

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**UNITED BAY COMMUNITY CREDIT
UNION**

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 393, AFL-CIO**

EFFECTIVE:

June 1, 2012 through May 31, 2015

2034

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PREAMBLE

THIS AGREEMENT is entered into on June 1, 2012 by and between **UNITED BAY COMMUNITY CREDIT UNION**, a Michigan non-profit corporation (hereinafter referred to as the "Employer"), its lawful successors or assigns, and **THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 393, AFL-CIO**, (hereinafter referred to as the "Union" or "Local 393, OPEIU"), its lawful successors or assigns.

For this Agreement, Employer is defined as being synonymous with Management (senior Management).

It is the intent and purpose of The Parties to promote and improve the labor relations between them, and to establish the rates of pay, wages, hours of work, and other working conditions of employment, and to provide a means for the orderly disposition of grievances that may arise under the terms of this Agreement.

Article I
RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for its full-time and part-time office employees for the purpose of collective bargaining with respect to rates of pay, benefits, hours of employment and other conditions of employment. The Bargaining Unit excludes all other employees, including Seasonal or Student Employees; supervisors; confidential employees; and guards as defined by the National Labor Relations Act.

Article 2
NON-DISCRIMINATION

- A. Neither the Employer nor the Union will engage in unlawful discrimination, including, but not limited to, discrimination based upon race, gender, age, disability, military status, religion, marital status, national origin, height, or weight. The Parties further agree to administer this Agreement in accordance with applicable fair employment laws and regulations.
- B. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer against an employee because of Union membership or because of any employee's functions on behalf of the Union.
- C. The Employer and the Union recognize and acknowledge that any federal and/or state claims of unlawful discrimination may be processed in accordance with the Grievance/Arbitration procedures of this Agreement, the Employer's non-discrimination policies and procedures, and/or the appropriate local, state or federal agency or court of proper jurisdiction.

Article 3
MANAGEMENT RIGHTS

- A. The Employer reserves and retains, solely and exclusively, all of its rights and responsibilities to manage the business as such rights existed according to law, except to the extent to which such rights have been abridged by provisions of this Agreement. Such rights, by way of illustration, and not by way of limitation, include the following:
1. The right to hire, discharge, or discipline for just cause, except that any employee so affected may follow the Grievance Procedure hereinafter provided.
 2. The right to take advantage of technological advances. The Union, upon request, may discuss with the Credit Union the possibility of incorporating the new technology into the Credit Union based upon any cost savings.
 3. The right to establish and implement reasonable rules and regulations. These rules and regulations shall be implemented in a fair and equitable manner.
 4. The right to establish employees working schedules. The Employer reserves the right to make such changes in the business hours, lunch periods, rest periods and working schedules of the employees as it deems advisable to efficiently operate the Credit Union, to protect its security and solvency, and to best protect the interests of its members. The Employer shall be the sole judge of what constitutes proper protection of the Credit Union's interests.
 5. The right to determine the size and location of its operations, the maintenance and order of operations, the work to be performed, and the introduction of new or improved methods and facilities.
- B. It is recognized by The Parties that the Employer is subject to the provisions of the Credit Union Act of the State of Michigan (MCLA 490.101 et seq.), as amended or as may be amended, as well as all relevant state and federal laws. In addition, The Parties also recognize that the Employer is responsible to abide by the applicable rules and regulations of the National Credit Union Administration. In the event that there is any conflict between any Article or Section of this Agreement, and said laws or regulations, the remainder of this Agreement shall remain in full force and effect, and The Parties shall immediately enter into negotiations relative to the effect of such conflict(s).
- C. Supervisors and salaried employees shall not be permitted to perform Bargaining Unit work on a regularly scheduled basis.

Article 4
UNION SECURITY AND DUES CHECKOFF

- A. It shall be a condition of employment with the Employer that all seniority employees covered by this Agreement shall be and shall remain members in good standing of Local #393, OPEIU, throughout the period of their employment.
- B. Upon signed authorization of the employees, the Employer agrees to deduct initiation fees, Union dues and general assessments from the employee's monthly pay, beginning with the first month after the employee achieves seniority, and remit to the duly authorized representative of Local #393, OPEIU, within ten (10) business days. It shall be the responsibility of Local #393, OPEIU, to designate to whom such remittances shall be made and also to certify the amount of any assessment or deduction over and above regular monthly dues.
- C. In the event that an employee loses his/her status as a member in good standing the Union shall send a notice to said employee allowing at least ten (10) business days for the employee to become current in payment of dues and initiation fees that are uniformly required. The notice shall inform the member that they will be withdrawn from membership and will be subject to the termination of their employment if they fail to become current in their dues and initiation fee obligation by a date certain. If the employee fails to become current within that timeframe, the Union will send written notice to the Employer, who shall then terminate the employee.
- D. The Union will hold the Employer harmless and free from liability and indemnified for any costs or attorneys fees incurred (or provide legal representation for the Employer) in the defense of any claim or action arising from the execution of any provision of this Article at the direction of the Union.
- E. The Treasurer of Local #393, OPEIU, shall be the sole authorized representative of the Union for the purpose of certifying any change in dues or fees to be deducted by the Employer under this Article. The Employer shall not be responsible for any change in dues or fees to be deducted pursuant to this Article unless it receives a minimum thirty (30) day notice of such change from the Treasurer.

