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Collective Bargaining Agreement

Between

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

And

**TEMPLE ASSOCIATION OF
UNIVERSITY PROFESSIONALS,
AMERICAN FEDERATION OF TEACHERS,
AFL-CIO LOCAL 4531**

2004 - 2008

MARCH 4, 2005 - OCTOBER 15, 2008

67 pages

2004-2008 TAUP – Temple University Collective bargaining Agreement

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PREAMBLE

Temple and the TAUP endorse the following:

This Agreement, which is between Temple and TAUP, representing faculty, academic professionals and librarians, seeks to further academic excellence, assure fair and reasonable conditions of employment, and promote procedures for peaceful solution of disputes.

The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

The college or university teacher is a citizen, a member of a learned profession and an academic leader in an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline; but his/her special position in the community imposes special obligations. As a scholar and an academic leader, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not speaking for the institution.

ARTICLE 1 RECOGNITION

A. Temple recognizes TAUP, pursuant to the final certification of the Pennsylvania Labor Relations Board of July 5, 1973 in Case Nos. PERA-R-1123-E and PERA-R-1137-E, as amended in Case No. PERA-U-87-266-E (PERA-R-1123-E) of July 14, 1987, as amended in Case No. PERA-U-90-265-E (PERA-R-1123-E) of May 20, 1990, as the exclusive collective bargaining representative of the employees of Temple University in the unit described below for the purpose of negotiating with respect to wage, hours, and other terms and conditions of employment:

All full-time faculty, including Department Chairpersons, employed at Temple University, full-time professional librarians on the Paley Library budget or in other colleges and schools included in the bargaining unit, and non-faculty academic professionals as defined in ARTICLE 18 of this Agreement. Excluded from the bargaining unit Deans, Associate Deans, Assistant Deans, members of the faculty, librarians and support professionals serving outside the continental United States, the School of Medicine, the James E. Beasley School of Law, the School of Dentistry and Hospital of Temple University, and the School of Podiatric Medicine of Temple University, and all other non-faculty and professional employees, including teaching associates and graduate assistants, computer activity personnel and management, supervisors, and first-level supervisors and confidential employees as defined in Act 195.

ARTICLE 2
DEFINITIONS

- A. **University:** Temple University - Of The Commonwealth System of Higher Education.
- B. **Temple:** The Board of Trustees, President and University Officers, Deans, and such other supervisors and managerial personnel as defined in the Public Employee Relations Act 195. It shall not include Department Chairpersons.
- C. **Board of Trustees:** The Board of Trustees of Temple University - Of the Commonwealth System of Higher Education.
- D. **President:** The President of Temple University - Of The Commonwealth System of Higher Education.
- E. **College or School:** The terms are interchangeable and refer to the colleges and schools now included in TAUP bargaining unit, namely:
- Ambler College
Business and Management, Fox School of
Communications and Theater, School of
Education, College of
Engineering, College of
Health Professions, College of
Liberal Arts, College of
Music and Dance, Esther Boyer College of
Pharmacy, School of
Science and Technology, College of
Social Administration, School of
Tourism and Hospitality Management, School of
Tyler School of Art
- F. **Dean:** The chief executive officer of each College or School of Temple University
- G. **TAUP:** The Temple Association of University Professionals, American Federation of Teachers, Local #4531, AFL-CIO.
- H. **Members of the Bargaining Unit:** Faculty, librarians, and academic professionals represented by TAUP for purposes of collective bargaining.
- I. **Department Chairperson:** A faculty member who is the designated head of an academic department or degree granting program.
- J. **Faculty:** All full-time employees of Temple University in a full-time faculty classification (such as, but not limited to, faculty who are tenured or on the tenure track, Lecturers, Research Faculty, Clinician Educator Faculty) in a College or School included in the bargaining unit.

K. **Tenured and Tenure-Track Faculty:** All faculty who are tenured or by the terms of their appointment by the President are eligible for tenure.

L. **Non-Tenure Track Faculty:** All full-time faculty who are classified as Lecturers, Researchers or Clinician Educators.

M. **Librarians:** All full-time professional librarians functioning primarily as librarians, on the Paley Library budget or in a College or School included in the bargaining unit.

N. **Academic Professionals:** Full-time employees whose work is necessary or adjunct to the teaching of students or to research functions of the University.

O. **Gender:** The masculine, feminine, and neuter gender as used in this agreement import one another. The singular number, as used in this Agreement, shall import the plural whenever applicable.

P. **Designated University officer/administrative officer:** Any Temple administrative employee designated by the President.

ARTICLE 3 NO DISCRIMINATION

A. Neither Temple nor TAUP 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, TAUP membership or non-membership. Neither party shall discriminate against an individual with a disability who, with reasonable accommodation, can perform the essential functions of the job or activity in question.

ARTICLE 4 AFFIRMATIVE ACTION

A. Temple and TAUP agree to cooperate in the implementation of the Affirmative Action Program.

ARTICLE 5 RIGHTS OF TEMPLE

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

B. In accordance with the rights established by Act 195, the University 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 or policy as the functions and programs of the University, 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 the University's operations, programs, activities, mission and resources, and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved; the right to hire, discipline or discharge employees for cause, to transfer, promote or relieve employees from duty because of lack of work or other reasons; the maintenance of discipline, order and efficiency; the right to establish, revise, maintain and enforce reasonable work standards and schedules; to make from time to time and enforce reasonable work rules; to introduce new work methods and facilities; to subcontract all or any portion of its operation (provided that if the University proposes to subcontract bargaining unit work, TAUP is given the opportunity to meet and discuss the proposed subcontracting, which discussions shall be concluded within thirty (30) working days following the initial notice to TAUP) and to change or eliminate existing methods whether or not the same causes any reduction in the working force; or to reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in the University, provided that this section will not be used for the purpose of discriminating against any employee on account of membership in the bargaining unit.

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 the University. 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.

E. The enumeration of certain rights and privileges of faculty members in this Agreement shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of faculty members to participate in the formulation and recommendation of educational policy within the University and its schools and colleges, as approved by Temple and its Board of Trustees.

ARTICLE 6 RIGHTS OF TAUP

A. TAUP shall have reasonable access to University premises upon application to, and approval from the appropriate Temple authority on the same basis as granted to any other non-student groups within Temple for the purpose of administering this Agreement.

B. TAUP shall have the right to post official TAUP communications on one (1) approved bulletin board in the principal faculty office building of each College or School in the Bargaining Unit. TAUP shall have the right to use at no cost the campus mail and mail boxes for distribution of its official communications.

C. Temple shall make available to TAUP, upon reasonable notice, information and data concerning the wages, hours, and terms and conditions of employment of members of the bargaining unit including, but not limited to, the following:

1. Salary and seniority information for all members of the bargaining unit including name, salary, department, college, rank, date of promotion to present rank, date of tenure, and mode of payment (fiscal 12, academic 10, academic 12). Such information shall be supplied at least annually on November 1 (based on the September payroll).

2. Benefits information for members of the bargaining unit, including the numbers of members participating in each benefit and the total level of participation by members of the bargaining unit.

D. Temple shall reproduce and provide 2,000 copies of this Agreement to TAUP within 60 days following ratification of the Agreement. The cost of such reproduction shall be borne equally by the parties.

E. TAUP shall have the right to use the duplicating services at the established standard rate.

F. Temple shall list two TAUP telephone numbers for the local office in the University Telephone Directory.

G. Temple shall allow reasonable time for librarians and academic professionals for the processing of their grievances during normal working hours.

H. Participation in TAUP Activities

Since TAUP has historically been a professional organization, participation in TAUP activities is eligible for consideration when making personnel-related decisions.

I. Temple shall provide Paley Library with at least one copy of the detailed computerized version of the Temple budget (presently referred to as the B2 budget) as well as the overall final budget for each year and the breakdown of income for each year as soon as each is available.

J. Temple shall list the address, two TAUP telephone numbers, and the email address for the local office in both the printed and on-line (electronic versions) of the University's Telephone Directory.

ARTICLE 7 DEDUCTION OF DUES

A. Temple, subject to any applicable law, will deduct from the salary of any bargaining unit member who authorizes such deduction, the TAUP established monthly dues as certified by the TAUP. Any such employee wishing to begin dues deduction shall submit a properly completed authorization card to the TAUP, the original of which will be forwarded to the Temple's Department of Human Resources.

B. A facsimile of the authorization card to be used for the deduction shall be as follows:

To Temple University:

I, the undersigned, a member of the TAUP bargaining unit, authorize Temple to deduct all dues payments authorized by the TAUP Constitution and By-Laws from my salary and to remit the amounts so deducted to the TAUP.

This authorization will remain in full force and effect until revoked by me, in writing, by providing written instruction to cease payroll deductions to Temple's Human Resources Department, with a copy to TAUP, during the first fifteen (15) days of October in any calendar year.

Name _____
Dept. _____
Social Security # _____ Employee # _____
Signature _____ Date _____

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

D. The TAUP shall be authorized to collect a fair share fee from all members of the bargaining unit, calculated in accordance with applicable law, if it obtains and maintains seventy percent (70%) of the bargaining unit as dues paying members of the TAUP as measured on November 1 of each calendar year. If the TAUP fails to maintain seventy percent (70%) of the bargaining unit as dues paying members of the TAUP, as measured on Nov. 1., its authorization to collect a fair share fee shall cease.

E. The TAUP shall defend, indemnify, and save harmless Temple, and its employees, from any and all liability, costs, and expenses (including attorney's fees) arising as a result of the deduction of TAUP dues and fees.

ARTICLE 8 GRIEVANCE PROCEDURE

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

Step 1. Within twenty (20) working days after the grievance occurs or after the grievance should have been known, it shall be presented informally in writing to the Dean,* with copies to the Provost and TAUP. The Dean shall discuss and answer the informal

presentation in writing within fifteen (15) working days after receiving the grievance, with copies to the Provost, the Human Resources Department, and TAUP.

*Or their supervisor for librarians and academic professionals.

Step 2. A dispute unresolved in Step 1 may then be presented in writing to the Provost or other designated University officer within ten (10) working days of the grievant's receipt of the response or lack thereof in Step 1. A grievance so presented in Step 2 shall be answered by Temple in writing within twenty (20) working days after its presentation.

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

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

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

E. A grievance which affects two (2) or more employees may initially be presented at Step 2 by the TAUP. The grievance shall then be processed in accordance with the grievance procedure.

F. The parties may mutually agree in writing to suspend the time limits.

ARTICLE 9 ARBITRATION PROCEDURE

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

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

C. The decision of the arbitrator shall be final and binding.

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

E. The parties agree that in some instances it is in their respective best interests to expedite certain grievances that are submitted to arbitration. Either Temple or TAUP may request expedited arbitration. In an expedited arbitration hearing, upon request by either party, the American Arbitration Association shall be asked to appoint, within ten (10) business days from such request, an arbitrator, who will then hear the case within four (4) weeks of appointment and render an Award and Opinion not later than four (4) weeks after the close of the hearing.

ARTICLE 10 NO STRIKE/NO LOCKOUT

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

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

C. In addition to any other liability, remedy or right provided by applicable law or statute, should a picket (as defined in Section A), 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 Temple-affiliated health care entity or provider, or any other educational institution or other Temple facility during the term of this Agreement occur, TAUP, within twenty-four (24) hours of a request by Temple University, shall:

1. Publicly disavow such action by the TAUP Bargaining Unit Members.
2. Advise Temple's Human Resources Department in writing that such action by the TAUP Bargaining Unit Members has not been called or sanctioned by TAUP.
3. Notify the TAUP Bargaining Unit Members of its disapproval of such action and instruct such TAUP Bargaining Unit Members to cease such action and return to work immediately.

4. Post notices at the bulletin boards described in Article 6, Section B advising that it disapproves of such action and instructing the TAUP Bargaining Unit Members to return to work immediately.

D. Temple will not lock out TAUP Bargaining Unit Members during the term of this Agreement.

ARTICLE 11 PROMOTION AND TENURE STANDARDS AND PROCEDURES FOR FACULTY

A. Effective for promotion and tenure cases arising in the 2005-2006 academic year and thereafter, the following standards shall apply to applications for promotion and tenure by members of the faculty.

Tenure-track faculty members are eligible to apply for promotion and/or tenure at any time.

