

Financial Plus Credit Union  
Contract – Dated June 1, 2020

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# AGREEMENT

Entered into this **June 1, 2020** between the Financial Plus Credit Union and the Office and Professional Employees International Union Local 393, AFL-CIO, who do enter into and make binding the Agreement listed herein.

## ARTICLE 1

Section 1: The Credit Union, hereinafter referred to as the "Employer," recognizes the Office and Professional Employees International Union AFL-CIO 393 (OPEIU), hereinafter referred to as the "Union," as the exclusive representative for all hourly rated employees of the Employer in the Bargaining Unit for the purpose of collective bargaining, with respect to rate of pay, hours and other conditions of employment.

Matters coming up during the life of this Agreement which concern wages, hours or working conditions of the employees and which are not included in this Agreement may, by mutual consent, be agreed upon and executed in writing by the parties (Employer/Executive Board President or other Executive Board Officer) hereto and made a part hereof.

All signed, documented Agreements, whether by Side Letter, Individual Memorandum or Letter of Understanding between the parties in force as of the effective date of this Agreement shall be incorporated by reference into this Agreement and shall continue on in accordance with their terms for the life of this Agreement.

- A. The Stock Person job is classified as an hourly employee for tax purposes only and it is mutually agreed that these employees are excluded from the Collective Bargaining Agreement between Financial Plus Credit Union and OPEIU Local 393.
- B. Co-op Employees: There shall be no more than five (5) Co-op employees working at any time during the term of the Agreement. Co-ops must be paid at least minimum wage. Co-op employees cannot displace any seniority employee. Co-op employees cannot join the Union. Co-op employees will not receive any benefits covered by the Collective Bargaining Agreement. Co-op employees shall be limited to working no more than thirty-five (35) hours per week.

Section 2: It shall be a condition of employment that all permanent employees covered by this Agreement shall be and shall remain members in good standing of Local 393, OPEIU, throughout the period of their employment unless such condition is otherwise prohibited by State or National Law.

- A. On termination of employment, Union dues must be current before Vacation or Personal Time Off (PTO) will be paid.

Section 3: The employer, or any of its officers, will not interfere with, discriminate against, restrain or coerce employees because of lawful activity in Local 393, OPEIU, nor will it attempt to discourage membership in said local union, nor will it discriminate in anyway, against any employee because of his or her political or religious beliefs, nor because of race, creed, color, sex, age or National Origin.

- A. The practice of the employer is to consider all applicants for employment and to consider all employees for placement, developmental programs, job assignments, transfers, promotions and any other status change, regardless of **race, color, gender, national origin, religion, age,**

**sexual orientation, disability, or genetic information.** The employer's goal is to maintain a reasonable workforce mixture.

Section 4: Unemployed members of OPEIU Local 393 shall be given consideration when employment positions become available, provided the Bargaining Agent of Financial Plus Credit Union has provided a list of available candidates. The employer shall determine the desirability and qualifications of such prospective employees.

Section 5: All employees may use the Union Label of Local 393, Office and Professional Employees International Union, AFL-CIO.

## ARTICLE 2 – CHECK OFF

Section 1: Upon signed authorization of the employees, the Employer agrees to deduct Union dues and assessments as levied and officially designated by the Union within the state and federal laws from the first pay of each month and shall pay the same to the Secretary-Treasurer of Local 393, OPEIU, AFL-CIO within ten (10) days of this deduction. The Employer also agrees to send with the dues check, a list of all employees who have been hired, lost seniority for any reason, been laid off or recalled from lay off, gone on any type of leave of absence or returned from any type of leave during the preceding month.

Section 2: Within a reasonable period of time after an employee obtains seniority, the Bargaining Agent will be allowed a period not to exceed fifteen (15) minutes on the Employer's time, per new employee, to inform the new union member of the union procedures. If agreed to by the Employer, the Bargaining Agent may combine 15-minute periods in order to address more than one new seniority employee.

Section 3: The Employer shall deduct from the wages of every employee who submits a voluntary authorization form an amount designated by such employee for contribution to the OPEIU J.B. Moss Voice of the Electorate (VOTE) Fund. Such deductions shall be made on the same date that the employee receives their regular pay.

## **ARTICLE 3 – REPRESENTATION**

Section 1: The Union shall select Stewards (including a “Chief Steward”) and Bargaining Committee members from amongst the Employees of the Employer. The Union shall notify the Employer in writing of the names of these representatives. The Union shall attempt to secure Stewards at each branch location of the Employer. Stewards may have another Steward present as a witness for all discussions with the Employer concerning a dispute over the interpretation of any policy, procedure, or practice of the Employer, or the introduction of new policies, procedures, or practices.

An employee must accept Union representation from a Steward at the office of the employee requiring representation for verbal and written discipline or any grievance through Step 3 of the Grievance Procedure. If the Steward will not be available within a reasonable time, representation shall be provided by a Steward working at the Employer’s main office.

Section 2: Bargaining time shall be granted to the Steward with pay during his/her regular scheduled working hours for the prompt bargaining and investigation of grievances and other representation matters with the Employer. If the Steward must leave his/her department to investigate a grievance, he/she shall request verbally such investigation time through his/her supervisor. Within a reasonable time after such time is requested, the supervisor shall notify the Steward and arrangements will be made for the Steward to conduct the requested investigation. If negotiations are conducted during credit union work hours, the Bargaining Committee shall be limited to three (3) credit union employees.

Employees being talked to concerning disciplinary action shall be entitled to union representation. The Steward shall be allowed to leave his/her department at the time of discipline, if a request for representation is made by the employee.

Section 3: Once filed, only the Chief Steward or President of the Local are authorized to withdraw a grievance. Further, any Memorandum of Understanding with the Employer must be signed by the Chief Steward and the President of the Local Union.

## **ARTICLE 4 – RESPONSIBILITY OF EMPLOYER**

Section 1: The Union recognizes and agrees that the Employer retains the sole right and responsibility to manage and operate the business in all respects and as to all matters in connection with the exercise of such right, subject only to the employee's right to grieve, in accordance with the procedures later provided in this Agreement.

All Employer rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to, (1) full and exclusive control of the Employer of the business, the supervision of all operations, the methods, processes, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by the employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, to subcontract work for valid economic reasons provided that it does not result in lay off, or reduce the numbers of regular full-time or part-time employees, or to close a department or operation for any legal reason; (4) the right to hire, establish and change work schedules, set hours of work, to make job assignments of employees to maintain the efficiency of the Credit Union and to improve service to members, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, to suspend, discipline and discharge non-probationary employees for cause (unless otherwise provided for in the Agreement) and otherwise to maintain an orderly, effective and efficient operation.

Section 2: It is recognized that the Employer is subject to the provisions of the Federal Credit Union Act and of The Michigan Credit Union Act as amended or as may be amended, and subject to the regulations of the National Credit Union Administration (NCUA), State of Michigan, and the Michigan Department of Insurance and Financial Services (DIFS). Therefore, no provisions of this Agreement shall prevent the elected officers and Committee members from carrying out their responsibilities under the regulations of the NCUA and the State of Michigan based thereon. Nor can said Agreement conflict directly or indirectly with aforementioned Acts and Regulations.

## ARTICLE 5 – GRIEVANCE PROCEDURE

Section 1: Employees being talked to concerning disciplinary action shall be entitled to union representation during the interview, upon request. The interview will be held in a private office and whether called or not, a Steward will be notified of any disciplinary action against any employee in writing within two (2) working days of the interview.

Section 2: Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the Employer, if the Union does not move it to the next step within the time limits; or on the basis of the Union's demand, if the Employer fails to give its answer within the time limits.

- A. Demands for arbitration and requests to FMCS for a panel of arbitrators must similarly be made within the time limits specified herein or the grievance shall be considered settled on the basis of the last answer given.

Section 3: Time limits may be extended in the grievance procedure by mutual agreement in writing.

Section 4: Grievance Procedure:

Step One: Any employee having a grievance, or a designated member of a group having a grievance, must first fully discuss the grievance in good faith with their supervisor who will attempt to resolve it. An employee may have a Steward present during such a meeting. The failure of the employee to initiate the grievance orally with the supervisor shall bar further processing of the grievance by either the Union or the Employer until this step is completed.

Step Two: If the grievance is not satisfactorily resolved in Step One of the Grievance Procedure, it shall be presented to the grievant's immediate supervisor in writing, within the timeframe specified below:

- A. Any grievance, with respect to disciplinary action, an alleged violation or interpretation, or administration of this Agreement, shall be filed within ten (10) working days from the date the grievant or the Union first knew or should reasonably have known of the practice or act.

Step Three: The Supervisor shall give their written answer to the grievance filed in Step Two of the Grievance Procedure within three (3) working days, unless otherwise mutually agreed upon.

Step Four: If the grievance is not satisfactorily resolved in Step Three, the Union may request, within five (5) working days, a meeting between its representatives (no more than two (2) non-employees) and the Vice President of Human Resources and/or the President of the Credit Union. The meeting shall take place within ten (10) working days following the appeal of the grievance to Step Four.

- A. If the grievant does not wish to be present, a Steward will take the grievant's place.

Step Five: If the grievance is not satisfactorily resolved in Step Four of the Grievance Procedure, the Vice President of Human Resource and/or the President/CEO will give the Union a written answer within three (3) working days following the meeting.

