

AGREEMENT

BETWEEN

**YOUNG WOMENS' CHRISTIAN
ASSOCIATION OF WESTERN
MASSACHUSETTS, INC. (YWCA)**

AND

**LOCAL 2322, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA
(UAW)**



April 1, 2014 – March 31, 2017

Dear UAW Local 2322 Member.

Here is your Union Contract, which sets forth your hours, wages, benefits and other working conditions. This contract is *legally binding* and is enforced through the grievance procedure included in this contract.

The benefits in this contract are the result of your hard work and dedication and came after many months of negotiating with your Employer. These benefits are yours and your Employer does not have the right to take them away. When the Employer violates the contract, your rights and the rights of your co-workers are undermined. Don't be shy about standing up for your rights. This is a Union and you are not alone.

Keep this contract so that you may refer to it when the need arises. If you lose your copy, we can provide you with another. When you have a problem or question, the Union is as close as the phone. Call your Union Steward or the UAW Local 2322 office.

Finally, I would like to end with an important right you have as a Unionized Employee. If you are being told to attend a meeting with a supervisor and you have a reasonable belief that discipline or other adverse consequences may result from what you say in the meeting, you have the right to request Union representation. This right is guaranteed by the "Weingarten" Supreme Court decision which ensures that you have the right to have a Union representative at any investigatory or grievance meeting. Here is what to say:

"If this discussion could in any way lead to my being disciplined in any manner, up to and including my being suspended or terminated, and becoming part of my personnel record, I respectfully request that my Union Steward or Union representative be present to assist and represent me at the meeting. Without representation present, I choose not to participate in this discussion."

I hope that you will become involved in your Union. The Union is only as strong as the membership, so we ask you to lend us your muscle by taking the time to get involved. You could be a Steward, serve on Joint Council or other committee meetings, organize more workers into our Union or be involved in many other activities. Come by the Union office or give us a call. We want you to get involved.

In solidarity,

Jocelyn Silverlight

Local 2322, President
United Auto Workers

When a question or problem arises, talk to your Union Steward. (A Steward is an elected representative who helps Employees with problems in the workplace.) If you do not know your Union Steward or if you need additional help, call the Union office:

UAW Local 2322
4 Open Square Way #406
Holyoke, MA 01040
800-682-0269 or 413-534-7600

*Protect these hard won benefits and rights. Read your contract.
Know your rights. Know your benefits.*

Table of Contents

Agreement & Preamble	3
Article 1: Recognition	3
Article 2: Scope of Agreement	4
Article 3: Non-Discrimination	4
Article 4: Union Security	4
Article 5: Dues Deductions	5
Article 6: Union Business	6
Article 7: Management Rights	7
Article 8: Definitions	9
Article 9: Provisional Period	10
Article 10: No Strikes - No Lockouts	10
Article 11: Discipline and Discharge	11
Article 12: Grievance/Arbitration Procedure	11
Article 13: Hours of Work and Overtime	14
Article 14: Training and Professional Development	16
Article 15: Seniority	16
Article 16: Reduction-in-Force or Work Hours	17
Article 17: Job Posting	19
Article 18: Bulletin Boards	20
Article 19: Labor-Management Committee	20
Article 20: Leave Without Pay	21
Article 21: Jury Duty	23
Article 22: Bereavement	23
Article 23: Military Leave	24
Article 24: Vacation	24
Article 25: Personal/Sick Days	26
Article 26: Holidays	27
Article 27: Job Descriptions	29
Article 28: Personnel Files	29
Article 29: Evaluations	30
Article 30: Worker's Compensation	30
Article 31: Health and Safety	31
Article 32: Miscellaneous	31
Article 33: Insurances	32
Article 34: Resignation	33
Article 35: Separability	34
Article 36: Retirement Plans	34
Article 37: Wages	35
Article 38: Duration and Renewal	37
Side Letters 1 & 2	38
Appendix A	39

AGREEMENT

This Agreement, entered into April 1, 2014, by and between the Young Women's Christian Association of Western Massachusetts, Inc. (hereinafter referred to as the "YWCA" or "Employer" or "Agency") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") and its Local 2322 ("UAW"), (hereinafter referred to as the "Union").

PREAMBLE

All bargaining unit Employees and management Employees are entitled to be treated with dignity and mutual respect at all times. Both parties agree to meet to discuss concerns relative to issues raised under this Preamble. It is understood by the parties that an alleged violation of this Preamble is not subject to the grievance/arbitration process.

ARTICLE 1 **RECOGNITION**

Pursuant to an election held under the auspices of the National Labor Relations Board and certification thereafter in Case No. 1-RC-21676 dated October 27, 2003, the Employer recognizes the Union as the exclusive representative for all full-time and regular part-time Employees employed by the Employer at its facilities located in Hampden and Hampshire counties except for all office clerical, managerial Employees, professional Employees, confidential Employees, casual Employees, all relief staff, guards and supervisors including site/program directors, building maintenance and custodians, as defined in the National Labor Relations Act, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Nothing in this Article is intended to change the bargaining unit status of those employed by the Employer as of April 15, 2014.

ARTICLE 2
SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations of the terms of this Agreement, they were afforded the unrestricted right to negotiate all matters not removed by law from the area of collective bargaining; that they shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither shall have any other obligation or be obligated to negotiate with respect to any addition pertaining to wages, hours, or other terms and conditions of employment.

No addition to, alteration, modification, practice, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Agency and the Union.

ARTICLE 3
NON-DISCRIMINATION

The YWCA and the Union agree that they will not discriminate against any Employee, in violation of any law, on the basis of religion, race, color, sex, age, national origin, veteran status, handicap/disability, sexual orientation or marital status.

ARTICLE 4
UNION SECURITY

1. Effective on the date of this Agreement, all present Employees who are members of the Union on the effective date of this Agreement shall as a condition of employment, remain members of the Union in good standing to the extent of tendering membership dues and initiation fees uniformly required of all members of the Union.
2. All present Employees who are not members of the Union on the effective date of this Agreement, and all new Employees hired on or after the effective date of this Agreement, shall as

a condition of employment, within thirty (30) days after the effective date of this Agreement or thirty (30) days after their date of hire, whichever is later, become and remain members of the Union in good standing, to the extent of tendering membership dues and initiation fees uniformly required of all members of the Union.

