



# AGREEMENT

Between

LAFCU

and

Office of Professional Employees International Union,

AFL-CIO, Local 459

December, 2021 – December, 2025

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## AGREEMENT

AGREEMENT, made by and between LAFCU, hereinafter referred to as "Employer" and Office and Professional Employees International Union, AFL-CIO, Local 459, its successors and assigns, a local union of the Office and Professional Employees International Union, AFL-CIO, hereinafter referred to as "Union".

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a fair wage and fair and reasonable conditions of employment and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted operation of the office involved. NOW, THEREFORE, it is mutually agreed to as follows:

## ARTICLE I - RECOGNITION

Section 1. The Employer agrees to recognize the Union as the sole bargaining agent, as certified in N.L.R.B. Case No. 7-RC-7795, issued December 29, 1966, for all office and clerical employees under those classifications listed in Article XIV or as may hereafter be agreed, but excluding maintenance employees, non-probationary temporary employees, professional employees, Human Resources administrative personnel, confidential secretaries, and guards and supervisors, as defined in the Act. Supervisory employees are defined, for purposes of this Agreement, as those employees with authority to hire, transfer, suspend, lay off, recall, promote, discharge or discipline other employees, or to effectively recommend such action.

## ARTICLE II - UNION SECURITY

Section 1. All employees covered by this Agreement may become and remain members of the Union upon completion of their probationary period or signing of this Agreement, whichever is later, by tendering their periodic Union dues. This section shall be enforced consistent with Federal and State Law, as amended or interpreted by Federal Court of final jurisdiction from time to time.

Section 2. Upon proper written authorization from an employee, the Employer shall deduct from the first pay due the employee in each month, periodic Union dues and assessments uniformly required and due at the same time as periodic Union dues and as certified by the Union Secretary Treasurer within ten (10) days after the deduction.

Section 3. Union employees may use the Office and, Professional Employees International Union, Local 459, AFL-CIO bug on all work done by them, except in checks, receipts and intra-office communications. (i.e. ka/opeiu459aflcio)

Section 4. The Union agrees to furnish the Employer in writing with the name of any employee who has lost **their** membership in good standing **with** the Union.

Section 5. The Union agrees to indemnify and save the Employer harmless from any and all liability arising out of the foregoing provisions regarding membership discharge via Section 4 and dues deduction.

Section 6. The Employer agrees to allow the Union Steward and newly-hired employee adequate time away from their regular work with pay for the Union's Steward orientation of a newly-hired employee to the Union. The steward shall be given notice any time an employee completes **their** probationary period. This orientation shall take place jointly with the **Chief Human Resources Officer** or designee within a reasonable period of time upon completion of the new employee's probationary period, but not to exceed 15 working days from the end of the employee's probationary period.

Section 7. The Employer agrees to deduct voluntary contributions, at the request of the employee, for "VOTE", the political arm of OPEIU.

## ARTICLE III-MANAGEMENT'S RIGHTS AND DUTIES

Section 1. The right to hire, fire, lay off, promote, demote, transfer, discipline, up to and including discharge for cause, maintain discipline and maintain efficiency of employees is the sole responsibility of the Employer, provided that the Employer shall not exercise these rights in violation of the provisions of this Agreement. In addition, the Credit Union has the sole and exclusive right and duty to manage the business, direct the working forces, determine the location of the offices, the method, processes and means of doing the work and schedule work, work hours and production. The listing of specific rights, responsibilities and authority in this Agreement is not intended to be nor shall be restrictive of or waiver of any of the rights of management not listed or specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

## ARTICLE IV - HOURS OF WORK

Section 1. The normal work week for full-time employees shall consist of forty (40) hours, and generally, the normal work days shall be Monday through Saturday. Management shall have the sole discretion in setting work-week and work day hours for all employees except as modified below. Full-time employees **who** work Saturdays shall be paid at time and a half. On the basis of calendar quarters, management in each department or location will post two weeks in advance, the work week schedule as determined by management for the following quarter, which may include reduced work hours and/or Saturdays. Full-time employees will then have the option of promptly selecting a preferred schedule, based on seniority, subject to management's final approval. In no case shall a full-time employee be mandated to work a reduced work schedule of less than forty (40) hours. Full-time employees may, if mutually agreed with Management, work a shorter work week; however, in no case shall the work week be less than 35.5 hours.

Part-time employees shall be employees who are hired on a regular basis to work less than the normal work-week, except during their probationary period. Part-time employees will be scheduled to work between sixteen (16) hours per week and no more than thirty-two (32) hours per week.

All full-time employees scheduled to work Saturday as part of the 40 hours work-week will generally work no less than three and one-half (3.5) hours on each Saturday. Additionally, management may allow full-time employees, scheduled to work four (4) nine-hour days, Monday through Friday, and three and one-half (3.5) hours on Saturday, to work four (4) eight-hour days, Monday through Friday, and three and one-half (3.5) hours on Saturday, and four and one-half (4.5) hours on an otherwise employee scheduled day off.

Full-time employees not scheduled to work on Saturday may opt to work on a Saturday, under the following conditions:

The employee requests in advance reduced hours of work during the calendar week in which the Saturday falls.

The Saturday hours are available.

The Saturday hours do not involuntarily reduce the scheduled hours of any part-time employee.

The request is approved by Management.

Section 2. Special Events: Work schedules may be changed by Management to staff special events. Saturday hours for special events will be paid at time and one half, provided the employee has worked in excess of 40 hours, or if the Saturday hours are the sixth work day for the employee that week. Special Events are defined as those events that include hours outside of normal business hours. It is the Employer's intent to have up to four (4) special events, but typically no more than six (6) special events. Each special event will not exceed one week. Management shall attempt to provide a minimum of two weeks' notice of any change in the work schedule and shall give a minimum of one (1) weeks' notice. Hours for special events will be offered organization wide to all employees who are qualified to do the job without additional training. Qualifications for special events, such as trade shows, may include demonstrated cross-sales ability. If more than one employee volunteers, the highest seniority

employees qualified to perform the work will be allowed to work. If no one volunteers, the low seniority employee qualified to perform the work will be required to work the hours.

Section 3. Time and one-half shall be paid for all hours worked in excess of a normal work-week or normal work-day. During Special Events, full-time employees who work in excess of the normal work-day or part-time employees who work in excess of eight (8) hours shall not receive time and **one half** unless otherwise entitled under Section 2 of this Article. Part-time employees shall be paid according to Article XIV - Wages, however, time and one-half shall be paid for hours worked in excess of eight (8) hours in any one day, but no double time or triple time shall be paid to a part-time employee who, for the week involved has worked less than forty (40) hours.

Section 4. Double time shall be paid for all work done on Sundays.

Section 5. Double time shall be paid for all work done on holidays in addition to that pay received for holidays, as provided hereinafter.

Section 6. All overtime work scheduled by the Employer shall be distributed in order of seniority and lowest overtime hours among applicable employees capable of performing the work without additional training. An account of accumulated hours shall be provided upon request. When there is overtime offered, the Employer will post the most recent accounting of overtime hours. Such hours shall be zeroed on the last pay period of the calendar year. An employee who performs the work during regular hours is automatically considered capable of performing the work for overtime hours. Employees shall be notified no later than two (2) hours prior to the end of the shift, if overtime is to be scheduled. In order to limit travel, overtime of less than two (2) hours may be offered to departmental employees at the location where the overtime will be worked. If no one accepts the overtime assignment, the least senior employee who is capable of performing the work without additional training will have to accept the overtime assignment. In such instances, the employer will inform the least senior employee within twenty-four (24) hours of the posted deadline, when feasible.

Employees who volunteer to work overtime hours will be expected to work those hours. If the employee does not work the overtime hours for which they volunteered, the hours will be added to the accounting as posted.

Section 7. Employees who are scheduled to work less than 40 hours may volunteer for additional hours, when offered. Offers of additional hours of one week or less may be made, first, to available departmental/branch employees. An employee who performs the work during regular hours is automatically considered capable of performing the work for additional non-overtime hours. In the event employees are needed to work additional hours and no one volunteers, the least senior part-time employees who are not scheduled to work and, who are capable of performing the work will have to accept the additional hours. When an employee is forced to work additional hours, the employer shall give the employee twenty-four (24) hours advance notice, when feasible. If the employee has a pre-scheduled medical appointment, the Employer may force the next low seniority employee capable of performing the work to accept the additional hours. Employees will be required to provide documentation of the appointment. An account of accumulated hours shall be provided upon request. Such hours will be zeroed on the last full pay period of the calendar year.



Employees who volunteer to work extra hours will be expected to work those hours. If the employee does not work the extra hours for which they volunteered, they will be charged Paid Absence Entitlement unless a qualified substitute approved by Management is found by the employee.

