



Temple
University

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**TEMPLE UNIVERSITY
GRADUATE STUDENT ASSOCIATION/
AMERICAN FEDERATION OF TEACHERS
(TUGSA/AFT)**

QJ 4/19/02

ARTICLE I RECOGNITION

Temple University recognizes the Temple University Graduate Student Association, American Federation of Teachers (TUGSA/AFT) pursuant to the Pennsylvania Labor Relations Board NISI Order of Certification of April 6, 2001 in Case No. PERA-R-99-58-E (described in A. below) and the March 5, 2001 Memorandum of Agreement (unit definition) in Case No. PERA-R-99-58-E (described in B. below), and in accordance with the agreements appended as follows: (1) side letter elaborating unit definition in Case No. PERA-R-99-58-E (Appendix A); (2) letters of agreement dated September 14, 2001, and Memorandum of Agreement attached thereto (Appendices B, C, and D); and (3) the Board Resolution recommended and approved by Temple University Board of Trustees (Appendix E).

A. The unit deemed appropriate for the purpose of collective bargaining is a subdivision of the employer unit comprised of all matriculated students enrolled full-time in a graduate degree program of study who, as teaching assistants, training grant holders, graduate assistants or research assistants, regularly, as part of services rendered to the University, performs one or more of the following services and do not receive a direct academic benefit for performing the services: (i) lecture, proctor, grade, instruct a laboratory, tutor or lead recitations (either alone or with a faculty member); or (ii) perform research (library, laboratory, field/survey or clinical) either alone or with a faculty member; and excluding all other teaching assistants, graduate assistants, research assistants, fellowship recipients, training grant holders, management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

B. In accordance with the March 5, 2001 Memorandum of Agreement (unit definition) Direct academic benefit shall mean: (a) receipt of academic credit (i.e., semester hour credit grade, or satisfaction of a degree requirement); or (b) the use of research provided pursuant to the assistantship as a component of a master's thesis, master's project or doctoral dissertation, or otherwise for receipt of academic credit.

ARTICLE II NON - DISCRIMINATION

Neither Temple nor TUGSA shall discriminate against or in favor of any employee because of race, color, creed, marital status, sexual orientation, national origin, political belief, political affiliation, sex, age, Vietnam Era and special disabled veterans, HIV status, TUGSA membership or non-membership. Neither party shall discriminate against persons with disabilities who, with reasonable accommodation, can perform the essential functions of the job or activity in question.

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**ARTICLE III
AFFIRMATIVE ACTION**

Temple and TUGSA agree to cooperate in the implementation of the Affirmative Action Plan. Temple agrees to provide TUGSA with a copy of the current Affirmative Action Plan of the University and to provide an updated copy within 30 days of any change being approved by the Board of Trustees.

**ARTICLE IV
RIGHTS OF TEMPLE**

A. Nothing contained herein shall limit or be construed to limit the powers, rights and authority of the Board of Trustees of the University for the entire management, control and conduct of the instructional, administrative and financial affairs of the University pursuant to the Temple University - Commonwealth Act, 24 P.S. §2510-1 et seq.

B. In accordance with the rights established by Act 195, public employers shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion of policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

C. The management, administration and control of Temple's operations, programs, activities, mission and resources, 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, to subcontract all or any portion of its operation and to change or eliminate existing methods whether or not the same causes any reduction in the working force, or to 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 above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of such rights by Temple. The parties recognize that none of the management rights enumerated above or any other management rights shall be subjects of bargaining or grievances.

D. The rights of management are limited only as expressly limited by the language of this agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.

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**ARTICLE V
UNION RIGHTS**

A. Temple will provide three (3) bulletin boards, which may be used by the Union for the purpose of posting only Union notices. Such bulletin boards shall be conspicuously located at places readily accessible to the employees' place of work.

B. Representatives of the Union, after receiving permission from the Office of Labor Relations, or its designee, shall have reasonable access to Temple premises for the purpose of administering this Agreement.

C. Grievance Representatives shall be given reasonable opportunity to investigate grievances and otherwise carry out Union business pertaining to their college or school so long as it does not interfere with any bargaining unit member's work. No Grievance Representative can leave his/her work area to address Union issues during work hours.

D. No TA/RA shall engage in any Union activity or business, including the distribution of literature, during work time or in working areas.

E. No later than thirty (30) days after the beginning of a semester, Temple will provide a report of bargaining unit members including the following information: name, department, monthly compensation, termination date of appointment, and address.

F. In accordance with and subject to University policy, TUGSA may be entitled to the use of meeting rooms upon application to and approval from the University at the appropriate rate.

G. TUGSA shall have the right to use at no cost the campus mail for distribution of its official communications.

**ARTICLE VI
UNION DUES CHECK-OFF**

A. Temple agrees that it will collect dues payable to the Union and deposit such dues collections in an interest bearing escrow account until the following occur:

- (i) TUGSA is authorized by law to collect such dues.
- (ii) TUGSA annually files a copy of its Constitution, By-laws and LM-1, 2, 3 or 4 report in the form consistent with the Labor Management Reporting and Disclosure Act (LMRDA) with the Department of Labor and Temple.

B. Temple will accept and act upon only such signed written authorizations to collect dues for each semester as it deems to be in proper form. TUGSA shall forward these authorizations to the Human Resources Office. Authorizations will be effective for salary

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payment dates beginning fifteen (15) days after receipt by the Human Resources Office. Temple will deduct from the wages of the employee, such sum as the employee shall authorize so long as such authorization remains in effect.

