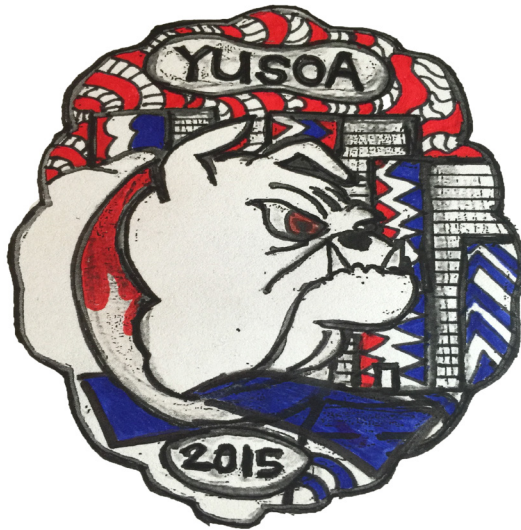


**AGREEMENT
BETWEEN
YALE UNIVERSITY
AND
YALE UNIVERSITY SECURITY OFFICERS ASSOCIATION**



JANUARY 22, 2023 – JANUARY 21, 2028

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TABLE OF CONTENTS

ARTICLE I: UNION RECOGNITION	1
ARTICLE II: MANAGEMENT RIGHTS	1
ARTICLE III: UNION AFFAIRS	1
ARTICLE IV: UNION BUSINESS LEAVE	3
ARTICLE V: RULES AND REGULATIONS	4
ARTICLE VI: EMPLOYEE CATEGORIES – DEFINITION OF EMPLOYEE	4
ARTICLE VII: DEFINITION OF SENIORITY	4
ARTICLE VIII: PROBATIONARY PERIOD	5
ARTICLE IX: HOURS OF WORK	6
ARTICLE X: WAGES AND JOB CLASSIFICATIONS	7
ARTICLE XI: FAIR TREATMENT OF SECURITY OFFICERS	9
ARTICLE XII: OVERTIME	11
ARTICLE XIII: GRIEVANCE PROCEDURE	13
ARTICLE XIV: INTERNAL JOB POSTINGS AND POSITIONS	15
ARTICLE XV: LAYOFF AND RECALL	16
ARTICLE XVI: HEALTH AND SAFETY	18
ARTICLE XVII: HOLIDAYS	18
ARTICLE XVIII: PERSONAL BUSINESS DAYS	19
ARTICLE XIX: VACATIONS	20
ARTICLE XX: SICK LEAVE	22
ARTICLE XXI: LEAVES OF ABSENCE	23
ARTICLE XXII: DEATH IN THE FAMILY	25
ARTICLE XXIII: HEALTH INSURANCE	26
ARTICLE XXIV: RETIREMENT	28

ARTICLE XXV: RETIREE HEALTH INSURANCE	29
ARTICLE XXVI: LIFE INSURANCE	31
ARTICLE XXVII: LONG TERM DISABILITY	32
ARTICLE XXVIII: LICENSING	32
ARTICLE XXIX: UNIFORMS AND EQUIPMENT	32
ARTICLE XXX: SCHOLARSHIP PROGRAM FOR SONS AND DAUGHTERS	33
ARTICLE XXXI: EMPLOYEE ASSISTANCE PROGRAM	33
ARTICLE XXXII: JURY DUTY	33
ARTICLE XXXIII: MORTGAGE LOAN PROGRAM	34
ARTICLE XXXIV: TRAINING AND EDUCATION	34
ARTICLE XXXV: NO STRIKE/NO LOCKOUT	36
ARTICLE XXXVI: DURATION OF AGREEMENT	37
Signature Page	38
Side Letter Re: Scheduling and Assignments	39
Side Letter Re: Emergency University-Wide Closings	42
Side Letter Re: Retirement Incentive	43
Letter 1: Shift Coordinator Program (SCP)	45
Appendix A: Yale Health Plan Design	46
Appendix B: Aetna Select POS and Legacy POS Plan Designs	47
Appendix C: Schedule of Dental Benefits	49

ARTICLE I: UNION RECOGNITION

Section 1. Pursuant to the certification issued by the National Labor Relations Board dated October 24, 2014 in NLRB Case No. 01-RC-134249, Yale University, hereinafter referred to as the University, recognizes the Yale University Security Officers Association (YUSOA), hereinafter referred to as the Union, as the sole and exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment of the employees in the bargaining unit: All full-time and regular part-time Security Officers 1 and 2 and Central Alarm Station Operators employed by Yale University in the Security Department; but excluding all other employees, clerical workers, shift supervisors, lead officers, and managers, and professional employees and supervisors as defined in the Act.

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

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

ARTICLE II: MANAGEMENT RIGHTS

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

ARTICLE III: UNION AFFAIRS

Section 1. An employee who is not a member of the Union at the time this Agreement becomes effective shall as a condition of continued employment, become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later. Also as a condition of continued employment, an employee shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues

uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

Employees meet the requirement of being members of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. (1988).

In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks after the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the employee, and the Employer will not be required to discharge that employee.

An employee shall not be required, as a condition of employment, to pay money to the Union, or to become a member of, or continue membership in, the Union, if he/she is employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

Section 2. The Employer will deduct initiation fees, union dues and financial core fees from the wages of employees who voluntarily authorize the Employer to do so on a properly executed payroll deduction card. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the employee has sufficient net earnings to cover the Union membership dues or payments. Funds deducted with a monthly summary showing name, address, date of hire, hourly rate, dues or service fee paid or not paid, and employees who have been terminated or placed on leave of absence shall be remitted to the Treasurer of the Yale University Security Officers Association within fifteen (15) days after the first regular payday of the month.

The Union will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and financial core fees. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month preceding the date that the deductions are to be made.

Section 3. The University shall permit the reasonable use of University bulletin boards for the posting of Union notices subject to the following rules and regulations:

- a. Locations of the bulletin boards will be established by mutual agreement.
- b. The bulletin boards supplied will be locked with the Union's keys restricted to Executive Committee members who it will designate.
- c. The content of bulletin board postings will be informational and non-confrontational in nature, and all postings must be submitted to the Director(s) or his/her designee for

approval before posting. Approval will not be denied for arbitrary or capricious reasons.

Section 4. The rules and practices governing the use of alternate forms of communications shall be the same as those of other University unions.

ARTICLE IV: UNION BUSINESS LEAVE

Section 1. The Union may select two employees from each shift to be the Union Stewards representing such shift and may select an employee to serve as Chief Steward for the bargaining unit and an employee to serve as Secretary for the bargaining unit.

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

Section 3. A Union Steward from a shift or the Chief Steward will be excused from duty without loss of pay if required to attend an investigatory interview pursuant to Article XI.

Section 4. No Steward shall engage in activities on behalf of the Union during the Steward's working time or interfere with the working time of any employee except as specifically authorized by the Agreement.

Section 5. Upon request by the Union to the Director, or his/her designee, the University will excuse employees from scheduled duty without pay for the purposes of Union business which is not inconsistent with the Agreement, such as Union conferences, training programs, and similar activities. Such excused time will not exceed a total of twenty (20) days for the entire bargaining unit in any contract year and shall be limited to no more than two (2) employees from the bargaining unit at any one time, and no more than one (1) employee from any shift at any one time. The University will give reasonable consideration to any such proposed absence, provided that such request is made at least one week in advance, and if excusing such absence would not unreasonably interfere with performance of required work.

Section 6. Subject to operational requirements, the University will grant an unpaid leave of absence for up to one (1) calendar week for each of two (2) employees identified by the Union prior to the expiration of the Agreement. Said leaves will be permitted within one year prior to commencement of contract negotiations. The Union shall be required to give two (2) weeks' notice identifying the individuals who are seeking such leave and the requested schedule for the leaves.

Section 7. The University will provide an additional total of 24 hours of union release time per year (no carry-over) for the sole purpose of allowing the YUSOA President and Vice-President to attend monthly general membership meetings. The Union shall be required to give two (2) weeks' notice identifying the individuals who are seeking such leave and the requested schedule for the leaves.

ARTICLE V: RULES AND REGULATIONS

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

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

ARTICLE VI: EMPLOYEE CATEGORIES – DEFINITION OF EMPLOYEE

- 1) The following employees are covered under the bargaining unit:
 - a. Full-time employees are hired to work forty (40) hours, per week on a regular schedule and are eligible for benefits.
 - b. Part-time employees are hired to work twenty (20) or more hours per week but less than forty (40) hours per week on a regular schedule and are eligible for benefits.
 - c. Part-time, non-benefit eligible, employees, are hired to work at least eight (8) hours per week but less than twenty (20) hours per week on a regular schedule and are not eligible for benefits.
- 2) Casual employees are employed on a discontinuous, irregularly scheduled basis and are not members of the bargaining unit.

ARTICLE VII: DEFINITION OF SENIORITY

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

vacation days as provided by this Agreement; and for salary purposes under this Agreement, Employees shall be credited with the total of:

- (i) All time worked in a permanent Security Department bargaining unit position since the most recent date of hire at Yale,
- (ii) All time worked in a permanent Security Department bargaining unit position at Yale before, and including, any period of layoff of eighteen (18) months or less,
- (iii) All time worked in a permanent Security Department bargaining unit position at Yale before, and including, any break for any reason other than discharge for cause of three (3) months or less,
- (iv) One-half (1/2) of all time worked in a permanent Security Department bargaining unit position at Yale prior to any break other than those described in (ii) or (iii) above.
- (v) All time worked prior to a break in seniority as a result of leaving the University for child-rearing, if the Employee returns to the University in accordance with Article XXI, Paragraph 4 of this Agreement.
- (vi) In cases where employees have the same seniority date, the relative seniority of these employees will be determined by a lottery selection in which a union representative will be in attendance during selection.

ARTICLE VIII: PROBATIONARY PERIOD

Section 1. A Security Officer who has never accrued seniority under this Agreement, or a Security Officer rehired after termination of seniority, shall be in "probationary" status. Security Officers in a probationary status may be disciplined or discharged without recourse to the grievance procedure. A new Security Officer shall be engaged on a probationary basis until the officer has completed at least one hundred and fifty (150) calendar days - as a Security Officer since the officer's most recent date of hire. Days absent from work because of an approved leave of absence (e.g., medical LOA, workers' compensation LOA, etc.) shall be excluded when determining whether a Security Officer has completed the probationary period.

Section 2. During this probationary period, the University may terminate the employment of the Security Officer for any reason, and such termination may not be challenged through the Grievance procedure provided by this Agreement. If an officer is not notified in writing of termination by the one hundred and fiftieth (150th) calendar day or the one hundred and eightieth (180th) calendar day, -- the officer shall be deemed to have completed the probationary period.

Section 3. Security Officers will be ineligible to bid on job postings during the probationary period, unless it is deemed a promotion as defined in Article XIV, section 3.

