

## MEMORANDUM OF AGREEMENT

This Agreement is entered into this 18th day of September, 2003 by and between YALE UNIVERSITY (“the University”) and Locals 34 and 35, FEDERATION OF UNIVERSITY EMPLOYEES, AFL-CIO (“the Union”).

### Both Bargaining Units

1. The duration of the Agreement is eight years, commencing January 21, 2002 and expiring January 20, 2010.
2. Salary Increase, Local 34
  - a) Across the board increases to all employees on the payroll on the date of ratification compounded and applicable to appropriate rates effective as follows:
    - 4% first pay period after ratification (January 27, 2002 raise)
    - 5% first pay period after ratification (January 26, 2003 raise)
    - 4% January 25, 2004
    - 4% January 23, 2005
    - 5% January 22, 2006
    - 5% January 21, 2007
    - 5% January 20, 2008
    - 5% January 18, 2009

Half the value of the January 2006-January 2009 increases will be paid beginning in January of the applicable year with the full increase being paid effective 26 weeks later.
  - b) The bottom two steps in each labor grade (0-1,1-2) shall be eliminated. Incumbents in these steps shall be raised to new Step 0. Current references to Step 3 in Article X (3)(b)(i),(ii) and (iii) shall now read Step 3 in the new range. Step increases will continue as in the present Agreement except in the first increase where the slotting formula will be applied.
  - c) The lump sum bonus over maximum will be incorporated as the top step in the new range.
  - d) Permanent employees on the active payroll on the ratification date of this Agreement will receive a bonus in the amount the employee would have received had the contracts been settled on January 21, 2002

equal to 66.7% of both the across the board increases per 2(a) as well as adjustments per 2(b), but in no case less than \$1500.

[COLA unchanged]

3. Salary Increase, Local 35

- a) Across the board increases to all employees on the payroll on the date of ratification compounded and applicable to appropriate rates effective as follows:

- 3% first pay period after ratification (January 2002 raise)
- 3.5% first pay period after ratification (January 2003 raise)
- 3% January 2004
- 3% January 2005
- 4% January 2006
- 4% January 2007
- 4% January 2008
- 4% January 2009

All employees in each grade will receive an increase equal to same cents per hour as the increase in the job rate. Half the value of the January 2006-January 2009 increases will be paid beginning in January of the applicable year with the full increase being paid effective 26 week later.

- b) Permanent employees on the active payroll on the ratification date of this Agreement will receive a bonus in the amount the employee would have received had the contracts been settled on January 21, 2002 equal to 66.7% of both the across the board increases per 3(a) as well as adjustments per 3(c), but in no case less than \$1500
- c) Eliminate new hire rate. For casuals, in Section 30.2 reduce \$2.00 less than base rate to \$1.00 less than base rate.

[COLA unchanged]

4. Pension

- a. For employees retiring on or after January 21, 2002 the multiplier will be calculated at a tiered rate of

tier definition	multiplier
\$1 to \$30,000	1.5
above \$30,000 to \$55,000	1.4
above \$55,000	1.3

Beginning in January 2004, the tier definition amounts will be adjusted on the dates of across-the-board wage increases by the average (mean) of the across the board increases for Local 34 and Local 35.

b. Early retirement. Effective upon ratification Local 34 Article XXIII, Section 2(b) and Local 35 Section 20.9(a)(2) shall read:

The Yale Staff Employees Retirement Plan will provide that for employees who retire at age 55 or older with thirty (30) years or more of credited service, the actuarial reduction of benefits for retirement prior to age 65 shall be two per cent (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. Sick Leave. Any employee retiring on or after November 1, 2003 will be paid out 25% of the employee's accumulated sick time at retirement and the 75% balance will be applied toward the employee's years of service, consistent with Section 7.1(e) of the Local 35 Agreement or Article XX, Section 9 of the Local 34 Agreement.

d. Sick Leave. Any employee retiring on or after January 20, 2008 will be paid out 50% of the employee's accumulated sick time at retirement and the 75% balance will be applied toward the employee's years of service, consistent with Section 7.1(e) of the Local 35 Agreement or Article XX, Section 9 of the Local 34 Agreement.

5. Labor/Management Relations per Exhibit A

6. Death in Family – An employee, as defined in section 1.2(a) and section 1.2(b) of the Local 35 Agreement, or Article I of the Local 34 Agreement 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 wife or husband, domestic partner, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or a person in an equivalent relationship.

7. Life Insurance – Actives – Increase to \$5,000.

8. Life Insurance – Actives – Will continue non-contributory with contributory

9. Prescriptions, Outpatient Mental Health – YHP outpatient mental health per visit reimbursement increased to \$50 per visit and increase YHP Pharmacy deductible to \$150/450 effective July 1, 2004 and to \$60 per visit and \$200/600, effective July 1, 2006.
10. Prospective Retiree Life Insurance – increase to \$5,000
11. Parking --
  - Staff members who participate in a car pool will receive three free parking passes per month to park in a lot designated by the University. These passes will be issued to the non-drivers of the car pool.
  - Staff members who regularly and consistently use mass transit will receive three free parking passes per month to park in a lot designated by the University.

(It is understood that the University will designate lots as close to the Staff Member's work location as possible.)
  - The Quigley lot in West Haven will continue as a satellite lot available to Staff Members at no cost.
12. The Training Joint Advisory Committee will discuss standard bonuses to employees for the successful completion of a course of study which is either job-related or results in an associate, bachelor or masters degree whether Yale or non-Yale.
13. The maximum annual reimbursement under the Tuition Assistance for NonYale Courses or Degree Programs shall be increased to \$3,500 per year and will increase each year beginning July 1, 2004 in an amount not less than the Local 34 across the board increase next prior to that July 1.
14. A committee shall be formed and meet quarterly to create a program to train New Haven residents to qualify for entry level skill positions. The committee shall determine needed skills, curriculum, entry requirements into the program, and the appropriate number of participants. There shall be two Local 34, two Local 35, two management representatives, at least one of whom shall be from the Learning Center, and four community representatives, two chosen by the University and two chosen by the Unions.
15. Health and Safety per Exhibit B.
16. Workers' Compensation per Exhibit C.

17. The University will consider requests from departments to sponsor staff members for an H-1B classification in the same manner as it considers requests from departments to sponsor managerial and professional employees below grade 25.
18. The Scholarship Program for Sons and Daughters will include full-time attendance at a Community College and Local 35 employees with a permanent schedule of 35 hours.

## **Local 34 Bargaining Unit**

### 1. Article XXXVI, Section I shall read:

“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 Staff Member and the supervisor, the Staff 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 Staff Member reasonably should have known of such facts. At his or her option the Staff 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 Staff Member is dissatisfied with the response to the Step 1 grievance, the Staff 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 Agreement allegedly violated, the facts which constitute the wrong complained of, and the relief sought.”

...(rest of Section 1 remains the same)

### 2. Article XXXVI, Section 8 shall read:

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

3. Article XXXVI, Section 9(b) shall read:

“Staff Member Union Stewards shall not engage in the investigation of grievances during the working time of either the Staff Member Union Steward or any Staff 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 Staff Member.”

