



Local 33 **UNITE HERE!**

2023

Tentative Agreement Summary

STRONG CONTRACT = STRONG UNION

We are so excited to share with you this summary of the complete tentative agreement (TA) for a first contract we have negotiated with Yale University.

Just over 15 months ago, we kicked off the card drive to win our union. Within weeks we had collected more than 3,000 signed union cards. Then, on November 30 and December 1, 2022, 91 percent of Yale Graduate Workers voted **Yes** in our recognition election. After more than three decades of organizing, Graduate Workers were finally able to sit across the table from Yale's representatives and start bargaining for a contract in March 2023.

Now, after nine months of intensive bargaining, we have a tentative agreement that raises the industry standard for graduate teachers and researchers. This document reflects all of our collective efforts; we would not be at this point without the dedication, energy, and organizing that so many Graduate Workers contributed.

When we conducted our contract survey last spring, it was clear from the thousands of responses that Graduate Workers needed higher pay, better health care, a comprehensive grievance procedure, protections for international workers, and improved benefits for families and dependents. Our tentative agreement includes major victories on all of these priority issues, including over \$2 million in assistance funds for Graduate Workers over the course of the contract. We have also won strong language on accessibility and accommodations, health and safety, job security, and so much more.

This tentative agreement also includes two significant articles that will allow us to have a strong and functional union that can effectively advocate for Graduate Workers. Union security will ensure that everyone who is covered by the contract and receives the wages, benefits, and protections it guarantees will pay dues or a fee to cover the cost of representing them. Continuing recognition means that Yale will recognize our union until at least 2031, guaranteeing us the right to negotiate a second contract even if our status as workers changes under federal law under during the next two presidential administrations.

Graduate Workers across the university have worked tirelessly together over the last year to get to this point. As the bargaining committee, we enthusiastically recommend voting **Yes** to ratify this tentative agreement and begin next semester with a contract all of us can be proud of achieving.

This booklet is an in-depth summary of the entire tentative agreement. If you have questions, or would like to review the whole agreement, email 33@yaleunions.org or reach out to a member of the bargaining committee.

In solidarity,

The Local 33 Bargaining Committee,

Arita Acharya, Genetics

Chris Camp, Interdepartmental Neuroscience Program

Micah English, Political Science

Abigail Fields, French

Richard Habeeb, Computer Science

Alex Kim, Architecture

Jingjun Liu, Earth & Planetary Science

Ridge Liu, Physics

Camila Marcone, Medieval Studies

Andrew Neely, Physics

Javier Porras Madero, History

Buğra Mirsat Şahin, Chemical & Environmental Engineering

Sasha Tabachnikova, Immunobiology

Jake Thrasher, Molecular Biophysics & Biochemistry

Ali Touilila, French

Adam Waters, History

Wages

PhD Minimum Salary + Stipend: Average of 30% Raise Over the Contract

Division	Spring 2024 Raise	Fall 2024 Raise	Fall 2025 Raise	Fall 2026 Raise	Fall 2027 Raise
Humanities, Social Sciences, Physical Sciences	19.2% (\$48,330)	2.5% (\$49,538)	2.5% (\$50,777)	2.5% (\$52,046)	2.5% (\$53,347)
Biological Sciences	18.5% (\$49,800)	2.5% (\$51,045)	2.5% (\$52,321)	2.5% (\$53,629)	2.5% (\$54,970)
Management	15.4% (\$50,800)	2.5% (\$52,070)	2.5% (\$53,372)	2.5% (\$54,706)	2.5% (\$56,074)

TF10, TF20, and Minimum Professional School Salaried Pay: 49% Raise Over the Contract

Job Type	Spring 2024 Raise	Fall 2024 Raise	Fall 2025 Raise	Fall 2026 Raise	Fall 2027 Raise
TF10	35% (\$5,400)	2.5% (\$5,535)	2.5% (\$5,673)	2.5% (\$5,815)	2.5% (\$5,961)
TF20	35% (\$10,800)	2.5% (\$11,070)	2.5% (\$11,347)	2.5% (\$11,630)	2.5% (\$11,921)
Professional School 10-Hour	\$5,400	2.5% (\$5,535)	2.5% (\$5,673)	2.5% (\$5,815)	2.5% (\$5,961)
Professional School 20-Hour	\$10,800	2.5% (\$11,070)	2.5% (\$11,347)	2.5% (\$11,630)	2.5% (\$11,921)
Other Professional School Salaried Jobs	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:
Average of 14.6% Raise Over the Contract**

