

# Memorandum of Agreement

*January 26, 2022*

This Agreement is entered into this 26th day of January 2022 by and between YALE UNIVERSITY (“the University”) and Locals 34 and 35, FEDERATION OF UNIVERSITY EMPLOYEES, UNITE-HERE (“the union”).

This Agreement shall be effective January 23, 2022, and shall remain in effect until 12:01 A.M. on January 17, 2027, and from year to year thereafter unless terminated in accordance with the provisions in Article XLV of the 2017 Agreement between Local 34 and Yale University and/or the provisions in Article XXXIII of the 2017 Agreement between Local 35 and Yale University. Any provisions of the 2002, 2009, 2013 and 2017 Labor Agreements between Local 34, Federation of University Employees and Yale University, and the 2002, 2009, 2013 and 2017 Labor Agreements between Local 35, Federation of University Employees and Yale University, not modified in this Agreement or subsequently by joint agreement of the parties shall remain in effect until January 17, 2027 and from year to year thereafter unless terminated in accordance with the provisions in Article XLV of the 2017 Agreement between Local 34 and Yale University and/or Article XXXIII of the 2017 Agreement between Local 35 and Yale University.

The following provisions are included in this Agreement and are referenced as exhibits as follows:

## I. Economic provisions and provisions that apply to both bargaining units:

1. Local 34 Wages
2. Local 35 Wages
3. Agreements on Retirement Income Benefits
4. Agreements on Health Benefits for Active Employees
5. Labor Peace Agreement

## II. Provisions that apply to Local 34:

6. 2022 Clinical Agreement

7. New Haven Hiring Agreement
8. Modifications to Temporary and Emergency Closings Article
9. Agreement on C&T/M&P Boundary
10. Best Practices Project on Central Campus Staffing
11. Agreement on Flexibility
12. Agreement on Technological Change
13. Local 34 Wages and Classification
14. Central Campus Contracting
15. Supplemental Agreements on Alternative Placement

III. Provisions that apply to Local 35:

16. Memorandum of Understanding on One-for-One Agreement

IV. Attachments:



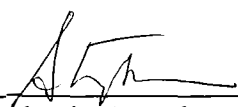

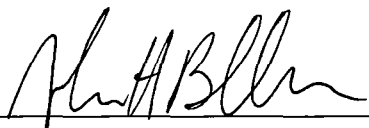
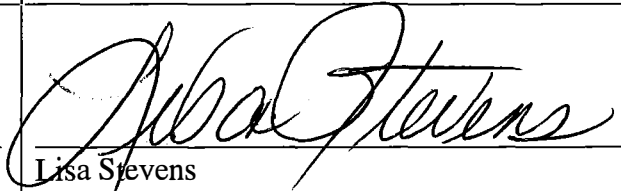

1. Local 34 2022-2027 Wage Chart
2. Local 35 2022-2027 Wage Chart
3. Side Letter Agreement on Retirement Incentives
4. Local 34 Memorandum of Agreement on New Haven Hiring Initiatives
5. Local 34 Side Letter on Remote Work
6. Local 34 Side Letter regarding Private Election at 48 Wellington Road
7. Local 34 Side Letter regarding Central Campus Postings
8. Local 35 1-for-1 Replacement, Exhibit A, List of Open Positions

V. Appendices:

The following additional document is appended to this agreement:

1. Pension Annuitization Letter

(January 12, 2022)

For the University:	For the Unions:
 Jack Callahan Senior Vice President for Operations	 Bob Proto President, Local 35
 Stephanie Spangler Vice Provost for Health Affairs & Academic Integrity	 Ann DeLauro Vice President, Central Area, Local 34
 John Bollier Vice President for Facilities	 Lisa Stevens Vice President, Medical Area, Local 34
	 Ken Suzuki Secretary Treasurer, Local 34

**I. Economic provisions and provisions that apply to both bargaining units**

## 1. Local 34 Wages

1. Increase base wages as follows:

2022	2023	2024	2025	2026
2.25%	2.25%	2.25%	2.50%	2.50%

2. Step rate:

Steps equal to 2% of the minimum of the applicable grade level through January 2031

3. Transitional Maximums:

Maintain 2017 method of calculation for transitional maximums

## 2. Local 35 Wages

1. Increase base wages as follows:

2022	2023	2024	2025	2026
2.75%	2.75%	2.50%	2.50%	2.50%

2. COLA

Local 35 wage provision will be amended to incorporate Local 34's COLA provision.

### **3. Agreements on Retirement Income Benefits**

**The parties agree that effective January 23, 2022, all Staff Members/Employees hired or newly entering the bargaining unit on or after that date will have the option of participating in the Yale University Retirement Plan for Staff Employees (“Staff Pension Plan”) (defined benefit plan) or the Yale University Retirement Account Plan (“YURAP”) (defined contribution plan) in accordance with the following:**

#### **Local 35**

1. Employees will have thirty (30) days from date of hire or transfer to make an election regarding participation in the Staff Pension Plan or YURAP. The default election will be the YURAP plan. Employees may change their election up to the 30<sup>th</sup> day from their date of hire or transfer, at which point their election is irrevocable.
2. Employees who elect the Staff Pension Plan will be eligible to participate in the Yale University Matching Retirement Plan (Yale’s supplemental 403(b) retirement savings plan) on the same terms and conditions as employees hired before January 23, 2022, i.e., University match of 2% or 4%, depending on age and years of service.
3. The University will provide Local 35 with the names of new employees within seven (7) days from date of hire or transfer.

#### **Local 34**

1. Staff Members will have ninety (90) days from date of hire or transfer to make an election regarding participation in the Staff Pension Plan or YURAP. The default election will be the Staff Pension Plan. Staff Members may change their election up to the 90<sup>th</sup> day from their date of hire or transfer, at which point their election is irrevocable.
2. Staff Members who elect, or are defaulted into, the Staff Pension Plan will be eligible to participate in the Yale University Matching Retirement Plan (Yale’s supplemental 403(b) retirement savings plan) in accordance with the following modified terms:
  - A. Staff Members age forty-five (45) or older with at least ten (10) years of service will be eligible for a University matching contribution of one hundred percent (100%) of the first three percent (3%) of eligible earnings contributed by the participant.
  - B. Staff Members not eligible under A above but who have completed three (3) years of service will be eligible for a University matching contribution of one hundred percent (100%) of the first two percent (2%) of eligible earnings contributed by the participant.
  - C. Staff Members not eligible under A or B above but who have completed two (2) years of service will be eligible for a University matching contribution of

twenty-five percent (25%) of the first two percent (2%) of eligible earnings contributed by the participant.

- D. The options set forth above under A, B and C are mutually exclusive and Staff Members are only eligible for one option at any given time.
3. The University will provide Local 34 with the names of new Staff Members within seven (7) days of date of hire or transfer.

#### **Informational Material & Electronic Election for Local 34 & Local 35**

1. Material, including an electronic election process and information outlining the facts about the defined benefit and defined contribution plans, will be developed and will be shared with the unions in advance. The materials describing the options and process will be mutually agreed upon, provided it meets the legal, regulatory, and operational requirements of the qualified plans. If the parties cannot agree on mutually acceptable language on the information and/or election process in advance of implementation, the University will implement its most recent language and process.
2. Election choices for new hires or transfers shall be made electronically via the University's benefits portal (currently Workday).

#### **YURAP Plan**

1. The same terms and conditions of the YURAP Plan that apply to M&P staff will apply to new hires or transfers who elect, or are defaulted, into the YURAP Plan, except for the election window. Eligibility will start with the first full pay period of the month following the close of the enrollment window
2. YURAP participants currently receive a Core Contribution equal to five percent (5%) of eligible earnings up to the Social Security Wage Base (currently \$142,800, in 2021), plus a seven and one-half percent (7.5%) contribution on eligible earnings above the Social Security Wage Base, subject to the Annual Compensation Limit as defined by the IRS.
3. YURAP participants are currently eligible for an additional University matching contribution of one hundred percent (100%) of the first five percent (5%) of eligible earnings contributed by the participant.
4. YURAP participants are currently automatically enrolled to contribute 5% of eligible earnings and annually escalated up to the plan maximum. Participants have the option of prospectively increasing or decreasing their contributions.
5. All contributions under YURAP are subject to immediate one hundred percent (100%) vesting.



## **4. Agreements on Health Benefits for Active Employees**

### **Agreement on Health Benefits Program for Active Employees (with Exhibits)**

#### **Between Yale University and Locals 34 & 35, UNITE HERE at Yale**

##### **I. Shared vision**

Yale University (the University) and Locals 34 & 35, UNITE HERE at Yale (the Unions), agree on the desirability of maintaining excellent health benefits for bargaining unit employees and of controlling the cost of those benefits. The health benefits program for bargaining unit employees should promote good health, foster strong primary and preventive care, and include effective programs to care for patients with chronic and complex illnesses. The University and the Unions (the parties) agree to showcase Yale Health as the preferred health benefit option.

##### **II. Union-Management Partnership around Health Benefits**

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. The Health Benefits Enhancement Team (HBET) will have primary responsibility for overseeing this joint work.

As part of this partnership, the parties will:

- A. Showcase Yale Health and continue union-management partnership activity at Yale Health. For initiatives related to this agreement, the Union-Management Leadership Team (UMLT) will oversee joint union-management projects at Yale Health.
- B. Design and provide oversight for the implementation and ongoing operation of the Health Expectations Program (HEP) to maximize the participation of covered employees and covered spouses in preventive services and in care management.

**III. This agreement and the exhibits attached replace and supersede the parties' "Agreement on Health Benefits Program for Active Employees", dated January 18, 2017, and its exhibits.**

##### **IV. Health Benefits Design Changes**

The parties agree to the terms and conditions set forth in the following exhibits:

- The Health Benefits Enhancement Team (HBET) [Exhibit 1]
- Showcasing and Building Enrollment in Yale Health [Exhibit 2]
- The Union-Management Partnership at Yale Health [Exhibit 3]
- Health Expectations Program (HEP) [Exhibit 4]
- Health Plan Alternatives [Exhibit 5]
- Benefit Design of the Health Benefit Plans [Exhibit 6]

- Uniform Pharmacy Plan **[Exhibit 7]**
- Health Plan Enrollment Information **[Exhibit 8]**

## **Exhibit 1: The 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 \$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 Memorandum of Agreement, such as the Health Expectations Program [Exhibit 4].

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 agreements with Local 34, Article XIX, Section 6b in Exhibit 8 and with Local 35, Article XX, Section 20.5.
- Continue to monitor out-of-area utilization (e.g., waived fees) and develop strategies to control inappropriate utilization and costs.
- Analyze alternative sites to care in the region to assess the availability of Emergency Room alternatives for Aetna members.
- Monitor the Aetna Select plan to evaluate its performance as a preferred alternative to Yale Health and engage in problem solving to address concerns raised by participants.
- Explore the potential advantages and feasibility of additional practice sites and alternate modes of care delivery and medication delivery outside the Yale Health Center.
- Continue to support and monitor the voluntary, employee paid, and payroll deducted Short-Term Disability Program available to bargaining unit employees.

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

- A voluntary Paid Time Off sharing program (See Supplemental Agreement on PTO Sharing).

## **Exhibit 2: Showcasing and Building Enrollment in Yale Health \***

The parties agree that the University's health benefit offerings should showcase Yale Health, a not-for-profit health plan that operates a state-of-the-art medical center on the Yale campus. Yale Health offers a wide variety of health care services for members of the Yale community and their covered dependents, both on-site and at multiple specialty practices in the area by referral. Yale Health imposes no limitation for pre-existing conditions, and offers most preventive, diagnostic, and treatment services without deductibles or claim forms.

### **Building Enrollment of Bargaining Unit Employees in Yale Health**

Through their joint work in HBET, the parties will create communications strategies and materials that highlight the advantages of Yale Health to bargaining unit employees and their covered dependents, with the aim of encouraging them to join Yale Health.

The parties will explore methods for collecting feedback from bargaining unit employees about their choices of health plans and what factors weigh heavily in those decisions.

The union leadership will commit to exerting leadership and appropriate influence with bargaining unit employees in order to encourage the members of other health plans to consider joining Yale Health. In particular, the Unions may take the following steps, along with others:

- Having union leaders reach out to targeted groups of bargaining unit employees.
- Offering testimonials to and descriptions of the advantages of Yale Health.
- Turning out bargaining unit employees to orientation programs at Yale Health.
- Setting goals for numbers of bargaining unit employees contacted and turned out and reporting actual progress toward those goals on a regular basis to HBET.

\*Exhibit 2 of the 2013 Agreement on Health Benefits Program for Active Employees has been updated here for clarity only. The updates are not intended to change the meaning of the original exhibit.

### **Exhibit 3: The Union-Management Partnership at Yale Health**

#### **Responsibility and oversight for joint union-management projects at Yale Health**

1. 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. 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 UMLT will hold each other accountable for reaching milestones in a timely manner.
  - e. UMLT will strive to promote partnership activity at all levels of the Yale Health organization.
  - f. 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
- Telemedicine access and capacity in primary care and specialty areas

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

- Maintaining established target (of 35 days) for departmental average third next available appointment times in Internal Medicine for preventive visits:
- Maintaining established target (of 1850) for physician panel sizes in Internal Medicine

- Conducting ongoing review of capacity in Internal Medicine and 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 the Yale Health.

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 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 by taking part in outreach efforts aimed at raising awareness of the advantages of the Yale Health 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 UMLT, will maintain and review the liaison program and the duties of the liaison.
  - b. The liaison(s) will report to the appropriate Yale Health department and will work closely with the management at Yale Health and with UMLT and UMLT's designees.
  - c. The University will select as liaisons individuals who are acceptable to both parties.

#### **Exhibit 4: Health Expectations Program (HEP)**

HBET will design and provide oversight for the ongoing operation of the Health Expectations Program (HEP or Program) as outlined below:

#### **Health Expectations Program**

**Components of the program outlined below may be held in abeyance by Yale pending any resolution of *Kwesell v. Yale* and will be subject to the terms of any such resolution.**

<ul style="list-style-type: none"><li>• Expectations for participants to receive healthcare services (see next Exhibit).</li><li>• Monitor third party vendor based on medical records and claims information: exemption process to be maintained, 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 healthcare 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 healthcare Expectation.</p> <ul style="list-style-type: none"><li>• Medical Conditions Evaluated in HEP: Diabetes, Heart Disease, Hyperlipidemia, COPD, Heart Failure, Hypertension</li><li>• <u>Risk Factors Accompanying Medical Conditions:</u> 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 or online visits. An intake session and follow up coaching sessions all totaling 3 hours will be required during the specified timeframe. 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>
<p>The parties will sponsor a campaign to promote a tobacco cessation program.</p>
<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>• 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 continuing a comprehensive communications campaign to educate participants about this program.</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>
<p><b>Members may pay a fee to opt-out \$25/week when the program goes live, with increases in subsequent years. *</b></p>

**\*The parties will establish a methodology for how the opt-out fee will increase in each year of the 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.**

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 spouses will, however, be eligible and encouraged to participate in the Program.



