

**AGREEMENT
BETWEEN
YALE UNIVERSITY
AND
THE YALE POLICE BENEVOLENT ASSOCIATION
JULY 1, 2002 – JUNE 30, 2010**

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AGREEMENT

This Agreement is entered this 7th day of September, 2004 by and between Yale University and the Yale Police Benevolent Association.

ARTICLE I. UNION RECOGNITION

Section 1. Pursuant to the certification issued by the National Labor Relations Board dated April 6, 1988 in NLRB Case No. 39-RC-808, the University recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment of the employees in the bargaining unit: all sworn police officers and detectives of the University Police employed by the University at its New Haven, Connecticut location but excluding all police personnel at or above the rank of Sergeant; special assistants to the Chief of Police; temporary employees; casual employees; employees who are Yale undergraduates; dispatchers; clerical and technical employees; managerial and professional employees; employees who are represented by Local 35 or Local 34; confidential employees; and professional employees and supervisors as defined in the Act.

Section 2. The terms and provisions of the Agreement shall be binding upon the University and the Union and each employee in the bargaining unit described herein. The term "employee" is used in this Agreement to mean a University employee who is employed in the bargaining unit described above. This Agreement has no application to anyone who is not a member of the bargaining unit as described above.

Section 3. Neither the University nor the Union shall discriminate against any employee on account of race, religion, color, sex, marital status, national origin, veteran's status, sexual orientation, union membership or non-membership, or age.

Section 4. Except in cases of emergency or unavailability of bargaining unit Police Officers, supervisory employees shall not be assigned to bargaining unit work.

ARTICLE II. MANAGEMENT RIGHTS

Section 1. Subject to the restrictions specifically imposed by the express language of this Agreement, Yale University and the Yale Police Department retain the exclusive and unilateral right to manage their operations, determine their policies, budget and operations, the manner of exercise of their functions and the direction of their work force, including but not limited to: the right to hire, promote, demote, transfer, evaluate, classify and assign employees; to discipline, suspend, and discharge employees; to layoff employees; to determine the size and composition of the work force; to promulgate and enforce rules of conduct, procedures, and regulations; to organize its departments and to determine work to be done therein; to determine the number of hours of work, starting and quitting times, and number of shifts per workweek; to establish and change work schedules and assignments; to determine types of uniform, equipment, and facilities; to introduce new methods of operations; to eliminate, contract, relocate, or transfer work; to promulgate standards of productivity and efficiency; and to enforce standards of competence and performance.

ARTICLE III. UNION MEMBERSHIP AND CHECK-OFF

Section 1. On or after the effective date of this Agreement, all employees, as a condition of employment, shall within thirty (30) days after their date of hire, commence paying monthly membership dues or uniformly assessed service fees to the Union in an amount which the Union shall certify represents only its cost of collective bargaining representation. The amount of the monthly membership dues or uniformly assessed service fees are to be set by the Union from time to time.

Section 2. The University agrees to deduct from the wages of employees who so request either uniformly assessed monthly Union dues or a uniformly assessed monthly service fee provided that the University receives voluntary individual authorizations signed by such employees in the form which has been agreed to by the University and the Union. (See Check-Off Form attached as Exhibits A, B and C to this Agreement.)

Section 3. The deduction of the monthly dues or service fees and initiation fees shall be made from the wages received by the employee. If insufficient wages are payable to an employee in such week, the University shall have no further responsibility to make the deduction for such week.

Section 4. The University shall remit to the Treasurer of the Union once each month the deductions made monthly together with a list of the employees from whose wages deductions have been made and the amounts deducted. The Union agrees to refund promptly to the University any dues or service fees found to have been erroneously or improperly deducted.

Section 5. The Union shall agree to indemnify and save the University harmless from and against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the University for the purpose of complying with any provisions of this Article.

ARTICLE IV. UNION BUSINESS LEAVE

Section 1. The Union may select one employee from each shift to be the Union Steward representing such shift. The Union may designate one employee from each shift to serve as alternate Union Steward

Section 2. The Union Steward, the Union Officer, and the grievant shall be granted leave from duty without loss of pay for attendance at grievance meetings pursuant to Article XVI (Grievance Procedures) of this Agreement.

Section 3. A Union Steward or Union Officer from a shift will be excused from duty without loss of pay if required to attend an investigatory interview pursuant to Article XVI, Section 6.

Section 4. 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 employee except as specifically authorized by the Agreement.

Section 5. Upon request by the Union to the Chief of Police, or his/her designee, the University will excuse employees from scheduled duty with pay for the purposes of Union business which is not inconsistent with the Agreement, such as Union conferences, training programs, other union business and similar activities. Such excused time will not exceed a total of seven (7) days for the entire bargaining unit in any contract year and shall be limited to no more than two (2) employees from the bargaining unit

at any one time, and no more than one (1) employee from any shift at any one time. The University will give reasonable consideration to any such proposed absence, provided that such request is made at least one week in advance, and if excusing such absence would not unreasonably interfere with performance of required work. The above time is exclusive of paid time given Union members for bargaining sessions, grievance meetings and investigative interviews.

Section 6. Subject to operational requirements, the University will grant an unpaid leave of absence for up to two (2) calendar weeks for each of two employees identified by the Union prior to the expiration of this Agreement. Said leaves will be permitted between the dates of January 1, 2010 and May 17, 2010. The Union shall be required to give two (2) weeks notice identifying the individuals who are seeking such leave and the requested schedule for the leaves.

Section 7. The University will provide the facility for a Union office in the new Police Department building. The location and size of such office space will be designated by the University and may be changed by the University upon prior notification to the Union. The University maintains the right of access without notice under emergency conditions and has the right to periodically inspect this space for maintenance of condition provided a twenty-four (24) notice is given to the Union, and the Union has the right to have a representative in attendance.

ARTICLE V. RULES AND REGULATIONS

Section 1. The University agrees to provide to the Union and all members of the bargaining unit up-to-date copies of all rules and regulations of the Yale University Police Department.

Section 2. Except as modified by this Agreement, all directives, rules, and regulations of the Yale University Police Department will remain in full force and effect subject to the future modification and/or amendment pursuant to Article II (Management Rights).

Section 3. Management will make a good faith effort to provide prior notice to the Union of new and changed policies, procedures, rules, regulations and other matters that the Department believes should be communicated to the Union. It is understood that prior notice may not be possible in some cases. The Department will give consideration to the Union's comments, if offered, before implementation.

Section 4. When requested by the Union, unless operational circumstances do not permit, the Union will be given a reasonable amount of time to review the proposed new or changed policy, procedure, rule, regulation or other matter and prepare comment for subsequent discussion with Department representatives. The Union may also comment on matters promulgated without prior notice.

Section 5. Both parties acknowledge and agree that the Department retains its rights concerning management of the Department and the Union retains the right to bargain over the impact of decisions that affect the working conditions of its members.

Section 6. Representatives of the Department and the Union, not to exceed five (5) from each side, including the Chief, will meet quarterly, during regular business hours, or more frequently by mutual agreement, to share information, resolve problems and discuss matters of interest, including improving the Union/Management relationship. The Union's opinion shall be considered by the University.

Meetings will be planned and led by co-chairpersons designated by the department and the Union. The

co-chairs will prepare an agenda for each meeting and will be responsible for ensuring effective meeting process.

The Union's representatives who attend during their working hours shall not suffer a loss of pay for attending such meetings.

Section 7. A representative designated by the Union, may attend Department General Staff Meetings. It is understood that the level of Union involvement in matters discussed at staff meetings will vary depending on the following considerations:

- a. The extent to which the matter affects the Union's representational/institutional concerns;
- b. The Union's expertise concerning the matter

It is also understood that the Union will not attend in discussions concerning confidential or sensitive Departmental matters.

ARTICLE VI. SAFETY

Section 1. The University shall recognize a Safety Committee which shall consist of four (4) persons. Two (2) shall be bargaining unit members appointed by the Union, and the others shall be representatives of the University appointed by the Chief of Police or his/her designee.

Section 2. To promote the safety of bargaining unit employees:

- a. No police officer shall be required to operate a vehicle in the performance of any police function when, in the judgment of the Safety Committee or of the shift commander, further operation of the vehicle is demonstrably unsafe.
- b. All mechanical equipment, including tires on police vehicles, shall be kept in good working order. A vehicle with a major defect shall not be operated until such defect which renders said vehicle unsafe to operate has been corrected. The Department will observe the minimum safety standards established by the Connecticut Department of motor vehicles.
- c. All emergency equipment, such as sirens, emergency lights, first aid equipment, fire extinguisher, flares, and a suitable radio, must be in good working order.
- d. It is to be the responsibility of whoever operates the vehicle to bring any defect to the attention of the Chief of Police or his/her designee. The vehicle operator will make a written report or log entry of such defect.
- e. The Department will not establish an operating policy that would unnecessarily expose an officer to biological, chemical, radiological, electrical, asbestos or exposed dangerous mechanical equipment hazards.
- f. Nothing in this section is to be construed as dealing with emergency situations which would normally be considered to be Police duty.

Section 3. The Safety Committee shall function to recommend that reasonable standards of safety in operation and cleanliness in maintenance are followed. The Union and the University each shall have the right to replace its appointee at any time.

Section 4. Any recommendations of this Committee as to safety matters shall be made to the Chief or his/her designee.

Section 5. Employees shall not be required to shovel snow, hand-wash police cars, change tires, install or remove chains, make mechanical repairs, or perform any other non-police duties, except in an emergency or as the parties may agree in writing.

Section 6. Bargaining unit employees shall observe all safety rules and requirements or be subject to disciplinary action. Employees shall report as soon as practicable to their supervisors any job-related accident, injury, or illness.

Section 7. A grievance claiming a violation of Article VI may be filed initially to Step 2 of the grievance procedure.

Section 8. Employees shall not, except in cases of emergency, be required to transport persons in police motor vehicles when it is known, or reasonably believed, that such persons are suffering from serious communicable diseases. Whenever persons meeting this health description are in police custody, and it is necessary for Department employees to be in close proximity to such persons, the Department shall provide such employees with protective equipment and take any other measures that will tend to safeguard the health of the employees, in compliance with OSHA rules and regulations.