B. Promotion Standards

Consideration for promotion shall be based primarily on outstanding performance and continuing promise of outstanding performance as a faculty member. Teaching/instruction and research/scholarship/creative activity shall be primary in this evaluation. University service, service to the profession/discipline, and discipline-based community service shall be secondary. The standard of outstanding performance shall be informed by standards for promotion to the same rank at other national research universities appropriate to the discipline under consideration. Promotion to any rank, thus, is a recognition of past performance and an assessment that the faculty member is capable of greater responsibilities and accomplishments. Personal and professional integrity are assumed. The ultimate goal of all promotions is to build the best possible faculty for the University.

C. Promotion Procedures

Levels of review for promotion shall include in consecutive order: a departmental committee; the Department Chairperson; a College or School committee; the Dean; the University Tenure and Promotion Advisory Committee; and, the Provost. Recommendations for promotion are made to the President who has the authority to promote faculty.

1. The University Tenure and Promotion Advisory Committee

The University Tenure and Promotion Advisory Committee shall be chaired by the Provost or other designated University officer, who shall serve without vote, and shall be composed of at least sixteen (16) voting members; half shall be faculty members selected by the Faculty Senate. The Provost shall appoint the remaining voting members, of whom two (2) shall be students (one (1) undergraduate student and one (1) graduate student). No more than three (3) of

the Provost's appointees shall be administrators. Individuals serving on the University Tenure and Promotion Advisory Committee shall serve two (2) year terms, with a staggered rotation to assure that half of such members continue on the Advisory Committee each year. Student members of the Advisory Committee shall serve one (1) year terms. No more than two (2) faculty members from any one college or school may serve at any one time.

The composition of the University Tenure and Promotion Advisory Committee shall be increased when non-bargaining unit colleges or schools come under the jurisdiction of this committee. The committee membership shall be increased by two faculty members after one non-bargaining college or school is brought within jurisdiction of the committee. One of these faculty members will be selected by the Faculty Senate, the other will be selected by the Provost.

Committee membership shall be increased by an additional two members if a second non-bargaining unit college or school comes within the jurisdiction of the committee. One of these faculty members will be selected by the Faculty Senate, the other will be selected by the Provost. No further members shall be added however if colleges in addition to the second non-bargaining unit college also come within the jurisdiction of the committee. Committee membership shall be limited to no more than 20 members.

2. Eligibility to Serve on Promotion Committees

Only individuals holding tenure at Temple are eligible to serve on promotion committees. Only individuals holding the rank of Professor at Temple may serve as Faculty Senate representatives on the University Tenure and Promotion Advisory Committee or participate in committee deliberations regarding the promotion of a faculty member to the rank of Professor. A faculty member is only eligible to participate in deliberations and to vote at one (1) level of the promotion process: as a member of a departmental committee; as a member of the College or School committee; or, as a member of the University Tenure and Promotion Advisory Committee. Individuals being considered for promotion are ineligible to participate in deliberations regarding promotions in the year in which their candidacy is being considered.

Notwithstanding the above, each College or School promotion committee shall include one (1) student member appointed by the student government body of the College or School or, if no student government body exists, an equivalent representative body of students identified by the Dean after consultation with the executive committee, dean's advisory committee, or equivalent body in the College or School.

3. Selection of Departmental and College Promotion Committees

All departmental and College or School promotion committees must be comprised of at least three (3) faculty members. If a department or College or School has less than three (3) faculty members eligible to serve on the department or College or School committee, the Dean may appoint additional persons to serve following consultation with the executive committee, dean's advisory committee, or equivalent body in the College or School. Administrators are not eligible to serve on these committees.

Only individuals who hold tenure-track appointments or who are tenured may participate in the selection of the faculty members of departmental and College or School promotion committees or nominees for the University Tenure and Promotion Advisory Committee

A department or College or School shall not be precluded from providing in its bylaws that the same committee shall serve as the promotion committee and the tenure committee.

4. Independent External Evaluations of Candidates for Promotion

Assessment of the credentials of the candidate shall include written letters of evaluation from individuals from outside the University who are qualified to assess the credentials of the candidate for promotion. A preponderance of these letters shall be obtained from persons who have not worked or collaborated with the candidate. A candidate for promotion and the departmental promotion committee shall each separately submit lists to the Dean that contain the names and professional affiliations of persons whom they recommend to be external evaluators. After review of these recommendations, the Dean may, in his/her discretion, add additional evaluators to the lists.

5. Documentation of Recommendations Related to Promotion and Tenure

At each level of review, recommendations for promotion and tenure are to be made separately. Each recommendation shall provide an evaluation for teaching/instruction, for research/scholarship/creative activity and for service. These evaluations, along with the votes and reports of the department, College or School, and University Promotion and Tenure Advisory committees, and the recommendations of the Department Chairperson, the Dean and the Provost or other designated University officer, shall be recorded on a memorandum of transmittal. At each step during consideration for promotion, a candidate shall receive copies of the memoranda of transmittal when they are forwarded by the Department Committee, Chair, College or School Committee, Dean, the University Tenure and Promotion Advisory Committee and the Provost or other designated University officer.

6. Sequence for Promotion Evaluation Process

- (a) Initial consideration of promotion cases shall be at the departmental level through a departmental committee. The departmental committee shall report its recommendations to the Department Chairperson.
- (b) Following action by the departmental committee, the Department Chairperson shall:
 - (i) Make an independent recommendation on each promotion case and communicate this recommendation to the departmental committee
 - (ii) Inform the individual faculty member of the Chairperson's and departmental recommendation
 - (iii) Transmit all recommendations of the departmental committee and the chair to the College or School level for consideration
- (c) Promotion decisions are next considered by an appropriate College or School committee having responsibility for promotion matters and by the Dean.
- (d) Following consideration at the College or School level, the Dean shall:
 - (i) Make an independent recommendation on each promotion case and communicate this recommendation to the appropriate committee of the College or School
 - (ii) Inform the individual faculty member of the Dean's and the college's recommendation
 - (iii) Transmit all recommendations to the Provost, as Chair of the University Tenure and Promotion Advisory Committee
- (e) On receipt of the recommendations on promotion from the Deans, the Provost, as non-voting Chair of the University Tenure and Promotion Advisory Committee, shall submit all materials relating to promotion for all cases to the University Tenure and Promotion Advisory Committee for their review and recommendation. The Provost or other designated University officer shall separately make a recommendation.
- (f) All such recommendations on promotion shall be forwarded by the Provost, as non-voting Chair of the University Tenure and Promotion Advisory Committee, to the President for his/her review and action.
- (g) All those who have been formally considered shall be informed by the President whether they have been granted promotion.

- (h) Any faculty member who believes that his/her procedural rights pertaining to the promotion evaluation process have been denied may present a complaint to the Faculty Senate Personnel Committee. In the event promotion is denied, both parties will endeavor to have any appeals processed in an expeditious manner. The Faculty Senate Personnel Committee shall, within ninety (90) days of the filing of an appeal, forward its recommendations to the candidate and to the President or his/her designee.

Should the Faculty Senate Personnel Committee fail to act within ninety (90) days, the President may, at his/her discretion, appoint a fact-finder who shall, within forty-five (45) days, forward his/her recommendations to the candidate and the President or his/her designee.

The President will reconsider the decision in light of the report of the Faculty Senate Personnel Committee or the fact-finder and make a final decision in the case. The President shall inform the candidate of his/her decision.

D. Tenure Standards

Unless a shorter period has been agreed upon in the letter of appointment, a faculty member on the tenure track will have up to seven (7) years to earn tenure.

A faculty member on the tenure track is required to be reviewed for tenure no later than the sixth year of his/her tenure-track probationary period, unless a shorter period is stated otherwise in the appointment letter. If rejected for tenure at that time, the faculty member will receive a one-year terminal appointment which will end at the end of the seventh year. A faculty member who is reviewed and rejected for tenure in the sixth (6th) year may choose to be reviewed again in the seventh (7th) year, but will waive the right to appeal a negative decision to the Faculty Senate Personnel Committee, but may appeal on the grounds that proper procedures had not been followed, or that the non-discrimination provisions of this Agreement had not been followed, through an expedited grievance and arbitration procedure. Subject to the provisions of Section E.2.a below, in no case shall a tenure-track faculty member who has not been granted tenure serve for more than seven (7) years.

With due consideration to the academic needs of the department and/or College or School, consideration for tenure shall be based primarily on outstanding performance and continuing promise of outstanding performance as a faculty member. Teaching/instruction and research/scholarship/creative activity shall be primary in this evaluation. University service, service to the profession/discipline, and discipline-based community service shall be secondary. The standard of outstanding performance in research/scholarship/creative activity for tenure shall be informed by standards for tenure at other national research universities appropriate to the discipline under consideration. The award of tenure, thus, is a recognition of past performance and an assessment that the faculty member is capable of greater responsibilities and accomplishments throughout the period of his/her service as a member of the University faculty.

Personal and professional integrity are assumed. The ultimate goal of all tenured appointments is to build the best possible faculty for the University.

E. Tenure Eligibility

1. All individuals who are appointed to a tenure-track faculty position are eligible to apply for tenure at any time, regardless of rank.
2. **Rules Applicable to All Eligible Faculty**
 - (a) If an individual has not been formally informed of being considered for tenure during the sixth year, when such consideration is mandatory, it shall be the responsibility of the individual to inform, in writing, and by December 1st of that academic year, the Department Chairperson, Dean, and Provost or other designated University officer, that such tenure consideration is necessary. If both the University and the individual miscount the individual's mandatory (sixth) year of eligibility for tenure consideration as set forth above, then the individual shall be considered for tenure as soon as possible following the discovery of such circumstance; and in the event of a negative decision, the individual shall be given a one year terminal contract. The faculty member shall not be eligible to apply for tenure during the period of the one-year terminal contract.
 - (b) Only individuals with probationary tenure-track appointments made by the President are eligible to be considered for tenure. Excluded, in addition to part-time personnel, are all individuals on an agreed upon limited period of service, such as Visiting Faculty, Lecturers and Instructors, Clinical Faculty and Research Faculty.
 - (c) At the time of this agreement, untenured faculty on the tenure track who have completed any part of their probationary period may elect to extend the probationary period for up to two additional years. This election shall be made no later than July 1, 2005.
 - (d) The only full-time faculty ranks eligible for tenure consideration shall be: Professors, Associate Professors, and Assistant Professors.

F. Review of Progress toward Tenure

In addition to any evaluation that may occur when appointments are renewed, faculty on the tenure track shall be evaluated during their third probationary year with respect to their progress towards tenure. The evaluations shall be provided in writing to the tenure track faculty member by the Dean of the School/College after consultation with the appropriate faculty committee(s) in the department and/or school/college. When improvement in performance is necessary the written evaluation should identify those specific areas which need to be remediated. The President will consider this evaluation when determining the term of subsequent appointments during the probationary period.

G. Tenure Procedures

Levels of review for tenure shall include in consecutive order: a departmental committee; the Department Chairperson; a College or School committee; the Dean; the University Tenure and Promotion Advisory Committee; the Provost; and, the President. Recommendations for tenure are made by the President to the Board of Trustees which has sole authority to grant tenure.

1. Eligibility to Serve on Tenure Committees

Only individuals holding tenure at Temple are eligible to serve on tenure committees. Only individuals holding the rank of Professor at Temple may serve as Faculty Senate representatives on the University Tenure and Promotion Advisory Committee or participate in committee deliberations regarding the tenure of a faculty member at the rank of Professor. Faculty members are only eligible to participate in deliberations and to vote at one level of the tenure process: as a member of the departmental committee; as Department Chairperson; as a member of the College or School committee; or, as a member of the University Tenure and Promotion Advisory Committee.

Notwithstanding the above, each College or School tenure committee shall include one (1) student member appointed by the student government body of the College or School or, if no student government body exists, an equivalent representative body of students identified by the Dean after consultation with the executive committee, dean's advisory committee, or equivalent body in the College or School.

2. Selection of Departmental and College or School Tenure Committees

All departmental and College or School tenure committees must be comprised of at least three (3) members. If a department or College or School has fewer than three (3) individuals eligible to serve on the departmental or College or School committee, the Dean may appoint additional persons to serve following consultation with the executive committee, dean's advisory committee or equivalent body in the College or School. Administrators are not eligible to serve on these committees.

Only faculty who hold tenure-track appointments or who are tenured may participate in the selection of members of departmental and College or School tenure committees or nominees for the University Tenure and Promotion Advisory Committee.

A department or College or School shall not be precluded from providing in its bylaws that the same committee shall serve as the promotion committee and the tenure committee.

