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*Agreement between*

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## Local 34 UNITE HERE & Yale University

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*2017 | New Haven, Connecticut*

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AGREEMENT

BETWEEN

YALE UNIVERSITY

&

LOCAL 34, FUE, UNITE HERE

2017 | NEW HAVEN, CONNECTICUT

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## **Agreement**

*This Agreement is entered into as of this 21st day of January, 2017 by and between YALE UNIVERSITY (“the University”) and LOCAL 34, FEDERATION OF UNIVERSITY EMPLOYEES, AFL-CIO (“the Union”).*

### **ARTICLE I**

#### **Recognition**

1. Pursuant to the Certification of Representative issued by the National Labor Relations Board in NLRB Case No. 39-RC-408 and the legal obligation resulting from that Certification, the University recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of the employees in the following unit:

All full-time Clerical and Technical employees, and regularly scheduled part-time Clerical and Technical employees who work twenty (20) hours or more per week, employed by the University at its facilities in the Greater New Haven, Connecticut area, including those Clerical and Technical employees located at the Veterans Administration Hospital in West Haven, Connecticut; the Athletic Department in West Haven, Connecticut, and Derby, Connecticut; the Medical School’s animal farm in Woodbridge, Connecticut; the Peabody Museum in Guilford, Connecticut; the Walpole Library in Farmington, Connecticut; the Forestry School in Union, Connecticut, the Department of Epidemiology and Public Health; and the Yale University Press; but excluding all other part-time employees; temporary employees as defined in the University’s Personnel Policies and Practices Manual; casual employees; employees of agency accounts; employees who are Yale undergraduate students; employees who work at the University’s locations outside the State of Connecticut; Managerial and Professional employees; faculty members; employees who are represented by Local 35, Federation of University Employees; confidential employees; and guards,

other professional employees and Supervisors as defined in the Act.

2. When the term “Staff Member” is used in this Agreement, it means a University employee who is employed in the bargaining unit described above.
3. This Agreement has no application to any University employee who is not a member of the bargaining unit described above.
4. When the term “(number) days” is used in this Agreement, it means calendar days.
5. When the term “full-time Staff Member” or “full-time position” is used for determining eligibility for any benefits provided pursuant to this Agreement, it shall mean a Staff Member who is regularly scheduled to work thirty-five (35) hours or more per week on a continuing basis for at least nine (9) months per fiscal year.

## ARTICLE II

### **Union Affairs**

1. All continuing Staff Members, and new Staff Members within ninety (90) days after their date of hire to a bargaining unit position, shall become and/or remain members of the Union in good standing to the extent of paying either the uniformly required initiation fees and dues, or an agency fee in an amount, as allowed by law, representing that portion of the uniformly required initiation fees and dues expended by the Union for representational activities, as a condition of employment for the duration of this Agreement.
2. (a) The University will deduct the initiation fees and dues or agency fees payable to the Union from the wages of each Staff Member who authorizes the University, by a signed authorized form consistent with applicable law, to make such deductions. The University shall remit monthly to the Secretary-Treasurer of the Union a check for the

amounts so deducted, accompanied by a listing of the names of Staff Members for whom deductions have been made and the amounts deducted for each.

- (b) The Union shall indemnify the University and hold it harmless for any amounts which it is compelled to pay as a result of a claim that an amount was improperly paid to the Union except in the case of an error due to negligence on the part of the University.
- 3. The Union's designated staff representatives, specifically the Union's full-time staff as designated in writing by the Union, shall have reasonable access to the University's campus to confer with Staff Members during working hours when such a conference is necessary for the Union to administer this Agreement. Such conferences shall be conducted at a time and in a manner such that the Staff Member can complete the Staff Member's necessary work on the work day involved. Arrangements for such conferences shall be made by the Union's staff representative with the person designated by the University to receive such requests for the work area involved. The Union will advise the University in writing of the names of its staff representatives, and the University will advise the Union in writing of the representatives designated by the University to receive requests for conferences with Staff Members working in the various work areas.
- 4. The University will permit the reasonable use by the Union of University bulletin boards, subject to the rules and regulations applicable to the use of any given bulletin board.
- 5. (a) The Union may select from Staff Members, and the University will recognize, Union Stewards as follows:
  - (i) Each office, laboratory, or other work unit may have a Steward;
  - (ii) Each department may have a Department Steward;
  - (iii) Three (3) Chief Stewards.

- (b) The Union shall advise the University in writing of the names of the Union Stewards and the groups of Staff Members to be represented by each Steward.
- (c) No Union Steward shall engage in activities on behalf of the Union during the Steward's working time or interfere with the working time of any Staff Member except as authorized by this Agreement.
- (d) The University shall grant each Chief Steward a special leave of absence for the duration of his or her term of office in that position. The Chief Stewards shall devote full-time to Union business, and shall be paid as full-time employees at their regular salary and benefits, with one-half (1/2) the salary to be reimbursed to the University by the Union. Upon providing the University with written notification of his or her intent to return to work at Yale, the Staff Member will be given the benefits of Article XVII (Job Security), Section (2)(b)(i), (ii), and (iii). A Staff Member on special leave of absence as described in this provision shall continue to accumulate seniority during the period he or she is on such leave.

6. Staff Members may make reasonable use of Campus Mail to communicate between and among themselves regarding grievances and other matters directly relating to the administration of this Agreement and for communicating with University administrators regarding grievances and other matters directly related to administration of this Agreement. This provision shall not permit the use of Campus Mail for Union communications to the bargaining unit as a whole or to any non-bargaining groups without the specific permission of the University.

7. (a) Upon request by the Union to the Director of Labor Relations or his or her designee, the University will excuse Staff Members from work without pay, in reasonable numbers and for reasonable periods, for Union business which is not inconsistent with this Agreement, such as Union conferences, training programs, and similar activities. The University will give reasonable consideration

to any such proposed absence, provided, however, the University is not required to excuse any Staff Member if excusing the Staff Member would unreasonably interfere with performance of required work.

- (b) There shall be a release pool of 1500 hours per calendar year for Staff Members to be released from work for communication with union members, problem-solving, and grievance investigation. The Union will make release requests to the Director of Labor Relations or his or her designee at least three (3) work days in advance of the date of the Staff Member's release.
8. The Union may make reasonable use of University facilities for meetings, subject to the rules, regulations, and charges applicable to University-recognized organizations.
9. A special leave of absence shall be granted to any seven (7) Staff Members for a period of up to five (5) years, or renewed for up to five (5) years from the effective date of this Agreement in the case of such leave which began during the preceding agreement, to Staff Members elected or hired by the Union to full-time positions. The Union shall advise the University in writing of the names and terms of office of Staff Members when requesting such special leaves. The provisions of Article XXXV (Leaves of Absence) shall not apply to such leaves. A Staff Member on a leave of absence pursuant to this section will receive those benefits factored into the fringe rate for which he or she is eligible and the Union will reimburse the University for the full salary and fringe cost. Upon providing the University written notification of his or her intent to return to work at Yale, the Staff Member will be given the benefits of Article XVII (Job Security), Section 2(b)(i), (ii), and (iii). A Staff Member on a leave of absence as described in this provision shall continue to accumulate seniority during the period he or she is on leave.
10. Local 34 may request an internship leave of absence on behalf of a non-probationary Staff Member up to a one-year (1) maximum per Staff Member. Requests for leaves pursuant to this section, including requests for extensions, will be in writing

and will be submitted to the University's Director of Labor Relations or his or her designee. Requests for leaves pursuant to this section, including requests for extensions, will be evaluated based on the operational needs of the University or department. A Staff Member granted a leave pursuant to this section will receive those benefits factored into the fringe rate for which he or she is eligible and the Union will reimburse the University for the full salary and fringe cost. A Staff Member on an unpaid internship leave of absence will continue to accumulate seniority and will continue to accrue service under the Yale Staff Retirement Plan during the period he or she is on leave.

Upon return from an internship leave of absence where the work unit has agreed to hold the Staff Member's position available for the duration of the Staff Member's leave, the Staff Member shall be returned to the position held by the Staff Member prior to the leave, if that position still exists. Upon return from an internship leave of absence where the Staff Member's position no longer exists, or, when a Staff Member notifies the University in writing that in either of the above circumstances he or she is ready to begin applying for a position to return to when the leave expires, the Staff Member will be considered laid off and will have the rights provided pursuant to Paragraph 2(b) of Article XVII (Job Security) of this Agreement.

11. The University agrees to notify the Union of the dates and times of the centralized orientation sessions conducted by the Department of Human Resources. The Union may set up a table of an appropriate size outside of the orientation room, to be staffed by one (1) Union representative, for the purpose of disseminating information to bargaining unit members relating to Union membership, Union activities, contract administration, and related matters. Such information shall not constitute political endorsements or be defamatory in nature.
12. (a) During calendar year 2017, the University shall grant a cumulative total of 1,000 hours of release time to Union Staff Members (Stewards/Organizers) for the

sole purpose of meeting with employees represented by Local 34 to discuss healthcare benefits and the Health Expectations Program. Thereafter, the University will grant 500 hours for each remaining calendar year of the 2017 collective bargaining agreement. The Union will work to schedule meetings pursuant to this provision in a manner that is least disruptive to operations. Release time pursuant to this provision will not be used for any other purpose.

- (b) Union members of the Health Benefits Enhancement Team, the Central/Science Campus Committee and the Clinical Union-Management Committee will be given release time consistent with Article XLIV (Best Practices, Labor-Management Cooperation), Section 5 to attend meetings and perform activities related to their participation on such team/committee(s).
13. During the term of this Agreement, Yale shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of voluntary contributions deducted for each payroll period or other designated period worked from the wages of those Staff Members who voluntarily authorize such contributions at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the thirtieth (30th) day of the following month, and shall be accompanied by a list setting forth as to each contributing Staff Member his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The University shall send these transmittals and this list to: UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, 16th floor, New York, NY 10001, Attention: Treasurer. The PAC voluntary authorization is revocable at any time with written notice to the Union and to the University.

## ARTICLE III

### Health and Safety on the Job

1. (a) The University agrees to provide a place of employment which shall be safe and healthy for Staff Members. The University shall furnish and use safety devices and safeguards, and shall adopt and use methods and processes adequate to render such place of employment safe, and do every other thing necessary to protect the life, health, and safety of Staff Members. The University shall repair and maintain every place of employment so as to make it safe. The term "safe" or "safety" as applied to any employment or place of employment shall include personal security and shall include conditions and methods of sanitation and hygiene necessary for the protection of the life, health, and safety of Staff Members.  
(b) If the University requires that a Staff Member wear safety clothing or use safety equipment, the University shall provide such clothing and/or equipment.  
(c) Staff Members shall observe all safety rules and requirements. Staff Members shall report as soon as practicable to their Supervisors any job-related accident, injury, or illness; this requirement shall not, however, be construed to limit in any way a Staff Member's rights under the Worker's Compensation Law, provided the Staff Member does give the University any notice required by such law.
2. A Joint Health and Safety Committee shall be established composed of no more than eight (8) University-selected members and eight (8) Union-selected Staff Members. The Committee shall be chaired by the Director of Environmental Health and Safety (or his or her designee). One of the Union-selected Staff Members shall be designated by the Union as Chief Union Safety Steward for Local 34 and one Union-selected Staff Member shall be designated by Local 35 as Chief Union Safety Steward for Local 35, for the purpose of serving as a focal point for communications and coordination of activities addressed by this Article. This Committee will

meet monthly, or at a schedule determined by the Committee, to review, discuss, and make recommendations related to health and safety issues at the University. By mutual agreement, the Local 34 and Local 35 portions of the Committee may meet separately with University-selected members of the Committee in lieu of the regular monthly meeting. The two (2) Chief Union Safety Stewards shall meet with the Director in advance of the meetings to discuss the agenda. Committee meetings shall normally be held during working hours including a one (1) hour period prior to the meeting and Staff Members serving on this Committee will be paid by the University for any of their work time spent at meetings of such Committee, or carrying out functions authorized by the committee during their normally scheduled work hours.

Among other things, the committee shall:

- (a) Make recommendations for the correction of potentially unsafe or harmful conditions and the elimination of potentially unsafe or harmful work practices. Make recommendations regarding safety and security in parking areas and the areas Staff Members use to and from such parking areas.
- (b) Review and analyze all reports of occupational injury and illness to Staff Members.
- (c) Recommend rules and procedures for the prevention of accidents and illness and for the promotion of the health and safety of Staff Members.
- (d) Recommend topics for health and safety training of Supervisors, Union Stewards, and Staff Members.
- (e) Distribute information to Staff Members designed to educate and inform Staff Members with regard to their health and safety while at work for the University.

The University shall, within a reasonable time after the Committee makes a recommendation, advise the Committee that it intends to accept the recommendation in full or in part, and on what timetable; or that it does not intend to accept the

recommendation in full or in part, and the reason(s) for that decision not to accept; or that it needs more time to consider the recommendation.

3. Upon request, the University shall provide the Union available, relevant information regarding substances in the work place or equipment design.
4. Upon request, and except to the extent limited by applicable law or regulations with the force of law, the University shall provide the Union available, relevant University records on accidents, test results, and safety records maintained by the Office of Environmental Health and Safety, except that no personal medical records or information regarding any Staff Member or other University employee will be provided without the Staff Member's or employee's written consent, unless required by law.
5. When a Staff Member is interviewed for a job vacancy, the University will advise the Staff Member in writing of the apparent potential health and safety hazards associated with the work, and of any known dangerous substances to which the Staff Member may be exposed in the job.
6. No Staff Member shall be required by the University to work alone (i.e., without some other individual, whether or not a Staff Member, reasonably near the Staff Member) between midnight and 7:00 a.m.
7. No Staff Member will be subject to discipline for refusing to perform work which a reasonable Staff Member in a similar situation would consider unsafe. The question of any pay for the time of such refusal should be handled on a case-by-case basis.
8. A Staff Member shall first bring matters concerning health and safety to the attention of his or her Supervisor. If the health or safety matter is not resolved satisfactorily, the Staff Member may request the presence of the appropriate Chief Union Safety Steward. That Chief Union Safety Steward or his or her designee who shall be a member of the Union's Safety Committee may discuss the matter and possible solu-

tions with area supervision and/or the Director, at a mutually agreeable time, and the matter may be referred for discussion at meetings of the Committee.

The appropriate Chief Union Safety Representative, or a Union member of the Committee if the Chief Union Safety Representative is not available, will be advised promptly of any incident that could reasonably lead to endangering the health and safety of Staff Members. The appropriate Chief Union Safety Representative, or Union member of the Committee, may accompany the Director or his or her designee in a review of the accident/incident.

If the Staff Member has reasonable grounds to conclude that the performance of a work assignment, such as, but not limited to, the performance of a task without the proper safety equipment, may pose a serious and substantial threat to the Staff Member's health and safety, the Staff Member shall have the right to consult promptly with the appropriate Chief Union Safety Steward or his or her designee. If the presence of the Chief Union Safety Steward is necessary, he or she may be excused from work without loss of pay for purposes contemplated by this section in accordance with the following:

- (a) The Union shall notify the University of the names of the Chief Union Safety Stewards and their designees.
- (b) Requests for time off shall be made to the immediate Supervisor.
- (c) Time off without loss of pay shall be contingent on legitimate operational needs. Authorization for such time will not be unreasonably denied.
- (d) The time off requested and/or authorized shall be reasonable in duration, consistent with the needs of the situation.
- (e) Time off without loss of pay will be requested and authorized only in situations that:
  - (i) are of significant magnitude and/or;

- (ii) affect significant numbers of bargaining unit Staff Members and/or;
- (iii) pose the potential for serious health risk and/or;
- (iv) pose the potential for major misunderstandings and misinformation.

9. The University shall make reasonable efforts to advise each employee, through health and safety training and/or through advice on specific occasions as needed, of health and safety risks which the employee is likely to encounter in the course of the employee's assigned work.
10. Nothing in this Agreement shall be construed to dilute the University's authority and responsibility described in Section 1 of this Article, nor shall anything in the Agreement be construed to limit the right of Staff Members or the Union to file grievances concerning health and safety. Whenever possible, health and safety-related grievances will be filed by the Union Stewards of the Joint Health and Safety Committee. In no case shall a grievance citing this Article proceed to a Second Step Meeting without notification to such Stewards.
11. The rights and privileges granted to the Union committee members under this section shall be exercised with due consideration given to the operating needs of their work units and they shall request authorization to leave the work place from their Supervisors, and this authorization shall not be unreasonably denied.
12. The Unit Safety Committee Pilot Program will be implemented by the Office of Environmental Health and Safety, giving good faith consideration to the suggestions and guidance of the Joint Health and Safety Committee, in conjunction with the departments or units involved. After a successful pilot, the program will be expanded campus-wide at a reasonable pace of expansion, consistent with available resources giving highest priority to those departments or units with the highest accident or injury rates.

13. The parties agree to form a Workers' Compensation Committee to study the procedures and processes surrounding workers' compensation claims in the interest of effectively and fairly managing/reducing workplace injuries, reducing cost through prevention and the return of employees to productive work whenever practical. The Committee will review the entire claims processing procedure, including any systemic issues about approvals, denials and other aspects of the process. Accident data will be reviewed to determine if preventative measures can be identified. Suggestions for safety improvement will be referred to the Joint Health and Safety Committee for their consideration. The Committee will be comprised of one (1) representative from Local 34, one (1) representative from Local 35 and two (2) representatives from the University.

The existence of the Workers' Compensation Committee will not preclude other union representatives from supporting their members in their individual claims processing with the Yale Benefits Office.

## ARTICLE IV

### **Probationary Period**

A new Staff Member shall be engaged on a probationary basis until the Staff Member has completed ninety (90) calendar days as a Staff Member since the Staff Member's most recent date of hire. During this probationary period the University may terminate the employment of the Staff Member for any reason, and such termination may not be challenged through the Grievance Procedure provided by this Agreement. If a Staff Member is not notified in writing of termination by the ninetieth (90th) calendar day, the Staff Member shall be deemed to have completed the probationary period.

## ARTICLE V

### **Fair Treatment of Staff Members**

1. (a) No non-probationary Staff Member may be disciplined or discharged except for just cause.

- (b) Counseling of a Staff Member shall not be used to justify subsequent disciplinary action against that Staff Member.
- (c) Any grievance challenging disciplinary action taken by the University involving suspension or discharge shall be filed in writing at Step 2 of the Grievance Procedure provided by this Agreement within ten (10) days after the University's action.
- (d) A Staff Member who is absent from work for five (5) or more consecutive working days without notifying his or her Supervisor shall be deemed to have voluntarily resigned his or her employment with the University, except in unusual circumstances.
- (e) Discipline older than eighteen (18) months does not serve as a basis for progressive discipline, except in cases of serious misconduct, including but not limited to sexual harassment or violence in the workplace.

2. (a) Neither the University nor the Union shall discriminate against any Staff Member on account of race, religion, color, sex, marital status, national origin, veteran status, sexual orientation, union membership, union activity which does not violate this Agreement, or other individual beliefs or activities of a Staff Member which do not affect the performance of work by the Staff Member or other University personnel.

(b) Neither the University nor the Union shall discriminate against any Staff Member in violation of applicable law on account of the Staff Member's age or disability.

(c) The University shall make reasonable accommodation for Staff Members with disabilities who are otherwise qualified to perform the required work.

3. (a) Sexual harassment is contrary to University policy, and the University will take appropriate steps in connection with any sexual harassment by any University employee or student.

- (b) If a Staff Member or the Union believes that a Staff Member is experiencing sexual harassment by a University employee, the matter shall be brought to the University's attention by either filing a grievance under the Grievance Procedure provided by this Agreement, at whatever step the Staff Member or the Union considers appropriate, by notifying the Department of Human Resources or by notifying the Director of Equal Opportunity Programs.
- (c) If a Staff Member or the Union believes that a Staff Member is experiencing sexual harassment by a University student, the matter shall be brought to the University's attention by notifying the Director of Equal Opportunity Programs. If the Staff Member or the Union does not think the Director of Equal Opportunity Programs has taken appropriate steps in the situation, the Staff Member or the Union may file a grievance under the Grievance Procedure provided by this Agreement at whatever step the Staff Member or the Union considers appropriate.
4. Neither the University nor the Union shall apply the provisions of this Agreement in an arbitrary, capricious or discriminatory manner.

## ARTICLE VI

### **Staff Members' Personnel Files**

1. Upon request, a Staff Member shall be advised in writing of the location and the custodian of all personnel files maintained by the University for that Staff Member. If a Staff Member makes such a request and is not advised of the location of any personnel file(s) maintained by the University for that Staff Member, then the contents of any such file(s) of which the Staff Member is not advised may not be used in any way by the University without the Staff Member's written permission.
2. A Staff Member shall be entitled to inspect and copy material in the University's personnel files regarding the Staff Member. A single copy of any material in the Staff Member's personnel

file shall be provided by the University at no cost to the Staff Member. The Staff Member may inspect the personnel file and copy new material in the file as frequently as is reasonable.

3. The University will not release any information concerning a Staff Member without the Staff Member's written authorization except to the extent required by law.
4. If a Staff Member is enrolled in the Yale Health Plan, the Staff Member's personal medical records shall be kept confidential, and no person connected with the Health Plan shall discuss the Staff Member's affairs with any person inside or outside the University, except (i) with the Staff Member's written consent, or (ii) in circumstances where such disclosure would be required by law to persons or entities not employed by or affiliated with the University, in which circumstances the Health Plan shall immediately notify the Staff Member of such disclosure unless such notification is prohibited by law.
5. The term "Personnel File" for purposes of this Agreement shall be defined in the same manner as the term "Personnel File" is defined in current Connecticut Law. Any changes in current Connecticut law will not change the definition of "Personnel File" for the purpose of this Agreement.

## ARTICLE VII

### **Scheduling of Hours of Work**

1. For purposes of this Agreement, a "schedule change" shall mean a change in or deletion from the sequence of weekly non-overtime workdays and/or daily non-overtime hours of work. "Notice" shall mean either written notice posted conspicuously within the department or personal notice given orally or in writing. "Overtime" shall mean work time outside the regular schedule regardless of pay treatment. "Emergency" shall mean reasonably unanticipated reduction of work needs or increased work requirements resulting from laboratory experiments, patient care, unscheduled absences, or other exigencies.

Notice of schedule changes shall be given to affected Staff Members by no later than the times set forth below, except in cases of emergency:

- (a) Permanent changes—four (4) calendar weeks prior to the effective date of the change;
- (b) Temporary changes (limited to a single work week)—4:00 p.m. of the calendar Thursday in the week preceding the effective date of the change;
- (c) Overtime—4:00 p.m. of the calendar Thursday preceding Saturday or Sunday overtime; 1:00 p.m. of the overtime day for daily overtime.

A Staff Member who does not receive notice of schedule changes as set forth above shall be entitled to work in accordance with his or her normal schedule (or receive pay in lieu thereof if no work is available) through the notice period and/or shall be free without penalty to refuse overtime assignments made without the required notice unless he or she voluntarily waives notice or otherwise voluntarily agrees to a reschedule.

2. (a) Any Staff Member or group of Staff Members may propose to the University one or more of these flex-time variations:
  - (i) Fixed Flexible Schedule—Staff Members may arrive at different times on a daily basis, and the length of the work day may vary. The weekly pattern remains consistent.
  - (ii) Totally Flexible Schedule—A Staff Member may, on a daily basis and within specific limits, start and finish work at his or her discretion, so long as the total number of hours required for a given period are completed.
  - (iii) Compressed Schedule—A work week is compressed to fewer than five (5) full days.
  - (iv) Any variation of the above or other forms of flexible schedule.
- (b) The University will give reasonable consideration to any such requests but any such scheduling shall remain within

the discretion of the University; provided (i) no such request shall be denied arbitrarily or capriciously and (ii) any such proposed schedule if agreed to by the University may thereafter be changed only as provided in Article VIII (Flexibility and Preservation of Existing Arrangements).

3. Staff Members who normally work more than one (1) shift shall not be scheduled to work two (2) different shifts during the same calendar week, except when a schedule of continuous shift operations begins or ends in mid-week, or in the event of an emergency or with the Staff Member's consent.
4. Existing arrangements for providing Staff Members with breaks shall be continued; provided that, the University shall provide relief for those Staff Members whose work requires continuous uninterrupted attention, and who therefore do not presently receive break time, as necessary to facilitate their taking of break time during the work shift of up to fifteen (15) minutes per each three-and-three-quarters (3 3/4) hours of work (exclusive of the regular unpaid meal period). The University may provide such relief from any source and on the basis of any schedule which is reasonably adaptable to operational needs (e.g., staggered breaks).
5. In the event the University elects permanently to reschedule a job to be performed on a different shift, during a different sequence of work days, or for more or fewer hours per day or week than previously, the affected incumbent Staff Member(s) shall be provided the opportunity for consultation in accordance with Article IX (Employee Participation and Performance Appraisal), 1(b) regarding the proposed change. The University shall give reasonable consideration to any suggestions by such Staff Member(s) relative to ways in which the work objectives of the University might be achieved as efficiently without need to implement the proposed change(s), and shall not arbitrarily or capriciously proceed to implement such changes without having considered the Staff Member(s') suggestions. The University shall not permanently alter a Staff Member's customary daily starting time by more than three (3) hours without mutual agreement or, where operational needs require such change,

without first notifying the affected Staff Member regarding the extent and duration of the change, and the reasons therefore which shall not in any case be arbitrary or capricious. In the event the Staff Member's starting time is permanently altered by three (3) hours or more, the Staff Member may elect to be placed on layoff with considerations accorded under Paragraph 2(b) of Article XVII (Job Security).

6. When the University decides to hire a substitute for a Staff Member or schedule additional Staff Member hours in a work unit, such hours shall be offered first to Staff Members (i) who normally perform the type of work involved; (ii) who have indicated interest in additional work by signing a list offered by the University; and (iii) of those in (i) and (ii) preference shall be given to those who can perform such work on a straight-time basis.

## ARTICLE VIII

### **Flexibility and Preservation of Existing Arrangements**

The parties recognize that flexibility is a mutually advantageous feature of working in many University Departments and that such flexibility enhances both the Departments' operations and the job satisfaction of Staff Members in the Departments, and that arrangements were in existence on the certification date of the Union (May 26, 1983) in various departments with various Staff Members concerning the rearrangement of working hours; working conditions; the authorized, incidental, personal use of University-owned equipment (but not supplies) on personal time; and specific arrangements on other matters. The parties agree on the general principle that such arrangements will continue, subject to the requirement that the Staff Members involved complete their work in the expected time and that such arrangements do not otherwise interfere with the operations of the Department involved. Any such pre-May 26, 1983, arrangement, or any such arrangement which may have been agreed upon after May 26, 1983, or which may be agreed upon in the future by the Staff Member(s) and the Supervisor(s), may be changed by mutual agreement between the Staff Member(s)

and the Supervisor(s), or by the Supervisor in the absence of such agreement if the action taken is necessary to implement a reasonable Departmental objective. It is specifically understood, in view of the existence of these practices, that nothing shall require that such practices be the same in each Department.

## ARTICLE IX

### **Employee Participation and Performance Appraisal**

1. (a) The University and the Union recognize that it is in the best interest of the parties to develop maximum possible productivity, to provide satisfying work, to enhance quality of performance, and to enable Staff Members to contribute to the employment relationship.
  - (b) A meeting shall be held during work time for all departmental or work unit Staff Members and Supervisor(s) before the implementation of any significant operational change or reorganization in the department or work unit, including the subcontracting of work presently being performed by Staff Members in the department or work unit. Such a meeting shall be held at a time that is sufficiently in advance of implementation to ensure that the views of Staff Members are given substantial consideration.
  - (c) In addition, at least quarterly and more frequently if mutually agreed, a meeting will be held during work time for all departmental or work unit Staff Members and Supervisor(s) to discuss (i) problems or suggestions, (ii) improving communications, and (iii) increasing productivity and efficiency.
  - (d) If the Supervisor and Staff Members prefer that the discussions contemplated in Paragraph 1(c) of this Article take place through a lab group, working group or departmental or work unit committee, those arrangements may replace the meetings specified in Paragraph 1(c).
2. A Committee of the University Community shall be established, consisting of three (3) Staff Members selected by the

Union and three (3) University employees selected by the University. This Committee shall make recommendations regarding day care for children of Staff Members to the University's Day Care Coordinator. The Committee shall normally meet during the regular work day. Staff Members serving on the Committee will be paid by the University for any of their work time spent at meetings of such Committee, or carrying out functions authorized by the Committee, during their normally scheduled work hours.

3. The University will introduce a Performance Appraisal Process for Clerical & Technical Staff to improve on-the-job feedback and skills development:
  - (a) The "C&T Performance Feedback Form", or the "FOCUS" form if already being used by Staff Members and their Managers as of 2012, will serve as the forms utilized in the Performance Appraisal process.
  - (b) Copies of appraisals may be released to the hiring manager if the Staff Member agrees. There will be a place on the form for the Staff Member to elect this choice.
  - (c) A joint Union and University committee will monitor the Performance Appraisal introduction and resolve implementation issues if, and as, they occur.
  - (d) The appraisal form will not be used as part of the progressive discipline process.

## ARTICLE X

### Salaries

1. The term "salary" shall mean the wage compensation paid for an assumed nineteen hundred and fifty (1,950) straight-time hours worked per year in a clerical or technical position. Salaries paid for work performed in less than or more than thirty-seven and one-half (37 ½) hour per week positions (as well as the corresponding minimums and maximums and all steps for the salary grades) shall be pro-rated to nineteen

hundred and fifty (1,950) hours. References to annual salaries are made for ease of description of adjustments only, and do not imply a fixed term of employment or right to compensation irrespective of time actually worked.

Salary calculation results, including step rates, shall be rounded to the nearest cent per hour. Adjustments provided for in Paragraphs 2 through 7 of this Article shall be made effective on the first day of the week which includes the adjustment date, and shall be applied to hourly rates paid to each Staff Member for work performed in his or her regular job classification immediately prior to the adjustment date.

“Individual hourly rate” shall mean wage rates actually being received by individual Staff Members, exclusive of overtime, shift, transfer, or other differentials and/or premiums.

“Classification salaries” shall mean wage rates listed in the rate schedule appended to this Agreement. Such schedule includes for each salary grade a minimum and maximum hourly rate, the value of the step, and the value of the across-the-board increase for each year of the contract. (Appendix I, Salary Structure).

