

**Collective Bargaining Agreement**

**between**

**Yale University**

**and**

**Local 33 UNITE HERE**

**December 16, 2023, through July 31, 2028**

## Table of Contents

I.	Recognition	1
II.	Union Security	1
III.	Management and Academic Rights	2
IV.	Academic Rights of Graduate Workers	4
V.	Stewards	4
VI.	Union Access	5
VII.	Grievance Procedure	5
VIII.	Fair Treatment of Graduate Workers	9
IX.	Workplace Accommodations	13
X.	Discipline	14
XI.	Health and Safety	15
XII.	Support for Immigrant and International Graduate Workers	16
XIII.	Bargaining Unit Work	19
XIV.	Job Descriptions and Classifications	20
XV.	Appointments	22
XVI.	Job Expectations and Scheduling of Work	23
XVII.	Work Locations and Supplies	24
XVIII.	Job Security	25
XIX.	Evaluations	26
XX.	Employment Files	26
XXI.	Intellectual Property	27
XXII.	Temporary and Emergency Closings	27
XXIII.	Leaves of Absence and Paid Absences	29
XXIV.	Graduate Housing	31
XXV.	Vacation and Holidays	32
XXVI.	Holidays and Recess	33
XXVII.	Religious and Cultural Holidays	33
XXVIII.	Wages and Compensation	33
XXIX.	Cost-of-Living Adjustment	35
XXX.	Top Ups and Combined Awards	35
XXXI.	Fees	35
XXXII.	PhD Family Support Subsidy	36
XXXIII.	Retirement Savings Plan	36
XXXIV.	Health Care	36
XXXIV. i.	Yale Health for PhDs	36
XXXIV. ii.	Benefits Administration	36
XXXIV. iii.	Benefit Elections	36
XXXIV. iv.	Magellan Network	37
XXXIV. v.	Dental Insurance	37
XXXIV. vi.	Vision Insurance	38
XXXIV. vii.	Health Care Positions	38
XXXIV. viii.	Abortion Care	39
XXXIV. ix.	Translation	39
XXXIV. x.	Joint Health Care Committee	39
XXXV.	Funds	39
XXXVI.	Severability	41
XXXVII.	No Strike / No Lock-Out	41
XXXVIII.	Duration	42

## **ATTACHMENTS**

### Appendices

Appendix 1: 9000: Policy Against Discrimination and Harassment	44
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### Exhibits

Exhibit A: Recognition	46
Exhibit B: Wage Tables	47
Exhibit C: Schedule of Health Care Benefits	49
Exhibit D: Schedule of Dental Benefits	53
Exhibit E: Schedule of Vision Benefits	55

### Side Letters

Side Letter on COVID Testing Programs	56
Side Letter on Health and Safety Committee	57
Side Letter on Continuing Recognition	58

## **ARTICLE 1: Recognition**

This Agreement is entered into as of this 16<sup>th</sup> day of December 2023 by and between YALE UNIVERSITY ("the University") and Local 33, UNITE HERE ("the Union").

The University recognizes the Union as the exclusive collective bargaining representative of the University's employees employed in the bargaining unit set forth in the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-305762. A copy of the positions presently included in and excluded from the bargaining unit is attached as Recognition Exhibit A to this Agreement. The parties acknowledge that the list of positions included in Exhibit A is complete and includes all positions included in the bargaining unit as of the effective date of the parties' collective bargaining agreement.

If, during the term of the parties' collective bargaining agreement, the University creates new positions or classifications with similar duties as those performed by Graduate Workers in positions listed in Exhibit A which such students enrolled in the schools and programs covered by the Certification of Representation are eligible to hold, the University will prepare a job description and send a copy to the Union at least ten (10) days before posting the position and the parties will discuss whether such positions should be included in the bargaining unit. If the parties are unable to resolve any such issues, the Union may submit the matter to arbitration for resolution.

If, during the term of the parties' collective bargaining agreement, the union believes that graduate or professional students are serving in positions with substantially similar duties as those performed by Graduate Workers serving in positions listed in Exhibit A, and that such students are enrolled in the schools or programs covered by the Certification of Representative, the parties will discuss whether such positions should be included in the bargaining unit. If the parties are unable to resolve any such issues, the Union may submit the matter to arbitration for resolution. The sole issues will be whether the duties of such position are substantially similar to a position listed in Exhibit A and/or whether the student is enrolled in a school or program covered by the Certification of Representative.

Employees within the recognized bargaining unit are referred to in this Agreement individually as a "Graduate Worker" and collectively as "Graduate Workers".

## **ARTICLE 2: Union Security**

1. This Article shall only apply to the status of Graduate Workers as employees covered by this collective bargaining agreement. This Article will not affect a Graduate Worker's status as a student.
2. All Graduate Workers upon their date of hire into a bargaining unit position, shall become and/or remain members of the Union in good standing by paying either the uniformly required initiation fees and dues, or an agency fee, in an amount, as allowed by law, representing that portion of the uniformly required initiation fees and dues expended by the Union for representational activities, as a condition of employment for the duration of this agreement.

3. The University will deduct the initiation fees and dues or agency fees payable to the Union from the wages of each Graduate Worker who authorizes the University, by a signed authorization form consistent with applicable law, to make such deductions. The University shall remit monthly to a representative which the Union designates a check for the amounts so deducted, accompanied by a listing of the names of Graduate Workers for whom such deductions have been made and the amounts deducted for each.
4. The University shall notify the Union of the dates, times, and locations of any centralized orientation sessions for Graduate Workers conducted by the University or any department, school, or program thereof. The Union shall have up to one (1) hour but no less than thirty (30) minutes at any centralized orientation sessions to make a presentation to Graduate Workers about Union membership, activities, contracts, and any related matters. The Union may set up a table of appropriate size at or outside any such orientation event to be staffed by up to four (4) Union representatives, for the purpose of providing information to Graduate Workers about Union membership, activities, contracts, and any related matters. Such information presentations, information, and materials shall not be defamatory in nature towards the University.
5. During the term of this Agreement, Yale shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of voluntary contributions deducted for each payroll period or other designated period worked from the wages of those Staff Members who voluntarily authorize such contributions at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the thirtieth (30th) day of the following month, and shall be accompanied by a list setting forth as to each contributing Staff Member his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The University shall send these transmittals and this list to: UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, 16th floor, New York, NY 10001, Attention: Treasurer. The PAC voluntary authorization is revocable at any time with written notice to the Union and to the University.
6. The Union shall indemnify the University and hold it harmless for any amounts which it is compelled to pay as a result of a claim that an amount was improperly paid to the Union except in the case of an error due to negligence on the part of the University.

### ARTICLE 3: Management and Academic Rights

1. Except as otherwise expressly provided in another provision of this Agreement, the University retains the right to manage and direct Graduate Workers covered by this Agreement and to determine the employment policies applicable to them, and to exercise all academic and management rights and discretion as necessary to operate the University. Such rights include, but are not limited to, the right to:
  - a. Establish, plan, direct and control the University's organizational structure, missions, programs, objectives, services, activities, resources and priorities;
  - b. Alter, extend, augment, or discontinue existing equipment, facilities, and locations of activities and operation;
  - c. Recruit, hire, appoint, assign, schedule, transfer, train, supervise, evaluate, and

- discipline Graduate Workers; and to subcontract their work as necessary;
- d. Determine or modify the responsibilities, and assignments of Graduate Workers;
  - e. Establish, maintain, modify, or enforce standards of education, research and scholarship, performance, conduct, order, and safety;
  - f. Establish reasonable rules and regulations applicable to Graduate Workers;
  - g. Establish or modify the University's academic calendars;
  - h. Assign work locations;
  - i. Determine class sizes, who is taught, what is taught, how such content is taught and who delivers the instruction, and grading policies and practices;
  - j. Create, eliminate, or modify education and research programs;
  - k. Determine all matters relating to faculty hiring and tenure, grants, student admissions and appointments, admission standards, student matriculation, graduation standards, assessment of student work and grades, and determinations as to students' academic progress including but not limited to the completions of degree requirements;
  - l. Determine and implement the University's budgetary, financial and personnel decisions and procedures by which the University's programs, services and operations are conducted;
  - m. Establish standards relating to academic integrity;
  - n. Establish tuition, fees, and charges;
  - o. Determine matters involving financial aid and assistance that are not a term or condition of employment, including, but not limited to, recipients, terms and amounts;
  - p. Decide matters related to research methodology and materials;
  - q. Decide matters related to university housing; and
  - r. Exercise all rights and prerogatives granted by applicable law.
2. The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above. The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.

#### ARTICLE 4: Academic Rights of Graduate Workers

This provision is intended to ensure that employment in a bargaining unit position shall not limit or modify the academic freedoms and rights of Graduate Workers otherwise protected or afforded by the University, including;

1. Employment in a bargaining unit position shall not limit Graduate Workers' ability to pursue their own research, and their freedom in the classroom in discussing their assigned subjects, subject to the University's academic policies and rights and the expectations of their departments, programs, schools, courses, and labs.
2. Employment in a bargaining unit position shall not limit Graduate Workers' right to speak, write, and express themselves as members of society and representatives of their fields of instruction, study, research, training, scholarship, or expertise free from censorship, retaliation, or discipline by the University, subject to the University's policy on free expression.
3. In their roles as researchers and teachers, Graduate Workers are entitled to receive necessary training from the University in how to fulfill and maintain the academic standards and integrity of the University.
4. Employment in a bargaining unit position shall not limit Graduate Workers' ability to participate fully in the academic, scholarly, and extra-curricular affairs and activities of the University and any of its affiliated programs, departments, schools, and events.

#### ARTICLE 5: Stewards

1. Management will recognize Local 33's designated Union Stewards to adjust grievances, process disciplinary appeals, and for meetings with a grievant or with Management, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so. The Union will notify the University's Director of Labor Relations, or their designee, of the names of the Union Stewards who are authorized by the Union as representatives and will notify the Director of Labor Relations, or their designee, within five (5) working days of any change in the Union Stewards.
2. The Union may select from its staff or individuals who hold, have held, or may reasonably expect to hold a bargaining unit position, Union Stewards as follows:
  - a. Each department or program may have a Department Steward or Stewards.
3. Union Stewards will be given reasonable release time for the purpose of administering the collective bargaining agreement during required work hours. The Union and the University will work to schedule any meetings or events pursuant to this provision in a manner that is least disruptive to operations, including to a Graduate Worker's classroom teaching responsibilities. This provision will not be construed to require that a Graduate Worker request release time for a period when their work is usually conducted on a flexible schedule. The University or its representatives shall not arbitrarily or capriciously deny release time to Graduate Workers, nor shall the request or use of release time prejudice the University or its faculty in any evaluation of a Graduate Worker.

## ARTICLE 6: Union Access

1. The Union's designated Graduate Worker representatives and Stewards, including the Union's staff, shall have reasonable access to the University's campus and its buildings to confer with Graduate Workers during work hours when such a conference is necessary for the Union to administer this agreement, including but not limited to keycard access. Such conferences shall be conducted at a time and in a manner that the Graduate Worker, including the Union's designated Graduate Worker representatives and Stewards, can complete their necessary work on the day involved. The University and any supervisor of Graduate Workers will take no arbitrary or capricious action to limit the access a representative of the Union, including the Union's Stewards and staff, has to any Graduate Worker under their supervision, nor to surveil any such conferences which may occur between a Graduate Worker, or workers, and a representative, or representatives, of the Union.
2. The Union understands that access to certain laboratories may be restricted based on health and safety grounds as well as the confidential nature of the work performed in such areas. Nothing in this section shall be used to arbitrarily deny the Union access.
3. The University will provide bulletin boards to the Union in prominent public places for the Union's use. The Union will post materials on such bulletin boards in accordance with University policy on free expression. The Union's use of other bulletin boards on campus will follow University policy on bulletin boards.
4. Graduate Workers may make reasonable use of Campus Mail, their Yale email account, and their Yale Zoom account to communicate between and among themselves, with the Union and with the University regarding grievances, or other matters relating to the administration of this Agreement.
5. The Union may make reasonable use of University facilities for meetings, subject to availability, the rules, regulations, and charges applicable to University-recognized organizations.

## ARTICLE 7: Grievance Procedure

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

### Step 1:

In recognition of the desirability of resolving grievances informally between a Graduate Worker and their applicable Supervisor, the Graduate Worker affected shall discuss the grievance with their applicable Supervisor within fourteen (14) days, excluding holidays and recess periods, of the occurrence of the facts causing the grievance or after the Graduate Worker reasonably should have known of such facts. At their option, the Graduate Worker may have their Union Steward present and the Supervisor may have another representative from the Supervisor's department present. The Supervisor shall give their answer to the grievance within three (3) working days of the meeting.



Step 2:

If the Graduate Worker is dissatisfied with the response to the Step 1 grievance, the Union and its Stewards may file a written grievance. The written grievance shall be filed with the University's Office of Labor Relations with a copy to the applicable Supervisor and/or Dean(s) of the appropriate school or their designees, 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.

Labor Relations and the Graduate Worker's applicable Supervisor shall meet with the Union's Steward and/or Department Steward and the Grievant(s) within ten (10) days after the date the written grievance is received by Labor Relations. Labor Relations 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 Director of Labor Relations or their designee, with a copy to the applicable Supervisor and/or the Dean(s) of the appropriate school or their designee, within fourteen (14) days after the receipt of the Office of Labor Relations written answer to the grievance. The Director of Labor Relations or their designee shall meet with the Union's Steward, Department Steward, and/or Chief Steward, and the grievant(s) to discuss the grievance within ten (10) days after receipt of the Union's appeal to Step 3 and shall give the Union a written answer to the grievance within seven (7) days after such meeting.

Unless mutually agreed to in writing, any informal resolution of grievances at steps 1 through 3 shall not be precedential.

