



**TEMPLE**  
University

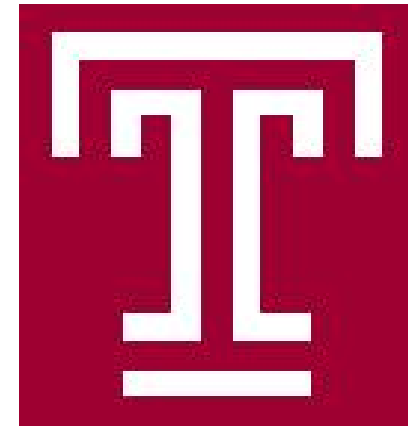
**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

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

**AND**

**SECURITY, POLICE AND FIRE  
PROFESSIONALS OF AMERICA  
(SPFPA) AND ITS AFFILIATED  
LOCAL 511**



**TEMPLE  
UNIVERSITY**

**FEBRUARY 27, 2006 – FEBRUARY 28, 2010**

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**TEMPLE UNIVERSITY**

**February 27, 2006 through February 28, 2010**

THIS AGREEMENT entered into by and between TEMPLE UNIVERSITY, OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION (hereinafter referred to as "Temple"), Broad Street and Montgomery Avenue, Philadelphia, Pennsylvania, and THE INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA) and its affiliated Local 511 (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Union and Temple; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE I - RECOGNITION**

Section 1.

Temple recognizes the Union as the exclusive bargaining agent on matters pertaining to wages, hours and working conditions for Campus Police Officers and Security Officers employed by Temple working on the Main Campus, the Ambler Campus, the Tyler School of Art and the Health Sciences Center. The bargaining unit shall not include office clericals and supervisory personnel. The term supervisory personnel shall include first level supervisors and above as defined in Act 195.

Section 2.

Temple will continue to utilize contract guards and students.

Section 3.

Part-time Security Officers hired to work twenty (20) or more hours per week but less than forty (40) hours per week on a regular basis shall be included in the bargaining unit and will be governed by the terms and conditions as follows.

## **ARTICLE II – RIGHTS OF TEMPLE**

### Section 1.

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 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.

## **ARTICLE III - MAINTENANCE OF MEMBERSHIP**

All employees who are or shall become members in the Union, shall remain members over the full duration of this Agreement, except an employee who has joined the Union may resign his/her membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. This written resignation will be sent to the Union, Local 511 and Temple University, Labor Relations Department. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues.

## **ARTICLE IV - PROBATIONARY PERIOD**

### Section 1.

Campus Police Officers shall be deemed probationary employees for a period of six (6) months following date of hire. Temple shall have the right to discipline or discharge, with or without cause, any employee while such employee is on said probationary status.

### Section 2.

Security Officers shall be deemed probationary employees for a period of one hundred twenty (120) calendar days following date of hire. Temple, with the mutual consent of the Union, may extend the probationary period of a Security Officer in 30 day increments.

Section 3.

All time spent in training for new hires shall not count toward his/her probationary period.

**ARTICLE V - CHECKOFF OF UNION DUES AND INITIATION FEES**

Section 1. Union Membership

A. Upon receipt from the Union of appropriate written and signed authorizations by employees (in substantially the form set forth in Appendix A) authorizing the deduction of union dues and initiation fees, Temple will deduct (check-off) monthly from the pay of consenting employees reasonable dues and initiation fees. Within ten days after such deductions are made Temple will forward to the Treasurer of the Union all such monies deducted from employee's pay, together with a list showing the names of the employees from whom deductions were made and the amounts deducted from each such employee.

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

Section 2. Fair Share

Fair Share, as provided for In PERA (Act 195) shall be included in this Agreement.

**ARTICLE VI - HOURS OF WORK**

Section 1.

The scheduling and assignment of hours to be worked shall be determined by Temple except as modified in Article XII, Section 2.

Section 2.

Nothing herein shall be construed as a guarantee of any hours of work on any day or in any week.

Section 3.

A. A normal shift shall consist of eight consecutive hours of work. A normal work day shall consist of 24 hours beginning at the time a shift starts. Any work within a normal work week in excess of forty (40) hours shall be paid at one and one-half (1½) times an employee's regular rate of pay, regardless of the time an employee began to work. Holidays, personal days and vacation days will count as hours worked for the purpose of computing overtime. These provisions regarding premium pay shall not be applicable to periodic shift changes. The fact that overtime in a work day spans two work weeks does not alter the fact that overtime is to be paid. Schedules will not be changed in order to avoid overtime. Schedules may be changed by appropriate posting for a succeeding week because of changes in operating conditions or work requirements. Schedules established in accordance with this paragraph shall not be changed after posting in order to avoid overtime. Indiscriminate changes will not be made.