Position	Summer 2024 Raise	Summer 2025 Raise	Summer 2026 Raise	Summer 2027 Raise	Summer 2028 Raise
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:
43% Increase in Minimum Hourly Pay Over the Contract**

	Spring 2024 Raise	Fall 2024 Raise	Fall 2025 Raise	Fall 2026 Raise	Fall 2027 Raise
Minimum Hourly Pay	\$19.50/hour	\$20.00/hour	\$20.50/hour	\$21.00/hour	\$21.50/hour
Raise for jobs that are already above the minimum	\$1/hour	\$0.50/hour	\$0.50/hour	\$0.50/hour	\$0.50/hour

In addition to these raises, a Cost-of-Living Adjustment (COLA) will be applied to salaried pay rates in years when inflation, measured in the difference between the CPI-W from May to May, is higher than 4.5%.

Duration

Our first contract will go into effect upon ratification and expire on July 31, 2028. In order to give ourselves plenty of time to organize for and negotiate an excellent second contract, we will start bargaining six months before this one expires.

Health Care

Effective in July, the University will establish a \$300,000 per year Health Care Fund for Graduate Workers to offset out-of-pocket health care and dental costs.

Effective October 2024, the University will offer an additional annual dental plan to PhD Graduate Workers and contribute 80% of the premium cost for a single PhD Graduate Worker. Starting in a PhD Graduate Worker's third year, Yale will contribute 40% of the additional premium cost for dependent or family coverage. This new dental plan is in line with what other unionized works on campus receive and includes:

- No deductible
- 100% coverage for cleanings, exams, X-rays, fluoride treatments, space maintainers, sealants, and periodontal maintenance
- 80% coverage for fillings, simple extractions, oral surgery, root canals, and denture repair
- 50% coverage for crowns and gold restorations, and pediatric orthodontics
- \$2,500 annual maximum per person (the maximum amount that the insurance plan will pay out for dental services each year)
- Projected approximate cost for single coverage: \$10.42/month

Masters and Professional School Graduate Workers can continue to purchase the existing student basic and enhanced dental plans and all Graduate Workers can continue to purchase vision insurance through EyeMed. The University will administer these plans so Graduate Workers can have professional help navigating them.

Graduate Workers with eligible dependent children covered by the Yale Health hospitalization/specialty coverage plan can use Magellan for pediatric behavioral and mental health care services when they are in the Bargaining Unit.

Yale will hire additional staff to help us receive the health care we need in a timely way:

- One new Health Care Navigator to help Graduate Workers receive care at Yale Health, including reproductive and gender affirming care.
- One additional clinician at Yale Mental Health & Counseling for Graduate Workers.
- One additional Clinical Care Manager to help Graduate Workers access mental health care services, including through Magellan.

PhD Graduate Workers can access the Optum Employee Assistance Program.

The University will continue health care coverage for PhD Graduate Workers on unpaid medical leave for up to two semesters.

The University and Local 33 will establish a joint Health Care Committee to work on improving patient experience and the quality of care we receive at Yale Health.

Retirement Savings Plan

We can contribute to a Yale University Tax-Deferred 403(b) Retirement Savings Plan.

Family and Dependent Support

The University will contribute 100% of the coverage rates for Yale Health basic student health & hospitalization/specialty coverage plans for PhD Graduate Workers, their spouses, and their eligible children.

The Cost-of-Living Adjustment (COLA) will be applied to the existing GSAS Family Support Subsidy.

Effective in July, the University will establish a Family and Dependent Assistance fund of \$40,000 per year for Graduate Workers who are not eligible for the GSAS Family Subsidy.

Vacation and Holidays

Full-time, salaried Research Assistants will have the right to a minimum of fifteen paid days off per academic year in addition to the fifteen University holiday and recess days. If they are required to work on a University holiday or recess day, they will be entitled to an equivalent floating holiday they can use at a different time in the same academic year.

