

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**YWCA - DULUTH, MN**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFSCME COUNCIL 5, LOCAL 3558**

**February 1, 2022 – January 31, 2024**

## TABLE OF CONTENTS

PAGE	ARTICLE
3	PREAMBLE
3	ARTICLE 1 PURPOSE
3	ARTICLE 2 RECOGNITION
3	ARTICLE 3 UNION SECURITY
4	ARTICLE 4 NO DISCRIMINATION
5	ARTICLE 5 UNION REPRESENTATIVES
5	ARTICLE 6 MANAGEMENT RIGHTS
6	ARTICLE 7 NOTICE
6	ARTICLE 8 PROBATION
7	ARTICLE 9 CLASSIFICATION AND HOURS OF WORK
8	ARTICLE 10 SENIORITY
10	ARTICLE 11 PROMOTIONS AND VACANCIES
10	ARTICLE 12 GRIEVANCE PROCEDURE
12	ARTICLE 13 DISCIPLINE AND DISCHARGE
13	ARTICLE 14 LEAVES OF ABSENCE
16	ARTICLE 15 HOLIDAYS
17	ARTICLE 16 VACATIONS
18	ARTICLE 17 RATES OF PAY
19	ARTICLE 18 HEALTH INSURANCE
20	ARTICLE 19 LIFE AND DISABILITY INSURANCE
20	ARTICLE 20 RETIREMENT FUND
20	ARTICLE 21 USE OF FACILITIES
20	ARTICLE 22 SNOWDAY POLICY
21	ARTICLE 23 SEPARABILITY
21	ARTICLE 24 ENTIRE AGREEMENT
21	ARTICLE 25 TERM
21	ARTICLE 26 SAVINGS
22	ARTICLE 27 LABOR/MANAGEMENT COMMITTEE
22	ARTICLE 28 RESIGNATION
22	SIGNATURES
23	WAGE SCALE

## **PREAMBLE**

This agreement is made and entered into effective as of February 1, 2022, by and between YWCA of Duluth, Inc., a Minnesota Non-Profit Corporation, of Duluth, Minnesota, hereinafter referred to as the "Employer" and the American Federation of State, County, and Municipal Employees, AFSCME Council 5, Local 3558, of Duluth, Minnesota, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union". The parties agree to the following provisions covering wages, hours and working conditions, which express the full and complete understanding of the parties pertaining to all terms and conditions of employment during the period of this Agreement.

## **ARTICLE 1— PURPOSE**

It is the intent and purpose of the parties hereto to set forth the basic agreement between them for the term of this agreement, covering the wages, hours, and other working conditions of employment to be observed and kept by the parties. It is further intended advance friendly relations between the employer and the employees and promote a workplace environment which fosters mutual respect and dignity between the employer and the employee.

## **ARTICLE 2 — RECOGNITION**

**Section 2.1** The employer recognizes the union as the sole and exclusive bargaining agent of all full-time and regular part-time employees employed by the employer at its Duluth, Minnesota facilities who regularly average 4 hours or more per week excluding independent contractors, managerial employees, confidential employees, office clerical employees, temporary or casual employees employed three or less months; guards and supervisors as defined in the National Labor Relations Act. The employer will notify the Union and Union Steward of each new hire within 15 working days.

**Section 2.2** The employer or its representatives shall not enter into any agreements or bargain collectively or individually with any employees covered by this agreement in the absence of the union.

**Section 2.3 Definitions** When used in this agreement, the following words shall be understood as defined in this section, unless a term is specifically defined otherwise in another article of this agreement.

- A. "Employee" and "Employees" shall mean only those persons covered by this recognition clause.

## **ARTICLE 3— UNION SECURITY**

**Section 3.1 Membership** Employees may join, elect not to join, maintain, or resign their membership in the Union, as they see fit. However, since the Union is the exclusive representative of all bargaining unit employees, and each employee benefits equally from such representation without regard to Union membership, each employee shall assume their fair share of the expense of such representation. Accordingly, all unit employees who elect not to join the

Union or who resign from the Union or for any other reason do not maintain union membership, shall pay to the Union a monthly fair share fee.

**Section 3.2 Dues and Fair Share Fee Check-off** Payroll deductions shall be made semi-monthly for union dues, in accordance with the AFSCME Local 3558 constitution upon presentation by the Union of authorized certification from the Council 5 office, and said union dues shall be remitted to the union office within 15 days of the last semimonthly deduction.

**Section 3.3 Hold Harmless** The union agrees to indemnify, defend and save the Employer, each individual board member of the Employer, and all Employees and agents, harmless against any and all claims, demands, costs (including attorney's fees), suits or other forms of liability and all costs and administrative agency costs that may arise out of or by reason of, action taken by the Employer for the purpose of complying with this article.

**Section 3.4 Concerning Check-off System** Any dispute between the Employer and the Union which may arise as to whether an employee properly executed or properly revoked an assignment shall be reviewed with the Employee with a representative of the Union and a representative of the Employer. Should this review not dispose of the matter, the dispute shall be referred to the grievance procedure herein.

**Section 3.5: New Members** The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer or meet with the employees if an orientation is not provided. The Employer shall provide notice at least ten (10) days prior to such sessions or shall schedule a time no later than fourteen (14) days after hire. The Union shall have twenty (20) minutes during the session to explain contractual rights and introduce new employees to the Union.

**Section 3.6 Workers Information** The employer shall provide all pertinent information of the workforce to the exclusive representative on a monthly basis for purposes of calculating dues, determining bargaining unit status, and other union functions.

**Section 3.7 Pay for Union Activities** Union staff will be paid their regular rate of pay for participation in the following Union activities: Union negotiations sessions with the Employer and Labor Management Committee Meetings.

Union negotiating team members shall be retroactively paid 50% of their base wages for hours spent in negotiation with the Employer in December 2021 and January 2022.

## **ARTICLE 4 — NO DISCRIMINATION**

The Employer and Union agree not to discriminate in the application of this agreement against any employee because of race, color, religion, gender, age, national origin, sexual orientation, disability and familial status as prohibited by applicable federal and state law.