4. Article V, Section 1(c) shall read:

“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 ten (10) days after the University’s action.”

5. A new Article V, Section 1(e) shall read:

“Discipline older than eighteen (18) months does not serve as a basis for progressive discipline, except in cases of serious misconduct, including but not limited to sexual harassment or violence in the workplace.”

6. A new Article II, Section 5(e) shall read:

“There shall be a release pool of 1,500 hours per calendar year for Staff Members to be released from work for union business. The Union will make release requests to the Director of Labor Relations or his designee at least three work days in advance of the date of the Staff Member’s release.”

7. A new Article XVIII, Section II shall read:

Within the first year after ratification, at least forty (40) new bargaining unit positions will be established. These positions could be either floater-type positions or 6-9 month seasonal positions or fixed-duration positions.

Departments and the Union will be notified after a casual or temporary has worked twelve (12) weeks. Except for an individual covering a Staff Member on an approved Leave of Absence, after twenty (20) weeks for a casual or twenty-six (26) weeks for a temporary such casual or temporary will be automatically cut off from payroll whether the individual is paid by Yale or an outside agency.

Upon request, there will be a joint meeting with a Department to discuss the use of casual or temporary employees.

## 8. Training

- Each full-time Staff Member shall receive upon request a guarantee of no less than 22.5 hours of release time per year pro-rated for less than a full year between ratification and June 30, 2004 and effective July 1, 2004 no less than 30 hours of release time per year for skill-based training applicable to the Staff Member'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 Staff Members shall receive a pro-rated benefit equal to regular work hours divided by 37.5. Release for such training on a given date or dates is subject to reasonable operational needs.
- In addition to skill-based training, there will also be an emphasis placed on training in customer service, communications, interpersonal skills and team building with workplace based training applicable to a department's actual work considered where appropriate.
- The Learning Center shall conduct a survey of the training obtained within the bargaining unit. Union input on scope and utilization of the survey shall be considered.
- A Joint Advisory Committee shall be established consisting of two representatives of Local 34 and two University representatives, at least one of whom shall be from the Learning Center. The Committee shall meet at least quarterly each year and shall discuss relevant training issues including curriculum and Staff Member participation.
- A Peer-to-Peer Training Program will be established by the Learning Center. Standards and procedures will be established by the Learning Center including number of participants, qualification, training time allotted, procedures and on and off-site availability after discussion with the Joint Advisory Committee. The Learning Center may test a pilot program prior to setting definitive standards and procedures. Time spent in Peer-to-Peer Training activities shall not be deducted from the annual minimum hours for skill-based training.

9. Upon request, a Staff Member will be notified of a hiring decision by e-mail.

10. Article XIV, Payroll System per Exhibit D

11. Classification per Exhibit E

## 12. Local 34 Temporary Transfer

“Amend Article X, Section 6, Salary Payable Upon Temporary Transfer as follows to reflect our actual practice:

A Staff Member who has been assigned, verbally or in writing, for other than training purposes, by the University, to substitute for a period of at least two (2) weeks for a Staff Member or a Managerial and Professional employee in a higher salary grade and who performs for a reasonable amount of the Staff Members time or effort, duties which the higher-grade Staff Member or Managerial and Professional employee is expected to perform and which justify the placement of the job in the higher salary grade shall be paid during such transfer either:

(i) in the case of such substitution for a Staff Member, the Staff Member will receive a supplement equal to six percent (6%) per grade for the difference in number of grades between the Staff Member’s position and that in which he or she is substituting; or (ii) in the case of such substitution for a Managerial and Professional employee, a supplement in an amount mutually agreed upon by the Supervisor and Staff Member, but in no case shall the supplement be less than six percent (6%) of the Staff Member’s hourly rate.

A Staff Member who has been assigned, verbally or in writing, for other than training purposes, by the University, to perform duties in a higher salary grade classification for a period of at least two (2) weeks and for a reasonable amount of his or her time or effort shall be eligible for transfer pay as described in (i) and (ii) above.

The award of temporary transfer pay may be relevant to a Staff Member’s subsequent request for a job audit upgrade and may serve as evidence during the audit of a Staff Members’ position, but shall not in itself bind the University to grant an upgrade.

If a Staff Member is temporarily transferred by the University to replace a Staff Member in a lower salary grade, the Staff Member’s hourly rate during such transfer shall not be reduced.”

### 13. ARTICLE XXIX

#### Less than Twelve Month Appointments and Part-Time Staff Members

1. [formerly 2] The University may schedule positions for less than twelve (12) months per year, but there shall be no continuing appointments for less than six (6) months. A Staff Member in such a position shall, in the absence of the Staff Member's termination in accordance with any provisions of this Agreement, return to that position when it resumes so long as it does resume.

Departments or schools may designate any of their existing vacant positions as less than twelve (12) month positions and may offer employment on such basis to new or transferring Staff Members, so long as such action is consistent with the provisions of paragraph 1 of Article XVII (Job Security). An existing filled position may be converted from a twelve (12) month to a less than twelve (12) month basis only with the voluntary agreement of the incumbent.

2. [formerly 3] Staff Members with less than 12 month appointments are eligible to work in IEP-B assignments during their non-work period, with the understanding that there is no guarantee of such assignments being available.
3. [incorporating content of former 1] Appointments of at least nine (9) months but less than twelve (12) months.
  - a. Staff Members on less than twelve (12) month appointments shall be covered by the same paid time off provisions as other Staff Members except that they shall receive only up to (i) three (3) days of absence for personal time, (ii) one (1) day of sick leave allowance per month of the Staff Member's appointment and (iii) two (2) days of vacation per month of the Staff Member's appointment (to a maximum of twenty-two (22) days), during each University fiscal year. A Staff Member who has completed such an appointment and intends to return to the University to a similar appointment shall be considered on leave of absence during the time the Staff Member is not working for the University, except that the University will continue its contribution toward the Staff Member's health coverage under Article XIX (Health Insurance) of this Agreement during that period.

4. Recurring appointments of at least six (6) months but less than nine (9) months

a. Weeks worked in positions in this category need not be contiguous. Staff Members on recurring appointments of at least six (6) months but less than (9) months shall be covered by the same paid time off provisions as other Staff Members except that they shall receive only up to (i) three (3) days of absence for personal time, (ii) one (1) day of sick leave allowance per month of the Staff Member's appointment, (iii) two (2) days of vacation per month of the Staff Member's appointment (to a maximum of twenty-two (22) days), and (iv) shall not receive pay for recess days, during each University fiscal year. The standard work week for calculation of paid time off accruals will be based on the projected hours of work averaged over the duration of the Staff Member's work schedule. The University shall contribute toward the Staff Member's health coverage under Article XIX (Health Insurance) of this Agreement for all months of the Staff Member's appointment. A Staff Member who has completed such an appointment shall be considered on leave of absence during the time the Staff member is not working for the University.

