

**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

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

2. Prescription coverage shall be available to bargaining unit members participating in either Temple University Health Insurance Plans. This coverage will provide 80% of the cost of qualified prescription drugs at participating pharmacies.

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

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

C. Shared Health Costs

1. Faculty

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

(i) 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% for 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 bargaining unit members elect coverage, they shall make contributions on a pre-tax basis.

D. Post-Retirement Health Benefits – FAS 106

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

2. Eligible bargaining unit members hired prior to July 1, 2000 who are not currently enrolled in the Post Retirement Benefit Pre-Funding Plan shall be eligible to enroll in the Plan for retiree medical and prescription drug benefits.

3. Bargaining unit members hired after June 30, 2000 shall not be eligible for the Post Retirement Benefit Pre-Funding Plan.

4. 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 he or she is married at time of retirement) shall be provided with three (3) years of health insurance coverage as provided under the current Post Retirement Benefit Plan free (i.e. no pre-funding is required). After 3 years from the date of retirement, health insurance coverage for the bargaining unit member (and spouse, if applicable) shall end.

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 shall Meet and Discuss with TAUP.

3. The annual maximum under the current dental program is \$2,000.

4. The lifetime orthodontia maximum under the current dental program is \$2,500.

5. Full-time bargaining unit members shall pay the employee contributions at the same percentage rate as the employee contributions for Health Care Premiums under Section C. above. If bargaining unit members elect coverage, they shall make contributions on a pre-tax basis.

6. Dental Clinic Program

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/Dependent Care Spending Account

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

G. Sick Leave Policy

1. Faculty

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

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

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

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

2. Academic Professionals and Librarians

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

b) There will be no cap on the number of sick days earned and accrued. In no event, however, will the use of paid sick days coincide with periods of short or long-term disability 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 a faculty member's appointment has ended, Temple shall not continue to fund benefits beyond the expiration of the employment contract. In the event that the faculty member applies for LTD and is approved, benefits will be reinstated coincident with the LTD effective date.

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

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

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

H. Family and Medical Leave

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

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

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

J. Long Term Disability

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

K. Life Insurance

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

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

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

L. Pension

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

a) Each bargaining unit member shall be eligible upon initial hire or during any June (effective July 1) or any December (effective January 1) to participate in a Defined Contribution Plan (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). 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 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.

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

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

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.

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

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

Q. Leave of Absence

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

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

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

R. Vision Care

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

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

S. Vacation Policy for Academic Professionals

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

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

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

T. Paid Leave for Academic Professionals and Librarians

An employee shall be granted up to four (4) days (including day after burial) funeral leave with pay for absence necessary to attend the funeral of a member of the employee's immediate family. The following are considered members of an immediate family: spouse, father, mother, child, sister, and brother and dependent stepchild.

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 of 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.