ARTICLE VII. WAGES.

Section 1. Effective as of July 1, 2004 all members of the bargaining unit shall be paid according to the following schedule of annualized rates:

Effective Date	Patrol Officer C	Patrol Officer B	Patrol Officer A	Detective
July 1, 2002	\$41,449	\$45,582	\$49,715	\$53,506
July 1, 2003	\$42,900	\$47,177	\$51,455	\$55,379
July 1, 2004	\$44,187	\$48,593	\$52,999	\$57,040
July 1, 2005	\$45,512	\$50,050	\$54,589	\$58,751
July 1, 2006	\$47,333	\$52,052	\$56,772	\$61,101
July 1, 2007	\$49,226	\$54,135	\$59,043	\$63,545
July 1, 2008	\$51,195	\$56,300	\$61,405	\$66,087
July 1, 2009	\$53,243	\$58,552	\$63,861	\$68,731

Section 2. Upon completion of one (1) year as a Patrol Officer "C," an employee shall become a Patrol Officer "B." Upon completion of one (1) year as a Patrol Officer "B," an employee shall become a Patrol

Officer "A."

Section 3. All adjustments shall be granted at the beginning of the payroll period closest to the scheduled date of the adjustment.

ARTICLE VIII. HOURS OF WORK

Section 1. The regular work week shall be forty (40) hours per week, eight (8) consecutive hours per day. Except as provided in Article IX (Overtime), Section 2, nothing in this Agreement shall be construed as a guarantee to any employee of any particular number of hours of work per week. The University will not apply the language of this Section arbitrarily, capriciously, or for punitive reasons.

For employees assigned to a rotating work schedule, that schedule shall consist of a pattern of "5 days on, 2 days off; 4 days on, 2 days off" and the following provisions shall apply:

- a) Employees so assigned will be eligible only for the recess day that occurs on the Friday following Thanksgiving.
- b) Employees on this rotating schedule shall receive an additional eight (8) hours pay for those weeks in which, due to the rotating schedule, are regularly scheduled for four (4) days in a pay week. For purposes of overtime calculation, these days are considered as work time.

Section 2. Any permanent change in working hours, work shifts, and periods shall be made only after reasonable notice.

Section 3. Temporary changes in working hours, work shifts and periods may be made on a non-overtime basis with respect to employees from any shift with 48 hours notice to the employee under any one of the following circumstances:

- (a) such change occurs during freshmen arrival, commencement, or baccalaureate, or
- (b) such change is made for the purpose of training.

Such temporary changes will be made first from employees on the 6:00 p.m. to 2:00 a.m. shift on the basis of inverse seniority.

Section 4. In the case of temporary changes which are not made under the circumstances described by Section 3(a) and 3(b) of this Article, the Department may use available employees on the 6:00 p.m. to 2:00 a.m. shift on a non-overtime basis to make temporary changes. This selection will be made on the basis of inverse seniority and shall be limited to no more than two (2) officers at any one time. The Department may also use other employees from any shift on an overtime basis to make temporary changes.

Section 5. Notwithstanding the provisions of Sections 3 and 4 of this Article, the Department may temporarily change the working hours, work shifts and periods of detectives, crime prevention officers, and officers assigned to the street crime unit insofar as the regular duties of such employees require. The Department will provide as much notice of such changes as is practicable. It is understood by the parties that these officers will not be used to replace patrol officers on other shifts except in cases of emergency.

Section 6. Nothing in this Article shall be construed to limit the Department's right in its sole discretion to use on a non-overtime basis employees who volunteer for a temporary change in working hours, work shifts or periods. The Department has no obligation, however, to use volunteers when making temporary changes.

Section 7. In the case of bona fide emergencies, the Department may make changes in the working hours, work shifts, and periods of any employee on any shift on a non-overtime basis. Nothing in this Article shall be construed to limit the Department's authority to make such temporary changes.

Section 8. The current regular permanent non-rotating work shifts as of the effective date of this Agreement are:

7:00 a.m.	to	3:00 p.m.
3:00 p.m.	to	11:00 p.m.
11:00 p.m.	to	7:00 a.m.
6:00 p.m.	to	2:00 a.m.
9:00 a.m.	to	5:00 p.m. (Detective Division)

If the University determines to fill vacancies on these shifts (except Detective Division), they shall be filled by bid on the basis of seniority. Three times each year, shift preference shall be open to bid and shall be determined on the basis of seniority with the shift assignments to begin on the second Sundays of January, May and September.

Section 9. There shall be a paid thirty (30) minute lunch period.

Section 10. When required, officers must attend a ten-minute roll call prior to the start of their shifts. Time spent at roll call shall be compensated at the applicable rate pursuant to Article IX (Overtime). Current practice regarding which officers are required to attend roll call shall continue for the duration of the Agreement.

Section 11. Employees will be allowed to swap shifts and/or work days with fellow officers up to three (3) times per year with the requirements that:

- a) Prior permission is obtained from the scheduling officer;
- b) No additional cost is incurred by the University;
- c) Verifiable illness will be the only acceptable reason for absence by either officer involved in the shift and/or workday swap.

ARTICLE IX. OVERTIME

Section 1. All overtime duty shall be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours per day.

Section 2. When an employee is required to return to duty to perform overtime duties, including appearances and trial preparation for criminal, civil and administrative proceedings as a result of his or

her duties as a Yale Police Officer, and when the overtime hours so worked are not contiguous with said employee's regular duty hours, he/she shall be paid not less than four (4) hours pay at the applicable rate.

Overtime pay shall not be subject to the minimum hour provisions when such overtime results from extending a tour of duty on any shift to complete an investigation or work assignment.

Section 3. For the purpose of computing overtime, all paid time shall be considered worked time.

Section 4. Insofar as practicable, all overtime work shall be distributed equitably to all employees without regard to seniority.

Section 5. The Union may designate an employee of the bargaining unit as Overtime Liason Representative who will have access to the scheduling officers for the purpose of obtaining information and offering comment on upcoming overtime assignments.

Section 6. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 7. The University agrees not to arbitrarily change an employee's normal work schedule for the specific purpose of avoiding the payment of overtime (e.g., reducing hours of work in one day because of overtime worked in another).

Section 8. Subject to the withdrawal of the grievance and Unfair Labor Practice, when an employee is required to work two or more hours contiguous with their eight hour shift he/she shall be entitled to a payment of \$15.00.

ARTICLE X. TEMPORARILY WORKING OUT OF CLASSIFICATION

Section 1. An employee, temporarily assigned to perform the duties of a higher classification for a period of more than ten (10) consecutive work days, shall be paid at the rate of the higher classification. The employee's pay shall be determined as if he/she had been promoted to the higher level position.

Section 2. The employee must assume and/or perform the responsibilities and duties that distinguish the higher classification from the employee's classification.

Section 3. All temporary assignments to higher level classifications shall be in writing, and shall be made at the discretion of the Chief of Police or his/her designee.

Section 4. While in a higher classification, the employee shall receive compensation for paid benefit time, if used, at the higher rate.

Section 5. For the purposes of this Article, higher classification shall be defined as the Detective classification (Crime Prevention Unit and Investigative Unit) and all supervisory and command positions within the Yale University Police Department.

Section 6. Temporary assignments to higher classification shall not be arbitrarily rescheduled to avoid temporary assignment pay as provided above.

ARTICLE XI. OUTSIDE EMPLOYMENT

Section 1. No Article or Section of this Agreement shall prevent any employee from holding outside employment, other than police duty, as long as such employment does not conflict with his/her duties as a police officer and as long as such officer has the permission of the Chief of Police, whose permission shall not be unreasonably withheld.

ARTICLE XII. VACATIONS

Section 1. Vacation shall be earned at the rate of two (2) working days per month for each month employed up to a maximum of 22 working days per year. In the first and final months of employment, 10 - 19 days of work earn one vacation day and 20 or more days of work earn two vacation days.

Section 2. The accrual period is the fiscal year beginning on July 1 and ending on June 30. For new employees the accrual period begins on the first day of work. For terminating employees, the accrual period ends on the last day of work.

Section 3. Employees, upon completing 15 or more years of employment will be entitled to bonus vacation days. These extra days will be granted once during each five-year period following 15 years of regular employment.

<u>Years of Total Service Completed</u>	<u>One-Time Bonus Vacation Days</u>
15	5 days
20	10 days
25	20 days
30	25 days
35	30 days
40	35 days
45	40 days
50	45 days

Employees will become eligible for these extra days on the day they complete the required cumulative years of service.

Section 4. At the close of each fiscal year, the employee is credited with the vacation time that was earned in that year. Any unused vacation time from previous years may be added to that amount and the total, not to exceed 44 days, may be carried over into the next fiscal year. If an employee has completed ten or more years of total service, he/she may carry over an additional five unused days per year, to an additional maximum of 20 days.

Section 5. Employees should request vacation time as far in advance as possible, and requests made less than twenty-four (24) hours in advance of the requested vacation time need not be granted by the Department. Insofar as practicable, vacation time will be scheduled to suit the needs of the employee provided the needs of the department are also met. Preference for vacation time shall be by seniority.

Unless authorized by a supervisor, a new employee may not take vacation time during the first six months of employment.

Section 6. Terminal vacation pay for accumulated vacation time will be paid to:

- a. Employees with at least six months of continuous service who resign or who are terminated for cause.
- b. An employee's survivor or estate in the case of an employee's death while an active employee.
- c. Employees whose positions are terminated by the University regardless of length of service.
- d. Retiring employees.

Employees who give at least two weeks notice of resignation will receive a pay check for terminal vacation pay on the next payroll cycle following termination.

ARTICLE XIII. HOLIDAYS AND RECESS DAYS

Section 1. The following holidays shall be recognized as being within the terms of this Agreement:

New Year's Day	Independence Day
Dr. Martin Luther King Jr. Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

For employees working the rotating schedule as defined in Article VIII, Section 1, the above holidays will be observed on the day of the week they occur. For all others, if a holiday falls on Saturday, it will be observed on the preceding Friday; if a holiday falls on Sunday, it will be observed on the following Monday.

