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Title: **Temple University, Commonwealth System of Higher Education and Guild of Professional, Technical, & Clerical Employees, National Union of Hospital & Health Care Employees (NUHHCE), AFSCME, AFL-CIO, Local 1199C (2001)**

K#: **8003**

Employer Name: **Temple University**

Location: **Philadelphia, Pennsylvania**

Union: **Guild of Professional, Technical, & Clerical Employees, National Union of Hospital & Health Care Employees (NUHHCE), AFSCME, AFL-CIO**

Local: **1199C**

SIC: **8221**

NAICS: **61131**

Sector: **P**

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Temple
University

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**TEMPLE UNIVERSITY
OF THE COMMONWEALTH SYSTEM OF
HIGHER EDUCATION**

AND

**THE GUILD OF PROFESSIONAL, TECHNICAL
AND CLERICAL EMPLOYEES, A DIVISION OF
NATIONAL UNION OF HOSPITAL AND HEALTH
CARE EMPLOYEES, AFSCME, DISTRICT 1199C,
AFL-CIO**

JULY 1, 2001 - JUNE 30, 2006

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AGREEMENT made and entered into this 1st day of July, 2001 by and between TEMPLE UNIVERSITY - OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION (hereinafter referred to as Temple), located at Broad Street and Montgomery Avenue, Philadelphia, Pennsylvania, and THE GUILD OF PROFESSIONAL, TECHNICAL AND CLERICAL EMPLOYEES, A DIVISION OF NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, DISTRICT 1199C, AFL-CIO (hereinafter referred to as the "Union"), with its offices at 1319 Locust Street, Philadelphia, Pennsylvania, acting herein on behalf of the employees of Temple, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "employees".

WITNESSETH

WHEREAS, Temple recognizes the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of Temple as well as of its employees and to avoid interruptions and interferences with Temple's operations and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 RECOGNITION

Section 1.

a. Temple recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the bargaining unit certified by the Pennsylvania Labor Relations Board in Case Numbers PERA-C 2243-E and PERA-R 5406-E.

b. This Agreement shall not apply to (i) temporary employees, and (ii) students. A temporary employee is defined as one who is hired for a period of up to four (4) months and is so informed at the time of hire, or who is hired for a special project, or to replace an employee on leave or vacation. The said four (4) months period may be extended up to an additional four (4) months or for the length of maternity leave of the employee being replaced, with the consent of the Union, which shall not be unreasonably withheld. Students excluded by the Agreement shall include those working through the Student Help Program and the College Work-Study Program.

Section 2.

This Agreement shall apply to and continue in full force and effect at any location to which

Temple may move in the Delaware Valley. Further, this Agreement shall apply to any new or additional facilities constructed as a part of Temple in the Delaware Valley.

Section 3.

Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Section 1.

Section 4.

At the time a new employee subject to this Agreement completes his probationary period, Temple shall deliver to said employee a copy of this Collective Bargaining Agreement. The cost of publishing such copies of this Agreement shall be borne equally by Temple and the Union.

Section 5.

Part-time employees covered by this Agreement shall receive pro-rata the wages and benefits contained in this Agreement. Part-time employees are defined as those employees who regularly work more than twenty (20) hours per week but less than thirty-five (35) hours per week; provided, however, that the thirteen (13) employees working at the Hospital as of June 5, 1973, who are regularly working twenty (20) hours per week, shall be deemed part-time employees within the meaning of this Section so long as they individually remain on their present schedules.

Section 6.

Employees hired for less than a twelve (12) month schedule shall receive pay and benefits equal to full-time employees during their term of actual work.

ARTICLE II MAINTENANCE OF MEMBERSHIP

Section 1.

All employees who are or shall become members in the Union, shall remain members over the full duration of this Agreement, except an employee who has joined the Union may resign his membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues. In the event the tender of initiation fees becomes a valid condition of membership in good standing under an applicable law or court decision, then such tender of initiation fees shall become valid for the purpose of this Article.

ARTICLE III CHECK-OFF

A. Union Membership

Section 1.

Upon receipt of a written authorization from an employee in the form annexed hereto as in Appendix A, Temple shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's probationary period, and remit to the Union regular monthly dues as fixed by the Union. Any initiation fees valid under Article II shall be deducted under this Section.

Section 2.

Upon receipt of a written authorization in the form annexed hereto from an employee applicable to Credit Union deductions, Temple shall, pursuant to such authorization, deduct from the wages due said employee each pay period starting not earlier than the first period following the completion of the employee's probationary period, the sum specified in said authorization and remit the same to the Temple Credit Union or the District 1199 Credit Union to the credit or account or accounts of said employee.

Section 3.

Temple shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an approved leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. This provision, however, shall not relieve any Union members of the obligation to make the required dues payment pursuant to the Union constitution in order to remain in good standing.

Section 4.

Temple shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions. Employees returning from Leave of Absence or transferring from a different classification or transferring between University and Hospital payroll shall have their check-off continued or resumed immediately.

Section 5.

Each month, Temple shall remit to the Union deductions made from the wages of employees for the preceding month, together with a list of all employees from whom deductions have been

made and their social security numbers. In the event Temple's monthly contribution shall be in arrears by more than forty-five (45) days the matter may be referred to the grievance and arbitration procedure for disposition including the possibility of penalty.

Section 6.

Temple will furnish the union each month with the names of newly hired employees, their addresses, social security numbers, pay grades, classifications of work, department, their dates of hire, and the names of terminated employees, their departments, pay grades, together with their dates of termination and the names of employees on leave of absence and returning from leave of absence, their departments, pay grades, and the names of employees transferred into and out of bargaining unit positions, their departments and pay grades. Employees shall promptly notify Temple of changes in their addresses or names. Temple shall provide to the Union, once yearly, an updated seniority list by January 31st of each year.

Section 7.

The Union shall indemnify and save Temple harmless from any claims, suits, judgments, expenses (including attorney's fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

B. Agency Fee

Section 1.

All present employees who are not union members, and who do not become and remain members in the future, plus all new employees who do not become union members upon the expiration of their probationary period, shall, as a condition of employment, effective the date of this Agreement, pay to the Union each month a service charge in the amount equal to the regular monthly dues (not including initiation fees, fines, assessments, or any other charges uniformly required as a condition of acquiring or retaining membership) of the Union, less the cost for the previous Union fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Union as exclusive bargaining representative.

Section 2.

The Union shall provide Temple with the name of each non-member who is obligated to pay a fair share fee, the amount of the fee that he or she is obligated to pay, and a reasonable schedule for deducting the fair share fee from the salary or wages of each nonmember. Upon receipt of said notice, Temple shall deduct the fair share fee in accordance with the schedule, and promptly transmit the amount deducted to the Union.

