

Locals 34 and 35 Contract Settlement

LOCAL 34 ISSUES

Salaries

Elimination of steps one and two, bonus step included in salary structure

Steps one and two are being eliminated, and everyone is being slotted at their new step prior to the across the board increases being applied. The former seniority bonus step is being reincorporated as a regular step. So now, instead of having 12 steps and a bonus step, we have 11 steps.

Across the board raises

2002	2003	2004	2005	2006	2007	2008	2009
4%	5%	4%	4%	5%*	5%*	5%*	5%*

*Half the value of the January 2006-January 2009 increases will be paid beginning in January, with the full increase being paid 26 weeks later.

All raises are compounded. Over the life of the contract, individual raises range from 43.5% (if you are already maxed out) up to over 60% (if you receive steps every year). These figures do **not** include any money from the labor grade E upgrades.

Labor Grade E

There will be a new labor grade E. An outside consultant, jointly-chosen by Local 34 and Yale, will review the jobs in labor grade D, set the dividing line between grades D and E, and make an initial determination of who will be placed in the new grade. No less than 7% (about 200) or more than 10% (about 300) of positions in the bargaining unit will be initially placed in Labor Grade E. No one can be downgraded as a result of the initial placement process. No one who refuses to participate in the process will be upgraded. There will be a rapid appeal procedure for anyone who disagrees with the initial placement decision. The appeal will be to a joint Local 34-Yale board, with the deciding vote cast by a representative of the consultant. The entire process will be complete by the end of December 2004.

The salary increase resulting from upgradings resulting from the initial placement process shall be paid in two parts. In January 2005, each upgraded employee will be placed halfway to the full upgraded rate. In January 2006, everyone will move to the full upgraded rate.

Labor Grade A

We and Yale will do an accelerated individual job audit review of Labor Grade A incumbents within six months after ratification. These reviews may be done as desk audits without formal applications, interviews or site visits. Where a written survey is necessary, a custom-designed, shorter questionnaire may be used by joint agreement.

Updating and maintaining the job description system; general audit procedure

An audit may result in classification in a new title when there is no existing title in the appropriate labor grade and job family.

In lieu of or in addition to the standard job description questionnaire, custom-designed, shorter questionnaires may be used for particular job titles, classifications, or types of work by joint agreement.

Upon completion of the initial Labor Grade E placement process, Local 34 and Yale may jointly agree to a similar process for the other labor grades.

Market adjustments

We have agreed to a new, much-fairer formula for increasing the salaries of incumbent employees when Yale offers new hires high rates in classifications where Yale salaries are below the market.

New Job Security protections

For all layoffs, time in IEP is raised from 12 months to 15 months for employees with 6 or more years of service. Anyone with more than 15 years of service who does not find a position by the expiration of their IEP time will receive a lump sum amount equal to 1 week for every 2 years of completed service.

In any case where a Staff Member facing layoff is at least fifty, but less than fifty-five years old, the Staff Member, if she would have twenty years of service by the time she turns fifty-five, may continue in the IEP until age fifty-five and take early retirement.

Where a large (25 or more people) layoff is planned, Yale must give at least 6 months notice and 18 months pool time, including special access to training. Anyone not placed will also get one-half of either the training grant option (one half of six months of salary = 3 months of salary) or the salary and benefit continuation option (one week of pay for every two years of service).

Casuals and Temps; 6-9 month jobs

Six to nine month jobs can be created, with prorated benefit coverage and IEP-B eligibility.

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

Automatic notification and automatic payroll cutoff after twenty (20) weeks for a casual or twenty-six (26) weeks for a temporary employee, except for an individual covering a leave of absence. Applies whether the individual is paid by Yale or an outside agency.

Training

Three days of paid release time per year for job skills training, increasing to four days per year in July 1, 2004. Create a joint training committee to expand training opportunities.

Leaves of Absence

We will be paid for holidays and recess days that fall in the paid part of our leaves. The rolling advance will only be deducted if the absence will run over a month and the person has less than two weeks of paid time left. We can use the paid time off that we accrue during the paid portion of our leaves.

Union, grievances

Changes to improve grievance procedure. 1500 hour release pool for union work. Discipline older than 18 months cannot serve as a basis for progressive discipline, except in cases of serious misconduct, including but not limited to sexual harassment or violence in the workplace.

Payroll and Rolling Advance

We will likely move to a weekly payroll during this contract and end the rolling advance.

Temporary Transfer

Clarification to insure payment when covering higher-level work.

Best Practices

We and Yale will create a number of joint committees to improve the University's overall quality, efficiency and workplace culture. Committees will meet on work time. "Best Practices" structures will include a Policy Board, consisting of the Presidents of Local 34 and 35, the Vice President for Finance and Administration, and the COO of the Medical School; Joint Departmental Committees, which will work to resolve local work systems and workplace problems; and a joint Initiative Steering Committee. Initiatives to improve workplace practices in departments or areas will be funded by the Vice President for Finance and Administration's office. We will also have a Joint Labor Relations Training and Education Program and a Joint Problem Solving Committee, which will provide a process for timely, non-confrontational resolution of problems.

Bonuses

Beginning in January 2005, Joint Departmental Committees may implement programs of bonuses of up to \$500 for Staff Members. Standards for the award of these bonuses will be set by the joint committees.