Section 8. Breaks and Lunches

| <b>Scheduled Shift</b>  | <b>8-Hour Employees</b>  | <b>9-Hour Employees</b>  | <b>Part-Time Employees</b>   |
|---|--|--|--|
| <b>Less than 4 hours</b>  | No Break   | No Break   | No Break   |
| <b>4 but less than 6 hours</b>                                  | One (1) 15-Minute Paid Break   | One (1) 15-Minute Paid Break   | One (1) 15-Minute Paid Break   |
| <b>6 but less than 8 hours</b>                                  | Two (2) 15-Minute Paid Breaks  | N/A  | Two (2) 15-Minute Paid Breaks  |
| <b>An employee scheduled a full day<br/>Ex: 8:30am – 5:30pm</b> | One (1) Morning 15-Minute Paid Break, One (1) 60-Minute Unpaid Lunch, One (1) 15-Minute Afternoon Paid Break | Three (3) 15-Minute Paid Breaks, can be combined for 45 Minutes with preapproval | One (1) Morning 15-Minute Paid Break, One (1) 60-Minute Unpaid Lunch, One (1) 15-Minute Afternoon Paid Break |

Each employee shall be allowed one (1) hour lunch daily, but may be allowed a ½ hour lunch, which shall be on the employee's own time. In lieu of a lunch hour, all employees scheduled to work nine (9) hours as a normal work day may choose three (3) fifteen minute breaks during the day, in lieu of a lunch hour; and, such breaks may be combined and scheduled with pre-approval from the manager. There will be no assignments of lunch to begin earlier than two (2) hours and fifteen (15) minutes from starting time or four (4) hours and fifteen (15) minutes after starting time unless otherwise mutually agreed to by the employee involved and **their** respective manager. When an employee is required to work through **their** lunch, **they** shall be granted pay at a time and one-half rate provided **they have** worked their scheduled work day. In no event shall an employee's lunch period be for less than one-half hour. Each employee shall receive a fifteen (15) minute **break** in the morning and a fifteen (15) minute **break** in the afternoon away from **their** work-station which shall be considered time worked. Employees scheduled to work less than four (4) hours will not be entitled to any **break** that day. Employees scheduled to work four (4), but less than six (6) hours are entitled to one fifteen-minute **break**. Employees scheduled to work six (6) to eight (8) hours are entitled to two fifteen-minute **breaks**. Employees scheduled to work nine (9) hours or more are entitled to three fifteen-minute **breaks**. **Breaks** shall be scheduled by employee's respective manager. No assignment of the morning **break** shall begin earlier than forty-five (45) minutes from starting time and/or no assignment of the afternoon **break** shall begin later than six (6) hours and forty-five (45) minutes after starting time unless otherwise mutually agreed to by the employee involved and **their** respective manager. An employee disciplined for abusing **breaks** may, in the sole discretion of the Employer, be required to punch out and in for **breaks** for thirty (30) working days. Employees may be required to work through their **break** providing **their** department is not fully staffed with regularly scheduled employees of that department. Time and one-half shall be paid for the breaks worked, provided the employee worked their scheduled work- day.

[Section 9.](#) Call-in pay shall be no less than four (4) hours for regular full-time employees. Call-in pay for part-time employees will be their scheduled work-day up to 4 hours, or 4 hours, if called in on a nonscheduled work-day. High senior employees assigned to that location who are available will be contacted first. Call-in pay for Saturday for both full and part-time employees shall not exceed the maximum number of hours scheduled.

[Section 10.](#) Overtime pay shall be calculated in **one-minute** increments.

[Section 11.](#) No part-time employee will be required to work more than 32 hours per week on a regular basis which exceeds 13-weeks within a period of twelve (12) months, unless replacing an employee on an approved leave of absence.

[Section 12.](#) If the Employer closes a work site due to acts of God, mechanical failure, or other unforeseen circumstances, the Employer reserves the right to reassign those affected employees to work at a different location where practical. Selection of employees to be reassigned will be based on seniority and by capability to do the job. For those employees not reassigned, the Employer, for purposes of this section only, will provide an additional bank of 16 hours of pay or up to 18 hours of pay based on the employee's regular work schedule per employee per calendar year. These hours may be used solely for this section.

[Section 13.](#) Employees at each location or department shall be allowed to submit shift preferences to the Employer within their job classification, and such shift preferences shall be considered by the Employer at each location or department based on seniority and dependability. Employees will be deemed undependable if they are at the second step of discipline or higher under Staff Rule #1 and shift preference requests may be denied.

[Section 14.](#) All schedules shall be posted quarterly. If it is necessary to adjust a schedule that affects an employee's scheduled day off during the quarter, the employer will seek volunteers for the adjusted schedule.

## ARTICLE V - HOLIDAYS

Section 1. New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, the employee's birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day shall be paid holidays in straight time if not worked, provided the employee shall have worked on the last scheduled day prior to and the first scheduled work day after such holiday unless excused by the employer. Employees who call in the day before or after a holiday will not receive holiday pay unless a doctor's note or other acceptable documentation is provided excusing the date(s) missed.

Section 2. If the holiday falls on a Saturday, it shall be paid for as an eight (8) hour day for regular full-time employees. If a holiday falls on a Sunday, it shall be observed on the following Monday. If, however, the following Monday is a holiday, then the employees shall be paid eight (8) hours of holiday pay for Sunday and eight (8) hours of holiday pay for Monday and report for work on Tuesday. If the employee's birthday falls on a contractually recognized holiday, the employee shall receive an additional eight (8) hours paid absence. If an employee's birthday falls on a Saturday, they may elect to have the previous scheduled workday off as a holiday. Regular full-time employees who are scheduled to work in excess of eight (8) hours on any holiday shall be paid for the hours scheduled.

Section 3. With the exception of an employee's birthday, any work performed on a holiday shall be paid for at double time in addition to idle holiday pay.

Section 4. Part-time employees shall receive five (5) hours pay or their regularly scheduled hours for that day, whichever is greater, for those holidays specified in Section 1. If the part-time employee's birthday falls on another contractually recognized holiday, the employee will receive an additional five (5) hours of pay, or their regularly scheduled hours for that day, whichever is greater.

Section 5. An employee may request to substitute their actual birthday for any alternate day during their birthday month, which requests shall not be unreasonably denied.

Section 6. Employees on an approved leave of absence are not eligible for holiday pay.

## ARTICLE VI - SENIORITY

Section 1. Seniority shall mean length of continuous service with the Employer within the bargaining unit and shall be cumulative on a Credit Union wide basis. All employees covered by this Agreement shall be placed on one seniority list including classifications and it must be kept up to date with changes and made available to employees. All employees must work nine hundred twenty-four (924) hours within a seniority year to earn and be credited with a recognized year's seniority except as otherwise provided in this Agreement. Hours worked shall include hours for which the employee is paid by the Employer and are defined as such for this section only, unless specifically stated otherwise. The Employer shall post the seniority list each quarter.

Section 2. Probationary period for all new employees will be seventy-five (75) calendar days, unless extended. All benefits of this Agreement shall begin on the seventy-sixth (76th) day. Probationary periods may be extended by the Employer for up to thirty (30) calendar days for all employees upon written notice to the employee and the Union. **The probationary period may be extended for up to an additional sixty (60) days upon mutual agreement between the Employer and the Union.**

Section 3. Tie Breaker: In the event two (2) or more employees have the same date of hire, an employee's social security number shall be used as the tie-breaker. The last four (4) digits of an employee's social security number shall be added up with preference given to the highest resulting number. **If required to reach a discrete tie breaker, the last five (5) digits may be used, increasing the number of digits until the tie is broken.** In the event of a merger, tie-breakers for retained employees will be the original date of hire with the merged Credit Union.

Section 4. An employee shall lose all seniority and employment rights for any one or more of the following reasons:

- A. Voluntary resignation.
- B. Discharge for cause subject to Article XI, Grievance Machinery and Arbitration.
- C. Failure to return to work within three (3) working days after being recalled from layoff by certified mail, return receipt requested
- D. Failure to qualify for surety bond with company designated by Employer or cancellation of that bond by the surety company.
- E. Absence without notice for three (3) consecutive workdays without reason.
- F. The employee is laid off for a continuous period equal to **their** seniority or twenty-four (24) months, whichever is shorter.
- G. Failure to return to work within three (3) working days after expiration of any leave of absence.
- H. The employee is on leave of absence for a continuous period equal to **their** seniority, or twenty-four (24) months, whichever is shorter (except designated workers' compensation injuries). Employees shall only be considered on an illness leave of absence when they are not receiving any wages from the -Employer. These employees may have their seniority extended by mutual agreement between the Union and the Employer. In the event an employee is on an illness leave of absence for a period of time long enough to lose their seniority under this article, **they** shall be given preference for hiring in the event **they** subsequently become able to return to work.

- I. If the Employer, within one (1) year of hire finds that the employee misrepresented the application and/or resume' during the hiring process.

Section 5. In the event an employee is promoted or transferred out of the Bargaining Unit, all accumulated bargaining unit seniority shall be forfeited. Should the employee voluntarily return to the Bargaining Unit, **they** will begin to accrue bargaining unit seniority on the effective date **they are** returned to the bargaining unit.

Section 6. Bargaining Unit seniority shall be based on hire date for all employees, except as otherwise provided in Sections 1 and/or 5 above.

Section 7. The number of part-time employees in the bargaining unit shall not exceed 40% of the bargaining unit. This number may be increased for business reasons upon notification by Management to the Union, but for no longer than twelve (12) consecutive weeks, unless mutually agreed. The Union reserves the right to grieve.