B. The starting time for the various shifts are normally as follows:

- First shift - from 7 a.m. to 9 a.m.
- Second shift - from 3 p.m. to 5 p.m.
- Third shift - from 11 p.m. to 1 a.m.

C. The hours for the various shifts are normally as follows:

- First shift - from 11 pm to 7 a.m.
- Second shift - from 7 am. to 3 p.m.
- Third shift - from 3 pm to 11 p.m.

D. Based on operational needs, the department may establish a "power shift" staffed with volunteers.

Section 4.

A. Forty hours shall constitute a normal work week. The work week shall commence at 12:01 a.m. on a Monday and continue to 12:00 midnight the following Sunday.

B. Effective January 1, 2007, the work week shall commence at 12:01 on a Saturday and continue to 12:00 midnight the following Friday.

C. All time worked in excess of forty hours per week shall be paid at the rate of one and one-half the employee's base rate of pay.

D. Holidays shall be considered days of work for purposes of 4 B. and C.

Section 5.

A. If an employee reports for work on his/her normal shift or on other occasion at Temple's request and no work is available for him/her, he/she shall receive four hours reporting pay at his/her regular rate; provided, however, that if the employee has been notified not to report at least one hour in advance of his/her scheduled or requested starting time, no allowance for reporting shall be paid.

B. An employee who begins work on his/her regular shift or other occasion at Temple's request will receive a minimum of four hours work or pay at his/her job rate, unless he/she discontinues work for personal or disciplinary reasons or unless his/her work is interrupted for reasons beyond Temple's control.

C. Compensation for any time not actually worked under A. and B. above shall always be at the employee's straight time rate of pay.

Section 6.

In the event an employee works eleven or more consecutive hours, or if

the employee is called into work upon less than two hours notice, he/she will be paid a meal allowance of \$3.50.

Section 7.

There shall be no compounding or pyramiding of overtime or premium pay. The highest rate applicable shall apply.

Section 8.

On those posts where an employee must remain past his/her normal working time until relieved, such employee shall be paid for remaining at his/her post and shall be paid in accordance with Article VI, Section 3, above.

Section 9.

Whenever practical, Temple will assign overtime work on a volunteer basis. When overtime work is available on a volunteer basis and there are not enough volunteers, the overtime will be assigned on the basis of seniority and low overtime hours. For this purpose Temple shall maintain a log book of overtime hours worked which shall be open to inspection to all employees.

Section 10.

Whenever an employee is subpoenaed for court for more than three (3) days, the officer receiving such notice will be rescheduled to the shift that coincides with the court case.

Section 11.

Effective January 1, 2007, CPOs will move to a rotating schedule for regular days off. The 10 most senior officers at the time of ratification will be grandfathered with weekends off in accordance with current practice.

**ARTICLE VII - SHIFT DIFFERENTIAL**

Section 1.

Employees working on the first shift shall be entitled to a shift differential of ONE DOLLAR AND TWENTY FIVE CENTS (\$1.25) PER HOUR. The shift differential will be paid for hours worked only for the 1ST shift.

Section 2.

Employees working on the third shift shall be entitled to a shift differential of ONE DOLLAR (\$1.00) PER HOUR. The shift differential will be paid for hours worked only for the 3rd shift.

Section 3.

The first shift shall begin between the hours of 10 pm. and 2 am. The second shift shall begin upon the normal expiration of the first shift. The third shift shall begin upon the normal expiration of the second shift. For purposes of computing shift differentials, all hours worked by an employee during a workday shall be considered as worked on the shift upon which the employee started working.

**ARTICLE VIII - HOLIDAYS**

Section 1.

A. For the purpose of this Agreement the following shall be recognized as paid holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, the day before Christmas, Christmas Day, or days observed as such, and three personal holidays. If any of the aforesaid holidays fall on Sunday, it shall be observed on Monday. If any of the aforesaid holidays fall on Saturday, it shall be observed on Friday. An employee shall be entitled to observe Martin Luther King's birthday as a day of absence without pay.

B. The additional days shall be taken at a mutually agreeable time and shall be requested at least seven (7) days in advance. Once scheduled, these days shall not be canceled by an employee

without the consent of Temple. If an employee requests these days off with less than seven (7) days notice, the granting or refusal shall be at the sole discretion of Temple.

Section 2.

A. Employees will receive eight hours of pay at the regular rate of pay for each holiday observed provided that they are on pay status when the holiday is observed. Employees will be paid two-and-one-half (2 1/2) times their regular rate of pay for all time worked on a holiday, provided, however, an employee shall not be considered to be working on a holiday if the shift upon which he/she is working started prior to the holiday.

B. An employee who works the day after Thanksgiving and the day before Christmas shall be paid two (2) times his/her regular rate of pay for all hours worked on the holiday.

Section 3.