Section 3.

As a precondition to the collection of fair share fees, the Union shall establish and maintain a full and fair procedure, consistent with constitutional requirements, that provides nonmembers, by way of annual notice, with sufficient information to gauge the propriety of the fee and that responds to challenges by nonmembers to the amount of the fee. The procedure shall provide for an impartial hearing before an arbitrator to resolve disputes regarding the amount of the chargeable fee.

Section 4.

Temple shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an approved leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 5.

Temple shall not be obliged to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions. Employees returning from Leave of Absence or transferring from a different classification or transferring between University and Hospital payroll shall have their check-off continued or resumed immediately.

Section 6.

The Union shall indemnify and save Temple harmless from any claims, suits, judgements, expenses (including attorney's fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

**ARTICLE IV
NO DISCRIMINATION**

Neither Temple nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual orientation, Union membership or non-membership or disabled employees provided such disability does not interfere with the performance of work responsibilities or duties. Temple and the Union will cooperate in the effectuation of the University's Affirmative Action Program.

**ARTICLE V
UNION ACTIVITY, VISITATION, BULLETIN BOARDS
AND DELEGATE MEETINGS**

Section 1.

No employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his working time or in working areas at any time.

Section 2.

Representatives of the Union, after receiving permission of the Department of Personnel Services, or its designee, shall have reasonable access to Temple premises for the purpose of administering this Agreement.

Section 3.

a. Temple will provide seventeen (17) specific bulletin boards which may be used by the Union for the purpose of posting only Union notices. Such bulletin boards shall be conspicuously located and at places readily accessible to the employee's place of work.

b. Temple will provide bulletin board space at the following locations: Temple University Center City, Ambler and Tyler.

Section 4.

The work schedules of employees elected as Union Delegates shall be adjusted so far as practical to permit attendance at regularly scheduled delegate assembly meetings after normal working hours, provided that Temple's operations shall not be impaired. The Union shall give reasonable notice to the Department of Personnel Services of such regularly scheduled meetings and the names of the Delegates.

Section 5.

Delegates shall be given reasonable opportunity from time to time to investigate grievances and otherwise carry out Union business pertaining to their departments. However, this is a privilege and must not be abused. Any abuse such as roaming, taking excessive time or not limiting activities to Union matters shall be grounds for discipline. In every instance a Delegate shall first secure the permission of his or her immediate supervisor before temporarily leaving his or her work station. In the event a Delegate must go into another department because no Delegate is available in that department, the Delegate must also secure the permission of the supervisor in the second department.

ARTICLE VI PROBATIONARY EMPLOYEES

Newly hired employees in Grades B-F for a period of sixty (60) days, and newly hired

employees in Grades G, H and Bibliographic Assistants for a period of ninety (90) days, shall be considered probationary from the date of employment, excluding time lost for sickness and other leaves of absence. An employee who has been in temporary status in the same job for six (6) consecutive months and is hired as a permanent employee in the same job shall serve thirty (30) days as the probationary period. Temple, with the mutual consent of the Union, may extend the probationary period of any employee for an additional thirty (30) days. Such consent shall not be unreasonably withheld by the Union. The discipline, termination or suspension of any probationary employee, with or without cause, by Temple shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VII SENIORITY, LAY-OFFS, PROMOTIONS AND TRANSFERS

Section 1. Definition

Seniority is defined as an employee's length of continuous, regular, full-time service, University-wide, since his last date of hire by the University. Employees who were hired on the same date will be carried on the seniority list alphabetically by last name.

Section 2. Accrual of Seniority

a. An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the start of his probationary period.

b. Temporary employees as defined by Article I, Section I(b) and Article VI, shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee, his seniority shall be retroactive to the date of employment subject to the provisions of Section (a) above.

c. Seniority shall accrue:

1. During an authorized leave-of-absence with pay.
2. During an authorized leave-of-absence without pay because of personal illness or accident for a period of time not to exceed the lesser of six (6) months or an employee's length of service, except for maternity leave which is covered in Article XV of this Agreement.
3. During military service as provided by Federal Law.

d. An employee will not accrue, but will not lose seniority:

1. During an authorized leave-of-absence without pay.

2. During a lay-off not in excess of the lesser of twelve (12) months or the length of employee's service with the University.

Section 3. Loss of Seniority

An employee shall suffer loss of seniority when he:

- a. Voluntarily terminates his regular, full-time employment.
- b. Is discharged for cause.
- c. Willfully exceeds the length, or violates the purpose, of an authorized leave-of-absence.
- d. Is laid off for a period of twelve (12) months or the length of an employee's service with the University, whichever is less.
- e. Fails to report in accordance with a notice for recall from lay-off within seventy-two (72) hours of the time specified in the notice sent by certified mail to the last address furnished to the University by the employee. Temple shall send a copy of the notification to the Union.
- f. Fails to report for recall to the assigned job.
- g. An absence from work for three (3) consecutive work days without notice or permission shall be deemed a voluntary resignation.

Section 4. Lay-off

- a. In the event of a lay-off in a department, temporary employees shall be laid-off first, then probationary employees, then regular part-time employees, and then regular full-time employees on the basis of their University-wide seniority.
- b. In the event a full-time, permanent, non-probationary employee is scheduled to be laid off from a department, he may either bid for a posted vacant position in accordance with Section 6 below or displace another employee within the department of equal or lesser grade on the basis of University-wide seniority, provided he has the ability to perform said job within thirty (30) days. The immediate supervisor shall determine the employee's acceptability.
- c. In the event a full-time permanent employee is laid off, he or she will be placed in an open position, if available of equal or lesser grade provided said employee has the requisite skill and ability to perform said job. The employee shall serve the regular probationary period for the job and the immediate supervisor shall determine the employee's acceptability. If said employee does not

successfully complete the probationary period, then he or she will be placed on recall.

d. Posted vacant positions shall include those occupied by probationary employees in the bargaining unit except for those probationary employees in a training program.

e. Temple agrees to meet and discuss layoffs. Employees scheduled to be laid off shall be entitled to two (2) weeks notice or pay in lieu thereof.

Section 5. Recall from lay-off

a. Employees on lay-off shall be recalled as follows:

1. To a position, if open, previously held successfully in department by the employee regardless of place on recall list.
2. In reverse order of lay-off on a University-wide basis to other open positions with the following provisions:
 - (a) Employees may not upgrade from the recall list.
 - (b) The employee must be acceptable to the hiring supervisor.
 - (c) The employee must have the ability to perform the open position. The hiring supervisor shall determine the employee's acceptability for the position during the applicable probationary period for a newly hired employee in that grade level.

b. When probationary or part-time employees are laid off they shall have no recall rights, except that part-time employees at the Hospital shall have recall rights.