Salaried Teachers can arrange with their supervisors to take time off on days they normally teach in cases of sickness, accident, or important professional obligations.

Graduate Workers can request reasonable schedule changes or to use paid time off to observe religious and cultural holidays not currently observed by the University.

Leaves of Absence and Paid Absences

Working in a bargaining unit position will not impact our ability to take a leave of absence in accordance with current University policies regarding personal, medical, and parental leaves. If the University wishes to change these policies, they will discuss changes with the Union prior to implementing them. Additionally:

- While on medical leave, PhD Graduate Workers will retain their health care coverage for the first two semesters of medical leave. Graduate Workers on involuntary medical leave have the right to meet with the University alongside their union representative to discuss the reasons and length of leave and the terms and conditions of reinstatement.
- The University will comply with any applicable state, federal, or other national laws governing military service and leaves.
- Graduate Workers can be on leave to work full time for the Union.
- Graduate Workers can take up to three bereavement days off for the death of a spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or person of equivalent relationship.
- Graduate Workers will have absences related to jury or similar civic duty excused, and salaried Graduate Workers won't lose pay as a result of these obligations.
- Graduate Workers can request up to five days off per academic year to address visa and immigration proceedings for themselves or for their families.

- With at least 30 days of notice, Graduate Workers can request up to eight weeks of time off over the course of their time at Yale to travel to our home countries to address issues related to immigration or visa status. Salaried workers will still be paid, but all Graduate Workers will also retain benefits during those eight weeks.

Graduate Workers can apply for open bargaining unit positions while on a leave of absence, provided they can return from leave before the position starts.

Requesting or taking a leave of absence will not impact our ability to return to regular employment or enrollment, or have a negative impact on any evaluations.

Graduate Worker Housing

If a Graduate Worker takes a medical or parental leave, or is placed on involuntary medical leave, they can stay in University-owned housing through the end of their rental agreement as long as they continue to pay rent and haven't otherwise been prohibited from remaining on campus.

Fees

The University will not create new fees for Graduate Workers to offset the cost of our wages and benefits.

Union Security

All Graduate Workers in positions covered by our contract will either be union members who pay dues or will pay a fee to cover their fair share of the costs of representing them.¹ We'll be able to talk to new Graduate Workers and share information about the contract and being a union member at University-run orientation sessions.

1. In accordance with UNITE HERE policies, our initial dues will be 1.6% of gross monthly income with a \$40 per month minimum for PhD Grad Workers/Students and a \$25 per month minimum for MA and Professional School Grad Workers/Students. Unlike many unions, there will be no additional initiation fee. When you are employed in a bargaining unit job, dues will be 1.6% of your gross monthly income (inclusive of all bargaining unit jobs worked and the stipend if you receive one that is connected to your job) or the applicable minimum rate, whichever is highest. Any future increases to dues will have to be voted on by the members of Local 33.

Management Rights

Our contract provides Graduate Workers with many rights and protections related to our work as teachers and researchers, but cannot cover all aspects of life as a graduate student at Yale. Except where otherwise addressed in the contract, the University still has the right—and the responsibility—to supervise our work and make policies regarding the operational and educational aspects of the University including facilities and equipment, educational or curricular standards, academic calendars, graduation requirements, work locations, job descriptions, faculty hiring, student admissions, the University's budget, financial aid, and University housing.

Academic Rights of Graduate Workers

We have the right to pursue our research and to freely discuss our assigned subjects in the classroom, consistent with University policies; to speak, write, and express ourselves as members of society and scholars without censorship or retaliation; to be properly trained on how to uphold the University's academic and integrity standards; and to fully participate in the academic and extra-curricular activities of the University.

Stewards

As a Union, we can designate stewards who are fellow Graduate Workers empowered to assist and represent us with issues in our workplace and in grievances or disciplinary proceedings. If needed, the University must provide stewards with reasonable release time from work to attend meetings and effectively represent their coworkers.

Union Access

Union stewards and organizers have the same access to University facilities as other campus groups. The University will provide bulletin boards on campus for the Union to use.

