

ECONOMIC TERMS – August 25, 2009

ARTICLE 20

SALARIES

THE FOLLOWING SHALL REPLACE THE CURRENT LANGUAGE IN ARTICLE 20

A. Salary Minima

1. The following annual salary minima shall apply to all faculty:

	Current	2010-2011
Instructor	\$40,000	\$42,500
Assistant Professor	\$42,500	\$44,500
Associate Professor	\$47,500	\$52,000
Professor	\$57,500	\$62,000

What the changes mean: Effective July 1, 2010, there will be new salary minima in effect for all full-time faculty members.

2. The following salary minima shall apply to all librarians effective July 1, 2009:

Grade L1	\$40,150
Grade L2	\$42,350
Grade L3	\$45,650
Grade L4	\$50,050

3. The following salary minima shall apply to all academic professionals, effective July 1, 2009:

Grade L7	\$21,749
Grade L8	\$23,466
Grade L9	\$25,322
Grade L10	\$27,388
Grade L11	\$29,597
Grade L12	\$31,992
Grade L13	\$34,604
Grade L14	\$37,402
Grade L15	\$40,335
Grade L16	\$43,557
Grade L17	\$46,319

What the changes mean: Effective July 1, 2009, there will be new salary minima in effect for all full-time librarians and academic professionals.

4. The University and the union will meet to discuss the transition of the Academic Professional “L” grades to the Temple University “T” grade system.

B. Additional Increases for Promotion

1. **Any faculty member who is promoted in rank effective any July 1 shall receive a promotional increase, effective July, of eight percent (8%) of the promoted individual’s salary as of the preceding June 30.**
2. In any year, the amount granted for promotion shall be reduced by the amount increase received on July 1 due to the application of salary minima, but shall not be reduced by the amount of the across-the-board and merit increases pursuant to this article as set forth above.

What the changes mean: Beginning with the effective date of the contract, any faculty member who is promoted in rank will receive an 8% increase (rather than 7%) effective July 1 (not January 1 of the following year).

C. Miscellaneous

1. Minimum Summer Compensation or Third Academic Semester

- a) Effective for the 2009-2010 summer sessions, summer or third academic semester teaching shall be paid at a minimum rate of \$1,800 for each semester hour taught. In its discretion, Temple or the Deans of specific schools/colleges may pay any faculty member at a higher rate to secure summer teaching.
 - (i) Effective for the 2010-2011 summer session, summer or third academic semester teaching shall be paid at a minimum rate of \$1,850 for each semester hour taught.
 - (ii) Effective for the 2011-2012 summer session, summer or third academic semester teaching shall be paid at a minimum rate of \$1,900 for each semester hour taught.

What the changes mean: Effective for teaching during the 2009-2010 summer sessions, there will be a \$100 increase in the minimum pay per credit hour, with additional increases in the following two (2) summers.

- b) When utilizing faculty as summer advisors, Temple shall compensate the faculty member at .55% (fifty-five hundredths of one percent) of the annual salary for each day worked (based on the prior year annual salary as of June 30.)

2. Compensation for Overload Teaching

- a) Minimum compensation for overload teaching by bargaining unit faculty during the academic year shall be as follows effective for the 2009-2010 academic year:

	Current	2009-2010
Instructor	\$750/credit hour	\$1155/ credit hour
Assistant Professor	\$780/credit hour	\$1225/ credit hour
Associate Professor	\$875/credit hour	\$1300/ credit hour
Professor	\$950/credit hour	\$1375/ credit hour

- b) At the discretion of the dean, a faculty member may be paid additional compensation for overload teaching.

What the changes mean: Effective beginning the 2009 academic year, there will be a significant increase in the minimum pay per credit hour for overload teaching.

- 2. Nothing in this contract shall preclude Temple from making additional compensation awards to members of the bargaining unit when Temple deems such additional awards to be in the best interest of the University; and such additional awards shall not be subject to grievance or arbitration.

There shall be an annual salary adjustment pool of a minimum of \$100,000 per year. Bargaining unit members may make written application to the Dean of their School or College for salary adjustment for any reason at any time. The Dean shall inform the applicant of his/her recommendation in writing within sixty (60) days.

If an applicant disagrees with the Dean’s recommendation, the applicant may request to review the matter with the Vice Provost for Faculty Development and Faculty Affairs or other designee of the Provost.

In the event that a salary increase or award is given, Temple shall inform TAUP in writing within ten (10) days of the decision.

What the changes mean: Temple will provide an annual salary adjustment pool of a minimum of \$100,000 for which bargaining unit members may apply for any reason at any time. A process will be in place for both the application and a review of the decision.