Section 6. Promotional/Transfer Opportunities

a. Posting

1. Openings for bargaining unit positions shall be posted for three (3) work days at selected bulletin boards throughout the University simultaneously with the posting in the department in which an opening exists.
2. All bids must be submitted in person, and in writing, to the Personnel Office within the three (3) day period.
3. A vacancy created by a successful bidder for an initial posting shall also be

posted. Additional vacancies created by bidding shall not be posted. Temple may fill such positions under "d" below.

4. An open position shall be defined as a position which has been posted for which no acceptable bidders have been found under this Article or a position which need not be posted in accordance with Section "a" 3 above.
5. Confidential positions may be posted but shall be filled at the discretion of Temple.
6. Confidential employees may bid and be awarded bargaining unit jobs on an equal basis with bargaining unit employees; the foregoing shall be limited by the provisions of Section 5 of this Article. Bargaining unit employees may bid and be awarded jobs in a confidential status, subject to subparagraph 5 above.
7. All bidders shall be notified of the determination of their bid in writing in a timely manner and the reasons for it.
8. Temple will send postings of vacant positions to all locations.

b. When a promotional/transfer opportunity occurs employees within the department involved shall be considered first on the following basis:

1. Ability to perform job.
2. Approval of hiring supervisor.
3. Satisfactory work record.
4. Finally, on the basis of University-wide seniority.

c. Where a promotional/transfer opportunity occurs and has not been filled by "b" above, employees may be considered on a University-wide basis as follows:

1. Ability to perform a job.
2. Approval of hiring supervisor.
3. Satisfactory work record.
4. Finally, on the basis of University-wide seniority.

d. Where positions are not filled by "a" and "b" above, Temple shall have the right to fill such positions from the outside or from whatever other sources Temple may deem suitable, including Temple employees without regard to seniority.

e. When an employee is awarded a promotional/transfer opportunity in pay grade "C" through "F", he shall not be eligible for promotional/transfer for six (6) months thereafter. When an

employee is awarded a promotional/transfer opportunity in pay grade "G", "H" or Bibliographic Assistant he shall not be eligible for promotion/transfer for twelve (12) months thereafter.

f. Probationary Period

1. An employee who has accepted a promotional/transfer opportunity shall have thirty (30) calendar days to prove that he can perform in the new position satisfactorily.
2. The hiring supervisor shall determine the employee's acceptability at the end of thirty (30) days.
3. An employee who has accepted a promotional/transfer opportunity and is disqualified under "f, 1 and 2" above:
 - (a) Shall be returned to position held prior to bidding, provided that position has not been filled.
 - (b) If such position has been filled, the employee may be offered an open position equivalent in grade or below provided that the employee:
 - (i) Can perform that position.
 - (ii) Has approval of the hiring supervisor.
 - (iii) Serves a thirty (30) calendar day probationary period in accordance with "f,1" above.
 - (c) Should there be no suitable openings available in accordance with "f, 3b" the disqualified employee shall be laid off subject to recall in accordance with Section 5 above.

g. Compensation

1. An employee not on the salary scale shall be compensated for a promotional opportunity by being paid the hiring rate for that grade level during the probationary period.

h. Grade B

1. Grade B shall be used as a training grade.
2. New hires of Grade B shall be promoted to Grade C upon the successful completion of six (6) months continuous service.

**ARTICLE VIII
RATES OF PAY**

Section 1.

a. Effective July 1, 2001 or at ratification of the agreement, whichever the later, a pay increase of three percent (3%) across the board.

b. Effective July 1, 2001 or at ratification of the agreement, whichever the later, the job rates shall be increased by three percent (3%), as in Appendix B.

Section 2.

a. Effective July 1, 2002, a pay increase of three percent (3%) across the board.

b. Effective July 1, 2002, the job rates shall be increased by three percent (3%), as in Appendix B.

Section 3.

a. Effective July 1, 2003, a pay increase of three percent (3%) across the board.

b. Effective July 1, 2003, the job rates shall be increased by three percent (3%), as in Appendix B.

Section 4.

a. Effective July 1, 2004, a pay increase of three percent (3%) across the board.

b. Effective July 1, 2004, the job rates shall be increased by three percent (3%), as in Appendix B.

Section 5.

a. Effective July 1, 2005 a pay increase of three percent (3%) across the board.

b. Effective July 1, 2005 the job rates shall be increased by three percent (3%) as in Appendix B.

ARTICLE IX

HOURS OF WORK

Section 1.

a. Temple will continue to pay overtime at the rate of one and one-half (1 1/2) the straight time rate for work performed in excess of an employee's normally scheduled work week for those employees working at all locations. Nothing in the Agreement shall be construed as a guarantee of hours of work.

b. Any employee who regularly works more than thirty-five (35) hours/week shall be paid straight time for all hours between thirty-five (35) and the regularly scheduled hours, and time-and-one-half for all hours over the regularly scheduled hours in accordance with the contract. The straight time rate shall be calculated based on a thirty-five (35) hour week and the weekly rate.

Section 2.

All paid leave with the exception of sick time shall be considered as time worked for the purpose of calculating overtime.

Section 3.

a. Employees shall be required to work overtime when assigned for the proper administration of Temple's operations.

b. The assignment of overtime will be equitably distributed within a department between employees of the same classification.

Section 4.

All work performed on an employee's sixth (6th) consecutive day of work shall be compensated at one and one-half (1 1/2) times an employee's regular rate of pay. All work performed on the seventh (7th) consecutive day of work shall be compensated at one and one-half (1 1/2) times an employee's regular rate of pay.

Section 5.

There shall be no pyramiding of overtime and/or premium pay.

Section 6.

a. If an employee reports for work on his normal shift and no work is available for him, he shall receive four (4) hours of pay at his regular rate of pay; provided, however, that if the employee has been notified not to report at least one (1) hour in advance of his scheduled starting

time the employee shall not receive said reporting pay.

b. For the purposes of the foregoing, an employee shall be deemed to have been notified by Temple, if Temple, by the designated advance time, telephoned to and left a message not to report at, the telephone number supplied to Temple by the employee for this purpose.

c. In the event of strikes, stoppages in connection with labor disputes, breakdowns of equipment, fire, flood or acts of God shall interfere with work being provided, the above provisions shall not apply.

ARTICLE X GRIEVANCE PROCEDURE

Section 1.

