

**AGREEMENT**

**BETWEEN**

**YALE UNIVERSITY**

**&**

**LOCAL 34, FUE, UNITE HERE**

**2002 · NEW HAVEN, CONNECTICUT**



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## **AGREEMENT**

This Agreement is entered into as of this 20<sup>th</sup> day of January, 2002, by and between YALE UNIVERSITY (“the University”) and LOCAL 34, FUE, UNITE HERE (“the Union”).

## **ARTICLE 1**

### **RECOGNITION**

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

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

University Employees; confidential employees; and guards, other professional employees and supervisors as defined in the Act.

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

## **ARTICLE II**

### **UNION AFFAIRS**

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

consistent with applicable law, to make such deductions. The University shall remit monthly to the Secretary-Treasurer of the Union a check for the amounts so deducted, accompanied by a listing of the names of Staff Members for whom deductions have been made and the amounts deducted for each.

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

- (ii) Each department may have a Department Steward;
  - (iii) Three (3) Chief Stewards.
- (b) The Union shall advise the University in writing of the names of the Union Stewards and the groups of Staff Members to be represented by each Steward.
- (c) No Union Steward shall engage in activities on behalf of the Union during the Steward's working time or interfere with the working time of any Staff Member except as authorized by this Agreement.
- (d) The University shall grant each Chief Steward a special leave of absence for the duration of his or her term of office in that position. The Chief Stewards shall devote full time to Union business, and shall be paid as full-time employees at their regular salary and benefits, with one-half (1/2) the salary to be reimbursed to the University by the Union. Upon providing the University with written notification of his or her intent to return to work at Yale, the Staff Member will be given the benefits of Article XVII,2(b)(i),(ii), and (iii). A Staff Member on special leave of absence as described in this provision shall continue to accumulate seniority during the period he or she is on such leave.
6. Staff Members may make reasonable use of Campus Mail to communicate between and among themselves regarding grievances and other matters directly relating to the administration of this Agreement and for communicating with University administrators regarding grievances and other matters directly related to administration of this Agreement. This provision shall not permit the use of Campus Mail for Union communications to the bargaining unit as a whole or to any non-bargaining groups without the specific permission of the University.
7. (a) Upon request by the Union to the Director of Labor Relations or his or her designee, the University will excuse Staff Members

from work without pay, in reasonable numbers and for reasonable periods, for Union business which is not inconsistent with this Agreement, such as Union conferences, training programs, and similar activities. The University will give reasonable consideration to any such proposed absence, provided, however, the University is not required to excuse any Staff Member if excusing the Staff Member would unreasonably interfere with performance of required work.

- (b) There shall be a release pool of 1500 hours per calendar year for Staff Members to be released from work for communication with union members, problem-solving, and grievance investigation. The Union will make release requests to the Director of Union Relations or his or her designee at least three work days in advance of the date of the Staff Member's release.
- 8. The Union may make reasonable use of University facilities for meetings, subject to the rules, regulations, and charges applicable to University-recognized organizations.
- 9. A special leave of absence shall be granted to any seven (7) Staff Members for a period of up to five (5) years, or renewed for up to five (5) years from the effective date of this Agreement in the case of such leave which began during the preceding agreement, to Staff Members elected or hired by the Union to full-time positions. The Union shall advise the University in writing of the names and terms of office of Staff Members when requesting such special leaves. The provisions of Article XXXV (Leaves of Absence) shall not apply to such leaves. The Staff Members may continue coverage under the Staff Retirement Plan or any portions of the insurance plans provided by this Agreement upon payment by the Staff Members or the Union to the University of the costs of such coverage. Upon providing the University with written notification of his or her intent to return to work at Yale, the Staff Member will be given the benefits of Article XVII, Section 2 (b) (i), (ii), and (iii). A Staff Member on a leave of absence as described in this provision shall continue to accumulate seniority during the period he or she is on leave.

10. The University agrees to notify the Union of the dates and times of the centralized orientation sessions conducted by the Department of Human Resources. The Union may set up a table of an appropriate size outside of the orientation room, to be staffed by one (1) Union representative, for the purpose of disseminating information to bargaining unit members relating to Union membership, Union activities, contract administration, and related matters. Such information shall not constitute political endorsements or be defamatory in nature.

## **ARTICLE III**

### **HEALTH AND SAFETY ON THE JOB**

1. (a) The University agrees to provide a place of employment which shall be safe and healthy for Staff Members. The University shall furnish and use safety devices and safeguards, and shall adopt and use methods and processes adequate to render such place of employment safe, and do every other thing necessary to protect the life, health, and safety of Staff Members. The University shall repair and maintain every place of employment so as to make it safe. The term “safe” or “safety” as applied to any employment or place of employment shall include personal security and shall include conditions and methods of sanitation and hygiene necessary for the protection of the life, health, and safety of Staff Members.
- (b) If the University requires that a Staff Member wear safety clothing or use safety equipment, the University shall provide such clothing and/or equipment.
- (c) Staff Members shall observe all safety rules and requirements. Staff Members shall report as soon as practicable to their Supervisors any job-related accident, injury, or illness; this requirement shall not, however, be construed to limit in any way a Staff Member’s rights under the Worker’s Compensation Law, provided the Staff Member does give the University any notice required by such law.

2. A joint Health and Safety Committee shall be established composed of no more than eight (8) University-selected members and eight (8) Union-selected Staff Members. The Committee shall be chaired by the Director of Environmental Health and Safety (or his/her designee). One of the Union-selected members shall be designated by the Union as Chief Union Safety Steward for Local 34 and one Union-selected member shall be designated by Local 35 as Chief Union Safety Steward for Local 35, for the purpose of serving as a focal point for communications and coordination of activities addressed by this Article. This committee will meet monthly, or at a schedule determined by the Committee, to review, discuss, and make recommendations related to health and safety issues at the University. By mutual agreement, the Local 34 and Local 35 portions of the Committee may meet separately with University-selected members of the committee in lieu of the regular monthly meeting. The two Chief Union Safety Stewards shall meet with the Director in advance of the meetings to discuss the agenda. Committee meetings shall normally be held during working hours including a one (1) hour period prior to the meeting and Staff Members serving on this Committee will be paid by the University for any of their work time spent at meetings of such Committee, or carrying out functions authorized by the Committee during their normally scheduled work hours.

Among other things, the Committee shall:

- (i) Make recommendations for the correction of potentially unsafe or harmful conditions and the elimination of potentially unsafe or harmful work practices. Make recommendations regarding safety and security in parking areas and the areas Staff Members use to and from such parking areas.
- (ii) Review and analyze all reports of occupational injury and illness to Staff Members.

(iii) Recommend rules and procedures for the prevention of accidents and illness and for the promotion of the health and safety of Staff Members.

(iv) Recommend topics for health and safety training of Supervisors, Union Stewards, and Staff Members.

(v) Distribute information to Staff Members designed to educate and inform Staff Members with regard to their health and safety while at work for the University.

The University shall, within a reasonable time after the Committee makes a recommendation, advise the Committee that it intends to accept the recommendation in full or in part, and on what timetable; or that it does not intend to accept the recommendation in full or in part, and the reason(s) for that decision not to accept; or that it needs more time to consider the recommendation.

3. Upon request, the University shall provide the Union available, relevant information regarding substances in the work place or equipment design.
4. Upon request, and except to the extent limited by applicable law or regulations with the force of law, the University shall provide the Union available, relevant University records on accidents, test results, and safety records maintained by the Office of Environmental Health and Safety, except that no personal medical records or information regarding any Staff Member or other University employee will be provided without the Staff Member's or employee's written consent, unless required by law.
5. When a Staff Member is interviewed for a job vacancy, the University will advise the Staff Member in writing of the apparent potential health and safety hazards associated with the work, and of any known dangerous substances to which the Staff Member may be exposed in the job.

6. No Staff Member shall be required by the University to work alone (i.e., without some other individual, whether or not a Staff Member, reasonably near the Staff Member) between midnight and 7:00 a.m.
7. No Staff Member will be subject to discipline for refusing to perform work which a reasonable Staff Member in a similar situation would consider unsafe. The question of any pay for the time of such refusal should be handled on a case by case basis.
8. A Staff Member shall first bring matters concerning health and safety to the attention of his or her supervisor. If the health or safety matter is not resolved satisfactorily, the Staff Member may request the presence of the appropriate Chief Union Safety Steward. That Chief Union Safety Steward or his or her designee who shall be a member of the Union's Safety Committee may discuss the matter and possible solutions with area supervision and/or the Director, at a mutually agreeable time, and the matter may be referred for discussion at meetings of the Committee.

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

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

- (a) The Union shall notify the University of the names of the Chief Union Safety Stewards and their designees.
  - (b) Requests for time off shall be made to the immediate Supervisor.
  - (c) Time off without loss of pay shall be contingent on legitimate operational needs. Authorization for such time will not be unreasonably denied.
  - (d) The time off requested and/or authorized shall be reasonable in duration, consistent with the needs of the situation.
  - (e) Time off without loss of pay will be requested and authorized only in situations that:
    - (i) are of significant magnitude and/or;
    - (ii) affect significant numbers of bargaining unit Staff Members and/or;
    - (iii) pose the potential for serious health risk and/or;
    - (iv) pose the potential for major misunderstandings and misinformation.
9. The University shall make reasonable efforts to advise each Employee, through health and safety training and/or through advice on specific occasions as needed, of health and safety risks which the Employee is likely to encounter in the course of the Employee's assigned work.
10. Nothing in this Agreement shall be construed to dilute the University's authority and responsibility described in Section 1 of this Article, nor shall anything in the Agreement be construed to limit the right of Staff Members or the Union to file grievances concerning health and safety. Whenever possible, health and safety-related grievances will be filed by the Union Stewards of the Joint Health and Safety Committee. In no case shall a

grievance citing this Article proceed to a second Step Meeting without notification to such stewards.

11. The rights and privileges granted to the Union committee members under this Section shall be exercised with due consideration given to the operating needs of their work units and they shall request authorization to leave the work place from their Supervisors, and this authorization shall not be unreasonably denied.
12. The Unit Safety Committee Pilot Program will be implemented by the Office of Environmental Health and Safety, giving good faith consideration to the suggestions and guidance of the Joint Health and Safety Committee, in conjunction with the departments or units involved. After a successful pilot, the program will be expanded campus-wide at a reasonable pace of expansion, consistent with available resources giving highest priority to those departments or units with the highest accident or injury rates.
13. The parties agree to form a Workers' Compensation Committee to study the procedures and processes surrounding workers' compensation claims in the interest of effectively and fairly managing/reducing workplace injuries, reducing cost through prevention and the return of Employees to productive work whenever practical. The committee will review the entire claims processing procedure, including any systemic issues about approvals, denials and other aspects of the process. Accident data will be reviewed to determine if preventative measures can be identified. Suggestions for safety improvement will be referred to the Joint Health and Safety Committee for their consideration. The committee will be comprised of one representative from Local 34, one representative from Local 35 and two representatives from the University.

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

## **ARTICLE IV**

### **PROBATIONARY PERIOD**

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

## **ARTICLE V**

### **FAIR TREATMENT OF STAFF MEMBERS**

1. (a) No non-probationary Staff Member may be disciplined or discharged except for just cause.
  - (b) Counseling of a Staff Member shall not be used to justify subsequent disciplinary action against that Staff Member.
  - (c) Any grievance challenging disciplinary action taken by the University involving suspension or discharge shall be filed in writing at Step 2 of the Grievance Procedure provided by this Agreement within ten (10) days after the University's action.
  - (d) A Staff Member who is absent from work for five (5) or more consecutive working days without notifying his or her Supervisor shall be deemed to have voluntarily resigned his or her employment with the University, except in unusual circumstances.
  - (e) Discipline older than eighteen (18) months does not serve as a basis for progressive discipline, except in cases of serious

misconduct, including but not limited to sexual harassment or violence in the workplace.

2. (a) Neither the University nor the Union shall discriminate against any Staff Member on account of race, religion, color, sex, marital status, national origin, veteran status, sexual orientation, union membership, union activity which does not violate this Agreement, or other individual beliefs or activities of a Staff Member which do not affect the performance of work by the Staff Member or other University personnel.
  - (b) Neither the University nor the Union shall discriminate against any Staff Member in violation of applicable law on account of the Staff Member's age or disability.
  - (c) The University shall make reasonable accommodation for Staff Members with disabilities who are otherwise qualified to perform the required work.
3. (a) Sexual harassment is contrary to University policy, and the University will take appropriate steps in connection with any sexual harassment by any University employee or student.
  - (b) If a Staff Member or the Union believes that a Staff Member is experiencing sexual harassment by a University employee, the matter shall be brought to the University's attention by either filing a grievance under the Grievance Procedure provided by this Agreement, at whatever step the Staff Member or the Union considers appropriate, by notifying the Department of Human Resources or by notifying the Director of Equal Opportunity Programs.
  - (c) If a Staff Member or the Union believes that a Staff Member is experiencing sexual harassment by a University student, the matter shall be brought to the University's attention by notifying the Director of Equal Opportunity Programs. If the Staff Member or the Union does not think the Director of Equal Opportunity Programs has taken appropriate steps in the situation, the Staff Member or the Union may file a grievance

under the Grievance Procedure provided by this Agreement at whatever step the Staff Member or the Union considers appropriate.