Step 4:

If the grievance is not resolved at Step 3, the Union may appeal the grievance to arbitration by giving written notice of such appeal to the University's Director of Labor Relations or their designee within twenty-one (21) days after receipt of the University's Step 3 answer to the grievance. All appeals to arbitration must be signed by a union representative as designated in writing by the Union.

- a. A grievance which affects more than one (1) Graduate Worker, or a class of Graduate Workers, may initially be presented at Step 2 within twenty-eight (28) days, excluding holidays and recess periods, after occurrence of the facts causing the grievance, or within twenty-eight (28) days, excluding holidays and recess periods, after the Graduate Workers reasonably should have known of such facts.
- b. The Union may present any grievance at Step 2 within thirty-five (35) days, excluding holidays and recess periods, after occurrence of the facts causing the grievance.

2. The Union and its Stewards may participate at any step of the grievance procedure. The Union will notify the University's Director of Labor Relations or their designee if they intend to participate in any particular grievance meeting after Step 1.
3. 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.
  - a. 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 thirty-one (31) 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.
  - b. Hearings shall be held on campus at a mutually agreed time.
  - c. Any briefs to be filed shall be filed within thirty (30) days after the end of the hearing.
  - d. Each party shall bear the expenses of its representatives and witnesses.
  - e. 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, the parties shall share the costs equally. 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.
  - f. Only one (1) grievance shall be submitted to an Arbitrator at one (1) hearing unless the parties agree otherwise 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.
  - g. The Arbitrator shall have no authority to add to, subtract from or modify, any provisions of this Agreement.
  - h. The Award of the arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under federal law to challenge the decision and award.
4. 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 Section 1 of this Article, the grievance shall be automatically advanced to the next step.

5. 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.
  - a. In view of the obligation imposed above, 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 the party in Steps 2, 3, and 4 by delivering within the stated time limit a letter to the other party advising the other party that a seven (7) day automatic extension is needed.
  - b. If the applicable Graduate Worker and/or applicable Supervisor are not on-campus (e.g., away for summer break), grievance meetings will be held on an electronic platform such as Zoom. In such cases, if either party does not have access to a stable internet connection or there are other extenuating circumstances (e.g., the applicable supervisor or Graduate Worker is ill), they may request an extension of the timelines. Such requests will not be unreasonably denied.
  - c. Grievance meetings shall normally be held at times which do not unduly interfere with performance of the work of either Graduate Workers, Union Stewards, or Supervisors. If such meetings are scheduled during the work time of either the Graduate Worker grievant(s), the Union Stewards involved, or necessary witnesses, such Graduate Workers shall be excused without loss of straight-time pay for such meetings.
  - d. Any grievance with reference to harassment, abuse or discrimination shall be processed in accordance with Article 8: Fair Treatment of Graduate Workers, sections 6 and 7, below.
6. Union Stewards shall not engage in the investigation of grievances during the working time of either the Union Steward or any Graduate Worker 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.
7. This Grievance and Arbitration Procedure shall not prevent any Graduate Worker from dealing directly with a Supervisor concerning any problem.
8. If the University claims that the Union has violated this Agreement, the University may file a grievance. The steps and timelines outlined in Section 1 of this Article shall apply. The University shall appeal at each step to a Chief Steward of the Union. For meetings prior to arbitration, the steps shall be conducted by the University's Director of Labor Relations or their designee and by a Chief Steward and any other relevant parties from the Union.

## ARTICLE 8: Fair Treatment of Graduate Workers

### 1. Legal Definitions and Standards

The University provides equal opportunity in employment for all qualified persons and shall not discriminate against any Graduate Worker on account of race, ethnicity, national origin, religion, age, gender identity and/or expression, sex, sexual orientation, marital status, parental status, pregnancy or pregnancy-related condition, disability, status as a special disabled veteran, veteran of the Vietnam era or other covered veteran, or membership in any other protected classes as set forth in Connecticut and federal law ("protected characteristics").

### 2. The University prohibits Discrimination, Harassment, and Retaliation in employment.

- a. Discrimination means treating an individual adversely based any on characteristics in Sections 1 above.
- b. Harassment means subjecting a Graduate Worker to objectively offensive, unwelcome conduct based on any of characteristics in Section 1 above, when such conduct (i) is severe, persistent, or pervasive and (ii) has the purpose or effect of unreasonably interfering with the individual's work performance or creates an intimidating or hostile work environment. Harassment may be found in a single severe episode, as well as in persistent behavior.
- c. Retaliation means any adverse action taken against a Graduate Worker related to their having reported a concern, filed a complaint or grievance, and/or participated in an investigation pursuant to this policy. Retaliation includes conduct that would discourage a reasonable person from engaging in activity protected under this policy. Retaliation may be present even where there is a finding of "no responsibility" on the underlying allegations of Discrimination or Harassment. Retaliation does not mean good faith actions lawfully pursued in response to a report of Discrimination or Harassment.

### 3. Office of Institutional Equity & Accessibility (OIEA) Procedures

Consistent with Policy 9000, Yale University Policy Against Discrimination and Harassment, Appendix 1, if while employed in a bargaining unit position and in relation to their employment in a bargaining unit position, a Graduate Worker or the Union believe that the Graduate Worker is experiencing sexual harassment (other than sexual misconduct-see below) or any other form of discrimination, harassment, or retaliation based on their membership in a protected status as defined in Section I above and such matter involves a faculty member, staff member, student, or Graduate Worker, the Graduate Worker or the Union may bring the matter to the University's attention by notifying the Office of Labor Relations, Human Resources Department, or, in a case involving a faculty member, the faculty member's dean; in such cases, the Office of Labor Relations or dean may notify OIEA. Graduate Workers also may notify OIEA directly or submit an OIEA Reporting Form. This form is available at [Office of Institutional Equity and Accessibility and Title IX Office Reporting Form \(maxient.com\)](https://your.yale.edu/policies-procedures/policies/9000-yale-university-policy-against-discrimination-and-harassment) or <https://your.yale.edu/policies-procedures/policies/9000-yale-university-policy-against-discrimination-and-harassment>. OIEA will process such reports consistent with the procedures outlined in Policy 9000, Yale University Policy Against Discrimination and Harassment. If a report brought pursuant to this paragraph involves a faculty member respondent, OIEA will refer the matter to the faculty member's dean to be

addressed in accordance with the Faculty Standards of Conduct Review Procedures following the completion of the OIEA process.

If a report of discrimination or harassment based on membership in a protected status as defined in Section I above involves a student respondent, OIEA generally will not process the report. In these cases, the academic unit of the student respondent will process it consistent with established procedures for addressing student conduct.

Reports of sexual misconduct may be brought to any Title IX Coordinator and will be processed in accordance with the university's sexual misconduct policies and procedures. In accordance with these policies and procedures, if a Graduate Worker wishes to pursue a complaint of sexual misconduct, that complaint will be considered by the University-Wide Committee on Sexual Misconduct (UWC), which has the authority to offer informal resolution and to conduct investigations, hold hearings and issue findings and sanctions.

#### 4. Other Processes

If while employed in a bargaining unit position and in relation to their employment in a bargaining unit position, a Graduate Worker or the Union believe that a Graduate Worker is experiencing mistreatment not based on their membership in a protected class as defined in Section I above, or if OIEA determines that a Graduate Worker's claim does not fit within the framework of Policy 9000, the Graduate Worker or the Union may bring the matter to the University's attention by notifying the Office of Labor Relations, or Human Resources Department; or the Union may file a grievance at Step 2 or 3. If a report brought pursuant to this paragraph involves a faculty member respondent, Labor Relations will refer the matter to the faculty member's dean to be addressed in accordance with the Faculty Standards of Conduct Review Procedures. If a report brought pursuant to this paragraph involves a student respondent, Labor Relations will refer the matter to the academic unit of the student respondent to be addressed consistent with established procedures for addressing student conduct. All other reports brought pursuant to this paragraph will be addressed by Human Resources.

#### 5. Faculty Standards of Conduct

The faculty of the university bear primary responsibility for maintaining the conditions necessary to advance the university's mission to create, disseminate, and preserve knowledge through research and teaching. In accordance with this responsibility, faculty must adhere to standards of conduct as outlined in Section II.B of the Yale University Faculty Handbook. If a Graduate Worker feels that they are experiencing mistreatment due to a violation of the Faculty Standards of Conduct, they may raise the matter with the dean who oversees the school, department, or program of the faculty member against whom the allegation of misconduct is made. If the Dean is unable to resolve the matter or if the Dean was significantly involved in the matter under dispute, the Graduate Worker may submit a complaint to the Provost for review in accordance with procedures set forth in Section III.N of the Yale University Faculty Handbook.

#### 6. Grievance and Arbitration Procedure

The Union may file a grievance alleging a violation of this Article: (a) at any time while a complaint is being processed in accordance with Sections 3, 4, and 5 above; or, (b) within sixty (60) calendar days following the completion of the processes referenced in Sections 3,

4, and 5 above, including any appeals available thereunder; or (c) if a complaint has not yet been filed by a Graduate Worker(s) in accordance with Sections 3, 4, and 5 above, within one (1) year of the incident(s) giving rise to the alleged violation or within one (1) year after the Graduate Worker(s) reasonably should have known of such facts.

Except as provided in the following paragraph, grievances alleging a violation of this Article will be held in abeyance pending the completion of such processes referenced in Sections 3, 4, and 5 above, including any appeals available thereunder. If, following the completion of such processes, the Union and Graduate Worker(s) believe that the alleged violation of this Article has not been appropriately addressed, they may activate the grievance and immediately pursue it at Step 3.

Grievances alleging a violation of this Article that are filed following the completion of the processes referenced in Sections 3, 4, and 5 above may be immediately pursued at Step 3 if the Union and the Graduate Worker(s) believe that the alleged violation of this Article has not been appropriately addressed.

It is the University's intention to complete the processes described in Sections 3, 4, and 5 above in a timely and efficient manner. With that principle in mind, if processes described in Sections 3, 4, and 5 above are not fully completed within ninety (90) calendar days of a receipt of a complaint, the Union and the Graduate Worker may activate the grievance filed pursuant to this Section and immediately pursue it at Step 3. As complaints often require extensive review and vary in complexity, the parties may extend the abeyance period by mutual agreement. The Union shall reasonably consider requests by the University to extend the abeyance period.

In all circumstances, once a grievance is activated at Step 3 in accordance with this Section, the terms set forth in Article 7 Grievance Procedure will apply. Grievances not activated or pursued at Step 3 pursuant to this Section shall be considered withdrawn.

#### 7. Claims of Union Discrimination or Retaliation

The University shall not discriminate or retaliate against any Graduate Worker on account of union membership or union activity not in violation of this Agreement. If while employed in a bargaining unit position and in relation to their employment in a bargaining unit position, a Graduate Worker or the Union believe that a Graduate Worker is experiencing discrimination or retaliation based on union activity or membership, the Graduate Worker or the Union may bring the matter to the University's attention by notifying the Department of Labor Relations, Office of Human Resources, or the Union may file a grievance under the Grievance Procedure provided by this Agreement in Article 7 at Step 1, 2, or 3.

#### 8. Interim Relief and Supportive Measures

The University will take reasonable steps to provide timely relief and supportive measures for a Graduate Worker or Workers who report discrimination, harassment, retaliation, or mistreatment while any of the processes described in this Article are being pursued. In such cases, the Union may request to engage in problem solving with the University to implement interim relief and supportive measures.

## 9. Union Rights

This Article shall not be construed to limit, modify, or abridge the rights of the Union and its Stewards to request and receive information from the University, and fairly represent Graduate Workers.

## 10. Miscellaneous

- a. All Graduate Workers, whether as a complainant or respondent, shall be entitled to all processes, procedures, accommodations, rights, and responsibilities afforded any other member of the Yale Community in circumstances related to this Article in addition to those afforded by this Agreement or relevant laws.
- b. If the Graduate Worker pursues any process outlined in this Article, they will be entitled to be accompanied by a Union Steward or representative at each stage or meeting. The Union Steward or representative will be entitled to make information requests to the University while any of the processes outlined in Sections 3, 4 or 5 are pursued. The Union may present any information it believes is relevant to a claim made pursuant to this Article to the University representative who is responsible for processing the same. The University representative will respectfully consider any such information while undertaking the processes outlined in Sections 3, 4 or 5.
- c. The University shall not apply the provisions of this Agreement in an arbitrary, capricious, or discriminatory manner.
- d. During the life of this Agreement, the University may, solely as required by law, revise Policy 9000 and its Sexual Misconduct policies and procedures, including the definitions contained in such policies and in Sections 1 and 2 above. In such instances, the University will notify the Union in advance of finalizing any such changes and, at the Union's request will bargain the effects of such changes which may include making any necessary changes to this article.
- e. The University and the Union will establish a Joint Committee on Diversity, Equity, and Accessibility that will meet once per semester. This Committee will be comprised of appointees made equally by the University and the Union, with up to three (3) appointees made by each party. Service on this committee will be on a voluntary basis and will not be considered paid work time. Upon request by either party, the Committee will hold special meetings to discuss time-sensitive issues. Such special meetings will be held within two (2) weeks of any such request. Among other things, in its bi-annual and special meetings, the Committee shall:
  - i. Review and share observations regarding University policies, programs, trainings, resources, and processes related to diversity, equity, and accessibility.
  - ii. Make recommendations to the University on how to improve such policies, programs, trainings, resources, and processes.
  - iii. The Committee will not discuss or review individual cases.