3. Non-payment of dues and initiation fees shall be the only reason for the Union to request dismissal of any Employee under this Article. Upon failure of an Employee to tender the required dues and/or initiation fees the Union shall notify the Employer and Employee in writing of such failure and the Employer shall, within seven (7) days of receipt of such notice, terminate such Employee unless the Employee tenders the dues and/or initiation fees to the Union or makes arrangements for such.

ARTICLE 5 **DUES DEDUCTION**

1. The YWCA agrees that it will deduct from earned wages, per pay period, Union initiation fees and dues, fixed in accordance with the constitution of the Union, of those Employees who give their written authorization to the YWCA to make such deductions. With each remittance, the Employer will provide the Union with a list of names of Employees, hours worked, rate of pay, wages subject to dues/agency fee, initiation fees paid, dues submitted, notes (for any over/under payment, for members with no payment that pay that week) and the dates and amounts of deductions made for each Employee. The YWCA shall remit the dues deduction check no later than the 20th day of the following month. Authorization from an Employee will be made on a form identical to the one included on Appendix A of this agreement. New Employees will be given a dues deduction authorization card at the time of hire.
2. The Union shall indemnify the YWCA and hold it harmless against any and all claims, demands, losses or other forms of liability that may arise out of any action taken by the YWCA in fulfilling the terms of this Article.

3. The YWCA agrees to provide a monthly Employee list to the Local office which contains the following information: names of Employees eligible for membership, mailing address, phone number, work site, date of hire, job title & status (i.e. leave of absence, FMLA, workers compensation, etc.)

ARTICLE 6 **UNION BUSINESS**

A. Stewards

The Employer shall recognize a Steward for each work site, elected by the Union. The Union shall supply the Employer with names of Stewards and the unit chairperson immediately after their election, and the Union shall immediately notify the Employer's Human Resources Coordinator of any changes.

The authority of the Stewards shall be limited to and shall not exceed the following duties and responsibilities:

- (1) With his/her Program Director's permission, a Steward may be allowed to switch shifts with a co-worker or use accrued time to attend local Union Meetings.
- (2) The discussion, investigation and presentation of grievances to the Employer in accordance with the provisions of this Collective Bargaining Agreement provided that the Stewards shall not neglect their work nor interfere with the work of others.
- (3) Except as set forth herein, Stewards shall not be compensated by the Employer for his/her duties as the Union Steward and shall perform such duties when he/she is not scheduled to work. For grievance and arbitration purposes only, each Union Steward (maximum 7) may be allowed one (1) hour of paid release time each work week with the permission of his/her Program Director, subject to the operational needs as determined by the Employer. Time off request procedures normally used shall be used when requesting such time. Documentation of the legitimate use

of such days shall be provided upon request of the Program Director.

- (4) A Steward shall not leave his/her workstation without authorization from his/her manager and the manager of the work area he/she wishes to enter. The Steward will indicate the name of the person(s) he/she desires to see and the reason. Permission will not be arbitrarily denied.
- (5) Where required Stewards will undergo an EEC CORI/DCF evaluation as required by Massachusetts Regulations.

B. Access to Premises

A duly authorized representative of the Union will have reasonable access to YWCA worksites, excluding all confidential shelters as designated by the Employer, during normal business hours for the purpose of conferring with Employees in connection with the administration of this Agreement. Such Union representative shall request permission from the site's Program Manager, or designee, at least twenty-four (24) hours in advance of any such visit and shall notify the Site Director on arrival at the worksite. Such visits will not be arbitrarily denied. Such Union representative will confer with Employees in a non-client area. Such visits shall not interfere with the Employer's operations or with the performance of duties assigned to the Employees.

ARTICLE 7 **MANAGEMENT RIGHTS**

Section 1:

All management functions, rights and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer including, but not limited to, the right to manage the Employer's business and property and to direct the work force; to establish and administer policies and procedures relating to client care, education, training, operations, services and maintenance of the Employer; to reprimand, suspend, discharge or otherwise discipline non-provisional Employees for just cause; to hire, promote, transfer, layoff and recall Employees; to determine the

number of Employees and duties to be performed; to maintain order and efficiency in its facilities and operations; to establish, change or abolish any classification or service; to determine whether the whole or any part of its operations shall continue to operate; to determine the time for work, staffing pattern and work areas; to determine the scheduling of work and work breaks; to determine starting and quitting times; to assign work; to determine the size and composition of the work force; to determine job content; to determine quality and quantity of work to be performed; to determine whether work shall be performed by bargaining unit members or others; to contract out or subcontract work; to select managerial and supervisory Employees; to utilize relief staff and contract/agency Employees; to require a reasonable amount of overtime; to determine the method and place of performing work including the introduction of improved production methods, processes, means or facilities; to make, change or enforce rules and regulations governing Employee performance and conduct; and otherwise generally to manage the Agency except as expressly modified or restricted in this Agreement.

Section 2:

Nothing in this Agreement shall be construed to restrict Management's right to utilize supervisors and other managers in the performance of work normally performed by members of the bargaining unit. Management will not be arbitrary or capricious in exercising this right.

Section 3:

It is not the policy of the YWCA to use subcontracting to eliminate bargaining unit positions. Notwithstanding this policy, should the decision be made to subcontract bargaining unit work, thereby eliminating bargaining unit positions, the Employer will give the Union thirty (30) days advance written notice and will meet to discuss the decision and effects of the subcontracting.

ARTICLE 8 **DEFINITIONS**

Section 1 – Regular Full-Time Employee:

Employees who have satisfactorily completed their provisional period in a classification covered by this Agreement and who work a regular schedule of at least thirty-seven and one-half (37.5) hours per week. Regular full-time Employees are eligible for full Employee benefits detailed in this Agreement.

Section 2 – Regular Part-Time Employee:

Employees who have satisfactorily completed their provisional period in a classification covered by this Agreement and who work a regular schedule of seven and one-half (7.5) or more hours per week, but less than thirty-seven and one-half (37.5). Regular part-time Employees are eligible for those pro-rated benefits specifically provided to them in this Agreement. All pro-rating is based upon a thirty-seven and one-half (37.5) hour schedule regardless of actual scheduled hours.

Section 3 – Other Part-Time Employee:

Part-time Employees who have satisfactorily completed their provisional period and who regularly work a schedule of less than seven and one-half (7.5) hours per week. Such Employees are not eligible for Employee benefits.

Section 4 – Temporary Employee:

An Employee who is hired for a limited period of time normally no longer than six (6) months to fill a specific need. Such Employees are not in the bargaining unit and are not covered by this Agreement.