4. Neither the University nor the Union shall apply the provisions of this Agreement in an arbitrary, capricious or discriminatory manner.

## **ARTICLE VI**

### **STAFF MEMBERS PERSONNEL FILES**

1. Upon request, a Staff Member shall be advised in writing of the location and the custodian of all personnel files maintained by the University for that Staff Member. If a Staff Member makes such a request and is not advised of the location of any personnel file(s) maintained by the University for that Staff Member, then the contents of any such file(s) of which the Staff Member is not advised may not be used in any way by the University without the Staff Member's written permission.
2. A Staff Member shall be entitled to inspect and copy material in the University's personnel files regarding the Staff Member. A single copy of any material in the Staff Member's personnel file shall be provided by the University at no cost to the Staff Member. The Staff Member may inspect the personnel file and copy new material in the file as frequently as is reasonable.
3. The University will not release any information concerning a Staff Member without the Staff Member's written authorization except to the extent required by law.
4. If a Staff Member is enrolled in the Yale Health Plan, the Staff Member's personal medical records shall be kept confidential, and no person connected with the Health Plan shall discuss the Staff Member's affairs with any person inside or outside the University, except (i) with the Staff Member's written consent, or (ii) in circumstances where such disclosure would be required

by law to persons or entities not employed by or affiliated with the University, in which circumstances the Health Plan shall immediately notify the Staff Member of such disclosure unless such notification is prohibited by law.

5. The term “Personnel File” for purposes of this Agreement shall be defined in the same manner as the term “Personnel File” is defined in current Connecticut Law. Any changes in current Connecticut law will not change the definition of “Personnel File” for the purpose of this Agreement.

## **ARTICLE VII**

### **SCHEDULING OF HOURS OF WORK**

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

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

- (i) Permanent changes – four (4) calendar weeks prior to the effective date of the change;
- (ii) Temporary changes (limited to a single workweek) – 4:00 pm of the calendar Thursday in the week preceding the effective date of the change;

(iii) Overtime – 4:00 P.M. of the calendar Thursday preceding Saturday or Sunday overtime; 1:00 P.M. of the overtime day for daily overtime.

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

2. (a) Any Staff Member or group of Staff Members may propose to the University one or more of these flex-time variations:

(i) Fixed Flexible Schedule – Staff Members may arrive at different times on a daily basis, and the length of the workday may vary. The weekly pattern remains consistent.

(ii) Totally Flexible Schedule – A Staff Member may, on a daily basis and within specific limits, start and finish work at his or her discretion, so long as the total number of hours required for a given period are completed.

(iii) Compressed Schedule – A workweek is compressed to fewer than five (5) full days.

(iv) Any variation of the above or other forms of flexible schedule.

(b) The University will give reasonable consideration to any such requests but any such scheduling shall remain within the discretion of the University; provided (i) no such request shall be denied arbitrarily or capriciously and (ii) any such proposed schedule if agreed to by the University may thereafter be changed only as provided in Article VIII.

3. Staff Members who normally work more than one shift shall not be scheduled to work two different shifts during the same

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

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

## **ARTICLE VIII**

### **FLEXIBILITY AND PRESERVATION OF EXISTING ARRANGEMENTS**

The parties recognize that flexibility is a mutually advantageous feature of working in many University Departments and that such flexibility enhances both the Departments' operations and the job satisfaction of Staff Members in the Departments, and that arrangements were in existence on the certification date of the Union (May 26, 1983) in various departments with various Staff Members concerning the rearrangement of working hours; working conditions; the authorized, incidental, personal use of University-owned equipment (but not supplies) on personal time; and specific arrangements on other matters. The parties agree on the general principle that such arrangements will continue, subject to the requirement that the Staff Members involved complete their work in the expected time and that such arrangements do not otherwise interfere with the operations of the Department involved. Any such pre-May 26, 1983, arrangement, or any such arrangement which may have been agreed upon after May 26, 1983, or which may be agreed upon in the future by the Staff Member(s) and the Supervisor(s), may be changed by mutual agreement between the Staff Member(s) and the Supervisor(s), or by the Supervisor in the absence of such agreement if the action taken is necessary to implement a reasonable Departmental objective. It is specifically understood, in view of the existence of these practices, that nothing shall require that such practices be the same in each Department.

## ARTICLE IX

### EMPLOYEE PARTICIPATION

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

the regular work day. Staff Members serving on the Committee will be paid by the University for any of their work time spent at meetings of such Committee, or carrying out functions authorized by the Committee, during their normally scheduled work hours.

## **ARTICLE X**

### **SALARIES**

1. The term “salary” shall mean the wage compensation paid for an assumed 1,950 straight-time hours worked per year in a clerical or technical position. Salaries paid for work performed in less than or more than thirty-seven-and-one-half (37 -1/2) hour per week positions (as well as the corresponding minimums and maximums and all steps for the salary grades) shall be pro-rated to 1,950 hours. References to annual salaries are made for ease of description of adjustments only, and do not imply a fixed term of employment or right to compensation irrespective of time actually worked.

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

“Individual hourly rate” shall mean wage rates actually being received by individual Staff Members, exclusive of overtime, shift, transfer, or other differentials and/or premiums. “Classification salaries” shall mean wage rates listed in the rate schedules appended to this Agreement. Such schedules include for each salary grade a minimum hourly rate with equal steps each of which shall be greater than the previous step by an amount equal to 3.5% of the minimum hourly rate for the grade. (Appendix I)

2. Continuing Staff Members' Increases

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

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

<i>Date</i>	<i>Percentage</i>
September 21, 2003	4%
September 21, 2003	5%
January 25, 2004	4%
January 23, 2005	4%
January 22, 2006	5%
January 21, 2007	5%
January 20, 2008	5%
January 18, 2009	5%

(b) Any continuing Staff Member whose rate of pay as adjusted by paragraph (a) of this section is not greater than the step equal to the Staff Member's completed years of service as of the effective date of the increase will also receive a step increase equal to 3.271% of the minimum of their salary grade, except that if the step increase would result in the Staff Member's salary exceeding the maximum classification salary for their labor grade, the Staff Member will only receive a raise sufficient to raise their salary to the maximum classification salary.

(c) Half the value of the January 2006 – January 2009 increases will be paid in January with the full increase being paid effective 26 weeks later.

3. New Hires

(a) The University and the Union agree on the principle that the Classification Minimums specified for salary grades are in general sufficient to fill positions within each grade. The parties

also agree that arbitrary payment to new Employees in excess of the Classification Minimums may create inequities which should be avoided. The University, therefore, will adhere to a hiring policy which:

- (i) endeavors to hire Staff Members at the Classification Minimum Level; and
  - (ii) avoids abrogating the salary schedule by systematically hiring on an unjustifiably widespread basis, above Classification Minimums.
- (b) New Hires will be hired at the minimum hourly rate for their title and grade as defined in Appendix I of this Agreement, except as provided below.
- (i) Where a hiree has external experience comparable to that required for the position for which he or she is being hired, the University may hire that person at a salary up to one (1) step above the minimum classification salary for that job title for every two (2) full years of comparable experience not to exceed a maximum of three (3) steps.
  - (ii) Also, where a hiree has external experience at a non-comparable level in a position relevant to that for which he or she is being hired, the University may, with the Union's agreement, hire that person at a salary up to one (1) step above the minimum classification salary for that job title for every two (2) full years of experience in a relevant position, not to exceed a maximum of three (3) steps. The Union will not unreasonably withhold agreement to such requests.
  - (iii) In addition to (i) and (ii) above, in each year of the Contract, the University may fill 10% of the vacancies in that year at any salary between the minimum and maximum classification salary for that job title for any reason except that no more than 5% of all hires under section (iii) may be made at a salary level above Step 3.

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

Clinical Assistant II (*Ultrasonographer Only*);  
Clinical Technologists I and II;  
Communications Assistants I and II;  
Computer Operator;  
Conservation Assistant II;  
Control Room Specialists;  
Health and Safety Technicians I and II;  
Hematology Technician;  
Licensed Practical Nurses;  
Museum Technician II;  
Pharmacy Technician;  
Photographer II (*Digital in Art Gallery Only*);  
Piano Technician  
Police Dispatchers I, II, and III;  
Research and Development Technicians I, II and III;  
Shift Coordinator (*Data Control Only*);  
Telecommunications Technicians I and II;  
Other titles by mutual agreement.

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

(v) The University will notify the Union of all hires above the minimum in writing, including the reasons for hiring above minimum and which of the exclusions apply.

(c) Payment of Increases: Effective on the salary adjustment dates indicated in Section 2, paragraph (a) of this Article, Staff

Members hired on or after January 20, 2002 will receive an Across the Board Adjustment to maintain their position in grade.

- (d) Effective on the salary adjustment dates indicated in Section 2, paragraph (a) of this Article, Staff Members hired on or after January 20, 2002 with at least six (6) months of service and whose rate of pay is not greater than their appropriate step will also receive an increase equal to 3.271% of the minimum of their salary grade to place them on their appropriate step.

4. COLA

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

5. Salary Payable on Permanent Transfer

- (a) If a Staff Member is promoted during the term of this Agreement, his/her hourly rate will be set at one step lower than his/her step (or position in grade) prior to the promotion for each higher salary grade he/she moves into or at the minimum of the new grade, whichever is higher. Future hourly rates for continuing Staff Members will likewise be adjusted one step lower for each salary grade he/she has moved up.
- (b) If a Staff Member hired during the term of the Agreement is permanently transferred, promoted, or upgraded by the University to a position in a higher salary grade, the Staff Member's salary will be increased to the next lower step for each promoted labor grade or to the minimum of the new salary

grade, whichever is higher. Thereafter the Staff Member's hourly rate will increase according to sections 3(c) and 3(d) of this Article.

- (c) The hourly rate of a Staff Member who is regressed in salary grade by reason of layoff, notice of layoff, job-related injuries, or other reason which is not for inability to perform the work in his or her present job shall be held at the Staff Member's current hourly rate and receive the increases outlined in Section 2 above.
- (d) The salary of a Staff Member who is voluntarily regressed in salary grade shall be decreased by an amount equal to 50% of the difference between the minimum salaries of the applicable salary grades. He or she shall receive his or her increases as applicable, pursuant to section 2 as applicable.

#### 6. Salary Payable Upon Temporary Transfer

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

- (i) in the case of such substitution for a Staff Member, the Staff Member will receive a supplement equal to six percent (6%) per grade for the difference in number of grades between the Staff Member's position and that in which he or she is substituting; or
- (ii) in the case of such substitution for a Managerial and Professional employee, a supplement in an amount mutually agreed upon by the Supervisor and Staff Member, but in no case shall the supplement be less than six percent (6%) of the Staff Member's hourly rate.

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

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

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

## 7. Certification

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

### *Generic Titles*

Account Assistant I, II, III, IV

Hematology Technician

Animal Technician II, III, IV

L.P.N.

Athletic Attendant II

Medical Assistant

Autopsy Technician I and II  
Medical Records Technician  
Clinical Assistant I and II  
Medical Transcriptionist  
Clinical Technician  
Police Dispatcher I, II and III  
Clinical Technologist I and II  
Telecommunications Technician I, II,III  
Communications Assistant I and II  
Computer Support Technician I and II

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

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

## **ARTICLE XI**

### **JOB DESCRIPTIONS AND CLASSIFICATIONS**

1. The purpose of this Article is to describe the process by which new or modified job titles may be evaluated for proper placement in the agreed upon job classification system and to describe the procedure for job audits of individual positions. Nothing in this Article is intended to modify the University's rights, in all cases, to define conclusively what work will be done in any job title, including the duties to be performed, the quality and quantity of the work, and the qualifications of those assigned the work.
2. Job Descriptions
  - (a) The Department of Human Resources has prepared generic job descriptions the purpose of which is to characterize the level of work being performed by incumbents in the job title. The description has three (3) parts: first, a section of identifying

information; second, a listing of representative duties for the title; and third, a job content section which reflects the compensable factors associated with a job. An abbreviated version of these factors may be used by mutual agreement.

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

### 3. Job Audits

- (a) A job audit is an analysis of the actual content and duties of a Staff Member's position to determine whether those duties and that content are such that the Staff Member is properly classified in the Staff Member's existing job title or should be classified in a different job title.

- (b) A Staff Member may file a request for a job audit by filling out a questionnaire agreed upon by the parties. A supervisor may initiate a job audit by writing the Department of Human Resources explaining how the position has changed and why a position should be upgraded. The Department of Human Resources may initiate an audit of a title based on the Staff Member's previous job description questionnaire provided the Department gives notice to the affected Staff Member so that he or she has the opportunity to update the questionnaire.
- (c) The Staff Member may furnish additional information in the support of his or her job audit at any time during the audit process.
- (d) Prior to making a classification decision on the job audit request, the Department may verify the accuracy of the Staff Member's questionnaire. The Department of Human Resources may, at its option, interview the Staff Member and/or the supervisor. A written summary of relevant information gathered in the verification process will be included as part of the audit file.
- (e) The audit decision will be guided by comparison of the work being performed by the Staff Member to generic descriptions. Comparison will be made to generic descriptions (i) of all compensable factor levels and comparison will also be made (ii) of the duties performed in the position with the representative duties listed in the generic descriptions to the extent that the duties are reasonably comparable given the nature of the jobs in question and the fact that the lists of duties in generic descriptions are representative rather than all inclusive. In comparing duties, the Department will consider duties which distinguish the position from other positions in the same family and other families provided that such duties are relevant to the position and occupy a reasonable amount of the Staff Member's time or effort. Information for these comparisons may come from any source in the audit file (see paragraph g).

