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AGREEMENT

between

TEMPLE UNIVERSITY  
of the Commonwealth System of Higher Education

and the

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS  
Temple Chapter



Article III - Salaries  
Article IV - Fringe Benefits

July 1, 1978-June 30, 1980



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ARTICLE III

SALARIES

A. Across the Board Increases

1. Effective September 1, 1978, the following across the board increases in annual salaries shall be granted to continuing faculty on academic year appointment according to the rank they then hold:

Professors	\$1430
Associate Professors	1080
Assistant Professors	850
Instructors	680

Faculty on fiscal year appointment shall be granted an across the board increase of 11/9 of the amounts stated above for their rank.

Effective September 1, 1978, continuing librarians and academic professionals shall receive an increase in salary of 5% of his salary as of June 30, 1978.

2. Effective January 1, 1979, continuing librarians and academic professionals shall receive an increase in salary of 1% of his salary as of June 30, 1978.

3. Effective July 1, 1979, continuing members of the bargaining unit shall receive an increase in salary of 5% of his salary as of June 30, 1979.
4. Effective January 1, 1980, continuing librarians and academic professionals shall receive an increase in salary of 5/8 of 1% of his salary as of June 30, 1979. The first six months of this increase shall be paid retroactively on June 30, 1980.
5. On June 30, 1980, continuing librarians and academic professionals shall receive a lump sum check for 5/8 of 1% of his salary as of June 30, 1979. This bonus shall not become part of the base salary.

B. Salary Minima

The following salary minima will apply to all faculty effective September 1, 1978:

Instructors	\$11,500
Assistant Professors	13,500
Associate Professors	16,500
Professors	20,000

The following salary minima will apply to all librarians effective September 1, 1978:

Grade L1	\$11,000
Grade L2	13,000
Grade L3	15,000
Grade L4	17,000

The following salary minima will apply to all academic professionals effective July 1, 1978:

Grade Level 7	\$ 7,636
Grade Level 8	8,240
Grade Level 9	8,910
Grade Level 10	9,612
Grade Level 11	10,390
Grade Level 12	11,232
Grade Level 13	12,150
Grade Level 14	13,133
Grade Level 15	14,170
Grade Level 16	15,293
Grade Level 17	16,513

These annual minima will be applied after across the board increases are made.

C. Additional Increases for Promotion

Any member of the bargaining unit who is promoted in rank or grade level effective July 1, 1978, shall receive a promotional increase, effective January 1, 1979, of 5% of his salary as of June 30, 1978.

Similarly, any member of the bargaining unit who is promoted in rank or grade level effective July 1, 1979, shall receive a promotional increase, effective January 1, 1980, of 5% of his salary as of June 30, 1979.

In either year, the amount granted for promotion shall be reduced by the amount of

the increase received the prior September 1 or July 1, due to the application of salary minima.

D. Faculty Merit Increases

Merit increases reflect the special accomplishments of a faculty member in one or more of the following areas: teaching, research, and service (as defined in the September, 1973, Faculty Handbook, pages 18 and 19). Faculty are evaluated for merit increases by their peers, by their Chairperson and by their Dean.

Effective January 1, 1979, each college shall be assigned a merit fund for faculty at the rate of 1% of the faculty bargaining unit members' salaries of the college as of June 30, 1978. These merit monies shall become part of base salary.

Effective January 1, 1980, each college shall be assigned a merit fund for faculty at the rate of 5/8 of 1% of the faculty bargaining unit members' salaries as of June 30, 1979. These merit increases shall become part of base salary. These increases shall commence on June 30, 1980, retroactive to January 1, 1980.

Effective June 30, 1980, each college shall be assigned an annual merit fund for faculty of 5/8 of 1% of the faculty bargaining unit members' salaries as of June 30, 1979. These increases shall be paid in one lump sum check and shall not become part of the base salary.

The following merit committees shall be established:

- a. A Department Merit Committee composed of bargaining unit faculty member(s) in a given department who are elected by the bargaining unit faculty members of that department. The Department Merit Committee member(s) shall have access to current salaries of faculty members in the department.
- b. A College Merit Committee composed of bargaining unit faculty members who are elected by the bargaining unit faculty members of that college for the express purpose of reviewing merit recommendations. The College Merit Committee should be constituted so that at least one-third of its members are from ranks other than that of professor.
- c. A University Merit Committee composed of eight members, four appointed by AAUP and four appointed by Temple. In cases of a tie vote, the Vice President and Dean of Faculties shall make a final determination. The University Merit Committee shall establish guidelines, time limits, and other procedures for the utilization of merit funds, consistent with this Agreement.