In the event a holiday falls within an employee's vacation, the employee may indicate at the time he/she chooses his/her vacation whether he/she would like to be paid for the holiday or take an additional day of vacation at the end of his/her vacation. Temple will grant or reject the request on the basis of whether adequate coverage can be secured. Additional days of vacation in accordance with the above shall be granted in order of seniority.

Section 4.

In order for an employee to be eligible to receive pay for any of the aforementioned holidays, or days observed as such, although not worked, as provided for in Section 1 of this Article, such employee must have:

A. Been on Temple's payroll thirty (30) calendar days prior to the occurrence or observance of the holiday in question or in the case of recently hired employees, shall have completed the training program or thirty days whichever comes later. However, in no case will it exceed thirty-five working days.

B. Performed work for Temple on the last regularly scheduled work day immediately preceding, and on the first regularly scheduled work day immediately following the holiday in question on which he/she was scheduled to work by Temple, unless failure to work on such day or days was because the employee was laid off by Temple within fifteen calendar days before the holiday or such failure was due to any valid reason approved by Temple. Any employee who is laid off within fifteen calendar days prior to the occurrence or observance of the holiday in question shall be entitled to pay for such holiday.

**ARTICLE IX - VACATIONS**

Section 1.

The eligibility period for determining vacations shall commence on July 1 and run through the following June 30. However, vacations must be taken during the period July 1 through June 30 of the following year. No vacation time may be accumulated and carried over from one vacation year to the next. No employee shall be entitled to take more than four consecutive weeks of vacation.

Section 2.

An employee must have been employed for at least six months before becoming entitled to any vacation. An employee shall not be considered to have worked during a month unless he/she shall have been employed by the 15th day of a month.

Section 3.

A. Employees shall be eligible for vacations based upon the following schedule:

<u>Length of 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
Three and one-half years	Three weeks
Twelve and one-half years	Four weeks

B. Employees with two (2) to three (3) weeks vacation shall be entitled to take one (1) week one (1) day at a time or in half day increments.

C. Employees with four (4) weeks vacation shall be entitled to take two (2) weeks one day at a time, of those two (2) weeks, one may be taken in half day increments.

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

Section 4.

Temple shall have the right to assign vacation schedules. However, whenever possible Temple shall grant vacations on a seniority basis within platoons.

Section 5.

Employees terminated involuntarily and employees who do not give two weeks notice upon voluntary resignation shall not be entitled to accrued vacation. Employees giving at least two (2) weeks notice but less than four (4) weeks notice shall be entitled to fifty percent (50%) of their accrued vacation time. Employees giving four weeks notice shall be entitled to all accrued vacation pay. No accumulated paid time may be used after resignation is submitted.

Section 6.

For purposes of computing vacation pay, the average weekly pay for the 43 weekly pay periods, commencing the first full pay period

after July 1 in the year preceding the year in which the vacation is taken, will be used. In computing vacation pay an employee:

A. as a minimum, shall be entitled to vacation pay computed by multiplying his/her hourly rate by 40 hours and,

B. as a maximum, shall be entitled to vacation pay computed by multiplying his/her hourly rate by 52 hours.

## ARTICLE X - LEAVES OF ABSENCE

### Section 1.

Employees may be given leaves of absence without pay for emergencies, provided (a) that request for such leaves are submitted in writing specifying with particularity the reason such leave is requested, and (b) that requests are approved by employee's supervisor and the Personnel Department, University Services Building. The grant or refusal of such leaves shall be matters solely within the discretion of Temple; provided, however, that the granting of such leaves shall not be unreasonably withheld by Temple.

### Section 2.

A leave of absence without pay for a period not to exceed the term of office shall be granted to employees with at least one year of bargaining unit seniority in order to accept a full-time position with the Union. Such leave may be renewed for additional, consecutive terms providing the additional leave does not interfere with the operation of Temple. In addition, during such a leave of absence an employee will not participate in any of Temple's benefit programs. During such leaves of absence, an employee shall continue to accumulate seniority and to hold his/her relative seniority position for the purpose of determining vacations, shift preference, layoffs, and recalls. In addition to the aforementioned leaves to hold union offices or positions, employees shall be granted leaves without pay on occasion (at the discretion of Temple) to attend periodic union conferences.

### Section 3.

An employee will be granted up to four days (up to and including day after burial) funeral leave with pay for absence necessary to attend the funeral of a member of the employee's immediate family. The following are considered members of an employee's immediate family: spouse, father, mother, child, sister and brother. Employees shall be granted up to three days with pay to attend the funeral of a grandparent, father-in-law or mother-in-law. Employees shall be granted an absence of one day with pay for attendance at the funeral of a sister-in-law, brother-in-law or grandchild. An employee's supervisor shall be notified in advance before any such leaves are taken. Temple reserves the right to demand proof of any death for which absences are requested.