Step Six: If the grievance is not satisfactorily resolved in Step Five of the Grievance Procedure, the Union may, within ten (10) working days, notify the Employer in writing of its desire to appeal the matter to arbitration.

- A. The Union shall submit a letter to Federal Mediation and Conciliation Service (FMCS), with a copy to the Employer within three (3) working days of the submission to FMCS, requesting a list of nine (9) arbitrators, who may be from Indiana, Ohio and Michigan.
- B. Following receipt of this list, the parties will meet within ten (10) working days and attempt to agree on an arbitrator from this list to hear the arbitration case. Failing to agree on an Arbitrator, the parties shall alternately strike a name from the list and the last name remaining shall be the arbitrator.
- C. The cost of the decision shall be split between the parties.
- D. Representatives of the Office and Professional Employees International Union, representatives of Local 393 (not more than one Financial Plus employee), Chief Steward and a Steward may enter the grievance procedure at Step Six of the Grievance Procedure. Both parties shall notify the other as to who will be in attendance.
- E. The Arbitrator shall be empowered, except as his or her powers are limited below, to make a decision in cases of alleged violations or rights expressly accorded by this Agreement. The limitations on the powers of the Arbitrator are as follows:
  - 1. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.
  - 2. When a claim of wrongful discharge, discipline, or layoff is allowed either by The Employer or through Arbitration, recovery for such claim shall be limited to the amount of wages and benefits the employee would otherwise have earned from his or her employment with the Employer during the period of wrongful absence less the following:
    - a. All unemployment compensation received by the employee, unless the employee is required to reimburse the MESC.
    - b. Earnings the employee has earned outside the Employer during the period the employee was off, except for any earnings the employee was receiving prior to removal from payroll.
- F. Mitigation of damage issues may be submitted to the Arbitrator in discharge cases.
- G. All grievances must be submitted to arbitration individually, except multiple grievances filed on the same subject matter.



## ARTICLE 6 – SENIORITY

### Section 1:

- A. Full time employees shall acquire seniority upon completion of an introductory period of 60 days worked unless extended by mutual agreement, from the date of hiring after which seniority shall be as of the, original date of hire.
- B. All employees must qualify for full surety bond without any deductions as a condition of continued employment. An employees' failure to do so will result in loss of employment and seniority.
- C. In the event that an employee who loses full bond-ability grieves his/her dismissal to arbitration, and the arbitrator awards that the employee should be returned to work, the credit union shall, within three (3) working days of receipt of the arbitration award, write the bonding company asking for a review and consideration of the arbitrators opinion and award. In the event that the employee does not become fully bondable as a result, the issue shall be remanded to the arbitrator.

Section 2: There shall be two seniority lists, one for full time employees and one for part time employees. **For the purposes of vacation bidding only, there shall be one list of all employees based upon their original date of hire. For no other reason, except for vacation bidding, shall this hire date list be used to alter any seniority-based benefits (i.e. vacation, wages, etc.).**

### Section 3: Seniority shall be broken for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged for just cause.
- C. If the employee is absent three (3) days without properly notifying the Employer, unless a satisfactory reason is given.
- D. If the employee fails to report to work within three (3) days after the expiration date of a leave of absence unless a satisfactory reason is given.
- E. If the employee is laid off for a continuous period equal to the seniority acquired at the time of such layoff.
- F. If the employee is on a sick leave of absence for a continuous period equal to the seniority acquired at the time of such sick leave.
- G. If the employee is on long-term disability for a continuous period of **two (2)** years.
- H. If the employee fails to qualify for full surety bond without any deductions.
- I. If within 18 months of employment, the Employer finds the employee falsified their employment application.

Section 4: The Stewards head the seniority list during term of office for purposes of layoff and recall.

Section 5: Employees hired for part time work shall acquire seniority after working five hundred sixty (560) hours within a six (6) month period. The introductory period may be extended by mutual agreement between the Union and the Employer. Upon completion their seniority date will revert to their date of hire.

- A. In the event that a leave of absence for other than compensable injury is incurred during the introductory period and the employee does not complete their five hundred sixty (560) hours within a six (6) month period, the date of hire will be adjusted. The adjusted date will be determined from the date the employee completed the introductory period going back five hundred sixty (560) hours, based on a 30.4 hour work week.

## ARTICLE 7 – PART TIME

Section 1: The Employer agrees to compensate each part-time employee at the wage rate referenced in Schedule A, Section B through **May 31, 2023**.

- A. The Employer agrees to grant each part time employee, who has acquired seniority upon the ratification date of this Agreement, **pay referenced in Schedule A, Section B**.
- B. **Employees that are rehired within (1) one year of separation or less may retain the same wage scale as when they left the company up to the 36<sup>th</sup> month rate as outlined in Schedule A, Section B of this agreement. Upon such rehire, no employee shall exceed their previous pay scale.** The employee shall additionally be subject to a reduced introductory period of one hundred fifty two (152) hours worked.
- C. Part time base wage, referenced in Schedule A Section B, is capped at **\$17.29** per hour. Part time employees earning more than **\$17.29** per hour as of **June 1, 2020** will remain at their current rate of pay.
  - 1. Employees at the part time wage cap referenced above, will receive a \$500 lump sum payment on **May 3, 2021**, and **May 2, 2022**.
- D. Employer has the right to hire new part time employees at the 12-36 month pay scale referenced in Schedule A, Section B, based on relevant years of similar work experience. **Human Resources reserves the right to increase the wage rate of a part time employee between the “12-36 month” pay scale within 6 months of that employee’s hire date.** If a part time employee is hired at a higher base wage rate, they will receive pay increases that follow their starting hourly base wage rate as outlined in Schedule A, Section B.

Section 2: The total number of part time employees shall not exceed 70% of the full time employee complement, including recently acquired Amalgamated Credit Union employees, except as otherwise agreed to by the parties in writing. The Employer shall additionally have the right to replace any part time employee on a leave of absence for 30 days or more.

- A. A part time or a full time employee may be hired or transferred to assume the duties of a part time or full time employee on a leave of absence. A new employee hired to replace a part time or full time employee on a leave of absence, may be retained once the employee on leave of absence returns to work until the part time complement is decreased to 70%, or below, through natural attrition of the part time staff or the full time staff is increased.

Section 3: Personal Time Off:

- A. Part time employees may schedule up to 45.6 hours of personal time off (PTO) per year with compensation as follows:

After 1 year of employment	7.6 hours earned starting Jan 1 <sup>st</sup> – June 30 <sup>th</sup> 7.6 hours earned starting July 1 <sup>st</sup> – Dec 31 <sup>st</sup>
After 2 years of employment	7.6 hours earned starting Jan 1 <sup>st</sup> – Apr 30 <sup>th</sup> 7.6 hours earned starting May 1 <sup>st</sup> – Aug 31 <sup>st</sup> 7.6 hours earned starting Sept 1 <sup>st</sup> – Dec 31 <sup>st</sup>

After 3 years of employment	7.6 hours earned starting Jan 1 <sup>st</sup> – Feb 29 <sup>th</sup>
	7.6 hours earned starting March 1 <sup>st</sup> – April 30 <sup>th</sup>
	7.6 hours earned starting May 1 <sup>st</sup> – June 30 <sup>th</sup>
	7.6 hours earned starting July 1 <sup>st</sup> – Aug 31 <sup>st</sup>
	7.6 hours earned starting Sept 1 <sup>st</sup> – Oct 31 <sup>st</sup>
	7.6 hours earned starting Nov 1 <sup>st</sup> – Dec 31 <sup>st</sup>

- B. The 45.6 hours personal time off (PTO) will be made available to the employee at the start of each calendar year and PTO will automatically be used to compensate or excuse employees during periods of pre-authorized absence of **1/100<sup>th</sup>** of an hour and greater. Such absences will include personal time, injury and illness, and workers compensation claims. Accounting will be in **1/100<sup>th</sup>** hour increments. The use of PTO hours will be based upon scheduled hours.
1. Employees may make-up up to **two (2) hours** of preauthorized absences per workweek, at the option of the Employer. Such absences may be made up before or after the employees regularly scheduled work day or during lunch or break times, at the mutual agreement of the employee and the Employer.
  2. Employees tardy at the beginning of their workday or returning from lunch, will automatically receive an unexcused tardy regardless of the reason and will not receive PTO payment for the first 30 minutes or less or be allowed to make up time. Employees will receive an unexcused tardy if they are more than 30 minutes late, however, beyond the 30 minutes, they will be compensated with personal time off (PTO). They will not be allowed to make up any time that is not pre-approved a full business day in advance.
  3. At the discretion of the Supervisor, employees may work their regular schedule on the day of mandatory full staff meetings, provided their regular work time begins immediately after the full staff meeting ends and they work until the end of their regularly scheduled workday, without being charged personal time off (PTO).
  4. During the first year of employment, employees may earn up to 3.8 hours Personal Time Off (PTO), without compensation, each calendar month beginning the month following the date of hire. Employees must work ten (10) days a month to earn the 3.8 hours Personal Time Off (PTO) for that month.
- C. Part time employees will begin to earn personal time off (PTO) the following January 1<sup>st</sup> after the date of hire and will continue to earn (PTO) in the same manner in each consecutive year thereafter without regard to their actual date of seniority within the year. The Employer must be reimbursed if an employee fails to earn all personal time off (PTO) hours for which payment has been made.
- D. If a part time employee quits, they shall not earn (PTO) hours for the period in which they quit. Part time employees on a leave of absence must work 2 or more days in 30% of the weeks in any given period in order to earn PTO hours for the period.
- E. PTO requests should be submitted for the Employer's approval at least one week in advance, whenever possible. If, at the end of the year, the employee has not used all such hours, they shall be given pay for the time not used, payable by the 7<sup>th</sup> working day of December.
- F. Personal time off (PTO) cannot supersede vacation schedules. Once PTO has been approved, it can only be changed or canceled upon mutual agreement.