Article 5
UNION REPRESENTATION

- A. The Union shall select Union Stewards who must be employees of United Bay Community Credit Union to represent the employees of the Credit Union. The Union shall make a reasonable effort to ensure that a Steward is selected from amongst its members at each branch location. The names of the Stewards shall be given in writing to the Employer by an officer of OPEIU within thirty (30) days from the date Stewards are selected.
- B. A Union Steward may have a witness, either the aggrieved party or the other Steward, at all times when discussing any grievance or issue governed by this Agreement with the Employer or any of its officers.
- C. When an employee is requested to meet with a supervisor or manager for the purpose of imposing a discipline, or to solicit information that could lead to discipline (investigatory interview), any Bargaining Unit employee may, upon request, have a Union Steward present for the purpose of disciplinary action. When it is apparent discipline will be imposed, the Employer shall inform the employee(s) involved that participation by a Union Steward may be requested, and, if the presence of a Union Steward is requested, the conversation will not continue until a Union Steward is present. At that point, the Employer will advise the employee and the Union Steward of the discipline contemplated and the reason(s) for the discipline, or the information being sought.
- D. In carrying out the steps of the grievance procedure, it may be necessary for an employee and/or a Union Steward to be released from work for the investigation or discussion of a grievance. The Union Steward must obtain the approval of the Employer before engaging in any grievance-related meeting with an employee, and must return to his/her work area promptly upon completion of the meeting. The Employer will not deny or delay the request for a grievance-related meeting unreasonably, and such meeting shall not be delayed beyond twenty-four (24) hours after the employee's request. Any meeting called pursuant to the grievance procedure will be scheduled at a mutually convenient time which will not cause any disruption of the work of the employee(s) involved in the meeting, and does not adversely affect the Employer's operations. All grievance-related meetings between a Union Steward and any employee must be of reasonable duration, and will be without loss of pay if the meeting takes place during the normal work hours of the Steward and/or the employee(s).

Article 6
NO STRIKE / NO LOCKOUT

- A. During the term of this Agreement, the Union shall not, under any circumstances, encourage, condone, cause, authorize or take part in any work stoppage, sit-down, slow-down, strike, or any curtailment of work by its members at the Employer's facilities.
- B. Any employees' participation in any activity in violation of the above provision shall be cause for discipline, up to and including discharge. Any discipline imposed under this provision shall be subject to the grievance procedure.
- C. The Union agrees that it will, without delay, exert itself to the fullest extent to bring about a quick termination of any work stoppage in violation of this Article and will encourage employees to return to work and resume normal operations.
- D. The Employer agrees that there will be no lockout during the life of this Agreement.
- E. The Parties reserve the right to seek injunctive relief and/or monetary damages in the event of a violation of this Article.

Article 7
SENIORITY

- A.
1. New employees in Bargaining Unit positions shall be required to work as probationary employees for a period not to exceed 385 work hours after which their seniority shall be as the date of hire.
 2. During their probationary periods, probationary employees shall be employed at the will of the Employer without any rights under Article 10 (Grievance Procedure).
 3. The Employer may extend the probationary period by 160 work hours upon written explanation of the need for the extension to the Union and the employee.
 4. Employees shall be members in good standing with the Union upon acquiring seniority. Their names shall be placed on the seniority list the date they enter the Union.
- B. Seniority shall be broken for the following reasons:
1. Employee quits or retires.
 2. Employee is discharged for just cause.
 3. If the employee is absent 3 days without notifying the Employer, unless a satisfactory reason is given.
 4. If the employee fails to report to work within 3 days after the expiration date of leave of absence or a scheduled vacation, unless a satisfactory reason is given.
 5. If the employee is laid off for a continuous period equal to seniority acquired at the time of such layoff, or for 36 months, whichever is less.
 6. If the employee is on a medical leave of absence for a continuous period longer than twenty-four (24) months for those employees with less than five (5) years of seniority, or forty-eight (48) months for those employees with five (5) years or more seniority.
 7. Cancellation by insurance company of surety bond for any reason. In the event the bond was cancelled due to inaccurate information supplied by the Credit Union, the Credit Union shall, in a timely manner, inform the insurance company and request that the bond be reissued.

8. If the employee accepts employment while on a leave of absence unless by mutual Agreement of The Parties.
9. If the Employer subsequently discovers that the employee intentionally falsified information on his/her employment application that would have prevented the hiring of the individual.

Article 8
LAYOFF AND RECALL

A. **Procedure.** Layoffs, reductions in hours, and recalls will be implemented according to the procedures described below.

1. **Layoffs.** Whenever the Employer determines a reduction in the workforce is necessary, the number of hours and the number of employees to be affected will be determined by the Employer in accordance with the provisions of this Section.

- a. The Employer shall first seek volunteers for layoff on the affected shift. A seniority volunteer who accepts the layoff or reduction in hours does so for a specific time period as determined by Agreement of the employee and Employer, and she/he shall have no transfer rights during such period. An employee's seniority will continue for a maximum of one year while on a voluntary layoff. After one year seniority will be frozen. If there is an excess of volunteers, then selection will be by seniority (highest to lowest).
- b. If there is still a need to reduce staffing levels, the Employer will then reduce the scheduled hours and/or terminate the employment of seasonal employees.
- c. If there is still a need to reduce staffing levels, the Employer will then reduce the scheduled hours, and/or terminate the employment of Student Employees.
- d. If there is further need to reduce staffing levels, the Employer will layoff those part-time probationary employees first, then full-time probationary employees.
- e. If there is further need to reduce staffing levels, the Employer will then layoff seniority part-time employees. Selection will be made in inverse (lowest to highest) order of Bargaining Unit seniority.
- f. If there is further need to reduce staffing levels, the Employer will then layoff seniority full-time employees. Selection will be made in inverse (lowest to highest) order of Bargaining Unit seniority.
- g. In the event that two or more employees have the same Bargaining Unit seniority date, their relative seniority shall be determined alphabetically by last name (A being considered the most senior, Z being the least). The employee's last name at the time of hire shall be determinative. Employees with a hyphenated last name will have their relative seniority determined by the last name after the hyphen.