Section 4. If a Security Officer does not have the opportunity to obtain bicycle certification because of inclement weather, temporary disability, including pregnancy, during by the one

hundred and fiftieth (150th) calendar day of the Officer's probationary period, then the probationary period will be extended solely for the purpose of attaining this certification for up to an additional ninety (90) calendar days.

ARTICLE IX: HOURS OF WORK

1. The regular work week shall be forty (40) hours per week, eight (8) consecutive hours per day. Nothing in this Agreement shall be construed as a guarantee to any employee of any particular number of hours of work per week.
2. There shall be a paid thirty (30) minute lunch period included in any shift scheduled for seven and one half (7 ½) hours or more. In some operations, this thirty (30) minute period may not be consecutive minutes.
3. There shall be a paid break of up to fifteen (15) minute for each four (4) hours of scheduled shift.
4. A shift premium of 5% will be paid for 2nd shift, and a shift premium of 7% will be paid for 3rd shift. Shifts are defined by their starting time as follows:
 - a. 1st shift Starts between 6:30 am and 2:29 pm
 - b. 2nd shift Starts between 2:30 pm and 10:29 pm
 - c. 3rd shift Starts between 10:30 pm and 6:29 am.
5. Employees who work at the start of the 10:30 PM to 6:30 AM shift on the Friday to Saturday overnight shift and ends with the conclusion of the 10:30 PM to 6:30 AM shift on the Sunday to Monday overnight shift will be entitled to a weekend premium. All officers who work during these hours will receive fifty cents (\$.50) per hour for all hours worked during the applicable time-period. The weekend shift premium is in addition to any other premiums that an officer is entitled.
6. An employee who is assigned to a shift other than his or her regular shift, either as an assignment change or by working beyond the end of the initially assigned shift, will be paid shift premiums appropriate to the hours so assigned, except that those actively employed in the bargaining unit as of the ratification of this agreement will receive shift premiums in the following manner:
 - a. An employee will be paid his regularly assigned shift premium or the premium of the shift assigned, whichever is greater.
 - b. An employee working beyond his or her regularly scheduled shift into another shift will be paid the shift premium for the hours worked on that shift or the premium for his or her regularly scheduled shift, whichever is greater.
7. Employees will be allowed to swap shifts and/or work days with fellow officers with the requirements that:
 - a. Prior permission is obtained from the supervisors of both officers involved, which shall not be unreasonably denied;

- b. Swaps are only permitted for - assignments falling within the same pay period;
 - c. Verifiable illness will be the only acceptable reason for absence by either officer involved in the shift and/or workday swap.
8. When an employee is ordered to appear at his or her work assignment under circumstances in which nonessential employees are excused from working, "in the course of his employment" for the purposes of Workers Compensation encompasses such individual's departure from such individual's place of abode directly to duty, such individual's duty, and the return directly to such individual's place of abode after duty.
9. Any permanent change in work hours and/or scheduled days off shall be made only after notice of thirty (30) calendar days.

ARTICLE X: WAGES AND JOB CLASSIFICATIONS

1. As of ratification of this Agreement, the position descriptions covering bargaining unit positions are:
- a) Security Officer (SO)
 - b) Security Communications Officer (SCO)
2. Wages

(A). Effective January 22, 2023, all Security Officers and Communication Officers will either be placed on wage grids set forth below based upon their completed years of service on the effective date of the wage increase or will receive a three and seventy-nine hundredths percent (3.79%) increase to their base hourly wage rate, whichever results in the greater increase to the officer's base wage rate.

(B). Beginning in Year 2 of the parties' 2023 to 2028 collective bargaining agreement, officers at step 8 or lower will receive step increases on the across-the-board increase date in addition to receiving the agreed to across-the-board increase. For example, an officer at step 1 will be moved to step 2 on January 21, 2024, in addition to receiving the 2.75% across-the-board increase, regardless of their completed years of service as of January 21, 2024. Once an officer reaches Step 9, they will receive across-the-board increases, only.

Security Officers

Hire	1	2	3	4	5	6	7	8	9
\$21.75	\$22.55	\$23.36	\$24.16	\$24.96	\$25.77	\$26.57	\$27.37	\$28.18	\$29.00

Communication Officers

Hire	1	2	3	4	5	6	7	8	9
\$26.25	\$27.22	\$28.19	\$29.16	\$30.13	\$31.10	\$32.07	\$33.04	\$34.01	\$35.00

(C). Effective upon the first full pay week following ratification of the parties’ 2023-2028 successor collective bargaining agreement, all Security Officers and Communication Officers who are not placed on the wage grids set forth above also will receive a one-time \$1000.00 lump sum payment, minus standard deductions.

(D). Effective beginning on January 21, 2024, the following cost of living adjustment (COLA) provision will be incorporated into the parties’ collective bargaining agreement pursuant to which Security Officers and Communications Officers will be eligible to receive COLA increases on annual wage increase dates:

“All individual salaries shall be further increased by a percentage equal to one-half (1/2) of the difference between 4.5% and the 12-month percentage change in the CPI-W from the second previous November to the immediate previous November. This adjustment will be made only if the CPI-W increased by more than 4.5%. CPI-W is the Revised CPI-W published by the U.S. Department of Labor, Bureau of Labor Statistics (1982-84=100) and will include revisions made to that index in the future.”

Effective on the wage increase dates set forth below, the “standard rate” for Security Officers and Communication Officers will be increased by the percentages provided below and, on the effective date of the increases, officers will advance one step on the wage scale based upon their completed years of service as of the effective date of the wage increase.

- Effective January 21, 2024 – 2.75%
- Effective January 19, 2025 – 2.75%
- Effective January 18, 2026 – 2.75%
- Effective January 17, 2027 – 2.75%

On the effective date of the wage increase, any officer whose base wage rate is above the standard rate shall receive an increase to their base wage rate that is equal to the percentage increase in the standard rate for that year.

(E). Effective upon the first full pay week following ratification of the parties’ 2023-2028 successor collective bargaining agreement, all bargaining unit members will receive a one-time \$500.00 lump sum payment, minus standard deductions.

2C. Longevity Premium

Effective January 22, 2023, employees with 10 or more years of service will receive a one-time 50¢ per hour longevity base building premium. The 10 YOS 50¢ per hour longevity premium increase will be awarded to employees in the payroll week immediately following their 10-year anniversary date and will compound with annual across-the-board increases.

Effective January 19, 2020, employees with 20 or more years of service will receive an additional one-time 50¢ per hour longevity base building premium (total \$1.00). The 20-YOS 50¢ per hour longevity premium increase will be awarded to employees in the payroll week immediately following their 20-year anniversary date and will compound with annual across-the-board increases.

2D. Seniority Dates

For the purposes of calculating years of service thresholds in sections 2A, 2B, and 2C above, the University will use Department Seniority Dates.

3. Employees hired as Security Communications Officers are required to obtain the required certifications within one year of their hire date.
 - a. Any employee failing to meet these requirements will be subject to layoff without notice for the purposes of the rights provided in Article XV, Section 6.
 - b. Any employee who is promoted to SCO may within the first six (6) months of being assigned to the position resign and exercise his or her rights provided in Article XV, Section 6.
4. An employee who transfers for any reason to a lower graded position will receive a rate of pay commensurate with his or her rate of pay in the higher grade.
5. Consistent with current practice, the University will reimburse employees for the fees associated with their maintenance of their Guard Card and/or Emergency Dispatch/ Communications certifications required by the University and/or the State of Connecticut for the security officer and communication officer positions, respectively.

ARTICLE XI: FAIR TREATMENT OF SECURITY OFFICERS

Section 1.

(a) No non-probationary Security Officer may be disciplined or discharged except for just cause.

(b) Any grievance challenging disciplinary action taken by the University involving suspension or discharge shall be filed in writing at Step 2 of the Grievance Procedure provided by this Agreement within twenty (20) days after the University's action.

(c) If any disciplinary investigation (defined as an investigation or inquiry into a complaint or event, of which the employer had knowledge, and/or evidence, which can reasonably be expected to result in discipline), including, but not limited to, EEO complaints, workers' compensation and HR investigations, is initiated by the University against any employee primarily on the basis of a specific complaint arising outside or inside the department, the employee involved will be advised in writing of the complaint which forms the basis of the investigation or will otherwise be advised of the nature of the complaint no later than twenty-four (24) hours prior to any inquiry or interview. If the complaint is in writing, the employee involved shall receive a copy thereof (with names, addresses and other personally identifying information redacted) as soon as practicable, but no later than twenty-four (24) hours prior to any inquiry or interview. If the complaint is not in writing, prior to obtaining a statement from a Security Officer in the course of an investigation into potential misconduct, the Security Officer shall be informed in writing of the nature and the source of the complaint. E-mail communication shall satisfy the requirement that the notice shall be in writing.

The above-noted twenty-four (24) hour notification requirements will not apply to any discussion or questioning of an employee in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine contact with a supervisor.

(d) Security Officers shall be entitled to have a union representative present during an investigatory meeting that the Security Officer reasonably believes may result in discharge, discipline, demotion, or other adverse consequences to their job status.

(e) The number of interviewers during an investigatory interview shall not exceed two (2). No more than two (2) interviewers may question an employee at one time during any interaction/investigatory interview conducted pursuant to this Section.

(f) If during an investigatory interview the University decides to tape record the interview or obtain a recorded statement from the Security Officer, then the Union shall also have the right make its own tape recording of the event. No recording or transcription will be made without the knowledge of all participants in the investigative interview.

(g) Whenever it becomes necessary for a supervisor to discipline an individual Security Officer, the supervisor shall endeavor to conduct the disciplinary discussion in a fashion that is calculated to avoid embarrassment and public display.

(h) A Security Officer who is absent from work for five (5) or more consecutive working days without notifying his or her Supervisor shall be deemed to have voluntarily resigned his or her employment with the University, except in unusual circumstances.

(i) Discipline older than eighteen (18) months will be expunged from an Officer's personnel file and will not serve as a basis for progressive discipline if, within the eighteen (18) months following the issuance of the discipline, the officer has had no additional disciplinary infractions. Any discipline expunged from a personnel file pursuant to this provision will not be utilized by management in contemplation of any future discipline. In addition, management will not utilize any expunged discipline in any fashion or manner during a grievance or arbitration proceeding, except for purposes of impeachment and/or for purposes of satisfying notice requirements.

Section 2.

(a) Neither the University nor the Union shall discriminate against any Security Officer on account of race, religion, color, sex, marital status, national origin, veteran status, sexual orientation, gender identity or expression, union membership, union activity which does not violate this Agreement, or other individual beliefs or activities of a Security Officer which do not affect the performance of work by the Security Officer or other University personnel.

(b) Neither the University nor the Union shall discriminate against any Security Officer in violation of applicable law on account of the Security Officer's age or disability.