Section 5 – Relief Staff:

An Employee who is hired to work on an as-needed basis. Such Employees are not in the bargaining unit and are not covered by this Agreement. It is not the intent of the Employer to use relief workers to displace bargaining unit positions.

ARTICLE 9 **PROVISIONAL PERIOD**

Section 1 – New Hires:

The provisional period for all newly hired or rehired Employees or Employees who have had a break in service shall be four (4) months from the last date of hire within which time they may be laid-off or terminated by the Employer without recourse by them or the Union under the grievance or arbitration procedures established by this Agreement.

Section 2 - Seniority:

On successful completion of the provisional period, an Employee will be credited with seniority from his/her most recent date of hire.

Section 3 – Orientation:

The Employer will provide orientation to new Employees with the goal of training them to perform their jobs.

For the duration of this Agreement, the Employer will permit the UAW Local 2322 Representative to meet with new bargaining unit hires at the agency orientation, which an Employer representative may attend. This provision will expire on March 31, 2017 unless the parties agree to continue it.

ARTICLE 10 **NO STRIKES - NO LOCKOUTS**

Section 1:

While this Agreement is in effect, the Employer agrees that there shall be no lockouts and the Union and the Employees agree that there shall be no strikes of any kind including sympathy strikes, unfair labor practice strikes, sit-downs, slowdowns, stoppages of work, boycotts, picketing, leafleting that disparages the YWCA, mass sick outs, or any other interference with the operation of the Employer or the services provided to its clients.

Section 2:

In the event that there is a breach of the foregoing provisions, the Employer need not resort to the grievance and arbitration

provisions of this Agreement, but may pursue any legal remedy available to it at law or equity. In such event, the Arbitrator shall be limited to the question of whether or not the disciplined Employee in fact instigated, participated in or gave leadership to any prohibited activity. If the Arbitrator answers such question in the affirmative, the Arbitrator shall have no authority to modify the disciplinary action. If there is any violation of the foregoing provisions, the Employer may take disciplinary action, up to and including discharge, subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 11
DISCIPLINE AND DISCHARGE

The YWCA shall have the right to discipline, suspend, or discharge any post-provisional Employee for just cause. Employees may be suspended without pay pending investigation. If after such investigation, the YWCA concludes that the Employee committed no infraction, he/she shall be reinstated with no loss of pay or benefits. For less serious offenses, the Employer will normally follow the principles of progressive discipline, however, more severe discipline may be imposed by Management depending on the severity of the offense. The YWCA will notify the Union in writing of all disciplinary terminations of bargaining unit Employees.

Corrective action notice forms issued to bargaining unit Employees will include contact information for the designated UAW, Local 2322 Representative as follows: "If you are represented by UAW, Local 2322, you may contact Nancy Fish about this action, if you wish. She can be reached at (413) 534-7600 or nancy@uaw2322.org.

ARTICLE 12
GRIEVANCE/ARBITRATION PROCEDURE

Section 1 – Definition:

A grievance shall be defined as any dispute between the YWCA and the Union pertaining to any misunderstanding, dispute,

controversy, or claim arising out of or relating to the interpretation, application, meaning or breach of the provisions of this Agreement unless expressly excluded from the Grievance Procedure. A grievance must specify the provision of this Agreement that is violated and contain a concise statement of the facts upon which the grievance is based. Business days as used in the Article shall exclude Saturdays, Sundays and Holidays.

Section 2 – Grievance Limitations:

All grievances must be initiated within ten (10) business days after the alleged violation has occurred, or from when there would be reasonable basis for knowledge of the alleged violation. If the grievance is not referred to the next step within the appropriate time limit after receipt of an answer, it shall be deemed closed based upon the last answer.

The parties may, by mutual written consent, extend any of the time limits provided in this Article or agree to initiate a grievance at step 2 or step 3.

Section 3 – Procedure:

The parties recognize that most problems will be discussed and informally resolved between the Employee and his/her immediate supervisor.

Step 1: If the problem is not informally resolved, the grievance shall be reduced to writing on a standard grievance form and submitted to Human Resources within ten (10) days. The Grievance should be signed by the Grievant and the Union Representative. The Program Supervisor or the Program Director along with Human Resources or designee will hear the grievance. Human Resources shall notify the Grievant in writing of his/her decision within five (5) business days after the conclusion of the meeting with a copy to the Union office.

Step 2: If the Grievance is not settled at *Step 1*, the grievant or Union may within five (5) business days after receiving the *Step 1* written answer present the Grievance to Human Resources and schedule a step 2 meeting with the Grievant’s Unit Leader or Deputy Director.

A meeting will be held within five (5) business days after the presentation of the *Step 2* appeal. In attendance at the meeting will be the Grievant, the Grievant's Steward and the Unit Leader or Deputy Director. The Union Representative and the Human Resources or designee may attend the meeting. The Human Resources shall notify the Grievant in writing of his/her decision within five (5) business days after the conclusion of the meeting with a copy to the Union office.

Step 3: If the matter is not resolved at *Step 2*, the Union may submit the grievance in writing to Human Resources and request a step 3 meeting with the Executive Director. Request should be submitted in writing within five (5) business days after receiving the *Step 2* decision. A meeting will be held within 5 business days after receiving the step 3 Grievance from the Union. In attendance at the meeting will be the Grievant, a Union Representative, Human Resources or designee and the Employer's Executive Director, or designee. Human Resources shall notify the Grievant in writing of his/her decision within ten (10) business days after the conclusion of the meeting with a copy to the Union office. The decision of the Executive Director shall be final unless the Union exercises its right to arbitration.

Step 4: If no satisfactory settlement is reached at *Step 3* then within thirty (30) business days after the written decision of the Executive Director, or designee, at *Step 3* is received, the Union may submit the grievance to an arbitrator selected under the procedures of the American Arbitration Association.

The parties agree that the decision of the arbitrator is final and binding on all of the parties. The expenses of the arbitrator shall be shared equally between the Union and the Employer. Each party shall make arrangements for and pay for the expenses of witnesses who are called by them. The powers of the arbitrator are limited as follows:

1. The arbitrator shall have no power to add or subtract or modify any of the terms of this Agreement or any supplementary agreement.

2. The arbitrator shall have no power to establish wage scale rates on new or changed jobs, or to change any wage rates.
3. In the event a case is appealed to an arbitrator, and he/she finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
4. Except as indicated below, the Employer shall not be required to pay back wages for more than thirty (30) days prior to the date a grievance is filed.
5. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned less any unemployment compensation. Otherwise, the Arbitrator shall have full authority to fashion an appropriate make-whole remedy.
6. No more than one grievance shall be submitted to a single arbitrator at one time unless mutually agreed to, in writing, by both parties.