- B. **Position Transfers.** In the event of the elimination of a position which results in a reduction in force, the following transfer procedure will be used:
1. Seniority employees who receive notice of the elimination of their position shall be transferred to another position held by the least senior Bargaining Unit employee with the same status (e.g. part-time or full-time).
 2. The transferred employee shall assume the shift and schedule of the displaced employee. A displaced employee shall have position transfer rights under section B.1 of this Article.
 3. In the event the former position of the transferred employee becomes available, the Employer shall return the transferred employee to his/her former position.
- C. **Notification of Layoff; Pay at Layoff.** In the event of an involuntary layoff of seniority employees, the employees shall receive the equivalent of five (5) days wages.
- D. **Recall from Layoff.**
1. When the Employer determines to recall laid off employees, seniority employees shall then be recalled in inverse order of layoff priority as described in Section A of this Article.
 2. Notice of recall shall be by certified mail, return receipt requested, restricted delivery, to the employee's last known address, at least two (2) weeks prior to the date that the employee is scheduled to return to work. The Employer shall provide a copy of all notices of recall to the Union.
 3. It is the exclusive responsibility of the employee to keep his/her telephone number and address current with Human Resources. Failure to do so by the employee shall constitute a waiver by the employee of his/her right to recall. It is the employee's responsibility to send a certified letter, with return receipt requested, to Human Resources confirming their address and phone change.
 4. In the event that a laid off employee finds other gainful employment and would not accept a recall from layoff, the employee shall notify Human Resources, in writing by certified letter, and their name shall be withdrawn from the recall roster.
 5. In the event a laid off employee declines reinstatement or recall from layoff, or does not return to work on the date that she/he has been scheduled to report to work, unless due to unforeseen circumstances resulting in an approved leave of absence, the employee shall be deemed

to have voluntarily resigned or quit his/her employment, and the Employer's employment obligation to such laid off employee shall cease.

6. Seniority full-time employees shall not be required to accept temporary or part-time work to retain their seniority and recall rights in a reduction in the workforce.

E. **Insurance Coverage.** Unless otherwise agreed between the Employer and the affected employee, the insurance coverage for employees who are laid off will be continued for the month in which the layoff occurs plus one month.

Article 9
JOB POSTING AND BIDDING

- A. All job openings shall be posted for three (3) workdays. The posting shall indicate the position title, branch location, department, hours of work, major job duties, and qualifications for the position. For all lateral postings (where positions are moved from one branch to another with no increase or decrease in employees or positions, and where there is no modification to any position status), employees may only apply for positions within their status (e.g., full time and part time). Employees taking vacation, or any leave under this Agreement, may pre-apply for any and all positions that become available and are posted during said vacation or leave; provided that the employee is scheduled to return to work within fourteen (14) business days or by the anticipated commencement of the job duties, whichever is later. Selection shall be based upon seniority and job performance requirements.
- B. A Bargaining Unit employee hired into a new position shall have a trial period of forty-five (45) calendar days during which the Employer may, for just cause, return, or the Employee may elect to return, to his/her former position without loss of seniority.
- C. A Bargaining Unit employee promoted outside of the Bargaining Unit may, within forty-five (45) calendar days, return to his/her former Bargaining Unit position with seniority, if the former position is available. After forty-five (45) calendar days, the employee may only return to the Bargaining Unit at the Employer's sole discretion and without seniority.

Article 10
GRIEVANCE PROCEDURE

A. Definitions.

1. A grievance shall be defined as an alleged violation, misinterpretation or inequitable application of a specific Article and Section of this Agreement. If the employee or Union seeks redress in a forum outside of the grievance procedure, the arbitrator must consider any such awards as off-setting any make-whole remedy in his/her award.
2. Whenever the singular is used, it shall include the plural.
3. Wherever "notice" is used, it is meant that such notice be either a written notice, an e-mail or a fax form of communication with receipt requested.
4. The term "days" in this Article shall mean business days, excluding Saturdays, Sundays and paid holidays as defined in Article 18, Holiday Pay.
5. In the absence of the Human Resources Manager, the CEO is the point of contact.

B. General Provisions.

1. A grievance may be withdrawn at any time by the Union.
2. If notice of a grievance is submitted, it must specify the following: the Step of the Grievance process, the section(s) of the contract violated, the employee(s) involved, and the remedy requested. If the grievance is denied at any step requiring a written response, the reason(s) and rationale for the denial will be noted.
3. Hearings and conferences under this procedure shall be conducted at a mutually agreeable time.
4. Failure by either party to respond at any step of this procedure within the specified timelines shall result in the grievance being advanced to the next step. The Union shall be responsible to update the Employer regarding the current Step of the grievance.
5. The time limits expressed in any Step of this procedure may only be extended by notice of mutual Agreement and signed by the Union, Management, and for Step 3, the Personnel Committee.

- C. **Grievance Procedure.** Except as otherwise provided in this Article, all grievances shall be processed in the following manner:

Policy/class action grievances shall be defined as any grievance affecting the entire Bargaining Unit, or brought by the Union on behalf of a group of Bargaining Unit employees concerning the terms of this Agreement. Policy/class action grievances shall begin at Step 2 of the Grievance Procedure.

Step 1: In any event other than termination, an individual employee having a formal grievance shall first verbally discuss the matter with their immediate supervisor, and with a Union Steward. The verbal discussion must take place within ten (10) business days of the discovery by the aggrieved party of the act or condition which is the basis of the grievance. The failure of the employee to verbally discuss the grievance with the immediate supervisor shall bar further processing of the grievance by either the Union or the employee until this step is completed.