## ARTICLE VII - NEW POSITIONS/VACANCIES/TRANSFERS/TRADES

Section 1. New Positions and Vacancies: The Employer will post at all locations new and/or vacant bargaining unit positions that occur due to vacancies, transfers, or expansion of the bargaining unit for five (5) working days, provided the Employer decides to fill such positions. Postings will be open to all bargaining unit employees first, then to external or non-bargaining unit candidates. Posting of bargaining unit job openings required herein shall include job title, location, classification, job duties, full or part-time status and necessary minimum qualifications required for the job. Such job openings shall not be filled prior to such posting.

**In the event no bargaining unit applicant for any posted position covered by this Agreement meets the minimum qualifications for that position, Management may hire from outside the bargaining unit.**

In the event the Employer posts for a new position and there are no qualified internal applicants, the employer, in its sole discretion may select the least senior employee qualified for the new position to fill the position.

Employees on a leave of absence under Article X, or a paid absence under Article IX, may notify Human Resources, in writing, of their interest in a position. If an opening for that position is posted, the written notice shall serve as the employee's application. Employees on a Leave of Absence or Paid Absence for more than fifteen (15) working days past the end of the posting period shall forfeit their right to be considered for the position.

Section 2. Position Transfers: Permanent position transfers are defined as moving from one department or location to another in the same or lower classification. The Employer agrees to post position transfers in accordance with Section 1. In the event that two or more bargaining unit employee applicants meet the minimum qualifications, as determined by Management and posted for any bargaining unit position (hereafter, the minimum qualifications), the employee with the greatest seniority shall be transferred. In the event there are no qualified applicants for the posted transfer, the Employer may transfer the lowest senior qualified employee currently in the posted classification. In cases of involuntary transfers to another department/location, the affected employee, within twelve (12) months from the date of transfer, shall have first priority to return to **their** former position if a vacancy occurs. The rate of pay for a transfer to a lower classification will be based on the position within the lower classification, commensurate with the employee's seniority.

Section 3. It is the Employer's intention to promote or transfer from within the bargaining unit under Section 1 above, provided that one or more of the present employees meets the minimum qualifications as posted and required by the Employer. Employees who have worked independently at least thirty (30) days in the position within the six (6) month period immediately preceding the posting, shall be deemed qualified for the position. All employee applicants submitting written applications will be interviewed, provided the employee has not been interviewed for the same position in the last six (6) months. In the event that applicants include employees on Leave of Absence or Paid Absence, the applicant on leave or PA may opt for a telephone interview within fifteen (15) working days from the end of the posting period. In the event that two or more employees have the necessary minimum qualifications as posted and required by the Employer, the employee with the greatest seniority shall be promoted or transferred. Employees receiving discipline more severe than a verbal warning during the previous six

(6) months shall not be eligible for promotion or transfer regardless of seniority or qualifications. Only employees bidding for promotion or transfer shall have the right to grieve not being awarded a position. The Union may file a grievance on behalf of all bargaining unit members if it believes the Employer is in violation of Section 1 or 2 of this Article. The Employer shall make every effort to move employees to their new position within 30 days of being awarded the position.

Section 4. Promotion is hereby defined as a move from a lower classification to a higher paid job. It is Management's policy to consider present employees to fill such vacancies, if employees meet the minimum qualifications prior to hiring new employees.

Section 5. Trial Period Rate of Pay for Promotions: All employees who are promoted shall be placed on the higher rated job for a trial period of forty (40) working days. Employees shall receive an increase in pay after 20 working days of the trial period. In the event the promoted employee has worked in the higher paid position as a temporary transfer and has completed the requirements to earn the higher rate of pay in that position, the employee shall be compensated at the step of the higher-paid position at the time of promotion. Employees shall receive all applicable benefits after completion of twenty (20) working days of the trial period. Upon successful completion of the trial period, the employee shall be compensated at the step of the higher classification commensurate with the employee's seniority. In the event the employee does not successfully pass the trial period, such employee shall be given **their** former classification without any loss of seniority or pay. Nothing herein shall mitigate the Employer's right to hire more qualified employees from without the bargaining unit. In the event no bargaining unit applicant for any posted position covered by this Agreement meets the minimum qualifications for that position, Management may hire from outside the bargaining unit.

Section 6. Temporary Transfers: Temporary transfers are those that are between a minimum of two (2) days and a maximum of ninety (90) days in duration, unless the transfer is to replace a bargaining unit employee who is on a leave of absence. When there is a need for a temporary transfer of any duration, volunteers shall be sought. Where the temporary transfer exceeds ten (10) working days, it shall be posted in accordance with the procedures set forth in Section 1, above. The most senior employee available and who meets the minimum qualifications to perform the work without additional training, who volunteers for the work, shall be given the temporary transfer. In the event there are no qualified volunteers, the temporary transfers shall be assigned to the lowest senior **qualified** employee. In the event there are no available employees in the position, Management reserves the right to assign the low senior employee qualified to perform the work without additional training. Employees mandated to be temporarily transferred may be required to work in any department or location as determined by Management. Employees will suffer no decrease of pay when they are temporarily transferred to a lower classification.

Section 7. Rate of Pay for Temporary Transfers: Employees temporarily transferred to a higher classification shall be paid at the step of the higher classification commensurate with the employee's seniority following successful completion of training, i.e., ability to work on **their** own. Employees reassigned or temporarily transferred to a lower classification shall suffer no decrease in pay and shall be paid according to their position and classification prior to the temporary transfer.

Section 8. A bargaining unit employee who is awarded a bargaining unit position through the posting process may return to **their** previous position within ten (10) work- days with no loss of seniority or

benefits by giving the Employer written notice of the desire to return. In the event the Employer requires that the employee's former position be temporarily filled prior to the expiration of ten (10) work-days from transfer into the new position, the Employer may fill the position on a temporary basis in accordance with the provisions of Section 7, above. Between eleven (11) and twenty (20) work-days, the employee may return to **their** previous position providing the position still exists and has not been filled. After twenty (20) work- days, the employee can only return to **their** previous position through the posting process.

Section 9. Trades: All employees interested in transferring to another position or location within the same classification must notify the Human Resources Department in writing. Each quarter the Employer will post a list of positions available for trade. All employees within the classification are eligible to apply, regardless of their current location. Employees interested in trading will notify Human Resources. Trades will be exercised at Management's discretion. Selection will be made on the basis of minimum qualifications, seniority, job title and the employee's status as full- or part-time. The employee who originally put **their** position on the list has the option of withdrawing.

Section 10. The Employer **shall** send all bargaining unit employees **copies of all job postings** through electronic means.

Section 11. Job Description and Qualification: Upon ratification of this Agreement, the Employer shall provide the Union with the current job descriptions and minimum qualifications for each classification covered by this Agreement. When job descriptions are revised, the Employer shall provide the Union with a copy prior to posting. When substantive changes are made, the Employer shall provide the Union with a copy as soon as possible, but in no event less than five (5) days prior to posting.



## ARTICLE VIII - LAYOFF AND RECALL

Section 1. If a reduction of the office force is necessary, all layoffs and recalls shall be on the basis of seniority and the following procedure shall be adopted. Nothing herein, however, shall prevent an employee from volunteering for layoff out of the order of seniority. If more employees volunteer than there are available layoffs, the high senior employee(s) will be given the voluntary layoff, provided, in the sole and exclusive discretion of the Employer, it will not adversely impact Credit Union operations.

Section 2. Any employee about to be laid off shall receive two (2) weeks-notice except for employees volunteering for layoff. In the event of an act of God, mechanical failure, or other unforeseen circumstances which requires closing the Credit Union in excess of 16 hours, the two-weeks' notice may be waived. Notice of layoff shall be given in writing to the employee with a copy to the Union Steward and service representative of OPEIU.

Section 3. Following layoffs or recall and where the Employer finds it immediately necessary to transfer employees between departments and/or location, seniority shall be used, provided in the sole discretion of the Employer the employee is capable of performing the work in the new department or location.

Section 4. Any employee laid off shall be placed on the recall list for a period of time equal to **their** length of seniority or for two (2) years, whichever is less.

Section 5. An employee recalled and reinstated to the former position held shall receive **their** former rate of pay in addition to any wage increases which were applied to **their** job classification during the period **they were** on the recall list. When a recall from lay-off occurs, employees who have been displaced from their position, location, and/or department within the last year shall be returned to such position, location, and/or department in seniority order as openings occur.

Section 6. Any notice of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such laid off employee.

Section 7. Seniority employees shall not be required to accept temporary or part-time work to retain their seniority.

Section 8. The Employer agrees to establish and maintain Michigan Employment Security Commission coverage on all employees under the Agreement.

## ARTICLE IX - PAID ABSENCE ENTITLEMENT

Section 1. The following paid absence entitlement schedule shall be granted by Employer. Any paid absence entitlement not taken within the entitlement year shall be paid for by Employer on the employee's anniversary date in addition to employee's regular wage. An accounting of hours used by employees shall be kept. **PA shall be calculated in one (1) minute increments.**

- A. Paid Absence Entitlement for regular full-time Employees who have completed the probationary period shall be accrued, based on seniority, according to the following schedule:

| Seniority                        | Paid Absence Entitlement |
|----------------------------------|--------------------------|
| Less than 1 year:                | 80 hours no roll over    |
| 1 – 5 Years' Seniority:          | 173 hours                |
| <b>6 – 10 Years' Seniority:</b>  | 213 hours                |
| 11 Years' Seniority:             | 217 hours                |
| 12 Years' Seniority:             | 221 hours                |
| 13 Years' Seniority:             | 225 hours                |
| 14 Years' Seniority:             | 229 hours                |
| 15 – <b>19</b> Years' Seniority: | 233 hours                |
| 20+ Years' Seniority:            | 240 hours                |

Part-time employees shall have 56 hours Paid Absence Entitlement during the first year of employment. Paid absence entitlement for part-time employees, who have completed the probationary period, shall be pro-rated according to the schedule above based on seniority and actual hours paid in the previous seniority year.