The process for determining merit increases shall be as follows:

1. The Dean of each College, in consultation with the College Merit Committee, shall assign the college's merit funds to the departments of the college with due consideration given to the need for retaining money at the college level for a) reconsiderations and readjustments consistent with this Agreement, and b) merit awards for Department Chairpersons.
2. Each Department Chairperson, after receiving the advice of the Department Merit Committee, shall make recommendations utilizing the merit funds assigned to that department in order to reward special accomplishments of individual faculty members of the department in one or more of the areas of teaching, research and service, including department, college and university service. The Department Merit Committee, after being informed by the Chairperson of the amount of money in the department merit pool, shall make a recommendation on a merit award for the Department Chairperson, which recommendation shall be forwarded, confidentially, to the Dean of the College.  
  
The recommendations made by the Chairperson for the department faculty shall then be forwarded to the Department Merit Committee, to the Dean, and to the College Merit Committee. These recommendations shall include written reasons for the awards.
3. Each Chairperson shall inform each faculty member of the merit recommendation (or lack

thereof) made for him/her and shall distribute to each faculty member a list (without names) of the amounts of the merit recommendations made for the department, unless a majority of the departmental faculty, by secret ballot, approves the distribution of both the names and the amounts of the merit recommendations.

Within five working days following notification of the Department Chairperson's recommendations, a faculty member may file an appeal simultaneously to the Department Merit Committee, to the College Merit Committee, and to the Dean. Thereafter, within five working days, the Department Merit Committee will respond in writing to the individual, with copies to the Department Chairperson, Dean, and College Merit Committee.

4. The Dean and the College Merit Committee shall review a) the recommendations coming from each Department Chairperson, b) the recommendations concerning the Chairpersons coming from the Department Merit Committees, and c) all appeals.

Each member of the faculty (including Chairpersons) shall be notified by the Dean of the recommendations concerning him made by the Dean and the College Merit Committee. (If he wishes, the Chairperson may at this time appeal to the Dean and the College Merit Committee.)

5. The Dean of the College, in and after consultation with the College Merit

Committee, shall forward all recommendations to the Vice President and Dean of Faculties. In cases where a) the College Merit Committee and the Dean disagree, or b) the College Merit Committee and the Dean have decreased one or more recommendations of a Department Chairperson, or c) the College Merit Committee and the Dean have decreased the merit recommendation made for a Department Chairperson by the Department Merit Committee, the Vice President and Dean of Faculties shall attempt to conciliate the differences. If this cannot be accomplished, the matter shall be referred to the University Merit Committee, which shall make a final determination.

6. In all cases the decisions of the Vice President and Dean of Faculties and/or the University Merit Committee shall be final and binding on AAUP, on Temple, and on the faculty members involved and shall not be subject to the grievance and arbitration provisions of this Agreement.

#### E. Miscellaneous

##### 1. Increased Compensation

In the event that Temple wishes to pay any member of the bargaining unit in terms more favorable than those set forth herein, it may do so provided that it makes a written request with a detailed rationale to the AAUP and the AAUP grants its written approval in regard thereto.

2. Matching Offers

When the departmental faculty, Chairperson and Dean wish to retain a faculty member who has a bona fide offer (in writing) from another institution, the Dean (with the approval of the departmental faculty and the Chairperson) may offer a competitive salary adjustment to attempt to retain the individual without the prior approval of the AAUP. In the event that a salary increase results, Temple shall inform the AAUP in writing within ten days of the decision.

3. Summer Compensation

Summer teaching shall continue to be paid at the rate of 3% of the preceding academic year salary for each semester hour taught, provided that this rate does not exceed a maximum rate of \$800 for each semester hour taught.