3. **Independent External Evaluators of Candidates for Tenure**

Assessment of the credentials of the candidate shall include written letters of evaluation from individuals from outside the University who are qualified to assess the credentials of the candidate for tenure. A preponderance of these letters shall be obtained from persons who have not worked or collaborated with the candidate. A candidate for tenure and the departmental tenure committee shall each separately submit lists to the Dean that contain the names and professional affiliations of persons whom they recommend to be external evaluators. After review of these recommendations, the Dean may, in his/her discretion, add additional evaluators to the lists.

4. **Documentation of Recommendations Related to Tenure**

At each level of review, recommendations for promotion and tenure are to be made separately. Each recommendation shall provide an evaluation for teaching/instruction, research/scholarship/creative activity and for service. These ratings, along with the votes and reports of the department, College or School, and University Promotion and Tenure Advisory committees, and the recommendations of the Chair, the Dean and the Provost or other designated University officer, shall be recorded on a memorandum of transmittal. At each step during consideration for tenure, a candidate shall receive copies of the memoranda of transmittal when they are forwarded by the Department Committee, Department Chairperson, College or School Committee, Dean, the University Tenure and Promotion Advisory Committee and the Provost or other designated University officer.

5. **Sequence for Tenure Evaluation Process**

- (a) Initial consideration of tenure cases shall be at the departmental level through a departmental committee. The departmental committee shall report its recommendations to the Department Chairperson.
- (b) Following action by the departmental committee, the Department Chairperson shall:
 - (i) Make an independent recommendation on each tenure case and communicate this recommendation to the departmental committee
 - (ii) Inform the individual faculty member of the departmental and Department Chair's recommendations
 - (iii) Transmit all recommendations of the departmental committee and the Department Chairperson to the College or School level for consideration
- (c) Tenure decisions are next considered by an appropriate College or School committee having responsibility for tenure matters and by the Dean.

- (d) Following consideration at the College or School level, the Dean has these responsibilities:
- (i) To make an independent recommendation on each tenure case and to communicate this recommendation to the appropriate committee of the College or School
 - (ii) To inform the individual faculty member of the college and the Dean's recommendations
 - (iii) To transmit all recommendations to the Provost, as Chair of the University Tenure and Promotion Advisory Committee
- (e) On receipt of the recommendations on tenure from the Deans, the Provost, as non-voting Chair of the University Tenure and Promotion Advisory Committee, shall submit all materials relating to tenure for all cases to the University Tenure and Promotion Advisory Committee for their review and recommendation. The Provost or other designated University officer shall separately make a recommendation.
- (f) All such recommendations on tenure shall be forwarded by the Provost, as non-voting Chair of the University Tenure and Promotion Advisory Committee, to the President for his/her review and recommendation to the Board of Trustees for their review and action.

All those who have been formally considered shall be informed by the President whether they have been granted tenure.

- (g) Where all committees and administrators who have considered a tenure application, as provided above, have recommended the award of tenure to a member of the faculty, and the President and/or the Board of Trustees shall reject such recommendations, they should do so only for compelling reasons, stated in detail to those committees and administrators who made the recommendations.
- (h) If recommendation for tenure is denied, an appeal on either substantive or procedural grounds may be presented by the faculty member to the Faculty Senate Personnel Committee. The Faculty Senate Personnel Committee shall forward its recommendations to the candidate and to the President or his/her designee within 120 days.

Should the Faculty Senate Personnel Committee fail to act within 120 days, the President may, at his/her discretion, appoint a fact-finder who shall, within forty-five (45) days, forward his/her recommendations to the candidate and the President or his/her designee.

The President will reconsider the decision in light of the report of the Personnel Committee or the fact-finder. If the President then concludes to

recommend tenure, he/she shall submit his/her recommendation for tenure to the Board of Trustees.

After a decision rejecting an application for tenure has been made, a candidate may utilize the grievance and arbitration provisions of this Agreement only on the grounds that proper procedures had not been followed or that the nondiscrimination provisions of this Agreement had been violated. If the arbitrator finds such violations, the matter will be referred back to the University Tenure and Promotion Advisory Committee which will review the entire record in the case and make a recommendation to the President. If the President rejects the application for tenure, his/her decision is final and he/she shall give a statement of reasons for the decision. If the President concludes to recommend tenure, the President shall submit his/her recommendation to the Board of Trustees for its consideration. If the Board of Trustees rejects an application for tenure that has been recommended by the University Tenure and Promotion Advisory Committee on appeal, the Board's decision is final and it shall give a statement of reasons for the decision.

**ARTICLE 12
TERMINATION OF SERVICE OF FACULTY
AND DISCIPLINE OF FACULTY FOR JUST CAUSE**

A. Termination of service of a tenured faculty member or of an appointment of a tenure-track faculty member before the end of its specified term may be made only for retirement, just cause, or retrenchment.

B. Discipline/Dismissal of Tenured and Tenure-Track Faculty for Just Cause

1. As used in this Agreement, "dismissal" shall refer to the discharge of a tenured or tenure-track faculty member due to the faculty member's dereliction of duties, professional incompetence, grave misconduct or academic dishonesty. Dismissals of tenured or tenure-track faculty for financial, programmatic or other administrative considerations are covered by Article 13 and are not covered by the following "Just Cause" provisions of this Agreement.
2. As used in this Agreement, "discipline" shall include, but is not limited to: written letter of reprimand; ineligibility for study leaves and professional development funds; and, suspensions without pay of varying lengths. Discipline shall not include oral reprimands or oral counseling, so long as no written record is kept in the Faculty member's official personnel file, nor shall it include performance evaluations; such matters are not grievable under this Agreement. When appropriate and justified, Temple may also require, as part of a disciplinary action, restitution, appropriate training or counseling, adjustment in assignments and responsibilities, or other remedial action.

3. As used in this Agreement, "just cause" means dereliction of duties, professional incompetence, grave misconduct or academic dishonesty in cases of dismissal. For imposition of discipline other than dismissal, "just cause" may also include, but is not limited to, willful, repeated or serious violations of University policies, insubordination, or other serious breaches of professional conduct, regardless of whether such conduct amounts to dereliction of duties, professional incompetence, grave misconduct or academic dishonesty.
4. It is understood that in any case involving discipline or dismissal under this Article, Temple bears the burden of proving just cause for such action.
5. A faculty member may ask for, and shall have the right to have, a TAUP representative present whenever the faculty member is asked to participate in an investigatory interview which he or she reasonably believes may result in disciplinary action or dismissal.
6. Pending resolution of the procedures for discipline/dismissal of tenured faculty, a faculty member may be suspended with pay by the Provost in cases where the continued active employment poses an unreasonable risk of harm to the safety of the faculty member or others or disruption of university programs and/or operations.
7. All references to "days" in this Article shall mean "working days."
8. The following procedures, which may be initiated by faculty, Department Chairpersons, Deans, the Provost or other designated University officer, or the President, shall govern cases seeking dismissal or a suspension without pay of a tenured faculty member for more than sixty (60) days for just cause:
 - (a) An attempt shall be made to resolve the matter informally through one or more personal conferences between the faculty member and appropriate administrative officers;
 - (b) If the matter is not resolved within thirty (30) days, the Dean, in his/her discretion, may refer the matter to a Faculty Responsibility Committee (FRC) for a brief investigation regarding the allegations. The FRC shall be constituted and function in accordance with the College's By-Laws, and shall conclude its work within forty-five (45) days of its creation. If an FRC is constituted, the Faculty member shall be notified of this fact and the nature of the allegations being investigated. If the Dean does not refer the matter to the FRC, the Dean shall provide to the Faculty Senate Personnel Committee a written statement of the nature of the allegations brought against the faculty member. A copy of the Dean's written statement shall be provided to the Faculty member at the time it is forwarded to the Faculty Senate Personnel Committee.
 - (c) If an FRC is not utilized, or if an FRC is utilized and the matter remains unresolved, within forty-five (45) days, the matter shall be referred to the

Faculty Senate Personnel Committee for an informal inquiry to verify that the charges are reasonably supported. The Faculty Senate Personnel Committee shall within forty-five (45) days issue a report to the President stating whether the charges are reasonably supported. A copy of the Faculty Senate Personnel Committee report shall be delivered to the faculty member.

- (d) Should the Faculty Senate Personnel Committee fail to issue a report within forty-five (45) days, the President may, at his/her discretion, either directly proceed with the initiation of formal disciplinary/dismissal proceedings enumerated in step "c" below or appoint an independent investigating officer who is not currently an employee of the University to conduct a preliminary hearing and issue a report stating whether the charges against the faculty member are reasonably supported.
- (e) When the Faculty Senate Personnel Committee or investigating officer issues a report pursuant to steps "c" or "d" above, the President shall review the report and recommendation and supporting evidence, and initiate any such additional investigation as he/she deems appropriate. If the President determines that the preliminary evidence reasonably supports the charges of "just cause," the President may initiate formal disciplinary/dismissal proceedings by formulation of a written statement of the charges and supporting evidence, even if the recommendation of the Faculty Senate Personnel Committee or investigating officer is favorable to the faculty member.

In the absence of extenuating circumstances, the President should complete his review and investigation, if any, and formulate his written statement within forty-five (45) days of receipt of the report of the Faculty Senate Personnel Committee or investigating officer.

- (f) If the President initiates formal disciplinary/dismissal proceedings, he/she shall provide the faculty member and the Faculty Senate Personnel Committee with a copy of his/her written statement and also inform the faculty member that, if the faculty member requests, he/she shall be entitled to a hearing as set forth in sections "g" and "h" below. The President shall also advise the faculty member that failure to dispute the charges in accordance with Section 8.g.i. below shall indicate acceptance of dismissal/discipline in the President's discretion.
- (g) Pre-hearing procedures shall be as follows:
 - (i) Within fifteen (15) days of receipt of the President's written statement of charges, the faculty member shall provide a written response to the President as to whether he/she disputes the charges and requests a hearing. If a hearing is requested, the Faculty Senate Personnel Committee shall select a hearing committee

composed of five (5) persons. The hearing committee shall select its own chairperson.

- (ii) The hearing committee chairperson shall notify the faculty member in writing of the date, time, place and procedure for the hearing, and a list of proposed committee members and shall provide the faculty member with reasonable time, but in no event more than sixty (60) days, to prepare his/her defense. The faculty member shall have ten (10) days to challenge any proposed member for cause, which means actual or reasonable perceived bias or conflict of interest with respect to the faculty member or the matters at issue. The President or other designated University officer shall rule on any such challenges, and his/her decision shall be final. If the President or other designated University officer sustains any challenges, the Faculty Senate Personnel Committee shall name substitute committee members, and the same challenge process shall be followed until five committee members are selected.
 - (iii) The faculty member may be represented by legal counsel of his/her own choosing at his/her own expense, or by another faculty member, in connection with the hearing. The faculty member shall also be entitled to have a TAUP representative present at the hearing.
 - (iv) No less than fifteen (15) days before the date set for the hearing, the faculty member shall respond in writing to the charges in the President's written statement, and the faculty member and the University shall provide to each other through the committee chairperson a list of witnesses and documents they propose to introduce at the hearing, and a succinct summary of any testimony expected to be offered by such witnesses. The lists may be supplemented thereafter as necessary or desirable in the exercise of due diligence, provided that reasonable opportunity is given to the opposing party to respond, as determined by the committee chairperson.
- (h) Hearing procedures shall be as follows:
- (i) Consideration of the written charges and the faculty member's response
 - (ii) Testimony of witnesses, if appropriate, and examination of documents and other pertinent evidence
 - (iii) Each party, or the legal counsel or other representative of each party, shall be permitted to participate actively in the hearing

proceedings, including a reasonable opportunity to confront and cross-examine witnesses.