## ARTICLE 9: Workplace Accommodations

1. The-University recognizes the importance of the full inclusion of individuals with disabilities at Yale as part of a commitment to creating a diverse, inclusive workplace; to maintaining a non-discriminatory learning and working environment; and removing barriers that prevent Graduate Workers from requesting reasonable accommodations. The University will comply with the Americans with Disabilities Act and any other applicable federal and state laws that prohibit discrimination on the basis of disability.
2. A Graduate Worker and their Supervisor may discuss and implement a reasonable accommodation on an informal basis. Informal reasonable accommodations may include, but are not limited to, adjustments to a Graduate Worker's assignment, hours, responsibilities, workplace health and safety measures, and/or work location. Accommodations implemented pursuant to this section shall not prevent a Graduate Worker from formally requesting an accommodation through the formal process as set forth in Section 3 below.
  - a. Graduate Workers shall not be required to provide medical documentation to their Supervisor in order to request an informal reasonable accommodation.
  - b. Any informal accommodations made pursuant to this section will not create a precedent with respect to any other informal or formal pending or future accommodation requests.
3. A Graduate Worker may file a formal request for a workplace reasonable accommodation by completing and submitting an Accommodation Request form to the University. This form is available at [Office of Institutional Equity and Accessibility and Title IX Office Reporting Form \(maxient.com\)](#) or <https://your.yale.edu/policies-procedures/policies/9000-yale-university-policy-against-discrimination-and-harassment>. The University may require a Graduate Worker to submit medical documentation concerning their disability, medical condition, injury, or impairment as necessary to process a formal accommodation request. A Graduate Worker may request a meeting to begin discussion of their accommodation request prior to submitting their medical documentation.
  - a. The formal process to implement an accommodation, including notice of implementation or non-implementation to the Graduate Worker, will happen in a timely manner in consideration of the duration of a Graduate Worker's position.
  - b. The University shall generally meet with a Graduate Worker no later than three (3) weeks after the completed submission of a formal Accommodation Request and the submission of any additional medical documentation requested by the University to discuss the progress of the Graduate Worker's Accommodation Request.
  - c. If the University declines to implement a request for an accommodation or access adjustment, the University will notify the Graduate Worker in writing with an explanation of why the request was denied.
  - d. If a Graduate Worker or the Union believes that the University has unreasonably denied or delayed a Graduate Worker's request for an accommodation or access request, they may file a grievance at Step 1 or 2 as outlined in Article 7 in this Agreement.



4. Graduate Workers may use communication about or documentation of previously granted accommodations and access adjustments as supporting documentation for future accommodation and access requests.
5. Medical documentation submitted in support of accommodation requests will be kept separate from academic records and Graduate Worker employment files. Graduate Workers shall not be required to provide such documentation to their Supervisor in order to request a formal reasonable accommodation. Letters approving and describing accommodations shall be placed in Graduate Workers' employment files and their student files, if applicable. In the event the University needs to disclose a Graduate Worker's medical information beyond the office to which the Accommodation Request form was submitted and/or the outside vendor(s) with whom the University contracts to manage workplace accommodations, the University shall notify the Graduate Worker. The University shall not disclose a Graduate Worker's medical information to a Graduate Worker's Supervisor or Department without authorization from the Graduate Worker.
6. A Graduate Worker may bring a Steward or other Union representative to any meeting about an accommodation or access adjustment request with a Supervisor or other University representative. In such cases, the Steward or other Union representative shall, in addition to serving as a Steward, also be considered the Graduate Worker's support person.

#### ARTICLE 10: Discipline

1. No Graduate Worker may be issued a warning, suspended, or discharged from their bargaining unit position except for just cause. The Union and the Graduate Worker shall have the right to grieve such disciplinary action, by filing a written grievance at Step 2 of the Grievance Procedure provided by this agreement within ten (10) days after the University's action.
2. Discharge from a bargaining unit position will not prevent a Graduate Worker from seeking or holding a future bargaining unit position for which they are qualified.
3. Counseling or coaching of a Graduate Worker shall not be used to justify subsequent disciplinary action against that Graduate Worker.
4. Discipline older than twelve (12) months shall not serve as the basis for progressive discipline except in cases of serious misconduct.
5. Notice of an investigatory meeting shall be emailed to the Graduate Worker with a copy to a Union Steward at least 48 hours in advance of such meeting. The investigatory process shall commence as soon as possible after the incident or discovery thereof.
6. Issuance of discipline shall occur within a reasonable period following the completion of the disciplinary investigation and shall be communicated in writing to the Graduate Worker and the Union.
7. Graduate Workers may have a Union Steward present at any meeting to interview the Graduate Worker about a disciplinary matter and/or at any meeting to issue discipline to them. This provision shall not apply to discussions with Graduate Workers concerning their academic performance.

8. Decisions about academic standing or dismissal from a degree program, for reasons including but not limited to failing to make adequate academic progress; unsatisfactory performance in examinations and academic milestones; or academic dishonesty shall be at the University's sole discretion and shall not constitute discipline or be subject to grievance or arbitration.

#### ARTICLE 11: Health and Safety

1. The University agrees to provide a place of employment which is as safe and healthy as possible for Graduate Workers. The University will furnish and use reasonable safety devices and safeguards, and shall adopt and use methods and processes adequate to render such place of employment safe, and do every other thing necessary to protect the life, health, and safety of Graduate Workers. The term "safe" or "safety" as applied to any employment or place of employment shall include personal safety and shall include conditions and methods of sanitation and hygiene necessary for the protection of the life, health, and safety of Graduate Workers.
2. The University shall follow all health and safety laws, regulations, or guidelines from any applicable local, state, or federal agency. Graduate Workers shall observe safety rules and shall report immediately to their supervisors any accident or injury.
3. The University shall furnish to all Graduate Workers for their use with no fee or charge all required Personal Protective Equipment (PPE), including any required safety clothing, consistent with University's PPE policy and any required testing and/or vaccinations. The Union shall have the right to reasonable notice and impact bargaining over any such measures which the University plans to make mandatory before the expiration of this Agreement. Where University policy differs from local, state, or federal recommendations, the University will, upon request from the Union, meet to discuss with the Union.
  - a. Graduate workers shall have the right to use reasonable Personal Protective Equipment, including medical face masks, even if no University requirement exists for their use. The University shall not be responsible for the cost of PPE used pursuant to this provision.
4. If the University requires that a Graduate worker use safety equipment; monitor, enforce, or otherwise perform tasks related to health and safety compliance with requirements from Environmental Health and Safety, or any local, state, federal, or other body or agency, the University will waive all fees, charges, and tuition required to obtain any necessary associated training, certification, or recertification.
5. Time spent obtaining necessary work-related health and safety training, certification, or recertification for a bargaining unit position typically will be during established work hours.
6. Graduate Workers will receive appropriate notification about the expectations of any job responsibilities related to the compliance, enforcement, or monitoring of any health and safety related measures required by Environmental Health and Safety, or any local, state, federal or other body or agency.
7. The University's Environmental Health and Safety (EHS) department will provide Graduate Workers authorized research registrations for the Principal Investigator(s) associated with their workplace(s) when added to EHS Integrator and upon request by the Graduate Worker or the Union. Graduate Workers will have access to authorized registrations within EHS

Integrator for the Principal Investigator(s) associated with their workplace(s). Safety and compliance training will be assigned and provided by EHS and tracked through Yale's learning management system.

8. Upon request, and in a timely manner, the University shall provide the Union available, relevant information regarding research materials or equipment in the workplace.
9. Upon request, and in a timely manner, and except to the extent limited by applicable law or regulations with the force of law, the University shall review with the Union or its Stewards, when necessary for the performance of their duties as union representatives for Graduate Workers, available University records on accidents, test results, and safety records maintained by the Office of Environmental Health and Safety relevant to Graduate Workers, exclusive of any personal medical records or information unless required by law or authorized in writing.
10. The University shall maintain and oversee compliance with the University's Working Alone policy. Where a Working Alone protocol is developed for a work unit, such as a lab or department, all affected Graduate Workers of the work unit will be notified of its existence and where or how such protocols may be accessed. Upon request, the Union may review a work unit's Working Alone protocol, if such protocol exists.
11. Graduate Workers may refuse to do work which a reasonable person in a similar situation would consider unsafe or contrary to the University's health and safety guidelines and regulations without being subject to discipline or retaliation.
12. The University shall not limit a Graduate Worker's rights under state and federal Worker's Compensation Laws.
13. To the extent possible, the University will take all necessary steps to protect the health and safety of Graduate Workers when performing work in a non-University workplace as part of a requirement of their bargaining unit position.
14. Local 33 shall join the Joint Health and Safety Committee, which is currently comprised of representatives from the University, Local 34, and Local 35, in accordance with the parties' Side Letter of Agreement dated January 30, 2024.

## ARTICLE 12: Support for Immigrant and International Graduate Workers

### 1. Authorization to Work

In the event that a Graduate Worker is not authorized to work in the US and the Graduate Worker's employment is terminated for this reason, the University agrees to meet with the Union and the Graduate Worker to make reasonable efforts to re-employ the Graduate Worker for the following academic term. If a Graduate Worker's SEVIS record is terminated and they are forced to leave the country, they will be eligible to apply for a leave of absence as set forth in Article 23, Leaves of Absence.

## 2. Re-entry

Consistent with current policy and procedures, the University shall take any reasonable actions to assist in cases where a Graduate Worker is denied re-entry to the United States. Where applicable, written description of such policies and procedures shall be provided to the Union. The University will notify the Union in writing if relevant policies and procedures change.

## 3. Reverification of Status

- a. The University shall not require or demand proof of citizenship or immigration status, except as required by 8 USC § 1324a or otherwise required by law or regulation, including the University's obligation to collect and retain proof of citizenship documentation that is necessary to issue and maintain Graduate Workers' immigration documents.
- b. If reverification is required by law when a document used to prove authorization to work expires, the University shall provide the Union and the Graduate Worker at least eighty (80) days advance notice.
- c. The University shall permit inspection of Forms I-9 by the Department of Homeland Security ("DHS"), or any other legally authorized government agency, only when required by law, after two (2) business days, unless there are exceptional circumstances or a shorter time is required by law.
- d. I-9 forms shall be maintained in a file separate from other human resources files, and unless required by law, including requirements caused by the University's use of E-Verify, the University shall not retain in any of its files copies of the identity and work authorization documents presented by the Graduate Worker at the time a Form I-9 is completed.
- e. The University shall not request information or documents from Graduate Workers as to their immigration status except as required by law.
- f. The University will not allow any public or any outside private entity to audit or inspect Forms I-9, unless required by law, excepting outside vendors with whom the University contracts to manage its I-9 process and/or audit its I-9 records.

## 4. Social Security No-Match Letters

- a. No Graduate Worker covered by this Agreement shall suffer any loss of seniority or compensation, due to any changes in the Graduate Worker's name or social security number provided that such changes are completed in a manner consistent with the Law.
- b. In the event that the University receives notice from the Social Security Administration ("SSA") indicating that any Graduate Workers' names and social security numbers do not agree with the SSA's records, the University agrees to take any and all reasonable steps necessary to resolve the discrepancy. In such instances:
  - i. The University will provide a copy of the notice to the Union and to all Graduate Workers on the notice (except for Graduate Workers who do not

consent to such notice to the Union); and

- ii. The University will not take any adverse employment action against any Graduate Worker listed on the notice solely because the Graduate Worker is listed on the notice;
- iii. The University will not require that Graduate Workers listed on the notice bring in a copy of their social security card for the University's review, complete a new Form I-9, or provide a new or additional proof of work authorization or immigration status solely as a result of the receipt of a no-match letter, unless otherwise required to do so under the Law; and
- iv. The University agrees not to contact the SSA or any other government agency after receiving notice of a no-match from the SSA unless otherwise required to do so under the Law.
- v. Nothing herein shall be construed to prevent the University from requiring Graduate Workers to update their SSNs for the purposes of E-Verify consistent with the Law.

#### 5. Translation

The University shall pay for the translation of this Agreement into Chinese. The University and the Union shall jointly pay for the translation of this Agreement into up to two (2) other languages that the Union may elect during the course of the Agreement. Upon reasonable request by the Union, the University shall pay 50% of the cost for any required translation service necessary for the enforcement of this Agreement, for example during the proceedings of the grievance procedure. In the event of ambiguity between a translated version of this Agreement and the English version, the English version shall govern.

#### 6. OPT/CPT

Following and subject to the University's verification that the Graduate Worker meets eligibility requirements for training programs, including but not limited to Curricular Practical Training (CPT) and Optional Practical Training (OPT), international Graduate Workers will not be denied by the University, or its agents, access to such programs. Administration of these programs shall not be discriminatory, nor shall application to or use of these programs be a cause for discrimination.

#### 7. Privacy

Unless required by the Law, the University shall not disclose a Graduate Worker's personal information, or any information associated with a Graduate Worker's research or teaching that are not publicly available, to government agencies including foreign governments.

#### 8. Safety in the workplace for immigrant and international workers

- a. Except as otherwise required by federal law, the University or its agents shall not provide voluntary consent to an immigration enforcement agent to enter any non-public areas where Graduate Workers work or live. Non-public areas are those University-owned or controlled buildings and/or areas that restrict public access. Non-public areas include, but

are not limited to, all classrooms, research and teaching labs, offices, dormitories, or housing. In the event that such consent is required by federal law, the University will notify the Union that such access was granted and the areas for which such access was granted.

- b. Except as otherwise required by federal law, the University or its agents shall not provide voluntary consent to an immigration enforcement agent to access, review, or obtain the University's Graduate Worker records without a subpoena or judicial warrant. This section does not prohibit the University or its agents from challenging the validity of a subpoena or judicial warrant in a federal district court. In the event that such consent is required by federal law, the University shall notify the Union and the Graduate Worker(s) whose records were accessed.
- c. The University shall annually post an up-to-date list of University resources for undocumented and DACA students and Graduate Workers on the OISS website.

#### 9. Work Requirements

The University and the Union understand that International and Immigrant Graduate Workers must not exceed the legal limit of work hours per week while school is in session unless this limitation is suspended as described in 8 CFR 214.2(09)(i).

#### 10. Consistency with the Law

In the event that federal law changes such that the rights and obligations of Graduate Workers' and/or the University are impacted, the parties will revise this provision to ensure that it is consistent with the Law.

