

TAUP – Temple Collective Bargaining Agreement 2012 - 2014

ARTICLE 22 BENEFITS

A. General

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

B. Health Insurance Benefits

1. Upon enrollment at the Human Resources Department, all active, full-time bargaining unit members shall become eligible to elect one of the following benefit programs to be effective on the first day of the next month after their date of employment: Independence Blue Cross or Keystone Health Plan East HMO.

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

- a. Generic Drugs – 10% of cost
- b. Preferred Brands – 20% of cost
- c. Brand-Named Drugs – 30% of cost

3. In the event Temple University determines to switch its above-mentioned carriers, an equal (or greater) level of benefit must be maintained. Temple University may elect to offer different options from a single carrier or a single option from a single provider. Prior to making any change, Temple University shall meet and discuss with TAUP.

4. If bargaining unit members experience a qualifying event under COBRA, and elect to exercise their COBRA rights, they shall be required to pay Temple 2% of the premium costs to cover administrative expenses.

C. Shared Health Costs

1. Faculty

a. Subject to section (b) below, each faculty member shall pay the employee contributions of Health Care Premiums as follows:

i. The employee contribution for medical and prescription benefits shall be 23% of the premium for the Plan and coverage elected.

ii. Faculty members with annual base compensation below the “cap amount” shall pay an employee contribution for medical and prescription benefits equal to 20%. The “cap amount” shall be \$76,000.

2. Librarians and Academic Professionals shall pay the employee contributions of Health Care Premiums as follows:

a. The employee contribution for medical and prescription benefits shall be 20% for both single and family coverage for the Plan elected.

3. The parties shall establish a Joint Committee to explore additional methods of health care cost containment.

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4. Employee co-pays for office visits shall be \$10.00.
5. If bargaining unit members elect coverage, they shall make contributions on a pre-tax basis.

D. Post-Retirement Health Benefits – FAS 106

1. The current policy for bargaining unit members enrolled in the Post Retirement Benefit Pre-Funding Plan shall remain in effect.
2. Eligible bargaining unit members hired prior to July 1, 2000 who are not currently enrolled in the Post Retirement Benefit Pre-Funding Plan shall be eligible to enroll in the Plan for retiree medical and prescription drug benefits.
3. Bargaining unit members hired after June 30, 2000 shall not be eligible for the Post Retirement Benefit Pre-Funding Plan.
4. “Transitional” retiree health insurance benefits shall be made available to eligible bargaining unit members eligible for either D.1. or D.2. above. Under this Program an eligible retiree (and spouse, if he or she is married at time of retirement) shall be provided with three (3) years of health insurance coverage as provided under the current Post Retirement Benefit Plan free (i.e. no pre-funding is required). After 3 years from the date of retirement, health insurance coverage for the bargaining unit member (and spouse, if applicable) shall end.
5. In the event an eligible bargaining unit member elected D.1. or D.2. above, and has made contributions to the Post Retirement Benefit Pre-Funding Plan, and then elects D.4. above, those contributions will be returned with interest at the time of retirement. To discontinue participation in the Post-Retirement Benefit Pre-Funding Plan, those contributions will be refunded with any actual interest earned at the time of retirement, separation from Temple, or as a result of divorce or death of a spouse.

E. Dental Benefits

1. Upon enrollment at the Human Resources Department all active, full-time bargaining unit members shall become eligible to enroll in the current Dental Plan.
2. In the event Temple University determines to switch its above-mentioned carriers, an equal (or greater) level of benefit must be maintained. Temple University may elect to offer different options from a single carrier or a single option from a single provider. Prior to making any change, Temple University shall meet and discuss with TAUP.
3. The annual maximum under the current dental program is \$2,000.
4. The lifetime orthodontia maximum under the current dental program is \$2,500.
5. Full-time bargaining unit members shall pay the employee contributions at the same percentage rate as the employee contributions for Health Care Premiums under Section C. above. If bargaining unit members elect coverage, they shall make contributions on a pre-tax basis.
6. Dental Clinic Program
 - a. All bargaining unit members and eligible dependents may apply to have professional dental care done at Temple’s School of Dentistry under the Dental Clinic Program. If accepted by the clinic for coverage under the Program, all deductibles and co-insurance provisions will be waived and the bargaining unit member will have to complete any claim forms as required.