## Health Care Requirements

Healthcare Services	Ages 21-29	30-39	40-49	50-64	65+
Primary Care Visit with PCP	WITHIN ONE YEAR OF ENROLLMENT AND WITHIN THE PAST 3 YEARS		WITHIN ONE YEAR OF ENROLLMENT AND WITHIN THE PAST 2 YEARS		
Cholesterol Screening (Lipid)			LIPID PANEL WITHIN PAST 5 YEARS		
Diabetes Screening (Glucose)			FASTING BLOOD GLUCOSE OR HEMOGLOBIN A1C WITHIN THE PAST 3 YEARS		
Breast Cancer Screening (Mammogram)				WITHIN THE PAST 2 YEARS	
Cervical Cancer Screening	Cervical cytology (Pap Smear) WITHIN PAST 3 YEARS	Co-testing: Cervical cytology (Pap Smear) plus HPV testing WITHIN THE PAST 5 YEARS			
Colorectal Cancer Screening				COLONOSCOPY WITHIN PAST 10 YEARS OR FIT/ROBT 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.

## Clarifications of Health Care Requirements

1. For Yale Health:
  - a. Visit with PCP prior to age 40 may be made in Internal Medicine or with Ob Gyn; above age 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 US 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. The healthcare requirements will be provided free of charge to members of Yale Health.
5. The healthcare requirements that are billed as preventive care will be provided free of charge to members of the Aetna plans.

### **Healthcare Benefits and HEP Release Time**

The parties will modify Article II, section 12(a) of the University's collective bargaining agreement with Local 34 to reflect their understanding that the University will grant 500 hours of release time for each calendar year of the 2022-2027 collective bargaining agreement.

## **Exhibit 5: Health Plan Alternatives**

Eligibility of bargaining unit employees to enroll in various health benefits plans:

1. Newly hired bargaining unit employees will be eligible for Yale Health plan as their sole health benefit option for the first three full years of their employment. Only in rare cases and with mutual agreement by the parties will exceptions be allowed. In such cases, the bargaining unit member also will be eligible for the options set forth in paragraph 2.
2. Staff members with three (3) or more years of service or an exception will also be eligible for the following alternatives to the Yale Health plan:
  - a. The Aetna Select plan will be available to eligible bargaining unit employees beginning in January 2013.
  - b. The Aetna SmartCare plan will be available to eligible bargaining unit employees beginning on January 1, 2022. The Aetna SmartCare plan will be offered under the same terms and conditions that apply to M&P staff.
3. As of 12:01 am on January 20, 2013, the Aetna POS II plan will be closed to enrollment except for the trial basis re-enrollment described in Paragraph 4.
4. During 2022 annual enrollment, bargaining unit employees enrolled in the Aetna POS II plan may elect the Aetna SmartCare plan, the Aetna Select plan, or the Yale Health plan on a one-year trial basis. These bargaining unit employees will have a one-time opportunity to re-enroll in the Aetna POS II plan during the 2023 annual enrollment. The parties may mutually agree to provide trial periods in each year of the collective bargaining agreement. Those who re-enroll in the Aetna POS II plan will be strongly encouraged to complete an assessment of the Aetna SmartCare plan, Aetna Select plan or the Yale Health plan.

**Exhibit 6: Benefit Design of the Health Benefit Plans**

**Weekly Premium Contributions for Bargaining Unit Employees will be as follows:**

**A. Yale Health:**

Coverage Level	2022	2023	2024	2025	2026	2027
Employee	\$5	\$6	\$7	\$8	\$9	\$10
Employee + Child(ren)	\$8	\$10	\$11	\$13	\$14	\$16
Employee + Spouse	\$10	\$13	\$15	\$17	\$20	\$22
Employee + Family	\$13	\$17	\$19	\$22	\$25	\$28

**B. Aetna Select (% of total premium):**

Coverage Level	2022	2023	2024	2025	2026	2027
Employee	17%	17%	17%	17%	17%	17%
Employee + Child(ren)						
Employee + Spouse						
Employee + Family						

**C. Aetna SmartCare is available effective January 1, 2022, under same terms and conditions that apply to M&P Staff.**

**D. Aetna Legacy (% of total premium):**

Coverage Level	2022	2023	2024	2025	2026	2027
Employee	17%	17%	17%	17%	17%	17%
Employee + Child(ren)	15%	15%	15%	15%	15%	15%
Employee + Spouse						
Employee + family						

**E. Co-pays and fees for Bargaining Unit Employees will be as follows:**

Yale Health						
In-Network						
	2022	2023	2024	2025	2026	2027
Deductible (S/F)	NA					
Coinsurance	NA					
Office Visits						
Preventive	\$0					
PCP & Mental Health	\$0					
Specialist (including Urgent Care)	\$0					
Referral required	Yes					
Emergency Room <sup>1</sup>	\$70 <sup>(1)</sup>	\$50 <sup>(1)</sup>				
Acute Care	\$0					
Hi-tech imaging (x-ray/other)	\$0	\$0	\$0 at Yale Health Center, \$10/\$20 copay outside of Yale Health Center	\$0 at Yale Health Center, \$15/\$30 copay outside of Yale Health Center	\$0 at Yale Health Center, \$20/\$40 copay outside of Yale Health Center	\$0 at Yale Health Center, \$25/\$50 copay outside of Yale Health Center
Durable Medical Equipment (DME)	\$0	\$0	\$5	\$10	\$15	\$20
Late Cancellation/No Show Fee <sup>2</sup>	\$25	\$25	\$35	\$45	\$50	\$50
OP Surgery	\$0	\$25				
Inpatient	\$0	\$50				
Dialysis/ESRD	100% with Medicare Coordination					
Disabled Members	100% with Medicare Coordination					
Out of Network Plan Limits	300% of Medicare					
Footnotes	1. 2022 Emergency Room copay waived if admitted OR referred by Yale Health. Beginning in 2023, Emergency Room copay waived if admitted, or seen and referred by YH Acute Care authorized healthcare providers. 2. Applies to Allergy, Dermatology, diagnostic imaging, endoscopy, Nutrition, Ophthalmology, Physical Therapy (all locations), Specialty Services. Fee waived in cases of legitimate emergencies or cancelation 24 or more hours in advance. Fee applies if less than 7 days’ notice is provided to Endoscopy.					



## Exhibit 7: Unified Pharmacy Plan

The following co-pay schedule will apply to the Yale Health plan and the Aetna Legacy and Select plans. The Aetna SmartCare pharmacy benefits will be same terms & conditions that apply to M&P staff.

	2022	2023	2024	2025	2026	2027	2022 – 2027
Rx	In Network (Yale Health & Aetna Legacy & Select Plans)						Out of Network(Aetna Legacy)
I Preferred	\$10	\$10	\$10	\$10	\$10	\$10	20% Not Subject to Deductible; Specialty Drugs are not covered
II Alternative	\$30	\$30	\$35	\$35	\$40	\$40	
III Non-preferred & Specialty	\$50	\$50	\$55	\$60	\$65	\$70	
3 Month Mail/Yale Health <sup>1</sup>	2X <sup>(1)</sup>	2X <sup>(1)</sup>	2X <sup>(1)</sup>	2X <sup>(1)</sup>	2X <sup>(1)</sup>	2X <sup>(1)</sup>	
Mandatory generics	DAW Rule: Any prescription that has a generic equivalent will automatically be substituted by a generic equivalent unless the prescribing clinician indicated 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. Up to a 90 day supply effective January 1, 2023							

### Automatic substitution and dispense as written

Dispensed as Written (DAW) will be consistent among the Yale Health, Aetna Legacy, and Aetna Select healthcare options. Any prescription medication that has a generic equivalent will automatically be substituted by a generic equivalent unless the prescribing clinician indicates DAW or the member requests the name brand. The member will pay the appropriate tier copay and the price difference between the name-brand and the generic versions of the medication. The price difference will be waived in cases where the clinician provides documentation that the name-brand medication is medically necessary in which case the member will pay only the appropriate tier co-pay. (A generic equivalent is a pharmaceutical with the same active ingredient(s) as the name-brand prescription medication.)

HBET will review the policies and processes related to DAW medical over-ride.

### Additional efforts related to pharmacy cost and service

HBET may explore additional ways to improve service and control costs in the pharmacy benefits of the health benefit options available to bargaining unit employees.

## **Exhibit 8: Health Plan Enrollment Information**

The University agrees to provide health plan enrollment information—i.e., the health benefit plans in which bargaining unit employees are enrolled—as part of the demographic file transmitted to the Union on a regular and ongoing basis, for the purposes described below.

The Unions understand that the information provided by the University is sensitive and confidential and that its unauthorized disclosure to any third parties, or its use for any purpose other than that for which it is disclosed, could be harmful to the University and to its employees. The Unions agree to treat all information provided by the University in connection with the Unions' request for enrollment information as confidential information, and the Unions further agree not to share the information with any person that does not have a legitimate business need to know. Such disclosure will be limited to the **Unions' office personnel who, as part of their regular duties, have access to the monthly demographic updates, and to elected or designated leaders of the Unions directly involved in the planning and execution of the Unions' programs related to the activities specified below.** Any person to whom the Unions disclose the enrollment information will be adequately instructed as to its sensitive and confidential nature.

The Unions acknowledge that this information is provided only for the following purposes:

1. Raising awareness among bargaining unit employees of the benefits associated with Yale Health and the Aetna Select and SmartCare plans;
2. Communicating with bargaining unit employees regarding opportunities to improve their health and well-being through the Health Enhancement Program and wellness initiatives as agreed to by the Unions and the University; and
3. Continuing to administer the Agreements with the University and to represent bargaining unit employees.

For the purposes described above, the Unions may provide targeted informational materials to bargaining unit employees who are currently enrolled in the Aetna Point of Service plan describing coverage and cost savings available under the Yale Health, Aetna Select and SmartCare plans. In communications with bargaining unit employees, whether through mailings, emails, information sessions or conversations with individuals, the Unions will emphasize the relative advantages of Yale Health, Aetna Select and SmartCare plans and will encourage but not pressure bargaining unit employees to take appropriate actions.



## **5. 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 14, 2025 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.

## **II. Provisions that apply to Local 34**

## **6. 2022 Clinical Agreement**

**The parties will continue the terms of the 2017 Clinical MOA for the life of the 2022 Labor Agreement, with the following modifications:**

1. In keeping with Sections 1.d., 1.e, and 2.c of the 2017 Clinical MOA, the University and Local 34 agree to a high-level, facilitated Best Practices project focused on attendance and improving the labor-management partnership in Yale Medicine Administration. Sponsors for this project will include senior leadership decision-makers from Yale Medicine and Local 34. The project will commence upon ratification of the new contract and be overseen by the Policy Board.
2. Local 34 withdraws with prejudice its material breach claim over the Center for Musculoskeletal Care. The parties agree to delete the reference to the Yale Center for Musculoskeletal Care from section 5d of the 2022 Clinical MOA.
3. The parties agree that any and all 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 agreement are hereby waived and extinguished with prejudice and will not be pursued in any forum whatsoever, including, without limitation, before an arbitrator, the National Labor Relation Board, administrative agency, or court; provided that nothing in this paragraph or the Clinical MOA, or any other agreement or understanding between the parties, shall restrict Local 34 in any way from pursuing representation of University or Medical Practice Management LLC ("MPM") employees outside of New Haven and the West Campus through the representation proceedings overseen by the National Labor Relations Board or litigating in such representation proceedings claims with respect to joint employment regarding MPM and the University.
4. Further, nothing in paragraph 3 shall restrict Local 34's ability to pursue any future claims with respect to clinical jurisdiction consistent with the 2022 Clinical MOA (including pursuant to the Side Letter appended hereto).
5. For the period during which the University operates the orthopaedic practice at the 48 Wellington Road, Milford, CT 06461 location (the "Practice"), the University agrees to recognize UNITE HERE Local 34 as the bargaining representative of the clerical and technical employees employed by Medical Practice Management LLC in support of orthopaedic operations at that location; provided, that majority support for Local 34 is established through a secret ballot election run pursuant to the private election process set forth in the "Side Letter on Private Election at 48 Wellington Road" appended hereto. Any such secret ballot election must be conducted no later than June 30, 2022. If Local 34 is recognized as the bargaining representative of this group of employees by the University, then (a) the University will immediately become the employer of these employees, (b) the terms of the collective bargaining agreement between the University and Local 34 will apply

to these employees, (c) such employees will be transitioned into the same or comparable positions set forth in the collective bargaining agreement, and (d) the University will not close, sell, transfer, or relocate the Practice up through January 1, 2024.

6. Except as stated in subparagraph 5(d), nothing herein shall at any time limit Yale Medicine's rights regarding the operation of the Practice, other than as specified in this Agreement, including but not limited to, its right to close the location, relocate the services, scale back service, or pursue an alternative model of service through affiliation with a local hospital or other entity.
7. If the University decides to take any of the actions described in Paragraph 6, and if there is a resulting loss of jobs for Employees at the Practice, then all affected staff will be provided new bargaining unit positions in their classification with Yale Medicine in New Haven or West Campus.
8. Local 34 agrees that any and all grievances reserved under the 2017 Clinical Agreement are fully and finally resolved, including those listed in Addendum A, section 2, as of the effective date of this extension, and that the grievance challenging the staffing arrangements of certain Orthopaedic practices (No. L34-2020-11341, MPM grievance) is likewise fully and finally resolved.
9. The parties will revise the 2017 Clinical MOA Agreement to substitute "2022 CBA" for "2017 CBA," as applicable. The parties further agree to delete Section 2 of Addendum A to the 2017 Clinical MOA; the reserved grievances of Section 2, as well as the Orthopaedic practices grievance referenced above, will be added to the list of withdrawn grievances in Section 1 of Addendum A; in Section 3 of Addendum A, the words "otherwise" and "other" will be removed from the first and second sentences
10. Modify Section 5h as follows:

"During the term of the 2022 CBA, Local 34 bargaining unit members in Care Center and PFS non-direct patient care support positions, including Registration and Coding and Billing, will not be subject to layoff as a direct result of relocation of these operations outside New Haven or Yale's West Campus or as a direct result of subcontracting, except that the limitation on layoff in the case of PFS or the Care Center 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."
11. This Clinical Bargaining Counter Proposal, the underlying facts related to the actions and procedures called for in this document, and any resulting agreement is not precedential and

cannot be submitted as evidence before an arbitrator, the National Labor Relations Board, or any other forum except for use in enforcing the terms of this agreement. In particular, without limiting the foregoing, any single employer, joint-employer, successor or alter ego status between the University and MPM in the context of this Agreement and the Practice shall be non-precedential and shall not be used by either party as evidence of such status in any other context or clinical setting.