## 2. Staff Members’ Increases

On the salary adjustment dates indicated in Paragraph (a), below, individual salaries of Staff Members shall be adjusted upwards consistent with Paragraphs (a) and (b) below:

### (a) Across-the-Board Increase

The individual salaries of all Staff Members shall be adjusted upwards by the percentage indicated:

Date	Percentage
January 22, 2017	2.25%
January 21, 2018	2.25%
January 20, 2019	2.5%
January 19, 2020	2.5%
January 17, 2021	2.5%

(b) Step Increase

Any Staff Member whose Step Eligibility Date is on or before the effective date of the increase will also receive a step increase equal to 2.4% of the minimum of their salary grade, except that if the step increase would result in the Staff Member's salary exceeding the maximum classification salary for their labor grade (Appendix I, Salary Structure), the Staff Member will only receive a raise sufficient to raise their salary to the maximum classification salary.

Every Staff Member will be assigned a Step Eligibility Date which will be the later of their six-month anniversary or, if hired above the minimum, the Staff Member's anniversary which is equal to their step at hire (e.g. if hired at Step 5, Step Eligibility Date would be the 5th anniversary).

3. New Hires

- (a) The University and the Union agree on the principle that the Classification Minimums specified for salary grades are in general sufficient to fill positions within each grade. The parties also agree that arbitrary payment to new Staff Members in excess of the Classification Minimums may create inequities which should be avoided. The University, therefore, will adhere to a hiring policy which:
  - (i) endeavors to hire Staff Members at the Classification Minimum Level; and
  - (ii) avoids abrogating the salary schedule by systematically hiring on an unjustifiably widespread basis, above Classification Minimums.
- (b) New Hires will be hired at the minimum hourly rate for their title and grade as defined in Appendix I, Salary Structure, of this Agreement, except as provided below:
  - (i) In each year of the Contract, the University may fill ten percent (10%) of the vacancies in that year at any salary between the minimum and maximum classi-

fication salary for that job title for any reason except that no more than five percent (5%) of all hires under section (i) may be made at a salary level above Step 3.

(ii) The following job titles are not subject to any restrictions on hiring above the minimum:

Clinical Assistants I, II, and III;  
Clinical Technologists I, II, and III;  
Communications Assistants I and II;  
Computer Operator;  
Conservation Assistants II and III;  
Facilities Operations Service Center Specialists (Control Room Specialists);  
Health and Safety Technicians I and II;  
Hematology Technician;  
IT Support Technicians I and II;  
Licensed Practical Nurses;  
Museum Technicians II and III;  
Pharmacy Technician;  
Photographer IV;  
Piano Technician;  
Police Dispatchers I, II, and III;  
Research and Development Technicians I, II, III, and IV;  
Shift Coordinator (Data Control Only);  
Telecommunications Technicians I, II, and III; and  
Other titles by mutual agreement.

The University may adjust the salaries of incumbents to reflect market rates for identified positions within these job titles. In any title that the University chooses to designate for placement on this list the salaries of incumbents in the title shall be increased consistent with the table attached as Appendix III (Market Rate Adjustment Table) at the time the University designates the title for placement on the list. In addition, when a Staff Member is promoted or transferred into a title on this list, the Staff Member's salary will be increased consistent with the Appendix III table at the time of promotion or transfer.

- (iii) For Labor Grade E positions, new hires may be hired at a salary up to but no higher than seven (7) steps above the minimum of the Labor Grade E salary structure. The terms of Section 2(b) of this Article shall apply to salary increases for hires above the minimum covered in this paragraph. The restrictions and allowances of Section 3(b)(i) of this Article shall not apply to hires above the minimum in Labor Grade E.
- (iv) The University will notify the Union of all hires above the minimum in writing, including the reasons for hiring above minimum and which of the exclusions apply.

#### 4. COLA

In addition to the increases detailed in the other sections of this Article, effective on the salary adjustment dates indicated in Section 2, Paragraph (a) of this Article, all individual salaries shall be further increased by a percentage equal to one-half (1/2) of the difference between four and a half percent (4.5%) and the twelve (12) month percentage change in the CPI-W from the second previous November to the immediate previous November. This adjustment will be made only if the CPI-W increased by more than four and a half percent (4.5%). CPI-W is the Revised CPI-W published by the U.S. Department of Labor, Bureau of Labor Statistics (1982-84=100), and will include revisions made to that index in the future.

#### 5. Salary Payable on Permanent Transfer

- (a) If a Staff Member is permanently promoted, transferred, or upgraded during the term of this Agreement, his or her hourly rate will be increased by the percentage difference in the minimums between the former and higher grade (approximately twelve percent [12%] for each grade) minus the value of a step in the new grade for each higher salary grade he or she moves into, or to the minimum of the new grade, whichever is higher. Thereafter the Staff Member's hourly rate will increase according to the applicable provisions of this Article.

(b) A Staff Member transferred pursuant to (a) above to a Labor Grade E position and whose step in the promoted position would be below step seven (7) may be hired at a salary up to but no higher than seven (7) steps above the minimum of the Labor Grade E salary structure. Candidates whose current salary would cause them to be placed on a step higher than seven (7), shall be appropriately placed on the structure according to the terms of Section 5(a) of this Article. The terms of Section 2(b) of this Article shall apply to salary increases for hires above the minimum covered in this paragraph.

(c) The hourly rate of a Staff Member who is regressed in salary grade by reason of layoff, notice of layoff, job-related injuries, or other reason which is not for inability to perform the work in his or her present job shall be held at the Staff Member's current hourly rate and receive the increases outlined in Section 2 above.

(d) The salary of a Staff Member who is voluntarily regressed in salary grade shall be decreased by an amount equal to fifty percent (50%) of the difference between the minimum salaries of the applicable salary grades. He or she shall receive his or her increases as applicable, pursuant to Section 2 as applicable.

## 6. Salary Payable Upon Temporary Transfer

A Staff Member who has been assigned, verbally or in writing, for other than training purposes, by the University, to substitute for a period of at least two (2) weeks for a Staff Member or a Managerial and Professional employee in a higher salary grade and who performs for a reasonable amount of the Staff Member's time or effort duties which the higher-grade Staff Member or Managerial and Professional employee is expected to perform and which justify the placement of the job in the higher salary grade shall be paid during such transfer either:

(a) in the case of such substitution for a Staff Member, the Staff Member will receive a supplement equal to six percent (6%) per grade for the difference in number of

grades between the Staff Member's position and that in which he or she is substituting; or

(b) in the case of such substitution for a Managerial and Professional employee, a supplement in an amount mutually agreed upon by the Supervisor and Staff Member, but in no case shall the supplement be less than six percent (6%) of the Staff Member's hourly rate.

A Staff Member who has been assigned, verbally or in writing, for other than training purposes, by the University, to perform duties in a higher salary grade classification for a period of at least two (2) weeks and for a reasonable amount of his or her time or effort shall be eligible for transfer pay as described in (a) and (b) above.

The award of temporary transfer pay may be relevant to a Staff Member's subsequent request for a job audit upgrade and may serve as evidence during the audit of a Staff Member's position, but shall not in itself bind the University to grant an upgrade.

If a Staff Member is temporarily transferred by the University to replace a Staff Member in a lower salary grade, the Staff Member's hourly rate during such transfer shall not be reduced.

## 7. Certification

A Staff Member who receives certification of competence in the occupation for which he or she is employed shall receive a salary adjustment equal to one (1) step on the applicable salary schedule and will thereafter receive salary adjustments so as to remain the value of one (1) step ahead of where he or she would otherwise be, as long as he or she remains in a job title where credit is given for certification. "Certification" is defined as official documented recognition of competency by a professional association or governmental agency recognized as being authoritative relative to certification for special competence in the particular occupation in question based upon defined minimum standards for formal education, experience, and/or proficiency. Staff Members occupying positions in the following job titles are eligible for such certification credit:

### Generic Titles

Account Assistant I, II, III, IV, and V  
Animal Technician II, III, IV, and V  
Athletic Attendant II  
Autopsy Technician I, II, and III  
Clinical Assistant I, II, and III  
Clinical Technician  
Clinical Technologist I, II, and III  
Communications Assistant I and II  
Computer Support Technician I and II  
Hematology Technician  
L.P.N.  
Medical Assistant (Labor Grade C)  
Medical Assistant II  
Medical Records Technician  
Medical Transcriptionist  
Police Dispatcher I, II, and III  
Telecommunications Technician I, II, and III

Other job titles may be added by mutual agreement of the University and the Union.

The certification adjustment shall be made effective retroactively to the beginning of the payroll period following the payroll period in which official documentation of the certification was received by the Compensation Department.

## ARTICLE XI

### Job Descriptions and Classifications

1. The purpose of this Article is to describe the process by which new or modified job titles may be evaluated for proper placement in the agreed upon job classification system and to describe the procedure for job audits of individual positions. Nothing in this Article is intended to modify the University's rights, in all cases, to define conclusively what work will be done in any job title, including the duties to be performed, the quality and quantity of the work, and the qualifications of those assigned the work.

## 2. Job Descriptions

- (a) The Department of Human Resources has prepared generic job descriptions the purpose of which is to characterize the level of work being performed by incumbents in the job title. The description has three (3) parts: first, a section of identifying information; second, a listing of representative duties for the title; and third, a job content section which reflects the compensable factors associated with a job. An abbreviated version of these factors may be used by mutual agreement.
- (b) The identifying information section includes, but is not limited to, the job title, salary grade, job family, and job code.
- (c) The job duties section includes a representative listing of the duties required and performed in the job title. Representative duties, which distinguish each job from other jobs in the same family and other families, are included in this section provided that these duties are relevant to the job. It is understood that both duties and their frequency are representative and may vary from incumbent to incumbent in a job title.
- (d) The Department of Human Resources may combine existing job titles or create more than one title from an existing title if the work being performed demonstrates a reasonable variance from the generic job description for the job title. Job titles may be downgraded as a result of the combination or separation of titles. No Staff Member shall be downgraded as the result of combining or separating titles. The Union may appeal the decision within ten days of when it received notification of the University's decision.
- (e) Upon request, Staff Members will be provided with a copy of their generic descriptions. During job interviews, all internal applicants should be provided with a copy of the generic job description for the position for which they are applying.

3. Job Audits

- (a) A job audit is an analysis of the actual content and duties of a Staff Member's position to determine whether those duties and that content are such that the Staff Member is properly classified in the Staff Member's existing job title or should be classified in a different job title.
- (b) A Staff Member may file a request for a job audit by filling out a questionnaire agreed upon by the parties. A Supervisor may initiate a job audit by writing the Department of Human Resources explaining how the position has changed and why a position should be upgraded. The Department of Human Resources may initiate an audit of a title based on the Staff Member's previous job description questionnaire provided the Department gives notice to the affected Staff Member so that he or she has the opportunity to update the questionnaire.
- (c) The Staff Member may furnish additional information in the support of his or her job audit at any time during the audit process.
- (d) Prior to making a classification decision on the job audit request, the Department may verify the accuracy of the Staff Member's questionnaire. The Department of Human Resources may, at its option, interview the Staff Member and/or the Supervisor. A written summary of relevant information gathered in the verification process will be included as part of the audit file.
- (e) The audit decision will be guided by comparison of the work being performed by the Staff Member to generic descriptions. Comparison will be made to generic descriptions (i) of all compensable factor levels and comparison will also be made (ii) of the duties performed in the position with the representative duties listed in the generic descriptions to the extent that the duties are reasonably comparable given the nature of the jobs in question and the fact that the lists of duties in generic descriptions are representative rather than all inclusive.

In comparing duties, the Department will consider duties which distinguish the position from other positions in the same family and other families provided that such duties are relevant to the position and occupy a reasonable amount of the Staff Member's time or effort. Information for these comparisons may come from any source in the audit file (see Paragraph (g) below).

- (f) The Department will prepare a written decision on the classification, which will include: (i) the classification decision; (ii) a summary of relevant information gathered in the verification process and an explanation of changes made to the Staff Member's questionnaire; (iii) a discussion of the comparison made pursuant to Section 3, Paragraph e above; and (iv) any other information the University considers relevant. The Department will send a copy of its decision on the audit to the Staff Member within ninety (90) days of the filing of the Staff Member's written questionnaire. If the Staff Member has submitted additional information subsequent to the filing of the audit, the response time will be extended by an additional thirty (30) days.
- (g) The job audit file will consist of the Staff Member's completed questionnaire, written information provided by the Supervisor, and subsequent written information submitted by the Staff Member or the Supervisor after the initial filing, a summary of relevant information gathered in the verification and decision-making process, and the written job audit decision.
- (h) The Staff Member may request a copy of this audit file at any time after he or she receives a written audit decision. The Union will receive a copy of the relevant audit files when a grievance is filed.
- (i) If an audit indicates that a position should be downgraded, based on the work being performed, the Staff Member has two (2) options: (i) to accept a voluntary downgrading, with a freeze on the Staff Member's step movement until such time as the Staff Member's salary is equaled

or exceeded by the salary provided in the salary schedule for the Staff Member's new grade for the Staff Member's years of continuous service; or (ii) to agree to perform work appropriate to the Staff Member's classification.

- (j) If the result of a job audit is to reclassify a position to a job title in a higher salary grade, the salary adjustment for the Staff Member affected will be made retroactively to the date of the change(s) which gave rise to the upgrading, but in no case more than ninety (90) days before the Staff Member filed the audit request.
- (k) If a Staff Member is dissatisfied with an audit decision he or she may file a written appeal to the Compensation Section of the Department of Human Resources within twenty-one (21) days of his or her receipt of the decision. The appeal will have the following steps:

Step 1: An Audit Grievance meeting will be convened on work time by the Department of Human Resources within twenty-one (21) days of receipt of the Staff Member's appeal. The Staff Member, a Steward, the Staff Member's Supervisor(s) and the University representative who conducted the audit will attend this meeting. Other paid staff representatives of the Department of Human Resources or the Union may attend this meeting. At the Audit Grievance meeting, the University will demonstrate that its classification decision was correct, and the Union will identify and explain its objections to the decision. The University will respond to the Staff Member in writing within fourteen (14) days. The University's response may be to issue a new decision within thirty (30) days. If a Staff Member is dissatisfied with the University's response or new decision, he or she may appeal to arbitration within twenty-one (21) days.

Arbitration: In the arbitration hearing the University will present why it made its classification decision. The Union will present what it considers to be the appropriate classification decision. The Arbitrator will choose what he or she considers to be the more correct of these classifica-

tions under the terms of the Agreement. The Arbitrator's decision will be final and binding on the parties. In arriving at a decision the Arbitrator will use the standards of Section 3, Paragraph (e), above. Arbitrations pursuant to this Article shall be decided by an Arbitrator from a panel chosen by the parties to hear job description and classification arbitrations. Each party shall bear the expenses of its representatives and witnesses.

#### 4. New Titles

For new job titles, the University will prepare a generic job description pursuant to Section 2 above and assign the job title to the most appropriate salary grade. The University will send a copy of the new description to a designated Union representative before posting it. The position may be posted at the level the University decides, pending appeal to arbitration by the Union within ten (10) days of when it receives notification of the University's decision. The posting shall thereafter note that the grading of the position is under review. In arriving at a decision the Arbitrator will use the standards of Section 3, Paragraph (e) above to compare the new position to existing generic descriptions offered by the parties as the basis for deciding the appropriate grade for the new position. The Arbitrator's decision will be final and binding on the parties. Arbitrations pursuant to this Article shall be decided by an Arbitrator from a panel chosen by the parties to hear job description and classification arbitrations.

#### 5. Other Job Descriptions

(a) Specific position descriptions, job postings, and other descriptions used by the University for bargaining unit positions must be consistent with the generic job description for the job title. These other descriptions may abbreviate, lengthen, or paraphrase the generic description, and they may enumerate particular duties not included among the representative duties in the generic job description so long as they are appropriate to the grade level and job family of the position, but these additions, abbreviations, or paraphrases must be consistent with the generic description

for the title. Any listing of qualifications in these other descriptions must state the work experience requirement first, ahead of any education or training equivalents.

- (b) A violation of this section may be grieved through the procedure outlined in Section 3, Paragraph (k) above or as part of a Promotion and Transfer grievance at the option of the Union. If grievances are filed under both sections, the Union may only pursue one of the grievances to arbitration.
- 6. Positions shall not be removed from the bargaining unit covered by this Agreement to another University employee category unless there is a mutual agreement that such positions are not appropriately in this bargaining unit, or unless there has been a material change in the duties or responsibilities of the position which would warrant such removal. Local 34 will be notified in advance of the final decision to upgrade the position. In the event the upgrade is implemented, a Staff Member in such position shall have the option to continue in the position or to be treated as a laid-off employee for purposes of this Agreement. A grievance filed regarding this provision shall be filed at Step 3. Proceedings shall be expedited such that the final award is received within eighty (80) days after the Step 3 filings, absent mutually agreed upon extensions or extensions made necessary by circumstances beyond the parties' control.

7. Labor Grade E

Yale University and Local 34 share the following interests:

- (a) Providing job advancement opportunities and clear career paths for members of the Local 34 bargaining unit.
- (b) Ensuring clarity, transparency, fairness and consistency in the job classification process.

In order to realize these interests, the parties agree to the following:

- (i) Development of new and revised Labor Grade E criteria

- (1) The University and Local 34 will expand the criteria for Labor Grade E. The goal is to develop the grade into a robust, full labor grade, consistent in programmatic content with the generic descriptions and job titles in Grades A through D.
- (2) Beginning with the guidelines for Grade E criteria that exist in Article XI (Job Descriptions and Classifications), Section 9(a) of the 2002 Agreement between Yale University and Local 34, the parties will develop new or revised criteria that is considered to be “higher” in level than Labor Grade D generic work, or that represent significant progression upwards from Labor Grade D level work, in all relevant job classifications.
- (3) The criteria will be created from work performed in job classifications in the following Managerial and Professional (M&P) and Clerical and Technical (C&T) job families (C&T job families which have M&P counterparts are in parenthesis): Administration (Secretarial); Clinical (Clinical); Communications, Editing and Teaching (Technical Support); Computing and Information Systems (Data Processing, Technical Support); Development; Financial (Accounting/Financial); Library (Library); Museum/Curatorial (Museum/ Curatorial); Research, both Medical (MSS) and Humanities (HSS), and Research Support (Research); Service, Safety and Security (Research, Service); and Student Services (Support Service). It is understood that Grade E criteria may not result from all job classifications or job families examined.
- (4) The criteria will be developed from work being performed in current C&T Grade D and Grade E job classifications and in the current band of M&P entry-level grades.
- (5) The criteria will be developed from sources of job information such as generic descriptions,

job requisitions and postings, and job audits. The parties may choose to examine work being performed in actual positions, but will not be required to do so for this part of the project.

- (6) The project will commence with development of Research Assistant (MSS) Grade E criteria. The process, methods and materials used to create new and revised Grade E research criteria and the resulting criteria will serve as a template for the expansion of Grade E criteria in the remaining job families.
- (7) The expansion of Grade E criteria will be completed and implemented within six (6) months of the signing of this agreement. "Implemented" means the application of the new and revised criteria to the day-to-day classification of positions through the job audit, job posting and departmental reorganization processes, and not the terms of the Transition Agreement referred to in Section 3 below.
- (8) After the completion and implementation of the new and revised Grade E criteria, the University and Local 34 will partner on the creation of joint training programs to enhance promotional opportunities for Staff Members into Grade E positions. These programs may be created as parts of job advancement efforts in the joint University/Local 34 Clinical and Research Operations projects.
- (9) Primary project participants will include members from the Department of Human Resources Compensation and Classification unit and representatives of Local 34. The primary participants may jointly decide to solicit comments on the criteria being developed from C&T and M&P staff and faculty. However, responsibility for the criteria and final decisions on their content will rest with the primary participants.

(ii) Partnership on Local 34 Transition Agreement

- (1) Central to the successful implementation and ongoing application of the new Grade E structure will be close collaboration between the University and the Union. The University will conduct a thorough and rigorous review of positions in entry-level M&P levels which could potentially be misclassified. The tools and methodologies for this review, inclusive of those utilized to test Fair Labor Standards Act exemption, will be reviewed, and discussed in detail, with the Union as will the periodic progress as the classification review proceeds. Positions determined to be reclassified as overtime-eligible will be identified to the Union.
- (2) The decision to include specific positions and incumbents as eligible for inclusion in the bargaining unit shall be by mutual agreement. The University and Local 34 recognize that questions regarding the inclusion in or exclusion of overtime-eligible positions within the bargaining unit and the answers to these questions are best addressed and resolved jointly and by consensus. Therefore, the parties agree to develop a process which is designed to review and resolve these questions in an objective, fair and timely manner. The University and Local 34 will establish a working group comprised of representatives from both parties to address these questions.
  - (a) The working group will establish a set of objective criteria consistent with the needs of the University and Local 34, and NLRA guidelines, for determining whether a position is appropriately included or excluded from the bargaining unit. Based upon those criteria, the working group will review and resolve any questions which are raised regarding the bargaining unit status of these positions.

- (b) In the event that the working group cannot reach consensus on the bargaining unit status of a particular position, the matter will be referred to the Best Practices Policy Board for resolution.
- (3) Transition of incumbents in affected job classifications
  - (a) Employees identified by the parties in Section 2, Paragraph (b) above, will be eligible to join the Local 34 bargaining unit under the terms of the Transition Agreement in Section 8 of this Article.
  - (b) The University will provide employment information on incumbents including name, department, seniority, job title and grade, salary, benefit elections, and any other information necessary to affect the transition terms and conditions.
- (4) During the execution of the Transition Agreement anticipated to commence within the next twelve months and during the development of new and revised Grade E criteria, the parties will review the trends and data related to all entry-level band M&P job audits and postings. This measure is meant to ensure fairness and consistency in the classification of affected incumbents or potentially affected incumbents and to gather data and job information relevant to the development of new and revised Grade E criteria and of guidelines for the future classification of Grade E.

(iii) Hiring flexibility in Grade E positions

- (1) The University and the Union recognize the need for true career paths and promotional opportunities for Staff Members and the need to retain and recruit the best candidates from among both

internal and external candidate pools for positions within the new, more robust Labor Grade E.

- (2) Therefore, the parties agree that, for Labor Grade E positions, both new hires and internal candidates whose step in the promoted position would be below Step Seven (7), may be hired at a salary up to but no higher than seven (7) steps above the minimum of the Labor Grade E salary structure. Internal candidates whose current salary would cause them to be placed on a step higher than seven (7), shall be appropriately placed on the structure according to the terms of Article X (Salaries), Sections 5(a) and (b). The terms of Article X (Salaries), Section 2(b) shall apply to salary increases for hires above the minimum covered in this paragraph.
- (3) The restrictions and allowances of Article X (Salaries), Section 3(b)(i), (ii), and (iii) shall not apply to internal or external hires above the minimum in Labor Grade E.

(iv) Partnership on the Local 34 Job Classification System

- (1) The University and Local 34 agree that a common understanding of the organizational culture in which job classification occurs at the University is central to the successful implementation and ongoing application of the new and revised Grade E criteria and the transition of eligible incumbents into the bargaining unit. The parties will jointly examine aspects of the current system and culture and may recommend revisions to the system to ensure fair and consistent classification of positions.
- (2) The parties will devise reporting and monitoring systems on the status of Local 34 job classification and will share these reports and engage in dialogue about trends and patterns on a regular basis.

- (3) The parties may choose to revise Article XI (Job Descriptions and Classifications) of the 2002 Agreement to incorporate the terms of this Agreement, update its language, reflect existing practices not addressed in the current language or jointly agree on new terms.

## 8. Transition Agreement

Yale University and Local 34 hereby agree to the following terms and conditions with regard to M&P Overtime-Eligible employees covered by Section 7 of this Article and the 2009 job evaluation project:

- (a) The University will advise the Union of position classifications and incumbents that it identifies and classifies as "M&P Overtime-Eligible" and will provide the Union with the criteria it used to make the determinations. Once position classifications and incumbents have been so identified, the University and the Union shall meet promptly to discuss and agree on which position descriptions and incumbents will become eligible for incorporation into the Local 34 Bargaining Unit. The decision to include specific positions and incumbents as eligible for inclusion in the bargaining unit shall be by mutual agreement.
- (b) After incumbent employees are identified pursuant to Paragraph 1, above, they will be notified jointly by the University and the Union promptly and provided with at least six (6) months during which they may each individually choose to join the bargaining unit represented by Local 34. The six (6) month period may be extended by mutual agreement of the parties, and request(s) for extension by either party shall not be unreasonably denied. The decision to join the bargaining unit is a one-time election that may not be revoked or reversed. Employees who choose to join the bargaining unit will be transferred into the bargaining unit within thirty (30) days of the expiration of the option election period and be subject to the provisions below. The option election form will be sent to all eligible employees on a date mutually

agreed upon by the University and the Union. Employees who choose not to join the bargaining unit will continue to be subject exclusively to the University's policies and procedures pertaining to M&P employees.

- (c) The University will remain neutral with respect to the decisions of the incumbent employees regarding whether or not to join the bargaining unit or regarding membership in or support for the Union. The University will notify Supervisors, managers and others employed by the University who manage the work of incumbent employees that the University takes no position regarding the employees' decision. Further the University will advise Supervisors, managers and others employed by the University who manage the work of incumbent employees that they will respect an employee's right to choose whether to join the bargaining unit and will take no position regarding Union membership.
- (d) The University and Local 34 will conduct joint information sessions to which incumbent employees will be invited for the purpose of providing information about the specific terms of the Transition Agreement and answering employees' questions. A portion of these meetings will be given over to Local 34 representatives, without University management in the room, for the purpose of discussing specific Union issues with the eligible employees.
- (e) For all employees eligible under this Transition Agreement who choose to join the bargaining unit, the University shall provide Local 34 representatives with the employees' department, work site location(s), and direct-line work telephone numbers. Local 34 representatives shall have reasonable access to confer with employees during working hours and may engage in discussions and/or telephone conversations with employees to the extent permitted any other Staff Member. Union representatives will respect employee and departmental work objectives, and exercise discretion with regard to length and timing of visits and calls. Further, the Union will

advise Union representatives to respect an employee's right to choose whether to engage in discussion. Mailings to eligible employees' homes will be joint communications mailed by the University and may include material supplied by Local 34.

- (f) The University will provide to Local 34 on a monthly basis a list of employees identified in Section 9, Paragraph 1, above who do not choose to become members of the bargaining unit, including name, title, department and employment status.
- (g) Regardless of the current incumbents' choice regarding whether to join the bargaining unit, when an incumbent employee leaves an M&P position covered by this Transition Agreement and the position is continued unchanged, it will be classified as a bargaining unit position in the appropriate C&T job title.
- (h) When one of the overtime-eligible M&P positions covered by this Agreement is vacated by an incumbent M&P employee, and the University proposes to classify the position outside of the bargaining unit, the University and the Union will meet to review the description of the duties of the position in order to verify its proper classification at the time of the job posting. The University and the Union will apply the criteria and processes described in Section 8(2)(b) of this Article to agree on the classification of the position.
- (i) Vacant M&P positions in the affected job titles that are posted at the effective date of this Transition Agreement where an offer has not been extended will be reposted as a bargaining unit position. In the event an offer is outstanding, the employee accepting an offer will be entitled to the same election provided for in this Transition Agreement and will be treated the same as an incumbent employee for purposes of this Transition Agreement.
- (j) The following provisions of this Transition Agreement apply only to those M&P incumbent employees who elect to join the bargaining unit. Such employees will be

subject in all respects, except to the extent modified by this Transition Agreement, to the applicable provisions of the 2002 Agreement between Yale University and Local 34 (hereafter, the Local 34 Agreement), including any successor Agreements. These provisions of this Transition Agreement will become effective when an incumbent is transferred to the bargaining unit pursuant to Section 8, Paragraph b), above:

(1) Probationary Period

Employees who choose to join the bargaining unit and have successfully completed a ninety (90) day probationary period prior to this transition will not be subject to a probationary period.

(2) Seniority

For purposes of seniority and continuous service, as outlined in Article XV (Definition of Seniority) of the Local 34 Agreement, employees who choose to join the bargaining unit shall be credited with all time worked in a permanent position since the most recent date of hire at Yale, including any period of layoff of eighteen (18) months or less.

(3) Job Titles and Classification

Employees who choose to join the bargaining unit will be placed in C&T job titles that will be determined by mutual agreement.

(4) Salaries

- (a) An employee who chooses to join the bargaining unit will retain his or her current salary.
- (b) An employee whose seniority as calculated under this Transition Agreement would place him/her on a step in the applicable C&T salary grade that would provide a salary higher than his or her current salary will receive an upward adjustment to that salary level.

(c) For purposes of this calculation, the M&P salary and the C&T salary will be those in effect when the incumbent is transferred to the bargaining unit.

(5) Future Salary Increases

Employees who choose to join the bargaining unit will receive future salary increases according to the then-current provisions of Article X (Salaries) of the Agreement.

(6) Health and Dental Insurance

(a) Employees who choose to join the bargaining unit will be considered to have had a qualifying event and will have thirty (30) days in which to change, add or drop coverage and enroll in one of the existing plans offered to C&T employees in accordance with the provisions of the Local 34 Agreement.

(b) Employees who choose to join the bargaining unit will make contributions to their health and dental insurance plans consistent with the provisions of the Local 34 Agreement.

(7) Paid Time Off

Employees who choose to join the bargaining unit will retain all accrued paid time off. Future accruals of time will be in accordance with the provisions of the Local 34 Agreement except that for vacation time accrual, employees with less than two (2) years of service who join the bargaining unit will be treated as if they have completed two (2) years of service.

(8) Tuition Assistance

Employees who choose to join the bargaining unit may be eligible for tuition assistance under the C&T program. Employees who choose to join the bargaining unit and who are currently participating in the Tuition Assistance Program will continue to receive the benefit level provided under the M&P program for the duration of the degree program in which they are enrolled.

**(9) Pension**

- (a) Employees who choose to join the bargaining unit and who currently participate in the Yale University Retirement Plan for Staff Employees will continue in this Plan.
- (b) Employees who choose to join the bargaining unit who have not participated in the Yale University Retirement Plan for Staff Employees will become participants in the Plan, subject to the applicable eligibility and other provisions of the Plan.
- (c) Employees who join the bargaining unit may join the Yale University Matching 403(b) Plan that is available to bargaining unit employees subject to the applicable eligibility and other provisions of the Plan.
- (d) Employees who choose to join the bargaining unit are not eligible to continue participation in the Yale University Retirement Annuity Plan (YURAP). Employees will retain their balance in YURAP.

**(10) Retiree Medical Insurance Benefits**

For employees who choose to join the bargaining unit, retiree medical insurance benefits will be in accordance with the provisions of the Local 34 Agreement and applicable past practice in determining credited service. To be eligible to retire from their C&T position with the retiree medical insurance benefits, employees must work in a C&T position for at least six (6) months following transition to the bargaining unit.

**ARTICLE XII**

**Overtime**

1. (a) Except as provided in Paragraphs (b), (c), and (d) of this Article, time-and-one-half of a Staff Member's regular

rate of pay shall be paid for hours worked in excess of thirty-seven-and one-half (37 1/2) hours in a workweek.