### ARTICLE 13: Bargaining Unit Work

Consistent with current practice, bargaining unit positions may be performed by non-bargaining unit members after qualified Graduate Workers have been given the first opportunity to fill such positions. Bargaining unit salaried positions will not be converted into hourly positions.

Nothing in this provision shall be deemed to limit the University's right to create, eliminate, and/or modify education and research programs or to determine staffing models used for research laboratories. Staffing changes that result in the loss of bargaining unit work shall not be retaliatory or be carried out in discriminatory response to union activity.

## ARTICLE 14: Job Descriptions and Classifications

1. The University shall create and maintain written generic descriptions of all bargaining unit positions with respect to job duties and expectations, hours, and relevant organizational structure and shall make such generic job descriptions available to the Union and to Graduate Workers.
2. For the purposes of determining all rates of pay and benefits contained in this Agreement, bargaining unit positions shall be classified as one of the following:
  - a.
    - i. Stipend/Salaried 12-Month
    - ii. Stipend/Salaried 9-Month
  - b. Salaried 10-Hour
  - c. Salaried 20-Hour
  - d. Other Salaried
  - e. Hourly

3. Stipend/Salaried

- a. Salaried 12-Month

The classification of Stipend/Salaried 12-Month refers to Graduate Workers enrolled in a full-time or extended full-time PhD degree program in a department, program, or school covered by this agreement; who are hired or assigned to a salaried Research Assistant, Research Assistant University Fellowship, or comparable position; and are employed 12-months per year. The work of a Research Assistant, Research Assistant University Fellowship or comparable position is a blend of academic and employment endeavors and clear separation of each is difficult. While the parties recognize that the pay received is a combination of stipend and salary, for the purposes of this Article it will be referred to as salary. Graduate Workers in this classification shall be paid as set forth in Article 28, Wages and Compensation.

- b. Salaried 9-Month

The classification of Stipend/Salaried 9-Month refers to Graduate Workers enrolled in a full-time or extended full-time PhD degree program in a department, program, or school covered by this agreement; who are assigned or hired to a Teaching Fellow 10, Teaching Fellow 20 or comparable position; are required to hold said position in order to receive the full minimum compensation rate set forth in Article 27, Compensation; and are employed for 9 months during the academic year. Graduate Workers in these classifications shall be paid as set forth in Article 28, Wages and Compensation.

If a Graduate Worker in either the Salaried 12-Months or Salaried 9-Months classification is also employed in an additional bargaining unit position or positions described in sections 4-7 below, they will receive the additional pay for that position or positions as set forth in Article 28, Wages and Compensation.

4. Salaried 10-Hour

The classification of Salaried 10-Hour shall apply to any Graduate Worker not included in the classification of Stipend/Salaried 9-or 12-Month who is employed in a Teaching Fellow

10 or comparable position and is paid according to the applicable teaching or course rate as set forth in Article 28, Wages and Compensation.

- a. If a Graduate Worker in this classification is employed in an additional bargaining unit position or positions in this classification or in a different classification, they will receive the additional pay of that position or positions as provided in this Agreement.

5. Salaried 20-Hour

The classification of Salaried 20-Hour shall apply to any Graduate Worker not included in the classification of Stipend/Salaried 9-or 12-month who is employed in a Teaching Fellow 20 or comparable position and is paid according to the applicable teaching or course rate as set forth in Article 28, Wages and Compensation.

- a. If a Graduate Worker in this classification is employed in an additional bargaining unit position or positions in this classification or in a different classification, they will receive the additional pay of that position or positions as provided in this Agreement.

6. Other Salaried

The classification of Other Salaried shall apply to any Graduate Worker who is employed in a salaried position but is not included in the classifications described in sections 3-5 above. Graduate Workers in this category shall be paid at the salary established for their position as set forth in Article 28, Wages and Compensation.

- a. The University shall not convert Teaching Fellow 10, Teaching Fellow 20, Salaried 10 Hour, or Salaried 20 Hour positions to the classification of Salaried Other without written agreement by the Union.
- b. If a Graduate Worker in this classification is employed in an additional bargaining unit position or positions in this classification or in a different classification, they will receive the additional pay of that position or positions as provided in this Agreement.

7. Hourly

The classification of Hourly shall apply to any Graduate Worker employed in a bargaining unit position which is paid hourly. Graduate Workers in this category shall be paid according to the applicable Hourly pay rate as set forth in Article 28, Wages and Compensation.

- a. If a Graduate Worker in this classification is employed in an additional bargaining unit position or positions in this classification or in a different classification, they will receive the additional pay of that position or positions as provided in this Agreement.

8. Graduate Workers who simultaneously work in two or more bargaining unit positions shall receive the benefits associated with their primary position.



## ARTICLE 15: Appointments

1. On or before a Graduate Worker's date of hire the University must provide to the Graduate Worker a letter or email containing the following information:
  - a. The job title and position detail, pay classification, expected duration, and hours or approximate hours per week of the position.
  - b. Inclusion of the position in the bargaining unit.
  - c. Instructions for signing a union membership card and authorizing the payroll deduction of dues.
  - d. The frequency and rate and/or amount of pay.
  - e. The general expectations, duties, and/or responsibilities of their position, or where such information may readily be found.
  - f. Any required training that is a condition of employment.
  - g. Whether the position requires them to be a mandatory reporter.
  - h. Any additional University policies that pertain to their employment, or where such policies may readily be found.
  - i. Any additional information required by this Agreement.
2. Upon their hire, Graduate Workers will be advised whether their position requires that work be performed in a specific location or locations, and if so, in what location or locations and how to obtain access to said locations.
3. Upon their hire or as soon as possible thereafter, the University or its designee will inform Graduate Workers in writing, electronically or otherwise, including where such information is centrally published, if their position requires that work be performed during specific hours and/or on specific days, and if so, during which hours and on which days.
4. Upon their hire or as soon as possible thereafter, the University or its designee will inform Graduate Workers in writing, electronically or otherwise, including where such information is centrally published, of the names and contact information of any direct Supervisor or Supervisors and relevant work unit administrators.
5. Departments, programs, and schools shall hire and assign Graduate Workers to bargaining unit positions in a fair manner. The University shall endeavor to make available and easily accessible on its website an accurate listing of all bargaining unit positions which are not otherwise assigned by a department, program, or school; the minimum qualifications needed to hold the position; and instructions for how to apply.

A Graduate Worker who believes they were unfairly or arbitrarily denied consideration for a bargaining unit position for which they meet the stated qualifications may file a grievance pursuant to this Agreement.

## ARTICLE 16: Job Expectations and Scheduling of Work

1. The University shall set reasonable work hours, schedules, and expectations for bargaining unit positions. Such expectations shall not be construed to limit academic requirements and/or unreasonably prevent Graduate Workers from seeking and using all medical or other benefits to which they are entitled under this Agreement.
2. If a bargaining unit position is classified as hourly and has defined hours, no Graduate Worker will be required to work additional hours. If by mutual agreement with their supervisor, a Graduate Worker works additional time in a given work week, they shall be compensated hourly for all additional time at their standard hourly rate. Graduate Workers will receive premium pay (1.5 times the hourly rate for their position) for any hours worked in excess of 40 in a particular work week. For the purposes of this provision, a work week will commence at 12:00am on Sunday and end at 11:59 pm on Saturday. If additional hours are offered in a work unit which employs more than one hourly Graduate Worker, such time will be offered in a fair manner and rates of additional hourly compensation will be uniform for all affected Graduate Workers.
3. If a bargaining unit position is classified as salaried or has flexible or variable working hours, the University shall inform Graduate Workers holding such positions in writing of the approximate hours they are expected to work per week.
4. Departments and supervisors shall make every effort to refrain from scheduling work events or meetings that are a condition of employment outside of standard business hours (M-F 8:30am-5pm). This provision shall not be construed to prevent the University from scheduling classes, labs, or sections outside of standard business hours.
5. Written notice, including email, shall be provided to Graduate Workers if their position requires work to be performed outside of standard business hours. Notice will entail a description and frequency of the work to be performed. Such requirements must be operationally justified. Supervisors and/or the University shall accommodate reasonable requests by Graduate Workers for flexibility and adjustments to unusual, irregular, and/or non-standard working hours.
6. The University will inform Graduate Workers of any temporary or permanent changes in their work schedule in writing, including email. For permanent changes (two or more weeks), the University will endeavor to provide two weeks' notice prior to the date the change is scheduled to go into effect. For temporary changes (less than two weeks), the University will endeavor to provide notice no later than 4pm on the Thursday before the change is scheduled to go into effect. The parties understand that the University may not be able to meet the notice requirements included in this provision in emergency situations (e.g., if a schedule change is required as a result of an emergency medical leave).
7. Any training or events that a Graduate Worker is required to attend, complete, or obtain as a condition of their employment shall be considered time at work, and subject to any relevant articles of this Agreement including but not limited to those regarding scheduling, hours, pay, and accommodations. The University shall waive all charges, fees, and/or tuition required for any such events or training.

## 8. Employee Participation Meetings

The University and the Union recognize that it is in the best interest of the parties to develop maximum possible productivity, to provide satisfying work, to enhance the quality of work, and to enable Graduate Workers to contribute to their courses, groups, departments, programs, and schools.

With the above-stated principles in mind, Graduate Workers may meet with and discuss with their Supervisor or other University designee any issues related to their employment including the status of and/or changes to work assignments, technology, workloads, expectations, scheduling, and/or hours, with a representative of the Union present. Upon request by the Union or its representatives, a meeting will be held in a work unit (e.g. a course, lab, or department) to discuss (i) problems or suggestions, (ii) improving communications, and (iii) increasing productivity and efficiency. Meetings held pursuant to this provision shall be held during standard business hours or any other mutually convenient time. The Supervisor or other University designee may include a representative of Human Resources in any meeting held pursuant to this provision.

If any issues discussed pursuant to this provision cannot be resolved directly with a Supervisor or other University designee, or if a Supervisor or other University designee refuses to meet with a Graduate Worker and/or the union in a timely manner, a Graduate Worker and the union may seek resolution through the grievance procedure outlined in this Agreement.

The Union's attendance of such meetings shall not constitute a waiver of its right to demand impact bargaining.

## ARTICLE 17: Work Locations and Supplies

1. The University shall provide, with no fee or charge, supplies, and materials required for Graduate Workers to complete their work and meet the expectations of their position, including those Graduate Workers whom the University has assigned to work remotely or hybrid in-person/remote on a permanent or temporary basis. Such supplies, and materials include but are not limited to: on-campus internet access, on-campus access to free printing in a location convenient to the workplace; paper; any books, course readers, or other published materials; and any software, technology, or specialized equipment required to complete their bargaining unit work. The University shall consider reasonable requests by Graduate Workers for supplies not specifically listed herein and shall not arbitrarily deny such requests.
2. The University will provide appropriate work spaces for Graduate Workers to complete their work and meet the expectations of their position. Such spaces will include furniture such as desks and chairs and reservable and/or private locations for meetings and office hours. Graduate Workers may use their work spaces, or a reasonable alternative space identified by the University to store their work equipment, supplies, materials, and personal items while they are working.
3. Any University facility in which a Graduate Worker is assigned or expected to work or must travel to or through in order to access their work location, shall comply with all relevant laws and articles of this Agreement regarding their safety and accessibility. Graduate Workers

may request accommodations and access adjustments to their work location in accordance with the procedure outlined in Article 9. The University shall make a reasonable effort to implement and shall not arbitrarily deny such requests.

4. In the location or locations of expected or required work in a University facility, Graduate Workers will have reasonable access, including automatic key card access, to an accessible bathroom; an all-gender bathroom; a bathroom with a baby changing station; and a suitable space designated for lactation. Reasonable access shall be interpreted to mean within the same building. In the event that a University facility in which Graduate Workers are expected or required to work does not have accessible or gender-neutral bathrooms, the University and the Union will meet to problem solve a resolution to such access.

The University and the Union shall jointly work to discuss availability and access to these bathrooms, stations and spaces, and ways to improve such access. When the University undertakes new construction or significant renovation to its buildings, it shall prioritize improving reasonable access to these bathrooms, stations and spaces.

5. If a Graduate Worker does not own a technological device that is required to perform their bargaining unit work, they may request to use a University-owned device (e.g., laptop, personal computer and/or monitor), or other technological device for the duration of their assignment, if available. The University shall not arbitrarily deny such requests.
6. Graduate Workers may request to work remotely or hybrid in-person/remote on a temporary or permanent basis. All such requests must be submitted to their supervisor and must be approved by the Dean of the applicable school, or their designee. Nothing herein shall be construed to change the current practice, where many forms of work such as grading are performed off-site.

#### ARTICLE 18: Job Security

1. Stipend/Salaried Primary

If a Stipend/Salaried Graduate Worker's primary teaching or research position is interrupted or cancelled for non-disciplinary reasons, including situations in which a Research Faculty Supervisor is unwilling to work with a Graduate Worker for a non-disciplinary reason(s), the University will continue the Graduate Worker's stipend and salary, benefits, protections, and rights as long as the Graduate Worker remains enrolled in good standing. In such cases, the University may assign the Graduate Worker to a comparable position of the same duration. The University shall provide all additional training necessary for such a position. Nothing herein shall be construed to limit the University's right to dismiss a graduate student for failing to make adequate academic progress.

2. Other Positions

If any other bargaining unit teaching or research position is interrupted or terminated for non-disciplinary reasons, the University will assist the affected Graduate Worker's efforts to identify a comparable position of the same duration provided that the Graduate Worker is capable of and qualified to perform the work. Such affected Graduate Workers will receive priority consideration for open positions for which they are qualified. In such cases, the Graduate Workers shall retain the rights, protections, and applicable health care benefits

afforded by this Agreement for the remainder of the terms for which they were originally appointed or hired but will not receive additional pay until and unless they are appointed or hired to a new position.