3. Outside Compensation for Non-Temple Work

- a) During the academic year or their contract year, faculty members, with the prior approval of the Dean, may take on duties unconnected to their Temple employment for additional compensation provided that:
 - (i) The outside work does not exceed the equivalent of an average of one working day per week exclusive of weekends.
 - (ii) The outside work does not interfere with their assigned Temple responsibilities.
 - (iii) The extra responsibilities are compatible with the University's conflict of interest policies.

ARTICLE 21

**SALARY INCREASES FOR
FACULTY, LIBRARIANS AND ACADEMIC PROFESSIONALS**

A. Faculty, Librarians, and Academic Professionals

Salary Increases/Payments

Year Beginning	ATB	Merit	Stimulus bonus payment
July 1, 2008	0	1%**	
July 1, 2009	2.0%	1%**	.75% (see below)
July 1, 2010	2.0%*	1%**	.75% (see below)
July 1, 2011	2.0%*	1%**	.75% (see below)

*Of this total, .25% ATB increase is contingent upon an individual's timely filing of an annual report regarding the previous year's activities. If an individual fails to timely file, that .25% will be transferred to the merit pool.

**Merit to be awarded pursuant to existing merit pay criteria and process, with faculty merit units at \$600 and ½ units may be awarded after the first unit; subject to TAUP's agreement to meet and discuss with Temple during FY 2009-10 improvements to the merit award system, including criteria and processes for broadening eligibility for merit awards. Any changes to existing University-wide criteria and processes are subject to ratification by TAUP.

Stimulus Bonus Payment

If Temple receives federal State Fiscal Stabilization Funds as a public Institution of Higher Education during FY 2009-2010 at the level proposed in the Commonwealth's application of May 19, 2009, and a direct Commonwealth appropriation (education and general) for FY 2009-2010 of not less than \$164 million, then Temple shall pay on or before July 31, 2010, a three-quarters of one percent (.75%) bonus to each member of the TAUP bargaining unit employed for that FY through the spring semester, prorated for any partial year of service. If Temple receives SFSF funds and a direct Commonwealth appropriation (education and general) at the above-stated levels or higher for FY 2010-2011, then Temple shall pay on or before July 31, 2011, a three-quarters of one percent (.75%) bonus to each member of the TAUP bargaining unit employed for that FY through the spring semester, prorated for any partial year of service. These bonuses do not go into base pay.

For FY 2011-2012, the "stimulus bonus payment" is contingent upon Temple's receipt of a minimum of \$175 million for its FY 2011-2012 direct Commonwealth appropriation (education and general). Temple shall make the payment, subject to the condition, on or before July 31, 2012. It will be paid to each member of the TAUP bargaining unit employed for that FY through the spring semester, prorated for any partial year of service. This bonus payment does not go into base pay.

What the changes mean: Although other institutions around the nation and in the greater Philadelphia area are freezing faculty pay (Penn State) or seeking significant concessions during these challenging economic times, Temple will continue to compensate its faculty, librarians and academic professionals with salary increases through the life of the contract. Temple will continue to reward members for their accomplishments.

Temple University will continue with the current merit pay criteria and processes without any changes. Temple will agree to meet and discuss with TAUP during FY2009-2010 improvements to the merit award system, including criteria and processes for broadening eligibility for merit awards.

Every bargaining unit member is eligible to receive a 2% ATB increase annually, beginning July 1, 2009. Beginning July 1, 2010, 0.25% of this ATB is contingent on the individual's timely filing of an annual report regarding the previous year's activities.

ARTICLE 22

BENEFITS

A. General

All benefits (except as herein modified, amended, or canceled) in existence on the date of the signing of this Agreement shall be continued during the term of this Agreement.

B2. Prescription coverage shall be available to bargaining unit members participating in either Temple University health insurance plan. Employee Co-pays will be as follows for qualified prescription drugs at participating pharmacies:

Generic Drugs	10% of cost
Preferred Brands	20% of cost
Brand-named Drugs	30% of cost

What the changes mean: Temple provides some of the best health care benefits in the country.

Temple's current proposal does not include any increases to employees' percentage contributions for health care benefits during the entire term of the contract. Temple's proposal also does not include any changes in co-pay or deductible or any other change in the medical benefits provided. The increase to the co-pay for purchasing prescription drugs that are brand-name drugs will apply only when there is a comparable drug on the preferred brand list.

Temple will continue to be recognized for providing superior health care benefits.

G. Work-Life Balance

1. Bargaining unit members are eligible for paid medical leave for the birth of a child for the period of time during which the bargaining unit member is medically unable to perform the duties of her job, in accordance with Article 22, section G.
2. A tenured or tenure-track faculty member who is the primary caregiver to a child five years of age or less who is newly arrived to his/her home will be entitled to the elimination of teaching duties for up to one academic semester without any reduction in pay. The faculty member must request the relief from teaching duties within six months from the date of birth, adoption or placement of a foster child into the primary caregiver's household.

