

AGREEMENT

**YWCA OF WESTERN MASSACHUSETTS, INC.
("YWCA" or "Employer" or "Agency")**

AND

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

August 1, 2023 – July 31, 2027

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,

Local 2322

United Automobile, Aerospace and Agricultural Implement Workers of America

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	3
Article 3: Non-Discrimination.....	3
Article 4: Union Security.....	4
Article 5: Dues Deductions.....	4
Article 6: Union Business.....	4
Article 7: Management Rights.....	6
Article 8: Definitions.....	6
Article 9: Provisional Period.....	7
Article 10: No Strikes - No Lockouts.....	7
Article 11: Discipline and Discharge.....	8
Article 12: Grievance/Arbitration Procedure.....	8
Article 13: Hours of Work and Overtime.....	10
Article 14: Training and Professional Development.....	11
Article 15: Seniority.....	11
Article 16: Reduction in Force or Work Hours.....	12
Article 17: Job Posting.....	13
Article 18: Bulletin Boards.....	13
Article 19: Labor-Management Committee.....	13
Article 20: Leave Without Pay.....	14
Article 21: Domestic Violence Leave.....	16
Article 22: Jury Duty.....	16
Article 23: Bereavement.....	16
Article 24: Military Leave.....	17
Article 25: Vacation.....	17
Article 26: Personal/Sick Days.....	18
Article 27: Sick Leave.....	18
Article 28: Holidays.....	19
Article 29: Job Descriptions.....	20
Article 30: Personnel Files.....	20
Article 31: Evaluations.....	21
Article 32: Worker's Compensation.....	21
Article 33: Health and Safety.....	21
Article 34: Miscellaneous.....	22
Article 35: Insurances.....	22
Article 36: Resignation.....	23
Article 37: Separability.....	23
Article 38: Retirement Plans.....	24
Article 39: Wages.....	24
Article 40: Duration and Renewal.....	25
Signatures.....	26
Side Letter 1: Salary Reserve Lobbying.....	27
Side Letter 2: Inactive Job Classifications.....	28
Appendix A: Membership Application.....	29

AGREEMENT

This Agreement, entered into August 2017 by and between the YWCA 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, (hereinafter referred to as (“UAW” or “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 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, gender identity, 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 Union office which contains the following information: names of Employees eligible for Union 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:

The Employer shall provide forty (40) hours of unpaid release time per year for the purpose of allowing bargaining unit members to attend union training. This 40 hours of unpaid release time is not per Employee but rather is the total for the entire bargaining unit. Employees shall request time off for this purpose from their supervisor at least two (2) weeks in advance. Supervisory approval will not be unreasonably denied.

Union bargaining committee members (up to three (3)) will be released from work for up to three hours for each scheduled bargaining session with the Employer. Union bargaining committee members will notify their supervisors as soon as possible of all dates and times of scheduled bargaining sessions. Supervisory approval will not be unreasonably denied.

(1) With their 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 their duties as the Union Steward and shall perform such duties when they are 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 their 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 their workstation without authorization from their manager and the manager of the work area they wish to enter. The Steward will indicate the name of the person(s) they desire to see and the reason. Permission will not be arbitrarily denied.

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, except in an emergency. The Union Representative shall notify the Site Director upon 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 five (5) 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 starting from their most recent date of hire provided that Employees rehired within twelve (12) months will regain all past seniority after the successful completion of the provisional period.

Section 3 – Orientation: The Employer will provide orientation to new Employees with the goal of training them to perform their jobs.

The UAW Local 2322 Representative will be invited to meet with new hires during the agency orientation, for up to thirty minutes. During which time the Union Representative will review Union member's rights, provide information, answer questions and share opportunities for training and social activities and refrain from criticism of the agency and its representatives. Advance notice to the UAW Local will normally be provided at least one month in advance for scheduling purposes.

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

Section 1. 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, they 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 and formal written disciplinary actions of bargaining unit Employees.

Corrective action notice forms issued to bargaining unit Employees will include contact information for the designated UAW, Local 2322 Representative. **“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.”**

Section 2. If an Employee reasonably believes that an investigatory meeting with a supervisor or external investigator could result in discipline or adversely affect their personal working conditions, the Employee has the right to request the presence and representation of a Union Representative or Steward at the meeting. It is the employee’s responsibility to contact the Union and to obtain their representation at any such meeting.