### 3. Good Faith Claims

If a Graduate Worker leaves their position based on a good faith claim of discrimination, harassment, or abusive behavior and pursues resolution pursuant to the articles of this Agreement or under any other University policies, the department or unit will either find appropriate replacement work or continue to support the Graduate Worker for the duration of the assignment, up to the end of the term immediately following the term in which the Graduate Worker left their position, with no loss of pay, benefits, or other rights contained in this Agreement.

## ARTICLE 19: Evaluations

1. On or before their date of hire, the University will provide in writing, electronically or otherwise, to a Graduate Worker, information pertaining to any employment-related evaluations or evaluative processes that may be used to assess their job performance and/or to determine future employment in a bargaining unit position. Alternatively, the University may inform Graduate Workers on or before such date where such information may be accessed electronically.
  - a. Academic (e.g., qualifying exams, Dissertation Progress Report, and annual committee meetings) and student evaluations will not be used as part of the progressive discipline process.
  - b. Student evaluations shall not be determinative of a Graduate Worker's eligibility for future employment in a bargaining unit position.
  - c. Nothing herein shall be construed to require the University to complete employment related evaluations or develop evaluative processes for Graduate Workers.

## ARTICLE 20: Employment Files

1. The University shall create electronic Employment Files for Graduate Workers to house documents related to their employment in bargaining unit positions. Such documents will include any employment related evaluations prepared by their Supervisor(s), if applicable, appointment letters, documentation of transfer or termination, and/or any documents issued to the Graduate Worker pertaining to disciplinary action related to such employment. Appointment letters generated through the Teaching Fellow System (TFS) shall be part of a Graduate Worker's electronic Employment Files but will be maintained within the TFS.
  - a. If a work evaluation is completed by a supervisor, it will be shared with the Graduate Worker and placed in their Employment File.
  - b. Graduate Workers may access their electronic Employment Files, including appointment letters maintained in TFS, twice per academic year. Access to Employment Files pursuant to this paragraph will be provided in a timely manner.

- c. Upon request by the Union or its Stewards, Graduate Workers may within five (5) days access their Employment File, including appointment letters maintained in TFS, as needed for cases including grievances and discipline.
- d. If a Graduate Worker disagrees with the information that is contained in the Employment File, the Graduate Worker may submit a written statement commenting upon the information. Such statement shall be maintained as part of the Employment File.
- e. Documentation or information that is generated as part of the grievance process (e.g., step answers) will not be part of the Employment File.

#### ARTICLE 21: Intellectual Property

- 1. The University shall post its intellectual property, commercialization, and patent policies on its website. The University also shall develop plain language versions of said policies and post them on its website. The University shall notify the Union of any changes to the names, and/or the language of these policies. The University also shall notify the Union if it creates any new policies concerning intellectual property, commercialization, and/or patents.
- 2. Graduate Workers may use instructional or pedagogical materials which they develop in a manner consistent with current practice which may include receiving approval to use the same from their supervisor. Such use includes but is not limited to: revision or reuse of materials in other teaching or instructional positions; circulation or publication of such materials; and submission of such materials for evaluation as part of any relevant requirements of their academic program.

#### ARTICLE 22: Temporary and Emergency Closures

- 1. Department Closings

In the event that, absent an Emergency Declaration as described in Section 2, below, a work unit (including but not limited to a lab group or a course) or department decides to temporarily close all or a position of its operation, Graduate Workers who hold teaching positions will not be expected to report to campus. Such individuals may be expected to perform work responsibilities related to their teaching assignments (e.g., grading) from a remote or alternative location during the closure.

Consistent with current practice, Graduate Workers who hold research positions should consult with their supervisor to ensure continuity of their research efforts, including whether they must perform work on campus during a closing. If such individuals are not required to perform work on campus, they may be expected to perform work responsibilities related to their research assignments from a remote or alternative location during the closure. Decisions to require Graduate Workers who hold research positions to work on-campus during a closure will be made based solely on legitimate operational needs, such as care of research animals and essential maintenance of research equipment and supplies.

## 2. University Closings

In the event the University President or the President's designee issues an Emergency Declaration that includes a full or partial closing of the campus, Graduate Workers who hold teaching positions will not be expected to report to campus. Such individuals may be expected to perform work responsibilities related to their teaching assignments (e.g., grading) from a remote or alternative location during the University closure.

Consistent with current practice, Graduate Workers who hold research positions should consult with their supervisor to ensure continuity of their research efforts, including whether they must perform work on campus during a University closing. If such individuals are not required to perform work on campus, they may be expected to perform work responsibilities related to their research assignments from a remote or alternative location during the temporary closure. Decisions to require Graduate Workers who hold research positions to work on-campus during a University closure will be made based solely on legitimate operational needs, such as care of research animals and essential maintenance of research equipment and supplies.

For the purposes of this section, the term "closing" includes full or partial closings, early dismissals, and delayed openings.

## 3. Extended Closings

In the event that a closing pursuant to sections 1 and 2 above lasts or is expected to last for three (3) business days or more and Graduate Workers who hold research positions will be required to work on campus during such closure, the parties will enter into impact bargaining upon request by the Union.

## 4. Salaried Graduate Workers Pay and Benefits

If the nature of a salaried Graduate Worker's work responsibilities makes it impossible for them to perform some or all of their work responsibilities from a remote or alternative location and/or the Graduate Worker is not required to perform on-campus work during a closure pursuant to Sections 1 and 2 above, they will be excused from work without suffering a loss of pay or benefits, and without a suffering a loss of any rights conferred by this Agreement. In such cases, salary and benefits will be continued throughout any such closure up to the remaining duration of the Graduate Worker's salaried position.

## 5. Hourly Graduate Workers Pay and Benefits

If the nature of a hourly Graduate Worker's work responsibilities makes it impossible for them to perform some or all of their work responsibilities from a remote or alternative location and/or the Graduate Worker is not required to perform on-campus work during a closure pursuant to Sections 1 and 2 above, they will be excused from work without suffering a loss of benefits, and without-a suffering a loss of any rights conferred by this Agreement. In such cases, benefits will be continued throughout any such closure up to the remaining duration of the Graduate Worker's hourly position.

## 6. Remote Work

In the event that the University temporarily decrees that non-remote work for a work unit (including but not limited to a lab group or a course) or department shall be converted into remote work for three (3) business days or more, the University will enter into impact bargaining with the Union.

## ARTICLE 23: Leaves of Absence and Paid Absences

### A. Leaves of Absence

#### 1. Current Leaves of Absence

The University shall maintain its current policies and procedures for leaves of absence available to students enrolled in Ph.D., MA/MS, or professional programs and apply them to Graduate Workers. Leaves pursuant to this paragraph will be subject to the current terms and conditions. The University may amend policies and procedures as well as the terms and conditions applicable to leaves pursuant to this paragraph. The University will provide the Union with notice of and an opportunity to discuss changes prior to implementation.

#### 2. Involuntary Medical Leaves

Graduate Workers shall have the right to meet with University representatives with a union representative present prior to being placed on an involuntary medical leave, if possible. The purpose of such meetings will be to discuss the reasons for the involuntary medical leave, the anticipated length of the leave, if available, and the terms and conditions necessary for reinstatement.

#### 3. Military Leave

The University shall comply with any applicable state, federal and other national laws governing military service and leaves.

#### 4. Union Leave

Union leaves will be granted for a maximum period of two (2) years, which may be taken continuously or discontinuously, and shall start concurrent to the beginning of the fall or spring semesters. There is no limit on the total number of leaves for the duration of this Agreement, but no more than ten (10) Graduate Workers will be on union leaves per semester. The Union shall advise the University in writing of the names of Graduate Workers who will be on such leaves at least ten (10) days before the start of any semester. Time spent out on a union leave pursuant to this section may be counted against time to which any Graduate Worker has a right under the relevant personal leave policies referred to in Section A(1). The University will record a union leave pursuant to this section as a personal leave for administrative purposes, only.



## 5. Miscellaneous

- a. A Graduate Worker may apply for open positions while on a leave of absence provided that their expected return date precedes the start date of the applicable position. The University may rescind an appointment if a Graduate Worker fails to return from leave on or before the start date of the position they have been awarded.
- b. Requesting or taking any leave of absence outlined in this section or elsewhere in this Agreement shall not affect the ability of a Graduate Worker to return to regular employment at Yale or enrollment in their academic program or programs and shall not prejudice the University or its faculty in any evaluation of a Graduate Worker.
- c. PhD Graduate Workers on unpaid medical leaves who prior to taking such leave received healthcare benefits as provided for in this Agreement will continue to receive all healthcare benefits included in this Agreement through the end of the semester in which the unpaid medical leave began. If the Graduate Worker extends their unpaid medical leave beyond that initial semester, they will continue to receive healthcare benefits for one additional semester. For the purposes of this Article, semesters will correspond to the enrollment periods for Yale Health coverage and not the academic calendar with Fall Term meaning August 1-January 31 and the Spring Term meaning February 1-July 31.
- d. The University will not contest Graduate Worker claims for Connecticut Paid Leave for any reason other than that the Graduate Worker has not met the state's eligibility requirements. The University does not make any representations with regard to the eligibility of any individual Graduate Workers for Connecticut Paid Leave at any given time.
- e. Graduate Workers who take Connecticut Paid Leave will be eligible to reenroll and/or resume their employment at the University subject to the terms and conditions set forth in University's current leaves policies and procedures as set forth in Section A(1) above.
- f. In the event that Graduate Workers who are enrolled in PhD programs are deemed ineligible for Connecticut Paid Leave, the parties will meet to renegotiate this provision.

## B. Paid Absences

### 1. Parental Support and Relief

The University will maintain its current Parental Support and Relief benefit for the duration of this Agreement, subject to the same terms and conditions. This benefit shall be available to Graduate Workers enrolled in Ph.D. programs, only.

### 2. Immigration Absence

Upon request, Graduate Workers shall be given five (5) days off per academic year in order to attend visa and immigration proceedings and any related matters for themselves, their children, their spouse, or their domestic partner. Graduate Workers shall provide as much advance notice as possible of such absences. Such requests will not be unreasonably denied. Graduate Workers who hold salaried positions shall not suffer a loss of pay or benefits while

absent pursuant to this paragraph. All other Graduate Workers will continue to receive benefits applicable to their respective job classification and may use any accrued paid vacation while absent pursuant to this paragraph.

Upon request, Graduate Workers shall be given forty (40) days off, in total for the duration of their coverage by the collective bargaining agreement, which may be taken continuously or discontinuously, in order to travel to their respective countries of citizenship to address issues related to their immigration or visa status. Graduate Workers will provide at least thirty (30) days' notice of absences pursuant to this paragraph as well as their expected return dates. Graduate Workers employed in teaching positions will make all reasonable efforts to take such time off during extended academic recesses. Graduate Workers who hold salaried positions will not suffer a loss of pay or benefits while absent pursuant to this paragraph. Graduate Workers who hold hourly positions will continue to receive all benefits applicable to their respective job classification while absent pursuant to this paragraph; such Graduate Workers also may use accrued vacation days while absent pursuant to this paragraph.

### 3. Bereavement Absence

A Graduate Worker shall be granted three (3) days off in cases of the death of an immediate family member, including but not limited to spouse, domestic partner, children, parents, parents-in-law, grandparents, grandchildren, siblings or persons of an equivalent relationship. Graduate Workers who hold salaried positions shall not suffer a loss of pay or benefits while absent pursuant to this paragraph. All other Graduate Workers will continue to receive benefits applicable to their respective job classification and may use any accrued paid vacation while absent pursuant to this paragraph.

### 4. Jury Duty

Graduate Workers who hold salaried positions shall suffer no loss of compensation and benefits while performing jury duty or other similar civic obligation. Graduate Workers who hold hourly positions also may be absent for the same purposes without pay; such Graduate Workers may use accrued vacation days while absent pursuant to this paragraph.

## ARTICLE 24: Graduate Housing

Graduate Workers who take medical or parental leave, or who are placed on involuntary medical leave, shall be able to stay in Yale-owned housing through the end of their rental agreement with the University provided that they continue to pay their rent and have not been prohibited from remaining on campus.

ARTICLE 25: Vacations and Holidays

1. Flexible practices around paid time off and approval of time off, where they exist, shall continue to be observed.

<p>Salaried Teaching Positions</p>	<p>Graduate Workers who work in salaried teaching positions shall not take time off during days when they perform their teaching and grading duties in the Fall or Spring Semesters or Summer Session, except in exceptional circumstances (including but not limited to sickness, major accident, and important professional requirements). The Graduate Worker in such a circumstance will communicate with the relevant Supervisor of their teaching in a timely manner to develop a plan for the Graduate Worker to satisfactorily perform their teaching duties on an altered schedule or provide coverage for their teaching duties.</p> <p>If a Graduate Worker who works in salaried teaching position is required by the University or by their Supervisor to work on any University holiday, they shall receive an equivalent floating holiday or holidays which may be used at any other point within the academic year in which it was earned. This paragraph shall not apply to Good Friday or to University recess days. Graduate Workers may not use floating holidays earned pursuant to this paragraph on days they are scheduled to teach or hold sections without approval by their Supervisor.</p>
<p>Full-Time Research Assistants -</p>	<p>Graduate Workers enrolled in PhD programs who work as salaried Research Assistants shall have the right to three (3) weeks (or fifteen (15) days) of time off during any academic year (August to July) which may be used for vacation, personal, or sick time in addition to the University holidays and recess periods as set forth in the Official Yale Holidays calendar (a total of 15 days), without any loss in pay or benefits. If, by the nature of their work or by their Supervisor, a Graduate Worker is required to work on a holiday or recess day as defined in this section, they will be entitled to an additional day off without loss of pay that may be used during the same academic year. Graduate Workers shall schedule such time off with the approval of their Supervisor. Approval shall not be unreasonably withheld.</p> <p>Graduate Workers may not roll over unused time off from one academic year to the next.</p>
<p>Hourly Positions</p>	<p>Hourly Graduate Workers shall have the right to:</p> <p>1 unpaid day off per semester (fall and spring), and</p> <p>1 unpaid day off per summer session.</p> <p>Hourly Graduate Workers may modify their work schedules with the approval of their supervisors to accommodate requests for time off. Approval shall not be unreasonably withheld.</p>

ARTICLE 26: Holidays and Recess

The University will continue to observe its present recognized holidays and recess periods.