Section 4: Vacation: Employees may schedule vacation beginning the following January 1<sup>st</sup> after the date of hire, subject to the provisions in Article 17, Section 1, B, C, D, E, F, G, I (except the last sentence), J, K, L. However, compensation will be fully earned beginning upon the employee's second seniority date. Vacation will be scheduled and compensated as follows.

Calendar year of 1 <sup>st</sup> seniority date	1 week off (5 consecutive days) with no compensation
Calendar year of 2 <sup>nd</sup> seniority date	1 week off (5 consecutive days) with 22.8 hours paid
Calendar year of 3 <sup>rd</sup> seniority date	2 weeks off (5 consecutive days) with 30.4 hours paid
Calendar year of 4 <sup>th</sup> seniority date	2 weeks off (5 consecutive days) with 38 hours paid
Calendar year of 5 <sup>th</sup> seniority date	2 weeks off (5 consecutive days) with 53.2 hours paid
Calendar year of 6 <sup>th</sup> seniority date	3 weeks off (5 consecutive days) with 60.8 hours paid

- A. Employees who take individual vacation days in increments of less than one full week (Monday through Friday) must be available for work all other days during the workweek that a vacation day(s) is taken.
- B. It is required that each part time employee must take at least five (5) consecutive days off per seniority year, beginning their first full calendar year following date of hire. Consecutive days off may consist of PTO, Vacation, or Holiday.

Section 5: Holiday Pay:

- A. After two (2) years of employment part time employees will be paid 3.8 hours holiday pay for each of the holidays full time employees receive, provided they work their normal scheduled work days before and after the holiday, in accordance with Article 11, Section 1(A). If an employee is scheduled to work on the holiday and calls in on the holiday, they will not be paid holiday pay.
  - 1. Work performed on any of the holidays referenced in Article 11, Section 1, shall be paid at the regular rate of pay for time worked, in addition to the holiday pay referenced in Article 7, Section 5(A), except New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day which shall be paid at two (2) times the employees regular rate of pay for time worked in addition to the holiday pay referenced in Article 7, Section 5(A).
  - 2. Worked performed on Saturday, following a holiday which falls on Friday, or work performed on Saturday, preceding a holiday which falls on Monday, will be paid at the regular rate of pay for time worked, plus an additional \$4.00 per hour.
  - 3. Part-time employees that work on a holiday referenced in Article 11, Section 1 except Christmas Eve and New Year's Eve, and qualify for holiday pay as outlined in Article 7, Section 5(A), may elect to receive an additional 3.8 paid hours off in lieu of the 3.8 hours holiday pay. Time off, in lieu of pay, will be scheduled at the mutual agreement of the employee and their supervisor.
  - 4. Holidays referenced in Article 11, Section 1 that fall on a Saturday or Sunday will not be paid as a six day work week. In the event an employee works on said holiday, they will be paid their regular rate of pay for time worked in addition to the 3.8 hours of holiday pay.

5. Part time employees required to work on a holiday referenced in Article 11, Section 1, when all branch offices are closed, will receive a \$100 lump sum bonus payment if they work 7.6 hours or more that day, in addition to pay for time worked and holiday pay.
- B. Part time employees with less than two years of service that work a holiday referenced in Article 11, Section 1 shall be paid at the regular rate of pay for time worked, plus an additional \$4.00 per hour. Worked performed on Saturday, following a holiday which falls on Friday, or work performed on Saturday, preceding a holiday which falls on Monday, will be paid at the regular rate of pay for time worked, plus an additional \$4.00 per hour.
  1. Holidays referenced in Article 11, Section 1 that fall on a Saturday or Sunday will not be paid as a six day work week. In the event an employee works on said holiday, they will be paid their regular rate of pay for time worked, plus an additional \$4.00 per hour.
  2. Part time employees with less than two years seniority, which are required to work on a holiday referenced in Article 11, Section 1, when all branch offices are closed will receive a \$100 lump sum bonus payment if they work 7.6 hours or more that day, in addition to pay for time worked and the additional \$4.00 per hour referenced in Section B or B(1) above, if applicable.

Section 6: Pension/401K: Employer will contribute 8% of part time employee compensation based on W-2 wages, including 401(k) and flexible spending contributions, to a mutually agreed upon defined contribution pension plan upon meeting the eligibility requirements of the plan. The Employer will match up to 2% of a participating bargaining unit employee's contribution to his/her 401(k) account. In addition, the pension and 401(k) administration fee for active and retired employees will be paid by the Employer.

Section 7: Should the Employer determine a need to hire additional full time staff, the position will be awarded to the most senior employee if qualifications are relatively equal, provided the applicant meets the posted job skills. Relatively equal is defined as the status of the qualifications of two (2) or more candidates when there is no discernible difference in their qualifications that is likely to have any bearing on their ability to do the job. All Bargaining Unit employees that make application for positions, and meet the posted qualifications, shall be granted full and fair consideration before any external candidates are hired into the Bargaining Unit.

- A. Part time employees awarded full time positions will be given an introductory period not less than fifteen (15) working days, nor more than **ninety (90)** working days unless mutually agreed upon by the Employer and the union. Vacation, PTO, holidays, bereavement, jury duty and leaves of absences will not be counted in the 15 to **90** day introductory period.
- B. A part time employee applying for a full time position, who is on a leave of absence at the time of such application, must return to work within fourteen (14) days of **being** awarded the position. Once awarded, the introductory period will begin when the employee returns to work.
- C. Part time employees awarded full time positions will be paid the part time PTO they have earned, up to and including the day before they begin full time, in accordance with Article 7, Section 3(A), and a pro-rated percent of the part time vacation they have earned. Pro ration shall be calculated as one pay period equaling one fifty second of a year. Payment will be made at the employee's current part time rate.

- D. Part time employees receiving disciplinary time off **of 10 days or more for any reason during the previous six (6) months shall not be eligible for such transfers regardless of seniority or qualifications.**
- E. Part time employees transferring to full time status that are entitled to two (2) weeks' vacation at the time of the transfer will retain the two (2) week vacation entitlement and full compensation during the first year that they are awarded full time status.
- F. Part time employees transferred to full time status as provided in Article 7, Section 7 before 11/21/2007 will be paid the wage rate referenced in Schedule A, Section A. Part time employees transferred to full time status as provided in Article 7, Section 7 after 11/21/2007 will be paid the wage rate referenced in Schedule A, Section C.

Section 8: Any part time employee who is known to be ill or disabled, supported by satisfactory evidence will be granted sick leave, **supported by Family Medical Leave Act (FMLA) guidelines and documentation, for the duration of FMLA , and no longer than a total period of six months.** Seniority of such employee shall accumulate during sick leave and shall be broken **upon six months of leave of absence, unless a personal leave of absence is mutually agreed upon between the employee and employer.** In compensable injury and/or legal occupational disease cases, sick leave shall be granted automatically and seniority shall accumulate for the full period of legal temporary disability.

- A. No sick leave shall begin prior to the date that the employee visits a doctor to treat the illness/injury that effectuates the leave.
- B. Employees absent from work due to illness or injury for less than five business days, will not be considered on a sick leave of absence, and will be charged with PTO.
- C. Personal time off (PTO) of 15.2 hours must be charged to an employee during the first week of a sick leave of absence.
- D. Employees who are hospitalized due to illness or injury, will be granted a sick leave of absence beginning the day of hospitalization through the date that their doctor's release **up to six months**, and will be charged with **15.2 PTO hours** for those days. **The employee may choose to use previously rolled over PTO days (Carry Over), current PTO days, or Vacation days to satisfy the elimination period.**
- E. Outpatient surgery performed in a doctor's office or other facility will not be considered to be hospitalization or first day of disability.

Section 9: Intentionally Left Blank

Section 10:

- A. Part time employees may work a maximum of 30.4 hours weekly unless additional time is required to finish a day's work. The Union reserves the right to grieve continuous violation of the 30.4 hour work limitation. Part time employees will not be scheduled for less than 15.2 hours weekly.
- B. During the introductory period, part time employees may be scheduled for 38 hours per week for up to four (4) weeks as a training period.

The Employer shall have the right to schedule up to eight (8) hours per month for staff meetings and training sessions in addition to the weekly hours allowed in Article 7, Section 10(A). Training

time will be charged when meetings or other training are scheduled outside an individual employees scheduled workday.

- C. Part time employees shall receive 95% compensation for the daily hours scheduled in the event of an emergency closing of the credit union. Such emergency closing will be called at the discretion of the Employer.

Section 11: Part time employees shall join and maintain membership in the Union upon acquiring seniority subject to Article 1, Section 2.

Section 12: The credit union may work any part time employee in any department or job function of the credit union, and may transfer these employees between departments in its discretion, and as needed, on a daily basis.