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 their 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 their 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. Human Resources shall notify the Grievant in writing of their 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 their 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 they find that they have 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, they will be paid an additional thirty minutes at their 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 their discretion offer to the Employee the opportunity to have their 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. 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. The YWCA will provide affected Employees as much notice as possible of required training provided that 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. Employees will have the opportunity to meet with their supervisors at a mutually convenient time. This provision is not subject to the grievance/arbitration procedure of this Agreement.

ARTICLE 15

SENIORITY

Section 1 - Employer Seniority: Employer Seniority is defined as the Employee's length of continuous employment with the Employer since their 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 their 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 they are 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 their 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 their former position. Any Employee who refuses recall to their 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 they accept 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 for a period of at least ten (10) calendar days on the Agency's website, unless the vacancy is no longer open.

Any Employee interested in applying for such a position must express their interest through the agency's website 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;
- 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 an unlocked 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 for 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.

Some of the reasons for which FMLA must be granted to eligible Employees include:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the Employee’s child after birth, or placement for adoption or foster care;
- to care for an immediate family member (spouse, son or daughter or parent) who has a serious health condition; or
- for a serious health condition that renders an Employee unable to perform your job

Job Benefits and protection:

- For the duration of FMLA leave, the Employer must maintain the Employee’s health coverage provided that the Employee pays their share of premiums (or make other arrangements in advance).
- Upon return from FMLA leave, Employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit earned before the start of an Employee’s leave.

Section 2 – Parental Leave: Employees may take parental 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 parental 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 they are medically capable of resuming

their job duties. Employees returning from an FMLA leave or parental 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 they have accumulated personal/sick time, vacation or holiday hours. An Employee may elect to retain one (1) week of available vacation time for use after their leave of absence.

Employees on an FMLA Leave, Personal Leave or Leave for non occupational related illness or injury, who exhaust paid time off, must continue to timely pay their designated contributions to benefit plans in which they are enrolled.

Section 8 - SMALL NECESSITIES ACT (SNLA): The Small Necessities Leave Act (SNLA) provides Employees with twenty-four (24) hours of unpaid leave per 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 healthcare 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.

Section 9 – Paid Family Medical Leave: The Employer will in all respects adhere to the Massachusetts Paid Family Medical Leave Act (“PFMLA”) as to employees that qualify for benefits or are eligible under the PFMLA. The employer shall adhere to all active provisions of the PFMLA, including Section 4, which requires the employer to post in a conspicuous place on each of its premises a workplace notice prepared or approved by the Commonwealth providing notice of benefits available under PFMLA.

ARTICLE 21 DOMESTIC VIOLENCE LEAVE

The YWCA has a zero tolerance policy against sexual assault, domestic violence, and stalking and abusive behavior because of their devastating effects in society and in the workplace.

In accordance with M.G.L. c.149, sec 52e, all Employees, are eligible for up to fifteen (15) days of unpaid leave in any twelve month period to address the consequences of abusive behavior, whether to themselves or family members.

To be eligible for leave, an Employee (a) must not be the perpetrator of the abusive behavior and (b) must be taking the leave from work to seek or obtain medical attention, victim services or legal assistance, to secure housing, to obtain a protective order from a court, to appear in court before a grand jury to meet with a district attorney or other law enforcement official, to attend child custody proceedings, or to address other issues directly related to the abusive behavior against the Employee or the Employee's family member.

Except in cases of imminent danger, an Employee must provide reasonable advance notice of the need to take leave. If an Employee takes leave due to imminent danger and cannot provide advance notice, the Employee must notify the YWCA within three (3) workdays.

Employees may be requested to provide documentation after returning to work, verifying that the Employee or a family member has been a victim of abusive behavior and that the leave was taken to address issues directly related to the abusive behavior. Employees shall be given a reasonable period to provide such documentation.

ARTICLE 22 JURY DUTY

It is the obligation of an Employee summoned to jury duty to provide to their 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 their 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 23 BEREAVEMENT

Section 1: In the event of death in the immediate family (spouse/spousal equivalent, parents, guardian (biological, step or foster) parents-in-law, children, stepchildren, foster children, 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, uncle, niece or nephew an Employee will be eligible to receive pay for time lost three (3) scheduled work days.

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 24 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 25 VACATION

Section 1: Credit Period: Vacation leave shall not be credited to an Employee until they have been employed by the Employer for four (4) continuous months, except where an Employee has been rehired within twelve months in which case there shall be no waiting period. At the end of this four (4) month period, an Employee will be credited with all vacation leave time earned from their first day of employment.