The Employer and the Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors toward each other will not

be tolerated. Discipline shall be handled in a professional manner.

## **ARTICLE 5 — UNION REPRESENTATIVES**

**Section 5.1** Authorized representatives of the Union may visit certain designated areas of the Employer's premises to speak with employees during working hours, but only for the purpose of discussing matters relating to interpretation and performance of this Agreement or investigating grievances which have been filed, after notice to and approval by the Employer has been obtained. Such meetings shall not be allowed if the absence would disrupt necessary Employer functions; however, such approval shall not be unreasonably withheld. Such visits shall be restricted to the time and place so approved.

**Section 5.2** No Union solicitation shall be conducted on the Employer's time, nor shall any Union meetings be conducted on the Employees time or premises.

**Section 5.3** The Union shall designate in writing to the Employer the names of those Union members serving as stewards.

**Section 5.4** The activities of the stewards are expected to consume no more time than reasonably necessary, and they shall not interfere with the performance of the steward's work, the work of any other employee, or the operation of the Employer.

**Section 5.5** Any grievant and steward assisting that grievant who is required to be absent from duty to process a grievance shall be granted the necessary time off without loss of pay, without discrimination and without loss of any rights granted by the Employer under this Agreement. Any such absence from duty shall be subject to the approval of the Appointed Authority and shall not be granted if the absence would disrupt necessary Employer Functions; however, the approval shall not be unreasonably withheld. Notwithstanding the above, the Employer shall not be obligated to reimburse a grievant or steward for wages lost in attending an arbitration hearing.

**Section 5.6** The Union shall be permitted the use of employee bulletin boards located on the premises of the Employer for the posting of matters of interest to the members, provided the postings are not political. The Employer is not obligated to provide additional bulletin boards, to post any materials on the bulletin boards for the Union or to assure that the Union's use of the bulletin boards is exclusive.

## **ARTICLE 6 — MANAGEMENT RIGHTS**

**Section 6.1** All management functions and responsibilities, whether or not exercised by the Employer prior to the execution of this Agreement, are reserved exclusively to the Employer, except to the extent that the same are expressly restricted by a specific provision of this Agreement. By way of illustration, management rights shall include, but not be limited to, the right to hire, fire, suspend, discipline, lay-off, transfer, promote and demote employees; to require physical examination of employees as an incident to their receiving benefits under any of the Employer's benefits plans; to assign duties to and direct the performance of employees; to determine the starting times, quitting times, number of hours worked, and working days during the work week; to require overtime and make temporary work assignments; to reorganize, enlarge, reduce or discontinue an employer function, position, program or department; to

promulgate rules and procedures relating to employment; to promulgate and enforce personnel policies; to introduce new or improved methods of operation or facilities; to establish new jobs or change job contents; to determine the manner, means, and methods by which all operations for the Employer shall be carried out; to subcontract work and to take such other actions as it deems necessary to maintain the goals and efficiency of the Employer's operations.

**Section 6.2** The Employer's exercise of any management right or function in a particular manner on one occasion shall not preclude the Employer from subsequently exercising the same right or function in any other manner which does not expressly violate a specific provision of this Agreement. The Employer's failure to exercise any right or function reserved to it on a particular occasion shall not be deemed a waiver of its right to exercise the same on another occasion.

**Section 6.3** As determined by the Employer, other employees, including but not limited to managerial, supervisory employees, casual employees, independent contractors or students and clinical interns, may perform work usually done by employees in the bargaining unit, provided that no present unit employee shall be displaced or have his or her hours reduced because a non-bargaining unit employee performs bargaining unit work. Work may be contracted out or subcontracted outside of the Employer in whole or in part as determined by the employer, except that Employer may not use its subcontracting powers to displace the position of any present unit employee.

## **ARTICLE 7 — NOTICE**

**Section 7.1** Any notice required by this agreement to be given by one party to the other shall be sent by certified or registered mail to:

YWCA of Duluth, Inc.  
32 E First Street, Suite 202  
Duluth, MN 55802

or

AFSCME Council 5  
300 Hardman Ave S  
South St. Paul, MN 55075

## **ARTICLE 8 — PROBATION**

**Section 8.1 New Employees** All new employees shall be considered probationary for a period of six months from the date of employment. Such probationary period shall constitute an evaluation period during which the Employer shall determine whether or not the Employer desires to retain the probationary employee.

**Section 8.2 Rights of Probationary Employees** During the probationary period, the Employer may discipline, including discharge, the employee without the necessity of showing cause, and such action shall not be subject to the grievance procedure.

**Section 8.3 Seniority of Probationary Employees** Following the successful completion of the

probationary period seniority shall date from date of hire.

## **ARTICLE 9 - CLASSIFICATION AND HOURS OF WORK**

**Section 9.1 Full-time Employees** The category of full-time employees shall include persons hired by the Employer for a position wherein the employer expects that the employee will be regularly scheduled to work a minimum of thirty-two (32) hours per week in a continuing position and who have completed the required probation period. Additionally, an employee will be classified as full-time if on an annualized basis they are regularly scheduled to work an average of 32 hours per week or more.

**Section 9.2 Part-time Employees** Part-time employees are employees regularly scheduled to work fewer than thirty-two (32) hours per week who are not casual employees and who have completed the required probation period. The mere fact that a part-time employee may on occasion be scheduled for more than thirty-two (32) hours per week shall not result in that person being reclassified as a full-time employee.

**Section 9.3** Normal YWCA business hours will be from 8:30 AM to 5:00 PM Monday through Friday. Specific employee work hours are arranged in consultation with the supervisor, and vary with each program.