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F. Medical Spending Account/Dependent Care Spending Account

1. Each eligible bargaining unit member shall be eligible to contribute up to the maximum amount permitted by law on a pre-tax basis, to a Medical Spending Account to pay for qualified medical expenses and/or a Dependent Care Spending Account.

G. Sick Leave Policy

1. Faculty

a. Requests for sick leave pay must be accompanied by medical documentation acceptable to Temple's Human Resources Department. Temple may seek independent medical examinations to verify eligibility for sick leave.

b. Faculty eligible for receipt of sick leave pay shall be limited to six (6) months.

c. For faculty the following sick leave provisions shall apply: Temple shall pay full salary for the first two months and half salary for the next four months of sick leave. During this period, all benefits shall be continued in the normal manner.

d. In the case of pregnancy, a female faculty member shall be entitled to use eight (8) weeks of sick leave. As per the Sick Leave Policy (Section G.1) an eligible faculty member may be entitled to additional sick leave with medical justification. Without medical justification, the female faculty member can apply for an additional leave of up to four (4) weeks on an unpaid basis to care for a newborn as provided by the Family and Medical Leave Act. (Refer to Section G.6)

2. Academic Professionals and Librarians

a. An academic professional or librarian who has completed the first ninety (90) days of employment will accrue sick days in accordance with the Sick Leave Policy for University Employees.

b. There will be no cap on the number of sick days earned and accrued. In no event, however, will the use of paid sick days coincide with periods of short or long-term disability.

c. During a paid sick leave period, all benefits shall be continued in the normal manner.

d. All academic professionals and librarians who have completed their first ninety (90) days of employment shall be entitled to the Temple Sickness and Accident Plan of \$225 per week for 26 weeks.

3. Any member of the bargaining unit on sick leave shall not lose eligibility to apply for long-term disability in the event that the six-month period required to apply for the long-term disability extends beyond the termination of his/her employment contract.

4. For those receiving salary/sick pay, Temple shall continue to contribute toward all of the bargaining unit member's benefits. In the event a faculty member's appointment has ended, Temple shall not continue to fund benefits beyond the expiration of the employment contract. In the event that the faculty member applies for LTD and is approved, benefits will be reinstated coincident with the LTD effective date.

5. In the event of catastrophic illness, any bargaining unit member may request an extension of sick leave by applying to the Benefits Appeal Committee.

6. In accordance with federal law all bargaining unit members who meet qualifying criteria are eligible for up to 12 weeks of Family and Medical Leave annually.

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7. Credit towards tenure or the completion of the probationary period will not accrue during any paid or unpaid sick or University-approved personal leaves of absence.

H. Family and Medical Leave

1. All eligible bargaining unit members are eligible for up to 12 weeks of Family and Medical Leave. Eligibility shall be interpreted by the Family and Medical Leave Act of 1993.

2. Eligible employees are able to take up to twelve weeks of leave to care for a newborn or newly adopted child, to recuperate from their own serious illnesses or to care for a seriously ill family member. For purposes of this policy, “family members” include: (1) the employee’s spouse, (2) the employee’s parent, (3) the employee’s natural or adopted child or dependent stepchild. Such leave may be paid or unpaid, in accordance with Temple University policy.

I. The parties shall establish a Joint Committee to explore and recommend establishment of enhanced child care policies.

J. Long-Term Disability

1. Bargaining unit members may purchase long-term disability benefits. The long-term disability benefit shall be 60 percent (60%) of the member’s monthly base salary to a monthly maximum disability benefit of \$4,000, after six months of continuous service. Any bargaining unit member electing coverage shall contribute fifty percent of the cost of this coverage; Temple shall contribute the remainder.

K. Life Insurance

1. The non-contributory life insurance benefit shall be \$18,000.

2. Eligible members of the bargaining unit shall be given the opportunity to purchase additional term life insurance at the prevailing rate equal to 1½ times, 2 times, or 3 times his/her current salary up to a maximum of \$300,000 (in addition to the non-contributory insurance). Such coverage shall be rounded up to the next thousand dollars. The amount of additional insurance coverage shall be increased automatically to take base salary increments into account on the effective date of such increments. After initial enrollment at the time of employment, any request for an increase in coverage must be submitted for approval to the insurance carrier with proof of medical evidence of insurability.

3. Employees who do not enroll for the additional coverage of 1½, 2 or 3 times salary at the time of initial benefit election are subject to insurability provisions.