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

change(s) which gave rise to the upgrading, but in no case more than ninety (90) days before the Staff Member filed the audit request.

- (k) If a Staff Member is dissatisfied with an audit decision he or she may file a written appeal to the Compensation Section of the Department of Human Resources within twenty-one (21) days of his or her receipt of the decision. The appeal will have the following steps:

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

Arbitration: In the arbitration hearing the University will present why it made its classification decision. The Union will present what it considers to be the appropriate classification decision. The arbitrator will choose what he or she considers to be the more correct of these classifications under the terms of the Agreement. The Arbitrator's decision will be final and binding on the parties. In arriving at a decision the Arbitrator will use the standards of Section 3, paragraph e, above. Arbitrations pursuant to this article shall be decided by an Arbitrator from a panel chosen by the parties to hear job description and classification arbitrations. Each party shall bear the expenses of its representatives and witnesses.

5. New Titles

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

6. Other Job Descriptions

- (a) Specific position descriptions, job postings, and other descriptions used by the University for bargaining unit positions must be consistent with the generic job description for the job title. These other descriptions may abbreviate, lengthen, or paraphrase the generic description, and they may enumerate particular duties not included among the representative duties in the generic job description so long as they are appropriate to the grade level and job family of the position, but these additions, abbreviations, or paraphrases must be consistent with the generic description for the title. Any listing of qualifications in these other descriptions must state the work experience requirement first, ahead of any education or training equivalents.
- (b) A violation of this section may be grieved through the procedure outlined in Section 3, paragraph k, above or as part of a Promotion and Transfer grievance at the option of the Union.

If grievances are filed under both sections, the Union may only pursue one of the grievances to arbitration.

7. Positions shall not be removed from the bargaining unit covered by this Agreement to another University employee category unless there is a mutual agreement that such positions are not appropriately in this bargaining unit, or unless there has been a material change in the duties or responsibilities of the position which would warrant such removal. In that event, a Staff Member in such position shall have the option to continue in the position or to be treated as a laid-off Employee for purposes of this Agreement. A grievance filed regarding this provision shall be filed at Step 3. Proceedings shall be expedited such that the final award is received within eighty (80) days after the Step 3 filings, absent mutually agreed upon extensions or extensions made necessary by circumstances beyond the parties' control.

8. Labor Grade A

An accelerated individual review of Labor Grade A incumbents in cooperation with the Union will be completed by April 1, 2004. These reviews may be done as desk audits without formal applications, interviews or site visits. Where a written survey is necessary, a custom-designed, shorter questionnaire may be used by joint agreement.

9. Labor Grade E

- (a) The parties will create Labor Grade E (at 12% above D rates) for "peak" jobs, including high skill, unusual-skill, or lead responsibilities (including responsibilities for work, project, or process coordination, training, work distribution, administrative leadership of unit or function, or experiment or work process step design, or intensive interpersonal skills).
- (b) A jointly-selected outside consultant ("the consultant") will be retained at University expense to review the present composition of Labor Grade D and set break points for the division between Labor Grade D and Labor Grade E, do final review and revision

of new Labor Grade E job descriptions to be prepared by the parties and, after review with the parties, initially determine the placement in Labor Grade D or E of all Employees in Labor Grade D at the time of the survey process. No less than 7% or more than 10% of positions in the bargaining unit will be initially placed in Labor Grade E including successful appeals in the initial placement process. These results shall be distributed to all Employees in Labor Grade D. No Staff Member will be downgraded as a result of the initial placement process.

- (c) An Employee who disagrees with the placement of his or her position may file an appeal within twenty-one days of distribution of the initial placement results. An appeals panel of two Union representatives and two University representatives (or by agreement one representative from each party) and a representative of the consultant will decide each appeal. There may be multiple appeals panels. The decision of an appeals panel will be final and binding. There will be no grievances or arbitrations on initial placement decisions. Upgradings resulting from the initial placement process will take effect immediately prior to the January 2005 raises, and the panels shall resolve all appeals prior to this date. The salary increase resulting from the initial placement process shall be paid in two parts. Effective as part of the January 2005 raises, each upgraded Employee shall be placed halfway between the salary the upgraded Employee would earn as of that date absent the upgrading, and the full upgraded rate. Effective as part of the January 2006 raises, each upgraded Employee shall be placed at full upgraded rate described in the previous sentence plus one step.
- (d) Any Employee in Labor Grade D who refuses to participate in the initial placement process shall not be upgraded as part of that process.
- (e) The consultant will also prepare job description questionnaires for use in processing future audits and updating the Labor Grade E job descriptions. Multiple questionnaires tailored to major job types may be prepared. After the initial placement process is complete, audits of Employees in Labor Grade D

will be processed according to contract procedures (Article XI, Section 3), except that audits may only be initiated where duties performed by the Staff Member have changed subsequent to the initial placement process.

10. Updating and maintaining the system; general audit procedure
  - (a) An audit may result in classification in a new title when there is no existing title in the appropriate labor grade and job family.
  - (b) In lieu of or in addition to the standard job description questionnaire, custom-designed, shorter questionnaires may be used for particular job titles, classifications, or types of work by joint agreement.
  - (c) The parties will attempt to maintain the currency of the system on an ongoing basis. A broad group, including classification and compensation representatives, the union representatives described in the previous paragraph and representative M & Ps 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.
  - (d) Upon completion of the initial Labor Grade E placement process, the parties may jointly agree to a similar process for the other labor grades.

## **ARTICLE XII**

### **OVERTIME**

1. (a) Except as provided in paragraphs (b), (c), and (d) of this Article, time-and-one-half a Staff Member's regular rate of pay shall be paid for hours worked in excess of thirty-seven-and one-half (37.5) hours in a workweek.
- (b) For Staff Members occupying those positions where the normal workweek is forty (40) hours in one week and thirty-five (35)

- hours in the following week, or vice versa, time-and-one-half shall be paid for hours worked in excess of seventy-five (75) during the two (2) consecutive weeks comprising such schedule for the Staff Member, except that if such a Staff Member works more than forty (40) hours in any workweek, the Staff Member shall be paid time-and-one-half for the hours worked in excess of forty (40) in that workweek.
- (c) A Staff Member occupying a position where the normal workweek presently is forty (40) hours shall be paid time-and-one-half for hours worked in excess of forty (40) hours in a workweek.
  - (d) For Staff Members employed in the Yale University Press, except in positions covered by (c) above, time-and-one-half shall be paid for hours worked in excess of thirty-five (35) hours in a workweek.
  - (e) If the Staff Members and the Staff Member's Supervisor agree on the scheduling of compensatory time: (i) A Staff Member entitled to be paid overtime for hours worked in excess of thirty-seven-and-one-half (37.5) in a workweek in accordance with (a) or (b) above may take compensatory time, on a time-and-one-half basis, for up to two and one-half (2.5) of such overtime hours worked; (ii) A Staff Member entitled to be paid overtime for hours worked in excess of thirty-five (35) in a workweek in accordance with (d) above may take compensatory time, on a time-and-one-half basis, for up to five (5) of such overtime hours worked. The Supervisor's agreement to scheduling of compensatory time shall not be unreasonably denied, bearing in mind the operational needs of the department.
  - (f) Pay for worked overtime shall be included in the paycheck for no later than the payroll period immediately following the payroll period in which the overtime was performed.
  - (g) The workweek for purposes of this Agreement is the seven (7) day period starting at 12:01 a.m. on Sunday.

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

## **ARTICLE XIII**

### **SHIFT DIFFERENTIALS**

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

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

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

## ARTICLE XIV

### PAYROLL SYSTEM

1. The University's payroll system may require Staff Members to record for each day the Staff Member's hours worked and the appropriate benefit to which the Staff Member considers non-worked paid time should be charged, but such a system will not include time clocks or a system of signing in or signing out except where such conditions presently exist, or any greater "hold-back" of salary than exists at present.
2. Unless and until paragraph 5 is implemented, all Staff Members shall be paid every two (2) weeks, except that Staff Members in positions currently paid weekly shall continue to be paid weekly.
3. Staff Members' paychecks shall itemize the amounts which comprise the gross pay (e.g., regular salary, overtime, holiday pay, sick pay, personal day pay, recess day pay, vacation pay, shift differential, etc.) as well as all deductions.
4. For the purposes of paid time off as described in Articles XX, XXV, XXVI, and XXVIII, the University fiscal years shall be as follows:

<i>Year</i>	<i>From</i>	<i>To</i>
Fiscal 2003-2004	June 29, 2003	June 26, 2004
Fiscal 2004-2005	June 27, 2004	June 25, 2005

Fiscal 2005-2006	June 26, 2005	June 24, 2006
Fiscal 2006-2007	June 25, 2006	June 23, 2007
Fiscal 2007-2008	June 24, 2007	July 5, 2008
Fiscal 2008-2009	July 6, 2008	July 4, 2009
Fiscal 2009-2010	July 5, 2009	July 3, 2010

5. In the event the University determines that it is technically feasible to consolidate the biweekly payroll with the weekly payroll, it shall transfer all Staff Members from the biweekly payroll to the weekly payroll.

The two-week rolling advance will be recovered as follows:

- (a) The first week's earnings after the period of time covered by biweekly payrolls will be recovered.
- (b) The balance of the rolling advance will be recovered by one of the following methods determined by the Staff Member:
  - i. Equivalent exchange of the value of vacation, bonus vacation or personal time;
  - ii. Reduction of pay divided in equal increments for up to fifteen (15) weekly pay periods;
  - iii. A combination of the above.
- (c) In anticipation of the change in payrolls, Staff Members may carry up to five (5) additional vacation or bonus vacation days more than the maximums in Article 26 until the payroll changeover has occurred.
- (d) If A Staff Member has an inadequate number of vacation, bonus vacation or personal days available, he/she may allot the next five or fewer accruals for this purpose.

## ARTICLE XV

### DEFINITION OF SENIORITY

1. Seniority is a Staff Member's length of Service with the University, including both service since the Staff Member's most recent date of hire and periods of prior employment by the University as specified in paragraph 2 below. Seniority and the employment relationship shall terminate if the Staff Member:
  - (i) Quits;
  - (ii) Is discharged (for just cause in the case of a non-probationary Staff Member);
  - (iii) Retires;
  - (iv) Is laid off for eighteen (18) months;
  - (v) Fails to return, or make reasonable arrangements to return, from layoff within fourteen (14) days after the University has sent a notice of recall to the Staff Member's last address in the University's records; or
  - (vi) Fails to return to work, or make suitable other arrangements with the University, at the end of an approved leave of absence.
2. For purposes of seniority and continuous service as those terms are used in this Agreement; for eligibility for layoff benefits, dental dependent coverage, and extra vacation days as provided by this Agreement; and for salary purposes under this Agreement, Staff Members shall be credited with the total of:
  - (i) All time worked in a permanent clerical and technical position since the most recent date of hire at Yale,

(ii) All time worked in a permanent clerical and technical position at Yale before, and including, any period of layoff of eighteen (18) months or less,

(iii) All time worked in a permanent clerical and technical position at Yale before, and including, any break for any reason other than discharge for cause of three (3) months or less,

(iv) One-half (1/2) of all time worked in a permanent clerical and technical position at Yale prior to any break other than those described in (ii) or (iii) above.

(v) All time worked prior to a break in seniority as a result of leaving the University for child-rearing, if the Staff Member returns to the University in accordance with Article XXXV, paragraph 4 of this Agreement.

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

## **ARTICLE XVI**

### **PROMOTIONS AND TRANSFERS**

1. All job openings (other than temporary openings) in positions covered by this Agreement shall be posted for fourteen (14) days in locations to be agreed upon by the parties. Such postings shall include the job title, salary grade, department, building, normal work schedule, and a brief description of the job's general duties and responsibilities. If a posted position is not filled within four months of the posting date, the posting shall be canceled and any internal applicants so notified.

2. Staff Members interested in a posted job opening must submit to the University's Department of Human Resources a written application for such opening within the fourteen (14) day posting period.
3. Any Staff Member who submits a resume with a job application shall have that resume included with any application sent to the hiring department.
4. If a Staff Member who applied for the opening is not granted an interview by the hiring department, the University will advise the Staff Member in writing of the reason an interview was not granted within 21 days of the successful candidate's acceptance of the position. Copies of these letters will be sent to the Union. Upon request, a Staff Member will receive this notification by e-mail.
5. The University will advise in writing a Staff Member granted an interview by the hiring department but who is not selected to fill the opening of the reason the Staff Member was not selected within 21 days of the successful candidate's acceptance of the position. Copies of these letters will be sent to the Union. Upon request, a Staff Member will receive this notification by e-mail.
6. The parties agree on the principle that, subject to the provisions of this Section, priority for all posted clerical and technical job openings shall be given to Staff Member applicants.
7. If more than one qualified Staff Member applies for such an opening, and the University determines that it will award the opening to an internal candidate, the most qualified candidate shall be awarded the opening; if there are no significant differences in skills, qualifications, and experience, the University will award the opening to the Staff Member with the longer service at the University.
8. The University may award the opening to an external candidate, if it can demonstrate, in the event a Staff Member or the Union grieves the University's decision, that the external candidate is the

most qualified candidate for the opening. In determining that the external candidate is the most qualified candidate, the University will rely on significant differences in skills, qualifications, and experience.

