

Memorandum of Agreement

April 16, 2009

This Agreement is entered into this 16th Day of April by and between YALE UNIVERSITY (“the University”) and Locals 34 and 35, FEDERATION OF UNIVERSITY EMPLOYEES, UNITE-HERE (“the union”).

The duration of this Agreement is three years, commencing at 12:01 A.M. on January 20, 2010 and subsequently expiring at 12:01 A.M. on January 20, 2013. Some provisions of this Agreement have effective dates prior to January 20, 2010. Some provisions of this Agreement are time-limited and when they expire the applicable contract language reverts to that of the 2002 Agreement(s) for the duration of this Agreement. Any provisions of the 2002 Labor Agreement between Local 34, Federation of University Employees and Yale University, and the 2002 Labor Agreement between Local 35, Federation of University Employees and Yale University, not modified in this Agreement will continue past their current expiration on January 20, 2010, and will subsequently expire on January 20, 2013.

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

Provisions that apply to both bargaining units:

1. Agreement on Improving Health Benefit Offerings
2. Labor Peace Agreement

Provisions that apply to Local 34:

3. Local 34 Wages
4. Agreement on Expansion of Grade E / Reclassification
5. Transition Agreement
6. Supplementary Support for Laid-Off Staff Members
7. Temporary Employees
8. Paid Time Off
9. Joint Initiatives Relating to Clinical Operations
10. Partnering on Research Operations

Provisions that apply to Local 35:

11. Local 35 Wages
12. Facilities and West Campus

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13. Agreement on Base Staffing Level Formula
14. Agreement on Custodial Team Performance and Leadership Program
15. Agreement on Yale Dining

The following additional documents are appended to this Agreement:


- Appendix A: University Letter Regarding Retiree Pharmacy Benefit
- Appendix B: University Letter Regarding Retiree Pensions

For the Unions

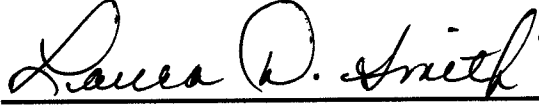
For the University

 8/19/10


Robert M. Proto
President, Local 35

10/21/10


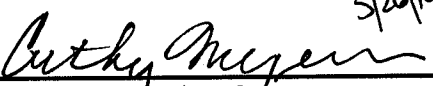
Michael A. Peel
Vice President, Human Resources and
Administration

 5/26/10

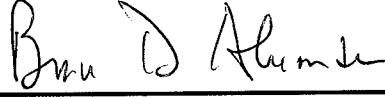
Laura D. Smith
President, Local 34

10/21/10


Shauna King
Vice President, Finance and Business Operations

 5/26/10

Cathy Meyerson
Staff Director, Local 34

 10/22/10

Bruce Alexander
Vice President for New Haven & State Affairs &
Campus Development

Date

1. Agreement on Improving Health Benefit Offerings

**Agreement on Improving Health Benefit Offerings
Between Yale University and Locals 34 & 35, Federation of University Employees
Final April 13, 2009**

I. Common Goal

Yale University (the University) and Locals 34 & 35, Federation of University Employees (the unions), have negotiated outstanding health benefits for bargaining unit employees. The parties agree on the desirability of maintaining excellent health benefits for bargaining unit employees and of controlling the cost of those benefits. As a central part of achieving these two ends, the University and the unions agree to work together to build the enrollment of bargaining unit employees in the Yale Health Plan (YHP). The agreement below specifies what the parties will do to accomplish these goals.

II. Labor-Management Partnership around Health Benefits

In order to accomplish the goals set forth in Article I above, the University and the unions will work together in a labor-management partnership on specific projects aimed at improving quality and cost-effectiveness in the University's health benefit plans. *[Please see Exhibit 1 for details.]*

III. Health benefits design changes

The University and the unions agree to uphold all current contractual standards and stipulations for health benefits, except for the changes specified below:

- A. Beginning in July 2009, newly hired bargaining unit employees will be required to enroll in the YHP for the first three years of their employment, after which they will have the same choice that current bargaining unit employees have between the YHP and a Point Of Service plan through Aetna. Only in rare cases will new bargaining unit employees be allowed to enroll in the Aetna plan at the beginning of their employment at the University, and only by mutual agreement by the University and the union. *[Please see Exhibit 1 for details.]*
- B. In recognition of the goal of making Aetna and YHP benefit features more compatible to one another, the parties agree to the benefit changes specified in *Exhibit 2*, to be implemented in July 2009.
- C. The University will offer a pharmacy benefit whose terms will be identical for all active bargaining unit employees and future retired bargaining unit employees and their spouses, domestic partners, and families, regardless of which health plan to which those individuals belong. *[Please see Exhibit 3 for details, including for the implementation timeframe.]*
- D. By January 2010, the University and the unions will design and implement a mental health benefit for bargaining unit employees which will comply with federal and state mental health parity laws. *[Please see Exhibit 1 for details.]*

IV. New Haven hiring

The parties acknowledge that historically employees who live in New Haven elect to join YHP at higher rates than people who live farther away from New Haven.

Exhibit 1: Labor-Management Partnership around Health Benefits

1. The Health Benefits Enhancement Team

- a. The University and the unions will form a Health Benefits Enhancement Team (the Team) in order to find innovative ways to optimize the patient experience at Yale University Health Services (YUHS), to enhance the quality of care for all Yale staff, and to increase the cost effectiveness of both health plans.
- b. The parties agree that the University's health benefit offerings should showcase YHP, a not-for-profit health plan that operates a medical center on the Yale campus (YUHS). YHP offers a wide variety of health care services for Yale students, faculty, employees and their dependents, both on-site and at multiple specialty practices in the area by referral. There is no limitation for pre-existing conditions, and most preventive, diagnostic and treatment services involve no deductibles and no claim forms. In 2010 YUHS will relocate to a state-of-the-art facility. The work of the Team will contribute to efforts within YUHS and across the University to maximize the opportunity this move provides to create a national model for delivering comprehensive, integrated, high-quality care in a seamless and cost-effective way to a community of patients.
- c. The Policy Board will name the members of the Team, which should include key leaders from both the unions and from the University. The University representatives on the Team will include the Deputy Provost for Health and Biomedical Affairs. The Team will build coalitions of organizational and individual partners within the Yale community to define and execute strategic projects aimed at achieving the goals stated in the Preamble. The Team will engage the necessary constituents—from management leadership to front-line members of the care-giving team—to stimulate discussion and activity around the initiatives defined by the Team. Reporting to the Policy Board, the Team will have access to the expertise, support, resources, and authority required to accomplish the goals of the projects.
- d. The University will invest the necessary financial and logistical resources to support the work of the Team, including data analysis, the costs of expert consultants and facilitators, and release time for union employees involved in these efforts.
- e. On a case by case basis, the Team will determine whether a new bargaining unit employee may be exempted from the enrollment requirements set forth in Article III, Section A, of the agreement. The Team will jointly create criteria to guide decisions when a new bargaining unit employee makes an appeal to join the Aetna plan.
- f. The Team will carry out the charge described in Article III, Section D, of the agreement.

2. The University and the union agree to form a strategic partnership around health benefits and healthcare. As part of this partnership, the parties agree to work on joint projects to be overseen by the Team.

a. Patient Access/Continuity of Care at Yale University Health Services (YUHS)

Preamble: In 2010 the University will open a state-of-the art medical facility for YUHS.

Meanwhile, nationwide superior systems of patient access have developed in recent years. The convergence of these facts allows a historic opportunity to build upon recent improvements in patient access at YUHS in order to design and implement industry-leading programs for patient access and continuity of care at YUHS.

Shared vision: Patients want to participate in choosing their health care providers, they want to be able to see their providers when they choose, and they want efficient as well as high-quality health care experiences. To that end, the parties agree to work together to enhance access, optimize continuity of care, and improve the patient experience in the primary care clinics.

Intended outcomes: All patients will have primary care providers who will belong to care-giving teams that include doctors, nurse practitioners, physician associates, registered nurses, medical assistants, and other personnel. Patients will receive support in making choices regarding their primary providers and information regarding the teams to which their primary providers belong. Patients will typically be seen by their primary care providers. When their primary care providers are not available within a timeframe suitable to patients, patients will see other providers within the care giving team they have chosen. Patients will be seen in Urgent Care only as appropriate and not as a substitute for primary care.

Timeframe: The design of the enhanced access system will be ready for implementation upon the opening of the new YUHS facility. The Team will work with the YUHS leadership to refine the system in response to the changes in supply and demand resulting from the opening of the new facility and other factors.

Measures of success: The team will work with the YUHS leadership to monitor and track progress against measures associated with the shared vision and intended outcomes above. These measures will include:

- | | |
|---|---|
| 1) 3 rd next available appointment | Same-day availability to primary provider or another member of the primary team |
| 2) Primary care clinician/team match | 95% (target for PCC match to be determined by the Team and the YUHS leadership) |
| 3) Utilization of Urgent Care | Appropriate target to be determined by the Team and the YUHS leadership |

The Team and the YUHS leadership will devise jointly the best means of communicating these targets to the people in the clinic who will be involved in making the operational changes to meet these targets.

When appropriate, the Team will work with the YUHS leadership to update these targets in response to the supply and demand dynamics observed through the analysis of patient experience of care data. The Team will review this data with a level of detail and a frequency that allows the parties to refine their work together to respond to patient needs and desires.

To facilitate its work, the Team will also review care delivery information such as panel

sizes, workflow within the primary care departments, and the roles of staff within the caregiving teams.

Process: The Team will work to support YUHS in the design and implementation of changes to produce the shared vision and desired outcome. The Team will create a charter for its work with a timeline, milestones, and performance targets. The Team will draw upon outside experts, as appropriate, whose services will be funded by the University. The team will make recommendations to YUHS leadership, which may include opportunities for joint projects that could be undertaken through the existing best practices efforts in YUHS.

The Team will create strategies for joint communications about these changes in how YUHS functions in order to educate YHP members about how best to access care.

b. Improving the customer experience of the YHP pharmacy, including for Aetna members, by:

- 1) Exploring innovative and cost effective ways to deliver prescriptions to patients, including a robust mail delivery program through YHP and creating pharmacy outposts on campus; as part of this effort, explore the possibility of offering the YUHS pharmacy as an in-network option for Aetna patients.
- 2) Exploring programs to improve cost effectiveness for the University and enhance clinical outcomes for patients on maintenance medications by offering them significant financial incentives to enroll in specific drug-disease pair programs.

c. Exploring opportunities to develop innovative approaches to caring for high-need, high-cost patients with complex and/or chronic conditions.

d. Exploring innovative ways to manage and improve inpatient and ER admissions and lengths of stays.

e. Continuing to obtain feedback from union employees on their experiences of care in both plans, in order to define additional opportunities for joint projects.

f. Union sponsorship of strategy of building enrollment in the Yale Health Plan (YHP)

The union leadership will commit to exerting leadership and influence with members of the bargaining units, including existing staff members, in order to encourage the Aetna members to consider joining YHP and in order to facilitate YHP members' optimal participation in the systems and programs of YHP.

g. Generic Medications

Finding creative ways to encourage the use of generic medications among members of the bargaining units—for example, by offering incentives for patients to switch from name-brand to generic drugs.

Exhibit 2 - YHP Plan Changes

Service	YHP Benefit	Aetna	Agreed Upon
Durable Medical Equipment including orthotics	\$ 100 ded/80% to \$ 5,000 annual maximum	100% up to \$5,000 max	100% up to \$5,000 max
Prosthetic Devices	\$ 500 limit on repairs/full coverage on new purchase if medically necessary	Under DME	No Change
Home Health Care	30 days per year	120 visits per year, requires prior auth	120 visits per year Requires prior auth
Medical Social Services	\$ 500 lifetime maximum	no coverage	Move to home health
Infertility Services	\$ 5,000 lifetime maximum	\$15,000 lifetime limit	\$20,000 University lifetime limit (details attached)
ART - IVF, at YMG	N/A	4 cycles	4 cycles University Lifetime limit (details attached)
Inpatient Hospital Psychiatric/Substance Abuse	Max days/member/rolling year = 30/180/30+ 15 day annual limit/ 150 day lifetime limit		Work together to replace current program with a Mental Health Parity compliant program.
Outpatient Psychiatric	\$ 100 annual deductible \$ 60 max reimbursement 30 visit annual limit 150 visit lifetime limit	union \$5 co pay no limit	
Psychiatric Partial Hospital	Covered (2/1 inpatient days-excludes additional 15 day annual limit/150 day lifetime limit)	100%	
Inpatient Hospital Rehabilitation	Max days/member/lifetime = 30	No limit	Medically necessary, no Limit
Podiatry	\$ 1,000 annual maximum (coverage dependent on diagnosis)	No limit	Medically necessary due to an underlying medical condition
Private Duty Nursing	\$ 1,000 annual maximum (medically necessary)	None	None
Speech Therapy	\$ 100 ded/80% to \$4,000 lifetime max		No change
Transplants	Max \$/case = \$1,000,000	No limit	Medically necessary, No limit
Acupuncture	None	In lieu of anesthesia only	In lieu of anesthesia only
Hospice	Not Listed	Covered excl bereavement and respite	Covered excl bereavement and respite with prior authorization
Chiropractic	None	\$5 copay, \$25 copay no limit medical necessity	Up to 12 visits per year, \$50 max reimbursement per visit
Hearing Aids children under 12	None	max \$1,000 within 2 years	max \$1,000 within 2 years
Include 19-25 dependents	Separately priced plan	Included in regular plan	Include in regular plan

Exhibit 2 - Infertility and IVF Benefit

Benefits & Services		Current			Agreed Upon	
		YHP	Aetna Participants		University Benefit	
		In-Network	In-Network	Out-of-Network	In-Network (YHP & Aetna)	Out-of-Network (Aetna Participants Only)
Infertility	Plan Limits	\$5,000 lifetime limit	\$15,000 lifetime limit		\$20,000 Yale lifetime limit	
	Prescriptions	YHP Pharmacy Benefit	Aetna Pharmacy Benefit	Aetna Pharmacy Benefit	YHP Pharmacy benefit.	Aetna prescription benefit.
	Office Visits	Charges for services external to YHP apply toward lifetime infertility limit.	Charges do not apply toward lifetime infertility limit.	Charges apply toward lifetime infertility limit.	Charges apply toward lifetime infertility limit.	Charges apply toward lifetime infertility limit.
	Testing	Charges for services external to YHP apply toward lifetime infertility limit.	Charges apply toward lifetime infertility limit.	Charges apply toward lifetime infertility limit.	Charges apply toward lifetime infertility limit.	Charges apply toward lifetime infertility limit.
	IUI (Intrauterine Insemination)	Charges for services external to YHP apply toward lifetime infertility limit.	Standard Aetna copay or co-insurance applies.	Charges apply toward lifetime infertility limit.	Charges apply toward lifetime infertility limit.	Charges apply toward lifetime infertility limit.
Yale IVF Benefit	Prior Authorization	Required. Services approved based on medical guidelines and necessity.	Required. Services approved based on medical guidelines and necessity.	Required. Services approved based on medical guidelines and necessity.	Required. Services approved based on medical guidelines and necessity.	Required. Services approved based on medical guidelines and necessity.
	Cycles	Lifetime limit, 4-IVF cycles.	Lifetime limit, 4-IVF cycles.	Lifetime limit, 4-IVF cycles.	Lifetime limit 4-IVF cycles.	Lifetime limit 4-IVF cycles.
	Cost	None	None	30% coinsurance with \$1,000 IVF annual out-of-pocket maximum.	None	30% coinsurance.
	Prescriptions	YHP Pharmacy Benefit	Covered 100% at Yale Medical Center (Hospital) Pharmacies.	Aetna Pharmacy Benefit	YHP Pharmacy benefit.	Aetna prescription benefit.