- (iv) The faculty member is permitted, but not required, to testify at the hearing. If the faculty member declines to testify or otherwise participate in the hearing, the committee should proceed on the basis of obtainable evidence.
 - (v) The hearing committee may, at its discretion, establish other rules or procedures for the conduct of the hearing consistent with paragraphs i through iv above.
 - (vi) Except in extenuating circumstances, the hearing should commence no more than seventy-five (75) days after the President provides the faculty member with a written statement of the charges.
 - (vii) Except in extenuating circumstances, the hearing should be concluded within thirty (30) days after its commencement.
- (i) Following the hearing and its own deliberations, the hearing committee shall, within forty-five (45) days, submit its written recommendation and reasons therefore to the President and the faculty member. If the hearing committee recommends against discipline/dismissal, the President may (within thirty (30) days, except in extenuating circumstances) still discipline/dismiss the faculty member, but the faculty member may then utilize the grievance (2nd step) and arbitration provisions of this Agreement. If the President imposes discipline more severe than that recommended by the hearing committee, the faculty member may then utilize the grievance (2nd step) and arbitration provisions of this Agreement. If the President accepts and imposes the discipline/dismissal recommended by the hearing committee, the President's decision is final and the faculty member may not utilize the grievance (2nd step) and arbitration provisions of this Agreement, except to challenge the procedural regularity of the hearing.
- (j) In any case in which the University is seeking to impose as discipline anything other than dismissal, demotion in rank, or suspension without pay for greater than sixty (60) days, the following procedures shall be used instead of the procedures set forth in subsections (f) through (i) above:
- (i) The Dean or designated University officer shall provide written notification to the faculty member that disciplinary action other than dismissal or a suspension without pay for more than sixty (60) days is being contemplated. Such statement shall include a summary of the basis for the contemplated action, and, when such

basis includes allegations of violations of Temple policy or procedure, a reference to any such policy or procedure.

(ii) The faculty member shall be provided with an opportunity to formally respond to the allegations made by the Dean or designated University officer. Except in extenuating circumstances, such a response must be made within ten (10) days of receipt of the notification.

(iii) The faculty member shall be provided with an opportunity to meet with the Dean or designated University officer. The faculty member may be represented by legal counsel of his/her own choosing at his/her own expense, or by another faculty member. The faculty member shall also be entitled to have a TAUP representative present. The Dean or designated University officer may have an attorney present if they so desire. Except in extenuating circumstances, such a meeting shall be held within twenty (20) days of the notification.

(iv) Within seven (7) days following the meeting, the Dean or designated University officer shall notify the faculty member by letter of the final action taken, with a copy to the TAUP representative and/or attorney, if any, who accompanied the faculty member to the meeting.

(k) Upon receipt of the letter indicating the University's final decision, the faculty member may exercise his/her rights under the grievance (2nd step) and arbitration provisions of this Agreement.

C. Dismissal/Discipline of Non-Tenure Track Faculty for Just Cause

1. Just cause is defined in section B.3 above.
2. An attempt shall first be made to resolve the matter informally through personal conferences between the faculty member and appropriate administrative officers.
3. If this fails to resolve the matter, the faculty member may be dismissed/disciplined by Temple, after consultation with the Department Chairperson.
4. A faculty member so dismissed/disciplined may utilize the grievance and arbitration provisions of this Agreement.

ARTICLE 13 RETRENCHMENT

A. Temple shall have the right, upon such notice as indicated in Section E below, to dismiss faculty members under the two following circumstances:

1. A demonstrably bona-fide financial exigency, or
2. As a result of bona fide formal discontinuance of a program or department of instruction.

B. For purposes of this Agreement a dismissal for either of these circumstances shall be referred to as "Retrenchment."

Before sending notices of termination because of retrenchment, consultation on the proposed retrenchment shall take place with the Chairperson of any department or program affected and the Dean and College or School curriculum committee of any College or School affected. Also, the Educational Program and Policies Committee of the Faculty Senate shall be advised of the proposed retrenchments. Following the completion of the consultation process, there shall be a meeting with TAUP upon reasonable notice, not to exceed two (2) weeks, to discuss the rationale for and implementation of such retrenchment. At this meeting, Temple will provide TAUP with: a list of bargaining unit members designated for possible retrenchment along with their date of hire, department, date of tenure and rank; a list of sections being taught by non-tenure-track faculty and part-time/adjunct faculty; a list of tenure-track searches where authorizations to hire exist; and a list of suitable open positions in accordance with Section C below.

C. If and when retrenchment notices are sent, concurrent copies of such notices shall be furnished to TAUP. The notification date of a retrenchment notice shall be the recorded date of the certified mailing by Temple.

Retrenchment is one of the most serious steps an institution of higher learning takes. Attempts will continue to be made to increase revenue by all feasible means. Before terminating faculty members because of retrenchment, Temple will first utilize possible temporary alternative assignments and then make reasonable efforts to place the affected faculty members in other suitable positions. (Before sending a notice of retrenchment to a tenured faculty member, Temple shall offer such tenured faculty member a temporary alternative assignment, in accordance with Article 16, to teach a full work load, provided that (1) there is a full work load available which would otherwise be taught by full-time non-tenured faculty members or part-time adjunct faculty members, and (2) the tenured faculty member has the requisite skills and abilities after orientation, if appropriate, to teach such courses. In the event that more than one tenured faculty member is affected and there is not a sufficient work load for each, Temple shall follow the order of priorities set forth in this Article. Such faculty members shall have two (2) weeks from date of notification to inform Temple of their willingness to accept such assignment. The released tenured faculty member's position will not be filled with a replacement within a period of three years unless the released faculty member has been offered, by order of seniority, re-employment in a tenured position (with at least his/her previous rank and salary) and at least

one month within which to accept or decline. An untenured tenure-track faculty member's position will not be filled for a period of two years without prior notification to the released faculty member that candidates for the position are being sought.

D. Suitable positions for reassignment of tenured faculty within Temple are:

- Other teaching positions
- Academic Professional positions
- Assignment in the University Libraries

The bargaining unit status of the new positions will be determined by the duties associated with that position and the past decisions of the Pennsylvania Labor Relations Board.

For positions outside the TAUP Bargaining Unit, the faculty member's tenure status and salary may be changed at the end of the 12-month period. At the time the position is offered to the faculty member, Temple will inform the faculty member of the tenure status and pay rate which the position will have at the end of the 12-month notice period.

The salary and seniority of a faculty member moving to a new assignment within the TAUP Bargaining Unit shall not be reduced by that move.

If a retrenched tenured faculty member applies for and is accepted for an authorized academic professional position, the faculty member shall have regular appointment in that new position effective upon the first day of appointment in that position.

If a retrenched tenured faculty member applies for and is accepted for a tenure track position in another department, the faculty member's seniority and tenure shall be carried to the new department.

In filling vacancies within the TAUP Bargaining Unit, Temple shall give first consideration to a retrenched tenured faculty member in considering the qualifications of applicants for the position. Qualifications shall include appropriate academic credentials, present ability to perform the work required, quality of prior job performance, and potential for growth and achievement in the new job.

Reasonable efforts shall be defined as Temple's obligation to bring position vacancies to the attention of retrenched tenured faculty, and resumes of retrenched faculty shall be made available to those responsible for filling such vacant positions. Copies of such position vacancies shall be forwarded to TAUP.

E. Written notice that employment is to be terminated because of retrenchment shall be given as follows:

1. For a faculty member holding a first one-year contract, at least three months.
2. For a faculty member holding a second one-year contract or a third one-year contract, at least six months.

3. For an untenured faculty member who has either:
 - (a) completed three or more years of service at Temple, or
 - (b) been issued a three-year contract at the time of first appointment to Temple, at least 12 months.
4. For tenured faculty, at least 12 months.
5. In each case, equivalent severance salary may be substituted providing it is mutually agreeable to Temple and the affected faculty member.
6. During the twelve (12) month notice period, a faculty member who has indicated a willingness to accept an alternative assignment as per Article 13, Section C, shall continue to be entitled to an alternative assignment if a workload becomes available during the twelve-month notice period. If a workload becomes available and is accepted, the letter of retrenchment shall be rescinded.

F. The order of retrenchment for faculty within a department or program of instruction shall be:

1. Part-time adjunct faculty.
2. Non-tenured faculty, with individual decisions based upon such important factors as affirmative action goals, academic excellence and years of service.
3. Tenured faculty provided that the faculty member with the least number of years of service to Temple University shall be released first.
 - (a) In the event of identical number of years, the faculty member with the fewest number of years since achieving tenure shall be released first.
 - (b) In the event of identical number of years since achieving tenure, the faculty member of lowest rank shall be released first.
 - (c) A tenured faculty member can be retrenched in an order other than by seniority only if Temple justifies (in writing) that he/she cannot perform work which is essential to the continuation of his/her department or program, while another tenured faculty member of lesser seniority (who would continue to be employed instead of the faculty member of greater seniority) can do this essential work.

Time spent on unpaid leave, prior to July 1, 1983 not connected with the receipt of an educational or research/creative award, shall not accrue as years of service under Section F.3(a), (b) and (c) above.

Time spent by tenured faculty on unpaid leave which commenced on or after July 1, 1983, and as approved by Temple on an annual basis, shall accrue as years of service under Article 13, Section F.3(a), (b) and (c).

4. Any faculty member retrenched may utilize the grievance and arbitration provisions of this Agreement.

ARTICLE 14 NONRENEWAL OF TENURE-TRACK AND NON-TENURE-TRACK FACULTY APPOINTMENTS

A. For full time tenure-track faculty who do not have tenure, written notice that employment is to be terminated shall be given as follows:

1. For a faculty member holding a first one year contract expiring at the end of the Spring academic period, not later than March 15; or if the one year appointment terminates at another time, at least three months in advance of its termination.
2. For a faculty member holding a second or third one year contract expiring at the end of the Spring academic period, not later than December 15; or if the second or third one year appointment terminates at another time, at least six months in advance of its termination.
3. For a faculty member who either has completed three or more years of service at Temple or has been issued a three year contract at the time of first appointment at Temple, at least twelve months in advance of the expiration of the appointment.

B. For full time untenured faculty in one of the classifications described in Article 15 of this Agreement, whose letters of appointment include a termination date, the appointment shall end at the termination date without further notice. If the letter of appointment does not contain a termination date, a faculty member shall be given written notice of non renewal at least three months prior to the expiration of his/her contract's term.

C. Temple shall have the option of substituting equivalent severance salary for the period of advance notice. In making this determination, Temple will take into consideration the faculty member's expressed preference.

ARTICLE 15 NON-TENURE TRACK FACULTY CLASSIFICATIONS

A. The University may create classifications of faculty who are not on the tenure track. These faculty members will be eligible for appointments for terms up to five (5) years. If these faculty members, at the discretion of the University, are given subsequent appointments, such subsequent appointments may be for any number of additional terms of up to five (5) years.

These classifications would be limited to appointment of persons who are not charged with the tripartite mission of teaching, research and service, but who specialize in one of the three missions and whose assignment is predominantly in one of the three missions.

1. Such classifications may include, but are not limited to:
 - (a) **Lecturer:** The lecturer appointment is intended for faculty members who will primarily, though not exclusively, engage in teaching and who may be expected to participate in the educational program of the department.

Lecturers' titles would include Lecturer and, for those with more experience in teaching, Senior Lecturer.
 - (b) **Research Faculty:** A research faculty appointment is intended for faculty members who will primarily, though not exclusively, engage in research and who may be expected to participate in the educational program of the department particularly as it relates to the training of students in research.

Research Faculty titles would include Research Assistant Professor, Research Associate Professor, and Research Professor.
 - (c) **Clinician Educators:** The Clinician Educator appointment is intended for faculty members having primary responsibilities in clinical service and teaching.

Clinician Educators' titles would include Clinical Instructor, Clinical Assistant Professor, Clinical Associate Professor, and Clinical Professor.
2. Searches for individuals to fill full-time non-tenure track faculty positions may involve departmental committees and may be conducted at the local, regional or national level. Affirmative Action Procedures as defined by the University shall be followed in each instance.
3. Non-tenure track faculty may be appointed by the Dean of a school or college, the Provost or the President.
4. Non-tenure track faculty may be appointed and reappointed for terms up to five (5) years without limit, but are not eligible for tenure.
5. At the time of initial appointment and at each reappointment, the responsibilities of the faculty member shall be clearly defined in writing by the appointing authority. The term of the appointment shall be clearly stated in the appointment letter.
6. The processes for appointment, reappointment and promotion at each academic level shall be discipline-specific and shall be determined by the Dean in consultation with Department Chairpersons, department committees and other appropriate collegial bodies. All faculty in the relevant departments and colleges

shall be given a written copy of the procedures once they have been approved by the Dean.

7. Non-tenure track faculty members on continuing appointments shall meet with the Dean or the Dean's designee annually to discuss the faculty member's responsibilities and performance in meeting those responsibilities. A written summary of the meeting shall be provided to the faculty member and filed in the individual's official personnel file.
8. These responsibilities shall be used as specific criteria by which to judge that faculty member's performance and eligibility for subsequent reappointment and merit pay.

ARTICLE 16 DEPARTMENT CHAIRPERSONS

A. TAUP and Temple recognize that the role of the Chairperson differs among academic units across the University and, in some cases, among departments within the same collegial unit.