9. Decisions pursuant to paragraphs 7 and 8 above shall be made based upon the work previously performed in that position, subject to the following sentences. If the opening to be filled is a new position, or if the work to be done is to be materially changed as compared to the work previously performed in that position, then the decision shall be based upon a generic job description that has been prepared by the University. A grievance regarding the decision to fill the opening may be based in whole or in part upon such a job description.
10. An internal candidate's salary shall not be a basis for a decision to deny an opening to that candidate.
11. Personal characteristics or qualities may be a basis for the award or denial of an opening only where such characteristics or qualities are related to the performance of the job.
12. Grievances about the award of any opening shall be handled in the following manner:
  - (a) Prior to a third step hearing, there must be an opportunity for the supervisor to provide relevant information used in the selection process to the Union, as well as to hear the Union's initial argument on the merits of the grievance. This can be best accomplished through an initial informal meeting between the supervisor, the grievant, and his or her Union representative.
  - (b) A request for such a meeting shall be filed within ten (10) days after the grievant has received a letter stating the reason the Staff Member was not selected.
  - (c) The supervisor will attempt to schedule such a meeting within ten (10) days of the request for such a meeting, or at a mutually-

agreeable date thereafter if necessary. The Union will not withhold agreement without good cause.

- (d) If the Union wishes to appeal to the third step, it shall do so within seven (7) days of the meeting with the supervisor or within seven (7) days after the expiration of the ten (10) day period (referred to in c), if a mutually-agreeable meeting date has not been set. Once the Union has filed the third step appeal, the time limits under Article XXXVI will apply.
  - (e) Third step hearings shall be conducted in accordance with Article XXXVI. Because the burden of proving the differences falls on the University, the hiring supervisor will present his or her case first.
  - (f) Upon hearing relevant facts and testimony, the University representative will render a written decision pursuant to current third step time frames.
- 13. The University shall provide the Union, at least every six (6) months, with data showing each position within the bargaining unit filled; the number of internal candidates; the successful candidate, and whether that person was an internal or external candidate; and data summarizing all such awards.
  - 14. All managerial and professional job openings that are posted shall be posted in the locations agreed upon pursuant to paragraph 1 of this Article, but shall not be subject to the other provisions of this Article or this Agreement.
  - 15. It is understood that this Article does not apply to the situation in which a Staff Member is upgraded to a higher classification as a result of an increase in the Staff Member's duties and responsibilities.
  - 16. The University will consider requests from departments to sponsor Staff Members for an H-1B classification in the same manner as it considers requests from departments to sponsor managerial and professional employees below grade 25.

## ARTICLE XVII

### JOB SECURITY

1. (a) The University and the Union agree on the principle that it is not preferable or desirable for any Staff Member to be laid off, or to have his or her regularly scheduled hours of work reduced, or to have his or her months of employment per year reduced, or to have his or her salary grade reduced. To those ends, the University and the Union agree to the provisions below.
  
- (b) No Staff Member who has completed the probationary period shall suffer any of the consequences listed in paragraph 1 above unless the University has no reasonable alternative (including but not limited to instances where a grant is terminated or removed from Yale, or the service performed by the Staff Member is to be discontinued, or a work unit eliminated); or unless such consequences are carried out for reasons which meet the following requirements:
  - (i) Such consequences are the result of an actual material change in the conditions affecting the work unit, or in the operation of the work unit involved.
  
  - (ii) They are reasonably required for the promotion or preservation of a primary mission or goal of the work unit or the University.
  
  - (iii) There is an actual reduction in or change in the nature of the work to be performed in the work unit.

In a case where such consequences involve a position(s) funded wholly or partly by grant or contract funds, reasonable efforts will be made, consistent with the purposes of the funds involved, to find alternate funds administered by the same Principal Investigator(s) or Supervisor(s) in order to avoid such consequences. In a grievance procedure, the Principal

Investigator(s) or Supervisor(s) may disclose such data respecting the funds under his or her administration which he or she may deem sufficient to demonstrate that such a reasonable effort has been made. Discussion and resolution of any grievance filed over this matter shall be based on data disclosed by the Principal Investigator(s) or Supervisor(s) who has the burden of demonstrating compliance with the obligations of this paragraph, and data the Union presents, but the Union in gathering such data shall not be entitled to require disclosure of records of the University other than data presented by the Principal Investigator(s) or Supervisor(s).

If the University proposes such consequences for a Staff Member, it shall discuss the situation, by no later than the beginning of the required period of prior notice for layoff provided by this Agreement, with the Staff Member and the Union, and the University shall have the burden of demonstrating that the requirement(s) of this paragraph exist.

- (c) Paragraph (b) above shall not be construed to authorize any of the consequences to a Staff Member listed in paragraph 1(a) above by arbitrarily assigning the work to non-bargaining unit employees of the University or to other employers, even if all the requirements of paragraph 1(b) are otherwise met.
- (d) All of the foregoing provisions (a, b, and c) shall be subject to the grievance and arbitration procedure of this Agreement. However, in reviewing whether the requirements of paragraph 1(b) above have been met, the arbitrator may not substitute his or her judgement for what constitutes a primary mission or goal for that of the Faculty Member, Manager, or Supervisor but will determine whether the University has articulated legitimate missions or goals that are not merely pretexts for inflicting upon Staff Member(s) the consequences of paragraph 1(a) above. A grievance filed regarding these provisions shall be filed at Step 3. Proceedings shall be expedited such that the final award is received within eighty (80) days after the Step 3 filings, absent mutually agreed extensions or extensions made necessary by circumstances beyond the parties' control.

2. If a Staff Member is laid off, the University will guarantee the following:
  - (a) Non-probationary Staff Members shall be given notice of layoff in writing at least ninety (90) days prior to the effective date of the layoff. If such a Staff Member's layoff commences less than ninety (90) days after written notice of layoff is given, the Staff Member's salary will be continued for any straight-time workdays lost, holidays, and recess days, and all fringe benefits will be continued, for the period of up to ninety (90) days after written notice is given.
  - (b) Beginning with the notice of layoff, and so long as the laid-off Staff Member retains seniority:
    - (i) The laid-off Staff Member automatically will be considered (along with other applicants) in accord with Article XVI of this Agreement for any permanent opening in positions covered by this Agreement which are available at the time the notice of layoff is given or which become available thereafter so long as the laid-off Staff Member meets the minimum qualifications posted for the position.
    - (ii) Such laid-off Staff Member will be offered an interview with regard to each of such openings; and
    - (iii) With regard to each such opening, the provisions of Article XVI, paragraphs 7 and 8, shall be applied, but if there are not significant differences in skills, qualifications, and experience between the laid-off Staff Member and the other candidate(s) for the position, the laid off Staff Member will be awarded the position. All other provisions of Article XVI shall also govern here.
    - (iv) Hiring supervisors may elect to relax posted requirements for a particular opening in order to hire a laid off Staff Member.
  - (c) If a laid-off Staff Member has not obtained a permanent opening satisfactory to the Staff Member by the end of the notice period

stated above, the laid-off Staff Members may elect to have the Staff Member's salary and all benefits continued after such notice period for the number of weeks equal to the Staff Member's completed years of continuous service at the University, as of the effective date of the layoff, except that this salary continuation shall not be provided a Staff Member with three (3) years of service or less at the effective date of the layoff. Such election is in lieu of either placement in the Interim Employment Pool or a training grant as provided in Section 4 of this Article. The University shall advise eligible Staff Members of their option to elect one of these three alternatives. This continued salary is in addition to any terminal vacation pay to which the Staff Member may be entitled.

- (d) If a laid-off Staff Member has not obtained a permanent opening satisfactory to the Staff Member by the end of the period of continued salary provided by (c) above, the Staff Member's medical insurance coverage shall be continued for the number of months equal to the Staff Member's completed years of continuous service at the University as of the effective date of the layoff, up to a maximum of six (6) months (which six-month period shall include any period for which salary is continued pursuant to (c) above).
- (e) During the periods of continued salary and/or benefits provided by (c) and (d) above, if the Staff Member is offered a permanent opening at a salary equal to or greater than the Staff Member's salary at the time of the layoff, and refuses such an offer, the University shall not be required to further continue salary or benefits as provided by (c) and (d) above.
- (f) Any Staff Member who is laid off within eight (8) years of normal retirement date (as that date is defined in the Yale Staff Retirement Plan) and subsequently returns, prior to the termination of the Staff Member's seniority, to a position covered by the Yale Staff Retirement Plan, shall receive credit for the period of such layoff for purposes of continuous service in the Yale Staff Retirement Plan.

3. The University and the Union recognize the need to work together to continue to improve the quality and efficiency of the University training and placement services so as to promote rapid placement within the University of Staff Members who have received appropriate notice of layoff and to explore Staff Member promotion and transfer opportunities. This commitment by both parties is not meant to be adversarial in nature, but rather a mutual cooperative effort designed to obtain positive results.

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

- (a) The Team will supplement job counseling and placement services on campus to Staff Members subject to layoff so as to minimize the need to lay off qualified Staff Members.
- (b) The Team will begin work with the affected Staff Member, upon receipt of the layoff notice, to find a permanent position.
- (c) The University agrees to release without loss of pay or benefits the equivalent of two full time bargaining unit Staff Members to do bona fide Team work. The University reserves the right to monitor and verify the activities of the Union representatives to ensure compliance with the spirit and the letter of the agreement. When such bargaining unit Staff Members work less than 37.5 hours per week on Job Search Team activities due to the performance of union business, the Union will notify the University and the salary for those hours shall be reimbursed to the University by the Union. Records of time spent due to the performance of union business will be maintained by the Union.
- (d) The Team will have reasonable access to University supervisors in units which have relevant vacancies and the Team will have timely and complete access to relevant requisitions, postings, candidate referral sheets, candidate summary sheets, offer and rejection letters in connection with openings for which Staff

Members who have received notice of layoff have applied. The Team shall also have timely and complete access to all available relevant records relating to casual employment, including data indicating duration of casual positions in each department.

- (e) The Team may communicate with members of the faculty and other supervisors to determine prospective and anticipated placement needs, appropriate training to meet those needs, and to discuss placement of layoff candidates who meet the posted qualifications.
- (f) All members of the Team shall be notified of hiring decisions regarding positions for which laid off candidates have been considered.
- (g) The University and the Union agree that it is desirable to enhance promotion and transfer opportunities within the criteria stated in the labor agreement. To that extent, the Team and its members, when practical to do so without detracting from its primary responsibility of promoting placement of Staff Members subject to layoff, may work constructively towards that goal.
- (h) The Team may recommend and authorize appropriate incremental training which would benefit particular Staff Members subject to layoff by improving their skills for a present or future opening in the bargaining unit. Such training shall be in-house University training at University expense, or, by unanimous Team recommendation, outside facilities (tuition only). In addition, post-placement training of this type could be authorized, by unanimous Team recommendation, if it would facilitate successful placement. In cases of layoff of Staff Members who have specialized or unique skills not applicable to a reasonable number of positions within the University, the Job Search Team shall continue its practice of offering extended IEP time or training where the Team considers it reasonably calculated to enhance a Staff Member's placement prospects.

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

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

- (b) Staff Members must actively seek permanent positions to remain in the IEP. This is defined as applying for at least 50% of the bargaining unit postings in any three month period in titles in his or her occupational family at the same or next lower salary grade level for which the Staff Member meets the posted qualifications.
- (c) Staff Members who have specialized or unique skills not applicable to a reasonable number of positions within the University, including Staff Members in the agreed on list of titles will not count toward the “trigger number” described in section 4(g).
- (d) A Staff Member laid off from a part-time position who refuses an offer of permanent employment in a full-time position, does not count toward the trigger number but would retain any other rights not forfeited under other provisions.

- (e) The Team will work to place every Staff Member in the IEP in a permanent position. It will be the goal of the Team that no Staff Member spend more than three months in the IEP. Staff Members in the IEP must continue to actively look for work (as defined in subparagraph (b)). Any job bid grievances of Staff Members in the IEP will have arbitration scheduling priority over other grievances, except terminations. When it is consistent with affirmative action requirements, departments which want to offer a Staff Member in the IEP a permanent position may do so without posting the position in question.
- (f) Every Staff Member in the IEP shall be available for casual work. The Department of Human Resources shall use its best effort to provide work assignments for every Staff Member in the IEP. In order to increase the likelihood of having every member of the IEP working, the University will require departments to receive prior authorization from Human Resources before hiring an outside casual employee for a period of longer than one week. Any IEP participant who refuses IEP employment for which he or she is competent to perform forfeits his or her rights to continued participation in the IEP, and continued salary and benefits under this Section 4. IEP assignments shall normally be within the Staff Member's occupational job family. However, a Staff Member assigned outside of his or her job family will be offered and may accept reassignment to a job within his or her job family if such work becomes available. These reassignments will be made on the basis of University Seniority.
- (g) If, at any time, more than thirty (30) Staff Members (the "trigger number") are in the IEP, the University must offer Staff Members who have completed more than 75% of their allotted IEP time either (i) a training grant equal to 4(j), or (ii) an extension of the IEP period equal to one-half the original IEP period. Staff Members offered either option will no longer count towards the "trigger number".
- (h) The University and the Union recognize the possibility of unplaceable Staff Members and shall exclude them from counting toward the trigger described in 4(g).