**Section 9.4 Breaks and Lunch Breaks** A 30 or 60 minute unpaid lunch shall be given to all full-time employees. Employees may negotiate scheduling and duration of their lunch breaks with the supervisor. For every four hours worked, an employee receives a 15 minute paid break to be scheduled with the supervisor. Full-time employees shall be entitled to a 15 minute paid break for each 4 hours worked which may be combined for a one-half (1/2) hour paid lunch at the employee's option with the agreement of the supervisor. These breaks shall be duty free unless agreed to otherwise by the union and the employee. Notwithstanding the above, certain jobs may require the employee's continued presence during lunch period and breaks.

**Section 9.5 Young Mother's Program Breaks and Lunch Breaks** A 30-minute unpaid lunch shall be given to all full-time employees. Employees may negotiate scheduling and duration of their lunch breaks with the supervisor. For every four hours worked, an employee receives a 15-minute paid break to be scheduled with the supervisor. Breaks and lunch breaks must be taken on site or in designated off site locations not to exceed 15 minutes. Breaks must be posted in writing when taken and the Young Mother's Program cell phone must be with staff at all times.

**Section 9.6** All hourly personnel are required to fill out weekly time reports and submit them to their supervisor for approval.

**Section 9.7** Modified work hours or overtime can only be worked with the prior permission of a supervisor, or the employee's continued attendance is required to fulfill some emergency function.

**Section 9.8 Permanent Schedule Changes** The Employer shall give Employee a 2 week notice of any permanent schedule change.

**Section 9.9 Notice of Mandatory Meetings** The Employer shall give Employees a two (2) week notice of any mandatory meeting on a week day and a four (4) week notice of any mandatory meeting on a weekend.

**Section 9.10 Transporting Youth** No GirlPower! Staff shall be required to transport any youth.

## **ARTICLE 10 — SENIORITY**

### **Section 10.1 Recognition and Application**

- A. In decisions affecting employee status as defined in numbers 1 to 5 below only, the Employer recognizes, and in accordance with the provisions of this Article, will give due regard to the principle of seniority, taking into consideration the skill and ability necessary to perform the required work. Among qualified employees, seniority will control. The employer shall be the sole judge of employee qualifications. Dispute over whether an employee is qualified shall be subject to review under the terms of the grievance procedure.
- 1) Layoff
  - 2) Re-hire after layoff
  - 3) Vacation selection
  - 4) Bumping
  - 5) Involuntary reduction in hours
- B. For purposes of vacation selection, layoff and rehire after layoff, seniority will be applied solely within each YWCA job position classification. For purposes of bumping, seniority shall be applied within the programs listed in 10.4.
- C. Reverse seniority shall be used in determining within each job classification employee requests for time off during contract holidays. The process will be that the most senior employee(s) in each classification will be given preference in requests for time off. The order of seniority will be followed wherein the least senior employee(s) will be required to work per program and organizational needs. Holidays where employees are required to work the opportunity will be given to the most senior employee(s) in each job classification. If no employee wishes to work, then reverse seniority will be utilized and the least senior employee(s) will be required to work per program and organizational needs. Management as outlined in Article 6 of the contract, reserves the right to determine all schedules based upon the needs of the organization.

**Section 10.2 Determination of Seniority** The seniority date of each present and future employee of the Employer shall commence with the most recent date of hire if the employee has several terms of service with the Employer.

**Section 10.3 Loss of Seniority** Seniority shall be lost by any of the following circumstances.



- a. Termination of employment by the Employer, including, but not limited to, discharge for cause.
- b. Voluntary quit, including, but not limited to, a failure of an employee to report to work as scheduled without notice or acceptable excuse.
- c. Failure of the employee to return to work upon recall from layoff in accordance with the requirements of Section 10.5 of this Article, or to return from leave of absence, or vacation, in accordance with the requirements of this Agreement.
- d. Continuous lay-off by the Employer for longer than twelve (12) months consecutively.
- e. Retirement

**Section 10.4 Layoff and Bumping Rights** The Employer, without regard to seniority, shall determine the need for and the timing of any layoffs, the number of employees to be laid off and the programs and job classifications affected. Reduction in the number of employees within a job classification shall be accomplished on the basis of seniority, provided that, in the judgment of the Employer, the retained employees possess the necessary skill, ability, and experience to perform the required work.

An employee whose position has been eliminated shall have the right to bump a less-senior employee in a classification in the same program, as long as the employee meets the job qualifications of the job. For purposes of bumping, the following programs are established:

- a. Teacher
- b. Cook
- c. GirlPower! Youth Worker
- d. Youth Advocate – SVYMP
- e. GirlPower! Program Coordinator
- f. Employment Advocate – SVYMP
- g. Maintenance Worker
- h. Custodian
- i. Teacher Aide
- j. Administrative Assistant

The employer reserves the right to create new programs or delete existing ones. Employing laid off shall be placed in lay-off status subject to the recall provisions of the Article.

**Section 10.5 Recall after Lay-off**

- A. When employees are recalled to work after lay-off, it shall be by seniority, subject to the Employer's determination that the employee is qualified to satisfactorily perform the required work. Employees shall retain the right to be recalled for a period of twelve (12) months following lay-off.
- B. An offer of re-employment mailed via certified mail, return receipt requested, to an employee's last known address shall terminate any obligation of the Employer under this Agreement with respect to such laid off employee if they fail to report within five (5) days following receipt by the Employer of notice of non-delivery of said notice of recall. Such

five (5) day notice may be extended, at the discretion of the Employer, where delay in reporting is due to unusual and compelling circumstances.

**Section 10.6 Employees taking positions outside the Bargaining Unit** Should an employee accept a managerial, supervisory, or other position not covered by this Agreement, they shall not be entitled to any rights under this Agreement. An employee in the bargaining unit who takes a position outside the bargaining unit shall maintain all accrued bargaining unit seniority, but shall not accrue any additional seniority, as long as the Employee maintains continuous employment with the employer. Such employee may return to the bargaining unit, with the Employer's approval, provided no unit employee is displaced by such transfer. The return employee shall begin accruing seniority on their effective date of return.

**Section 10.7 List of Employees** The seniority list will be posted annually by January 15. Errors in the seniority list shall be brought to management's attention prior to February 1 of each year. Such errors, if not corrected, shall be subject to the grievance procedure as outlined elsewhere in this agreement.

