

Local 35 Issue #2 – Item #2
Trades Helper – Externship Apprenticeship

The following are the details of the tentative agreement between the parties concerning this item:

1. Number of Positions: If the duration of the contract is a four-years, the University will allow a total of 6 participants, 4 of which will have a guaranteed trades position at the University at the end of their apprenticeship/licensure. If there is a six-year agreement the total participants will be 10, 7 of which will have a guaranteed University trades position upon completion.
2. The parties will convene a newly formulated trades helper committee who shall be responsible for the direction of this program.
3. After consulting with the Union, the University will make the final determination into what trades the individuals will go based upon anticipated needs and projected retirements.
4. The Union will secure and coordinate the assignment of the individuals within the various building trades.
5. The committee will be responsible for determining the selection criteria to include the criteria that will be required of the external trade that may include pre-employment drug testing. Informational sessions will be conducted to insure that applicants are aware of the many details of the program (benefits, employment status, transportation costs, etc.) and to insure a high level of success.
6. Participants upon assignment to an external trade will be removed from the University's active roles and treated as though they were on a long-term military leave of absence. They will in fact be working for another employer and that employer's benefit plans, rules, working conditions, etc. will apply. While no University benefits will accrue during this leave, the individual will be given seniority credit for the time that they spend as an apprentice when they return to the University. Upon leaving Yale and entering the apprenticeship, the participant will receive terminal vacation pay for any time that they have on the books. Their vacation will be pro-rated the year that they enter the program.
7. (SUBJECT TO LEGAL REVIEW) Pension credit: The participant will be granted pension credit for the time served in the external apprenticeship (not to exceed 4 years) after the employee has returned to the University and after continuing their employment for 4 more years. This provision will not apply if the participant vests in the external trade pension program.
8. In the event that their new employer does not initially provide a participant with medical benefits during their apprenticeship, the University will continue medical coverage under the University plan for up to one year. The University will also reimburse the employee for any loss in salary for participation in the first year of their apprenticeship. The cost of both the medical coverage and salary reimbursement shall not exceed \$10,000 per participant.
9. Participants who are laid-off, as part of their apprenticeship, will follow the normal procedures for the trades such as applying for un-employment where eligible.

10. Dropouts and Failures: Participants who are terminated for cause by their trade will be considered to have no return rights to Yale University. In the event a participant is terminated for unacceptable performance or elects not to continue participation in the program, the University will accept them back at the University in the first available vacancy in their former job title for the number of hours per week that they were formerly scheduled. In the mean time if no such vacancy is available, the University will guarantee some kind of temporary Labor Grade 3 work (in one of the departments that have LG3 jobs) at the LG3 rate of pay (may include rounds assignments) for the same number of hours per week that they were formerly scheduled until a permanent position becomes available. If in the first 40 working days of employment, the participant elects to return to the University, they will be placed in their former position. Any replacements for a participant will be posted as temporary for the first 40 working days and permanent thereafter if the participant does not return to their original position. This will insure that there is a clear right to a particular position.
11. Positions will be considered satisfied if a participant stays in it beyond 40 working days and will not be filled with another applicant if that person leaves the program. If someone drops out in the first 40 working days, the University will offer the position to the next bidder.
12. At the conclusion of the program, an individual who elects to return to the University will be credited with the number of sick days that they had when they left to enter the apprenticeship. Those individuals who were guaranteed permanent trades positions at Yale University will upon receiving their license will be assigned to their appropriate trade and immediately promoted to labor grade 11. The individuals who were not guaranteed permanent positions and obtains their trade license will be assigned to some type of temporary Labor Grade 3 work at the LG3 rate of pay (may include rounds assignments) until the first available permanent position in their trade becomes available. At that time they will be promoted to labor grade 11. An individual without the guarantee may elect to remain employed outside of Yale until the next vacancy in their assigned trade becomes available. In that case they will have the right of first refusal for the next vacancy. That right will continue for three years form the time that they get their license. If a participant with or without a guarantee turns down a job offer in their trade, they will be considered to have left the University with no other rights or seniority.