L. Pension

1. Tenured and Tenure-Track Faculty/ Librarians/ Academic Professionals

a. Each bargaining unit member shall be eligible upon initial hire or during any June (effective July 1) or any December (effective January 1) to participate in a Defined Contribution Plan or Fidelity Investments). For the tenure-track faculty and clinician educators, as defined in Section XII of the Faculty Handbook as approved by the Board of Trustees of Temple University on June 29, 1995, who were employed as of October 15, 2004, Temple shall contribute 8.5 percent of the bargaining unit member’s base salary and the bargaining unit member shall contribute 4.5 percent of his/her base salary below the maximum for social security taxes into his/her individually vested retirement account in a defined Contribution Plan (TIAA-CREF or Fidelity Investments). Temple shall contribute 13 percent and the bargaining unit member shall contribute 5 percent of his/her base salary above the maximum for social security taxes into his/her individually vested retirement account in TIAA/CREF.

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b. Temple shall make the payments each month to each bargaining unit member's individually vested retirement account in a Defined Contribution Plan (TIAA-CREF or Fidelity Investments). All new participants in the Temple pension program shall have the University portion of their pension contributions vested after three years. Faculty and librarians who are recruited from other institutions and who were previously vested in a 403-b type plan shall be vested immediately upon enrollment in the University program.

2. Grandfathering of Nontenure-Track Faculty

a. All nontenure-track faculty who were hired prior to October 16, 2004 as “clinician educators” or as “special appointment faculty” and who were participating in the Defined Contribution Plan as of October 15, 2004 shall continue to participate under the same terms and conditions of their participation as existed on October 15, 2004.

3. Nontenure-Track Faculty

a. Eligible nontenure-track faculty members may elect to participate in a defined contribution plan. Nontenure-track faculty members shall become eligible to participate as of the July 1 or January 1 following the completion of one year of service. Each eligible nontenure-track faculty member may enroll in any June (for July 1 participation) or any December (for January participation).

b. **Benefit:** An eligible faculty member who has elected to participate shall receive an employer match of up to three percent (3%) of base salary for the first year of participation; up to four percent (4%) for the second year. Thereafter, the employer’s matching contribution shall be up to a maximum of four and one-half percent (4.5%) of base salary.

c. **Vesting:** Plan participants shall vest in Temple’s Defined Contribution Plan after three (3) years of service.

M. Early Retirement

1. Any bargaining unit member who has had at least ten years of service at Temple and has reached at least age 55 can elect to go on early retirement at the age of 62 or later. The bargaining unit member must notify Temple in writing of the desire to retire early.

a. Upon delivery of the written request, the bargaining unit member may elect to accelerate both his/her contribution (if any) and Temple’s contribution in order that at the elected time of retirement, there will be additional contributions to the pension fund.

		Acceleration Rate for Pension Contributions	Each Annual Contribution is Increased to:
Age at which Early Retirement Plan is Initiated	Age 55	12 years paid in 7	12/7 of stated rates.
	Age 56	11 years paid in 6	11/6 of stated rates.
	Age 57	10 years paid in 5	10/5 of stated rates.
	Age 58	9 years paid in 4	9/4 of stated rates.
	Age 59	8 years paid in 3	8/3 of stated rates.
	Age 60	7 years paid in 2	7/2 of stated rates.
	Age 61	6 years paid in 1	6/1 of stated rates.

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2. Any bargaining unit member choosing early retirement shall receive, from the date of retirement until age 67, the medical benefits comparable to those to which he/she would be entitled as a current full-time member of the bargaining unit, and term life insurance benefits, both non-contributing and contributing, at the level in existence at the time of early retirement.

N. Transition to Retirement For Faculty

1. Eligibility: Application to participate in the Transition to Retirement Program shall be strictly voluntary and shall be a benefit available to faculty who qualify based on the eligibility requirements.

a. Any full-time faculty member who is 62 years of age or older and who has a minimum of 10 years of service with Temple University shall be able to elect to participate in this Transition to Retirement Program.

2. Eligibility Period: Annually, eligible faculty shall be able to elect to participate in the Transition to Retirement Program by completing an election form and submitting the form to his/her Chair, Dean and to the Vice-Provost for Faculty Affairs. The Chair and the Dean shall make a recommendation to the Vice-Provost based on student/faculty scheduling needs. The Vice-Provost shall then forward the form (whether approved or not approved) to Human Resources and to the TAUP. A Dean making the recommendation not to approve the election shall communicate the decision and the reason for the decision to the faculty member as well as to the Vice-Provost. An election form must be received by December 31 in any given year for participation in the Transition to Retirement Program during the following fall semester.