When any of the above holidays are observed on an employee's regularly scheduled work day, Sunday through Saturday inclusive, such employee, if he/she does not work, shall be entitled to pay at his/her regular straight-time hourly rate for the number of straight time hours he/she has not been permitted to work by reason of the observation of the holiday, such pay to be called "holiday pay."

Section 2. All work performed on the above holidays will be paid for at one and one-half times (12) the employee's regular straight time hourly rate of pay in addition to his/her holiday pay. To qualify for holiday pay, an employee is required to be present on the working days immediately before and after a holiday unless absent because of bona fide illness or other approved paid benefit time, unless otherwise provided by the Agreement. The employee may apply to the Chief of Police for permission to take a compensatory day off at a later date in lieu of receiving one and one-half (12) times his/her regular rate for working. Such time may accrue subject to Section 6 hereof. Employee requests to take compensatory time off in lieu of cash payment shall not be denied arbitrarily or capriciously. Compensatory time must be taken by June 30th of the same fiscal year in which the time accrued.

Section 3. When a holiday is observed while an employee is absent on authorized sick leave, no charge

against his/her accrued sick leave will be made for that day. He shall receive eight (8) hours of holiday pay instead.

Section 4. Should a holiday fall on an employee's regular day off, said employee shall be granted eight (8) hours of holiday pay for that day or, in the alternative, may elect to accrue a compensatory day for use at a later date in the amount of eight (8) hours. Such time may accrue subject to Section 2 and 6 hereof.

Section 5. Should a holiday occur on an employee's regular day off during an employee's paid vacation, said employee shall be granted eight (8) hours of holiday pay for that day, or, in the alternative, may elect to accrue a compensatory day for use at a later date in the amount of eight (8) hours. Such time may accrue subject to Section 2 and 6 hereof.

Section 6. Subject to Section 2, 4 and 5 hereof, an employee may accumulate up to forty (40) hours of compensatory time for use at a future date. An employee may not accrue additional compensatory time unless the total of his or her accrued compensatory time has been reduced below forty (40) hours through actual use of the time. To be able to accrue additional compensatory time, the employee's bank of time must be sufficiently below forty (40) hours so as to allow the accrual in a four (4), eight (8) or twelve (12) hour amount as determined by the amounts of accrued compensatory time in the employee's bank. An employee with the following amounts of accrued compensatory time in the employee's bank is required to take the specified amounts of compensatory time if the employee opts for compensatory time in lieu of full paid time:

Scheduled Work Day (Twelve (12) Hours)

If an employee has twenty-eight (28) hours or less in the bank, the employee must take all twelve (12) hours in compensatory time only. If an employee has twenty-nine (29) to thirty-two (32) hours in the bank the employee must take eight (8) hours in compensatory time and the remaining four (4) hours in paid time. If an employee has thirty-three (33) to thirty-six (36) hours in the bank, the employee must take four (4) hours in compensatory time and the remaining eight (8) hours in paid time.

Scheduled Day Off (Eight (8) Hours)

If an employee has thirty-two (32) or less hours in the bank, the employee must take eight (8) hours in compensatory time. If an employee has thirty-three (33) to thirty-six (36) hours in the bank, the employee must take four (4) hours in compensatory time and the remaining four (4) hours in paid time.

Section 7. An employee absent from work due to a work related injury, i.e., on Workers' Compensation, accrues compensatory time for Holidays and Recess days that occur during the employee's absence from work. This compensatory time accrues at the rate of eight (8) hours per day, and such employee may accumulate compensatory time in excess of 40 hours. Upon return to work the employee must meet promptly with the scheduling officer to schedule all of his or her compensatory time in excess of 40 hours. In any event, such employee will not be permitted to accrue any additional compensatory time until the aggregate total of accumulated time is reduced below 40 through the actual use of such time.

Section 8. In addition to the above listed holidays, the Friday after Thanksgiving, the last weekday before the day officially observed as the Christmas holiday, and the four (4) working days that fall between Christmas and New Year's Day are recognized as recess days and shall be compensated in the same amount and manner as the listed holidays, except as modified by Article VIII, Section 1(a).

Section 9. No pyramiding of compensatory days is permitted.

ARTICLE XIV. PERSONAL BUSINESS TIME

Section 1. Each employee, after completing 90 days of employment, 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 (July 1-June 30).

Section 2. An employee must give his/her supervisor as much advance notice of the desired personal time as is practicable. Requests for use of personal business time will be granted based on the department's operational requirements and shall not be denied arbitrarily or capriciously.

Section 3. Personal business time shall not be used to extend a vacation except by mutual agreement of the employee and the employee's supervisor, nor shall they be counted in computing terminal vacation pay.

ARTICLE XV. PROBATIONARY PERIOD

Section 1. A new employee shall be employed on a probationary basis for twelve (12) months from his/her date of employment. During this probationary period the University may terminate the employment of an employee for any reason and such termination may not be challenged through the grievance procedure provided by this Agreement. Any leave of absence granted during this probationary period shall result in an extension of the probationary period for a period equal to the length of such leave.

ARTICLE XVI. GRIEVANCE PROCEDURE

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

Section 2. Grievances shall be handled in the following manner:

Step 1. The affected employee, with or without his/her Steward, shall promptly discuss the grievance with his/her immediate supervisor. The supervisor may have present a representative of the University's Department of Human Resources if the supervisor desires. If the grievance is not settled, the grievant may reduce the grievance to writing. The written grievance must include:

- a. Name of the grievant;
- b. Date of the incident complained of;
- c. Section of the Agreement allegedly violated;
- d. The facts which constitute the wrong complained of; and
- e. The relief sought.

The supervisor will provide a written answer to the grievant within seven (7) days of receipt of the written grievance.

Step 2. If the grievance is not resolved at Step 1, the employee may file a written grievance with

the Chief of Police, or his/her designee, within fourteen (14) days after the receipt of the first step response. The written grievance must include the same information described in Step 1.

Within seven (7) days after receipt of the written grievance, the Chief of Police, or his/her designee, and a representative of the University's Department of Human Resources shall meet with the grievant and the Union Steward to discuss the grievance, and the Chief of Police shall provide a written response to the grievant within seven (7) days of this meeting.

Step 3. If the grievance is not resolved at Step 2, the Union may appeal the grievance to Step 3 by giving a written notice of such appeal to the University's Associate Vice President for Human Resources, or his/her designee, within seven (7) days of the written response from Step 2. The Associate Vice President for Human Resources, or his/her designee, shall meet with the grievant, the Steward, and an Officer of the Union to discuss the grievance within fourteen (14) days of the Union's appeal to Step 3, and shall give the Union a written answer to the grievance within seven (7) days after such meeting.

Step 4. If the grievance is not resolved at Step 3, the Union may appeal the grievance to arbitration by giving written notice of such appeal to the University's Associate Vice President for Human Resources, or his/her designee, within fourteen (14) days of the written response from Step 3.

Section 3. The YPBA and the University will employ a mediation process on a case-by-case basis when they mutually agree to do so, to take place after Step 3 but before any Arbitration Hearing in Step 4 of the Grievance Procedure. The process to be employed is the one outlined by the Federal Mediation and Conciliation Service (FMCS) in the "Mediation Agreement" described in Appendix I of this Agreement. It is understood that the required "Mediation Agreement" as referenced may change from time to time as the FMCS may deem necessary and that any such changes will be incorporated in this Agreement as a modification to Appendix I.

Section 4. Grievances appealed to arbitration shall be handled in the following manner:

- (a) When a grievance is appealed to arbitration, the parties shall request a panel of arbitrators from the Federal Mediation and Conciliation Service within ten (10) days after receipt of written notice provided in Step 4 above. Either party may reject the first panel of arbitrators in its entirety and request a second panel of arbitrators within seven (7) days of the receipt of the first panel. From the panel to be used each party shall alternately strike, and the name remaining shall be the arbitrator for the grievance. The party to strike first from the panel shall be decided by coin flip.
- (b) Hearings shall be held on campus at a mutually agreed time.
- (c) Any briefs to be filed shall be filed within fourteen (14) days after the end of the hearing.
- (d) Each party shall bear the expenses of its representatives and witnesses. The University shall grant unpaid release time for Union witnesses, subject to operational considerations, when such witnesses are working their normal work shift.
- (e) The parties shall split the fees and expenses of the arbitrator and the costs, if any, of the hearing facilities.

- (f) The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.
- (g) The award of the arbitrator shall be final and binding on these parties.
- (h) Nothing herein shall prevent the parties from mutually agreeing upon an arbitrator.
- (i) Either party may request that a stenographic record be kept of the arbitration proceeding, and absent any prior agreement to the contrary, the requesting party will bear the cost of providing such record. Copies of the stenographic record must be provided to the Arbitrator and the opposing party

Section 5. The Union may elect at Step 4 to submit a grievance to an Expedited Arbitration Procedure subject to the following terms:

- (a) The grievance must be over a disciplinary action up to and including a five-day suspension.
- (b) Before a grievance can be heard in an Expedited Arbitration Procedure, the parties must have submitted the grievance to mediation as outlined in Section 3. The University may not unreasonably withhold its agreement to submit the matter to mediation.

Section 6. Grievances appealed to expedited arbitration shall be handled in the following manner:

- (a) When a grievance is appealed to arbitration, the parties shall request a panel of fifteen (15) arbitrators from the Federal Mediation and Conciliation Service within ten (10) days after receipt of written notice provided in Step 4 above. Within the rules permitted by the FMCS, each party may submit names of arbitrators to be excluded from the list to be supplied. Each party shall alternately strike, and the name remaining shall be the arbitrator for the grievance. The party to strike first from the panel shall be decided by coin flip. In the event an arbitrator so selected is not available, the parties may repeat the process to select another name from the same panel.
- (b) Hearings shall be held on campus at a mutually agreed time. Awards are expected to be completed as soon as possible after the close of the hearing, and these awards are expected to be brief, concise, and not require extensive written opinion or research time.
- (c) Unless it is mutually agreed otherwise, all hearings will be conducted within one day, and no post-hearing briefs be filed.
- (d) Each party shall bear the expenses of its representatives and witnesses. The University shall grant unpaid release time for Union witnesses, subject to operational considerations, when such witnesses are working their normal work shift.
- (e) The parties shall split the fees and expenses of the arbitrator and the costs, if any, of the hearing facilities.
- (f) The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.