ARTICLE 13 **HOURS OF WORK AND OVERTIME**

Section 1 - Work Week/Work Day:

The regular work week for full-time Employees shall be at least thirty-seven and one-half (37.5) hours within a calendar week. The regular work day for a full-time Employee shall be at least seven and one-half (7.5) hours per day with a thirty (30) minute unpaid meal period.

If an Employee is not granted or does not receive a (30) minute unpaid meal period during an eight hour shift, s/he will be paid an additional thirty minutes at her/his normal rate, in accordance with applicable law.

Section 2 - Overtime:

All time worked in excess of forty (40) hours in any one work week shall be paid at time and one-half (1½) the Employee's rate of pay.

There shall be no pyramiding or duplication of overtime anywhere in this Agreement.

Personal, vacation, and holiday hours will not count as hours worked towards the computation of overtime.

Section 3:

Nothing in this Agreement shall be construed as a guarantee of work.

Section 4:

Overtime work and/or extra shifts shall be offered equitably among Employees qualified to perform the work. In the event overtime work and/or extra shifts are not accepted, the Employer may assign overtime work. Whenever it is determined necessary for full-time staff to work in excess of their regularly scheduled shifts, the Program Director may in his/her discretion offer to the Employee the opportunity to have his/her work schedule altered during the same work week to avoid paying overtime. Nothing in this section restricts management's right to use other staff to fill vacant shifts.

Section 5 – Flextime Scheduling:

Depending on clients' needs and the operational needs of the Employer, certain non-residential Employees may be allowed to work flextime. Flexible work schedules, popularly called flextime, refer to a variety of arrangements in which fixed times of arrival and departure are replaced by a working day composed of two different types of time – core time and flexible time. Core time is the designated time period during which all staff members must be present. Flexible time is designated as that part of the scheduled working hours within which staff may choose their time of arrival to, and departure from, their work site.

The major staff responsibility under this system is that Employees must furnish their programs with a set number of hours of work

during each work week (*i.e.*, normally 37.5 hours). Because each YWCA program has different staffing needs and coverage requirements, staff members must obtain prior approval for their proposed flextime schedule from their Program Supervisor and the Executive Director. Flex-time will not be arbitrarily denied to Employees who work in non-residential positions that have been determined to have a flexible time component.

ARTICLE 14
TRAINING AND PROFESSIONAL DEVELOPMENT

The YWCA agrees that professional development is important and encourages all Employees to advance their education and skill development.

Required training will be posted in advance on a quarterly basis. No Employee will be expected to attend training if less than two (2) weeks' notice is given. Employees who fail to attend required trainings, except in the case of an unforeseen emergency, will not be allowed to work until the required training is completed. If the missed training was Employer-paid and the Employer did not receive a refund then the Employee must pay the cost of training except in the case of an unforeseen emergency.

Supervisors must approve all non-required training based on program needs.

ARTICLE 15
SENIORITY

Section 1 – Employer Seniority:

Employer Seniority is defined as the Employee's length of continuous employment with the Employer since his/her most recent date of hire unless the Employee is re-hired by the Employer within twelve (12) months of a separation from employment. Prior seniority will be credited to the re-hired Employee after successful completion of the provisional period. Employee Seniority will apply to the computation of benefit

eligibility pursuant to this Agreement where length of service is a factor.

Section 2 – Termination of Seniority:

An Employee’s seniority rights will cease and employment will be terminated for any of the following reasons:

- (1) Employee terminates voluntarily or retires;
- (2) Employee is terminated or discharged for just cause;
- (3) Exceeding an authorized leave of absence or engaging in other employment during a leave of absence if such employment is inconsistent with the reason for the leave of absence;
- (4) Failure to return to work within fourteen (14) calendar days after notification of recall from layoff;
- (5) Absence from work for any reason including layoff for a continuous period of one (1) year or a time equal to his/her length of service, whichever is less; and
- (6) Failure to report to work as scheduled for two (2) consecutive days without notifying the Employer.

ARTICLE 16
REDUCTION-IN-FORCE OR WORK HOURS

Section 1 – Notice:

When the Employer determines that it is necessary to reduce its workforce, it will notify the Union of its decision at least thirty (30) calendar days, if possible, prior to when the layoff is to take place during which period the parties may meet to confer about the procedure to be followed. If the parties do not meet and/or no alternative procedure is agreed upon, the layoff shall proceed as follows:

Section 2 – Voluntary Layoff:

Employees within the affected classification may volunteer for layoff or a reduction in hours and such requests may be allowed subject to the Employer's sole judgment of its operating needs.

Section 3 – Layoff:

If the Employer cannot achieve the reductions through voluntary layoffs, Employees in the Program where hours are to be reduced shall be listed in order of seniority by classification and shift. If possible, those Employees initially designated for layoff will be notified at least thirty (30) calendar days in advance of the layoff date. Starting with the most senior Employee whose position has been affected, the Employee shall have the following options:

- (a) Accept the layoff;
- (b) Transfer into any vacant posted bargaining unit position provided that the Employee is fully qualified for the job with minimum orientation and is willing to work the required hours;
- (c) Bump the least senior bargaining unit Employee so long as the individual doing the bumping is fully qualified with minimum orientation to perform the job that he/she is bumping into and is willing to work the required hours. An Employee laid off may only bump an individual who works scheduled hours equal to or less than his/her scheduled hours;
- (d) The Employer may exempt from layoff or being bumped any Employee required in order for a Program to remain in compliance with, or reimbursable under any law, regulation or contract.

Section 4 – Recall:

During the one-year recall period, a laid-off Employee will be eligible for recall to his/her former position. Any Employee who refuses recall to his/her former position will be removed from the recall list.

Laid-off Employees may apply for relief status in their Programs. Nothing in this section shall alter the Employer's right to use relief Employees.

Section 5 – Recall Procedure:

The Employer will notify the laid-off Employee of a recall opportunity by registered return receipt mail to the Employee's last known address. An Employee on layoff who is offered a vacant position must notify the Employer within five (5) business days if he/she accepts the position and must return to work within fourteen (14) calendar days after the notification of recall.

ARTICLE 17
JOB POSTING

Section 1 – Vacancies:

Vacancies for all bargaining unit positions will be posted on a bulletin board for a period of seven (7) calendar days at each Program site, as well as on the Agency's website.