3. Upon receipt of an approved election form, the Human Resources Department will schedule a time to meet with the faculty member and have the faculty member sign an agreement outlining the terms and conditions of the Transition to Retirement Program. Once signed, the faculty member shall have seven (7) days to revoke the agreement. Thereafter, the agreement shall be irrevocable and the faculty member shall be required to retire as per the date reflected in the agreement. Exceptions shall not be made for any reason.

4. Retirement Transition: A faculty member who participates in the Transition Program will be eligible to carry a zero workload for either the fall or spring academic semester each academic year for a maximum of three (3) academic years: For purposes of the Transition to Retirement Program, the summer semester will not be included. The Dean shall be responsible for assigning workload; the faculty member shall be assigned a full workload that is both reasonable and fair for the semester in which he/she works. As part of the workload assignment, the Dean shall have discretion over the faculty member's continued participation on committees.

5. The faculty member will receive fifty percent (50%) of his/her salary during this time period, spread out over twelve (12) months. All benefits shall continue during this transition period. Any benefit that is salary based shall be based on the adjusted salary. A faculty member participating in this transition program shall be eligible to receive the annual increases, including merit, and bonuses as per the collective bargaining agreement.

6. A faculty member may request to have the zero workload in either the spring or fall semester of the academic year. However, there is no guarantee of approval for the academic semester requested. The Dean shall make the final determination based on student/faculty scheduling needs. Where a faculty member has not been approved to have the zero workload for his/her requested semester, he/she may participate in the Transition Program for the first academic year approved by the Dean; he/she may then apply for a change to the semester for which he/she has the zero workload for the remaining years of the program participation. Any adjustment shall be in the sole discretion of the Dean and not subject to the grievance/arbitration provisions of the TAUP contract or other dispute resolution process. Where a faculty member chooses not to apply for an adjustment to the academic semester assigned, the schedule of full workload/zero workload or zero workload/full workload shall continue for the duration of the transition period.

7. Recruitment of Faculty: The University shall recruit faculty to replace faculty participating in the Transition to Retirement Program during the semester in which they carry the zero workload. The University may recruit/employ, in the University's sole discretion, adjuncts, nontenure-track faculty and/or tenure-track faculty. The

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University, in its sole discretion, may decide the number, rank, type of faculty, appointing School or College, appointing department and term of appointment.

8. The University's decisions regarding the faculty hired to replace faculty participating in the Transition to Retirement Program shall not be subject to the grievance/arbitration provisions of the TAUP contract or other dispute resolution mechanism. Faculty participating in the Transition to Retirement Program will count as one half (0.5) faculty member for the purpose of determining number of faculty for allocation or calculation of certain University benefits and/or programs (e.g., calculation of Sabbaticals).

9. Election of Retirement: Acceptance of a faculty member's election to participate in the Transition to Retirement Program shall be at the discretion of the University based on departmental needs to ensure that every department within each school/college has the ability to meet academic and student needs. A decision to deny the election may not be grieved and shall not be subject to the grievance/arbitration provisions of the TAUP contract or other dispute resolution process.

10. A faculty member not approved for participation in the year in which he/she applies may reapply the following year.

11. The University may amend and/or modify the Transition to Retirement Program after discussion with and approval by TAUP provided such approval is not unreasonably withheld.

O. Liability Protection

1. Temple shall maintain coverage to insure bargaining unit members against liability claims or suits (including coverage against libel and slander claims) in connection with their responsibilities to Temple or at Temple. All such liability coverage shall be in an amount no less than \$1,000,000 per incident.

P. Tuition

1. All bargaining unit members and their dependents are eligible for tuition remission in accordance with the University's Tuition Remission Policy. Spouses of all full-time faculty are eligible for the same tuition benefits.

Q. Leave of Absence

1. If a bargaining unit member is granted a paid leave of absence, the University will continue the member's benefits at the level prevailing while the member was working.

2. If a bargaining unit member is granted an unpaid leave of absence, the employee shall have the option of continuing his/her benefits at his/her own expense during the period of the leave.