Grievance Procedure

The grievance procedure is a series of steps and timelines that allow us to address violations of our contract:

- Step 1: Meeting informally with your supervisor and your union steward.
- Step 2: Filing a formal grievance and meeting with your union steward, supervisor, and the University's Office of Labor Relations
- Step 3: Meeting with your steward and the University's Director of Labor Relations
- Step 4: Appealing the issue to arbitration

Each of these steps has a specific timeline that Graduate Workers, the Union, and the University must follow so that problems can be remedied in a timely and transparent manner. Graduate Workers who are trained as union stewards are responsible for investigating and filing grievances, as well as advising and representing their coworkers through the process.

Fair Treatment of Graduate Workers

We have a right to a workplace free from discrimination, harassment, and retaliation—including retaliation based on union membership or protected union activity. If we experience mistreatment, retaliation, harassment, or discrimination in our work or workplace, we can file a grievance through the union within one year.

If it is within their purview, the complaint will first be addressed by the Title IX office, the Office of Institutional Equity and Accessibility (OIEA), the Faculty Standards Review Committee, or another existing University process/office. If one of these existing processes takes too long (more than 90 days + agreed to extensions), or if we are unsatisfied with the outcome, we can continue or file a grievance to the Department of Labor Relations at Step 2 or 3.

We have a right to representation by a union steward at every step of the union grievance procedure or other University complaint process and the University will implement reasonable interim relief measures for Graduate Workers while a complaint is being investigated or resolved.

Support for Immigrant & International Graduate Workers

If the status of our work authorization changes, the University will work to re-employ us in the following term and we can take a leave of absence if we have to leave the country. If we are denied re-entry to the United States, the University will work to assist us.

Unless required by law, the University will not demand proof of citizenship or immigration status, share our private information with U.S. or foreign government agencies, or allow immigration enforcement (ICE) into non-public places where we live or work. The University will notify us at least 80 days in advance if reverification of our immigration status is required by law, will keep documents related to our immigration or citizenship status separate from other human resources files, and will post an up-to-date list of Yale's resources for undocumented and DACA students on the OISS website every year.

The University will not discriminate in the administration of OPT and CPT.

The University will contribute towards the cost of translating our contract and providing translation during the proceedings of the grievance procedure.

The University will establish a fund in the amount of \$40,000 per year to assist Graduate Workers with legal expenses, including renewal fees, related to immigration and visa issues.

Workplace Accommodations

We can informally request reasonable accommodations in our work assignments, hours, responsibilities, health and safety measures, and/or locations from our supervisors. We can also submit formal requests for reasonable accommodations to the University through an Accommodation Request form, and these requests must be handled in a timely and confidential way. If we believe our accommodation request has been unreasonably denied, we can file a grievance through the union grievance procedure.

Health and Safety

The University will provide workplaces that are safe and protect our health. We have the right to be notified of potential safety hazards related to our jobs as well as any training that is required to do our work safely. The University will provide trainings, certifications, equipment, vaccination, testing, and PPE required to do our jobs. We can request information related to health and safety issues and can refuse work that is reasonably considered unsafe.

Local 33 will join a Health and Safety Committee with the University and Locals 34 and 35 to make recommendations, review reports, and distribute information related to the health and safety of our members.

Appointments

The University has to provide us with important information about our jobs in writing including job titles, how long the position will last, how much and how often we will be paid, how many hours per week we are expected to work, any training we need to complete, what our job expectations or responsibilities are, details relating to our schedule and work location, whether we are mandatory reporters, and how to sign a union membership card and authorize payroll deduction of union dues. If we think we were unfairly denied a job, we have a right to use the union grievance procedure to challenge the denial.

Job Expectations and Scheduling of Work

We will receive clear information about our work schedule and number of hours we are expected to work, as well as notice of changes to our schedules. Departments and supervisors will try to avoid scheduling meetings or events outside of standard business hours (M-F 8:30am-5pm), and we can request flexibility or accommodations if we're scheduled to work outside of those hours. The University will waive any fees or charges associated with training or events required for employment. We can hold an Employee Participation Meeting with a union steward present to discuss workplace issues.