14. Local 34 time in IEP raised from 12 months to 15 months for employees with 6+ years. Employees with more than 15 years of service who do not attain a position by expiration of IEP time shall receive a lump sum amount equal to 1 week for every 2 years of completed service.

15. Article XVII - Job Security

Section 11 (new)

- (a) Notwithstanding other provisions of this Article, in the event of a single event layoff affecting 25 or more employees in the same department, exclusive of grant-funded employees, the University will give notice of layoff in writing at least 180 days prior to the effective date of layoff.
- (b) IEP time will be 18 months for employees facing a layoff described in the paragraph (a). Such employees who choose the IEP option will have the opportunity to receive training provided by the University in skills reasonably related to those possessed by the employees or reasonably likely to assist the employees in obtaining continuing bargaining unit employment, or, alternatively, the opportunity to attend training at an approved educational or training institution selected by the employee, with tuition paid by the University in an amount not to exceed \$3,000 except if the Job Search Team agrees to a higher amount. Any affected employee who chooses the IEP option and does not attain a position after 75% of IEP time has expired may select one-half of either the training grant option

or the salary and benefit continuation option. This Section (b) may also apply to a layoff described in Section 4(c) by mutual agreement.

- (c) The University will offer a Staff Transition Program similar to the model used as a result of the YPI layoffs for employees facing a layoff described in the paragraph (a).

#### Section 12 (amended)

##### Patient Financial Services

- (a) "Front-end" patient activities including scheduling, registration and clinical patient encounters currently provided through Patient Financial Services, will continue to be substantially performed by School of Medicine employees for the term of this agreement. However, no more than eight (8) positions may be transferred to the Yale New Haven Health Services Corporation during the term of this Agreement provided that no employee suffers layoff as the result of the transfer.
  - (b) In the event that non "front-end" PFS functions are to be discontinued, affected Staff Members will be offered 1.5 times the normal salary continuation per Section 2(c) or training grant per Section 4(j) on a non-precedential basis.
  - (c) In the event that individual departments assume the responsibility for PFS bargaining unit employees who perform non "front-end" functions and such functions are discontinued in concert with any significant discontinuance of PFS, the preceding provisions will apply to affected Staff Members.
16. In any case where a Staff Member facing layoff is at least fifty, but less than fifty-five years old, the Staff Member, if otherwise eligible to take early retirement, elects the IEP as described in Section 4(a), may continue in the IEP until age fifty-five.
  17. Grievance filed on December 11, 2000. Staff Members who did not receive holiday or recess pay because they were placed on leaves of absence will be made whole.
  18. Leaves of Absence and Holidays per Exhibit F, except that the following sentence will be added to paragraph 6: "For FMLA purposes, the leave year will begin on the Staff Member's first full day of leave."
  19. Additional LOA policy per items 2b, 7, 8, 9, and 10 of Yale proposed agreement of April 4, 2003, attached.

20. Arbitrator O'Brien will be removed from the Local 34 job description panel. The parties may designate other arbitrators to serve on the job description panel by mutual agreement.

## **LOCAL 35 BARGAINING UNIT**

1. Revised Article XXII per EXHIBIT F
2. Saturday Premium – Increase to .80/hour and ATB beginning '04
3. Sunday Premium – Increase to .80/hour and ATB beginning '04
4. Rotating Shift Premium – Increase to 1.60/hour and ATB beginning '04
5. Nonrotating Shift Premium – Increase to .80/hour and ATB beginning '04
6. Leadperson Premium – Increase to .80/hour and ATB beginning '04
7. Article VIII, Section 8.4(a):
  - Eliminate this sentence

“After six (6) years on such a leave for union business, any such employee, may, upon request, be granted a continued leave of absence, but in such case he or she will not retain any seniority and will not retain the right to return to the active payroll”
  - Extend Robert Proto’s and Margaret Riccio’s leave for the length of the new contract.
8. Union Dues – Incorporate agreement regarding deduction of back dues.
9. Trades Helper per Exhibit G
10. Discipline Procedures per Exhibit H
11. Medical Proof of Illness per Exhibit I
12. Utilities per Exhibit J
13. Physical Plant per Exhibit K
14. Custodial Services per Exhibit L
15. Dining Halls per Exhibit M
16. Grounds Maintenance per Exhibit N
17. Snow Removal per Exhibit O

18. TR & S per Exhibit P
19. Campus Mail per Exhibit Q
20. Trades Premium per Exhibit R.
21. Watch Engineer Lead Person Premium - \$1.20 per hour and ATB beginning in '04, in accordance with the terms of the Utility agreement in Exhibit J.
22. Addendum to Grounds Maintenance Agreement.
  - b. Staffing. Two Groundskeeper positions, one in the Science Area and one in Athletics.
  - c. Sanitation Truck Drivers will receive the .50 licensing premium.
23. Building Services and Operations (BS&O) Service Group, per Exhibit S
24. The Anlyan Center (TAC) Custodial Services Staffing Agreement, per Exhibit T
25. Sprague Hall Custodial Services Staffing Agreement, per Exhibit U

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FOR THE UNIONS

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FOR THE UNIVERSITY

## EXHIBIT A

Local 35 Article XXIX (Replace existing with the following)  
Local 34 Article ?

### Best practices, labor-management cooperation

- 29.1 The University and the Union agree to create committee structures to improve the University's overall quality, efficiency and workplace culture. The commitment is a mutually cooperative effort to improve customer service, increase productivity through the design and implementation of best practices and their associated targets and metrics, prevent and resolve conflicts, improve employee satisfaction, discuss ongoing issues and changes, improve staff relations and promote positive labor-management relations. "Best Practices" shall mean practices that substantially increase productivity, efficiency and satisfaction of employees or managers or improve the quality of services performed within given financial resources. Funding pursuant to Section 29.13 hereof shall be provided by the office of the Vice President for Finance and Administration for the activities of the committee structures created hereunder.
2. A Policy Board will be created which will set the direction for best practices efforts and labor-management cooperation throughout the campus and provide general oversight to the Departmental Committees and Innovative Work Systems Initiative projects described below. The Board will be comprised of the Presidents of Local 34 and 35, the Vice-President for Finance and Administration, and the Chief Operating Officer of the School of Medicine or a similar level representative from the School of Medicine. The Policy Board will reach decisions by unanimous agreement. The board shall meet monthly, unless mutually agreed otherwise.
3. The University and the Union encourage the formation and continuing efforts of Joint Departmental committees (JDC) in both bargaining units. JDC's will work out resolution of local work system problems, attempt to prevent group grievances, discuss significant operational or organizational changes prior to implementation and encourage change in work practices and management practices that substantially increase worker productivity as well as positive labor-management relationships.
4. Over a reasonable timeframe, JDC's shall be formed in Local 35 departments and in Local 34 departments. In either bargaining unit,

committees may be formed from groupings of smaller departments, especially where there is a functional or geographic logic to combining departments subject to mutual agreement.