Any Employee interested in applying for such a position must express his/her interest in writing prior to the close of the posting period. This provision shall in no way limit the Employer's right to seek applicants from outside sources.

Section 2 – Job Posting:

Job postings shall contain the following:

- (a) date of posting and expiration;
- (b) job title;
- (c) program location;
- (d) salary level;
- (e) hours of work per week; and
- (f) brief description of duties and qualifications.

Section 3 – Selection Factors:

If in Management's judgment two or more applicants are equally qualified, length of service will be the determining factor. Qualified in-house candidates and qualified Employees on layoff with recall rights will be given preference over outside applicants.

ARTICLE 18
BULLETIN BOARDS

The YWCA will provide a bulletin board at each work site for the Union to post notices of Union meetings, election of officers or notices of Union recreational, educational, or social activities. Each bulletin board will be placed in an area accessible to Employees. Materials to be posted shall be submitted to the Human Resources Coordinator for approval, initialing and dating prior to posting. Posting of approved notices by the Human Resources Coordinator will not be unreasonably delayed or denied.

ARTICLE 19
LABOR-MANAGEMENT COMMITTEE

The Agency and the Union agree to establish a Labor Management Committee consisting of not more than six (6) bargaining unit members selected by the Union, four of whom may attend any given Labor Management Committee meeting, a representative of the Union, and not more than five (5) members of Management. The Committee will meet for the purpose of discussing matters of mutual interest and concern. The parties shall meet at times mutually agreeable to each other. Agendas for such meetings, which will normally be held every other month for up to two hours per meeting, shall be exchanged at least one week prior to the scheduled meeting. By agreement the Labor Management Committee may meet more frequently than bi-monthly. Meetings will not be held during the period of negotiations or a successor to this Agreement.

Committee members scheduled to work during Committee meetings will, subject to operational needs, be released to attend the meeting and shall receive pay for such release time not to exceed two hours.

ARTICLE 20
LEAVE WITHOUT PAY

Section 1 – Family Medical Leave Act (FMLA):

All Employees who have been employed for at least twelve (12) months and have worked at least 1,250 hours during that period are eligible for an unpaid leave of absence of up to twelve (12) weeks in accordance with the Family and Medical Leave Act of 1993 and the Employer’s personnel policy for Family and Medical Leave of Absence.

Section 2 – Maternity Leave:

Employees may take maternity leave in accordance with Massachusetts law. Such leaves shall run concurrently with the FMLA leave.

Section 3 – Personal Leave:

All post-provisional Employees may be granted a personal leave of absence of up to four (4) weeks. Requests for such a leave must be in writing to the Executive Director, not less than two (2) weeks in advance of the date for which such leave is requested. An extension of up to two (2) additional weeks may be granted. Such leaves and any extension thereof will not be arbitrarily denied.

Section 4 – Education Leave:

An Employee who has completed one (1) full year of employment may request a leave of absence for the purpose of pursuing an educational objective related to the services provided by the Employer. The maximum leave times available under this section is one year and will be granted only once to an Employee. Such leaves may be granted or denied at the option of the Executive Director and the request must be in writing at least four (4) weeks in advance of the leave date.

Section 5 – Accrual of Benefits:

Employees on an unpaid leave of absence for more than thirty (30) days do not accrue benefits or seniority during such leave, except as required by law. Employer contributions for health, dental and life insurance benefits are temporarily suspended after thirty (30) days during a non-FMLA or maternity leave of absence.

Section 6 – Return from Leave:

When returning to work after an FMLA leave taken for an Employee's own medical reasons or a personal leave granted for medical reasons, an Employee will be required to provide medical documentation that he/she is medically capable of resuming his/her job duties. Employees returning from an FMLA leave or maternity leave or personal leave will be returned to the same job. For Employees returning from an Educational leave, the Employer will return that Employee to an available position, if qualified to perform the work.

Section 7 – Benefits/During Leave:

An Employee who receives an FMLA Leave, Personal Leave or Leave for non-occupational-related illness or injury, must take such leave as a paid leave to the extent that he/she has accumulated personal/sick time, vacation or holiday hours. An Employee may elect to retain one (1) week of available vacation time for use after his/her leave of absence.

Section 8 – Small Necessities Leave Act (SNLA):

The Small Necessities Leave Act (SNLA) provides Employees with twenty-four (24) hours of unpaid leave per leave year for the following purposes:

- Participation in school activities of a son or daughter, so long as those activities are "directly related to the educational advancement" of the child;
- Accompanying a son or daughter to routine health care appointments;
- Accompanying an elderly relative over 60 years old and related by blood or marriage) to routine health care appointments; and
- Accompanying an elderly relative to an appointment for professional services related to the individual's care; such as interviewing at nursing or group homes.

This leave can be taken intermittently or all at once. If available, Employees must use accrued leave pool hours for Small

Necessities Leave. However, the Employer will not rescind approval for other scheduled paid time off if use of paid time off for SNLA reduces Employee's pool of paid time off to less than amount required to cover the previously scheduled and approved paid time off. If the need for the leave is foreseeable, the Employee must provide at least three (3) days' notice before the leave is to begin. If the leave is not foreseeable, the Employee must provide as much notice as possible. Upon request, the Employee shall provide documentation that supports use of SNLA.

ARTICLE 21 **JURY DUTY**

It is the obligation of an Employee summoned to jury duty to provide to his/her supervisor a copy of the summons or notification to serve. All full-time and regular part-time Employees who lose regularly scheduled work due to jury duty will receive the difference between their regular pay and payment received from the court for the first five (5) days of such service provided: (1) the Employee furnishes the Employer with evidence of jury service and payment received from the court; and (2) if released from jury duty prior to 1:00 p.m. the Employee contacts his/her supervisor as to whether or not to report to work for the remainder of the day. Time spent on jury duty will not count as hours worked for the calculation of overtime.

ARTICLE 22 **BEREAVEMENT**

Section 1:

In the event of death in the immediate family (spouse/spousal equivalent, parents, parents-in-law, children, stepchildren, grandparents, grandchildren, sister, brother), an Employee will be eligible to receive pay for time lost for up to three (3) scheduled work days provided the days are consecutive.

In the event of the death of a brother-in-law, sister-in-law, aunt or uncle, an Employee will be eligible to receive pay for time lost on one (1) scheduled work day.

Section 2:

Time paid for bereavement leave shall not be considered in the calculation of overtime pay.

Section 3:

The Employee may be required to furnish proof of death and relationship satisfactory to the Employer.