## **7. New Haven Hiring Agreement**

**The University and Local 34 agree to include in the 2022 CBA the following provisions as a Supplemental Agreement re: New Haven Hiring to Article XVIII, Temporary Employees and Jobs Pipeline Program for New Haven Residents:**

The University is committed to continued cooperation with Local 34 to implement the commitments in the New Haven Hiring program as outlined in the Memorandum of Agreement on New Haven Hiring dated September 23, 2021. This includes commitments to pathway programs, tasks to be performed by the Policy Board, and participation in a Working Group.

For the purposes of implementing the New Haven Hiring program and the provisions outlined in Article XVIII of this CBA, New Haven Works Members and/or residents of New Haven's Neighborhoods of Focus (NOF)\* and/or individuals with Low-Income\*\* will receive priority for all pathway programs consistent with the contractual priorities provided to New Haven Works Members by Article XVIII of the CBA, provided that candidates sourced other than by New Haven Works will be directed to become members of New Haven Works through an agreed upon process in order to be eligible for the priority statuses provided by Article XVIII of the CBA.

Any problems concerning the fulfillment of the terms of the Memorandum of Agreement on New Haven Hiring dated September 23, 2021 will be addressed by the Policy Board for resolution. If the Policy Board cannot resolve the issue, Local 34 may employ the grievance and arbitration procedure in the CBA to resolve the issue.

\*New Haven's Neighborhoods of Focus (or Need) are identified in the parties' 2015 New Haven Hiring Initiatives Memorandum of Agreement.

\*\*Individuals with Low Income are identified in the parties' New Haven Hiring Initiatives Memorandum of Agreement, dated November 17, 2021.

## **8. Modifications to Art. XL, Temporary and Emergency Closings**

### **Amend Article XL, Temporary and Emergency Closings, as follows:**

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 on-campus operations, 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 on-campus assignments. Work units or departments will first attempt to assign Staff Members to an alternative on-campus or other viable University-sourced work location. An alternative work location may be a staff member's home or other personal location by agreement with the Staff Member and the Union and in accordance with the parties' Side Letter on Remote Work dated September 18, 2021. The Union and Staff Member will not unreasonably withhold agreement to use of the home or other personal location as an alternative work location if work units or departments can demonstrate that good faith efforts to find alternative work locations on-campus or at other viable University-sourced locations were unsuccessful. During the time such assignments are being secured and 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 on campus 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.

Staff Members who are already assigned to work remotely pursuant to the parties' Side Letter on Remote Work, dated September 18, 2021, will be expected to continue working remotely during a temporary closure unless the conditions that cause the temporary closing also affect the ability of such Staff members to perform work in their remote work locations. Paragraph 11 of the parties Side Letter on Remote Work dated September 18, 2021 will be applied to Staff Members assigned to remote work who are unable to work because the conditions that caused the temporary closing affect their ability to perform 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/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 on campus during an emergency closing will receive 1.5 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/her discretion after completion of his/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 (7.5) 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/she will be unpaid for any hours he/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 already assigned to work remotely pursuant to the parties' Side Letter on Remote Work dated September 18, 2021 during an emergency closing will be expected to continue working remotely unless the conditions that cause the emergency closing also affect the ability of such Staff Members to perform work in their remote locations. Staff Members who are not deemed critical function employees for the closing and are not assigned to remote work but are able to perform their normal duties remotely may be assigned to remote work from home or other personally sourced location during an emergency closing by arrangement with the Staff Member. Staff Members will not unreasonably withhold agreement to use of the home or other personal location as an alternative work location during and Emergency Closing if the supervisor has a legitimate operational need for the work to continue. Staff Members who are not deemed critical function employees for the closing and are not able to perform their normal duties remotely 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/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).

A Best Practices project including union and management representatives will be established to discuss, plan, and problem-solve the implementation of this Article.

## **9. Agreement on C&T/M&P Border**

By January 15, 2024, the University and Local 34 will commence a review of select individual contributor M&P border jobs, defined as Grades 20-22 or equivalent. Managers, supervisors, and professionals will not be subject to this review. The selection criteria for determining which of these positions should be excluded from this review will be based on managerial, supervisory, or professional definitions as established under the National Labor Relations Act and/or the Federal Labor Standards Act<sup>1</sup>. This review and the following steps will be completed by January 31, 2025, or sooner or later if mutually agreed.\*

- a. In support of this review only, the University will share de-identified data, including among other information, job title, grade, and job responsibilities. The University and the Union will designate a committee to review the data; engage in problem-solving, including over whether positions are properly included or excluded from the review; and discuss implications. The committee will include the Director of Compensation and the Director of Labor Relations and/or their designees.
- b. M&P positions that were previously reviewed and were not reclassified, and by the University's determination have not substantially changed, will be excluded from this review. The University will present information to the Union about whether substantial changes in these positions have or have not occurred since the last review.
- c. In addition, the University will provide data on previously reviewed M&P positions that were reclassified to C&T positions to Local 34 by the commencement of this project. Any M&P incumbent whose position was previously reviewed, and the incumbent was offered an opportunity to transfer to the bargaining unit, will not be subject to this review or any additional opportunity to transition to the bargaining unit.
- d. The University and the Union will apply the agreements, processes, and standards of Article XI, Section 7 (ii)(1)(2)&(3) and 8 to perform the review and to identify positions that may be mis-classified and eligible for transition to the bargaining unit.
- e. As part of this project, the University and Local 34 will review the entry-level Research MS positions to identify positions that may be mis-classified and eligible for transition to the bargaining unit.

\*This project will complement and follow the classification project to define and systematize Labor Grade E agreed to by the parties.

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<sup>1</sup> Reference to the Fair Labor Standards Act is used solely for the purposes of determining which employees meet these criteria for exclusion from the review.

## **10. Best Practices Project on Central Campus Staffing**

**To be included in the contract as part of a revised Best Practices Labor-Management Projects and Commitments, Supplemental Agreement V, Central Campus Job Security:**

The parties will address mutual concerns in the Best Practices Central Campus Union-Management Committee, namely:

1. Bargaining unit positions eliminated, vacated, or significantly altered (through reorganization or for any other reason) and replaced by existing or newly created positions outside the bargaining unit (i.e., to excluded CT or M&P positions), or not replaced;
2. Productivity, flexibility, customer service, training, employee satisfaction, positive union-management relations, and other operational improvement needs.

The parties may designate representatives to discuss, analyze, and problem solve interest-based solutions to these concerns. The committee will establish agreed upon timelines for the timely escalation of these matters. Issues not resolved by this committee can be raised to the Policy Board.

The Policy Board may elect to respond to the issue or refer the matter to other union-management committees. Nothing will infringe upon the parties' rights to resort to the grievance and arbitration process, where applicable.

## **11. Agreement on Flexibility**

**To be included in Article XLIV, Best Practices, Labor-Management Cooperation, of the contract, for the life of the 2022-2027 collective bargaining agreement:**

In situations where a department needs to implement changes that will impact staff assignments or reporting relationships consistent with University rights, which may be subject to the restrictions specifically imposed in the Agreement, the University and Local 34 may engage in a 21-day period to discuss, share facts related to, and problem solve the proposed changes before implementing them. The 21-day period will commence immediately upon the University's notice to the union of the change(s). The goal of this process is for the parties to obtain a mutually acceptable solution and a mutually agreed-upon timetable for implementation of the changes. After the 21-days, if this goal is not attained or if Local 34 chose not to engage in the problem-solving process, both sides may revert to their existing contractual rights.

## **12. Agreement on Technological Change**

If the University plans to introduce Technological Change that includes but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, applications or other scientific advancements, and that may reasonably be expected to result in (a) reduction or displacement of Staff Members; (b) substantial changes in a Staff Member's job; or (c) substantial changes in the nature of the work in a particular job classification, including changes that may warrant revisions to its corresponding generic job description, or (d) the creation of new types of bargaining unit work that require new job classifications and corresponding generic job descriptions, the parties agree to the terms below. Factors to be considered in determining substantial changes shall include: a significant increase or decrease in work load, significant changes to how the work is to be performed, whether the work is new to the bargaining unit, new educational or certification requirements to perform the work, or significant changes to knowledge, skills, and ability needed to perform the work.

- (a) In the event the University intends to introduce a Technological Change that will result in the consequences described in Section 1, above, the University will endeavor to give the Union at least ninety (90) days' notice before the Technological Change is implemented.
- (b) With regard to any Technological Change that falls within the definition and consequences described in Section 1 above, upon the union's request, the University will meet and discuss with and demonstrate to the Union the intended function of the technology, the nature of the technology, the timing of its planned implementation and its expected or intended consequences on Staff Members, and the expected work needed to implement the technology. Discussions held pursuant to this provision also will be subject to appropriate confidentiality agreements.
- (c) Upon written request of the Union, the University shall negotiate over the effects of the Technological Change with the Union. The parties will attempt to mutually agree and/or problem-solve on how the University will address the effects on Staff Members. Should the parties be unable to agree and/or problem-solve on the effects, the University retains the right to implement the change. The Union retains the right to grieve pursuant to the CBA and to arbitrate not over the decision itself but over the effects of the change on employees and the appropriate remedy.

Before the introduction of a significant new technology with broad application and affecting Staff Members in multiple organizational units at Yale (e.g., Workday Timekeeping, Workday Financials) that does not implicate the consequences described in Section 1, above, the University will meet with the union to discuss the technology and impact on the bargaining unit. The university will ensure that Staff Members impacted by or using the technology receive appropriate training on such technology.

### **13. Local 34 Wages and Classification**

1. Labor Grade E. Consistent with Article XI, Section 7, and in particular Par. (b) (iv) (1) (2) and (3), a joint project to define, document, and systematize Grade E will commence by July 1, 2022. The parties will base this project on information developed from the Section 7 (i) and (ii) joint projects and other appropriate information. The parties will publish agreed-upon Grade E criteria and will develop an associated revision of the Grade E Job Analysis Questionnaire (JAQ). The project will also result in an agreed-upon process for the joint evaluation of Grade E audits.
2. Cooperation on job classification system: Include in Article XI, Section 7 the following language modified from the 2002 contract, Article XI, Section 10 (c): “The parties will attempt to maintain the currency of the system on an ongoing basis. A broad group, including classification and compensation representatives, union representatives, and other University representatives will meet at least twice a year to discuss trends and possible changes to the system. A joint working group may meet on a more regular basis by mutual agreement.”

## **14. Central Campus Contracting**

### **To be included in the contract as part of a revised Best Practices Labor-Management Projects and Commitments. Supplemental Agreement V. Central Campus Job Security:**

In addition, during the term of the 2022 collective bargaining agreement, the parties agree to establish a Best Practices Labor-Management Committee (e.g., a Joint Department Committee) in the University Library, if library work otherwise normally performed by Staff Members is, or is proposed to be, contracted out to address special collections backlogs. This committee will share and examine relevant contracting plans, data and other information related to those plans, and discuss and problem-solve ways in which the contracted work potentially and feasibly could be performed by Staff Members consistent with the Library's operational needs and parameters, scope, and duration of the project.

- a. Unless there are exigent or other extenuating circumstances, the Department will provide advance notice of not less than 90 days to Local 34 of a plan to use contracted labor as described above. This notice requirement would not apply if there were a change of vendors for existing contracted work as long as the scope of work being contracted out is not substantively expanded beyond the scope of the original plan or to more or other types of work otherwise normally performed by Staff Members that was not previously contracted to the former or current vendor(s).
- b. The Department will hold Employee Participation Meetings about the need to contract special collections backlogs and will engage with Staff Members and the Union to discuss and problem-solve with the goal of achieving a mutually satisfactory solution and over any effects on Staff Members.
- c. As applicable, a goal of the Committee will be to problem-solve ways in which effects, if any, to Staff Members are minimized due to contracting of library work otherwise normally performed by Staff Members.
- d. The Committee may consider a solution of fixed duration position(s) to address a targeted reduction in special collections backlogs associated with a specific project, after which reduction the fixed duration position(s) would end and the criteria of Article XVII Section 1(b) will be considered met.
- e. If the Committee is unable to resolve contracting issues, the parties may escalate them to the Policy Board to determine whether further interest-based problem-solving is warranted.
- f. If discussions pursuant to this agreement prove unsuccessful, or in the event of exigent (i.e., emergency or unforeseen) or other extenuating circumstances, nothing herein will



prevent the Library from proceeding with its plan to contract work.

- g. The Library Best Practices Labor-Management Committee created through this agreement will dis-band and all other obligations of this agreement will cease to apply on December 31, 2026, absent express mutual agreement by the parties.
- h. Nothing herein will diminish the parties' rights as it concerns subcontracting consistent with the terms of the parties' collective bargaining agreement.

The Policy Board also may agree to address issues raised by contracting out services performed by existing bargaining unit Staff Members (e.g., Help Desk) in the ITS Department in the same manner as described above. Any such discussion would not apply to contracted project work in the ITS Department unless it involves backfilling bargaining unit positions. This obligation will cease to apply on December 31, 2026. Nothing herein will diminish the University's right to subcontract, consistent with the CBA.

## **15. Supplemental Agreement on Alternative Placement**

1. 2022 Supplemental Agreement on Alternate Placement, including
  - a. Alternate Placement Transfer Process
  - b. Temporary Modifications to Job Security Benefits for Laid-Off Staff
  - c. Additional Commitments to Support the Alternate Placement Transfer Process

The Training Infrastructure Committee will have an annual budget of \$50,000 to support successful alternate placement transfers. This budget may be used to employ professional trainers, fund special training including for certifications required for alternate placement positions, or other uses as agreed to by the Committee. Furthermore, one full-time equivalent of effort in HR will be devoted to support C&T training, with a central focus on alternate placement training programs. This effort may be assembled from Best Practices and other University departments with relevant specialized expertise.

2. Commitment to future development of the Supplemental Agreement and to develop tools to support the Alternate Placement Transfer process by the effective date of the Supplemental Agreement, including addendums to the Supplemental Agreement:
  - a. Addendum A: Early Intervention Checklist
  - b. Addendum B: Organizational Units
  - c. Addendum C: Training Infrastructure

3. Age 55 Modification to Article XVII.

Amend Article XVII, Section 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 and eligible to retire at age fifty-five (55), such a Staff Member who elects the IEP may continue in the IEP until age fifty-five (55).