- (b) For Staff Members occupying those positions where the normal workweek is forty (40) hours in one week and thirty-five (35) hours in the following week, or vice versa, time-and-one-half shall be paid for hours worked in excess of seventy-five (75) during the two (2) consecutive weeks comprising such schedule for the Staff Member, except that if such a Staff Member works more than forty (40) hours in any work week, the Staff Member shall be paid time-and-one-half for the hours worked in excess of forty (40) in that work week.
- (c) A Staff Member occupying a position where the normal work week presently is forty (40) hours shall be paid time-and-one-half for hours worked in excess of forty (40) hours in a work week.
- (d) For Staff Members employed in the Yale University Press, except in positions covered by (c) above, time-and-one-half shall be paid for hours worked in excess of thirty-five (35) hours in a work week.
- (e) If the Staff Members and the Staff Member's Supervisor agree on the scheduling of compensatory time: (i) A Staff Member entitled to be paid overtime for hours worked in excess of thirty-seven-and-one-half (37 1/2) in a work week in accordance with (a) or (b) above may take compensatory time, on a time-and-one-half basis, for up to two and one-half (2 1/2) of such overtime hours worked; (ii) A Staff Member entitled to be paid overtime for hours worked in excess of thirty-five (35) in a work week in accordance with (d) above may take compensatory time, on a time-and-one-half basis, for up to five (5) of such overtime hours worked. The Supervisor's agreement to scheduling of compensatory time shall not be unreasonably denied, bearing in mind the operational needs of the department.
- (f) Pay for worked overtime shall be included in the paycheck for no later than the payroll period immediately following the payroll period in which the overtime was performed.

(g) The work week for purposes of this Agreement is the seven (7) day period starting at 12:01 a.m. on Sunday.

2. If a Staff Member is called back to work after leaving work or is called in on the Staff Member's scheduled day off, the Staff Member shall be paid not less than four (4) hours at the applicable rate unless other arrangements are agreed upon by the Staff Member and the Supervisor.
3. Except in those positions for which split shifts presently exist, no Staff Member shall be required to work a split shift except by agreement of the Staff Member and the Supervisor. If split shifts are agreed upon in positions for which split shifts currently do not exist, a premium shall be agreed upon by the Staff Member, the Union, and the Supervisor. For the purposes of this Agreement, a "split shift" is a shift which has an unpaid break longer than the normal lunch period.
4. All forms of paid time off shall be counted as time worked for purposes of computing overtime; however, the hours paid as a holiday or recess day shall be counted only when the holiday or recess day falls on a day normally worked by a Staff Member. If a person works on a scheduled holiday or recess day, he or she shall have counted the greater of (i) the number of hours actually worked on that holiday or recess day or (ii) the number of hours that would have been counted had he or she not worked on that holiday or recess day.
5. Where practical and feasible, overtime shall be offered evenly among available qualified employees who normally do the specific work in the work unit. Remedies for grievances filed under this Section shall be restricted to awarding future overtime opportunities only.

## ARTICLE XIII

### **Shift Differentials**

1. The work units in which Staff Members work have various arrangements with regard to shift differentials and other premiums for working at various times or on various sched-

ules. Each work unit shall maintain such shift differentials and other premiums at no less than the level in effect on April 3, 1984 and in no event less than five percent (5%) of a Staff Member's hourly rate per hour of work.

2. The hours to be considered the day, evening, and night shifts for purposes of application of this Agreement in any work unit which operates on a three (3) shift basis shall be the same as at present.

## ARTICLE XIV

### **Payroll System**

1. The University's payroll system may require Staff Members to record for each day the Staff Member's hours worked and the appropriate benefit to which the Staff Member considers non-worked paid time should be charged, but such a system will not include time clocks or a system of signing in or signing out except where such conditions presently exist, or any greater "hold-back" of salary than exists at present.
2. All Staff Members shall be paid weekly.
3. Staff Members' paychecks shall itemize the amounts which comprise the gross pay (e.g., regular salary, overtime, holiday pay, sick pay, personal day pay, recess day pay, vacation pay, shift differential, etc.) as well as all deductions.
4. For the purposes of paid time off as described in Articles XX (Sick Leave), XXV (Personal Business Days), XXVI (Vacations), and XXVIII (Death in the Family), the University fiscal years shall begin on July 1 and end June 30 for each fiscal year.

## ARTICLE XV

### **Definition of Seniority**

1. Seniority is a Staff Member's length of service with the University, including both service since the Staff Member's most recent date of hire and periods of prior employment by the

University as specified in Paragraph 2 below. Seniority and the employment relationship shall terminate if the Staff Member:

- (a) Quits;
- (b) Is discharged (for just cause in the case of a non-probationary Staff Member);
- (c) Retires;
- (d) Is laid off for eighteen (18) months;
- (e) Fails to return, or make reasonable arrangements to return, from layoff within fourteen (14) days after the University has sent a notice of recall to the Staff Member's last address in the University's records; or
- (f) Fails to return to work, or make suitable other arrangements with the University, at the end of an approved leave of absence.

2. For purposes of seniority and continuous service as those terms are used in this Agreement; for eligibility for layoff benefits, dental dependent coverage, and extra vacation days as provided by this Agreement; and for salary purposes under this Agreement, Staff Members shall be credited with the total of:

- (a) All time worked in a permanent Clerical and Technical position since the most recent date of hire at Yale;
- (b) All time worked in a permanent Clerical and Technical position at Yale before, and including, any period of layoff of eighteen (18) months or less;
- (c) All time worked in a permanent Clerical and Technical position at Yale before, and including, any break for any reason other than discharge for cause of three (3) months or less,
- (d) One-half (1/2) of all time worked in a permanent Clerical and Technical position at Yale prior to any break other than those described in (b) or (c) above;
- (e) All time worked prior to a break in seniority as a result of leaving the University for child-rearing, if the Staff

Member returns to the University in accordance with Article XXXV (Leaves of Absence), Paragraph 4 of this Agreement.

For purposes of the foregoing five sub-paragraphs, Staff Members, upon rehire, must claim prior service credit within thirty (30) days following the effective date of their appointment. Staff Members shall be notified of this requirement in writing upon being hired. When a Staff Member claims previous service, the University will promptly inform the Staff Member and the Union of the adjusted seniority and salary calculation in writing.

## ARTICLE XVI

### **Promotions and Transfers**

1. All job openings (other than temporary openings) in positions covered by this Agreement shall be posted for fourteen (14) days in locations to be agreed upon by the parties. Such postings shall include the job title, salary grade, department, building, normal work schedule, and a brief description of the job's general duties and responsibilities. If a posted position is not filled within four (4) months of the posting date, the posting shall be canceled and any internal applicants so notified.
2. Staff Members interested in a posted job opening must submit to the University's Department of Human Resources a written application for such opening within the fourteen (14) day posting period.
3. Any Staff Member who submits a resume with a job application shall have that resume included with any application sent to the hiring department.
4. If a Staff Member who applied for the opening is not granted an interview by the hiring department, the University will advise the Staff Member in writing of the reason an interview was not granted within twenty-one (21) days of the successful candidate's acceptance of the position. Copies of these letters

will be sent to the Union. Upon request, a Staff Member will receive this notification by e-mail.

5. The University will advise in writing a Staff Member granted an interview by the hiring department but who is not selected to fill the opening of the reason the Staff Member was not selected within twenty-one (21) days of the successful candidate's acceptance of the position. Copies of these letters will be sent to the Union. Upon request, a Staff Member will receive this notification by e-mail.
6. The parties agree on the principle that, subject to the provisions of this Section, priority for all posted Clerical and Technical job openings shall be given to Staff Member applicants.
7. If more than one qualified Staff Member applies for such an opening, and the University determines that it will award the opening to an internal candidate, the most qualified candidate shall be awarded the opening; if there are no significant differences in skills, qualifications, and experience, the University will award the opening to the Staff Member with the longer service at the University. Hiring Supervisors may elect to relax the posted requirements for a particular opening in order to hire an internal Staff Member.
8. The University may award the opening to an external candidate, if it can demonstrate, in the event a Staff Member or the Union grieves the University's decision, that the external candidate is the most qualified candidate for the opening. In determining that the external candidate is the most qualified candidate, the University will rely on significant differences in skills, qualifications, and experience.
9. Decisions pursuant to Paragraphs 7 and 8 above shall be made based upon the work previously performed in that position, subject to the following sentences. If the opening to be filled is a new position, or if the work to be done is to be materially changed as compared to the work previously performed in that position, then the decision shall be based upon a generic job description that has been prepared by the University. A

grievance regarding the decision to fill the opening may be based in whole or in part upon such a job description.

10. An internal candidate's salary shall not be a basis for a decision to deny an opening to that candidate.
11. Personal characteristics or qualities may be a basis for the award or denial of an opening only where such characteristics or qualities are related to the performance of the job.
12. Grievances about the award of any opening shall be handled in the following manner:
  - (a) Prior to a third step hearing, there must be an opportunity for the Supervisor to provide relevant information used in the selection process to the Union, as well as to hear the Union's initial argument on the merits of the grievance. This can be best accomplished through an initial informal meeting between the Supervisor, the grievant, and his or her Union representative.
  - (b) A request for such a meeting shall be filed within ten (10) days after the grievant has received a letter stating the reason the Staff Member was not selected.
  - (c) The Supervisor will attempt to schedule such a meeting within ten (10) days of the request for such a meeting, or at a mutually agreeable date thereafter if necessary. The Union will not withhold agreement without good cause.
  - (d) If the Union wishes to appeal to the third step, it shall do so within seven (7) days of the meeting with the Supervisor or within seven (7) days after the expiration of the ten (10) day period (referred to in part c), if a mutually agreeable meeting date has not been set. Once the Union has filed the third step appeal, the time limits under Article XXXVI (Grievance and Arbitration Procedure) will apply.
  - (e) Third step hearings shall be conducted in accordance with Article XXXVI (Grievance and Arbitration Procedure). Because the burden of proving the differences

falls on the University, the hiring Supervisor will present his or her case first.

- (f) Upon hearing relevant facts and testimony, the University representative will render a written decision pursuant to current third step time frames.
- 13. The University shall provide the Union, at least every six (6) months, with data showing each position within the bargaining unit filled; the number of internal candidates; the successful candidate, and whether that person was an internal or external candidate; and data summarizing all such awards.
- 14. All Managerial and Professional job openings that are posted shall be posted in the locations agreed upon pursuant to Paragraph 1 of this Article, but shall not be subject to the other provisions of this Article or this Agreement.
- 15. It is understood that this Article does not apply to the situation in which a Staff Member is upgraded to a higher classification as a result of an increase in the Staff Member's duties and responsibilities.
- 16. The University will consider requests from departments to sponsor Staff Members for an H-1B classification in the same manner as it considers requests from departments to sponsor Managerial and Professional employees below Grade 25.

## ARTICLE XVII

### **Job Security**

- 1. (a) The University and the Union agree on the principle that it is not preferable or desirable for any Staff Member to be laid off, or to have his or her regularly scheduled hours of work reduced, or to have his or her months of employment per year reduced, or to have his or her salary grade reduced. To those ends, the University and the Union agree to the provisions below:
- (b) No Staff Member who has completed the probationary period shall suffer any of the consequences listed in

Paragraph 1 above unless the University has no reasonable alternative (including but not limited to instances where a grant is terminated or removed from Yale, or the service performed by the Staff Member is to be discontinued, or a work unit eliminated); or unless such consequences are carried out for reasons which meet the following requirements:

- (i) Such consequences are the result of an actual material change in the conditions affecting the work unit, or in the operation of the work unit involved;
- (ii) They are reasonably required for the promotion or preservation of a primary mission or goal of the work unit or the University;
- (iii) There is an actual reduction in or change in the nature of the work to be performed in the work unit.

In a case where such consequences involve a position(s) funded wholly or partly by grant or contract funds, reasonable efforts will be made, consistent with the purposes of the funds involved, to find alternate funds administered by the same Principal Investigator(s) or Supervisor(s) in order to avoid such consequences. In a grievance procedure, the Principal Investigator(s) or Supervisor(s) may disclose such data respecting the funds under his or her administration which he or she may deem sufficient to demonstrate that such a reasonable effort has been made. Discussion and resolution of any grievance filed over this matter shall be based on data disclosed by the Principal Investigator(s) or Supervisor(s) who has the burden of demonstrating compliance with the obligations of this paragraph, and data the Union presents, but the Union in gathering such data shall not be entitled to require disclosure of records of the University other than data presented by the Principal Investigator(s) or Supervisor(s).

If the University proposes such consequences for a Staff Member, it shall discuss the situation, by no later than the

beginning of the required period of prior notice for layoff provided by this Agreement, with the Staff Member and the Union, and the University shall have the burden of demonstrating that the requirement(s) of this paragraph exist.

The following elements are included in the current layoff process and procedure outlined in this Section (b):

- (1) If the University determines that a layoff of a Staff Member is necessary, it will meet and confer with a representative designated by the Union prior to notifying the Staff Member that he or she will be laid off.
- (2) Prior to notifying the Staff Member, the University will review the Staff Member's department to determine if there is a current vacant or prospective (soon-to-be open) comparable position for which the Staff Member is qualified and able to accept.
- (3) If the same or a comparable position from which a Staff Member is laid off re-opens for any reason while the Staff Member is still within the layoff notification period or in the Interim Employment Pool, the laid off Staff Member will be offered the position.
- (c) Paragraph (b) above shall not be construed to authorize any of the consequences to a Staff Member listed in Paragraph 1(a) above by arbitrarily assigning the work to non-bargaining unit employees of the University or to other employers, even if all the requirements of Paragraph 1(b) are otherwise met.
- (d) All of the foregoing provisions (a, b, and c) shall be subject to the grievance and arbitration procedure of this Agreement. However, in reviewing whether the requirements of Paragraph 1(b) above have been met, the arbitrator may not substitute his or her judgment for what constitutes a primary mission or goal for that of the Faculty Member, Manager, or Supervisor but will determine whether the University has articulated legitimate missions or goals that are not merely pretexts for inflicting upon Staff Member(s) the consequences of

Paragraph 1(a) above. A grievance filed regarding these provisions shall be filed at Step 3. Proceedings shall be expedited such that the final award is received within eighty (80) days after the Step 3 filings, absent mutually agreed upon extensions or extensions made necessary by circumstances beyond the parties' control.

2. If a Staff Member is laid off, the University will guarantee the following:
  - (a) Non-probationary Staff Members shall be given notice of layoff in writing at least ninety (90) days prior to the effective date of the layoff. If such a Staff Member's layoff commences less than ninety (90) days after written notice of layoff is given, the Staff Member's salary will be continued for any straight-time workdays lost, holidays, and recess days, and all fringe benefits will be continued, for the period of up to ninety (90) days after written notice is given.
  - (b) Beginning with the notice of layoff, and for as long as the laid-off Staff Member retains seniority:
    - (i) The laid-off Staff Member automatically will be considered (along with other applicants) in accord with Article XVI (Promotions and Transfers) of this Agreement for any permanent opening in positions covered by this Agreement which are available at the time the notice of layoff is given or which become available thereafter so long as the laid-off Staff Member meets the minimum qualifications posted for the position.
    - (ii) The laid-off Staff Member will be offered an interview with regard to each of such openings; and
    - (iii) With regard to each such opening, the provisions of Article XVI (Promotions and Transfers), Paragraphs 7 and 8, shall be applied, but if there are no significant differences in skills, qualifications, and experience between the laid-off Staff Member and the other candidate(s) for the position, the laid off Staff Member will

be awarded the position. All other provisions of Article XVI (Promotions and Transfers) shall also govern here.

- (iv) Hiring Supervisors may elect to relax posted requirements for a particular opening in order to hire a laid off Staff Member.
- (c) If a laid-off Staff Member has not obtained a permanent opening satisfactory to the Staff Member by the end of the notice period stated above, the laid-off Staff Members may elect to have the Staff Member's salary and all benefits continued after such notice period for the number of weeks equal to the Staff Member's completed years of continuous service at the University, as of the effective date of the layoff, except that this salary continuation shall not be provided a Staff Member with three (3) years of service or less at the effective date of the layoff. Such election is in lieu of either placement in the Interim Employment Pool or a training grant as provided in Section 4 of this Article. The University shall advise eligible Staff Members of their option to elect one of these three alternatives. This continued salary is in addition to any terminal vacation pay to which the Staff Member may be entitled.
- (d) If a laid-off Staff Member has not obtained a permanent opening satisfactory to the Staff Member by the end of the period of continued salary provided by (c) above, the Staff Member's medical insurance coverage shall be continued for the number of months equal to the Staff Member's completed years of continuous service at the University as of the effective date of the layoff, up to a maximum of six (6) months (of which this six-month period shall include any period for which salary is continued pursuant to (c) above).
- (e) During the periods of continued salary and/or benefits provided by (c) and (d) above, if the Staff Member is offered a permanent opening at a salary equal to or greater than the Staff Member's salary at the time of the layoff, and refuses such an offer, the University shall not be required to further continue salary or benefits as provided by (c) and (d) above.

- (f) Any Staff Member who is laid off within eight (8) years of normal retirement date (as that date is defined in the Yale Staff Retirement Plan) and subsequently returns, prior to the termination of the Staff Member's seniority, to a position covered by the Yale Staff Retirement Plan, shall receive credit for the period of such layoff for purposes of continuous service in the Yale Staff Retirement Plan.
- 3. The University and the Union recognize the need to work together to continue to improve the quality and efficiency of the University training and placement services so as to promote rapid placement within the University of Staff Members who have received appropriate notice of layoff and to explore Staff Member promotion and transfer opportunities. This commitment agreed upon by both parties is not meant to be adversarial in nature, but rather a mutual cooperative effort designed to obtain positive results.

To achieve these goals the University and the Union agree to form a labor-management committee, the Job Search Team, to supplement University placement services and job counseling especially as they relate to laid off Staff Members.

- (a) The Team will supplement job counseling and placement services on campus to Staff Members subject to layoff so as to minimize the need to lay off qualified Staff Members.
- (b) The Team will begin work with the affected Staff Member, upon receipt of the layoff notice, to find a permanent position with the University.
- (c) The University agrees to release without loss of pay or benefits the equivalent of three (3) full-time bargaining unit Staff Members to do bona fide Team work. The University will participate in the selection of those Union members assigned to the Job Search Team. The University reserves the right to monitor and verify the activities of the Union representatives to ensure compliance with the spirit and the letter of the agreement. When such bargaining unit Staff Members work less than thirty-seven-and-one-half (37 1/2) hours per week on Job Search Team activities

due to the performance of Union business, the Union will notify the University and the salary for those hours shall be reimbursed to the University by the Union. Records of time spent due to the performance of Union business will be maintained by the Union.

- (d) The Team will have reasonable access to University Supervisors in units which have relevant vacancies and the Team will have timely and complete access to relevant requisitions, postings, candidate referral sheets, candidate summary sheets, offer and rejection letters in connection with openings for which Staff Members who have received notice of layoff have applied. The Team shall also have timely and complete access to all available relevant records relating to casual employment, including data indicating duration of casual positions in each department.
- (e) The Team may communicate with members of the faculty and other Supervisors to determine prospective and anticipated placement needs, appropriate training to meet those needs, and to discuss placement of layoff candidates who meet the posted qualifications.
- (f) All members of the Team shall be notified of hiring decisions regarding positions for which laid off candidates have been considered.
- (g) The University and the Union agree that it is desirable to enhance promotion and transfer opportunities within the criteria stated in the labor agreement. To that extent, the Team and its members, when practical to do so without detracting from its primary responsibility of promoting placement of Staff Members subject to layoff, may work constructively towards that goal.
- (h) The Team may recommend and authorize appropriate incremental training which would benefit particular Staff Members subject to layoff by improving their skills for a present or future opening within the bargaining unit. Such training shall be in-house University training at

the University's expense, or, by unanimous Team recommendation, outside facilities (tuition only). In addition, post-placement training of this type could be authorized, by unanimous Team recommendation, if it would facilitate successful placement. In cases of layoff of Staff Members who have specialized or unique skills not applicable to a reasonable number of positions within the University, the Job Search Team shall continue its practice of offering extended Interim Employment Pool (IEP) time or training where the Team considers it reasonably calculated to enhance a Staff Member's placement prospects.

- (i) The Associate Vice President for Human Resources and the President of Local 34 or their appointed designees will advise the Team as appropriate.
- 4. A non-probationary Staff Member facing layoff who has not accepted a new position before the effective date of layoff may volunteer for placement in the IEP. Such election is in lieu of either the salary continuation provided under Section 2(c) of this Article or a training grant as provided in Section 4(j). Staff Members in the IEP shall receive their full wages and benefits and shall be governed by all provisions of the Local 34 collective bargaining agreement, including discipline, except as modified herein:
  - (a) Staff Members may remain eligible in the IEP for a period defined as follows:

<b>Complete, full years of service</b>	<b>Months in IEP</b>
0	1
1- 5	6
6 +	15

- (b) Staff Members must actively seek permanent positions to remain in the IEP. This is defined as applying for at least fifty percent (50%) of the bargaining unit postings in any three (3) month period in titles in his or her occupational family at the same or next lower salary grade level for which the Staff Member meets the posted qualifications.

- (c) Staff Members who have specialized or unique skills not applicable to a reasonable number of positions within the University, including Staff Members in the agreed upon list of titles, will not count toward the “trigger number” described in Section 4(g).
- (d) A Staff Member laid off from a part-time position who refuses an offer of permanent employment in a full-time position, does not count toward the “trigger number” but would retain any other rights not forfeited under other provisions.
- (e) The Team will work to place every Staff Member in the IEP in a permanent position. It will be the goal of the Team that no Staff Member spend more than three months in the IEP. Staff Members in the IEP must continue to actively look for work (as defined in subparagraph (b). Any job bid grievances of Staff Members in the IEP will have arbitration scheduling priority over other grievances, except terminations. When it is consistent with affirmative action requirements, departments that wish to offer a Staff Member in the IEP a permanent position may do so without posting the position in question.
- (f) Every Staff Member in the IEP shall be available for casual work. The Department of Human Resources shall use its best efforts to provide work assignments for every Staff Member in the IEP. In order to increase the likelihood of having every member of the IEP working, the University will require departments to receive prior authorization from Human Resources before hiring an outside casual employee for a period of longer than one (1) week. Any IEP participant who refuses IEP employment for which he or she is competent to perform forfeits his or her rights to continued participation in the IEP, and continued salary and benefits under Section 4. IEP assignments shall normally be within the Staff Member’s occupational job family. However, a Staff Member assigned outside of his or her job family will be offered and may accept reassignment to a job within his or her job

family if such work becomes available. These reassessments will be made on the basis of University Seniority.

(g) If, at any time, more than thirty (30) Staff Members (the “trigger number”) are in the IEP, the University must offer Staff Members who have completed more than seventy-five percent (75%) of their allotted IEP time either (i) a training grant equal to Section 4(j), or (ii) an extension of the IEP period equal to one-half (1/2) the original IEP period. Staff Members offered either option will no longer count towards the trigger number. However, for Staff Members who receive notice of layoff on or after January 21, 2017, the “trigger number” shall be thirty-five (35) Staff Members in the IEP. Further, Staff Members notified of layoff from the following job titles will be excluded from the “trigger number” count:

Clinical Assistant I, II, III  
Clinical Technologist II, III  
Rehabilitation Counselor  
Health & Safety Technician I, II, III  
Photographer  
Research & Development Technician II, III, IV  
Technical Illustrator

(h) The University and the Union recognize the possibility of Staff Members who are difficult to place and shall exclude them from counting toward the “trigger number” described in Section 4(g). The Job Search Team shall jointly agree on the assignment of Staff Members in the IEP to this category.

(i) A Staff Member who refuses an offer of a permanent position in the same salary grade, or the next lower salary grade, after the effective date of the Staff Member’s layoff will forfeit all further rights under this Article except for seniority and bidding rights as an internal candidate for eighteen (18) months from the date of layoff. A Staff Member who rejects an offer of a permanent position for which he or she has an active application in the same salary grade or the next lower salary grade prior to the date of

layoff will not be counted toward the trigger number and forfeits any right to continued employment or benefits in the IEP, or to the training grant. However, he or she would retain seniority and bidding rights as an internal candidate for eighteen (18) months from the date of layoff.

- (j) A Staff Member subject to layoff, who has not rejected an offer of a permanent position in the same salary grade or to a position to which he or she has applied in the next lower salary grade, at any time prior to the effective date of layoff may elect to accept a training grant for academic or practical training equivalent to one (1) month's salary per year of service up to a maximum of six (6) months' salary. Such election is in lieu of either salary and benefits continuation (Section 2(c)) or IEP participation. Once such an election is made, it is considered irrevocable, and the Staff Member would be under no further obligation to accept offers for permanent positions, or to apply for available positions. Payment of the training money is subject to verification of enrollment and matriculation. Staff Members electing a training grant will not be counted toward the "trigger number" count of Staff Members in the IEP, nor are they permitted to later enter the IEP, but they retain their University seniority and bidding rights as internal candidates for eighteen (18) months from the date of layoff.
- (k) Full-time Staff Members who are laid off from positions scheduled to non-standard shifts and who select the IEP may voluntarily change their work schedules in order to be available for IEP assignments during the standard day shift (Monday through Friday, 8:30 a.m. to 5:00 p.m.). Such Staff Members who also agree to apply for open positions scheduled during the standard day shift will be treated as other Staff Members in the IEP with regard to eligibility towards the "trigger number" count. Full-time Staff Members who are laid off from positions scheduled to non-standard shifts and who select the IEP who are not available for IEP assignments during the standard day shift will be designated as "difficult to place" under Article XVII (Job Security), Section 4(h) and will not be counted

toward the “trigger number” referenced in Article XVII (Job Security), Section 4(g). The preceding conditions shall apply to laid off part-time Staff Members whose work schedules are outside the standard day shift hours.

5. If a layoff occurs among Staff Members working in the same job title, in the same work unit, and working under the same Supervisor (except in those departments or work units where the Staff Members regularly work under different Supervisors from day-to-day or week-to-week), and on the same grant if a grant is involved, the layoff shall be made in reverse order of seniority if there are not significant differences in skills, qualifications, and experience.
6. If a Staff Member’s regular hours or regular months of employment are to be reduced (unless the reduction is requested by the Staff Member), the Staff Member will be provided the same notice of such reduction that would be applicable if the Staff Member were being laid off, and the Staff Member will be treated in accordance with the provisions of Paragraphs 2(b) (i), (ii), and (iii) above.

If the Staff Member’s position is to be reduced to a level below twenty (20) hours per week, the Staff Member shall be considered the same as a laid-off Staff Member.

The Job Search Team will continue its practice, referred to as IEP-B, of allowing certain Staff Members, ineligible for IEP employment, salary and benefit guarantees, to obtain employment through the program when work is available. Also, employees whose work hours are reduced to between twenty (20) and thirty-seven (37) hours will have priority over employees in IEP-B status for available casual assignments. Neither of these provisions obligates the University to specially create assignments, or to pay any Staff Member who is not working in an assignment.

7. For pension purposes, the service of such a Staff Member whose hours or months of employment are reduced shall be credited during any period of such reduction (for up to one [1] year) as though the Staff Member was working at the Staff Member’s former level, and the Staff Member’s salary for

purposes of calculating pension benefits shall be treated as though he or she were working at the Staff Member's former level. If the Staff Member is offered a position at the number of hours or months equal to the Staff Member's hours or months before the reduction, and at a salary equal to or greater than the Staff Member's salary before the reduction, and refuses such an offer, then the University shall not be required to continue pension credit under the terms of this paragraph.

8. When a Staff Member takes a position which the University has reason to believe has a fixed duration, the University shall advise the Staff Member in writing of that fact, and of the expected duration of the position, and shall subsequently advise the Staff Member in writing of any changes in that expected duration about which the University learns. Such information shall also be included in job postings. It is understood that this notice of fixed duration is not the notice of layoff required by Paragraph 2 above.
9. The University agrees not to move a Staff Member involuntarily (i) to another job title, or (ii) to another position with the same job title if the new position is in another organizational unit, or if the skills and responsibilities of the new position are significantly different from those required for the former position.
10. A laid-off Staff Member who returns to a position in the bargaining unit shall be given any salary increase which may have occurred during the period of layoff.
11. (a) Notwithstanding other provisions of this Article, in the event of a single event layoff affecting twenty-five (25) or more Staff Members in the same department, exclusive of grant-funded Staff Members, the University will give notice of layoff in writing at least one-hundred-eighty (180) days prior to the effective date of layoff.  
(b) IEP time will be eighteen (18) months for Staff Members facing a layoff described in Paragraph (a). Such employees who choose the IEP option will have the opportunity to receive training provided by the University in skills

reasonably related to those possessed by the Staff Members or reasonably likely to assist the employees in obtaining continuing bargaining unit employment, or, alternatively, the opportunity to attend training at an approved educational or training institution selected by the Staff Member, with tuition paid by the University in an amount not to exceed three-thousand dollars (\$3,000) except if the Job Search Team agrees to a higher amount. Any affected Staff Member who chooses the IEP option and does not obtain a position after seventy-five percent (75%) of IEP time has expired may select one-half (1/2) of either the training grant option or the salary and benefit continuation option. This Section (b) may also apply to a layoff described in Section 4(c) by mutual agreement.

- (c) The University will offer a Staff Transition Program similar to the model used as a result of the Yale Psychiatric Institute layoffs for Staff Members facing a layoff described in Paragraph (a).

12. Patient Financial Services (PFS)

- (a) “Front-end” patient activities including scheduling, registration, and clinical patient encounters currently provided through PFS will continue to be substantially performed by School of Medicine employees for the term of this Agreement. However, no more than eight (8) positions may be transferred to the Yale New Haven Health Services Corporation during the term of this Agreement provided that no Staff Member suffers layoff as the result of the transfer.
- (b) In the event that non “front-end” PFS functions are to be discontinued, affected Staff Members will be offered one-and-one-half (1 ½ ) times the normal salary continuation per Section 2(c) or training grant per Section 4(j) on a non-precedential basis.
- (c) In the event that individual departments assume the responsibility for PFS bargaining unit employees who perform non “front-end” functions and such functions are discontinued

in concert with any significant discontinuance of PFS, the preceding provisions will apply to affected Staff Members.

13. Staff Members with more than fifteen (15) years of service who do not attain a position by expiration of IEP time shall receive a lump sum amount equal to one week for every two (2) years of service.
14. In any case where a Staff Member facing layoff is at least age fifty (50) but less than fifty-five (55) years-old with fifteen (15) or more years of service a Staff Member who elects the IEP may continue in the IEP until age fifty-five (55).