Any grievance which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be resolved in the following manner:

Step 1. An employee having a grievance and his Union delegate shall discuss it with his immediate supervisor within five (5) working days after it arose or should have been known to the

employee. Temple shall give its response through the supervisor to the employee and his Union delegate within five (5) working days after the presentation of the grievance.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing on grievance forms provided by Temple (which shall then be assigned a number by the Department of Personnel Services at the Union's request), signed by the grievant and his Union representative, and presented to the Department Head and the Department of Personnel Services. A grievance so presented in Step 2 shall be answered in writing within five (5) working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Department of Personnel Services. The Department of Personnel Services shall hold a hearing within five (5) days, and shall thereafter render a decision in writing within five (5) days.

Section 2.

Failure on the part of Temple to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 3.

Without waiving its statutory or management rights, a grievance on behalf of Temple may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

Section 4.

An employee who has been suspended or discharged, or the Union on his or her behalf, may file within five (5) business days of the suspension or discharge a grievance in writing in respect thereof with the Department of Personnel Services at Step 3 of the foregoing grievance procedure. Any prior written warnings applicable to the employee shall be mailed to the Union by Temple within five (5) days after the employee is notified of his or her discharge.

Section 5.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 6.

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Section 7.

A grievance which affects a substantial number of class of employees may initially be presented at Step 2 or Step 3 by the Union. The grievance shall then be processed in accordance with the Grievance Procedure.

**ARTICLE XI
ARBITRATION**

Section 1.

A grievance, which has not been resolved may, within thirty (30) working days after completion of Step 3 of the Grievance Procedure, be referred for arbitration by Temple or the Union to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules

of the American Arbitration Association then prevailing.

Section 2.

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 3.

The award of an arbitrator hereunder shall be final, conclusive and binding upon Temple, the Union and the employees.

Section 4.

The arbitrator shall have jurisdiction only over grievances after completion of the grievance procedure, and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

ARTICLE XII RESIGNATION

Section 1.

An employee who resigns shall give Temple two (2) weeks advance written notice. No accumulated paid sick time may be used after resignation is submitted.

Section 2.

An employee who gives such notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time earned on the effective date of the resignation or termination. If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was physically possible for the employee to have given such notice.

ARTICLE XIII MANAGEMENT RIGHTS

The management of Temple's operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved, the right to hire, discipline or discharge employees for cause, to transfer, promote or relieve employees from duty because of lack of work or other reasons, the maintenance of discipline, order and efficiency, the right to establish, revise, maintain and enforce reasonable work standards and schedules, to make from time to time and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods

whether or not the same causes any reduction in the working force, or reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in Temple, provided that this Section will not be used for the purpose of discriminating against any employee on account of membership in the Union. The rights of management are limited only as expressly limited by the language of this Agreement.

ARTICLE XIV NO STRIKE OR LOCKOUT

Section 1.

Neither the Union nor any employee shall engage in any strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott or other interference with the operations of Temple or of any department during the term of this Agreement.

Section 2.

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of Temple or of any department, or ratify, condone or lend support to any such conduct or action.

Section 3.

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of Temple or of any department occur, the Union, within twenty-four (24) hours of a request by Temple, shall:

- a. Publicly disavow such action by the employees.
- b. Advise the Department of Personnel Services of Temple in writing that such action by employees has not been called or sanctioned by the Union.
- c. Notify employees of its disapproval of such action, and instruct such employees to cease such action and return to work immediately.
- d. Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing employees to return to work immediately.

Section 4.

Temple will not lock out employees during the term of this Agreement.

**ARTICLE XV
UNPAID LEAVE**

Section 1.

Employees shall be eligible for unpaid leave in accordance with the following:

a. Maternity Leave

Whenever any employee shall become pregnant, she will furnish Temple with a certificate from her physician stating the expected date of delivery. She shall be permitted to continue to work through the term of her pregnancy, or she may leave at any time during her pregnancy if her physician and/or the Temple employee health physician certifies that she is unable to continue working. Maternity leave shall be granted for up to six (6) months after delivery or termination of pregnancy, and such leave may be extended for an additional six (6) months upon application to, and approval by, Temple. Seniority shall accrue during the first six (6) months of maternity leave. Employees who are granted maternity leave under this Agreement, shall be entitled to return to employment at the end of said leave on the following basis:

1. In the event that the position previously held is vacant, then the employee shall return immediately to that position. The said position shall be deemed "vacant" if it is in fact vacant or if it is then being filled by any person other than a regular full-time (non-probationary) employee under this Agreement.
2. In the event that the former position is not "vacant" as heretofore defined, then the said employee shall be returned to either a comparable job (in which case she shall no longer have any special maternity leave rights) or, if no such job is available, then to a lower rated job, provided, however, that the returning employee shall be paid at the rate of the job held by her prior to the commencement of maternity leave. If, within the probationary period for that job, her former position becomes vacant, the returned employee must return to that position or else forego all privileges and options under the Maternity Leave subsection of this Article.
3. In the event that the returned employee successfully completes the probationary period for the lower rated job to which she has been assigned, she shall then be entitled to continue in the lower rated job at her former pay until such time as Temple has available for her a job in her former grade

level. The employee must then either accept the available job or continue in her lower rated job at the regular rate for such job.

4. While an employee who has returned from maternity leave is working in an assigned job other than the position held by her prior to maternity leave, she shall be eligible to bid on job vacancies on the same basis as any other employee.
5. It is understood that an employee who has returned from maternity leave and is assigned to a job other than the job held by her prior to maternity leave, the assigned job shall carry a probationary period as to the said employee.
6. When and if the returned employee who is temporarily assigned to a job other than the job left by her prior to maternity leave, leaves the said job for either her former job classification or bids on a new job classification, the vacancy created by her will be posted as a job vacancy under this Agreement.

b. Military Leave

Employees will be granted military leaves of absence in accordance with applicable laws. In addition, employees will be granted leaves of absence without pay to attend National Guard, U.S. Reserve training camps, and other similar involuntary military obligations.

c. Union Business

A leave of absence for a period not to exceed one (1) year shall be granted to employees with at least one (1) year of Temple seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of Temple or a particular department or division. In no event shall the number of employees on this leave exceed three (3) at any one time. Upon return to work an employee shall be entitled to return to his former position if it is vacant or filled by a temporary or probationary employee. Otherwise, an employee shall be able to exercise the recall rights specified in Article VII.

d. Other Leaves

A leave of absence for any employee may be approved by the department head and the Office of Personnel Services for a period not in excess of thirty (30) days, and may be renewed upon application to, and approval by Temple. An employee returning from an unpaid leave of absence shall be returned to their former position provided that position has not been filled. If the position had been filled, the employee shall be considered laid off subject to Article VII, Section 4, unless he/she

returns within 120 days from the start of the leave, in which case he/she will be returned to his/her former position.

