

5. Local 34 Side Letter Agreement on Remote Work

A. Remote Work Program

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

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

one factor in its assessment.

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

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

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

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

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

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

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

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

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

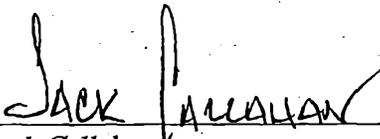
B. Pandemic Period

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

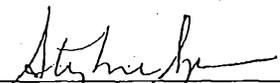
C. Hybrid Remote Work

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

For the University:



Jack Callahan
Senior Vice President for Operations

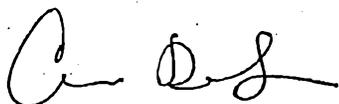


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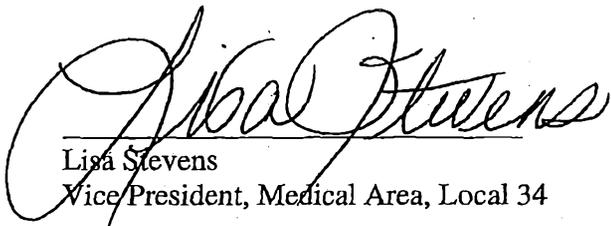


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For the Union:



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