Step 2: In the event the matter is not resolved at Step 1, the grievance must be reduced to writing by the Union, including identification of which Step number in the grievance process, the name(s) of the grievant(s), the contract article(s) allegedly violated, and the relief requested, and must be submitted to the Human Resources Manager within ten (10) business days following the decision the immediate supervisor renders following the Step 1 meeting. Within ten (10) business days after receiving the notice of grievance, the Human Resources Manager shall render a notice of response to the grievance.

Step 3: Within ten (10) business days after receiving the Step 2 answer, an appeal from the decision may be made to the Personnel Committee. The notice of appeal shall be submitted to the Human Resources Manager and shall include an acknowledgment of receipt of the Step 2 response. The Human Resources Manager will be responsible for scheduling the meeting between the Personnel Committee, the Union Representative, not more than two union Stewards and Management. The Personnel Committee shall function with the full authority of the Board of Directors and shall be comprised of at least three (3), but not more than five (5), members of the Board of Directors. The Committee shall notify the Union of other representatives, as it desires. The Personnel Committee shall make every reasonable effort to convene within ten (10) business days after receipt of the appeal to the Personnel Committee. The notice of acceptance or denial with reason and rationale noted, to the grievance shall be rendered to the Union, and Management within ten (10) business days after the meeting by the Personnel Committee.

Step 4: If the grievance is not satisfactorily resolved in Step 3, either party shall have ten (10) business days after the Personnel Committee's response in Step 3 answer, to appeal to arbitration by providing notice to the other party. The Union's notice of appeal to arbitration shall be given to the

Chief Executive Officer, with a copy to the Human Resources Manager and Personnel Committee. Management's notice of appeal to arbitration shall be given to a Union Steward with a copy to the Local Union's President and the Personnel Committee. An appeal to arbitration which is untimely under the preceding provision will not be arbitral and will deprive the arbitrator of jurisdiction to hear the grievance.

The Party requesting arbitration shall petition the Federal Mediation and Conciliation Service ("FMCS") for a panel of seven (7) arbitrators to hear and decide the issue. Upon receipt of the panel, The Parties shall have fourteen (14) days to select the arbitrator. The Parties shall alternately strike names from the panel until only one name remains (the first strike to be determined by lot). The last remaining person shall be the assigned arbitrator to conduct the hearing. In the event that one party is unwilling or unable to engage in the selection process within the fourteen (14) day period, the other party shall select the arbitrator from the panel.

All arbitration hearings shall be conducted in accordance with the rules and regulations of the FMCS. The decision of the arbitrator shall be final and binding on both parties and fully enforceable in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be split equally between the Union and the Employer. Each party shall be responsible for its costs of counsel, witnesses, etc. The arbitrator shall have no power to add to, subtract from, alter, amend, or change any provisions of this Agreement, or violate any State or Federal law or regulation.

D. Union Participation.

Any union participant involved in any step within the Grievance Procedure will not incur a loss of pay.

The aggrieved party and the union steward may participate in the verbal discussion required in Step 1.

Prior to Step 3 meeting, the grievant, not more than two union stewards along with Representation from the Executive Board and/or the International Representative of OPEIU may meet up to one hour prior to discuss and review the grievance to the Personnel Committee meeting.

At Step 3, the aggrieved party, not more than two union stewards and any OPEIU representatives will meet with the Personnel Committee and management. During the management presentation, the aggrieved party will be asked to step out.

At Step 4, the aggrieved party and not more than two union stewards may participate in the arbitration hearing.

If a single grievance involves more than one (1) employee, and involves the same issue (such as a class grievance), no more than one (1) representative employee will be released for participation in the grievance meetings prior to arbitration.

Article II
HOURS OF WORK

- A. For every 8 hours worked, each employee will also receive a ½-hour unpaid lunch period.
- B. The standard workweek shall be 40 hours worked per week (Monday through Friday).
- C. The employee's work schedule shall be fixed by the Employer at the discretion of Management. The Employer reserves the right to make such changes in the business hours, lunch periods, rest periods and working schedules of the employees as it deems advisable to efficiently operate the Credit Union, to protect its security and solvency, and to best protect the interests of its members. The designated operating officials shall be the sole judges of what constitutes proper protection of the Credit Union's interests. Modifications to lunch periods, rest periods, and working schedules of employees shall not be unreasonable.
- D. Under normal operating conditions, it is the position of the Board of Directors that the above paragraph will not be used as a basis for changing work assignments, working hours or lunch periods on an everyday basis.
- E. Employee breaks will be determined as follows:
 - Every one (1) hour worked = 5 minutes break
 - 6 or less hours worked = no lunch
 - More than 6 hours worked = 30-minute unpaid lunch, as mutually agreed upon
 - Eight (8) hours worked = unpaid 30-minute lunch + two 20-minute paid breaks
- F. The employee will have the option of scheduling either the morning and/or the afternoon rest period contiguous with the lunch period. The Employer may cancel this option for good and sufficient reason.
- G. Employees are not restricted from leaving the Employer's premises during lunch or rest periods.
- H. Employees will not be required to shorten rest periods or lunch period to accommodate accelerated member traffic, but may volunteer to do so.
- I. Under normal circumstances, the Employer shall post the Saturday and following week's schedule by 4:55 p.m. on each Wednesday.
- J. Any employee called into work shall receive four (4) hours of pay at their regular rate of pay.