ARTICLE 23
MILITARY LEAVE

Unpaid Leaves of Absence for performance of duty with the Armed Forces of the United States or with a reserve component thereof shall be granted in accordance with applicable law.

ARTICLE 24
VACATION

Section 1 – Credit Period:

Vacation leave shall not be credited to an Employee until he/she has been employed by the Employer for four (4) continuous months. At the end of this four (4) month period, an Employee will be credited with all vacation leave time earned from his/her first day of employment.

Section 2 – Requests:

Vacation leave shall be requested by an Employee using a "Time Off Request Form." This form must be submitted to his/her Program Supervisor as far in advance of the requested vacation time as possible but not less than two (2) weeks in advance of the intended leave (for which a response will be provided within 7 days of the first day requested off), except for requested vacation time of three (3) days or less in which case the vacation request must be submitted in advance the same number of days as being requested (for which a response will be provided within 24 hours of the first day requested off). Vacation requests shall be approved on a first come first serve basis unless two or more requests are submitted at the same time in which case they shall be approved based on seniority. Based upon its assessment of

client needs, the Employer maintains its right to restrict the number of vacations granted in any particular week.

Section 3 – Accrual:

Full-time Employees will accrue vacation time based on 37.5 hours/week based upon the following schedule:

- a. Employees with at least four (4) months of continuous employment but less than four (4) years shall be credited with 4.33 vacation hours per bi-weekly payroll (3 weeks per year);
- b. Employees with at least four (4) years of continuous employment but less than ten (10) years shall be credited with 5.77 vacation hours per bi-weekly payroll (4 weeks per year);
- c. Employees with at least ten (10) years of continuous employment but less than twenty (20) years shall be credited with 7.21 vacation hours per bi-weekly payroll (5 weeks per year); and
- d. Employees with at least twenty (20) years of continuous employment shall be credited with 8.66 vacation hours per bi-weekly payroll (6 weeks per year).

Section 4 – Part-Time Employees:

Vacation will be granted to part-time Employees on a pro rata basis by rounding down to the next 7.5 hour increments based upon a 37.5 hour workweek.

Section 5 – Maximum Accruals:

Employees may accumulate no more than the maximum number of vacation hours he/she can earn in an eighteen (18) month period.

Section 6 – Termination of Employment:

Upon termination of employment, an Employee shall be paid for unused vacation leave credits at his/her current rate of pay, provided that the Employee has completed four (4) months of consecutive employment. Accrued vacation time may not be taken during the resignation notification period.

If, without just cause, the Employer terminates an Employee after s/he has provided notice of resignation, the Employee shall be compensated for the time s/he would have worked before the effective date of his/her resignation.

ARTICLE 25 **PERSONAL/SICK DAYS**

Section 1:

Non-provisional full-time and part-time Employees are eligible for personal/sick days. Full-time Employees' personal time accrues from the date of hire at the rate of 2.02 hours of personal/sick time for each two week payroll period worked. Personal/sick days will be granted to part-time Employees on a pro rata basis by rounding down to the next 7.5 hour increments based upon a 37.5 hour workweek. Personal time may only be utilized after the Employee's provisional period.

Section 2:

Personal days must be pre-scheduled when possible. Personal days cannot be used in conjunction with vacation time or a holiday, unless pre-approved by the Employee's supervisor at least two (2) business days in advance of the first day of vacation or the holiday.

Section 3:

Personal time may be carried over from one year to the next but an Employee may not accumulate more than 187.50 hours of accrued personal time. Accrued personal time will not be paid upon termination, resignation or retirement. No Employee shall be entitled paid personal time in excess of his/her accumulated credit. Once an Employee provides the required resignation notice, accrued personal time may not be taken.

Section 4:

(a) Residential Employees: A day shift Employee must notify his/her supervisor, or designee of his/her inability to report to work as scheduled at least two (2) hours prior to his/her starting time. Evening shift Employees must provide three

(3) hours prior notice; night shift Employees must provide five (5) hour prior notice.

(b) A Community Service Employee must notify his/her supervisor or designee of his/her inability to report to work as scheduled at least one (1) hour prior to his/her starting time.

(c) In the event an Employee fails to provide the required notice, he/she may be subject to discipline.

Section 5:

An Employee who is absent three (3) or more consecutive work days due to illness/injury, whether paid or not, will upon request submit a physician's certificate of fitness to resume work prior to his/her return to work if appropriate. However, medical documentation may be requested at any time with just cause, if an Employee calls out due to illness or injury.

Section 6:

The Employer will continue its practice of allowing Employees to use personal/sick time in less than full day increments.

ARTICLE 26
HOLIDAYS

Section 1:

The following Holidays will be observed by the Employer for all regular Employees:

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Thanksgiving Day |
| Patriots' Day | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

Section 2:

An Employee shall not be eligible to receive holiday pay unless the Employee works the holiday, if scheduled, and his/her regularly scheduled work day immediately preceding and

immediately following the holiday unless such day off is a pre-approved vacation or personal day. Such pre-approval must be requested at least two (2) business days in advance of the holiday.

The Employer may grant holiday pay to an Employee who is absent due to an emergency from a regularly scheduled work day immediately preceding, or following, a holiday. The Employer will, in its sole discretion, determine, if the absence was due to an emergency but it will not exercise this discretion in an arbitrary manner.

Section 3:

Employees shall not receive holiday pay if they are out of work because of a layoff or a leave of absence. If a holiday falls within an Employee's vacation period, the holiday will be paid and the vacation day will remain credited to that Employee.

Section 4:

Full-time Employees shall receive 7.5 hours of holiday pay. Part-time Employees who work a regular schedule of twenty-two and one-half (22.5) or more hours per week will receive pro-rated pay based on 22.5 hours.

Section 5:

If an Employee is required to work on a scheduled holiday, he/she shall be given the choice of receiving holiday pay or scheduled to have a compensatory holiday off within sixty (60) days following the date on which the holiday occurred. If a holiday falls on a day that is not an Employee's regularly scheduled workday, he/she shall be scheduled to have a compensatory holiday off within sixty (60) days following the date which the holiday occurred.

Section 6:

Holiday pay is not considered hours worked and shall not be considered in the calculation of overtime pay.

ARTICLE 27
JOB DESCRIPTIONS

All Employees shall receive a copy of their job description at the time of their hiring.

Job descriptions may be revised based on operational needs. However, before the YWCA creates a new job classification, or substantively revises an existing job description, it shall normally supply the Union with a copy at least two (2) weeks prior to the job description's effective date. Upon request, management will meet to discuss the new or revised job description.