**Section 10.8 Variations** When several employees have the same employment date, choice by lot shall determine the relative seniority standing of each employee.

Henceforth, this relative standing shall be applied in determining the application of this Article when employees have the same date.

## **ARTICLE 11— PROMOTIONS AND VACANCIES**

Notice of all vacancies and newly-created positions shall be posted on an employee bulletin board and employees shall be given six (6) days time in which to make application to fill the vacancy or new positions. All qualified applicants from within the unit shall have an opportunity to interview for a posted vacancy. Notwithstanding the above, the Employer shall retain sole discretion on whether to hire from applicants within the unit or from applicants outside the unit, including, but not limited to, non-unit YWCA employees and the general public.

## **ARTICLE 12 — GRIEVANCE PROCEDURE**

**Section 12.1 Employee Rights to Representation** Every employee shall have the right to present their grievance to the employer free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages thereof.

**Section 12.2 Procedure** Any employee having a grievance may present it to the Employer as a grievance in the manner provided for herein. A "grievance" shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. The grievance shall be waived for all purposes if not presented within ten (10) working days following either the occurrence out of which the complaint arose, or the first date upon which the employee knew or could have known, of such occurrence. In all cases, other than discharge or suspension, the employee shall continue to work as instructed and shall have the rights and privileges provided for under this Agreement.

**Section 12.3 Step One** The employee, with or without representation, shall attempt to resolve the grievance with their immediate supervisor. Any grievance resolved at this step of the procedure shall be without precedent to either party. The supervisor will give the employee an oral response to the grievance within three (3) working days following its presentation. If the grievance is unresolved, it may be appealed to the second step of the procedure; however, a Step One meeting must occur prior to proceeding to Step Two in all cases other than termination.

**Section 12.4 Step Two** The grievance must be reduced to writing (setting forth the facts, the specific provision of the Agreement allegedly violated, and the particular relief sought) and presented to the Appointed Authority within ten (10) calendar days following the supervisor's answer at Step One of the procedure. The Appointed Authority shall arrange a meeting within ten (10) working days following receipt of the written grievance between the employee, the shop steward or the Union representative and the Appointed Authority. The Appointed Authority will respond to the grievance in writing within five (5) working days following the conclusion of the Second Step meeting. If the grievance remains unresolved, the employee may appeal the grievance in the Third Step of the grievance procedure within five (5) working days following the receipt of the Step Two answer.

**Section 12.5 Step Three** The Grievance Review Board consisting of the Personnel Committee and Appointed Authority shall schedule a meeting to occur within fifteen (15) working days of receipt of an employee's Step 2 appeal to hear the grievance referred from Step Two. The employee and their Union representative may present all pertinent evidence to the Grievance Review Board to substantiate their position. The Grievance Review Board shall attempt to resolve the grievance and shall give the employee their written answer to the grievance within fifteen (15) working days following the conclusion of the Step Three meeting. If the grievance remains unresolved, the employee may appeal to Step Four of the grievance procedure.

**Section 12.6 Step Four** Within ten (10) working days after the Grievance Review Board's written decision in Step Three, the parties may mutually agree to defer a grievance to mediation with a mediator from the Federal Mediation and Conciliation Services prior to submission to arbitration.

**Section 12.7 Step Five - Arbitration** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after the Grievance Review Board's written decision at Step Three, or within ten (10) days after mediation, if mediation is unsuccessful in resolving the grievance. The parties shall request from the Federal Mediation and Conciliation Service a list of the names of seven (7) potential arbitrators. The Employer and the Union shall select the arbitrator by alternately striking names from the list until one (1) name remains. The striking order shall be decided by the flip of coin. The arbitrator's fee and expenses and the cost of any hearing room jointly selected shall be shared equally by both parties.

**Section 12.8 Waiver** Failure by the Employer to respond within the time frames as outlined in this procedure shall result in the automatic appeal of the grievance to the next step of the grievance procedure. The parties can, through mutual written agreement, waive specific time limits as outlined in this Article of the Agreement. Any disposition by default shall not be a

precedent as to either party.

## **ARTICLE 13 — DISCIPLINE AND DISCHARGE**

**Section 13.1 Right to Discipline** The Employer has the right to discipline to suspend, or discharge employees for just cause.

**Section 13.2 Discussion of Work Performance Issues** Discussion of work performance issues will be held privately and handled in a professional manner. Events or actions that require immediate supervisor intervention shall be exempt to the extent of the intervention. An investigatory questioning shall not be in violation of this section.

**Section 13.3 Employee Evaluations** The Employer shall evaluate each employee at least every two years and shall attempt to evaluate employees every year. Employees shall be given a copy of the evaluation and may submit a one-page response to the evaluation, which shall be attached to the evaluation in the employee's file. Employer will not use employee evaluations as a stand-alone form of discipline but may reference performance evaluations in the progressive disciplinary process and/or disciplinary actions.

**Section 13.4 Determination of Discipline** The Employer retains the right to determine appropriate discipline up to and including discharge for just cause. Generally, where appropriate, the Employer will follow a policy of corrective discipline, which is progressive in nature.

**Section 13.5 Union Representation During Discipline** An employee shall be permitted the opportunity to have a shop steward or union representative present at any meeting with the employer which may result in discipline, including discharge, or which may produce the information that could lead to disciplinary action.

**Section 13.6 Written Notice of Discipline and Discharge** Suspensions, demotions and discharges shall be in written form.

**Section 13.7 Employee Notification of Discipline** Written reprimands, notices of suspensions, and notices of discharge which are to become a part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employee signature acknowledges receipt of notice but does not imply agreement of notice or waive union rights. Notices should also be sent to the Union. Employees shall receive a copy of such reprimands and/or notices.

**Section 13.8 Personnel Files** Employees may examine their own personnel files during their non-work hours upon request at a mutually convenient time and place.