5. Department Committee meetings will be informal with joint agendas and will normally take place during work time in departments. In addition, meetings between line managers and stewards for both Local 34 and Local 35 shall be conducted. The University agrees to release staff for reasonable amounts of time for the purposes of these activities.
6. The University and the Union shall create an Innovative Work Systems Initiative (“Initiative”) to promote major initiatives for substantive change in the workplace at Yale. The Initiative seeks to enhance employee involvement and performance by promoting local projects that make significant changes in how work is organized and managed. Productivity initiatives, and their accompanying targets and metrics, job flexibility, improved management or union practices, team-based work organization, a higher degree of employee participation in work process design and decision-making, increased skills training, and opportunities for gain sharing are examples of projects to be explored. As projects advance and the University and the Union gain experience in successfully implementing better work systems, the parties intend that improvements will be implemented in many work units around the University consistent with the operation of such work units.
7. There will be an Initiative Steering committee with ten members, including five University representatives, three Local 34 representatives and two Local 35 representatives. The University representatives will be appointed by the Vice President for Finance and Administration; the union representatives will be appointed by the Presidents of the respective union locals. The Steering Committee will undergo extensive training in high performance organizations within six months of the Agreement and will receive ongoing training coordination and facilitation from external and/or internal consultants during that period and from time to time thereafter as mutually agreed.
8. The Initiative Steering Committee will review proposals for local demonstration/pilot projects and may make proposals or actively solicit them. Projects will be chosen by consensus in the Steering committee and will be subject to final approval by the Policy Board. Financial resources must be committed or made available as a condition for Board approval in order for the project to be implemented.
9. Projects will be undertaken in both the Local 34 and Local 35 bargaining units. A high degree of interest among both employees and managers in an area will be a strong positive fact in the selection process. Ideally,

projects will be spread across the campus and representative of the kinds of work performed by employees represented by the unions. Local project meetings will be informal with joint agendas and will normally take place on work time in departments.

10. Joint University/Union Labor Relations Training and Education Program will be established. In order to insure the success of this program, it is critically important and expected that both management and union representatives will participate. This Program will develop and implement a curriculum, including but not limited to, Human Resources Management issues, the Collective Bargaining Agreements, Interest Based Negotiation Process, Problem Solving, Diversity Training and Standards of Conduct.
11. A Joint Problem Solving committee will be established. Whenever possible problems should be solved at the lowest department level. However, because we recognize that some problems cannot be solved locally we want to create processes to allow timely, non-confrontational resolution of problems. When either party perceives that a systemic obstacle exists to solving a problem at the local level, that party is encouraged to seek assistance within the committee.

Options for action by the committee on problems referred to it include, but are not limited to:

1. Sending the problem back to the department for solution;
2. Sending the problem back to the department for solution, and Designating union or management employees to assist the department with problem solving;
3. Sending the problem back to the department for solution with recommendations as to the problem-solving process or the content of a solution;
4. Create a joint ad hoc committee to recommend a solution or assist the department with problem solving;
5. Develop a solution itself or assist the department with problem solving.

The multiplicity of options, most of which do not include direct intervention by the committee is meant to underscore the committee's paramount function of promoting the growth of a culture of communication and problem solving. It is also meant to limit the members' responsibilities to the committee and their time commitment to a reasonable level, given their other responsibilities in the University or Union.

While it is our mutual expectation that the problem solving process will significantly reduce the number of grievances that will need to be processed, the grievance language in the respective contracts will remain

in force except that time limits in the grievance process will be tolled during the problem-solving process unless the Union gives the University written notice that it wants grievance time limits to be observed.

12. Joint, periodic and effective communication to the University community shall be undertaken to publicize topics including Best Practices Successes, Health and Safety, Labor/Management Training, and various other communications from University/Union leadership.

13.

Recognizing that labor and management seek to create an atmosphere of mutual respect and trust, and that both seek to identify opportunities for improved productivity and workplace satisfaction, the parties agree that the University shall:

- a) Create a \$50,000 budget line under the auspices of the VP for Finance and Administration each year for the first three years of the program to fund the operating expenses of the various committees and structures created under this Article including, by way of example and not by way of limitation, facilitating joint trips to meetings, demonstration projects and other labor-management programs and supporting training opportunities and related expenses that can contribute to the spirit and intent of this Article. The Policy Board shall determine the allocation of these funds each year.
- b) Create an additional \$50,000 budget line under the auspices of the VP for Finance and Administration for the first year of the Initiative Steering Committee to facilitate its initial work. The Initiative Steering Committee shall determine the allocation of these funds, which may be utilized, by way of example and not by way of limitation, for the committee's training and facilitation, for outreach to the Yale community, and for demonstration projects. This budget line is independent of any financial resources that may be made available pursuant to Section 8 hereof.
- c) Provide reasonable release time without loss of pay for a reasonable number of union representative and/or committee members, subject to the approval of their supervisors and operation needs, for the sole purpose of furthering the purposes of this Article.

14. Effective with the January 2005 raises, a program of non-grievable bonuses to Staff Members shall be implemented according to standards established by Joint Departmental Committees in work units where those committees are operating. No bonus shall exceed \$500 per year.
15. The provisions herein shall apply for three years subsequent to ratification of the agreement, at which time both labor and management shall assess the results of the projects and may choose, by mutual agreement, to continue and/or expand the program.
16. All of the structures described above can be changed at any time by mutual agreement. The University and the Unions recognize that there is high likelihood that changes will need to be made over time and that not all projects or departmental committees will be totally successful immediately.
17. Since the purpose and intent of this Article is to foster voluntary labor-management cooperation, this Article shall not be subject to the grievance and arbitration provisions of either the Local 34 or Local 35 Agreement, nor shall any of the provisions of this Article be construed to interfere with or modify in any way the terms of Article 22 in the Local 35 Agreement.

# EXHIBIT B

## Health and Safety

# EXHIBIT C

## Workers' Compensation

Article XIV: Payroll System

Paragraphs 1 and 3: Unchanged.

2. Unless and until paragraph 5 is implemented, all Staff Members shall be paid every two (2) weeks, except that Staff Members in positions currently paid weekly shall continued to be paid weekly.

4. For the purposes of paid time off as described in Articles XX, XXV, XXVI and XXVIII the University fiscal year shall be

Year	From	To
Fiscal 2001 – 2002	July 1, 2001	June 29, 2002
Fiscal 2002 – 2003	June 30, 2002	June 28, 2003
Fiscal 2003 – 2004	June 29, 2003	June 27, 2004
Fiscal 2004 – 2005	June 28, 2004	June 26, 2005
Fiscal 2005 – 2006	June 27, 2005	June , 2006
Fiscal 2006 – 2007	June , 2006	June , 2007
Fiscal 2007 – 2008	June , 2007	June , 2008
Fiscal 2008 – 2009	June , 2008	June , 2009

6. In the event the University determines that it is technically feasible to consolidate the biweekly payroll with the weekly payroll, it shall transfer all Staff Members from the biweekly payroll to the weekly payroll.

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

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

In anticipation of the change in payrolls, Staff Members may carry up to five (5) additional vacation or bonus vacation days more than the maximums in Article 26 until the payroll changeover has occurred.

If a Staff Member has an inadequate number of vacation, bonus vacation or personal days available, he/she may allot the next five or fewer accruals for this purpose.