- B. Each regular full-time employee having one or more years' seniority shall be entitled to full paid absence entitlement based upon **their** seniority, provided **they have** worked seventy-five (75%) percent of the **2080 hours** during **their** eligibility year. Any Regular Full-Time employee retaining seniority who is not eligible for full paid absence entitlement under the above provisions of this section shall be eligible for partial paid absence entitlement prorated as follows:

**1568** or more **hours** worked - 100%

Less than **1568 hours** worked will be pro-rated based on the percentage of **hours** worked less than **1568**. Employees who work fewer than **520 hours** in a seniority year shall not be entitled to Paid Absence for the following year.

For purposes of this Section 1B, **hours** worked shall include those **hours** for which the employee is paid by the Employer.

Employees may bank up to forty (40) hours of PA Entitlement toward their next seniority year. In addition, employees with a minimum of twenty (20) years' seniority, may bank up to an additional forty (40) hours of Paid Absence Entitlement to be paid out at retirement. Hours banked for retirement shall be paid at the employee's hourly rate of pay in effect at the time the hours were banked. Requests for banking time must be submitted no later than two weeks prior to the employee's seniority date.

Section 2. When a holiday occurs during an employee's paid absence entitlement, the employee shall be given pay for said holiday in addition to **their** paid absence entitlement, or if mutually agreeable by employee and Employer, the employee shall receive an additional day off either at the beginning or end of **their** paid absence entitlement period.

Section 3. In case of employee's death, payments of accrued paid absence entitlement pay shall be made to the beneficiary of the employee, or to **their** estate.

Section 4. Employees shall be paid for all unused paid absence entitlement due them at time of termination of employment, except for employees who are discharged for cause. Unused Paid Absence Entitlement which was banked for retirement shall be paid out upon termination of employment regardless of the reason for termination.

Section 5. The Employer will make every effort to allow the employee's request for paid absence entitlement throughout the calendar year, provided that the Employer's work schedule permits. Pre-scheduled requests for paid absence entitlement shall be submitted through the payroll system. If one or more employees request the same paid absence entitlement period, preference shall be given to that employee with more seniority in each branch or department, provided, however, that employees in order to be entitled to this seniority preference shall submit their request for paid absence entitlement **October 1** through **November 30** of each calendar year, for paid absence sought in the following calendar year. After **November 30** of each year, requests for paid absence entitlement for the following calendar year shall be submitted by the employee and shall be on a first come, first granted basis. In all instances, requests for paid absence entitlement shall be responded to by the Employer within five (5) working days. Approved Paid Absence Entitlement shall not be cancelled with less than five (5) working days' notice except in extraordinary and/or unforeseen circumstances.

Section 6. Should an employee be on sick leave at the time **their** paid absence is scheduled to start, **they** may be permitted to change **their** paid absence to a subsequent date, which will not conflict with another employee's paid absence. Consideration of requests for such changes is contingent upon prompt notice and proof of illness to the Employer. Should an employee become ill while on paid absence and confined overnight to a hospital under a physician's care, the employee shall go on sick leave as of that date. The employee shall be allowed to reschedule the remainder of **their** paid absence according to that stated above in this section.

Section 7. Notice of discharge, except in cases of misappropriation of funds, shall not be given during the paid absence entitlement or any leave of absence. Discharge of an employee shall be governed by the provision of the Grievance Procedure, Article X.

Section 8. Paid Absence entitlement may be used for vacations, personal reasons, for illness/injury of the employee or of the employee's spouse, parent, or child which necessitates the presence of the employee. Paid Absence shall not be reduced to less than **forty (40)** hours for FMLA qualifying absences, unless requested by the employee. The employee must notify the Employer at the time absence entitlement is requested whether the entitlement is to be used for vacation, personal reasons or illness/injury, such notice to be in writing if the Employer so requires. Employees shall be required to furnish evidence to substantiate illness/injury by written statement of physician or dentist if, in the sole discretion of management, said employee abuses or attempts to abuse absence entitlement. If absence entitlement is requested for personal reasons it may be used only if, in management's sole discretion, the employee's absence will not affect credit union operations. If an illness/injury and/or emergency occurs during non-working hours, the employee shall notify the Employer of **their** request **at least one (1) hour** before the employee's starting time **except for circumstances beyond their control**. If the employee is unable to speak with **their** immediate supervisor to request use of absence entitlement, the employee is to follow the Call-In Procedure (Exhibit C). Failure to so notify the Employer, unless physically unable, will result in the absence not being paid. An employee shall not be paid absence entitlement during a period of time when employee's **Short-Term Disability** benefits are being paid. Failure of such an employee to give notice as required by this section will result in disciplinary action up to and including discharge.

Section 9. An employee may donate paid absence entitlement to another employee under the following conditions:

- Donations must be in one (1) hour increments with a maximum of 80 hours donated to or received by any employee per year.
- Donations are to be used for hardship reasons or other legitimate reasons determined by the Employer. Under no circumstances may PA time be donated so that the recipient can avoid discipline for unexcused time.
- Donated PA may be used to care for a family member as defined under FMLA guidelines.
- Donated PA will be on an hour for hour basis.

Authorizations to donate PA must be made in writing and submitted to Human Resources via e-mail.

Section 10. All employees **with one or more years of seniority** must take five (5) consecutive business days off. Such days shall include, but not be limited to PA days, **off-site** training days, leaves of absence, for example. Employees must schedule five (5) consecutive days off by April 1st of the calendar year **and take five (5) consecutive days off within their seniority year. For the purposes of this section only, Saturdays are considered a business day if the employee is scheduled on Saturday.**

Section 11. Granting time off requests will be prioritized in the following manner: actual birthday, Paid Absence Entitlement, alternate birthday holiday in birthday month.

## ARTICLE X - LEAVES OF ABSENCE

In addition to excused absences with pay for holidays and paid absence entitlements provided elsewhere herein, regular employees on the active payroll shall be granted excused absences with accumulated seniority in accordance with the following sections:

Section 1. Bereavement: Regular full-time and regular part-time employees will be granted: three (3) working days with pay in the event of the death of the employee's current brother-in-law, sister-in-law, son-in-law, or daughter-in-law, mother-in-law, father-in-law, grandparents, grandparents-in-law, foster child, stepbrother or stepsister, or grandchild of the employee, and five (5) working days with pay in the event of death of an employee's spouse, child, father, mother, brother or sister, or current step-father, step-mother or stepchild of the employee. Part-time employees shall designate a day, or consecutive three (3) or five (5) day period they wish to take for bereavement. Hours within that bereavement period that the part-time employee would have been scheduled to work will be paid.

If a family member dies while the employee is on paid absence entitlement, the paid absence entitlement shall be adjusted to reflect the use of all bereavement leave the employee would be entitled to in lieu of paid absence entitlement, subject to Employer's approval and with proof of death.

In the event of the death of a family member or other persons not covered by this agreement not listed above, an employee shall be entitled to take at least one (1) day and up to three (3) days paid absence entitlement or unpaid time.

Upon request, proof of bereavement leave entitlement (for example, obituary, or proof of attendance at the funeral home or other service) will be required for any leave granted under this section.

Section 2. Jury Duty/Witness Duty: Any employee subpoenaed for witness duty or called for jury duty will be excused. Any employee serving or awaiting witness duty or service on jury duty will be paid for a period of time with accumulative seniority, not to exceed twenty (20) scheduled working days in any one calendar year. The Employer shall pay the difference between the employee's regular pay and the pay received for witness duty or jury duty during those twenty (20) days. Should any employee be excused from witness duty or serving or awaiting service in jury duty prior to 12:00 noon, said employee shall report to work on or before 1:00 p.m. on the same day. Failure to do so shall result in forfeiture of the Employer's contribution, if any, as pertains to that day. In order to receive such payment, the employee must furnish the Employer with a certificate of service signed by the clerk of the court. The Employer will pay for witness duty or jury leave only for those employees who have completed their probationary period. Further, any time spent during the probationary period on witness duty or jury duty shall not count towards the probationary period.

Section 3. Illness Leave: All employees shall be entitled to illness leave without pay for a continuous period equal to their seniority or twenty-four months, whichever is less. Upon the request of the Employer, the employee shall furnish the Employer with medical evidence showing entitlement or continued entitlement to illness leave. Failure to provide such medical evidence will result in loss of entitlement to illness leave. Upon the request of the Employer, the employee shall submit to a physical exam by a doctor of the Employer's choice, at the Employer's expense, to substantiate entitlement or continued entitlement to illness leave. Employees on illness leave who have been replaced by a temporary employee must give written notice of intent to return to work accompanied by medical

evidence of ability to return to work, at least two (2) weeks in advance of date expected to return to work.