C. Within fifteen (15) days after the close of any payroll period, Temple shall forward to TUGSA (1) the dues deducted in the last payroll period and (2) a list showing the names of the bargaining unit members who authorized such deductions and the amounts deducted. TUGSA and Temple agree to cooperate in resolving any discrepancies in dues deductions.

D. TUGSA shall defend, indemnify and hold harmless Temple, and its employees, from any and all liability, claims, costs and expenses (including attorney's fees) arising from compliance with this Article or in reliance on any authorization furnished under this Article.

ARTICLE VII GRIEVANCE PROCEDURE

A. Temple and TUGSA agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. In the event a grievance may arise between Temple and TUGSA, involving the interpretation and application of this Agreement, a grievance procedure is described below for the orderly resolution of such grievances. TUGSA shall be notified in advance and shall have the right to be present at meetings specified in all steps. The grievant shall have the right of TUGSA representation, or may be self-represented.

Step 1. Within fifteen (15) days after the grievance occurs or after the grievance should have been known, it shall be presented in writing to the Dean or his/her designee, as approved by the University. The Dean or his/her designee shall discuss and answer the grievance in writing within five days after receiving the presentation, with copies to the Provost and TUGSA.

Step 2. A grievance unresolved in Step 1 may be appealed in writing to the designated University officer within five days of the grievant's receipt of the response or lack thereof in Step 1. A grievance so presented in Step 2 shall be answered by Temple in writing within 20 days after its presentation.

B. Failure on the part of Temple to answer a grievance at any step within the specified time limits shall not be deemed acquiescence thereto and the grievant or TUGSA may proceed to the next step. If the failure to respond occurs at Step 2, the arbitration provisions of this Agreement may be utilized. Failure by the grievant to appeal to the next step within the specified time limit shall be deemed acceptance of the decision rendered at that step.

C. A grievance on behalf of Temple may be presented initially at Step 2 by notice in writing, addressed to TUGSA at its offices.

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

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

F. The Dean or his/her designee may conduct an informal review in an effort to resolve complaints promptly before they rise to the level of a grievance. The decisions made in the informal review process shall not be binding on Temple University unless approved by the Dean. This process neither prevents the initiation of a formal written grievance at Step 1 nor does it extend time limits.

ARTICLE VIII ARBITRATION PROCEDURE

A. A grievance which has not been resolved may within twenty (20) working days after completion of the final step of the grievance procedure be referred to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules then in force of the American Arbitration Association.

B. The language used in this Agreement shall be binding upon the arbitrator. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms or provisions of this Agreement.

C. The decision of the arbitrator shall be final and binding on Temple, TUGSA and the TA/RAs involved.

D. The costs of arbitration shall be shared equally by Temple and TUGSA. Such costs shall be limited to the Arbitrator's fee and expenses and the charges of the American Arbitration Association.

EXPEDITED ARBITRATION PROCEDURE

The parties agree that in some instances it is in their respective best interests to expedite certain grievances that are submitted to arbitration. Together, TUGSA and Temple, shall meet with the American Arbitration Association to establish such an expedited arbitration procedure. In an expedited arbitration hearing, upon request by either party, an arbitrator will hear the case within four (4) weeks of appointment and render an Award and Opinion four (4) weeks after the close of the hearing.

ARTICLE IX NO STRIKE/NO LOCKOUT

A. During this Agreement, the Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, condone, or sanction any strike, sit-down, slow-down, cessation, stoppage or picketing, where the object of such picketing is to cause any employee of Temple University to strike, slow-down, cease, stop or interrupt his or her work or otherwise boycott, or otherwise interfere with the operations of Temple University or to cause an employee to strike, slow-down cease

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providing services to, or interrupt or interfere with the operations of Temple University or any other Temple-affiliated healthcare entity or provider, or any other educational institution or other Temple facility.

B. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, condone, or sanction any picketing (as described in Section A), strike, sit-down, slow-down, cessation, stoppage or interruption of work, boycott or interference with the operations of Temple University or any Temple-affiliated healthcare entity or provider or educational institution or other Temple facility, where such picketing, strike, sit-down, slow-down, cessation or stoppage or interruption of work, boycott or interference with the operations is in violation of a collective bargaining agreement covering the employees of the other Temple facility or is otherwise illegal.

C. In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as described in Section A), strike, sit-down, sit-in, slow-down, cease or stop or interrupt work, or boycott or otherwise interfere with the operations of Temple University or any other Temple-affiliated healthcare entity or provider or any educational institution during the term of this Agreement occur, the Union shall, within twenty-four (24) hours of a request by Temple University, do all of the following:

1. Publicly disavow such action by the employees.
2. Advise the Office of Labor Relations of Temple and Human Resources Department of Temple University in writing that such action by employees has not been called or sanctioned by the Union.
3. Notify employees of its disapproval of such action and order such employees in writing to cease such action and return to work immediately.
4. Post notices at the Union Bulletin Board advising that it disapproves of such action and instructing employees to return to work immediately.
5. Failure of the Union to take such actions shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, such activity or continued activity as described above.