- (g) The award of the arbitrator shall be final and binding on these parties.
- (h) Nothing herein shall prevent the parties from mutually agreeing upon an arbitrator.
- (i) Unless the parties mutually agree otherwise, no stenographic record or transcript will be kept of the arbitration proceeding.

Section 7. When the University fails to render a decision within the time limits specified in the Grievance Procedure, the Union may proceed to the next step of the Grievance Procedure.

Section 8. Time limit extensions beyond those stipulated in the Grievance Procedure may be arrived at by mutual agreement of both parties concerned and in writing.

Section 9. Any employee may request a Union representative at any investigative interview which he/she reasonably anticipates may lead to disciplinary action against him/her, as prescribed by applicable decisions of the National Labor Relations Board.

Section 10. The Union shall be entitled to submit grievances in the name of the Union concerning violations of this Agreement.

Section 11. A grievance affecting more than one (1) employee or a class of employees may initially be presented by the Union at Step 2, subject to the time limits that apply to that step. In processing such grievance through the procedure, one grievant shall represent the class of employees identified as grievants. Grievances regarding disciplinary suspension or termination, and/or other actions taken by the Chief of Police, may be filed initially to Step 2.

Section 12. Any grievance not grieved in writing within twenty-eight (28) days from the date the grievant or a Union representative or Steward knew or through reasonable diligence should have known of the first occurrence of the event or condition giving rise to the grievance shall be waived, except that grievances filed regarding disciplinary action must be filed within fourteen (14) days of the employee having been notified of the disciplinary action.

Section 13. This Grievance Procedure shall not prevent any employee from dealing directly with a supervisor concerning any problem, provided that no grievance can be settled without the Union's consent.

Section 14. Nothing in this Agreement shall be construed to modify, nullify, amend, or subtract from the functions and procedures of the Police Advisory Board, unless so specified.

Section 15. For the purposes of this Agreement, days shall mean calendar days, unless otherwise specified.

ARTICLE XVII. DISCHARGE, DISCIPLINE AND CIVILIAN/INTERNAL COMPLAINTS

Section 1. The University shall not remove, dismiss, discharge, suspend, fine, reduce in rank, or otherwise discipline any employee in the bargaining unit who has completed the one year probationary period except for just cause and such employee shall have the right to grieve disciplinary action through use of the grievance procedure (Article XVI). All matters of discipline shall be administered solely by Yale University.

Section 2. If any disciplinary investigation, including an Internal Affairs Investigation, is initiated by the University against any employee primarily on the basis of a specific charge or complaint arising outside or inside the department, the employee involved will be advised of the charge or complaint which forms the basis of the investigation or will otherwise be advised of the nature of the investigation no later than at the outset of an investigatory interview. If the charge or complaint is in writing, the employee involved shall receive a copy thereof when he/she requests same in writing, not later than three (3) days after such request. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the investigation.

Section 3. Employees who are subject to an investigatory interview, whether or not in the context of an internal affairs investigation, shall be allowed Union representation upon request. A request for representation may not unduly delay the interviews, which delay, in any case, shall not exceed two hours. In cases in which the facts, in a claim against an employee, if proven, would constitute criminal behavior, the employee may refuse to answer questions on the grounds that the answer would tend to incriminate him or her, unless the University elects to provide protection under the Garrity doctrine to the extent provided under the law. It is understood that the decision to invoke Garrity is at the sole discretion of the University. In the context of a formal internal affairs investigation, during an investigatory interview, no more than two (2) interviewers may question an employee at one time. The employee will be advised no later than at the outset of the interview of the nature of the investigation.

Section 4. When an employee is ordered to respond to an investigatory inquiry in writing, such employee will be permitted to discuss the matter with a Union representative prior to submitting the written response, provided that such discussion shall not delay the written response, which must be provided within twenty-four hours of the end of the employee's work shift.

Section 5. Where consistent with applicable law, if a police officer uses deadly physical force upon another person which results in the death or serious injury of such person, he or she shall have the right to postpone rendering a statement to the University on the matter for up to 24 hours, during which time he or she may consult with an attorney, which will not be at the University's expense.

Section 6. Whenever a civilian complaint is made against an employee or group of employees of the department relating to his or their conduct as an officer, or the manner in which such employee discharges his/her duties, and such complaint results in a formal hearing before the Police Advisory Board, or subcommittee thereof, said employee shall be entitled to be represented by, if he/she so desires, an attorney of his/her own choice and for which attorney he/she shall be responsible for payment. An employee may, for good reason, request rescheduling his or her hearing date and such request shall not be arbitrarily or capriciously denied.

Section 7. In the event that a Police Advisory Board recommendation results in disciplinary action against an employee, it is understood that any disciplinary action issued as a result must meet the standards of just cause as described in Section 1 of this article. An employee's sole recourse within the University for appeal of such action shall be the grievance procedure of this Agreement.

Section 8. The University will provide the Union annually with a list of the Police Advisory Board members and the current Rules and Procedures of the Board.

Section 9. An employee who is absent from work without leave for five (5) or more consecutive working days without notifying his/her supervisor shall be deemed to have voluntarily resigned his/her employment with the University, unless the employee shows good cause why he/she could not notify the University.

Section 10. If, during an investigatory interview, the University chooses to tape record either the interview of or a statement by the accused, the Union shall also be allowed to tape record the same proceeding.

Section 11. No disciplinary action shall be issued for any offense known to the University which occurred more than forty-five (45) scheduled working days prior to the date of the disciplinary action. This section shall only apply to non-criminal investigations.

Section 12. Whenever it becomes necessary for a supervisor to discipline an individual employee, the supervisor shall endeavor to conduct the disciplinary discussion in a fashion calculated to avoid embarrassment and public display.

Section 13. The department will remove records of oral counselings and disciplinary action from employee personnel files for the purposes of progressive discipline, consistent with legal requirements, as follows:

- **Oral Counseling:** One year of active duty (e.g., not on leave of absence), provided the employee was not disciplined during the intervening twelve months from the date of issuance of the reprimand.
- **Oral Reprimand:** One year of active duty (e.g., not on leave of absence), provided the employee was not disciplined during the intervening twelve months from the date of issuance of the reprimand.
- **Written Reprimand:** Two years of active duty (e.g., not on leave of absence), provided the employee was not disciplined during the intervening 24 months from the date of issuance of the written reprimand.
- **Suspension:** Three years of active duty (e.g., not on leave of absence), provided the employee was not disciplined during the intervening 24 months from the date of issuance and the written reprimand. Such removals in these circumstances do not include retroactive pay.

Section 14. An employee who is suspended pending investigation (i.e., where the suspension is not the final disciplinary action) may use vacation time to cover the period of suspension up until a final disciplinary action is imposed.

ARTICLE XVIII. LAYOFF AND RECALL

Section 1. For the purposes of Sections 1, 2, and 3 of this Article the term "layoff" refers only to an action taken by the University to reduce the size of the workforce. If the University determines that it is necessary to make layoffs, employees shall be laid off in the inverse order of their seniority.

Section 2. Employees physically able to do the work to the same extent that they were able to do the work at the time of layoff, shall be considered for recall from layoff according to their seniority and shall have such recall rights for a period not to exceed two (2) years. Upon recall, the employees shall be restored to the rate of pay for their classification and shall receive seniority credit for the period of said layoff.

Section 3. Non-probationary employees must be given written notice of an impending layoff as soon as practicable but not less than sixty (60) calendar days prior to the effective date. If the University Police Department wishes to do so, it may provide the employee with pay in lieu of notice, but such pay should ordinarily not be for more than thirty (30) calendar days. Exceptions must be approved by the Director of Labor Relations, Department of Human Resources.

Section 4. A laid-off employee shall be eligible to receive wage continuation payments equal to one week's wage for each completed year of service. Such payments may continue for the duration of the layoff, but in no case may exceed the employee's eligible number of weeks. Weeks of eligibility for which the employee has already been paid may not be re-counted or re-used for additional layoff periods.

ARTICLE XIX. INDEMNIFICATION

Section 1. The University will provide indemnification for all employees to the extent required under applicable Connecticut law.

Section 2. In the event that an officer becomes subject to disciplinary proceedings by the New Haven Department of Police Services as a result of conduct while in the course of performance of the officer's duties, the officer may secure the assistance of legal counsel. The University Police Department, to the extent permitted by the Connecticut General Statutes, Section 33-454(a), shall reimburse the officer for the reasonable costs of counsel in the event such disciplinary or other proceedings terminate without a formal finding that the officer committed a wrongful act. "Reasonable costs of counsel" under this paragraph shall be determined in consultation with appropriate University officials, if possible prior to commencement of the proceedings. In extraordinary circumstances, the Police Advisory Board may recommend to the Secretary of the University that the University pay the officer's legal fees (in whole or in part) in those cases in which such payment would not ordinarily be required under the terms of this paragraph.

ARTICLE XX. SENIORITY

Section 1. Seniority will be used to determine preference among equally qualified employees in the same job classification when opportunities for changes in shift occur pursuant to the provisions of Article VIII (Hours of Work), to determine the order of layoff and recall of employees pursuant to the provisions of Article XVIII (Layoff and Recall), and the assignment of vacation.

Section 2. The Yale University Police Department shall furnish the Union with an up-to-date department seniority list for the bargaining unit, together with the classification and rate of pay of each employee on such list. Said list shall also be given to the Union President not less frequently than annually.

Section 3. Seniority for employees in the bargaining unit shall be defined as the total length of continuous service with the Yale University Police Department since the employee's most recent date of hire.

Section 4. Seniority shall be broken only by discharge for just cause, resignation, voluntary quit, unauthorized absence, layoff in excess of two (2) years, retirement, or leave(s) of absence in excess of one (1) year.

ARTICLE XXI. PENSION

Section 1. The University will maintain the Yale University Retirement Plan for Staff Employees in full force and effect, subject to the currently applicable eligibility and other provisions of such Plan and to any amendments necessary to conform with applicable state and federal regulations.

Section 2. Effective July 1, 2004, the minimum retirement age for employees retiring under the Yale staff Retirement Plan is age 50, subject otherwise to the "Rule of 70," and the pension multiplier that applies will be 2.5% for all salary ranges.