4. Retirement Election Memorandum of Agreement dated June 27, 2011

For those staff eligible for retirement and who do not achieve an alternate placement transfer, a fourth option of the salary continuation retirement incentive executed by the parties in June 2011 will be offered. Staff who accept this option must retire at the end of their IEP period. This fourth option expires and ceases to apply on January 16, 2027.

## **I. 2022 Supplemental Agreement on Alternate Placement**

The University and Local 34 will cooperate in good faith to promote high performance and flexibility, alternate placement transfers, and the programs of this agreement in support of the effectiveness and success of this new employment security commitment.

Effective January 23, 2022 through January 16, 2027, the parties agree to the following alternate placement and layoff process and benefits. This Supplemental Agreement will expire on January 16, 2027 at which time the pre-existing terms with respect to Article XVII will apply. As set forth below, the alternate placement process will have 4 steps and will include temporary modifications to Article XVII of the parties' collective bargaining agreement. All sections of Article XVII not modified by this Supplemental Agreement will remain in effect from January 23, 2022 through January 16, 2027.

The alternate placement process described below will not apply to Staff Members in fixed duration positions.

### **1. Alternate Placement Transfer Process**

**PRINCIPLES.** These principles apply to Alternate Placement and Layoff for the purposes of this agreement:

1. It is a mutual interest of the parties to have flexibility, speed, and efficiency in changing Staff Members' assignments due to changes in the work and flexibility that is administered in a manner that is fair to Staff Members.
2. Keeping Staff Members whose work is eliminated or significantly changed fully employed by finding alternate placements is preferable to layoff or reduction in hours.
3. Increasing the speed and efficiency of placement of Staff Members in the Interim Employment Pool into new positions is a mutual interest of the parties.
4. Timely sharing of information and assessment of facts reduces conflict and is desirable.
5. Providing necessary and appropriate training for Staff Members whose work is being eliminated or changed enables Staff Members to grow their skill sets, change as the work changes, maintain high performance, and to continue providing value to the University.

#### **A. Step 1: Assessment of Facts**

1. The alternate placement period will run concurrently with the 90-day notice of lay-off period or layoff and conferred "alternate placement" or "layoff" status. "Alternate Placement" status will be considered equivalent to "layoff" status in terms of Article

XV, Definition of Seniority and Article XVII, Job Security.

2. Subject to operational needs, during their 90-day layoff notice period, Staff Members may be placed in temporary work assignments as an alternate placement. In support of such assignments, the Staff Member in alternate placement status will be considered to be equivalent in priority order to Staff Members in the IEP per Article XVIII, Temporary Employees, Section 6, Prime Temporary Assignments, (a) (i), except in cases where the temporary assignment is in a Staff Member's organizational unit. In that case, Staff Members on alternate placement status will have priority for such opportunities over Staff Members in the IEP.
3. Within 30 days of notice of layoff and in the context of a post-notice EPM (the "early intervention meeting"), the parties will share relevant information and examine the facts behind the elimination or change in a Staff Member's work. The early intervention period will conclude 30-days after the date of the notice of layoff is issued.
4. If, within the initial 30 days of the notice of layoff, the parties agree the facts support layoff, the parties will proceed to Step 2 and/or Step 3.
5. If, within the initial 30 days of the notice of layoff, the parties do not agree that the facts support layoff, the Union may continue to propose alternate solutions to avoid transfer or layoff of the Staff Member from their current position for the remainder of the notice period but the parties' contractual rights and responsibilities will apply. The parties will proceed to Step 2 and/or Step 3.

**B. Step 2: Alternate Placement within the Staff Member's Organizational Unit**

1. The University with support from the joint Local 34 Job Search Team and the Training Infrastructure Committee will identify available appropriate alternate placement transfer opportunities within the staff member's original department or Organizational Unit (See Addendum D, List of Organizational Units) and, where appropriate, provide training and/or on-the-job training opportunities (see Section I. 3. (3) below).
2. Staff whose positions are eliminated may be offered either:
  - a. Where qualified, a transfer (alternate placement) to a similar position at the same grade level and with the same / similar premiums within their organizational unit. The University may also transfer a qualified Staff Member in alternate transfer or layoff status to a position at the next lower grade level. Qualified Staff Members will be offered an interview for all such transfer opportunities within their organizational unit. Managers within the

organizational unit may elect to waive the skill and experience requirements to transfer a staff member to an alternate position;

- b. or, where such an opportunity is not offered, transfer (alternate placement) to a similar position in another organizational unit. See Step 3, below;
- c. or, where such an opportunity is not offered, transfer to the IEP after completion of the notice period. See Step 4, below.

**C. Step 3: Alternate Placement Outside the Staff Member's Organizational Unit**

- 1. If an alternate placement transfer cannot be secured within the Staff Member's own Organizational Unit (Step 2), the University will identify available appropriate alternate transfer opportunities in other Organizational Units subject to the same terms and conditions as Step 2, above.

**D. Step 4: Interim Employment Pool**

- 1. Staff Members will enter the Interim Employment Pool (IEP) after Steps 2 and 3 are complete and the contractual 90-day layoff notice period is exhausted.
- 2. The normal contractual provisions and established processes of the IEP will apply, except as modified by this Supplemental Agreement.
- 3. Staff Members who intend to enter the IEP will complete an IEP registration process prior to layoff. This registration process will include meeting with a University representative and a Union Job Search Team member for an IEP orientation, creating a current resume and STARS profile, and completing a skills assessment. These steps will be completed 30 days prior to the effective date of the Staff Member's layoff.
- 4. Staff Members in the IEP will be available for and accept all training and temporary work assignments for which they are qualified within their job family and related job. Furthermore, Staff Members in the IEP may be required to perform other assignments jointly recommended by the Job Search Team.
- 5. If laid off from a position with non-standard work hours, a Staff Member in the IEP must be available for assignments during Yale's standard hours (8:30 to 5:00). The Job Search Team will problem-solve over resulting scheduling conflicts.
- 6. Staff Members laid off from part-time positions and who have entered the IEP may elect to be available for assignments on a full-time basis and to apply for full-time positions.

7. Staff Members must comply with contractual bidding requirements. The Job Search Team will assess whether bidding requirements are being met. The University retains the right to apply progressive discipline if necessary.

Nothing herein will diminish the University's right to hire the most qualified candidate pursuant to the collective bargaining agreement, including but not limited to Article XVI (Promotions and Transfers), Sections 7 and 8 and Article XVII (Job Security), Section 2 (b) (iii); and Staff Members retain the right to decline transfers and alternate placements per Article XVII (Job Security), Section 9 and for positions for which they have not bid or have withdrawn.

## **2. Temporary Modifications to Job Security Benefits for Laid-Off Staff**

1. Extensions to IEP time, as set forth below, will apply during the term of this Supplemental Agreement.
  - a. Staff Members who have less than one year of service will be eligible for one two-month extension of time in the Interim Employment Pool, subject to the employee being compliant with applicable bidding requirements of Article XVII and as outlined below.
  - b. Staff Members who have between one and five years of service will be eligible for two separate 3-month extensions. To receive the second three-month extension the Staff Member must maintain the bidding and other requirements of Article XVII through their original IEP period and through the first extension, including:
    - i. The Staff Member has met bidding requirements with consistency throughout their initial allotment of IEP time;
    - ii. The Staff Member has accepted temporary assignments for which they are qualified;
    - iii. The Staff Member has accepted assigned training and training assignments.
  - c. Staff Members in the IEP who receive the extensions outlined above in Section 2 (1)(a) and (b), above, will not count toward the trigger.
  - d. Staff Members laid off from fixed duration positions will be eligible for the IEP extensions as set forth above.
  - e. The extensions set forth above may apply to those staff with less than six years of service in the IEP as of January 23, 2022, except that they will not apply to those on extensions by special agreement or to those in the IEP by special agreement. If a Staff Member with less than six years of service is on an extension because of

the trigger, then they will be eligible for the extension set forth under Section 2(1)(a) & (b), but only to the extent that the trigger extension has not exceeded the extension provided for under Section 2(1)(a)&(b). No staff member with less than six years of service shall receive IEP benefits beyond the extensions provided for in this Supplemental Agreement.

2. Staff Members whose hours are reduced to twenty (20) hours or more will be provided 30-days notice of the hours reduction, will be kept whole for a maximum period of six months, provided the Staff Member accepts IEP assignments to supplement for their lost hours during the six-month period. After the completion of the six-month period, the Staff Member must accept the reduced hours position or will be terminated and may seek another position through the normal bidding process.

### **3. Additional Commitments to Support the Alternate Placement Transfer Process**

1. The union commits to flexibility, high performance, adapting quickly to changing operational needs, and problem-solving to train and/or voluntarily transfer Staff Members. This flexibility provision is not limited to cases of layoff.
2. The University commits to the Training Infrastructure outlined in Addendum C.
3. Where agreed to by the Training Infrastructure Committee to support training for new skills or new types of work, the University will offer on-the-job training (OJT) opportunities provided by managers / departments, including OJT training provided by University trainers or subject matter trainers in departments or units.
4. Subject to operational needs, reasonable release time from work will be granted to allow an affected Staff Member to attend training, job interviews, and meetings with the Job Search Team.
5. Consistent with Article XVII, section 1(b)(iii)(3), if the laid-off Staff Member's original position reopens and if they are available, the Staff Member may be returned to their former position.
6. The parties may use the following resources or voluntary processes:
  - a. The Job Search Team will serve as a resource to support successful Alternate Placement transfers.
  - b. Waived requisitions, voluntary transfer agreements, and internal posting process agreements to transfer Staff Members to alternate placements.
  - c. Temporary on-the-job training positions to support the successful transfer of a Staff Member consistent with this Agreement.

- d. Up to 90-day trial periods with the ability of the Staff Member or manager to opt out at the end of the trial period.

**II. Commitment To Future Development of the Supplemental Agreement on Alternate Placement and to Develop Tools To Support The Alternate Placement Transfer and Layoff Process By The Effective Date Of The Supplemental Agreement.**

The University and Local 34 agree to cooperate in developing by January 23, 2022 the following addendums to the Supplemental Agreement on Alternate Placement.

1. An Early-Intervention Checklist (Addendum A) will be agreed upon to assist the parties in assessing whether the contractual standard for layoff or hours reduction have been met.
2. A list of Organizational Units (Addendum B).
3. A Training Infrastructure Program (Addendum C) will be designed to help departments retrain Staff Members to perform new work or to support successful alternate placement transfers of Staff Members.
4. A process to direct pending requisitions for new or open positions within departments or Organizational Units (or if in Step 3, between Organizational Units) to Staff Members in need of alternate placement, including interviews for such positions.
5. Templates for common Step 2 and Step 3 scenarios.

In addition to other materials shared by either party during bargaining on job security for the 2022 Labor Agreement, the following attachments will serve as reference materials for this design work but do not represent full, final and mutual agreement.



## **ADDENDUM A**

### **EARLY INTERVENTION CHECKLIST**

*This checklist is a tool to facilitate a discussion between the University and Local 34 concerning whether the contractual standards for a proposed layoff have been satisfied and whether the parties agree on the facts germane to that question. Please note that the questions should be discussed in sequential order and that the parties will record responses in writing.*

#### **1. Questions regarding funding or changes in unit operations affecting the Staff Member's position**

- Is the Staff Member's position of fixed duration or funded by grants?
  - If yes, has a grant or supporting funds for the position ended or been transferred to another institution?
  - If the proposed layoff is a result of a grant ending, are alternate grant/funds administered by the same PI or other work unit or other sources available to support the position?
- Has the University discontinued a particular service that the Staff Member performs?
  - If yes, what is the service being discontinued?
- Has the University eliminated the Staff Member's work unit?
- Has technology replaced a need for the Staff Member?
- Are there other reasons for the elimination of the Staff Member's position? What are they?
- What alternatives to the proposed layoff did the unit consider before deciding to eliminate the Staff Member's position?
- When was the decision made to eliminate the Staff Member's position? By whom?
- Has a material change affected the work unit or the operation that requires the elimination of the Staff Member's position?

#### **2. Questions regarding the Staff Member's work**

- What work is being eliminated? Specify the Staff Member's duties, tasks, and/or responsibilities that are being or have been eliminated or reduced.
  - When was or when will the work eliminated? Who made the decision to eliminate the work?
  - Is 100% of the work being eliminated?
    - If not and the Staff Member is being alternately placed or laid off, is the remaining work being redistributed to other Staff Members?
      - If not redistributed to other Staff Members where is the work going?
      - Is the work being redistributed to non-bargaining unit employees?

- Has there been a reduction in the work being performed by the Staff Member(s)? If so, describe how the work has been reduced? What has changed?
- Has there been a change in the nature of the work that is performed by the Staff Member(s)? If so, what has changed?
  - Specify the duties, tasks, or responsibilities that have changed. From what to what? When did these changes occur? Who decided to make these changes?
  - Is technology a factor in this change? If so, how?
- Is the University assigning the Staff Member's remaining or changed work to non-bargaining unit employees of the University?
- Is the University redirecting or restructuring the Staff Member's work outside of the University?

\_\_\_\_\_The Manager, Staff Member, and Union Steward agree on the responses to the above questions.

\_\_\_\_\_The Manager, Staff Member, and Union Steward disagree on the responses to the above questions. Note specific areas of disagreement.

### ALTERNATIVES TO LAYOFF CHECKLIST

*This checklist is a tool to facilitate a discussion between the University and Local 34 concerning "alternate placement" opportunities available to a Staff Member identified for layoff*

*Note: The Alternate Placement Priority Order is as follows: Within Work Unit (current contract and practice) → Within and Across Organizational Units (new process and practice).*

1. Is there a technology (training) solution that could enable alternate placement or avoid a layoff?
2. Are there postings (or pending postings) for which the Staff Member is qualified or can be trained to do?
3. Are there recently vacated positions (posted or not posted) that the Staff Member(s) could perform or be trained to perform?
4. What training would the Staff Member need to perform any of these roles? *(Note: Tie into the Training Subcommittee work – this may have elaborations). Is this training presently available.*

5. For reduced hours situations (20 hours and above):

- a. Is there additional C&T work to supplement a less than full-time role?
- b. Can a less than full-time alternate role be supplemented by IEP assignments?

## **ADDENDUM B**

### **LIST OF ORGANIZATIONAL UNITS**

#### **Organizational Units for Alternate Placement**

This list has been developed based on the University's job security proposal and is modeled from the University's budgeting units.

The University may modify its Organizational Units during the life of the Agreement and will negotiate with the Union over any impact on the Alternate Placement Process.