D. The Employer will not lock out employees during the term of this Agreement.

ARTICLE X OTHER EMPLOYMENT

With the recognition that the TA/RA's primary responsibilities are to Temple University and employment is secondary to academic endeavors, any other employment (within or outside of Temple) will be permissible only if it does not interfere with assigned duties or responsibilities and is in accordance with other Temple policies. Any TA/RA seeking other employment must notify the University by completing and submitting the "Request for Other Employment" form. A designated University officer will approve or deny any such request within five (5) working days of the proposed start date provided the request is made at least fifteen (15) working days prior to the proposed start date. In all cases, the request will be

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handled as expeditiously as possible. If there is no response within ten (10) days of the filing of the request, the other employment will be deemed to be approved for the current semester only. Any decision by the University regarding other employment is not subject to the grievance and arbitration procedure.

ARTICLE XI WORKLOAD

A. A maximum of 20 calculated clock hours of service per week is required of TA/RA's for a full-time appointment. Assignment of work is recognized by the Union as a Management Right in accordance with Article IV. The definition of calculated clock hours will be determined in accordance with the workload guidelines established by Temple. Neither the established workload guidelines, nor the implementation, application or changes made by Temple, are subject to the grievance and arbitration procedure of this Agreement. In the event Temple amends the workload guidelines, a meet and discuss will be held with the Union prior to implementation.

B. Workload Review

In addition to Section I.A.4 of the workload guidelines established by Temple, if a TA/RA contends that his/her workload exceeds the maximum provided in his/her assignment, as determined according to the workload guidelines established by Temple, the TA/RA may request a workload review with an officer designated by the University. Such request must be in writing and set forth the reasons supporting the claim.

The designated University officer may, within two (2) weeks, resolve the matter or he/she may select and convene an advisory committee. Such committees may be convened in 1) the sciences, 2) education, business, social sciences, and health, or 3) the arts and humanities. The committees will include, at a minimum, one faculty member, one TA/RA, one academic administrator, and the designated University officer (or his/her designee) who will serve as Chair. The employee may request that a Union representative be present. The designated University officer will decide the issue within two (2) weeks after the committee is convened and respond in writing. This decision is not subject to the grievance or arbitration procedures.

As an example, if the designated University officer concludes that the work performed by the TA/RA exceeds the work required by his/her appointment letter, he/she may:

1. Pay for any such additional hours already worked on a pro rata basis;
2. Add assistance for the completion of ongoing additional work;
3. With the consent of the TA/RA, increase the workload set forth in the appointment letter to include the additional hours of work and increase the TA/RA's wages commensurately. In no event shall such increased workload exceed a maximum of 20 calculated clock hours per week.

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**ARTICLE XII
PERFORMANCE EVALUATION**

A. The University may in its discretion establish criteria, methods and procedures for evaluating the performance of TA/RA's. Such evaluations shall be based on the performance of duties and criteria communicated to the TA/RA by the University. The criteria, method, and procedures of the evaluation shall not be subject to the grievance and arbitration procedures in this Agreement.

B. Such evaluations may be utilized for corrective action and/or for professional development.

C. Evaluations will be discussed with the TA/RA, and a record of such evaluation will be signed by both the University's representative and the TA/RA and placed in the TA/RA's personnel file. This signing shall not be deemed to constitute approval by the TA/RA. The TA/RA is entitled to attach any written comment or refutation the TA/RA deems appropriate to the evaluations and is entitled to a copy of the evaluation. Evaluations shall not be shared outside the University without the written permission of the TA/RA, except as required by law.

**ARTICLE XIII
WAGES**

Section 1 - General

A. Teaching Assistants and Research Assistants will be grouped by Disciplines (Appendix F) as follows:

Sciences
Education, Business, Social Sciences and Health
Arts, Humanities and Others

A. The annual minimum compensation for each Discipline below is based upon two full-time semesters of 20 calculated hours per week. Both summer sessions combined are equivalent to a full semester.

(i) Discipline	Academic Year - 2002/2003	
	Current	New
Sciences	\$11,000.00	\$13,400.00
Education, Business, Social Sciences and Health	\$11,000.00	\$12,900.00
Arts and Humanities and Others	\$11,000.00	\$12,400.00

(ii) Wages for fractional appointments will be set proportionately based on calculated clock hours in accordance with the workload guidelines established by Temple.

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(iii) In the event an assignment is changed during the semester, the average clock hours and the compensation will be recalculated pursuant to the provisions of the workload guidelines established by Temple.

C. Effective for the Academic Year 2003 – 2004. The annual minimum compensation for each Discipline below is based upon two (2) full-time semesters of 20 calculated hours per week. Both summer sessions combined are equivalent to a full semester.

(i) Discipline	Academic Year – 2003/2004
Sciences	\$13,368.00
Education, Business, Social Sciences and Health	\$13,254.00
Arts and Humanities and Others	\$12,741.00

(ii) Wages for fractional appointments will be set proportionately based on calculated clock hours in accordance with the workload guidelines established by Temple.

(iii) In the event an assignment is changed during the semester, the average clock hours and the compensation will be recalculated pursuant to the provisions of the workload guidelines established by Temple.

D. Effective for the Academic Year 2004 – 2005. The annual minimum compensation for each Discipline below is based upon two (2) full-time semesters of 20 calculated hours per week. Both summer sessions combined are equivalent to a full semester.

(i) Discipline	Academic Year – 2004/2005
Sciences	\$14,146.00
Education, Business, Social Sciences and Health	\$13,618.00
Arts, Humanities and Others	\$13,091.00

(ii) Wages for fractional appointments will be set proportionately based on calculated clock hours in accordance with the workload guidelines established by Temple.