## ARTICLE XVIII

### **Temporary Employees and Jobs Pipeline Program for New Haven Residents**

1. These principles apply to Temporary Work for the purposes of this Article:
  - (a) University departments have legitimate needs for temporary work of the kind normally performed by Staff Members that fall below thresholds for bargaining unit positions.
  - (b) Therefore, on-call work that falls below thresholds for bargaining unit positions will continue where appropriate.
  - (c) University departments must have an efficient and responsive system for filling temporary Clerical and Technical work needs.
  - (d) Clerical and Technical work normally performed by Staff Members should be performed as much as possible and practicable by Staff Members.
  - (e) The University and its departments should not avoid creating bargaining unit positions by relying on temporary assignments or external temporary labor. Temporary work that has been eliminated in order to avoid violating contractual temporary usage thresholds should not be re-created in order to avoid creating bargaining unit positions.

- (f) Some Clerical and Technical temporary work currently done by multiple people can be done by one person. Some of this work is not transferable because of specialized skills and the timing of work.
- (g) Yale Temporary Staffing Services (YTSS) positions and other bargaining unit positions in University departments based on temporary work should only be created if they will be utilized at full capacity.
- (h) Priority for temporary work assignments should go to Staff Members.
- (i) Creating a path to employment for pre-screened and referred candidates of the New Haven Works program is an interest of the parties involved.
- (j) Temporary assignments are excellent training opportunities.
- (k) Where temporary work provides training opportunities for New Haven Works candidates, departments should pay specific training rates.

2. A Joint University and Union Temporary Employment Board (Board) will oversee temporary work and temporary employees at the University.

- (a) The Board will report to the Union and University Policy Board, which will provide general oversight regarding all provisions of this Article.
- (b) The primary responsibility of the Board will be to ensure University-wide compliance with the provisions of this Article, including any subsequent revisions by the parties.
- (c) The Board will consist of an equal number of Local 34 representatives and University representatives who will have the necessary systems and organizational knowledge, experience and authority to accomplish the goals set forth by this Article. The University representatives will be appointed by the Vice President for Human Resources and the Union representatives will be appointed by the President of Local 34.

- (d) The Board shall jointly design and provide oversight to the Temporary Employment Office (TEO, see Section 2(g) below) which shall be managed by the University.
- (e) The Board will meet no less than monthly to review and monitor the progress of the program and to review the operation of the TEO.
- (f) The Board will regularly review temporary employment activity in the Bargaining Unit positions to assess the effectiveness of the Yale Temporary Staffing Services (YTSS, see Section 2(h) below), and it will work collaboratively with the TEO to promote and maintain program effectiveness.
- (g) Temporary Employment Office (TEO). Within six (6) months of the signing of this Agreement, the Department of Human Resources, in collaboration with the Temporary Employment Board, will create a Temporary Employment Office (TEO) to manage the deployment of temporary employees to requesting departments.
  - (i) The TEO will design and develop the methods and means to monitor, measure, report and track temporary employees at Yale.
  - (ii) The TEO will be responsible for the day-to-day management of a temporary floater pool, Yale Temporary Staffing Services (YTSS).
  - (iii) The Department of Human Resources and the Board will jointly design appropriate job descriptions as necessary.
  - (iv) The recruitment and selection of the TEO staff will be the responsibility of the Department of Human Resources. Union representatives of the Board will participate in the interview process and provide input on the hiring decision(s).
  - (v) The University in consultation with the Board will determine the staffing levels for the Office.

- (vi) The TEO will provide the Union monthly, in a format to be agreed upon, a report of temporary employment activity in bargaining unit positions.
- (h) Yale Temporary Staffing Services (YTSS). The University will create and maintain Yale Temporary Staffing Services, a temporary floater pool staffed with bargaining unit Staff Member positions.
  - (i) YTSS positions will be bargaining unit positions and will be posted and filled under the same terms as other bargaining unit positions.
  - (ii) Staff Members in the YTSS shall be available for temporary work that is appropriate for the Staff Member's skill set. The Staff Members will have the required skills, proficiency, education, training, and certification necessary to successfully perform the required duties.
  - (iii) Because a Staff Member in the YTSS may be assigned to a variety of University departments, successful internal and external candidates for YTSS positions will be subject to background checks in the same manner as other Staff Members.
  - (iv) Successful external candidates (i.e. candidates from outside the bargaining unit) for YTSS positions are subject to the normal ninety (90) day probationary period, but the TEO may, by agreement with the Union, extend the probationary period up to one hundred eighty (180) days upon timely notice to the Union before the expiration of the normal ninety (90) day probation. The Union agrees that extension approvals will not be unreasonably denied.
  - (v) In order to maximize the stability of the YTSS workforce, Staff Members in the YTSS shall not be eligible to bid on other University positions for six (6) months after being hired in the YTSS.
  - (vi) Staff Members in the YTSS shall be entitled to vacation, sick and personal time in the same manner

as other Staff Members, i.e., based on their date of hire relative to the effective date of the new paid time off provisions.

- (vii) Staff Members in the YTSS may be required to work on holidays and recess days. Staff Members required to work on such days will be paid at straight time for recess days and at time-and-a-half for holidays. Staff Members hired by the University before the new paid time off provisions become effective who are required to work on such days, will be entitled to alternative paid time off at the rate of one (1) hour per hour of holiday or recess time worked. Staff Members may utilize the accrued alternative paid time off at the time desired by the Staff Member so far as possible. The Department's agreement to scheduling of alternative paid time off shall not be unreasonably denied, bearing in mind the operational needs of the Department.
- (viii) YTSS positions are subject to the same performance evaluations as other Staff Members. The TEO will utilize regular feedback from assignments in order to inform and complete Staff Members' performance evaluations.
- (ix) The Board, the Department of Human Resources and the TEO will annually review and evaluate the progress and effectiveness of the YTSS. Measures for success will be jointly developed, including, but not limited to: length of assignment, utilization, turnover, financial impact, Staff Member feedback and client Department feedback.
- (x) This section does not prohibit departments from creating permanent bargaining unit floater positions. Bargaining unit floater positions will be subject to the same terms and conditions as regular bargaining unit employees covered by the Agreement.
- (xi) In combination with the IEP, the YTSS will serve as the initial source of temporary employees for

University departments' temporary Clerical and Technical staffing needs.

- (a) All University departments requiring the services of temporary employees shall notify the TEO of the department's specific needs. All direct-hire, potential direct-hire, and agency temporary employees will be reported to the TEO.
- (b) For departments requiring the services of temporary employees for greater than one week's duration, the TEO will secure the employment of the temporary employee(s) through the IEP and/or the Temporary Floater Pool or, if there are no qualified employees available in these two sources, through approved outside temporary agencies or the direct employment of temporary employees.
- (c) Departments requiring the services of temporary employees for less than one (1) week's duration with authorization from the TEO may be referred to approved outside temporary agencies or the direct employment of temporary employees.
- (d) Departments requiring the services of temporary employees with highly specialized skill sets may be referred to jointly-approved outside temporary agencies or the direct employment of temporary employees registered with Human Resources.

3. For the purposes of this Article, all work normally performed by Staff Members that does not meet contractual thresholds for bargaining unit positions shall be considered temporary work. Questions of inclusion or exclusion of temporary work for the purposes of this and the following sections, including Clerical and Technical work that is excluded under Article I (Recognition) of this Agreement between Yale University and Local 34, Federation of University Employees, shall be examined and resolved in an interest-based manner by the parties, and shall be based on sharing of all pertinent information.

4. Temporary employees covered by this Article shall not be considered Staff Members unless they are Staff Members in the Interim Employment Pool (IEP) or the YTSS. New Haven Works program participants employed at the University through provisions in Sections 5, 6 and 7 of this Article or in Jobs Pipeline Apprenticeships as described in Section 8 of this Article shall not be considered Staff Members unless hired into bargaining unit positions.
5. Temporary usage threshold:
  - (a) Temporary Employees: Unless waived by the Union, temporary employees who work twenty-three (23) weeks in a paid twenty-six (26) week period, twenty (20) or more hours per week in the same department will become employees in the bargaining unit represented by Local 34 with seniority equivalent to time worked in the assignment.
  - (b) Temporary Work:
    - (i) Unless waived by the Union or excluded per Section 7(a) of this Article, it is understood that if two or more temporary employees hold the same job title in a department and/or perform the same or similar work, that work shall be considered only one position and trigger the posting of a position according to Section 5(d).
    - (ii) Unless waived by the Union or excluded per Section 7(a), it is understood that if two (2) or more temporary employees hold the same job title in a department and/or perform the same or similar work in consecutive assignments, that work shall be considered only one (1) position and trigger the posting of a position according to Section 5(d).
  - (c) As of September 30, 2012, the parties will examine the number of current violations of the usage threshold as defined in Section 5(a)(b). For each violation, the parties will agree to:
    - (i) Post a position; or,
    - (ii) Waive a posting in order to hire an incumbent temporary employee; or,

- (iii) Eliminate the work; or,
- (iv) Create a position in the YTSS. These positions will be subject to the hiring priority order in Section 5(d)(i).

(d) At a date to be determined by the parties and after the resolution of current violations under Section 5(c), violations of the Sections 5(a) and 5(b) threshold will be treated in the following manner:

- (i) The department will post a position equivalent to the job worked by the temporary employee(s) and fill it according to the following hiring priority order:
  - (a) First, a qualified IEP candidate;
  - (b) Second, a qualified non-IEP layoff candidate;
  - (c) Third, a qualified internal candidate;
  - (d) Fourth, a pre-screened and referred NewHaven Works candidate;
  - (e) Fifth, the incumbent temporary employee or an external candidate.
- (ii) If an incumbent temporary employee is not the candidate selected for the position, he or she will be placed in the YTSS or granted layoff status and placed in the IEP. The parties will agree on the option chosen and will problem-solve on the length of time the employee is in the IEP, which shall not exceed two (2) months. Incumbent temporary employees placed in the IEP will not count towards the “trigger number.” Incumbent temporary employees hired through the provisions of this section and Section 5(c) will not serve the probationary period and will be granted seniority equivalent to time worked in the assignment.
- (iii) In limited circumstances, a department may appeal to the Union and the University for exemption from the requirement to post a position when Sections 5(a) and 4(b) usage thresholds are violated. The Union

and the University will examine the violation and jointly decide the remedy in these cases.

6. Filling Requisitions for Temporary Work Assignments

- (a) All requisitions for temporary work assignments will be filled in the following order:
  - (i) First, Staff Members in the IEP;
  - (ii) Second, Staff Members in the YTSS;
  - (iii) Third, pre-screened and referred New Haven Works candidates;
  - (iv) Fourth, external temporary employees.
- (b) Prime Temporary Work Assignments. Prime Temporary Work Assignments are primarily intended to maximize rehire and job training opportunities for laid-off Staff Members and to provide training and employment opportunities for pre-screened and referred New Haven Works candidates. There is no guarantee that serving in prime temporary work assignments will lead to hire or rehire into bargaining unit positions:
  - (i) Definition of Prime Temporary Work Assignments:
    - (a) Coverage for open job vacancies.
    - (b) Coverage for leaves of absence.
    - (c) Assignments that are fifteen (15) hours per week or more and at least twelve (12) weeks in duration.
  - (ii) Staff Members in the IEP will be given Prime Temporary Work Assignments in their current or "desired" job title(s).
    - (a) The Union and the University, with the Job Search Team, will evaluate and improve the current process of assigning Staff Members in the IEP with the goals of maximizing opportunities for placement into Prime Temporary Work

Assignments at full capacity and reemployment into bargaining unit positions.

(b) Staff Members in the IEP will continue to be available for other assignments if no prime temporary work assignments are available through process improvements resulting from the above.

(iii) New Haven Works Candidates

(a) Prime Temporary Work Assignments in all Labor Grades A and B and the following list of Labor Grade C titles not assigned to the IEP or the YTSS will be reserved for available pre-screened and referred New Haven Works candidates.

Description	Job Code	Grade	Family
Account Assistant III	502	C	Accounting/Financial
Administrative Assistant	652	C	Secretarial
Animal Technician III	627	C	Research
Athletic Attendant II	669	C	Service
Autopsy Technician I	525	C	Clinical
Clinical Receptionist II	694	C	Support Service
Data Control Assistant	551	C	Data Processing
Financial Assistant III	506	C	Accounting/Financial
Health/Safety Technician I	629	C	Research
Hematology Technician	526	C	Clinical
Laboratory Assistant III	605	C	Research
Medical Assistant (Certified)	538	C	Clinical
Medical Records Technician	699	C	Support Service
Office Assistant III	703	C	Support Service
Payroll Assistant III	510	C	Accounting/Financial
Pharmacy Technician	709	C	Support Service
Printing Assistant II	739	C	Technical Support
Purchasing Assistant	706	C	Support Service
Research Assistant I HSS	606	C	Research
Service Assistant II	671	C	Service

- (b) The parties will make every effort to employ pre-screened and referred New Haven Works candidates who desire to work at FTE levels the opportunity to do so either in single or multiple temporary work assignments.
- (c) Waivers to employ external temporary employees
  - (i) For temporary assignments of less than one (1) week, if no qualified IEP Staff Members or pre-screened and referred New Haven Works candidates are available, requisitioning departments shall be granted waivers to employ external temporary employees.
  - (ii) For temporary assignments of more than a week, if no qualified IEP Staff Members or pre-screened and referred New Haven Works candidates are available, the TEO will secure external temporary employees.
  - (iii) For intermittent work as defined through processes in Section 7(a), departments shall be granted waivers to employ temporary employees.
  - (iv) The following provisions will apply to the length of time external temporary employees may work at the University.
    - (a) No temporary position that is continuous, regularly scheduled, and predictable shall continue in the same budgetary unit for more than six (6) months during any twelve (12) month period (except as a substitute for a Staff Member on leave of absence).
    - (b) No temporary position (as limited by the following sentence) that is discontinuous and irregularly-scheduled shall continue in the same budgetary unit for more than twenty (20) weeks during any twelve (12) month period (except as a substitute for a Staff Member on leave of absence). It is understood that if two (2) or more Staff Members hold the same job title in a defined work area and/

or perform the same or similar work, the work performed by such Staff Members shall be considered only one (1) position for purposes of applying the preceding sentence.

- (1) No discontinuous and irregularly scheduled temporary employee shall be used in the same defined work area for more than twenty (20) weeks during any twelve (12) month period.
- (2) The “defined work areas” referred to above are those that have been identified by mutual agreement.
- (c) The use of temporary employees may, however, exceed the limitations stated in Paragraphs (a) and (b) above by mutual agreement with the Union and such agreement shall not be unreasonably withheld.
- (d) The University in cooperation with the Union will establish uniform rates for external temporary employees for each salary grade.
- (e) The University will provide to the Union on a weekly basis all Clerical and Technical temporary job requisitions electronically.

7. Assessment of Temporary Staffing of Clerical & Technical (Local 34) Work

- (a) Every six (6) months, the University and the Union will jointly review the previous six (6) months of temporary usage within each job family and job title. The parties will determine how many full-time equivalent (FTE) Staff Members it would have taken to perform the work, based on usage trends, how temporary assignments might be combined, and recognizing that FTEs would have paid time off. This analysis will guide the further growth and development of the YTSS and the creation of bargaining unit positions in University departments. The parties recognize that some temporary work:

- (i) Requires rare and specialized skill(s);
- (ii) Must be performed by multiple people at the same time;
- (iii) Is seasonal or intermittent and not normally performed by Staff Members, such as Athletic Ticket Takers, Camp Counselors, Commencement Workers, etc.

Based on the above categories, the parties will compile a list of the temporary work to be excluded from the review of temporary usage and determination of FTEs. Where data is not yet available, the parties will make reasonable extrapolations based on the data available.

The University and the Union will continue to test and refine methodology to forecast future temporary work needs based on actual usage during six (6) month intervals.

- (b) Posting and Filling of Positions by YTSS and Other University Departments Based on Assessment of Temporary Staffing
  - (i) Posting. The University will post positions based on the assessment described in Section 7(a).
    - (a) YTSS
      - (1) The initial group of positions will number twenty (20) with titles to be jointly decided based on data analysis and initial review of temporary work.
      - (2) The Temporary Employment Board is authorized to add positions to the YTSS at any time if the usage analysis indicates the need to do so, as long as the total number of positions in the YTSS does not exceed thirty-five (35). The University may choose to staff the YTSS with more than thirty-five (35) positions. However, the goal will be to fully staff the YTSS according to the needs of University departments by the examination of temporary work usage.

(b) Other University Departments

- (1) The University may choose to create positions in departments instead of in the YTSS based on the Section 7(a) assessment.
- (2) The University may additionally choose to eliminate temporary work based on the assessment.

(ii) Filling of YTSS positions. If there are three (3) or more qualified candidates for YTSS positions from any of the following categories, one of these candidates will be hired into the position and receive a trial period of ninety (90) days in the case of an IEP or non-IEP layoff candidate, or forty-five (45) days in the case of an internal or New Haven Works candidate. Hiring preferences for positions posted as a result of this process will be in the following order:

- (a) First, a qualified IEP candidate;
- (b) Second, a qualified non-IEP layoff candidate;
- (c) Third, a qualified internal candidate;
- (d) Fourth, a pre-screened and referred New Haven Works candidate.

(iii) The YTSS or a department hiring Supervisor may elect to relax the posted requirements for a particular opening in order to hire a laid off Staff Member, an internal Staff Member or a pre-screened and referred New Haven Works candidate.

8. University/Local 34 Jobs Pipeline Program for New Haven Residents

(a) Structure and Partnership:

- (i) The Union and University Policy Board will create and oversee a jobs pipeline program to hire New Haven residents into bargaining unit Clerical and Technical positions.

- (ii) Under the guidance of the Director of New Haven Community Hiring Initiatives and in partnership with Local 34 leadership and New Haven Works, the parties will develop partnerships and training programs with University schools, departments and programs that will lead to training and/or employment for pre-screened and referred New Haven residents.
- (b) New Haven Residents Hiring Commitment
  - (i) The University will commit to the following goals:
    - 1) over the duration of this Agreement, thirty-five percent (35%) or more of Local 34 new hires will be New Haven residents; 2) over the duration of this Agreement, ten percent (10%) or more of Local 34 new hires will be from New Haven Works, provided there are pre-screened and referred candidates sufficient in number to meet this goal. The parties agree to revisit this goal yearly.
  - (ii) The Union and the University will jointly agree on a method to count and track hires into bargaining unit positions through this commitment.
  - (iii) The Union and the University will establish one (1) or more training programs for pre-screened and referred New Haven Works candidates. Program features applicable to these training programs are described in Section 8(c) and (d).
  - (iv) The Union and the University will examine and make recommendations to overcome current barriers to employment of the Reentry population.
- (c) University/Local 34/New Haven Works Jobs Pipeline Apprenticeships
  - (i) Pre-screened and referred New Haven Works candidates employed in temporary work assignments, training assignments or hired into bargaining unit positions at the University will be designated Jobs

Pipeline Apprentices and their assignments will be designated Jobs Pipeline Apprenticeships.

- (a) Temporary work assignments employing Jobs Pipeline Apprentices shall be subject to the usage thresholds in Sections 5 and 6(c).
- (ii) The Union and the University will design a program of incentives for University departments to employ Jobs Pipeline Apprentices, including the following:
  - (a) Jobs Pipeline Apprentices employed in temporary or training assignments will be paid at a scale which is two dollars (\$2.00) below the current Yale Local 34 minimum rate for the grade of the job.
  - (b) The University may provide funding to subsidize Jobs Pipeline Apprenticeships for training assignments or bargaining unit jobs in designated departments. This funding will count toward the University's contribution to the New Haven Works program.
- (iii) Postings for any position may be waived to hire Jobs Pipeline Apprentices.
- (iv) The pre-posting process for bargaining unit positions that applies to Staff Members in layoff status will also apply for Jobs Pipeline Apprentices except that the period will be one (1) instead of seven (7) days.
- (v) University departments may relax job requirements to provide opportunities for job training, temporary work, or bargaining unit jobs to Jobs Pipeline Apprentices.
- (vi) The parties will explore a Mentorship Program for Staff Members to train Jobs Pipeline Apprentices in training assignments, temporary work assignments or bargaining unit jobs.

(d) University/Local 34 Jobs Pipeline Departments

- (i) The University and the Union will work to identify University/Local 34 Jobs Pipeline Departments within

six (6) months of the ratification of the Agreement. There will be a minimum of five (5) Jobs Pipeline Departments by this date and a goal of ten (10) departments within a year of ratification.

- (ii) Departments with high rates of recent hiring will be targeted for this program.
- (iii) In conjunction with the parties, Jobs Pipeline Apprenticeships in these departments will be created to provide training and/or bargaining unit employment opportunities for pre-screened and referred New Haven Works candidates. Program features in Section 8(c) will apply to department Jobs Pipeline Apprenticeships.
- (iv) Within these departments, job titles will be designated for Jobs Pipeline Apprenticeships. Titles with high rates of recent hiring will be targeted for this designation in addition to the job titles identified in Section 6(b)(iii).
- (v) Hiring preference for bargaining unit positions in designated Jobs Pipeline Apprenticeship job titles within these departments will be in the following order:
  - (a) First, qualified IEP Staff Members;
  - (b) Second, qualified non-IEP laid off Staff Members;
  - (c) Third, qualified internal Staff Members;
  - (d) Fourth, pre-screened and referred New Haven Works candidates.

9. The definitions and limitations of this Article shall not apply to the employment of Yale undergraduate students who perform the kinds of work normally performed by Staff Members.

## ARTICLE XIX

**Health Insurance**

## 1. Yale Health (See Appendix IV, Yale Health Plan Design)

- (a) A Staff Member may participate in Yale Health and the University shall contribute one hundred percent (100%) of the premium for such plan for a Staff Member and the Staff Member's dependents (as presently defined in the plan).
- (b) The enrollment fees below apply to Yale Health participants hired on or after January 20, 2017 who have not previously satisfied the enrollment fee requirements.

Coverage Level	Fee	Period
Employee	None	
Employee + Child(ren)	\$10	20 Weeks (1st year)
Employee + Spouse or Employee + Family, <b>and</b> either: a. Spouse without access to employer health care or b. Spouse enrolled in health care at the spouse's employer	\$10	30 Weeks (1st year)
Employee + Spouse or Employee + Family, <b>and</b> : a. Spouse with access to but not enrolled in health care at the spouse's employer	\$12.50	50 Weeks (per year)

## (c) Administration of Enrollment Fees:

- (i) Any Yale Health member with one or more child(ren) as the only enrolled dependent(s) will pay a one-time enrollment fee of two-hundred dollars (\$200). This fee will be paid in ten dollar (\$10) weekly increments until two-hundred dollars (\$200) in enrollment fees has been paid.
- (ii) Any Yale Health member with an enrolled spouse who either has no access to employer-sponsored medical coverage or enrolls in such coverage will pay a one-time enrollment fee of three-hundred dollars (\$300). This fee will be paid in ten dollar (\$10) weekly increments until three-hundred dollars (\$300) in enrollment fees has been paid.

(iii) Any Yale Health member whose enrolled spouse declines to enroll in available employer-sponsored medical coverage will pay a recurring annual enrollment fee of six-hundred-and-twenty-five dollars (\$625) per year. This fee will be paid in twelve-dollars-and-fifty cent (\$12.50) weekly increments until six-hundred-and-twenty-five dollar (\$625) in enrollment fees has been paid in a plan year.

In cases when a hire date or a spouse's decision to decline available coverage comes toward the end of a plan year, a Yale Health member subject to the recurring annual enrollment fee may not have the full fee deducted within that plan year. Instead, the twelve-dollars-and-fifty cent (\$12.50) per week payments will restart in the new plan year, not to exceed the annual maximum of six-hundred-and-twenty-five dollar (\$625) per plan year.

- (d) Administration of Enrollment Fees in Cases When Dependent Enrollment Changes:
  - (i) All previous enrollment fee payments will be applied toward one-time fee requirements.
  - (ii) All previous enrollment fee payments will be applied toward the recurring annual fee requirements for the year in which they are paid.
2. Select Network (POS) Plan (See Appendix V, Aetna Select POS and Legacy POS Plan Designs)
  - (a) A Staff Member employed for three (3) years or more may elect the Select Network POS Plan (the Aetna Select Network POS Plan as of the time of the settlement of this agreement).
  - (b) If a Staff Member elects such option, the Staff Member will contribute a percentage of the premium each month for that month's coverage in accordance with the following schedule:

Coverage Level	2017	2018	2019	2020	2021	2022
Employee	14%	14.75%	15.5%	16.25%	17%	17%
Employee & Child(ren)						
Employee & Spouse						
Employee & Family						

Monthly payments for the plan described above will be scheduled on an appropriate weekly basis.

- (c) In rare cases a Staff Member with less than three (3) years of service may be allowed to enroll in the Select Network POS Plan prior to completing three (3) years of service but only with mutual agreement of the parties.

3. Legacy POS Plan (See Appendix V, Aetna Select POS and Legacy POS Plan Designs)

- (a) The Legacy POS Plan (the Aetna POS II Plan as of the time of the settlement of this agreement) is closed to new enrollees. This POS Plan will continue to be available to any Staff Member who meets either of the following conditions:
  - (i) Was enrolled on January 20, 2013 and remains continuously enrolled in this Legacy POS Plan.
  - (ii) When mutually agreed to by the parties, a member who changes enrollment from the Legacy POS Plan to Yale Health during Annual Enrollment and with the next Annual Enrollment elects to revert back to the Legacy POS Plan. If the Legacy POS Plan is not reelected during the next Annual Enrollment, the Legacy POS Plan will not be an option at any future date.
- (b) A Staff Member enrolled in this Legacy POS Plan will contribute a percentage of the premium each month for that month's coverage in accordance with the following schedule:

Coverage Level	2017	2018	2019	2020	2021	2022
Employee	14%	14.75%	15.5%	16.25%	17%	17%
Employee & Family	12%	12.75%	13.5%	14.25%	15%	15%
Employee & Child(ren)						
Employee & Spouse						

Monthly payments for the plan described above will be scheduled on an appropriate weekly basis.

4. If a Staff Member elects any other Health Maintenance Organization (HMO) offered by the University in lieu of the above plans, and the subscription charge required for the Staff Member's participation in the HMO is greater than the amount required under Section 1, the University will pay an amount equal to what it would have contributed under Section 1 above and the Staff Member will contribute an amount equal to the balance of the required premium. In all cases where payment by a Staff Member is required for participation, the University will deduct such payment from the Staff Member's wages upon receipt of a written authorization for such purpose from the Staff Member. Monthly payments for the plans described above will be scheduled on an appropriate weekly basis.

5. Health Expectations Program

- (a) The University and the Union agree to implement a Health Expectations Program to improve the health of Staff Members and spouses covered by the University's health plans (See Supplemental Agreement VIII, Addendum C, Health Expectations Program Table).
- (b) The Health Expectation Program's health care requirements will apply to enrolled Staff Members and their covered spouses (See Appendix VI, Health Care Requirements Table and Supplemental Agreement VIII, Addendum D, Health Care Requirements Clarifications).
- (c) Staff Members may opt-out of this program on a quarterly basis. The initial opt-out fee is twenty-five dollars (\$25) per week, with increases in subsequent years. The parties will establish a methodology for how the opt-out fee will

increase in 2019 and the remaining years of this Agreement. If the parties do not agree on a method or increase prior to September 15 of each year, the opt-out fee for the following year will increase or decrease in the same percentage as any increase or decrease in the full premium of the health plans.

(d) The opt-out fee will not apply to bargaining unit employees who have retired prior to January 21, 2017 or their covered spouses. These employees and their covered spouses will, however, be eligible and encouraged to participate in the Health Expectations Program.

6. Health Benefits Enhancement Team

(a) The parties will work in partnership to improve the quality of care and service and to control costs in the University's health benefit plans. (See Supplemental Agreement VIII, Addendum A, Health Benefits Enhancement Team). The Health Benefits Enhancement Team will have primary responsibility for overseeing this joint work.

(b) As part of this partnership, the parties will:

(i) Showcase Yale Health and continue Union-Management partnership activity at Yale Health. For initiatives related to this agreement, the Union-Management Leadership Team will oversee joint Union-Management projects at Yale Health. (See Supplemental Agreement VIII, Addendum B, The Union-Management Partnership at Yale Health.)

(ii) Design and provide oversight for the implementation and ongoing operation of the Health Expectations Program to maximize the participation of covered employees and covered spouses in preventive services and in care management.

7. Cessation of Benefits: A Staff Member's and the Staff Member's dependents' coverage under the applicable medical plans shall cease at the end of the month following the month in which the Staff Member ceases to be a Staff Member, except as provided in Article XVII (Job Security) and except that a

former Staff Member may convert the applicable group coverage to direct payment personal coverage where that option is available or continue to participate in the applicable plan for up to eighteen (18) months after termination by paying the full cost of COBRA coverage. The University shall continue to contribute its share of the premium of the applicable plans for a Staff Member who is laid off for the month in which the Staff Member is laid off and for the following month, except as otherwise provided in Article XVII (Job Security). A Staff Member granted a leave of absence may continue participation in the plans in accord with Article XXXV (Leaves of Absence). Staff Member premium contributions for the month following the month in which the Staff Member ceases to be a Staff Member will be deducted in the final month of employment.

8. Medical Benefits Administration

- (a) All benefits provided by this Article are subject to the provisions of the applicable insurance policy or plan.
- (b) The University may change or renew the carriers used to provide any group insurance plan benefits or may self-insure any of such benefits; provided, however, the University will not diminish the benefits or unduly complicate the claims handling procedures except pursuant to agreement with the Union.
- (c) The University will not diminish the benefits provided Staff Members by Yale Health except pursuant to agreement with the Union.

9. The University shall make available to Staff Members a Dental Care Plan providing dental benefits at least comparable to those described by the Blue Cross "Co-Pay Plan" in effect as of January 23, 1985, modified to provide for one-hundred percent (100%) reimbursement for "Dental Listed Benefits A through D", and eighty percent (80%) reimbursement for "Dental Listed Benefits E through I", and the equivalent of Blue Cross Rider A - Additional Basic Benefits. A summary of those listed benefits is attached to this Agreement as Appendix II (Schedule of Dental Benefits). Any plan provided

by the University (i) shall be one which utilizes dentists with guaranteed and published rates for specified services and (ii) shall include a number of dentists mutually agreeable to the University and the Union, the determination of such number of dentists not being subject to grievance or arbitration. Staff Members who wish to have eligible dependents covered by the plan may elect to do so by contributing the cost of such additional coverage, but Staff Members who have completed eighteen (18) months or more of continuous service at the time of election are required to pay only one-half (1/2) of the additional cost for such dependent coverage. If the premium required for the Staff Member's participation in the Dental Care Plan is greater than the amount the University is obligated to contribute under this section, the University will deduct from the Staff Member's pay, upon receipt of a written authorization for such purpose from the Staff Member, the additional amount required for full payment of the premium.

