

Local 33



Administrator's Guide

Local 33 Agreement Overview

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Objectives

Provide an overview of the university's contract with Local 33.

Highlight new administrative processes that will apply to graduate and professional school workers.

Answer any questions you have about the Local 33 contract.



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Section I

**Union Membership:
Teachers and Researchers**

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Who is in the Bargaining Unit as a Teacher?

Graduate and professional students who serve as:

- Teaching and Writing Fellows in the Graduate School of Arts and Sciences, Yale College, and the professional schools.

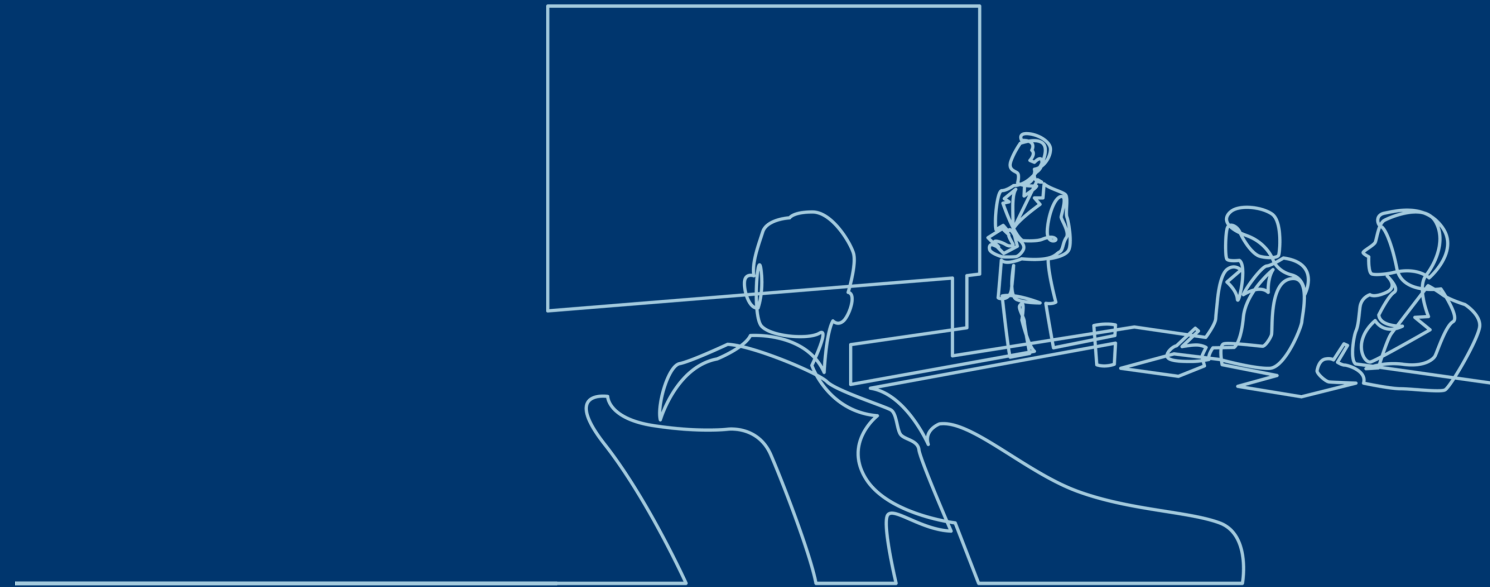


Who is in the Bargaining unit as a Research Assistant?

Students in the Graduate School of Arts and Sciences who serve as Research Assistants. This includes all PhD students in science and engineering except:

- PhD students in Environment on university fellowships
- First-year PhD students in Engineering and Applied Sciences except for students in the Computer Science program
- All first-year PhD students in the combined program in Biological and Biomedical Sciences
- All PhD students in the Investigative Medicine program

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Section II

Union Organization

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Union Security

Union Dues and Agency Fees

The Local 33 collective bargaining agreement contains a “closed shop” provision which means that Graduate Workers who serve in “bargaining unit” positions must either:

- Join the Union and pay dues, or
- Pay agency fees (aka the “Beck” rate).

Dues equal 1.6% of gross monthly income (including stipends) with a \$40/month minimum for PhDs and a \$25/month minimum for all other Graduate Workers.

The Beck rate is currently 40.50% of dues.



Union Stewards and Organizers

What is a steward?