(iii) In the event an assignment is changed during the semester, the average clock hours and the compensation will be recalculated pursuant to the provisions of the workload guidelines established by Temple.

E. Effective for the Academic Year 2005 – 2006. The annual minimum compensation for each Discipline below is based upon two (2) full-time semesters of 20 calculated hours per week. Both summer sessions combined are equivalent to a full semester.

(i) **Discipline**

Sciences	\$14,535.00
Education, Business, Social Sciences and Health	\$13,992.00
Arts, Humanities and Others	\$13,451.00

(ii) Wages for fractional appointments will be set proportionately based on calculated clock hours in accordance with the workload guidelines established by Temple.

(iii) In the event an assignment is changed during the semester, the average clock hours and the compensation will be recalculated pursuant to the provisions of the workload guidelines established by Temple.

F. The University may in its sole discretion pay an individual TA/RA more than the minima established in this Article for any reason whatsoever (such as, but not limited to, merit for individual performance, market factors, competitive salary offers by others) or in any form (such as, but not limited to, a bonus payment or an adjustment to the base).

**ARTICLE XIV
TUITION**

TA/RAs covered by this Agreement shall be entitled to tuition as follows:

- (i) Temple will provide one hundred percent (100%) tuition remission for a full-time appointment in accordance with the workload guidelines established by Temple.
- (ii) Temple will provide pro rata tuition remission for fractional appointments as defined by the workload guidelines established by Temple.

**ARTICLE XV
HEALTH INSURANCE BENEFITS**

A. Unless otherwise specified in this Agreement, upon enrollment at the Human Resources Department within the first two weeks of the beginning of the appointment, all TA/RAs covered by this Agreement shall become eligible to elect one of the following plans to be effective with the beginning of the semester: Blue Cross/Blue Shield CompSelect, Keystone Point of Service for PA or NJ, Aetna Point of Service for PA or NJ.

B. Temple University shall maintain its right to change any of the above-mentioned carriers at its sole discretion. Prior to making any change, Temple University will meet and discuss with TUGSA. In the event that Temple determines to change its above-

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mentioned earlier during the course of a TA/RA's appointment, a substantially equivalent level of benefits will be maintained during the remainder of that appointment.

C. Individuals who elect coverage under any of these plans may make contributions for their elected coverage through payroll deduction. For the months of September through May their payment will be deducted or reduced from their pay and Temple will make its corresponding contribution. In order to pay for annual coverage, the employer contributions will be made in nine (9) equal monthly installments. Each installment will be 1/9th of the employee's annual cost of selected coverage. In the event there are insufficient payroll funds to cover the coverage, arrangements can be made with the Human Resource Department for the employee to pay the required premium.

- (i) For the term of the Agreement, Temple will contribute 100% of the required single premium for selected health care coverage for Keystone for nine (9) months coverage, regardless of any premium increase.
- (ii) For the term of the Agreement, Temple will contribute 100% of the single premium for selected health care coverage for CompSelect twelve (12) months coverage, regardless of any premium increase.
- (iii) Fractional appointments will have these contributions pro-rated.

D. When the coverage elected above terminates, TA/RAs will be eligible to pay the premium for continued coverage as provided under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA).

ARTICLE XVI UNPAID LEAVES

A. A TA/RA will be granted a military leave of absence in accordance with applicable laws and University policy.

B. A TA/RA may request an unpaid personal leave of absence or may request an unpaid leave for an extended absence due to illness or injury, for up to fifteen (15) consecutive calendar days. The University may approve such leave in its sole discretion. The TA/RA will retain health insurance and tuition remission benefits but not wages during such leave. The University will not unreasonably deny such request.

C. Upon written application to the University, a TA/RA may request an unpaid leave of absence in excess of fifteen (15) consecutive days but in no event greater than the remainder of the semester. The University may approve such leave at its sole discretion and will determine whether health insurance benefits will be extended for the approved leave. Wages will not be extended during the approved leave. The University will not unreasonably deny such request.

D. No leave of absence will be granted for a TA/RA to engage in other employment.

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ARTICLE XVII
PAID LEAVE

Section 1 - Funeral Leave:

A TA/RA will be granted up to three (3) consecutive calendar days to attend the funeral of his/her spouse, father, mother, child, grandparent, sister or brother without loss of pay or benefits. One of the days must be the funeral day. A TA/RA must notify his/her supervisor prior to taking such leave. The University reserves the right to demand proof of any death and relationship for which leave is taken.

Section 2 - Jury Duty Leave:

A TA/RA who is absent from assigned duty because of selection for jury duty shall be entitled to his/her regular pay and benefits for the period of time he/she is required to serve, less the compensation for jury duty. A TA/RA called to jury duty shall notify his/her supervisor as soon as possible before the absence for jury duty and shall be required to present a statement issued and signed by the clerk of the court stating the dates the TA/RA was on jury duty and the amount of compensation paid.

Section 3 - Sick Leave

A. Sick leave is defined as an absence of an employee by reason of personal illness or injury that is non-work connected or is not compensated under the Workers' Compensation Law of the Commonwealth of Pennsylvania.

B. A TA/RA who is unable to meet employment obligations because of such personal illness or injury must notify his/her supervisor and comply with University policy to ensure proper class coverage. In addition, the TA/RA shall cooperate with Temple in making every effort to assist in arrangements for another qualified person to meet the TA/RA's employment obligations. Temple may require written certification by a physician or other proof of illness or injury hereunder. TA/RA's who have been on sick leave also may be required to be examined by the Temple employee health service physician or his/her designee before being permitted to return.