ARTICLE 28
PERSONNEL FILES

Personnel files shall be maintained and kept confidential by the Employer unless written permission is given by the Employee to release information or unless disclosure is in response to a valid subpoena or at the request of the Union in a grievance proceeding, in which case the Employee will be notified of the release of information.

Upon a written request and within a reasonable period of time, not to exceed five (5) business days, an Employee shall be provided with a copy of any material contained in his/her personnel file.

Upon written request, Employees are entitled to inspect their personnel files. Employees wishing to inspect their file should make an appointment during normal business hours with the Director of Human Resources.

Employees shall have the right to attach memos or letters of rebuttal to any material in their personnel files.

ARTICLE 29 **EVALUATIONS**

All Employees will receive a written evaluation after the completion of his/her provisional period and annually thereafter. The Employee will have the opportunity to review the evaluation in a meeting with his/her supervisor.

Evaluations recognize and reinforce positive performance as well as addressing corrective action for areas that need correction. An evaluation may not be used as a substitute for a formal disciplinary warning.

All supervisors and Employees will use the same standard, written "Employee Evaluation" form, as determined by management. Each Program Director may add an addendum to the standard evaluation form.

A copy of the Employee's evaluation will be placed in his/her personnel file. Upon request, a copy of the Employee's completed evaluation will be given to the Employee.

ARTICLE 30 **WORKERS' COMPENSATION**

The Employer will maintain Workers' Compensation insurance in accordance with Massachusetts law. Except as specifically provided in this Agreement, determination of type and length of benefit coverage and reinstatement rights under Workers Compensation will be made in accordance with applicable law.

A leave of absence for up to one (1) year will be granted to a non-provisional Employee who is absent because of an industrial accident or illness. For the first six (6) months of a Workers' Compensation leave, an Employee is entitled to reinstatement to his/her own former position. For the second six months of a Workers' Compensation leave, the Employee is entitled to return to an available position if qualified to perform the work. The Employer will continue to pay its normal monthly contribution towards the Employee's medical and dental insurance premium

during the first three months of any Workers Compensation Leave. During such time the Employee is responsible to contribute his/her normal portion of such premiums.

An Employee may use any available Personal Time during the first five (5) days of absence due to an industrial accident or illness.

ARTICLE 31 **HEALTH AND SAFETY**

The Union and YWCA both recognize the need to continue maintaining a safe and healthy working environment. The YWCA, the Union and the Employees shall observe all applicable health and safety laws and regulations. Employees must observe all procedures regarding safety and report all injuries immediately to their supervisor. The parties may use the Labor-Management Committee to address any health and safety issues as they arise within the agency.

ARTICLE 32 **MISCELLANEOUS**

Section 1 – Transportation:

Employees who drive their personal vehicles in the performance of their duties will be reimbursed for mileage at the rate established by the Commonwealth of Massachusetts for mileage reimbursement to state Employees. When this rate is changed, the YWCA will pay the new rate to affected Employees provided that Management is aware of the change.

Management reserves the right to require proof of insurance coverage and possession of a current valid driver's license for all Employees who drive vehicles in the performance of their duties. Management provides supplemental automobile liability insurance for Employees who drive vehicles in the performance of their duties.

Section 2 – Direct Deposit:

The YWCA will continue to provide direct deposit of paychecks for Employees to most banks and credit Unions. Forms for direct deposit are available in the Human Resources Department.

ARTICLE 33:
INSURANCES

Section 1 – Group Health and Dental Insurances:

On the first day of the month following completion of one (1) month of employment, Employees who are scheduled to work twenty-two and one-half (22.5) hours per week are eligible to participate in the corporate Group Health and Dental Insurance Programs.

Section 2 – Short-Term Disability/Long-Term Disability and Life Insurances:

On the first day of the month following the completion of one (1) month of employment, Employees who are scheduled to work twenty-two and a half hours (22.5) or more hours per week are eligible to participate in the corporate Short-Term Disability, Long-Term Disability and Life Insurance Programs.

Section 3:

The Employer agrees to provide the corporate Group Health and Dental Insurances, Short-Term and Long-Term Disability and Life Insurance plans on the same basis and extent that such plans are generally available to Employees of the YWCA subject to the eligibility, contributions and other requirements of the programs.

During the seven-day period before the annual open enrollment period commences, the Employer will meet to discuss - but not negotiate - any health insurance plan changes affecting bargaining unit Employees, upon request by the Union.

The Employer reserves the right to change, amend or replace the above-referenced plans or their carriers so long as such changes uniformly apply to all Employees of the YWCA of Western Massachusetts, Inc.

Employees are responsible for completing all necessary enrollment forms for these insurance plans.

The HR department is available to assist all Employees' with insurance and benefit questions. The Employer will routinely remind Employees (via memos, meetings, supervisions, or electronically) of all of the benefit opportunities that the YWCA has to offer.

Section 4 – Professional Liability Insurance:

The Employer shall provide each Employee with professional liability insurance coverage issued by a commercial carrier. Such coverage shall apply to actions taken by Employees within the normal course and scope of their employment.

ARTICLE 34
RESIGNATION

In order for a bargaining unit member to tender his/her resignation in good standing the following is required:

- (a) The notice of resignation must be put in writing to the Human Resources Coordinator; and
- (b) The notice of resignation must be submitted at least two weeks prior to his/her departure.

Accrued time cannot be used during the resignation notice period when only the minimum 2-week notice is given even if the time off was approved before the resignation was tendered.

A waiver from this policy may only be granted by the Human Resources Coordinator, or his/her designee. Waivers will not be denied in an arbitrary or capricious manner.

ARTICLE 35 **SEPARABILITY**

Section 1:

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof.

Section 2:

In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

ARTICLE 36 **RETIREMENT PLANS**

Section 1 - 403(b) (Tax Deferred Annuity Plan):

Employees are eligible to participate in the YWCA Tax Deferred Annuity Plan pursuant to IRS Regulations and the Plan's terms, conditions and limitations.

Section 2:

Employees are eligible to participate in the YWCA Discretionary Retirement Plan pursuant to IRS Regulations and the Plan's terms, conditions and limitations.

Section 3:

The Plans set forth above may be modified, amended, terminated or replaced by the Employer at any time so long as such changes or terminations uniformly apply to all Employees of the Employer.