## LOCAL 34 COMPENSATION AND CLASSIFICATION

**Labor Grade A**

3. Accelerated individual review of Labor Grade A incumbents in cooperation with the union (Ken Suzuki or designee) to be completed within six months after ratification. These reviews may be done as desk audits without formal applications, interviews or site visits. Where a written survey is necessary, a custom-designed, shorter questionnaire may be used by joint agreement.

**Labor Grade E**

4. Create Labor Grade E (at 12% above D rates) for “peak” jobs, including high-skill, unusual-skill, or lead responsibilities (including responsibilities for work, project, or process coordination, training, work distribution, administrative leadership of unit or function, or experiment or work process step design, or intensive interpersonal skills).
5. A jointly-selected outside consultant (“the consultant”) will be retained at University expense to review the present composition of Labor Grade D and set break points for the division between Labor Grade D and Labor Grade E, do final review and revision of new Labor Grade E job descriptions to be prepared by the parties and, after review with the parties, initially determine the placement in Labor Grade D or E of all employees in Labor Grade D at the time of the survey process. No less than 7% or more than 10% of positions in the bargaining unit will be initially placed in Labor Grade E including successful appeals in the initial placement process. These results shall be distributed to all employees in Labor Grade D. No Staff Member will be downgraded as a result of the initial placement process.
6. An employee who disagrees with the placement of his or her position may file an appeal within twenty-one days of distribution of the initial placement results. An appeals panel of two Union representatives and two University representatives (or by agreement one representative from each party) and a representative of the consultant will decide each appeal. There may be multiple appeals panels. The decision of an appeals panel will be final and binding. There will be no grievances or arbitrations on initial placement decisions. Upgradings resulting from the initial placement process will take effect immediately prior to the January 2005 raises, and the panels shall resolve all appeals prior to this date. The salary increase resulting from upgradings resulting from the initial placement process shall be paid in two

parts. Effective as part of the January 2005 raises, each upgraded employee shall be placed halfway between the salary the upgraded employee would earn as of that date absent the upgrading, and the full upgraded rate. Effective as part of the January 2006 raises, each upgraded employee shall be placed at full upgraded rate described in the previous sentence plus one step.

7. Any employee in Labor Grade D who refuses to participate in the initial placement process shall not be upgraded as part of that process.
8. The consultant will also prepare job description questionnaires for use in processing future audits and updating the Labor Grade E job descriptions. Multiple questionnaires tailored to major job types may be prepared. After the initial placement process is complete, audits of employees in Labor Grade D will be processed according to contract procedures (Article XI, Section 3), except that audits may only be initiated where duties performed by the Staff Member have changed subsequent to the initial placement process.

#### **Updating and maintaining the system; general audit procedure**

9. An audit may result in classification in a new title when there is no existing title in the appropriate labor grade and job family.
10. In lieu of or in addition to the standard job description questionnaire, custom-designed, shorter questionnaires may be used for particular job titles, classifications, or types of work by joint agreement.
11. The parties will attempt to maintain the currency of the system on an ongoing basis. A broad group, including classification and compensation representatives, the union representatives described in the previous paragraph and representative M&Ps will meet at least twice a year to discuss trends and possible changes to the system. A joint working group may meet on a more regular basis by mutual agreement.
12. Upon completion of the initial Labor Grade E placement process, the parties may jointly agree to a similar process for the other labor grades.
13. Market adjustments will be applied per the attached two pages.  
(MB to draft language)

ARTICLE XXII

Subcontracting/Staffing

The provisions of this Article (hereafter called the “Subcontracting/Staffing article”) shall apply for the duration of this collective bargaining agreement (effective January 21, 2002 through January 20, 2010) and for the duration of a successor to this agreement, which the parties agree shall be effective from January 21, 2010 through January 20, 2014.

Section 22.1 The University may subcontract any work. The Union may not grieve the University’s decision to subcontract work but it may grieve violations of the restrictions and guarantees hereinafter.

(a) Effective upon the ratification date of this collective bargaining agreement and continuing for the duration of this subcontracting/staffing article, the University will not reduce the number of full-time equivalent positions (ftes) in the bargaining unit below 733.46. Effective January 21, 2006, the University will not reduce the number of full-time equivalent positions (ftes) in the bargaining unit below 858.

(b) Effective upon the ratification date of this collective bargaining agreement and continuing for the duration of this subcontracting/staffing article, the existing labor grades will have three brackets: labor grades 1 through 4; 5 through 9; and labor grades 10 and 11. Trades Helper Program positions are part of the labor grade 10 and 11 bracket. The University agrees to maintain minimum staffing in the upper two labor grade brackets at the following levels: 146.04 ftes in the second bracket (labor grades 5-9) and 268.39 ftes in the third bracket (labor grades 10 and 11). Effective upon the ratification date of this collective bargaining agreement all LG 11 trade positions vacated in the Physical Plant (Medical and Central/Science) through December 31, 2004 will be replaced by LG 11 trades positions.

(c) Effective upon the ratification date of this collective bargaining agreement and continuing for the duration of this subcontracting/staffing article, the University agrees to maintain minimum staffing in the departments at the following levels:

Dining Halls	189.02
TR+S	6.75
Custodial Services	235.13
Campus Mail	9.38

Grounds Maintenance	39.00
Utilities	37.50
Fire Marshall	6.75
Physical Plant	190.80

(d) The base staffing levels for the Custodial and Physical Plant Departments will be reviewed on an annual basis beginning July 1, 2002. The staffing levels would move downward proportionately if the University closes buildings or major space therein (a subcontract is not an elimination of or reduction in services.) The staffing levels would move upward proportionately if the University opens new University-owned and –occupied buildings used for academic, administrative or research purposes.

For each 10, 000 square feet added or deleted, .24 fte Custodial positions and .18 fte Physical Plant LG 11 trades positions shall be added to or deleted from the base staffing levels.

Footage added as part of Payne Whitney Gym renovations will not count toward any increase in staffing levels. Should the University construct a facility dedicated to temporary (while the new location remains under construction) relocation, it would not count toward any increase in staffing levels, unless the occupancy ceases to be temporary.

Any project which substantially renovates greater than 20,000 square feet of space, excluding residential facilities, and substantially changes or intensifies or deintensifies the use of that space, will trigger an adjustment, up or down, in the base staffing levels, as defined in the table below. The factors are applied per 20,000 square feet, or fraction thereof.

Type of change	Physical Plant	Custodial
vacant to office	.2	.4
office to lab	.2	none
vacant to lab	.3	.3

(e) Carryover overtime on jobs in progress will be offered to the group (i.e. bargaining unit or subcontractor) that began the work.

(f) Emergency callbacks and standby duty will be offered first to bargaining unit employees in areas where bargaining unit employees normally perform the work, except for: 1) emergencies which by their size or nature can not be handled by normally available bargaining unit employees; 2) work on items under warranty; 3) work on items which the subcontractor has installed or made repairs in the preceding year.