Exhibit 3 - Unified Pharmacy Benefit

- Contents –

- Current Rx benefit design
- Agreed-upon benefit design for active bargaining unit employees and future retired bargaining unit employees
- Features of formulary and utilization management programs

Current Rx Benefit Design			
	YHP	Aetna Copay	Aetna Deductible
Generic	20% after \$200 (\$600 family)	0% after \$10 for up to 100 day supply	0% after \$200 (\$600 family) deductible
Preferred brand	Same as above	0% after \$15 for up to 100 day supply	Same as above
Non-preferred brand	Same as above	Same as preferred brand	Same as above
Member OOP limit	\$700 per person	None	\$200 (\$600)
100-day supply	NA	0% after \$8 copay	0% after \$200 (\$600 family) deductible
Out of network	Same as YHP pharmacy	20%	20%
Annual max.	\$25,000	None	None
Pharmacy mgt (UM)	Managed by YHP physicians and pharmacists	No management	No management

A New Unified Rx Benefit

Features	Agreed-upon design
Generic	<i>\$5 co-pay for 31 day supply</i>
Preferred Brand	<i>\$20 co-pay for 31 day supply</i>
Non-preferred Brand	<i>\$30 co-pay for 31 day supply</i>
Member Annual OOP Max	<i>No annual out-of-pocket maximum, except for \$500 Individual/\$1,000 Family for Aetna members now in deductible plan, which will be closed going forward</i>
100-day supply	<i>1 x retail (see above) for 100 day supply received through mail order program</i>
Out-of-network	<i>YHP members pay 20% at non-YUHS pharmacies (YHP reimburses 80%)</i>
Deductible	<i>None</i>
Annual Maximum for Plan	<i>None</i>
Pharmacy Mgt (UM)	<i>See next slide for UM and notes on formulary</i>
Effective Dates	<i>July 2009 – YHP Jan 2010 – Aetna</i>

Formulary and Utilization Management

1. **We agree to a formulary in the unified Rx design with these features:**
 - a. The current YHP formulary management process will continue as is. The Aetna 3-Tier/Open Formulary Plan will be implemented January 2010.
 - b. The Aetna formulary will be modified so that current users of Lexapro, Abilify, Abilify Disc, Geodon, Invega, Antabuse, Betaseron, Rebif, Strattera, Orap, Concerta, Metadate CD, Atripa, Aptivus, and Prezista will be grandfathered in Tier 2 until a generic equivalent is available; and current users of generic allergy medications and Pantoprazole (generic Protonix for ulcers) will be grandfathered in Tier 1.
 - c. The Team will receive advanced notice of formulary changes during the year. If agreed upon experts agree that a change to tier 3 of a medication currently used by Aetna members adversely impacts their quality of care, then for members currently using that medication it will be grandfathered on the current tier until it is available as a generic or over the counter medication. The parties understand that this provision will not apply because of the release of a generic or over-the-counter equivalent, or because of safety concerns.
 - d. The parties find acceptable Aetna's practice of editing the formulary.
 - e. Aetna and YHP will provide communications that list the names of the medications that are going to have higher co-pays and their formulary alternatives, and that give the amount the copays will increase. For those members on medications who will be affected by the formulary, these communications must be customized to the member.

2. **We agree to the following UM program for the Aetna plan (we agree that the current UM program in YHP is successful):**
 - a. Impact to current bargaining unit members in the Aetna plan:
 - 1) Current bargaining unit members will be grandfathered on their existing medications and therapy regimens. These members will receive the new formulary information, be subject to formulary pricing, but will not be subject to UM on their existing medications.
 - 2) UM can be implemented for those members new to a therapy for specified classes of medications with advanced communication to the membership
 - b. The Health Benefits Enhancement Team will work with Aetna to create informational materials for bargaining unit members enrolled in the Aetna plan about the UM programs to be implemented in 2010; this information will address the following questions:
 - 1) What is utilization management (UM)?
 - 2) What does UM mean to me, as a member taking a medication subject to UM?
 - 3) Why is UM important to me?

2. Labor Peace Agreement

Labor Peace Agreement

The University and the Unions recognize that it is in the best interest of the Yale and New Haven communities to maintain positive and productive ongoing labor relations at Yale, and the parties reaffirm their commitment to the principles and structures of the Best Practices article(s) of this Agreement. In addition, the parties agree that the Best Practices Policy Board, capitalizing on the trust built and the interest based problem solving skills acquired during this settlement process, will begin no later than July 15, 2011 to negotiate the terms of the next Agreement. In addition, the Policy Board may choose to include key leaders of either the Unions or the University whose skills and/or expertise will contribute to the advancement of the negotiations.

3. Local 34 Wages

Agreement regarding Local 34 wage increases

April 9, 2009

1. The salary structure, minimum hourly rates and value of the steps as a percentage of the grade minimums as of July 19, 2009 will remain in effect until January 15, 2011.
2. Annual increases:
 - a. All Staff Members on the payroll on the following dates will receive across the board increases by the percentages indicated:

January 16, 2011 2%

January 15, 2012 2%
 - b. Step increases will continue as in the 2002 Agreement between Local 34 and Yale University.
 - c. Staff Members at or above the maximum salary of their grades will receive a seniority premium equivalent to one-half of a step in their grade.
3. The annual salary structures applicable for the duration of this Agreement follow (attached).
4. Hiring above the minimum in Grade E. See Section 3 of the Agreement on Expansion of Grade E / Reclassification.

LOCAL 34 WAGE PROPOSAL

March 31, 2009

Union Proposal

Three-year extension

- 2010 Freeze entire structure at July 2009 level
No annual increase between January 2010 and January 2011
Enhanced hiring and job security provisions for laid-off Staff Members

- 2011 Annual increase in January
Raise entire structure by 2%; retain number of steps and current formula for computing steps
Calculate increases according to current contract
Seniority premium equivalent to one-half of a step for Staff Members at or above max

- 2012 Annual increase in January
Raise entire structure by 2%; retain number of steps and current formula for computing steps
Calculate increases according to current contract
Seniority premium equivalent to one-half of a step for Staff Members at or above max

See accompanying table of annual structures.

FILE COPY

From Lennon 3/31/09

Clerical and Technical Salary Structure -- 2010 Structure Contract

Grade	Yr Before	Min Inc	Step %	Size	Minimum Steps ==>											<=== Maximum	
					0	1	2	3	4	5	6	7	8	9	10	11	
A	Before		3.27%	0.49	14.86	15.35	15.83	16.32	16.80	17.29	17.78	18.26	18.75	19.23	19.72	20.21	
	1	0.00%	3.27%	0.49	14.86	15.35	15.83	16.32	16.80	17.29	17.78	18.26	18.75	19.23	19.72	20.21	
	2	2.00%	3.27%	0.50	15.16	15.66	16.16	16.66	17.16	17.66	18.16	18.66	19.16	19.66	20.16	20.66	
	3	2.00%	3.27%	0.51	15.46	15.97	16.48	16.99	17.50	18.01	18.52	19.03	19.54	20.05	20.56	21.07	
B	Before		3.27%	0.55	16.73	17.28	17.82	18.37	18.92	19.47	20.01	20.56	21.11	21.66	22.20	22.75	
	1	0.00%	3.27%	0.55	16.73	17.28	17.82	18.37	18.92	19.47	20.01	20.56	21.11	21.66	22.20	22.75	
	2	2.00%	3.27%	0.56	17.06	17.62	18.18	18.74	19.30	19.86	20.42	20.98	21.54	22.10	22.66	23.22	
	3	2.00%	3.27%	0.57	17.41	17.98	18.55	19.12	19.69	20.26	20.83	21.40	21.97	22.54	23.11	23.68	
C	Before		3.27%	0.61	18.71	19.32	19.93	20.55	21.16	21.77	22.38	22.99	23.61	24.22	24.83	25.44	
	1	0.00%	3.27%	0.61	18.71	19.32	19.93	20.55	21.16	21.77	22.38	22.99	23.61	24.22	24.83	25.44	
	2	2.00%	3.27%	0.62	19.08	19.70	20.32	20.94	21.56	22.18	22.80	23.42	24.04	24.66	25.28	25.90	
	3	2.00%	3.27%	0.64	19.47	20.11	20.75	21.39	22.03	22.67	23.31	23.95	24.59	25.23	25.87	26.51	
D	Before		3.27%	0.69	20.95	21.64	22.32	23.01	23.69	24.38	25.06	25.75	26.43	27.12	27.80	28.49	
	1	0.00%	3.27%	0.69	20.95	21.64	22.32	23.01	23.69	24.38	25.06	25.75	26.43	27.12	27.80	28.49	
	2	2.00%	3.27%	0.70	21.37	22.07	22.77	23.47	24.17	24.87	25.57	26.27	26.97	27.67	28.37	29.07	
	3	2.00%	3.27%	0.71	21.80	22.51	23.22	23.93	24.64	25.35	26.06	26.77	27.48	28.19	28.90	29.61	
E	Before		3.27%	0.77	23.47	24.24	25.01	25.77	26.54	27.31	28.08	28.84	29.61	30.38	31.15	31.91	
	1	0.00%	3.27%	0.77	23.47	24.24	25.01	25.77	26.54	27.31	28.08	28.84	29.61	30.38	31.15	31.91	
	2	2.00%	3.27%	0.78	23.94	24.72	25.50	26.28	27.06	27.84	28.62	29.40	30.18	30.96	31.74	32.52	
	3	2.00%	3.27%	0.80	24.42	25.22	26.02	26.82	27.62	28.42	29.22	30.02	30.82	31.62	32.42	33.22	

**4. Agreement on Expansion of Grade E /
Reclassification**

Agreement on Expansion of Grade E / Reclassification

Final April 8, 2009

Yale University and Local 34 share the following interests:

1. Providing job advancement opportunities and clear career paths for members of the Local 34 bargaining unit.
2. Ensuring clarity, transparency, fairness and consistency in the job classification process.

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

1. Development of new and revised Grade E criteria.
 - a. The University and Local 34 will expand the criteria for Labor Grade E. The goal is to develop the grade into a robust, full labor grade, consistent in programmatic content with the generic descriptions and job titles in grades A to D.
 - b. Beginning with the guidelines for Grade E criteria that exist in Article 11, section 9 (a) of the 2002 Agreement between Yale University and Local 34, the parties will develop new or revised criteria that is considered to be "higher" in level than Grade D generic work, or that represent significant progression upwards from Grade D level work, in all relevant job classifications.
 - c. The criteria will be created from work performed in job classifications in the following Managerial and Professional (MP) and Clerical and Technical (CT) job families (CT job families which have MP counterparts are in parenthesis) : Administration (Secretarial); Clinical (Clinical); Communications, Editing and Teaching (Technical Support); Computing and Information Systems (Data Processing, Technical Support); Development; Financial (Accounting/Financial); Library (Library); Museum/Curatorial (Museum/Curatorial); Research, both Medical (MSS) and Humanities (HSS), and Research Support (Research); Service, Safety and Security (Research, Service); and Student Services (Support Service). It is understood that Grade E criteria may not result from all job classifications or job families examined.
 - d. The criteria will be developed from work being performed in current CT Grade D and Grade E job classifications and in the current band of MP entry level grades.
 - e. The criteria will be developed from sources of job information such as generic descriptions, job requisitions and postings and job audits. The parties may choose to examine work being performed in actual positions, but will not be required to do so for this part of the project.
 - f. The project will commence with development of Research Assistant (MSS) Grade E criteria. The process, methods and materials used to create new and revised grade E research criteria and the resulting criteria will serve as a template for the expansion of grade E criteria in the remaining job families.
 - g. The expansion of Grade E criteria will be completed and implemented within six (6) months of the signing of this agreement. "Implemented" means the application of the new and revised criteria to the day-to-day classification of positions through the job

audit, job posting and departmental reorganization processes, and not the terms of the Transition Agreement referred to in section 3 below.

- h. After the completion and implementation of the new and revised grade E criteria, the University and Local 34 will partner on the creation of joint training programs to enhance promotional opportunities for Staff Members into Grade E positions. These programs may be created as parts of job advancement efforts in the joint University/Local 34 Clinical and Research Operations projects.
- i. Primary project participants will include members from the Department of Human Resources Compensation and Classification unit and representatives of Local 34. The primary participants may jointly decide to solicit comments on the criteria being developed from CT and MP staff and faculty. However, responsibility for the criteria and final decisions on their content will rest with the primary participants.