1. Yale School of Medicine and Yale Health – including Yale Medicine and remaining YSM (Including YSM research, Pathology, YARC)
2. Professional Schools – All professionals schools except Yale School of Medicine; includes School of Public Health, School of Nursing, Divinity, Drama, Art & Architecture, Law, SOM, School of the Environment, Music
3. Central Academic Units, includes:
  - a. Graduate School
  - b. FAS & Academic Depts
  - c. Yale College Operating Units
4. Institutes and Collections – Libraries, Museums, Institutes, Centers
5. Operations, Athletics, Campus Services and Governance
  - a. Campus Services
    - i. Environmental Health & Safety
    - ii. Office of Cooperative Research
    - iii. Other Academic Services
    - iv. Public Safety
  - b. Governance
    - i. Development and Alumni Affairs
    - ii. VP Research
    - iii. VP University Life & Secretary
  - c. Athletics
  - d. Operations
    - i. Facilities
    - ii. Finance
    - iii. Hospitality

- iv. Human Resources
- v. ITS
- vi. Other units

## **ADDENDUM C**

### **TRAINING INFRASTRUCTURE**

- The parties will form a Joint Training Infrastructure Committee.
- The primary mission of the Committee will be to support successful alternate placement transfers of Staff Members within and between Organizational Units during the Alternate Placement Steps described in this Supplemental Agreement.
- Resources available to the Training Infrastructure Committee will include:
  1. The Training Infrastructure Committee will have an annual budget of \$50,000 to support successful alternate placement transfers. This budget may be used to employ professional trainers, fund special training, including certifications required for alternate placement positions, or other uses as agreed to by the Committee.
  2. One full-time equivalent of effort in HR will be devoted to support C&T training, with a central focus on alternate placement training programs. This effort may be assembled from Best Practices and other University departments with relevant specialized expertise.
  3. The Job Search Team will serve as a resource to support successful Alternate Placement transfers.
    - The Committee may work with the C&T Training & Development Committee, Central Science Job Security Committee, and/or Yale Medicine Clinical Operations Committee on training initiatives to accomplish its goals.
- The Committee will focus on on-the-job training (OJT) opportunities within or between departments in Organizational Units as the primary means of successful alternation placement transfers.
  - The Committee may offer on-site training as well as on-line training (e.g., LinkedIn or remote training).
  - Training through mentorship programs may be established for retraining or cross training Staff Members into new and emerging roles.
  - The Committee may focus on training with the goal of returning alternately placed Staff Members to new jobs in their original work units.

- Structured training will be developed for key job families, most placed jobs, and jobs of the future.

### **III. Provisions that apply to Local 35**

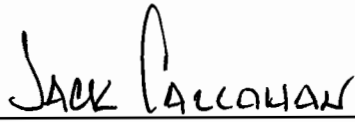


## 16. Local 35 Memorandum of Understanding on One-for-One Agreement


Yale University (University) and Local 35 agree to the following terms with respect to their one-for-one agreement for Facilities:

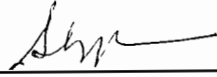
1. Within 60-days following the close of the first retirement incentive period offered under the parties' 2022 – 2027 collective bargaining agreement, the University will post pending (See Exhibit A, Open Positions, attached) and any positions vacated as a result of such retirement incentive.
2. Notwithstanding the above, the parties agree that any oil burner positions vacated may be replaced with equipment mechanic positions.
3. With notification and in accordance with the bargaining unit agreement nothing herein will be construed to limit the University's right to establish new trades shops or reconfigure the trades composition of existing shops.
4. The University is committed to filling the current vacancies in Utilities which are comprised of the following: UBIM (West Campus), Oiler (Central PP), and Utilities Electrician.
5. Effective with the execution of this Agreement, Local 35 will hold in abeyance its existing grievances and will not file new grievances during the initial 18 months of the new contract term that challenge Facilities' interpretation of its one-for-one replacement obligation as it relates to classification within Facilities Trades, Utilities, Custodial, and General Building Mechanics.
6. On April 1, 2023, the University and Local 35 will reopen their one-for-one replacement language for the purpose of negotiating a long-term solution to their dispute concerning the meaning of the University's one-for-one replacement obligation.
7. This Agreement is made without precedent or prejudice to any other matter currently pending or that may arise in the future between the parties and will not constitute an admission or concession by either party with respect to their positions on the meaning of the one-for-one replacement agreement.

For the University:

  
\_\_\_\_\_  
Jack Callahan  
Senior Vice President for Operations

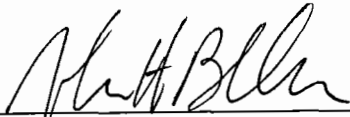
For the Union:

  
\_\_\_\_\_  
Bob Proto  
President, Local 35



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Stephanie Spangler  
Vice Provost for Health Affairs &  
Academic Integrity



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John Bollier  
Vice President for Facilities

#### **IV. Attachments**

## 1. Local 34 2022-2026 Wage Chart

### Appendix 1-A Salary Structure (Minimum, Maximum, Step & ATB)

<i>Date/Grade</i>		A	B	C	D	E
Before	Minimum <sup>(1)</sup>	19.56	22.02	24.62	27.56	30.86
	Maximum <sup>(1)</sup>	25.77	28.99	32.41	36.28	40.62
	Step <sup>(2)</sup>	0.47	0.53	0.59	0.66	0.74
1/23/2022	Minimum <sup>(1)</sup>	20.00	22.52	25.17	28.18	31.55
	Maximum <sup>(1)</sup>	26.07	29.36	32.82	36.74	41.14
	Step <sup>(1)</sup>	0.40	0.45	0.50	0.56	0.63
1/22/2023	Across The Board <sup>(1)</sup>	2.25%	2.25%	2.25%	2.25%	2.25%
	Minimum <sup>(1)</sup>	20.45	23.03	25.74	28.81	32.26
	Maximum <sup>(1)</sup>	26.41	29.72	33.22	37.19	41.65
1/21/2024	Step <sup>(1)</sup>	0.41	0.46	0.51	0.58	0.65
	Across The Board <sup>(1)</sup>	2.25%	2.25%	2.25%	2.25%	2.25%
	Minimum <sup>(1)</sup>	20.91	23.55	26.32	29.46	32.99
1/19/2025	Maximum <sup>(1)</sup>	26.74	30.08	33.66	37.65	42.18
	Step <sup>(1)</sup>	0.42	0.47	0.53	0.59	0.66
	Across The Board <sup>(1)</sup>	2.25%	2.25%	2.25%	2.25%	2.25%
1/18/2026	Minimum <sup>(1)</sup>	21.43	24.14	26.98	30.20	33.81
	Maximum <sup>(1)</sup>	27.14	30.53	34.15	38.21	42.81
	Step <sup>(1)</sup>	0.43	0.48	0.54	0.60	0.68
1/18/2026	Across The Board <sup>(1)</sup>	2.50%	2.50%	2.50%	2.50%	2.50%
	Minimum <sup>(1)</sup>	21.97	24.74	27.65	30.96	34.66
	Maximum <sup>(1)</sup>	27.53	30.97	34.65	38.76	43.43
1/18/2026	Step <sup>(1)</sup>	0.44	0.49	0.55	0.62	0.69
	Across The Board <sup>(1)</sup>	2.50%	2.50%	2.50%	2.50%	2.50%

Notes:

(1) Rounded to nearest \$0.01

(2) Rounded to nearest \$0.01

## 2. Local 35 2022-2027 Wage Chart

### Exhibit A Job Rates

#### L35 Hourly Rate Chart – Regular Employees

Grade		Jan 2022	Jan 2023	Jan 2024	Jan 2025	Jan 2026
1	Job Rate	23.45	24.09	24.69	25.31	25.94
	New Hire Job Rate	19.93	20.48	20.99	21.51	22.05
2	Job Rate	25.90	26.61	27.28	27.96	28.66
	New Hire Job Rate	22.02	22.62	23.19	23.77	24.36
3	Job Rate	26.51	27.24	27.92	28.62	29.34
	New Hire Job Rate	22.53	23.15	23.73	24.33	24.94
4	Job Rate	27.21	27.96	28.66	29.38	30.11
	New Hire Job Rate	23.13	23.77	24.36	24.97	25.59
5	Job Rate	28.61	29.40	30.14	30.89	31.66
	New Hire Job Rate	24.32	24.99	25.62	26.26	26.91
6	Job Rate	30.55	31.39	32.17	32.97	33.79
	New Hire Job Rate	25.97	26.68	27.34	28.02	28.72
7	Job Rate	31.55	32.42	33.23	34.06	34.91
	New Hire Job Rate	26.82	27.56	28.25	28.95	29.67
8	Job Rate	33.68	34.61	35.48	36.37	37.28
	New Hire Job Rate	28.63	29.42	30.16	30.91	31.69
9	Job Rate	34.89	35.85	36.75	37.67	38.61

	<b>New Hire Job Rate</b>	29.66	30.47	31.24	32.02	32.82
<b>10</b>	<b>Job Rate</b>	38.47	39.53	40.52	41.53	42.57
	<b>New Hire Job Rate</b>	32.70	33.60	34.44	35.30	36.18
<b>11</b>	<b>Job Rate</b>	43.76	44.96	46.08	47.23	48.41
	<b>New Hire Job Rate</b>	37.20	38.22	39.17	40.15	41.15
<b>Annual Increase %</b>		<b>2.75%</b>	<b>2.75%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>

Notes:

New Hire Job Rate equals 85% of Job Rate

Service Adjustment Job Rate increases effective on Job Rate Adjustment Dates

Employees below Job Rate eligible for Service Adjustment (1% Year 1st year and 2% 2nd - 8th year)

2022 Job Rates and New Hire Job Rates will be adjusted if COLAs occur over the life of the Agreement.

### Exhibit A Job Rates

#### L35 Hourly Rate Chart – Casual Employees And Banquet Servers

Year	Jan 2022	Jan 2023	Jan 2024	Jan 2025	Jan 2026
<b>Probationary Casual Job Rate</b>					
<b>Rates for Pre-1/21/17 Hires</b>	22.42	23.04	23.62	24.21	24.82
<b>Rates for Post-1/21/17 Hires</b>	18.91	19.43	19.92	20.42	20.93
<b>Post-Probationary Casual Job Rate</b>					
<b>Rates for Pre-1/21/17 Hires</b>	22.93	23.56	24.15	24.75	25.37
<b>Rates for Post-1/21/17 Hires</b>	19.42	19.95	20.45	20.96	21.48
<b>Banquet Server</b>					
<b>Rates for Pre-1/21/17 Hires</b>	26.51	27.24	27.92	28.62	29.34
<b>Rates for Post-1/21/17 Hires</b>	22.53	23.15	23.73	24.32	24.93
<b>Annual Increase %</b>	2.75%	2.75%	2.50%	2.50%	2.50%

**Notes:**

Banquet Server Pay Rate is the Labor Grade 3 hiring rate subject to overtime provisions outlined in the April 2008 Banquet Server Agreement.

2022 Job Rates and New Hire Job Rates will be adjusted if COLA occurs over the life of the Agreement.

### **3. Side Letter Agreement on Retirement Incentives**

**The parties agree to a retirement incentive plan for Local 34 and Local 35 bargaining unit staff. The terms of this agreement, which are set forth below as a Side Letter, are as follows:**

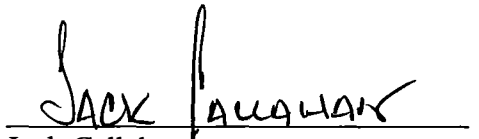
1. Actively employed staff shall be eligible for the retirement incentive payment if they are at least sixty (60) years of age and have completed at least twenty-five years of pensionable service with the University on the date of their retirement. For purposes of eligibility for this benefit, actively employed staff shall include current employees (1) who are on a Yale-approved leave of absence, and/or (2) who are out of work on workers compensation on September 27, 2021.
2. Eligible staff who elect to retire and who agree to the terms of this retirement incentive program shall receive a lump sum payment of one thousand five hundred dollars (\$1,500) for every fully completed year of retirement-eligible (i.e. vesting or pensionable) service with the University. This payment will be subject to required deductions for applicable payroll taxes.
3. All staff must execute an irrevocable retirement agreement as a condition of receiving the retirement incentive payment. A template for the retirement agreement is attached hereto as Exhibit A.
4. There shall be a sixty (60) day window for each retirement incentive. The first window will commence on November 1, 2021 and will end on December 30, 2021. The second window shall commence on April 1, 2026 and will end on May 30, 2026.
5. Within each window, staff must timely complete retirement applications and necessary documentation.
6. Staff also must execute an irrevocable retirement agreement to be eligible for the retirement incentive payment and must retire before the end of that window.
7. Payment of the incentive will be made within thirty (30) days of retirement.
8. Staff members who accept the retirement incentive offer shall only be eligible for reemployment by the University as a casual employee.

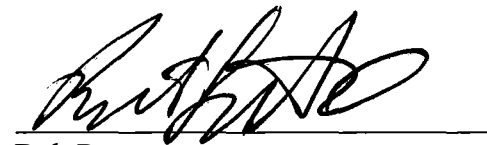


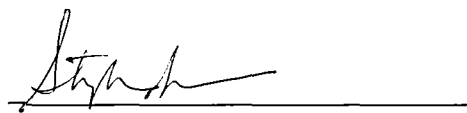
9. All retirement incentive payments are treated as supplemental compensation that is not included for purposes of calculating applicable employee benefits (e.g., employer retirement contributions, pension, life and disability benefits).

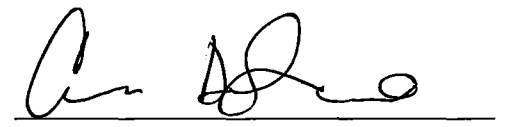
For the University:

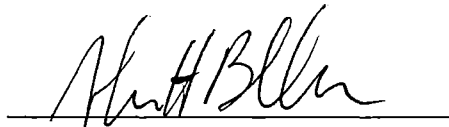
For the Union:

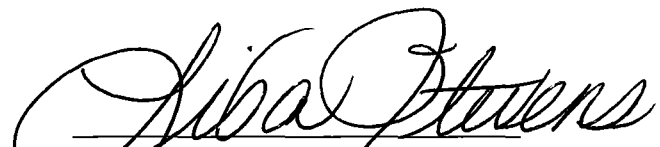
  
Jack Callahan  
Senior Vice President for Operations

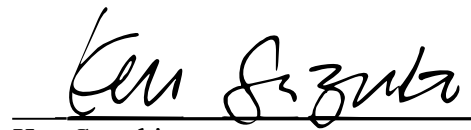
  
Bob Proto  
President, Local 35

  
Stephanie Spangler  
Vice Provost for Health Affairs &  
Academic Integrity

  
Ann DeLauro  
Vice President, Central Area, Local 34

  
John Bollier  
Vice President for Facilities

  
Lisa Stevens  
Vice President, Medical Area, Local 34

  
Ken Suzuki  
Secretary Treasurer, Local 34

**YALE UNIVERSITY  
RETIREMENT INCENTIVE PLAN**

**(Local 34 and Local 35 Members, Yale University Security Officers Association (YUSOA)  
Members and Certain Non-Union Employees)**

**RETIREMENT ELECTION AND AGREEMENT**

This Retirement Incentive Plan Election and Agreement (“Agreement”) is made by and between  
\_\_\_\_\_ (“Employee”) and Yale University (“Yale”).

