

## MEMORANDUM OF UNDERSTANDING

This is to confirm the agreement reached between Temple University and Temple Law Professors Collective Bargaining Association, effective July 1, 2019. Such agreement supersedes all prior agreements, memos and Memoranda of Understanding.

The expiration of this agreement shall be June 30, 2023.

The agreement provides for the following:

### WAGES

1. For each of the 4 years, a pool of salary increase money equivalent to 2.85% of payroll as of June 30 of each previous fiscal year, of all faculty in the bargaining unit who are continuing their positions into the next fiscal year, to be distributed effective July 1 of each year on the basis of performance at the sole discretion of the Dean.
2. For each of the 4 years, the Dean may establish an additional pool of salary increase money up to 0.625% of the payroll as of June 30 of each previous fiscal year, of all faculty in the bargaining unit who are continuing their positions into the next fiscal year, to be distributed effective July 1 of each year on the basis of performance at the sole discretion of the Dean.
3. Faculty will continue to receive an 8% increase for a promotion to be included in their base pay the following July 1.

### BENEFITS

4. Effective July 1, 2016, the Health and Prescription contribution level for Single will be 25%; Law Faculty +1 will be 26%; Family will be 27%. Employees who earn less than \$76,000 will have a Health and Prescription contribution level for Single 22%; 23% for Employee+1; and 24% for Family.
5. Effective July 1, 2016, there shall be a deductible of \$250 per fiscal year for Single coverage and \$500 per year for Law Faculty/Employee +1 and Family for services such as lab tests, x-rays, imaging and outpatient surgery.
6. Bargaining unit employees who enroll in Temple University administered plans and on a fiscal year basis receive a biometric screening, complete a wellness profile, set a goal using the Personal Health Assistant and achieves the maximum number of points through Temple Wellness Program shall receive a discount on Health and Prescription contributions of \$25 per month in the following fiscal year.
7. Bargaining unit employees shall pay a \$20 co-pay for primary physician office visits and a \$30 co-pay for specialist visits. Co-pays waived at Temple Facilities.
8. Effective January 1, 2016, bargaining unit employees shall pay a \$50 co-pay for Urgent Care. Co-pay waived at Temple facilities.

9. Effective January 1, 2016, bargaining unit employees shall pay a \$100 co-pay for Emergency Room Care. Co-pay waived if admitted.
10. Effective January 1, 2016, bargaining unit employees shall pay \$100 per day for hospital stay, \$300 max. Co-pay waived at Temple Hospitals.
11. Bargaining unit employees shall pay, subject to the provider appeal process, the difference in cost between the generic and brand drug plus their co-pay if the health care provider or the bargaining unit employee requests or requires a brand drug when a generic substitution is available.
12. Bargaining unit employees hired prior to July 1, 2015 shall be entitled to tuition remission for themselves and their dependent children in accordance with University policy. Bargaining unit employees hired on or after July 1, 2015 shall be entitled to tuition remission for themselves. Bargaining unit employees shall be entitled to tuition remission for their dependent children as follows:

During year one of service	50% undergraduate tuition remission
During year two of service	75% undergraduate tuition remission
Beginning the first semester following completion of 3 years of service	100% undergraduate tuition remission
13. Eligible bargaining unit employees who enroll in the Post Retirement Pre-funding plan on or after July 1, 2015 shall contribute at a rate of 30% for employee coverage and 70% for spousal coverage.
14. All other benefits currently provided to the bargaining unit will remain unchanged.
15. The University will meet with representatives from the bargaining unit to discuss recommendations for change in benefit plans or premiums as well as the addition of any proposed new health care plan.

#### **TENURE AND PROMOTION**

16. The Law Faculty shall follow the tenure and promotion process delineated in Article 11 of the 2014-2018 TAUP agreement, except:
  - a. All uncontested tenure and promotion cases shall be considered by the Council of Deans, and not a University T&P Committee. If the Professional School Faculty, i.e. Medical, Dental and Podiatry, has its uncontested tenure and promotion cases considered by the University T&P Committee, the Law Faculty will do the same.
  - b. All references to Department Chair, Department, or Department Committee shall not be applicable to the tenure and promotion of Law Faculty.

- c. The Law School may permit individuals who are being considered for promotion to participate in deliberations regarding promotions of a lower rank in the year in which their candidacy is being considered.
- d. The Law School may permit all faculty members to participate in the selection of the members of the Tenure and Promotion committee.

**DISCIPLINE**

- 17. The Law Faculty shall follow the discipline process delineated in Article 12 of the 2014-2018 TAUP agreement, except a TLPCBA representative shall be used instead of a TAUP representative.

**OTHER**

- 18. Non-Tenure-track Classifications – At the request of the Dean and approval by the Provost, appropriate classifications for non-tenure track law faculty will be created.
- 19. Librarian Wages – Librarians will be entitled to pay increases in accordance with the terms of the librarians in the TAUP agreement.
- 20. Bibliographic Assistants Wages – Bibliographic Assistants will be entitled to receive pay increases in accordance with the terms of the 1199C Guild Collective Bargaining Agreement.

**If this is your understanding, please sign below:**

**For Temple Law Professors:**

**For Temple University:**

[Signature] 8/29/2019

[Signature] 8/29/19

[Signature] 8/29/19

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