- (i) A Staff Member who refuses an offer of a permanent position in the same salary grade, or the next lower salary grade, after the effective date of the Staff Member's layoff will forfeit all further rights under this Article except for seniority and bidding rights as an internal candidate for eighteen months from the date of layoff. A Staff Member who rejects an offer of a permanent position for which he or she has an active application in the same salary grade or the next lower salary grade prior to the date of layoff will not be counted toward the trigger number and forfeits any right to continued employment or benefits in the IEP, or to the training grant. However, he or she would retain seniority and bidding rights as an internal candidate for eighteen months from the date of layoff.
  - (j) A Staff Member subject to layoff, who has not rejected an offer of a permanent position in the same salary grade or to a position to which he or she has applied in the next lower salary grade, at any time prior to the effective date of layoff may elect to accept a training grant for academic or practical training equivalent to one month's salary per year of service up to a maximum of six months salary. Such election is in lieu of either salary and benefits continuation (Section 2(c)) or IEP participation. Once such an election is made, it is considered irrevocable, and the Staff Member would be under no further obligation to accept offers for permanent positions, or to apply for available positions. Payment of the training money is subject to verification of enrollment and matriculation. Staff Members electing a training grant will not be counted toward the "trigger number" count of Staff Members in the IEP, nor are they permitted to later enter the IEP, but they retain their University seniority and bidding rights as internal candidates for eighteen (18) months from the date of layoff.
5. If a layoff occurs among Staff Members working in the same job title, in the same work unit, and working under the same Supervisor (except in those departments or work units where the Staff Members regularly work under different Supervisors from day to day or week to week), and on the same grant if a grant is

involved, the layoff shall be made in reverse order of seniority if there are not significant differences in skills, qualifications, and experience.

6. If a Staff Member's regular hours or regular months of employment are to be reduced (unless the reduction is requested by the Staff Member), the Staff Member will be provided the same notice of such reduction that would be applicable if the Staff Member were being laid off, and the Staff Member will be treated in accordance with the provisions of paragraphs 2(b), (i), (ii), and (iii) above.

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

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

7. For pension purposes, the service of such a Staff Member whose hours or months of employment are reduced shall be credited during any period of such reduction (for up to one (1) year) as though the Staff Member was working at the Staff Member's former level, and the Staff Member's salary for purposes of calculating pension benefits shall be treated as though he or she were working at the Staff Member's former level. If the Staff Member is offered a position at the number of hours or months equal to the Staff Member's hours or months before the reduction, and at a salary equal to or greater than the Staff Member's salary before the reduction, and refuses such an offer, then the University shall not be required to continue pension credit under the terms of this paragraph.

8. When a Staff Member takes a position which the University has reason to believe has a fixed duration, the University shall advise the Staff Member in writing of that fact, and of the expected duration of the position, and shall subsequently advise the Staff Member in writing of any changes in that expected duration about which the University learns. Such information shall also be included in job postings. It is understood that this notice of fixed duration is not the notice of layoff required by paragraph 2 above.
9. The University agrees not to move a Staff Member involuntarily (i) to another job title, or (ii) to another position in the same job title if the new position is in another organizational unit, or if the skills and responsibilities of the new position are significantly different from those required for the former position.
10. A laid-off Staff Member who returns to a position in the bargaining unit shall be given any salary increase which may have occurred during the period of layoff.
11. (a) Notwithstanding other provisions of this Article, in the event of a single event layoff affecting 25 or more Staff Members in the same department, exclusive of grant-funded Staff Members, the University will give notice of layoff in writing at least 180 days prior to the effective date of layoff.  
  
(b) IEP time will be 18 months for Staff Members facing a layoff described in paragraph (a). Such Employees who choose the IEP option will have the opportunity to receive training provided by the University in skills reasonably related to those possessed by the Staff Members or reasonably likely to assist the Employees in obtaining continuing bargaining unit employment, or, alternatively, the opportunity to attend training at an approved educational or training institution selected by the Staff Member, with tuition paid by the University in an amount not to exceed \$3,000 except if the Job Search Team agrees to a higher amount. Any affected Staff Member who chooses the IEP option and does not attain a position after 75% of IEP time has expired may select one-half of either the training grant option or the salary and

benefit continuation option. This Section (b) may also apply to a layoff described in Section 4(c) by mutual agreement.

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

12. Patient Financial Services (PFS)

- (a) “Front-end” patient activities including scheduling, registration and clinical patient encounters currently provided through PFS will continue to be substantially performed by School of Medicine Employees for the term of this agreement. However, no more than eight (8) positions may be transferred to the Yale New Haven Health Services Corporation during the term of this Agreement provided that no Staff Member suffers layoff as the result of the transfer.
- (b) In the event that non “front-end” PFS functions are to be discontinued, affected Staff Members will be offered 1.5 times the normal salary continuation per Section 2(c) or training grant per Section 4(j) on a non-precedential basis.
- (c) In the event that individual departments assume the responsibility for PFS Bargaining Unit Employees who perform non “front-end” functions and such functions are discontinued in concert with any significant discontinuance of PFS, the preceding provisions will apply to affected Staff Members.

13. Staff Members with more than fifteen (15) years of service who do not attain a position by expiration of IEP time shall receive a lump sum amount equal to one week for every two (2) years of service.

14. In any case where a Staff Member facing layoff is at least age fifty but less than fifty-five years old with fifteen (15) or more years of service a Staff Member who elects the IEP may continue in the IEP until age fifty-five.

## ARTICLE XVIII

### CASUAL AND TEMPORARY EMPLOYEES

1. Temporary employment is continuous, regularly scheduled, predictable employment of less than six (6) month's duration, and can be full-time or part-time.
2. Casual employment is discontinuous and irregularly scheduled employment and can be full-time or part-time.
3. Temporary and casual employees are not covered by this Agreement.
4. No casual or temporary employee shall be used in a position previously occupied by a Staff Member which has been vacated, unless (i) the position has been posted and the hiring of a permanent replacement is in process, or (ii) the University determines that the position need be covered only on a discontinuous and irregularly scheduled basis, or on a temporary basis as defined in paragraph 1 above. Every month the University will send the Union a list of all casual and temporary employees showing names, work units, and starting dates.
5. No temporary position shall continue for more than six (6) months, and no temporary employee shall be used in the same budgetary unit for more than six (6) months during any twelve (12) month period (except as a substitute for a Staff Member on leave of absence).
6. (a) No position (as limited by the following sentence) in any budgetary unit shall be filled by hiring a casual employee for more than twenty (20) weeks during any twelve (12) month period. It is understood that if two (2) or more Staff Members hold the same job title in a defined work area and/or perform the same or similar work, the work performed by such Staff Members shall be considered only one position for purposes of applying the preceding sentence.

- (b) No casual employee shall be used in the same defined work area for more than twenty (20) weeks during any twelve (12) month period.
  - (c) The “defined work areas” referred to above are those that have been identified by mutual agreement.
7. The use of casual Staff Members or temporary Staff Members may, however, exceed the limitations stated in paragraphs 5 and 6 by mutual agreement with the Union and such agreement shall not be unreasonably withheld.
  8. All other temporary or casual positions which now violate such guidelines, or which in the future reach the limitations of those guidelines, shall be posted as permanent positions, or the work shall be terminated.
  9. Except for student employment, the above definitions and limitations shall apply to all temporary and casual employment involving the kinds of work normally performed by Staff Members.
  10. If the Union has reason to believe that a particular casual or temporary assignment exceeds the limitations stated in paragraphs 5 or 6 above, it shall informally discuss such issue with the Department. If the Union thereafter believes that the Agreement has been violated, and the parties fail to resolve the matter, the Union may file a grievance within 28 days of the discussion directly to Step 3 of the grievance procedure. The grievance meeting is to be held within thirty (30) days of filing. Thereafter, the time limits specified in Article XXXVI apply, with the arbitration hearing being scheduled when practical within sixty (60) days of being appealed to arbitration. Arbitrations pursuant to this article shall be expedited and decided by an Arbitrator selected from a three member panel chosen by the parties to hear arbitrations specific to this Article. Each party shall bear the expenses of its representatives and witnesses.

11. Within the first year after ratification, at least forty (40) new bargaining unit positions will be established. These positions could be either floater-type positions or 6-9 month seasonal positions or fixed-duration positions.
12. Departments and the Union will be notified after a casual or temporary has worked twelve (12) weeks. Except for an individual covering a Staff Member on an approved Leave of Absence, after twenty (20) weeks for a casual or twenty-six (26) weeks for a temporary such casual or temporary will be automatically cut off from payroll whether the individual is paid by Yale or an outside agency. Upon request, there will be a joint meeting with a Department to discuss the use of casual or temporary employees.

## **ARTICLE XIX**

### **HEALTH INSURANCE**

1. A Staff Member may participate in the Yale Health Plan (YHP), which now includes the types of coverages previously provided by the Yale Health Plan Major Medical Plan. The University shall contribute one hundred percent (100%) of the premium for such plan for a Staff Member and the Staff Member's dependents (as presently defined in the plan).
2. Each Staff Member may subscribe to a qualified Health Maintenance Organization (HMO) offered by the University in lieu of the plan cited in paragraph 1 of this Article.
  - (a) The University will offer an HMO package equivalent to the M. D. Health Plan "Standard Plan" updated January 1, 1996 with a \$100/\$200 Unlimited Maximum Prescription Rider.

If a Staff Member elects such option, the Staff Member will contribute each month in advance for the following month's coverage in accordance with the following schedules and provisions:

Single coverage	\$55.07 per month
Two-person coverage	\$82.75 per month
Family coverage	\$98.82 per month

Employee contributions for the period beginning July 1, 2004 and continuing through the end of this agreement will increase or decrease in the same percentage as any increase or decrease in the full premium of the plan.

- (b) Effective July 1, 1997, the University will offer an HMO package equivalent to the M. D. Health Plan “Standard 250 Point of Service Plan” with 80/20 Coinsurance, \$250/\$750 annual deductible, and \$1,000/\$3,000 maximum out-of-pocket expense and a \$100/\$200 Unlimited Maximum Prescription Rider.

If a Staff Member elects such option, the Staff Member will contribute each month in advance for the following month’s coverage in accordance with the following schedules and provisions:

Single coverage	\$ 76.92 per month
Two-person coverage	\$132.06 per month
Family coverage	\$153.33 per month

Employee contributions for the period beginning July 1, 2004 and continuing through the end of this agreement will increase or decrease in the same percentage as any increase or decrease in the full premium of the plan.

- (c) If a Staff Member elects any other Health Maintenance Organization (HMO) offered by the University in lieu of the above plans, and the subscription charge required for the Staff Member’s participation in the HMO is greater than the amount required under paragraph 1, the University will pay each month in advance an amount equal to what it would have contributed under paragraph 1 above and the Staff Member will contribute an amount equal to the balance of the required premium.

In all cases where payment by a Staff Member is required for participation, the University will deduct such payment from the Staff Member's wages upon receipt of a written authorization for such purpose from the Staff Member.

Monthly payments for the plans described in paragraph 2 above will be scheduled on an appropriate weekly or bi-weekly basis, depending on the pay schedule of the Employee.

3. A Staff Member's and the Staff Member's dependents' coverage under the applicable medical plans shall cease at the end of the month following the month in which the Staff Member ceases to be a Staff Member, except as provided in Article XVII (Job Security) and except that a former Staff Member may convert the applicable group coverage to direct payment personal coverage where that option is available or continue to participate in the applicable plan for up to eighteen (18) months after termination by paying the full cost of coverage. The University shall continue to contribute its share of the premium of the applicable plans for a Staff Member who is laid off for the month in which the Staff Member is laid off and for the following month, except as otherwise provided in Article XVII (Job Security). A Staff Member granted a leave of absence may continue participation in the plans in accord with Article XXXV (Leaves of Absence).
4. The lifetime maximum benefit under the YHP for inpatient psychiatric treatment will be \$75,000 per person and for Employees enrolled in the University's group health insurance plans other than the YHP who have reached the lifetime maximum for inpatient psychiatric benefits under those plans, the University will reimburse additional qualifying expenses for inpatient psychiatric treatment up to \$25,000 per person. The YHP benefit for outpatient psychiatric treatment will be \$40 per visit to a maximum of \$1,200 per plan (fiscal) year, with an annual deductible of \$100. The lifetime maximum for such treatment will be increased to \$6,000. The per-visit reimbursement shall be increased to \$50 effective July 1, 2004 and to \$60 per visit-effective July 1, 2006. The YHP Pharmacy

deductible will be increased to \$150/450 effective July 1, 2004 and \$200/600 effective July 1, 2006.