2. Partnership on Local 34 transition agreement.

- a. Central to the successful implementation and ongoing application of the new Grade E structure will be close collaboration between the University and the Union. The University will conduct a thorough and rigorous review of positions in entry level M&P levels which could potentially be mis-classified. The tools and methodologies for this review, inclusive of those utilized to test Fair Labor Standards Act exemption, will be reviewed, and discussed in detail, with the Union as will the periodic progress as the classification review proceeds. Positions determined to be reclassified as overtime-eligible will be identified to the Union.
- b. The decision to include specific positions and incumbents as eligible for inclusion in to the bargaining unit shall be by mutual agreement. The University and Local 34 recognize that questions regarding the inclusion in or exclusion of overtime-eligible positions within the bargaining unit and the answers to these questions are best addressed and resolved jointly and by consensus. Therefore, the parties agree to develop a process which is designed to review and resolve these questions in an objective, fair and timely manner. The University and Local 34 will establish a working group comprised of representatives from both parties to address these questions.
 - i. The working group will establish a set of objective criteria consistent with the needs of the University and Local 34, and NLRA guidelines, for determining whether a position is appropriately included or excluded from the bargaining unit. Based upon those criteria, the working group will review and resolve any questions which are raised regarding the bargaining unit status of these positions.
 - ii. In the event that the working group cannot reach consensus on the bargaining unit status of a particular position, the matter will be referred to the Best Practices Policy Board for resolution.
- c. Transition of incumbents in affected job classifications.
 - i. Employees identified by the parties in Section 2, paragraph b above, will be eligible to join the Local 34 bargaining unit under the terms of the Transition Agreement ("Transition Agreement II") attached to this agreement.

- ii. The University will provide employment information on incumbents including name, department, seniority, job title and grade, salary, benefit elections, and any other information necessary to effect the transition terms and conditions.
- d. During the execution of the transition agreement anticipated to commence within the next twelve months and during the development of new and revised grade E criteria, the parties will review the trends and data related to all entry level band MP job audits and postings. This measure is meant to ensure fairness and consistency in the classification of affected incumbents or potentially affected incumbents and to gather data and job information relevant to the development of new and revised grade E criteria and of guidelines for the future classification of grade E.

3. Hiring flexibility in Grade E positions.

- a. The University and the Union recognize the need for true career paths and promotional opportunities for Staff Members and the need to retain and recruit the best candidates from among both internal and external candidate pools for positions in the new more robust labor grade E.
- b. Therefore, the parties agree that, for labor grade E positions, both new hires and internal candidates whose current step is below step seven (7), may be hired at a salary up to but no higher than seven (7) steps above the minimum of the labor grade E salary structure. Internal candidates whose current salary would cause them to be placed on a step higher than seven (7), shall be appropriately placed on the structure according to the terms of Article X, Section 5 (a) and (b) of the 2002 Agreement. The terms of Article X, Section 2(b) of the 2002 Agreement shall apply to salary increases for hires above the minimum covered in this paragraph.
The restrictions and allowances of Article X, Section 3 (b) (i), (ii), and (iii) of the 2002 Agreement shall not apply to internal or external hires above the minimum in labor grade E.

4. Partnership on the Local 34 Job Classification System.

- a. The University and Local 34 agree that a common understanding of the organizational culture in which job classification occurs at the University is central to the successful implementation and ongoing application of the new and revised Grade E criteria and the transition of eligible incumbents into the bargaining unit. The parties will jointly examine aspects of the current system and culture and may recommend revisions to the system to ensure fair and consistent classification of positions.
- b. The parties will devise reporting and monitoring systems on the status of Local 34 job classification and will share these reports and engage in dialogue about trends and patterns on a regular basis.
- c. The parties may choose to revise Article XI of the 2002 Agreement to incorporate the terms of this agreement, update its language, reflect existing practices not addressed in the current language or jointly agree on new terms.

5. Transition Agreement

**Transition Agreement II
Between
Yale University
and
Local 34, FUE UNITE HERE**

Final April 8, 2009

Yale University and Local 34, FUE hereby agree to the following terms and conditions with regard to M&P Overtime Eligible M&P employees identified as such after the date of this Agreement.

1. The University will advise the Union of position classifications and incumbents that it identifies and classifies as "M&P Overtime Eligible" and will provide the Union with the criteria it used to make the determinations. Once position classifications and incumbents have been so identified, the University and the Union shall meet promptly to discuss and agree on which position descriptions and incumbents will become eligible for incorporation in to the Local 34 Bargaining Unit. The decision to include specific positions and incumbents as eligible for inclusion in the bargaining unit shall be by mutual agreement.
2. After incumbent employees are identified pursuant to paragraph 1, above, they will be notified jointly by the University and the Union promptly and provided with at least six (6) months during which they may each individually choose to join the bargaining unit represented by Local 34. The six month period may be extended by mutual agreement of the parties, and request(s) for extension by either party shall not be unreasonably denied. The decision to join the bargaining unit is a one-time election that may not be revoked or reversed. Employees who choose to join the bargaining unit will be transferred into the bargaining unit within thirty (30) days of the expiration of the option election period and be subject to the provisions below. The option election form will be sent to all eligible employees on a date mutually agreed upon by the University and the Union. Employees who choose not to join the bargaining unit will continue to be subject exclusively to the University's policies and procedures pertaining to M&P employees.
3. The University will remain neutral with respect to the decisions of the incumbent employees regarding whether or not to join the bargaining unit or regarding membership in or support for the union. The University will notify supervisors, managers and others employed by the University who manage the work of incumbent employees that the University takes no position regarding the employees' decision. Further the University will advise supervisors, managers and others employed by the University who manage the work of incumbent employees that they will respect an employee's right to choose whether to join the bargaining unit and will take no position regarding union membership.

4. The University and Local 34 will conduct joint information sessions to which incumbent employees will be invited for the purpose of providing information about the specific terms of the Transition Agreement and answering employees' questions. A portion of these meetings will be given over to Local 34 representatives, without University management in the room, for the purpose of discussing specific union issues with the eligible employees.
5. For all employees eligible under this Transition Agreement to choose to join the bargaining unit, the University shall provide Local 34 representatives with the employees' department and work site locations, direct-line work telephone numbers. Local 34 representatives shall have reasonable access to confer with employees during working hours and may engage in discussions and/or telephone conversations with employees to the extent permitted any other staff member. Union representatives will respect employee and departmental work objectives, and exercise discretion with regard to length and timing of visits and calls. Further, the union will advise union representatives to respect an employee's right to choose whether to engage in discussion. Mailings to eligible employees' homes will be joint communications mailed by the University and may include material supplied by Local 34.
6. The University will provide to Local 34 on a monthly basis a list of employees identified in paragraph 1, above who do not choose to become members of the bargaining unit, including name, title, department and employment status.
7. Regardless of the current incumbents' choice regarding whether to join the bargaining unit, when an incumbent employee leaves an M&P position covered by this Transition Agreement and the position is continued unchanged, it will be classified as a bargaining unit position in the appropriate C&T job title.
8. When one of the overtime-eligible M&P positions covered by this agreement is vacated by an incumbent M&P employee, and the University proposes to classify the position outside of the bargaining unit, the University and the Union will meet to review the description of the duties of the position in order to verify its proper classification at the time of the job posting. The University and the Union will apply the criteria and processes described in Section 2 (b) of the Agreement on Expansion of Grade E/Reclassification to agree on the classification of the position.
9. Vacant M&P positions in the affected job titles that are posted at the effective date of this Transition Agreement where an offer has not been extended will be reposted as a bargaining unit position. In the event an offer is outstanding, the employee accepting an offer will be entitled to the same election provided for in this Transition Agreement and will be treated the same as an incumbent employee for purposes of this Transition Agreement.

10. The following provisions of this Transition Agreement apply only to those M&P incumbent employees who elect to join the bargaining unit. Such employees will be subject in all respects, except to the extent modified by this Transition Agreement, to the applicable provisions of the 2002 Agreement between Yale University and Local 34 (hereafter, the Local 34 Agreement), including any successor agreements. These provisions of this Transition Agreement will become effective when an incumbent is transferred to the bargaining unit pursuant to paragraph 2, above:

a. Probationary Period

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

b. Seniority

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

c. Job Titles and Classification

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

d. Salaries

An employee who chooses to join the bargaining unit will retain his/her current salary.

An employee whose seniority as calculated under this Transition Agreement would place him/her on a step in the applicable C&T salary grade that would provide a salary higher than his/her current salary will receive an upward adjustment to that salary level.

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

e. Future Salary Increases

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

f. Health and Dental Insurance

Employees who choose to join the bargaining unit will be considered to have had a qualifying event and will have 30 days in which to change, add or drop

coverage and enroll in one of the existing plans offered to C&T employees in accordance with the provisions of the Local 34 Agreement.

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

g. Paid Time Off

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

h. Tuition Assistance

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

i. Pension

Employees who choose to join the bargaining unit and who currently participate in the Yale University Retirement Plan for Staff Employees will continue in this Plan.

Employees who choose to join the bargaining unit who have not participated in the Yale University Retirement Plan for Staff Employees will become participants in the Plan, subject to the applicable eligibility and other provisions of the Plan.

Employees who join the bargaining unit may join the Yale University Matching 403(b) Plan that is available to bargaining unit employees subject to the applicable eligibility and other provisions of the Plan.

Employees who choose to join the bargaining unit are not eligible to continue participation in the Yale University Retirement Annuity Plan (YURAP). Employees will retain their balance in the YURAP.

j. Retiree Medical Insurance Benefits

For employees who choose to join the bargaining unit, retiree medical insurance benefits will be in accordance with the provisions of the Local 34 Agreement and applicable past practice in determining credited service. To be eligible to retire from their C&T position with the retiree medical

insurance benefits, employees must work in a C&T position for at least six months following transition to the bargaining unit.

6. Supplementary Support for Laid-Off Staff Members

Supplementary Support for Laid-Off Staff Members

Final 4-12-09

PRINCIPLES AND GOALS

“The parties agree on the principle that, subject to the provisions of this Section, priority for all posted clerical and technical job openings shall be given to Staff Member applicants.”—Article XVI, Promotions & Transfers, paragraph 6.

In recognition of the above paragraph, the goal of this section is to lay out a series of steps and actions that ensure maximum support to laid-off Staff Members during the current economic downturn.

Unless otherwise noted, the following measures apply to currently laid-off Staff Members and to Staff Members who become laid off during the period March 31, 2009 to December 31, 2010.

PLACEMENT EFFORTS

1. The parties agree to set a goal that between March 31, 2009 and December 31, 2010, a majority of open bargaining unit positions will be filled by laid-off Staff Members and Staff Members.
2. To ensure maximum supplemental support, the parties agree to the process as follows:
 - (a) All laid-off Staff Members will be interviewed by the Job Search Team and HR Staffing to determine a “skills profile,” and will be advised on career development training opportunities.
 - (b) Seven (7) days prior to the posting of a bargaining unit position, the Job Search Team and HR Staffing will work to match the position with qualified laid-off Staff Member(s). The goal of this effort is to identify qualified laid-off candidates for transfer and/or to recommend that Staff Members in the pool of qualified laid-off candidates apply prior to position being posted.
 - (c) Clerical and technical jobs will be posted to Laid-Off Staff Members and Staff Members only for fourteen (14) days.
 - (d) If five (5) or more qualified laid-off Staff Members apply during the 14-day posting period in (c) above, they will be granted departmental interviews within 14 days of the end of the 14-day posting period. Only the 5 or more laid-off Staff Members will be interviewed during this time, ahead of any other candidates. Incentives will be offered to departments willing to hire from among this pool.
 - (e) If fewer than five (5) qualified laid-off Staff Members apply, the applicant pool will be opened up to Staff Members for whom the posted position will constitute a promotion.
 - (f) If three (3) or more qualified promotional candidates apply, they will be interviewed within 14 days of the end of the 14-day posting period. Only the

Supplementary Support for Laid-Off Staff Members

qualified laid-off Staff Members and qualified three (3) or more promotional candidates will be interviewed during this time.

- (g) If fewer than 3 qualified promotional candidates apply, the posting will be opened up to all applicants.
 - (h) Hiring decisions in cases where qualified laid-off Staff Member(s) are in the applicant pool will be reviewed by the Job Search Team with HR Staffing prior to the offer being made. Such reviews will take place at least forty-eight (48) hours prior to the offer being made.
 - (i) All laid-off Staff Members placed in permanent positions during the effective period of this agreement and the departments that hire them will be eligible for a 90-day trial period, at the end of which either the Staff Member or the department may decide to reverse the decision. If a decision is reversed, the Staff Member will return to the IEP with no interruption of IEP time. The parties agree that a staff member may exercise the option only once, and a department may exercise the option only once per posted opening.
 - (j) The parties may mutually agree to modify the process outlined in 2a) through 2i) to improve the clarity of the process.
3. In support of the principles and goals of this provision and the process described in 2. above, the parties agree to work together as follows:
- (a) The University will release one (1) additional Staff Member at salary grade D and on a full-time basis to work with the Job Search Team for a period of two fiscal years. The Union agrees to make every effort to recruit this additional Job Search Team member from the IEP. In addition, the University will dedicate one HR Staffing Representative to the Job Search Team for the effective period.
 - (b) The Job Search Team, HR Staffing, and the Learning Center will work together to design a meaningful training program for job search skills (i.e. interviewing and resume-writing).
 - (c) The parties agree to explore and create incentive programs for departments to give hiring priority to laid-off Staff Members, which may include:
 - i. For departments considering hiring laid-off Staff Members, HR may provide additional funding to the department for three (3) months and may provide sufficient training to allow the Staff Member to perform the job.
 - ii. Create and communicate a transitional funds program for hiring departments to minimize salary considerations in hiring.
 - iii. Create expedited administrative process for the hire of laid-off Staff Members.
 - (d) The parties will employ a jointly-agreed upon reading of contractual standards for determining the hiring order (i.e., "significant differences in skills, qualifications and experience").

Supplementary Support for Laid-Off Staff Members

- i. Develop a process to ensure that this agreed-upon reading of the language is followed by HR and hiring supervisors.
 - ii. Develop a standard process and form consistent with contractual standards that unambiguously explains the reason(s) for not hiring a laid-off Staff Member or a Staff Member. Ensure that departments communicate hiring decisions to Staff Members and Local 34 within fourteen (14) days of the hiring decision.
- (e) Local 34, through the Job Search Team, and HR Staffing will work together to monitor the application of provisions of this agreement and the 2002 Agreement between Local 34 and Yale University regarding the placement of laid-off Staff Members and Staff Members.
4. The University agrees to develop training opportunities for laid-off Staff Members in the research, clinical and financial job families, including on-the-job training, and to link the training to specific IEP assignments.
5. On March 31, 2010, the parties will measure the success of these provisions as follows:
 - (a) That at least two-thirds of the Staff Members laid off as of September 30, 2009 have been permanently placed. Those laid-off staff members who are in a 90-day trial period, will not count toward this number;
 - (b) That a majority of bargaining unit positions with qualified laid-off candidates that are filled have been filled with laid-off candidates.
 - (c) If both of these measures are not met, then for the remainder of the effective period of this agreement, for bargaining unit job postings in grades C and D, HR Staffing will refer only qualified laid-off Staff Member applicants. For any such posting, if there are five (5) or fewer qualified laid-off Staff Member applicants at the end of the 14-day internal posting period, HR Staffing may refer qualified Staff Member applicants as well. If no qualified Staff Members apply, then the posting would be opened to external applicants.