- A. In the event that a part time employee is replacing a full time employee who is on a leave of absence for a period in excess of 30 days, a part-time employee may be placed on temporary full time, subject to the requirements of Article 7, Section 14(A). To further clarify, this will apply when a part-time employee fully assumes the duties of the absent employee. Such temporary full time assignment is not subject to the restrictions of Article 7, Section 14(B).
- B. Employees that are interested in member contact cross-training opportunities, to be provided at the discretion of the Employer, shall notify both the Vice President of Human Resources and their supervisor in writing. The Employer shall offer this cross-training opportunity, when available, to the top five (5) employees in order of seniority from among those employees registering such interest, providing that such employees have consistently met their assigned training goals and have not be disciplined in the previous three months for work performance issues. This member contact cross-training opportunity will consist of an aggregate of six (6) weeks training, which may not be consecutive. The Employer shall have the right to discontinue the cross-training opportunity if an employee is given discipline due to job performance, attendance or tardiness.

Section 13:

- A. All part time employees who accepted full time positions prior to June 1, 1988 shall have as their seniority date the date they start work as a full time employee, but shall retain their original date of hire for purposes of vacation entitlement. Such employees returning to part time status, for any reason, shall assume their original seniority date.
- B. All part time employees hired after June 1, 1988 who accept full time positions shall have as their seniority date and their start date for purposes of benefits, the date they start work as a full time employee. Such employees returning to part time status, for any reason, shall assume their original seniority date.
- C. Full time employees transferring to part time status, for any reason, shall freeze their full time seniority upon assuming part time status, and have as their seniority date the date they start work as a part time employee. Such employees shall, upon return to full time status again start accumulating full time seniority. All transfers must be mutually agreed upon by the Employer and the Union.



1. Full time employees with less than 5 years **of employment** at the time of transfer to part time status will be paid at the wage rate referenced in Schedule A, Section B based on **original date of hire**.
2. Full time employees with 5 years of full time seniority at the time of transfer to part time status will be paid at the part time hourly rate **of \$17.29**.
3. Full time employees transferring to part time status that are entitled to **three (3)** weeks' vacation at the time of the transfer will retain the **three (3)** weeks' vacation entitlement. Vacation time will be compensated **in accordance to Article 7, Section 4**.
4. Full time employees transferring to part time status that are entitled to less than **three (3)** weeks' vacation at the time of the transfer will be eligible for vacation subject to Article 7, Section 4, based on their original date of hire.
5. Full time employees transferring to part time status will earn Personal Time Off (PTO) subject to Article 7, Section 3 (A), based on their original date of hire.

Section 14: Temporary Full Time:

- A. In the event the Employer recognizes the need for temporary full time employees, the position will be offered to the most qualified part-time employee in the department, in line with seniority, and if not available within the department, to the most senior qualified part-time employee.
- B. At no time will there be more than six (6) part time employees working temporary full time. The aggregate of all employees working temporary full time shall not exceed a total of six hundred fifty (650) working days per calendar year.
- C. Employee(s) working temporary full time will receive the hourly wage referenced in Schedule A, Section C for the classification of work to be performed, provided that a minimum of 37 hours of the scheduled workweek is worked.
  1. Employees accepting temporary full time work will be given the option of canceling all scheduled time off greater than one (1) hour in a work week during the temporary reclassification, regardless of the cancellation notification period. If this scheduled time off is not cancelled, the next senior part time employee will be offered the temporary reclassification for that workweek, in seniority order.
- D. Temporary full time employee(s) will earn 7.6 additional PTO hours for each consecutive 30-day period of temporary full time worked, or a prorated percentage based on their hours worked as temporary full time during a 30 day period. Additionally, Personal Time Off (PTO) earned under Article 7, Section 3, will be paid on a pro-rated basis for the period immediately preceding temporary full time and also for the period immediately following the employees' return to part time status. Temporary full time employees shall be paid Holiday Pay as provided in Article 11. Temporary full time employees are not entitled to any other full time benefits.
- E. Article 7, Section 12 will continue to apply to employee(s) working temporary full time.

Section 15: Part Time Working Hours:

- A. Employees who are scheduled to work on a given day shall receive break and lunch periods as follows **(scheduled hours are calculated prior to deducting any breaks)**:

4.5 hours to 4 hours 59 minutes	One paid 15 minute break
5 hours to 9.5 hours	One paid 15 minute break & an unpaid 45 minute lunch
More than 9.5 hours	Two paid 15 minute breaks & an unpaid 45 minute lunch

1. Breaks and lunch periods will be scheduled by the Employer in accordance with daily business needs.
  2. No employee shall be compelled to take the paid break before the employee has worked forty-five (45) minutes or after the employee has worked six and one quarter (6 ¼) hours. No employee shall be compelled to take the break one-half (½) hour before lunch period or one-half (½) hour after lunch period.
  3. Employees entitled to one paid break and a lunch period, may schedule both together, or separately at the employee's option, with pre-notification to their supervisor.
- B. If an employee has a four and one-half (4.5) hour schedule, in lieu of taking a break the employee will be paid for fifteen (15) minutes.
- C. An employee called into work other than as scheduled shall be paid a minimum of 4 hours.
- D. In the event an employee does not balance within their scheduled work day, or within fifteen (15) minutes after serving their last member, whichever is later, the employee may continue to balance at straight time, with supervisory approval.
- E. **No employee will be compelled to work six days a week, unless mutually agreed upon between management and the employee.**

## ARTICLE 8 – LAYOFF AND REHIRE

Section 1: In the event of layoff of seniority employees, the employee shall receive one (1) week notice, if possible, or forty eight (48) hours, or 48 hours pay in lieu of notice.

Section 2: Employees will be laid off in inverse order of their seniority in accordance with the following:

- A. Co-op Employees
- B. Introductory Part Time Employees
- C. Seniority Part Time Employees
- D. Introductory Full Time Employees
- E. Seniority Full Time Employees
- F. Full and Part Time Employees not listed below
  1. Bookkeeper
    - a. Seniority permitting and qualified to do the job another employee may displace one of these.

Section 3: Employees shall be recalled to work in order of their seniority (reverse order of the layoff).

Section 4: Full time employees shall not be required to accept temporary or part time work to retain their seniority in reduction of force. Part time employees shall not be required to accept temporary work to retain their seniority in reduction in force.

Section 5: If an employee is recalled from layoff into a different position and/or department from their pre-layoff status, or if they are otherwise involuntarily displaced from their position and/or department resulting from a layoff in the Bargaining Unit, they shall be returned to such position and/or department in seniority order as openings occur.

Section 6: In the event of a layoff of seniority full time employees, the highest seniority full time employee that applies will be laid-off, provided the Employer determines the remaining employees are capable of performing the work. The invert layoff option may be limited to one higher seniority employee per layoff. At the end of thirty (30) days, and each thirty (30) days thereafter, a review of the layoff will be made to determine if the longer seniority employee will continue on layoff. At that time the lowest seniority employee may be laid off

## ARTICLE 9 – TRANSFERS

Section 1: When the Employer determines that a full time job vacancy is available for bidding, it will post notices via the credit union intranet site. Full time and part time employees may apply. Employees must file an application with the Employer within three (3) working days of the posted notice. If there are no successful bidders for the vacancy, the Employer may assign the job to the most qualified employee with the lowest seniority, or hire an external applicant.

Section 2: When multiple applications are filed for a posted job vacancy, the position will be awarded to the most senior bidder, if qualifications are relatively equal, provided the applicant meets the posted job skills. Relatively equal is defined as the status of the qualifications of two (2) or more candidates when there is no discernible difference in their qualifications that is likely to have any bearing on their ability to do the job. All Bargaining Unit employees that make application for positions, and meet the posted qualifications, shall be granted full and fair consideration before any external candidates are hired into the Bargaining Unit.

- A. Employees receiving disciplinary time off of **10 days** or more for any reason during the previous six (6) months shall not be eligible for such transfers regardless of seniority or qualifications.

Section 3: After accepting a job vacancy, a full time employee cannot apply for another change in his/her position for at least six (6) months, unless it is a higher paying job or by mutual agreement.

- A. Employees awarded a full time Teller position must remain in the position for at least 12 months from the date they start the full time position.

Section 4: If an opening occurs, a full time employee on leave of absence of thirty (30) days or less must be contacted by phone or certified letter of the opening.

Section 5: A full time employee who is awarded a job vacancy shall be given a trial period of not less than fifteen (15) days, nor more than **ninety (90)** working days, unless mutually agreed upon by the Employer and the Union in writing. In the event the Employer determines that the employee fails to qualify for the job, the employee shall be returned to their classification within the department with no loss of seniority, nor shall the failure to qualify be considered as a negative factor for subsequent job openings.

- A. When a full time employee transfers to a higher wage rated job, the job rate will be paid when, in the Employer's discretion, the employee performs the job in a satisfactory manner, and in any event within **ninety (90)** working days, unless the trial period is extended.

Section 6: If the Employer determines the need to downsize a department for reasons not constituting a layoff, the lowest seniority person in that department shall be transferred to the department the Employer deems necessary, unless a higher seniority employee volunteers to transfer. Within two (2) weeks of displacement, the employee must file an application with the Human Resource Department requesting to be returned to that position if an opening should occur within one (1) year.