(c) The University shall make reasonable accommodation for Security Officers with disabilities who are otherwise qualified to perform the required work.

Section 3.

(a) Sexual harassment is contrary to University policy, and the University will take appropriate steps in connection with any sexual harassment by any University employee or student.

(b) If a Security Officer or the Union believes that a Security Officer is experiencing sexual harassment by a University employee, the matter shall be brought to the University's attention by either filing a grievance under the Grievance Procedure provided by this Agreement, at whatever step the Security Officer or the Union considers appropriate, by notifying the Department of Human Resources or by notifying the Director of the Office for Equal Opportunity Programs.

(c) If a Security Officer or the Union believes that a Security Officer is experiencing sexual harassment by a University student, the matter shall be brought to the University's attention by notifying the Director of the Office for Equal Opportunity Programs. If the Security Officer or the Union does not think the Director of the Office for Equal Opportunity Programs has taken appropriate steps in the situation, the Security Officer or the Union may file a grievance under the Grievance Procedure provided by this Agreement at whatever step the Security Officer or the Union considers appropriate.

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

ARTICLE XII: OVERTIME

Section 1. All overtime duty shall be paid at the rate of time and one-half for all hours worked in excess of 40 hours per week.

Section 2. When an employee is required to return to duty to perform overtime duties, including their required attendance at administrative hearings (e.g., workers' compensation hearings, arbitrations) for which the employer has called the employee as its witness, court ordered depositions and/or judicial proceedings related to their official duties as Yale security or communications officers, and when the overtime hours so worked are not contiguous with said employee's regular duty hours, he/she shall be paid not less than four

(4) hours pay at the applicable rate unless other arrangements are made in advance of the assignment. Overtime pay shall not be subject to the minimum hour provisions when such overtime results from extending a tour of duty on any shift.

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

Section 4. Insofar as practicable, all voluntary overtime opportunities shall be distributed equitably to all employees without regard to seniority as measured in each calendar quarter. Overtime will be considered to be equitably distributed provided the University follows the agreed-upon procedure. That procedure will include:

1. Employees' selection via electronic calendar of their available work time.
2. Order of selection is based on overtime opportunities in each calendar year.
3. Broadcast notification of overtime opportunities, when practical to do so, when the volunteer list has been exhausted and before utilizing a mandatory overtime call in procedure.
4. An "Overtime Committee" will be established consisting of one Bargaining Unit Representative and one Management Representative whose charge will be to resolve complaints or disputes regarding equitable distribution. Mutually agreed upon resolutions will be limited to adjusting the record of overtime opportunities on record for any Bargaining Unit member.

Section 5. Mandatory overtime assignments will be required based on inverse order of seniority.

Section 6. Employees on scheduled PTO will be excused from mandatory overtime assignment and will be ineligible for voluntary overtime for those PTO days.

Section 7. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 8. The University agrees not to arbitrarily change an employee's normal work schedule for the specific purpose of avoiding the payment of overtime (e.g., reducing hours of work in one day because of overtime worked in another).

Section 9. Mandatory hold-overs lasting four (4) or more hours and mandatory overtime assignments for four (4) or more hours will be count as 'mandatory order in' hours for the purposes of administering employee overtime lists.

The University will create a new work rule providing the following:

1. Overtime will be tracked using a single "bucket" of overtime hours worked voluntarily or by virtue of a mandate or holdover. The sum of hours worked will be used to determine overtime eligibility or exposure to mandates or holdovers in a manner consistent with the existing practice. The "hours bucket" will be reset quarterly with new quarters commencing on January 1, April 1, July 1 & September 1

2. Prior to ordering-in an employee to work a mandatory eight (8) hour overtime shift, the Department will first offer the shift in four (4) hour blocks, on a voluntary basis, to officers scheduled to work the shifts immediately prior to and following the overtime shift.

Section 10. Employees who work two (2) or more hours of overtime at the beginning or end of the workday shall be entitled to a \$-20meal stipend provided such employee is mandated to work such overtime or volunteers to work such overtime on the same day it occurs.

ARTICLE XIII: GRIEVANCE PROCEDURE

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

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

Step 2: (i) If the Member is dissatisfied with the response to the Step 1 grievance, the Member may file a written grievance. The written grievance shall be filed with the Department of Human Resources and shall be filed within **twenty-one (21) days** after receipt of the Step 1 response. The written grievance should contain the name and job title of the grievant, the date of the incident complained of, the Section of the allegedly violated, the facts which constitute the wrong complained of, and the relief sought. (ii) A Department of Human Resources representative and the Member's Supervisor shall meet with the Union's Steward and/or Department Steward and the Grievant within **twenty-one (21) days** after the date the written grievance is received by the Department of Human Resources. (iii) The Department of Human Resources shall give a written answer to the grievance within seven (7) days after the meeting to discuss the grievance.

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

Step 4: If the grievance is not resolved in Step 3, the Union may appeal the grievance to arbitration by giving written notice of such appeal to the University's Vice President for Finance and Administration or his or her designee within **twenty-one (21) days** after receipt of the University's Step 3 answer to the grievance.

2. (a) A grievance which affects more than one (1) Member or a class of Members may initially be presented at Step 2 within **twenty-one (21) days** after occurrence of the facts causing the grievance, or within **twenty-one (21) days** after the Members reasonably should have known of such facts.

(b) The Union may present any grievance at Step 2 within **twenty-eight (28) days** after occurrence of the facts causing the grievance.

3. The Union's representative/attorney as designated in writing by the Union may participate at any step of the grievance procedure. The Union's representative/attorney will notify the University's Vice President for Finance and Administration or his or her designee if the Union's representative/attorney intends to participate in any particular grievance meeting.

4. (a) When a grievance is appealed to arbitration, promptly after the Union gives the written notice required by Step 4 above, the parties shall select a mutually acceptable arbitrator from the designated panel. If the parties do not agree on a selection, then an arbitrator will be selected from the entire panel by random drawing.

(b) A panel of **fifteen (15) arbitrators** mutually selected by the parties by alternately striking off from a panel from the **Federal Mediation and Conciliation Service ("FMCS") of ten (10) arbitrators** who are located in the Northeast section of the United States constitute the "designated panel" referred to in this Article. In the event that additions must be made to the designated panel, the parties shall either mutually agree to any additions or employ a similar striking procedure to a panel supplied by FMCS. The parties may remove an arbitrator from the designated panel by mutual agreement.

(c) Hearings shall be held on campus at a mutually agreed time.

(d) Any briefs to be filed shall be filed within fourteen (14) days after the end of the hearing.

5. (a) Each party shall bear the expenses of its representatives and witnesses.

(b) The fees and expenses of the Arbitrator and the costs of hearing facilities shall be paid by the Union if the grievance is denied in total, by the University if the grievance is granted in total, and if the grievance is neither denied nor granted in total, by the parties as specifically allocated by the Arbitrator. The parties jointly shall advise the Arbitrator of this provision of the Agreement at the start of the hearing regarding any grievance. If the parties commence an arbitration hearing but then settle the grievance, such fees, expenses, and costs shall be borne equally by the parties.

(c) Only one (1) grievance shall be submitted to an Arbitrator at one (1) hearing unless the parties otherwise agree in writing. It is understood, however, that where two (2) or more grievances can be presented conveniently and completely on one (1) hearing day, the parties will agree to present such grievances to the same Arbitrator on the same hearing day.

6. (a) The Arbitrator shall have no authority to add to, subtract from, or modify any provisions of this Agreement.

(b) The Award of the arbitrator shall be final and binding on the parties.

7. (a) If either party fails to meet a time limit applicable to that party established in Steps 2, 3, or 4 of the procedure set forth in Paragraph 1 of this Article, the grievance shall be considered settled in favor of the other party. Such a grievance settlement shall advance to the next Step.

(b) Either party may obtain one automatic extension of the time of seven (7) days to each time limit of less than fourteen (14) days imposed upon that party in Steps 2, 3 and 4 by delivering within the stated time limit a letter or email to the other party advising the other party that a seven (7) day automatic extension is needed.

8. It is expected that both parties adhere to the time limits set forth above. Time limits may only be extended by mutual written consent of an authorized University representative and an authorized Union representative.

9. (a) Grievance meetings shall normally be held at times which do not unduly interfere with performance of the work of either Members, Member Union Stewards, or Supervisors. If such meetings are scheduled during the work time of either the Member grievant(s), the Member Union Stewards involved, or necessary Member witnesses, such Members shall be excused without loss of straight-time pay for such meetings.

(b) Member Union Stewards shall not engage in the investigation of grievances during the working time of either the Member Union Steward or any Member involved, except by mutual consent of the University and the Union; but this language shall not be read to inhibit communication regarding the resolution of workplace problems, so long as such communication does not unduly interfere with the work of any Member.

10. This Grievance and Arbitration Procedure shall not prevent any Member from dealing directly with a Supervisor concerning any problem.

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

ARTICLE XIV: INTERNAL JOB POSTINGS AND POSITIONS

1. For the purpose of promotions and transfers under this Agreement, positions will be identified by their job description and scheduled hours. The University will post new positions as it determines is necessary.
 - a. When a job opening (other than a temporary opening) in a position covered by this Agreement is posted, it shall be identified by job description, schedule of hours, initial shift and initial location of assignment, and a brief description of the job's general duties and responsibilities.
 - b. The job opening will be posted for a minimum of seven (7) calendar days on the University's electronic posting system.
2. Once in a position as described above, the employee may be transferred to another shift provided the schedule of hours is not reduced.
3. Employees are limited on the bidding for new positions as follows:

- a. There is no limit on the frequency an employee may successfully bid on a position deemed to be a promotion. A promotion is defined as:
 - i. A position in a higher grade;
 - ii. A position scheduled for at least 5 more hours per week than the incumbent's current assignment.
 - iii. When the bid would result in the transfer from a non-benefit-eligible position to a benefit -eligible position.
 - b. All other bidding for positions will be limited to two times per year, one time between January 1 and June 30 and once between July 1 and December 31, respectively. These would include:
 - i. Positions simply on a different shift or daily schedule only; or,
 - ii. Positions with a change of less than 5 hours per week.
 - iii. Lateral positions at a different location.
 - iv. Members shall be allowed to rescind their application or reapply for a posted position until the bidding period has closed. All posted positions shall clearly state the beginning and ending date(s) and time(s) allowed for a member to apply. If a member rescinds their application prior to the close of business on the final day the position is posted, it shall not count as a "bid" as outlined in Section 3 (b) of this article. In all cases, it is the member's responsibility to rescind posting applications on Telestaff.
 - c. An employee who has been disciplined within a year of the posting at the level of one (1) day suspension or greater will be ineligible for bidding.
4. Selections for positions are at the discretion of the University based on the following:
- b. Most qualified candidate, either internal or external.
 - c. Re: internal v. internal – Unless there are significant differences in skills, qualification or experience, the more senior candidate is selected.
 - d. Re: internal v. external - Unless there are significant differences in skills, qualification or experience, the internal candidate is selected.
 - e. All posted positions shall have an active list of those employees who have applied. The list shall be available to all members in Telestaff during application process.