ARTICLE 27: Religious and Cultural Holidays

Graduate Workers may request reasonable changes to their schedules or paid time off to accommodate observation of religious and cultural holidays not observed by the University. Such requests shall not be unreasonably denied.

ARTICLE 28: Wages and Compensation

PhD students are required or expected at certain points in their programs to work as Teaching Fellows and Research Assistants. In those periods, a portion of guaranteed total financial support for Teaching Fellows and Research Assistants, as set forth in Section 1, below, is treated as a salary and the remainder is treated as a stipend. The University is not required to bargain with respect to the stipend portion of total guaranteed financial support provided to graduate workers and/or the total guaranteed financial support provided to graduate students during periods when they do not hold positions in the Local 33 bargaining unit.

To minimize the administrative and negotiating complexity inherent in the intermittent bargaining-unit status of PhD students, the University is prepared, on a permissive basis, to:

- Negotiate minimum levels of total support provided by each academic unit named below to students who hold an appointment during a year of guaranteed support in the first year of this Agreement.
- Negotiate a minimum increase of total support for students who hold an appointment during this Agreement.

The University will retain discretion to determine, consistent with legal requirements, the amount of total financial support to be treated as salary for tax purposes provided that it does not fall below any other minimum compensation rate established by this Agreement.

1. GSAS PhD Stipends

Increase minimum stipends, inclusive of required teaching, effective with the start of the school's spring term for academic year 2023-24, as follows:

Hum/ Social Sciences	\$48,330
Phys Sciences	\$48,330
Bio Sciences	\$49,800
Management	\$50,800

Effective with the start of the school's fall term for academic years 2024-25, 2025-26, 2026-27 and 2027-28, increase minimum total support by 2.5%.

See Exhibit B, Wage Tables

## 2. GSAS and YC Teaching Fellowship (TF) Rates

The following TF rates will apply to Graduate Workers who serve in Salaried 10-Hour (TF10) and Salaried 20-Hour (TF20) classifications and are enrolled in the GSAS and/or a professional school and teaching in Yale College or the Graduate School of Arts and Sciences.

Effective with the start of spring term for academic year 2023-24, TF rates, whether included in a stipend or apart from it, will increase to the following:

TF10 \$5,400  
TF20 \$10,800

Effective with the start of the school's fall term for academic years 2024-25, 2025-26, 2026-27, and 2027-28:

Increase TF10 and TF20 rates by 2.5% annually.

See Exhibit B, Wage Tables

## 3. GSAS and Professional School Hourly Rates

Effective with the start of each school's spring term for academic year 2023-24 increase all hourly rates by \$1, subject to a minimum of \$19.50.

Effective with the start of each school's fall term for academic year 2024-25 increase all hourly rates by 50 cents, subject to a minimum of \$20.00.

Effective with the start of each school's fall term for academic year 2025-26 increase all hourly rates by 50 cents, subject to a minimum of \$20.50.

Effective with the start of each school's fall term for academic year 2026-27 increase all hourly rates by 50 cents, subject to a minimum of \$21.00.

Effective with the start of each school's fall term for academic year 2027-28 increase all hourly rates by 50 cents, subject to a minimum of \$21.50.

See Exhibit B, Wage Tables

## 4. Professional School and Summer Session Pay Rates

### a. Professional School Rates

See Section 3 above

Professional School Salaried 10-Hour and Salaried 20-Hour positions will be paid at the TF10 and TF20 rates as set forth in Section 2 above, subject to the Cost-of-Living Article.

The pay rates for Professional School positions classified as "Other Salaried" will be increased as set forth in Exhibit B, Wage Tables.

b. Summer Session Rates

The current Summer Assistant 1 (\$5,250) and Summer Assistant 2 (\$7,750) rates will be increased by 2% annually beginning with the 2024 Summer Session.

For Summer Sessions 2024, 2025, and 2026, Graduate Workers who serve as Instructors of Record in the Yale Summer Session will be paid at the TF20 rate as set forth in Section 2 above, subject to the Cost-of-Living Article.

For Summer Sessions 2027 and 2028, Graduate Workers who serve as Instructors of Record in the Yale Summer Session will be paid at the TF20 rate as set forth in Section 2 above subject to the Cost-of-Living Article plus \$1,000 dollars.

See Exhibit B, Wage Tables

ARTICLE 29: Cost of Living Adjustments

Effective on the salary adjustment dates indicated in this Agreement all amounts of minimum support for PhDs, GSAS and Yale College TF10 and TF20 rates; and the Family and Child(ren) Support Subsidy shall be further increased by a percentage equal to one-half (1/2) of the difference between four and a half percent (4.5%) and the twelve (12) month percentage change in the CPI-W from the second previous May to the immediate previous May. This adjustment will be made only if the CPI-W increased by more than four and a half percent (4.5%). CPI-W is the Revised CPI-W published by the U.S. Department of Labor, Bureau of Labor Statistics and will include revisions made to that index in the future.

ARTICLE 30: Top-Ups and Combined Awards

The University will continue to allow departments, schools, and programs to exceed minimum stipend rates consistent with current practice which includes the departments', schools', and programs' right to discontinue such 'top-ups' at their discretion with the following exceptions: Top-ups' already awarded to Graduate Workers will continue as described in their letter of admission.

The University will maintain its Combined Awards Policy consistent with current practice, which includes the University's right to update or amend the policy as it deems necessary. If the University updates or amends its Combined Awards Policy, it will notify and meet with the Union to discuss at least sixty (60) days in advance of implementation.

ARTICLE 31: Fees

The University shall not create or charge to any Graduate Worker any new fees that are designed to offset the wage and benefit improvements negotiated as part of this collective bargaining agreement. For the purposes of this provision, the term "fees" shall not be interpreted to include tuition.

## ARTICLE 32: PhD Family and Child(ren) Support Subsidy

The University will maintain the annual Family Subsidy at \$7,500 for PhD students with a child under the age of 18 and an additional \$2,500 per child for additional children under the age of six.

Effective with the start of each school's fall term for academic years 2025-26, 2026-27, and 2027-28, the PhD Family and Child(ren) Support Subsidy will be increased in accordance with the parties' Cost-of-Living Adjustment provision; for the avoidance of doubt, this provision will not result in an increase in all years.

## ARTICLE 33: Retirement Savings Plan

Salaried and Hourly Graduate Workers will be eligible to contribute to a Yale University Tax-Deferred 403(b) Retirement Savings Plan up to the maximum allowed by the Internal Revenue Service. Graduate Workers may choose for these contributions to be made as pre-tax contributions or Roth contributions.

## ARTICLE 34: Healthcare

### 1. Yale Health for PhDs

Graduate Workers enrolled in PhD programs may participate in the Yale Health basic student health services and Yale Health hospitalization/specialty care coverage and the University shall contribute one hundred percent (100%) of the coverage rates for such plans for the Graduate Worker, their legal spouse, and their eligible child(ren). See Exhibit C, Schedule of Health Care Benefits

### 2. Benefits Administration

All benefits provided by this Article are subject to the provisions of the applicable insurance policy or plan.

The University may change or renew the carriers used to provide any group insurance plan benefits or may self-insure any such benefits; 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 not diminish the benefits provided Graduate Workers by Yale Health except pursuant to agreement with the Union.

### 3. Benefit Elections

To the extent that Graduate Workers are eligible to elect benefits, the University will ensure that there will be sufficient enrollment opportunities to do so.

#### 4. Magellan Network

- i. The University will automatically extend mental/behavioral health services currently available through the Magellan Network to Graduate Workers' eligible dependent children if the children are enrolled in Yale Health Hospitalization/Specialty Care coverage and only while the Graduate Workers serve in bargaining unit positions.
- ii. The University will extend staff Employee Assistance Program coverage (through Optum) to PhD Graduate Workers and their spouses and covered dependents while they serve in bargaining unit positions.
- iii. If a Graduate Worker's covered dependent child is in treatment with a pediatric mental health care provider as of the date of the execution of the parties' collective bargaining agreement and such provider is not included in the Magellan Network, the University will continue to reimburse the Graduate Worker for such treatment, consistent with current practice, for a maximum period of one (1) year commencing effective January 31, 2024.

#### 5. Dental Insurance

Effective 10/1/24:

- i. The University will offer the attached plan to Graduate Workers enrolled in PhD programs. See Exhibit D, Schedule of Dental Benefits.
- ii. The University shall contribute eighty percent (80%) of the premium for single coverage for Graduate Workers enrolled in PhD programs.
- iii. The University shall contribute forty percent (40%) of the additional premium cost of single + one dependent or family coverage for the Graduate Workers enrolled in PhD programs who have begun their third year of enrollment as a student in their respective PhD program.

For example, if the premiums were \$52 per month for single coverage and \$92 per month for single + one coverage, the University would contribute \$41.60 per month for a Graduate Worker who is enrolled in a PhD program and elects single coverage (i.e., 80% of \$52) and the Graduate Worker would contribute the remaining \$10.40 per month. For a married Graduate Worker in the third year of their PhD program (or later) who elects single + one coverage, the University would contribute a total of \$57.60 per month (i.e., \$41.60 (80% of \$52) plus \$16 (40% of (\$92 - \$52))) and the Graduate Worker would contribute the remaining \$34.40 per month. For a married Graduate Worker who enrolls in single + one coverage in the first year of their PhD program, the University would contribute \$41.60 per month (80% of \$52) and the Graduate Worker would contribute the remaining \$50.40 per month.

- iv. The University will continue to offer the current student basic and enhanced dental plans may apply for reimbursement from the Health Care Fund for out-of-pocket health and dental care expenses subject to its terms and conditions including, but not limited to, meeting the eligibility requirements to receive disbursements.



6. Vision Insurance

Graduate Workers may participate in the EyeMed vision insurance plan administered by the University consistent with the current benefit offered to Graduate & Professional Students. \*

(See Exhibit E, Summary of Vision Benefits attached and current annual premium below):

Vision Current Annual Contribution\*\*

Coverage	G&P Vision
Single	\$82.02
2-Person	\$156.36
Family	\$229.56

\*Routine eye examinations, one per year, covered in Union and Student Hospitalization/Specialty Care Yale Health plans

\*Plans also include reimbursement for out-of-network frames, lenses, and contacts

\*\*Annual premium rates may increase annually.

7. Health Care Positions

The University will create one (1) new general health care navigator position to assist Graduate Workers in obtaining all health care services at Yale Health which shall be posted within three (3) months of execution of the parties' collective bargaining agreement. In addition to providing general health care navigation, this navigator will assist Graduate Workers in obtaining adequate gender affirming and reproductive health care services at the Yale Health Plan and any other facilities or providers with or to whom the University contracts or refers health care services.

The University shall employ at least two (2) Clinical Care Managers to assist Graduate Workers in obtaining mental health care services at the Yale Health Plan and any other facilities or providers with or to whom the University contracts or refers health care services.

The University will hire a second embedded mental health clinician who will provide care to Graduate Workers, which shall be posted within three (3) months of the execution of the parties' collective bargaining agreement.

The Union and the University must mutually agree to any reduction in the number of Clinical Care Managers (2), Health Care Navigators (1), or Embedded Mental Health Care Clinicians (2) serving Graduate Workers.

8. Abortion Care

The University will continue to provide abortion care to Graduate Workers eligible for Yale Health basic student health services, subject to legal requirements.

9. Translation Services

The University shall continue to provide translation and interpretation services for all medical appointments and services at its facilities upon request by a Graduate Worker consistent with current practice.

10. Joint Healthcare Committee

The Union and the University shall establish a Joint Health Care Committee comprised equally of members selected by the Union and the University that will meet quarterly. The Committee will endeavor to identify ways to optimize the patient experience at Yale Health and to enhance the quality of care and services it provides to Graduate Workers.

Among other things, the Committee shall:

- a. Review and analyze Yale Health utilization patterns and access and capacity measures that are relevant to Graduate Workers enrolled in Yale Health.
- b. Identify effective ways to gather feedback from Graduate Workers regarding their experiences at Yale Health.
- c. Make recommendations to the University concerning ways to optimize the Graduate Worker experience at Yale Health.

ARTICLE 35: Funds

Effective July 1, 2024, establish the following annual funds:

1. Family and Dependent Assistance Fund

The University will establish a Family and Dependent Assistance Fund in the amount of \$40,000 for each fiscal year of this Agreement. Graduate Workers who are not eligible to receive the annual PhD student Family Subsidy may apply for reimbursement from the fund of any out-of-pocket expenses relating to care for their children or other legal dependents. Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University. Unexpended funds may be rolled over from one year to the next for the duration of this Agreement.

2. Technology Fund

The University will establish a Technology Fund in the amount of \$40,000 for each fiscal year of this Agreement. Graduate workers may apply for funds to purchase a laptop or other technology for their bargaining unit work or for funds to repair a laptop or other technology that they use for their bargaining unit work. Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to

approval by the University. Unexpended funds may be rolled over from one year to the next for the duration of this Agreement.

3. International Fund

The University shall establish an International Graduate Workers Legal Assistance Fund in the amount of \$40,000 for each fiscal year of this Agreement. Graduate Workers may apply for reimbursement from the fund of any out-of-pocket legal expenses relating to visa and immigration proceedings and any related matters, including reimbursements for SEVIS and visa renewal fees, for themselves, their children, their spouse, or their domestic partner at any point in the calendar year of their appointment in a bargaining unit position. Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University. Unexpended funds may be rolled over from one year to the next for the duration of this Agreement.