- An individual selected by the Union to represent Graduate Workers, administer the contract, and/or participate on labor-management committees.

Who may serve as a steward?

- A Union staff member or individuals who hold, have held, or may reasonably expect to hold a bargaining unit position.

What access do union stewards have?

- Reasonable access to University buildings to confer with Graduate Workers when a conference is necessary to administer the contract, i.e., for non-academic matters.



Union Stewards and Organizers

Are there other ways the Union and/or its stewards may access Graduate Workers?

Yes, the contract also includes the following access provisions:

- The University must provide bulletin boards to the Union to post materials – such materials must be in accordance with University policy on free expression.
- Graduate Workers may make reasonable use of Campus Mail, their Yale email accounts, and their Yale Zoom accounts to communicate between and among themselves, with the Union, and with the University regarding matters relating to the administration of this Agreement.
- The Union may make reasonable use of University facilities for meetings, subject to availability and the rules, regulations, and charges applicable to University-recognized organizations.
- The Union may set up a table and make a presentation to Graduate Workers at any centralized orientation about Union membership, activities, contracts, and any related matters.

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Section III

Administrative and Operational Matters

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What must we do if we create new positions?

- When we create new positions that will be filled by Graduate and/or Professional students, we must assess whether the position will include research or teaching-related duties.
- If the position include research or teaching related duties, and otherwise meets the definition of a covered position it must be included in the bargaining unit.

Appointment Letters

Upon hire into a bargaining unit position, Graduate Workers must receive written confirmation containing certain information relevant to their jobs, including:

- Their job title and position detail, pay information, expected duration, and approximate hours per week expected.
- Instructions for becoming a Union member.
- General expectations, duties, responsibilities of their position.
- Required training.



Employee Files

- The Local 33 agreement contains a provision that requires the University to maintain electronic files to house documents related to their employment in a union position.
- Such documents include:
 - Work evaluations
 - Appointment letters
 - Disciplinary letters
- If a Graduate Worker disagrees with any information included in their employment file, they have a right to submit a written statement commenting on it. Such statements also must be included in their employment file.

Employment Evaluations

- If the University uses employment-related evaluations or evaluative processes to assess job performance, we must provide notice, in writing or electronically, containing information describing them.
- As an alternative, we may inform Graduate Workers where such information may be accessed electronically.
- Such information must be provided on or before the Graduate Worker's date of hire.
- Student evaluations are covered by this provision, but (1) may not be used as part of the progressive disciplinary process, or (2) shall not be determinative of a Graduate Worker's eligibility for future employment in a bargaining unit position.

Note: We are NOT obligated to create and/or use employment-related evaluations or evaluative processes to assess job performance.

Job Security

If a Stipend/Salaried Graduate Worker's primary teaching or research position is interrupted or cancelled for non-disciplinary reasons, the University:

- Must continue the Graduate Worker's stipend and salary, benefits, protections, and rights as long as the Graduate Worker remains enrolled as a student in good standing.
- May assign the Graduate Worker to a comparable position of the same duration.



Work Locations and Supplies

Work Locations

- The agreement with Local 33 provides that the University will provide appropriate work locations for Graduate Workers to complete their work-related duties.
- Such locations must include desks and chairs, must be reservable and/or must include private locations for meetings and office hours.
- Graduate Workers must be allowed to use their workspace, or a reasonable alternative space identified by the University to store their work equipment, supplies, materials, and personal items while they are working.

Work Locations and Supplies

Remote Work

Graduate Workers may request to work remotely or hybrid in-person/remote on a temporary or permanent basis.

Work Supplies

The University will provide, with no fee or charge, supplies and materials required for Graduate Workers to complete their work and meet the expectations of their position.

Technological Devices

If a Graduate Worker does not own a technological device that is required to perform their bargaining unit work, they may request to use a University-owned device (e.g., laptop, personal computer and/or monitor), or other technological device for the duration of their assignment, if available.

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Section IV

Addressing Contractual Disputes

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Grievances

A grievance is an allegation that the university has violated a provision of the collective bargaining agreement.

What is the supervisor's role in the grievance procedure?

- In step one, the supervisor must meet with the graduate worker and/or steward and do their best to try to resolve the issue. If the issue is not resolved at step one, the grievance may be pursued through the remaining steps of the process overseen by HR.

What may not be grieved?

- Academic issues may not be grieved and should be addressed separately.