ADDITIONAL JOB SECURITY PROTECTIONS

6. All currently laid-off Staff Members, and Staff Members who become laid off during the effective period shall receive a minimum of six (6) months in the IEP.
7. All currently laid-off Staff Members and Staff Members who become laid off during the effective period, who have not attained a permanent position by the end of their time in the IEP shall be extended on a month-by-month basis, for a period not exceeding one-half of their original IEP time. For the effective period this paragraph replaces the “trigger number” language described in Article XVII.4(g) of the 2002 Agreement.
8. Any laid-off Staff Member who works in an IEP assignment of twenty (20) or more hours per week and which continues beyond six (6) months shall have her/his IEP time extended for an amount equal to the length of that assignment.

Supplementary Support for Laid-Off Staff Members

9. Laid-off Staff Members in the Interim Employment Pool who have not attained a permanent position by the end of their time in the IEP will
 - (a) maintain their seniority for an additional twelve (12) months, and
 - (b) be considered laid off and will have the rights pursuant to paragraph 2(b) of Article XVII (Job Security) of the 2002 Agreement for an additional twelve (12) months.

OTHER PROVISIONS

10. Departments with posted bargaining unit positions, or which need coverage for Staff Members on a leave of absence, will employ qualified laid-off Staff Members in the Interim Employment Pool in temporary assignments before hiring casual or temporary employees.
11. The University will review casual and temporary employee usage in departments before approving the layoff of Staff Members. The University will share casual and temporary information related to the layoff with the Job Search Team.
12. The parties agree on the importance of accelerating the implementation of the new Temporary Employment language.
13. The University will not replace the regular bargaining unit work of laid-off Staff Members with the use of student casual employees.
14. The parties agree that it is desirable to jointly explore internal transfer opportunities within departments or organizational areas to avoid layoffs.
15. The parties may bring unresolved issues to the Best Practices Policy Board for resolution.

7. Temporary Employees

Article XVIII Temporary Employees

Final April 9, 2009

1. The University and the Union recognize the need for
 - (i) the use of temporary/casual employees (known herein as temporary);
 - (ii) providing University departments with an efficient and responsive system for accessing temporary employees; and
 - (iii) increased access to promotion and advancement opportunities for existing Staff Members.

2. To address the interests expressed above, the University will employ new systems and procedures to provide the University's temporary bargaining unit clerical and technical employment needs with bargaining unit members as the preferred source.

3. Temporary employment is continuous, regularly-scheduled, predictable employment or discontinuous and irregularly-scheduled employment of less than six (6) months' duration, and can be full-time or part-time.

4. Temporary employees are not covered by this Agreement unless they are bargaining unit employees in the Interim Employment Pool (IEP) or in the Temporary Floater Pool (TFP).

5. No temporary employee shall be used in a position previously occupied by a Staff Member that has been vacated unless (i) the position has been posted and the hiring of a permanent replacement is in process or (ii) the University determines that the position need be covered only on a temporary basis as defined in paragraph 3 above.

6. Temporary assignments for previously-occupied and newly-created posted positions and for coverage of Staff Members on leave of absence will be offered first to Staff Members in (i) the IEP or (ii) the TFP.

7. No temporary position that is continuous, regularly-scheduled and predictable shall continue in the same budgetary unit for more than six (6) months during any twelve (12) month period (except as a substitute for a Staff Member on leave of absence).

8. (a) No temporary position (as limited by the following sentence) that is discontinuous and irregularly-scheduled shall continue in the same budgetary unit for more than twenty (20) weeks during any twelve (12) month period (except as a substitute for a Staff Member on leave of absence). It is understood that if two (2) or more Staff Members hold the same job title in a defined work area and/or perform the same or similar work, the work performed by such Staff Members shall be considered only one position for purposes of applying the preceding sentence.

(b) No discontinuous and irregularly-scheduled temporary employee shall be used in the same defined work area for more than twenty (20) weeks during any twelve (12) month period.

(c) The "defined work areas" referred to above are those that have been identified by mutual agreement.

9. The use of temporary employees may, however, exceed the limitations stated in paragraphs 7 and 8 above by mutual agreement with the Union and such agreement shall not be unreasonably withheld.

10. All other temporary positions which now violate such guidelines, or which in the future reach the limitations of those guidelines, shall be terminated.

11. Except for employment of Yale students, the above definitions and limitations shall apply to all temporary employment involving the kinds of work normally performed by Staff Members.

12. If the Union has reason to believe that a particular temporary assignment exceeds the limitations stated in paragraphs 5, 7 or 8 above, it shall it shall informally discuss such issue and seek resolution with the Department. If the Union thereafter believes that the Agreement has been violated, and the parties fail to resolve the matter at the department level, the Union shall inform the Board which shall investigate and determine resolution. If the Board fails to reach a resolution, the Union may file a grievance as outlined in Article XXXVI. The "date of the occurrence of the facts" referred to in Article XXXVI will be the date the Union and the University are notified of the Board's failure to reach resolution.

13. Departments and the Union will be notified after a temporary employee has worked twelve (12) weeks. Except for an individual covering a Staff Member on an approved Leave of Absence, after twenty (20) weeks for a discontinuous and irregularly scheduled temporary or twenty-six (26) weeks for a continuous, regularly scheduled, predictable temporary employee, such temporary employee will be terminated from that position.

14. Effective with the signing of this Agreement, the University will form a joint Temporary Employment Board (Board) that will provide oversight of the continuing Temporary Employment Pool program.

(a) The Board will consist of an equal number of Local 34 representatives and University representatives who will have the necessary systems and organizational knowledge, experience and authority to accomplish the goals set forth by this Agreement. The University representatives will be appointed by the Vice President for Human Resources and the Union representatives will be appointed by the President of Local 34.

- (b) The Board shall jointly design and provide oversight to the Temporary Employment Office (below) which shall be managed by the University.
- (c) The Board will meet no less than monthly to review and monitor the progress of the program and to review the operation of the Temporary Employment Office
- (d) The Board will regularly review temporary employment activity in the Bargaining Unit positions to assess the effectiveness of the TFP, and it will work collaboratively with the TEO to promote and maintain program effectiveness.

15. Within six months of the signing of this agreement, the Department of Human Resources, in collaboration with the Temporary Employment Board, will create a Temporary Employment Office (TEO) to manage the deployment of temporary employees to requesting departments.

- (a) The TEO will design and develop the methods and means to monitor, measure, report and track temporary employees at Yale.
- (b) The TEO will be responsible for the day-to-day management of the Temporary Floater Pool (below).
- (c) The Department of Human Resources and the Board will jointly design appropriate job descriptions as necessary.
- (d) The recruitment and selection of the TEO staff will be the responsibility of the Department of Human Resources. Union representatives of the Board will participate in the interview process and provide input to the hiring decision(s).
- (e) The University in consultation with the Board will determine the staffing levels for the Office.
- (f) The TEO will provide the Union monthly, in a format to be agreed upon, a report of temporary employment activity in bargaining unit positions.

16. When the Board, the Department of Human Resources, and the TEO agree that sufficient data on temporary employment use and needs at Yale have been gathered, but no later than July 1, 2010, the University will create and maintain a Temporary Floater Pool (TFP) staffed with bargaining unit Staff Member positions.

- (a) TFP positions will be bargaining unit positions and will be posted and filled under the same terms as other bargaining unit positions.
- (b) Initially, the TFP shall consist of ten (10) positions unless otherwise determined by the Board based upon the size and characteristics of the IEP and demands for temporary services. Based on use and need of temporary employment, the Board, the Department of Human Resources and the TEO will determine the ongoing staffing of the TFP.
- (c) Staff Members in the TFP shall be available for temporary work that is appropriate for the Staff Member's skill set. The Staff Members will have the

required skills, proficiency, education, training and certification to successfully perform the required duties.

- (d) Because a Staff Member in the TFP may be assigned to a variety of University departments, successful internal and external candidates for TFP positions will be subject to background checks in the same manner as other Staff Members.
- (e) Successful external candidates (i.e. candidates from outside the bargaining unit) for TFP positions are subject to the normal ninety (90) day probationary period, but the TEO may, by agreement with the Union, extend the probationary period up to one hundred eighty (180) days upon timely notice to the Union before the expiration of the normal ninety (90) day probation. The Union agrees that extension approvals will not be unreasonably denied.
- (f) In order to maximize the stability of the TFP workforce, Staff Members in the TFP shall not be eligible to bid on other University positions for six months after being hired in the TFP.
- (g) Staff Members in the TFP shall be entitled to vacation, sick and personal time in the same manner as other Staff Members, i.e., based on their date of hire relative to the effective date of the new paid time off provisions.
- (h) Staff Members in the TFP may be required to work on holidays and recess days. Staff Members required to work on such days will be paid at straight time for recess days and at time-and-a-half for holidays. Staff Members hired by the University before the new paid time off provisions become effective who are required to work on such days, will be entitled to alternative paid time off at the rate of one (1) hour per hour of holiday or recess time worked. Staff Members may utilize the accrued alternative paid time off at the time desired by the Staff Member so far as possible. The Department's agreement to scheduling of alternative paid time off shall not be unreasonably denied, bearing in mind the operational needs of the Department.
- (i) TFP positions are subject to the same performance evaluations as other Staff Members. The TEO will utilize regular feedback from assignments in order to inform and complete Staff Members' performance evaluations.
- (j) The Board, the Department of Human Resources and the TEO will annually review and evaluate the progress and effectiveness of the TFP. Measures for success will be jointly developed, including, but not limited to: length of assignment, utilization, turnover, financial impact, Staff Member feedback and client Department feedback.
- (k) This section does not prohibit departments from creating permanent bargaining unit floater positions. Bargaining unit floater positions will be subject to the same terms and conditions as regular bargaining unit employees covered by the agreement

17. In combination with the IEP, the TFP will serve as the initial source of temporary employees for University departments' temporary clerical and technical staffing needs.

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

19. The Best Practices Policy Board will provide general oversight regarding all provisions of this Article.

8. Paid Time Off

ARTICLE XXVI

Vacations

1. Each Staff Member shall be entitled to vacation with pay at the Staff Member's straight-time hourly rate to the extent provided by paragraphs 2, 3, 4 and 6. A Staff Member shall not be eligible to take paid vacation until the Staff Member has completed six (6) months of service.

2. A Staff Member hired on or after July 1, 2009 regularly scheduled for twenty (20) or more hours per week shall be entitled to vacation and vacation pay in each fiscal year as defined herein.

(a) Vacation Service Allotment. An employee's vacation service allotment shall be determined on the basis of his or her years of service as of the end of any fiscal year as follows:

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

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

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

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

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

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

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

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

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

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

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

7. A Staff Member who has completed at least six (6) months of service and who either resigns from the University or is terminated by the University shall be paid for any unused and unforfeited vacation time.

8. Upon the Staff Member's request, vacation pay shall be paid to a Staff Member prior to the start of the vacation.

ARTICLE XXIV

Holidays

1. Each Staff Member, who works or does not work on a University holiday or recess day, shall receive, in addition to pay received for time actually worked (if any), pay for the holiday or recess day equal to the straight-time hours the Staff Member otherwise would have worked on such day.
2. The University holidays are: New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the day observed by the University as the holiday. If a holiday falls on Saturday, it will be observed on the preceding Friday; if a holiday falls on a Sunday, it will be observed on the following Monday.
3. The University recess days are the Friday after Thanksgiving, the last day (excluding Saturday and Sunday) before the day observed as the Christmas Day holiday and the four (4) days (excluding Saturday and Sunday) which fall between the Christmas Day and New Year's Day holidays.
4. A Staff Member on layoff or leave of absence shall not be eligible for pay for an unworked holiday or recess day. A Staff Member on a leave of absence shall be eligible for pay for a holiday or recess day if the Staff Member is receiving pay from sick, vacation or personal time when the holiday or recess day occurs, provided that the payment of such time has been continuous from the start of the leave.
5. Scheduled Work on Holidays and Recess Days
 - a. If a Staff Member is required to work on a holiday or recess day, the Staff Member shall receive any holiday or recess day pay for which the Staff Member is eligible under this Article for the holiday or recess day involved, plus either pay or, if the Staff Member and the Staff Member's Supervisor agree on the scheduling of compensatory time, compensatory time off, at the rate of one and one-half (1 1/2) hours for each hour worked. The Staff Member's request to scheduling of compensatory time shall not be unreasonably denied by the Supervisor, bearing in mind the operational needs of the department. However, compensatory time off may not be granted for any hours worked by the Staff Member in excess of forty (40) in the workweek involved. If compensatory time off is provided, such time must be taken by the June 30 following the holiday or recess day involved or be forfeited. For purposes of this paragraph, the holiday or recess day shall be the twenty-four (24) hours beginning at 12:01 a.m. on the holiday or recess day.
 - b. For Staff Members first employed on or after July 1, 2009, in lieu of the premium compensation provisions described above as they apply to recess days, Departments may designate any recess day as a normal work day by providing notice to the affected

employee(s) at least thirty (30) days in advance of the regularly designated recess day. An employee assigned as such will receive an equivalent floating holiday that can be used at a time mutually agreeable between the Supervisor and the Staff Member within the same fiscal year. The Staff Member's request to scheduling the floating holiday shall not be unreasonably denied by the Supervisor, bearing in mind the operational needs of the department.