10. The University will provide a life insurance policy in the face amount of five-thousand dollars (\$5000) for a Staff Member with ten (10) years of credited service who both retires from the University and commences receiving benefits from the Yale Staff Retirement Plan.
11. For a retired Staff Member who was a participant in the University's group health insurance plans, or in a sponsored HMO, or in the Yale Health Plan at the time of retirement and is by virtue of his or her age ineligible for Medicare, the University shall contribute all or a portion of the premium for an individual contract covering the Staff Member as scheduled below:
  - (a) For retirees employed prior to January 20, 2013 with twenty (20) or more years of credited service on the date of retirement, the University will contribute one-hundred percent (100%) of the same amount that it would contribute if the Staff Member continued to be employed by the University.
  - (b) For retirees employed on or after January 19, 1992 and prior to January 20, 2013 with ten (10) but less than twenty (20) years of credited service on the date of retirement, the University will contribute eighty percent (80%) of the

same amount that it would contribute if the Staff Member continued to be employed by the University.

- (c) For retirees employed on or after January 20, 2013, the University will contribute according to the following schedule based on years of service on the date of retirement:

Service in Years	Age less than 60	Age 60 or greater
1-9	Not Eligible	Not Eligible
10 - 14	Not Eligible	30%
15 - 19	Not Eligible	50%
20 - 24	50%	80%
25 - 29	70%	90%
30 or more	100%	100%

- 12. If (or when) the retired Staff Member is eligible for Medicare, the Staff Member's University group health insurance plan participation, or sponsored HMO or his or her Yale Health Plan participation or other coverage, if any, shall be discontinued, and the University shall contribute toward the cost of a retiree health insurance package that will include Medicare Part B, Blue Cross 65 High Option, Blue Shield 65 D Plan 81 and the Yale University Major Medical Plan, or other plans with equivalent coverages.
  - (a) For Staff Members who retire after January 1, 1998, a new mutually acceptable Medicare Risk HMO selected according to the criteria in Section 12(b) below will become the standard, no contribution retirement medical care option for retirees age 65 and over and their eligible dependents.
  - (b) The mutually acceptable Medicare Risk HMO will have co-pays and primary features at least equivalent to the US Healthcare Medicare 5 plan plus an unlimited prescription rider after a ten dollar (\$10) per prescription co-pay and an out of network option after co-pays and deductibles are met. Among plans meeting these criteria, the primary selection criteria will be objective evidence of quality of care and strong panels in primary care and important specialties in Connecticut and especially in the New Haven

area. If these are also relatively equal, secondary selection criteria may include premium cost and easily available shorter term out of state coverage.

- (c) A Medicare Supplement package will continue to be offered as an optional coverage for a monthly premium. For 2017 the premium will be sixty-six dollars and fifteen cents (\$66.15) for the retiree and sixty-six dollars and fifteen cents (\$66.15) for the eligible dependent. Premiums will increase annually by the same percentage as the underlying plan.
- (d) University contributions to the retiree health benefits outlined in Section 12(a) and 12(c) will be made according to the hire dates, years of service, and schedules as outlined in Article XIX (Health Insurance), Section 11(a) through Section 11(c).
- (e) The University will continue to pay one-hundred percent (100%) of the Medicare Part B contribution for retirees age 65 and over employed prior to January 20, 2013 and their eligible dependents.

13. For a Staff Member who both retires from the University on or after January 18, 1992 and commences receiving benefits under the Yale Staff Retirement Plan, the University shall contribute toward the health insurance of that Staff Member's eligible dependent in the same manner and at the same level as afforded the retiree. When (or if) the eligible dependent is eligible for Medicare (age 65 or over), participation in the group insurance, the HMO or Yale Health Plan will be discontinued and the contribution to health insurance will be made in the same manner and at the same level as afforded to a retiree who is eligible for Medicare.

## ARTICLE XX

### **Sick Leave**

- 1. A non-probationary Staff Member required to be absent from work because of the Staff Member's illness or injury shall be entitled to sick leave with pay for the straight-time hours not

worked by the Staff Member due to such illness or injury to the extent of the Staff Member's sick leave allowance.

2. A Staff Member's sick leave allowance shall be twelve (12) days per fiscal year, except that for the fiscal year in which the Staff Member is hired, the Staff Member's sick leave allowance shall be one (1) day for each month in which the Staff Member has worked. Sick leave unused in any fiscal year may be carried forward to succeeding fiscal years, up to a maximum accumulation of two hundred four (204) days for Staff Members hired before July 1, 2009, and two thousand seven hundred fifty two (2,752) hours for Staff Members hired on or after July 1, 2009.
3. A Staff Member required to be absent due to illness or injury must notify his or her Supervisor at the commencement of such absence and thereafter as is reasonably required by the Supervisor during the duration of the absence, unless the Staff Member's condition prevents giving such notification.
4. In cases of suspected malingering the University may require evidence of a Staff Member's illness or injury or a medical examination by the University before payment for sick leave is given.
5. The University may require, at its expense, evidence of a Staff Member's health status or a medical examination of the Staff Member by the University prior to a Staff Member's return to work from major surgery, contagious infection, or protracted or serious illness or injury.
6. Sick leave may be used in hours or days. A day, for purposes of this Article, is the number of hours determined by dividing the Staff Member's scheduled hours of straight-time work in a normal two (2) week period by ten (10).
7. A Staff Member shall be advised in writing at least once annually of the Staff Member's unused accumulated sick leave days.
8. If a Staff Member with at least one (1) year of service dies while on the active payroll of the University, the Staff Member's beneficiary designated to receive the payment provided by Article XXII (Life Insurance) shall be paid any

unused accumulated sick leave pay which would have been payable to the Staff Member if the death had not occurred.

9. Retirement. Any Staff Member who retires will be paid out fifty percent (50%) of the Staff Member's accumulated sick time at retirement and the fifty percent (50%) balance will be applied toward the Staff Member's years of service as specified below. Such retiring Staff Member shall receive additional pension service credit for the amount of calendar time covered by working days equal to the balance of accumulated unused sick leave days that the Staff Member may have. A Staff Member who terminates while vested and begins immediately to collect a pension benefit from Yale may either retire earlier than otherwise by an amount of time equal to the sick leave credit provided in this paragraph, and begin immediately to collect a pension in the same amount that the Staff Member would otherwise have received if retiring at the scheduled time, or may retire at the scheduled time and receive additional service credit based upon the additional credit provided by this paragraph. Although no pay will be received for the amount of additional credit provided by this paragraph, the Staff Member's pension amount will not be reduced because this period of additional credit is unpaid.

## ARTICLE XXI

### **Disability**

1. Long Term Disability
  - (a) The University will continue its present long-term disability program for Staff Members during the term of this Agreement. The University may change the carrier used to provide this benefit or may self-insure the benefit; provided, however, the University will not diminish the benefits or unduly complicate the claims handling procedures except pursuant to agreement with the Union.
  - (b) If a Staff Member who is on a Leave of Absence or any renewal thereof pursuant to Article XXXV (Leaves of

Absence) of this Agreement begins to collect under the Long-Term Disability Policy, the Staff Member shall continue to be covered by such Leave of Absence or renewal until its expiration except that the Staff Member shall no longer accrue vacation, personal leave and sick leave. After expiration of such leave of absence or extension, the Staff Member shall cease to accrue seniority, but shall retain accrued seniority but no other benefits, rights, or privileges of employment. Such accrued seniority may be exercised in the event the Staff Member becomes able and qualified to return to active employment prior to expiration of a five (5) year period following the end of the Leave of Absence or renewal thereof. Such a Staff Member may return to work in the same manner as a laid-off Staff Member pursuant to Article XVII (Job Security) of this Agreement.

2. Staff Members will be eligible to participate in a voluntary, one-hundred percent (100%) employee paid, Short-Term Disability Plan with payroll deduction. Local 34, Local 35, and Yale University will mutually agree on the insurance policy and provider. Participants will be subject to the terms and conditions of the selected policy. The selected policy will be implemented within sixty (60) days of agreement within HBET upon policy and plan selection.

## ARTICLE XXII

### **Life Insurance**

1. Effective at the start of the month following the month in which a Staff Member completes the probationary period, the University will provide a five thousand dollar (\$5,000) life insurance benefit, at no cost to the Staff Member.
2. A Staff Member may elect to purchase term life insurance coverage equal to either one (1), two (2), three (3), four (4) or five (5) times the Staff Member's annual salary. During the first sixty (60) days of employment, life insurance up to two (2) times annual salary may be purchased without a physical examination. Thereafter, the insurance company may require

that the Staff Member take and pass a physical examination to be eligible to purchase this insurance.

3. The salary of a full-time Staff Member who dies shall be continued for what would have been the Staff Member's work-days, holidays, and recess days falling within thirty (30) days after the date of the Staff Member's death. This amount and any unused and unforfeited vacation and sick time shall be paid to the Staff Member's spouse, estate, or other beneficiary designated by the Staff Member to receive such payment.

## ARTICLE XXIII

### Retirement

1. The University will maintain the Yale Staff Retirement Plan in full force and effect for Staff Members during the term of this Agreement, subject to the currently applicable eligibility and other provisions of such plan and to any amendments necessary to conform the provisions of such plan to the provisions of this Agreement.
2. The Retirement Plan shall be amended to provide that:
  - (a) A Staff Member who retires on or after January 22, 2017 shall have his or her retirement income under the Yale Staff Retirement Plan calculated using the following schedule of multipliers and final earnings tiers:

Retire on or after:	1.5% Multiplier	1.4% Multiplier	1.3% Multiplier
January 22, 2017	Up to \$47,000	\$47,001 to \$87,000	Over \$87,000
January 21, 2018	Up to \$49,000	\$49,001 to \$89,000	Over \$89,000
January 20, 2019	Up to \$50,000	\$50,001 to \$92,000	Over \$92,000
January 19, 2020	Up to \$51,000	\$51,001 to \$94,000	Over \$94,000
January 24, 2021	Up to \$53,000	\$53,001 to \$97,000	Over \$97,000

Beginning on January 21, 2018, the tier definition amounts will be adjusted on the dates of across-the-board wage increases by the average (mean) of the across-the-board increases for Local 35 and Local 34 and rounded to the nearest thousand.

For Staff Members hired on or after January 21, 2017, the salary pension formula included in the “Yale Staff Employees Retirement Plan” document referenced in this Article will be amended to reflect a change in “Final Earnings” to the average of the retiring employee’s highest thirty-six (36) consecutive months’ annualized base pay within the five (5) year period immediately preceding the employee’s retirement. The implementation of this pension formula must comply with federal and state regulations and be operationally feasible.

- (b) For Staff Members who retire at age 55 or older with thirty (30) years of credited service or more, the actuarial reduction of benefits for retirement prior to age sixty-five (65) shall be two percent (2%) times the number of years below age sixty-five (65). For Staff Members who retire with twenty-five (25) years or more of credited service, there shall be no reduction of benefits for years after the 60th birthday.
- (c) If a Staff Member who is vested in the Yale Staff Employee’s Retirement Plan dies before age fifty-five (55) and is survived by spouse and/or minor children, there shall be no discount factor in the benefit and the survivors benefit will be paid beginning immediately to the spouse and/or minor children which would have been provided under the surviving spouse option had the deceased participant reached age fifty-five (55). The health insurance benefits received by the spouse and/or minor children shall continue until the earlier of either two (2) years or until the spouse becomes eligible for equivalent coverage.
- (d) The Yale Staff Employee’s Retirement Plan shall be amended to provide a cash-out option for terminated vested Staff Members.
- (e) The supplemental retirement program will be modified so that the University will provide, for Staff Members age forty-five (45) and over with at least five (5) years of service, a dollar-for-dollar match of employee contributions of up to four percent (4%) of the annual salary of the Staff Member and for any other Staff Member with at least two

(2) years of service, a dollar-for-dollar match of employee contributions up to two percent (2%) of the annual salary of a Staff Member.

## ARTICLE XXIV

### **Holidays**

1. Each Staff Member, who works or does not work on a University holiday or recess day, shall receive, in addition to pay received for time actually worked (if any), pay for the holiday or recess day equal to the straight-time hours the Staff Member otherwise would have worked on such day.
2. The University holidays are: New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the day observed by the University as the holiday. If a holiday falls on a Saturday, it will be observed on the preceding Friday; if a holiday falls on a Sunday, it will be observed on the following Monday.
3. The University recess days are the Friday after Thanksgiving, the last day (excluding Saturday and Sunday) before the day observed as the Christmas Day holiday and the four (4) days (excluding Saturday and Sunday) which fall between the Christmas Day and New Year's Day holidays.
4. A Staff Member on layoff or leave of absence shall not be eligible for pay for an unworked holiday or recess day. A Staff Member on a leave of absence shall be eligible for pay for a holiday or recess day if the Staff Member is receiving pay from sick, vacation, or personal time when the holiday or recess day occurs, provided that the payment of such time has been continuous from the start of the leave.
5. Scheduled Work on Holidays and Recess Days
  - (a) If a Staff Member is required to work on a holiday or recess day, the Staff Member shall receive any holiday or recess day pay for which the Staff Member is eligible under

this Article for the holiday or recess day involved, plus either pay or, if the Staff Member and the Staff Member's Supervisor agree on the scheduling of compensatory time, compensatory time off, at the rate of one and one-half (1 1/2) hours for each hour worked. The Staff Member's request to scheduling of compensatory time shall not be unreasonably denied by the Supervisor, bearing in mind the operational needs of the department. However, compensatory time off may not be granted for any hours worked by the Staff Member in excess of forty (40) in the work week involved. If compensatory time off is provided, such time must be taken by the June 30 following the holiday or recess day involved or be forfeited. For purposes of this paragraph, the holiday or recess day shall be the twenty-four (24) hours beginning at 12:01 a.m. on the holiday or recess day.

- (b) For Staff Members first employed on or after July 1, 2009, in lieu of the premium compensation provisions described above as they apply to recess days, Departments may designate any recess day as a normal work day by providing notice to the affected Staff Member(s) at least thirty (30) days in advance of the regularly designated recess day. A Staff Member assigned as such will receive an equivalent floating holiday that can be used at a time mutually agreeable between the Supervisor and the Staff Member within the same fiscal year. The Staff Member's request to scheduling the floating holiday shall not be unreasonably denied by the Supervisor, bearing in mind the operational needs of the department.
6. In lieu of the above holidays and recess days, at the Yale Press the following shall be the holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, three (3) "Floating Holidays" scheduled by Yale Press around the named holidays, and the Staff Member's birthday (which may be celebrated on any day within a month of the actual birthday) and one additional holiday to be agreed upon by the parties.

## ARTICLE XXV

### **Personal Business Days**

1. Each non-probationary Staff Member employed prior to July 1, 2009 may take personal time and receive pay for straight-time hours not worked while on such personal time for up to four (4) days of absence during each University fiscal year.
2. A Staff Member may use personal time in hours or days.
3. A Staff Member must give his or her Supervisor as much advance notice of the desired personal time as is practicable. Requests for use of personal business days shall not be denied arbitrarily or capriciously.
4. A day, for purposes of this Article, is the number of hours determined by dividing the Staff Member's scheduled hours of straight-time work in a normal two (2) week period by ten (10).
5. Personal time may not be used to extend a vacation, except by mutual agreement of the Staff Member and the Staff Member's Supervisor.

## ARTICLE XXVI

### **Vacations**

1. Each Staff Member shall be entitled to vacation with pay at the Staff Member's straight-time hourly rate to the extent provided by Paragraphs 2, 3, 4 and 6. A Staff Member shall not be eligible to take paid vacation until the Staff Member has completed six (6) months of service.
2. A Staff Member hired on or after July 1, 2009 regularly scheduled for twenty (20) or more hours per week shall be entitled to vacation and vacation pay in each fiscal year as defined herein.
  - (a) Vacation Service Allotment. A Staff Member's vacation service allotment shall be determined on the basis of his or her years of service as of the end of any fiscal year as follows:

Continuous Years of Service as of the end of the FY	Vacation Service Allotment
Less than 1	Pro rata share of two (2) weeks as per 2 (b)
1 to 4	2 weeks
5 to 9	3 weeks
10 to 19	4 weeks
20 or more	5 weeks

(b) Vacation Share. A Staff Member who has not completed one (1) full year of service as of the end of any fiscal year shall earn a one-twelfth (1/12) share of his or her vacation service allotment for each month in which he or she has worked at least fifty percent (50%) of the available work days. The vacation shares so earned may be used in the fiscal year in which they are earned.

3. For each month in which a Staff Member hired on or after February 1, 1997 but before July 1, 2009 is actively employed, the Staff Member shall accrue one (1) day of vacation during the first two (2) years of employment, each day to equal the Staff Member's daily straight-time hours during the month, except that in the first and final months of a Staff Member's employment the Staff Member shall accrue no vacation if the Staff Member does not actually work at least ten (10) days.
4. For each month in which a Staff Member who has completed two (2) years of service before July 1, 2009 and is actively employed, the Staff Member shall accrue two (2) days of vacation, each day to equal the Staff Member's normally scheduled daily straight-time hours during the month, except that in the first and final month of a Staff Member's employment the Staff Member shall accrue no vacation if the Staff Member does not actually work at least ten (10) days, and only one (1) day if the Staff Member works ten (10) but less than twenty (20) days in such month.

A Staff Member may not accrue more than twenty-two (22) days of vacation in any University fiscal year (July 1 - June 30). A Staff Member shall not accrue any vacation time for any month during which the Staff Member was on layoff, unless the Staff Member actually worked at least ten (10) days during the month.

5. A Staff Member may utilize his or her accrued vacation at the time desired by the Staff Member so far as possible. The Staff Member's Supervisor may not deny a vacation request arbitrarily or capriciously.

Except as provided below in this section, accrued vacation time must be used by June 30 of the fiscal year after the fiscal year during which it was earned.

A Staff Member hired on or after July 1, 2009 may carry forward up to two (2) years' worth of vacation to the next fiscal year. A Staff Member hired before July 1, 2009 may accumulate up to twenty-two (22) additional days of unused vacation, in addition to vacation accrued during the current or previous fiscal year. In addition, a Staff Member hired before July 1, 2009 who has completed ten (10) years or more of continuous service may also accumulate an additional five (5) unused days per year, to a total additional maximum of twenty (20) days.

All vacation accrued and accumulated in accordance with this Section may be used by a Staff Member in accordance with the vacation scheduling provision of this Agreement. Accumulated vacation time may not be waived for extra pay, but all such accumulated unused time shall be paid to a Staff Member who terminates, in accordance with the terminal vacation provisions of this Agreement.

6. Upon completing the years of service stated in the following schedule, a Staff Member employed prior to July 1, 2009 will be eligible to take, once during the five (5) years following the Staff Member's becoming eligible for such extra vacation days, the number of extra vacation days stated, in addition to the Staff Member's accrued regular vacation days:

Years of Service Completed	Extra Vacation Days
15 years total	5 work days
20 years total	10 work days
25 years total	20 work days
30 years total	25 work days
35 years total	30 work days
40 years total	35 work days
45 years total	40 work days
50 years total	45 work days

7. A Staff Member who has completed at least six (6) months of service and who either resigns from the University or is terminated by the University shall be paid for any unused and unforfeited vacation time.
8. Upon the Staff Member's request, vacation pay shall be paid to a Staff Member prior to the start of the vacation.

## ARTICLE XXVII

### **Jury Duty**

A Staff Member who loses work because the Staff Member is required to serve on a jury shall be paid the difference between the jury duty pay (excluding any travel allowance) and the Staff Member's straight-time compensation for the work time lost due to serving on the jury. A Staff Member released from jury duty at a time which permits the Staff Member to be at work for at least one-half (1/2) the Staff Member's scheduled hours shall be expected to offer to report for work for the balance of the Staff Member's work day.

## ARTICLE XXVIII

### **Death in the Family**

1. A Staff Member is entitled to be absent without loss of pay in the event of death in his or her immediate family from the day of death until no more than two (2) days after the day of the funeral inclusive, provided that such absence does not exceed three (3) days. Pay for such absence shall be the Staff Member's regular hourly rate multiplied by his or her regularly scheduled hours. Paid time under this section shall count as time worked for purposes of computing overtime pay. This provision will apply only in the case of death of the Staff Member's spouse, domestic partner, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or a person in an equivalent relationship.

2. A Staff Member shall be entitled to unpaid bereavement leave required by the death of a member of the Staff Member's immediate family as defined in Paragraph 1, subject to the limits stated in Article XXXV (Leaves of Absence).

## ARTICLE XXIX

### **Less than Twelve Month Appointments and Part-Time Staff Members**

1. The University may schedule positions for less than twelve (12) months per year, but there shall be no continuing appointments for less than six (6) months. A Staff Member in such a position shall, in the absence of the Staff Member's termination in accordance with any provisions of this Agreement, return to that position when it resumes so long as it does resume.

Departments or schools may designate any of their existing vacant positions as less than twelve (12) month positions and may offer employment on such basis to new or transferring Staff Members, so long as such action is consistent with the provisions of Paragraph 1 of Article XVII (Job Security). An existing filled position may be converted from a twelve (12) month to a less than twelve (12) month basis only with the voluntary agreement of the incumbent.

2. Staff Members with less than twelve (12) month appointments are eligible to work in IEP-B assignments during their non-work period, with the understanding that there is no guarantee of such assignments being available.
3. Appointments of at least nine (9) months but less than twelve (12) months.

Staff Members on less than twelve (12) month appointments shall be covered by the same paid time off provisions as other Staff Members except that they shall receive only up to (i) three (3) days of absence for personal time, (ii) one (1) day of sick leave allowance per month of the Staff Member's appointment and (iii) two (2) days of vacation per month of the Staff Member's appointment (to a maximum of twenty-two [22]

days), during each University fiscal year. A Staff Member who has completed such an appointment and intends to return to the University to a similar appointment shall be considered on leave of absence during the time the Staff Member is not working for the University, except that the University will continue its contribution toward the Staff Member's health coverage under Article XIX (Health Insurance) of this Agreement during that period.

4. Recurring appointments of at least six (6) months but less than nine (9) months.

Weeks worked in positions in this category need not be contiguous. Staff Members on recurring appointments of at least six (6) months but less than nine (9) months shall be covered by the same paid time off provisions as other Staff Members except that they shall receive only up to (i) three (3) days of absence for personal time, (ii) one (1) day of sick leave allowance per month of the Staff Member's appointment, (iii) two (2) days of vacation per month of the Staff Member's appointment (to a maximum of twenty-two [22] days), and (iv) shall not receive pay for recess days, during each University fiscal year. The standard work week for calculation of paid time off accruals will be based on the projected hours of work averaged over the duration of the Staff Member's work schedule. The University shall contribute toward the Staff Member's health coverage under Article XIX (Health Insurance) of this Agreement for all months of the Staff Member's appointment. A Staff Member who has completed such an appointment shall be considered on leave of absence during the time the Staff Member is not working for the University.

## ARTICLE XXX

### **Meals**

The University will continue for the term of this Agreement its present practices with regard to providing meals for Staff Members working in Dining Services and the University Health Services Intermediate Care Facility.

## ARTICLE XXXI

### **Uniforms**

The University will continue for the term of this Agreement its present practices with regard to providing and cleaning uniforms or other clothing for Staff Members required by the University to wear such uniform or other clothing.

## ARTICLE XXXII

### **University Facilities**

1. (a) Staff Members may continue to utilize University facilities (such as the gymnasium, the skating rink, the libraries) that Staff Members presently are permitted to use.  
(b) The University's charges for the use of such facilities or for events for which a specific admission fee is charged shall be no higher than the amounts charged other University non-student employees.
2. During the term of this Agreement, any percentage increase for a Staff Member's parking charge will not be greater than the percentage increase for any other University employee parking in that Staff Member's parking lot. Any change in the cost of the shuttle bus passes or ticket prices will be applied uniformly to all University employees.
3. (a) Staff Members who participate in a car pool will receive three (3) free parking passes per month to park in a lot designated by the University. These passes will be issued to the non-drivers of the car pool.  
(b) Staff Members who regularly and consistently use mass transit will receive three (3) free parking passes per month to park in a lot designated by the University.  
(c) The Quigley Lot in West Haven will continue as a satellite lot available to Staff Members at no cost.

## ARTICLE XXXIII

**Training and Education**

1. The University shall continue the following policies and programs: Tuition Assistance for Non-Yale Courses or Degree Programs; Yale Special Student Program and Reduced Tuition for Yale Courses; Auditing Courses at Yale (Non-Credit Courses). The maximum annual reimbursement under the Tuition Assistance for Non-Yale Courses or Degree Programs is thirty-five hundred dollars (\$3,500) and will increase each year beginning July 1, 2004 in an amount not less than the Local 34 across-the-board increase next prior to that July 1 rounded to the nearest hundred.

Except that (a) otherwise eligible less than full-time Staff Members who have completed at least six (6) months' service shall be eligible to participate in (i) the Tuition Assistance for Non-Yale Courses or Degree Programs (with the amount provided less than full-time Staff Members to be a pro-rated benefit equal to the Staff Member's regular work hours divided by thirty-seven and one-half [37 1/2]) and (ii) the Auditing Courses at Yale (Non-Credit Courses) Program; (b) otherwise eligible less than full-time Staff Members shall be eligible to participate in the Yale Special Student Program and Reduced Tuition for Yale Courses; and (c) the fifty-dollar (\$50) charge for Auditing Courses at Yale (Non-Credit Courses) is eliminated.

2. When new technology is introduced, the University will provide the Staff Members assigned to utilize such technology training during work time appropriate to the new technology.
3. Upon request, the University will seek to arrange for reasonable accommodation (which may include special training) for otherwise qualified Staff Members with disabilities in order to enhance their promotional or transfer opportunities.
4. Each full-time Staff Member shall receive upon request a guarantee of no less than twenty-two and one-half (22 1/2) hours of release time per year prorated for less than a full year between ratification and June 30, 2004 and effective July 1, 2004 no less than thirty (30) hours of release time per year for skill-based training applicable to the Staff Member's job family or closely

related job family at no cost to the Staff Member for such Yale or Yale-sponsored training. Less than full-time Staff Members shall receive a prorated benefit equal to regular work hours divided by thirty-seven and one-half (37 1/2). Release for such training on a given date or dates is subject to reasonable operational needs.

5. In addition to skill-based training, there will also be an emphasis placed on training in customer service, communications, interpersonal skills and team building with workplace-based training applicable to a department's actual work considered where appropriate.
6. The Learning Center shall conduct a survey of the training obtained with the bargaining unit. Union input on scope and utilization of the survey shall be considered.
7. A Joint Advisory Committee shall be established consisting of two representatives of Local 34 and two University representatives, at least one of whom shall be from the Learning Center. The Committee shall meet at least quarterly each year and shall discuss relevant training issues including curriculum and Staff Member participation.
8. A Peer-to-Peer Training Program will be established by the Learning Center. Standards and procedures will be established by the Learning Center including number of participants, qualification, training time allotted, procedures and on- and off-site availability after discussion with the Joint Advisory Committee. The Learning Center may test a pilot program prior to setting definitive standards and procedures. Time spent in peer-to-peer training activities shall not be deducted from the annual minimum hours for skill-based training per Section 4.
9. A committee shall be formed and meet quarterly to create a program to train New Haven residents to qualify for entry-level skill positions. The committee shall determine needed skills, curriculum, entry requirements into the program, and the appropriate number of participants. There shall be two (2) Local 34, two (2) Local 35, two (2) management representatives, at least one (1) of whom shall be from the Learning Center,

and four (4) community representatives, two (2) chosen by the University and two (2) chosen by the Unions.

10. The Training Joint Advisory Committee will discuss standard bonuses to Staff Members for the successful completion of a course of study which is either job-related or results in an associate's degree, bachelor's degree, or master's degree whether Yale or non-Yale.

## ARTICLE XXXIV

### **Mortgage Loan Program**

The University will continue its present mortgage loan program (although it may change the providing bank or financial institution) for the term of this Agreement.

## ARTICLE XXXV

### **Leaves of Absence**

1. (a) A non-probationary Staff Member may request an unpaid leave of absence of up to three (3) months' duration. No such request shall be denied arbitrarily, capriciously, or without good cause, based on the staffing or operational needs of the University or the department. A leave of absence may not be granted to permit the Staff Member to accept employment with another employer without the written permission of the University. Such a leave of absence may be extended by the University for good cause, except the total time on the leave shall not exceed one (1) year.  
(b) A non-probationary Staff Member unable to work due to illness or injury shall be granted a leave of absence without pay for the period the Staff Member is unable to work due to the illness or injury up to one (1) year; in unusual circumstances, such leave may be extended by the University.  
(c) A non-probationary Staff Member shall be entitled to a leave of absence without pay for up to six (6) months for either (i) maternity leave beyond the period of the Staff

Member's disability due to maternity, or (ii) paternity leave, or (iii) adoption leave commencing at the time of placement for adoption of a child under the age of eighteen (18) who is not a stepchild.

(d) FMLA. Leaves of absence provided for in Article XXXV (Leaves of Absence), 1(a) include full-time, intermittent, and reduced schedule Caregiver leaves as defined in the federal and state Family and Medical Leave Acts (FMLA). Leaves of absence provided for in Article XXXV (Leaves of Absence), 1(b), include full-time, intermittent, and reduced schedule leaves as defined in the FMLA. For FMLA purposes, the leave year will begin on the Staff Member's first full day of leave.

(e) Once a non-probationary Staff Member, absent from work due to illness, injury, maternity, paternity, or caring for a relative and utilizing paid time off, is absent from work for more than thirty (30) calendar days, the Staff Member shall be considered on a leave of absence retroactive to the first day of absence.

2. (a) During an approved leave of absence, a Staff Member may utilize any vacation time or personal days the Staff Member accumulated prior to commencing the leave of absence, and, in the case of a leave of absence granted because of illness, injury, or pregnancy, the Staff Member may also utilize sick leave the Staff Member accumulated prior to commencing the leave of absence for the period the Staff Member is unable to work due to illness, injury, or disability due to pregnancy. In addition, Staff Members who are on a leave of absence under Paragraph 1(c) may further utilize accumulated sick leave whether or not disabled. Except as provided in this paragraph and Article XXIV (Holidays), Section 4, a Staff Member on leave of absence shall not be paid by the University for any day during the period of leave.

(b) The University will continue to pay its share of the premium for health and life insurance plans applicable to the Staff Member for the Staff Member and covered

dependent(s) at the commencement of a leave granted pursuant to 1(b) or 1(c), and for three (3) months in the case of a leave for any other reason, provided the Staff Member pays any portion of the cost of such coverage the Staff Member is required to pay.