Section 2: Requests: Vacation leave shall be requested through the payroll software system 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 14 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.

The YWCA will make reasonable efforts to promptly respond to vacation requests that require the making of reservations for travel, overnight accommodations, or the like.

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 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 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 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 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 work week.

Section 5: Maximum Accruals: Employees may accumulate no more than the maximum number of vacation hours they can earn in a twelve (12) month period.

The Employer will remind Employees regularly, no less than quarterly, to take vacation so as to avoid any forfeiture of it. The reminder will also advise Employees that they will no longer accrue vacation while at their maximum accrual.

Section 6: Termination of Employment: Upon termination of employment, an Employee shall be paid for unused vacation leave credits at their 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 they have provided notice of resignation, the Employee shall be compensated for the time they would have worked before the effective date of their resignation.

ARTICLE 26 PERSONAL DAYS

Section 1:

Full-time and part-time Employees are entitled to three (3) personal days per calendar year. Personal days will be credited to eligible Employees at the beginning of each calendar year. Personal days will be pro-rated for Employees in the year of their hire. Personal time may only be utilized after the Employee's provisional period has ended. Personal days will be granted to part-time Employees on a pro-rata basis based upon a 37.5-hour full-time work week. Personal time may be used in increments as small as .25 hours.

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

Section 3:

Personal time may not be carried over from one year to the next. Personal time will not be paid upon termination, resignation or retirement. Once an Employee provides the required resignation notice, personal time may not be taken.

ARTICLE 27 SICK LEAVE

Section 1

Employees will be credited one (1) hour of paid leave for each twenty-two and one-half (22.5) hours worked, up to a maximum calendar year accrual of seventy-five (75) hours. Sick leave accrual begins with the first day of employment.

Section 2

In order to be eligible for sick leave usage an Employee must have completed 90 days of active

employment.

Section 3

Employees may use sick time to:

- (1) care for the Employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or
- (2) care for the Employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or
- (3) attend the Employee's routine medical appointment or a routine medical appointment for the Employee's child, spouse, parent, or parent of spouse; or
- (4) address the psychological, physical or legal effects of domestic violence as defined in section 1 of M.G.L. ch. 151A.

Section 4

Employees must notify the Employer before they use of sick time, except in an emergency, as follows:

- (a) Residential Employees: A day shift Employee must notify their supervisor, or designee of their inability to report to work as scheduled at least two (2) hours prior to their starting time. Evening shift Employees must provide three (3) hours prior notice; night shift Employees must provide five (5) hour prior notice.
- (b) All other Employees must notify their supervisor or designee of their inability to report to work as scheduled at least one (1) hour prior to their starting time.
- (c) In the event an Employee fails to provide the required notice, they may be subject to discipline.

Section 5

Employees are required to complete an agency-approved form stating that they are using or have used sick time for a covered purpose. A doctor's note or other documentation may be required, such as when an Employee misses more than 24 consecutive scheduled work hours.

Section 6

Employees may carryover forty (40) hours or two weeks of sick leave, whichever is greater, into another year in accordance with Massachusetts' Earned Sick Leave law and applicable regulations.

ARTICLE 28 HOLIDAYS

Section 1: The following Holidays will be observed by the Employer for all regular Employees:

New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day/Indigenous Peoples' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Section 2: An Employee shall not be eligible to receive holiday pay unless the Employee works the holiday, if scheduled, and they 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 holiday pay on a pro-rated basis.

Section 5: If an Employee is required to work on a scheduled holiday, they shall be 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, the Employee 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 29 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 30 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 their 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 31 EVALUATIONS

All Employees will receive a written evaluation after the completion of their provisional period and annually thereafter. The Employee will have the opportunity to review the evaluation in a meeting with their 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 their personnel file. Upon request, a copy of the Employee's completed evaluation will be given to the Employee.

ARTICLE 32 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 their own former position. For the second six (6) 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 their 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 33 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. The YWCA

will aspire to provide PPE if necessary and obtainable.

ARTICLE 34 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

Employees must participate in the YWCA's direct deposit of paychecks program. The YWCA will not unreasonably deny Employee requests for temporary exceptions to this requirement due to extenuating circumstances. Forms for direct deposit are available in the Human Resources Department.

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.

Section 3 – Accrual of Leave

Employees who take leave under PFLMA, FMLA, personal leave, or leave for non-occupational-related illness or injury, or from other sources, must adhere to the CBA or the governing statute, as applicable, on the topics of usage of accumulated personal/sick time, vacation, holiday, or other hours that have been accrued.