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

Personal Business Days

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

PTO (Sick leave) Local 34

Final April 8, 2009

ARTICLE XX

SICK LEAVE

1. A non-probationary Staff Member required to be absent from work because of the Staff Member's illness or injury shall be entitled to sick leave with pay for the straight-time hours not worked by the Staff Member due to such illness or injury to the extent of the Staff Member's sick leave allowance.
2. A Staff Member's sick leave allowance shall be twelve (12) days per fiscal year, except that for the fiscal year in which the Staff Member is hired, the Staff Member's sick leave allowance shall be one (1) day for each month in which the Staff Member has worked. Sick leave unused in any fiscal year may be carried forward to succeeding fiscal years, up to a maximum accumulation of two hundred four (204) days for Staff Members hired before July 1, 2009, and two thousand seven hundred fifty two (2752) hours for Staff Members hired on or after July 1, 2009.
3. A Staff Member required to be absent due to illness or injury must notify his or her Supervisor at the commencement of such absence and thereafter as is reasonably required by the Supervisor during the duration of the absence, unless the Staff Member's condition prevents giving such notification.
4. In cases of suspected malingering the University may require evidence of a Staff Member's illness or injury or a medical examination by the University before payment for sick leave is given.
5. The University may require, at its expense, evidence of a Staff Member's health status or a medical examination of the Staff Member by the University prior to a Staff Member's return to work from major surgery, contagious infection, or protracted or serious illness or injury.
6. Sick leave may be used in hours or days. A day, for purposes of this Article, is the number of hours determined by dividing the Staff Member's scheduled hours of straight-time work in a normal two (2) week period by ten (10).
7. A Staff Member shall be advised in writing at least once annually of the Staff Member's unused accumulated sick leave days.
8. If a Staff Member with a least one (1) year of service dies while on the active payroll of the University, the Staff Member's beneficiary designated to receive the payment provided by Article XXII (Life Insurance) shall be paid any unused accumulated sick leave pay which would have been payable to the Staff Member if the death had not occurred.
9. Retirement. A Staff Member retiring on or after November 1, 2003 will be paid out 25% of the Staff Member's accumulated sick time at retirement and the 75% balance will be applied toward the Staff Member's years of service as specified below. Any Staff Member retiring on or after January 20, 2008 will be paid out 50% of the Staff Member's accumulated sick time at retirement and the 50% balance

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

9. Joint Initiatives Relating to Clinical Operations

**Yale University and Local 34 Agreement on Joint Initiatives Relating to
Clinical Operations**
Final April 9, 2009

Background and principles.

Leaders of the Yale Medical Group (YMG) and Local 34 (the Union) have met regularly for the past year to explore ways in which both parties can participate in enhancement and growth of the YMG clinical practice. The Yale Medical Group is defined as the clinical practice of the full-time faculty of the Yale School of Medicine who bill for professional services through the YMG .

The Union recognizes that growth of the practice offers an opportunity for growth of the bargaining unit and the YMG has conveyed its concerns that practice competitiveness in the marketplace, which needs to be addressed to facilitate growth, is impacted by the current Union contract. The University additionally acknowledges the Union's interests in the security of existing bargaining unit positions. A collaborative effort has focused on identifying those elements and ways in which contractual changes would improve YMG competitiveness while allowing for practice growth and new union jobs.

Discussions have focused on:

- Reducing the cost of operations
- Performance improvement
- Workplace flexibility
- Employee training and advancement
- Transforming the patient experience

The School of Medicine and the YMG very much appreciate the willingness of the Union leadership to explore innovative solutions to the challenges facing YMG. Both sides recognize that major cultural change will be necessary to assure YMG's competitiveness in the health care marketplace and to continue to improve the clinical practice environment where the patient comes first. This transformation, which will include efforts to standardize and integrate practice operations, will require the participation of staff, managers, and physicians and a shared commitment to national standards of practice excellence. That effort is proceeding on a different timeframe than current discussions with the Union. On the other hand, we believe that the nature of the discussions to date, and the level of mutual trust that has developed set the stage for joint efforts focused on practice improvement.

Pilot projects.

To that end, YMG intends to continue to work with the Union on developing pilot projects that focus on performance improvement, cost effectiveness, work process redesign, work practice flexibility, and opportunities for advancement for Union members. The sponsors of these projects will be a Local 34 Medical School officer and the Deputy Dean of Clinical Affairs for the Yale School of Medicine. The sponsors or their designees will determine by mutual agreement which projects will be undertaken and what roles and authority the respective parties will exercise in implementing the projects. They will set overall goals, performance targets, milestones, and timelines for the projects. The parties realize that clinical practice operations and changes in the clinical practice must reflect the market and realistic timelines will need to be established to ensure that translation from discussion to change implementation occurs in an effective timeframe. The project goals will be realistic and will reflect the interests of both parties and those of the patients. The Union sponsor(s) will appoint leaders of the Union employed in the YMG practice and the University sponsor(s) will appoint leaders of the YMG practice to work on the projects, understanding that representation from a wide cross-section of the practice will create maximum investment in the projects. Collaboration on these projects represents a new model of cooperation that the parties have agreed to pursue; at the same time, the parties acknowledge that this collaboration is not equivalent to co-management of clinical operations.

The initial joint pilot projects will be:

1. To transform a clinical practice into a model of service excellence by focusing on the patient experience and market competitiveness. The parties will agree upon an appropriate clinical site as the focus of this project. The parties will jointly identify metrics to define the success of this project that are aligned with the project goals set by the sponsors.

Contingent upon the parties' mutual agreement that the project has successfully achieved its goals, work practices developed in this pilot will be brought to the Yale Medical Group cardiology practice at the Shoreline Medical Center in Guilford, Connecticut, which will be operated as a University practice. Consistent with the principle that practice operations function in a competitive fashion, the Clerical and Technical positions in this practice at the Shoreline Medical Center will then be subject to the terms and conditions of the then-current Local 34 Collective Bargaining Agreement except that for purposes of vacation (NEW Article XXVI), holidays (NEW Article XXIV), and personal business days (NEW Article XXV), employees in these positions will be

subject to the same terms and conditions as employees hired on or after July 1, 2009.

Also contingent upon the success of the pilot project, the parties will discuss whether future YMG positions at the Shoreline Medical Center will be subject to the terms and conditions of the Local 34 Collective Bargaining Agreement and if so, whether these positions will be subject to the Local 35 paid time off standards in exchange for provisions prioritizing internal hiring.

2. To create career paths in the clinical job classification families by examining all aspects of the current system including training, job descriptions, practice standards, and audit procedures. This project will include participation from management and union leaders of the YMG and the University Health Services. The project will result in recommendations to the Best Practices Medical School Leaders and Policy Board about how to construct robust career paths that will encourage high performance.

YMG welcomes the Union initiative to introduce Local 35 paid time off standards for new hires in Local 34, and appreciates the impact this will have on the practices' competitiveness.

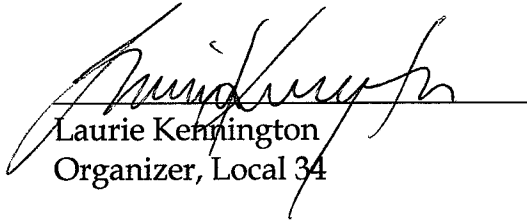
In recognition of this action on the part of Local 34, Yale University agrees to the pilot projects described above and agrees that ambulatory specialty practices ("the practices") operated by the Yale Medical Group in the Greater New Haven, Connecticut area will be operated as University practices .

The new Clerical and Technical positions in these practices (including any Clerical and Technical positions in practices acquired by YMG and managed as full-time faculty practices) will be subject to the terms and conditions of the Local 34 Collective Bargaining Agreement. All work performed in these practices in existing University Clerical and Technical positions will continue to be performed by University Clerical and Technical Staff Members. This provision shall not be construed to fix the number of bargaining unit positions.

The above paragraph applies to alternative corporate structures in the Greater New Haven, Connecticut area developed by Yale Medical Group that are staffed predominantly by full-time faculty of the Yale School of Medicine. The above paragraph does not apply to Yale Medical Group affiliations with non-University practices that are not staffed predominantly by full-time faculty of the Yale School of Medicine.

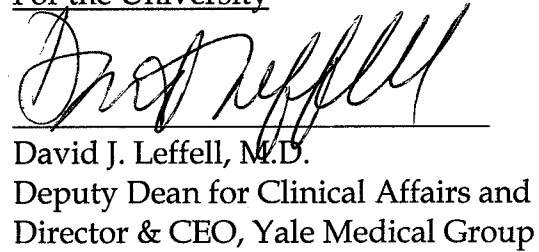
In view of the unpredictable nature of health care delivery, the parties commit to pursue means to provide opportunities for University clerical and technical Staff Members who are employed in clinical operations not covered by the preceding paragraphs of this agreement and who demonstrate excellence and a commitment to quality, to further develop skills that will allow them to evolve with the demands of the clinical practice and qualify for clinical practice positions should their current positions, in the course of time and in a manner consistent with the collective bargaining agreement, be transferred to another employer.

For the Union

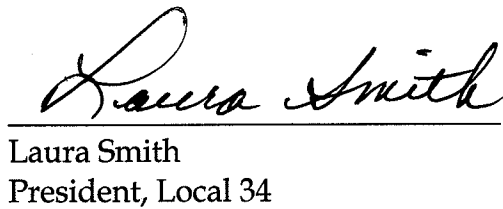

Laurie Kemington
Organizer, Local 34

Date: _____

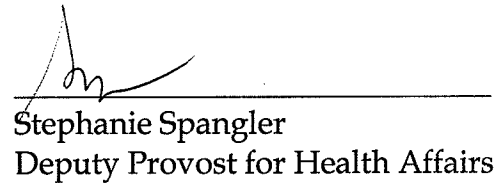
For the University


David J. Leffell, M.D.
Deputy Dean for Clinical Affairs and
Director & CEO, Yale Medical Group

Date: 9/20/10


Laura Smith
President, Local 34

Date: 5/26/10


Stephanie Spangler
Deputy Provost for Health Affairs

Date: 7/23/10

10. Partnering on Research Operations

Union - Management Partnering on Yale Research Operations

Final April 9, 2009

Statement of Principles:

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

1. Both parties recognize the unique pressures of a 24/7/365 research operation in the context of an academic environment.
2. Both parties agree on the importance of performing research work of the highest caliber.
3. Both parties recognize that excellence is enhanced when:
 - a. Both staff members and scientists are valued members of the research team.
 - b. Staff members are flexible in support of research objectives.
 - c. Staff members perform their work with excellence.
 - d. Outstanding work is recognized with opportunities for advancement.
 - e. Staff members and their supervisors are engaged in dialogue about both performance and professional development and advancement opportunities.
 - f. Staff members have opportunities to develop their skills, broaden their experience, and build a meaningful career
4. Both parties recognize that Clerical and Technical research assistants add value to the research enterprise by providing a measure of workforce stability and institutional knowledge to the conduct of research.
5. Both parties recognize that the research enterprise is highly competitive, that it is funded largely by monies from external grants and contracts, and that future success in obtaining such funding and in maintaining a high quality research enterprise requires an efficient, cost-effective approach to operating a research facility.
6. Both parties recognize that unique opportunities for growth and excellence in research are presented by collaborative efforts in Yale's West Campus.

Research Operations Collaboration

To implement these principles, the parties will establish a joint collaboration in the research enterprise and will appoint Sponsors to guide that collaboration. The University Sponsors will be high level leaders from both the Faculty of Arts and Science and from the Medical School research organization. The Union

Sponsors will be Local 34 Leaders from the Research Areas. The Sponsors will provide goal-level guidance to the effort.

The parties also will form a joint union-management Research Operations Steering Committee. The purpose of this joint committee will be to consider the organizational challenges facing staff, their managers, and academic researchers in the research environment, and to charter and guide joint projects intended to achieve new levels of excellence in the management and implementation of research at Yale. The Steering Committee may undertake projects on its own or work may be delegated to joint task forces, Joint Departmental Committees, joint communication partners, or other joint mechanisms. The Steering Committee will meet monthly or on a mutually agreed-upon schedule, and will provide periodic reports to the University leaders of the research enterprise and the Policy Board. If conflicts arise that cannot be resolved at the Committee level, or if issues arise requiring negotiation, those conflicts or issues will be referred to the Policy Board. As the Steering Committee develops experience, it may propose changes to membership, scope, and projects.

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

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

Committee will make recommendations to the Sponsors or to the Best Practices Policy Board.

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

2. Other projects might include:

- a. Create a “Credo for Research Excellence at Yale.”
- b. Consider various ways to increase Staff Member involvement in scientific inquiry, including recommending potential work process design projects, especially in core facilities and the West Campus.
- c. Support the implementation of performance feedback and supervisor – staff dialogue in the research enterprise at Yale.
- d. Educate staff about the economics of the research enterprise, and engage staff, managers, and scientists in identifying or exploring cost-saving or research effectiveness strategies.
- e. As West Campus research objectives take shape, consider a pilot project on West Campus to rethink research operations and work processes. New work system concepts may include flexible coverage, alternative salary and benefit provisions, high performance, and implementing the new model of skill acquisition developed in the first pilot (above).

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

11. Local 35 Wages

January 2010-

2% increase January 17th 2010

Trash collection upgrade 10 to 11, safety language

TRS upgrade 10 to 11, 4 people

Custom Grounds & CNA 0.50 cent License premium (agreed)

January 2011-

3.25% general increase January 16th 2011

Effective July Quarterly Cola per contract (Building to a rolling 12 months)

January 2012-

3.25% increase January 15th 2012

Quarterly Cola per current agreement building to a rolling 12 month basis

Cost of Living language will be examined by both parties semi-annually and 60 days prior to expiration of Contract (2013) if parties mutually agree 2010 Cola language stay in place.

If there is no agreement, the Cola goes back to Quarterly adjustments based on Bureau of Labor Statistics Consumer Price Index, 2002 Agreement Section 2.8.

Labor Peace Language-Joint Committee Assigned

Trades Premium:

Year 1- 0.50 cents (new money) per hour plus continuation of percentage increase

Year 2- 0.50 cents (new money) per hour plus continuation of percentage increase

12. Facilities and West Campus

MEMORANDUM OF AGREEMENT
Facilities & West Campus

WHEREAS the University has acquired a new facility, located in West Haven and Orange, CT and known as the "West Campus", and;

WHEREAS, the parties agree that University employees working at the West Campus who meet the criteria for being a Local 35 bargaining unit employee as defined in Article I, Section 1.1. of the parties' 2002 collective bargaining agreement ("CBA") will be included in the bargaining unit represented by Local 35 and covered by the CBA except to the extent modified herein, and;

WHEREAS, the parties have discussed how to provide improved service to the Central/Science, Medical and West Campuses;

NOW THEREFORE, the parties agree as follows:

1. Physical Plant

- a. The Central Planned Maintenance, Lock Shop and Fire Marshal's Office will service West Campus facilities.
- b. A new job description has been created for HVAC Mechanic which includes the work of present plumbing (related to HVAC), equipment mechanic, oil burner and refrigeration trades and includes all work that can be performed under the Connecticut trade license for an S2. A copy of the job description is attached as Exhibit A.
- c. A new job description has been created for HVAC Control & Automation Mechanic. The new job description includes all work that can be performed under the Connecticut trade license for an S2. A copy of the job description is attached as Exhibit B.
- d. The HVAC Mechanics and the Automation Mechanics will initially be limited to use at West Campus.
- e. Mechanics and tradesmen may be dispatched as needed from Central/Science Campus or YSM to perform work at West Campus. The University will meet with the Union and discuss the staffing of the West Campus for office, teaching and research space utilization to yield superior results.
- f. The University and the Union will begin the development of a program for a painter's externship.