### Section 4.

An employee who is called to jury duty shall be entitled to leave. Said employee shall be paid by Temple the difference between his/her regular pay and the compensation for jury duty received from a court. Any employee called to jury duty shall be required to present a statement issued and signed by the clerk of court stating the number of days the employee was on jury duty and the compensation paid.

### Section 5.

Employees will be granted leaves of absence in accordance with the Selective Service Act of 1948. In addition, employees will be granted leaves of absence without pay to attend National Guard and U.S. Reserve training camps. Nothing in the foregoing shall prevent any employee from attending a training camp while on annual vacation with pay.

### Section 6.

Eligible bargaining unit members may request leaves of absence under the provisions of the Family Medical Leave Act

### Section 7.

Any employee on leave of absence shall comply with rules and regulations pertaining to leaves as Temple may from time to time promulgate. All requests for leave shall be in writing; any knowingly false statement made in support of or about a leave of absence shall be grounds for dismissal.

## ARTICLE XI - SICK LEAVE

### Section 1.

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

### Section 2.

A. Effective July 1, 2001, officers who have completed his/her probationary period will earn one (1) day of sick leave for each full month of continuous service, but not to exceed a total of ten (10) days per year.

### Section 3.

Sick leave days accrued but not used during the year (July 1 to June 30) may be carried forward into the following year. There shall be no cap on sick leave day accrual.

### Section 4.

Any employee who has incurred seven (7) occurrences in a Fiscal Year in accordance with the attendance policy shall not be entitled to pay for the first or second day of an illness for the remainder of the Fiscal Year.

A. If an employee has at least seventy (70) days in his/her bank as determined on July 1st of each year, the above paragraph would

not apply for that year.

B. Approved workers’ compensation and properly documented FMLA absences will not count as occurrences.

C. Effective July 1 of each year, occurrences will be set to zero (0) for this Section only.

### Section 5.

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

### Section 6.

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

### Section 7.

If an employee’s absence is found to be fraudulent, it shall be the basis of disciplinary action up to and including dismissal. If Temple has good cause to believe that an employee is abusing the sick leave privilege, Temple can require the employee to substantiate future claims for sick leave by submitting a medical certificate signed by a licensed physician.

### Section 8.

Effective April 1, 2001, an employee who has perfect attendance for the preceding twelve (12) consecutive months will be granted a paid personal holiday. Upon earning the personal holiday for perfect attendance, the twelve (12) months will begin anew.

Personal holidays must be taken in accordance with Article VIII, Section 1.

## ARTICLE XII - SENIORITY

### Section 1.

Seniority shall be based upon length of continuous service within the bargaining unit. When two or more employees are hired the same day, seniority shall be based upon the "alpha" sequence of their surnames at date of hire. Temple shall revise and post a seniority list every three months.

### Section 2.

A. Non-probationary employees as of July 29, 1985 shall be entitled to remain at their current campus.

B. Once a year non-probationary employees within their classification as of July 25, 1985 will be given the opportunity to designate by seniority a shift preference at their grandfathered area. However, Temple shall have the right to make reassignments without regard to the foregoing shift preferences. The Executive Director of Campus Safety Services or his/her designee may assign up to 25% of the least senior 40% of the CPOs in the bargaining unit outside of the aforementioned shift selection process.

C. Employees hired after July 25, 1985 who have successfully completed their probationary period as of the time of the annual shift selection shall be entitled to select their shift in accordance with the above.

D. In regard to personnel hired after the annual designation of shift preferences, Temple shall have the right to make assignments without regard to the foregoing shift preference for a period of 120 days. Upon completion of the 120 day period the permanent openings on each shift shall be posted (and employees shall bid for the openings on the basis of seniority).

E. In the event Temple at its discretion determines to

establish a permanent assignment within a classification on a shift at one of its campuses Temple shall post the opening. Employees shall bid on the basis of seniority. Temple shall allow 48 hours after posting to receive applications from members of the bargaining unit.

### Section 3.

A. Where a promotional vacancy in a bargaining unit job occurs, and two or more employees are under consideration for such vacancy who have the ability and skill to fill the vacancy, Temple shall promote the employee with the greatest skill, present ability, prior job performance and attitude. Where there is no appreciable difference between the skill and present ability of such employees, Temple shall promote the employee with the greatest seniority. Disputes under this provision shall be subject to the grievance and arbitration provisions of the Agreement.

B. All time spent in training for new hires shall not count toward his/her probationary period. An employee who is promoted shall serve the same length of time in a probationary period on the new job as a new hire. If he/she is removed from the new job during said period, he/she will be returned to his/her former position without loss of seniority or other benefits, excepting that if he/she is discharged, his/her rights shall be subject to the grievance and arbitration provisions of this Agreement.

### Section 4.

When an employee is promoted out of the bargaining unit said employee shall be on a ninety day probationary period during which he/she shall not lose his/her seniority with the bargaining unit. If he/she returns to the bargaining unit before the end of the probationary period, he/she shall resume his/her seniority as of the day he was promoted. If he/she does not return, he/she shall lose all seniority as a bargaining unit employee.