Article 12
PART-TIME EMPLOYEES

- A. Part-time employees will have a normal work schedule of not more than twenty-five (25) hours each workweek. Such scheduled work hours do not include training time, staff meetings, and replacing employees who are not physically present.
- B. If there are fewer than 17 full-time Bargaining Unit employees the ratio for part-time shall be a maximum of 25% of full-time. If there are 17 or more full-time Bargaining Unit employees, the maximum number of part-time Bargaining Unit employees allowed shall be determined by the following chart:

Number of Full-Time Bargaining Unit Employees	Allowed Part-Time Bargaining Unit Employees
17	10
18	11
19	11
20	11
21	11
22	12
23	12
24	12
25	12
26	13
27	13
28	13
29	13
30	14
31	14
32	14
33	14
34	15

- C. Part-time employees as of July 18, 2012 will have at least one scheduled day off per week (Monday through Friday), unless by mutual Agreement. If business needs require the need for additional part-time staff, employee volunteers will be sought; if there are no volunteers, part-time employees will be scheduled in inverse seniority order. Part-time employees hired after July 18, 2012, will be scheduled based on business needs, and will not be guaranteed a day off.
- D. Part-time employee breaks:
- Every one (1) hour worked = 5 minutes break
 - 6 or less hours worked = no lunch
 - More than 6 hours worked = 30-minute unpaid lunch, as mutually agreed

- Eight (8) hours worked = unpaid 30-minute lunch + two 20-minute paid breaks

E. Benefits provided in this contract consisting of insurances and personal days shall not apply to part-time employees unless otherwise indicated.

Article 13
SEASONAL AND STUDENT EMPLOYEES

- A. Definitions.
1. "Seasonal Employee" means an employee who is employed only during the months of May, June, July, August, September and December, and the first two (2) weeks of January.
 2. "Student Employee" means an employee who is enrolled in high school or with a minimum of six (6) credits in a vocational training program or college per semester, excluding Spring and Summer semester. The Union may confirm status through a request to Human Resources.
- B. Seasonal employees and Student Employees are not covered by this Agreement.
- C. The employment of Seasonal employees and Student Employees will not result in the layoff of Bargaining Unit employees.
- D. Seasonal employees may only work during seasonal months. Seasonal employees may not work over forty (40) hours per week or eight (8) hours per day, unless all eligible Bargaining Unit employees have declined to work the available hours in excess of their normal scheduled hours. There shall be no more than five (5) Seasonal employees to be used throughout the organization.
- E. Student employees may not work over twenty-five (25) hours per week or eight (8) hours per day, unless all eligible Bargaining Unit employees have declined to work the available hours in excess of their normal scheduled hours. There shall be no more than five (5) Student employees to be used throughout the organization. If business needs dictate, in the event a student employee cannot work 25 hours in a work week, those hours will be filled by part-time union employees, in seniority order. If there are no volunteers, part-time union employees will be scheduled in inverse seniority order.

Article 14
OVERTIME AND EQUALIZATION OF HOURS

- A. During the work week of Monday through Friday, extra hours and overtime will be offered to Bargaining Unit employees by position, in seniority order (highest to lowest), within the same branch. In the event there are not enough volunteers to perform the required work, the Employer may mandate work in inverse seniority order (lowest to highest), by position within the same branch.
- B. Available Premium work hours on Saturday and Sunday ("Weekend") shall be equalized among seniority employees. Employee branch placement will be by seniority pursuant to the following process:
1. Included in the calculation of the equalization of Premium work hours will be all accumulated overtime hours worked (Monday through Friday), and all accumulated Premium hours worked during the period of June 1 – May 31 of each year.
 2. An employee may refuse an offer of Weekend Premium hours and shall be "charged" with the hours. Charged hours shall be added to the employee's accumulated Premium hours worked for purposes of calculation of the equalization of Premium work hours.
 3. In the event that there are not enough volunteers to perform the available Weekend Premium work hours, the employee(s) with the highest Charged hours must work the available Weekend Premium Saturday work hours. In the event that two or more employees have the same number of Charged hours, the employee(s) with the least seniority must work the available Weekend Premium work hours.
- C. No employee with a scheduled personal or vacation day attached to a weekend or holiday will be forced to work that Saturday or Sunday.

**Article 15
VACATION DAYS**

A. VACATION DAYS

1. Employees will earn paid vacation at the following rates:
 - Less than one year completed0 days*
 - 1 year to 2 years completed5 days
 - 2 years to 7 years completed10 days
 - 7 years to 15 years completed15 days
 - 15 years and over.....20 days

*At Management's discretion, an employee can request to take unpaid time off.

2. Vacations will be calculated based on the employee's seniority date and based on actual hours worked in the previous calendar year.

	Accrual Rate							
Date Range	Jan 1-15	Jan 16-31	Feb 1-15	Feb 16-28	Mar 1-15	Mar 16-31	Apr 1-15	Apr 16-30
Vacation Proration	5	4.58	4.58	4.16	4.16	3.75	3.75	3.33
Actual days accrued	5	5	5	4	4	4	4	3

Date Range	May 1-15	May 16-31	Jun 1-15	Jun 16-30	Jul 1-15	Jul 16-31	Aug 1-15	Aug 16-31
Vacation Proration	3.33	2.92	2.92	2.5	2.5	2.08	2.08	1.66
Actual days accrued	3	3	3	3	3	2	2	2

Date Range	Sept 1-15	Sept 16-30	Oct 1-15	Oct 16-31	Nov 1-15	Nov 16-30	Dec 1-15	Dec 16-31
Vacation Proration	1.66	1.25	1.25	0.83	0.83	0.42	0.42	0
Actual days accrued	2	1	1	1	1	0	0	0

3. Prorating guidelines for Leave of Absence and Termination of Employment based on above schedule.

An employee must work 32 weeks or more in order to receive 100% of the vacation allowance

Employees who worked at least 22 weeks but less than 32 weeks in the previous calendar year shall receive 80% of his/her maximum vacation.