An employee will not be granted more than three (3) illness leaves in a seniority year, except at the sole discretion of management, or unless qualified for FMLA. In no case shall granting an exception constitute precedent in any other case. At the end of such leave, the employee will be returned to **their** classification with accumulative seniority, subject to the provisions of Article V, Section 1, at the prevailing rate of pay. The Employer may require a report allowing return to work from the treating physician or physicians of any employee returning from a leave of absence and may also require the employee to submit to a physical exam by a physician of the Employer's choice, at the Employer's expense, to substantiate ability to return to work. "Illness leave" shall refer to time period(s) of more than three (3) days in duration.

Further, any employee who shall be granted illness leave by the Employer, and who, on the eighth (8th) consecutive day thereof, qualifies for and receives **Short Term Disability** shall have the option to elect that the five (5) working days involved be assessed as either unpaid time or paid absence entitlement. The exercise of this option shall be in writing and shall be given to a Manager of the Employer within ten (10) week days of the beginning day of illness leave. If no such timely written notice is received by the Employer as aforementioned, the time shall be assessed as paid absence entitlement. Once an employee has both expended **their** paid absence entitlement and is not entitled to another illness leave, then for each occurrence during the applicable seniority year that **they are** absent, **they** shall be subject to progressive discipline. However, in any situation where first day insurance is applicable, there shall be no discipline.

Section 4. Unpaid Leave: All employees may be granted a leave of absence without pay for personal reasons not otherwise covered by this agreement, provided all Paid Absence Entitlement has been expended. If possible, requests for unpaid leave shall be submitted in writing to Human Resources at least two (2) weeks prior to the beginning of the requested leave time. Approval or denial of such requests shall be based on the merits of the request and shall not be arbitrarily and capriciously denied.

Section 5. FMLA: All legally eligible regular full- and part-time employees are entitled to Family Medical Leave in accordance with the LAFCU Family Medical Leave Policy. (Exhibit A.).

Section 6. Union Leave: The Employer agrees to grant a leave of absence with accumulated seniority for not more than two (2) years in the event an employee is selected or elected as a representative of the local union to act as delegate to an AFL-CIO convention or such other capacity or activity which may be designated by the Union.

Section 7. Selective Service: The Employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretations with respect to leave of absence due to military service.

Section 8. Anyone replacing an employee on leave of absence shall be given notification in writing to this effect and notice shall be furnished to the Union. Any replacement employee, after gaining seniority, shall be entitled to the seniority and contractual provisions of this Agreement.

Section 9. Unexcused Absence: Unless an absence is due to holiday or paid absence entitlement, as provided in this Agreement or due to other authorized leaves under this Article X, then it shall be

considered an unexcused absence. **Absence of more than one day for a single illness or injury shall count as only one occurrence.** Employees will be subject to progressive discipline (written warning, written reprimand, discharge) for such unexcused absences.

Section 10. Employees going on an extended illness leave shall be allowed to reserve up to no more than eighty (80) hours of available PA in order to avoid disciplinary action due to attendance issues, when they return to work following the leave. This shall be allowed as an alternative to receiving the monetary equivalent for their paid absence balance upon their annual anniversary date.

## ARTICLE XI - GRIEVANCE MACHINERY AND ARBITRATION

Section 1. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising out of the interpretation or application of this contract. It is agreed that any questions or concerns regarding application and administration of this Article may be raised by either party and discussions will be undertaken with the intent to reach resolution in good faith.

Section 2. The employer shall recognize a Chief Steward and a Main Office Steward, who shall represent the employees in handling of grievances. In addition, the Employer agrees to recognize one Steward at each of the branch offices who shall represent the employees in the handling of grievances. These representatives shall be elected by secret ballot by the union members in the bargaining unit in January of every even numbered year. The Steward, will be included in all steps of the grievance procedure at the request of the employee. The Union shall provide the Employer with written notice throughout the duration of this agreement of the Union Steward(s) authorized to act for them under this article. In order to facilitate orderly investigation of employee grievances, potential grievances and concerns, once contacted by a member of the union, the Steward shall request to meet with the union member through the employee's immediate supervisor. The Steward shall then schedule a time to meet with the employee to perform any necessary investigation. The time will be with mutual agreement of the Steward, employee and the employee's supervisor.

Section 3A. Grievances shall be submitted within ten (10) working days of occurrence or within ten (10) working days of return to work, and shall be subject to the following procedure:

### Informal Resolution

If an employee has a grievance **they** shall discuss the grievance orally with **their** immediate supervisor. Under circumstances when the grievance does not involve the employee's immediate supervisor, then the employee shall first discuss the grievance orally with the appropriate supervisor.

*Step 1.* If the grievance is not resolved by Informal Resolution, the employee shall put the grievance in writing on a form provided by the Union and present it to the Union representative. The grievance shall state the nature of the grievance, the contract term violated, if any, and the relief requested. Individual grievances must be signed by the employee. If the grievance is believed to be well- founded, the Union Representative shall present the grievance to the appropriate supervisor and Human Resources. The supervisor shall meet with the Union representative within five (5) working days of receipt of the grievance to discuss the grievance. The Union representative will be the spokesperson for the Union. The Employer shall render a written disposition to the grievance within five (5) working days of such meeting. If the written response to this Step is not satisfactory to the Union, the Union Representative shall provide written notice to appeal the grievance to Human Resources within five (5) working days of the receipt of the Employer's written disposition.

*Step 2.* Upon receipt of appeal of the Step One response, the appropriate Vice President, Human Resources and/or their designated representatives shall meet with the Union representative within five (5) working days following submission of the appeal. The Vice President or designated representative shall render a written disposition within five (5) working days of the meeting. If the written response under this Step is not satisfactory to the Union, the Union representative shall provide written notice to



appeal the grievance to the Human Resources Department within five (5) working days of receipt of the Employer's written disposition.

*Step 3.* Upon receipt of the Step 2 response, the Chief Human Resources Officer shall meet with the Chief Steward or their designated representative within five (5) working days following submission of the appeal. The Chief Human Resources Officer shall render a written disposition within ten (10) working days of such meeting.

If the Union is not satisfied with the written response to this Step, the Chief Steward or Service Representative of Local 459 shall submit the grievance to the CEO within ten (10) working days following receipt of the Step 3 determination. If the Union and CEO mutually agree to meet, such meeting shall take place within five (5) working days following submission of the grievance. The CEO shall render a written disposition within five (5) working days of such meeting, or within five (5) working days from submission of the grievance, if no meeting is held. Time frames may be extended by mutual agreement of the parties.

Section 3B. If settlement cannot be reached in Section 3.A. and the Union desires to submit the grievance for arbitration, it shall notify the Employer, in writing, within the next fifteen (15) working days from receipt of the CEO's written disposition. The parties shall attempt to mutually select an arbitrator to hear the grievance. If the parties cannot agree on an arbitrator within 15 working days, the dispute shall be submitted to the Federal Mediation and Conciliation Service. The parties shall request a panel of seven (7) possible arbitrators from the Federal Mediation and Conciliation Service. Unless otherwise mutually agreed, the submission to arbitration shall be based on the original written grievance. The parties shall choose an arbitrator from the list supplied by the Federal Mediation and Conciliation Service by alternating strikes from the list. The last name left shall be selected to hear the grievance. For the limited purpose of selecting a hearing date, the parties shall directly contact the arbitrator by means mutually agreed. Grievances determined by both parties to be untimely shall not be subject to arbitration. Any disputed issues of timeliness shall be determined by the arbitrator. The authority of the arbitrator shall be strictly limited to determining the meaning and interpretation of the explicit terms of this Agreement as herein expressly set forth. The arbitrator shall not have authority to add to or subtract from or modify any of said terms or limit or impair any right reserved to management or to establish or change any wage or rate of pay except that they may determine the correctness of the classification of employees according to the work which they are assigned. The arbitrator shall not have authority to hear a grievance unless it is submitted within the time limit set out in this section unless both parties have waived such time limit in writing.

Section 3C. The arbitrator's award shall be final and binding on both parties. The arbitrators shall also direct payment of arbitration fees to Federal Mediation and Conciliation Service to be paid by the losing party.

Section 3D. No decision of arbitrator or of management of the Employer in one case shall create a basis for retroactive adjustment in any other case.

Section 4. The aggrieved employee may be present at any and all stages of the grievance procedure, provided the employee notifies their Supervisor prior to leaving the work-station. If the Supervisor denies permission, the meeting will be postponed. Such permission will not unreasonably be withheld.

[Section 5.](#) The Chief steward of the Union may receive, investigate and process grievances up to a total of ten (10) hours per week on Credit Union premises or off site, if deemed necessary, during working hours without loss of pay. This may include consultation with the Union Service Representative. The Main office and branch stewards shall each have up to four (4) hours per week with pay to receive, investigate and process grievances on Credit Union premises. Attendance at Union meetings for any other purpose will not be paid, except as outlined in Article XVIII, Section 2. The Union Steward(s) shall obtain mutual agreement from their supervisor(s) when scheduling time for union business and shall punch out and in for tracking purposes **in a manner consistent with other organizational time tracking**. Such agreement will not be arbitrarily withheld. The Employer will provide the Union with a locking file cabinet and access to a private office at the Main Office.