## ARTICLE 10 – FULL TIME WORKING HOURS

Section 1: All overtime work will be equalized between seniority employees. Overtime is defined as time worked in excess of 38 hours in a workweek. Premium pay for overtime work shall only be paid in accordance with Section 13 of this Article. Introductory employees may perform work during regular hours, but will only work overtime when all employees in their department are working. Each department listed below will be a separate equalization of hours group:

Teller Department	Accounting Department
Collection Department	Member Support Service Department
Loan Department	Marketing Department
Member Services Department	Information Technology Department
<b>Contact Center Department</b>	Staff of Each Individual Branch Office
<b>Compliance Department</b>	

Section 2: Credit Union will equalize overtime among employees in the equalization group who are capable of performing the overtime assignment without additional training. The employee with the least amount of hours shall be offered the work first. Employees who accept overtime, or refuse overtime, will be charged for the time.

Section 3: Employees may decline the overtime assignment in order of equalization of hours. If no one accepts the assignment, the least senior employees who are capable of performing it will have to accept the overtime assignment. If necessary, an entire equalization group may be required to work overtime.

- A. If an employees' job requires them to work overtime, employees assigned to jobs may be required to work the overtime to complete the days transactions.
- B. The Employer shall notify employees of overtime work twenty four (24) hours in advance of overtime, whenever possible.
- C. All absences of less than thirty (30) days shall be charged with the actual hours they could have worked during the period of absence.
- D. A new hire, upon acquiring seniority, or an employee returning from a layoff, leave of absence or other absence of thirty (30) days or more, shall be given the average hours of the group, upon return to work, for the purpose of equalization of hours.
- E. For purposes of equalization of overtime, employees will be charged one paid hour for each hour worked or refused.
- F. Employees transferred from one equalization of hours group to another shall take the average hours of the group to which they are transferred.

Section 4: The standard workday shall be up to 9.5 hours for a four (4) or five (5) day workweek. Overtime outside the standard workweek shall be paid according to Section 13.

- A. No employee shall be compelled to take any part of such continuous hour for lunch before the employee has worked one hour and fifty-five minutes of their work day or after the employee has worked six (6) hours of their work day.

Section 5: The standard workweek shall be thirty eight (38) hours.

Section 6: An accounting of accumulated over-time and regular hours shall be made available on the credit union intranet site at all times.

Section 7: The employee's starting time shall be fixed at the Employer's discretion to efficiently operate the credit union as long as the decisions made by the Employer reflect sound business practices and do not reflect discrimination or prejudice. The designated operating officials shall be the sole judges of what constitutes proper protection of the credit union's interest, to protect its security and solvency, and to best protect the interest of the member.

Section 8: Employees scheduled for an afternoon shift shall receive a shift premium of \$0.50 per hour. Anyone working at least one-half of their regular hour day after 5:20 pm shall receive the shift premium.

Section 9:

- A. Employees who are scheduled to work on a given day shall receive break and lunch periods as follows (**scheduled hours are calculated prior to deducting any breaks**):
  - 4.5 hours to 4 hours 59 minutes    One paid 15 minute break
  - 5 hours to 9.5 hours                      One paid 15 minute break & an unpaid 45 minute lunch
  - More than 9.5 hours                      Two paid 15 minute breaks & an unpaid 45 minute lunch
- B. Employees entitled to one paid break and a lunch period, may schedule both together, or separately at the employees option, with pre-notification to their supervisor.
- C. Breaks and lunch periods will be scheduled by the Employer in accordance with daily business needs.
- D. No employee shall be compelled to take the paid break before the employee has worked forty-five (45) minutes or after the employee has worked six and one quarter (6 ¼) hours. No employee shall be compelled to take the break one-half (½) hour before lunch period or one-half (½) hour after lunch period.
- E. If an employee has a four and one-half (4.5) hour schedule, in lieu of taking a break the employee will be paid for 15 minutes.

Section 10: An employee called into work other than as scheduled shall be paid a minimum of 4 hours.

Section 11: All work performed on Sunday shall be paid at double (2) times the regular rate of pay.

Section 12: All work performed on the Holidays recognized by this Agreement shall be paid **overtime (1½ times employee's regular rate)** for hours worked that day, in addition to holiday pay. The exception is New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day, which shall be paid at two (2) times the regular rate of pay for time worked, in addition to holiday pay.

- A. Full time employees that work on a holiday referenced in Article 11, Section 1, except Christmas Eve and New Year's Eve, may elect to receive an additional 7.6 hours paid day off, in lieu of holiday pay. Time off, in lieu of pay, will be scheduled at the mutual agreement of the employee and their supervisor.
- B. Work to be performed on a holiday, referenced in Article 11, Section 1 will be scheduled among employees capable of performing the work to be assigned without additional training in the

sole discretion of the Employer, on a voluntary basis whenever possible. Seniority will be the deciding factor should more than one qualified employee volunteer for the holiday hours to be worked and the preference of which holiday to be worked. Once a high seniority employee has volunteered to work a holiday, preference will then be given to the next senior employee capable of doing the work to be assigned, in seniority order. If no employee capable of doing the work to be assigned volunteers to work, an employee that has previously volunteered may accept the holiday work, or the work will be assigned to the lowest senior employee capable of doing the work. Once a low seniority employee has been required to work a holiday, the holiday will be assigned to the next lowest seniority employee capable of performing the work to be assigned. No employee may be required to work more than one holiday per calendar year, unless there are no other qualified employees capable of doing the work to be assigned. The process above renews each January 1<sup>st</sup>.

1. An employee may not volunteer to work on a holiday in which they have been approved for vacation within the same workweek.

Section 13: All work performed in excess of 38 hours in a work week shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Bereavement days and emergency closings will be considered time worked when calculating overtime.

Section 14: The Employer shall have the right to schedule up to eight (8) hours per month at straight time for staff meetings and training sessions. Training time will be charged when meetings or other training are scheduled outside an individual employees scheduled workday.

Section 15: In the event an employee does not balance within their scheduled work day, or within fifteen (15) minutes after serving their last member, whichever is later, the employee may continue to balance at straight time, with supervisory approval.

Section 16: Employees working in the Marketing Department will be paid overtime when working more than the standard work-week **as outlined in Article 10, Section 13**. Any Civic Functions, Community Mixers, and other networking opportunities of a social nature are not included in the standard work-week and will not be paid, but these functions cannot exceed ten (10) hours per month.

Section 17: Full time employees shall receive 95% compensation, plus overtime, for the daily hours scheduled in the event of an emergency closing of the credit union. Such emergency closing shall be called at the discretion of the Employer.

## ARTICLE 11 – HOLIDAY PAY

Section 1: Full time employees will be paid one (1) full days pay for each of the following holidays, provided they work the full scheduled work days immediately before and immediately after the holiday.

December 31<sup>st</sup>

January 1<sup>st</sup>, or January 2<sup>nd</sup> if January 1<sup>st</sup> falls on Sunday

Martin Luther King, Jr. Day

President's Day

Good Friday

Memorial Day

July 4<sup>th</sup> or July 5<sup>th</sup> if July 4<sup>th</sup> falls on Sunday

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

December 24<sup>th</sup>

December 25<sup>th</sup> or December 26<sup>th</sup> if December 25<sup>th</sup> falls on Sunday

- A. Employees absent a full or partial day, due to illness on the scheduled day before or after a holiday will receive holiday pay if they provide the credit union with a doctors' certification or other valid proof of illness. If an employee is scheduled to work on the holiday and calls in on the holiday, they will not be paid holiday pay.
- B. Employees on a pre-approved vacation, jury duty, bereavement, or scheduled PTO, on the day before or after a holiday will receive holiday pay. Employees tardy on the day before or after the holiday may receive holiday pay, at the Employer discretion.
- C. Employees that begin a sick leave of absence within the week prior to the holiday or the week in which the holiday occurs, will receive holiday pay if they return to work the day following the holiday and have provided the credit union with doctor's certification to return to work.
- D. Employees returning from sick leave will not receive holiday pay if their doctor returns them to work on the holiday.
- E. Work performed on Saturday, following a holiday which falls on Friday, or work performed on Saturday, preceding a holiday which falls on Monday, will be paid **overtime (1 ½ times employee's regular rate)** for hours worked that day, as outlined in Schedule A, Section A, Section C, or Section D.
- F. Holidays referenced in Article 11, Section 1 that fall on a Saturday or Sunday will not be paid as a six day work week. In the event an employee works on said holiday, they will be paid according to Article 10, Section 12.
- G. If an employee is required to work on a holiday when all branch offices are closed, they will receive a \$100 lump sum bonus payment if they work 7.6 hours or more that day, in addition to pay for time worked and holiday pay, as applicable.



## ARTICLE 12 – BEREAVEMENT PAY

Section 1: All employees shall be granted three (3) days of absence, upon notification to Employer, from work, with pay for bereavement period in the event of a death in an employee's immediate family defined as: brother, sister, grandparents, grandchild, half-brother, half-sister, step-parents, step brother, step sister, parents of current spouse, grandparents of current spouse, step parents of current spouse. If an employee is on a scheduled vacation when a death in the immediate family occurs, three days of absence with pay for bereavement period will be granted upon notification to **Human Resources**.

- A. Parents of current spouse include parents of an employees' deceased spouse, within one year of the spouse's date of death, provided the employee and deceased spouse were married for at least 10 years and the employee has not remarried.

Section 2: All employees will be granted five (5) days of absence from work, with pay, for bereavement period in the event of a death of a spouse, child, or step-child.