4. Health Care Fund

The University will establish a Health Care Fund in the amount of \$300,000 for each fiscal year of this Agreement. Graduate Workers may apply for reimbursement from the fund for out-of-pocket health and dental care expenses. The University shall distribute funds to Graduate Workers in accordance with procedures, policies and requirements established by the Union, subject to approval by the University. Unexpended funds may NOT be rolled over from one year to the next for the duration of this Agreement.

5. Fund Reports

The University shall provide the Union with regular reports consistent with the policies and procedures of each fund, listing the names of Graduate Workers who received distributions from the above-referenced funds. The reports also will include the amounts and date of each such distribution.

6. Procedures, Policies, and Requirements

The parties shall meet no later two (2) months after the execution of this Agreement to discuss the procedures, policies, and requirements for the Funds, provided that the Union shall be responsible for all ministerial duties associated with processing applications for Fund benefits.

7. Dispute Resolution

If the parties are unable to agree on the procedures, policies and requirements concerning the distribution of funds pursuant to this section the matter shall be submitted to mediation for resolution.

#### ARTICLE 36: Severability

In the event that any provision of this Agreement should be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. Both parties agree that the subject matter of any provision found to be invalid shall be renegotiated for the purpose of replacing the invalidated provision with a valid substitute that most nearly achieves the same objective. In the event the parties are unable to agree on a substitute, the matter shall be submitted to mediation in order to formulate a substitute provision that accomplishes the purposes of the preceding sentence.

#### ARTICLE 37: No Strike/No Lockout

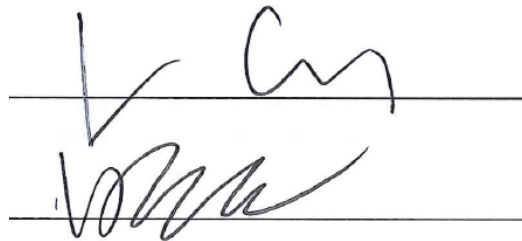
1. The parties recognize the need for uninterrupted operation of the University and agree that there should be no interference with such operation.
2. During the term of this Agreement the University will not lock out any Graduate Worker.
3. During the term of this Agreement, there shall be no strikes, work stoppages, slowdowns, or picketing which results in any cessation of work by any Graduate Worker, by another University employee, or any person doing business with the University, or any other interference with the operation of the University by the Union or any Graduate Worker.
4. A Graduate Worker may choose to refuse to cross a lawful, primary picket line established by any other labor union representing University employees as a result of a dispute between the University and such labor union regarding the terms of an initial or modified collective bargaining agreement between the University and such labor union. Nothing in paragraphs 1 or 3 above shall be interpreted to limit the Graduate Worker's right in this regard. The Union shall not discipline any Graduate Worker who chooses to cross such a picket line. The University shall not discipline or discharge any Graduate Worker who chooses to refuse to cross such a picket line. An exercise by the University of its right to replace any such Graduate Worker to the extent permitted by the National Labor Relations Act, as amended, shall not be construed as disciplinary action.
5. A Graduate Worker who violates this Article shall be subject to disciplinary action, up to and including discharge.

ARTICLE 38: Duration

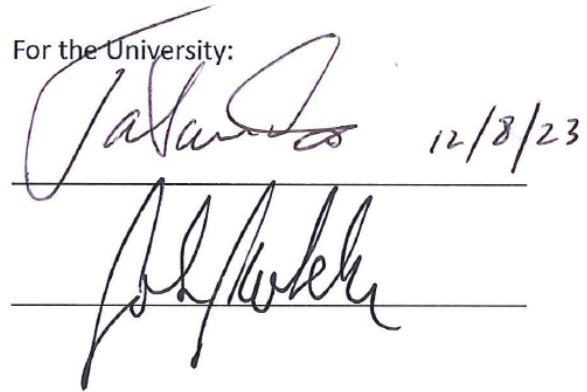
1. This Agreement shall be effective upon ratification on December 16, 2023, and shall remain in full force and effect until 12:01 a.m. on July 31, 2028, and from year to year thereafter unless notice of a desire to modify or terminate this Agreement is given by either party to the other terminated in accordance with the provisions of Paragraph 3 of this Article.
2. The parties will begin to meet no later than January 31, 2028 in order to negotiate the terms of the next Agreement with the mutual goal of the parties to complete negotiations for any successor agreement prior to the expiration date of the contract.
3. This Agreement shall remain in effect unless either party provides notice, in writing, of its desire to modify or terminate the Agreement no later than (Six-Months Prior to Expiration); provided, however, that where neither party gives such notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing, of a desire to terminate or modify the Agreement, at least ninety (90) calendar days thereafter (but no earlier than July 31, 2028. The parties agree to meet within fifteen (15) days after the date of receipt of such notice to consider the making of a new Agreement.

IN WITNESS WHEREOF the parties hereto affix their signatures by their duly authorized representatives:

For the Union:



For the University:



Miss = 이틀째

James Pons

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JAKE THRASHER

Paul Roberts

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Arifa Aalyan

Clayton

Butler

Patrick S. King

Ch. Tom

Robert Hayes-Meyers

Vannessa Mary Ann

Stephanie Spangler

Bruce King

## 9000.1 Yale University Equal Opportunity Statement

The University is committed to basing judgments concerning the admission, education, and employment of individuals upon their qualifications and abilities and affirmatively seeks to attract to its faculty, staff, and student body qualified persons of diverse backgrounds. In accordance with this policy and as delineated by federal and Connecticut law, Yale does not discriminate in admissions, educational programs, or employment against any individual on account of that individual's sex, sexual orientation, gender identity or expression, race, color, national or ethnic origin, religion, age, disability, status as a special disabled veteran, veteran of the Vietnam era or other covered veteran.

University policy is committed to affirmative action under law in employment of women, minority group members, individuals with disabilities, special disabled veterans, veterans of the Vietnam era, and other covered veterans.

Inquiries concerning this policy may be referred to the Office of Institutional Equity and Accessibility: [equity@yale.edu](mailto:equity@yale.edu); 203-432-0849; or 100 Wall Street, William L. Harkness Hall, 3<sup>rd</sup> Floor.

Title IX of the Education Amendments of 1972 protects people from sex Discrimination in educational programs and activities at institutions that receive federal financial assistance. Questions regarding sexual Harassment, sexual misconduct and Title IX may be referred to the University's Title IX Coordinator, Elizabeth Conklin: [titleix@yale.edu](mailto:titleix@yale.edu); or 203-432-6854.

Inquiries may also be made to the U.S. Department of Education, Office for Civil Rights, 8th Floor, 5 Post Office Square, Boston MA 02109-3921; telephone 617-289-0111, fax 617-289-0150, TDD 800-877-8339, or [ocr.boston@ed.gov](mailto:ocr.boston@ed.gov).

## 9000.2 Accessing Campus Resources and Reporting

### A. Informal Resolution

In a diverse academic community, disagreements and conflicts may arise, which may or may not rise to the level of a violation of this policy. Many issues can be resolved by direct communication between the individuals involved. This is particularly true when there is no power disparity between the parties involved. Seeking the help of a third person to assist with the conversation (such as a supervisor, department chair, Discrimination and Harassment Resource Coordinator, dean, or similar person) can be helpful. Respectful dialogue regarding the issue may bring about appropriate resolution.

### B. Resources for Dialogue, Support, Informal Resolution, and Investigation

The University offers a variety of resources that may be helpful in resolving an individual's concerns by determining an appropriate and supportive course of action. A complete list of resources is available online. As described herein, the Discrimination and Harassment Resource Coordinators, the Office of Institutional Equity and Accessibility ("OIEA"), and the Title IX Coordinators specifically have been charged by the University with receiving and responding to concerns about Discrimination, Harassment, and Retaliation under this policy.

### Discrimination and Harassment Resource Coordinators

Discrimination and Harassment Resource Coordinators<sup>3</sup> have been identified by the Dean of each college and school as community members with the responsibility to receive concerns and offer advice and guidance related to diversity and inclusion, Discrimination and Harassment, Retaliation, and equal

opportunity. Discrimination and Harassment Resource Coordinators may also help facilitate informal resolution. This may be an individual’s best “first step” in discussing a concern related to Discrimination, Harassment, or Retaliation, particularly as Discrimination and Harassment Resource Coordinators will be knowledgeable about resources specific to their school or college. [Discrimination and Harassment Resource Coordinators](#).

### **The Office of Institutional Equity and Accessibility (“OIEA”)**

Any individual who would like to report a concern of Discrimination, Harassment and/or Retaliation may contact the Office of Institutional Equity and Accessibility (“OIEA”). OIEA staff are available to discuss concerns, University resources, and options for resolution, including informal resolution. Where appropriate, OIEA staff are also available to conduct investigations into complaints of Discrimination, Harassment, and/or Retaliation committed by faculty or staff members.<sup>4</sup> Talking with someone at OIEA about a concern or making a complaint does not automatically launch an investigation. It can, however, be an important step to alerting the University about a concern and getting assistance to resolve it.<sup>5</sup> [Office of Institutional Equity and Accessibility](#).

### **Title IX Coordinators**

Title IX Coordinators are available to consult with members of the community about their concerns and questions related to sex- or gender-based Discrimination or sexual misconduct. Coordinators can review options, identify supportive measures, and connect individuals with other campus resources, such as the [SHARE Center](#) or the [Yale Police](#). Yale College, the Graduate School of Arts and Sciences, and the professional schools have each designated a senior administrator or faculty member as a Deputy Title IX Coordinator. The Title IX Coordinator within your school or unit may be best able to help you. You may, however, contact any of the Title IX Coordinators. [Title IX Coordinators](#).

### **Notes**

<sup>1</sup> Consistent with federal law and guidance, national origin includes an individual’s actual or perceived: (i) shared ancestry or ethnic characteristics; or (ii) citizenship or residency in a country with a dominant religion or distinct religious identity. (See, United States Department of Education Office for Civil Rights Dear Colleague Letter, November 7, 2023.)

<sup>2</sup> Yale’s policies and procedures related to Discrimination, Harassment, and Retaliation are not intended to infringe free speech or the free expression of ideas.

<sup>3</sup> Formerly “Deans’ Designees.”

<sup>4</sup> For concerns regarding students (i.e., where a student is identified as the person accused of misconduct), OIEA generally will refer the matter pursuant to the established procedures within each college or school for addressing student conduct.

<sup>5</sup> An individual may request that the University not disclose their identity to anyone else, including the person accused of misconduct. The University strives to preserve the privacy of information shared where maintaining such privacy does not conflict with Yale’s obligation to appropriately respond to reports and eliminate Discrimination, Harassment, and/or Retaliation.



## Exhibit A: Recognition

The bargaining unit will include:

1. All students enrolled in the Graduate School of Arts and Sciences (GSAS) in Ph.D. and Masters' degree programs, including those enrolled in Ph.D. programs affiliated with a professional school, who are:
  - a. Teaching Fellows (any job type)
  - b. Teaching within GSAS, Yale College, and/or any professional school with the job type of Grader Without Contact, Grader/Tutor, Discussion Section Leader, Lab Leader, Part-Time Acting Instructor, Teaching Assistant, Summer Assistant 1, Summer Assistant 2, or Summer Session Instructor of Record
  - c. Writing Fellows
  - d. Project Assistants
  - e. Primary and Secondary Research Assistants, including those on University Fellowship, Training Grants, and Individual Fellowships
2. All students enrolled in any other professional degree program at Yale University who are:
  - a. Teaching Fellows (any job type)
  - b. Teaching within GSAS, Yale College, and/or any professional school with the job type of Grader Without Contact, Grader/Tutor, Discussion Section Leader, Lab Leader, Part-Time Acting Instructor, Teaching Assistant, Summer Assistant 1, Summer Assistant 2, or Summer Session Instructor of Record
  - c. Writing Fellows
3. All enrolled non-degree students who are
  - a. Teaching Fellows (any job type)
  - b. Teaching within GSAS, Yale College, and/or any professional school with the job type of Grader Without Contact, Proctor/Grader, Grader/Tutor, Discussion Section Leader, Lab Leader, Part-Time Acting Instructor, Teaching Assistant, Summer Assistant 1, Summer Assistant 2, or Summer Session Instructor of Record
  - c. Writing Fellows

Excluded:

- a. All other non-degree students
- b. All first-year students enrolled in the School of the Environment and appointed as Research Assistant – University Fellowship (or similar position)
- c. All students enrolled in the PhD program in the School of the Environment and appointed as Research Assistant – University Fellowship (or similar position)
- d. All first-year students enrolled in the School of Engineering and Applied Sciences (excepting those in Computer Science) or the Combined Program in Biology and Biomedical Sciences and appointed as Research Assistant (or similar position)
- e. All RAs – Investigative Medicine
- f. Teaching Assistants in School of Management courses with a duration of less than one (1) semester.
- g. All other workers, proctors, traveling proctors, office clericals, managers, guards, and supervisors as defined in the Act.