B. The Dean may appoint Department Chairs after consultation with the tenured and tenure-track faculty. Department Chairs serve for initial terms of up to five (5) years and an additional term of up to five (5) years but at all times Department Chairs serve at the pleasure of the Dean. Except in unusual circumstances, Department Chairs may not serve for more than ten consecutive years.

C. An acting chair may be appointed while internal or external searches are taking place and/or at the end of such searches if no appointment is made. The Dean may appoint acting Department Chairs after consultation with the Departmental faculty for terms of up to two (2) years.

D. Searches for and Appointment of Department Chairs

1. When the Dean initiates the search for a department chair, an advisory committee shall be constituted with at least a majority being members of the departmental faculty. The department members shall be elected by the full-time faculty of the department.
2. The Dean may specify whether the search is limited to internal or external candidates or if both internal and external candidates are to be considered. If internal candidates are to be considered, all members of the department are eligible to apply.
3. The advisory committee shall review the credentials of all candidates and shall interview a reasonable number of candidates that the committee and the dean agree should be interviewed.

4. After interviewing the candidates, the committee shall give the dean a list of preferred candidates consisting of not fewer than two persons and preferably more. Usually the dean will then meet with the committee to hear the committee's views and to discuss further the preferred list of candidates.
5. The Dean may then appoint a department chair. If the dean does not intend to appoint one of the committee's preferred candidates, the dean shall meet with the committee to explain why he/she does not intend to make such an appointment and to hear the views of the committee members about the preferred candidates and any candidate the dean may propose to appoint.
6. During the time when a chair has not been regularly appointed, the dean may appoint an acting chair.

E. The University may, in its sole discretion, assign management rights and responsibilities to the Department Chairs which may include but are not limited to:

1. Class scheduling and faculty assignment
2. Review of faculty for tenure and promotion
3. Review of faculty for merit pay awards
4. Review of departmental budgets
5. Reporting for the Administration to the Faculty and for the Faculty to the Administration

F. Department Chairperson may be compensated for the extra duties of that office during the Fall and Spring Semesters by a reduction from the base teaching work load.

G. Compensation/Stipends of Department Chairpersons

1. A faculty member shall receive additional compensation in the form of a stipend for serving as a Chairperson.
2. Minimum stipends for a Chairperson during the Fall and Spring semesters shall be 5% of base salary for Chairpersons and shall be 10% of base salary for Chairpersons of departments consisting of more than 150 majors and 15 faculty members.
3. A Chairperson shall receive a minimum additional stipend of \$1500 per year if enrollment of a department exceeds 250 majors and a minimum additional stipend of \$1500 per year if full time faculty in a department are more than 25.
4. If a Chairperson is assigned a full workload over the summer, he/she may receive at the discretion of the Dean summer compensation not to exceed 2/9ths of his/her base salary.

ARTICLE 17
APPOINTMENT, PROMOTION AND TERMINATION OF SERVICE OF LIBRARIANS

A. Terms of Appointment

1. All full time librarians within the bargaining unit shall be appointed for such terms of office as shall be provided in this statement of policy, subject to the provisions contained herein with respect to the termination of their appointments. The terms and conditions of every appointment shall be stated in writing and shall be in the possession of both Temple and the librarian before the appointment becomes effective.
2. Librarians shall be appointed initially for a term to end on June 30th and may be reappointed for up to four (4) additional one (1) year terms followed by a two (2) year term and then by regular appointment.

- (a) A Committee defined by the Academic Assembly of Librarians will advise the Vice Provost for Libraries or other person who shall be designated as the chief administrator of the University Library on decisions to grant or not to grant reappointment during the first four (4) years.

Review by a peer committee established by the Academic Assembly of Librarians shall be the first step in considerations for contract renewal, regular appointment and promotion. This peer committee shall submit its recommendations and the reasons therefore, to the Vice Provost for Libraries and inform the individuals involved.

The Vice Provost for Libraries shall inform in writing the individuals and the committee of his/her decisions, and the reasons for them within ten days after receiving the recommendations of the committee.

The Vice Provost for Libraries' decision shall be made at least ninety (90) days prior to the expiration of any contract. The Vice Provost for Libraries' decision during the first four (4) probationary years is not subject to the grievance or arbitration provisions of this Agreement.

- (b) The probationary period shall consist of a series of terms amounting to six (6) full years, except in the case of Librarians appointed during the year in which case it shall be a series of terms not exceeding six and one-half (6 1/2) years. For the purposes of counting years in the probationary period, each full year shall begin on July 1 and terminate on June 30 of the following calendar year.
 - (i) In the event that a librarian will not be granted a regular appointment, a termination of contract notice must be provided in writing at least six (6) months prior to the expiration of his/her

sixth full year of service or he/she shall be granted a one (1) year terminal contract for his/her seventh year of service.

- (ii) A librarian initially hired at the L1 rank must be promoted to the L2 rank prior to the beginning of his/her seventh full year of service or he/she will receive a terminal one year contract (or a six months notice of termination).
 - (c) Librarians in service on the effective date of this Agreement may extend their probationary period by two (2) years upon written notice by July 1, 2005.
3. A librarian's base salary is for a work year which includes eight weeks scheduled off per year. Any librarian who works additional week(s) or day(s) shall receive additional compensation at the rate of 2.4% of the base salary per additional week worked. Time off will be assigned in one block of at least four weeks and the remainder to be taken at the employee's request with approval of the Department Head. On or before May 1 of a given year, the Vice Provost for Libraries shall inform each librarian of that librarian's four week block of scheduled time off for the following July 1 to June 30 period. Such assignments shall be made after consultation with the librarians as to their time off preferences. No librarian may be required to work for more than 11 months during any July 1 to June 30 time period. Any changes in the assigned periods of work shall be by mutual agreement between the librarian and the Vice Provost for Libraries, except that in the event of unforeseeable circumstances assignments may be changed by the Vice Provost for Libraries after consultation with the affected librarians.

B. Standards for Promotion and Completion of the Probationary Period

1. Criteria for promotion and completion of the probationary period shall include:
- (a) effectiveness of performance as a librarian.
 - (b) continuing professional growth as demonstrated by scholarly activities such as continuing education, participation in professional activities, contributions to the profession, and publication of reports, articles, or other works pertinent to university librarianship.
 - (c) effectiveness of service to the library and/or to Temple.
- More specific criteria for promotion to the various grade levels and for completion of the probationary period and the relative weighing of these criteria shall be recommended by the Academic Assembly of Librarians and concurred with by the Vice Provost for Libraries. Promotion to L4 is to be granted on the basis of exceptional achievement in the context of a major university library.
2. Librarians may always be considered for completion of the probationary period after shorter periods of service than those specified above. Under exceptional

circumstances, librarians with significant experience in a major university library may be granted a regular appointment upon initial employment.

C. Procedures

1. Consideration for promotion and/or completion of the probationary period may be initiated at the appropriate time by the librarian.
2. All evaluations for reappointment, promotion, and regular appointment shall be through the appropriate Committee of the Academic Assembly and the list of candidates shall be sent to the Vice Provost for Libraries.
3. The Committee shall submit its recommendations and reasons therefore, to the Vice Provost for Libraries and inform the individuals involved.
4. The Vice Provost for Libraries will inform in writing the individuals and the Committee of his/her recommendations and the reasons for them within ten (10) days after receiving the recommendations of the Committee.
5. The recommendations of the Vice Provost for Libraries, and all recommendations of the Committee, shall be forwarded immediately to the Provost or other designated University officer for final resolution. The decision of the Provost or the Provost's designee must be given in writing within thirty-five (35) days to the individual, the Vice Provost for Libraries, and the Committee of the Academic Assembly.
6. Librarians who have completed the probationary period shall maintain this status even if they have a physical or mental disability of up to six months' duration that prevents them from carrying out their responsibilities. With the appropriate medical certification, the librarian may return to his/her University responsibility with the status of having completed the probationary period. In addition, the librarian shall have recall rights to the same or an equivalent position, if available, for a further period of twelve (12) months.
7. Time spent on official leave from the University and approved by the University will not be included in the calculations of the various time periods stated above unless the librarian requests in writing to the Vice Provost for Libraries, and the Vice Provost for Libraries approves, that such leave time be included in the timing of decisions on completion of the probationary period.

D. Evaluation of Librarians

When formal evaluations are made, the evaluating supervisor shall discuss the evaluation with the librarian; it shall be signed by both individuals and placed in the librarian's personnel file. This signing shall not be deemed to constitute approval by the librarian. The librarian is entitled to attach any written comment or refutation the librarian deems appropriate to the evaluations.

E. Termination of Service by Temple

1. **Written notice that an appointment is to be terminated because of retrenchment or non-renewal of a term appointment shall be given to a librarian as follows:**
 - (a) **Three months for less than two years of service.**
 - (b) **Six months after two years of service.**

In each case, Temple shall have the option of substituting equivalent severance salary.

2. **Termination of service of a librarian who has completed the probationary period or an appointment before the end of its specified term may be made only for retirement, just cause, or retrenchment.**
3. **Retrenchment of librarians within the Paley budget system or within another budget unit included in the TAUP bargaining unit shall be made according to the following order:**
 - (a) **part time librarians,**
 - (b) **librarians on probationary appointment by inverse order of the date of hire within the library,**
 - (c) **librarians who have completed the probationary period by inverse order of date of hire within the library.**

In each of the above cases, it is recognized that the librarian possesses special skills, training, or education necessary for the continued operation of library programs and that librarians who have completed the probationary period may not be retrenched until after all part time librarians and librarians on the probationary period are retrenched.

4. **Temple shall make reasonable efforts to place retrenched librarians in other positions in the University.**
5. **Just cause means incompetence, grave misconduct, or neglect of duty.**
6. **A librarian who has completed the probationary period and who is terminated (except for retirement) or laid off shall be entitled to utilize the grievance and arbitration provisions of this Agreement.**

F. Recall

1. Following a lay off due to retrenchment, any librarian laid off due to retrenchment shall be recalled in inverse order of lay off provided the librarian has the present ability to perform the work available. Laid off employees shall have recall rights for a period equal to their length of service but in no event for more than two years.
2. Upon receipt of such an offer in writing, a librarian shall have one month to decide whether to accept the offer.

G. Terminology

Throughout this contract, the term Vice Provost for University Libraries shall refer to the administrator who is the designated head of the University Libraries or, if there is no such administrator, to the designated head of the Paley Library with respect to matters involving librarians in that Library and to the Dean of any School or College that shall employ a librarian.

**ARTICLE 18
APPOINTMENT, PROMOTION AND TERMINATION OF SERVICE OF
ACADEMIC PROFESSIONALS**

A. An academic professional is a full-time employee of the University whose work is necessary or adjunct to the teaching of students or to research functions of the University. The work shall:

1. Be predominantly intellectual and varied in character; and
2. Require consistent exercise of discretion and judgment; and
3. Require knowledge of an advanced nature customarily acquired by specialized study in an institution of higher learning or its equivalent; and
4. Be of such character that the output or result accomplished cannot be standardized in relation to a given period of time; or
5. Be original and creative in character in a recognized field of artistic endeavor and the result of which depends primarily on the invention, imagination, or talent of the employee.

B. Academic professionals include those positions in TAUP as of the date of the signing of this Agreement.

C. Terms of Employment

1. Each full-time academic professional and the TAUP shall receive, at the time of employment, a letter setting forth a brief general description of the academic

professional's duties, salary and any employment conditions particular to the individual academic professional.

2. The probationary period shall be one year.
 - (a) The academic professional or the TAUP may, within 30 days after receipt of a new or revised job description or salary, file a grievance if the academic professional or the TAUP asserts that:
 - (b) The salary, which shall be communicated not later than 60 days after receipt of the new job description, does not bear a fair relationship to the new duties
 - (c) That the stated duties do not qualify the individual as an academic professional
3. Any new or vacated position may be designated as a fiscal year or academic year position.

D. Periodic Evaluation of Academic Professionals

1. When formal evaluations are made, the evaluating supervisor shall discuss the evaluation with the academic professional. The evaluation shall be signed by both individuals and placed in the academic professional's personnel file. This signing shall not be deemed to constitute approval by the academic professional. The academic professional is entitled to attach any written comment or refutation the academic professional deems appropriate to the evaluations.