Section 2.

While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. An employee shall accrue seniority subject to the provisions of Article VII. During such leaves of absence all benefits shall cease, unless the employee is able to make arrangements to pay the full cost of such benefits. As a condition of reinstatement following a leave of absence for illness, Temple may require the employee to receive the approval of the employee health service physician.

Section 3.

Except as provided above, employees on leave of absence shall not be permitted to accept other employment during such leave. Violators shall be terminated.

Section 4.

The provisions of the Family Medical Leave Act (FMLA) of 1993 shall apply to all members of the bargaining unit, except where a greater benefit exists under the Collective Bargaining Agreement.

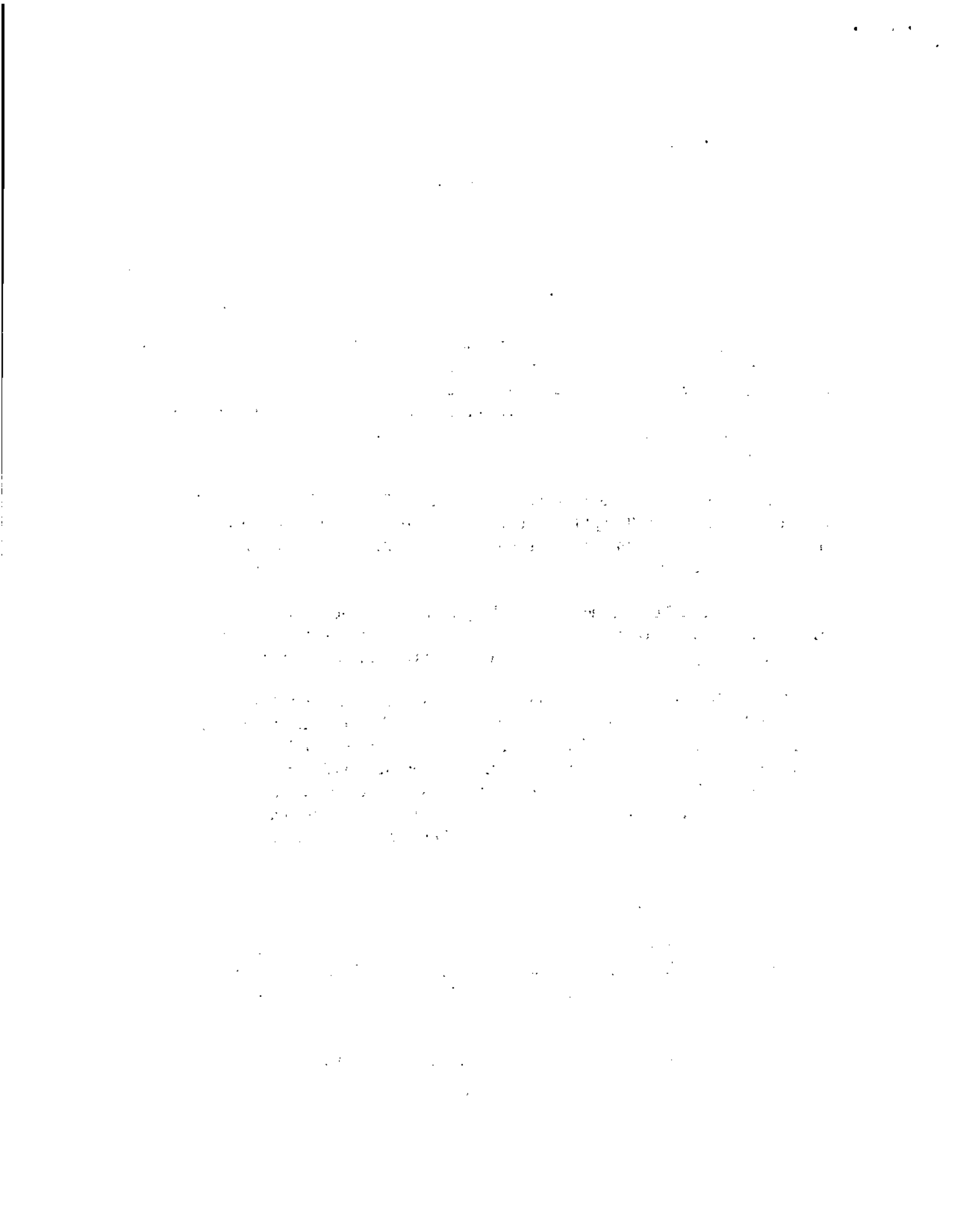
ARTICLE XVI PAID LEAVE

Section 1. Funeral Leave

An employee will be granted up to four (4) days (up to and including day after burial) funeral leave with pay for absence necessary to attend the funeral of a member of the employee's immediate family. The following are considered members of an employee's immediate family: spouse, father, mother, child, sister, brother. Employees shall be granted up to three (3) days (up to and including day after burial) with pay to attend the funeral of a grandparent, father-in-law or mother-in-law. Employees shall be granted an absence of one (1) day with pay to attend the funeral of a sister-in-law or brother-in-law. An employee shall make every effort to notify his or her supervisor prior to taking such leaves. Temple reserves the right to demand proof of any death and relationship for which leave is taken.

Section 2. Jury Duty

An employee who is called to jury duty shall be entitled to leave. Said employee shall be paid the difference between his regular pay and the compensation for jury duty received from a court. Any employee called to jury duty shall be required to present a statement issued and signed



by the clerk of court stating the number of days the employee was on jury duty and the compensation paid.

ARTICLE XVII WELFARE

Section 1.

A. Full-time employees:

1. Temple will allow each full-time bargaining unit employee to have the option to remain in the 1199C Health and Welfare fund or switch to Temple University's plans (currently Hospitalization, Life Insurance, Dental, Prescription, Vision and LTD plans as under Article XXVI). Temple shall hold an open enrollment in accordance with #2 below for all eligible employees to allow the option to switch between the Health and Welfare fund and the University administered plan options.

2. Between October 15th and November 1st, 2001, 2003 and 2005, Temple shall hold an open enrollment in which all eligible employees may opt to switch between the Health and Welfare fund and/or University administered plan options. The selected coverage will be effective January 1st of the following year.

3. Effective 7/01/01, each full-time bargaining unit employee who enrolls in either plan described above, shall have ten dollars (\$10.00) per week deducted from their pay (on a pre-tax basis). This co-payment shall be remitted to the respective plan administrator.