Section 3. Effective July 1, 1993, Section 5.6 of the Yale University Retirement Plan for Staff Employees (Suspension of Benefits on Re-employment) will only apply if the retiree is re-employed to a YPBA bargaining unit position.

Section 4. An Employee retiring on or after July 1, 2004 will be paid out 25% of the Employee's accumulated sick time at retirement and the 75% balance will be applied toward the Employee's years of service as specified below. Any Employee retiring on or after January 20, 2008 will be paid out 50% of the Employee's accumulated sick time at retirement and the 50% balance will be applied toward the Employee's years of service as specified below. Such retiring Employee 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 Employee may have. An employee 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.

Section 5. Effective December 2, 1998 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 XXII. HEALTH INSURANCE

Section 1. An employee 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 an employee and the employee's dependents (as presently defined in the plan).

Section 2. Each Employee 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 an employee elects such option, the Employee 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 an employee elects such option, the employee 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) Employees will be eligible to participate in the Century Preferred option. If an Employee elects such option, the Employee will contribute each month in advance for the following month's coverage in accordance with the following schedules and provisions:

Single	301.83
2 Pers	577.35
Family	696.48

Employee contributions for the period beginning July 1, 1998 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

- (d) If an employee elects any other Health Maintenance Organization (HMO) offered by the University in lieu of the above plans, and the subscription charge required for the Employee'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 employee will contribute an amount equal to the balance of the required premium.

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

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

Section 3. An employee's and the employee's dependents' coverage under the applicable medical plans shall cease at the end of the month in which the Employee ceases to be an Employee, except that a former Employee may convert the applicable group coverage to direct payment personal coverage where that option is available or to 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 an Employee who is laid off for the month in which the Employee is laid off and for the following month. An employee granted a leave of absence may continue participation in the plans in accord with University policy.

Section 4. Effective July 1, 2004 for employees enrolled in the Yale Health Plan, 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.

Section 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 Employees by the Yale Health Plan except pursuant to agreement with the Union.

Section 6.

- (a) For retirees with ten or more years of service and who commence receiving benefits under the Yale Staff Retirement Plan, the University will continue to make available at no cost to the employee the health insurance benefits the employee and spouse were eligible to receive before retirement.
- (b) No later than January 1, 1999, a Medicare Risk HMO will be substituted in place of Medicare, Blue Cross 65 High Option and Blue Shield 65 B Plan 81 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.
- (c) The Medicare Risk HMO will have copays and primary features at least equivalent to the US Healthcare Medicare 5 plan plus an unlimited prescription rider after a \$10 per prescription copay and out of network option after copays 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.
- (d) The existing Medicare 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 Medicare B Blue Cross 65 High Option and Blue Shield 65 Plan 81 and Yale University Major Medical plans.
- (e) The University shall give serious consideration to any advice or comments from the Union in connection with any renewal of the Medicare Risk HMO contract.
- (f) In items (b) and (d) above, the benefits of the plans will be defined in terms of the current level of benefits as provided by the ITT Hartford and CIGNA plans.

ARTICLE XXIII. LIFE INSURANCE

Section 1. Effective at the start of the month following the month in which an employee completes ninety (90) days of employment, the University will provide a \$20,000 life insurance benefit, at no cost to the employee.

Section 2. An employee may elect to purchase term life insurance coverage equal to either one (1); two (2), three (3), four (4) or five (5) times the employee'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 employee take and pass a physical examination to be eligible to purchase this insurance.

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

Section 4. The University shall continue to provide a group "line of duty" accidental death and dismemberment policy for members of the bargaining unit. The benefit level shall be \$100,000 payable at the death of the insured or scheduled amounts for loss of hand(s), feet, or eyes.

Section 5. The spouse of an employee who dies and who is eligible to receive the "line of duty" AD&D death benefit will continue to receive health coverage in the same manner, including coverage for eligible family members, had the spouse not died. This coverage will continue until the earlier of: 1) when the spouse remarries; or 2) when the spouse becomes eligible for other similar health coverage; or 3) the time at which the employee would have reached normal retirement age; or 4) when the spouse retires or reaches normal retirement age.

Section 6. For an employee with ten (10) years of credited service who both retires from the University and commences receiving benefits from the Yale Staff Retirement Plan on or after July 1, 2004, the University will provide a life insurance policy in the face amount of \$5000

ARTICLE XXIV. DENTAL INSURANCE

Section 1. The University shall continue to make available to employees a Dental Care Plan providing dental benefits comparable to those currently available to employees in the bargaining unit. Employees who wish to have eligible dependents covered by the plan may elect to do so by contributing the cost of such additional coverage, but Employees 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 of such dependent coverage. Any additional payments by the employee will be through payroll deductions.

ARTICLE XXV. LONG TERM DISABILITY

Section 1. The University will continue to provide long-term disability insurance at no cost to the employee. The provided insurance program is the "Yale University Long Term Disability Plan", Policy No. 351864, that is currently provided for exempt University employees.

Section 2. For employees injured in the line of duty (defined as sustaining an illness or injury when effecting or attempting to effect an arrest, while responding to calls for police service of an emergency nature, or while handling calls of a hazardous nature) or injured while on duty in the scope of their employment (defined as sustaining an illness or injury as the result of the specific discharge of duty, but excluding illnesses not directly arising out of police activities and chronic illnesses or conditions such as heart or hypertension conditions) the following enhancements will be provided when the LTD benefit commences and will continue for as long as the LTD benefit is provided:

- a. An affected employee will be eligible for health insurance benefits in the same manner and at the same employee contribution rates as are in effect for active employees. If and when an LTD becomes eligible for alternative health care coverage, he or she shall elect such coverage if, and only if, such alternative coverage is substantially equivalent to the pre-selection coverage provided by Yale University, as to benefits, access, co-pays, co-insurance, and employee premium co-shares. When such alternative coverage ceases, the LTD recipient shall revert back to the Yale insurance coverage.

- b. An affected employee with less than 25 years of pension service credit will accrue additional pension service credit at the rate of one year of service for every year he or she receives the LTD benefit. An employee's accrual will continue in this manner until he or she reaches a total of 25 years service.

Section 3. An employee injured in the line-of-duty (as defined in Section 2 above) and collecting a LTD benefit will be permitted to earn 100% of his or her former earnings, as indexed in the LTD plan, in a combination of LTD benefits plus additional earnings before a dollar-for-dollar reduction of the LTD benefit takes place.

ARTICLE XXVI. UNIFORMS AND EQUIPMENT

Section 1. As soon as is practical after being hired, a Police Officer will be issued uniforms and equipment in accordance with the Department's published "Initial Issue of Uniforms" list, which will include Class A uniforms. Annually thereafter non-probationary officers may use a clothing allotment for the purpose of uniform replacement. Officers may use the allotment to purchase authorized items from approved vendors, as specified in the Department's general orders. The list of authorized items includes both the "Initial Issue" list and a list of "Additional Items." Additions and deletions may be made by the Department as needed, and the Department will consider suggestions from Officers regarding the selection of authorized items.

Section 2. The "Additional Items" list shall include bulletproof vests and work shoes, subject to Department specifications.

Section 3. Officers will be required to maintain their clothing and equipment in a manner deemed acceptable by Department standards.

Section 4. Detectives may use their clothing allotment on items other than those listed on the authorized lists, subject to Department approval.

Section 5. The annual clothing allotment will increase according to the following schedule:

Effective:	July 1, 2002	Amount:	\$650
	July 1, 2003		\$700
	July 1, 2004		\$750
	July 1, 2005		\$800
	July 1, 2006		\$850
	July 1, 2007		\$900
	July 1, 2008		\$950
	July 1, 2009		\$1000

Section 6. The annual cleaning allowance, according to the following schedule, will be paid out in a lump sum in the pay period next following July 1 of each year.

Effective:	July 1, 2002	Amount:	\$300
	July 1, 2006		\$350
	July 1, 2007		\$400
	July 1, 2008		\$450

July 1, 2009

\$500

Section 7. Once during the period encompassed by this Agreement, each employee who purchases a bullet-proof vest shall receive a one-time stipend of \$300.

Section 8. In conformance with General Order #304, during each contract year, the University will repair or replace personal clothing, eyeglasses and watches not to exceed the actual cash value of such items or currently \$500, whichever is less, that are damaged, destroyed or lost in the line of duty. In the event of a dispute, the dispute shall be subject to the grievance procedure.

ARTICLE XXVII. SICK AND INJURY LEAVE

Section 1. After ninety (90) days of continuous service an employee required to be absent from work because of the employee's illness or injury shall be entitled to sick leave with pay for the straight-time hours not worked by the employee due to such illness or injury to the extent of the employee's sick leave allowance.

Section 2. An employee's sick leave allowance shall be twelve (12) days per fiscal year (July 1-June 30), except that, for the fiscal year in which the employee is hired, the employee's sick leave allowance shall be one (1) day for each month in which the employee 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 and forty (240) days.

Section 3. An employee required to be absent due to illness or injury must notify his/her supervisor and shall use his/her best efforts to give such notice at least four (4) hours prior to the commencement of such absence and thereafter as is reasonably required by the supervisor during the duration of the absence. The employee shall use his/her best efforts to notify his/her supervisor at least four (4) hours prior to returning from such absence.

Section 4. To qualify for sick leave pay, an employee is required to be in fact unable to work due to illness or injury. The University may require an employee to submit medical proof of absence if reasonable grounds exist that his/her absence was not due to illness or injury. The University may also require proof, before an employee returns to work, that he/she is physically fit to return. Any employee who is found to have obtained sick leave pay under false pretenses is subject to discipline.

Section 5. If an employee with at least one (1) year of service dies while on the active payroll of the University, the employee's designated beneficiary shall be paid any unused accumulated sick leave pay which would have been payable to the employee if the death had not occurred.

Section 6. No sick leave shall be charged for injuries sustained in the line of duty. If the employee loses time because of an injury or occupational disease as defined by the Workers' Compensation Act for the State of Connecticut, the University shall supplement Workers' Compensation by an amount which makes up the difference between Workers' Compensation and the employee's regular straight time rate of pay until he/she achieves maximum medical improvement or returns to work or receives a service-connected disability pension.