Section 3: All employees will be granted four (4) days of absence from work, with pay, for the death of an employee's mother or father.

Section 4: Part time employees will be paid for scheduled hours of their scheduled days only.

Section 5: Bereavement days must be used immediately following the death unless special circumstances exist. At the sole discretion of the Employer, should such circumstances deem operationally necessary, the employee may be paid for unused bereavement days.

## **ARTICLE 13 – JURY DUTY**

Section 1: The Employer agrees to pay the difference between all employee wages and what they receive in pay for jury duty.

Section 2: Part time employees will be paid for scheduled hours of their scheduled days only.

Section 3: Employees scheduled for jury duty must return to work within thirty (30) minutes of dismissal to qualify for reimbursement of lost wages. This time will be extended to one and one-half hour if the employee has not received a lunch break as part of their jury duty service.

## ARTICLE 14 – RATE OF PAY

Section 1: The Employer agrees to compensate each full time employee at the rate of pay referenced in Schedule A, Section A, Section C **or Section D** of this Agreement based on the full time seniority date of the employee.

Section 2: When it becomes necessary to establish further job classifications, the wage rates therefore, shall be negotiated between the Employer and the Union.

Section 3: The Employer agrees to grant each full time employee, referenced in Schedule A, Section A, a **LUMP SUM of \$1,500 on June 1, 2020, and a LUMP SUM of \$1,250 on May 3, 2021 and a LUMP SUM of \$500 on May 2, 2022 and an ROA Bonus, as outlined in Appendix A – ROA by no later than February 28, 2023.**

Section 4: Employer agrees to grant each full time employee, referenced in Schedule A, Section C, an hourly base wage increase of 3% on **June 1, 2020 (new base rate will be \$22.86), and a \$1,250 LUMP SUM on May 3, 2021, and a \$500 LUMP SUM on May 2, 2022, and an ROA Bonus, as outlined in Appendix A – ROA by no later than February 28, 2023.**

Section 5: Employer agrees to grant each full time employee referenced in Schedule A, Section D1 a **LUMP SUM of \$1,300 on June 1, 2020, and a \$1,000 LUMP SUM on May 3, 2021, and a \$500 LUMP SUM on May 2, 2022 and ROA Bonus as outlined in Appendix A – ROA by no later than February 28, 2023.**

Section 6: The Employer agrees to grant each full time employee referenced in Schedule A, Section D2 an hourly base wage increase of 6.38% on June 1, 2020, a 3% hourly base wage increase on May 3, 2021, a 3% hourly base wage increase on May 2, 2022 and ROA Bonus as outlines in Appendix A – ROA by no later than February 28, 2023.

## **ARTICLE 15 – PENSION/401K FOR FULL TIME EMPLOYEES**

Section 1: The Employer will contribute 8% of full time employee compensation based on W-2 wages, including 401(k) and flexible spending contributions, to a mutually agreed upon defined contribution pension plan, upon the employee meeting the eligibility requirements of the plan. The employer will match up to 2% of a participating bargaining unit employee's contribution to his/her 401(k) account.

Section 2: The Employer agrees to pay the administration cost of the pension and 401(k) pension plans for active and retired employees. Employee record keeping fees will be charged against the individual employees retirement investment account.

## ARTICLE 16 – RETIREE BENEFITS

Section 1: The Employer shall pay up to \$200.00 per month of health insurance premiums for full time employees who retire, provided they are 55 years of age and have 30 years of service prior to retirement. Employee must be enrolled in the Employer health insurance program at the time of retirement and enrollment must be continuous thereafter in order to maintain eligibility. Retirees must apply for Medicare Part B benefits as soon as available. Once Medicare Part B benefits become available, the Employer will maintain supplemental health insurance coverage subject to a \$200.00 maximum premium per month, per retired employee. The current plan available for Medicare eligible retirees is Blue Care Network Medicare Advantage coverage with \$15/\$50 prescription and \$30.00 office co-pay. The Employer reserves the right to change insurance carriers as long as the benefit is comparable to the current plan and the prescription co-pay does not exceed \$15/\$50 and the office co-pay does not exceed \$30.00 per visit. Retired employees, prior to Medicare eligibility, may choose health insurance coverage as provided in Article 18, Section 1, except that the Employer will not be responsible for dependent coverage.

- A. The Employer shall pay health insurance premiums for full time employees whose full time seniority date is prior to March 23, 1998 who retire provided they are 62 years of age or have thirty (30) years of service prior to retirement. If they do not have thirty (30) years of service, but are 62 years old they must have at least fifteen (15) years of service. Section 1 shall apply except as provided in this section.

Section 2: Retirees may purchase health insurance coverage for their spouse at group rates. They may also purchase vision and dental benefits for themselves and their spouse at group rates, if allowed by the carrier and there are enough interested to fulfill required quotas.

Section 3: **Qualified retired employees, as outlined above in Article 16, Section 1 or Section 1-A, are eligible to receive the following benefits, equivalent to an active employee:**

- A. **Loan Rate Reduction for Secured Loans**
- B. **Certificate Rate Increase**
- C. **\$50 Yearly Fee Forgiveness**
- D. **Free Benefits Plus**
- E. **Free Checks**

## ARTICLE 17 – VACATION PAY FOR FULL TIME EMPLOYEES

Section 1: Vacation and/or pay shall be granted under the following provisions:

- A. An employee shall be entitled to a percentage of full vacation pay allowance based on the number of pay periods worked in their vacation pay allowance eligibility year, in accordance with the schedule in Section 1 (B) below (the eligibility year shall mean the employee’s full time anniversary date of hire to the next full time anniversary date).

One Year Employment	38	(5 days)
Two Years	76	(10 days)
Three to Four Years	91.2	(12 days)
Five to ten Years	114	(15 days)
<b>Eleven to Fourteen years</b>	<b>121.6</b>	<b>(16 days)</b>
Fifteen to Nineteen Years	<b>136.8</b>	<b>(18 days)</b>
Twenty to Twenty Five Years	<b>159.6</b>	<b>(21 days)</b>
<b>Twenty Six Years and Over</b>	<b>167.2</b>	<b>(22 days)</b>

- B. An employee shall be entitled to a percentage of full vacation pay allowance based on the number of pay periods they work in their vacation pay allowance eligibility year, in accordance with the following:

PAY PERIODS WORKED	PERCENTAGE OF FULL VACATION PAY
39	100%
38	96
37	92
36	88
35	84
34	80
33	76
32	73
31	69
30	65
29	61
28	57
27	53
26	50

- C. The above vacation and/or pay shall be granted at the regular rate of pay of their permanent job classification at the time of payment or the highest rate permanently classified within a sixty (60) day period prior to their vacation eligibility date. An employee may elect to receive their vacation pay on their seniority date or at the time they take their vacation. Employees will be paid their vacation pay within the year the vacation is earned.

- D. Vacations may be granted upon one week's notice to the Employer.

1. Seniority shall be the governing factor for preference on dates for vacation by the employee, provided they apply before February 15<sup>th</sup>. The allotted number of employees allowed vacation time per department will be as follows:

Accounting	1 employee
<b>Contact Center</b>	<b>2 employees</b>
Collections	1 employee
<b>Compliance</b>	<b>1 employee</b>
Information Technology	1 employee
Loan	2 employees
Marketing	1 employee
Member Service	1 employee
Mortgages (for vacation purposes only)	1 employee
Member Service Support	2 employees
Teller	2 employees, except the last full week of each month or any full week that consists of the 1 <sup>st</sup> or the 3 <sup>rd</sup> of each month. During these periods one (1) employee will be approved.
Branch Office Staff	1 employee

2. Discretionary Vacation: Should more than the allotted number of full time employee's request vacation than can be approved at the Employer's discretion, the employee(s) shall be granted the time off in seniority order, provided they apply before February 15<sup>th</sup>.
  - a. Discretionary vacation is subject to a waiting period, which ends 30 days prior to the requested vacation date. The request must be resubmitted at the end of the waiting period.
3. The employee should schedule their full vacation annually, prior to February 15<sup>th</sup> to exercise seniority rights. Only vacations scheduled prior to February 15<sup>th</sup> will qualify for seniority preference.
4. Employees requesting vacation time off between January 1<sup>st</sup>, and March 1<sup>st</sup>, and those who file for vacation, after the deadline of the posting date of March 1<sup>st</sup> shall be granted on a first come basis.
5. **The vacation bidding for the following calendar year is from Dec. 15<sup>th</sup> – February 15<sup>th</sup>. Bidding will start with the highest seniority team member in each department, as outlined above in Article 17, Section 1. The time allotted for each employee in the department to hold the vacation bidding calendar is based upon the number of employees in the department compared to the number of days allotted for bidding (including weekend days, rounded down).**

$$\# \text{ Days each employee holds calendar} = \frac{\underline{\underline{62 \text{ days (Dec 15 – Feb 15)}}}}{\# \text{ Employees in Department}}$$

- E. Notice of layoff or discharge, except for misappropriation of funds, may not be given during the vacation period. However, the Employer shall not be required to recall an employee having higher seniority than the employee returning from vacation, during the period when the employee returning from vacation is given notice of the layoff or discharge.
- F. In the event of the death of an employee, payment of accrued vacation pay as provided shall be made to the legal heirs of their estate.