4. Compensation for Overload Teaching

Compensation for overload teaching by regular full-time faculty during the academic year shall be as follows:

Instructor	\$300	per	credit
Assistant Professor	350	per	credit
Associate Professor	425	per	credit
Professor	500	per	credit

F. Compensation of Department Chairpersons

1. Department Chairpersons may receive extra compensation in addition to their normal salaries for their administrative duties.
2. A committee of eight, four appointed by AAUP and four appointed by Temple, shall be constituted within 90 days after the signing of this Agreement to establish guidelines for the awarding of extra compensation to Department Chairpersons. Such guidelines shall be established within 270 days after the committee is constituted.
3. There shall be available for these awards a sum of money at least equal to the present total budget allocation for this category of compensation.
4. The Vice President and Dean of Faculties shall insure that the guidelines are followed.
5. When Department Chairpersons receive such extra compensation, the AAUP will be informed of the extra compensation.
6. Any additional compensation shall cease when the faculty member's term as Department Chairperson ends, and shall not be included as part of the base salary for applying salary adjustments.

G. Research Bonus Fund

There shall be established a Research Bonus Fund effective July 1, 1979, with funds allocated to the fund according to colleges/schools or other budget units whose personnel are covered by this Agreement. Funds shall be allocated in proportion to the additional indirect cost recovery from externally funded research, training or other grants collected during 1979-80 compared to 1978-79. For 1979-80, the proportion shall be 10% of the additional indirect cost recovery by college, school or other budget unit as indicated by the final audited financial statements of the University for 1978-79 and 1979-80.

Monies from the Fund shall be made available to the schools/colleges or other budget units on June 30, 1980 for distribution during 1980-81 at the discretion of the Dean or budget unit head (in consultation with the bargaining unit members involved) to meet either or both of the following objectives:

- a. recognize through a merit bonus those faculty or other classes of personnel covered by this Agreement who have made outstanding contributions to the obtaining or prosecution of externally funded research, training or other grants earning indirect cost recovery.
- b. enhance the obtaining and/or prosecution of externally funded research, training and/or other grants earning

indirect cost recovery through the purchase of essential equipment, payment of travel costs related to obtaining grants, payment of travel costs related to delivering papers, payments of publication page charges and other appropriate but unfunded costs related to increasing externally funded grants. The use of the Research Bonus Fund for retaining and/or paying support personnel is not allowed.

Additional guidelines, consistent with this Agreement, for the distribution of these funds shall be established by the Vice President and Dean of Faculties.

A similar research bonus fund shall be established on an annual basis in future years unless modified by future AAUP-Temple Agreements.

#### ARTICLE IV

##### FRINGE BENEFITS

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

- B. Blue Cross/Blue Shield Benefits

Beginning January 1, 1977, each bargaining unit member and his eligible dependents shall receive full Blue Cross/Blue Shield



Plan C coverage from Temple on a non-contributory basis.

Each bargaining unit member shall have the option of membership in qualified health maintenance organizations in accordance with statutory provisions. Temple shall contribute an amount identical to its contribution to Blue Cross/Blue Shield for that individual and his eligible dependents.

C. Major Medical Insurance

For all bargaining unit members and their dependents, the present major medical insurance plan will come into force as soon as the basic deductible portion has been satisfied. The maximum lifetime benefit will be increased, effective January 1, 1977, to \$250,000.

D. Dental Benefits

Effective January 1, 1979, Temple shall provide for each member of the bargaining unit and his eligible dependents non-contributory dental benefits under the dental services plan presently in effect.

E. Group Insurance

1. Each member of the bargaining unit shall receive non-contributory life insurance according to the following schedule:

- a. \$5,000, effective July 1, 1976

- b. \$10,000, effective July 1, 1977

2. Each member of the bargaining unit shall be given the opportunity to purchase additional term life insurance at the present rate equal to 1½ times his current salary, or twice his current salary (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.

F. Long Term Disability

Long term disability insurance may be purchased by a bargaining unit member to cover 60 percent of the first \$2,000 of his monthly salary and 40 percent of his monthly salary in excess of \$2,000, after six months of continuous disability. In no case shall the maximum monthly payment be more than \$2,000 per month. During the term of this Agreement, any bargaining unit member electing coverage shall contribute \$2.50 per year per thousand dollars of base salary for this coverage, while Temple shall contribute the remainder.

G. Sick Leave Policy

1. For faculty the following sick leave provisions shall apply: Temple shall pay full salary for the first two months and at least half salary for

the next four months of sick leave, following the guidelines for such sick leave salary stated in the September, 1973 Faculty Handbook under Sick Leave, pages 43-44. During this period, all fringe benefits shall be continued in the normal manner.