The University may introduce a new system for expediting call back calls, including the following provisions. 1) In the control mechanics, equipment mechanics, plumbing and electrical trades the University will furnish any employee interested in accepting callbacks a beeper. The University will beep all employees when a callback is available. Employees will have 10 minutes to call the control center and express interest in the work. The work will be offered to the employee (or employees where multiple employees are required) with the highest priority position on the call back list who responds during the 10 minute period. 2) In other Physical Plant trades, the University will call at least the top 5 employees on the call back list for the trade when call back work is available. Before changing over to a new system, the University and Union Physical Plant subcommittee representatives for the affected area will meet to work out the detailed implementation of the system and to discuss measures to make the callback systems work better including purging lists. The remedy for equipment or dispatcher error is to ensure that the employee is offered opportunity for the proper equalized share of work during the equalization period.

Where scheduled Physical Plant work will be performed on an overtime basis by a subcontractor in areas where bargaining unit employees perform the work, it will be offered to bargaining unit employees first.

In the following exceptional circumstances, the University may subcontract the work described above which would normally be performed by bargaining unit employees:

(a) The skills or equipment are unavailable within the bargaining unit; or,

(b) The date for completion is made known on short notice with a deadline that cannot reasonably be postponed, and such deadline cannot be met with available skills or equipment; or,

(c) The cost of performing the work is unreasonably high as compared to the bid of a subcontractor paying the prevailing rates in the community. "Prevailing rates" shall refer to the prevailing wage determination for this area made by the U.S. Department of Labor or the Connecticut State Department of Labor, if one is available. The following are typical examples of conditions that would meet the test of this Subsection above if they made the cost of performing the work unreasonably high, and thereby permit the University to subcontract work without violating the Agreement:

- (1) Where a public or private grant or contract requires the University to secure competitive bids before performing the work.
- (2) Where the work to be performed is at a Yale property remote from New Haven.
- (3) Where the special expertise of the subcontractor allows for performing the work in substantially less time than that of Yale employees.
- (4) Where a special parts inventory would be too costly to maintain.
- (5) Where the labor involved is covered by a warranty or guarantee.
- (6) Where the subcontractor provides replacement equipment while Yale's defective equipment is being repaired.
- (7) Where the work to be performed is highly seasonal in nature and the employment of year-round employees is not justified.
- (g) The current practice regarding catering in University auditoriums will continue, and the University agrees not to subcontract bargaining unit food service work in Yale University Dining Hall facilities.
- (h) In work areas staffed by bargaining unit custodians, the University will continue to offer all types of extra straight time work required by management to permanent Custodial Department employees per Section 3.2(h). Such extra time work will not be diverted to subcontractors. The previous sentence is not intended to limit the University's ability to make legitimate schedule or operational changes which may result in lower availability of extra straight time, for example, by increasing permanent schedules, or reducing or eliminating work.
- (i) The minimum wage for employees of subcontractors performing work for the University will be \$10.00 per hour effective with the ratification of this agreement. On each annual raise date thereafter, this rate shall increase by 3%.
- (j) When Local 35 bargaining unit work is contracted out, the University shall give preference to employers that are located in New Haven County and who give preference for employment to residents of New Haven County. Preference shall go to employers meeting these criteria if other factors are substantially equal.
- (k) In the event that the University decides to subcontract work which will require the transfer of any permanent employee the University will give the Union sixty (60) calendar day notice of such transfer and the following provision shall apply. For the first 50 days of the 60 day notice period, any permanent employee facing involuntary transfer due to a decision by the University to subcontract shall have

preference for any requisitioned vacancy, posted or unposted, for which the employee is qualified in the employee's department, in the employee's labor grade or any lower grade, scheduled for the same or fewer hours than the employee is scheduled for (for this purpose only, any schedule of 35 hours or more shall be considered a schedule of 40 hours). Should more than one permanent employee facing involuntary transfer due to a decision by the University to subcontract desire a position, the employee with the most University seniority shall be awarded the position.

In the event that an employee has not found a new position within the first 50 days of the 60 day notice period, the University may require the employee to bump into a position in the department in the same labor grade or a lower labor grade for which he/she is qualified. The bumping employee may displace a person with less University seniority and the same or fewer scheduled hours, provided he/she may not displace an employee with ten (10) or more years of service. The bumping employee will carry his or her salary and labor grade to the new position. Employees who have been forced to bump to another classification will be restored to the original classification by seniority as vacancies arise in the original classification.

Section 22.2 This article and Article IX – Layoff, shall remain in full force and effect for the period set forth in the introductory paragraph hereof. They shall not be a subject of mandatory negotiation, strikes or lockouts with respect to their inclusion as the exclusive subcontracting/staffing and layoff articles of the successor to the January 21, 2002 through January 20, 2010 agreement except that only the issue of whether new and renovated buildings which come on line subsequent to ESC, CAB, TD, Vanderbilt and Pierson will be staffed by Local 35 can be bargained (mandatory subject of bargaining) in 2010 contract negotiations (Does not apply to balance of Articles 9 and 22). Prior to January 21, 2014, either article may be modified or amended only by mutual written agreement between the parties resulting from voluntary, non-mandatory bargaining except as noted in this section. Both articles shall be a subject of mandatory negotiation for a successor to the agreement effective January 21, 2010 – January 20, 2014 and shall remain in full force and effect until and unless mutually changed by the parties.

Section 22.3 The parties agree that all pending grievances relating to subcontracting are hereby withdrawn with prejudice and no grievances relating to subcontracting shall be filed for the period prior to ratification.

Section 22.4 The Joint Labor-Management Best Practices Committee established pursuant to Article \_\_\_\_, Section \_\_\_\_ or a mutually agreeable structure thereunder shall research, design, and implement "best practices" for work associated with the new and existing buildings referred to in this Section.

“Best practices” shall mean practices that substantially increase productivity, efficiency and satisfaction of employees or managers or improve the quality of services performed within given financial resources.

The Committee members will first receive training funded pursuant to Article 29.13 in interest-based problem solving, performance measurement and high performance organizations. The Committee shall then develop “best practices” for the buildings referred to in this Section and where appropriate research, identify, and review existing industry standards and practices; solicit employee, management and stakeholder input; solicit outside technical assistance; assess future trends in technology, and their likely impact on staffing; review safety considerations for trade related work; review subcontractors practices and results and determine their effectiveness against industry standards; develop and implement metrics and measures, including financial performance, efficiency and quality; review current work rules and the utilization of people, training, investment in technology and equipment, job descriptions, staffing etc., for necessary modifications in order to implement “best practices”; review and monitor results and compliance with best practices that are implemented. Base line data will be collected so trends can be detected and progress measured over time. Progress will be reviewed and best practices refined as learnings occur. The Committee will also develop a process to communicate results to stakeholders and recommend remedial action if necessary.