Work Locations and Supplies

The University will provide us with the supplies and workspaces we need to do our jobs including free on-campus printing, paper, books and course readers, software, other specialized equipment, reservable or private locations to hold work-related meetings, and locations where we can store our work equipment or personal items while working on campus.

Effective in July, the University will create a Technology Assistance fund of \$40,000 per year for Graduate Workers to purchase or repair laptops and other equipment necessary for their bargaining unit jobs.

We have the right to reasonable access to an accessible bathroom, an all-gender bathroom, a bathroom with a baby changing station, and a suitable space designated for lactation. The University will prioritize improving such facilities when it undertakes new construction or renovation projects.

Job Descriptions and Classifications

The University will make generic job descriptions for all bargaining unit jobs available. For the purposes of determining compensation and benefits, every job in the bargaining unit will be classified according to the following types of employment:

- Stipend/Salaried 12-Month: Full-time Research Assistants or Research Assistant-University Fellowship jobs that are paid in a combination of salary and stipend year-round.
- Stipend/Salaried 9-Month: Required teaching paid in a combination of salary and stipend for nine months per year.
- Salaried 10-Hour and Salaried 20-Hour: TF10s, TF20s, or comparable positions that are salaried.
- Other Salaried: Salaried jobs that are not covered by the other classifications.
- Hourly: Jobs that are paid by the hour.

If you work multiple bargaining unit jobs at the same time, you'll be paid as specified in the contract for each of them.

Job Security

If a stipend/salaried position is interrupted or canceled, we will keep our pay, benefits, and rights under the contract and the University may assign us to a comparable position. For other employment classifications, we will keep our health care and rights under the contract, the University will assist us in finding a comparable position, and we will have priority for open positions we are qualified for. If we leave a bargaining unit position based on a good faith claim of discrimination, harassment, or abuse, the University will find us replacement work or continue our pay and benefits for the duration of our position.

Intellectual Property

The University must post plain language versions of its policies concerning intellectual property, commercialization, and patents on its website. We retain the right to use instructional or pedagogical materials we develop in manners consistent with current practice.

Bargaining Unit Work

Qualified Graduate Workers have to be given the first opportunity to fill open bargaining unit positions.

Discipline

The University can only discipline Graduate Workers with just cause. We can file a grievance if we believe the University has unfairly issued such discipline. Discipline must be progressive, meaning the University cannot jump to the most severe forms of discipline without first trying less severe forms, except in extreme circumstances. We have the right to have a union steward present in all meetings that might result in discipline.

Evaluations

Any work-related evaluations must be fair and transparent. We must have prior knowledge about how we will be evaluated, and academic or student evaluations cannot be used to determine future employment or as the basis for discipline.

Employment Files

The University will create and maintain electronic employment files for all Graduate Workers, housing documents related to our employment including evaluations, appointment letters, documentation of transfer/termination, and disciplinary records. We will have the right to access our employment files, to be notified if a work evaluation is added, and to add a written statement if we disagree with anything that is in our employment file.

Emergency and Temporary Closures

In cases where the University, or our workplace at the University, is closed temporarily or for an emergency, we will work remotely or at an appropriate alternative location provided by the University. We will be excused from work with no loss of pay if our work can't be done remotely or in another location. Exceptions will be made only for limited operational research needs such as care of animals or maintenance of essential equipment. If a closure lasts or is expected to last for three or more days, we can bargain with the University over any impact on us or our work.

No Strike/No Lockout

For the duration of the contract, the University will not lock out any Graduate Workers (prevent us from working), and Graduate Workers will not strike or engage in other work stoppages. However, we can respect the strikes and refuse to cross the picket lines of any other union at Yale without facing discipline.

Severability

If any part of our contract becomes or is found to be illegal, we will meet with the University to renegotiate that part of the contract. The rest of the contract will remain in effect.

Side Letter on Continuing Recognition

Even if our status as workers changes under federal law during the next two presidential administrations, recognition of our Union is guaranteed until December 2031.

Ratification Vote

***Friday, December 15th, 11am-5pm &
Saturday, December 16th, 11am-3pm
425 College Street, New Haven, Connecticut***

If necessary, you can request an absentee ballot at
local33.org/vote
by 5:00pm ET on December 14th, 2023.

Local 33
UNITE HERE!