### Section 5.

A. Layoffs shall be on the basis of bargaining unit seniority within a classification. If a layoff occurs, probationary

employees within the classification shall be laid off first, then regular part-time employees, and then regular full-time employees. An effected employee shall exercise his/her bargaining unit seniority to bump the least senior employee in the next lowest classification providing he/she has greater bargaining unit seniority. Employees returning from leave of absence within two (2) years of the length of their seniority, whichever is less, for whom there is no vacancy available may exercise the bumping rights above. Employees on sick leave status for more than two (2) years shall lose all seniority and shall no longer be considered an employee. Employees on sick leave status for less than two (2) years shall accumulate seniority for the period of time equal to their length of active employment at the time of sick leave.

B. Recalls shall be made in the inverse order of layoff. An employee on layoff may not upgrade from the recall list. If all employees still working have refused or failed to qualify for the job opening the laid off individual may request to be considered for the opening.

#### Section 6.

A. Employees on layoff status for more than one (1) year shall lose all seniority and shall no longer be considered an employee. Employees injured on the job who, as a result of said injury, are unable to hold any employment and draw full workman's compensation benefits shall continue to accumulate seniority for one (1) year and benefits will be continued for six (6) months following such injury. After one (1) year such employee shall no longer be considered an employee.

B. An employee who is injured as a result of special occupational hazards in pursuit of assigned duties and is unable to work as a result will not be subject to Section 6A.

### **ARTICLE XIII - EMPLOYEE BENEFIT PROGRAMS**

#### Section 1.

A. The benefits and privileges applicable to Temple's university-wide employee benefit programs, known as Independence Blue Cross, Personal Choice, including Blue Shield, Major Medical, Accidental Death and Dismemberment, Long Term Disability, Pension Program, and Life Insurance are fully described in separate booklets which are available for inspection at the Human Resources Office. Said benefits and privileges which are in effect on the first day of this Agreement shall remain in full force and effect during the term of this Agreement.

In the event Temple determines to switch its above mentioned carriers, an equal (or greater) level of benefit must be maintained. Prior to making any change, Temple will Meet and Discuss with the Union.

B. Temple shall provide and pay for a prescription drug plan for full-time, non-probationary employees and their families. Effective April 1, 2001, said plan shall contain a deductible for generic prescription drugs of \$5.00, and a deductible for name brand prescriptions of \$10.00.

C. Non-probationary, full-time permanent employees shall be enrolled in the Temple dental program. Booklets explaining the dental benefits will be issued to employees.

i. Effective April 1, 2001, the employee co-pay for dental coverage shall be 18% of the premium for coverage elected.

ii. Effective April 1, 2003, the employee co-pay for dental coverage shall be 25% of the premium for the coverage elected.

#### Section 2.

A. Effective March 1, 2006, employees who elect basic health single coverage shall have 17% of the premium for both health and prescription deducted from their pay. Those who elect single-plus coverage shall have 17% of the premium for both health and prescription plus 10% of the differential for single plus coverage

deducted.

Effective March 1, 2008, each bargaining unit member who elects basic health coverage shall have 20% of the premium for both health and prescription deducted from their pay. Those who elect single-plus coverage shall have 20% of the premium for both health and prescription plus 10% of the differential for single plus coverage deducted.

C. Effective March 1, 2006, employee co-pays for office visits will increase to \$10.00.

D. Eligible employees and their legal dependents, who are covered may participate in Temple's TempleCARE Plan.

### Section 3.

An employee who is injured as a result of special occupational hazards in pursuit of assigned duty and is unable to work will be entitled to a benefit of either 80% of his/her gross pay or his/her take-home pay, whichever is less. Gross pay shall be calculated in the same manner as Workers' Compensation benefits are calculated. Take-home pay shall be gross pay less any mandatory deductions. This benefit shall continue for so long as the Workers' Compensation claim connected therewith continues. Eligibility for this benefit shall be determined by Temple's Fringe Benefit Committee.

### Section 4.

Employees eligible for sick leave shall be covered under an Insured Sickness Plan. The Insured Sickness Plan shall provide 60% of salary to a maximum of \$225 per week for 26 weeks.

### Section 5.

Employees shall be eligible for the Employee Assistance Program.

### Section 6.

Employees shall be covered at Temple's expense under the Long Term Disability Plan referred to in Section 1 above, regardless of whether they elect to be in the Pension Plan.

### Section 7.

Effective July 1, 2001, the Defined Benefit Plan was frozen at \$25 for each month for each year of service.

Effective July 1, 2006, Temple will contribute 3.75% of an employee's base salary to the Defined Contribution plan begun on July 1, 2001. Employees will be permitted to add whatever level of contribution allowed by law in addition to Temple's contribution.