Employees who worked at least 16 weeks but less than 22 weeks in the previous calendar year shall receive 60% of his/her maximum vacation.

Employees who worked at least 12 weeks but less than 16 weeks in the previous calendar year shall receive 50% of his/her maximum vacation.

Employees who worked less than 12 weeks in the previous calendar year shall receive no vacation.

Examples of Pro-rating Full-Time Employees' Vacation Days

Employee #1

Hire Date: February 2, 2007
Paid vacation days available
January 1st of each year.
2007 – 0 days
2008 – 5 days
2009 thru 2013 – 10 days
2014 thru 2021 – 15 days
2022 – 20 days

Employee #2

Hire Date: June 15, 2007
Paid vacation days available
January 1st of each year.
2007 – 0 days
2008 – 3 days
2009 – 8 days
2010 thru 2013 – 10 days
2014 – 13 days
2015 thru 2021 – 15 days
2022 – 18 days
2023 – 20 days

Employee #3

Hire Date: August 8, 2007
Paid vacation days available
January 1st of each year.
2007 – 0 days
2008 – 2 days
2009 – 7 days
2010 thru 2013 – 10 days
2014 – 12 days
2015 thru 2021 – 15 days
2022 – 17 days
2023 – 20 days

Employee #4

Hire Date: October 20, 2007
Paid vacation days available
January 1st of each year.
2007 – 0 days
2008 – 1 day
2009 – 6 days
2010 thru 2013 – 10 days
2014 – 11 days
2015 thru 2021 – 15 days
2022 – 16 days
2023 – 20 days

4. Vacations are subject to the approval of the Credit Union. Once scheduled, vacations may only be cancelled by the employee or Credit Union for emergency situations. In the event it becomes necessary to cancel a vacation, the Credit Union shall solicit volunteers. If a sufficient number of employees do not volunteer, employees shall have their vacation cancelled in inverse order of their seniority. In the event that a vacation is cancelled, the Credit Union shall reimburse the employee for all lost deposits and expenses of the employee's family caused by such action. The employee shall provide evidence of such expenses to the Credit Union. Additionally, in the event that

an employee is unable to re-schedule such vacation, the Credit Union shall pay the employee in lieu of the vacation.

5. All vacations with pay shall be granted at the rate the employee is receiving at the time the vacation is taken. All fringe benefits granted to working employees shall apply to vacation pay.
6. Vacations shall be arranged on the basis of seniority. Vacation Days are scheduled January 1st through March 31st, based on availability with the exception of the day before and the day after the holiday, which is based on seniority. The vacation selection process must be completed by March 31.
7. If a holiday falls during an employee's vacation period, such holiday will not be counted as a vacation day. The vacation day may be added to the vacation period or rescheduled.
8. Any employee who quits with two (2) weeks notice or is laid off shall receive accrued vacation pay. Employees that are discharged for just cause shall not be entitled to be paid for any unused or accrued vacation.
9. In case of an employee's death, payment of accrued vacation pay shall be made to the legal heir (s) of the employee or the employee's estate.
10. No more than 20% (rounded up or down to nearest whole number) of the Bargaining Unit employees may be scheduled off on vacation and/or personal days on the same day. Any employees out on a Leave of Absence will count against any unscheduled vacation and/or personal days. However, regardless of the above ratio, no more than three (3) Bargaining Unit employees may be scheduled off on vacation and/or personal days on the same day in the Loan Department. Total number of employees allowed to be scheduled off on vacation and personal time at the same time will be determined by the following chart:

Number of Employees	20% scheduled	Number of Employees	20% scheduled
4 - 7	1	33-37	7
8 - 12	2	38-42	8
13 - 18	3	43-47	9
19 - 22	4	48-52	10
23 - 27	5	53-57	11
28 - 32	6	58-60	12

11. Any employee entitled to vacation must take at least five (5) consecutive business days, per auditing guidelines, for safety and soundness. It is understood that the remaining days may only be scheduled on days which have not already been scheduled by 20% of employees.

12. If personal days have been exhausted and an employee calls off, any future scheduled vacation days must be used to cover the absence.
13. Any float vacation days cannot be scheduled until the vacation book has gone to all union employees; once written, they cannot be changed.
14. Any Vacation days not taken prior to December 31st will be forfeited.
15. Part-time employees with at least one year, but less than five years seniority, shall be granted 5 days of paid vacation. Part-time employees with five years or more seniority shall be granted 10 days of paid vacation. Part-time employees shall receive 25 hours pay for each week of paid vacation.
16. Employees shall not be forced to use vacation days while on any leave of absence covered under this Agreement. While on a leave of absence, an employee may choose to exchange up to five (5) vacation days for five (5) personal days and may break them up as allowed.
17. If an employee's status changes from part-time to full-time, in the year of the status change the earned vacation days will remain the same; also, in the change year, the full-time vacation hours will be prorated for the remainder of the year. In the following calendar year, the vacation days will be based on the full-time schedule.
18. If an employee's status changes from full-time to part-time, in the year of the status change the earned vacation days remain the same; the following year will be based on the part-time vacation schedule.