ARTICLE XV: LAYOFF AND RECALL

1. The University shall have sole discretion to determine the need for and type, number, and location of positions to be eliminated. The following provisions apply to benefits-eligible employees only.
2. In cases of less than ten (10) years of service, employees shall receive written notification at least thirty (30) calendar days prior to the effective date of the layoff. In cases of ten (10) or more years of service, employees shall receive written notification of layoff at least sixty (60) calendar days prior to the date of layoff. The University may elect to

continue the pay and benefits of an employee for the periods described above in lieu of all or part of the notice.

3. When the Department identifies a position to be eliminated, the incumbent in that position will be the first affected and will be eligible to transfer to open positions in the same classification, weekly schedule of hours and labor grade or to displace a less senior employee in the same classification subject to the following sequence:
 - a. The affected employee will displace the least senior employee whose regularly scheduled hours are the same as the affected employee.
 - b. If there is no employee junior to the affected employee whose regularly scheduled hours are the same as the affected employee, the affected employee will displace the least senior employee whose regularly scheduled hours are less than those of the affected employee but greater than those of an employee with the next shorter regular schedule.
 - c. If by following the above rules the affected employee has no opportunity to displace a less senior employee, the affected employee shall be laid off.
 - d. The above process will be repeated for each employee affected or subsequently affected by being displaced by a senior employee.
 - e. An affected employee will be ineligible to displace a less senior employee and will be laid off if he or she does not have the ability to perform the work of the employee who would otherwise be displaced.
 - f. An affected employee shall have the option of:
 - i. accepting layoff in lieu of accepting the opportunity to displace a less senior employee, or;
 - ii. accepting a transfer to an open position in a lower grade and/or a lower schedule of hours.
4. If an employee notified of layoff as described above has not had the opportunity to be placed in a regular position in the same or higher labor grade and at no less than the same number of weekly hours by the end of the notice period stated above, the laid-off employee's salary and all benefits will be continued after such notice period for the number of weeks equal to the Employee's completed full years of continuous service at the University. This continued salary is in addition to any terminal vacation pay to which the Employee may be entitled.
5. If an employee notified of layoff as described above has not had the opportunity to be placed in a regular position in the same or higher labor grade and at no less than the same number of weekly hours by the end of the period of continued salary provided by 4, above, the Employee's medical insurance coverage shall be continued for the number of months equal to the Employee's completed years of continuous service at the University as of the effective date of the layoff, up to a maximum of six (6) months (which six-month period shall include any period for which salary is continued pursuant to 4, above).

6. Employees laid off will retain rights to return to a position in the unit without a break in service for 18 months from the date of layoff. Such employees may exercise this right by applying for available positions that become available. Such laid off employees will be given priority for selection for these positions provided they have the ability to perform the work, and selections will be made on the basis of the greatest seniority of those who apply.
7. The employees selected as Chief Steward and Secretary pursuant to Article IV of this Agreement will be considered to have the greatest seniority in the bargaining unit for the purpose of applying the layoff provisions of Article XV.

ARTICLE XVI: HEALTH AND SAFETY

1. The departments shall continue to comply with all applicable federal and state occupational health and safety laws for the protection of the health and safety of the employee. Employees shall comply with safety rules established by the University. Job related OSHA familiarization and training will be provided as necessary.
2. The University shall recognize a Safety Committee which shall consist of four (4) persons. Two (2) shall be bargaining unit members appointed by the Union, and the others shall be representatives of the University.
 - a. The Safety Committee shall meet quarterly and additionally as needed.
 - b. The Union's representatives who attend Safety Committee meetings during their work hours shall not suffer a loss of pay for attending such meetings. Union Representatives to the Safety Committee who are normally scheduled to work a shift non-concurrent with regular business hours shall be allowed to switch their work shifts/day off in order to attend the meeting.
 - a. The Safety Committee shall function to make recommendations to Management regarding reasonable standards of health and safety in the Department's operations. The Union and the University each shall have the right to replace its appointees at any time.

ARTICLE XVII: HOLIDAYS

1. Each Benefits Eligible Employee, 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 Employee 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, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the day observed by the University as the holiday, other than for Christmas Day. 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 before Christmas Day and four (4) days (excluding Saturday and Sunday) which fall between the Christmas Day and New Year's Day holidays.
4. An employee on layoff or leave of absence shall not be eligible for pay for an unworked holiday or recess day. An employee on a leave of absence shall be eligible for pay for a holiday or recess day if the Employee 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 an employee (as defined in Article VI, Section 1) is required to work on a holiday or recess day, the Employee shall receive any holiday or recess day pay for which the Employee is eligible under this Article for the holiday or recess day involved, plus either pay or, if the Employee and the Employee'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 Employee'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 Employee 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 Employees 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 Employee prior to October 1. The Employee's request to scheduling the floating holiday shall not be unreasonably denied by the Supervisor, bearing in mind the operational needs of the department. If an employee is denied the ability to use such floating holiday time, the employee will be paid for such time.

ARTICLE XVIII: PERSONAL BUSINESS DAYS

1. Each non-probationary Benefits Eligible Employee 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. An employee may use personal time in hours or days.
3. An employee 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 Employee'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 Employee and the Employee's Supervisor.

ARTICLE XIX: VACATIONS

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

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

4. For each month in which an employee who has completed two (2) years of service before July 1, 2009 and is actively employed, the Employee shall accrue two (2) days of vacation, each day to equal the Employee's normally scheduled daily straight-time hours during the month, except that in the first and final month of an employee's employment the Employee shall accrue no vacation if the Employee does not actually work at least ten (10)

days, and only one (1) day if the Employee works ten (10) but less than twenty (20) days in such month.

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

5. An employee may utilize his or her accrued vacation at the time desired by the Employee so far as possible. The Employee'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.

An employee hired on or after July 1, 2009 may carry forward up to two (2) years' worth of vacation to the next fiscal year. An employee 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, an employee 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 an employee 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 an employee who terminates, in accordance with the terminal vacation provisions of this Agreement.

6. Upon completing the years of service stated in the following schedule, an employee employed prior to July 1, 2009 will be eligible to take, once during the five (5) years following the Employee's becoming eligible for such extra vacation days, the number of extra vacation days stated, in addition to the Employee'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. An employee 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 un-forfeited vacation time.

8. Upon the Employee's request, vacation pay shall be paid to an employee prior to the start of the vacation.

ARTICLE XX: SICK LEAVE

1. A non-probationary Benefits Eligible Employee required to be absent from work because of the employee's illness or injury shall be entitled to sick leave with pay for the straight-time hours not worked by the employee due to such illness or injury to the extent of the employee's sick leave allowance.

2. An employee's sick leave allowance shall be twelve (12) days per fiscal year, except that for the fiscal year in which the employee is hired, the employee's sick leave allowance shall be one (1) day for each month in which the Employee has worked. Sick leave unused in any fiscal year may be carried forward to succeeding fiscal years, up to a maximum accumulation of two hundred four (204) days for employees hired before July 1, 2009, and two thousand seven hundred fifty-two (2,752) hours for employees hired on or after July 1, 2009.

3. An employee 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 employee's condition prevents giving such notification.

4. In cases of suspected malingering the University may require evidence of an employee's illness or injury or a medical examination by the University before payment for sick leave is given.

5. Whenever sick leave is used for three or more consecutive workdays, the University may require reasonable documentation that sick leave is being used for a purpose permitted by Connecticut's paid sick leave law, C.G.S. §§ 31-57r et. al.

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 Employee's scheduled hours of straight-time work in a normal one (1) week period by five (5).

7. An employee will continue to have access to on-line information regarding the Employee's unused accumulated sick leave days.

8. If an employee with a least one (1) year of service dies while on the active payroll of the University, the Employee's beneficiary designated to receive the payment provided by Article XXVI (Life Insurance) shall be paid any unused accumulated sick leave pay which would have been payable to the Employee if the death had not occurred.

9. Retirement. An Employee retiring on or after January 20, 2008 will be paid out 50% of the Employee's accumulated sick time at retirement and the 50% balance will be applied toward the Employee's years of service as specified below. Such retiring Employee shall

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

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

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

ARTICLE XXI: LEAVES OF ABSENCE

1. (a) A non-probationary Employee may request an unpaid leave of absence of up to three (3) months' duration. No such request shall be denied arbitrarily, capriciously, or without good cause, based on the staffing or operational needs of the University or department. A leave of absence may not be granted to permit the Employee to accept employment with another employer without the written permission of the University. Such a leave of absence may be extended by the University for good cause, except the total time on the leave shall not exceed one (1) year.

(b) A non-probationary Employee unable to work due to illness or injury shall be granted a leave of absence without pay for the period the Employee is unable to work due to the illness or injury up to one (1) year; in unusual circumstances, such leave may be extended by the University.

(c) A non-probationary Employee shall be entitled to a leave of absence without pay for up to six (6) months for either (i) maternity leave beyond the period of the

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

(d) FMLA. Leaves of absence provided for in Article XXI, 1(a) include full time, intermittent and reduced schedule Caregiver leaves as defined in the federal and state Family and Medical Leave Acts (FMLA). Leaves of absence provided for in Article XXI, 1(b), include full time, intermittent and reduced schedule leaves as defined in the FMLA. For FMLA purposes, the leave year will begin on the Employee's first full day of leave.

(e) Once a non-probationary Employee, absent from work due to illness, injury, maternity, paternity or caring for a relative and utilizing paid time off, is absent from work for more than thirty (30) calendar days, the Employee shall be considered on a leave of absence retroactive to the first day of absence.

2. (a) During an approved leave of absence, an Employee may utilize any vacation time or personal days the Employee accumulated prior to commencing the leave of absence, and, in the case of a leave of absence granted because of illness, injury, or pregnancy, the Employee also may utilize sick leave the Employee accumulated prior to commencing the leave of absence for the period the Employee is unable to work due to illness, injury, or disability due to pregnancy. In addition, Employees who are on a leave of absence under paragraph 1(c) may further utilize accumulated sick leave whether or not disabled. Except as provided in this paragraph and Article XVII Holidays, Section 4, an Employee on leave of absence shall not be paid by the University for any day during the period of leave.

(b) The University will continue to pay its share of the premium for health and life insurance plans applicable to the Employee for the Employee and covered dependent(s) at the commencement of a leave granted pursuant to 1(b) or 1(c), and for three (3) months in the case of a leave for any other reason, provided the Employee pays any portion of the cost of such coverage the Employee is required to pay.

(c) An Employee on leave shall continue to accrue service under the Yale Staff Retirement Plan.