- (c) A Staff Member on leave shall continue to accrue service under the Yale Staff Retirement Plan.
- (d) A Staff Member on leave pursuant to 1(b) or 1(c) also shall accrue vacation, personal leave, and sick leave for use after the Staff Member has returned to work for at least thirty (30) days. If a Staff Member is being paid through sick, vacation, or personal time during a leave pursuant to 1(b) or 1(c), and sick, vacation or personal time accrued while being paid during the leave, that accrued time is not subject to the thirty (30) day waiting period.
- (e) Upon return from a leave of absence of three (3) months or less, or upon return from a leave of absence of more than three (3) months if the work unit has agreed to hold the Staff Member's position available for the duration of the Staff Member's leave, the Staff Member shall be returned to the position held by the Staff Member prior to the leave of absence, if that position still exists. Upon return from a leave of absence of more than three (3) months, upon return from a leave of three (3) months or less where the Staff Member's position no longer exists, or, when a Staff Member notifies the University that in either of the above circumstances he or she is ready to begin applying for a position to return to when the leave expires, the Staff Member will be considered laid off and will have the rights provided pursuant to Paragraph 2(b) of Article XVII (Job Security) of this Agreement.
- (f) For the purposes of leaves of absence granted under 1(b) and 1(c) above, the times expressed in 2(e) above shall be six (6) months.
- (g) A Staff Member shall accumulate seniority during any leave of absence.

- (h) A Staff Member on leave of absence shall not be eligible for the benefits provided by Article XXXIII (Training and Education) of this Agreement.
- (i) A Staff Member on leave of absence shall be entitled to apply for job openings which are posted during the Staff Member's leave of absence. However, if the Staff Member is awarded the opening, the Staff Member will be expected to start work in the new position at the time desired by the Supervisor.
- (j) The University will not recapture the rolling advance from a Staff Member on leave who has sufficient accrued sick, vacation, or personal time to cover the period of the leave, or until a Staff Member on leave has only two (2) weeks of accrued vacation time left.

3. The University's present policies on military leave and on military reserve duty pay shall be continued for the term of this Agreement.
4. A Staff Member who incurs a break in seniority as a result of leaving the University for Child-rearing, and who desires to return to the University within two (2) years of the date of the child's birth, or within two (2) years of the time of placement for adoption of a child under the age of eighteen (18) who is not a stepchild, shall be entitled to other provisions set forth below in this paragraph but shall not be entitled to any of the other provisions of this Article or otherwise be considered to be on a leave of absence. Such Staff Member shall be treated solely for the purposes of applying for job openings pursuant to Article XVI (Promotions and Transfers) of this Agreement as though the Staff Member were a Staff Member with seniority equal to the Staff Member's seniority at the time of the break in seniority. A Staff Member intending to use the right granted by this paragraph shall advise the University in writing of such intention within six (6) months after the child's birth or, in the case of adoption, within six (6) months of the time of placement for adoption of a child under the age of 18 who is not a stepchild. If the Staff Member obtains a position through the job openings procedure provided by

this Agreement, the Staff Member shall be given credit for all purposes for time worked before such child-rearing absence consistent with the definition in Article XV (Definition of Seniority), Paragraph 2.

5. In the case of a Leave of Absence on account of an illness or injury covered by Worker's Compensation, after one (1) year's leave pursuant to Paragraph 1(b) of this Article, the Staff Member shall cease to accrue seniority, but shall retain accrued seniority which may be exercised in the event the Staff Member becomes able and qualified to return to active employment prior to expiration of a five (5) year period following the end of the Leave of Absence or renewal thereof. Such a Staff Member may return to work in the same manner as a laid-off Staff Member pursuant to Article XVII (Job Security) of this Agreement.
6. University policies, procedures and forms concerning leaves of absence as they apply to Staff Members shall be consistent with the foregoing.

## ARTICLE XXXVI

### **Grievance and Arbitration Procedure**

1. A grievance, for purposes of this Article, is a claim that the University has violated this Agreement.

#### Step 1:

In recognition of the desirability of resolving grievances informally between the Staff Member and the Supervisor, the Staff Member affected shall discuss the grievance with his or her immediate Supervisor within five (5) working days of the occurrence of the facts causing the grievance or after the Staff Member reasonably should have known of such facts. At his or her option, the Staff Member may have his or her Union Steward present and the Supervisor may have another representative from the Supervisor's department present. The Supervisor shall give his or her answer to the grievance within three (3) working days of the meeting. Any agreements made at Step 1 shall not be regarded as precedent setting.

**Step 2:**

- (i) If the Staff Member is dissatisfied with the response to the Step 1 grievance, the Staff Member may file a written grievance. The written grievance shall be filed with the Department of Human Resources and shall be filed within twenty-one (21) days after receipt of the Step 1 response. The written grievance should contain the name and job title of the grievant, the date of the incident complained of, the Section of the Agreement allegedly violated, the facts which constitute the wrong complained of, and the relief sought.
- (ii) A Department of Human Resources representative and the Staff Member's Supervisor shall meet with the Union's Steward and/or Department Steward and the Grievant within twenty-one (21) days after the date the written grievance is received by the Department of Human Resources.
- (iii) The Department of Human Resources shall give a written answer to the grievance within seven (7) days after the meeting to discuss the grievance.

**Step 3:**

If the grievance is not resolved in Step 2, the Union may appeal the grievance to Step 3, by giving a written notice of such appeal to the University's Vice President for Finance and Administration or his or her designee within fourteen (14) days after the receipt of the University's Department of Human Resources' written answer to the grievance. The Vice President for Finance and Administration or his designee shall meet with the Union's Steward, Department Steward, Chief Steward, and the grievant(s) to discuss the grievance within fourteen (14) days after receipt of the Union's appeal to Step 3 and shall give the Union a written answer to the grievance within fourteen (14) days after such meeting.

**Step 4:**

If the grievance is not resolved in Step 3, the Union may appeal the grievance to arbitration by giving written notice of such appeal to the University's Vice President for Finance and Administration or

his or her designee within twenty-one (21) days after receipt of the University's Step 3 answer to the grievance.

2.
  - (a) A grievance which affects more than one (1) Staff Member or a class of Staff Members may initially be presented at Step 2 within twenty-one (21) days after occurrence of the facts causing the grievance, or within twenty-one (21) days after the Staff Members reasonably should have known of such facts.
  - (b) The Union may present any grievance at Step 2 within twenty-eight (28) days after occurrence of the facts causing the grievance.
3. The Union's full-time staff as designated in writing by the Union may participate at any step of the grievance procedure. The Union's full-time staff will notify the University's Vice President for Finance and Administration or his or her designee if the Union's full-time staff intends to participate in any particular grievance meeting.
4.
  - (a) When a grievance is appealed to arbitration, promptly after the Union gives the written notice required by Step 4 above, the parties shall select a mutually acceptable arbitrator from the designated panel. If the parties do not agree on a selection, then an arbitrator will be selected from the entire panel by random drawing.
  - (b) A panel of fifteen (15) arbitrators mutually selected by the parties by alternately striking off from a panel from the Federal Mediation and Conciliation Service ("FMCS") of thirty-one (31) arbitrators who are located in the Northeast section of the United States constitute the "designated panel" referred to in this Article. In the event that additions must be made to the designated panel, the parties shall either mutually agree to any additions or employ a similar striking procedure to a panel supplied by FMCS. The parties may remove an arbitrator from the designated panel by mutual agreement.
  - (c) Hearings shall be held on campus at a mutually agreed time.

- (d) Any briefs to be filed shall be filed within fourteen (14) days after the end of the hearing.
- 5. (a) Each party shall bear the expenses of its representatives and witnesses.
- (b) The fees and expenses of the Arbitrator and the costs of hearing facilities shall be paid by the Union if the grievance is denied in total, by the University if the grievance is granted in total, and if the grievance is neither denied nor granted in total, by the parties as specifically allocated by the Arbitrator. The parties jointly shall advise the Arbitrator of this provision of the Agreement at the start of the hearing regarding any grievance. If the parties commence an arbitration hearing but then settle the grievance, such fees, expenses, and costs shall be borne equally by the parties.
- (c) Only one (1) grievance shall be submitted to an Arbitrator at one (1) hearing unless the parties otherwise agree in writing. It is understood, however, that where two (2) or more grievances can be presented conveniently and completely on one (1) hearing day, the parties will agree to present such grievances to the same Arbitrator on the same hearing day.
- 6. (a) The Arbitrator shall have no authority to add to, subtract from, or modify any provisions of this Agreement.
- (b) The Award of the arbitrator shall be final and binding on the parties.
- 7. (a) If either party fails to meet a time limit applicable to that party established in Steps 2, 3, or 4 of the procedure set forth in Paragraph 1 of this Article, the grievance shall be considered settled in favor of the other party. Such a grievance settlement shall be without prejudice to either party's rights regarding any other grievance and shall not be retroactive for more than twenty-one (21) days prior to the date the grievance was filed at Step 2.
- (b) In view of the obligation imposed by Paragraph 7(a), either party may obtain one automatic extension of the time of

seven (7) days to each time limit of less than fourteen (14) days imposed upon that party in Steps 2, 3 and 4 by delivering within the stated time limit a letter to the other party advising the other party that a seven (7) day automatic extension is needed.

8. It is expected that both parties adhere to the time limits set forth above. Time limits may only be extended by mutual written consent of an authorized University representative and an authorized Union representative.
9. (a) Grievance meetings shall normally be held at times which do not unduly interfere with performance of the work of either Staff Members, Staff Member Union Stewards, or Supervisors. If such meetings are scheduled during the work time of either the Staff Member grievant(s), the Staff Member Union Stewards involved, or necessary Staff Member witnesses, such Staff Members shall be excused without loss of straight-time pay for such meetings.
9. (b) Staff Member Union Stewards shall not engage in the investigation of grievances during the working time of either the Staff Member Union Steward or any Staff Member involved, except by mutual consent of the University and the Union; but this language shall not be read to inhibit communication regarding the resolution of workplace problems, so long as such communication does not unduly interfere with the work of any Staff Member.
10. This Grievance and Arbitration Procedure shall not prevent any Staff Member from dealing directly with a Supervisor concerning any problem.

## ARTICLE XXXVII

### **No Strike/No Lockout**

1. The parties recognize the need for uninterrupted operation of the University and agree that there should be no interference with such operation.

2. During the term of this Agreement the University will not lock out any Staff Member.
3. During the term of this Agreement, there shall be no strikes, work stoppages, slowdowns, or picketing which results in any cessation of work by any Staff Member, by another University employee, or any person doing business with the University, or any other interference with the operation of the University by the Union or any Staff Member.
4. A Staff Member may choose to refuse to cross a lawful, primary picket line established by any other labor union representing University employees as a result of a dispute between the University and such labor union regarding the terms of an initial or modified collective bargaining agreement between the University and such labor union. Nothing in Paragraphs 1 or 3 above shall be interpreted to limit the Staff Member's right in this regard. The Union shall not discipline any Staff Member who chooses to cross such a picket line. The University shall not discipline or discharge any Staff Member who chooses to refuse to cross such a picket line. An exercise by the University of its right to replace any such Staff Member to the extent permitted by the National Labor Relations Act, as amended, shall not be construed as disciplinary action.
5. A Staff Member who violates this Article shall be subject to disciplinary action, up to and including discharge.

## ARTICLE XXXVIII

### **University Rights**

1. Subject to the restrictions specifically imposed by the express language of this Agreement, the University retains the right to manage and direct the Staff Members covered by this Agreement and to determine the employment policies applicable to them. Such right includes, but is not limited to, the right to hire, schedule, assign, transfer, promote, demote, lay off, evaluate, discipline, and discharge Staff Members, to determine the hours (including overtime hours), days and

months of employment for such Staff Members, to determine the facilities, methods, equipment, and procedures to be utilized in performing work, to determine the number of Staff Members to be employed and the work to be performed by Staff Members, to determine the quantity and quality of work to be performed by Staff Members, to determine the job content of all jobs, to determine whether work or services are to be performed by Staff Members, purchased, subcontracted or performed by other University personnel, to establish reasonable rules and regulations applicable to Staff Members, and to exercise all other functions and to take all other actions necessary for the University's operation.

2. This Agreement supersedes all prior practices, policies, procedures, and agreements, except as otherwise provided in this Agreement, and may be modified only by the parties' written agreement.

## ARTICLE XXXIX

### **Mileage**

The University's present policy on reimbursement for use of personal vehicles in connection with work shall be continued, except that the reimbursement for such use shall be increased when and if, during the life of this Agreement, the appropriate federal government agency increases the amount it regards as allowable for such reimbursement.

## ARTICLE XL

### **Temporary and Emergency Closings**

1. In the event that, absent an Emergency Declaration as described in Section 2, below, a work unit or department makes a decision to temporarily close all or a portion of its operation, the Supervisors of such work units or departments will make reasonable efforts to assign affected Staff Members to alternative work locations in assignments consistent with their normal

assignments. If such assignments cannot be secured for some or all affected Staff Members, those Staff Members will be excused from work without suffering a loss of pay for their regularly scheduled hours. In the event of such a temporary closure, the decision to determine who shall be required to work will be made on a volunteer basis, or by seniority among those Staff Members performing similar work, with the Staff Members with the least seniority being required to remain at or report to work.

2. In the event the University President or the President's designee issues an Emergency Declaration that includes a full or partial closing of the campus and/or a delayed opening or early dismissal, Staff Members will be assigned and paid according to the following:
  - (a) For the purposes of this Section 2, the term "closing" includes full or partial closings, early dismissals and delayed openings.
  - (b) "Critical Functions" are defined as those functions that are deemed by the University to be necessary to the life, health, safety and security functions of the University community. All bargaining unit employees who work in University-deemed critical functions are designated as "Critical Function Employees." The Critical Function designation will be included in new and existing job descriptions (or postings).
  - (c) University-designated "Critical Function Employees" will be issued "Critical Function Employee Designation" cards that will enable such employees to travel by automobile if the State closes the roads because of an emergency. Critical Function Employees are expected to comply with the rules and procedures set forth in the University's Emergency Declaration Policy and Procedures, including, but not limited to:
    - (i) Ensuring accurate and current contact information (cell phone preferred) is entered in Workday; and,
    - (ii) Promptly returning phone calls made to that contact number during an emergency; and,

(iii) Carrying his or her Critical Function Employee Designation card at all times in the event of a road closing.

(d) In the event of a closing, the University will determine, in its sole discretion, the number of Critical Function Employees it needs in each department to effectively manage operations. The University's determination will be made on a case-by-case basis depending on the circumstances giving rise to and surrounding the closing.

(e) The University first will solicit volunteers to fill the critical function positions it needs to effectively manage operations during the closing.

(f) If the University is unable to fill some, or all, of the Critical Function positions it needs with volunteers pursuant to Paragraph 2(e), it will call-in the Critical Function Employees in reverse order of seniority.

(g) Critical Function Employees who volunteer and/or who are called in to work during an emergency closing will receive one and a half (1 1/2) times their regular hourly rates for all hours worked during the closing.

(i) No Pyramiding. There shall be no pyramiding of any overtime pay rate for any hours worked in the same work week. In cases in which more than one (1) overtime rate is payable, the single highest rate shall be paid.

(ii) Rest Periods and On-call Practices. Existing pay practices relative to rest periods and on-call will be maintained during closings. A Critical Function Employee who stays at his or her discretion after completion of his or her shift, but is not on call, will not be paid for time spent resting. Accommodations for rest period or on-call situations will be assessed during the specific closing.

(iii) Extended Shifts. Critical function employees may be required to work beyond the standard seven and a half (7 1/2) hour shift during a closing.

- (h) Volunteers pursuant to Paragraph 2(e), above, who fail to report for work and critical function employees who are called in pursuant to Paragraph 2(f), above, but refuse or fail to report for work, will be required to use vacation leave to cover the hours they were scheduled to work during the closing. Staff Members who do not have accumulated vacation leave, will be required to use personal business day or floating holiday time to cover the hours they were scheduled to work during the closing. Staff Members who do not have accumulated personal business days or floating holiday time will be required to use sick leave to cover the hours they were scheduled to work during the closing. If such individual has no paid leave available, he or she will be unpaid for any hours he or she is scheduled to work during the closing.
- (i) During a closing, the University shall have the right to deploy Critical Function Employees in customary or non-customary tasks that are appropriate to an employee's classification. Critical Function Employees may be required to perform duties and responsibilities of a lower classification to meet operational needs.
- (j) Staff Members who are not directed to report to work during an emergency closing will be excused from work without suffering a loss of pay for their regularly scheduled hours. Staff Members who are not regularly scheduled to work during any such closing will not be compensated for that time.
- (k) A Staff Member, Critical Function or not, who has previously requested and received approval for paid time off during the closing must use the previously approved time off unless he or she volunteers or is called in to work pursuant to Paragraphs 2(e) and 2(f) and works during the closing.

3. If, during the life of this Agreement, Yale Medicine announces a closure of ambulatory clinics contiguous to an Emergency Closing schedule as outlined in Section 2(a), affected Staff Members who work in ambulatory clinics or who work in

operations managed by Yale Medicine will be notified in writing via email or text of the pay provisions that will apply. If such notice is not provided, the closing will be administered under Section 2 of this Article.

4. Any operational changes implemented pursuant to Sections 1 and 2, above, are not subject to the requirements of Article IX (Employee Participation and Performance Appraisal).
5. A Best Practices project including Union and management representatives will be established to discuss, plan, and problem-solve the implementation of this Article.

## ARTICLE XLI

### **Other Benefits**

The University will offer the following benefits to Staff Members to the extent they are offered to University Managerial and Professional employees, subject to eligibility and other provisions of each program:

1. Scholarship Program for Sons and Daughters which shall include full-time attendance at a Community College.
2. Adoption Reimbursement.
3. Same-sex spouse, civil union partnership and domestic partnership tax credit.
4. Sex Reassignment Surgery.

## ARTICLE XLII

### **Employee Assistance Program**

The University shall continue to provide an Employee Assistance Program. This plan will not be operated at the Yale Health Plan. It will be available to all Staff Members without charge.

## ARTICLE XLIII

### **Affirmative Action**

In addition to other provisions of this Agreement which affect the goal of equality in hiring, promotion, and all other conditions of work at Yale for all people, the parties further agree that the Department of Human Resources shall designate a representative to have the responsibility of tracking the progress of applications of minority candidates through the hiring and promotion process. That representative shall consult regularly with the Union, and the Union shall have access at all times to information regarding the progress of applications of minority candidates for employment.

## ARTICLE XLIV

### **Best Practices, Labor-Management Cooperation**

1. The University and the Union agree to create committee structures to improve the University's overall quality, efficiency and workplace culture. The commitment is a mutually cooperative effort to improve customer service, increase productivity through the design and implementation of best practices and their associated targets and metrics, prevent and resolve conflicts, improve employee satisfaction, discuss on-going issues and changes, improve staff relations and promote positive labor-management relations. "Best Practices" shall mean practices that substantially increase productivity, efficiency, and satisfaction of employees or managers or improve the quality of services performed within given financial resources. Funding pursuant to Section 13 hereof shall be provided by the office of the Vice President for Finance and Administration for the activities of the committee structures created hereunder.
2. A Policy Board will be created which will set the direction for best practices efforts and labor-management cooperation throughout the campus and provide general oversight to the Departmental Committees and Innovative Work Systems Initiative projects described below. The Board will be comprised of the Presidents of Local 34 and 35, the Vice-President

for Finance and Administration, and the Chief Operating Officer of the School of Medicine or a similar level representative from the School of Medicine. The Policy Board will reach decisions by unanimous agreement. The board shall meet monthly, unless mutually agreed otherwise.

3. The University and the Union encourage the formation and continuing efforts of Joint Departmental Committees (JDC's) in both bargaining units. JDC's will work out resolution of local work system problems, attempt to prevent group grievances, discuss significant operational or organizational changes prior to implementation and encourage change in work practices and management practices that substantially increase worker productivity as well as positive labor-management relationships.
4. Over a reasonable timeframe, JDC's shall be formed in Local 35 departments and in Local 34 departments. In either bargaining unit, committees may be formed from groupings of smaller departments, especially where there is a functional or geographic logic to combining departments subject to mutual agreement.
5. Department Committee meetings will be informal with joint agendas and will normally take place during work time in departments. In addition, meetings between line managers and stewards for both Local 34 and Local 35 shall be conducted. The University agrees to release staff for reasonable amounts of time for the purposes of these activities.
6. The University and the Union shall create an Innovative Work Systems Initiative ("Initiative") to promote major initiatives for substantive change in the workplace at Yale. The Initiative seeks to enhance employee involvement and performance by promoting local projects that make significant changes in how work is organized and managed. Productivity initiatives, and their accompanying targets and metrics, job flexibility, improved management or Union practices, team-based work organization, a higher degree of employee participation in work process design and decision-making, increased skills training, and opportunities for gain sharing are examples of

projects to be explored. As projects advance and the University and the Union gain experience in successfully implementing better work systems, the parties intend that improvements will be implemented in many work units around the University consistent with the operation of such work units.

7. There will be an Initiative Steering Committee with ten (10) members, including five (5) University representatives, three (3) Local 34 representatives and two (2) Local 35 representatives. The University representatives will be appointed by the Vice President for Finance and Administration; the union representatives will be appointed by the Presidents of the respective union locals. The Steering Committee will undergo extensive training in high performance organizations within six (6) months of the Agreement and will receive ongoing training coordination and facilitation from external and/or internal consultants during that period and from time to time thereafter as mutually agreed.
8. The Initiative Steering Committee will review proposals for local demonstration/pilot projects and may make proposals or actively solicit them. Projects will be chosen by consensus in the Steering committee and will be subject to final approval by the Policy Board. Financial resources must be committed or made available as a condition for Board approval in order for the project to be implemented.
9. Projects will be undertaken in both the Local 34 and Local 35 bargaining units. A high degree of interest among both employees and managers in an area will be a strong positive fact in the selection process. Ideally, projects will be spread across the campus and representative of the kinds of work performed by employees represented by the unions. Local project meetings will be informal with joint agendas and will normally take place on work time in departments.
10. A Joint University/Union Labor Relations Training and Education Program will be established. In order to insure the success of this program, it is critically important and expected that both management and union representatives will participate. This Program will develop and implement a curriculum,

including but not limited to: human resources management issues, the collective bargaining agreements, an interest-based negotiation process, problem solving, diversity training, and standards of conduct.

11. A Joint Problem-Solving Committee will be established. Whenever possible problems should be solved at the lowest department level. However, because we recognize that some problems cannot be solved locally we want to create processes to allow timely, non-confrontational resolution of problems. When either party perceives that a systemic obstacle exists to solving a problem at the local level, that party is encouraged to seek assistance within the Committee.

Options for action by the Committee on problems referred to it include, but are not limited to:

1. Sending the problem back to the department for solution;
2. Sending the problem back to the department for solution, and designating Union or management employees to assist the department with problem solving;
3. Sending the problem back to the department for solution with recommendations as to the problem-solving process or the content of a solution;
4. Create a joint ad hoc committee to recommend a solution or assist the department with problem solving;
5. Develop a solution itself or assist the department with problem solving.

The multiplicity of options, most of which do not include direct intervention by the Committee is meant to underscore the Committee's paramount function of promoting the growth of a culture of communication and problem solving. It is also meant to limit the members' responsibilities to the Committee and their time commitment to a reasonable level, given their other responsibilities in the University or Union.

While it is our mutual expectation that the problem-solving process will significantly reduce the number of grievances

that will need to be processed, the grievance language in the respective contracts will remain in force except that time limits in the grievance process will be tolled during the problem-solving process unless the Union gives the University written notice that it wants grievance time limits to be observed.

12. Joint, periodic, and effective communication to the University community shall be undertaken to publicize topics including Best Practices Successes, Health and Safety, Labor/Management Training, and various other communications from University/Union leadership.
13. Recognizing that Labor and Management seek to create an atmosphere of mutual respect and trust, and that both seek to identify opportunities for improved productivity and workplace satisfaction, the parties agree that the University shall:
  - (a) Create a fifty thousand dollar (\$50,000) budget line under the auspices of the VP for Finance and Administration each year for the first three (3) years of the program to fund the operating expenses of the various committees and structures created under this Article including, by way of example and not by way of limitation, facilitating joint trips to meetings, demonstration projects and other labor-management programs and supporting training opportunities and related expenses that can contribute to the spirit and intent of this Article. The Policy Board shall determine the allocation of these funds each year.
  - (b) Create an additional fifty thousand dollar (\$50,000) budget line under the auspices of the VP for Finance and Administration for the first year of the Initiative Steering Committee to facilitate its initial work. The Initiative Steering Committee shall determine the allocation of these funds, which may be utilized, by way of example and not by way of limitation, for the committee's training and facilitation, for outreach to the Yale community, and for demonstration projects. This budget line is independent of any financial resources that may be made available pursuant to Section 8 hereof.

- (c) Provide reasonable release time without loss of pay for a reasonable number of union representatives and/or committee members, subject to the approval of their Supervisors and operational needs, for the sole purpose of furthering the purposes of this Article.
- 14. Effective with the January 2005 raises, a program of non-grievable bonuses to Staff Members shall be implemented according to standards established by Joint Departmental Committees in work units where those committees are operating. No bonus shall exceed five hundred dollars (\$500) per year.
- 15. The provisions herein shall apply for three (3) years subsequent to ratification of the Agreement, at which time both Labor and Management shall assess the results of the projects and may choose, by mutual agreement, to continue and/or expand the program.
- 16. All of the structures described above can be changed at any time by mutual agreement. The University and the Unions recognize that there is high likelihood that changes will need to be made over time and that not all projects or departmental committees will be totally successful immediately.
- 17. Since the purpose and intent of this Article is to foster voluntary labor-management cooperation, this Article shall not be subject to the grievance and arbitration provisions of either the Local 34 or Local 35 Agreement, nor shall any of the provisions of this Article be construed to interfere with or modify in any way the terms of Article 22 in the Local 35 Agreement.

## ARTICLE XLV

### **Labor Peace Agreement**

The University and the Unions recognize that it is in the best interest of the Yale and New Haven communities to maintain positive and productive ongoing labor relations at Yale, and the parties reaffirm their commitment to the principles and structures of the Best Practices Article(s) of this Agreement. In addition, the parties agree that the Best Practices Policy Board, capitalizing on the trust

built and the interest-based problem-solving skills acquired during this settlement process, will begin no later than July 12, 2020 to negotiate the terms of the next Agreement. In addition, the Policy Board may choose to include key leaders of either the Unions or the University whose skills and/or expertise will contribute to the advancement of the negotiations.

## ARTICLE XLVI

### **Duration of Agreement**

1. This Agreement shall be effective January 21, 2017 and shall remain in effect until 12:01 a.m. on January 23, 2022 and from year to year thereafter unless terminated in accordance with the provisions of Paragraph 2 of this Article.
2. Either party may terminate this Agreement as of 12:01 a.m. on January 23, 2022 or on any January 23 thereafter. If either party desires to exercise this right, it shall give the other party written notice not less than ninety (90) days prior to the January 23 in question. The parties agree to meet within fifteen (15) days after the date of receipt of such notice to consider the making of a new Agreement.
3. If this Agreement is terminated by either party, and the parties have not reached a new agreement by the expiration date of this Agreement, the arbitration procedure provided by Article XXXVI (Grievance and Arbitration Procedure) of this Agreement shall not be available with regard to grievances based upon action taken by the University after the expiration date of this Agreement, unless the parties have specifically agreed to extend the entire Agreement for a definite period or specifically agree in writing to arbitration of a particular grievance.

**Supplemental Agreements. Best Practices  
Labor-Management Projects and Commitments**



## SUPPLEMENTAL AGREEMENT I

**Clinical Practice Job Security and Growth Memorandum of Agreement (“Clinical MOA”)**

1. Contingencies/Conditions to Agreement. The University and Local 34 agree that the University’s clinical practice job security and growth commitments (Sections 5 and 6 below) are conditioned on the agreement of Local 34, to the terms, reciprocal assurances and actions set forth below and throughout this Clinical MOA and compliance therewith, and any material breach by Local 34 as determined by an arbitrator shall relieve the University of its obligations set forth in Sections 5 and 6, and Addendum B of this Clinical MOA.
  - a. The University and Local 34 agree that all pending grievances, any disputes about clinical positions, and jurisdictional issues involving clinical positions, except for Reserved Grievances listed in Addendum A, paragraph 2, are resolved as of the effective date of this Clinical MOA and the parties’ 2017 Collective Bargaining Agreement (“2017 CBA”). See Addendum A.
  - b. Local 34 will not, for the term of the 2017 CBA, target, disparage, or undermine Yale Medicine (YM), its representatives or its clinical partners, including Yale New Haven Hospital (YNHH or Hospital), through any political, legislative, publicity/public relations and community outreach actions and campaigns that would harm the University’s clinical practice. Local 34 further agrees that it will not engage in any of the above activities either directly, or indirectly, through its parent union or affiliated local unions acting on behalf of Local 34. It is also agreed that Local 34 will not directly or intentionally align with unions that have collective bargaining agreements within the Yale New Haven Health System to disparage the Yale New Haven Health System. The provisions of this paragraph are not intended to otherwise constrain Local 34 from engaging in public advocacy with other unions or allied organizations that is not intended to harm the University’s or its clinical partners’

clinical practice or from actively representing its members in bargaining, grievances or disputes. In addition, Local 34 will work collaboratively with clinical leadership to further enhance patient care and promote the success of the clinical practice.

- c. Local 34, as reflected in the current round of negotiations, has agreed to 2017 wages and benefits that are more comparable to similar jobs in regional academic medical centers, outpatient facilities and private physician practices.
- d. Local 34 will collaborate in good faith with YM and its clinical partners, including YNHH, to promote the delivery of high quality, cost effective and accessible health care services and to promote a focus on exceptional customer service and patient centered care among its members.
- e. Local 34 will support Yale's implementation of reasonable work rules that address patient care needs, as well as changes in healthcare industry conditions and regulatory demands. Significant changes to existing work rules will be discussed in the Yale Medicine Union-Management Committee as outlined in Section 2c.

2. Joint Commitments. Per Article XLIV, "Best Practices, Labor-Management Cooperation" the University and Local 34 agree to the following commitments to collaboration in the Clinical Practices:

- a. Policy Board. The Policy Board shall meet periodically with the chief executive officer of Yale Medicine and other guests as needed to discuss policy-level issues regarding major new developments in Yale's clinical practice, future trends and changes in the healthcare industry, mutual interests in healthcare access, quality and cost control, opportunities for collaboration on public policy, and other macro-level issues important to either union or management.
- b. In July 2020, the parties will open negotiations on a successor contract, including discussions of clinical practice issues such as Medical Practice Management, Inc.

c. **Yale Medicine Union-Management Committee.** The parties will establish a senior level joint University / Union committee (using HBET as a model) to gather facts, review, and engage in problem-solving over job security concerns, including the work boundary in covered ambulatory specialty clinical practices and other clinical operations; to address issues that may arise related to the implementation of the 2017 Clinical MOA; to explore developments in the healthcare industry that may affect clinical Staff Members, including the increased use of technology; to explore opportunities to improve the workplace, including work processes, flexibility, reasonable work rules, training, and advancement; and to explore alternatives to layoffs from restructuring before they occur. This committee will oversee implementation of and monitor compliance with the provisions of this Clinical MOA. Issues not resolved by this committee can be raised to the Policy Board.