5. (a) All benefits provided by this Article are subject to the provisions of the applicable insurance policy or plan.
  - (b) The University may change or renew the carriers used to provide any group insurance plan benefits or may self-insure any of such benefits; provided, however, the University will not diminish the benefits or unduly complicate the claims handling procedures except pursuant to agreement with the Union.
  - (c) The University will not diminish the benefits provided Staff Members by the Yale Health Plan except pursuant to agreement with the Union.
6. The University shall make available to Staff Members a Dental Care Plan providing dental benefits at least comparable to those described by the Blue Cross "Co-Pay Plan" in effect as of January 23, 1985, modified to provide for one-hundred percent (100%) reimbursement for "Dental Listed Benefits A through D", and eighty percent (80%) reimbursement for "Dental Listed Benefits E through I", and the equivalent of Blue Cross Rider A - Additional Basic Benefits. A summary of those listed benefits is attached to this Agreement as Appendix II. Any plan provided by the University (i) shall be one which utilizes dentists with guaranteed and published rates for specified services and (ii) shall include a number of dentists mutually agreeable to the University and the Union, the determination of such number of dentists not being subject to grievance or arbitration). Staff Members who wish to have eligible dependents covered by the plan may elect to do so by contributing the cost of such additional coverage, but Staff Members who have completed eighteen (18) months or more of continuous service at the time of election are required to pay only one-half (1/2) of the additional cost for such dependent coverage. If the premium required for the Staff Member's participation in the Dental Care Plan is greater than the amount the University is obligated to contribute under this section, the University will deduct from

the Staff Member's pay, upon receipt of a written authorization for such purpose from the Staff Member, the additional amount required for full payment of the premium.

7. The University will provide the following benefits for a Staff Member with ten (10) years of credited service who both retires from the University and commences receiving benefits from the Yale Staff Retirement Plan: (i) a life insurance policy in the face amount of \$5000; and (ii) if the retired Staff Member was a participant in the University's group health insurance plans, or in a sponsored HMO, or in the Yale Health Plan at the time of retirement and is by virtue of his or her age ineligible for Medicare, the University shall contribute all or a portion of the premium for an individual contract covering the Staff Member as scheduled below:
  - (a) For retirees with twenty (20) or more years of credited service on the date of retirement, and for retirees employed prior to January 19, 1992 with ten (10) or more years of credited service on the date of retirement, the University will contribute 100% of the same amount that it would contribute if the Staff Member continued to be employed by the University.
  - (b) For retirees who were employed on or after January 19, 1992 and with ten (10) but less than twenty (20) years of credited service on the date of retirement, the University will contribute 80% of the same amount that it would contribute if the Staff Member continued to be employed by the University. If (or when) the retired Staff Member is eligible for Medicare, the Staff Member's University group health insurance plan participation, or sponsored HMO or his or her Yale Health Plan participation or other coverage, if any, shall be discontinued, and the University shall contribute toward the cost of a retiree health insurance package that will include Medicare Part B, Blue Cross 65 High Option, Blue Shield 65 D Plan 81 and the Yale University Major Medical Plan, or other plans with equivalent coverages. Such contributions shall not exceed 100% of the coverage cost for retirees identified in (a) above, and shall not exceed 80% of the coverage cost for retirees identified in (b) above.

However, commencing no later than January 1, 1998, a mutually acceptable Medicare Risk HMO will be substituted in place of Blue Cross 65 High Option and Blue Shield 65 D Plan 81 and the Yale University Major Medical Plan as the standard, no contribution retirement medical care option for retirees age 65 and over and their eligible dependents. The University will continue to pay the Medicare Part B contribution for retirees age 65 and over and their eligible dependents.

(i) The mutually acceptable Medicare Risk HMO will have co pays and primary features at least equivalent to the US Healthcare Medicare 5 plan plus an unlimited prescription rider after a \$10 per prescription co pay and an out of network option after co pays and deductibles are met. Among plans meeting these criteria, the primary selection criteria will be objective evidence of quality of care and strong panels in primary care and important specialties in Connecticut and especially in the New Haven area. If these are also relatively equal, secondary selection criteria may include premium cost and easily available shorter term out of state coverage.

(ii) The existing Blue Cross 65 High Option and Blue Shield 65 - Plan 81 and Yale University Major Medical Plan will continue to be offered as an optional coverage for a monthly premium of \$40.99 for the retiree and \$40.99 for the spouse. Premiums will increase annually by the same percentage as the underlying Blue Cross 65 High Option and Blue Shield 65 D Plan 81 and Yale University Major Medical plans.

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

## ARTICLE XX

### SICK LEAVE

1. A non-probationary Staff Member required to be absent from work because of the Staff Member's illness or injury shall be entitled to sick leave with pay for the straight-time hours not worked by the Staff Member due to such illness or injury to the extent of the Staff Member's sick leave allowance.
2. A Staff Member's sick leave allowance shall be twelve (12) days per fiscal year, except that for the fiscal year in which the Staff Member is hired, the Staff Member's sick leave allowance shall be one (1) day for each month in which the Staff Member has worked. Sick leave unused in any fiscal year may be carried forward to succeeding fiscal years, up to a maximum accumulation of two hundred four (204) days.
3. A Staff Member required to be absent due to illness or injury must notify his or her Supervisor at the commencement of such absence and thereafter as is reasonably required by the Supervisor during the duration of the absence, unless the Staff Member's condition prevents giving such notification.
4. In cases of suspected malingering the University may require evidence of a Staff Member's illness or injury or a medical examination by the University before payment for sick leave is given.
5. The University may require, at its expense, evidence of a Staff Member's health status or a medical examination of the Staff Member by the University prior to a Staff Member's return to work from major surgery, contagious infection, or protracted or serious illness or injury.
6. Sick leave may be used in hours or days. A day, for purposes of this Article, is the number of hours determined by dividing the Staff Member's scheduled hours of straight-time work in a normal two (2) week period by ten (10).

7. A Staff Member shall be advised in writing at least once annually of the Staff Member's unused accumulated sick leave days.
8. If a Staff Member with a least one (1) year of service dies while on the active payroll of the University, the Staff Member's beneficiary designated to receive the payment provided by Article XXII (Life Insurance) shall be paid any unused accumulated sick leave pay which would have been payable to the Staff Member if the death had not occurred.
9. Retirement. A Staff Member retiring on or after November 1, 2003 will be paid out 25% of the Staff Member's accumulated sick time at retirement and the 75% balance will be applied toward the Staff Member's years of service as specified below. Any Staff Member retiring on or after January 20, 2008 will be paid out 50% of the Staff Member's accumulated sick time at retirement and the 50% balance will be applied toward the Staff Member's years of service as specified below. Such retiring Staff Member shall receive additional pension service credit for the amount of calendar time covered by working days equal to the balance of accumulated unused sick leave days that the Staff Member may have. A Staff Member who terminates while vested and begins immediately to collect a pension benefit from Yale may either retire earlier than otherwise by an amount of time equal to the sick leave credit provided in this paragraph, and begin immediately to collect a pension in the same amount that the Employee would otherwise have received if retiring at the scheduled time, or may retire at the scheduled time and receive additional service credit based upon the additional credit provided by this paragraph. Although no pay will be received for the amount of additional credit provided by this paragraph, the Employee's pension amount will not be reduced because this period of additional credit is unpaid.

## **ARTICLE XXI**

### **LONG TERM DISABILITY**

1. The University will continue its present long term disability program for Staff Members during the term of this Agreement. The University may change the carrier used to provide this benefit or may self-insure the benefit; provided, however, the University will not diminish the benefits or unduly complicate the claims handling procedures except pursuant to agreement with the Union.
2. If a Staff Member who is on a Leave of Absence or any renewal thereof pursuant to Article XXXV (Leaves of Absence) of this Agreement begins to collect under the Long-Term Disability Policy, the Staff Member shall continue to be covered by such Leave of Absence or renewal until its expiration except that the Staff Member shall no longer accrue vacation, personal leave and sick leave. After expiration of such leave of absence or extension, the Staff Member shall cease to accrue seniority, but shall retain accrued seniority but no other benefits, rights, or privileges of employment. Such accrued seniority may be exercised in the event the Staff Member becomes able and qualified to return to active employment prior to expiration of a five (5) year period following the end of the Leave of Absence or renewal thereof. Such a Staff Member may return to work in the same manner as a laid-off Staff Member pursuant to Article XVII of this Agreement.

## **ARTICLE XXII**

### **LIFE INSURANCE**

1. Effective at the start of the month following the month in which a Staff Member completes the probationary period, the University will provide a \$5,000 life insurance benefit, at no cost to the Staff Member,

2. A Staff Member may elect to purchase term life insurance coverage equal to either one (1), two (2), three (3), four (4) or five (5) times the Staff Member's annual salary. During the first sixty (60) days of employment, life insurance up to two (2) times annual salary may be purchased without a physical examination. Thereafter, the insurance company may require that the Staff Member take and pass a physical examination to be eligible to purchase this insurance.
3. The salary of a full-time Staff Member who dies shall be continued for what would have been the Staff Member's workdays, holidays, and recess days falling within thirty (30) days after the date of the Staff Member's death. This amount and any unused and unforfeited vacation and sick time shall be paid to the Staff Member's spouse, estate, or other beneficiary designated by the Staff Member to receive such payment.

## **ARTICLE XXIII**

### **RETIREMENT**

1. The University will maintain the Yale Staff Retirement Plan in full force and effect for Staff Members during the term of this Agreement, subject to the currently applicable eligibility and other provisions of such plan and to any amendments necessary to conform the provisions of such plan to the provisions of this Agreement.
2. The Retirement Plan shall be amended to provide that:
  - (a) A Staff Member who retires on or after January 20, 2002, shall have his or her retirement income under the Yale Staff Retirement Plan calculated using the following schedule of multipliers:

Portion of Staff Member's Base	Multiplier
Pre-Retirement Salary	
Up to \$30,000	1.5%
\$30,001 to \$55,000	1.4%
Over \$55,000	1.3%

Beginning in January 2004, the tier definition amounts will be adjusted on the dates of across-the-board wage increases by the average (mean) of the across-the-board increases for Local 35 and Local 34 and rounded to the nearest thousand.

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

for-dollar match of Employee contributions up to 2% of the annual salary of an Employee.

## **ARTICLE XXIV**

### **HOLIDAYS**

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

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

6. In lieu of the above holidays and recess days, at the Yale Press the following shall be the holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, three (3) "floating Holidays" scheduled by Yale Press around the named holidays, and the Staff Member's birthday (which may be celebrated on any day within a month of the actual birthday) and one additional holiday to be agreed upon by the parties.

## **ARTICLE XXV**

### **PERSONAL BUSINESS DAYS**

1. Each non-probationary Staff Member may take personal time and receive pay for straight-time hours not worked while on such personal time for up to four (4) days of absence during each University fiscal year.
2. A Staff Member may use personal time in hours or days.

3. A Staff Member must give his or her Supervisor as much advance notice of the desired personal time as is practicable. Requests for use of personal business days shall not be denied arbitrarily or capriciously.
4. A day, for purposes of this Article, is the number of hours determined by dividing the Staff Member's scheduled hours of straight-time work in a normal two (2) week period by ten (10).
5. Personal time may not be used to extend a vacation, except by mutual agreement of the Staff Member and the Staff Member's Supervisor.

## **ARTICLE XXVI**

### **VACATIONS**

1. Each Staff Member shall be entitled to vacation with pay at the Staff Member's straight-time hourly rate to the extent provided by paragraphs 2, 3 and 5. A Staff Member shall not be eligible to take paid vacation until the Staff Member has completed six (6) months of service.
2. For each month in which a Staff Member hired on or after February 1, 1997 is actively employed, the Staff Member shall accrue one (1) day of vacation during the first two (2) years of employment, each day to equal the Staff Member's daily straight-time hours during the month, except that in the first and final months of a Staff Member's employment the Staff Member shall accrue no vacation if the Staff Member does not actually work at least ten (10) days.
3. For each month in which a Staff Member who has completed two (2) years of service is actively employed, the Staff Member shall accrue two (2) days of vacation, each day to equal the Staff Member's normally scheduled daily straight-time hours during the month, except that in the first and final month of a

Staff Member's employment the Staff Member shall accrue no vacation if the Staff Member does not actually work at least ten (10) days, and only one (1) day if the Staff Member works ten (10) but less than twenty (20) days in such month.

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

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

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

A Staff Member may accumulate up to twenty-two (22) additional days of unused vacation, in addition to vacation accrued during the current or previous fiscal year. In addition, a Staff Member who has completed ten (10) years or more of continuous service may also accumulate an additional five (5) unused days per year, to a total additional maximum of twenty (20) days.

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

5. Upon completing the years of service stated in the following schedule, a Staff Member will be eligible to take, once during the

five (5) years following the Staff Member's becoming eligible for such extra vacation days, the number of extra vacation days stated, in addition to the Staff Member's accrued regular vacation days:

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

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

## **ARTICLE XXVII**

### **JURY DUTY**

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

## **ARTICLE XXVIII**

### **DEATH IN THE FAMILY**

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

## **ARTICLE XXIX**

### **LESS THAN TWELVE MONTH APPOINTMENTS AND PART-TIME STAFF MEMBERS**

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

Departments or schools may designate any of their existing vacant positions as less than twelve (12) month positions and may offer employment on such basis to new or transferring Staff

Members, so long as such action is consistent with the provisions of paragraph 1 of Article XVII (Job Security). An existing filled position may be converted from a twelve (12) month to a less than twelve (12) month basis only with the voluntary agreement of the incumbent.