**Article 16
PERSONAL DAYS**

1. Full-time employees will earn the following personal day allowance based upon their seniority date of hire.
 - 6 months to 1 year3 days
 - 1 year to 3 years5 days
 - 3 years to 5 years10 days
 - Over 5 years14 days
2. An employee may use earned personal days in ½ day increments.
3. An employee may use three personal days in 1-hour or more increments, with prior approval by supervisor before submitting request to Human Resources. Additionally, one Personal hour, within the three incremental Personal Hour Days, can be divided into four 15-minute increments.
4. If an employee does break three Personal Days into incremental hours and still needs additional time off in hour increments, they must be paid out the entire eight (8) hours at straight time and cannot be used at a later date.
5. No more than 20% (rounded up or down to nearest whole number) of employees may be off on personal and/or vacation days on the same day except in the case of an emergency. Any employees out on a Leave of Absence will count against any unscheduled vacation and/or personal days. However, regardless of the above ratio, no more than three (3) Bargaining Unit employees may be scheduled off on vacation and/or personal days on the same day in the Loan Department. Total number of employees allowed to be scheduled off on vacation and personal time at the same time will be determined by the following chart:

Number of Employees	20% scheduled	Number of Employees	20% scheduled
4 - 7	1	33-37	7
8 - 12	2	38-42	8
13 - 18	3	43-47	9
19 - 22	4	48-52	10
23 - 27	5	53-57	11
28 - 32	6	58-60	12

6. Personal days (full or half) must be phoned into the designated Management representative at least 1-½ hours prior to the time the employee is scheduled to report to work. If an illness or other emergency requiring the use of a personal day occurs subsequent to 1-½ hours, it is to be phoned in immediately.

7. Unused personal days shall be paid the first full pay period of the following year.
8. Employees are entitled to the full complement of personal days in the schedule above, to be front-loaded on each January 1st, based upon their appropriate seniority date falling during such calendar year.
9. Personal Days are scheduled January 1st through March 31st, based on availability, with the exception of the day before or after a holiday, which is based on seniority.
10. Any employee who quits with two (2) weeks notice or is laid off shall receive any unused personal days/hours. Employees that are discharged for just cause shall not be entitled to be paid for any unused or accrued personal days.
11. While on a leave of absence, an employee may choose to exchange up to five (5) vacation days for five (5) personal days and may break them up as allowed.

Article 17
OVERTIME PAY

- A. Time-and-one-half shall be paid for all hours worked (including Holiday Pay) in excess of 40 hours in any work week. Employer may not modify an employee's schedule in order to avoid the payment of overtime.
- B. Time-and-one-half shall be paid for all work performed on Saturday.
- C. Double-time will be paid for all work performed on Sunday.
- D. Double-time will be paid for all work performed on a holiday in addition to the Holiday Pay.

New

MEMORANDUM OF UNDERSTANDING
Article 18
LEAVES OF ABSENCE

A. Types of Leaves of Absences

1. Personal Leave of Absence: Any employee with 1 year or more of seniority may be granted an unpaid leave of absence for personal reasons not to exceed 30 days upon application of the employee to the Employer. By mutual Agreement, such leave may be extended. Seniority shall accumulate during such leave.

An employee with at least 1 year of seniority may apply for Infant Care Leave. Such leave must be continuous to the leave granted due to the disabling aspects and/or termination of pregnancy. Such leave can not exceed 6 months and is subject to the approval of the Employer.

2. Medical Leave of Absence: An employee who is ill or disabled and unable to work supported by a physician certification, will be granted a medical leave of absence. Additionally, the Employer will make reasonable accommodation under the American with Disabilities Act (ADA), for employees that are unable to perform their normal duties, but may be able to perform productive work for the Credit Union. Seniority shall accumulate during such leave of absence. The employee will be returned to her/his regular position at the conclusion of the medical leave if the leave is less than or equal to twenty-four (24) months for employees with less than 5 years of service, or thirty-six (36) months for employees with 5 years or more of service. If an employee on a medical leave of absence can not return to work within the timeframe noted above, an extension may be requested in writing, after which the employee's seniority shall be broken.
3. Union Leave: Any employee elected to a permanent office in, or as a delegate to, any labor activity, necessitating a leave of absence shall be granted such leave not to exceed one year. Seniority shall accumulate during such leave. Such leave of absence shall be granted when requested in writing by the Union. Employees will not be required to use Personal and/or Vacation Days during this absence.
4. Military Leave: Bargaining Unit employees will be granted an unpaid leave of absence for military service in accordance with applicable state and federal statutes. This includes Bargaining Unit employees who are members of any reserve component, reserve officers or members of the National Guard who are called to, or enter, active duty.
5. Family Medical Leave of Absence (FMLA): The Credit Union shall abide by all terms and conditions of the Family and Medical Leave Act.

6. Bereavement Leave:

a. The Employer agrees to grant an employee 5 days of absence with pay in the event of a death in the employee's immediate family. Immediate family is defined as:

- Children (including legally adopted)
- Father (including legally adoptive)
- Mother (including legally adoptive) and
- Current Spouse

b. The Employer agrees to grant an employee 3 days of absence with pay in the event of a death of a current:

- Brother
- Sister
- Half Siblings
- Son-in-Law
- Daughter-in-law
- Mother-in-law
- Father-in-law
- Grandparents
- Grandchildren

• Brother-in-law

• Sister-in-law

• Grandparents-in-law

• Step-parents

• Step-children

• Step-siblings

c. ~~Non-Immediate Family and Close Friends: In limited and unusual circumstances, paid funeral leave may be provided to attend the funeral of a non-immediate relative or close personal friend (limited to 1 day per year and requires CEO approval)~~

d. In the event of death which qualifies an employee for bereavement pay while an employee is on vacation, bereavement pay shall be granted upon notification to the Employer and this leave shall be excluded from the vacation period. Mutually agreeable arrangements between the Employer and Employee shall be made to complete the employee's vacation schedule.

e. Bereavement leave must be used within six (6) months of the date of the notification of death. Bereavement Leave time off must be written in the Vacation Book and cannot be taken on days which have met the 20% maximum, with the exception of scheduled memorial services.