4. Effective July 1, 2001, Temple's contribution shall be increased from 20% to 21.5% of gross payroll. Thereafter, until June 30, 2006, Temple will contribute the sum required by the Trustees to maintain the level of benefits in effect as of June 30, 2001 for the duration of the contract. But in no event shall Temple's requirement be greater than 23% before July 1, 2006. Such contributions shall be used by the Trustees of the Benefit Fund for the purpose of providing the employees with disability benefits, death benefits, hospital benefits and a dental and prescription program of benefits, as the Trustees of the said Fund may from time to time determine.

B. Part-time employees:

1. As referenced in #2 above, Temple will allow each part-time bargaining unit employee to have the option to elect the Temple University's plans (currently Hospitalization, Life Insurance, Dental, Prescription, Vision and LTD plans as under Article XXVI) or in the 1199C Health and Welfare fund.

2. The employee contribution for part-time employees shall be ten (10) dollars per week

for single coverage if the University administered plan options are selected. For family coverage, the part-time employee shall pay the difference between the single and family premium. Part-time employees shall receive benefits through 1199C Health and Welfare fund as defined by the plan.

Section 2.

Such contributions by Temple shall be made monthly based upon the previous month's payroll.

Section 3.

The Benefit Fund for Hospital and Health Care Employees – Philadelphia and Vicinity shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding. Temple and the Union agree to a permanent panel of arbitrators for disputes involving the Health and Welfare.

Section 4.

An independent certified public accounting firm shall audit the Benefit Fund for Hospital and Health Care Employees – Philadelphia and Vicinity annually and a certified statement from said accountant of the results thereof shall be furnished to Temple.

Section 5.

Together with the periodic payments herein provided, Temple shall submit regular monthly reports in such form as may be reasonably necessary for the sound and efficient administration of the Fund. Temple will provide social security numbers on benefit reports.

Section 6.

Temple agrees to make available to the Fund such records of employees as classifications, names, social security numbers and accounts of payroll and/or wages paid, which the fund may require in connection with the sound and efficient operation of the fund or that may be required by ERISA or that may be required in order to determine the eligibility of employees for Fund benefits, and to permit an account for the Fund to audit such records.

**ARTICLE XVIII
PENSIONS**

Section I.

a. Temple shall establish a new non-contributory Defined Contribution TIAA/CREF or Fidelity) plan for all full-time employees. This plan will be established as soon as administratively practicable, but no later than October 1, 2001. Under this plan, Temple shall contribute three percent (3%) of base wages for each employee. Employees would be permitted to add whatever level of contribution allowed by law in addition.

b. Effective June 30, 2001, the Defined Benefit (DB) Plan will be frozen. All enrolled employees would be vested as of June 30th. The new plan will include 5-year vesting and length of service at Temple would be utilized to satisfy the vesting requirement. The only exception to the above would occur if an employee is eligible for retirement during the term of this Agreement and elects to remain in the DB plan. Temple would allow that individual to remain in the Defined Benefit Plan until retirement.

c. Employees currently enrolled in the existing TIAA/CREF or Fidelity Defined Contribution plan will be grandfathered in the existing plan. The current employee and employer contribution amounts must remain the same. An employee may opt to change to the non-contributory plan, upon election of enrollment. This election will be irreversible.

**ARTICLE XIX
ARBITRATION RELATING TO FUNDS**

Any controversy or dispute between the Union and the Hospital arising out of Articles XVII and XVIII shall be submitted to arbitration before the American Arbitration Association.

**ARTICLE XX
HOLIDAYS**

Section I.

Full-time employees who have completed their first thirty (30) calendar days of full-time employment shall be entitled to eleven (11) holidays. These eleven (11) holidays shall be distributed throughout the year as follows:

New Year's Day
Dr. Martin Luther King's nationally observed holiday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Day before Christmas

Christmas Day

Two (2) additional days which may be scheduled in accordance with an employee's personal preference.

Section 2.

The additional days shall be taken at a mutually agreeable time and shall be requested at least seven (7) days in advance. Once scheduled these days shall not be cancelled by an employee without the consent of Temple.

Section 3.

Employees will receive their regular rate of pay for each holiday observed, provided that they are on active pay status when the holiday is observed. Active pay status shall be defined as all paid leave, worker's compensation, paid sick leave, annual field training, and civil disturbance duty not to exceed fifteen (15) calendar days.

Section 4.

In order to be eligible for holiday benefits, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday (or day selected in lieu of the holiday), except in the case of an illness or accident preventing the employee from working as evidenced by written certificate of a physician or other proof if requested by Temple. An employee who fails to report for work on a holiday when scheduled to work shall not receive pay for the unworked holiday.

Section 5.

a. In the event it is necessary to require an employee to work on a holiday, the employee shall be compensated at two and one-half (2 1/2) times his/her regular rate of pay for time worked or shall be given one and one-half (1 1/2) times his/her regular rate of pay for time worked plus one (1) paid compensatory day within thirty (30) calendar days of the holiday, as determined by Temple. In making the determination, Temple will take into consideration the employee's expressed preference. An employee shall not be considered as working on a holiday if the shift upon which he/she is working started prior to the holiday.

b. An employee who works the day before Christmas shall be paid his/her regular rate of pay for all hours worked on the holiday, and shall, in addition, receive an additional day off with pay within thirty (30) days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by Temple.

Section 6.

If a holiday falls during an employee's vacation, at the option of Temple, the vacation shall be extended by one (1) day or the employee shall receive a compensatory day off at his regular rate of pay within thirty (30) days. In exercising its option, Temple will take into consideration the employee's expressed preference.

Section 7.

If work schedules permit, Temple will continue its policy of allowing Main Campus, Tyler and Ambler Campus employees time off on days preceding and following certain holidays where the services of the said employees are not deemed necessary.

**ARTICLE XXI
VACATIONS**

Section 1.

Full-time employees shall be eligible for vacations with pay each year in accordance with the following schedule:

<u>Length of Full-time Services as of July 1</u>	<u>Vacation</u>
Less than one (1) year but at least six (6) months	One (1) day for each month of service up to a maximum of ten (10) days
One (1) year	Two (2) weeks
Three and one-half years (3 1/2)	Three (3) weeks
Twelve and one-half years (12 1/2)	Four (4) weeks

Section 2.

An employee shall not be considered to have worked during a month unless the employee has been employed by the 15th day of the month.

Section 3.

Vacation schedules shall be established by Temple taking into account the wishes of eligible employees and the staffing needs of Temple. Employees shall submit their vacation requests in writing by April 15. Where there is a conflict in choice of vacation time among employees within a

department, length of service within the department will govern.

Section 4.

Vacation pay shall be based upon an employee's regular rate of pay.

Section 5.