### Section 8.

Full-time permanent employees with thirty (30) days of service shall be enrolled in the Temple Vision Care Program. Booklets explaining the Vision Care Benefits will be issued to employees.

### Section 9.

A. All active full-time employees who have satisfactorily completed the training program for new employees or after the expiration of a thirty (30) day period from their date of hire, whichever comes later, shall be eligible for a Ten Thousand Dollar (\$10,000) group term insurance fully paid for by Temple.

All active full-time, non-probationary employees shall be eligible to purchase 1 ½ times, 2 times or 3 times their normal annual salary of group term life insurance, minus the \$10,000 life insurance already provided.

This election is subject to the approval of the insurance carrier.

C. An employee who dies from an injury incurred as a result of special occupational hazards involving interpersonal physical violence in pursuit of assigned duty will be entitled to a death benefit of ten thousand dollars (\$10,000) or fifty percent (50%) of their base salary, whichever is greater, in addition to any other benefit provided in

this Agreement. Eligibility for this benefit shall be determined by Temple's Fringe Benefit Committee.

Section 10.

Upon retirement an employee shall receive a retirement benefit payment equal to one weeks base pay (at the base pay being earned at the time of retirement) for each block of five years of continuous service with a maximum of five weeks.

Section 11.

A. The current policy for bargaining unit members enrolled in the Post Retirement Benefit Pre-Funding Plan shall remain in effect.

B. Employees hired prior to the ratification, who are not currently enrolled in the Post Retirement Pre-Funding Plan, shall be eligible to enroll in the Plan under Temple University's current Policy, but at the following contribution rates: Single 20%, Spousal 60%.

C. Employees hired after March 28, 2001, shall not be eligible for the Post Retirement Pre-Funding Plan.

**ARTICLE XIV - NO STRIKE/NO LOCKOUT**

Section 1. During this Agreement, the Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, 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 or cease providing services to, or interrupting or interfere with the operations of Temple University or any other Temple affiliated Hospital, medical center, nursing home, or any other educational institution or other Temple facility.

Section 2.

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any picketing (as defined in Section 1) strike, sit-down, slow-down, cessation, stoppage or interruption of work, boycott or inference with the operations of Temple University or any Temple affiliated Hospital, medical center, nursing home 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.

Section 3.

In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as defined in Section 1) strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work boycott, or other interference with the operations of Temple University or any other Temple affiliated Hospital, medical center, nursing home, or any educational institution during the term of this Agreement occur, the Union, within twenty-four (24) hours of a request by Temple University, shall:

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 instruct such employees 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. Employees within the bargaining unit shall not be required to perform any other Bargaining Unit's work while such controversy exists.

Section 4.

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

**ARTICLE XV - GRIEVANCE PROCEDURE**

Section 1.

The procedure as set forth hereinafter is established for the purpose of providing the Union and Temple with a method for the orderly and expeditious settlement of grievances arising under the terms of the Agreement.

Should any differences arise between the University and the Union as to the meaning and application of, or compliance with, the provisions of this Agreement, there shall be no suspension of work on account of such differences but such differences shall be settled promptly in accordance with the provisions of this Agreement and in the manner hereinafter set forth.

Step 1. Between the aggrieved employee or employees with the aid of the Shop Steward and/or the Chief Shop Steward, if so desired, and the Deputy Director of Campus Safety Services or designee within 72 hours after the grievance arises or should have been known. Any grievance not disposed of after such discussion shall be reduced to writing on the forms provided by the University, dated and signed by the aggrieved employee and the shop steward and (3) copies given to the department. The Deputy Director or designee after receipt of the written grievance shall give his/her answer thereto in writing within forty-eight (48) hours. Notation of the Deputy Director's decision and the disposition of the case, including date shall be entered on the grievance form. Grievances not settled in the first step may, if desired, be appealed to second step within 5 days of the date of the answer at this step.

Step 2. If the matter remains unsettled, the grievance shall be discussed between the International Representative of the Union (or his/her designated representative) and Temple's Director of Labor Relations (or his/her designated representative) at a time mutually

agreed upon. The party to whom the grievance is directed must state their position relative to the grievance in writing to the other party within ten (10) days from such meeting. Failure to notify within the ten (10) day period shall result in forfeiture of the grievance. The party receiving such written statement shall mail a response to it within thirty (30) days of its receipt. Notations of Temple's decision and the disposition of the case shall be entered on the Labor Relations Department's grievance form and signed by the Director of Labor Relations (or his/her designated representative) and a copy presented to the Union.

If the grievance is not satisfactorily settled within the time limits specified following the holding of the Step 2 hearing, it may be appealed to arbitration. Grievances appealed to arbitration shall be presented in writing to the American Arbitration Association within thirty (30) days from the date of such hearing or receipt of written response, whichever is the later, copy to be presented at the same time to the other party.