Mutually agreed best practices that change and/or modify work rules, job descriptions, or other matters contained in the labor agreement shall supersede the terms of the labor agreement, except that the Committee shall not change wage rates assigned to pay grades. Different departments doing different types of work may need to tailor best practices so as to address their particular concerns. However, like work should be uniform. All best practices shall be reduced to written agreements and signed by both parties. Failure of the subcommittee or mutually agreed structure to mutually agree on best practices to be implemented in ESC, CAB, TD, Vanderbilt and Pierson or the failure of a demonstration project in one of these buildings prior to January 20, 2008 shall be referred to the best practices Policy Board for review and an intensive effort to reach agreement in the thirty (30) days subsequent to referral. Absent such agreement during the thirty (30) day referral period, the University reserves its rights to subcontract per Section 22.1.

Upon agreement regarding best practices to be implemented in ESC, CAB, TD, Vanderbilt or Pierson and after training of joint committee members from a particular building, such best practices shall be jointly implemented in the initial demonstration buildings referred to in this Section at the first reasonable opportunity to allow access of Local 35 staff, subject to the terms of current subcontractor obligations. Nothing herein prevents the University continuing the use of subcontracts in any capacity it chooses in or at any location, consistent

with the terms of this Article. The initial demonstration buildings to be staffed by Local 35 after mutual agreement and approval on best practices and training shall be ESC, CAB and TD. There shall be joint input regarding criteria for any new hires for these buildings. All jobs in these sites shall be posted except that previous TD Dining Hall employees shall automatically return to TD and Custodial employees shall return after discussion per past practice.

Vanderbilt and Pierson shall thereafter become demonstration buildings staffed by Local 35 provided mutual agreement and approval on best practices has been attained on initial sites, training has been completed, initial problem-solving engagement in initial sites is underway and the initial sites are demonstrating reasonable progress.

Boyer, Calhoun and Peabody are potential initial secondary demonstration buildings and the University shall have the sole discretion of determining when these projects shall begin.

## Dining Services Agreement

This agreement supercedes all previous agreements and is in effect as of the date of the signing of a successor agreement between FUE Local 35 and Yale University and through the duration of that successor agreement. The parties agree as follows.

- 1 Alternative Work - In addition to meeting the requirements of Section 6.4 with respect to submitting vacation requests and posting of the vacation schedule, March 1<sup>st</sup> of each year will be utilized as a final cut-off date for employees to submit changes to summer vacation requests. After March 1<sup>st</sup>, All requests will be finalized and except in an emergency, there will be no changes to the submitted requests. Additionally, Article 23 Section 23.4 shall be replaced with the following: “When work is available during alternative work periods in the employee’s home department in normally seasonal work units, such work shall be offered in the following order: 1) By seniority in the affected job classifications to employees in the work unit in which the work exists. 2) To those employees from other units who are medically or otherwise unqualified to perform alternative work. 3) By seniority in the affected job classifications to employees from other work units department –wide who have indicated a preference to remain in their home departments and who are not scheduled in twelve- (12) month positions. 4) To those employees’ from the home unit based on regularly scheduled hours and classification seniority (from least to most) from those employees having 15 years or less University seniority. 5) If insufficient staffing for such home department work results, the University shall have the right to assign or temporarily transfer the least senior employees, based on regularly scheduled hours and classification seniority (from least to most) if they desire work and their positions are for fewer than twelve (12) months per year, to vacancies in their home departments. However, employees shall be assigned to their home unit in the event that a conference or other similar event is scheduled to last two weeks or less or in the case where the scope of the conference or event changes within 30 days of the event. Assigned employees will be scheduled for work during alternative work periods so that their weekly earnings are at least equal to their regular straight-time earnings.
- 2 Committee – Agree to formulate operational committees to address issues of concern for workers as well as managers. The outline as prepared by RAI will serve as the foundation for such committees.
- 3 Additional Department Steward – Section 12.2b shall be modified in the following manner: .... In the Department of Dining Services there shall be two (2) Department Stewards, one of which shall be allowed up to 8 hours per week, and the other shall be allowed up to 4 hours per week with pay from the University, for these purposes. The additional 4 hours may be rotated between the two stewards with prior coordination with management. The aforementioned....
- 4 Incumbent Rates – All workers in this department in labor grades 6 and 10 that are paid on the regular rate chart will be increased to the promoted incumbent

- rates as listed in the contract in this department (\$14.67 and \$18.73 respectively plus COLA) and any other premiums to which they may be entitled.
- 5 Grill Workers/ Display Cooking –In settlement of the display cooking (Pan Geos), DA/PW job combination and grill worker grievances, the University will create the Grill Worker and Display Cook (including concepts such as Pan Geos and other display-type cooking) job titles. These positions will be restricted to residential colleges and the board portion of Commons. These new positions will not necessarily be new incremental positions. Management and the Union will consult as to who in the units are currently doing this work so they may be promoted without a posting. If there are unfilled positions, they will be posted in accordance with the usual procedures. Such Grill or Display cooking is not limited to serving line grills but may be performed in any appropriate food service location and it is understood that the interpretation of “customer service lines” in the job descriptions is not limited to any one cooking location. Due to the nature of these positions, Management will solicit volunteers to be trained to perform these duties. After successful training, these individuals will be added to unit-lists of those eligible to fill in as Grill Workers or Display Cooks when needed. When management decides to fill a temporary vacancies they will do so in the following manner and order: 1) The first offering will be to the most senior trained individual who is physically in the unit and on the unit list for the classification; and then in descending seniority order to those trained and physically in the unit. 2) To a trained individual on the unit list for the classification who is not scheduled to work at that time. If there is more than one trained individual not scheduled to work, then work will be offered in seniority order. 3) To any other DA/PW, PW, or LG3 Rounds worker in the unit as assigned by management. All PW, PW/DA, and Rounds individuals in each unit may be required to perform display cooking and or grillwork on a limited basis.
- A) Grill Worker - The Grill Worker job description will include duties to reflect the Grill Worker responsibilities as well as that of PW/DA and will be paid at the Labor Grade 5 rate (\$13.89 prior to any across the board increases). Permanent Grill Worker positions will only be created in units that have grills on the customer serving lines that are utilized for 4 or more days per week for lunch and/or dinner.
- B) Display Cook - The Display Cook job description will include duties to reflect the display cooking responsibilities as well as that of PW/DA and will be paid at the Labor Grade 4 rate (\$13.17 prior to any across the board increases). Permanent Display Cooks will only be created where the display-cooking concept is regularly utilized in a unit on 4 or more days per week for lunch and/or dinner. Display cooking concepts such as Pan Geos and others will vary from time to time. If management discontinues the display-cooking concept in one unit and creates a display cooking concept in another unit, the individual from the discontinued unit may be transferred to the new start up operation. This may result in the least senior PW, DA/PW being transferred from the start up unit to make way for the in coming Display Cook.
- C) The incumbent Cook’s Helper LG4’s will be permanently increased to LG5 (\$13.89 prior to any across the board increases).