**Section 13.9 Removal of Reprimands from Personnel File** Records of oral reprimands and written reprimands (excluding suspensions, discharges and any discipline involving violence or harassment) shall be removed from the employee's personnel file after five (5) years if no further disciplinary actions have been taken during that time period.

**Section 13.10 Confidentiality Policy** It is the policy of the YWCA that certain information be

held in confidence. Even though many of our records are public information, we want to ensure that proprietary information or information about individuals and groups for whom we provide services for, be held in strict confidence.

Confidential information pertains to all knowledge and information which the employee may acquire in the course of employment that relates to the YWCA's business, development, clients, activities, services, personnel or to financial affairs of the YWCA and any individual or firm doing business with the YWCA. Financial information regarding the YWCA is not to be released to any person unless it has been published in reports or otherwise made available to the public in agreement with applicable disclosure regulations currently in effect. Any questions regarding disclosure of financial or other information should be reviewed by the Appointed Authority. The YWCA respects the rights of employees in privacy matters that have no relation to their employment. Matters of a personal nature concerning fellow employees should be treated with the utmost confidentiality.

**Abuse or misuse of confidential information may result in discipline up to, and including, termination.**

## **ARTICLE 14 – LEAVES OF ABSENCE**

**Section 14.1 Family and Medical Leave** Employer shall provide unpaid leave if and to the extent required by statute.

### **Section 14.2 Parenting Leave**

**Subdivision 1. Twelve-week leave; birth or adoption.** An employer must grant an unpaid leave of absence to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child. The length of the leave shall be determined by the employee, but may not exceed twelve weeks, unless agreed to by the employer.

**Subd. 2. Start of leave.** The leave shall begin at a time requested by the employee. The employer may adopt reasonable policies governing the timing of requests for unpaid leave. The leave may begin not more than six weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six weeks after the child leaves the hospital.

**Subd. 3. No employer retribution.** An employer shall not retaliate against an employee for requesting or obtaining a leave of absence as provided by this section.

**Subd. 4. Continued insurance.** The employer must continue to make coverage available to the employee while on leave of absence under any group insurance policy, group subscriber contract, or health care plan for the employee and any dependents. Nothing in this section requires the employer to pay the costs of the insurance or health care while the employee is on leave of absence.

**Subd. 5. Paid time.** The employer will provide for paid parental leave to all permanent employees. Total paid time will be three weeks of full-time leave or six weeks of part-time leave; paid time available would be calculated per individual employee's FTE. Employees who wish to be paid for any remaining leave shall be required to use other forms of paid time off.

**Section 14.3 Military Leave** Employer will provide unpaid military duty leave if and to the extent required by the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. S 4301, et seq.

**Section 14.4 Jury Duty** All employees will be given time off for jury duty or court appearances in response to an official summons or subpoena. A full-time, regular employee, who has been active in employment and on the payroll for sixty (60) or more calendar days, will be entitled to jury duty pay for a maximum of ten (10) working days.

When an employee reports for, or serves on jury duty in a state or federal court during work days when the employee would otherwise be scheduled to work, they shall be paid by the YWCA the difference between jury duty and their regular pay. Employees who are called to jury duty, complete their time in court and still have at least four hours left of regular working hours, will be expected to report back to work and complete their regular hours. Compensation for that time will be adjusted accordingly.

To receive pay for jury duty, an employee must give their supervisor prior notice that they have been summoned and must furnish satisfactory evidence that they reported for jury duty and/or performed jury duty on the days for which payment is being claimed.

The YWCA reserves the right to request postponement of jury duty if the employee's services are deemed to be critical at that particular time.

**Section 14.5 School Conference and Activities Leave** The employer shall accommodate requests for unpaid leave for school conferences and activities for up to 16 hours during any twelve (12) month period in accordance with the terms and conditions provided for in Minn. Statute S 181.9412 entitled "School Conference and Activities Leave" which provides for leave only in the event the activity cannot be scheduled during non-work hours and then only upon the employee providing reasonable prior notice of the leave and making a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the employer. The employee shall be allowed to utilize accrued vacation for leaves in this section.

**Section 14.6 Funeral Leave** Paid funeral leave, not to exceed three working days, falling between the date of death and date of funeral, will be granted to attend the funeral of a family member where absence from work is necessitated. An employee may substitute paid vacation leave for the unpaid funeral leave. The Appointed Authority, at its sole discretion, may grant additional funeral leave for individuals other than listed family members or for additional time, but a denial of an employee request for such shall not be grievable. Family member is defined as Child, adopted child, adult child, foster child; legal ward, or child for whom the employee is a legal guardian; Spouse or domestic partner; Sibling, stepsibling or foster sibling; Parent, stepparent, mother-in-law, father-in-law; Grandchild, foster grandchild, grandparent, step-grandparent; and any other individual related by blood or whose close association with the employee is the equivalent of a family relationship.

**Section 14.7 Time Off to Vote** The employer shall accommodate requests for time off to vote in accordance with Minn. Statute S 204C.04.

### **Section 14.8 Sick Leave**

- A. Sick leave is accumulated at one (1) day per month and pro-rated according to an employee's FTE for hours worked per day up to a maximum accrual of 240 hours.. All regular full-time and part-time employees shall accrue sick time as indicated above. All employees may utilize their sick leave following 30 days of employment.
- B. Sick leave is granted for all conditions requiring medical attention. These include illness, hospitalization, maternity and delivery of a child, surgery and outpatient treatments, as well as doctor, dentist and other medical appointments. All employees are encouraged to make appointments outside work hours
- C. Any employee may use their sick leave to care for sick members of their family. Family member is defined as Child, adopted child, adult child, foster child; legal ward, or child for whom the employee is a legal guardian; Spouse or domestic partner; Sibling, stepsibling or foster sibling; Parent, stepparent, mother-in-law, father-in-law; Grandchild, foster grandchild, grandparent, step-grandparent; and any other individual related by blood or whose close association with the employee is the equivalent of a family relationship.
- D. Pay for unused sick leave is not granted.
- E. If sick leave is exhausted, an Unpaid Leave of Absence should be requested.