E. Termination of Service by Temple

1. Any academic professional who is terminated, except for just cause or retirement, shall be entitled to written notice or equivalent salary as follows:
 - (a) Two weeks if employed less than six months;
 - (b) Four weeks if employed more than six months but less than one year;
 - (c) Two months if employed more than one year but less than two years;
 - (d) Four months if employed more than two years but less than four years;
 - (e) Six months if employed four years or more
2. Academic professionals who have completed the probationary period shall be terminated only for retirement, just cause, or retrenchment.
 - (a) Just cause means incompetence, grave misconduct, or neglect of duty.

3. Termination of an academic professional during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.
4. An academic professional who has completed the probationary period and who is terminated (except for retirement) or laid off shall be entitled to utilize the grievance and arbitration provisions of this Agreement.
5. **Retrenchment of Academic Professionals**
 - (a) Retrenchment within a department or program shall be applied in the following order:
 - (i) Part-time employees who are functioning as academic professionals,
 - (ii) Academic professionals in the probationary period
 - (iii) Academic professionals who have completed the probationary period in reverse order of the date of hire within Temple provided that, in each case, the academic professionals remaining shall have the requisite qualifications or specialties to perform the work required.
 - (b) Temple shall make reasonable efforts to place retrenched academic professionals in other positions in the University.
6. **Recall following Retrenchment**
 - (a) Following a lay off due to retrenchment, any academic professional laid off due to retrenchment shall be recalled by the department or program in inverse order of lay off provided the academic professional has the present ability to perform the work available. Laid off employees shall have recall rights for a period equal to their length of service but in no event for more than two (2) years. Upon receipt of such an offer in writing, an academic professional shall have one (1) month to decide whether to accept the offer.
 - (b) The seniority and accumulated sick leave shall not be reduced for any academic professional who is recalled and takes another position within the bargaining unit.

F. Discipline

Discipline of an Academic Professional shall be for just cause. Just cause means incompetence, grave misconduct, or neglect of duty.

When a question of disciplining an Academic Professional arises, the following steps shall be followed:

1. An Academic Professional may be suspended immediately under extreme circumstances if there is a threat of immediate harm to himself/herself or others.
2. The Academic Professional shall be informed of the nature of the problem by the Dean or other administrator.
3. An attempt shall be made to resolve the issue through informal meetings with the supervisor or other pertinent university administrative personnel.
4. If the above procedure fails to resolve the problem satisfactorily, the Dean or other administrator shall form an ad hoc committee of at least two Academic Professionals and at least two bargaining unit members familiar with the area of expertise of the Academic Professional being considered for discipline.
5. The Dean shall charge the committee to investigate the allegations against the Academic Professional.
6. The ad hoc committee shall provide the Academic Professional reasonable time to respond to the allegations.
7. The ad hoc committee shall provide a report of its findings to the Dean within 45 days of receiving its charge with a copy to the Academic Professional.
8. The Academic Professional shall be allowed to provide a written rebuttal to the Dean.
9. The Dean shall have 30 days to render a decision concerning the imposition of discipline in the case.
10. The Academic Professional shall have the right to take the matter to grievance and arbitration.
11. Discipline of an academic professional during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 19 WORK LOAD

A. Faculty

1. The assigned work load for full time faculty shall be reasonable and fair and shall usually consist of a combination of teaching, research and creative activities, and service to Temple University. The assigned work load of a faculty member engaged only in teaching and minimal service to Temple is 12 semester credit hours per semester.

2. The teaching workload shall be appropriately reduced by the Dean for the following efforts: active involvement in research and/or publication or equivalent creative activity; advising of graduate thesis or dissertations and/or independent study; combinations of 4 and 3 credit-hour courses or unusual contact-credit hour burdens; service to Temple University; unusually demanding courses; and the performance of administrative duties.
3. Temple may substitute the teaching of non-credit courses or workshops and participation in externally funded Temple projects for an equivalent of credit courses taught by the faculty member.
4. Temple may give a full time faculty member a temporary alternative assignment, i.e., a teaching assignment for other than his/her home department, or an administrative or advising assignment. A temporary alternative assignment shall not affect the faculty member's membership, seniority, and tenure in his/her home, merged, reorganized or successor department.

In making temporary alternative assignments, the following principles shall be applied:

- (a) The proposed assignment shall be discussed by the Dean with the faculty member a reasonable time in advance of beginning the assignment.
 - (b) Every effort shall be made to maintain some portion of a faculty member's total work load in his/her home department.
 - (c) Before new faculty are appointed in a department, faculty members of that department on temporary alternative assignment elsewhere shall first be offered the opportunity to reassume teaching assignments within the department.
 - (d) In cases of disputes over temporary alternative assignments, the final decision with a college or school shall be made by the Dean and for inter-college/school disputes, the final decision shall be made by the Provost or other designated University officer, subject in each case to the terms and conditions of this agreement.
5. If Temple wishes to require faculty in a department to accept any two (2) of three (3) semesters as the basic academic year, the Dean of the College or School may initiate such a plan in that Department provided that:
 - (a) There is appropriate consultation between the Dean, the Department, and individual faculty members, and
 - (b) Notice of semesters in a given year assigned to a given faculty member shall be given to the faculty member not later than the preceding May 15.

- (c) In so far as some course are taught for extra compensation, consideration shall be given to the equitable distribution of such teaching among the faculty members of the Department, and, where appropriate, within the college or school.
 - (d) A faculty member may not be required to teach, without additional compensation, over the fall, spring, and summer semesters except as in A.6 below.
6. With the approval of Temple, an individual faculty member may substitute the summer semester for either a fall semester or a spring semester. With the approval of Temple, an individual faculty member may deploy himself/herself across the three semesters in a manner accepted him/her without additional compensation.
7. The University Calendar
- (a) A Year (September 1 – August 31) shall be divided into three (3) academic semesters:

Fall:	September 1 to December 31
Spring:	January 1 to May 31
Summer:	May 1 to August 31
 - (b) The regular University year shall be nine (9) months in length, including the fall and spring semesters. The fall semester shall begin one (1) week before the beginning of classes for the fall semester, and faculty shall be expected to be available during that week for advising of students, departmental and other meetings and such other duties as may be appropriate to the academic program. Temple shall each year establish the starting date of the fall semester at least one (1) year in advance of that date.
 - (c) Temple may, in its sole discretion, cancel classes at any of its campuses for reasons of weather or other natural or manmade emergency. Temple may, in its sole discretion, add one (1) day to the academic year for each such emergency day and reschedule classes or schedule make up classes to avoid loss of time or other academic activities.

B. Librarians and Academic Professionals

- 1. The average work week shall be 35 hours. The work load for librarians and academic professionals shall be fair, reasonable, and consistent with service and professional responsibilities to Temple.
- 2. Budget Unit Heads shall grant appropriate compensatory time off for hours scheduled and worked beyond the regular work week. Scheduling of compensatory time off shall not be unreasonably denied.

**ARTICLE 20
SALARIES**

A. Salary Minima

1. The following annual salary minima shall apply to all faculty:

Lecturers	\$40,000
Senior Lecturers	\$45,000
Clinical Assistant Professor	\$42,500
Clinical Associate Professor	\$47,500
Clinical Professor	\$57,500
Research Assistant Professor	\$42,500
Research Associate Professor	\$47,500
Research Professor	\$57,500
Assistant Professor	\$42,500
Associate Professor	\$47,500
Professor	\$57,500

2. The following salary minima shall apply to all librarians:

Grade L1	\$36,500
Grade L2	\$38,500
Grade L3	\$41,500
Grade L4	\$45,500

3. The following salary minima shall apply to all academic professionals:

Grade L7	\$19,772
Grade L8	\$21,333
Grade L9	\$23,020
Grade L10	\$24,889
Grade L11	\$26,906
Grade L12	\$29,084
Grade L13	\$31,458
Grade L14	\$34,002
Grade L15	\$36,688
Grade L16	\$39,597
Grade L17	\$42,108

B. Additional Increases for Promotion

Any faculty member or librarian who is promoted in rank or grade level effective any July 1, shall receive a promotional increase, effective the following January 1, of seven percent (7%) of the promoted individual's salary as of the preceding June 30.

In any year, the amount granted for promotions shall be reduced by the amount of the increase received the prior July 1 due to the application of salary minima.

C. Miscellaneous

1. Compensation for Summer or Other Third Academic Semester

(a) Summer or third academic semester teaching shall be paid at a minimum rate of \$1,550 for each semester hour taught. In its discretion, Temple or the Deans of specific schools/colleges may pay any faculty member at a higher rate to secure summer teaching.

(i) Effective 7/1/05, the minimum summer compensation or third academic semester rate shall be \$1,600 per semester hour.

(ii) Effective 7/1/06 the minimum summer compensation or third academic semester rate shall be \$1,650 per semester hour.

(iii) Effective 7/1/07 the minimum summer compensation or third academic semester rate shall be \$1,700 per semester hour.

(b) When utilizing faculty as summer advisors, Temple shall compensate the faculty member at .55% (fifty-five hundredths of one percent) of the annual salary for each day worked (based on the prior year annual salary as of June 30.)

(c) Compensation for Overload Teaching

Compensation for overload teaching by bargaining unit faculty during the academic year shall be as follows:

Instructor \$750 per semester hour

Lecturer, Clinical Assistant Professor, Research Assistant Professor and per semester hour Assistant Professor \$780 per semester hour

Sr. Lecturer, Clinical Associate Professor, Research Associate Professor, Associate Professor \$875 per semester hour

Clinical Professor, Research Professor and Professor \$950 per semester hour

(d) Nothing in this contract shall preclude Temple from making additional compensation awards to members of the bargaining unit when Temple deems such additional awards to be in the best interest of the University; and such additional awards shall not be subject to grievance or arbitration. Temple shall provide a minimum of \$100,000 in

additional increased compensation awards in each of the years ending June 30, 2005, June 30, 2006, and June 30, 2007.

2. **Outside Compensation for Non-Temple Work**
 - (a) During the academic year or their contract year, faculty members, with the prior approval of the Dean, may take on duties unconnected to their Temple employment for additional compensation provided that:
 - (i) The outside work does not exceed the equivalent of an average of one working day per week exclusive of weekends.
 - (ii) The outside work does not interfere with their assigned Temple responsibilities.
 - (iii) The extra responsibilities are compatible with the University's conflict of interest policy.

**ARTICLE 21
SALARY INCREASES FOR
FACULTY, LIBRARIANS, AND ACADEMIC PROFESSIONALS**

- A. **Faculty, Librarians, and Academic Professionals**
 1. Beginning on the effective date of this Agreement and on July 1, 2005; July 1, 2006; and July 1, 2007, each continuing member of the bargaining unit shall receive an increase that is made up of two components: (1) a base or "across-the-board component and (2) a merit component.
 2. Beginning July 1, 2004, Temple shall provide a salary increase pool calculated as a percentage of the total base compensation for all bargaining unit members on the salary payroll as of the prior June 30. Each group of bargaining unit members—faculty, librarians and academic professionals—shall have its salary increase pool calculated and applied separately to the group. The total amount of the salary increase pool for each year commencing July 1, 2004; July 1, 2005; July 1, 2006; and July 1, 2007 shall be 3.00%.
 3. The salary increase pool shall be allocated between an "across the board increase" and a "merit pool" in each of the four years, in accordance with the following schedule:

Year beginning	Across the Board	Merit Pool
July 1, 2004	2%	1%
July 1, 2005	2%	1%
July 1, 2006	2%	1%
July 1, 2007	2%	1%

4. Each July 1, each faculty member will receive the across-the-board increase to base salary.
5. The money allocated to the Merit Pool will be distributed on the basis of merit to bargaining unit members as described in paragraph B below.
6. Each member of the bargaining unit shall receive a bonus payment of 0.75% (three-quarters of one percent) of base salary as of June 30, 2004 on the earliest practical date after execution of this Agreement. Each member of the bargaining unit shall receive bonus payments of 0.75% of the previous June 30 salary on each of the following dates: July 1, 2005; July 1, 2006; and July 1, 2007. Bonus payments shall not be added to or be considered part of base compensation.