- 6 Lead Person – Ken Jones will receive lead pay as long as he is one of several HGSA’s in Commons.
- 7 Retail Workers – All will be promoted from LG1 to LG2. This will include those individuals performing display cooking/ grill work in units where Retail Workers are utilized. Article 31 will be entirely replaced with the following language: “Retail Worker positions will not be introduced in any residential college dining hall, in the HGS dining hall, or in the board plan portion of Commons. Such Retail Workers will also be used to staff new cash operations or expanded hours of operation as well as sandwich, pastry or coffee carts in any locations. All replacement positions for vacated LG3 positions will be Retail Worker positions”.
- 8 Cook Apprentice– The University has agreed to the addition of 2 new cook trainee positions over a four-year agreement or 3 positions over a six year agreement that lead to a Third Cook position at the satisfactory conclusion of the training program. This program will incorporate a portion of professional training off campus and a portion of on-the-job training on campus. The University will pay for the training and the salary of the individual. All of the terms of this new program are in the attached Cook Trainee agreement and totally replace the former Cook’s Helper program including the promotion from LG4 to LG6 after one year.
- 9 Grievances –1996-8456 (policy Java City coffee), 1996-8467 (Linda Solveno Durfee Convenience Store job title), 1996-8593 (policy bake shop), 1996-8996 (policy long wharf), 1996-5291 (policy bake shop), 1992-4304 (DA/PW job combination) withdrawn without prejudice, 1996-8996 (Sysco).
- 10 Job Descriptions – To complement the agreements above, the parties have modified and attached revised job descriptions for the Baker’s Helper, Retail Worker, Pantry Worker, Pantry Worker/Desk Attendant, Head Pantry Worker, Head GSA, Cooks Helper, Third Cook, Second Cook, First Cook, and Chef. The Grill Worker and Display Cook job descriptions will be negotiated between the parties to reflect the intent of paragraph 5 above.

For the University

For the Union

\_\_\_\_\_  
David Davidson

\_\_\_\_\_  
Robert Proto

\_\_\_\_\_  
Santo Galatioto

\_\_\_\_\_  
Meg Riccio

\_\_\_\_\_  
Frank Anderson

### **Campus Mail Tentative Agreement**

This agreement supercedes all previous agreements and is in effect as of the date of the signing of a successor agreement between FUE Local 35 and Yale University and through the duration of that successor agreement. The parties agree as follows:

1. Committee – Agree to formulate operational committees to address issues of concern for workers as well as managers. The outline as prepared by RAI will serve as the foundation for such committees.
2. Upgrade - Each of the Mail Clerk/Carriers and Rounds workers will be promoted from Labor Grade 7 to Labor Grade 8 at the Promoted Incumbent Job Rate (\$16.29 plus COLA) and any other premiums to which they may be entitled.
3. Grievances # 5454, # 8904, #8907, 5965 and # 8919 are withdrawn with prejudice by the Union.
4. Jurisdiction – Mail Room personnel will not file jurisdictional grievances if TR&S workers deliver parcels under 70 lbs. from any vendor that were formerly and exclusively handled by the Mail Service. Mail Clerk/Carriers and Rounds Persons will sort/deliver mail and parcels under 70 lbs. from any vendor simultaneously. Mail Clerk/Carriers are expected to perform courier type work when the opportunity permits. This work will mainly consist of afternoon parcel deliveries of time sensitive material received at any or our Receiving Stations.
5. As of the signing of this agreement the actual staffing in the Campus Mail Department is 11 FTE's. While there will be no change in the minimum staffing as outlined in Article 22 of the contract, the parties agree that there will be a one for one replacement for every vacated Mail Clerk/Carrier positions within two years of the signing of the contract.

For the Union

For the University

\_\_\_\_\_  
Robert Proto, President Local 35

\_\_\_\_\_  
Santo Galatioto, Sr. Labor Rel. Rep.

\_\_\_\_\_  
Craig Green, Department Steward

\_\_\_\_\_  
Donald Relihan, Director Support Svcs.

A new Section 2.11 entitled Trades Premium shall be added to provide a premium to the Base Hourly Rate of regular Physical Plant employees, Utilities Mechanics, and fire control mechanics in LG11 for all hours worked including overtime hours in the amount of \$.50 per hour at the time of settlement, .52 per hour, effective with the January 2004 raises, and \$1.05 per hour effective with the January 2005 raises. Thereafter the premium shall increase by the ATB amount.

EXHIBIT S

The Building Services and Operations (BS&O) Service Group  
Formerly known as the Alteration and Renovation (A&R) Work Group

September 16, 2003

1. This agreement replaces all prior agreements with respect to the Alteration and Renovation Work Group. The University agrees to maintain a BS&O service unit, as part of the Medical School Physical Plant work unit.
2. The focus of the BS&O Service Group will be to perform income producing, billable service work. The mix of billable service work and non-billable maintenance work may vary to meet the changing needs of the Medical School.
3. The University will confer with the Union on a quarterly basis, if requested. Retaining the right to make final determination, the University will give good-faith consideration to the Union's views on matters relevant to the success of the BS&O Service Group, including but not limited to the number of bargaining unit employees in the Group, the trades of these employees, training and equipment for the Group, physical arrangements for the Group, supervision of the Group, productivity, quality of work performed, and such other relevant subjects as the parties wish to discuss.

The Anlyan Center (TAC)  
Custodial Services Staffing Agreement  
September 16, 2003

1. The custodial staffing level for TAC will be 19.0 FTEs. These positions will be posted within two weeks after the agreement is signed, and will be filled as soon as practical.
2. The approximate breakdown of the custodians may vary, and initially is as follows:
  - A. 13 general cleaners
  - B. 4 project floors
  - C. 2 roundspersons
3. The parties will jointly select the best-qualified, most well-suited employees for the building.
4. The Medical School periodically secures an independent 3<sup>rd</sup> party evaluation of custodial cleanliness levels. TAC will be maintained at a level 2.5 percentage points higher than the Medical School average or as amended from time to time by best practice discussions.
5. One of the 19 custodians will be a Senior Custodian. This Senior Custodian will be selected per the Custodial Subcommittee Agreement. In addition to TAC, this Senior Custodian may be assigned other areas of responsibility.
6. Work unit creation, overtime equalization, and other provisions contained within the Custodial Subcommittee Agreement will also apply to TAC.
7. Both parties reserve all rights pursuant to Article 22.

Sprague Hall  
Custodial Services Staffing Agreement  
September 16, 2003

1. The custodial staffing level for Sprague Hall will consist of:
  - A. One full-time, second-shift Rounds Custodian to provide routine cleaning and event coverage.
  - B. 15 hours of routine cleaning provided by a full-time Rounds Custodian, with responsibilities at other building locations.
2. These positions will be posted within two weeks after the agreement is signed and will be filled as soon as practical.
3. The parties will jointly select the best-qualified, most well-suited employees for the building. This practice will be repeated as vacancies occur. Candidates must be receptive to the latest cleaning techniques and technologies.
4. Both custodial positions supporting Sprague Hall will be responsible for litter-picking at the exterior of the building: the areas immediately outside the doors and the side walkways.
5. The University periodically secures an independent 3<sup>rd</sup> party evaluation of custodial cleanliness levels. Sprague Hall must be maintained at a level consistent with other recently renovated University facilities as amended from time to time by best practice discussions.
6. Both parties reserve all rights pursuant to Article 22.