- G. It is required that each full time employee must take at least five (5) consecutive days off per seniority year, beginning their first full calendar year following date of hire. Consecutive days off may consist of PTO, Vacation, or Holiday.
- H. Should a holiday occur during the vacation period of an employee, the holiday shall not be counted as a vacation day.
- I. Employees will be notified by March 1<sup>st</sup> of their vacation time off. Once vacations are granted, they can only be changed by mutual agreement. Vacation times may be used in any week of the year.
- J. Once the vacation schedule has been made, one (1) weeks' notice has to be given of cancellation, or the employee will be forced to take the vacation days or be charged with them. Cancellations of a full week only will be posted.
- K. During the period between May 15<sup>th</sup> and September 15<sup>th</sup> and the week of **Thanksgiving**, Christmas and the week of New Year's, full vacation weeks will take preference over partial weeks. A partial week will be permitted as long as that week is not filled up with full week vacations.
- L. During the workweeks that include May 15<sup>th</sup> through September 15<sup>th</sup>, **Thanksgiving**, and Christmas through New Year's Day, cancellation of vacation can only be made with thirty (30) days prior notice, or the employee will be required to take the vacation. All canceled vacations must be re-posted for bid and use by other employees.



## ARTICLE 18 – INSURANCE

Section 1: The Employer shall pay a portion of the premium for health insurance comparable to the plans referenced below for full time employees and their dependents, through the end of the calendar year in which they turn 19 years of age unless legally disabled, subject to the limitations stated in Section 4. The Employer reserves the right to change insurance carriers as long as the benefit is comparable to the below referenced plans.

Base Plan:

BCN Plan Option 1 with \$15/\$50 prescription co-pay and \$25 office co-pay.

This plan includes a \$1,500/\$3,000 deductible and \$2,000/\$4,000 out of pocket maximum.

BCN Plan Option 2, with \$15/\$50 prescription co-pay and \$30 office co-pay.

This plan includes a \$250/\$500 deductible and \$1,250/\$2,500 out of pocket maximum.

BCN Plan Option 3, with \$15/\$50 prescription co-pay and \$30 office co-pay.

This plan includes \$0 deductible and \$6,350/\$12,700 out of pocket maximum.

The Credit Union agrees to pay the full cost of the “Base Plan” monthly premium for full time employee health care **subject to the cost outline in Section 6.**

Employees are responsible for the additional cost of each plan. Employee premium contributions will be deducted from the employee’s paycheck weekly on a pre-tax basis.

Section 2: The Employer shall pay the full premium for dental insurance, comparable to the current plan, for all full time employees, **their spouse**, and their dependents **for the duration as required by law**, subject to the limitations stated in Section 4.

Section 3: The Employer shall pay the full premium for vision care insurance, for all full time employees, **their spouse**, and their dependents **for the duration as required by law** subject to the limitations stated in Section 4.

Section 4: In the event an employee has any individual and/or dependent health, dental or vision coverage available through their spouse, then the employee must make a choice between staying with that program or coming under the credit union plan. No employee, spouse, or dependent shall have dual coverage under a credit union plan and another plan. If the employee elects the credit union's plan, the employee must provide a statement in writing to the credit union from the administrator of the spouse(s) plan stating that the employee (and, for family coverage, their spouse or dependents) has discontinued coverage. Should an employee, spouse or dependent be unable to remove themselves from coverage under another plan, they shall not be eligible for coverage under a credit union medical, dental or vision insurance plan.

Section 5: The Employer agrees to pay the full premium for sickness and accident insurance, to provide sixty percent (60%) of the weekly salary coverage for each full time employee. The Employer agrees to pay the full premium for long-term disability coverage for each full time employee. In addition, the Employer agrees to pay the full premium for a life insurance policy paying benefits of two times the employees’ salary upon their death.

Section 6: Employer and Union will develop a committee to review annual insurance increases to maintain good coverage within reasonable cost structures. Employer will sustain an increase of **9%**

**during the July 2020-June 2021 year of the insurance contract, which includes federal fees and taxes assessed as part of the Affordable Health Care Act. The employer will sustain an increase of 8% during the July 2021-June 2022 insurance contract, and an increase of 7% during the July 2022-June 2023 insurance contract, which includes federal fees and taxes assessed as part of the Affordable Health Care Act. In the event the plan cost is greater than the above mentioned percentages in any year, the employees will absorb the additional cost.**

Section 7:

- A. The Employer agrees to pay premiums on employees on sick leave for a period of six (6) months (current plus 5).
- B. The Employer agrees to pay premiums for employees on Infant Care Leave for a period of four (4) months.
- C. The Employer agrees to pay premiums on employees who are laid off for a period of two (2) months (current plus 1).
- D. The Employer agrees to pay premiums on employees on leave of absence for personal reasons through the last day worked prior to the leave.

## ARTICLE 19 – LEAVE OF ABSENCE

### General Leaves of Absences

Section 1: A leave of absence may be granted for personal reasons for a period not to exceed ninety (90) days upon application of the employee to the Employer. Seniority shall accumulate during such leave. No employee shall be entitled to more than one such leave in any one year.

### Educational Leaves of Absences

Section 2: Educational leave may be granted for one year provided an employee is taking a full class schedule. Seniority shall not accumulate during the leave.

### Sick Leaves of Absence

Section 3: Any full time employee who is known to be ill or disabled, supported by satisfactory doctor certification will be granted sick leave for the duration of the illness or disability. Seniority of such employee shall accumulate during sick leave and shall be broken figured from the date the sick leave started, and continue until the earliest date provided in either Article 6, Section 3 (F) or Article 6, Section 3 (G).

- A. No sick leave shall begin prior to the date that the employee visits a doctor to treat the illness/injury that effectuates the leave.
- B. Employees absent from work due to illness or injury for five business days or less will not be considered on a sick leave of absence, and will be charged with time off. The employee may choose to use previously rolled over PTO days (**Carry Over**), **current PTO days, or Vacation days to satisfy the elimination period.**
- C. The elimination period will consist of a 7 calendar day waiting period for any reason, subject to the insurance carrier plan document.
- D. In the event an employee received sickness and/or disability insurance for which the Employer has paid the premiums, or contributed thereto, time so compensated shall not be considered as personal time off (PTO), nor shall such time be otherwise compensated by the Employer.
- E. Employees returning to work from an extended sick leave of one year or more shall be given work, if available, in line with seniority they are capable of doing, taking into consideration the state of their health and job requirements.
- F. In compensable injury and/or legal occupational disease cases, sick leave shall be granted automatically and seniority shall accumulate for the full period of legal temporary disability.
- G. The disability insurance carrier has the ultimate authority to determine the eligibility of a sick leave as it is defined by the insurance carrier plan document.
- H. **The employer reserves the right to send an employee that is on a disability/leave of absence to an IME (Independent Medical Exam) of the employer's choice for a second opinion. The employer also reserves the right to conduct at-home visits during the time of disability/leave of absence, as well as hire a private investigator at the employer's expense.**

## Full Time - Personal Time Off (PTO)

Section 4: Employees on the seniority list shall earn up to 91.2 hours personal time off (PTO) in one calendar year. The 91.2 hours personal time off (PTO) will be made available to the employee at the start of each calendar year and will automatically be used to compensate employees during periods of preauthorized absence of **1/100<sup>th</sup>** of an hour and greater. Such absences will include personal time, injury and illness, the elimination period under the short-term disability insurance policy and workers compensation claims. Only **9** of these days (**68.4** hours) are allowed to be used as call-in (unscheduled) days.

- A. Employees must work ten (10) days a month to earn 7.6 hours personal time off (PTO). Vacation days are considered days worked for the purpose of earning PTO.
  - 1. The Employer must be reimbursed if an employee fails to earn all PTO hours for which payment has been made.
- B. PTO accounting will be in **1/100<sup>th</sup>** hour increments.
- C. PTO must be used to compensate an employee for the unpaid portion of a sick leave of absence.
- D. Employees will be eligible to carry over a maximum of 38 PTO hours in increments of 7.6 hours. Decision on carry over must be communicated to the Human Resource Department no later than November 15<sup>th</sup>. The carry over PTO may only be used in future years to compensate an employee for the elimination period of a sick leave, an outpatient surgery of 5 days or less, or any full day physician granted leave of absence. Carry over PTO must be used in 7.6 hour increments.
  - 1. Prior carry over PTO days may be paid by the 7<sup>th</sup> working day in December at the request of the employee. Such request must be made to the Human Resource Department no later than November 15<sup>th</sup> for the current year payout.
- E. Employees who have not used all such PTO hours will be paid for the unused hours at their regular rate of pay. Unused hours will be paid by the 7<sup>th</sup> working day of December.
- F. Employees may make-up up to **two (2) hours** of preauthorized absences per work week, at the option of the Employer. Such absences may be made up before or after the employees regularly scheduled work day or during lunch or break times, at the mutual agreement of the employee and the Employer.
- G. Employees tardy at the beginning of the shift or returning from lunch, will automatically receive an unexcused tardy regardless of the reason and will not receive PTO payment for the first 30 minutes or less or be allowed to make up time. Employees will receive an unexcused tardy if they are more than 30 minutes late, however, beyond the 30 minutes, they will be compensated with PTO. They will not be allowed to make up any time that is not pre-approved a full business day in advance.
- H. One (1) weeks' notice shall be given to the Employer, whenever possible, of the personal time off request, and is subject to the Employer's approval.
- I. Personal time off (PTO) cannot supersede vacation schedules. Once PTO has been approved, it can only be changed or canceled upon mutual agreement.
- J. If an employee quits, they shall not earn personal time off (PTO) for the month they quit.