The parties share an interest in minimizing conflict and problem-solving constructively over Local 34's interests in having bargaining unit members staff YM's clinical practices. The committee will begin by addressing the ways that EPIC has reorganized patient scheduling duties in the clinical practices and problem-solve constructively over Local 34's interests in having bargaining unit members continue to perform scheduling functions previously performed. Additional issues to be addressed by the YM Union-Management Committee may include:

- i. Considering roles of Administrative Assistants, clinical laboratory positions, and coding analysts in supporting YM's clinical operations;
- ii. Discussing ambulatory specialty clinical practice expansions and primary sites in the City of New Haven and Yale's West Campus;
- iii. Developing a plan for a Clinical Job Titles and Flexibility Project;

- iv. Reviewing opportunities for collaboration on clinical operations and clinical services in the Department of Pathology;
- v. Discussing the potential development of ambulatory specialty clinical practices on Yale's West Campus; and
- vi. Identifying and discussing initiatives of joint interest to the parties.

3. Definitions for Purposes of this Clinical MOA.

- a. The term "Covered Ambulatory Specialty Clinical Practice" is defined as any University ambulatory specialty clinical practice located within the City of New Haven or at Yale's West Campus that is staffed predominantly by full-time YM faculty to provide clinical services at the practice site and operated by YM, where the professional component billing is exclusively for services rendered at the practice by YM. This term does not include primary care practices, ancillary clinical services, clinical laboratory services, clinical administrative and financial support services (e.g. billing, coding, and other financial services-related support), Patient Financial Services (PFS), inpatient services, ambulatory surgical centers, Veterans' Affairs facilities, CMHC, any other entity operated in whole or in part by a State or Federal Agency, or any ambulatory specialty clinical practice operated by, licensed by, or operated under a license of an entity other than YM.
- b. The term "full-time YM faculty" is defined as faculty who have a title described in the Yale University Faculty Handbook and who are assigned clinical responsibilities and are full-time employees of Yale University. The term does not include faculty who have only voluntary appointments, part-time faculty, research-track faculty, or ladder faculty who have no clinical responsibilities.
- c. The term "direct patient care support positions" is defined as positions located within the City of New Haven or at Yale's West Campus staffed by clerical and technical employees in the Local 34 bargaining unit whose primary

duties are patient scheduling, coordination of patient services, new patient intake, communication with patients, clinical reception, patient check-in and check-out, and pre-visit and visit clinical encounters with patients in support of full-time YM faculty who provide clinical services at Covered Ambulatory Specialty Clinical Practices.

- d. The term “ancillary clinical services” is defined as the professional services provided within the City of New Haven or at Yale’s West Campus by full-time YM Faculty for diagnostic and therapeutic services (e.g., diagnostic radiology, therapeutic radiology, emergency medicine, anesthesiology).
- e. The term “clinical laboratory services” is defined as the professional services provided within the City of New Haven or at Yale’s West Campus by full-time YM Faculty for clinical laboratories operated by the University.
- f. The term “clinical laboratory positions” is defined as positions located within the City of New Haven or at Yale’s West Campus staffed by clerical and technical employees in the Local 34 bargaining unit which provide support to the clinical laboratory services operated by the University and staffed by full-time YM faculty who provide clinical services at the location.
- g. The term “non- direct patient care support positions” is defined as positions located within the City of New Haven or at Yale’s West Campus staffed by clerical and technical employees in the Local 34 bargaining unit which provide to YM clinical administrative and financial support (e.g. billing, coding, other financial and central registration services, such as: , prior authorization, collections, cashiering, customer service, and accounts receivable), including non- direct patient care support positions at PFS (including PFS positions at 100 Church Street South) and non direct patient care support positions at (i) clinical laboratories; (ii) ancillary clinical locations; and (iii) Covered Ambulatory Specialty Clinical Practices.

- h. For the avoidance of doubt, all definitions in this Section 2 are expressly limited to Local 34 bargaining unit positions located in the City of New Haven or at Yale's West Campus and specifically exclude any position staffed by employees of another employer or any entity located outside of the City of New Haven or Yale's West Campus.
  4. 2009 Clinical Operations Agreement. This Clinical MOA replaces and, in all respects, supersedes the terms of the 2009 Agreement on Joint Initiatives Relating to Clinical Operations.
  5. Job Security. The University agrees to take the following actions to enhance job security for bargaining unit members who work in clinical positions in the Yale School of Medicine for the duration of the 2017 CBA:

    - a. Limitations on Relocating New Haven and Yale West Campus Covered Ambulatory Specialty Clinical Practices. The University agrees that Covered Ambulatory Specialty Clinical Practices located within the City of New Haven or on Yale's West Campus will not be relocated outside of either the City of New Haven or Yale's West Campus. The University further agrees that a Covered Ambulatory Specialty Clinical Practice will continue to be a primary site and location for that practice. The performance of clinical work by a YM physician at an ambulatory specialty clinical practice site outside of the City of New Haven or Yale's West Campus will not constitute a relocation of a Covered Ambulatory Specialty Clinical Practice.
    - b. Covered Ambulatory Specialty Clinical Practices That Relocate Within New Haven or Yale's West Campus. If all or part of a Covered Ambulatory Specialty Clinical Practice located within the City of New Haven or on Yale's West Campus is relocated within the City of New Haven or on Yale's West Campus, any direct patient care support positions that are currently filled by a Local 34 bargaining unit member, the majority of whose work is in the clinical practice that is relocating, will relocate to the new location.

- c. Direct Patient Care Support Positions in Existing Covered Ambulatory Specialty Clinical Practices. In any Covered Ambulatory Specialty Clinical Practice in existence as of the execution of the 2017 CBA that is located in the City of New Haven or on Yale's West Campus, direct patient care support positions that are currently performed by Local 34 bargaining unit members and covered by the 2017 CBA will continue to be covered by the 2017 CBA and performed by Local 34 bargaining unit members if such positions become vacant and replacements are hired.
- d. Location and Staffing of Three Centers. A primary practice site for each of the Yale Center for Musculoskeletal Care, the Yale New Haven Spine Center, and the Bariatric Center will be located in the City of New Haven or West Campus.
- e. Sale or Transfer of Ownership. In the event the University sells or transfers ownership of a Covered Ambulatory Specialty Clinical Practice located within the City of New Haven or on Yale's West Campus to another entity, the University will secure, as a condition of sale or ownership transfer, the successor employer's written assumption of the Local 34 collective bargaining agreement for the balance of its duration as it applies to Local 34 bargaining unit members employed in the sold or transferred practice. The University will seek the successor employer's commitment to hire the Local 34 staff who are represented by Local 34 in the CASC at the time of the sale, provided however that such commitment is subject to changes in the level of staffing.
- f. Clinical Laboratory Positions. The University will not transfer to YNHH existing or replacement University clinical laboratory positions currently staffed by Local 34 bargaining unit members and covered by this Clinical MOA.
- g. Non Direct Patient Care Support Positions. If all or part of a unit of non direct patient care support positions located within the City of New Haven or on Yale's West Campus is relocated within the City of New Haven or on Yale's West Campus, then any non direct patient care support positions currently filled by a Local 34 bargaining

unit member and covered by this Clinical MOA will be relocated to the new location.

- h. Patient Financial Services [PFS]. During the term of the 2017 CBA, Local 34 bargaining unit members in PFS non direct patient care support positions will not be subject to layoff as a direct result of relocation of PFS outside the City of New Haven or Yale's West Campus; or as a direct result of subcontracting, except that the limitation on lay-off as a direct result of subcontracting is not applicable, if, as compared to the prior year, there is either no increase or a decline in YM's clinical revenue from billed and/or collected professional services from self-pay and private third party insurers.

6. Clinical Practice Job Growth.

- a. Expansion of Existing Ambulatory Specialty Clinical Practices. If a Covered Ambulatory Specialty Clinical Practice operated by YM, in existence at the execution of the 2017 CBA, is expanded within the City of New Haven or at Yale's West Campus such that it is necessary to add direct patient care support positions that are the same as those filled by Local 34 bargaining unit members at the time of the expansion, then such new direct patient care support positions will be covered by the terms of this Clinical MOA and staffed by Local 34 bargaining unit members. This paragraph shall apply to the expansion of a Covered Ambulatory Specialty Clinical Practice by the addition of sites or services within the City of New Haven or Yale's West Campus.
- b. Development of New Covered Ambulatory Specialty Clinical Practices. During the term of the 2017 CBA, the University will staff any Covered Ambulatory Specialty Clinical Practices that are newly developed within the City of New Haven or at Yale's West Campus, with direct patient care support positions pursuant to the terms of this Clinical MOA and who will be part of the Local 34 bargaining unit.
- c. Acquisition by YM of an Ambulatory Specialty Clinical Practice. During the term of the 2017 CBA, if an ambulatory

specialty clinical practice within the City of New Haven or on Yale's West Campus is newly acquired by YM, and such practice subsequently meets the definition of a Covered Ambulatory Specialty Clinical Practice as set forth in Section 2a, above, the University and Local 34 will meet and discuss in good faith ways to transition any equivalent direct patient care support positions for such practices to coverage under Clinical MOA and inclusion in the Local 34 bargaining unit.

7. Local 34 Geographic Jurisdiction. In consideration for the parties' agreeing to the terms of this Clinical MOA and the parties' 2017 CBA, Local 34 agrees that for the duration of the 2017 CBA, its geographic jurisdiction is limited to the City of New Haven and Yale's West Campus for the purpose of representation of all University clerical and technical employees in all University clinical practices predominantly staffed by full-time YM faculty, including but not limited to direct patient care support positions, clinical laboratory positions, and non direct patient care support positions. For the duration of the 2017 CBA, Local 34 will not assert any jurisdictional claim for clinical positions in clinical practices predominantly staffed by YM faculty that are located outside of the City of New Haven and Yale's West Campus. Except for the limitation on Local 34's geographic jurisdiction set forth in this paragraph 7 and throughout this Clinical MOA, nothing in this Clinical MOA shall otherwise be construed to define the scope of Local 34's geographic jurisdiction as set forth in Article I of the 2017 CBA with respect to clerical and technical employees who are in non-clinical positions (such as employees in positions other than direct patient care support positions, clinical laboratory positions, or non direct patient care support positions).

Notwithstanding the foregoing, the parties agree that Local 34 positions currently staffed with Local 34 bargaining unit members at the Branford Cardiology and Hamden Behavioral Health locations will remain bargaining unit positions for the duration of the 2017 CBA. Such positions and their incumbents will be subject to all applicable terms and conditions of employment included in the parties' 2017 CBA.

8. Preservation of University Rights. This Clinical MOA is not intended to fix the number of clinical positions covered by the terms of this Clinical MOA and included in the Local 34 bargaining unit or to restrict the University's existing management rights in any way whatsoever, including, without limitation, its right to reorganize, reduce or close all or parts of its clinical practices, ancillary clinical services, clinical laboratory support services, and/or administrative/financial units that support YM; to create expansion or satellite clinical practice facilities outside of the City of New Haven and Yale's West Campus; or to subcontract any bargaining unit work; consistent with the terms of the parties' collective bargaining agreement.
9. Union Waiver of Joint Employer Claims. For the duration of the 2017 CBA, Local 34 agrees that it will not assert that YNHH is the "employer" or "joint employer" of the employees covered by this Clinical MOA or is otherwise considered a "joint employer" with the University and/or YM for purpose of this Clinical MOA or for any other reason, with respect to any state, local, or federal statute, including, without limitation, the National Labor Relations Act, the Fair Labor Standards Act, and the Civil Rights Act of 1964, publicly or in any proceeding of any kind whatsoever, including without limitation before any tribunal, administrative agency or judicial body.
10. Notice, Opportunity to Cure and Expedited Arbitration. In the event of a material breach of this Clinical MOA by the University or Local 34, including by Local 34 through its parent union or affiliated local unions, acting on behalf of Local 34, the party claiming such breach shall notify the other party in writing. The Yale Medicine Union-Management Committee described in paragraph 2 shall meet to discuss the issue within fifteen (15) days of notice to seek a mutually agreeable remedy. In the event that the committee cannot reach agreement and/or the claimed breach is not cured to the satisfaction of the claiming party within thirty (30) days of the committee meeting, the Policy Board shall convene to seek a mutually agreeable remedy. Should the Policy Board fail to reach agreement on such remedy, or in the event that the

claimed material breach is not cured to the satisfaction of the party alleging such material breach within thirty (30) days of the Policy Board meeting, either party may seek expedited arbitration. The claiming party, as its sole and exclusive forum, may submit the dispute for an expedited arbitration pursuant to the American Arbitration Association's Expedited Labor Arbitration Procedures. The arbitrator shall have the discretion and authority to issue interim and injunctive relief and to award any remedy appropriate under the circumstances. More specifically, in the event of an arbitrator's finding of a material breach by Local 34, the arbitrator shall reaffirm the University's relief from its obligations as set forth in paragraph 1 of this Clinical MOA and may award further appropriate remedy or relief. In the event of an arbitrator's finding of a material breach by the University, the arbitrator shall have discretion and authority to award any remedy appropriate under the circumstances, including relieving Local 34 of any and all of its obligations under this Clinical MOA. The arbitrator shall have no authority to add to, subtract from, or modify any provisions of this Agreement. The arbitrator's determination shall be final and binding upon the parties, and an award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Clinical MOA and the Award. In the event either party refuses expedited arbitration upon the inability of the Policy Board to reach a mutual agreement to cure an alleged material breach of this Clinical MOA, the charging party may seek judicial relief for the sole purpose of compelling expedited arbitration. The parties agree that routine labor management disputes under, or relating to, this Clinical MOA shall be subject to resolution under the standard grievance and arbitration procedures of the 2017 CBA.

11. Term. Unless otherwise stated herein, all terms and conditions of this Clinical MOA shall be in effect for the duration of the parties' 2017 Collective Bargaining Agreement.

ADDENDUM A

**Side Letter of Agreement Regarding Disputed Positions**

1. Pursuant to the Clinical Job Security and Growth Memorandum of Agreement (“Clinical MOA”), entered into by the University and Local 34, Local 34 has agreed to withdraw the following grievances with prejudice:

L34-2013-20341, L34-2013-20342, L34-2013-20354, L34-2013-20355, and L34-2013-20360

L34-2016-20612 through 20641, inclusive, except for L34-2016-20614, 20625 and 20627

L34-2016-20681

L34-2016-20704

The parties will have a separate list of agreed upon specific grievances and claim resolutions.

2. The parties agree that in the interests of maintaining positive labor relations and in consideration for agreeing to the terms of the 2017 CBA and Clinical MOA, the grievances both filed before December 21, 2016 and listed below (including without limitation all of the issues raised therein) shall be reserved and hereby are tolled until the expiration of the 2017 CBA (“Reserved Grievances”). It is agreed that neither party shall process or litigate any Reserved Grievance to arbitration or any other forum whatsoever (including without limitation before an administrative agency or court) until after expiration of the 2017 CBA. The parties further agree that, should either Local 34 or the University deem it appropriate or necessary to do so at time, that party may bring to arbitration under the CBA as the sole and exclusive remedy and forum any Reserved Grievance. With respect to the Reserved Grievances, the parties agree that the University and Local 34 will maintain any and all claims and defenses, including without limitation the “Agreement on Joint Initiatives Relating to Clinical Operations” dated April 9, 2009 (the “2009 Agreement”), that were otherwise available to them on or before execution of this Side Letter, except that the University agrees not to challenge the timeliness of the

Reserved Grievances listed below. Nothing contained in the 2017 CBA or Clinical MOA shall have any effect whatsoever on (nor shall be used to attempt to support or defend) either party's claims or defenses in the Reserved Grievances. Accordingly, in any arbitration of a Reserved Grievance, the Parties agree that the arbitrator will be specifically instructed not to take into account either the provisions of the 2017 CBA or the decisions of either party to grieve or not grieve a matter arising under the 2017 CBA agreement. No defenses or arguments may be made based on the non-pursuit of the Reserved Grievances during the term of the 2017 CBA. In any arbitration of Reserved Grievances, the parties agree not to submit as evidentiary exhibits proposals made in the course of these negotiations after January 1, 2016 that were rejected or withdrawn.

The following are the Reserved Grievances:

L34-2016-20614

L34-2016-20625

L34-2016-20627, L34-2016-20682, L34-2016-20691 (MPM Grievances)

3. The parties otherwise agree that it is desirable to provide closure and repose with respect to all other claims regarding clinical jurisdiction by Local 34. The parties agree that any and all other claims or potential claims relating in any way to Local 34's claims regarding clinical jurisdiction with respect to positions in existence as of the date of this Side Letter (which are not included in the list in Paragraph 2 above), are hereby waived and extinguished with prejudice ("Extinguished Claims"). Local 34 further agrees not to pursue the Extinguished Claims in any forum whatsoever, including without limitation before an arbitrator, administrative agency, or court.

#### ADDENDUM B

The University hereby agrees to enter into an agreement with YNHH regarding clinical practice staffing commitments. The term of this Agreement shall be five (5) years, coterminous with the 2017 CBA

between Yale and Local 34. The University will provide Local 34 officials with a copy of the fully executed agreement. Local 34 agrees to keep this agreement and its terms confidential and not release it to third parties except as required by law and with the advance written permission of the University and YNHH.

#### **SUPPLEMENTAL AGREEMENT II**

#### **Union-Management Partnering on Yale Research Operations**

##### **Statement of Principles:**

Yale University and Local 34 are committed to advancing Yale's reputation in science and technology. To this end, both parties agree to undertake joint projects intended to achieve new levels of excellence in the research environment, to rethink research as it evolves at West Campus, to build opportunities for professional development and advancement for research staff, and to address the unique pressures of the research enterprise and its funding environment.

1. Both parties recognize the unique pressures of a 24/7/365 research operation in the context of an academic environment.
2. Both parties agree on the importance of performing research work of the highest caliber.
3. Both parties recognize that excellence is enhanced when:
  - a. Both Staff Members and scientists are valued members of the research team.
  - b. Staff Members are flexible in support of research objectives.
  - c. Staff Members perform their work with excellence.
  - d. Outstanding work is recognized with opportunities for advancement.
  - e. Staff Members and their Supervisors are engaged in dialogue about both performance and professional development and advancement opportunities.
  - f. Staff Members have opportunities to develop their skills, broaden their experience, and build a meaningful career

4. Both parties recognize that Clerical and Technical research assistants add value to the research enterprise by providing a measure of workforce stability and institutional knowledge to the conduct of research.
5. Both parties recognize that the research enterprise is highly competitive, that it is funded largely by monies from external grants and contracts, and that future success in obtaining such funding and in maintaining a high-quality research enterprise requires an efficient, cost-effective approach to operating a research facility.
6. Both parties recognize that unique opportunities for growth and excellence in research are presented by collaborative efforts in Yale's West Campus.

### **Research Operations Collaboration**

To implement these principles, the parties will establish a joint collaboration in the research enterprise and will appoint Sponsors to guide that collaboration. The University Sponsors will be high level leaders from both the Faculty of Arts and Science and from the Medical School research organization. The Union Sponsors will be Local 34 Leaders from the Research Areas. The Sponsors will provide goal-level guidance to the effort. The parties will also form a joint union-management Research Operations Steering Committee. The purpose of this joint committee will be to consider the organizational challenges facing staff, their managers, and academic researchers in the research environment, and to charter and guide joint projects intended to achieve new levels of excellence in the management and implementation of research at Yale. The Steering Committee may undertake projects on its own or work may be delegated to joint task forces, Joint Departmental Committees, joint communication partners, or other joint mechanisms. The Steering Committee will meet monthly or on a mutually agreed-upon schedule, and will provide periodic reports to the University leaders of the research enterprise and the Policy Board. If conflicts arise that cannot be resolved at the Committee level, or if issues arise requiring negotiation, those conflicts or issues will be referred to the Policy Board. As the Steering Committee develops experience, it may propose changes to membership, scope, and projects.

At the recommendation of the Research Operations Steering Committee, the Sponsors will mutually agree upon the projects to be undertaken and what roles and authority the respective parties will exercise in implementing the projects. They will ensure that overall goals, milestones, and timelines for projects are established. The project goals will be realistic and will reflect the interests of both parties and those of the research community. Collaboration on these projects represents a new model of cooperation that the parties have agreed to pursue; at the same time, the parties acknowledge that this collaboration is not equivalent to co-management of the research enterprise.

1. First project: High-skills research training. Both parties recognize the need for qualified, highly accomplished research assistants who are flexible and dedicated. The parties understand that career paths and advancement opportunities are essential in order to foster excellent performance. Yale appreciates the significance of the proposal to introduce Local 35 paid time off standards for new hires in Local 34. Therefore, both parties agree to embark on an ambitious project to reimagine training for research assistants at Yale.
  - a. The first phase of this project will be an examination of the current training environment and the development of recommendations that improve research assistants' skill acquisition and create career paths and advancement opportunities. The Committee will examine: How do research assistants learn their jobs? What is successful about this process? What is lacking? Building from a template of the research job classifications and appropriate job duties for each Labor Grade level, the Committee will identify skills and design a training program that helps research assistants acquire those skills and advance their careers, and that makes research assistants more capable and adaptable to the ever-changing world of research. Special attention should be focused on building universally applicable skills that allow research assistants to move from one research environment or project to another, and that encourages flexibility, learning new subject matter at sufficient depth, and in special cases where appropriate,

independence in conducting the work. The Committee will make recommendations to the Sponsors or to the Best Practices Policy Board.

- b. The second phase of this project will be a pilot project to implement the new training program and other recommendations. In keeping with the Support to Laid-Off Staff provisions agreed to by the parties, an initial application of this project will be with Research Assistants in the Interim Employment Pool, and will include linking training opportunities to specific IEP assignments that enhance the acquisition of new knowledge or skills and that increase the likelihood of placement. Building from lessons learned in the initial application with IEP candidates, the pilot project will also address the acquisition of new skills and career advancement for actively employed research assistant Clerical and Technical staff.
- c. After the pilot project, the Steering Committee may consider projects to expand the training program to support Clerical and Technical Staff Members in other job families or to link with other training programs for researchers within the New Haven community.

2. Other projects might include:

- a. Create a “Credo for Research Excellence at Yale.”
- b. Consider various ways to increase Staff Member involvement in scientific inquiry, including recommending potential work process design projects, especially in core facilities and the West Campus.
- c. Support the implementation of performance feedback and Supervisor/Staff Member dialogue in the research enterprise at Yale.
- d. Educate staff about the economics of the research enterprise, and engage staff, managers, and scientists in identifying or exploring cost-saving or research effectiveness strategies.
- e. As West Campus research objectives take shape, consider a pilot project on West Campus to rethink research operations

and work processes. New work system concepts may include flexible coverage, alternative salary and benefit provisions, high performance, and implementing the new model of skill acquisition developed in the first pilot project (above).

The activities described above will be supported by the University through the existing Best Practices infrastructure and budget, which is overseen by the Policy Board.

#### SUPPLEMENTAL AGREEMENT III

##### **Development & Advancement for Staff Members**

1. The University, in conjunction with Local 34, will create a Career Development Office for Staff Members.
  - (a) The Office will be established within six (6) months of ratification of this agreement and accountable to the joint Union and University Best Practices Policy Board.
  - (b) The Office will be led by a University manager. The Union will participate in the selection process for this position.
  - (c) The Office will oversee:
    - i. The Human Resources Clerical & Technical Staffing Representatives;
    - ii. Yale Temporary Staffing Services;
    - iii. Support to laid-off Clerical & Technical Staff Members;
    - iv. Counseling support to assist Clerical & Technical Staff Members seeking advancement or a transition to a different job family; and
    - v. Career development seminars, resume writing workshops, coaching on interviewing, etc.
  - (d) The Office will work on its initiatives with the Job Search Team, which shall include three (3) Union members released by the University. The University will participate in the selection of those Union members assigned to the Job Search Team (see Article XVII (Job Security), Section 3(c)).

- (e) The Office will track internal advancement success versus targets established.
2. Development and Advancement Councils (DAC), as further described below, will be established for five (5) major job families (Administrative Assistants, Research Assistants, Financial Assistants, Account Assistants, and Library Staff) that make up more than seventy percent (70%) of Local 34 Membership and nearly sixty-six percent (66%) of the annual C&T position openings.
  - (a) The Councils will be made up of University representatives and Union members with experience and expertise in the respective job families.
  - (b) The Councils' charter is to expand internal promotions in their respective job families.
  - (c) The Councils will:
    - i. Recommend a technical and soft skill training curriculum and identify training capabilities and roles to overcome current barriers to internal advancement. Staff Members can make recommendations for improving training to the Development and Advancement Councils.
    - ii. Support, mentor, and advocate for C&T Staff Members seeking advancement or alternative assignments within their job family.
    - iii. Assist IEP candidates within their respective job family to gain temporary and/or permanent placement.
    - iv. Recommend how to utilize local hiring to build a pipeline to YTSS and Yale University job openings in their respective job family.
    - v. Coordinate their activities with the Career Development Office and report regularly to the joint Union and University Policy Board.
    - vi. May recommend training and advancement programs to the Policy Board for action and resources.

- (d) An Administrative Assistant DAC will be established and operational within six (6) months following ratification of this agreement.
- (e) Union members will be released on work time to conduct the business of the DACs (release time budget to be agreed upon by Union and University).

3. The University and Local 34 will expand opportunities for qualified bidders for promotional positions as described below:

- (a) The University and Local 34 will discuss ways to strengthen the process by which qualification and selection determinations are made, in accordance with contract language, and make improvements as necessary. Specifically, they will:
  - i. Document the current application and qualifications process.
  - ii. Jointly develop feedback checklists for internal candidates to give them a more clear understanding as to why they weren't successful candidates.
  - iii. Jointly recommend and implement ways to communicate improved qualifications and selection processes to staff and hiring managers.
  - iv. Local 34 will periodically review the qualifications process and checklists.
  - v. Jointly agree upon a method to address and quickly resolve questions of individual qualifications for jobs.
  - vi. Jointly continue to work to improve the qualification processes.
- (b) Hiring Supervisors may elect to relax the posted requirements for a particular opening in order to hire an internal or laid-off Staff Member (see Article XVI (Promotions and Transfers), Section 7 & Article XVII (Job Security), Section 2(b)(iv)).
- (c) All qualified bidders will be interviewed either by Human Resources, the Hiring Manager, or both parties. Hiring Managers retain the right to interview qualified candidates.

- (d) Local 34 will receive a weekly electronic copy of all Local 34 job postings.
- (e) Where there are three (3) internal qualified bidders in the five (5) job families with Development and Advancement Councils, forty-eight (48) hours will be given to the Union to review the reasons for selecting an external candidate. If needed, additional information will be requested from the manager by Human Resources.
- (f) Provide a voluntary forty-five (45) day trial period for internal candidates bidding on promotional positions to encourage managers to assess them in the position;
  - i. either party may opt-in for the trial;
  - ii. either manager or Staff Member can elect not to proceed within the forty-five (45) day window;
  - iii. the Staff Member can return to their prior position at the prior hourly rate;
  - iv. Staff Member can only opt out of one (1) position during a period of one (1) year; manager can only opt out once per position;
  - v. the University will monitor the progress of a trial period and share progress reports with the Union;
  - vi. the Union and University will review how well this process is working on an ongoing basis and make adjustments as necessary.

4. Metric:

- (a) Between January 20, 2013 and July 1, 2014, the University will fill internally more than sixty-six percent (66%) of Labor Grade D and E positions with three (3) or more qualified internal applicants in the five (5) job families covered by Development and Advancement Councils. Every month, the University will share with the Union a report of all filled bargaining unit positions. It will also provide a report of all jobs filled to which three (3) or more qualified internal applicants applied. These reports will be designed jointly.

- (b) During the life of this Contract, if this measure is not met, or if the University fails to maintain this progress over any six (6) month period after July 1, 2014, departments will be offered an incentive package to hire internal candidates. The incentive package will be the cost of salary and benefits during a forty-five (45) day trial period (subject to managers' agreement to opt in).
- 5. Streamline the job audit process to make it less cumbersome and work intensive:
  - (a) Utilize the new job audit form created by the joint Union and University project team.
  - (b) Redefine the criteria for Labor Grade E positions to more broadly use this level to recognize Staff Members with specialized skills and qualifications.
- 6. In order to assure there is no slippage on the appropriate classification of Clerical & Technical positions:
  - (a) The University and Local 34 will engage in an ongoing review and resolution of questions of inclusion or exclusion of positions in the bargaining unit.
  - (b) Local 34 will be advised of new and replacement M&P job postings, and job titles added, in Levels 20-23 and will be provided job content background as requested.
  - (c) Local 34 will be notified of any Clerical & Technical position being considered for upgrading to an M&P position in advance of final decision (see Article XI (Job Descriptions and Classifications), Section 7).
- 7. The University will introduce a Performance Appraisal Process for Clerical & Technical Staff to improve on-the-job feedback and skills development (see Article IX (Employee Participation and Performance Appraisal), Section 2).
  - (a) Appraisal utilized to be the form jointly developed by the Union and University project or the "FOCUS" form if already in place.
  - (b) Copies of appraisals may be released to the Hiring Manager if the Staff Member agrees. There will be a place on the form for the Staff Member to elect this choice.

- (c) A joint Union and University committee will monitor the Performance Appraisal introduction and resolve implementation issues if, and as, they occur.
- (d) The Appraisal form will not be used as part of the progressive discipline process.

8. For job families without Development and Advancement Councils, the University will create a Central Development Budget to fund training initiatives.

- (a) The Budget will initially be set at fifty thousand dollars (\$50,000) and the University will reassess as needed if requests exceed this budget.
- (b) Staff Members, working with their managers, can apply for funding for their training proposals.
- (c) The Career Development Office and The Learning Center will facilitate and support training processes created.

#### SUPPLEMENTAL AGREEMENT IV

##### **Voluntary PTO Sharing**

Local 34, Local 35, and Yale University will form a joint committee charged with designing and recommending a voluntary paid time off sharing program for use by Local 34 and 35 members. The elements of the voluntary paid time off sharing program will include, at a minimum:

1. Eligibility criteria for participation as donors/donees;
2. The scope of the donations;
3. The total amount of time donees may receive;
4. The amount and type of time that may be donated; and
5. Criteria for eligibility to receive/donate time.