For mutual consideration, it is hereby agreed as follows:

1. The Employee hereby elects and agrees to retire on \_\_\_\_\_, 2021 (“Retirement Date”) (Retirement Date for purposes of this form should be your last day worked.) Except as set forth in paragraph 7 below, the agreement to retire by the Retirement Date is irrevocable. However, by mutual agreement between Yale and the Employee, an earlier retirement date may be established.
2. In exchange for the Employee’s agreement to retire and the Employee’s actual retirement on the Retirement Date on or before December 30, 2021, Yale shall make a lump-sum payment of \$\_\_\_\_\_ (i.e., \$1,500 for each full year of employment with the University) payable within thirty (30) days after the Retirement Date. Should the Employee die or become disabled prior to the Retirement Date, this lump sum shall still be paid to the Employee or the Employee’s heirs. Amounts paid under this Agreement are (a) subject to regular federal, state and local tax withholding and (b) considered supplemental compensation that is not included for purposes of calculating applicable employee benefits (e.g., employee and employer retirement contributions, life and disability benefits).
3. The Employee shall perform assigned service responsibilities and abide by all applicable University policies and procedures through the Retirement Date. The Employee is not eligible to be rehired except, subject to the discretion of the University, as a part-time casual employee. An employee who has voluntarily entered into a full and final stipulation of any workers’ compensation claim during or after their retirement is not eligible for rehire.
4. The Employee represents that: the Employee has had sufficient time to consider the options regarding their employment at Yale; has been provided with accurate and complete information regarding the benefits that are available under the terms of the Retirement Incentive Plan (the “Plan”); has not been subjected to any duress by Yale in connection with the election to retire; has been advised in writing by Yale to consult with an attorney of their own choosing prior to executing this Agreement and has had an opportunity to do so; has by their own decision knowingly and voluntarily entered into this Agreement after having a period of no less than 45 days to review this Agreement; agrees to be bound by the terms

of the Plan; and acknowledges that the terms of this Agreement have been written in a manner that the Employee understands. The Employee acknowledges receipt of a copy of Appendix A – Older Workers Benefit Protection Act Notice to Employees.

5. The Employee hereby waives and releases Yale and its officers, fellows, agents, and employees from any and all claims or causes of action, which the Employee may have or which could be asserted by another on their behalf, based on or arising from their employment at Yale, including claims of violation of the Age Discrimination in Employment Act of 1967, as amended, the Connecticut Fair Employment Practices Act, or any other federal, state or local law, common law, order or regulation. This waiver and release applies to claims arising up to the date of its execution. This waiver and release shall not extend to any retirement or other benefits to which the Employee is entitled by virtue of their employment and retirement, any claims for workers' compensation benefits except for any claim for temporary partial or permanent partial (other than specific awards) benefits, claims that arise after the execution of this Agreement or any other claim that cannot be waived as a matter of law.
6. The parties acknowledge that there are no oral or written representations, provisions, or agreements between them other than those set forth herein regarding the election of retirement.
7. The parties acknowledge that, in accordance with law, the Employee may revoke this Agreement, including the election to participate in the Plan, by delivering a written request to the Employee Service Center of Yale at 221 Whitney Avenue, New Haven no later than seven (7) days after the Employee signs this Agreement, and that this Agreement, including the election to participate in the Plan, will not become effective until the seven (7) day revocation period has expired.

EMPLOYEE

YALE UNIVERSITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

#### **4. Local 34 Memorandum of Agreement on New Haven Hiring Initiatives**

The University and Local 34 agree to the following commitments to a cooperative program to support the hiring of New Haven Residents into Clerical & Technical positions.

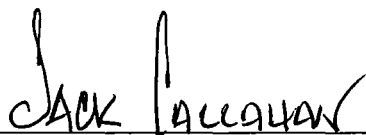
- A. During the term of the University's 2022-2027 collective bargaining agreement with Local 34, the University will focus its New Haven Hiring efforts in the following areas:
1. The University will work with Local 34, New Haven Works, and other necessary partners to include as candidates in the New Haven Hiring Program, in addition to residents of New Haven's Neighborhood of Focus\* (NOF), individuals who have low income (Low Income) as defined in this paragraph. Individuals with Low Income are residents of New Haven who are not claimed as dependents by any other individual on federal tax filings and who earn an annual income that is less than or equal to 225% of the federal poverty level. The parties may jointly agree on a case-by-case basis to include other residents of New Haven in this program. New Haven Works may verify an individual's Low Income status for the purposes of this program. However, the University reserves the right to verify an individual's Low Income status through use of a third-party vendor.
  2. The University, Local 34, and New Haven Works will continue to develop the kinds of training and development pathway programs designed to assist in preparing New Haven Works members and/or residents of New Haven's NOF and/or individuals with Low-Income for regular employment with the University, with a focus on preparing candidates to qualify for entry level jobs. New Haven Works members who are residents of New Haven's NOF and/or are individuals with Low-Income will receive priority for all pathway programs consistent with the contractual priorities provided to New Haven Works candidates in Article XVIII of the CBA. Candidates other than sourced by New Haven Works will be directed to become members of New Haven Works through an agreed upon process in order to be eligible for the priority statuses provided by Article XVIII of the CBA.
    - a. On an annual basis, the University will endeavor to create at least 20 on-the-job training opportunities in temporary assignments for New Haven Works members and/or residents of NOF and/or individuals with Low-Income. These on-the-job training opportunities may include candidates placed through the programs in Paragraphs a, b, c, and d of this Section.
    - b. The University will continue incentive programs designed to support the University's hiring of New Haven Works members and/or residents of NOF and/or individuals with Low-Income.
    - c. The University will continue programs to place New Haven Works members and/or residents of NOF and/or individuals with Low Income in temporary and regular positions, including dedicating ten (10) of the twenty (20) YTSS positions in Article XVIII, Section 7, Paragraph (b) (i) (a) (i) to New Haven Works members and/or residents of NOF and/or individuals with Low-Income, provided that there are a

sufficient number of qualified candidates available to meet this commitment.

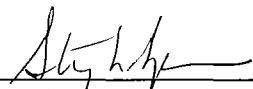
- d. On an annual basis, the University will dedicate up to ten (10) one-year fixed duration rotational positions for New Haven Works members and/or residents of NOF and/or individuals with Low-Income, provided that there are a sufficient number of qualified candidates available.
- B. The Policy Board will review on an annual or bi-annual basis progress reports on New Haven hiring and the programs described in Section A above. Based on experience and success rates as set forth in program progress reports, the Policy Board will problem-solve as needed and recommend the continuation, expansion, or discontinuation of the programs listed above and will consider proposals for new or alternative initiatives. The Policy Board may direct, as needed, the transfer of budgeted funds between programs outlined in paragraph 2 above.
- C. In addition, the University and Local 34 will continue the cooperative planning and problem-solving conducted by the existing New Haven Hiring Working Group, which includes representatives of Local 34, New Haven Works, Yale HR Staffing Department, and Yale HR New Haven Hiring Initiative. The New Haven Hiring Working Group and the parties will cooperate to:
1. Coordinate and implement the programs described in Section A, paragraph 2 above and other programs developed and agreed to by Local 34 and the University.
  2. Work with “partner (or sponsor)” departments to support the hiring of New Haven Works members and/or residents of NOF and/or individuals with Low Income.
  3. With the support of the Policy Board, create University communication and organizational approaches to increase the hiring of New Haven Works members and/or residents of NOF and/or individuals with Low-Income. Such approaches may include or consider:
    - a. Reporting;
    - b. Hiring surveys;
    - c. Voluntary departmental metrics.
  4. Continue and develop various processes and hiring supports, including dedicated staff, interviews of candidates, training, community outreach, etc.
  5. Recommend that New Haven Works members and/or residents of NOF and/or individuals with Low Income participate in more than one program.
  6. Develop reports to Policy Board per Section B of this Memorandum of Agreement.

\*New Haven’s Neighborhoods of Focus (or Need) are identified in the parties’ 2015 New Haven Hiring Initiatives Memorandum of Agreement.

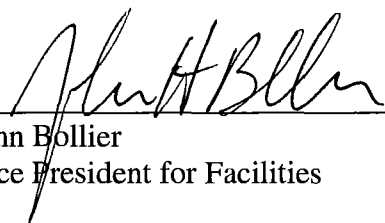
For the University:



Jack Callahan  
Senior Vice President for Operations

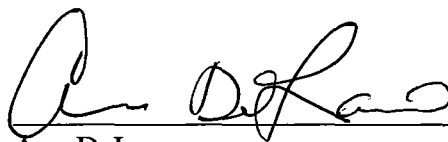


Stephanie Spangler  
Vice Provost for Health Affairs &  
Academic Integrity

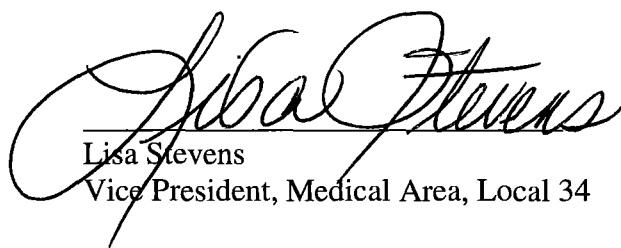


John Bollier  
Vice President for Facilities

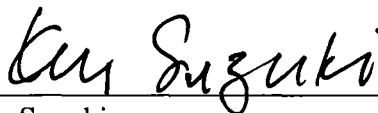
For the Union:



Ann DeLauro  
Vice-President, Central Area, Local 34



Lisa Stevens  
Vice President, Medical Area, Local 34



Ken Suzuki  
Secretary Treasurer, Local 34

## **5. Local 34 Side Letter Agreement on Remote Work**

### **A. Remote Work Program**

Effective January 1, 2022, or an alternate date if mutually agreed to, this Agreement of a Remote Work Program will apply for a one (1) year trial period, which may be modified based upon experience during the trial period and renewed for successive one-year periods upon the agreement of the Policy Board.

1. Remote Work Program is a departmental operational arrangement where a Staff Member regularly performs their duties from home or at another approved location. Staff Members covered by the Remote Work Program include full-time and part-time Staff Members who are regularly assigned to perform all duties, except as otherwise directed in accordance with this Agreement, at a remote location. Full-time and part-time positions may be assigned to a Remote Work Program. Staff Members in a Remote Work Program covered by this Agreement shall be considered to be in Local 34's jurisdiction and remain in the bargaining unit for the duration of the current contract and the successor contract. A Staff Member may be assigned by the University or department to a Remote Work Program. Staff Members assigned to a Remote Work Program will have an official on-campus duty location, normally in New Haven or West Campus but also in accordance with Article I of the collective bargaining agreement, where they may be required to report on-campus on a regular basis or from time-to-time as described below.
2. Remote Work Program assignments are unique to the position, not the person. If a Staff Member changes positions or functions for any reason, the appropriateness of continued remote work will be based on the Staff Member's new position.
3. Subject to the terms of this Agreement, the University may assign Staff Members to Remote Work Program assignments in authorized viable University-owned, operated, or sourced work locations that are not their official on-campus duty locations or to their home or other appropriate personal location. All such assignments must be approved by the University or Department head. Staff Members who are or were in remote work arrangements in their homes or other personal locations at any time from March 16, 2020, up to the effective date of the one-year trial shall be considered to have been in, or to be continuing in, assignments by the University to Remote Work Program with the permission of the Staff Member and the Union. Postings for new positions in Remote Work Program departments and units will identify an official on-campus duty location but indicate the position is assigned to Remote Work Program (i.e., work from home).
4. In making these Remote Work Program assignments, the University will consider whether the work can be performed effectively and efficiently from a remote location as

one factor in its assessment.

5. Except as otherwise provided, and unless mutual agreement is reached to begin sooner, the University will provide at least thirty (30) days' notice to a Staff Member when a Remote Work Program assignment is initiated or discontinued.
6. Managers may need Staff Members working in a Remote Work Program to report for on-campus work for staff meetings, town hall meetings, collaborative projects, or other work needs. In such cases, except in cases of emergency or other unforeseen circumstances, managers must provide Staff Members with at least seventy-two (72) hours' notice of the need for the Staff Member to report for on-campus work, unless the manager and Staff Member agree to a lesser period of notice.
7. Staff Members who are assigned to a Remote Work Program are personally responsible for maintaining a designated workspace in a safe, healthy, professional, and secure manner with sufficient internet access, as defined by the University (currently, 100 MBS minimum), to effectively perform the work.
8. Based on job needs, the University will provide computers, monitors, and other peripheral equipment that are necessary for Staff Members assigned to a Remote Work Program. The University may elect to provide a "one office" equipment set-up to each Staff Member assigned to work remotely [this standard package currently envisioned to be a computer, two monitors, keyboard and mouse]. This "one office" equipment set-up is intended to be used by the Staff Member for both on-campus and remote work. Staff Members working remotely are responsible for the physical security of University-supplied equipment and may be held liable for loss or damage that is caused by the Staff Member's negligence or misconduct. Staff Members must return all University-supplied equipment upon the conclusion of a remote work assignment. The University will be responsible for the repair and upgrade of any University owned equipment due to normal wear and tear. If the University authorizes a staff member to purchase necessary equipment, then the University will reimburse the Staff Member for the cost of the purchase consistent with University purchasing policy.
9. The University will provide Staff Members assigned to a Remote Work Program with the office supplies (paper, pens, pads, etc.) that are necessary for the Staff Member to perform their work. Alternatively, the University will reimburse Staff Members for the cost of authorized purchases of office supplies.
10. If, after addressing a performance concern in the same manner as when on-campus, a manager requires a Staff Member in a Remote Work Program to return to campus to



correct the performance issue, consistent with paragraph six (6) above, the manager may pause a remote work assignment for a period of up to ten (10) working days to address the same. In the event of a pause, the Staff Member must report for on-campus work while the pause is in effect. The manager must promptly meet with the Staff Member, and a union representative if the Staff Member so desires, to share information about the performance concerns and, as appropriate, develop a plan of action for addressing the same. The pause is intended as a non-disciplinary coaching tool to remediate on-going performance concerns. Upon completion of the pause, the Staff Member will return to their remote work assignment.