## Leave of Absence for Union Activity

### Section 5:

- A. An employee elected to a permanent office in, or as a delegate to any labor activity necessitating a leave of absence shall be granted such leave, for up to one (1) year, when requested by OPEIU Local 393 in writing.
- B. One of the following will be excused from work at one time with as much advance notice as possible:
  - President of Local 393
  - Vice President of Local 393
  - Steward or Bargaining Committee member of Financial Plus CU Local 393
- C. The Union will be allowed to excuse no more than two (2) stewards and/or Bargaining Committee members in addition to the grievant and witnesses needed for an arbitration hearing, when the Employer is notified in writing at least three (3) days in advance by Local 393.
- D. In the event that bargaining unit employees take the leaves of absence specified in this section, the Employer shall have the right to schedule part time employees to work the hours of those absent, even if such hours cause the part time employees to exceed the 30.4 hour maximum weekly hour limit.

## Infant Care Leave

Section 6: All employees who become pregnant shall be entitled to an infant care leave. Seniority shall accumulate during such leave.

- A. The Employer must be notified as soon as practical of delivery or termination of pregnancy. The employee shall notify the Employer five (5) days prior to return to work. The employee will be returned to the same classification within the department with their accumulated seniority.
- B. An infant care leave will be granted upon request. The infant care leave must be contiguous to the disability leave and will not exceed four (4) months including the disability portion of the leave.

## Adoptive Care Leave

Section 7: All employees who legally adopt a child will be granted, upon request, an adoptive infant care leave contiguous with the adoption. Such leaves shall not exceed four (4) months. Seniority shall accumulate during such leave of absence. The Employer agrees to pay the premium on all insurance for all employees on such leave through the last day worked prior to the leave. An employee requesting an adoptive care leave must use all accrued vacation time during the leave, and said leave shall otherwise be unpaid.

## General Leave Provisions

Section 8: All of the above leaves of absence are granted, subject to the following conditions:

- A. All leaves must be granted in writing, by the Employer, with one copy to be given to the Employer, one to the Steward and one to the employee involved.
- B. Any employee on leave may return to work in line with their seniority upon expiration date of the leave or before provided not less than five (5) working days' notice is given to the Employer.
- C. In no case shall a leave of absence be held valid if an employee accepts work from another Employer during the leave, unless mutually agreed upon between the Employer and the employee before such leave starts.
- D. Any full time employee who has been granted a leave of absence less than one (1) year shall be returned to their classification within the department at the current rate of pay on return to work. Any employee who performed the job of an employee on leave shall be returned to their previous job, etc.
- E. Any employee that elects not to return from a leave of absence must provide a minimum of two (2) weeks notification to qualify for any portion of accrued vacation and PTO payment.

## ARTICLE 20 – GENERAL PROVISIONS

Section 1: Salary personnel may perform job functions or work customarily performed by members of the bargaining unit whenever, in the discretion of the Employer, such work is necessary for the prompt and efficient servicing of members. The foregoing shall only apply, however, where the Employer acts in good faith and on the basis of legitimate business needs. Regular full time and part time employees shall not be laid off as a result. The Employer shall not take existing regular full time positions, which have customarily been occupied by bargaining unit members and unilaterally designate them as salaried positions.

Section 2: In the event of an administration change in offices of the Employer, the status of all employees shall be governed by this Agreement.

Section 3: This Agreement shall include any employee on any of the leave of absences provided herein as of this date.

Section 4: Upon death of an employee, vacation and accrued PTO will be paid to the designated party.

Section 5: An employee who resigns will not be entitled to any portion of accrued vacation or PTO payment unless a two (2) week notification period has been provided to the Employer.

Section 6: Employees shall keep the business of the credit union and its members strictly confidential. Failing to do so is cause for immediate discharge.

Section 7: Employees shall not engage directly or indirectly in any political activities relative to election of officers of this credit union.

Section 8: Employees shall notify the Employer when they are absent except in case of extreme emergency.

- A. Any apparent abuse of sick leave by an employee shall be grounds for the Employer to require an additional doctor's certification or other valid proof of illness. This will be a doctor chosen by the credit union, at the expense of the credit union.

Section 9: The Employer has the right to test employees, based on reasonable suspicion for illegal drug or alcohol use.

Section 10: The union and Employer agree that both desire uninterrupted credit union operations. During the life of this Agreement, the union shall not authorize, sanction, encourage, ratify, acquiesce in, condone or permit any of its members to take part in, nor shall any member of the union take part in, any strike, slow down or any other interference of operations of the Employer. The union, its officers, agents and representatives, and each of them, agree to exercise whatever steps are necessary and proper to end such improper activity. Nor shall the Employer engage in any lock out of unit employees.

Section 11: If an hourly rated employee elects to accept a salary position, that employee may return to their previous seniority group within thirty (30) working days with no loss of seniority and benefits.

- A. If a salary employee chooses to stay in a salary position and is employed as such, past the thirty (30) working days, they will freeze their hourly seniority.
- B. At the sole discretion of the Employer, a salary seniority employee may be allowed to return to an hourly rated position, after being employed in a salary position, past the thirty (30) working days stated. If granted, they will return to their previous seniority group, and will take the place of the lowest seniority employee, and frozen seniority will resume.

Section 12: The Employer agrees to provide reasonable working conditions for the employee. It will be the policy to maintain a high standard of sanitary, lighting and healthful working conditions.

Section 13: It shall be the duty of the employee to keep the Employer notified of their proper address and telephone number at all times.



## SCHEDULE A – WAGE SCHEDULE

A. FULL TIME EMPLOYEES HIRED OR TRANSFERRED TO FULL TIME STATUS BEFORE November 21, 2007.

EFFECTIVE DATE		<u>6/1/2020</u>	<u>5/3/2021</u>	<u>5/2/2022</u>
Full Time Base Hourly Rate:		\$25.13	\$25.13	\$25.13
Accounting Representative	base rate plus:	\$1.71	\$1.71	\$1.71
Loan Officer	base rate plus:	\$0.30	\$0.30	\$0.30
Financial Service Representative	base rate plus:	\$0.30	\$0.30	\$0.30
Omni Agent (Contact Center)	base rate plus:	\$0.30	\$0.30	\$0.30

B. PART TIME EMPLOYEES:

EFFECTIVE DATE		<u>6/1/2020</u>	<u>5/3/2021</u>	<u>5/2/2022</u>
Hiring hourly base rate		\$13.00	\$13.39	\$13.79
After 6 months		\$13.39	\$13.79	\$14.21
After 12 months		\$13.98	\$14.40	\$14.83
After 18 months		\$14.82	\$15.27	\$15.72
After 24 months		\$15.67	\$16.14	\$16.62
After 36 months		\$16.79	\$17.29	\$17.29
After 48 months		\$17.00	\$17.29	\$17.29

C. FULL TIME EMPLOYEES HIRED OR TRANSFERRED TO FULL TIME STATUS AFTER November 21, 2007:

EFFECTIVE DATE		<u>6/1/2020</u>	<u>5/3/2021</u>	<u>5/2/2022</u>
Full Time Base Hourly Rate:		\$22.86	\$22.86	\$22.86
Accounting Representative	base rate plus:	\$3.98	\$3.98	\$3.98
Information Systems Specialist	base rate plus:	\$2.00	\$2.00	\$2.00
Loan Officer	base rate plus:	\$2.00	\$2.00	\$2.00
Financial Service Representative	base rate plus:	\$0.30	\$0.30	\$0.30
Omni Agent (Contact Center)	base rate plus:	\$0.30	\$0.30	\$0.30

D-1. FULL TIME TELLER CLASSIFICATION (ACQUIRED AMALGAMATED TELLERS ONLY)

EFFECTIVE DATE		<u>6/1/2020</u>	<u>5/3/2021</u>	<u>5/2/2022</u>
Full Time Teller Base Hourly Rate:		\$22.19	\$22.19	\$22.19

D-2. FULL TIME TELLER CLASSIFICATION

EFFECTIVE DATE		<u>6/1/2020</u>	<u>5/3/2021</u>	<u>5/2/2022</u>
Full Time Teller Base Hourly Rate:		\$17.50	\$18.03	\$18.57

## APPENDIX A – ROA

ROA	Bonus (% of salary)	Total Salary Impact	Net Income	%
0.20%	0%	\$0.00	\$1,250,000	0.00%
0.40%	2%	\$90,460.03	\$2,500,000	3.62%
0.60%	3%	\$135,690.05	\$3,750,000	3.62%
0.80%	4%	\$180,920.06	\$5,000,000	3.62%
1.00%	5%	\$226,150.08	\$6,250,000	3.62%
<b>2021 Asset Assumption</b>				
\$625,000,000				
<b>2022 Asset Assumption</b>				
\$675,000,000				
<b>Automatic Yearly Bonus</b>				
\$500				

**ARTICLE 21 – TERMINATION CLAUSE**

Section 1: This Agreement shall be in full force and effect from **June 1, 2020** to and including **May 31, 2023** and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, modify, or make changes in said Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2: In the event of a failure by either party to give the notice set forth in Section 1 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the sixty-first (61<sup>st</sup>) day following such notice.

**FINANCIAL PLUS  
CREDIT UNION**

**OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION**

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