B. Faculty Merit Awards

1. All faculty members in the bargaining unit shall be eligible for consideration for merit awards. Merit awards shall be given for recognition of exceptional performance of the duties and responsibilities set forth in Article 11 of this agreement for promotion to the faculty member's rank. Specifically, merit awards shall be given principally for outstanding performance in teaching/instruction and in research/scholarship/creative activity. Outstanding performance in service to the University, in service to the profession/discipline and in discipline-based community service may also be considered in making merit awards.
2. The merit pool shall be divided into merit units. Each merit unit shall equal \$600 dollars. Any fraction of a merit unit remaining in the pool shall be rounded up.
3. Nominations for merit awards may be made by faculty members themselves or colleagues, Chairpersons, Deans or Temple.
 - (a) The commencement of the nominating process will be announced by Temple to all faculty members, Department Chairs, and Deans each year.
 - (b) Uniform written guidelines governing the process of nomination and criteria for recommending faculty for merit awards shall be distributed by Temple to all faculty, Department Chairs, and Deans.
 - (c) Each Dean shall consult with Department Chairpersons about the nomination of persons for merit salary increases.
 - (i) The Department Chair may consult with a departmental salary committee prior to making recommendations to the Dean regarding merit awards.
 - (ii) When the Department Chair decides who is being recommended for merit, the chair shall inform those faculty members who have been recommended for merit, the reason for the recommendation and numbers of merit units recommended.

- (d) The Dean shall also consult with a College or School-wide salary advisory committee consisting of no more than ten members who shall be selected in equal numbers as follows: (a) up to five members appointed by the Dean from among those persons who shall have recently served on the College or School Promotion Committee, College or School Tenure Committee and/or University Promotion and Tenure Advisory Committee and (b) an equal number elected by the College or School Assembly.
- (i) After consulting with the chairpersons and the College or School wide salary committee, the Dean shall prepare a list of his/her recommendations for merit awards, the reasons for which the faculty is being recommended and number of merit units recommended for each person. Each faculty member recommended for merit by the Dean shall be notified of the Dean's recommendation at the time it is forwarded to the Provost or other designated University officer. Faculty members who were recommended by the Department Chair, but not recommended by the Dean, shall receive a letter of notification.
- (ii) The list of faculty members proposed for merit awards and the amount of each merit award recommended shall be forwarded to the Provost or other designated University officer for review and final decision. Faculty who have been awarded merit awards shall be informed of the number of merit units and the reasons for which merit is being awarded by the Provost or other designated University officer no later than May 1st. TAUP shall be provided a list of faculty receiving merit awards no later than May 1st. Decisions on the award of merit pay awards by the Provost or other designated University officer shall not be subject to grievance or arbitration.

C. Librarians

1. All librarians in the bargaining unit shall be eligible for consideration for merit awards. Merit awards shall be given for recognition of exceptional performance of the duties and responsibilities set forth in Article 17 of this agreement. Specifically merit awards shall be given principally for (1) outstanding effectiveness of performance as a librarian; (2) significant continuing professional growth as demonstrated by scholarly activities such as continuing education, participation in professional activities, contributions to the profession, and publication of reports, articles or other works pertinent to university libraries and librarianship; and (3) effectiveness of service to the library and/or Temple.
2. The merit pool shall be divided into merit units. Each merit unit shall equal \$350 dollars. Any fraction of a merit unit remaining in the pool shall be rounded up.

3. Nominations for merit awards may be made by librarians themselves, or colleagues, supervisors or Temple.
 - (a) The commencement of the nominating process shall be announced by Temple to all librarians and their supervisors.
 - (b) Uniform written guidelines governing the process of nomination and criteria for recommending librarians for merit awards shall be distributed by Temple to all librarians and their supervisors each year.
 - (c) The Vice Provost or other designated head of the University Libraries shall also consult with a library-wide salary advisory committee consisting of no more than three (3) librarian members who shall be nominated by the Academic Assembly of Librarians and three (3) members who shall be appointed by the Vice Provost or other designated head of the University Libraries.
 - (d) After consulting with the supervisors and the library-wide salary committee, the Vice Provost for Libraries or other designated head of the University Libraries shall prepare a list of his/her recommendations for merit awards, the reasons for which they are recommended, and the number of merit units for which each person is recommended. Each librarian recommended for merit by the Vice Provost for Libraries or other designated head of the University Libraries shall be notified of the recommendation at the time it is forwarded to the Provost or other designated University officer. Librarians who are not recommended for merit shall receive a letter of notification.
4. The list of librarians proposed for merit awards and the amount of each merit award recommendation shall be forwarded to the Provost or other designated University officer for review and final decision. Librarians who have been awarded merit awards shall be informed of the number of merit units and the reasons for which merit is being awarded by the Provost or other designated University officer no later than May 1st. TAUP shall be provided a list of librarians receiving merit awards no later than May 1st. Decisions on the award of merit pay awards by the Provost or other designated University officer shall not be subject to grievance or arbitration.

D. Academic Professionals

1. All Academic Professionals in the bargaining unit shall be eligible for consideration for merit awards. Merit awards shall be given for recognition of exceptional performance of the duties and responsibilities set forth in Article 18 of this agreement. Specifically merit awards shall be given principally for (1) outstanding effectiveness of performance as an academic professional; (2) significant continuing professional growth as demonstrated by scholarly activities such as continuing education, participation in professional activities, contributions

to the profession, and publication of reports, articles or other works pertinent to employment as an academic professional; and (3) effectiveness of service to the College or School and/or Temple.

2. The merit pool shall be divided into merit units. Each merit unit shall equal \$350 dollars. Any fraction of a merit unit remaining in the pool shall be rounded up.
3. Nominations for merit awards may be made by academic professionals themselves or colleagues, department heads, Deans, or Directors or Temple.
 - (a) The commencement of the nominating process shall be announced by Temple to all academic professionals, and their department heads and/or supervisors.
 - (b) Uniform written guidelines governing the process of nomination and criteria for recommending academic professionals for merit awards shall be distributed by Temple to all academic professionals and their supervisors each year.
 - (c) The Dean, Director or other senior supervisor shall consult with the immediate supervisor about the nomination of persons for merit salary increases. After consulting with the supervisors, the Dean, Director or other senior supervisor shall prepare a list of his/her recommendations for merit awards, the reasons for which they are recommended, and the number of merit units for which each person is recommended. Each academic professional recommended for merit by the Dean or Director shall be notified of the recommendation at the time it is forwarded to the Provost or other designated University officer. Academic professionals who are not recommended for merit shall receive a letter of notification.
4. The list of academic professionals proposed for merit awards and the amount of each merit award recommendation shall be forwarded to the Provost or other designated University officer for review and final decision. Academic professionals who have been awarded merit awards shall be informed of the number of merit units and the reasons for which merit is being awarded by the Provost or other designated University officer no later than May 1st. TAUP shall be provided a list of academic professionals receiving merit awards no later than May 1st. Decisions on the award of merit pay awards by the Provost or other designated University officer shall not be subject to grievance or arbitration.

ARTICLE 22 BENEFITS

A. General

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

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.

1. Prescription coverage will be available to bargaining unit members participating in either Temple University Health Insurance Plans. This coverage will provide 80% of the cost of qualified prescription drugs at participating pharmacies.
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 will Meet and Discuss with the TAUP.
3. If a bargaining unit member experiences a qualifying event under COBRA, and elects to exercise their COBRA rights, he/she shall be required to pay Temple 2% of the premium costs to cover administrative expenses.

1. Shared Health Costs

2. Faculty

- (a) Subject to section b. below, each Faculty member shall pay the employee contributions of Health Care Premiums as follows:
 - i) Effective July 1, 2005, the employee contribution for medical and prescription benefits shall be changed to 21% of the premium for the Plan and coverage elected.
 - ii) Effective July 1, 2006, the employee contribution for medical and prescription benefits shall be changed to 22% of the premium for the Plan and coverage elected.
 - iii) Effective July 1, 2007, the employee contribution for medical and prescription benefits shall be changed to 23% of the premium for the Plan and coverage elected.
- (b) 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 \$72,000 for the period July 1 2005 to June 30, 2006; \$74,000 for the period July 1, 2006 through June 30, 2007; and \$76,000 for the period July 1, 2007 through June 30, 2008.

2. Librarians and Academic Professionals shall pay the employee contributions of Health Care Premiums as follows:
 - a) Effective July 1, 2005, the employee contribution for medical and prescription benefits shall be changed to 18% for single coverage and 16.5% for family coverage for the Plan elected.
 - b) Effective July 1, 2006, the employee contribution for medical and prescription benefits shall be changed to 19% for single coverage and 18% or family coverage for the Plan elected.
 - c) Effective July 1, 2007, the employee contribution for medical and prescription benefits shall be changed to 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.
4. Effective October 16, 2004, or as soon thereafter as administratively practical, employee co-pays for office visits shall increase to \$10.00.
5. If a bargaining unit member elects 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. Effective July 1, 2000 “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 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.
 - (a) In the event an eligible bargaining unit member elected D1. 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 will Meet and Discuss with the 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 a bargaining unit member elects coverage, they shall make contributions on a pre-tax basis.
6. Dental Clinic Program

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.

F. Medical Spending Account

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

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 pay.
 - (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 ("LTD") 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 of a faculty member whose 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.
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 illness 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

Bargaining unit members may purchase long term disability benefits. The long term disability benefit shall be 60 percent (60%) of the first \$4,000 of his/her monthly base salary and forty percent (40%) of the second \$4,000 of his/her monthly base salary, after six months of continuous disability. In no case shall the maximum monthly payments be more than \$4,000. Any bargaining unit member electing coverage shall contribute fifty percent of the cost of this coverage; while 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 1 ½ times, 2 times, or three times his/her current salary up to a maximum of \$300,000 (in addition 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.

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, and Academics 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 (TIAA-CREF 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.
- (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).
- (c) 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 Non-Tenure Track Faculty

- (a) All non-tenure 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. Non-Tenure Track Faculty

- (a) Eligibility and Enrollment – Effective July 1, 2005, eligible non-tenure track faculty members may elect to participate in a defined contribution plan. Non-tenure 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 non-tenure track faculty member may enroll in any June (for July 1 participation) or any December (for January 1

participation).

- (b) **Benefit** – An eligible faculty member who has elected to participate shall receive an employer match of up to one percent (1%) of base salary for a period of three (3) years. 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. However, service prior to July 1, 2005 shall not be counted toward vesting.

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.

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.

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 56 – 6 years paid in 1; each annual contribution increased to 6/1 of stated rates.

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. Faculty Transition to Retirement Plan

Faculty members currently enrolled in the "Faculty Transition to Retirement" shall be eligible for the transition arrangements and benefits specified in Article 20, Section M of the May 16, 2000 to October 15, 2004 Agreement between Temple University and TAUP.

Faculty members not currently enrolled in the Faculty Transition to Retirement Plan shall not be eligible to enroll after the effective date of this Agreement.¹

O. Liability Protection

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

Bargaining unit members and their dependents are eligible for tuition remission in accordance with the University's Tuition Remission Policy.

Q. Leave of Absence

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.

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.

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.

¹ Transition to Retirement Plan removed

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 their 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

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 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

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

T. Paid Leave for Academic Professionals and Librarians

An employee will 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 step child.

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, grand-child or child of a sibling.

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

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

U. Domestic Partners

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.

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

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

**ARTICLE 23
UNIVERSITY SUPPORTED RESEARCH**

A. Study Leaves

1. By the end of the term of this Agreement, Study Leaves shall be authorized annually for the tenured and tenure track faculty at the rate of one (1) per eight (8) faculty members or fraction thereof.
2. Study leaves are awarded based on the merit of proposals to develop significant scholarly/creative work, or to make significant innovations in teaching that will include systematic evaluation of the effectiveness of those innovations, or for both purposes. In awarding study leaves, Temple may take into account the applicant's recent performance in scholarship and, where the study leave proposes significant innovations in teaching, recent performance in teaching. The products resulting from previous study leaves and any reports on those study leaves may also be considered in evaluating applications for study leaves. Study leaves are awarded only for meritorious proposals, and there is no duty by Temple to award all study leaves if there are not a sufficient number of meritorious proposals.
3. Applications for study leaves shall be submitted to the Dean of each college who, after consulting the appropriate committee in the college, shall recommend to the Provost or other designated University officer only those study leaves that meet the criteria set forth above. The Collegial Assembly shall specify the appropriate committee to consult with the Dean.
4. The Provost or other designated University officer will consult with a University Study Leave Committee consisting of thirteen (13) members, which shall include the Vice President for Research, the Dean of the Graduate School, and the Vice

Provost for Faculty, as well as ten (10) faculty members, five (5) of whom shall be elected by the Faculty Senate and five (5) of whom shall be appointed by the Provost or other designated University officer, with consideration given to maintaining disciplinary breadth and diversity on the committee. No more than one faculty member per school or college can serve at one time. The committee shall recommend to the Provost or other designated University officer which study leaves shall be awarded. The Provost shall then award study leaves in his/her discretion.