No part of an employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accumulated. However, an employee's scheduled vacation may be changed to sick leave, only if the employee can provide proof of inpatient hospitalization.

Employees will not be compensated for vacation time not taken.

Section 6.

Employees terminated involuntarily and employees who give two (2) weeks notice of voluntary termination shall be entitled to accrued vacation pay.

Section 7.

Upon the employee's written request, the employee will be paid his vacation pay the pay day before starting his vacation, provided such vacation is scheduled at least four (4) weeks in advance.

**ARTICLE XXII
PAID SICK LEAVE**

Section 1.

"Sick Leave" is defined as an absence of an employee from work by reason of illness or accident, which is non-work connected or is not compensable under the Workers' Compensation Laws of Pennsylvania. Sick leave days with pay are granted solely for the individual employee's illness, and are not intended to cover absences due to illness or accident to members of the family.

Section 2.

a. An employee who has completed his probationary period is eligible for one (1) day of sick leave earned at the rate of the said day for each full month of continuous service retroactive to his date of hire but not to exceed a total of ten (10) days for any one (1) year. As of July 1 of each year, employees with at least one (1) year of service shall be credited with ten (10) days of sick leave.

b. Effective July 1, 2002, employees who have completed his/her probationary period will earn one (1) day of sick leave for each full month of continuous service, but not to exceed a total of

ten (10) days per year, superceding 2a.

Section 3.

Sick leave days accrued may be accumulated up to a maximum of 140 working days.

Section 4.

a. Any employee who has incurred seven (7) occurrences in accordance with the attendance policy shall not be entitled to pay for the first day of an illness for the remainder of the fiscal year. Each July 1 the occurrences will be set at zero (0).

b. If an employee has at least 100 days in his/her sick bank, Section 4(a) above will not apply.

c. Approved workers' compensation and properly documented FMLA absences will not count as occurrences under Section 4(a) above.

Section 5.

No sick leave will be paid to an employee who is absent as a result of injury or illness while working for another employer.

Section 6.

Pay for any day of approved sick leave shall be paid at the employee's base rate of pay.

Section 7. Notification and Proof of Illness

To be eligible for benefits under this Article, an employee who is absent must notify his/her supervisor before the start of his/her regularly scheduled workday or in accordance with departmental policy, unless proper excuse is presented for the employee's inability to call. Temple may require written certification by a physician or other proof of illness or injury hereunder. Employees who have been on sick leave also may be required to be examined by the Temple Employee Health Service physician or his designee, before being permitted to return to work.

**ARTICLE XXIII
SHIFT DIFFERENTIAL**

Section 1.

Full-time employees working on a shift which begins at or after 12:00 noon and before 4:00 a.m. shall be paid a shift differential of fifty cents (\$.50) per hour. An employee who is entitled to a shift differential for work on his regular shift shall receive the shift differential for overtime hours

that are an extension of his regular shift. A shift differential shall not be paid when employees are authorized to exchange shifts temporarily for personal reasons.

Section 2.

A shift differential shall not be gained or lost as a result of an extension of shift caused by overtime.

Section 3.

If an employee is regularly assigned to a shift receiving a shift differential, the differential shall be included in calculating the employee's vacation, holiday and sick leave pay.

**ARTICLE XXIV
SEPARABILITY**

Section 1.

This Agreement is subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE XXV
PAST PRACTICES**

Section 1.

All past practices are hereby eliminated, except as specifically retained by this Agreement and those listed below:

- a. Employee's Blood Donor Club
- b. Library privileges
- c. All minor infractions on an employee's record shall be cleared after one (1) year, provided that the one (1) year shall be free of infractions.

Section 2.

Promotion increments for bibliographic assistants employed on or before 11/25/74 shall be four (4%) percent as of the day of promotion.

**ARTICLE XXVI
ADDITIONAL BENEFITS**

Section 1. College Tuition

Employees shall be entitled to receive the tuition remission benefits under University policy applicable to employees in this bargaining unit.

**ARTICLE XXVII
MISCELLANEOUS**

Section 1. Access to Personnel Files

a. Any employee and/or the Union, with the employee's written consent, shall have the right to review the contents of the employee's personnel file to determine any matter affecting such employee; however, the foregoing shall not apply to any pre-employment materials.

b. Notice to review such files shall be given by the employee or the Union in writing to Temple and the files shall be made available by Temple within four (4) working days after receipt of such notice. The Union agrees not to utilize this right in an abusive or excessive manner.

Section 2.

Temple agrees to meet and discuss to review and update, where necessary, the generic job descriptions, job titles and the criteria for establishing pay grades.

Section 3.

An employee who has successfully passed a typing test shall not be required to be retested within a one (1) year period.

Section 4.

Temple shall continue to provide a safe and secure place of work for its employees.

Section 5. Joint Safety Committee

The Joint Safety Committee, as established by Temple and the Union, will meet at least on a

quarterly basis for the purpose of making recommendations on safety and health conditions in the work place. The findings of this Committee shall not be subject to the grievance and arbitration provision of this contract.

Section 6. Direct Deposit

Temple will offer Direct Deposit to all bargaining unit employees as soon as practicable.

ARTICLE XXVIII DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2001 and shall remain in effect until and including June 30, 2006, and shall continue in full force and effect thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents as of the day and year first above written.

**THE GUILD OF PROFESSIONAL, TECHNICAL
AND CLERICAL EMPLOYEES, A DIVISION
OF NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES, AFSCME,
DISTRICT 1199C, AFL-CIO**

**TEMPLE UNIVERSITY OF THE
COMMONWEALTH SYSTEM OF
HIGHER EDUCATION**

Henry Nicholas
President

Robert B. Birnbrauer
Vice President, Human Resources/
Chief Negotiator

/s/ Sharon Boyle
Manager, Labor Relations

/s/ Sandra Caprisecca
Director, Staffing and Labor

/s/ Kay Deming-Graham
Director, Human Resources

/s/ Timothy M. Fehrle
Director, Labor Relations

/s/ Richard D. Lutman
Assistant Director, Labor Relations

/s/ James J. Mohan
Associate Vice President, Human Resources

**APPENDIX A
CHECK-OFF AUTHORIZATION**

DATE _____

TO _____

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by District 1199C, National Union of Hospital and Nursing Home Employees, AFL-CIO, as a condition of membership and in addition thereto, to deduct each month my monthly membership dues from my wages or salary, and to remit all such deductions so made to the National Union of Hospital and Nursing Home Employees, AFL-CIO, no later than the tenth day of each month immediately following the date of deduction or following the date provided in the Agreement for such deduction. This authorization shall remain in full force and effect until the same is revoked by me in writing, copies of which revocation have been sent to the Hospital and to the Union.