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

Staff Members on less than twelve (12) month appointments shall be covered by the same paid time off provisions as other Staff Members except that they shall receive only up to (i) three (3) days of absence for personal time, (ii) one (1) day of sick leave allowance per month of the Staff Member's appointment and (iii) two (2) days of vacation per month of the Staff Member's appointment (to a maximum of twenty-two (22) days), during each University fiscal year. A Staff Member who has completed such an appointment and intends to return to the University to a similar appointment shall be considered on leave of absence during the time the Staff Member is not working for the University, except that the University will continue its contribution toward the Staff Member's health coverage under Article XIX (Health Insurance) of this Agreement during that period.

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

Weeks worked in positions in this category need not be contiguous. Staff Members on recurring appointments of at least six (6) months but less than nine (9) months shall be covered by the same paid time off provisions as other Staff Members except that they shall receive only up to (i) three (3) days of absence for personal time, (ii) one (1) day of sick leave allowance per

month of the Staff Member's appointment, (iii) two (2) days of vacation per month of the Staff Member's appointment (to a maximum of twenty-two (22) days), and (iv) shall not receive pay for recess days, during each University fiscal year. The standard work week for calculation of paid time off accruals will be based on the projected hours of work averaged over the duration of the Staff Member's work schedule. The University shall contribute toward the Staff Member's health coverage under Article XIX (Health Insurance) of this Agreement for all months of the Staff Member's appointment. A Staff Member who has completed such an appointment shall be considered on leave of absence during the time the Staff Member is not working for the University.

## **ARTICLE XXX**

### **MEALS**

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

## **ARTICLE XXXI**

### **UNIFORMS**

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

## **ARTICLE XXXII**

### **UNIVERSITY FACILITIES**

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

## **ARTICLE XXXIII**

### **TRAINING AND EDUCATION**

1. The University shall continue the following policies and programs: Tuition Assistance for Non-Yale Courses or Degree

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

Except that (a) otherwise eligible less than full-time Staff Members who have completed at least six (6) months' service shall be eligible to participate in (i) the Tuition Assistance for Non-Yale Courses or Degree Programs (with the amount provided less than full-time Staff Members to be a pro-rated benefit equal to the Staff Member's regular work hours divided by 37.5) and (ii) the Auditing Courses at Yale (Non-Credit Courses) Program; (b) otherwise eligible less than full-time Staff Members shall be eligible to participate in the Yale Special Student Program and Reduced Tuition for Yale Courses; and (c) the \$50 charge for Auditing Courses at Yale (Non-Credit Courses) is eliminated.

2. When new technology is introduced, the University will provide the Staff Members assigned to utilize such technology training during work time appropriate to the new technology.
3. Upon request, the University will seek to arrange for reasonable accommodation (which may include special training) for otherwise qualified Staff Members with disabilities in order to enhance their promotional or transfer opportunities.
4. Each full-time Staff Member shall receive upon request a guarantee of no less than 22.5 hours of release time per year pro-rated for less than a full year between ratification and June 30, 2004 and effective July 1, 2004 no less than 30 hours of release time per year for skill-based training applicable to the Staff Member's job family or closely related job family at no cost to the Employee for such Yale or Yale-sponsored training. Less than full-time Staff Members shall receive a pro-rated benefit equal to

regular work hours divided by 37.5. Release for such training on a given date or dates is subject to reasonable operational needs.

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

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

## **ARTICLE XXXIV**

### **MORTGAGE LOAN PROGRAM**

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

## **ARTICLE XXXV**

### **LEAVES OF ABSENCE**

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

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

- (d) FMLA. Leaves of absence provided for in Article XXXV, 1(a) include full time, intermittent and reduced schedule Caregiver leaves as defined in the federal and state Family and Medical Leave Acts (FMLA). Leaves of absence provided for in Article XXXV, 1(b), include full time, intermittent and reduced schedule leaves as defined in the FMLA. For FMLA purposes, the leave year will begin on the Staff Member's first full day of leave.
  - (e) Once a non-probationary Staff Member, absent from work due to illness, injury, maternity, paternity or caring for a relative and utilizing paid time off, is absent from work for more than thirty (30) calendar days, the Staff Member shall be considered on a leave of absence retroactive to the first day of absence.
2. (a) During an approved leave of absence, a Staff Member may utilize any vacation time or personal days the Staff Member accumulated prior to commencing the leave of absence, and, in the case of a leave of absence granted because of illness, injury, or pregnancy, the Staff Member also may utilize sick leave the Staff Member accumulated prior to commencing the leave of absence for the period the Staff Member is unable to work due to illness, injury, or disability due to pregnancy. In addition, Staff Members who are on a leave of absence under paragraph 1(c) may further utilize accumulated sick leave whether or not disabled. Except as provided in this paragraph and Article XXIV Holidays, Section 4, a Staff Member on leave of absence shall not be paid by the University for any day during the period of leave.
- (b) The University will continue to pay its share of the premium for health and life insurance plans applicable to the Staff Member for the Staff Member and covered dependent(s) at the commencement of a leave granted pursuant to 1(b) or 1(c), and for three (3) months in the case of a leave for any other reason, provided the Staff Member pays any portion of the cost of such coverage the Staff Member is required to pay.

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

of absence. However, if the Staff Member is awarded the opening, the Staff Member will be expected to start work in the new position at the time desired by the Supervisor.

- (j) The University will not recapture the rolling advance from a Staff Member on leave who has sufficient accrued sick, vacation or personal time to cover the period of the leave, or until a Staff Member on leave has only two weeks of accrued vacation time left.
3. The University's present policies on military leave and on military reserve duty pay shall be continued for the term of this Agreement.
4. A Staff Member who incurs a break in seniority as a result of leaving the University for Child-rearing, and who desires to return to the University within two (2) years of the date of the child's birth, or within two (2) years of the time of placement for adoption of a child under the age of 18 who is not a stepchild, shall be entitled to other provisions set forth below in this paragraph but shall not be entitled to any of the other provisions of this Article or otherwise be considered to be on a leave of absence. Such Staff Member shall be treated solely for the purposes of applying for job openings pursuant to Article XVI (Promotions and Transfers) of this Agreement as though the Staff Member were a Staff Member with seniority equal to the Staff Member's seniority at the time of the break in seniority. A Staff Member intending to use the right granted by this paragraph shall advise the University in writing of such intention within six (6) months after the child's birth or, in the case of adoption, within six (6) months of the time of placement for adoption of a child under the age of 18 who is not a stepchild. If the Staff Member obtains a position through the job openings procedure provided by this Agreement, the Staff Member shall be given credit for all purposes for time worked before such child-rearing absence consistent with the definition in Article XV, (Seniority) paragraph 2.
5. In the case of a Leave of Absence on account of an illness or injury covered by Worker's Compensation, after one (1) year's

leave pursuant to paragraph 1(b) of this Article, the Staff Member shall cease to accrue seniority, but shall retain accrued seniority which may be exercised in the event the Staff Member becomes able and qualified to return to active employment prior to expiration of a five (5) year period following the end of the Leave of Absence or renewal thereof. Such a Staff Member may return to work in the same manner as a laid-off Staff Member pursuant to Article XVII (Job Security) of this Agreement.

6. University policies, procedures and forms concerning leaves of absence as they apply to Staff Members shall be consistent with the foregoing.

## **ARTICLE XXXVI**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

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

#### Step 1:

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

Step 2:

(i) If the Staff Member is dissatisfied with the response to the Step 1 grievance, the Staff Member may file a written grievance. The written grievance shall be filed with the Department of Human Resources and shall be filed within twenty-one (21) days after receipt of the Step 1 response. The written grievance should contain the name and job title of the grievant, the date of the incident complained of, the Section of the Agreement allegedly violated, the facts which constitute the wrong complained of, and the relief sought.

(ii) A Department of Human Resources representative and the Staff Member's Supervisor shall meet with the Union's Steward and/or Department Steward and the Grievant within twenty-one (21) days after the date the written grievance is received by the Department of Human Resources.

(iii) The Department of Human Resources shall give a written answer to the grievance within seven (7) days after the meeting to discuss the grievance.

Step 3:

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

Step 4:

If the grievance is not resolved in Step 3, the Union may appeal the grievance to arbitration by giving written notice of such appeal to the University's Vice President for Finance and Administration or his designee within twenty-one (21) days after receipt of the University's Step 3 answer to the grievance.

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

a similar striking procedure to a panel supplied by FMCS. The parties may remove an arbitrator from the designated panel by mutual agreement.

- (c) Hearings shall be held on campus at a mutually agreed time.
  - (d) Any briefs to be filed shall be filed within fourteen (14) days after the end of the hearing.
5. (a) Each party shall bear the expenses of its representatives and witnesses.
- (b) The fees and expenses of the Arbitrator and the costs of hearing facilities shall be paid by the Union if the grievance is denied in total, by the University if the grievance is granted in total, and if the grievance is neither denied nor granted in total, by the parties as specifically allocated by the Arbitrator. The parties jointly shall advise the Arbitrator of this provision of the Agreement at the start of the hearing regarding any grievance. If the parties commence an arbitration hearing but then settle the grievance, such fees, expenses and costs shall be borne equally by the parties.
  - (c) Only one grievance shall be submitted to an Arbitrator at one hearing unless the parties otherwise agree in writing. It is understood, however, that where two (2) or more grievances can be presented conveniently and completely on one hearing day, the parties will agree to present such grievances to the same Arbitrator on the same hearing day.
6. (a) The Arbitrator shall have no authority to add to, subtract from, or modify any provisions of this Agreement.
- (b) The Award of the arbitrator shall be final and binding on the parties.
7. (a) If either party fails to meet a time limit applicable to that party established in Steps 2, 3, or 4 of the procedure set forth in

paragraph 1 of this Article, the grievance shall be considered settled in favor of the other party. Such a grievance settlement shall be without prejudice to either party's rights regarding any other grievance and shall not be retroactive for more than twenty-one (21) days prior to the date the grievance was filed at Step 2.

- (b) In view of the obligation imposed by paragraph 7(a), either party may obtain one automatic extension of the time of seven (7) days to each time limit of less than fourteen (14) days imposed upon that party in Steps 2, 3 and 4 by delivering within the stated time limit a letter to the other party advising the other party that a seven (7) day automatic extension is needed.
8. It is expected that both parties adhere to the time limits set forth above. Time limits may only be extended by mutual written consent of an authorized University representative and an authorized Union representative.
9. (a) Grievance meetings shall normally be held at times which do not unduly interfere with performance of the work of either Staff Members, Staff Member Union Stewards, or Supervisors. If such meetings are scheduled during the work time of either the Staff Member grievant(s), the Staff Member Union Stewards involved, or necessary Staff Member witnesses, such Staff Members shall be excused without loss of straight-time pay for such meetings.
- (b) Staff Member Union Stewards shall not engage in the investigation of grievances during the working time of either the Staff Member Union Steward or any Staff Member involved, except by mutual consent of the University and the Union; but this language shall not be read to inhibit communication regarding the resolution of workplace problems, so long as such communication does not unduly interfere with the work of any Staff Member.
10. This Grievance and Arbitration Procedure shall not prevent any Staff Member from dealing directly with a Supervisor concerning any problem.

## **ARTICLE XXXVII**

### **NO STRIKE/NO LOCKOUT**

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

## **ARTICLE XXXVIII**

### **UNIVERSITY RIGHTS**

1. Subject to the restrictions specifically imposed by the express language of this Agreement, the University retains the right to manage and direct the Staff Members covered by this Agreement and to determine the employment policies applicable to them. Such right includes, but is not limited to, the right to hire, schedule, assign, transfer, promote, demote, lay off, evaluate, discipline, and discharge Staff Members, to determine the hours (including overtime hours), days and months of employment for such Staff Members, to determine the facilities, methods, equipment, and procedures to be utilized in performing work, to determine the number of Staff Members to be employed and the work to be performed by Staff Members, to determine the quantity and quality of work to be performed by Staff Members, to determine the job content of all jobs, to determine whether work or services are to be performed by Staff Members, purchased, subcontracted or performed by other University personnel, to establish reasonable rules and regulations applicable to Staff Members, and to exercise all other functions and to take all other actions necessary for the University's operation.
2. This Agreement supersedes all prior practices, policies, procedures, and agreements, except as otherwise provided in this Agreement, and may be modified only by the parties' written agreement.

## **ARTICLE XXXIX**

### **MILEAGE**

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

## **ARTICLE XL**

### **INCLEMENT WEATHER**

In the event the University Secretary declares an early dismissal due to inclement weather, Staff Members who nevertheless are directed by their Supervisors to remain at work shall be paid at time-and-one-half for hours worked during the period of dismissal. At such Staff Member's request and with the approval of their Supervisor, compensatory time off shall be provided at the rate of one (1) hour compensatory time for each hour or fraction thereof worked, in lieu of overtime premium. Staff Members who are released as a result of the secretary's early dismissal shall not suffer any reduction in salary for hours not worked on the day of the early dismissal.