[Section 6.](#) Any grievance not appealed to the next step within the time limits set out in this Article shall be deemed settled with prejudice based upon the Employer's last position.

[Section 7.](#) Only one grievance may be brought before any one arbitrator at any one time.

[Section 8.](#) For purposes of this Article only, working days shall mean Monday through Friday, excluding holidays. Time limits may be extended by mutual agreement between the parties.

[Section 9.](#) When remedies are available for any complaint and/or grievance of an employee through any State and/or Federal administrative or statutory procedure, in addition to the grievance provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not, at any time thereafter, process the complaint through any grievance and/or arbitration procedure provided for in this Agreement. If an employee elects to use the grievance and/or arbitration procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be forthwith automatically deemed to have been withdrawn and the grievance and/or arbitration procedure provided for in this Agreement shall not be available and/or applicable; and, any relief granted in favor of the Union and/or employee shall be automatically forfeited.

## ARTICLE XII - DISCIPLINE AND DISCHARGE

Section 1. Discipline shall be for just cause and progressive based on the severity of the infraction. Any seniority employee who is a member of the Union and who is temporarily or permanently dismissed from employment shall, at the request of the Union, be given reason for such dismissal. Written discipline shall be made a matter of record, with a copy to the employee and the Union, unless the employee specifically requests that the Union not receive a copy. Employees shall be represented by a Union Steward for all disciplinary actions, unless such representation is declined by the employee. Discipline shall be leveled within a reasonable period of time.

Progressive discipline for Tardiness shall be in accordance with the provisions of **Tardies**/Staff Rule Number One attached to this Agreement.

Section 2. Except for incidents involving violence, threatening behavior, unlawful harassment, or abusive conduct, any counseling memo, documentation of poor work performance, or discipline more than one year old shall not be considered by the Employer when imposing discipline. Six months from the date of issuance, Verbal Warnings shall be removed from the employee's personnel file, at the employee's request. One year after the date of a disciplinary incident, other than termination, and at the employee's request, the Employer shall remove from the employee's personnel file the notice of disciplinary action.

Section 3. Employees who abuse unscheduled Paid Absence Entitlement will be subject to progressive discipline up to and including discharge.

## ARTICLE XIII – STRIKES, STOPPAGES AND LOCKOUTS

Section 1. For the duration of this Agreement, the Union, its officers and representatives shall not sanction its members to cause or take part in any strike, slowdown, stoppage of work, picketing or other interruption of work at the Employer's place of business. Failure or refusal on the part of any employee to comply with any provision of this section shall be cause for whatever disciplinary action, including suspension or discharge, deemed necessary by the Credit Union, subject to Article X. In consideration of this no strike pledge by the Union and employees, the Employer shall not lock out employees for the duration of this Agreement. Neither the violation of any provision of this Agreement, nor commission of any act constituting an unfair labor practice, or act otherwise made unlawful by federal, state or local law, shall excuse employees, the Union or the Employer from their obligations under the provisions of this Article. This section, however, shall not limit any of the rights of the parties hereto under applicable state and/or federal law.

Section 2. In the event a lawful and duly authorized picket line is placed or maintained at or on the Employer's premises, by any other labor organization, then any refusal to work or failure to cross such picket line by members of the Union, shall not be considered a violation of this Agreement, any other language to the contrary notwithstanding.

## ARTICLE XIV-GENERAL MATTERS

Section 1. The Employer agrees that it will not discriminate against an employee because of **their** activity as a member of the Union.

Section 2. The Credit Union, its supervisors, the Union, and the employees shall not discriminate against employees, co-workers, members, or applicants for employment because of race, color, sex, height, weight, religion, national origin, age, marital status, **gender identity, sexual orientation**, handicap or disability, veteran or citizenship status, or engage in unlawful harassment, and shall comply with all anti-discrimination requirements of applicable federal, state and/or local laws, rules, and regulations.

Section 3. The Employer shall maintain a high degree of sanitation, heating, lighting and general working conditions.

Section 4. An employee leaving the service of the Employer shall, upon request, be furnished a written statement of service.

Section 5. Any written statement or verbal contract made between the Employer and the employee shall be null and void.

Section 6. All employees agree to waive their individual rights as members of the Credit Union to engage directly or indirectly in any political activities relevant to election of officers of the Credit Union, unless authorized by management to run for election or re-election to office.

Section 7. The Union recognizes the Employer as a cooperative association and being such, the officers, board members, supervisory committee members or credit committee members must carry out duties and responsibilities as required by the National Credit Union Administration and the State of Michigan.

Section 8. The Union recognizes the participation by employees in training and education programs sponsored by the Employer outside of regular working hours is beneficial to both the employee and the Employer. The Union encourages the participation by its members in such programs. The Employer may make such programs available to employees with registration fees and related expenses paid by the Employer. The Employer shall not be required to pay wages for time spent by employees to attend such programs. Participation by any employee shall be completely voluntary and shall in no way be considered a condition of employment.

Section 9. In the event of an administrative change in the officers of the Employer, the status of all employees shall be continued in accordance with the terms of this Agreement.

Section 10. Supervising officers or representatives of the Employer who are not in the bargaining unit shall not routinely assume duties assigned to bargaining unit employees when such action would result in the loss of regular work or earnings on the part of the employees. Loss prevention, accounts payable, fixed assets/deferred/prepaid subsidiary ledgers, building/improvement subsidiary ledgers, petty cash replenishments and General Ledger disbursements may routinely be done by supervising officers or representatives of the Employer, but will not directly result in the displacement of an employee, loss of a position, layoff, or non-overtime earnings on the part of the employees. This does not mean that

other such supervisors are prevented from helping out in cases of emergency or during temporary peak work- loads.

Section 11. The parties hereto agree that if any parts of this Agreement are or become contrary to any law, such parts will, by agreement, be amended to comply with the applicable law without in any way affecting any other part of this Agreement.

Section 12. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 13. An employee will have the right to update **their** personnel record at any time by filing proper proof from the educational institution of further education.

Section 14. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or a Letter of Understanding signed by both parties. Any benefits or fringe benefits provided are controlled by the current actual plan documents, if any.

Section 15. Deliberate violations of confidentiality will be cause for severe discipline up to and including discharge.

Section 16. The Employer shall **allow** the Union **and its stewards to use the Employer's email system to communicate with bargaining unit employees concerning** notices, postings, and other matters concerning bona fide Union activities. The Union shall not use **the email system to transmit** any materials that are detrimental to the Union/Employer relationship.

Section 17. **Employees will maintain updated contact information with the Employer, including personal phone, address, and email. The employer will send an annual reminder to employees to provide updated information.**

## ARTICLE XV - INSURANCE AND PENSION

### Section 1.

#### A. Health Care:

The employer agrees to provide health, dental, and vision coverage for each eligible full-time seniority employee on the active payroll and for **their** family and single coverage for each eligible part-time employee.

The deductible shall be 85% funded by the employer using an HSA.

#### B. Premium co pays

**Insurance premiums will be shared by the employer and the employee as follows:**

**Employer: 85%**

**Employee: 15%**

#### C. Cost Containment: The Union and the Employer joint Health Care Cost Containment Committee will meet at least annually to review rate renewals and other insurance options intended to reduce health care costs and to avoid or reduce potential co-pays of both the Employer and the employees. The committee shall be composed of an equal number of members from the Union and the Employer.

#### D. Part-Time: The employer agrees to provide single-person health, dental, and vision coverage specified above for each eligible part-time employee who is scheduled to work on a regular basis for at least 20 hours per week. Part-Time employees shall continue to pay the difference between single coverage for **two-person** / Family - FC coverage (based upon the premium rates from BCN).

#### E. Other: Any applicable employee premium co-payments will be paid through payroll deduction using pre-tax dollars.

Nothing herein shall prevent the Employer from self-insuring any part of the Medical, Dental or Vision plan providing that equivalent coverage and benefits are provided at no additional cost to employees.

#### F. Dual Coverage: No employee shall have health care coverage through LAFUCU if coverage is available through a spouse or other source, provided the healthcare coverage contains the following:

- a. A hospitalization benefit; and
- b. An office visit benefit; or major medical benefit and an outpatient benefit; and
- c. Premium co-payment and deductible, which when combined, is less than \$1500.00 per year; and
- d. A prescription benefit.

In the event that an employee is denied coverage based upon the criteria above, and feels that LAFCU coverage should be provided, LAFCU and the Union agree that the employee may appeal the decision to the Health Care Cost Containment Committee for resolution.

- G. Opt Out: Any seniority employee who has health insurance through a spouse or other source may opt out of the Employer-sponsored plan and receive a bonus according to the following coverage:

|                     |             |
|---------------------|-------------|
| Full Coverage:      | \$200/month |
| Medical Only:       | \$180/month |
| Dental/Vision Only: | \$25/month  |

## Section 2.

A. **Short-Term Disability:** The Employer agrees to pay the full cost of **short-term disability** insurance for all full-time seniority employees covered by this Agreement. The benefits of that insurance will be sixty percent (60%) of the employee's weekly wage, at the time **they** went off on leave, for a twenty-six (26) week maximum. Employees will have the option of cashing out any accrued PA hours. Cashed out hours cannot be bought back when the employee returns to work. Employees may use available PA to supplement STD benefits, not to exceed 100% of their regular pay. The benefits will be effective on the first day of accident or hospitalization and the 8th day of sickness. Each eligible employee shall receive a summary plan description.