2. Custodial

- a. A new job description, *Building Steward* has been created. The new job description adds responsibilities in the areas of grounds maintenance and custodial service and applies new qualifications for required previous experience. Additionally, it will require the employee to assume greater responsibility for the assigned properties and have more interaction with customers. A copy of the job description is attached as Exhibit C.

- b. Effective August 4, 2008, all current Building Attendants will be transferred to the new Building Steward job description. The existing Building Attendant job description will be eliminated.
- c. With the understanding that Building Stewards will have new responsibilities the University has agreed to elevate this position up to but not exceeding the base pay rate of labor grade 10. All premiums will continue to apply to the base pay rate in accordance with the labor contract.
- d. The University will meet with the Union to discuss proper staffing as it relates to full-time Custodians, Senior Custodians and Building Stewards.
- e. The Union acknowledges that the University will continue to develop and use custodial project teams. The project teams will utilize existing custodial employees to perform seasonal project work

3. Grounds

- a. The University will make the following staffing increases:

Grounds – West Campus	Groundskeeper	3
	Gardener	1
Grounds, YSM	Gardener	1
Grounds, Central/Science	Groundskeeper	2
	GM Mechanic	1

- b. West Campus Grounds staff may be utilized at YSM, and Grounds staff at YSM may be utilized at West Campus, to accommodate seasonal and academic calendar work fluctuations (e.g., fall clean-up, Commencement, etc.). During winter months, the University may utilize West Campus Grounds staff to support the activities of the University Fire Marshal.
- c. The Union acknowledges the University will utilize the YSM Master Gardener to support both YSM and West Campus grounds maintenance activities.
- d. The Union acknowledges the University will institute a rounds crew, centrally housed and managed, to include mowing and other seasonal operations. The University will consider input from the Union in the design of the crew.
- e. The Union acknowledges the University will utilize the central vehicle repair shop to service equipment for West Campus. The repair shop will be supported by the addition of a Grounds Maintenance Mechanic as described above (3a).

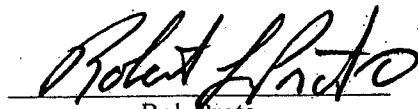
4. Utilities

- a. The University has created a new job description called Utility & Building Infrastructure Mechanic (U&BIM). The new job description will cover the activities associated with the operation of the West Campus power plant and include all work that can be performed under the Connecticut trade license for an S2. The U&BIM primary responsibility will be the operation of the power plant but may also perform HVAC maintenance and repair work within buildings. A copy of this job description is attached as Exhibit D.
- b. Former Bayer employees (currently employed by EMCOR) now engaged at West Campus and identified in the attached list, will be offered the U&BIM positions or other positions for which they may be qualified that the University fills at West Campus. The identified employees will be considered new hires and will receive wages, benefits, and contractual rights as determined by the Local 35 FUE CBA. Any additional U&BIM positions the University seeks to fill will be posted following the normal process.

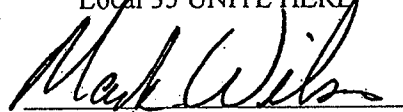
5. Miscellaneous

- a. At the West Campus, LG10 and LG11 positions that do not require a Connecticut trade license, may, at the discretion of the University, be filled by outside applicants until July 1, 2010.
- b. For the purposes of extra straight time and overtime distribution, West Campus will be designated a separate work unit for Physical Plant, Utilities, Grounds and Custodial Departments.

This Memorandum of Agreement will be effective upon its signing by the parties and shall remain in effect for the duration of the 2002 collective bargaining agreement, including the duration of any extension thereto.



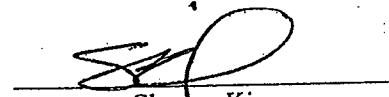
Bob Proto
President,
Local 35 UNITE HERE



Mark Wilson
Vice President,
Local 35 UNITE HERE



Bruce Alexander
Vice President for New Haven & State
Affairs & Campus Development



Shauna King
Vice President,
Finance and Administration

Dated: May 1, 2008

**Physical Plant
HVAC Mechanic
LG11**

Revised 02-18-08, replacing doc 11-15-07

Duties and Responsibilities

1. The HVAC mechanic performs diagnostic services, maintenance, and repairs on all types of heating, ventilation, air conditioning, and refrigeration equipment systems and applications. This includes building distribution systems including low pressure steam distribution, heat exchangers, hot and cold deck systems, air handlers, and pneumatic and digital controls, warm air, chilled water, steam or hot water systems, including necessary piping and associated pumping equipment. Diagnoses, services, installs and maintains mechanical equipment such as but not limited to motors, compressors, pumps, exhaust fans, air handling units, control valves, and other equipment related to the trade.
2. Installs, repairs, replaces or alters any air conditioning and refrigeration closed loop systems including necessary piping and associated pumping equipment. Also maintains equipment such as but not limited to water coolers, blowers, fans, cooling water and condenser pumps, dampers, ice machines, control valves and all related controls within air conditioning/refrigeration systems. Inspects water and condenser water pump control valves, cooling tower, chiller and condenser, compressors and direct expansion refrigeration systems
3. Installs, services and repairs gas or oil burners for domestic, commercial, and industrial installations. This includes repairing and/or replacing of motors, pumps, electrical wiring and other support equipment associated with the burners: repairs the electrical up to the thermostat disconnect of the unit. Also includes maintenance on boilers to include support equipment such as already installed low water cut-offs and boiler feeds. Diagnoses, tests and replaces burners and related equipment for efficiency.
4. Performs assignments under limited supervision and directs the work of other employees and assumes responsibility for the completion of assignments.
5. Determines the manpower and material requirements and the means and methods to be used in accomplishing work assignments and recommends changes. Secures materials, supplies and equipment.
6. Trains other employees using various tools, equipment, and training programs.
7. Performs incidental work required on the equipment maintained by the trade
8. Observes safety standards and practices. Maintains clean work area and/or cleans job site.
9. Performs related duties as required or assigned within job classification.
10. Directs the work of employees under the direction of the supervisor and assumes general responsibility for the completion of assignments.
11. Observes safety standards and practices.

12. Performs related duties as required or assigned within job classification.

Job Requirements

Experience: Four or more years experience in HVAC service, maintenance, and repair.
Knowledge and experience in all facets of HVAC

Education: High School Diploma or equivalent GED

Other: Must hold a Connecticut S-2 license
Must hold valid Connecticut driver's license
Must hold EPA certification for refrigerant
Experience with computers to include MS software: Word 1 and Excel 1
Excellent Customer Service Skills

Physical Plant
HVAC Controls & Automation Mechanic
LG11
Revised 2-18-08, replacing doc 11-15-07

Duties and Responsibilities

1. The Controls & Automation Mechanic perform Diagnostic service, maintenance, and repairs for pneumatic, electric, and local DDC electronic control systems associated with building HVAC systems.
2. Installs, programs, commissions, and diagnoses application specific controllers and multipoint controllers.
3. Installs, calibrates, and repairs electronic, pneumatic, and pressure controllers for the building automation systems.
4. Maintains Facilities Management System for campus network, security access, database managements, system modifications, and software revisions.
5. Performs building upgrades including commissioning, point verification, and alarm routing. Collects data as required for customer needs and updates database.
6. Uses application software and graphics related to the automation systems and informs automation system analysts of all field changes.
7. Performs assignments under limited supervision and directs the work of other employees and assumes responsibility for the completion of assignments.
8. Determines the manpower and material requirements and the means and methods to be used in accomplishing work assignments and recommends changes. Secures materials, supplies and equipment.
9. Trains other employees using various tools, equipment, and training programs.
10. Performs incidental work required on the equipment maintained by the trade
11. Observes safety standards and practices. Maintains clean work area and/or cleans job site.
12. Performs related duties as required or assigned within job classification.

Job Requirements

- Experience: Four or more years experience in HVAC controls and automation service and repair. Knowledge and experience with digital controls
- Education: High School Diploma or equivalent GED
- Other: Must hold a Connecticut S-2 license
Must hold valid Connecticut driver's license.
Experience with computers to include MS software: Word 1 and Excel 1
Excellent Customer Service Skills

**Physical Plant
Building Steward
LG10**

Updated 11-9-07 (revised in discussion with RA &MW)

Updated 11-28-07 (revised in discussion with RA)

Updated 2-18-07 (revised in discussion with RA/BP 2-12-08)

Duties and Responsibilities

The building Steward takes ownership in the property, both interior and exterior, and is customer focused, dedicated to providing excellent service to faculty, students, and staff. Takes pride in meeting the ever changing needs of our customers to further the world class standing of Yale.

1. Provides maintenance repair and service and direct oversight for maintenance services in assigned area. The Building Steward communicates with customers and Facilities Operations personnel to insure all work is completed. Performs routine inspection of building property to insure that all systems are working properly and both interior and exterior of property is clean and well maintained.
2. Performs tasks such as repairing/replacing loose door knobs, door closers, screens, missing or bent curtain rods, stuck windows and drawers, reinstalls peepholes, toilet paper holders, window handles, security latches, hanging objects on walls.
3. Replaces faucet washers, packing washbasin stoppers and strainers, unclogs toilets and drains, repairs/replaces toilet seats, replaces shower heads and handles. Uses tools and equipment as necessary to perform the work.
4. Performs relamping services for both interior and exterior light fixtures, replaces cords or cord caps on plug-in type fixtures/equipment, repair desk or floor type light fixtures, reset circuit breakers or fuse replacement.
5. Performs painting in assigned areas. Patch and repair holes and scrapes peeling areas.
6. Performs grouting, caulking tile work and glazing on wood sashes.
7. Conducts preventative maintenance on assigned equipment, cleans flat roofs, cleans air vents, replaces air filters and other routine assignments.
8. Assists in emptying trash/recycling containers. Assists custodial staff in maintaining floors, walls, light fixtures, windows, and window treatments. Assists grounds maintenance staff to include garden/lawn maintenance and trash pick up. Sweep and maintain sidewalks and stairs to include snow removal.
9. Provides building services such as moving and setting up furniture, assists with events, and secures equipment and materials.
10. Maintains clean work areas and/or cleans job site.
11. Assists trades mechanics and other personnel as assigned.
12. Directs and trains lower labor grade employees.

13. Observes safety standards and practices.
14. Performs related duties as required or assigned within job classification under the direction of Physical Plant supervision and Custodial Services supervision with assigned areas.

Job Requirements

Experience: Two years experience to include hands on mechanical or structural service and repair. General knowledge and hands on experience in grounds maintenance and custodial services.

Education: High School Diploma or equivalent preferred.

Other: Must hold valid CT driver's license
Experience with computers to include MS software: Word 1 and Excel 1
Excellent Customer Service skills
Ability to set up scaffolding and climb ladders.

Utilities**Utilities & Building Infrastructure Mechanic (U&BIM)****LG11**

Revised 2-18-08 esu

Duties and Responsibilities

1. Responsible for the safe and efficient operation and maintenance of the site physical plant including office and research facilities, central utility plants, infrastructure and all associated systems and equipment rooms. Operates and inspects high-pressure boilers, gas turbines, diesel generators, steam turbines, chillers, compressors, cooling towers, fuel systems, wastewater, electrical distribution and switchgear and all related auxiliary systems and control systems to include site infrastructure, building distribution systems and HVAC.
2. Maintains plant operation computer based records, interprets results, and initiates actions.
3. Performs various maintenance duties including electrical and mechanical consistent with S-2 licensing and troubleshoots equipment and controls, generator testing, minor maintenance and repairs.
4. Reads and interprets all gauges and meters, and takes corrective measures when readings deviate from normal. Responds to all utility, plant and building management alarms.
5. Starts and secures all major and auxiliary pieces of equipment at West Campus, adjusts operating controls of systems to achieve maximum operating efficiency while responding to changes in electric, steam and chilled water demands.
6. Tests all water systems, interpret results, and determine the amount of treatment to be added to the water systems to maintain proper residuals. Ensures management is aware of any abnormal or unexpected chemistry conditions.
7. Reads, understands, uses and updates technical manuals, shop drawings and blue prints.
8. Uses small tools and instruments.
9. Administers plant system operational lockouts and tagouts, confined space, hotwork and fire system impairment permitting.
10. Able to select proper lubricants and lubricate machinery as required.
11. Performs minor maintenance and maintains clean work area and job site.
12. Under limited supervision performs related duties as required or assigned by supervisors, control center, work order systems and/or standard operating procedures.
13. Observes safety standards and practices and trains new hires/transferees in all proper operations, safety standards and practices.
14. Edits and writes plant operational procedures as requested. Works with management, contractors and consultants on projects as required.

15. Acts as emergency responder in support of fire, spills, etc. typically required to mitigate damage (e.g. shut off water, contain leaks, etc.) until emergency services arrive.
16. Under direction of the supervisor, assumes general responsibility for the completions of assignments including directing the work of employees.
17. Determines the manpower and material requirements and the means and methods to be used in accomplishing work assignments and recommends changes.

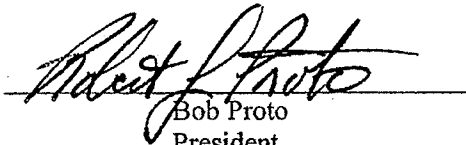
Job Requirements

- Experience: Five years experience in plant operations and/or a BS in Marine Engineering (in lieu of experience).
- Education: High School Diploma or equivalent GED
- Other: Must have a boiler operators certification or license equal to or greater than 60,000,000 BTU/hr (e.g. State, Marine, or independent certification is acceptable)
Must hold or be eligible to obtain a Connecticut S2 license
Must hold valid Connecticut driver's license
Good communication skills and be able to perform basic engineering calculations associated with plant operations.

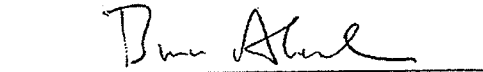
13. Agreement on Base Staffing Level Formula

Letter of Agreement
April 13, 2009

The University and Local 35 agree that the base staffing level formula for adjustment of staffing levels in Physical Plant as described in Section 22.1 (D) of the 2002 Agreement, needs to be revised to reflect current conditions or to be eliminated entirely. To that end, we will form a task force to formulate and execute a plan to revise it. The members of the task force will be designated by the Vice President for New Haven & State Affairs & Campus Development and the President of Local 35.