2. Librarians shall be entitled to up to three months sick leave at full salary.
3. Any member of the bargaining unit on sick leave shall not lose his eligibility to apply for long term disability even if the six months waiting period extends beyond the termination of his employment contract.
4. During the period that an employee is disabled, Temple will continue to fund all of his fringe benefits except pension.
5. In the event of catastrophic illness, any bargaining unit member may request an extension of his sick leave benefits by applying to the University Fringe Benefits Committee.

#### H. Maternity Leave

1. For all bargaining unit members compensation for maternity leave shall be treated the same as for any other temporary disability.

2. Compensation for maternity leave shall not exceed the contractual obligation to the faculty member.
3. Credit for tenure shall accumulate during maternity leave only at the request of the faculty member. Similarly, credit for completion of the probationary period for librarians and academic professionals shall accumulate during maternity leave only at the request of the librarian or academic professional.

#### I. Leave of Absence

If Temple approves a leave of absence without pay for a member of the bargaining unit, the employee shall have the option of continuing his fringe benefits during the leave of absence at his own expense.

#### J. Liability Protection

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

#### K. 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 that he desires to retire early. Upon delivery of the written request, the bargaining unit member may elect to accelerate both his contribution (if any) and Temple's contribution in order that at the elected time of retirement, there will be additional contributions to his pension fund.

For example, if the election was made at age 55 that the employee wished to retire at age 62, the following alternatives are available:

- At age 55 - 12 years paid in 7; each annual contribution increased to 12/7 of stated rates.
- At age 56 - 11 years paid in 6; each annual contribution increased to 11/6 of stated rates.
- At age 57 - 10 years paid in 5; each annual contribution increased to 10/5 of stated rates.
- At age 58 - 9 years paid in 4; each annual contribution increased to 9/4 of stated rates.
- At age 59 - 8 years paid in 3; each annual contribution increased to 8/3 of stated rates.

- At age 60 - 7 years paid in 2; each annual contribution increased to 7/2 of stated rates.
- At age 61 - 6 years paid in 1; each annual contribution increased to 6/1 of stated rates.

Any bargaining unit member who chooses an early retirement date may, upon proper notice of at least one year in advance of retirement, change his retirement date and elect an alternative one.

2. Any bargaining unit member choosing early retirement shall receive, from the date of retirement until age 67, the medical fringe benefits comparable to those to which he 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.
3. Within 30 days after the signing of this Agreement, a six member committee, three appointed by AAUP and three appointed by Temple, shall commence to examine additional possible early retirement provisions and shall report back to AAUP and Temple.

L. Pension Review

Within 30 days of the signing of this Agreement, Temple and AAUP shall constitute a Pension Review Commission. The Commission shall consist of six persons, three appointed by AAUP and three appointed by Temple. This Commission shall study the erosion which continues to take place in TIAA/CREF benefits and shall recommend corrective measures by March 31, 1979.

Three and one-half years                      Three weeks

Twelve and one-half years                      Four weeks

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

M. Tuition

Upon successful completion of courses covered by the University policy, the librarians and academic professionals will be reimbursed for the one-half tuition paid, up to six credits per semester.

N. Vacation Policy for Academic Professionals

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

<u>Length of full-time Service as of July 1</u>	<u>Vacation</u>
Less than one year but at least six months	One day for each month of service up to a maximum of 10 days
One Year	Two weeks

DURATION OF AGREEMENT

This salaries and fringe benefits Agreement (Articles III and IV) shall be effective July 1, 1978 and shall continue in full force and effect up to and including June 30, 1980. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other to the contrary in writing at least sixty (60) days prior to the expiration of this salaries and fringe benefits Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands:

TEMPLE UNIVERSITY	TEMPLE UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
Marvin Wachman President	Leroy W. Dubeck Chief Negotiator
John L. Rumpf Vice President and Dean of Faculties	William D. Nathan President
James D. Logan, Vice President for Financial Affairs & Treasurer	Paul W. Eberman Vice President
Bernard Watson Vice President for Academic Administration	Samuel M. Wilson Secretary
George Haganir	Elaine C. Clever Treasurer

TEMPLE UNIVERSITY  
(continued)

Joseph B. Oxendine  
  
C. Robert Harrington  
Chief Negotiator  
  
George Ingram

TEMPLE UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS  
(continued)

David G. Berger  
  
Elizabeth S. Davis  
  
George R. Dezux  
  
Elsie B. Francis  
  
Marthe LaValle-Williams  
  
Stephen H. Paul  
  
John B. Roberts  
  
Terry W. Sendrow  
  
Judith Stoye  
  
Stephen C. Zelnick