Employees are expected to work as scheduled. If an employee is absent for more than three (3) consecutive days, the employer may require a doctor's statement before the employee may return to work. If an employee is absent for three (3) consecutive days, the Administrative Director may contact the employee to discuss any possible options.

**Section 14.9 Other Leaves of Absence** This type of leave is an unpaid leave of absence from work granted for reasons other than those specifically outlined in this Agreement. These leaves are granted, if at all, at the sole discretion of the Appointed Authority. The employer shall reply to the employee's leave request in writing in a timely manner. The Appointed Authority's decision is final and is not subject to challenge by way of the grievance procedure herein or otherwise.

**Section 14.10 Union Business** Upon fourteen (14) calendar days advance written request from the Union, an employee covered under this section who is elected or appointed to a Union Office Committee, or as a Union Delegate shall be granted unpaid leave for the purpose of conducting union business. Employer shall have the right to deny the request if the leave places, in the employer's sole discretion, undue burden on the employer's operations. Requests will not be denied unreasonably. The total number of days allowed for union business for any and all employees taking leave under this section shall not exceed 6 days total annually, unless agreed

to by the Employer. This section shall not apply to absences due to contract negotiations and grievance arbitrations.

**Section 14.11 Call Ins** For all situations where the staff person knows at least three days ahead of time that they need to be off work (vacations, doctor visits, school conference, etc.) they are responsible for finding a substitute whenever possible to cover that time. In situations that are not scheduled (illness of themselves or a child, family emergencies, emergencies of a scheduled substitute) the staff will notify the site coordinator and the site coordinator is responsible for finding a substitute to cover their time. The site managers are responsible for maintaining a viable list of substitutes for staff to choose from.

**Section 14.12 Paid Personal Leave Time** Bargaining Unit employees will be granted 16 hours of paid personal leave to be taken at staff's request. Personal leave time will be treated like vacation time and employees need to request it in writing and have it approved by their supervisor. Supervisors will grant personal leave time on a first come basis. Supervisors reserve the right to limit the number of employees taking personal leave on any given day if it would put undue hardship on program services or jeopardize the YWCA's ability to meet its obligations. Personal leave time can't be carried over from one year to the next.

## **ARTICLE 15 — HOLIDAYS**

**Section 15.1 Holiday Rate of Pay** Holiday pay for qualified employees shall be computed at their regular straight time hourly rate of pay for their regular job.

**Section 15.2 Holidays Defined** The following shall be considered holidays for the purpose of this Agreement:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Day

**Section 15.3 Holidays Childcare, Girl Power! and Administration** Holidays falling on Saturday are observed on Friday; those falling on Sunday are observed on Monday. If a staff member's duties make it impossible to observe the regular holiday, they will receive two times the regular rate of pay as compensation for all hours worked from 12am-12am on the day of the holiday. If an employee is required to work part of a holiday, they will be compensated any remaining regularly scheduled hours at their base rate of pay and paid two times regular rate of pay only for hours worked. (i.e. Employee A is full-time and regularly scheduled eight hours Monday-Friday. This employee is required to work Martin Luther King Jr day for five hours. Employee A would receive two times the regular rate of pay for the five hours worked, and three hours of holiday pay at their hourly rate of pay).

**Section 15.4 Holidays Young Mother's Program** If a staff member is scheduled to work on a



holiday, they will receive two times the regular rate of pay as compensation for all hours worked from 12am-12am on the day of the holiday. If an employee is required to work part of a holiday, they will be compensated any remaining regularly scheduled hours at their base rate of pay and paid two times regular rate of pay only for hours worked. For those staff members not required to work on a holiday, they will receive prorated hours of holiday pay based their regularly scheduled hours of work.

**Section 15.5** Full-time and Part-time employees shall receive regular pay for holidays not worked. Part-time employees holiday time will be calculated on a prorated basis.

**Section 15.6** Substitute and temporary employees are not entitled to holiday pay.

**Section 15.7** Employees must work, be on sick leave scheduled and approved by employer more than 3 days prior to the day before the holiday, be on approved vacation the workday prior to and workday after holidays, provide a doctor's note, or have employer's approval in order to be paid for holiday pay.

## **ARTICLE 16 — VACATIONS**

**Section 16.1** Regular full-time employees accrue approximately two weeks of vacation annually. Regular part-time employees accrue vacation on a prorated basis determined by the employee's FTE for hours worked per day. Vacation time is based on a calendar year; vacation accrued during any one calendar year must be used by August 31 of the following calendar year, except for one week (40 hours) which can be carried over into the next year. Accumulated vacation may be used as earned, except in the case of probationary employees whom may not use their accrued time until the successful completion of 90 days of employment. Pay will not be substituted for vacation time except in cases of termination of employment.

**Section 16.2** Paid holidays falling within a vacation period will be paid as holidays.

**Section 16.3** After completion of 90 days of employment, all employees are entitled to use their accrued vacation time. Employees not completing 90 days of employment are not eligible for vacation time or payment for accrued vacation.

**Section 16.4:** Vacations must be applied for in writing with enough written notice as to not disrupt programming and must be approved by the employee's supervisor. The employer shall respond in writing to vacation requests. Seniority shall be the guiding principle to handle any disputes between multiple applicants for the same vacation period. The employer shall make available the vacation calendar showing what vacation dates are available and which dates are not. Once vacation has been granted it can be canceled by the employee with written notice to the supervisor.

### **Pilot Program Holiday Leave 2020**

In order to allow staff access to public transportation as well as to all have the opportunity to travel or prepare for Christmas, the Child Care Center will close at 12:30 p.m. on Christmas Eve Day.

In order to provide all employees irrespective of seniority the opportunity to take/use additional

vacation days around holidays that are typically in high demand, we implement a sign-up system. Every employee will be allowed to make an election for one of the listed days in order of seniority. After everyone has had the opportunity to select the day of their choice in this order, additional days can be requested in the same order as staffing needs allow.