C. There shall be no reduction of pay for up to three (3) scheduled work days per semester for which the TA/RA reports as being too sick to work. Thereafter, for a full-time appointment, fifty-six dollars (\$56.00) will be deducted from his/her pay for each day of absence. Sick leave days not used will expire at the end of the semester. For fractional appointments the reduction of pay will be pro-rata.

D. For an extended absence due to illness or injury of five (5) consecutive working days the University may, at its sole discretion, terminate the TA/RA appointment.

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**ARTICLE XVIII
OFFICE SPACE, SUPPLIES AND EQUIPMENT**

Office space, desk space, laboratory facilities, and access to telephone and computer equipment will be provided to the extent necessary for the performance of duties, subject to availability. All work related photocopying is permitted with prior departmental approval.

If a TA has instructional responsibilities for a course, textbooks and other instructional material will be provided for that course.

**ARTICLE XIX
EDUCATION AND TRAINING**

A. Temple will provide employment related education and training programs to newly appointed TA/RA's, as Temple deems necessary. Such required education and training programs will be without cost to the TA/RA.

B. TA/RA's will have access to all relevant professional development programs offered on the same basis as other Temple employees so long as their participation does not interfere with their work obligations.

C. Professional Development - No provision of the contract shall preclude the University from scheduling mandatory professional development training programs prior to the beginning of an academic semester. Temple will then commensurately reduce or eliminate the work obligations required to attend those training programs by equivalent clock hours at other times during the semester, or offset equivalent clock hours currently paid for and not assigned.

**ARTICLE XX
HEALTH AND SAFETY**

Temple agrees to continue to make reasonable provisions for the safety and health of bargaining unit members in pursuit of University recognized professional responsibilities. Such reasonable provisions may include providing, maintaining and training in the safe and proper use of equipment necessary for the work. Appropriate safety equipment shall be furnished to employees as required. Temple and TUCSA agree to meet and discuss regularly concerning health, safety and security issues.

**ARTICLE XXI
SAVINGS CLAUSE**

This Agreement is subject to all applicable laws now or hereinafter in effect; and to the legal regulations, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of laws or regulations of the United States or of the Commonwealth 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.

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**ARTICLE XXI
ENTIRE AGREEMENT AND WAIVER**

Temple and TUGSA acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals on any subject or matter permitted by law, and that this Agreement and Appendices set forth the entire agreement of the parties. Accordingly, except as specifically set forth in the Article entitled Duration of Agreement, Temple and TUGSA each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively during the life of this Agreement with respect to any subject or matter whatsoever, whether or not within the contemplation of the parties, and whether or not referred to in this Agreement and Appendices.

**ARTICLE XXIII
DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification and approval by Temple's Board of Trustees, and shall continue in full force and effect up to and including February 15, 2006. It shall automatically be renewed from year to year thereafter unless and until either party hereto shall give to the other party written notice in accordance with the applicable law, but in no event shall such written notice occur less than ninety (90) days prior to the termination of the Agreement. Such written notice shall be given by certified mail, return receipt requested to the University Labor Relations Office, Room 408, University Services Building, 1601 North Broad Street, Philadelphia, Pennsylvania 19122, and TUGSA/AFT, 1501 North Broad Street, First Floor, Side Office, Philadelphia, Pennsylvania 19122.

Arthur Hochman 4/10/02

Jonathan C. Rotnemel

Anthony Slick

April C. Zogers

[Signature]

Thomas J. *[Signature]*

[Signature] 4/10/02

James J. Mohr

Timothy F. Fehle

Mark A. Schuenke

APPENDIX A
Side Letter
PLRB Case No. PERA-R-99-58-E

Representatives of Temple University and the Temple University Graduate Students' Association ("TUGSA"), American Federation of Teachers, AFL-CIO, hereby enter into this side letter further elaborating on the TUGSA unit definition.

1. It is agreed by the parties that in defining which teaching assistants, training grant holders, graduate assistants or research assistants are in the bargaining unit, the parties will review the services to be rendered to the University. Where an individual spends 50% or more of his/her time engaging in any of the activities described in the TUGSA unit definition, that individual will be included in the bargaining unit. For example, in the School of Education, some graduate assistants are assigned 10 hours a week of teaching duties and 10 hours a week of administrative/clerical duties. This individual would be included in the bargaining unit because exactly 50% of his/her duties are within the definition of bargaining unit work. As another example, if a graduate assistant is assigned teaching duties one third of his/her time and administrative/clerical duties two thirds of his/her time, the individual would be excluded from the bargaining unit because less than 50% of his/her duties are within the definition of bargaining unit work.
2. In cases in which the graduate assistant's teaching duties consist solely of proctoring and/or grading, in order to be included in the unit the graduate assistant must also participate in the course in some fashion, i.e., required regularly to attend lectures or required regularly to assist in the preparation of lectures, labs or recitations.
3. In order to avoid a situation where a graduate assistant in the bargaining unit would use research generated pursuant to the assistantship as a component of a master's thesis, master's project, or doctoral dissertation, or otherwise attempt to use the research for receipt of academic credit, any graduate assistant who is appointed to perform research services (library, laboratory, field/survey or clinical) will be asked upon initial appointment to declare whether or not he/she intends to receive a "direct academic benefit," (as described in the TUGSA unit definition) from performing the services described above. The graduate assistant will be advised that if he/she declares an intent to receive a "direct academic benefit," a subsequent attempt to receive a "direct academic benefit" will be disallowed by the University. The University also may require a graduate assistant in the bargaining unit, at the time he/she submits any materials for "academic credit" (as defined in the TUGSA unit definition), to affirm that he/she has not used any research undertaken pursuant to the assistantship in those materials. Finally, a procedure will be established by the University to allow a graduate assistant in the bargaining unit who subsequently decides to alter his/her academic plan such that he/she may wish to use research generated pursuant to the assistantship for "direct academic benefit" to obtain the University's authorization to do so. The procedure would provide that the appeal must be made to the President of the University or his/her designee within a reasonable period of time and before the graduate assistant attempts to use the research for "direct academic benefit." TUGSA agrees that the