**Exhibit B: Wages**

**Local 33 Wage Tables**

**PhD Minimum Salary + Stipend (Salaried/Stipend 12 & 9 Month)**

<b>Division</b>	<b>Spring Semester 2024 Raise</b>	<b>Fall Semester 2024 Raise</b>	<b>Fall Semester 2025 Raise</b>	<b>Fall Semester 2026 Raise</b>	<b>Fall Semester 2027 Raise</b>
Humanities, Social Sciences, Physical Sciences	\$48,330	2.5% (\$49,538)	2.5% (\$50,777)	2.5% (\$52,046)	2.5% (\$53,347)
Biological Sciences	\$49,800	2.5% (\$51,045)	2.5% (\$52,321)	2.5% (\$53,629)	2.5% (\$54,970)
Management	\$50,800	2.5% (\$52,070)	2.5% (\$53,372)	2.5% (\$54,706)	2.5% (\$56,074)

**TF10, TF20, Salaried 10-Hour, Salaried 20-Hour, Other Salaried**

<b>Job Type</b>	<b>Spring Semester 2024 Raise</b>	<b>Fall Semester 2024 Raise</b>	<b>Fall Semester 2025 Raise</b>	<b>Fall Semester 2026 Raise</b>	<b>Fall Semester 2027 Raise</b>
TF10	\$5,400	2.5% (\$5,535)	2.5% (\$5,673)	2.5% (\$5,815)	2.5% (\$5,961)
TF20	\$10,800	2.5% (\$11,070)	2.5% (\$11,347)	2.5% (\$11,630)	2.5% (\$11,921)
Salaried 10-Hour	\$5,400	2.5% (\$5,535)	2.5% (\$5,673)	2.5% (\$5,815)	2.5% (\$5,961)
Salaried 20-Hour	\$10,800	2.5% (\$11,070)	2.5% (\$11,347)	2.5% (\$11,630)	2.5% (\$11,921)
Other Salaried	Prorated to 10- or 20-Hour rate	Prorated to 10- or 20-Hour rate	Prorated to 10- or 20-Hour rate	Prorated to 10- or 20-Hour rate	Prorated to 10- or 20-Hour rate

**Summer Session Pay**

<b>Position</b>	<b>Summer 2024 Raise</b>	<b>Summer 2025 Raise</b>	<b>Summer 2026 Raise</b>	<b>Summer 2027 Raise</b>	<b>Summer 2028 Raise</b>
Summer Assistant 1	2% (\$5,355)	2% (\$5,462)	2% (\$5,571)	2% (\$5,683)	2% (\$5,796)
Summer Assistant 2	2% (\$7,905)	2% (\$8,063)	2% (\$8,224)	2% (\$8,389)	2% (\$8,557)
Summer Session Instructor of Record	\$10,800	\$11,070	\$11,347	\$12,630	\$12,921

## Hourly Pay

	<b>Spring Semester 2024 Raise</b>	<b>Fall Semester 2024 Raise</b>	<b>Fall Semester 2025 Raise</b>	<b>Fall Semester 2026 Raise</b>	<b>Fall Semester 2027 Raise</b>
Minimum Hourly Pay	\$19.50/hour	\$20.00/hour	\$20.50/hour	\$21.00/hour	\$21.50/hour
Positions that are above the minimum	\$1/hour	\$0.50/hour	\$0.50/hour	\$0.50/hour	\$0.50/hour

**Exhibit C: Health Care Benefits**

**Schedule of Healthcare Benefits**

<b>Plan Features</b>	<b>Coverage</b>
<b>Lifetime maximum benefit per person</b>	<b>Unlimited</b>
<b>Annual out-of-pocket limit</b>	<b>\$1,000 per person for hospital admission and surgical procedure copayments combined.</b> <b>Maximum of \$6,350 single/\$12,700 family</b>
<i>Wellness Benefit</i>	
<b>Routine physical exam</b>	<b>100%</b>
<b>Routine gynecological exam</b>	<b>100%</b>
<i>Vision Care</i>	
<b>Routine eye examinations</b> including refraction	<b>100%</b>
Maximum benefit per consecutive 12-month period	<b>1 exam</b>
<i>Clinician Services</i>	
<b>Visits to primary care clinician</b>	<b>100%</b>
<b>Specialist visits at the Yale Health Center</b> excluding allergists	<b>100%</b>
<b>Allergist visits at the Yale Health Center</b>	<b>\$25 copay</b>
<b>Specialist visits outside of the Yale Health Center</b>	<b>\$20 copay</b>
<b>Walk-in clinics non-emergency visit</b> other than Yale Health Center Acute Care	<b>Not covered</b>
<b>Physician services for inpatient facility and hospital visits</b>	<b>100%</b>
<b>Allergy testing and treatment</b>	<b>100%</b>
<b>Allergy injections</b> not including the cost of the serum	<b>100%</b>
<b>Immunizations</b> other than those required for travel and pre-entrance requirements	<b>100%</b>
<b>Travel consultations and immunizations</b> Travel consultations and immunizations can be provided by Yale Health Student Health on a fee-for-service basis.	<b>Not covered</b>
<i>Emergency Medical Services</i>	
<b>Hospital emergency facility</b>	<b>\$50 copay per visit</b>
<b>Non-emergency care in a hospital emergency room</b>	<b>Not covered</b>

<i>Urgent Care Services</i>	
Urgent medical care at Yale Health Center Acute Care	100%
Urgent medical care at any other facility in CT	Not covered; urgent care services in CT are only covered at the Yale Health Center
Urgent medical care outside of CT provided the visit meets the plan definition of an emergency or urgent condition	\$50 copay per visit
<i>Outpatient Diagnostic and Preoperative Testing</i>	
Diagnostic and preoperative testing	100%
Complex imaging services	100%
Diagnostic laboratory testing at any Quest Diagnostics facility in New England	100%
Diagnostic X-rays	100%
<i>Outpatient Surgery</i>	
Outpatient Surgery	\$100 copay
<i>Inpatient Facility Expense</i>	
Hospital facility expense	\$200 copay per admission
Inpatient care at Yale Health Center	100%
<i>Infertility Treatment</i>	
Basic infertility expense	100%
Comprehensive infertility expense	100% limitations apply
<i>Mental Health &amp; Counseling/Substance Abuse</i>	
Inpatient treatment of mental disorders	\$200 copay per admission
Outpatient treatment of mental disorders	100%
Outpatient treatment of mental disorders for covered dependent children	100%
Inpatient treatment of alcoholism and substance abuse	\$200 copay per admission
Outpatient treatment of alcoholism and substance abuse	100%
Residential treatment facility	\$200 copay per admission
<i>Obesity Treatment Surgical and Non-Surgical</i>	
Outpatient obesity treatment	Not covered
Inpatient morbid obesity surgery includes surgical procedure and acute hospital services	Not covered
<i>Transplant Services</i>	
Transplant facility expense and physician services	\$200 copay per admission

<i>Other Covered Health Expenses</i>	
<b>Breast pumps</b> when requested within 60 days of the child's birth	<b>Yale Health will provide one electric breast pump every 3 years<sup>1</sup></b>
<b>Cardiac Rehabilitation</b>	<b>36 visits per year, 20% co-insurance</b>
<b>Chemotherapy</b>	<b>100%</b>
<b>Chiropractic Service</b> only covered in Connecticut	<b>50% co-insurance</b>
<b>Durable medical and surgical equipment</b>	<b>90% per item</b>
<b>Ground, air or water ambulance</b>	<b>100%</b>
<b>Hearing aids</b>	<b>100%, one every 24 months</b>
<b>Infusion therapy</b>	<b>100%</b>
<b>Oral and maxillofacial treatment</b> mouth, jaws and teeth	<b>100% up to a maximum of \$5000 per year</b>
<b>Physical Therapy</b>	<b>100%</b>
<b>Prosthetic devices</b>	<b>90%</b>
<b>Radiation therapy</b>	<b>100%</b>
<b>Speech Therapy</b>	<b>Covered at 100% up to a maximum of 40 visits per year</b>
<b>Gender Affirming Care Services</b>	<b>100%</b> Eligibility guidelines apply

<sup>1</sup> The cost of another breast pump, other than the model provided by Yale Health, may be eligible for reimbursement of up to \$100.

<i>Other Benefits</i>	
<b>Inpatient rehabilitation (non-psychiatric)</b>	<b>100% after \$200 copay per admission; 90-day lifetime maximum</b>
<b>Home health care, outpatient</b>	<b>100%, limit of 100 days per plan year</b>
<b>Hospice care, inpatient, and outpatient</b>	<b>100%, maximum of 180 days</b>
<b>Private duty nursing, inpatient</b>	<b>Not covered</b>

<b>Per Prescription Copay</b>	<b>Network</b>	<b>Out-of-Network</b>
<i>Tier 1 prescription drugs</i>		
<b>For each 30-day supply</b>	<b>\$10</b>	<b>The greater of 20% of the price of the drug or the copay</b>
<i>Tier 2 prescription drugs</i>		
<b>For each 30-day supply</b>	<b>\$30</b>	<b>The greater of 20% of the price of the drug or the copay</b>
<i>Tier 3 prescription drugs</i>		
<b>For each 30-day supply</b>	<b>\$45</b>	<b>The greater of 20% of the price of the drug or the amount you would pay at the Yale Health Pharmacy</b>
<i>\$0 (Free)</i>		
<b>Generic birth control pills, related devices and emergency contraception</b>	<b>\$0</b>	<b>20% of the price of the drug</b>

**Exhibit D: Dental Benefits**

**Schedule of Dental Benefits**

	<u>PPO</u>	<u>Premier/Non-Par</u>
<b>Calendar Year Deductible</b>		
P&D Services	No Deductible	No Deductible
Basic Services	No Deductible	No Deductible
Major Services (Separate Deductible)	No Deductible	No Deductible
<b>P&amp;D Services</b>		
Cleanings	100%	100%
Exams	100%	100%
X-Rays	100%	100%
Fluoride Treatment	100%	100%
Space Maintainers	100%	100%
<b>Basic Services</b>		
Fillings	80%	80%
Simple Extractions	80%	80%
Sealants	100%	100%
Oral Surgery	80%	80%
Periodontal Maintenance	100%	100%
Periodontal (other than maintenance)	N/A	N/A
Root Canals (Endodontics)	80%	80%
<b>Major Services</b>		
Crowns & Gold Restorations	50%	50%
Bridgework	N/A	N/A
Full & Partial Dentures	N/A	N/A
Repair of Dentures	80%	80%
Major services replacement frequency	5 years	5 years
<b>Annual Maximum (per person)</b>	\$2,500	\$2,500
<b>Orthodontics</b>		
Children to age 19	50%	50%
Adults	N/A	N/A
Lifetime Maximum	\$1,000	\$1,000
Estimated Fully Insured Rates		



One Party	\$52.06*
Two Party	\$92.13*
Three Party	\$140.56*

**\*These rates are estimates that are subject to change.**

**Exhibit E: Vision Benefits**

**Schedule of Vision Benefits**

	<b>Union EyeMed Enhanced</b>
Exam*	\$15 copay in-network/up to \$35 reimbursement out of network
Retinal Imaging	Up to \$39 in network
Contact Lens Fit/Follow-Up	Up to \$40 for standard, 10% of retail for premium in-network
Frame	\$0 copay, 20% off balance over \$200 allowance in-network
Lenses (single, bifocal, trifocal)	\$0 copay in network
Contacts	85% of retail price applied to remaining balance in network (100% for disposable); \$0 copay for medically necessary
Frequency: Exam	Once every year
Frequency: Lenses, frames, contacts	Once every year
*Routine eye examinations, one per year, covered in Student Hospitalization/Specialty Care Yale Health plans	

Side Letter on COVID Testing Programs

Graduate Workers will be eligible for any free COVID testing kits or programs offered by Yale to its staff members and students. The University will notify the Union when any such programs are discontinued. The parties acknowledge that any such program(s) may be modified or discontinued by the University at any time.

For the Union:

For the University:

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Side Letter on Health and Safety Committee

The parties agree that the Joint Health and Safety Committee will continue to have equal representation between the Unions (Locals 35, 34, and 33) and the University. The University and Local 33 will meet as soon as practicable to discuss changes in the composition of the Committee in line with all relevant Collective Bargaining Agreements and with the shared interest of reaching a size and composition of the Committee that all parties can reasonably implement. If no agreement is reached by May 31, 2024, an interim composition of one (1) additional position appointed by Local 33 and one (1) additional position appointed by the University shall be implemented effective June 1, 2024 and the parties will continue to discuss and finalize the composition of the Committee.

For the Union:

For the University:

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Side Letter on Continuing Recognition

1. In the event that the National Labor Relations Board decides that it lacks jurisdiction or otherwise declines jurisdiction over the employees covered by the parties' Collective Bargaining Agreement, the University shall continue to recognize and bargain with the Union through December 31, 2031.

2. Any disputes over the interpretation or application of this Memorandum of Agreement shall be submitted to expedited and binding arbitration, with \_\_\_\_\_ serving as the arbitrator. If he or she is unavailable to serve within fourteen (14) calendar days of notification then \_\_\_\_\_, or another mutually acceptable person, shall be the arbitrator. In the event that neither named arbitrator is available, the parties shall select an arbitrator, by alternate striking, from a panel of seven arbitrators provided by the Federal Mediation and Conciliation Service who are members of the National Academy of Arbitrators and who reside in Connecticut or Massachusetts. The arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the noncompliant party to comply with this Agreement. The United States District Court for the District of Connecticut shall have exclusive jurisdiction in any action concerning arbitration under this Agreement, unless the federal court lacks or declines jurisdiction, in which case the appropriate Connecticut state court shall have jurisdiction. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding, and furthermore consent to the entry of any order of the arbitrator as the order or judgment of the court, without entry of findings of fact and conclusions of law. The arbitrator or court shall have the authority to issue orders to maintain the status quo pending arbitration, and posting of bond shall not be required. In no event, however, will the arbitrator and/or court have the authority to require the University to recognize and/or bargain with the Union at any time after December 31, 2031. Any party who unsuccessfully resists arbitration or an arbitration award under this Agreement shall be liable for the other party's legal fees and expenses for enforcement.

3. This Agreement is made without precedent and may not be entered into any forum, for any reason, except to enforce its terms consistent with paragraph 2 above.

4. This Agreement will automatically expire on December 31, 2031, and the University is not obligated to recognize and/or bargain with the Union after December 31, 2031.

5. The parties agree and acknowledge that Recognition is a permissive subject of bargaining, and that the University is not obligated to engage in negotiations to renew, extend, and/or otherwise modify this Agreement.

For the Union:

For the University:

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