The times specified in the above grievance steps are exclusive of Saturdays, Sundays and holidays, and may be extended by mutual agreement. Temple will make reasonable effort to have the Shop Steward present for such discussions.

**ARTICLE XVI - ARBITRATION**

Section 1.

All grievances submitted to arbitration shall be in accordance with the American Arbitration Association's Voluntary Rules of Labor Arbitration.

Section 2.

The award of the arbitration shall be final and binding on the Union, Temple and the employee or employees involved.

Section 3.

The arbitration award shall be within and shall not change the scope and terms of this Agreement.

Section 4.

Any costs imposed by the American Arbitration Association shall be borne equally by Temple and the Union. All other costs shall be borne by the party incurring such costs.

Section 5. 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, the Union 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, and mutual agreement, 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 XVII - RATES OF PAY**

Section 1.

Temple will restructure its wage progression for the CPO, as reflected in Appendix A.

Section 2.

A. Effective March 1, 2006, all employees shall receive a three percent (3%) increase or the applicable rate as listed in the Appendices, whichever is greater.

B. Effective March 1, 2007, all employees shall receive a three percent (3%) increase or the applicable rate as listed in the Appendices, whichever is greater.

C. Effective March 1, 2008, all employees shall receive a three percent (3%) increase or the applicable rate as listed in the Appendices,

whichever is greater.

D. Effective March 1, 2009, all employees shall receive a three percent (3%) increase or the applicable rate as listed in the Appendices, whichever is greater.

Section 3.

All Security Officers assigned to work in the Radio Room or Emergency room shall receive an additional \$.75 for all hours worked.

Section 4.

Any campus police officer with at least 20 years seniority who wishes to accept a position as a security officer shall receive the highest pay rate for that classification

**ARTICLE XVIII - NO DISCRIMINATION**

Neither Temple nor the Union 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, union membership or non-membership. Temple shall not discriminate against an individual with a disability who, with reasonable accommodation can perform the essential functions of the job or activity in question.

**ARTICLE XIX - MISCELLANEOUS**

Section 1.

Temple shall make bulletin boards available at a convenient place at the Main Campus, Ambler, Tyler and the Health Sciences Center for the posting of notices pertaining only to Union business and activities. All such materials to be posted upon such bulletin boards

shall bear the signature of a Union officer and the date of posting.

#### Section 2.

Uniforms and equipment for employees are to be provided and maintained by Temple. Said uniforms are Temple property.

#### Section 3.

Each employee shall be entitled to receive an annual physical examination at Temple's expense. If an examination is scheduled by Temple during an employee's working hours said employee shall be compensated for lost time at his/her regular rate of pay.

#### Section 4.

Temple recognizes the need for periodic training to ensure that employees within the bargaining unit continue to possess and maintain the high standards of skill and effectiveness that their duties demand. To assure that these standards remain at a high level of excellence, Temple will continue to provide appropriate training for Campus Police Officers, including annual training and practice in weapons and unarmed defense if appropriate. In addition, Temple will provide other training as necessary to maintain and improve the ability of the bargaining unit to perform their responsibilities throughout their assigned areas in the University community.

#### Section 5.

A. Following the completion of probation, bargaining unit members shall be entitled to tuition remission for themselves and dependent children in accordance with University policy.

B. The above tuition benefits cease with termination of employment, permanent lay-off, and extended leaves of absence.

C. Each employee, upon the third anniversary of his/her date of hire as an employee within the bargaining unit shall be entitled to a death benefit providing as follows: 1. Upon the death of the employee while still an employee of Temple, his/her spouse and each of

his/her legally dependent children by birth or adoption, shall be eligible to enroll, without tuition, as full-time students for ten semesters in the Temple University undergraduate colleges in undergraduate programs; 2. Children who are so entitled must enroll in Temple under this benefit by age 23 and must complete the benefit no later than six years after enrollment.

#### Section 6. Uniforms

Temple agrees that it will provide uniforms and equipment for its entire Security Force. Further, Temple agrees to Meet and Discuss with the Union on the implementation of standardized uniforms where appropriate. These sessions will also include discussion on winter and summer clothing, rain gear, hats, shoes, boots, etc., and cleaning services.

Temple would replace on an as needed basis when presented.

#### Section 7.

Each employee will be provided with a distinctive identification card containing the Officer's picture, thumb print and a pertinent inscription.

#### Section 8.

Each employee in the presence of a supervisor shall have the right to inspect his/her personal file kept in the Safety Office and may be inspected on the shift they normally work provided they give proper notice. The employee may be accompanied by a personal representative.

#### Section 9.

Any employee whose job performance becomes subject to formal evaluation shall have the right to participate in a review of such evaluation. Evaluation of an employee shall be performed by his/her immediate supervisor and signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation. Any

employee who is aggrieved by the content of such evaluation shall have the right to pursue the validity of the evaluation through the grievance procedure provided herein.