Section 7. An employee who reports a non-work-related illness or injury and who has exhausted his or her accumulated sick leave will, at his or her option, be entitled to use accrued vacation or personal time.

The employee must present a valid physician's statement indicating that the employee is unable to work due to the illness or injury.

Section 8. Employees shall be charged the amount of hours actually used as sick time when they do not complete their full shift.

ARTICLE XXVIII. DISABILITY LEAVE

Section 1. A disability leave of absence without pay shall be granted for non-job-related illnesses or injury, including disability related to pregnancy and childbirth. Absences due to work-related disability are covered by Workers Compensation policies and procedures.

Section 2. A disability leave for non-job-related illness or injury shall be granted for up to 12 months and will be extended upon request for additional periods of 12 months, up to an aggregate total of five years, if the disability continues

A physician's statement is required prior to the granting of a disability leave. The length of the leave granted may depend upon physicians' statements as to the employee's condition or as otherwise provided. Use of sick, personal, or vacation time accumulated prior to the commencement of a disability leave of absence is at the employee's discretion provided it is used within the first twelve (12) months of the Leave of Absence.

Section 3. The University will continue to pay all group welfare benefits for the employees during the first six months of disability leave. Thereafter, COBRA benefits, if applicable, may be used. The employee shall continue to receive pension credit per the provisions of the Staff Retirement Plan for the initial twelve (12) months of the leave.

Section 4. An employee on disability leave will continue to accrue vacation and sick time during the first twelve (12) months of the leave for use after the employee has returned to a regular position, but at least 30 calendar days must elapse after return before such time can be used. Seniority will also continue to accrue for the first twelve (12) months of the leave.

The employee is not eligible for pay for any holidays or recess days that occur during the leave nor for tuition assistance.

Section 5. An employee may return to work from a Leave of Absence of 12 months or less provided he or she is capable of doing the work and is certified or able to be certified as a Police Officer. In addition to these requirements, for an employee returning from a Leave of Absence extended beyond 12 months, there must be an existing vacancy available. If no vacancy exists, he or she shall be treated as a laid off employee pursuant to Article XVIII.

The Department will apply to POST, the state certifying agency for police officers, for certification extensions in order to accommodate an officer's re-certification.

The returning employee must confirm his/her intention to return by informing the department supervisor at least two weeks prior to the end of the leave.

Upon return from a disability leave for non-job-related illness or injury, the University may require

medical certification or an examination by the University Health Service to be certain that the employee's health permits safe return to work.

If a dispute exists as to the employee's ability to return safely to work, the physician representing the University and the physician representing the employee shall mutually select a third physician, at the University's expense, to render an opinion. The decision to permit the employee to return or not to return to work shall be based on a preponderance of the medical evidence.

Section 6. An employee who accepts employment elsewhere, except as approved by the University in advance of the leave, applies for Unemployment Compensation in Connecticut or any other state, or fails to return to work on the date agreed upon, is considered to have voluntarily resigned.

Section 7. An employee may apply for and receive LTD benefits while on a disability leave of absence.

ARTICLE XXIX. CHILD-REARING LEAVE

Section 1. Child-rearing leave without pay is available to non-probationary employees who wish to devote their time to caring for a newborn or newly adopted child. A parent wishing to remain home with a newborn or newly adopted child shall be granted such a leave.

Section 2. Child-rearing may extend for up to six months. In instances of maternity, child-rearing leave is granted in addition to the period of pregnancy disability. An employee may use accumulated vacation, personal, and sick time at the commencement of the leave, but in no event can the total absence exceed six months, including any paid time taken.

Section 3. The University will continue to pay all group welfare benefits for employees on child-rearing leave, for a period not to exceed six months. An employee on child-rearing leave will continue to accrue vacation and sick time for use after the employee has returned to a regular position, but at least 30 calendar days must elapse after return before such time can be used. While on leave the employee is not eligible for pay for holidays or recess days which occur during the leave or for tuition assistance.

Section 4. The returning employee must confirm the intention to return by informing the department supervisor at least two weeks prior to the end of the leave.

Section 5. An employee who accepts employment elsewhere, except as approved by the University in advance of the leave, applies for Unemployment Compensation in Connecticut or any other state, or fails to return to work on the date agreed upon, is considered to have voluntarily resigned.

Section 6. Employees will be provided with family and medical care leaves to the extent required by federal and state law.

ARTICLE XXX. BEREAVEMENT LEAVE

Section 1. In the event of a death in the immediate family, leave with pay not to exceed three (3) days shall be granted to employees who have completed ninety (90) days of employment. The immediate family shall include parent, parent-in-law, legal guardian, stepparent, brother, sister, spouse, child, grandparent, or other person living in the employee's household. In the event of the death of an employee's spouse or parent, the employee will be eligible for leave with pay for up to two (2) additional days.

If additional time is necessary, an employee may apply to the Chief of Police for permission to use personal business time. In his/her sole discretion, the Chief of Police may also allow the employee to use vacation time or may approve a personal leave.

ARTICLE XXXI. JURY DUTY.

Section 1. An employee who is absent from work because he/she was required to serve on a jury shall be paid the difference between the jury duty pay (excluding any travel allowance) and his/her regular straight time pay.

ARTICLE XXXII. SCHOLARSHIP PLAN FOR SONS AND DAUGHTERS OF THE FACULTY AND STAFF OF YALE UNIVERSITY/TUITION REIMBURSEMENT

Section 1. Yale University maintains a scholarship grant program for sons and daughters of eligible University staff. Under the Plan, the University makes grants of tuition and certain fees up to stated maximums to the institution of attendance. To qualify, both employee and child must satisfy certain criteria:

- a. The parent must be a full-time member of the staff and have completed six continuous years of full-time service or alternative service as defined in Section III.B of the Plan.
- b. The student applicant must be admitted to a bachelor's degree program in an accredited institution in a course of study intended to begin upon completion of secondary school and to be completed in eight semesters. He or she must be enrolled full time. The student is required to maintain an academic record meeting the school's standards for financial aid.
- c. Students will not be eligible for scholarships for any semester which begins after they reach their 25th birthday.

Section 2. Scholarship grants are paid directly to the institution of attendance and are not payable to the student or employee. Applications must be made well in advance of each semester and awards will be made on a semester-by- semester basis. The application deadline for the fall semester is July 1; for the spring semester, November 1; and for the summer semester, April 1. Scholarships up to the limit approved by the Yale Corporation from time to time may be awarded for any semester.

Section 3. The University agrees to continue the current employee tuition reimbursement program for the

duration of the Agreement. The maximum annual reimbursement under the Tuition Assistance for NonYale Courses or Degree Programs shall be increased to \$3,500 per year 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.

ARTICLE XXXIII. MORTGAGE LOAN PROGRAM

Section 1. Regular employees who are scheduled to work 20 hours or more each week and who meet the credit requirements of the lending institutions may qualify for University assistance in obtaining first mortgages on their principal residences. Subject to terms and conditions spelled out in the Treasurer's Office Manual, application may be made for a mortgage loan from a participating bank, at a slightly lower interest rate than that generally in effect, with provision for payment through payroll deduction. The University provides a limited guarantee to the bank with respect to these mortgages but does not directly support them from its own funds. Availability of mortgages depends on conditions in the local financial market.

Section 2. In appropriate cases and where special hardship exists, upon the approval of the Treasurer, the University may make a second mortgage loan from its own funds. Application for a second mortgage must be made not later than 12 months after the date of the first mortgage.

ARTICLE XXXIV. BULLETIN BOARDS

Section 1. The University shall provide bulletin board space for the posting of Union notices.

Section 2. Upon request of the Union, the University shall provide, in a timely manner, but in no case later than five (5) days after such request was made, a copy of any written material pertaining to administrative matters posted on the police department bulletin board or read at department lineups, including but not limited to, memos, letters and directives. This provision does not apply to material posted or discussed pertaining to law enforcement or other like matters.

Section 3. When practical and feasible to do so, the Department will post announcements when it is seeking candidates to attend certain training opportunities.

Section 4. The Department will mail job postings and other posted material relative to assignments to the homes of employees who might not have an opportunity to see the postings.

ARTICLE XXXV. FIELD TRAINING OFFICERS

Section 1. Patrol Officers will be appointed to serve Field Training Officers (FTO) in the manner described below:

- a. All interested persons are to submit letters of interest to the Chief's office.
- b. The Chief will appoint an FTO Selection Committee in January of each year. The

Committee will be charged with the responsibility to appoint FTO's. The Committee will be comprised of the following:

- I) The Patrol Coordinator
 - ii) A Shift Commander (lieutenant)
 - iii) A Patrol Supervisor
 - iv) Two (2) FTO's
- c. The FTO Selection Committee will review the performance of all FTO's no less than annually; FTO's will retain their designation subject to the review. The Selection Committee will appoint additional FTO's as needed, up to a maximum of three per shift.
- d. The FTO Selection Committee will base its decision on the following criteria:
- I) Interpersonal skills
 - ii) Report writing skills
 - iii) Knowledge of State and other applicable laws
 - iv) Knowledge of Department rules, regulations and procedures
 - v) Knowledge of University facilities

Section 2. FTO's are to wear a breast pocket pin while serving as appointees of the Committee. Also, effective July 1, 2002 FTO's will receive a stipend of one and one-half hours' pay for each day engaged as FTO.

ARTICLE XXXVI. PROMOTIONAL PROCEDURE

Section 1. Promotional opportunities within the bargaining unit will be posted in accord with University procedures, and bargaining unit members may apply within those procedures. Supplemental notices of such vacancies will also be posted on Department bulletin boards, announced at line up, attached to officers' paychecks, and emailed to officers. Copies of postings will be mailed to officers on leave. The job posting shall include the job description, necessary qualifications and a description of the selection procedure. Bargaining unit members who have a minimum of three years experience as a Yale University Police Officer as of the time of application may apply.

Section 2. Promotional examinations shall be conducted by a three (3) member Promotional Panel appointed by the Chief. At least one shall be a member of the University Police Department, and at least one shall be a law enforcement officer from another jurisdiction.