GH
4/10/02

AMJ
4/10/02

decision of the President or his designee will be final, non-appealable and not subject to any grievance process that may be agreed to by the parties.

4. The parties agree that research (library, laboratory, field/survey or clinical) shall include data collection and/or analysis.
5. The parties agree that, if the graduate student's services meet the TUGSA unit definition, then a working title other than teaching assistant, training grant holder, graduate assistant or research assistant shall not be used to exclude the student from the bargaining unit. In this regard, the University reserves the right to assign working titles pertinent to respective disciplines. For example, the titles "teaching assistant" and "apprentice" in the Schools of Art and Music shall not serve to remove a graduate student from the bargaining unit, so long as the services that student performs satisfy the TUGSA unit definition.

R. D. Brinkman 4/10/02

A. H. 4/10/02

APPENDIX B

September 14, 2001

Dr. Arthur Hochner
TUGSA/AFT
1501 North Broad Street
1st Floor, Side Office
Philadelphia, PA 19122

RE: Memorandum of Agreement
TUGSA/AFT

Dear Dr. Hochner:

We have met with TUGSA representatives, without prejudice to our position, in an attempt to ensure that all academic matters would be excluded from any collective bargaining process.

Attached is a Memorandum of Agreement reached with the understanding and agreement that nothing contained herein shall limit or be construed to limit the powers, rights and authority of the Board of Trustees of the University for the entire management, control and conduct of the instructional, administrative and financial affairs of the University pursuant to the Temple University - Commonwealth Act, 24 P.S. §2510-1 et seq.

This Agreement requires the approval of the Board of Trustees. Upon execution of this Agreement, I will take the necessary steps to place this on the Board Agenda as soon as possible for the Board to reconsider its position.

In the event the Board of Trustees decides to drop the appeal to the Final Order of Certification in Case No. PERA-R-99-58-E, Temple and TUGSA/AFT will commence in good faith bargaining.

Sincerely,

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

RBB:akm
Attachment

Agreed: /s/Arthur Hochner

AKH 4/14/02

RBB 5/10/02

APPENDIX C
MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between Temple University - Of The Commonwealth System of Higher Education (hereinafter referred to as "Temple"), and the Temple University Graduate Students Association, an affiliate of the American Federation of Teachers (hereinafter referred to as "TUGSA/AFT").

TUGSA/AFT understands and agrees that academic matters are outside the scope of collective bargaining, and shall not be raised as matters on which the University must bargain, negotiate, or meet and discuss with the Union.

The following are illustrative of the types of such matters, but are not intended to be all-inclusive. Such matters include: (1) all conditions and requirements for the admission of students to graduate programs; (2) all matters that pertain to the amount of any tuition, fees, awards, or student benefits (provided they are not terms and conditions of employment); (3) all matters that pertain to the merits, necessity, or organizational structure of any academic unit, department, program, or course established by the University; (4) all decisions relating to student financial aid; (5) all decisions relating to the granting of assistantships, including the number of assistantships to be awarded, initial appointments and any subsequent appointments to assistantships; (6) all decisions on a student's academic standing or progress (including removal for academic reasons); (7) all matters that pertain to degree and certificate requirements; (8) all matters pertaining to the content, teaching methods and supervision of courses, curricula and research programs; (9) all determinations of class size.

To demonstrate the Union's commitment to ensure that academic matters are excluded from the scope of bargaining, TUGSA/AFT provided an alphabetical list illustrative of the topics TUGSA/AFT expected to address in future contract negotiations: (1) benefits (e.g. health insurance, tuition remission, etc.); (2) employee performance evaluations; (3) grievance procedures; (4) hours and workload; (5) job training; (6) management rights; (7) nondiscrimination and affirmative action; (8) occupational health and safety; (9) personnel files; (10) procedures for termination and discipline; (11) appointment notification; (12) union recognition, rights, and security; and (13) wages.

In consideration for the above, Temple University, after approval by its Board of Trustees, agrees to: (1) drop the appeal to the Final Order of Certification in Case No. PERA-R-99-58-E; and (2) will recognize TUGSA/AFT as the exclusive representative for the members of the bargaining unit as defined in the Final Order of Certification; and neither party will seek to amend or modify the Unit Definition.