Soc. Sec. No. _____

Clock No. _____

Dept. _____

Signature _____

Address _____

APPENDIX B

**TEMPLE UNIVERSITY CLERICAL
SALARY STRUCTURE**

Effective 7/01/01

Effective 7/01/02

GRADE LEVEL	Hrs/Wk	HIRE RATE	JOB RATE	GRADE LEVEL	Hrs/Wk	HIRE RATE	JOB RATE	GRADE LEVEL
B	Hourly	\$ 9.67	\$ 10.34	B	Hourly	\$ 9.96	\$ 10.65	B
C	Hourly	\$ 10.10	\$ 10.88	C	Hourly	\$ 10.40	\$ 11.21	C
D	Hourly	\$ 10.57	\$ 11.40	D	Hourly	\$ 10.89	\$ 11.74	D
E	Hourly	\$ 11.55	\$ 12.44	E	Hourly	\$ 11.90	\$ 12.81	E
F	Hourly	\$ 12.32	\$ 13.29	F	Hourly	\$ 12.69	\$ 13.69	F
G	Hourly	\$ 13.60	\$ 14.70	G	Hourly	\$ 14.01	\$ 15.14	G
H	Hourly	\$ 14.80	\$ 16.01	H	Hourly	\$ 15.24	\$ 16.49	H

APPENDIX B (CONT'D)

Effective 7/01/04

Effective 7

GRADE LEVEL	Hrs/Wk	HIRE RATE	JOB RATE
B	Hourly	\$ 10.57	\$ 11.30
C	Hourly	\$ 11.03	\$ 11.90
D	Hourly	\$ 11.56	\$ 12.45
E	Hourly	\$ 12.63	\$ 13.59
F	Hourly	\$ 13.46	\$ 14.52
G	Hourly	\$ 14.86	\$ 16.06
H	Hourly	\$ 16.17	\$ 17.49

GRADE LEVEL	Hrs/Wk	HIRE RATE
B	Hourly	\$ 10.89
C	Hourly	\$ 11.36
D	Hourly	\$ 11.91
E	Hourly	\$ 13.01
F	Hourly	\$ 13.86
G	Hourly	\$ 15.31
H	Hourly	\$ 16.66

APPENDIX C

**TEMPLE UNIVERSITY BIBLIOGRAPHIC ASSISTANTS
SALARY STRUCTURE**

Title	GRADE LEVEL	Effective 1-Jul-01 3.00%	Effective 1-Jul-02 3.00%	Effective 1-Jul-03 3.00%	Effective 1-Jul-04 3.00%
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Bibliographic Asst I Position #100012	R18				
	Hire Rate	\$ 13.04	\$ 13.43	\$ 13.83	\$ 14.24
	Job Rate	\$ 14.20	\$ 14.63	\$ 15.06	\$ 15.51
Bibliographic Asst II Position #100019	R28				
	Hire Rate	\$ 13.53	\$ 13.94	\$ 14.35	\$ 14.78
	Job Rate	\$ 14.65	\$ 15.09	\$ 15.54	\$ 16.01
Bibliographic Asst III Position #100020	R38				
	Hire Rate	\$ 14.79	\$ 15.23	\$ 15.69	\$ 16.16
	Job Rate	\$ 16.05	\$ 16.53	\$ 17.02	\$ 17.53

July 12, 2001

Henry Nicholas, President
National Union of Hospital and
Health Care Employees, AFSCME, AFL-CIO
District 1199C
1319 Locust Street
Philadelphia, PA 19107

RE: Letters of Agreement

Dear Mr. Nicholas:

This is to confirm that in accordance with the negotiated Collective Bargaining Agreement, the following has been agreed to:

1. Unit Clerks – Weekend Scheduling
Temple will continue its practice of scheduling its Unit Clerks off every other weekend. Weekend shifts not worked due to illness or requested time off may be rescheduled.
2. Negotiation Pay
Temple agrees to pay up to seven (7) members for participation in up to seven (7) negotiating sessions.
3. Unit and Departmental Postings
Shift openings within a position will be offered to the effected departments' employees and the shift will be awarded to the individual with the most bargaining unit seniority. This does not include an increase in hours. Employees who have active formal disciplines (written warning or above) may be denied shift transfer at the discretion of their manager. Open positions as a result of the above will be posted in accordance with University policy.
4. Union Business
Temple agrees to reaffirm with management the spirit and intent of the original agreement that delegates shall be given reasonable opportunity from time to time to investigate grievances and otherwise carry out Union business pertaining to their departments in accordance with Article V, Section 5.
5. Parking Deductions
Temple will make the parking deductions on a pre-tax basis as soon as administratively possible.
6. Bulletin Boards
Temple will take the necessary steps to provide for bulletin board space at Vivacqua Hall, Temple Children's and relocate the bulletin board at Ambler after review with the Union delegate.

7. Sick Leave

Article XXII, Section 4(b) shall be implemented during the term of the Agreement as follows:

For Fiscal Year Commencing July 1, 2001:

If an employee has at least seventy (70) days in his/her sick bank at the beginning of the fiscal year (July 1), Article XXII, Section 4(a) does not apply for that fiscal year.

For Fiscal Year Commencing July 1, 2002:

If an employee has at least eighty (80) days in his/her sick bank at the beginning of the fiscal year (July 1), Article XXII, Section 4(a) does not apply for that fiscal year.

For Fiscal Year Commencing July 1, 2003:

If an employee has at least ninety (90) days in his/her sick bank at the beginning of the fiscal year (July 1), Article XXII, Section 4(a) does not apply for that fiscal year.

For Fiscal Year Commencing July 1, 2004:

If an employee has at least one hundred (100) days in his/her sick bank at the beginning of the fiscal year (July 1), Article XXII, Section 4(a) does not apply for that fiscal year.

Vacation changes in consideration with Paid Sick Leave Proposal
(There is no intent to reduce the current practice)

Employees with at least two (2) weeks vacation may take one (1) week in half (1/2) day or one (1) day increments. Employees with four (4) weeks vacation may take two (2) of those weeks in one (1) day increments. Of those two (2) weeks, one (1) week may be taken in half (1/2) day increments.

The selection of single and half days should not interfere with vacation quotas and notification is to be the same as agreed upon for personal days. The granting and refusal of such vacation (single and half days) shall be a matter solely in the discretion of Temple, provided, however, the granting of such vacation shall not be unreasonably withheld by Temple.

Sincerely,

/s/Robert B. Birnbrauer
Associate Vice President for
Human Resources/Chief Negotiator

Agreed: _____
Henry Nicholas