(d) An Employee on leave pursuant to 1(b) or 1(c) also shall accrue vacation, personal leave, and sick leave for use after the Employee has returned to work for at least thirty (30) days. If an employee is being paid through sick, vacation or personal time during a leave pursuant to 1(b) or 1(c), and sick, vacation or personal time accrued while being paid during the leave, that accrued time is not subject to the 30-day waiting period.

(e) Upon return from a leave of absence of three (3) months or less, or upon return from a leave of absence of more than three (3) months if the work unit has agreed to hold the Employee's position available for the duration of the Employee's leave, the Employee shall be returned to the position held by the Employee prior to the leave of absence, if that position still exists. Upon return from a leave of absence of more than three (3) months, upon return from a leave of three (3) months or less where the Employee's position no longer exists, or, when an Employee notifies the University that in either of the above circumstances he or she is ready to begin applying for a position to return to when the leave expires, the Employee will be considered laid off and will have the rights provided pursuant to paragraph Article XV (Layoff and Recall) of this Agreement.

- (f) For the purposes of leaves of absence granted under 1(b) and 1(c) above, the times expressed in 2(e) above shall be six (6) months.
 - (g) An Employee shall accumulate seniority during any leave of absence.
 - (h) An Employee on leave of absence shall not be eligible for the benefits provided by Article XXXV (Training and Education) of this Agreement.
 - (i) An Employee on leave of absence shall be entitled to apply for job openings which are posted during the Employee's leave of absence. However, if the Employee is awarded the opening, the Employee will be expected to start work in the new position at the time desired by the Supervisor.
3. The University's present policies on military leave and on military reserve duty pay shall be continued for the term of this Agreement.
4. An Employee who incurs a break in seniority as a result of leaving the University for Child-rearing, and who desires to return to the University within two (2) years of the date of the child's birth, or within two (2) years of the time of placement for adoption of a child under the age of 18 who is not a stepchild, shall be entitled to other provisions set forth below in this paragraph but shall not be entitled to any of the other provisions of this Article or otherwise be considered to be on a leave of absence. Such Employee shall be treated solely for the purposes of applying for job openings pursuant to Article XIV (Internal Job Postings and Positions) of this Agreement as though the Employee were an Employee with seniority equal to the Employee's seniority at the time of the break in seniority. An Employee intending to use the right granted by this paragraph shall advise the University in writing of such intention within six (6) months after the child's birth or, in the case of adoption, within six (6) months of the time of placement for adoption of a child under the age of 18 who is not a stepchild. If the Employee obtains a position through the job openings procedure provided by this Agreement, the Employee shall be given credit for all purposes for time worked before such child-rearing absence consistent with the definition in Article VII, (Definition of Seniority) paragraph 2.
5. In the case of a Leave of Absence on account of an illness or injury covered by Worker's Compensation, after one (1) year's leave pursuant to paragraph 1(b) of this Article, the Employee shall cease to accrue seniority, but shall retain accrued seniority which may be exercised in the event the Employee becomes able and qualified to return to active employment prior to expiration of a five (5) year period following the end of the Leave of Absence or renewal thereof. Such an Employee may return to work in the same manner as a laid-off Employee pursuant to Article XV (Layoff and Recall) of this Agreement.
6. University policies, procedures and forms concerning leaves of absence as they apply to Employees shall be consistent with the foregoing.

ARTICLE XXII: DEATH IN THE FAMILY

1. A Benefits Eligible Employee is entitled to be absent without loss of pay in the event of death in his or her immediate family from the day of death until no more than two (2) days after the day of the funeral inclusive, provided that such absence does not exceed three (3)

days. Pay for such absence shall be the employee’s regular hourly rate multiplied by his or her regularly scheduled hours. Paid time under this section shall count as time worked for purposes of computing overtime pay. This provision will apply only in the case of death of the employee’s spouse, domestic partner, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or a person in an equivalent relationship.

2. A Benefits Eligible Employee shall be entitled to unpaid bereavement leave required by the death of a member of the employee's immediate family as defined in paragraph 1, subject to the limits stated in Article XXI (Leaves of Absence).

ARTICLE XXIII: HEALTH INSURANCE

1. For the purposes of this article, an Employee is defined as a benefits-eligible employee as described in Article VI, Section 1 (a) and 1(b) of this agreement. An employee may participate in the Yale Health Plan (YHP) and the employee will contribute toward a portion of the monthly cost in accordance with the schedule set forth in Appendix A.
2. An employee employed for three (3) years or more may elect the Aetna Select Network Plan effective on or after January 1, 2013. See Appendix B. If an employee elects such option, the Employee will contribute each month for that month's coverage in accordance with the following schedules:

Coverage Tier	2023	2024	2025	2026	2027
Employee	17%	17%	17%	17%	17%
Employee + Child(ren)					
Employee + Spouse					
Employee + Family					

Monthly payments for the plan described above will be scheduled on an appropriate weekly basis.

In rare cases an employee with less than three (3) years of service may be allowed to enroll in the Aetna Select Network Plan prior to completing 3 years of service but only with mutual agreement of the parties.

3. The Legacy Point of Service (POS) Plan (“Legacy Plan” as of the time of the settlement of this agreement) was closed to new enrollees as of January 20, 2013. This Legacy POS Plan (See Appendix B) will continue to be available to any Employee who meets either of the following conditions:

- a. Was enrolled in this POS Plan on January 20, 2013 and remains continuously enrolled in this POS Plan.
- b. Changed enrollment from this POS Plan to YHP and effective with the next open enrollment elects to revert to this POS Plan. If this POS Plan is not elected during the Annual Enrollment specified above, this POS Plan will not be an option at any future date.

An employee who elects this POS Plan will contribute each month for that month's coverage in accordance with the following schedule:

Coverage Tier	2023	2024	2025	2026	20278
Employee	17%	17%	17%	17%	17%
Employee + Child(ren)	15%	15%	15%	15%	15%
Employee + Spouse					
Employee + Family					

Monthly payments for the plan described above will be scheduled on an appropriate weekly basis.

- 4. Effective January 1, 2022, Staff Members will have the option of enrolling in the Aetna SmartCare plan under the same terms and conditions that apply to M&P staff.
- 5. If an employee elects any other Health Maintenance Organization (HMO) offered by the University in lieu of the above plans, and the subscription charge required for the Employee's participation in the HMO is greater than the amount required under paragraph 1, the University will pay an amount equal to what it would have contributed under paragraph 1 above and the Employee will contribute an amount equal to the balance of the required premium. In all cases where payment by an employee is required for participation, the University will deduct such payment from the Employee's wages upon receipt of a written authorization for such purpose from the Employee. Monthly payments for the plans described above will be scheduled on an appropriate weekly basis.
- 6. An Employee's and the Employee's dependents' coverage under the applicable medical plans shall cease at the end of the month following the month in which the Employee ceases to be an Employee, except as provided in Article XV (Job Security) and except that a former Employee may convert the applicable group coverage to direct payment personal coverage where that option is available or continue to participate in the applicable plan for up to eighteen (18) months after termination by paying the full cost of

coverage. The University shall continue to contribute its share of the premium of the applicable plans for an Employee who is laid off for the month in which the Employee is laid off and for the following month, except as otherwise provided in Article XV (Job Security). An Employee granted a leave of absence may continue participation in the plans in accordance with Article XXI (Leaves of Absence). Employee premium contributions for the month following the month in which the Employee ceases to be an Employee will be deducted in the final month of employment.

7. Effective May 31, 2019, employees will be subject to the terms and conditions of the Health Expectations Program (HEP) negotiated between the University and Local 34 on June 20, 2017.
8. The University shall make available to Employees a Dental Care Plan providing dental benefits at least comparable to those described by the Blue Cross "Co-Pay Plan" in effect as of January 23, 1985, modified to provide for one-hundred percent (100%) reimbursement for "Dental Listed Benefits A through D", and eighty percent (80%) reimbursement for "Dental Listed Benefits E through I", and the equivalent of Blue Cross Rider A - Additional Basic Benefits. A summary of those listed benefits is attached to this Agreement as Appendix C. Any plan provided by the University (i) shall be one which utilizes dentists with guaranteed and published rates for specified services and (ii) shall include a number of dentists mutually agreeable to the University and the Union, the determination of such number of dentists not being subject to grievance or arbitration). Employees who wish to have eligible dependents covered by the plan may elect to do so by contributing the cost of such additional coverage, but Employees who have completed eighteen (18) months or more of continuous service at the time of election are required to pay only one-half (1/2) of the additional cost for such dependent coverage. If the premium required for the Employee's participation in the Dental Care Plan is greater than the amount the University is obligated to contribute under this section, the University will deduct from the Employee's pay, upon receipt of a written authorization for such purpose from the Employee, the additional amount required for full payment of the premium.
9. All benefits provided by this Article are subject to the provisions of the applicable insurance policy or plan and are the same as provided to the Local 34 bargaining unit. The benefits and their terms and conditions including contribution rates provided by this Article will change during the course of this Agreement if such change also applies to the Local 34 bargaining unit.

ARTICLE XXIV: RETIREMENT

1. The University will maintain the Yale University Retirement Plan for Staff Employees in full force and effect for Employees during the term of this Agreement, subject to the currently applicable eligibility and other provisions of such plan and to any amendments necessary to conform the provisions of such plan to the provisions of this Agreement.

2. The Retirement Plan shall provide that:

- a. An Employee who retires on or after January 18, 2015, shall have his or her retirement income under the Yale Staff Retirement Plan calculated using the following schedule of multipliers:

Portion of Employee's Base Pre-Retirement Salary	Multiplier
Up to \$45,000	1.5%
\$45,001 to \$82,000	1.4%
Over \$82,000	1.3%

The tier definition amounts will be adjusted pursuant to the plan document.

- b. For Employees who retire at age 55 or older with thirty (30) years of credited service or more, the actuarial reduction of benefits for retirement prior to age 65 shall be 2% times the number of years below age 65. For Employees who retire with twenty-five (25) years or more of credited service, there shall be no reduction of benefits for years after the 60th birthday.
- c. If an Employee who is vested in the Yale Staff Employee's Retirement Plan dies before age 55 and is survived by spouse and/or minor children, there shall be no discount factor in the benefit and the survivors benefit will be paid beginning immediately to spouse and/or minor children which would have been provided under the surviving spouse option had the deceased participant reached age 55. The health insurance benefits received by the spouse and/or minor children shall continue until the earlier of either two years or until the spouse becomes eligible for equivalent coverage.
- d. The University will provide a supplemental retirement program, for Benefits Eligible Employees age 45 and over with at least 5 years of service, a dollar-for-dollar match of employee contributions up to 4% of the annual salary of the employee and for any other employee with at least 2 years of service, a dollar-for-dollar match of employee contributions up to 2% of the annual salary of an employee.
3. The benefits and their terms and conditions including contribution rates provided by this Article may change during the course of this Agreement if such change also applies to the Local 34 bargaining unit.