Each candidate shall be rated by the members of the Panel by assignment of a number of points (not to exceed the maximum points specified) in the following areas:

SUBJECT AREA	MAXIMUM POINTS
Application, Supplementary Materials, Experience:	20
Review of Written Work Product	25
Patrol Activity	10
Personnel File, Attendance	15
Oral Interview	30

At the conclusion of the promotional process, the Promotional Panel shall rank each candidate by number of points earned and forward the list to the Chief of Police. In the event two or more candidates receive the same numerical score, the senior candidate shall be ranked higher.

Section 3. The Chief of Police or his designee will make the selection of the most qualified candidate based on an objective assessment of relevant skills, qualifications and experience, as compared to the requirements outlined in the Department's job description for the position. When the qualifications between two (2) officers are relatively equal, seniority in the bargaining unit shall be the deciding factor. After each appointment is made, the list will be refreshed by moving each candidate below the candidate selected for promotion up one ranking. The list will be valid for one year.

Section 4. A candidate rejected for an opening may grieve that decision within fourteen (14) days of notification. If he or she was ranked higher than the selected candidate, the Department must demonstrate that it selected the most qualified candidate. If the grievant was ranked lower than the successful candidate, he or she must demonstrate how he or she was more qualified than the selected candidate.

Section 5. Officers promoted pursuant to this article shall serve a probationary period of 90 days. Successful completion of probation will be determined by the Chief, or his designee, based on the individual's performance against job requirements as outlined in the Department's job description for the position.

Section 6. Should a promoted officer fail to complete the probationary period, he or she will return to his or her former rank and pay status.

ARTICLE XXXVII. DEPARTMENT TRAINING OPPORTUNITIES

Section 1. The Department will provide relevant training opportunities fairly for all employees in the bargaining unit. The parties recognize that certain training courses are particularly suitable for specific employees.

Section 2. The Department's Training Officer shall meet at least bimonthly with an employee of the bargaining unit whom the Union designates as its Training Liaison Representative.

- a. Such meetings will be scheduled on work time during regular business hours, and the Union's representative will not suffer a loss of pay for attending such meetings. These meetings will not be scheduled so as to avoid meeting during the Representative's regular work schedule.
- b. The Union's Training Liaison Representative may make recommendations to the Department regarding training courses to offer, selection of candidates for training, and any other matters pertaining to training. The Department will consider all such recommendations.

Section 3. The Training Liaison Representative shall, upon request, have access to all Department training information and records pertaining to bargaining unit employees.

Section 4. Bargaining Unit members who wish to participate in relevant training opportunities may apply in writing to the Department, identifying the program, date(s), location and cost of participation. Such requests must include an explanation of the relevance of the training and the expected benefit to the employee and the department. Available training opportunities will be posted in accordance with Article

XXXIV, Section 3.

Section 5. The Department will periodically post a record of current and upcoming training assignments indicating the name and date(s) of the course or training activity and the names of the employee(s) attending.

ARTICLE XXXVIII. NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement the Union and the members of the bargaining unit agree there shall be no strikes or work stoppages of any kind including, but not limited to, slow-downs, speed-ups, sick-outs, work to rule, secondary boycotts, strikes in sympathy, or any other concerted action resulting in any cessation of work by any other University employee or any interruption in the operation of the University, regardless of the reason for any such action. No officer or representative of the Union shall authorize, initiate, instigate, aid or condone any such activities and the Union shall take appropriate positive action to prevent or to stop such activities in which members of the bargaining unit may be engaged. Immediate individual written notice to employees involved of their obligation under this Section, with copies of such notice served on the University, shall constitute appropriate positive action. Failure to comply with the terms of this Article may subject the employee(s) to immediate discipline, up to and including discharge.

Section 2. During the term of this Agreement the University will not lockout any employee in the bargaining unit.

ARTICLE XXXIX. PUBLICATION OF AGREEMENT

Section 1. A copy of this Agreement shall be supplied to each member of the bargaining unit. Twenty-five additional copies will be prepared for distribution as needed. The cost of supplying these copies shall be borne on a 50/50 basis by the University and the Union.

ARTICLE XL: PERSONNEL FILES

Section 1. Except where modified herein, University Personnel Policy and Procedures govern the access to, disclosure of, and the updating of information in employees' personnel files.

Section 2. Definition and access to personnel files.

- (a) Department Personnel Files are maintained in the Office of the Chief.
- (b) The Human Resources Department maintains central personnel files containing data relating to an employee's employment history.
- (c) All material bearing on an employee's personnel status shall be placed in the Department's Personnel File.

- (d) Employees may submit a written request to review their Departmental and Human Resources personnel files through their immediate supervisor.
- (e) To minimize inconvenience to the employee, file reviews will take place at the Department.

Section 3. Updates to personnel files.

- (a) The Department will forward a copy of any record placed in an employee's file to his or her Department mail box.
- (b) Forwarding a copy of a disciplinary record is not intended to replace existing procedures concerning notification or other means of communication in disciplinary matters.
- (c) Inadvertent failure to forward a copy of a record placed in an employee's file does not invalidate a record that has otherwise been provided to the employee.

Section 4. An officer who is the subject on an Internal Affairs Investigation will be informed of the outcome of said investigation. Upon request, officers may review their completed Internal Affairs Investigation Files.

Section 5. The Department will not disclose personnel file data without the employee's consent except when the disclosure is made pursuant to a subpoena, order of the court or other judicial process or when disclosure or transmission without consent is permitted by law.

When inquiries concerning the contents of an employee's personnel file are made from outside the Department, the Department representative handling the request will:

- (a) Review and authenticate the written release before providing information;
- (b) Provide only that information specifically authorized by the employee's release;
- (c) Not provide characterizations of the employee or the employee's performance.
- (d) First offer an Internal Affairs history if an Internal Affairs file is requested.

Section 6. The Department is not responsible for third party actions based, in whole or in part, on information obtained through disclosure of personnel records made in accordance with Section 5 above.

ARTICLE XLI. ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each of the parties, for the duration of this Agreement, voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or

matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Furthermore, this contract represents the entire agreement between the parties and therefore eliminates any and all oral and/or written past practices regarding wages, hours, and conditions of employment in existence prior to this Agreement and not set forth herein and concludes bargaining for its term. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

Section 2. If any provision, or part thereof, of this Agreement is found to be invalid or unenforceable by a final decision of a court or competent jurisdiction or to be in conflict with any applicable federal or state law or regulation, such provision or part thereof shall be deemed deleted from this Agreement and subject to renegotiation. The remainder of the Agreement shall continue in full force and effect.

ARTICLE XLII. DURATION OF AGREEMENT

Section 1. This Agreement shall be effective July 1, 2002, and shall remain in effect until midnight on June 30, 2010 and from year to year thereafter unless terminated in accordance with the provisions of Section 2 of this Article.

Section 2. Either party may terminate this Agreement as of midnight, June 30, 2010, or on any June 30 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 June 30 in question. The parties agree to meet within a reasonable time after the receipt of such notice to consider the negotiation of a new Agreement.

Section 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 in Article XVI (Grievance Procedures) 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 6th day of February, 2006.

Yale Police Benevolent Association

Yale University

By

By

Carlos Perez
President, YPBA

Robert P Schwartz
Associate Vice President & Chief Human
Resources Officer

APPENDIX I

FEDERAL MEDIATION & CONCILIATION SERVICE UNITED STATES GOVERNMENT

GRIEVANCE MEDIATION AGREEMENT

The undersigned hereby request the assistance of the FMCS in the attempted resolution of the dispute between them today. They understand that mediation is a voluntary process described more fully in the attached *Summary of the Mediation Process*. Further, the undersigned agree as follows:

1. Any time limits in the parties' labor agreement will be extended as necessary to permit the grievance to proceed to arbitration should the mediation be unsuccessful.

2. Proceedings before the mediator will be informal and rules of evidence do not apply. The mediator has no authority to compel resolution of the grievance. No recording or stenographic or other record of meetings will be made and the mediator will issue no written recommendations or conclusions.

3. All statements by the parties, participants or the mediator during the mediation process, and any documents created for or during these proceedings, are inadmissible and not discoverable for any purpose whatsoever, in any pending or subsequent judicial or other proceeding.

4. The undersigned will not subpoena the mediator or anyone else employed by FMCS to testify for any reason, nor to subpoena documents created for or during the mediation. The FMCS and the mediator are held harmless of any claim of damages arising out of the mediation process to the fullest extent permitted by law.

APPENDIX I

- 5. The undersigned shall not rely on, nor introduce as evidence in any proceedings, any views, comments or suggestions made by any party or participant with respect to a possible settlement of the dispute, any admissions made by another party or participant in the course of the mediation proceedings, or any proposals, opinions, or comments of the mediator. It is understood that FMCS policy is such that the mediator's notes and records of the mediation content, if any, are promptly destroyed upon conclusion of the mediation.

- 6. The obligations imposed by this agreement are in addition to, and do not supercede, any obligations imposed by applicable state or federal laws regarding mediation confidentiality.

_____	_____	Name/Title
Organization		
_____	_____	Signature
Date		
_____	_____	Name/Title
Organization		
_____	_____	Signature
Date		
_____	_____	Name/Title
Organization		
_____	_____	Signature
Date		

APPENDIX I**Summary of the Federal Mediation and Conciliation Service (FMCS) Grievance Mediation Process**

Mediation is a *voluntary, informal, and confidential* process for helping labor and management resolve disputes arising under their collective bargaining agreement. With the help of a trained and experienced FMCS mediator, the parties to a grievance work, through their representatives, to *find a mutually agreeable solution* to their dispute.

The mediator does *not* decide who is right or wrong, and does *not* impose a settlement. The mediator's role is to provide an effective approach and to facilitate a dialogue that will help labor and management develop solutions to their particular situation. The mediator has an equal and balanced responsibility to assist each party and cannot favor the interests of one side over another.

FMCS mediators are professionals who may use a variety of approaches and techniques, depending on the situation. Often, for example, the mediator may meet with the parties/representatives together and/or in separate caucuses. The particular procedures utilized are up to the individual mediator who is in the best position to determine the most helpful approach.

The parties are encouraged to work together to solve their dispute and to reach the best possible agreement. Nothing can be imposed on either side unless and until a final agreement is signed. If the parties do reach and sign a final agreement resolving the dispute, that becomes a binding settlement. If there is no final agreement, each side retains their right to proceed with the grievance as specified in the collective bargaining agreement.