11. If a Staff Member who is assigned to a Remote Work Program loses electrical power, internet access, and/or is experiencing other temporary technical issues with University-issued equipment or University-based systems that prevent the Staff Member from working from their remote location and are beyond the Staff Member's control (e.g., regional storm, household outage, or computer malfunction) then, until the disruption is resolved, the Staff Member will be directed by their supervisor (1) to perform remote work from an alternate location consistent with their own personal plan; (2) to report for work to a designated location on campus with the supervisor's authorization; or (3) to use PTO with the supervisor's authorization. Staff Members will have up to 24 hours without loss of pay from the onset of the disruption before they are required to adhere to their supervisor's directive (option 1, 2 or 3), except that Staff Members working in Yale Medicine may be required to adhere to their supervisor's directive by the start of the next business day following the disruption. If the reason that prevents the Staff Member from working from their remote location is University-issued equipment or University-based systems malfunction, or other problem with University-based operations, the Staff Member shall not suffer any loss of pay while the problem is being resolved and/or if the supervisor does not activate above option 2.
12. Staff Members working remotely are expected to maintain their availability during working hours, to maintain appropriate levels of production, and to maintain the quality of their work.
13. Remote work is to be performed during the Staff Member's regular workday or other workday schedule by agreement with the supervisor in accordance with Article VII of the collective bargaining agreement. Hours of work for each remote workday may be modified in accordance with Article VII of the collective bargaining agreement. In the event that remote work is discontinued, Staff Members will revert to pre-remote work schedules or other schedules consistent with contractual notice requirements.
14. Staff Members are expected to work a full workday or by arrangement with the supervisor a schedule that provides a full workweek to University business. Staff members working remotely will be expected to make arrangements for care of children

and/or family members so that University business can be completed in a timely and efficient manner.

15. Staff Members participating in remote meetings may be expected to be present visibly at the request of management.
16. The University agrees that remote work-related technology may not be used to establish employee timeclocks.
17. Remote work-related technology may not be used to invade the privacy of Staff Members' remote work locations and, except as otherwise provided, to conduct audio or video recording of Staff Members or their households in their private spaces. Nothing will prevent the University from continuing its practice of monitoring a Staff Member's telephone and other communications as part of a quality control program or prevent daily team huddles, video meetings, or other communications. The University shall upon request by Staff Members or the Union disclose and explain to Staff Members and the Union any technology planned or used to evaluate Staff Members' performance during Remote Work.
18. The University shall not discipline an employee because of distractions or disruptions which are common in-home environments, such as family members making noise in the background, interruptions by children, unkempt backgrounds and the like, provided that the University may require employees to minimize these effects by the use of University-provided audio headsets with noise-dampening capabilities and visual backgrounds and filters or other devices.
19. Staff Members whose departments or units operate on a Remote Work Program basis must be provided the option, under the following conditions, to work on campus at their official duty location or at an alternative University-owned, operated, or sourced work location.
  - a. Conditions that would permit Staff Members the option to work on campus include but is not limited to inadequate remote work workspace (insufficient room, lack of dedicated or secure space, or hazardous conditions or other physical safety concerns); domestic violence; and medical conditions, including mental health conditions.
  - b. The University and the Union will develop centralized, confidential processes for Staff Members who require work on campus or at an alternative University-owned, operated, or sourced locations, including the submission of appropriate documentation.
20. Staff Members working remotely may be required to utilize shared office space when reporting for on-campus work.

21. Effective with agreement of the provisions in the Side Letter and the commencement of the Year One pilot period for the Remote Work Program, any Staff Member who is assigned by the University or department to work remotely will be eligible to receive a one-time taxable gross payment (Lump Sum) of \$300 to assist with the cost of setting up a remote work location. Thereafter, if a Remote Work Program continues beyond the one-year trial, affected Staff Members shall receive a Lump Sum of \$300 in January 2023, a Lump Sum of \$100 in January 2024 and in each successive January during the life of the 2022 contract that the Remote Work Program continues. Departments or units that establish a Remote Work Program in the second-year renewal of Remote Work Program or in any years thereafter will provide eligible Staff Members a Lump Sum of \$300 in the first year of its Remote Work Program, a Lump Sum of \$300 in the second year, and a Lump Sum of \$100 in each subsequent renewal year during the life of the 2022 contract that Remote Work Program continues. Staff members who are newly hired into fully remote positions within departments or units with established Remote Work Programs will receive the initial Lump Sum of \$300 after the completion of their 90-day day probationary period, the second Lump Sum of \$300 in the first January following their date of hire, and a Lump Sum of \$100 in each subsequent renewal year during the life of the 2022 contract that Remote Work Program continues.

This provision shall not apply to Staff Members who are assigned to remote work because of a Temporary or Emergency Closing except if, after the Temporary or Emergency Closing is resolved, a closing results in the establishment of a Remote Work Program assignment consistent with this Agreement.

22. Workers Compensation insurance will apply to all Staff Members while working remotely. Staff Members who are injured while working remotely will follow existing practices for reporting injuries.
23. The University will provide accommodations in accordance with applicable law for Staff Members assigned to work remotely pursuant to this Agreement.
24. Staff Members working remotely are expected to adhere to all applicable University policies and procedures as if they were working on campus (e.g., the University's policy on fraud or appropriate use of IT equipment would apply equally on-campus or off-campus; the University's current no smoking policy is not applicable because it only applies to campus locations).
25. The method of reporting Health and Safety incidents will be developed by the parties in the first pilot year.

26. Except as defined in this Side Letter, the terms of this Agreement do not modify the respective rights of the parties as established by the parties' collective bargaining agreement.
27. On a monthly basis, the University will provide the Union with a list of Staff Members who are working Remote Work Program assignments. The parties shall agree on the information to be provided in the report.
28. Notwithstanding the physical location where a Staff Member performs remote work pursuant to this Agreement, a Staff Member working remotely with an official duty station pursuant to Section 1 of this agreement will be a part of the Local 34 bargaining unit and will be covered by the terms of the parties' collective bargaining agreement.
29. The physical location for a Remote Work Program assignment under this Agreement will be limited to the State of Connecticut. However, requests for exceptions may be considered on a case-by-case basis by the Director of Labor Relations.

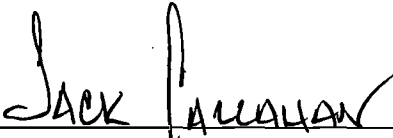
**B. Pandemic Period**

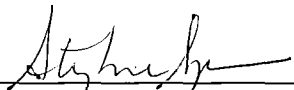
Until the University returns to normal operations post-pandemic, staff members working remotely on a full schedule or hybrid basis because of the pandemic will be deemed to have been assigned to a remote work assignment. Staff Members who are or were in remote work arrangements in their homes or other personal locations at any time from March 16, 2020, shall be considered to have been in, or to be continuing in, assignments by the University to remote work with the permission of the Staff Member and the Union. Acceptance of an offer of a newly posted and identified remote work position shall be considered by the parties to constitute agreement of assignment to remote work by the Staff Member and the Union. The above provisions for the Remote Work Program will apply to Staff Members working remotely because of the pandemic, except for the preamble to Section A and paragraphs five (5); twenty-one (21); twenty-five (25), except that during the pandemic period, Staff Members will report Health and Safety incidents in the same manner as when on-campus; and twenty-seven (27). For Staff Members working remotely because of the pandemic, unless mutual agreement is reached to begin sooner and after the week of October 4, 2021, the University will provide at least fourteen (14) days' notice to a Staff Member when a remote work assignment is discontinued, in full or in part, and the Staff Member is required to return to campus.

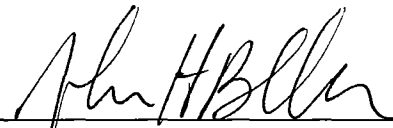
**C. Hybrid Remote Work**

When the University resumes normal operations post-pandemic or sooner if the parties agree, the parties will re-engage in discussions concerning hybrid remote work.


For the University:

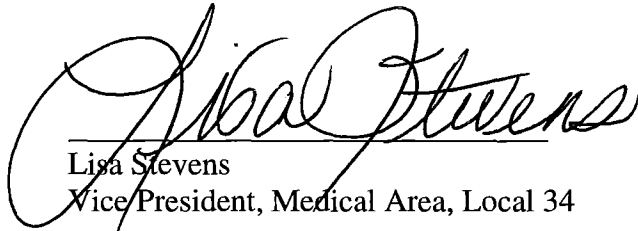
  
\_\_\_\_\_  
Jack Callahan  
Senior Vice President for Operations

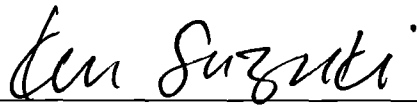
  
\_\_\_\_\_  
Stephanie Spangler  
Vice Provost for Health Affairs &  
Academic Integrity

  
\_\_\_\_\_  
John Bollier  
Vice President for Facilities

For the Union:

  
\_\_\_\_\_  
Ann DeLauro  
Vice-President, Central Area, Local 34

  
\_\_\_\_\_  
Lisa Stevens  
Vice President, Medical Area, Local 34

  
\_\_\_\_\_  
Ken Suzuki  
Secretary Treasurer, Local 34

## **6. Local 34 Side Letter regarding Private Election at 48 Wellington Road**

This Side Letter describes the private recognition process agreed to in Paragraph 5 of the 2022 Clinical Memorandum of Understanding between Yale University and UNITE HERE Local 34 (the “2022 Clinical MOA”).

1. As used in this Side Letter, the following terms have the following meanings:
  - a. The “Practice” means the Yale Medicine-run orthopaedic practice at 48 Wellington Road, Milford, CT 06461.
  - b. The “Eligible Employees” means employees employed by Medical Practice Management LLC (“MPM”) in direct patient care support positions, and non direct care support positions at the Practice, (the “Eligible Employees”), as the duties of those classifications are defined in Paragraph 3(c) and (g) of the 2022 Clinical MOA. The term Eligible Employees shall not encompass any other employees at the practice, including, without limitation, professional employees, managerial employees, confidential employees, guards, supervisors, students, casual employees, temporary employees, faculty, part-time employees working less than 20 hours per week, and employees represented by other unions.
2. Pursuant to Paragraph 5 of the 2022 Clinical MOA, the University and Local 34 have agreed that a secret ballot election shall be conducted at the Practice by no later than June 30, 2022 if Local 34 seeks to be recognized as the collective bargaining representative of Eligible Employees. Arbitrator Susan Meredith shall be the primary election officer. If Susan Meredith is not available to conduct the election within the timeframe set forth in Paragraph 4, then the alternate, Gary Kendellen shall be the election officer if they are available to conduct the election within the timeframe set forth in Paragraph 4. If the alternate election officer is also not available within the time frame set forth in Paragraph 4, then the primary election officer shall conduct the election at their earliest available date. The fees and expenses of the election officer shall be divided equally between the University and Local 34.
3. Within ten (10) days after the signing of 2022 Clinical MOA, the University shall provide a list of all Eligible Employees to Local 34, showing each individual’s job title, department, home address, and telephone number. The University shall update this information on a monthly basis.
4. Dated and signed authorized cards from thirty percent (30%) or more of the Eligible Employees within the bargaining unit verified by the election officer will result in a secret ballot election to be concluded within (20) days from delivery of the eligibility list specified in paragraph 6 to Local 34.

5. The University shall grant representatives of Local 34 permission to enter upon the premises of the Practice for the purpose of communicating with Employees, provided that such representatives shall only communicate with Employees on the Employees' non-work time and in a non-work area identified by the University at the Practice and shall not interfere with the orderly operations conducted at the Practice. Any access discussed in this paragraph shall not be permitted in areas of the Practice that are restricted for health/safety/privacy reasons.
6. Upon the verification of the showing of interest to the election officer pursuant to paragraph 4, within two (2) working days, the University shall provide to Local 34 an election eligibility list containing the full first and last names of the Eligible Employees and the Eligible Employees' last known addresses and telephone numbers.
7. The election officer shall certify Local 34 as the exclusive bargaining representative of all Eligible Employees if: (1) Local 34 has received the majority of votes by Eligible Employees voting in a secret ballot election; and (2) the election officer determines that the election was conducted fairly (the election officer may take into consideration National Labor Relations Act principles in making this assessment). If the election officer determines that the election was conducted unfairly due to misconduct by the University, Local 34, or any of their agents, the election officer may order a hearing where both parties have notice and an opportunity to respond to determine an appropriate remedy (again, the election officer may take into consideration NLRA principles in fashioning an appropriate remedy).
8. The election shall be conducted by the election officer by in-person ballot at a location to be agreed on by the parties pursuant to procedures set forth in a consent election agreement in substantially the same form as Attachment 1. In the event either that a party refuses to enter into the consent election agreement or that the parties do not agree on the terms, including the ballot location, the election officer shall issue an order that conforms to the terms of the form consent election agreement and shall have authority to decide any terms upon which the parties have not agreed, after giving the parties the opportunity to present their views in writing or in a telephonic conference call.
9. All questions concerning representation of the Eligible Employees and the administration of this Side Letter shall be resolved by the election officer. The decisions of the election officer, including the decision whether or not to certify the Union as the representative of a unit of employees, are arbitral in nature and are final and binding on the Union and the employer and may be enforced in a court of competent jurisdiction.
10. Neither the University nor Local 34 will file a petition or a notice of voluntary recognition with the National Labor Relations Board for any election in connection with this Agreement, except that Local 34, in its discretion, may decide when and whether to provide notice of voluntary recognition to the NLRB. If Local 34 notifies the NLRB of recognition pursuant to

this Agreement and the NLRB instructs the University to post an NLRB notice of recognition, the University shall post the notice of recognition in accordance with the instructions from the NLRB as soon as practicable upon receipt of the notice by the University. Local 34 and the University agree that if any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of Local 34 pursuant to this Paragraph, (i) the University and Local 34 will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Eligible Employees at the time the petition is filed, on grounds of contract bar, (ii) if the petition is not dismissed, the University and Local 34 shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (iii) the University and Local 34 shall at all times abide by the provisions of this Agreement. In connection with any act or omission occurring within the context of this Agreement, arbitration shall be the exclusive remedy for resolving disputes between the Union and the University, and neither the Union nor the University will file any unfair labor practice charges with the National Labor Relations Board, except that (i) the University and Local 34 may each file charges against another party other than the University or Local 34, and (ii) Local 34 may file appropriate charges in the case of a decertification petition.

11. If the election officer decides that Local 34 has not been selected as the exclusive collective bargaining representative of Employees at the Practice, the Union may not hold another election pursuant to this Side Letter.
12. In the event that a majority of the Eligible Employees select Local 34 as their representative, the terms of the collective bargaining agreement between Local 34 and the University shall apply to the Employees. The Eligible Employees will, upon the union being certified as the Eligible Employees' exclusive bargaining representative, be immediately accreted into the Local 34 bargaining unit in the same manner employed for the transfer of non-bargaining unit employees to the bargaining unit per Paragraph 6(c) of the 2022 Clinical MOA.
13. The underlying facts related to the actions and procedures called for in this document are not precedential and cannot be submitted as evidence before an arbitrator, the National Labor Relations Board, or any other forum except for use in enforcing the terms of this agreement. In particular, without limiting the foregoing, any single employer, joint-employer, successor or alter ego status shall be non-precedential and shall not be used by either party as evidence of such status in any other context or clinical setting.