## **ARTICLE XLI**

### **SCHOLARSHIP PROGRAM FOR SONS AND DAUGHTERS**

The University shall continue in effect the Scholarship Program for Sons and Daughters for members of this bargaining unit to the same extent and at the same levels as it continues in effect for other University employees. It shall include full-time attendance at a Community College.

## **ARTICLE XLII**

### **EMPLOYEE ASSISTANCE PROGRAM**

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

## **ARTICLE XLIII**

### **AFFIRMATIVE ACTION**

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

## **ARTICLE XLIV**

### **BEST PRACTICES, LABOR-MANAGEMENT COOPERATION**

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

Departmental Committees and Innovative Work Systems Initiative projects described below. The Board will be comprised of the Presidents of Local 34 and 35, the Vice-President for Finance and Administration, and the Chief Operating Officer of the School of Medicine or a similar level representative from the School of Medicine. The Policy Board will reach decisions by unanimous agreement. The board shall meet monthly, unless mutually agreed otherwise.

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

management or union practices, team-based work organization, a higher degree of employee participation in work process design and decision-making, increased skills training, and opportunities for gain sharing are examples of projects to be explored.

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

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

10. Joint University/Union Labor Relations Training and Education Program will be established. In order to insure the success of this program, it is critically important and expected that both management and union representatives will participate. This Program will develop and implement a curriculum, including but not limited to, Human Resources Management issues, the Collective Bargaining Agreements, Interest Based Negotiation Process, Problem Solving, Diversity Training and Standards of Conduct.
  
11. A Joint Problem Solving committee will be established. Whenever possible problems should be solved at the lowest department level. However, because we recognize that some problems cannot be solved locally we want to create processes to allow timely, non-confrontational resolution of problems. When either party perceives that a systemic obstacle exists to solving a problem at the local level, that party is encouraged to seek assistance within the committee.

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

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

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

While it is our mutual expectation that the problem solving process will significantly reduce the number of grievances that will need to be processed, the grievance language in the respective contracts will remain in force except that time limits in the grievance process will be tolled during the problem-solving process unless the Union gives the University written notice that it wants grievance time limits to be observed.

12. Joint, periodic and effective communication to the University community shall be undertaken to publicize topics including Best Practices Successes, Health and Safety, Labor/Management Training, and various other communications from University/ Union leadership.
13. Recognizing that labor and management seek to create an atmosphere of mutual respect and trust, and that both seek to identify opportunities for improved productivity and workplace satisfaction, the parties agree that the University shall:
  - (a) Create a \$50,000 budget line under the auspices of the VP for Finance and Administration each year for the first three years of the program to fund the operating expenses of the various committees and structures created under this Article including, by way of example and not by way of limitation, facilitating joint trips to meetings, demonstration projects and other labor-management programs and supporting training opportunities and related expenses that can contribute to the spirit and intent of this Article. The Policy Board shall determine the allocation of these funds each year.

- (b) Create an additional \$50,000 budget line under the auspices of the VP for Finance and Administration for the first year of the Initiative Steering Committee to facilitate its initial work. The Initiative Steering Committee shall determine the allocation of these funds, which may be utilized, by way of example and not by way of limitation, for the committee's training and facilitation, for outreach to the Yale community, and for demonstration projects. This budget line is independent of any financial resources that may be made available pursuant to Section 8 hereof.
  - (c) Provide reasonable release time without loss of pay for a reasonable number of union representative and/or committee members, subject to the approval of their supervisors and operation needs, for the sole purpose of furthering the purposes of this Article.
14. Effective with the January 2005 raises, a program of non-grievable bonuses to Staff Members shall be implemented according to standards established by Joint Departmental Committees in work units where those committees are operating. No bonus shall exceed \$500 per year.
  15. The provisions herein shall apply for three years subsequent to ratification of the agreement, at which time both labor and management shall assess the results of the projects and may choose, by mutual agreement, to continue and/or expand the program.
  16. All of the structures described above can be changed at any time by mutual agreement. The University and the Unions recognize that there is high likelihood that changes will need to be made over time and that not all projects or departmental committees will be totally successful immediately.
  17. Since the purpose and intent of this Article is to foster voluntary labor-management cooperation, this Article shall not be subject to the grievance and arbitration provisions of either the Local 34 or

Local 35 Agreement, nor shall any of the provisions of this Article be construed to interfere with or modify in any way the terms of Article 22 in the Local 35 Agreement.

## **ARTICLE XLV**

### **DURATION OF AGREEMENT**

1. This Agreement shall be effective January 20, 2002 and shall remain in effect until 12:01 A.M. on January 20, 2010 and from year to year thereafter unless terminated in accordance with the provisions of paragraph 2 of this Article.
2. Either party may terminate this Agreement as of 12:01 A.M. on January 20, 2010 or on any January 20 thereafter. If either party desires to exercise this right, it shall give the other party written notice not less than ninety (90) days prior to the January 20 in question. The parties agree to meet within fifteen (15) days after the date of receipt of such notice to consider the making of a new Agreement.
3. If this Agreement is terminated by either party, and the parties have not reached a new agreement by the expiration date of this Agreement, the arbitration procedure provided by Article XXXVI of this Agreement shall not be available with regard to grievances based upon action taken by the University after the expiration date of this Agreement, unless the parties have specifically agreed to extend the entire Agreement for a definite period or specifically agree in writing to arbitration of a particular grievance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 22 day of September, 2003.

**LOCAL 34, FEU, UNITE HERE**

**YALE UNIVERSITY**

*By*

Michael Boyle

*By*

Brian Tunney

Barbara Brangi

Alexis Flint

Don Frigo

Antonio Lopes

Duane Mellor

Sirlester Parker

Lee Ann Scott

Laura Dunn Smith

Ken Suzuki

Marilyn Young

John Bollier

Claire Brennan

Jonathan Clune

Santo Galatioto

James Juhas

Jed Shivers

Diane Turner

Eric Uscinski

Mary Varga

## APPENDIX I-A

### Salary Structure Grade minimums and maximums; Annual step increments

<i>Year/Grade</i>	Before	1	2	3	4	5	6	7	8
A	9.67	10.76	11.30	11.75	12.22	12.83	13.47	14.14	14.85
	13.73	14.63	15.37	15.98	16.62	17.45	18.32	19.23	20.19
	0.34	0.35	0.37	0.38	0.40	0.42	0.44	0.46	0.49
B	10.87	12.10	12.71	13.22	13.75	14.44	15.16	15.92	16.72
	15.44	16.45	17.28	17.98	18.70	19.64	20.61	21.65	22.74
	0.38	0.40	0.42	0.43	0.45	0.47	0.50	0.52	0.55
C	12.17	13.54	14.22	14.79	15.38	16.15	16.96	17.81	18.70
	17.28	18.41	19.34	20.11	20.91	21.96	23.06	24.22	25.43
	0.43	0.44	0.47	0.48	0.50	0.53	0.55	0.58	0.61
D	13.63	15.17	15.93	16.57	17.23	18.09	18.99	19.94	20.94
	19.35	20.63	21.66	22.53	23.43	24.60	25.82	27.11	28.47
	0.48	0.50	0.52	0.54	0.56	0.59	0.62	0.65	0.68
E				18.56	19.30	20.27	21.28	22.34	23.46
				25.24	26.24	27.56	28.94	30.38	31.90
				0.61	0.63	0.66	0.70	0.73	0.77

## APPENDIX I-B

### Salary Structure

#### Labor Grade A

<i>yr/step</i>	1	2	3	4	5	6	7	8	9	10	11
1	11.11	11.46	11.82	12.17	12.52	12.87	13.22	13.58	13.93	14.28	14.63
2	11.67	12.04	12.41	12.78	13.15	13.52	13.89	14.26	14.63	15.00	15.37
3	12.13	12.52	12.90	13.29	13.67	14.06	14.44	14.82	15.21	15.59	15.98
4	12.62	13.02	13.42	13.82	14.22	14.62	15.02	15.42	15.82	16.22	16.62
5	13.25	13.67	14.09	14.51	14.93	15.35	15.77	16.19	16.61	17.03	17.45
6	13.91	14.35	14.79	15.23	15.67	16.11	16.55	16.99	17.44	17.88	18.32
7	14.60	15.07	15.53	15.99	16.45	16.92	17.38	17.84	18.30	18.77	19.23
8	15.34	15.82	16.31	16.79	17.28	17.76	18.25	18.74	19.22	19.71	20.19

#### Labor Grade B

<i>yr/step</i>	1	2	3	4	5	6	7	8	9	10	11
1	12.50	12.89	13.29	13.68	14.08	14.47	14.87	15.27	15.66	16.06	16.45
2	13.13	13.54	13.96	14.37	14.79	15.20	15.62	16.04	16.45	16.87	17.28
3	13.65	14.08	14.52	14.95	15.38	15.81	16.25	16.68	17.11	17.54	17.98
4	14.20	14.65	15.10	15.55	16.00	16.45	16.90	17.35	17.80	18.25	18.70
5	14.91	15.38	15.86	16.33	16.80	17.27	17.75	18.22	18.69	19.16	19.64
6	15.66	16.15	16.65	17.14	17.64	18.14	18.63	19.13	19.62	20.12	20.61
7	16.44	16.96	17.48	18.00	18.52	19.04	19.57	20.09	20.61	21.13	21.65
8	17.27	17.81	18.36	18.91	19.45	20.00	20.55	21.10	21.64	22.19	22.74

#### Labor Grade C

<i>yr/step</i>	1	2	3	4	5	6	7	8	9	10	11
1	13.98	14.43	14.87	15.31	15.75	16.20	16.64	17.08	17.53	17.97	18.41
2	14.69	15.15	15.62	16.08	16.55	17.01	17.48	17.94	18.41	18.87	19.34
3	15.27	15.76	16.24	16.73	17.21	17.69	18.18	18.66	19.14	19.63	20.11
4	15.88	16.39	16.89	17.39	17.90	18.40	18.90	19.40	19.91	20.41	20.91
5	16.68	17.21	17.73	18.26	18.79	19.32	19.85	20.38	20.90	21.43	21.96
6	17.51	18.07	18.62	19.18	19.73	20.29	20.84	21.40	21.95	22.51	23.06
7	18.39	18.98	19.56	20.14	20.72	21.31	21.89	22.47	23.05	23.64	24.22
8	19.31	19.92	20.54	21.15	21.76	22.37	22.98	23.59	24.21	24.82	25.43

#### Labor Grade D

<i>yr/step</i>	1	2	3	4	5	6	7	8	9	10	11
1	15.67	16.16	16.66	17.15	17.65	18.15	18.64	19.14	19.64	20.13	20.63
2	16.45	16.97	17.49	18.01	18.54	19.06	19.58	20.10	20.62	21.14	21.66
3	17.11	17.65	18.20	18.74	19.28	19.82	20.36	20.91	21.45	21.99	22.53
4	17.79	18.36	18.92	19.48	20.05	20.61	21.18	21.74	22.30	22.87	23.43
5	18.68	19.27	19.87	20.46	21.05	21.64	22.23	22.82	23.42	24.01	24.60
6	19.61	20.23	20.85	21.47	22.10	22.72	23.34	23.96	24.58	25.20	25.82
7	20.59	21.24	21.90	22.55	23.20	23.85	24.51	25.16	25.81	26.46	27.11
8	21.62	22.31	22.99	23.68	24.36	25.05	25.73	26.42	27.10	27.79	28.47

Labor Grade E

<i>yr/step</i>	1	2	3	4	5	6	7	8	9	10	11
3	19.17	19.77	20.38	20.99	21.60	22.20	22.81	23.42	24.02	24.63	25.24
4	19.93	20.56	21.19	21.83	22.46	23.09	23.72	24.35	24.98	25.61	26.24
5	20.93	21.60	22.26	22.92	23.59	24.25	24.91	25.57	26.24	26.90	27.56
6	21.98	22.67	23.37	24.06	24.76	25.46	26.15	26.85	27.54	28.24	28.94
7	23.07	23.80	24.53	25.26	25.99	26.72	27.46	28.19	28.92	29.65	30.38
8	24.23	24.99	25.76	26.53	27.30	28.06	28.83	29.60	30.37	31.13	31.90

## APPENDIX II

### Schedule of Dental Benefits

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

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

- I. Endodontics, including pulpotomy, direct pulp capping, and extirpation of pulp and filling of root canals (excluding restoration).

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

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

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

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

Services not scheduled above are excluded.

### APPENDIX III

<p>F= market fixing determined by the University  A= Employee's actual salary prior to adjustment, expressed as steps above minimum  Integers indicate number s of steps in the Local 34 salary structure</p>		
Incumbent Employee's preexisting salary level	Market fixed at capable level <sup>#</sup>	Market fixed at experienced level, <sup>*</sup>
F-6 or less	F-1	F-4
Between F-5 and F-1	F+1	A+3
F+1 or F	A+2	A+3
F+2 or F+3	A+2	A+2
Between F+4 and F+9	A+1	A+1
F+10 or greater	A	A
<p># 3-4 yrs experience beyond entry level  * 8-10 yrs experience beyond entry level  Designation of a title at the capable or experienced level will be at the University's discretion.</p>		



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