B. **Life Insurance:** The employer shall furnish, for full and part-time employees (working twenty (20) hours or more per week) group life insurance in the amount of one and one half (1.5) times annual wage and accidental death benefit in the amount of one and one half (1.5) times annual wage. For qualifying part-time employees the annual wage for premium and benefit purposes only, shall be calculated at 30 hours per week.

Section 3. Retirement Plans: Employer agrees for the term of this Agreement to furnish and pay the cost of that retirement plan, as amended, now in effect and carried with CUNA. The Employer will contribute 8% **upon completion of the first seniority year**. The Employer will contribute 1% to the 401K plan for employees who contribute 3% or more and 2% for employees who contribute 5% or more. Eligible employees who are paid a longevity bonus by the Employer are free to self-contribute their bonus to that pension plan. Part-time employees who qualify under ERISA shall be entitled to Retirement benefits outlined in the Agreement.

Section 4. Long-Term Disability: The Employer agrees to provide all full-time seniority employees a long-term disability insurance benefit having a six (6) month qualifying period and having a benefit of 50 percent of gross earnings. Each eligible employee shall receive a summary plan description.

Section 5. Insurance During Layoffs or Leave: In the event of a layoff or leave of absence of employee, Employer would pay its portion toward the above insurance and pension benefits for the full month of that month following the last workday of the employee.

- A. During this period, the employee will be responsible for applicable co-payments due for health insurance and dental/vision insurance. In the event there are three consecutive months that the employee does not work, the employee will be responsible for 50% of the health insurance



premium for the next three months in order to maintain coverage and 100% thereafter. Upon return to work, the employee will again be responsible for the applicable health insurance co-payments.

- B. If an employee is on short-term disability leave with no time worked for three consecutive months, the employee will be responsible for 50% of life and disability premiums for the next three months in order to maintain coverage.
- C. If an employee qualifies for long-term disability benefits, the short-term disability premium is waived. All life and disability premiums are waived until retirement age only if the employee becomes permanently and totally disabled.
- D. All employees are responsible for notifying the Human Resources Department of dependent status changes.

### Section 6. Retirees

A. **Eligibility:** Health care, dental, and vision benefits for full-time seniority employees retiring from LAFCU as described in Article XV Section 1, will be provided by the Employer only if all of the following requirements are met:

- 1. The retiring employee has at least ten (10) years' service with the Employer; and,
  - a. The retiring employee's years of service, plus age equals or exceeds the number seventy (70); and,
  - b. The retiring employee must immediately enroll in Medicare benefits upon eligibility.
  - c. The employer will pay a portion of the monthly premium for the current spouse of the eligible retiree at the time of retirement for those eligible retiring employees with twenty-five (25) or more years of service.

B. **Retirees:** The Union and the Employer agree that for the life of this contract, the maximum the Employer will provide for a retiree's and spouse's combined benefits shall be \$800 per month.

The Employer will allow a retiree to pay the additional health insurance premium for spouse or family coverage at prevailing group rates. (For example, if the BCN two-person premium is \$900, such a retiree would pay \$100 per month for two-person coverage.)

A retiree who declines such coverage because he or she is receiving coverage from another source and who loses the alternative coverage shall, if allowed by carrier, be allowed to enroll in coverage through the Employer.

Retirees will be covered by an Employer-paid \$10,000 life insurance policy, payable upon the retiree's death to the beneficiary of their choice.

### Under 65

Eligible employees who retire and are under age 65, and their covered spouses under age 65, shall receive the health, dental, and vision plan benefits and coverage provided to current employees, with the same co-pays for prescription, office visits, and other services and with the same employer funded HSA.

### Medicare Eligible Retirees

Eligible employees who retire and are **Medicare eligible**, shall be **eligible to enroll in the Medicare Advantage Plan offered by the Employer**. The subsidy shall be up to \$250 per retiree and covered spouse.

In addition, **Medicare eligible** retirees shall also be provided at no cost, the dental and vision plan benefits and coverage provided to current employees.

C. **Surviving Spouse:** In the event that the employee precedes the covered spouse in death, LAFUCU will continue the spouse's health care coverage for a period of 12 months.

## ARTICLE XVI-WAGES

[Section 1.](#) The following classifications and wage schedules shall become effective on the date this Agreement is executed for all regular and part-time employees.

|             |   |
|-------------|---|
|             | <u>Classification A</u><br><u>(Financial Services Representative I):</u>  |
| Job Titles: | Tellers<br>Floater  |
|             | <u>Classification B</u><br><u>(Financial Services Representative II)</u>  |
| Job Titles: | Member Services Representative<br>Receptionist<br>Loan Interviewer(s)<br>ITM Service Representative<br>Floater  |
|             | <u>Classification C</u><br><u>(Financial Services Specialist)</u>   |
| Job Titles: | Bookkeeper(s)<br>Senior Member Services Representative<br>Loan Officer(s)<br>Head Teller(s)<br>Collectors<br>Loss Prevention Specialist<br>ITM SMSR<br>Trainer<br>Floater |

Wages for Classifications A, B, C are shown **below**.

[Section 2.](#) Employees who are from time to time required to use their personal car for LAFUCU business will be paid mileage at the IRS rate per mile.

[Section 3.](#) All present employees shall be classified into their appropriate classification and shall be paid in accordance with their present length of service.

[Section 4.](#) Longevity Bonus: During the term of this Agreement, all those eligible bargaining unit employees working and performing services for the Employer and who have ten or more years of credited seniority with the Employer will be paid, annually, the week of their anniversary date, based on the eligible employee's wages earned the preceding seniority year according to the following schedule:

|          |                         |
|----------|-------------------------|
| 10 years | 2% to maximum \$1000.00 |
| 15 years | 5% to maximum \$2500.00 |
| 20 years | 5% to maximum \$3000.00 |

Longevity will be frozen for those employees hired after December 31, 2017.

Eligible employees who are paid a longevity bonus by the Employer are free to self-contribute their bonus to that particular retirement plan referenced in Article XV, Section 3.

Section 5. When new bargaining unit positions are established, the wage rates and classifications shall be agreed upon between the Employer and the Union.

Section 6. All employees shall receive a general wage increase **as follows:**

|                 |    |
|-----------------|----|
| January 1, 2022 | 3% |
| January 1, 2023 | 3% |
| January 1, 2024 | 2% |
| January 1, 2025 | 2% |

The hourly wage scale for the contract period will be as follows. The 2022 rates include the 3% increase listed above.

| 2022            |         |         |         |
|-----------------|---------|---------|---------|
|                 | A Pay   | B Pay   | C Pay   |
| <b>Starting</b> | \$19.64 | \$20.78 | \$21.92 |
| <b>1 year</b>   | \$20.78 | \$21.92 | \$23.04 |
| <b>2 years</b>  | \$21.92 | \$23.04 | \$24.18 |
| <b>3 years</b>  | \$23.04 | \$24.18 | \$25.31 |
| <b>4 years</b>  | \$24.18 | \$25.31 | \$26.45 |
| <b>5 years</b>  | \$27.79 | \$28.05 | \$28.75 |

| 2023            |         |         |         |
|-----------------|---------|---------|---------|
|                 | A Pay   | B Pay   | C Pay   |
| <b>Starting</b> | \$20.23 | \$21.40 | \$22.58 |
| <b>1 year</b>   | \$21.40 | \$22.58 | \$23.73 |
| <b>2 years</b>  | \$22.58 | \$23.73 | \$24.91 |
| <b>3 years</b>  | \$23.73 | \$24.91 | \$26.07 |
| <b>4 years</b>  | \$24.91 | \$26.07 | \$27.24 |
| <b>5 years</b>  | \$28.62 | \$28.89 | \$29.61 |

| 2024            |         |         |         |
|-----------------|---------|---------|---------|
|                 | A Pay   | B Pay   | C Pay   |
| <b>Starting</b> | \$20.63 | \$21.83 | \$23.03 |
| <b>1 year</b>   | \$21.83 | \$23.03 | \$24.20 |
| <b>2 years</b>  | \$23.03 | \$24.20 | \$25.41 |
| <b>3 years</b>  | \$24.20 | \$25.41 | \$26.59 |
| <b>4 years</b>  | \$25.41 | \$26.59 | \$27.78 |
| <b>5 years</b>  | \$29.19 | \$29.47 | \$30.20 |

| 2025            |         |         |         |
|-----------------|---------|---------|---------|
|                 | A Pay   | B Pay   | C Pay   |
| <b>Starting</b> | \$21.04 | \$22.27 | \$23.49 |
| <b>1 year</b>   | \$22.27 | \$23.49 | \$24.68 |
| <b>2 years</b>  | \$23.49 | \$24.68 | \$25.92 |
| <b>3 years</b>  | \$24.68 | \$25.92 | \$27.12 |
| <b>4 years</b>  | \$25.92 | \$27.12 | \$28.34 |
| <b>5 years</b>  | \$29.77 | \$30.06 | \$30.80 |

Effective January 1, 2022, all bargaining unit employees shall be placed on the 2022 wage scale commensurate with their years of service. Employees shall advance on the pay scale each year on their anniversary date.