Fair Treatment

The Fair Treatment provision incorporates the university's existing internal harassment, discrimination, and mistreatment policies and procedures, including:

- Yale's Policy Against Discrimination and Harassment (Policy 9000)
- Yale's Faculty Standards of Conduct

May a graduate worker grieve a fair treatment issue?

- Yes, but the existing university procedures for handling complaints must be exhausted before the grievance is processed.



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Section V

Accommodations and Health & Safety

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Workplace Accommodations

University employees with disabilities, including Graduate Workers, may request “reasonable accommodations” to help them perform the essential functions of their positions.

A Graduate Worker and their Supervisor may discuss and implement a work accommodation on an “informal” basis.

Informal accommodations may include, but are not limited to, adjustments to a Graduate Worker's assignment, hours, responsibilities, workplace health and safety measures, and/or work location.

- Graduate Workers are not required to provide medical documentation to their supervisors when requesting an accommodation on an informal basis.
- Informal accommodations will not create a precedent.

Workplace Accommodations

Graduate Workers also may file a request for a “formal” work accommodation. Formal requests for accommodations must be submitted to Student Accessibility Services (SAS) using the University’s Accommodations Request form.

- ✓ Commitment to complete the formal process in a timely manner.
- ✓ Commitment (generally) to meet with the Graduate Worker requesting the accommodation no later than 3 weeks after their submission of the Accommodations Request form.
- ✓ Must provide written notice if the request is denied with an explanation why.
- ✓ If the Graduate Worker or the Union believes that a request for an accommodation is unreasonably denied or delayed, they may file a grievance.

Health and Safety

The University and Local 33 negotiated a comprehensive Health and Safety provision acknowledging our commitment to providing a place of employment that is safe and healthy for Graduate Workers.

The provision is focused primarily upon laboratory work settings and includes the following key provisions:

- Graduate Workers will observe safety rules and immediately report any accident/injury to their supervisor.
- The University will provide and use reasonable safety devices (including PPE) and safeguards and will adopt and use methods and processes adequate to render all places of employment safe and do every other thing necessary to protect the life, health, and safety of Graduate Workers.

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Section VI

Time Off

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Paid Time Off

Research Assistants enrolled in PhD Programs:

- 30 days off without loss of pay, including 15 official [university holidays](#) and 15 vacation, personal, or sick days.
- Time off for Research Assistants may not be rolled over from one academic year to the next.
- If, by nature of their work or as directed by their supervisor, a Research Assistant is required to work on a university holiday or recess day, they will be entitled to an additional day off without loss of pay to use in the same academic year.
- Salaried Research Assistants continue to work during the Fall and Spring Breaks in the academic calendar unless they use PTO.

The university is working on a system to track RA time off – More to follow!!!

Paid Time Off

- Teaching positions are not eligible for paid time off.
- However, all graduate workers may request reasonable changes to their schedules or paid time off to accommodate observation of religious and cultural holidays not observed by the university. Any missed work may need to be made up at a later time.
- Graduate workers holding research assistant and teaching positions simultaneously shall not take their paid time off during days when they perform their teaching duties, except in exceptional circumstances.

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Section VII

Employment and Academics

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Management and Academic Rights

- The Management and Academic Rights provision in the contract establishes the university's right to manage and direct the work of graduate workers and determine the applicable employment policies.
- More importantly, it removes academic matters from collective bargaining and the grievance procedure.

Faculty Oversight of Academics

Faculty maintain oversight of curricular requirements and academic progress, including:

- Determining who, what, and how to teach.
- Assessing student progress and graduation standards.
- Upholding academic integrity.
- Creating, modifying, or eliminating programs.
- Setting grading policies.
- Establishing standards of education, research, and scholarship.

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Section VIII

Resources and Support

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If you need assistance...

If you have questions about the Local 33 collective bargaining agreement or any other labor relations-related matter, please contact:

- Joe Sarno, Senior Director, Labor Relations at joe.sarno@yale.edu,
- Katharine Robinson, Senior Labor Relations Representative at katharine.robinson@yale.edu, and/or
- Submit your question to (L33management@yale.edu)

If you would like to review the Local 33 collective bargaining agreement, FAQs, and other related materials, you will find them on the It's Your Yale website, at Labor Agreements | It's Your Yale.

Discussion and Questions?

Questions about this course?

Contact:

Joe Sarno

L33management@yale.edu

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