These days shall be decided by having employees sign up to be able to use vacation time (only if they have or will have it accrued) for at least one of the days around designated holidays:

- New Year's Eve Day
- Day after Memorial Day
- Day after or before the observed July 4 holiday
- Day after Labor Day
- Day before Thanksgiving
- Christmas Eve Day
- Day after Christmas

The list will be posted following ratification of a contract, with a deadline given for staff to sign up in order of seniority. Staff would not be able to cash in their full 10 hours of vacation time if they have signed up for one of these days following June 30 and would need to use vacation hours for it. It is expected that staff reserve their vacation and/or personal time for their selected day(s). Unpaid leave will not be granted if staff do not have sufficient available paid time off.

### **Section 16.5**

#### **Years of Service**

#### **Number of Days per year**

1-3 years (accruing .0385/hour worked)	approx. 10 days per year
4-6 years (accruing .0576/hour worked)	approx. 15 days per year
7-10 years (accruing .0769/hour worked)	approx. 20 days per year
11-14 years (accruing .0961/hour worked)	approx. 25 days per year
15 years and over (accruing .1153/hour worked)	approx 30 days per year

\*With these modifications all current employees would be adjusted accordingly.

**Section 16.6** Temporary, substitute, intermittent, or contract employees are not eligible for vacation time.

**Section 16.7 Cashing in Accrued Vacation** Staff who have accrued at least 18 hours of Vacation by June 30 may cash out up to 10 hours unencumbered. The payout will be in the first paycheck of July. If a staff member has elected to any vacation time after June 30, they must reserve at least that many hours to accommodate this request and still have an additional vacation day to use.

YWCA Duluth supports staff planning and using their vacation days throughout the year for work-life balance.

## **ARTICLE 17 — RATES OF PAY**

**Section 17.1 Pay Plans** All current employees shall receive a pay raise according to the attached wage scale and all new employees shall start at the rate of pay also indicated on this wage scale. One step on the wage grid shall represent one year.

The Employer and the Union agree to establish a Personnel Review Committee, consisting of equal number of representatives of the Union and Employer, to review all Job Descriptions, a review of all employee's classifications and pay rates, a review of the starting wage for every classification, and the development of a 5 year step plan for pay to be negotiated in the next contract.

**Section 17.2 Overtime** Employees who work pre-approved overtime will be compensated at a rate of time and one-half for all hours worked in excess of 40 hours per week. For purposes of this overtime computation paid hours shall be considered hours worked. Overtime accrued without prior written approval of a supervisor will not be paid, except in cases of emergency when a supervisor cannot be reached for prior approval.

**Section 17.3 Mandatory Training and Staff Meetings** All meetings, training, seminars and staff meetings, the attendance of which are mandated by Employer, shall be considered work hours and paid the appropriate rate of pay pursuant to this article.

**Section 17.4 Training Allowances** Childcare employees who require ongoing training to meet state or federal mandated guidelines or to maintain licensure required for their job shall have up to \$100 per employee per calendar year for training purposes. This provision only applies to childcare employees.

**Section 17.5 Training for Long Term Substitute Workers** The Employer shall offer training to long term substitute workers with optional participation.

**Section 17.6 Credit for Experience** The employer may give a new or current employee (with union consent) credit for experience and/or education and start or move new employees at any step of their pay grade. However, the employer may not pay said new employee more than any current employee in the same pay grade.

**Section 17.7 YWCA Events** For staff participating in YWCA Events outside their regularly scheduled hours, they will be paid their regular hour rate of pay for up to two hours unless previously approved by a supervisor.

**Section 17.8 Shift Differential** Those staff working between the hours of 8:00PM and 8:00AM shall be paid a night shift differential of \$0.50 per hour for every hour worked during the aforementioned time frame. This differential will not be calculated into base wages for the purposes of Holiday Pay or Overtime pay.

## **ARTICLE 18 — HEALTH INSURANCE**

**Section 18.1 Premium Contributions** Commencing the first of the month after the first full month of employment, the employer shall contribute \$180 per month or 50% whichever is greater toward the premium cost for health insurance for each regularly scheduled full-time employee taking coverage through the employer's group policy, effective upon ratification of the contract.

**Section 18.2 Dental Insurance** The Employer shall provide Dental Insurance to full time and part time employees with the full cost and premiums paid for by the employee. If the employee

waives medical coverage, the employer will pay the full cost of the employee's dental premium.

## **ARTICLE 19 — LIFE AND DISABILITY INSURANCE**

Commencing on the first day of the month following the first full month of employment, all full-time employees shall receive at employer's expense life and disability insurance coverage in the amount of their annual salaries.

## **ARTICLE 20 — RETIREMENT FUND**

**Section 20.1** YWCA currently maintains a retirement plan, the terms of which shall control all aspects of the plan. Employer is empowered, in its sole discretion, to amend or terminate the plan, as provided for in the plan. In the event the plan is terminated, both parties agree to meet to negotiate a new plan.

**Section 20.2** All employees hired on or after August 1, 1989, must enroll in the Retirement Fund after they have completed at least 24 months of employment and at least 2,000 hours of service. Employees hired prior to that date are eligible to enroll after one year of employment provided they have worked at least 1,000 hours. Participation in the fund is a mandatory condition of employment with the YWCA as required by the YWCA of the USA and YWCA retirement fund.

## **ARTICLE 21— USE OF FACILITIES**

**Section 21.1 Use of YWCA Facilities** An employee who is a YWCA member is entitled to following benefits, part time employees may participate on a pro-rata basis:

1. No fee will be charged for any activity for which there is a sign up and fee if the minimum participant number needed to assure the class has been reached.
2. For events with a direct cost (such as meal or bus ticket) the employee shall pay the actual cost to the YWCA.
3. Full-time employees may enroll their children in the YWCA Early Childhood Education Centers with a discount of 50%. Part-time employees may enroll their children in the YWCA Early Childhood Education Centers with a discount of 25%.