- a. Where two faculty members may be considered as primary caregivers, only one will be entitled to the reduction in teaching responsibilities per child.
 - b. Relief from teaching is not a leave of absence; the faculty member is expected to meet other normal departmental and University responsibilities including research, advising, and committee membership.
 - c. The Chair/Dean will not authorize assignment of additional duties during this period.
3. A tenure-track faculty member may request a one year extension to the tenure clock for:
- The birth of a child, the adoption of a child, or the placement of a child five years of age or less into foster care in the faculty member's household.
 - A serious health condition of the faculty member's family as defined by the FMLA;
 - A serious health condition of the faculty member.
4. The faculty member requesting an extension for one of the above reasons will provide a written request with justification to his/her Chair, Dean and the Sr. Vice Provost for Faculty Development and Faculty Affairs. The Provost will make the final determination regarding the approval of extension requests. A maximum of two one-year extensions may be approved for all purposes in accordance with Article 11 section D.

[Explanatory note: In addition, please see attached side letters regarding work/life related flexibility in research and service for tenured and tenure track faculty and work/life related flexibility applicable to non-tenure track faculty]

What the changes mean: Temple recognizes the needs of faculty members to maintain a balance between their careers at Temple and their families. Temple recognizes the impact that a new child in the home can have on a faculty member when he/she is trying to balance the demands between family and maintaining a research-active agenda.

To help tenured and tenure-track faculty members adapt to changes that occur in their work-life due to a child five years of age or younger who is newly arrived to his/her home, he/she will be entitled to the elimination of teaching duties for up to one academic semester without any reduction in pay. In addition, a tenure-track faculty member may request a one year extension to the tenure clock for the birth, adoption or placement of a child into foster care in the faculty member's household, a serious health condition of the faculty member or of the faculty member's family.

These Work-Family changes enable Temple to be responsive to both junior faculty and research-active faculty. Temple's revised work-family policies are competitive with other academic institutions.

Side Letter regarding flexibility in research to read as follows:

“A tenured or tenure track faculty member may request flexibility in research and service due to circumstances covered by the Work/Life Balance provision of the collective bargaining agreement. The Dean will make the final determination regarding the ability to provide flexibility in assignment; however, the TT faculty member may request a review by the Office of the Provost. The Office of the Provost's decision will be final. TAUP will be notified of any case that is reviewed by the Office of the Provost at the request of a TT faculty member. Neither the decision of the Dean nor that of the Office of the Provost will be grievable or arbitrable.”

What the changes mean: Tenured and tenure-track faculty members may also request flexibility in research and service for work/life balance circumstances

Side Letter regarding Work/Life Balance for non-tenure-track faculty to read as follows:

“After 3 consecutive years of service, a non-tenure-track faculty member may request flexibility in work assignments due to circumstances covered by the Work/Life Balance provision of the collective bargaining agreement. The Dean, in his or her sole discretion will determine whether to grant the request. The non-tenure-track faculty member may request a review by the Office of the Provost whose decision will be final. TAUP will be notified of any case that is reviewed by the Office of the Provost. Neither the decision of the Dean nor that of the Office of the Provost will be grievable or arbitrable.”

What the changes mean: Non-tenure-track faculty with 3 consecutive years of service will be eligible for flexibility in assignment for work/life balance circumstances

L. Pension

3. Non-Tenure-Track Faculty

- a) Eligibility and Enrollment: Non-tenure-track faculty members shall become eligible to participate as of the July 1 or January 1 following the

completion of one year of service. Each eligible non-tenure-track faculty member may enroll in any June (for July 1 participation) or any December (for January participation).

- b) **Benefit:** Beginning July 1, 2009, an eligible faculty member who has elected to participate shall receive an employer match of up to three percent (3%) of base salary for the first year of participation, four percent (4%) for the second year of participation. Thereafter, the employer's matching contribution shall be up to a maximum of four and one-half percent (4.5%) of base salary.
- c) **Vesting:** Plan participants shall vest in Temple's Defined Contribution Plan after three (3) years of service.

What the changes mean: Temple will increase its contribution to non-tenure track faculty who participate in the pension plan beginning with the first year of participation.

ARTICLE 23

UNIVERSITY SUPPORTED RESEARCH

(See "Non-Economic Terms for Sections A – D of Article 23)

E. Summer Research Awards - See Economic Proposals

- 1. There shall be 35 awards annually.**
 - a) Each award shall carry a \$7000 stipend.**
- 2. The selection process shall remain unchanged.**

What the change means: Effective for the 2009-10 academic year and thereafter, the stipend for a summer research award has been increased by 55% to \$7,000.