ARTICLE XXV: RETIREE HEALTH INSURANCE

1. The University will provide the following benefits for an Employee with ten (10) years of credited service who both retires from the University and commences receiving benefits from the Yale Staff Retirement Plan: (i) a life insurance policy in the face amount of \$5000; and (ii) if the retired Employee was a participant in the University's

group health insurance plans, or in a sponsored HMO, or in the Yale Health Plan at the time of retirement and is by virtue of his or her age ineligible for Medicare, the University shall contribute all or a portion of the premium for an individual contract covering the Employee as scheduled below:

- a. For retirees employed prior to January 20, 2013 with twenty (20) or more years of credited service on the date of retirement, the University will contribute 100% of the same amount that it would contribute if the Staff Member continued to be employed by the University.
- b. For retirees employed on or after January 19, 1992 and prior to January 20, 2013 with ten (10) but less than twenty (20) years of credited service on the date of retirement, the University will contribute 80% of the same amount that it would contribute if the Staff Member continued to be employed by the University.
- c. For retirees employed on or after January 20, 2013, the University will contribute according to the following schedule based on years of service on the date of retirement:

Service in Years	Age less than 60	Age 60 or greater
1-9	Not Eligible	0%
10 - 14	Not Eligible	30%
15 – 19	Not Eligible	50%
20 – 24	50%	80%
25 – 29	70%	90%
30 or more	100%	100%

2. If (or when) the retired Staff Member is eligible for Medicare, the Staff Member's University group health insurance plan participation, or sponsored HMO or his or her Yale Health Plan participation or other coverage, if any, shall be discontinued, and the University shall contribute toward the cost of a retiree health insurance package that will include Medicare Part B, Blue Cross 65 High Option, Blue Shield 65 D Plan 81 and the Yale University Major Medical Plan, or other plans with equivalent coverages.
 - a. For Staff Members who retire after January 1, 1998, a new mutually acceptable Medicare Risk HMO selected according to the criteria in Section 2(b) below will become the standard, no contribution retirement medical care option for retirees age 65 and over and their eligible dependents.
 - b. The mutually acceptable Medicare Risk HMO will have co-pays and primary features at least equivalent to the US Healthcare Medicare 5 plan plus an

unlimited prescription rider after a \$10 per prescription co-pay and an out of network option after co-pays and deductibles are met. Among plans meeting these criteria, the primary selection criteria will be objective evidence of quality of care and strong panels in primary care and important specialties in Connecticut and especially in the New Haven area. If these are also relatively equal, secondary selection criteria may include premium cost and easily available shorter term out of state coverage.

- c. A Medicare Supplement package will continue to be offered as an optional coverage for a monthly premium. For 2015-2016 the premium will be \$64.67 for the retiree and \$64.67 for the eligible dependent. Premiums will increase annually by the same percentage as the underlying Blue Cross 65 High Option and Blue Shield 65 D Plan 81 and Yale University Major Medical plans or other plans as mutually changed by the parties.
 - d. University contributions to the retiree health benefits outlined in Section 2(a) and 2(c) will be made according to the hire dates, years of service, and schedules as outlined in Article XIX, Section 9(a) through Section 9(c).
 - e. The University will continue to pay 100% of the Medicare Part B contribution for retirees age 65 and over employed prior to January 20, 2013 and their eligible dependents.
3. The benefits and their terms and conditions including contribution rates provided by this Article may change during the course of this Agreement if such change also applies to the Local 34 bargaining unit.

ARTICLE XXVI: LIFE INSURANCE

1. Effective at the start of the month following the month in which a benefits-eligible employee completes the probationary period, the University will provide a \$10,000 life insurance benefit, at no cost to the employee.
2. A benefits-eligible employee may elect to purchase term life insurance coverage equal to either one (1), two (2), three (3), four (4) or five (5) times the employee's annual salary. During the first sixty (60) days of employment, life insurance up to two (2) times annual salary may be purchased without a physical examination. Thereafter, the insurance company may require that the employee take and pass a physical examination to be eligible to purchase this insurance.
3. The salary of a full-time employee who dies shall be continued for what would have been the Employee's workdays, holidays, and recess days falling within thirty (30) days after the date of the Employee's death. This amount and any unused and unforfeited vacation and sick time shall be paid to the Employee's spouse, estate, or other beneficiary designated by the Employee to receive such payment.

ARTICLE XXVII: LONG TERM DISABILITY

1. The University will continue its present long-term disability program for Benefits Eligible Employees during the term of this Agreement. The University may change the carrier used to provide this benefit or may self-insure the benefit; provided, however, the University will not diminish the benefits or unduly complicate the claims handling procedures except pursuant to agreement with the Union. The University will meet with the Union to discuss any changes pursuant to the above at least thirty (30) days prior to implementation.

2. If a Benefits Eligible Employee who is on a Leave of Absence or any renewal thereof pursuant to Article XXI (Leaves of Absence) of this Agreement begins to collect under the Long-Term Disability Policy, the employee shall continue to be covered by such Leave of Absence or renewal until its expiration except that the employee shall no longer accrue vacation, personal leave and sick leave. After expiration of such leave of absence or extension, the employee shall cease to accrue seniority, but shall retain accrued seniority but no other benefits, rights, or privileges of employment. Such accrued seniority may be exercised in the event the employee becomes able and qualified to return to active employment prior to expiration of a five (5) year period following the end of the Leave of Absence or renewal thereof. Such an employee may return to work in the same manner as a laid-off employee pursuant to Article XV of this Agreement.

ARTICLE XXVIII: LICENSING

As a condition of employment, employees are required to hold the Connecticut license for Security Officer.

ARTICLE XXIX: UNIFORMS AND EQUIPMENT

1. As soon as is practical after being hired, an employee will be issued uniforms and equipment in accordance with the Department's "Initial Issue of Uniforms" list. Annually thereafter non-probationary employees may use a clothing allotment for the purpose of uniform replacement. Employees may use the allotment to purchase authorized items from the University's approved vendors.
2. The Department will supplement an employee's initial issue in the event of a change in assignment that requires different uniforms.
3. Employees will be required to maintain their clothing and equipment in a manner deemed acceptable by Department standards.
4. The Department will issue replacement uniform items in the event it changes uniform requirements.
5. The Department will replace uniforms and equipment that are damaged or destroyed in the line of duty beyond expected normal wear and tear.

6. Uniforms and equipment remain the property of the Department and must be returned when replacements are obtained and must be returned when separating from employment.
7. Annual clothing allotment are effective July 1 of each contract year according to the following schedule:
 - a.(i) Security Officers:
 - Effective July 1, 2023 - \$950
 - Effective July 1, 2024 - \$975
 - Effective July 1, 2025 - \$1,000
 - Effective July 1, 2026 - \$1025
 - Effective July 1, 2027 - \$1050
 - a.(ii) Communications Officers:
 - Effective July 1, 2023 - \$950
 - Effective July 1, 2024 - \$975
 - Effective July 1, 2025 - \$1,000
 - Effective July 1, 2026 - \$1025
 - Effective July 1, 2027 - \$1050
 - b. Security Officers and Communications Officers will receive a \$400 annual cleaning allowance payable on July 1 each contract year.
 - c. Officers regularly scheduled for fewer than 20 hours per week will receive one-half of the above amounts.

ARTICLE XXX: SCHOLARSHIP PROGRAM FOR SONS AND DAUGHTERS

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

ARTICLE XXXI: EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE XXXII: JURY DUTY

An Employee who loses work because the Employee is required to serve on a jury shall be paid the difference between the jury duty pay (excluding any travel allowance) and the Employee's straight-time compensation for the work time lost due to serving on the jury. A

Employee released from jury duty at a time which permits the Employee to be at work for at least one-half (1/2) the Employee's scheduled hours shall be expected to offer to report for work for the balance of the Employee's workday.

ARTICLE XXXIII: MORTGAGE LOAN PROGRAM

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

ARTICLE XXXIV: TRAINING AND EDUCATION

1. The University shall continue the following policies and programs: Tuition Assistance for Non-Yale Courses or Degree Programs; Yale Special Student Program and Reduced Tuition for Yale Courses; Auditing Courses at Yale (Non-Credit Courses). The maximum annual reimbursement under the Tuition Assistance for Non-Yale Courses or Degree Programs is \$4,600 and will increase each year as determined by the University's plan for other non-exempt employees.

Except that (a) otherwise eligible less than full-time Employees who have completed at least six (6) months' service shall be eligible to participate in (i) the Tuition Assistance for Non-Yale Courses or Degree Programs (with the amount provided less than full-time Employees to be a pro-rated benefit equal to the Employee's regular work hours divided by 40) and (ii) the Auditing Courses at Yale (Non-Credit Courses) Program; (b) otherwise eligible less than full-time Employees shall be eligible to participate in the Yale Special Student Program and Reduced Tuition for Yale Courses; and (c) the \$50 charge for Auditing Courses at Yale (Non-Credit Courses) is eliminated.

2. When new technology is introduced, the University will provide the Employees assigned to utilize such technology training during work time appropriate to the new technology.

3. Upon request, the University will seek to arrange for reasonable accommodation (which may include special training) for otherwise qualified Employees with disabilities in order to enhance their promotional or transfer opportunities.

4. Each full-time Employee shall receive upon request a guarantee of no less than 32 hours of release time per year for skill-based training applicable to the Employee's job family or closely related job family at no cost to the employee for such Yale or Yale-sponsored training. Less than full-time Employees shall receive a pro-rated benefit equal to regular work hours divided by 40. Release for such training on a given date or dates is subject to reasonable operational needs.

5. The Employer shall provide each employee with a minimum of forty hours of skills-based training each calendar year in accordance with the following provisions.

- a. Training shall take place while on duty and are considered to be mandatory assignments.

- b. Employees may be re-assigned to a different day and/or shift in order to be available for training on a non-overtime basis.
- c. Employees called in for training outside their normal work schedules, regardless of whether they are in overtime status, will not be subject to the minimum 4-hour call in provision of Article XII, Section 2. However, no such call in will be less than for 2 hours duration.
- d. In no event shall training require an employee to work more than 12 consecutive hours including the training time.
- e. The minimum 40-hour training obligation does not apply to employees in their first year of employment. The minimum training hour requirement for such an employee will be pro-rated for the balance of the calendar year of the employee's one-year employment anniversary.
- f. Training topics and subject matter will be determined by the Security Department.

6. The University will create a Field Training Officer (FTO) assignment, the duties, responsibilities, and requirements of which are fully described in Addendum A attached hereto. The requirements for the FTO assignment will include a minimum of three (3) years of benefit-level experience in a YUSOA security officer position immediately prior to the employee's application.