**Section 21.2 Employee's Family Use** Family members of an employee of the YWCA are allowed to join in any activity at ½ price, except for the Early Childhood Center and Residence.

For the purposes of this section only, family members are defined as spouse and legal minor dependents.

## **ARTICLE 22 — SNOW DAY POLICY**

**Section 22.1** The Appointed Authority is authorized to delay or close either the workplace or any programs for all or part of a day when bad weather makes travel impossible or unsafe. The policy of the YWCA of Duluth is if the Duluth Public Schools are closed due to bad weather, the YWCA will be closed. The decision to close, cancel or delay programs at other times will be at the complete discretion of the Appointed Authority.

It is the responsibility of the employee to listen to local radio and television stations to determine whether certain YWCA programs have been declared closed or delayed for all or part of the day. If the employee will be unable to come to work and the YWCA has not been declared closed or delayed, it is the employee's responsibility to inform their supervisor before the start of the work day. Time not worked when the YWCA is officially open is time that will not be paid. If vacation or sick time is available, the employee can opt to use that in place of working.

Time worked due to program needs when the YWCA has been declared officially closed will be compensated at one and one half the base rate of pay. Determination of the period of time for which employees are eligible for this pay will be determined by the Appointed Authority and Program Director.

Staff members on pre-approved vacation, sick, or personal leave that ends up on a snow day, will receive regular snow day pay and not need to use an accrual.

Staff members who are able to work from home on a snow day will be paid their straight rate of pay. Working on a snow day or holiday will need preapproval from a supervisor.

### **ARTICLE 23 — SEPARABILITY**

If any of the provisions of this agreement shall be or become invalid or unenforceable by reason of any federal or state law, now existing or hereinafter enacted, such invalidation shall not affect any other part of this Agreement. The parties shall meet and negotiate over any language found to be invalid or unenforceable.

### **ARTICLE 24 — ENTIRE AGREEMENT**

This agreement is in full and final settlement of all issues or collective bargaining and constitutes the sole and entire agreement between the parties. The terms of this agreement may be supplemented, amended, or waived only by the mutual agreement in writing executed by the parties hereto.

### **ARTICLE 25 — TERM**

This agreement shall remain in full force and effect for a period commencing on February 1, 2022 through January 31, 2024. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for a new agreement for a succeeding period.

This Agreement shall be opened effective February 1, 2023 for the purposes of negotiating wages only. Upon reopener effective February 1, 2023 all other provisions of this Agreement shall remain in full force and effect.

### **ARTICLE 26 — SAVINGS**

This agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided, such provisions shall be voided. The voided provisions may be renegotiated at the written request of either party.


**ARTICLE 27 — LABOR MANAGEMENT COMMITTEE**

In an effort to promote positive labor relations, the Union and the Employer agree to establish a Labor/Management Committee. This committee shall meet at least quarterly, and more frequently as needed, with mutual consent of the Employer and the Union.

In an effort to promote a full understanding of the YWCA's financial situation, management agrees to meet and educate members at least twice per year to discuss the state of the YWCA finances and collaborate on solutions.

**ARTICLE 28 — RESIGNATION**

It is the expectation of the YWCA that all staff give the YWCA at least two weeks' notice when they are terminating their employment, so that as smooth a transition as is possible is made for program Participants and other YWCA staff.

By   
Appointed Authority, YWCA

By   
Northern Field Director, AFSCME Council 5

By Chelsa Nelson-Preble  
Board President, YWCA

By Michelle Sunde  
President, AFSCME Local 3558

By   
Field Representative, AFSCME Council 5

Date 02 / 11 / 2022

Date 2/1/22

<b>Positions</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11+</b>
<b>Case Manager</b>	\$13.75	\$14.35	\$14.70	\$15.05	\$15.40	\$15.75	\$16.10	\$16.45	\$16.80	\$17.15	\$17.50	.50 on ann
<b>Cook</b>	\$11.25	\$11.85	\$12.45	\$12.80	\$13.15	\$13.50	\$13.85	\$14.20	\$14.55	\$14.90	\$15.25	.50 on ann
<b>Custodian</b>	\$10.50	\$11.10	\$11.45	\$11.80	\$12.15	\$12.50	\$12.85	\$13.20	\$13.55	\$13.90	\$14.25	.50 on ann
<b>Employment Adv SV</b>	\$12.50	\$12.85	\$13.20	\$13.55	\$13.90	\$14.25	\$14.60	\$14.95	\$15.30	\$15.65	\$16.00	.50 on ann
<b>Maintenance</b>	\$14.00	\$14.35	\$14.70	\$15.05	\$15.40	\$15.75	\$16.10	\$16.45	\$16.80	\$17.15	\$17.50	.50 on ann
<b>GPI Program Coordinator</b>	\$13.75	\$14.35	\$14.70	\$15.05	\$15.40	\$15.75	\$16.10	\$16.45	\$16.80	\$17.15	\$17.50	.50 on ann
<b>Teacher</b>	\$14.00	\$14.35	\$14.70	\$15.05	\$15.40	\$15.75	\$16.10	\$16.45	\$16.80	\$17.15	\$17.50	.50 on ann
<b>Teacher Aide</b>	\$12.25	\$12.60	\$12.95	\$13.30	\$13.65	\$14.00	\$14.35	\$14.70	\$15.05	\$15.40	\$15.75	.50 on ann
<b>GPI Youth Worker</b>	\$12.25	\$12.60	\$12.95	\$13.30	\$13.65	\$14.00	\$14.35	\$14.70	\$15.05	\$15.40	\$15.75	.50 on ann
<b>SVYMP Youth Advocate</b>	\$12.50	\$12.85	\$13.20	\$13.55	\$13.90	\$14.25	\$14.60	\$14.95	\$15.30	\$15.65	\$16.00	.50 on ann
<b>Administrative Asst.</b>	\$14.00	\$14.35	\$14.70	\$15.05	\$15.40	\$15.75	\$16.10	\$16.45	\$16.80	\$17.15	\$17.50	.50 on ann