Bob Proto
President,
Local 35 UNITE HERE



Bruce Alexander
Vice President for New Haven State
Affairs & Campus Development

14. Agreement on Custodial Team Performance and Leadership Program

Revised: 4/3/2009 3:05 PM

MEMORANDUM OF AGREEMENT


Yale University and Local 35, in the spirit of progress and growth have mutually recognized and agreed upon the need for *change*. Changes in means and methods used for negotiation, staffing, work assignments, priority setting, etc., using a greater sense of collaboration, communication, teamwork, empowerment and accountability will lead to higher quality of service, increased employee productivity and a higher level of customer satisfaction. These are believed to be the cornerstones of success for both the University and Local 35 that will lead to competitiveness and growth ultimately benefitting the greater community of Yale University.

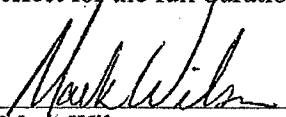
Custodial Team Performance and Leadership Program

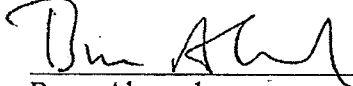
Whereas, Yale University and Local 35 wish to work together to significantly increase the quality of service, employee productivity, and customer satisfaction of custodial services across the entire University, as well as to provide additional jobs and opportunity for professional growth amongst the members of Local 35 custodial staff.

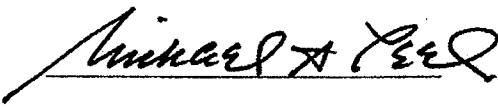
To this end, a new service model has jointly been developed and attached as Exhibit A *Custodial Team Performance and Leadership Program*. This approach will be applied to new academic and academic research buildings (such as FES, Social Science, and the Yale Biology building) on a schedule jointly determined, based on continuing success of the program and without abrogation of any current rights of the University as to outsourcing. The University will also transition outsourced academic or academic research facilities to the L35 staffed service model based on the success of this new program as outlined in Exhibit A.

This memorandum of agreement will be effective upon the early extension of the 2002 Collective Bargaining Agreement and will be in effect for the full duration of such extension.


Bob Proto
President,
Local 35 UNITE HERE


Mark Wilson
Vice President,
Local 35 UNITE HERE


Bruce Alexander
Vice President for New Haven & State
Affairs & Campus Development


Michael Peel
Vice President,
Human Resources

Dated: April 13, 2009

Exhibit A:

Custodial Team Performance and Leadership Program

Overview:

The Custodial Team Performance and Leadership Program is a new business model for providing custodial services to University buildings that is intended to yield higher levels of customer satisfaction, quality of service and productivity than are yielded from the department's current service. The program consists of a staffing model with new and altered job descriptions. The program requires increased responsibility and accountability of Local 35 staff, particularly of "lead-persons": Facilities Stewards and Custodial Team Leaders. The success of the program is dependent on the performance of these key personnel. These lead-people must be able to: Provide leadership and direction to other Local 35 staff while not having administrative disciplinary authority over this staff; Perform frequent informal direct communication with customers and periodic formal communication with customer interaction via "facilities status-meetings".

Organizational Structure

The *Custodial Team Leader* is a newly established custodial position with the additional responsibility to lead and direct the custodial staff in an assigned geographic area. The incumbent in this position will divide time between normal custodial work assignments and administrative/leadership responsibilities (up to 50% administrative/leadership). The incumbent will be in routine contact with the area occupants and/or business leaders and be empowered to act on the request of the same. While there will continue to be a management supervisory position, it is envisioned that the supervisor will largely be

responsible for providing support to the team by providing the tools and training while at the same time removing the impediments to the teams development.

This *Custodial Team Leader* will be paired with a *Facilities Steward* and while the *Facilities Steward* will largely focus on building stewardship (i.e. maintenance), the *Facilities Steward* will also partner as a peer with the *Custodial Team Leader* in all matters relating to the upkeep of the areas assigned (organization chart attached). The *custodial team leader* and *custodians* assigned to the same area will administratively report to a common supervisor. However, the *Custodians* will functionally take direction from the team leader on a day to day basis. In the event the *Custodial Team Leader* is absent from his or her assigned position, the supervisor shall be responsible for all administrative functions of this position.

The new job description for *Custodial Team Leader* will replace the existing *Senior Custodian* job description in selected buildings/areas. Existing *Senior* and *Light Custodians* will be grandfathered in these existing positions but will not be replaced when they vacate these positions. However, in consideration that the *Light Custodian* position might be needed for employees with temporary physician documented restrictions, light duty will be offered to these individuals using these positions not to exceed one year..

Implementation Approach

Training:

Training modules will be developed for *Custodial Team Leaders* candidates to enhance demonstrated aptitude. The training program will consist of three elements with required training modules in each area. The following elements as agreed are:

1. Leadership
 - Coaching

- Team building – Leadership without direct administrative disciplinary authority.
 - Motivation
2. Communication
- Written Communications (Business Writing)
 - Verbal Communications (Presentation skills, Conducting meetings, Customer communications)
3. Computer skills (Electronic Communications)
- E-mail
 - Microsoft Word
 - FAMIS (Service Request Management)

This program will be administered through Organizational Development/Human Resources and will require approximately eighty (80) hours of training including demonstrated proficiency.

Initial training (during program *Phase In*) will be offered to selected candidates (see section on *Selection*).

Training is to be completed prior to assignment to lead position. In addition, training will be offered on an ongoing basis to both lead candidates as well as custodial or other Local 35 staff interested in professional development. Completion of training however does not necessarily qualify an employee as a lead. This will remain a joint evaluation between Local 35 and the University.

Initial Pilot Areas

In preparation for the deployment of the *Custodial Team Performance and Leadership Program* model to new and existing academic and academic research buildings, the Local

35 self directed custodial team model with team leader will be piloted beginning on or about September 1, 2009. Candidates for piloting the program are identified as follows:

- School of Management (SOM)
- One Unit in the Med School - TBD
- Yale Law School
- Yale School of Music
- FES (KROON Hall)
- Saybrook College
- Davenport College
- Pierson College
- Calhoun College
- Yale Divinity School
- Yale West Campus buildings that are occupied by Yale University employees

Monitoring Program Results

The initial pilot process and the program will be monitored through joint Local 35 and University participation to insure levels of productivity, quality of service and customer satisfaction are consistent with industry leaders. Productivity will be measured on the basis of the number of labor hours it takes to do the job. Routine inspections by mutually agreed to third-party inspectors will be used to measure the quality of service. Client surveys (recommend quarterly) will be conducted to measure customer satisfaction. This information will be evaluated jointly by the University and Local 35. Performance levels that meet mutually agreed upon industry benchmarks must be sustainable at this level for the pilot program to be deemed a success.

Intended Roll Out

It is intended to initiate the training aspect of this program by 7/1/09. Selected leader candidates will be processed through the training modules and upon successful completion will be assigned to a team.

The pilot program will commence as soon as practical following successful completion of employee training. This will likely occur on or about 9/1/09.

Additional Buildings

The University agrees to transition currently-outsourced academic or academic research facilities and new academic or academic research facilities (e.g., new SOM and residential colleges) as they come on line to the Local 35 staffed service model based on the success of this new program. Program success will be measured as described above in Monitoring Program Results. Local 35 and the University will each independently and in its own sole and absolute discretion determine when program success has been achieved. When both parties conclude that program success has been achieved, the University will select and transition additional facilities as described above on a mutually agreed upon schedule.

If the University subsequently determines that the program is no longer successful, the transition of additional facilities will be suspended until the program is again determined to be successful by both parties pursuant to the criteria in Monitoring Program Results. If after eighteen (18) months of operations of the new service model the University determines that a particular building transitioned to the Local 35 staffed service model is no longer successful, it may discontinue the Local 35 Staffed Service Model in that location and outsource that building.

The University will maintain some of its facilities, including academic and academic research buildings, through outsourced custodial services (including for purposes of benchmarking). Nothing in this program or agreement abrogates or modifies the University's right to outsource.

Employee Selection

The main objective of the selection process is to find the best overall qualified employees with a strong desire and ability for providing outstanding customer service. While desire and ability are essential, additional competences and requirements are necessary to insure success. Candidates for consideration will be chosen based on their interview, employment history, past performance, leadership skills, communication skills (both verbal and written), and electronic communication skills.

For buildings/areas currently serviced by custodial contractors the University has the option to hire the existing custodial staff prior to a posting.

Employees in the Local 35 bargaining unit will be eligible to bid on the new positions but University seniority will not be the sole determining factor in the selection process. Since it is a joint effort to find the overall best qualified employees, external candidates will be considered in the selection process. External candidates in the selection process will be considered subject to the mutual agreement of both Local 35 and management.

The University will solicit and discuss with the Union its selection of supervisors. Supervisors will participate in training along with the employees.

Initial Phase in

A selection committee comprised of union and University leadership will interview candidates for the selected positions and make their final recommendation. Selection of personnel is divided between two areas: *Phase In* and *Steady State*.

Phase In:

To phase the program in, selection of the initial candidates will proceed as follows:

1. After the number of Custodial Lead positions is identified (no fewer than six in the first twelve month period) and the positions are posted, a meeting inviting all interested L35 employees will be held. At this meeting, the program and the process for training and selection will be presented. It is anticipated that this informational session will develop a group of interested participants.
2. Interested participants will be interviewed by a team made up of both University and union representatives. This committee will recommend the initial individuals who will be considered for filling the open positions.
3. Selected candidates will then be scheduled for training consistent with the program discussed above. Upon successful completion of the required training candidates will be placed in the positions identified on a trial period or probationary basis (as described under "***Steady State***" below).

Steady State:

Once the program is established, ongoing (steady state) selection of Custodial team Leaders will follow a slightly different process. When a position becomes available candidates will be selected as follows:

1. Candidates must have completed the required training prior to being considered for the position. External candidates can demonstrate through past training or job experience that they possess the equivalent to the required prior training.
2. As part of the selection process candidates will also be interviewed jointly by both management and union representation (i.e. hiring supervisor & Union Steward). In addition, candidates will be required to submit a minimum of three professional references.
3. The interview results and references as well as a candidate's work history, performance and observations will be provided to the Selection Committee. This ad hoc committee is made up of a minimum of six (6) members as follows:
 - a. One (1) Custodial Supervisor
 - b. One (1) Custodial Team Leaders (i.e. peer)
 - c. One (1) Facilities or Custodial Manager
 - d. One (1) union steward.

Other parties such as end users or HR may be invited to attend meetings.

The committee will review and evaluate the information provided and either select or deny the applicant based on qualifications.

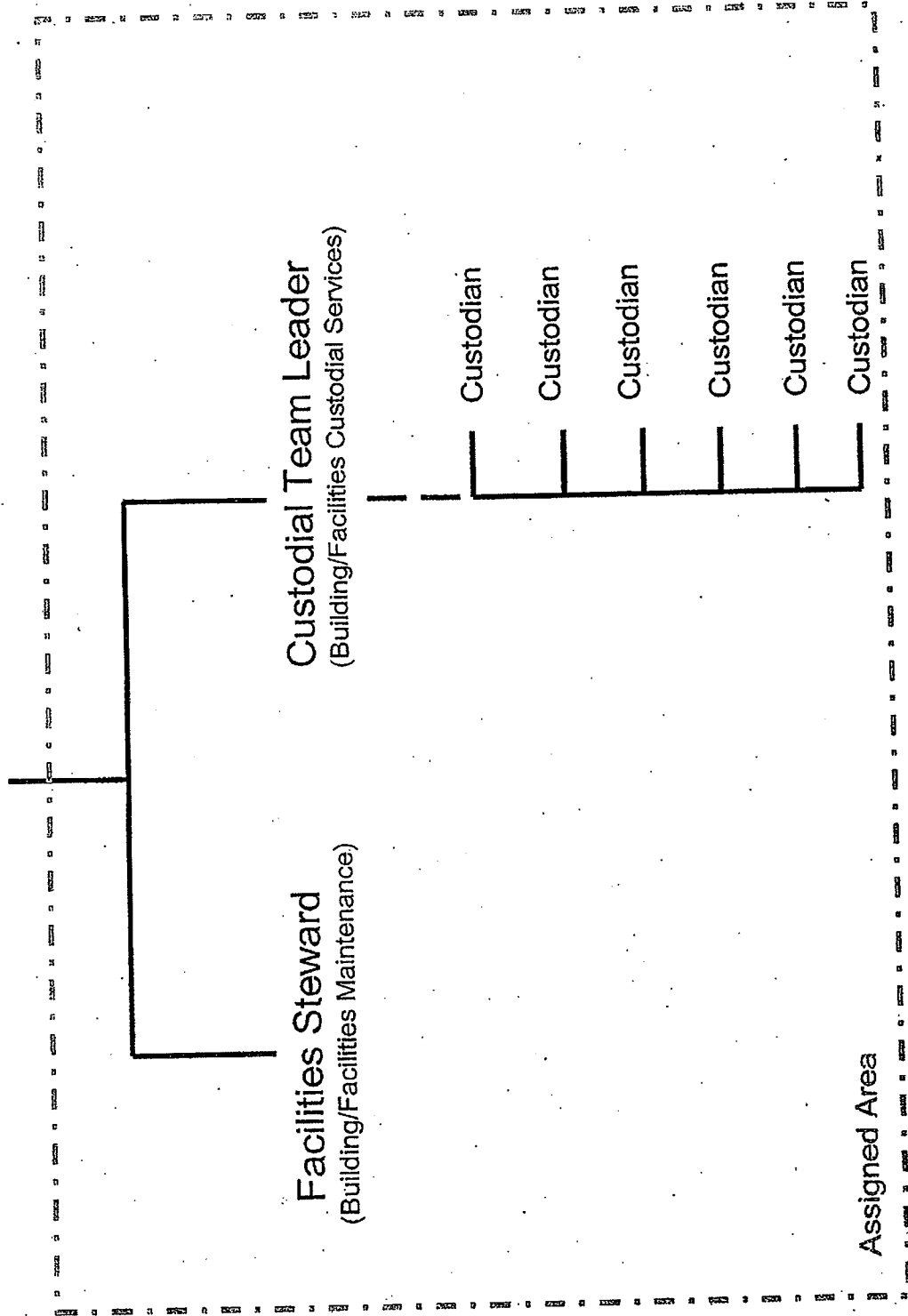
Selected employees during phase in and steady state will be provided an on site orientation and meeting with building customers. All selected employees will be subject to the probationary or trial period for up to 90 calendar days. The probationary or trial period may be extended for up to an additional 60 calendar days as determined by the University.