3. Regardless of whether the leave of absence is scheduled, unscheduled, paid or unpaid, when the faculty member returns to work mid-semester or is scheduled to leave mid-semester, the Dean of the member's College or School will determine if the faculty member should be assigned alternative duties on a temporary basis for any fraction of the semester that he/she would otherwise be available to teach.

R. Vision Care

1. All members of the bargaining unit and their legally dependent spouses and children shall be enrolled in the Temple Vision Care Program.

2. Each eligible bargaining unit member and his/her legally dependent spouse and children shall be eligible for a twenty-five (25) dollar allowance in lieu of eyeglasses, for contact lenses every year.

S. Vacation Policy for Academic Professionals

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

LENGTH OF FULL-TIME SERVICE AS OF JULY 1	LENGTH OF VACATION
Less than one year but at least six months	One day for each month of service, up to a maximum of ten days
More than one year	Two Weeks
More than three and one-half years	Three Weeks
More than twelve and one-half years	Four Weeks

2. Any academic professional who is presently receiving more generous vacation benefits shall continue to receive them.

T. Paid Leave for Academic Professionals and Librarians

1. An employee shall be granted up to four (4) days (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 immediate family: spouse, father, mother, child, sister, and brother and dependent stepchild.

2. An employee shall be granted up to three (3) days (including day after burial) with pay to attend the funeral of a father-in-law, mother-in-law, grandparent, grandchild or child of a sibling.

3. An employee shall be granted an absence of one (1) day with pay for attendance of the funeral of a sister-in-law or brother-in-law.

4. An employee shall make every effort to notify his or her supervisor prior to taking leaves. Temple reserves the right to demand proof of any death and relationship for which leave is taken.

U. Domestic Partners

1. Domestic partners certified by Temple pursuant to University policy will be eligible for all health insurance benefits (medical, dental and vision) as well as non-health benefits that would otherwise be available to spouses of bargaining unit members. Children of certified domestic partners will be eligible to receive benefits on the same basis, pursuant to University policy, as the children of bargaining unit members' spouses.

2. Bargaining unit members will make co-pays for University benefits for their certified domestic partners and any covered children that are the same as the co-pays made by bargaining unit members, their spouses, and their covered children.

V. Bookstore Discount

1. Bargaining unit members shall continue to be entitled to discounts in accordance with the current practice.

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W. Employee Assistance Program

1. Temple University shall enroll all TAUP bargaining unit members and their dependents/domestic partners in the Ceridian LifeWorks Employee Assistance Program (EAP). This program will provide unlimited phone calls by employees and family members for information and advice ranging from crisis intervention, family counseling, day-care resources, elder care concerns, substance abuse, financial concerns, legal advice, etc.; access to LifeWorks information and referral web-site; referrals to local certified and licensed providers for face-to-face counseling sessions (employees will have five (5) lifetime free counseling sessions per family member per issue); and support in the event of a critical incident and/or traumatic event at work.

X. Work-Life Balance

1. Bargaining unit members are eligible for paid medical leave for the birth of a child for the period of time during which the bargaining unit member is medically unable to perform the duties of her job, in accordance with Article 22, section G.

2. A tenured or tenure-track faculty member who is the primary caregiver to a child five years of age or less who is newly arrived to his/her home will be entitled to the elimination of teaching duties for up to one academic semester without any reduction in pay. The faculty member must request the relief from teaching duties within six months from the date of birth, adoption or placement of a foster child into the primary caregiver's household.

a. Where two faculty members may be considered as primary caregivers, only one will be entitled to the reduction in teaching responsibilities per child.

b. Relief from teaching is not a leave of absence; the faculty member is expected to meet other normal departmental and University responsibilities including research, advising, and committee membership.

c. The Chair/Dean will not authorize assignment of additional duties during this period.

3. A tenure-track faculty member may request a one year extension to the tenure clock for:

a. The birth of a child, the adoption of a child, or the placement of a child five years of age or less into foster care in the faculty member's household.

b. A serious health condition of the faculty member's family as defined by the FMLA;

c. A serious health condition of the faculty member.

4. The faculty member requesting an extension for one of the above reasons will provide a written request with justification to his/her Chair, Dean and the Senior Vice Provost for Faculty Development and Faculty Affairs. The Provost will make the final determination regarding the approval of extension requests. A maximum of two one-year extensions may be approved for all purposes in accordance with Article 11 section D.