ARTICLE 35 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 36 RESIGNATION

In order for a bargaining unit member to tender their 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 their 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 their designee. Waivers will not be denied in an arbitrary or capricious manner.

ARTICLE 37 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 38 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.

Section 4

Effective July 1, 2017, all newly hired staff will be auto-enrolled in the 403(b) plan, with a 90-day opt-out option during which time they can un-enroll and be entitled to a return of funds deposited during that time period. Effective January 1, 2018, all staff will be auto-enrolled in the 403(b) plan but will not have the option of a return of deposited funds while an active YWCA Employee."

ARTICLE 39 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>
Shelter/Residential Program Advocate	\$17.00/hr.
Intake Worker	\$19.00/hr.
Lead Visit Monitor & Intake Coordinator	\$22.00/hr.
SAFEPLAN Advocate	\$21.50/hr.
Support Specialist (DVSS)	\$16.00/hr.
Support Specialist (YPP)	\$20.00/hr.
Visit Monitor	\$17.00/hr.
Domestic Violence Counselor	\$19.00/hr.

Sexual Assault Counselor	\$20.00/hr.
Sexual Assault Counselor & Community Liaison	\$22.00/hr.
YPS Counselor	\$20.00/hr.
Senior YPS Counselor	\$23.00/hr.
Young Parent Residential Program Advocate	\$18.00/hr.
Support Specialist (Non-Residential Programs)	\$17.00/hr.
Homelessness Services Outreach Navigator	\$20.00/hr.
Violence Prevention Instructor	\$23.00/hr.
Cook	\$22.00/hr.

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 the Employee works a minimum of 2 hours of a residential shift 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	\$250
10 years	\$750
15 years	\$1,000
20 years	\$1,500

Section 5

The YW will continue to attempt to pursue additional funding for raises in its grant and funding applications. Notice and communication on such raises shall be routed through UAW Local 2322. This shall not be a waiver of UAW Local 2322's rights under Article 39, Section 2.

ARTICLE 40 DURATION AND RENEWAL

This Agreement will be effective as of August 1, 2023 and will remain in full force and effect until July 31, 2027, 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.

SIGNATURES

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement, which shall bear the effective date of the 1st day of August, 2023.

No retroactivity - The parties agree that this contract becomes effective upon ratification by the parties and not earlier than the effective date of August 1, 2023.

For UAW and Local 2322:

Nancy Fish
Nancy Fish
UAW Local 2322

For the YWCA:

Elizabeth G. Dineen
Attorney Elizabeth G. Dineen
YWCA, Executive Director

Side Letter 1

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.

Side Letter 2

The parties agree to maintain a separate side letter that lists inactive job classifications at the YWCA.

As of the date of the 2023 contract renewal, such inactive job classifications include:

Case Manager (Coordinator & Outreach Worker), Direct Service Advocate, Lead Direct Service Advocate, Teacher, Construction Trainer, Project Manager, Court Advocate, Job Developer, Youth-Build WIA Counselor, Peer Mentor, Counselor, Lead Support Specialist, Employment/Transitions Navigator, Community Educator, patient Navigator & prevention Instructor, Prevention Instructor, HIV Project Data Coordinator, Housing Specialist.

Appendix A

MEMBERSHIP APPLICATION

please print (last name)	first name	middle name
street address		
city	state	zip
home phone	cell	
work phone	cell	
work email	home email	
work supervisor	division	



I hereby accept membership in UAW Local Union 2122 and authorize UAW Local 2122, 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 2122 and the UAW.

Signature _____
(Please sign on this sheet) _____
date _____

↑ PLEASE FILL OUT & SIGN BOTH SECTIONS BEFORE RETURNING ↓

AUTHORIZATION FOR CHECK OFF DUES

I hereby assign the UAW Local Union 2122 dues and wages passed on to be deducted by me each year as the Financial Officer of said Local 2122 may certify as due and owing from me as membership dues, including an initiation fee and monthly dues or such sum as may be established from time to time as union dues or assessments 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 on each date and on each matter as may be agreed upon between you and the Union, my name, 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 at the expiration or annihilation 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.

Signature _____
(Please sign on this sheet) _____
date _____

Were you ever previously a member of the UAW? Yes _____ No _____
If yes, I was a member of UAW Local # _____ which requested a _____



Mail and to: UAW Local 2122 - 60000 Square Rd., Appleton, WI 54911-1000
(no government agencies and no family relations)