For TUGSA/AFT:

/s/ Arthur Hochner

For Temple:

/s/ Robert B. Birnbaum

QH 4/10/02

RB
4/10/02

APPENDIX D

September 14, 2001

Dr. Arthur Hochner
TUGSA/AFT
1501 North Broad Street
1st Floor, Side Office
Philadelphia, PA 19122

RE: TUGSA/AFT

Dear Dr. Hochner:

During our discussions with TUGSA/AFT, concern was expressed by the Union that Temple could modify any graduate programs degree requirements having the effect of reducing the size of the bargaining unit. It is clear that TUGSA/AFT acknowledges that all matters that pertain to degree and certificate requirements are not subject to collective bargaining and it is difficult to alleviate those concerns. Please be advised, however, that Temple has no intent of changing degree requirements for the purpose of changing the size of the bargaining unit and Temple agrees to meet and discuss no less than thirty (30) days in advance of such change with the Union. In the spirit of good faith, future changes to graduate programs' degree requirements shall not serve as the basis for excluding any individual who was on the final list of March 14, 2001.

Sincerely,

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

RBB:skm

Agreed: /s/Arthur Hochner

QH 4/14/02
RBB
4/14/02

APPENDIX E
BOARD RESOLUTION

THE BOARD OF TRUSTEES OF TEMPLE UNIVERSITY -
OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

RESOLUTION

Executive Committee
Wednesday, September 26, 2001

Ia. Temple University Graduate Students Association

On motion duly made and seconded, the Executive Committee, acting on behalf of the Board of Trustees, approved the recommendation of the Employee Relations Committee and (a) ratified the Memorandum of Agreement with the Temple University Graduate Students Association ("TUGSA") dated September 14, 2001, excluding academic matters from the scope of collective bargaining, (b) recognized TUGSA as the collective bargaining unit representative of certain teaching and research assistants as defined in the Nisi Order of Certification of the Pennsylvania Labor Relations Board ("PLRB") dated April 6, 2001, (c) authorized University Counsel to withdraw the Notice of Appeal from the decision of the PLRB that the University filed in the Court of Common Pleas of Philadelphia County on September 13, 2001, and (d) authorized the officers to commence negotiations on a collective bargaining agreement with TUGSA, with the understanding that any negotiated agreement is subject to approval by the Board of Trustees or its Executive Committee.

I hereby certify that the above resolution is a true and correct copy of the resolution adopted by the Executive Committee of Temple University - Of the Commonwealth System of Higher Education at their meeting held on September 26, 2001.

George E. Moore
George E. Moore, Secretary

QH 4/19/02
RB
4/10/02

**Appendix F
Sciences**

Degree Program	Degree
Anatomy and Cell Biology	PHD
Biochemistry	MS PHD
Biology	MA PHD
Cell Biology	MS
Chemistry	MA PHD
Civil Engineering	MSE
Clinical Psychology	PHD
Cognitive Psychology	PHD
Computer and Information Sciences	MS PHD
Developmental Psychology	PHD
Electrical Engineering	MSE
Engineering	PHD
Experimental Psychology	PHD
Geology	MA
Mathematics	MA PHD
Mechanical Engineering	MSE
Medicinal and Pharmaceutical Chemistry	MS PHD
Microbiology and Immunology	MS PHD
Molecular Biology and Genetics	PHD
Oral Biology	MS
Pathology	PHD
Pharmaceutics	MS PHD
Pharmacology (Medicine)	PHD
Physics	MA PHD
Physiology	MS PHD
Quality Assurance and Regulatory Affairs	MS
Social and Organizational Psychology	PHD

Qtd 4/10/02

JFB
4/10/02

Appendix F
Education, Business, Social Sciences, Health

Degree Program	Degree
Environmental Health	MS
Accounting	MBA
Accounting and Financial Management	MS
Actuarial Science	MS
Adult and Organizational Development	COM
African American Studies	MA, PhD
Anthropology	MA, PhD
Anthropology/Urban Studies	PhD
Applied Communications	MA
Business: Telecommunications/Mass Media	MA
Business Administration - Undeclared	MBA
Business Administration (Gen. Prog.)	MBA
Business Administration/Marketing	MS
Business Administration/Accounting	PhD
Business Administration/Finance	PhD
Business Administration/General and Strategic Management	PhD
Business Administration/Human Resource Administration	PhD
Business Administration/International Business Administration	PhD
Business Administration/Management Information Systems	PhD
Business Administration/Risk, Insurance, and Healthcare	PhD
Business Administration/Tourism	PhD
Career and Technical Education	MS/ED
Certification Program (Instructional)	COM
Communication Sciences	PhD
Community and Regional Planning	MS
Community Health Education	MPH
Counseling Psychology	COM
Counseling Psychology	PhD
Criminal Justice	MA, PhD
Curriculum Instruction and Technology in Education	MS
Curriculum Instruction Technology in Education: Mathematics and Science Education	EDD
Curriculum Instruction Technology in Education: Language Education	EDD
Early Childhood Education	MS/ED
Business	MBA, MS
Economics	MA, MBA, PhD
Economics/Urban Studies	PhD
E-Learning/Instructional Learning Technologies	COM
Educational Administration	EDD, EDM
Educational Psychology	COM, PhD
Elementary Education	MS/ED
Executive Program	MBA
Finance	MBA, MS
General and Strategic Management	MBA
Geography	MA
Health Studies	PhD
Healthcare Financial Management	MS
Healthcare Management	MBA
Healthcare Management/Healthcare Financial Management	MS/MS
History	MA, PhD
Human Resource Administration	MBA, MS
Inclusive School Practices	MS/ED
International Business Administration	MBA
International Business Administration - To/From	MBA
Journalism	MJ
Kinesiology	COM, PhD