5. A faculty member on the tenure-track, but not yet tenured, may apply for a study leave to be taken in the fourth or fifth year of full-time service at Temple. Temple shall endeavor to award study leaves to tenure-track faculty in at least the proportion that eligible tenure-track faculty are to the tenured and tenure track faculty group when the number of study leaves is calculated each year.
6. Temple shall endeavor to award all the study leaves that are available in each year, but it is not obligated to award study leaves that do not meet the criteria stated in paragraph 2.
7. A tenured or tenure track faculty member who receives a study leave shall not be eligible for another study leave until he/she has accrued six additional years of service at Temple, not including any unpaid or paid leaves.
8. Study leaves taken by tenure track faculty will not stop the tenure clock.
9. A faculty member on leave for a full year shall receive sixty-five (65) percent of annual salary for one year and all usual benefits. With the approval of the Dean, faculty members on a full-year study leave are permitted to earn from external sources an amount equivalent to thirty-five (35) percent of their annual University salary. Faculty are not permitted to earn more than one-hundred (100) percent of their annual University salary while on full-year study leave.
10. A faculty member on leave for one semester shall receive full salary and all usual benefits. With the prior approval of the Dean, a faculty member on one semester study leave shall be permitted to spend one day per calendar week engaged in external consultation. Such consultation shall be conducted in accordance with the outside compensation provisions of this Agreement.
11. Faculty not on the tenure track, who have completed ten (10) consecutive years of full time service at Temple, shall be eligible to be considered for a study leave. In each year, the number of study leaves made available shall be equal to ten (10%) percent of the eligible faculty members not on the tenure track. No faculty member in this category shall be eligible for an additional study leave until he/she has completed ten additional years of full-time service.
12. Study leaves shall be awarded to non-tenure track faculty through the same process and based on the same criteria as for tenured and tenure track faculty.

13. The percentage of salary for study leaves to non-tenure track faculty shall be the same as for semester study leaves and for academic year study leaves for tenured and tenure track faculty. Study leaves will include all usual benefits for non-tenure track faculty.
14. No study leave from the pool available to tenured and tenure track faculty shall be awarded to persons not on the tenure track, and no study leave from the pool available to non-tenure track faculty shall be awarded to a tenured or tenure track faculty member.
15. Individuals whose applications for study leave are not accepted shall be permitted to apply for \$2,000 summer grants to develop their applications. The award of summer grants shall be made by the provost, after consultation with the study leave advisory committee about grant award criteria and individual applications, and shall be based on the potential and promise of the initial study leave proposal with reasonable revisions, to be competitive for the award of a future study leave. The University shall provide up to \$50,000 annually to support this work.
16. Any faculty member on study leave may supplement the compensation received from Temple from fellowships or grants held through Temple that support the project or activities set forth in the faculty member's study leave proposal, but any such compensation shall conform to the regulations of the fellowship or granting agency and shall not in combination with the compensation from the study leave, exceed the regular Temple salary and benefits of the faculty member. Except as provided in the preceding provisions, a faculty member may not, without approval of the Provost or other designated officer, engage in activities that produce earned income, either from services rendered or otherwise, while on study leave from Temple. The Provost or other designated officer shall issue guidelines setting forth the circumstances under which a faculty member will be permitted to receive such earned income while on study leave. As a general principle, the faculty member is expected while on study leave to devote his/her full time and effort to carrying out the project described in his/her study leave proposal.

B. Summer Research Awards

1. There shall be 35 faculty awards annually.
 - (a) Each award shall carry a \$4,500 stipend.
2. The selection process shall remain unchanged.

**ARTICLE 24
PERSONNEL FILES**

- A. Temple shall maintain one official personnel file for each of its bargaining unit members.
- B. The personnel file shall include but not be limited to:

1. Personal data similar to that on the University Employee Data Form. Records related to employment status, benefits, and payroll will be maintained by Temple as needed;
2. Documentation of the existence and availability of information related to the employee's academic and professional accomplishments submitted by the individual and placed in the file with the approval of the Dean or appropriate administrator. Such approval shall not be unreasonably withheld;
3. Records generated by Temple relevant to employment history and personnel decisions affecting the individual's compensation and/or employment status;
4. Memoranda of discussions, if they exist, between the employee and his/her Department Chairperson or supervisor relating to evaluations of the employee's professional performance signed by both;
5. Observation reports of the employee's professional performance signed by the observer and the employee;
6. Written material concerning appointment, reappointment, promotion, tenure, completion of the probationary period, and merit increases.

C. Anonymous material and material irrelevant to the professional progress of the individual and material known to be false shall not be included.

D. Material deemed to be derogatory toward an individual's professional conduct, service, or character shall not be placed in the personnel file without being shown to the individual involved.

E. Material placed in the official file will be date stamped, i.e., the date on which it is entered in the file.

F. Copies of memoranda of transmittal on promotion and tenure shall be included in the official personnel file.

G. Within five days of receipt of written request to the responsible individual, the employee shall have access to the file with the exclusion of pre-employment material. Such access shall be only in the presence of someone in authority in the office but the employee may invite one other bargaining unit member to accompany him/her. The text of peer evaluations will be available to the employee, minus identification of the individual who wrote the evaluation.

H. If a bargaining unit member alleges that some of the contents in his/her file are false, he/she may place a brief statement to that effect in the personnel file.

I. The file shall, upon request, be open to duly authorized personnel who are charged with responsibility in the areas of evaluation, promotion, tenure, probation, reappointment, or the processing of grievances.

J. In the event that a file is subpoenaed in accordance with the law, notice shall be sent to the bargaining unit member before examination of the file takes place.

ARTICLE 25 SAFETY AND HEALTH

A. Temple agrees to continue to make reasonable provisions for the safety and health of bargaining unit members in pursuit of their University recognized professional responsibilities. Temple and TAUP agree to meet and discuss regularly concerning safety and security issues.

B. All bargaining unit members have a responsibility to comply with existing health and safety standards, procedures and regulations; to attend training sessions on safety and health-related matters required by applicable laws or Temple policy; and to ensure that the employees and/or students they supervise demonstrate safe work practices and have received appropriate safety training. In addition, all bargaining unit members have a responsibility to refrain from actions that will damage or destroy Temple property or endanger the health, safety and welfare of other persons, or that would expose Temple to legal risk.

ARTICLE 26 MAINTENANCE OF STANDARDS

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

B. The current practices with respect to University patent policy shall not be altered during the term of this Agreement without the approval of both the Faculty Senate and Temple.

ARTICLE 27 MEET AND DISCUSS CONFERENCE

A. Representatives of Temple and representatives of the TAUP shall confer at least once each semester to consider problems concerning this Agreement and other matters of mutual concern. The parties shall agree upon a date for such conference which shall be mutually convenient and each party shall, within at least ten days of such date, submit to the other party a list of topics to be included on the agenda of the conference. Memoranda of Agreement may be signed at these conferences to interpret, implement, or make minor modifications in this Agreement.

**ARTICLE 28
AGREEMENT CONSTRUCTION**

A. The Article or paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

**ARTICLE 29
SAVINGS CLAUSE**

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

B. If, at anytime thereafter, a provision once declared invalid shall be valid, then the provision as originally embodied in this Agreement shall be restored in full force and effect.

**ARTICLE 30
DURATION OF AGREEMENT**

A. This Agreement shall be effective as of March 4, 2005 and shall continue in full force and effect up to and including October 15, 2008. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least 90 days prior to the expiration of this Agreement.

Side Letters

1. Health Insurance – Reaffirm with language change:
Non-tenure track faculty eligible for health insurance shall have the plan and coverage level elected continue through August 31, provided that their employment is not explicitly terminated prior to that date.
2. Distance Education – Not Applicable
3. Intellectual Property – Reaffirm and extend date to one year after ratification
4. Compensation for Department Chair – Not Applicable
5. Position Description Review – Not Applicable
6. Domestic Partners – Not Applicable
7. Article 17 – Not Applicable

8. Union Business – Reaffirm
9. Study Leaves – Not Applicable
10. Office Space - Reaffirm
11. Matching Offer - Not Applicable

12. Long Term Disability - Reaffirm with language change:
TAUP and Temple agree that for the purposes of Article 12, Section B, just cause shall include disabilities which prevent satisfactory performance of service with or without accommodation and result in the faculty member being on unpaid long term disability (inactive pay status) of over one year's duration. The position (or an equivalent one in the department) of a tenured faculty member who is terminated for adequate cause under this provision shall not be filled for the period of eighteen months following termination unless the released faculty member has been offered re-employment in a tenured position (with at least previous rank and salary) and at least one month with which to accept or decline, provided that the faculty member can satisfactorily perform the work required.

This memorandum remains in force and provides that a tenured faculty member who goes onto long-term disability in excess of one year's duration can be terminated after an additional period of eighteen (18) months. Therefore, tenured faculty members cannot lose their right to return to their position until they have been out on sick leave and disability for a total of thirty-six (36) months. At that point, they have lost all return rights.

13. Timetable for Receipt of Information - Information shall be provided in electronic form (Excel Worksheet) as well as on paper when more than 10 members are affected.

[Specific Information And Dates To Be Agreed Upon With Debbie Hartnett]

Deadline for TAUP Notification	Reason for Change	Information Needed	Date Change Effective
11/01 of fall semester	Promotion/Tenure	Names, Title Changes, New Salary	1/1/0*
	Study Leave Spring Semester	Names; new salary	1/1/0*
	Year-long study leave Starting 1/1/0*	Names; new salary	1/1/0*
	Phase-out retirement Starting Spring Semester (1/1/0*)	Names; new salary; Period elected	1/1/0*
	Retirement starting Spring Semester (1/1/0*-6/30/0*)	Names; addresses; End dates	1/1/0*-6/30/0*
5/1 of spring semester	Merit	Names, number of merit units and their categories	6/1/0* (Retroactive to 1/1/0*)
	Salary Minima	Names; new salary	7/1/0*
	Study Leave Fall Semester (7/1/0*-12/31/0*)	Names; new salary	7/1/0* or 9/1/0*
	Year-long study leave (7/30/0*-6/30/0*)	Names; new salary	7/1/0* or 9/1/0*
Semester	Phase-out retirement Starting Fall Semester (7/1/0*)	Names; new salary; Period elected	7/1/0* or 9/1/0*
	Retirement starting Fall Semester (7/1/0*-12/31/0*)	Names; addresses; End dates	7/1/0*-12/31/0*
Within 30 days of change	Promotion (AP or Librarian)	Name, title change; New salary	Variable
	Leave W/O Pay	Name; dates effective	Variable
	Retirement (AP or Librarians)	Names; addresses; End dates	Variable
	New employee	Same info as CBU printout	Variable
	Transfer within TU	Name, all changes	Variable
	No longer at TU	End date	Variable
Within 10 Days of Change	Additional Increase	Name; new salary	Variable
11/01 of fall semester	Update of CBU Printout	By college and dept; name and social security number, gender, TU zip, TU email, TU phone, DOB, DOH, appt. date, current status, tenure date, rank, annual salary, race, mode of payment, home address and phone	

14. **Joint Statement of Commitment to Tenure and the Tenure Track:** TAUP and Temple express their joint commitment to tenure and the need to have a sizeable complement of tenured and tenure-track faculty in a high-quality research university. Agreement that Temple will provide TAUP with a report on current faculty searches, including their number, distribution among departments and colleges and distribution by faculty classification, the number of successful searches completed in the past year compared to the number of searches conducted, the number of retirements and resignations among the faculty during the year, the number of non-tenure-track faculty each year in each classification, and the number of part-time/adjunct faculty teaching in colleges and schools in the bargaining unit.

15. **Tenure and Promotion Guidelines:** Temple asserts its right to issue guidelines for tenure and promotion at the University level and at the College/School level. TAUP acknowledges Temple's right to do so; such acknowledgment does not imply endorsement.

16. **Non-Waiver of Positions on Grievance/Arbitration of Denial of Promotion:** By making or withdrawing proposals during the course of negotiations, neither Temple nor TAUP has waived its position on whether denials of promotion are subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

17. **Part-Time Faculty:** In signing this Collective Bargaining Agreement, Temple maintains that it does not waive its right to challenge TAUP's legal right to bargain with Temple over the terms and conditions of employment for employees outside its bargaining unit, specifically part-time faculty. TAUP agrees that Temple has not waived the legal right cited above but does not agree on the merits of the challenge.