The Employer shall maintain its current practice regarding ROA bonuses each year of this Agreement.

Section 7. Employees training other employees on a temporary basis shall be paid an additional two dollars (\$2) per hour for each hour assuming training duties. These employees shall not receive the two dollars (\$2) for time spent being trained.

## ARTICLE XVII - SUBCONTRACTING

Section 1. The Employer agrees not to subcontract work normally and customarily performed by bargaining unit employees without first notifying and discussing same with the local area representative of OPEIU. Such notification and discussion do not include any obligation on the part of management to negotiate such subcontracting when there is no loss of regular work or regular earnings of employees covered under this Agreement. The Employer shall maintain its discretion to employ outside people to perform work it determines is best performed by them because of emergencies, time requirements and deadlines, and where special equipment is needed to do such work. Work of a confidential nature such as, but not limited to, Board Minutes and Reports may be subcontracted.

Section 2. Non-probationary temporary employees may be utilized by the Employer during times of emergency, time requirements and deadlines or other necessity such as office-wide system changes and training when there is no loss of regular work or regular earnings of employees covered under this Agreement. Temporary employees shall not be employed in excess of ninety (90) calendar days.

## ARTICLE XVIII - NEGOTIATIONS

Section 1. For purposes of negotiating a successor to this agreement, the Employer agrees to recognize a negotiating team composed of four (4) bargaining unit employees the Chief Steward and representatives from the Union.

Section 2. A maximum of five (5) Bargaining unit employees on the Union team shall be paid at their regular hourly wage for any time spent in negotiations which falls during their regularly scheduled work time. The Union shall reimburse the Employer for 50% of the employees' wages.

## ARTICLE XIX - DURATION AND AMENDMENT

This Agreement shall be effective upon ratification and shall continue in full force and effect until midnight December 12, 2025, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than 60 nor more than 90 days prior to December 12, 2025. In any event, this Agreement shall not be extended beyond December 12, 2021, except by written consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives on the 6th day of December, 2021.

LAFUCU

By 

By *Howell*

OPEIU Local 459, AFL-CIO

By *Clare McGonney*

By *Lori Deled*

By *Melina Crowley*

By *Bob Picha*

By 

By *Laura A. Pharis*

## TARDIES - STAFF RULE NUMBER ONE

Employees are expected to be **at their workstations and work at their scheduled time**. Employees are also expected to be at their workstations **on time after breaks** and lunch periods. Repeated **tardies** will be cause for disciplinary action, **up to and including termination**.

At the start of a scheduled shift, if an employee is between one (1) and five (5) minutes late they will be charged Paid Absence Entitlement for each late minute. If an employee is six (6) or more minutes late, they will be charged Paid Absence Entitlement for each late minute and will be marked as tardy.

An accumulation of ten (10) tardies will result in a Verbal Warning.

An accumulation of fifteen (15) tardies will result in a Written Warning.

An accumulation of twenty (20) tardies will result in a Written Reprimand.

An accumulation of twenty-five (25) tardies will result in termination.

Each occurrence of tardiness will expire ninety (90) calendar days after it was incurred.



## EXHIBIT A

### FAMILY AND MEDICAL LEAVE POLICY (HOURLY EMPLOYEES)

The Family and Medical Leave Act of 1993 (FMLA) covers all employees who work for LAFCU. An employee must have worked at least 12 months for LAFCU and 1,250 hours in the past year to be entitled to the Leave benefit.

Effective January 16, 2009, all eligible hourly employees are entitled to a total of 12 weeks of unpaid leave during any rolling 12 months period for one or more of the following qualifying incidents: 1) birth of a child, 2) placement of child for adoption or foster care, 3) caring for a spouse, child, or parent with a serious health condition, 4) the serious health condition of the employee, 5) or if the employee experiences a qualifying exigency that arises out of the fact that a spouse, parent, or child has been called to or is on active duty as a member of the National Guard or military reserves or regular armed forces deployed to a foreign country. A serious health condition is defined as inpatient care at a hospital, hospice, or residential medical care facility, or continuing care by a doctor of medicine or osteopathy (The Secretary of Labor is authorized to add other health care providers whose care would qualify an individual be covered under the Act).

**Military Caregiver Leave.** In addition, an employee who is the spouse, parent, child, or next of kin of a current member of the armed forces (including the regular armed forces) who is injured while on active duty may be eligible for up to 26 weeks of FMLA leave in a rolling 12- month period, including the types of leave listed above

Military Caregiver Leave also applies to an employee who is the spouse, parent, child, or next of kin of a veteran undergoing medical treatment, recuperation or physical therapy.

**Concurrent Leave.** If the leave is covered under workers' compensation, the employee may use accumulated leave time only for the purpose of satisfying any waiting period. Absences in excess of these accumulated days will be treated as FMLA leave without pay.

When an employee plans to take leave under the Act, the employee is required to give LAFCU 30 days' notice, or if this is not possible, as much notice as is practical. An individual undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to LAFCU's operations. Forms requesting Family Medical Leave are to be obtained from the Human Resources Department or off the intranet.

LAFCU requires a Medical Certification from the employee's physician when the Leave is taken for medical reasons or for military caregiver leave. LAFCU requires a written follow-up medical report from the attending physician within 30 days of initiation of the leave. The appropriate medical certificates and report forms are to be obtained from the Human Resources Department or off the intranet before the leave is taken. LAFCU reserves the right to request a second opinion at the Employer's expense, in the case of the leave being taken for medical reasons.

In lieu of a second opinion, LAFCU may contact the health care provider directly to clarify or authenticate a medical certification, including certifications for military caregiver leave using a health care professional, or HR professional, but must not use the employee's direct supervisor. Second opinions may not be required for military caregiver leave.

Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

The employee will be required to use available Paid Absence Entitlement in their seniority year unless eligible for illness leave as defined in Article X, Section 3.

Paid Absence will not be reduced to less than **forty (40)** hours for FML qualifying events.

For leave relating to a serious health condition, the employee may take intermittent leave or work a reduced schedule if it is "medically necessary." LAFCU will require certification of the medical necessity. Qualifying exigency leave may be taken intermittently without regard to medical necessity or disruption of business operations.

Leave because of the birth or adoption of a child may not be taken intermittently and must be completed within the 12-month period beginning on the date of birth or placement of the child.

An employee who takes Leave under the Law will be able to return to the same job or a job with equivalent status and pay (There is a limited exception to this for certain highly compensated employees).

Group health plan benefits will continue to be provided during leave on the same basis as provided to active employees. LAFCU will maintain all health care insurance coverages currently provided to the employee during the employee's leave. During the Family and Medical leave period, it is the responsibility of the employee to send his/her applicable co-payment to the Controller's attention by the 15th of the month in order to insure coverage for the following month. If payment is not received by the 15th of the month, LAFCU will send a Nonpayment of Applicable Premium notice to the employee. Failure to remit payment within 30 days of the above-mentioned notice will result in cancellation of the employee's health care coverage. If the employee chooses not to return to work for reasons other than a continued serious health condition, LAFCU may recover from the employee the premium that LAFCU paid for the employee's health coverage.

LAFCU will continue Life and Disability benefits for 90 days following the qualifying incident. If an employee is on family medical leave with no time worked for three consecutive months, the employee will be responsible for 50% of life and disability premiums for the next three months in order to maintain coverage. The employee can remit applicable premium to the Controller's office by the 15th of the month in order to ensure coverage for the following month. If the employee chooses not to pay the premium, at the end of the approved 12-weeks or less, the employee may re-enroll for the same benefits and coverage they had prior to termination without being subject to penalties, provided they re-enroll for coverage within 31 days of return to work. Employees whose leave extends beyond 12 weeks will temporarily lose coverage and will be treated as rehires when they return to work. This means that any service requirement may be waived, but the employees may be subject to new evidence of insurability and pre-existing conditions limitations. Employees who return to work immediately following a leave of 12 weeks or less, but fail to re-enroll within 31 days, will be treated as late entrants.

Employees are required to provide two weeks' notice of intention to return work.

Any Leave granted under the FMLA shall be considered one of the three (3) illness leaves provided for under Article X, Section 3; and there shall be no stacking of Leaves permitted or provided under the Collective Bargaining Agreement.

In all circumstances, LAFCU will determine if the Leave is FMLA qualifying, based upon accurate information provided by the employee. Should any conflict or inconsistency exist between the collective bargaining agreement which expires Midnight, December 12, 2025 and which is presently in effect between the parties and/or the above stated FMLA policy, and the authority granted employers under the dictates of Title I of the Family Medical Leave Act of 1993, said Act will control.

## EXHIBIT B

### LETTER OF UNDERSTANDING

It is mutually agreed and understood between the parties that the ROA bonus is discretionary, at the will of and approved by, the Board of Directors of the Credit Union based on the financial performance of the Credit Union and may or may not be granted each year of the Agreement.

## EXHIBIT C

### Employee Call In Expectations for Unscheduled Absence, Tardy, or Early Exit

Employees will use the designated call-in procedure for all absences, tardies, or when leaving early. If leaving early, the employee is required to notify management.

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