Qlt 4/1/02 *PhD 4/1/02*

Appendix F
Education, Business, Social Sciences, Health

Degree Program	Degree
Liberal Arts	BA
Linguistics	MA
Management Information Systems	MBA MS
Management Science/Operations Management	MBA MS
Mass Media and Communication	PHD
Mathematics and Science Education	M.Ed.
Nursing	MSN
Occupational Therapy	MOT MS
Physical Therapy	DPT
Physical Therapy	PHD
Political Science	MA PHD
Political Science/Urban Studies	PHD
Professional Accounting	MS
Public Health (Dual Degree)	DO MPH LPM MPH MD MPH MSW MPH
Risk Management and Insurance	MBA
School Health Education	EDM
School Psychology	EdM PHD
School Psychology	PHD
Social Work	MSW
Sociology	MA PHD
Sociology/Urban Studies	PHD
Speech Language Hearing	MA
Sport and Recreation Administration	COM
Statistics	MS PHD
Teach a Second Foreign Language	M.Ed.
Therapeutic Recreation	EDM
Tourism and Hospitality Management	MTHM
Urban Education	EdM PHD
Urban Studies	MA

QH 4/10/02

*MSW
4/12/02*

**Appendix F
Arts and Humanities**

Degree Program	Degree
Art Education	EDM
Art History	MA, PhD
Bassoon	DMA, MM
Cello	DMA, MM
Ceramics and Glass	MFA
Choral Conducting	MM
Clarinnet	DMA, MM
Creative Writing	MA
Dance	EDM, MFA, PhD
Double Bass	MM
English	MA, PhD
Fibers and Fabric Design	MFA
Film and Media Arts	MFA
Flute	MFA, MM
French Horn	DMA, MM
Graphic Design	MFA
Guitar	MM
Harp	DMA, MM
Harp	MM
Metalsmithing and Jewelry	MFA
Music Composition	DMA, MM
Music Education	MM, PhD
Music History	MM
Music Theory	MM
Oboe	DMA, MM
Opera	MM
Painting	MFA
Perussion	DMA, MM
Philosophy	MA, PhD
Photography	MFA
Piano	DMA, MM
Piano Accompanying - Chamber Music	MM
Piano Accompanying - Opera Coaching	MM
Piano Pedagogy	MM
Printmaking	MFA
Religion	MA, PhD
Saxophone	MM
Sculpture	MFA
Spanish	DMA, MM
String Pedagogy	MM
Theater/Acting	MFA
Theater/Directing	MFA
Theater/Scene Design	MFA
Trombone	DMA, MM
Trumpet	DMA, MM
Tuba	DMA, MM
Viola	DMA, MM
Violin	DMA, MM
Voice	DMA, MM
Music Therapy, PhD	MMT, PhD

QH 4/14/02

RMS
4/10/02

**Affirmative Action
Side Letter**

The Affirmative Action Office will make a presentation to the TUGSA Committee within thirty (30) days after ratification of the Agreement.

**Side Letter
Office Space and Voice Mail**

Temple and TUGSA agree to meet and discuss issues regarding availability and accessibility of office space, telephone and computer equipment within six (6) months after the ratification of the Agreement. In addition, Temple will investigate the feasibility and practicability of providing voicemail to those covered by this Agreement. Temple will meet with the Union to discuss its findings.

**Health Plan Savings Initiative
Side Letter**

Within ninety (90) days after ratification, a committee will meet to explore the feasibility of establishing a plan with reduced or eliminated hospital deductibles if services are provided at Temple University Hospital. The above, if feasible, will be established in concert with Independence Blue Cross. Under the direction of Labor Relations, two (2) Union representatives, and Hospital and University Administration will comprise the Committee.

**Merit
Side Letter**

In the event Temple establishes a University-wide merit increase plan for TAs/RAs, Temple will meet and discuss the plan with the Union prior to implementation.

**Workload
Side Letter**

If five (5) or more individuals raise substantially identical issues, the University officer specified in Article XI may combine their requests into a single claim for review.

Side Letter

Temple shall reproduce and supply TUGSA copies of the Agreement. The cost of such reproduction shall be borne equally by the parties.

Side Letter

Temple will explore the practicality of making a one-time advance of \$500 on the first month's salary. A determination will be made within 90 days after ratification.

Att 4/16/02
M. H. Temple

Side Letter

Upon ratification of the Agreement:

1. Those eligible TA/RA's who have completed their assignment for the academic year 2001-02 spring semester will receive a one-time payment of two hundred and fifty dollars (\$250.00).
2. Those eligible TA/RA's who have completed their assignment for the academic year 2001-02 spring and fall semester will receive a one-time payment of five hundred dollars (\$500.00).

Side Letter

TA/RAs, who are members of the bargaining unit in the Spring 2002, who are appointed for the Fall 2002 semester, will receive no less than the wages received in the Spring 2002 for the Fall 2002 appointment.

Side Letter Domestic Partners

Employees may enroll their same sex domestic partners, as defined by criteria established by Temple, in any health plan serving Temple that will accept the enrollment of domestic partners by paying the full cost of such coverage. Employees may also enroll their same sex domestic partners in such other programs or benefits as Temple may from time to time make available to those domestic partners.

Side Letter

Temple does not contemplate hiring TA's as fractional appointments other than one-half or one-quarter appointments. TUGSA recognize that the application of Temple's Workload Guidelines may result in adjustments that require other fractions.

QTH 4/10/02
RHT
4/10/02