The selection committee will monitor the job performance for each selected employee and make a recommendation to extend or terminate the probationary or trial period.

The final decision to extend or fail a probationary employee shall remain the decision of the University. The final decision to extend or fail a bargaining unit employee on a trial period shall remain the decision of the University. In the event a bargaining unit employee fails the trial period they will exercise their rights under the contract.

Custodial Team Organization

Team Supervisor



Assigned Area

Custodial Services

Revised 2/27/09
Custodial Team Leader
LG-10

Duties and Responsibilities

The **Custodial Team Leader** takes ownership in the property, both interior and exterior, and is customer focused, dedicated to providing excellent service to faculty, students, and staff. Takes pride in meeting the ever changing needs of our customers to further the world class standing of Yale. Key to this position is that it provides leadership and motivation to a self directed custodial team in meeting the needs of the customer

1. Directs and leads other employees in providing custodial services to include all cleaning activities, scheduling and assignment of staff, and training activities.
2. Takes initiative and acts independently to insure the needs of the customer are met while working within guidelines established by their supervisor.
3. Provides motivations and direction to custodial team members on a routine basis.
4. Routinely interacts and communicates with customers and facilities operations personnel via E-Mail, verbally, and through the FAMIS Work order Management system to coordinate and complete assigned work. Performs routine inspection of building property to insure that all areas are properly cleaned and well maintained and take action to correct.
5. Partners with *Facilities Steward* in areas assigned.
6. Divides time between leading team as well as performing all custodial cleaning activities in areas to include but not limited to dormitories, offices, laboratories, libraries, lobbies, stairways, window cleaning, exhaust vents, swimming pool areas, steam rooms, rowing tanks, athletic facilities, recycling and trash areas, locker rooms, bathrooms, elevators, equipment and storage rooms, museums and collection spaces.
7. Leads team as well as performs services such as but not limited to closing windows, replacing light bulbs, repair and service of custodial equipment, emptying both interior and exterior trash and recycling containers, cleaning and emptying cigarette urns, and moving furniture and equipment. Uses custodial tools and equipment as necessary to perform the work.
8. Leads team as well as performs custodial services for University events such as but not limited to commencement, reunions, school opening and closing. Provides building services such as moving and setting up furniture, assists with events, and secures equipment and materials.
9. Leads team as well as performs regular building inspections and triages work to custodians and other facilities operation departments. Communicates directly with the customer service center to initiate work orders. Documents inspections and performs follow up to insure the work has been completed.

10. Leads team as well as responds to emergency custodial issues and coordinates staffing and supplies. Coordinates remediation with other departments and communicates status of work to the customers.
11. Assists other employees in emptying exterior trash/recycling containers. Assists custodial staff in maintaining trash and recycling areas and trash containers.
12. Maintains clean work areas and/or cleans job site.
13. Provides custodial services in support of other trades
14. Directs and trains lower labor grade employees.
15. Observes as well as conveys and communicates to the team, safety standards and practices.
16. Performs related duties and guides team as required or assigned within job classification under the direction of the assigned team supervisor for the area.

Job Requirements

Experience: Six years experience in custodial service work. General knowledge and experience in property services to include grounds care and building repair services sufficient to effectively assess a situation and dispatch the required services to rectify a problem. In addition must have demonstrated leadership and communication skill.

Education: High School Diploma or equivalent preferred.
Successfully Completed Yale sponsored Team Leadership training course

Other: Excellent Customer Service skills
Must hold valid CT driver's license
Experience with computers to include MS software: Word 1 and Excel 1
Must have demonstrated Leadership & Motivational skills
Ability to act independently
Must have good communication skills (Verbal and written)
Must be proficient with E-Mail and FAMIS
Ability to lift 50 pounds, perform repetitive motion & walk up and down stairs

15. Agreement on Yale Dining

MEMORANDUM OF AGREEMENT
Yale Dining and Local 35

04/06/2009

This memorandum of agreement will be effective upon the early extension of the 2002 Collective Bargaining Agreement and will be in effect for the full duration of such extension.

1. The parties agree that the language in Article XXX, Section 30.6 served an important purpose when it was developed but that it has had an unintended consequence for Yale Dining (YD) in that attrition does not open up enough positions to absorb the casual hires generated through those provisions. To address and curtail this unsustainable trend, Article XXX, Casual Employees, will continue to govern the employment of casual employees in Yale Dining, except for the following modifications:
 - a. Casual work hours in YD that are assigned specifically as the result of the absence of a regular employee, regardless of whether the absent employee's time is covered by paid time off, or to fill a vacancy that YD is in the process of filling, will not be counted toward the accrual of qualifying casual hours (Re: Section 30.1).
 - b. YD will develop a process to accurately record casual hours as described above. Comprehensive tracking reports will be jointly developed so that the parties can effectively monitor the accrual process.
 - c. YD will be considered to be in the process of filling a vacant position if the position is posted or if it has been vacant for less than two weeks.

2. Positions, job descriptions, job duties, and labor grades will be modified as follows:
 - a. Effective July 1, 2009, Specialty Retail Worker (Labor Grade 2) will be upgraded to Labor Grade 3.
 - b. Effective July 1, 2009, the positions of Display Cook (LG4) and Grill Cook (LG5) will no longer be used. YD will revise the Cook's Helper (LG5) positions to include/combine Grill Worker/Display Cook responsibilities. The title of this revised Cook's Helper may change. Employees who currently hold the position of Display Cook or Grill Cook will be classified in the revised Cook's Helper (LG5) position.
 - c. Effective July 1, 2009, YD will revise the Head General Services Assistant position description and will upgrade it to LG7. The position title may also change.
 - i. The new position description will include additional duties such as those associated with ordering, inventory, and issue of food and non-food supplies.
 - ii. YD will develop and conduct training specific to the added responsibilities. All employees in this position description will satisfactorily complete the training.
 - iii. Prior to July 1, 2010, YD will further revise the job requirements and develop and conduct appropriate training. All employees in the new position description will

satisfactorily complete the training. Effective July 1, 2010, the new position will be assigned to LG8.

- d. Effective July 1, 2009, YD will revise the Head Pantry Worker (LG6) job description and it will be upgraded to LG7. The position title may also change.
 - i. The new position description will include additional duties such as those associated with the preparation of hot food to finish composite salad preparations or salad bar items.
 - ii. YD will develop and conduct training specific to the added responsibilities. All employees in this position description will satisfactorily complete the training.
 - iii. Prior to January 1, 2011, YD will further revise the job requirements and develop and conduct appropriate training. All employees in the new position description will satisfactorily complete the training. Effective January 1, 2011, the new position will be upgraded to LG8.
 - e. Job descriptions for Head Pantry Worker, Head General Service Assistant and the Cook's Helper will be re-written in a joint project by a committee consisting of a representative each from local 35, YD management and the Compensation Department that will appropriately capture the duties and grade hierarchy as contemplated above. This project will commence as soon as possible following agreement of an early extension of the 2002 Collective Bargaining Agreement (see Exhibit A for an outline of the structure presently contemplated by the parties). This committee will also reconvene to engage in a review of all Yale Dining Service & Maintenance positions.
3. Once the staffing levels at West Campus justify opening the cafeteria, YD will operate the food services at West Campus and it will employ staff represented by Local 35, dependent upon service standards and the specific skill requirements determined by stakeholders (criteria for selection will depend on skill, ability and seniority). Prior to the opening of the cafeteria, YD will work with West Campus representatives to determine the appropriate response to meet food service requirements.
 4. YD will operate the dining and hospitality services at the new SOM when it comes on-line and it will employ staff represented by Local 35, dependent upon service standards and the specific skill requirements determined by stakeholders (criteria for selection will depend on skill, ability and seniority).
 5. It is understood that the two new planned residential colleges and the re-opened KBT facility will employ staff represented by Local 35.
 6. Recognizing that there is no agreement at this time to specify a course of action, the parties agree to continue ongoing discussions no later than January, 2010 to address their respective interests in regards to:
 - a. Less than benefit level positions
 - b. Temporary upgrades
 - c. Short work weeks

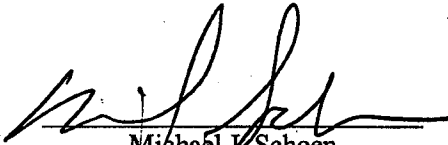
- d. Catering:
 - i. Banquet Servers
 - ii. Casual employees
 - iii. Training
- e. Culinary Apprentice program
- f. Testing and trial periods



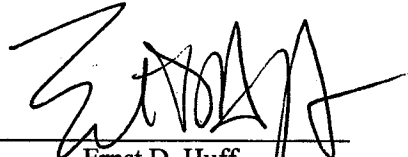
Robert Proto
President,
Local 35 UNITE HERE



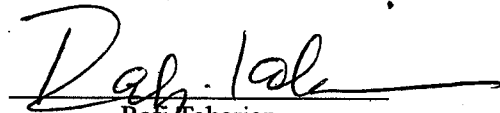
Shauna King
Vice President,
Finance and Business Operations



Michael J. Schoen
Representative,
Local 35 UNITE HERE



Ernst D. Huff
Associate Vice President,
Student Financial and
Administrative Services



Rafi Taherian
Executive Director
Yale Dining

6/9/09

Date

Appendix A.

University Letter Regarding Retiree Pharmacy Benefit

Yale University

Department of Human Resource Services
Compensation and Classification
P.O. Box 208256
New Haven, Connecticut 06520-8256

Campus address:
155 Whitney Avenue
Central/Science Areas
Telephone: 203 432-5717
Fax: 203 432-6279

April 13, 2009

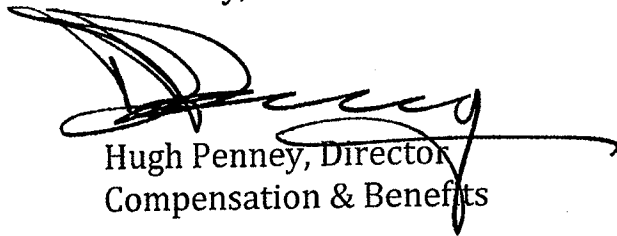
Mr. Robert Proto
Ms. Laura Smith

Re: Pharmacy Benefit for Retired Bargaining Unit Staff
Members Retired before April 1, 2009

This letter is to confirm the pharmacy benefit changes that will be applicable to retired bargaining unit staff members retired before April 1, 2009 as set forth in detail on the Attachment to this letter.

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

Sincerely,



Hugh Penney, Director
Compensation & Benefits

Attachment

Pharmacy Benefit for Retired Bargaining Unit Staff Members Retired before April 1, 2009

Retirees not eligible for Medicare will be covered by the same pharmacy programs and under the same terms and conditions as active bargaining unit employees.

Retirees eligible for Medicare will be covered by the following:

- Pharmacy Design
- Formulary
- Utilization Management

Agreed-upon Medicare Eligible Retiree Pharmacy Design

Generic	<i>\$5 co-pay for 31 day supply</i>
Preferred Brand	<i>\$20 co-pay for 31 day supply</i>
Non-preferred Brand	<i>\$30 co-pay for 31 day supply</i>
Member Annual OOP Max	<i>No annual out-of-pocket maximum, except for retirees over the age of 65 on April 1, 2009 who will have an annual OOP max of \$800 per person</i>
100-day supply	<i>1 x retail (see above) for 100 day supply received through mail order</i>
Deductible	<i>None</i>
Annual Max for Plan	<i>None</i>
Pharmacy Mgt (UM)	<i>See below for UM and notes on formulary</i>
Effective Date	<i>January 2010</i>

Medicare Eligible Retiree Formulary Features

- The formulary will be Medco's (or successor) Open Formulary
- The Team will receive advanced notice of formulary changes during the year.
- The parties find acceptable Medco's practice of editing the formulary.
- Medco will provide communications that list the names of the medications that are going to have higher co-pays and their formulary alternatives, and that give the amount the copays will increase. For those members on medications who will be affected by the formulary, these communications must be customized to the member.

Medicare Eligible Retiree Utilization Management

- Retired bargaining unit members will be grandfathered on their existing medications and therapy regimens. These members will receive the new formulary information, be subject to formulary pricing, but will not be subject to UM on their existing medications.
- UM can be implemented for those members new to a therapy for specified classes of medications with advanced communication about the program.



Appendix B:
University Letter Regarding Retiree Pensions

Yale University

Department of Human Resource Services
Compensation and Classification
P.O. Box 208256
New Haven, Connecticut 06520-8256

Campus address:
155 Whitney Avenue
Central/Science Areas
Telephone: 203 432-5717
Fax: 203 432-6279

April 13, 2009

Mr. Robert Proto
Ms. Laura Smith

Re: Minimum Pension for Certain Current Retirees

Dear Bob and Laura:

This will confirm that, effective May 1, 2009, the University will provide minimum pension adjustments to the pensions of certain current retirees under the Yale University Staff Retirement Plan on the following basis:

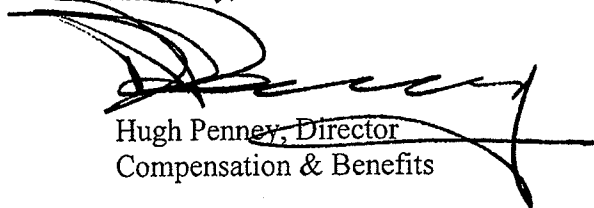
Those retirees who retired from the Yale Staff Retirement Plan before January 20, 2002 with ten (10) or more years of service will be eligible for pension adjustment. (Terminated vested staff who left Yale before the early retirement eligibility date will not be eligible. Survivor benefits currently being paid to the beneficiaries of retirees who are already deceased will not be subject to this adjustment.)

The monthly pension of eligible individuals will increase if any of the formulas below yields a calculation that is greater than the current monthly benefit:

1. \$700 per month (benefit actuarially reduced for early retirement discount and survivors' annuities)
2. Years of service times \$35 per month (benefit actuarially reduced for early retirement discount and survivors' annuities)
3. Current benefit plus \$50, not to exceed \$2,000

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

Sincerely,



Hugh Penney, Director
Compensation & Benefits