#### ATTACHMENT 1 CONSENT ELECTION AGREEMENT PROCEDURES

1. Voter Eligibility. The cutoff date for voter eligibility is [\*\*\*]. Unless otherwise indicated below, the eligible voters shall be all Eligible Employees (as defined by the Local 34-University Side Letter regarding Private Election at 48 Wellington Road) who were employed on



the eligibility cutoff date and who are still employed on the date they cast their ballots in the election, i.e., the date the voted ballot is received by the election officer. Eligible Employees who are ill, on vacation, on leave of absence, temporarily laid off, and employees who are in the military service of the United States shall be eligible to vote.

2. Notice of Election. The election officer shall serve Notices of Election on the Employer and the Union. The Notice shall contain a sample ballot, a description of the voting unit and information regarding the balloting process, and notification of the Election Date. Upon receipt and no later than [\*\*\*], the Employer shall post such Notice of Election conspicuously on all employee bulletin boards in each facility of the Employer in which members of the voting unit are employed.

3. Voter Lists. Seven days prior to the Election Date, the Employer shall electronically file with the election officer a list of eligible voters and send it simultaneously to the Union. The voter list shall be in an Excel spreadsheet format, with columns labeled as follows: First Name, Last Name, Street Address, City, State, and Zip Code. The Union shall raise any questions about the composition of the list with the election officer, copy to the Employer, no later than three days after receipt of the list.

4. Wording on Ballot. The choices on the ballot shall appear in the wording and order enumerated below.

FIRST: [\*\*\*]  
SECOND: [\*\*\*]

5. Description of the Balloting Process: All eligible voters shall vote by in-person voting. Voting shall take place on the Election Date at [\*\*\*], or another a mutually agreed-upon, neutral location not more than [\*\*\*] miles from the Practice's location. If the parties are unable to agree upon such a location, the election officer shall determine the location of the election. Voting in the election shall be conducted in a manner that ensures Eligible Employees' confidentiality.

6. Should any dispute arise between the parties prior to an election concerning compliance with the provisions of sections 1 through 5 of this agreement, a hearing shall be conducted before the election officer within 48 hours of notice by the party alleging a violation to the other party and to the election officer. The parties agree to make themselves available during the evenings and on weekends in order to comply with this time limit. Any hearing conducted pursuant to the provision shall be limited to four hours, equally divided between the parties, including argument. The election officer shall have the authority to issue such order as deemed necessary to ensure compliance with this Agreement, including bench decisions, temporary restraining orders or preliminary injunctions.

7. Eligibility Challenges. The election officer or an authorized agent of the Employer or the Union may challenge the eligibility of a voter for good cause. Challenges shall be made prior to the tally of the ballots and shall be sent to the election officer, the Employer and the Union. The election officer shall take into consideration the standards applied by the NLRB under the National Labor Relations Act, provided that those standards are otherwise consistent with this agreement.

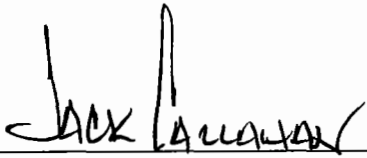
8. Tally of Ballots. Beginning at [\*\*time\*\*] on [\*\*date\*\*], at [\*\*address\*\*], ballots shall be co-mingled and tabulated by the election officer. Each party shall be allowed to station an authorized agent at the ballot count to verify the tally of ballots. The election officer may employ assistants to assist in the ballot count. At the conclusion of the counting, the election officer shall serve a tally of ballots on each party.

9. Objections and Post-election Procedures. Objections to the conduct of the election may be filed with the election officer within five (5) calendar days following the service of the tally of ballots. Service and proof of service is required. Objections must be accompanied with a statement of facts on which they are based. The election officer may solicit evidence in the form of documents and declarations and may hold an evidentiary hearing. The election officer shall decide whether objectionable conduct occurred and whether it affected the results of the election and conduct a re-run election if the election officer finds objectionable conduct affecting the results.

10. Runoff Election. In the event a runoff election is necessary, it shall be conducted at the direction of the election officer.

11. Each signatory to this Agreement hereby declares under penalty of perjury that s/he is a duly authorized agent empowered to enter into this Consent Election Agreement.

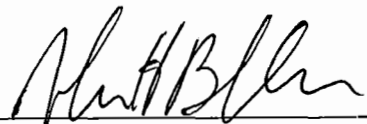
For the University:



Jack Callahan  
Senior Vice President for Operations



Stephanie Spangler  
Vice Provost for Health Affairs &  
Academic Integrity

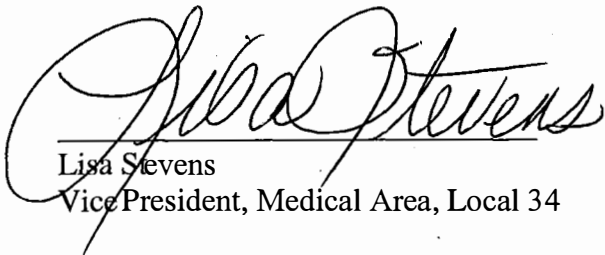


John Bollier  
Vice President for Facilities

For the Union:



Ann DeLauro  
Vice-President, Central Area, Local 34



Lisa Stevens  
Vice President, Medical Area, Local 34



Ken Suzuki  
Secretary Treasurer, Local 34

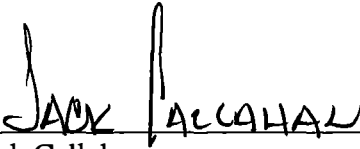
**[\*\*Author\*\*]**  
Election officer

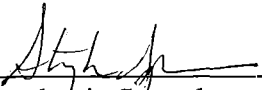
Date approved: \_\_\_\_\_

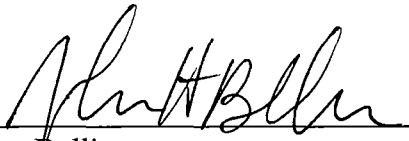
## 7. Local 34 Side Letter regarding Central Campus Postings

Effective within 90 days upon ratification of this agreement, the University will post the following positions: Lead Building Services Coordinator (Senior Administrative Assistant II, Grade E), and a floating Academic Registrar (Senior Administrative Assistant, Grade D).

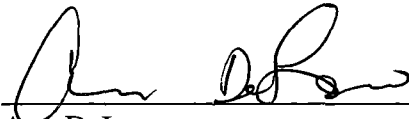
For the University:


  
\_\_\_\_\_  
Jack Callahan  
Senior Vice President for Operations

  
\_\_\_\_\_  
Stephanie Spangler  
Vice Provost for Health Affairs &  
Academic Integrity

  
\_\_\_\_\_  
John Bollier  
Vice President for Facilities

For the Union:

  
\_\_\_\_\_  
Ann DeLauro  
Vice-President, Central Area, Local 34

  
\_\_\_\_\_  
Lisa Stevens  
Vice President, Medical Area, Local 34

  
\_\_\_\_\_  
Ken Suzuki  
Secretary Treasurer, Local 34

## 8. Local 35 1-for-1 Replacement, Exhibit A, List of Open Positions

Position Number	Position Title	Department	Location	Grade	Current Incumbent	Current Salary	Current Step	Current Pay	Current Status	Current Date	Current Status	Current Date
65125 BR	Custodian		Central	3	Halpern	20			new	4/21/2021	C	
66775 BR	Custodian		Central	3	Baker	25			new/budgeted	7/7/2021	C	
67052 BR	Custodian(rooms)		Central	3	Kopjanski	40			Cyrstal Robinson	7/28/2021	C	
67054 BR	Cust/Cust Short Term Cov Duties		Central	3	Kopjanski	40			Alan Clark	7/28/2021	C	
67055 BR	Cust/Cust Short Term Cov Duties		Central	3	Clarke	40			Debra Outlaw-Stancil	7/28/2021	C	
67056 BR	Cust/Cust Short Term Cov Duties		Central	3	Clarke	40			Jackie Guase	7/28/2021	C	
67058 BR	Cust/Cust Short Term Cov Duties		Central	3	Kopjanski	20			Deswert/split position	7/28/2021	C	
67194 BR	Custodian(rooms)		Central	3	Sheppard	40			Tanisha Taylor	7/28/2021	C	
67256 BR	Custodian		West Campus	3	Catalano	40			New/Budgeted	7/28/2021	C	
67846 BR	Custodian		Central	3	Sheppard	40			Rayshena Johnson(Long Term WC)	8/25/2021	C	
67855 BR	Custodian		Central	3	Sheppard	40			Mary Deleon(Long Term WC)	8/25/2021	C	
67871 BR	Cust/Cust Short Term Cov Duties		Central	3	Hajducky	40				8/25/2021	C	
67872 BR	Cust/Cust Short Term Cov Duties		Central	3	Hajducky	20				8/25/2021	C	
67873 BR	Cust/Cust Short Term Cov Duties		Central	3	Hajducky	20				8/25/2021	C	
67874 BR	Cust/Cust Short Term Cov Duties		Central	3	Draughn	20				8/25/2021	C	
67875 BR	Cust/Cust Short Term Cov Duties		Central	3	Draughn	20				8/25/2021	C	
67876 BR	Cust/Cust Short Term Cov Duties		Central	3	Halpern	20				8/25/2021	C	
76877 BR	Cust/Cust Short Term Cov Duties		Central	3	Hajducky	40				8/25/2021	C	
67878 BR	Cust/Cust Short Term Cov Duties		Central	3	Halpern	20				8/25/2021	C	
67974 BR	Custodian		Med	3	Bryan	40			Stanley Williams	9/1/2021	C	
67975 BR	Custodian		Med	3	Bryan	40			Isreal Caraballo	9/1/2021	C	
67976 BR	Custodian		Med	3	Bryan	40			Monique Harris	9/1/2021	C	

67977 BR	Custodian		Med	3	McGraw	40			Lulu Bland	9/1/20 21	C	
67978 BR	Custodian		Med	3	McGraw	40			Arlette Kierce	9/1/20 21	C	
67979 BR	Custodian		Med	3	McGraw	40			Lindsey Spann	9/1/20 21	C	
68137 BR	Cust/Cust Short Term Cov Duties		Central	3	Taschner	20				to post 9/8/20 21	C	
68138 BR	Cust/Cust Short Term Cov Duties		Central	3	Halpern	40			Keir Jones	to post 9/8/20 21	C	
68139 BR	Cust/Cust Short Term Cov Duties		Central	3	Halpern	40			Naomca Griffin	to post 9/8/20 21	C	
	Custodian	Michael Roundtree	YSM	3								
	Custodian	Nicole Page	YSM	3								
	Custodian	Ashley Flood	YSM	3								
	Custodian	Tim Phelmetta	Science East	3								
	Mobile Rounds. Project	Calvin Edwards	YSM	6								
	Mobile Rounds. Project	Zephani ah Willoughby	YSM	6								
	Mobile Rounds. Project	Gary Barnett	YSM	6								
	GBM	Dawn Boulas	West Campus	10								
	GBM	Rosa Kendall	Divinity	10								
	GBM	James Hill	Music	10								
	GBM	Mitchell Weiner	Music	10								
	GBM	Sandy Riccitelli	Divinity	10								
	GBM	Robert Colonna	HGS	10								
	Grounds Entry			2								
	Grounds Entry			2								
	Grounds Entry			2								
	Groundskeep er	Tyrese Blue		4								
	Groundskeep er	Steen Ferriola		4								
	Gardner	Antione Wilkins		8					new			
	Gardner	Michael Novella		10					new/budg eted			
65305 BR	Equipment Mech		Med School	11	Perez	40			Cyrstal Robinson	4/28/2 021	PP	
67287 BR	Locksmith		Central	11	Fanelli	40			Alan Clark	8/11/2 021	PP	

67587 BR	Equipment Mech		Centr al	11	Sanche z	40			Debra Outlaw- Stancil	8/11/2 021	PP	
67588 BR	Balancer Tech		Centr al	11	Grund	40			Jackie Guase	8/11/2 021	PP	
68239 BR	Controls Mechanic		Centr al	11	Grund	40			Deswert/s plit position	to post 9/8/21	PP	
66451 BR	Temp UBIM		WC	11	Boothr oyd	40			Tanisha Taylor	6/23/2 021	U	
66637 BR	Utilities Elect		Centr al	11	Kragulj ac	40			New/Budg eted	6/30/2 021	U	
66636 BR	Oiler		Centr al	11	Kragulj ac	40			Rayshena Johnson(L ong Term WC)	6/30/2 021	U	
67497 BR	UBIM		WES T	11	Boothr oyd	40			Mary Deleon(Lo ng Term WC)	8/4/20 21	U	
	Carpenter	Fedorchu k	Med	11								
	Equipment Mech	Coughlin	Med	11								Filled with Extern al
	Equipment Mech	Malloy	Med	11								Filled with Extern al
	Locksmith	Hogan	Centr al	11								
	Glazier	Santora	Centr al	11								Filled with Extern al
	Fire Mechanic	Greenba cker	Centr al	11								Filled Intern ally
68397 BR	Plumber	Gentile	Centr al	11								Posted
	Equipment Mech	Molloy	Centr al	11								Posted
	Controls Mechanic		Centr al	11					Stanley Williams			
	Controls Mechanic		Centr al	11					Isreal Caraballo			
	Balancer Tech		Centr al	11					Monique Harris			Review ing Applica nts

## **V. Appendices**



## **1. Pension Annuitization Letter**

November 17, 2021]

Mr. Robert Proto

Mr. Ken Suzuki

Re: Limitations on Pension Annuitization Between July 1, 2021 and June 30, 2031

Dear Bob and Ken:

This letter confirms that, for Local 34 and Local 35 bargaining unit members who are on Yale University payroll as of July 1, 2021, Yale University will not pursue “annuitization” of its pension plan obligations for these plan participants any time prior to June 30, 2031, regardless of whether or not they remain employed with the University through June 30, 2031.

This letter does not circumscribe the University’s rights with respect to annuitization for former bargaining unit members who terminated employment prior to July 1, 2021. Nor does it alter the University’s position that former employees fall outside the bargaining units nor vest any new rights regarding the Staff Pension Plan or any other post-employment benefit plan.

This letter shall not serve as precedent with respect to future negotiations.

Sincerely,

Jack Callahan  
Senior Vice President for Operations