Section 10.

All minor infractions on an employee's record shall be cleared after one year, provided that the one year shall be free of infractions.

## **ARTICLE XX - MODIFICATION, TERMINATION AND RENEWAL**

Section 1.

This Agreement shall be effective as of February 27, 2006 and shall remain in full force and effect from said date until terminated as hereinafter provided.

Section 2.

This Agreement, when signed by the Associate Vice President of Human Resources/Chief Negotiator of Temple and by the President of the Union, shall become effective as described above for a period of forty eight months from February 27, 2006 until Midnight, February 28, 2010 and shall continue to remain in full force and effect from year to year thereafter unless written notice is given by either party to the other, as provided by applicable law, but in no event fewer than 60 days prior to the expiration date of this Agreement. In the event of such notification the parties hereto shall commence negotiations for a new or modified Agreement, as provided by applicable law. Negotiations for a new contract shall commence not later than thirty days from the date of the written notice herein mentioned. In the event that either party notifies the other of its desire to modify this Agreement, this Agreement, subject to such notification, shall continue to remain in effect during the period of negotiations until a new Agreement has been reached or until either party shall give the other party one day's notice of cancellation. No other notice of modification or of termination of contract shall be required of either party other than the notice herein specified. In any event, nothing herein contained shall preclude either

party from modifying, changing or amending its proposals for a new Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals above stated.

**APPENDIX A**

**AMALGAMATED LOCAL UNION  
NO. 511 INTERNATIONAL UNION,  
SECURITY, POLICE AND FIRE  
PROFESSIONALS OF AMERICA**

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

**JOB RATE STRUCTURE  
CAMPUS POLICE OFFICERS**

Eugene McConville  
Chief Negotiator, SPFPA

Sharon I. Boyle  
Director-Labor & Employee Relations  
Chief Negotiator

Gavin T. Collier  
President, Local 511, SPFPA

Carl S. Bittenbender  
Executive Director, Public Safety

John C. Thomas  
Secretary/Treasurer, Local 511, SPFPA

Charles J. Leone  
Deputy Director, Campus Safety  
Services

Clemon J. McNeil  
Vice President, Local 511, SPFPA

Monica J. Washington, Esq.  
Manager of Labor Relations

Diana C. Krajewski  
Vice President, Local 511, SPFPA

Ruth E. Mangum  
Director-Health & Welfare,  
Local 511, SPFPA

Deborah Dale Bennett  
Director-Social Activities, Local 511,  
SPFPA

Richard C. Nagy  
Chairperson- Campus Police Division

Hasain Sabir  
Director-Grievances, Campus Police  
Division

<b>CAMPUS POLICE OFFICERS</b>	<b>3/1/2006</b>	<b>3/1/2007</b>	<b>3/1/2008</b>	<b>3/1/2009</b>	
<b>Trainee</b>	\$15.27	\$16.03	\$16.84	\$17.68	\$18.56
<b>Probationary</b>	\$15.87	\$16.66	\$17.50	\$18.37	\$19.29
<b>6 mo. - 3 years</b>	\$17.00	\$17.85	\$18.74	\$19.68	\$20.66
<b>3years - 5 years</b>	\$17.75	\$18.64	\$19.57	\$20.55	\$21.58
<b>5 years - 10 years</b>	\$18.25	\$19.16	\$20.12	\$21.13	\$22.18
<b>10 years +</b>	\$18.75	\$19.69	\$20.67	\$21.71	\$22.79

**APPENDIX B**

**JOB RATE STRUCTURE  
SECURITY OFFICERS**

<b>Security Officers</b>		<b>3/1/2006</b>	<b>3/1/2007</b>	<b>3/1/2008</b>	<b>3/1/2009</b>
<b>Probationary</b>	<b>\$9.78</b>	<b>\$10.07</b>	<b>\$10.38</b>	<b>\$10.69</b>	<b>\$11.01</b>
<b>3 - 12 months</b>	<b>\$10.48</b>	<b>\$10.79</b>	<b>\$11.12</b>	<b>\$11.45</b>	<b>\$11.80</b>
<b>12 - 24 months</b>	<b>\$11.18</b>	<b>\$11.52</b>	<b>\$11.86</b>	<b>\$12.22</b>	<b>\$12.58</b>
<b>24 - 36 months</b>	<b>\$11.87</b>	<b>\$12.23</b>	<b>\$12.59</b>	<b>\$12.97</b>	<b>\$13.36</b>
<b>36 - 48 months</b>	<b>\$12.57</b>	<b>\$12.95</b>	<b>\$13.34</b>	<b>\$13.74</b>	<b>\$14.15</b>
<b>Sr. - 4 + years</b>	<b>\$13.97</b>	<b>\$14.39</b>	<b>\$14.82</b>	<b>\$15.27</b>	<b>\$15.72</b>