ARTICLE 37
WAGES

Section 1:

The straight-time base hourly rates in effect during the term of this Agreement shall be as follows:

<u>Classification</u>	<u>Minimum Starting Rate</u>
Case Managers (Coordinators and Outreach Workers)	\$13.07
Direct Service Advocates and Intake workers	\$11.22
Teachers	\$14.13
Construction Trainers	\$13.08
Project Manager	\$19.87
Cook	\$11.22
Court Advocates/Visit Monitors	\$12.24
Job Developer/YouthBuild WIA Counselors	\$14.28

On July 1, 2014, the agency will increase all current bargaining Employees base pay by 2%. In addition, The Minimum Starting Rates for bargaining unit Employees base pay by 2%.

Section 2:

If during the term of this Agreement additional money is made available by a funding source to the Agency and the money is earmarked for Wages, the YWCA will follow that directive. The YWCA will notify the Union of such directive and upon request will meet to discuss the distribution of the money.

Section 3 – Shift Differentials:

Residential Employees shall receive an overnight shift differential in the amount of \$1.25/per hour if Employee works a minimum of 2 hours of a residential shifts beginning at 10:00 p.m. or later.

Section 4 – Service Awards:

All Employees are eligible to receive a Service Award in the following amounts on the following anniversaries of their employment:

5 years	\$ 100	15 years	\$ 750
10 years	\$ 500	20 years	\$1,000

Section 5 – Signing Bonus:

Within 14 days of ratification of this Agreement, which succeeds the Agreement with an initial stated expiration date of March 31, 2014, each current bargaining unit member will receive a one-time payment of \$150.

Section 6 – Holiday Token:

Full-time Employees will receive a holiday token valued at \$125 each December. The holiday token will be pro-rated for non-full-time Employees based on their full-time equivalency. The form of the holiday token (*i.e* check, gift card, etc.) shall be solely determined by the YWCA.

Section 7 – Merit Bonus:

- a. Employees rated as meets expectation in at least 6 of the 8 performance evaluation categories will receive a one-time payment as indicated in the chart below.
- b. Annual evaluations will be completed by the Employee’s immediate supervisor. The evaluations will be reviewed by the next level of supervisor. If a supervisor has been in his/her position for less than three months the evaluation will be performed by the Unit Director. Evaluation ratings are not grievable or arbitrable.
- c. Employees will be evaluated on or about the anniversary of their hire.
- d. Eligible Employees will receive bonuses in accordance with the paragraph (f) below as soon as practicable after evaluation.
- e. The process of annual evaluations on anniversary date will commence July 1, 2014.

f. FTE	<u>1.0</u>	<u>.80</u>	<u>.60</u>	<u>.40</u>	<u>.20</u>
Points					
8	\$300	\$240	\$180	\$120	\$60
7	\$200	\$160	\$120	\$80	\$40
6	\$100	\$80	\$60	\$40	\$20

Section 8 – Attendance Incentive:

A \$25 gas card per calendar quarter will be issued to each Employee who has perfect attendance in the preceding calendar quarter (i.e. no call outs or unplanned absences).

ARTICLE 38
DURATION AND RENEWAL

This Agreement will be effective as of April 1, 2014 and will remain in full force and effect until March 31, 2017, and will continue in effect from year-to-year thereafter unless written notice of a desire to modify this Agreement is given by either party to the other at least sixty (60) days prior to April 19 of any year. In the event such notice is given, this Agreement will continue in effect until a new agreement is reached unless terminated by either party upon written notice of not less than thirty (30) days. Said notice may be given no sooner than thirty (30) days prior to the expiration date established in this Agreement.

IN WITNESS WHEREOF, the parties by their duly-authorized representatives have executed this Agreement as of July 1, 2014.

International Union, United Automobile, Aerospace and Agricultural Implement Workers (UAW) and UAW Local 2322

Jocelyn Silverlight
Alex Gross
Diane Higgins
Bethzaida Rivera

Nancy Fish
Liz Mancevice
Flor Maria Berrios

Young Womens’ Christian Association of Western Massachusetts, Inc. (YWCA)

Mary Reardon Johnson

Suzy Cieboter

[signatures on file]

Side Letter 1
MA Domestic Violence Bill

The parties agree that domestic violence is a serious societal problem that directly impacts the lives and work of the YWCA Employees and the people they serve. The parties further pledge their cooperation to support the passage of state legislation that adequately protects victims of domestic violence and moves us closer to the total eradication of domestic violence.

Side Letter 2

The parties pledge to cooperate to lobby the Governor and state Legislature:

- a. To include provisions for Salary Reserve in the state budget

To encourage bargaining unit staff to participate in this effort, the Employer will, upon request, grant one day of unpaid time off to up to five Employees, assuming adequate staffing would not be compromised, once a year to travel to the State House in Boston to support this effort.

APPENDIX A

MEMBERSHIP APPLICATION

UAW Local 2322 4 Open Square Way, Suite 406 Holyoke, MA 01040

_____	_____	_____
<i>please print:</i> (last name)	(first name)	(initial)
_____	_____	_____
(street address)	(city)	(state) (zip)
(_____) _____	_____	
(home phone)	(email)	
_____	_____	
(employer)	(job title)	
_____	_____	
(work site/department)	(hire date)	

I hereby accept membership in UAW Local 2322 and authorize UAW Local 2322, its agents or representatives, to act for me as my exclusive representative in collective bargaining on all matters pertaining to wages, hours of work, working conditions and other conditions of employment. I also agree to abide by all rules, regulations and constitutional provisions established by Local 2322 and the UAW.

Signature _____ / / _____
(Please sign on line above) (date)

AUTHORIZATION FOR CHECK-OFF DUES

I hereby assign the UAW Local Union 2322 from any wages earned or to be earned by me such sums as the Financial Officer of said Local 2322 may certify as due and owing from me as membership dues, including an initiation fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW.

I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union any time while this authorization is in effect.

You WILL NOT pay union dues until your shop's first contract has been negotiated and ratified.

This authorization may be revoked by me as of the expiration or anniversary date of the collective bargaining agreement covering my employment. To effect such a revocation, written notice, signed by me, must be received by my Employer and the Union by registered mail not more than sixty (60) days and not less than fifty (50) days before the contract anniversary/expiration date.

Were you ever previously a member of the UAW? ___ No ___ Yes **If yes, list your**

previous Local Union# AND place of employment? _____

SSN: _____ - _____ - _____ Date: _____ / _____ / _____
(SNN# is optional)

Signature _____
(Please sign on line above)

Mail card to: UAW Local 2322 office or give to your shop steward