Security Officers will be appointed to serve as FTOs in the manner described below:

- a. All interested persons must submit a current resume and a letter of interest to the Director of Security.
- b. The Director will appoint an FTO Selection Committee in January of each year. The Committee will be charged with the responsibility to appoint FTOs. The Committee will be comprised of the following:

I. Two Security Managers*

II. Y.U.S.O.A. President, or his/her designee, YPD, FTO Coordinator, *ex officio*

III. In the event that the committee is unable to reach agreement with respect to appointments, the Director of Security will determine which applicants will be appointed to serve as FTSOs

*YUSOA will have a one-time right to reject one (1) of the two (2) Security Managers appointed to the FTO Selection Committee by the Director – the union will not be entitled to challenge the individual selected by the Director to replace the rejected appointee.

- c. The FTO Selection Committee will base its decision on the following criteria:
 - I. Interpersonal skills
 - II. Writing skills
 - III. Knowledge of Department rules, regulations and procedures
 - IV. Knowledge of University facilities
 - V. Work experience and record
- d. The FTO Selection Committee will review the performance of all FTOs no less than annually to determine whether such individuals will retain their designation as FTOs and will appoint additional FTOs as needed. Such decisions will not be made in an arbitrary, capricious and/or unreasonable basis. All initial appointments and annual retention reviews will be subject to final approval by the Director of Security. The University may rescind an employee's designation as an FTO for just cause at any time.
- e. Effective January 1, 2023, FTOs will receive overtime pay for each day engaged as an FTO. Such pay will be non-base building/ non-pensionable.
- f. Assignments of FTOs to work with new security officers will be made on a rotating basis.
- g. Employees selected to serve FTOs will be required to successfully complete the FTO Training Curriculum program prior to performing duties and responsibilities of the position. Such individuals will also be required to complete in-service training annually to remain eligible for service in the FTO position. Such training will be in addition to any routine training provided to security officers. The University will be responsible for all costs associated with such training.

7. In addition to their required annual certification/training courses, employees will be permitted to attend two (2) training class for up to one working day per year, in lieu of a regularly scheduled work shift, without loss of pay. Only one employee per day will be approved for this benefit – on a first come basis. Employees will be responsible for the full cost of the class and any associated expenses (e.g., lodging, meals). All courses taken must be job-related as approved by management in its sole discretion. Such determination will not be unreasonably denied.

ARTICLE XXXV: NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement the Union and the members of the bargaining unit agree there shall be no strikes or work stoppages of any kind including, but not limited to, slow-downs, speed-ups, sick-outs, work to rule, secondary boycotts, strikes in sympathy, or any other concerted action resulting in any cessation of work by any other University employee or any interruption in the operation of the University, regardless of the reason for

any such action. No officer or representative of the Union shall authorize, initiate, instigate, aid or condone any such activities and the Union shall take appropriate positive action to prevent or to stop such activities in which members of the bargaining unit may be engaged. Immediate individual written notice to employees involved of their obligation under this Section, with copies of such notice served on the University, shall constitute appropriate positive action. Failure to comply with the terms of this Article may subject the employee(s) to immediate discipline, up to and including discharge.

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

ARTICLE XXXVI: DURATION OF AGREEMENT

Section 1. This Agreement shall be effective January 22, 2023, and shall remain in effect until midnight on January 21, 2028, and from year to year thereafter unless terminated in accordance with the provisions of Section 2 of this Article.

Section 2. Either party may terminate this Agreement as of midnight, January 21, 2023, or on any January 21 thereafter. If either party desires to exercise this right, it shall give the other party written notice not less than ninety (90) days prior to the January 21 in question. The parties agree to meet within a reasonable time after the receipt of such notice to consider the negotiation of a new Agreement.

Section 3. If this Agreement is terminated by either party, and the parties have not reached a new Agreement by the expiration date of this Agreement, the arbitration procedure provided in Article XIII (Grievance Procedures) of this Agreement shall not be available with regard to grievances based upon action taken by the University after the expiration date of this Agreement, unless the parties have specifically agreed to extend the entire Agreement for a definite period or specifically agree in writing to arbitration of a particular grievance.


YUSOA & YALE UNIVERSITY
2023-2028 Collective Bargaining Agreement

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 2nd day of March, 2023.

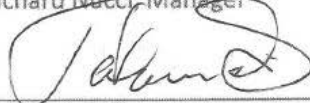
For Yale University:



Duane Lovello, Director



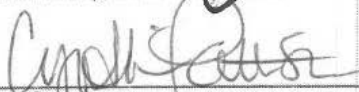
Richard Nucci, Manager

 3/28/23

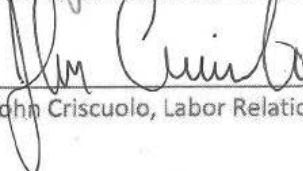
Joe Sarno, Director Labor Relations



David Kelly, Labor Relations




Cynthia Pattison, Human Resources




John Criscuolo, Labor Relations

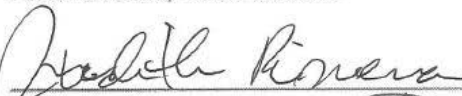
For YUSOA:




Robert Corso, President

 3/8/23


Felix Ferraiolo, Vice-President




Judith Rivera, Secretary




Michael Rubino, Treasurer



Thomas Murray, Chief Steward

 3/09/23

Michael Savenelli



Andrew Matthews, Counsel 03/03/23

September 5, 2018

**YUSOA and Yale University
Side Letter of Agreement
Scheduling and Assignments**

Relative to the scheduling and assignment of bargaining unit members, the parties agree to the following:

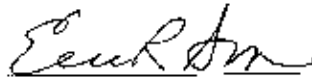
1. This Agreement will be included in the package submitted to YUSOA members for a ratification vote on the parties' resolution of their successor collective bargaining agreement.
2. Upon the ratification of the parties' overall resolution of their successor collective bargaining agreement, the University will implement a new scheduling and assignment model as set forth in Addendum A for security officers.
3. The shifts/schedules included in Addendum A will be filled as follows:
 - a. All employees will be slotted into schedules/assignments that most closely match their current schedule assignments. The parties agree that Addendum A accurately depicts the same;
 - b. Employees will be given the opportunity to accept or reject their new schedule/assignment as outlined in Addendum A;
 - c. If an employee accepts his/her Addendum A schedule/assignment, he/she will remain in the same;
 - d. If an employee rejects his/her Addendum A schedule/assignment, he/she will be placed in either a benefit level or a non-benefit level pool depending on whether he/she currently (pre-Addendum A assignment) occupies a benefit or non-benefit level position.
 - e. All schedules/assignments that go unfilled will be placed in one of two pools, a benefit level or non-benefit level pool;
 - f. Employees who reject their Addendum A schedule/assignment will be allowed to bid on available schedules/assignments within their respective pools based on bargaining unit seniority;
 - g. The benefit level pool will be bid on first. If there are any benefit level schedules/assignments remaining following the completion of the benefit level pool selection process, such assignments/schedules will be available for bid by employees in the non-benefit level pool;

- h. The new schedules/assignments will be implemented 30 days after the completion of the above described process;
 - i. Employees who fail, through no fault of their own, or choose not to participate in the above described process, will be assigned to an available schedule/assignment; and
 - j. Such employees will be subject to administrative action, up to and including the termination of their employment with Yale University, if they fail or refuse to work such assignment/schedule. In such an event, the University will not contest the employee's eligibility for unemployment compensation on this basis.
4. With the exception of 24-hour fixed posts exempt from roll-call attendance, the new model will reduce the total number of work schedules to four: 2230-0630; 0630-1430; 1400-2200; and 1800-0200.
5. The implementation of Addendum A will not be construed to limit the University's current contractual rights to transfer or reassign security officers.
6. The parties understand that the University may be required to modify, eliminate and/or supplement the shifts, assignments and schedules included in Addendum A based on operational needs.
7. Absent extenuating circumstances, the University will notify YUSOA at least 30 days prior to any change to Addendum A and will discuss the impacts of the same with the union, including the method that will be used to reassign security officers, if necessary.
8. The University will not act in an arbitrary, capricious or unreasonable manner when implementing changes to Addendum A of this Agreement.
9. If a security officer volunteers to work an overtime shift, he/she will not be mandated to work an additional overtime shift for the 24-hour period immediately following the end time of his/her voluntary overtime shift. This provision will not apply to mandatory hold overs and/or in the event of campus emergencies, lock-downs and/or disruptions.
10. For those events for which an Event Action Plan is created, the University reserves the right to place those employees scheduled to work on the day of such events on a 12 hour shift in lieu of their regular shift. In such cases, the University will maintain the employees regular start time.
11. The University will maintain the current number of 40-hour, Monday through Friday positions included in Addendum A provided there are no reductions in staff or other unforeseen circumstances that require a reduction in the number of such positions.

12. The University will continue to require all new hires to qualify to use patrol bicycles. Employees who are presently exempted from using patrol bicycles will continue to be exempt and will not be required to qualify to use a patrol bicycle as a condition of a transfer/bid to an alternate stationary post.
13. Bicycle patrol assignments will be made solely based on operational needs and in a manner that is consistent with officer safety (e.g., bike patrols will not be assigned in snowy, stormy or extreme heat/humidity conditions).
14. YUSOA agrees limit the number of bids to two times per year as set forth in the University's June 13, 2018 proposal.

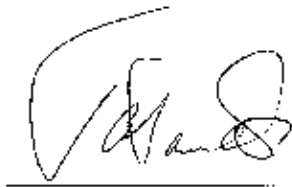
For YUSOA:

*Tentative Agreement
Subject to CBA ratification*



*Eric R. Baum
Counsel for YUSOA*

For Yale:



4/5/18

Side Letter Re: Emergency University-Wide Closings

As an institution of higher education, Yale has many critical responsibilities, including operating a power plant, keeping the grounds safe, providing transportation and safety escorts, keeping people and property secure, preparing meals for students, housing undergraduate and graduate students, running laboratories, and holding classes. Security Officers are an important aspect of Yale's operations and, as with other critical functions, Yale Security never closes.

In rare instances the University may declare an emergency (due to unpredicted event or a predicted event such as a hurricane or blizzard) that results in a University-wide emergency closing of operations. The decision to declare an emergency and close its operations falls within the exclusive authority and judgment of the University President or his designee(s).

In the event of a University-wide emergency closing as described above, Management will determine, in its sole discretion, the minimum number of employees required to work during emergency University-wide closings. Employees regularly scheduled to work will be expected to report for duty. If employees prefer not to report to work during an emergency University-wide closing, they may request to use their accrued paid leave time – such leave time will not include paid sick leave. Such requests will be evaluated based on operational needs and will not be unreasonably denied.