The Committee will be comprised of three (3) management representatives and three (3) union representatives and will begin meeting within one hundred and eighty (180) days of the ratification of the parties' successor Agreement. Within six (6) months

of its first meeting, the Committee will share its recommended program with the members of the Policy Board and any guests they identify and agree upon.

SUPPLEMENTAL AGREEMENT V

**Central Campus Job Security**

The parties agree to form a new senior level joint committee to address Local 34's concerns about the preservation of union positions assigned to Central Campus. Using HBET as a model, the Committee will be charged to review, among other job security concerns, the facts about boundaries between Union and non-Union positions (M&Ps, excluded C&Ts, casuals, etc.) and to explore alternatives to restructuring and layoffs before these actions occur. It is anticipated that the Committee will be empowered to resolve emerging controversies. If, however, the Committee is unable to resolve a particular issue, it will be elevated to senior Union and University members of the Labor Policy Board for resolution. If a job loss perceived by Local 34 as a contractual violation cannot be resolved by the Policy Board, the parties may mutually agree to seek expedited arbitration.

Nothing in this Agreement will be interpreted to interfere with Local 34's right to file a grievance and/or arbitrate a claim that a particular restructuring and/or lay-off violates the parties' collective bargaining agreement. Nothing in this Agreement will be interpreted to interfere with the University's right to restructure a department and/or lay off employees in a manner consistent with the parties' Collective Bargaining Agreement

SUPPLEMENTAL AGREEMENT VI

**Yale Printing and Publishing Services (YPPS)**

The University agrees to develop a campaign, with the support of Yale senior leadership, to communicate with departments that it is our expectation that the University departments consider Yale Print & Publishing Services to be the first stop for printing expertise and services.

YPPS has had a long and successful record of negotiating volume discounts and first-rate service with local print shops that handle print services. By working with YPPS staff, Yale departments will receive a “one-stop shopping” approach to print and publishing services, with experts within YPPS either doing the work themselves or managing outside vendors for discounted prices, as they do now, rather than having departments go directly to an outside vendor. This will not be a requirement that the work must be done in-house; instead, YPPS will coordinate the work through an in-house process, in which YPPS staff helps clients choose the best approach to their publishing services.

The Policy Board will appoint a small working group to benchmark Yale’s print and publishing services against other peer institutions, including Brown University, and to determine options for future operations that take into account technology, the evolving nature of work, and Yale departments’ needs. Using the best practices approach of interest-based problem-solving, the group will seek to develop ideas for the marketing campaign, as well as make recommendations on how to create an organization that anticipates and responds to department needs, while at the same time saving the University money. This group will also make recommendations on job flexibility, training needs, and career paths for YPPS staff.

#### SUPPLEMENTAL AGREEMENT VII

##### **Stockroom/West Campus Resource Center**

The University recognizes the importance of the work historically performed by Local 34 members in stock rooms and the handling of research supplies on campus. In addition, the University seeks Local 34’s understanding of the economic and operational interests related to supplying research labs.

To this end, the University will commit to a Joint Union-Management Project on Stock Rooms to examine the role of stock rooms and to identify opportunities for improvement, flexibility, and common ground. The results of this project work will be shared with the Policy Board, and other senior leader guests, as identified, for further consideration.

**SUPPLEMENTAL AGREEMENT VIII**

**Health Benefits**

**Addendum A – Health Benefits Enhancement Team**

Reporting to the Policy Board, the Health Benefits Enhancement Team (HBET) will identify ways to optimize the patient experience at Yale Health and to enhance the quality of patient care and service and increase the cost effectiveness of all health benefits plans. The Policy Board will name the members of HBET, which should include key leaders from both the Unions and the University. HBET will engage the necessary partners from within the Yale community and beyond to define and execute strategic projects aimed at achieving the goals stated above. HBET will have access to the expertise, support, resources, and authority required to accomplish the goals of the projects.

**Specific Resources**

Innovation fund: In each year of this Agreement, the University will provide up to fifty thousand dollars (\$50,000) per year in funding, to support the efforts of HBET to explore innovative methods to achieve the goals stated above.

**Ongoing Review of Data**

HBET will focus on the patient experience and measure the success of its initiatives.

- HBET will identify effective ways to gather feedback from patients on their experiences of care.
- HBET will establish meaningful and appropriate outcomes measures for joint work, with special attention to the collection of data that yield actionable feedback.

HBET will monitor the success of the health benefits program to meet the goals above.

- HBET will study the enrollment patterns of bargaining unit employees in University health benefit plans and the relevant hiring trends of bargaining unit employees.
- HBET will study data that reflect the financial performance of the various plans and that track both the overall cost to the

University of the plans as well as savings achieved through the structures and programs put in place as per this Agreement.

The Parties will establish protocols for the collection, sharing, and use of patient information that comply with HIPAA and other applicable regulations and policies.

### **HBET Oversight of Union-Management Projects Related to Health Benefits**

HBET will oversee the design and implementation of the health programs described in this Agreement, such as the Health Expectations Program (See Appendix C, Health Expectations Program Table).

HBET will:

- Review carriers for the alternative health insurance plans. This provision will not be interpreted to limit or interfere with the University's contractual right to change health insurance carriers as set forth in the University's Collective Bargaining Agreement with Local 34, Article XIX (Health Insurance), Section 8(b).
- Analyze out-of-area abuse (e.g., waived fees) and develop strategies to control.
- Analyze twenty-four (24) hour Urgent Care markets in the region to assess the availability of Emergency Room alternatives for Aetna members.
- Review methodologies for setting medical premiums as they move from three (3) levels of coverage (single, two-person, and family) to four (4) levels of coverage (single, employee & child(ren), employee & spouse, and employee & family). This will take have taken place no later than early October 2017.
- Explore the potential advantages and feasibility of additional practice sites outside the Yale Health Center.

HBET will commission sub-committees to take responsibility for joint development of policies related to:

- A voluntary, employee paid, and payroll deducted Short-Term Disability Program available to bargaining unit employees (see Article XXI (Disability), Section 2).
- A voluntary Paid Time Off sharing program (see Addendum V).

SUPPLEMENTAL AGREEMENT VIII

**Health Benefits**

**Addendum B - The Union-Management Partnership at Yale Health  
Responsibility and Oversight for Joint Union-Management  
Projects at Yale Health**

1. The Yale Health Plan is nationally recognized for delivery of high-quality care and is organized so that patients receive the right care from the right providers at the right time. The Yale Health Plan should be the preferred health benefits option for most bargaining unit employees.
2. In order to stimulate and support improvements at Yale Health, HBET will commission projects to be undertaken by the joint union-management team at Yale Health, the Union Management Leadership Team (UMLT). In setting the goals and outcomes for these projects, HBET will focus on the patient experience.
3. Joint union-management projects at Yale Health arising from this Agreement will be coordinated and led by the UMLT.
  - a. The UMLT will be composed of key managers and key Union leaders.
  - b. The UMLT will periodically report to and seek direction from HBET on joint union-management projects relating to this Agreement.
  - c. The UMLT will identify appropriate performance measures by consensus for each undertaking. These process metrics will be relevant, realistic, and easily understood, and will reflect principles such as those embodied by the NCQA Patient Centered Medical Home program and the Joint Commission.
  - d. Except for those projects for which timelines are set by this Agreement, the UMLT will set timelines for union-management projects at Yale Health. The members of the UMLT will hold each other accountable for reaching milestones in a timely manner.
  - e. The UMLT will strive to promote partnership activity at all levels of the Yale Health organization.

f. The UMLT will communicate progress on these joint projects regularly to Yale Health staff.

### **Commitments Around Access and Service Enhancements at Yale Health**

The University and the Unions have a shared interest in maximizing the enrollment of bargaining unit employees in Yale Health. That shared interest extends to a commitment to work together to ensure that Yale Health is providing timely access and exceptional service.

HBET will continue to oversee and periodically review data developed by the UMLT including:

- Patient satisfaction
- Wait times for appointments in primary care and specialty areas
- Clinician capacity

The University and the Unions agree to the shared goals of:

- Reducing the target from forty-five (45) to thirty-five (35) days for departmental average third next available appointment times in Internal Medicine for preventive visits
- Implementing the proposed reduction in target full-time physician panel sizes in Internal Medicine to eighteen hundred and fifty (1,850)
- Conducting ongoing review of capacity in other departments to determine if other panel size adjustments are appropriate
- Commissioning the UMLT to conduct a thorough review of access and capacity for specialty services and to set shared goals around appointment access

The UMLT will undertake the work necessary to prepare these data for HBET review and to accomplish the shared goals listed above.

### **The Liaison Program**

The UMLT will continue to monitor the liaison program for bargaining unit employees and their covered dependents who belong to Yale Health Plan.

1. Liaison(s) will assist patients to:

- a. Participate as appropriate in care management and wellness programs.
  - b. Reduce barriers to access and impediments to adherence to appropriate treatments.
  - c. Resolve specific issues and problems for patients as promptly as possible.
  - d. Report systemic problems to the UMLT for potential project work.
2. In addition, liaisons may also serve as emissaries to bargaining unit employees who do not belong to the Yale Health Plan by taking part in outreach efforts aimed at raising awareness of the advantages of the Yale Health Plan and inviting bargaining unit employees to attend orientation sessions at Yale Health.
3. The UMLT will determine the appropriate metrics, goals, and timeframes for this program and will give periodic reports to HBET about program activities related to bargaining unit employees and their covered dependents.
4. Liaison position(s) will be regular staff position(s):
  - a. The Unions and Yale Health management, working through the UMLT, will design the liaison program and define the duties of the liaison.
  - b. The liaison(s) will report to the appropriate Yale Health department and will work closely with Yale Health management and with the UMLT and UMLT's designees.
  - c. The University will select as liaisons individuals who are acceptable to both parties.
  - d. The UMLT will determine the appropriate metrics, goals, and timeframes for this program and will give periodic reports to HBET about program activities related to bargaining unit employees and their covered dependents.

## SUPPLEMENTAL AGREEMENT VIII

**Health Benefits****Addendum C - Health Expectations Program Table**

<ul style="list-style-type: none"> <li>Expectations for participants to receive health care services.</li> <li>Completion certified by mutually agreed third party vendor based on medical records and claims information: exemption process to be developed, including a way for a participant's clinician to certify that one or more requirements may be medically inadvisable for that participant to undergo.</li> <li>Expectations apply to covered employees and covered spouses, not dependents.</li> <li>Program and operational design must comply with Federal regulations.</li> </ul>
<p>The health risk profile of participants opting into the HEP program will be evaluated by a mutually agreed third party (HIPAA compliant). The evaluation will be based on the outcomes of health care screenings and claims data. A participant with one of the identified medical conditions below and with certain risk variables (examples below), will be enrolled in a medical coaching program. For those enrolled in the medical coaching program, participation in the coaching will become an additional health care expectation.</p> <ul style="list-style-type: none"> <li>Medical Conditions Evaluated in HEP: Diabetes, Heart Disease, Hyperlipidemia, COPD, Heart Failure, Hypertension</li> <li>Risk Factors Accompanying Medical Conditions: Gaps in care, multiple chronic conditions, co-morbid conditions, lab values out of range or other evidence of poor control of chronic conditions, lack of evidence-based screenings, Hospital and Emergency Department utilization patterns, non-adherence to appointments or medication, elevated risk, and other factors elevating the participant's health risk.</li> <li>Medical coaching may be telephonic and may include in-person visits. An intake sessions and two coaching sessions will be required in 2018.</li> <li>Additional voluntary programs include disease education and Live Well at Yale (CDSMP)</li> <li>Additional conditions, modifications, and/or program features may be identified and agreed upon by HBET as the program matures.</li> </ul>
<b>The parties will sponsor a campaign to promote a tobacco cessation program.</b>
<p><b>HBET will design and provide oversight for the implementation and ongoing operation of this program:</b></p> <ul style="list-style-type: none"> <li>Ensure system protects confidentiality and respects the patient-clinician relationship.</li> <li>Go live one year from ratification (January 1, 2018), provided that Parties agree program is ready three months before that.</li> <li>Unresolved issues will be escalated to Policy Board.</li> </ul> <p><b>HBET will provide oversight for education and outreach efforts:</b></p> <ul style="list-style-type: none"> <li>The University will partner with the Unions in designing and implementing a comprehensive communications campaign to educate participants about this program.</li> <li>A new bank of release time will be created to support Union outreach efforts; 2,500 hours over term of contract.</li> </ul> <p><b>Participants who opt-out of this program may opt-in on a quarterly basis.</b></p> <p>The participant will receive a notice at least 90 days prior to a HEP deadline. If notice is not provided, an additional 90 days will be allowed to complete the requirement. If Yale Health is unable to provide an appointment during the above timeframe, the participant will be allowed an additional 90 days to complete the requirement.</p>
<b>Members may pay a fee to opt-out \$25/week when the program goes live, with increases in subsequent years.</b>

SUPPLEMENTAL AGREEMENT VIII

**Health Benefits**

**Addendum D - Health Care Requirements Clarifications**

This appendix clarifies and expands upon the description of the Health Expectations Program's health care requirements.

1. For Yale Health:
  - a. Visit with PCP prior to age forty (40) may be made in Internal Medicine or with OB-GYN; above age forty (40), visit with PCP must be made in Internal Medicine.
  - b. Visit with PCP may include current or previous Yale Health PCP, but outside PCP visits prior to Yale Health enrollment not counted.
2. Screening tests follow national standards and guidelines issued by the U.S. Preventive Services Task Force and other professional organizations. HBET will review the screening requirements based on changes issued by these organizations. By mutual agreement, HBET may modify these requirements over the life of the contract.
3. The medical conditions evaluated in the Health Expectations Program will be the only conditions that will be subject to the opt-out fee. A clinician may recommend additional screening tests and medical interventions to a patient, not subject to the opt-out fee.
4. Provided that the parties agree that this program is ready to go live, the health care requirements will begin in 2018 and may include requirements met in previous years (referred to as the "look-back period").
5. The health care requirements will be provided free of charge to members of Yale Health.
6. The health care requirements that are billed as preventive care will be provided free of charge to members of the Aetna plans.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 20th day of June, 2017.

**LOCAL 34, FEDERATION OF UNIVERSITY  
EMPLOYEES, UNITE HERE**

By: Laurie Kennington, President

Louise Camera Benson  
Alexander Bozzi  
Sylvia Bedard  
Elizabeth Breton  
Claire Brennan  
Eddie Camp  
Jess Corbett  
Jean Coriolan  
Ann DeLauro  
Francine DePino  
Emily DiLeo  
Jo-Ann Dziuba  
Yvonne Evans  
Wanda Ferreira  
Laura Fuller-Weston  
Yolanda Giordano  
Dana Greene  
Arthur Greiser  
Marcy Kaufman  
Cheryl Leach  
Shirley Lin  
Tony Lopes  
Adam Marchand  
Eleanor Migliore  
Pamela O'Donnell  
Sheila O'Toole  
Tom Philips  
Amelia Prostano  
Reneé Reed  
Sarah Saiano  
Margaret Sharp  
Tori Ann Simiola  
Lorraine Skibitcky  
Lisa Stevens  
Rod Storer  
Ken Suzuki  
Mary Thigpen  
Gloria Timpko  
Barbara Vereen  
Samantha Violante  
Elia Vollano  
Craig Wilson

**YALE UNIVERSITY**

By: Janet Lindner, Vice President  
Human Resources &  
Administration

Bruce Alexander  
Fred Borrelli  
Julie Kimball  
Lucy Lucker  
Michael Peel  
Hugh Penney  
Jane Savage  
Stephanie Spangler  
Paul Taheri



## Appendices



## APPENDIX I

## Salary Structure

Minimum, Maximum, Step & Across-the-Board						
Date/Grade		A	B	C	D	E
Before	Minimum*	17.37	19.56	21.87	24.48	27.41
	Maximum*	23.62	26.60	29.74	33.29	37.27
	Step**	0.5682	0.6398	0.7154	0.8007	0.8966
1/22/2017	Minimum*	17.76	20.00	22.36	25.03	28.03
	Maximum*	24.00	27.02	30.21	33.82	37.87
	Step*	0.43	0.48	0.54	0.60	0.67
	Across-the-Board	2.25%	2.25%	2.25%	2.25%	2.25%
1/21/2018	Minimum*	18.16	20.45	22.86	25.59	28.66
	Maximum*	24.39	27.45	30.70	34.35	38.47
	Step*	0.44	0.49	0.55	0.61	0.69
	Across-the-Board	2.25%	2.25%	2.25%	2.25%	2.25%
1/20/2019	Minimum*	18.61	20.96	23.43	26.23	29.38
	Maximum*	24.83	27.96	31.26	34.99	39.18
	Step*	0.45	0.50	0.56	0.63	0.71
	Across-the-Board	2.5%	2.5%	2.5%	2.5%	2.5%
1/19/2020	Minimum*	19.08	21.48	24.02	26.89	30.11
	Maximum*	25.30	28.46	31.83	35.64	39.91
	Step*	0.46	0.52	0.58	0.65	0.72
	Across-the-Board	2.5%	2.5%	2.5%	2.5%	2.5%
1/24/2021	Minimum*	19.56	22.02	24.62	27.56	30.86
	Maximum*	25.77	28.99	32.41	36.28	40.62
	Step*	0.47	0.53	0.59	0.66	0.74
	Across-the-Board	2.5%	2.5%	2.5%	2.5%	2.5%

NOTES:

\* Rounded to nearest \$0.01

\*\* Rounded to nearest \$0.0001

11 Steps per Grade

APPENDIX II

**Schedule of Dental Benefits**

For dental care provided by a Participating Dentist, the Plan will pay one hundred percent (100%) of the dentist's usual, customary, and reasonable charge for listed benefits A through D. and eighty percent (80%) for E through I shown below. You, the Staff Member, pay the difference.

- A. Oral examination, including treatment plan, if necessary (see note below)
- B. Periapical and bitewing X-rays as required (see note below)
- C. Topical fluoride application for members under age nineteen (19)
- D. Prophylaxis, including cleaning, scaling, and polishing
- E. Repair of dentures
- F. Palliative emergency treatment as needed
- G. Fillings consisting of silver amalgam and tooth color synthetic restorations, including stainless steel crown. (Primary teeth: Payment for inlays and crowns are limited to the amount payable for fillings.)
- H. Simple extractions (Payment for surgical extraction of teeth is limited to the amount payable for simple extractions.)
- I. Endodontics, including pulpotomy, direct pulp capping, and extirpation of pulp and filling of root canals (excluding restoration).

Note: For oral examinations, diagnosis, and full mouth series of X-rays, benefits will be payable not more than once in any three (3) consecutive calendar years.

Routine oral examination and prophylaxis: Benefits will be payable for not more than two (2) visits per calendar year.

A series (2) of bitewing X-rays will be payable not more than once per calendar year and none in the year that a full mouth series is taken.

**Rider—Additional Basic Benefits:** This Rider provides fifty percent (50%) coverage for additional basic benefits, including inlays, on-lays and crowns when not part of a bridge, space maintainers, oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cysts and abscesses, surgical extractions and impaction and apicoectomies.

**Rider - Dependent Child (under age 19) Orthodontia coverage:** fifty percent (50%) of charges covered up to a one thousand dollars (\$1,000) lifetime maximum benefit.

This coverage applies only to services rendered after January 21, 2017.

**EXCEPTION** to the fifty percent (50%) coverage: for staff hired before January 21, 2017, the University will provide a full one thousand dollars (\$1,000) of coverage for services rendered on or after January 21, 2017, if the covered child or children commenced treatment before January 21, 2017.

Services not scheduled above are excluded.

### APPENDIX III

#### Market Rate Adjustment Table

F: market fixing determined by the University A: employee's actual salary prior to adjustment, expressed as steps above minimum Integers indicate number of steps in the Local 34 salary structure		
Incumbent employee's preexisting salary level	Market fixed at capable level#	Market fixed at experienced level,*
F-6 or less	F-1	F-4
Between F-5 and F-1	F+1	A+3
F+1 or F	A+2	A+3
F+2 or F+3	A+2	A+2
Between F+4 and F+9	A+1	A+1
F+10 or greater	A	A

# 3-4 years experience beyond entry-level  
 \* 8-10 years experience beyond entry-level  
 Designation of a title at the capable or experienced level will be at the University's discretion.

## APPENDIX IV

**Yale Health Plan Design**

<b>Yale Health Co-Pays and Fees</b>						
<b>In-Network</b>						
	2017	2018	2019	2020	2021	2022
Deductible (S/F)	N/A					
Coinsurance	N/A					
Out-of-pocket limit	N/A					
<b>Office Visits</b>						
Preventive	\$0					
PCP & Mental Health	\$0					
Specialist (including Urgent Care)	\$0					
Referral required	Yes					
Emergency Room <sup>1</sup>	\$50		\$70			
Urgent Care	\$0					
Hi-tech imaging (e.g., MRI, CT scan)	\$0					
Late Cancellation/No Show Penalty <sup>2</sup>	\$25					
Hospital/lab/all other services	\$0					
<b>Rx</b>						
I Preferred	\$5	\$5	\$5	\$5	\$10	\$10
II Alternative	\$20	\$25	\$25	\$25	\$30	\$30
III Non-preferred & Specialty	\$35	\$40	\$40	\$45	\$50	\$50
3 Month Mail/Yale Health <sup>3</sup>	2X	2X	2X	2X	2X	2X
Mandatory generics	DAW Rule: Any prescription that has a generic equivalent will automatically be substituted by a generic equivalent unless the prescribing clinician indicates DAW and provides documentation that the name-brand medication is medically necessary, in which case the member will pay only the appropriate tier copay.					
1. Emergency Room copay waived if admitted or referred by Yale Health. 2. Applies to diagnostic imaging, endoscopy, physical therapy. Fee waived in cases of legitimate emergencies or cancellation 24 or more hours in advance. Fee waived for first missed or late PT appointment. 3. Up to a 100-day supply.						

## APPENDIX V

## Aetna Select POS and Legacy POS Plan Designs

	Aetna Select						Legacy Plan (Closed to new entrants)															
	In-Network						In Network					Out-of-Network <sup>b</sup>										
	2017	2018	2019	2020	2021	2022	2017	2018	2019	2020	2021	2022	2017 - 2022									
Deductible (S/F)	N/A						N/A					\$250/\$750										
Coinsurance	N/A						N/A					30%										
Out-of-pocket limit	N/A						N/A					\$1,000/ \$3,000										
Office Visits																						
Preventive	\$0						\$0					Not Covered										
PCP & Mental Health	\$10	\$15	\$15	\$15	\$20	\$20	\$10	\$15	\$15	\$15	\$20	\$250/\$750										
Specialist (including Urgent Care)	\$20	\$20	\$25	\$25	\$30	\$30	\$20	\$20	\$25	\$25	\$30	Deductible and 30% coinsurance										
Referral required	Yes						No					N/A										
Emergency room <sup>1</sup>	\$100						\$100					In Network Copay Applies										
Hi-tech imaging (e.g. MRI, CT scan)	\$50, waived at preferred facilities						\$50, waived at preferred facilities					30%										
Hospital/lab/all other services	\$0						\$0					30%										
Rx																						
I Preferred	\$5	\$5	\$5	\$5	\$10	\$10	\$5	\$5	\$5	\$5	\$10	\$10										
II Alternative	\$20	\$25	\$25	\$25	\$30	\$30	\$20	\$25	\$25	\$25	\$30	\$30										
III Non-preferred & Specialty <sup>4</sup>	\$35	\$40	\$40	\$45	\$50	\$50	\$35	\$40	\$40	\$45	\$50	\$50										
3 Month Mail <sup>5</sup>	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X										
Mandatory generics	Yes Existing DAW <sup>2</sup>	Yes - DAW <sup>3</sup> (copay + price difference)				Yes Existing DAW <sup>2</sup>	Yes - DAW <sup>3</sup> (copay + price difference)				N/A											
1. Emergency Room copay waived if admitted only. 2. Existing DAW - Any prescription that has a generic equivalent will automatically be substituted by a generic equivalent unless the prescribing clinician indicates DAW and provides documentation that the name-brand medication is medically necessary, in which case the member will pay only the appropriate tier copay. 3. DAW3: Any prescription that has a generic equivalent will automatically be substituted by a generic equivalent unless the prescribing clinician indicates DAW and provides documentation that the name-brand medication is medically necessary. Member pays Tier copay plus price difference. Price difference waived in cases where clinician provides documentation that the Tier medication is medically necessary, in which case the member will pay only the appropriate tier copay. 4. Specialty Drugs at Mail only. 5. Up to a 100-day supply. 6. No changes to existing deductible, coinsurance and out of pocket maximum. HBET will analyze out of network provider abuse (ex. Waiver of fees) and develop strategies to control.																						
20% Not Subject to Deductible; Specialty Drugs are not covered																						

## APPENDIX VI

**Health Care Requirements Table**

Health Care Services	Age 21 - 29	30 - 39	40 - 49	50 - 64	65+	
Primary Care Visit with PCP		WITHIN ONE YEAR OF ENROLLMENT (after 1/1/2017) <b>AND</b> WITHIN PAST 3 YEARS		WITHIN ONE YEAR OF ENROLLMENT (after 1/1/2017) <b>AND</b> WITHIN PAST 2 YEARS		
Cholesterol Screening (Lipid)			LIPID PANEL WITHIN PAST 5 YEARS			
Diabetes Screening (Glucose)			FASTING BLOOD GLUCOSE OR HEMOGLOBIN AIC OR GLUCOSE TOLERANCE TEST WITHIN PAST 5 YEARS			
Breast Cancer Screening (Mammogram)						
Cervical Cancer Screening (PAP Smear)	WITHIN PAST 3 YEARS		<ul style="list-style-type: none"> <li>• WITHIN PAST 3 YEARS WITHOUT DOCUMENTED HPV STATUS</li> <li>• WITHIN PAST 5 YEARS WITH DOCUMENTED HPV NEGATIVE STATUS</li> </ul>			
Colorectal Cancer Screening				COLONOSCOPY WITHIN PAST 10 YEARS OR FIT/FOBT WITHIN PAST 1 YEAR		
Pneumococcal Vaccine					AT LEAST ONCE AFTER AGE 65	

Note: A clinician may recommend additional screening tests and medical interventions to a patient, not subject to the opt-out fee.

## **Letters of Agreement**



Yale University

June 20, 2017

Laurie Kennington  
President, Local 34  
Federation of University Employees

Re: Retirement Severance

Dear Ms Kennington,

This will confirm our mutual agreement on a side letter basis to the collective bargaining agreement dated January 21, 2017, that The University will offer Staff Members a retirement severance on a one-time basis subject to the following terms and eligibility requirements:

- Employees must be active and in good standing on December 22, 2016, be at least 62 years old and have at least 25 years of retirement-eligible service, i.e., Vesting Service, as of September 1, 2017 to be eligible to participate in the Special Retirement Severance Plan;
- Employees must retire no later than September 1, 2017 to qualify for the Special Retirement Severance;
- Employees must timely complete retirement applications, necessary documentation, and releases;
- In consideration for their participation in this Special Retirement Severance and receipt of benefits thereunder, employees will only be eligible to accept future employment as casual retirees.

Employees who are eligible for and agree to the above-referenced terms associated with their participation in this Special Retirement Severance will receive a one-time gross lump sum payment equal to \$1,000 dollars for every fully completed year of retirement-eligible, i.e. vesting, service with Yale University. Lump sum payments made to employees pursuant to this Special Retirement Severance will be subject to all required withholdings, including, but not limited to, federal and state income taxes and will be considered as supplemental compensation that is not included for purposes of calculating applicable employee benefits (e.g., employer retirement contributions, life and disability benefits).

This letter is agreed to by the parties as indicated by the authorized signatures of the parties contained below, and is expressly made as an enforceable part of the collective bargaining agreement between the parties.

Sincerely,

s/Janet Lindner  
Vice President for Human Resources & Administration

s/Laurie Kennington  
President, Local 34

Yale University

June 20, 2017

Laurie Kennington  
President, Local 34  
Federation of University Employees

Re: Clinical Flexibility Project

Dear Ms Kennington,

This will confirm our mutual agreement on a side letter basis to the collective bargaining agreement dated January 21, 2017, that the University and the Union will collaboratively develop clinical career paths, as proposed by the Union on November 22, 2016, including entry-level jobs.

The Union and University agree to begin the “clinical flexibility project” by October 1, 2017 and to complete the first clinical career path for Clinical Receptionists by January 31, 2018. The Union and University agree to complete the second clinical career path by May 30, 2018, and to complete the full project by September 30, 2018.

This project will be performed by a subgroup and delegates of the Clinical Union-Management Committee. If the project is not completed within the timeline outlined above and the timeline is not resolved by the Clinical Union-Management Committee, the Policy Board will provide direction regarding the project and its timeline. If the outcome of this project will have implications for other clinical jobs on campus (e.g. at Yale Health), the Policy Board will provide direction regarding the project. Any issues or conflicts related to this project that cannot be resolved by the Clinical Union-Management Committee will be escalated to the Policy Board.

This letter is agreed to by the parties as indicated by the authorized signatures of the parties contained below, and is expressly made as an enforceable part of the collective bargaining agreement between the parties.

Sincerely,

s/Janet Lindner  
Vice President for Human Resources & Administration

s/Laurie Kennington  
President, Local 34

Yale University

June 20, 2017

Laurie Kennington  
President, Local 34  
Federation of University Employees

Re: PAC Payroll Deduction Administrative Costs

Dear Ms Kennington,

This will confirm our mutual agreement on a side letter basis to the collective bargaining agreement dated January 21, 2017, that Local 34 will reimburse the University's costs of administration of the voluntary federal PAC payroll deduction (see Article II (Union Affairs), Section 13). During the initial design and implementation of the payroll deduction program, the parties will meet to review and discuss the methods and costs of administration and will agree on the appropriate amounts and schedules of reimbursements by the Union to the University. Thereafter, such reviews, discussions and agreements will occur on an annual basis.

This letter is agreed to by the parties as indicated by the authorized signatures of the parties contained below, and is expressly made as an enforceable part of the collective bargaining agreement between the parties.

Sincerely,

s/Janet Lindner  
Vice President for Human Resources & Administration

s/Laurie Kennington  
President, Local 34

Yale University

June 20, 2017

Laurie Kennington  
President, Local 34

Federation of University Employees

Re: C&T Training and Development Program

Dear Ms Kennington,

This will confirm our mutual agreement on a side letter basis to the collective bargaining agreement dated January 21, 2017, that The University will fund the "C&T Training and Development Program" with \$75,000 dollars annually for the life of the 2017-2022 Agreement.

This letter is agreed to by the parties as indicated by the authorized signatures of the parties contained below, and is expressly made as an enforceable part of the collective bargaining agreement between the parties.

Sincerely,

s/Janet Lindner  
Vice President for Human Resources & Administration

s/Laurie Kennington  
President, Local 34



UNITE HERE!

# Yale

*This contract expires  
on 1/23/2022.*