July 1, 2002

Officer Carlos Perez
President, Yale Police Benevolent Association
PO Box 1232
New Haven, CT 06520

Re: Agreement, Yale University and Yale Police Benevolent Association

Dear Officer Perez:

As discussed during our Contract negotiations, the following is the current procedure used to administer overtime distribution.

Overtime Procedure

Overtime should be equally distributed by hours.

Overtime list will be available on line for officers to sign up.

Administer by offering in order of overtime worked (least to most).

If overtime is offered but refused, it's charged as time worked if officer is on overtime list.

Refusal of overtime, or no contact, should be documented in logbook.

Officer can designate preferred method of contact.

If officer is not on list and is ordered to work overtime, hours are not included for purposes of overtime eligibility.

- a. If ordered, should be noted in overtime slip completed by officer.

History of overtime worked should be posted weekly (name, hours worked and type of work).

Hours reset annually.

The parties agree that the specific terms of this procedure can be modified by mutual agreement.

Sincerely,

James F. Juhas
Manager, Labor Relations

September 7, 2004

Officer Carlos Perez
President, Yale Police Benevolent Association
PO Box 1232
New Haven, CT 06520

Re: Agreement, Yale University and Yale Police Benevolent Association

Dear Officer Perez:

This will confirm representations made by the University during our negotiations with respect to eligibility for Long-Term Disability benefits.

There is no requirement to obtain employment to be eligible for disability benefits under the plan. The definitions and explanations of the plan booklet serve to describe the conditions under which an eligible employee would receive partial disability benefits. Those conditions are that the employee who had been "disabled" (see page 9) has secured some alternate employment.

Sincerely,

James F. Juhas
Manager, Labor Relations

September 7, 2004

Officer Carlos Perez
President, Yale Police Benevolent Association
PO Box 1232
New Haven, CT 06520

Re: Agreement, Yale University and Yale Police Benevolent Association

Dear Officer Perez:

The parties agree to establish a Disability Committee of no more than two representatives each from the Union and the University, which shall meet whenever an LTD benefit dispute arises.

The purpose of such committee shall be the mutually satisfactory resolution of such disputes.

Sincerely,

James F. Juhas
Manager, Labor Relations

September 7, 2004

Officer Carlos Perez
President, Yale Police Benevolent Association
PO Box 1232
New Haven, CT 06520

Re: Agreement, Yale University and Yale Police Benevolent Association

Dear Officer Perez:

If it becomes necessary to assign Police Officers to dispatch duty, assignments will be made first, when practical to do so, to Officers who have volunteered for such duty. Any Officer so assigned will be trained in those areas of dispatch duty for which he or she will be responsible.

Sincerely,

James F. Juhas
Manager, Labor Relations

September 7, 2004

Officer Carlos Perez
President, Yale Police Benevolent Association
PO Box 1232
New Haven, CT 06520

Re: Agreement, Yale University and Yale Police Benevolent Association

Dear Officer Perez:

Employees making an arrest or otherwise engaged in police duty authorized by the Connecticut General Statutes Section 54-1f shall be considered to be acting within the scope of their employment.

Sincerely,

James F. Juhas
Manager, Labor Relations

September 7, 2004

Officer Carlos Perez
President, Yale Police Benevolent Association
PO Box 1232
New Haven, CT 06520

RE: Agreement re: Seniority, 2002 Negotiations, Yale University and YPBA

Dear Officer Perez:

This letter confirms our agreement regarding discussions concerning Seniority, Article XX, which was reached and signed as a tentative agreement on August 15, 2002, during IBN negotiations.

1. In the event of a layoff or reduction in force, the Union shall be given reasonable advance notice to allow the parties to explore other alternatives to the lay-off of bargaining unit personnel. The decision to layoff employees is exclusively reserved to the University.
2. For application of Section 1 of Article XX, whenever a tie in seniority dates occurs between two individuals, the more senior individual shall be determined alphabetically by the first letter of the individual's last name, with normal alphabetical order (A-Z).

Sincerely,

James F. Juhas
Manager, Labor Relations

September 7, 2004

Officer Carlos Perez
President, Yale Police Benevolent Association
PO Box 1232
New Haven, CT 06520

Dear Officer Perez:

This letter confirms the agreements reached during negotiations for the 2002 Agreement regarding the conversion to a weekly payroll schedule when the University determines that it is technically feasible to do so.

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

- The first week's earnings after the period of time covered by biweekly payrolls will be recovered.
- The balance of the rolling advance will be recovered by one of the following methods determined by the Staff Member:
 - Equivalent exchange of the value of vacation, bonus vacation or personal time.
 - Reduction of pay divided in equal increments for up to fifteen (15) weekly pay periods.
 - A combination of the above.

In anticipation of the change in payrolls, employees may carry up to five (5) additional vacation or bonus vacation days more than the maximums in Article XII until the payroll changeover has occurred.

If an employee 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.

Sincerely,

James F. Juhas
Manager, Labor Relations

September 7, 2004

Officer Carlos Perez
President, Yale Police Benevolent Association
PO Box 1232
New Haven, CT 06520

Dear Officer Perez:

This will confirm our agreement reached during negotiations for the 2002 Agreement to allow employees to participate in a Sick Leave Bank.

In the case of an employee who sustains a non-work related illness or injury which results in a serious and continuing medical condition and who has exhausted all of his or her paid time off, a request may be made for sick time donations by other members. The following procedure will be used:

- Prior to exhausting his or her paid time off, the ill or injured employee submits a request in writing to the Union Executive Board soliciting donations of sick time.
- The Union shall forthwith post a notice on its bulletin board requesting sick time donations.
- Employees wishing to donate sick time shall complete a "Sick Time Donation Form." The form shall include the donors's name, approximate sick time balance, hours to be donated and signature.
- The Union shall collect and forward said forms to the scheduling supervisor who will then facilitate the transfer of the donated sick time from the donor(s)' balance to the donee as indicated on the form.
- The ill or injured employee may make additional requests to the Union Executive Board as needed.

Sincerely,

James F. Juhas
Manager, Labor Relations

September 7, 2004

Officer Carlos Perez
President, Yale Police Benevolent Association
PO Box 1232
New Haven, CT 06520

Dear Officer Perez:

This letter confirms our agreement regarding discussions concerning light duty for pregnant police officers which was reached and signed as a tentative agreement on September 19, 2002 during IBN negotiations.

1. A pregnant officer may continue to work as long as she is physically able to perform her duties.
2. A pregnant officer may request light duty by submitting a written request and providing a doctor's statement that she is no longer able to perform her regular duties.
3. Light duty will be provided when available.
4. Light duty will be limited to a period of nine (9) months or for the duration of the pregnancy.
5. Light duty may be full or part time depending upon medical restrictions.
6. Part time light duty work may be supplemented by available sick time or other paid time.
7. An employee on light duty must take Holidays and Recess Days off.
8. Light duty will only be available to certified officers.
9. An officer will be placed on leave when she is no longer able to perform her regular duties and light duty is either not available or it was not requested.
10. During the term of light duty, the officer's arrest powers will be temporarily suspended.
11. An officer on light duty will be kept informed concerning Department policies and procedures.
12. The Department may require periodic medical status reports.

Sincerely,

James F. Juhas
Manager, Labor Relations

September 7, 2004

Officer Carlos Perez
President, Yale Police Benevolent Association
PO Box 1232
New Haven, CT 06520

Dear Officer Perez:

This will confirm our agreement reached during negotiations for the 2002 Agreement that the University will fund two members of the bargaining unit to attend the Cornell "Increasing Arbitration Effectiveness" course (tuition & travel expenses) with the understanding that the release time required would be part of the excused time with pay provided for in Article IV, Section 5 of the Agreement.

Sincerely,

James F. Juhas
Manager, Labor Relations

EXHIBIT A

YALE POLICE
BENEVOLENT ASSOCIATION
Yale Station, P.O. Box 1231
New Haven, CT 06520
(203) 624-3917

WAGE DEDUCTION AUTHORIZATION

I hereby request and authorize Yale University to deduct from my wages and remit to the treasurer of the Yale Police Benevolent Association the following:

() Uniformly assessed monthly dues in the amount of \$_____.

() Uniformly assessed initial fee, in four equal payments, in the amount of \$_____ each to commence Thirty days after my hiring date and to continue on each pay day thereafter until fully paid

or

() Uniformly assessed monthly service fee in the amount of \$_____.

_____ date

_____ Union ID number

_____ print name

_____ sign name.

EXHIBIT B

YALE POLICE
BENEVOLENT ASSOCIATION
Yale Station, P.O. Box 1231
New Haven, CT 06520
(203) 624-3917

SERVICE FEES WAGE DEDUCTION AUTHORIZATION

I hereby authorize Yale University to deduct from my wages and remit to the Treasurer of the Yale Police Benevolent Association the monthly service dues of the Yale Police Benevolent Association in such sums as from time to time the Secretary-Treasurer of the Yale Police Benevolent Association may certify.

This authorization shall be effective for one year and is irrevocable for a period of one year or until the termination of the collective bargaining agreement, whichever first occurs and shall renew itself annually thereafter unless I shall revoke this assignment by giving Yale University and the Treasurer of the Yale Police Benevolent Association written notice by certified mail at least thirty (30) calendar days prior to the anniversary date of this authorization.

Service fees covered by this authorization are not deductible as charitable expenses for income tax purposes.

Dated at New Haven, Ct., this _____ day of _____ 19____

Signature - Print

Address: _____ Tel. No. _____

_____ Pager No. _____

EXHIBIT C

YALE POLICE
BENEVOLENT ASSOCIATION
Yale Station, P.O. Box 1231
New Haven, CT 06520
(203) 624-3917

WAGE DEDUCTION AUTHORIZATION

I hereby request and authorize Yale University to deduct from my wages and remit to the Treasurer of the Yale Police Benevolent Association the following:

- () Uniformly assessed initiation fee, in four equal payments, in the amount of \$50.00 each to commence thirty days after my hiring date and to continue on each pay day thereafter until fully paid.

Date

Union I.D. number

Print Name

Sign Name