Employees who work during a University-wide emergency closing will be paid at their overtime rate for any hours worked during such closings. Employees who work during any portion of a University-wide emergency closing will be paid at their overtime rates for a minimum of four (4) hours provided that they complete their entire scheduled work shift on such days. In the case of a delayed opening or an early dismissal, employees who work during the period of the delayed opening or an early dismissal will be paid at their overtime rate for hours worked during the period that operations are closed. For example, if the University delays opening until 11:00 AM, employees who work the 6:30 AM to 2:30 PM shift would receive overtime pay for the hours worked between 6:30 AM and 11:00 AM. Conversely, if the University determines that operations should stop early at 12:00 PM, employees working the 6:30 AM to 2:30 PM shift would receive overtime pay for the hours worked between 12:00 PM and 2:30 PM.

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Side Letter Re: Retirement Incentive

November 2023 Incentive

In November 2023, the University will offer bargaining unit members a lump sum retirement incentive payment of \$1500 for each fully completed year of retirement-eligible service with the University. To be eligible for this payment an officer must be actively employed, sixty (60) years of age and have completed at least twenty-five years of pensionable service with the University on the date of their retirement. The University's offer is subject to the following terms and conditions:

- Employees must be active and in good standing, be at least sixty (60) years of age and have at least twenty-five (25) years of retirement-eligible service, i.e., Vesting Service, by the date of their retirement;
- Employees must retire no later than the last day of the applicable retirement severance period, which is November 1, 2023 to December 30, 2023;
- Employees must timely complete retirement applications, necessary documentation, and releases;
- In consideration for their participation in this Special Retirement Severance and receipt of benefits thereunder, employees will only be eligible to accept future employment with the University as casual retirees (up to a maximum of 900 hours per fiscal year).
- Lump sum payments made to employees pursuant to this Special Retirement Severance will be subject to all required withholdings, including, but not limited to, federal and state income taxes and will be considered as supplemental compensation that is not included for purposes of calculating applicable employee benefits (e.g., employer retirement contributions, life and disability benefits).

April 2026 Incentive

In April 2026, the University will offer bargaining unit members a lump sum retirement incentive payment of \$1500 for each fully completed year of retirement-eligible service with the University. To be eligible for this payment an officer must be actively employed, sixty (60) years of age and have completed at least twenty-five years of pensionable service with the University on the date of their retirement. The University's offer is subject to the following terms and conditions:

1. Employees must be active and in good standing, be at least sixty (60) years of age and have at least twenty-five (25) years of retirement-eligible service, i.e., Vesting Service, by the date of their retirement;
2. Employees must retire no later than the last day of the applicable retirement severance period, which is April 1, 2026 to May 30, 2026;
3. Employees must timely complete retirement applications, necessary documentation, and releases;
4. In consideration for their participation in this Special Retirement Severance and receipt of benefits thereunder, employees will only be eligible to accept future

employment with the University as casual retirees (up to a maximum of 900 hours per fiscal year).

5. Lump sum payments made to employees pursuant to this Special Retirement Severance will be subject to all required withholdings, including, but not limited to, federal and state income taxes and will be considered as supplemental compensation that is not included for purposes of calculating applicable employee benefits (e.g., employer retirement contributions, life and disability benefits).

Letter 1

Shift Coordinator Program (SCP)

Purpose

The SCP is designed to help identify, develop, and prepare officers for potential upward mobility within the department. Shift Coordinators will help provide coverage in the temporary absence of a supervisor, supplement staffing during critical events, and provide general training to new officers.

Criteria for Selection

- Minimum of two (2) years as a benefit-level Security Officer in the bargaining unit.
- No discipline in their file, defined as a Written Warning or above, in the thirty-six months leading up to the application deadline date.
- Shift Coordinators may make recommendations for discipline; however, they are not authorized to administer discipline.

Application Process

- Officers will be chosen with the understanding that they may be required to work shifts other than their regular hours/shifts.
- Officers must apply to the position. A resume plus a letter of application will be required.
- Management will solicit applicants via intra-department posting via roll call announcements and bulletin board notices.
- Applications will be solicited for a minimum of two (2) weeks
- Applicants will be interviewed by a panel selected by the Director, or his designee. Subsequent interviews may be conducted, at the discretion of the Director.

Training and Assignment

Management will work with the Learning Center to determine appropriate levels of training. The goal is to provide both officer-level training as well as initial first line management training.

- Newly appointed Shift Coordinators will be provided with one-on-one training with supervisors on each of the three (3) shifts.
- These positions serve at the discretion of the Director. If, for any reason, the Director determines that a Shift Coordinator is not performing at the required level, he or she will be removed from the program and revert to the employee's normal assignment. Management will not make such changes in a capricious manner.

Compensation

Security Officers will be compensated the amount of \$1.50 per hour for hours when they are deployed as Shift Coordinators. Management will determine when Shift Coordinators are needed and will deploy accordingly.

YUSOA & YALE UNIVERSITY
2023-2028 Collective Bargaining Agreement

Appendix A

	Yale Health Co-Pays and Fees				
	In-Network				
	2023	2024	2025	2026	2027
Deductible (S/F)	N/A				
Coinsurance	N/A				
Out-of-pocket limit	N/A				
Office Visits					
Preventive	\$0				
PCP & Mental Health	\$0				
Specialist (including	\$0				
Referral required	Yes				
Emergency Room ¹	\$70				
Urgent Care	\$0				
Hi-tech imaging (e.g., MRI, CT scan)	\$0 at Yale Health \$10/\$20 copay outside of Yale Health	\$0 at Yale Health \$15/\$30 copay outside of Yale Health	\$0 at Yale Health \$20/\$40 copay outside of Yale Health	\$0 at Yale Health \$25/\$50 copay outside of Yale Health	\$0 at Yale Health \$25/\$50 copay outside of Yale Health
Durable Medical Equipment (DME)	\$5	\$10	\$15	\$20	\$20
Late Cancellation/No Show Penalty ²	\$35	\$45	\$50		
OP Surgery	\$25				
IP Surgery	\$50				
Hospital/lab/all other	\$0				
Dialysis/ESRD	100% with Medicare Coordination				
Disabled Members	100% with Medicare Coordination				
Out of Network Plan	300% of Medicare				
Rx					
I Preferred	\$10	\$10	\$10	\$10	\$10
II Alternative	\$35	\$35	\$40	\$40	\$40
III Non-preferred & Specialty	\$55	\$60	\$65	\$70	\$70
3 Month Mail/Yale Health ³	2X	2X	2X	2X	2X
Mandatory generics	DAW Rule: Any prescription that has a generic equivalent will automatically be substituted by a generic equivalent unless the prescribing clinician indicated DAW and provides documentation that the name-brand medication is medically necessary, in which case the member will pay only the appropriate tier copay.				
<p>1. Emergency Room copay waived if admitted or seen and referred by Yale Health Acute Care authorized healthcare providers.</p> <p>2. Applies to diagnostic imaging, endoscopy, Nutrition, Ophthalmology, Physical Therapy (all locations) Specialty Services. Fee waived in cases of legitimate emergencies or cancelation 24 or more hours in advance. Fee applies if less than 7 days' notice is provided to Endoscopy.</p> <p>3. Up to a 90-day supply effective January 1, 2023</p>					

YUSOA & YALE UNIVERSITY
2023-2028 Collective Bargaining Agreement

Appendix B

	Aetna Select						Legacy Plan (Closed to new entrants)						
	In-Network						In-Network						Out-of-Network ²
	2022	2023	2024	2025	2026	2027	2022	2023	2024	2025	2026	2027	2023 - 2027
Deductible (S/F)	NA						NA						\$250/\$750
Coinsurance	NA						NA						30%
Out-of-pocket limit	NA						NA						\$1,000/ \$3,000
Office Visits													
Preventive	\$0						\$0						Not Covered
PCP & Mental Health	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$250/\$750 Deductible and 30% coinsurance
Specialist (including Urgent Care)	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	
Referral required	Yes						No						N/A
Emergency room ¹	\$100						\$100						In Network Copay Applies
Hi-tech imaging (e.g., MRI, CT scan)	\$50, waived at preferred facilities						\$50, waived at preferred facilities						30%
Hospital/lab/all other services	\$0						\$0						30%
1. Emergency Room copay waived if admitted only													
2. Out-of-network facility charges will be based on 300% of Medicare reimbursement levels, or what is considered reasonable and customary. This change applies to voluntary (non-emergency) facility use only. If a member chooses to utilize an out-of-network facility when an in-network facility is available, they may be subject to balance billing for any amount that exceeds the reasonable and customary reimbursement level.													

YUSOA & YALE UNIVERSITY
2023-2028 Collective Bargaining Agreement

	2022	2023	2024	2025	2026	2027	2022 – 2027
Rx	In Network (Yale Health & Aetna Legacy & Select Plans)						Out of Network(Aetna Legacy)
I Preferred	\$10	\$10	\$10	\$10	\$10	\$10	20% Not Subject to Deductible; Speciality Drugs are not covered
II Alternative	\$30	\$30	\$35	\$35	\$40	\$40	
III Non-preferred & Specialty	\$50	\$50	\$55	\$60	\$65	\$70	
3 Month Mail/Yale Health ¹	2X ⁽¹⁾	2X ⁽¹⁾	2X ⁽¹⁾	2X ⁽¹⁾	2X ⁽¹⁾	2X ⁽¹⁾	
Mandatory generics	DAW Rule: Any prescription that has a generic equivalent will automatically be substituted by a generic equivalent unless the prescribing clinician indicated DAW and provides documentation that the name-brand medication is medically necessary, in which case the member will pay only the appropriate tier copay.						
1. Up to a 90 day supply effective January 1, 2023							

Automatic substitution and dispense as written

Dispensed as Written (DAW) will be consistent among the Yale Health, Aetna Legacy, and Aetna Select healthcare options. Any prescription medication that has a generic equivalent will automatically be substituted by a generic equivalent unless the prescribing clinician indicates DAW or the member requests the name brand. The member will pay the appropriate tier copay and the price difference between the name-brand and the generic versions of the medication. The price difference will be waived in cases where the clinician provides documentation that the name-brand medication is medically necessary in which case the member will pay only the appropriate tier co-pay. (A generic equivalent is a pharmaceutical with the same active ingredient(s) as the name-brand prescription medication.)

Appendix C

Schedule of Dental Benefits

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

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

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

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

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

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

Rider - Dependent Child (under age nineteen (19)) Orthodontia coverage: fifty percent (50%) of charges covered up to a one-thousand dollar (\$1,000) lifetime maximum benefit.

This coverage applies only to services rendered after January 21, 2017.

EXCEPTION to the fifty percent (50%) coverage: For staff hired before January 21, 2017, the University will provide a full one-thousand dollars (\$1,000) of coverage for services rendered on or after January 21, 2017, if the covered child or children commenced treatment before January 21, 2017.

Services not scheduled above are excluded.