- f. Employees may request more time off without pay. When on a leave due to a death of the employee's children or spouse, the Employer agrees to continue all paid benefits for a maximum of 30 days as though the employee were at work.
- g. Bereavement Pay for part-time employees will be paid at the rate of five (5) hours per day.

B.

- 1. All leaves of absence must be applied for in writing, and must be granted in writing, specifying the beginning and ending date of such leave, signed by the Employer and the employee requesting the leave. The original is to be retained by Human Resources and a copy given to the employee.
- 2. Any employee on leave may return to work in line with her/his seniority upon the expiration date of the leave or before.
- 3. In no case shall a leave of absence be held valid if an employee accepts work from another Employer during the time of such leave, unless mutually agreed upon between the Employer and the employee before such leave starts.
- 4. It shall be the duty of the employee to keep the Employer notified of her/his proper address and telephone number at all times.
- 5. While on a leave of absence, an employee may choose to exchange up to five (5) vacation days for five (5) personal days and may break them up as allowed.

The parties have voluntarily and knowingly entered into this Memorandum of Understanding.

This Memorandum of Understanding is going forward, starting December 1, 2020.

For the Union OPEIU Local 393: For United Bay Community Credit Union:

<u>Lynda Eckstrom</u> 11/24/20	<u>Leslie Webb</u>
Lynda Eckstrom Date	Leslie Webb Date
President, OPEIU Local 393	HR Manager, UBCCU
<u>Kellie Kukla</u>	<u>Sherry Lightner</u>
Kellie Kukla Date	Sherry Lightner Date
Chief Union Steward 12/14/20	Union Steward

MEMORANDUM OF UNDERSTANDING

**Article 19
HOLIDAY PAY**

A. All full-time Employees shall be paid 8 hours at their regular rate of pay for the following holidays:

- New Year's Day
- ~~Martin Luther King Day~~
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

B. An Employee must have ninety (90) days seniority to qualify for holiday pay.

C. Holiday pay not worked shall not be counted in the calculation of overtime.

D. Holiday Pay will not be paid during an unpaid Leave of Absence. "Unpaid" refers to time off with no pay from UBCCU payroll, even though disability may be received by the employee.

E. Holiday Pay for part-time employees will be paid at the rate of (8) hours per day.

The parties have voluntarily and knowingly entered into this Memorandum of Understanding.

This Memorandum of Understanding is going forward, starting December 1, 2020.

For the Union OPEIU Local 393: For United Bay Community Credit Union:

Lynda Ekstrom

Lynda Ekstrom Date 11/24/20
President, OPEIU Local 393

Kellie Kukla
Kellie Kukla Date 12/10/20
Chief Union Steward

J Webb

Leslie Webb Date
HR. Manager, UBCCU

Sherry Lightner
Sherry Lightner Date
Union Steward

MEMORANDUM OF UNDERSTANDING

On November 1, 2021, OPEIU Local 393, represented by Lynda Eckstrom (President), Sherry Lightner (Steward), Kellie Kukla (Chief Steward) and Dawn Yamosy (Steward), and UBCCU Management consisting of Diane Abbonizio, CEO and Leslie Webb, VP People Strategy agreed to the following changes in the CBA language, Article 20: Wages & Bonuses:

Wages and Bonuses
Article 20

The wage scale will be as follows:


Seniority	Wage
Day 1 to year 1	16.00
Year 1	16.96
Year 2	18.15
Year 3	19.60
Year 4	20.58
Year 5	21.61
Year 6	22.26
Year 7	22.92
Year 10	23.61
Year 15	24.32
Year 20	25.05

This change is effective on January 23rd, 2022 for all Union Employees.

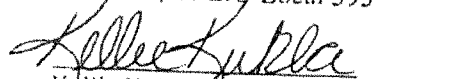
The parties have voluntarily and knowingly entered into this Memorandum of Understanding.

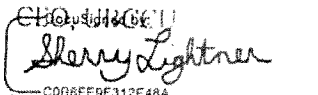
For the Union OPEIU Local 393: For United Bay Community Credit Union:

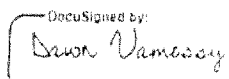
Signed Date: 01/23/2022



Lynda Eckstrom
President, OPEIU Local 393


Diane Abbonizio
CEO, UBCCU


Kellie Kukla
Chief Steward


Sherry Lightner
Steward

DocuSigned by:

Dawn Yamosy
Steward


Leslie Webb
VP People Strategy

New
12/17/2021

MEMORANDUM OF UNDERSTANDING

On November 1st, 2021, OPEIU Local 393, represented by Lynda Eckstrom (President), Sherry Lightner (Steward), Kellie Kukla (Steward) and Dawn Vamossy (Steward), and UBCCU Management consisting of Diane Abbonizio, CEO and Leslie Webb, VP People Strategy agreed to the following changes in the CBA language, Article 20: Wages & Bonuses:

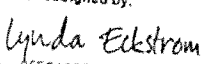
Wages and Bonuses

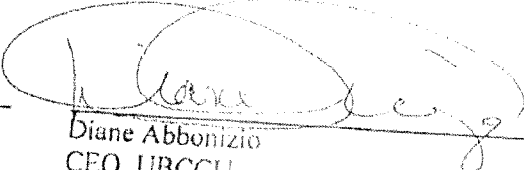
A one-time year end payroll bonus will be issued on December 17th, 2021 pay date and is non precedent setting:

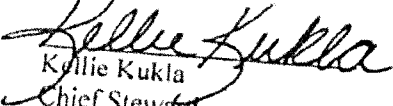
- Full Time \$1000.00
- Part Time \$650.00

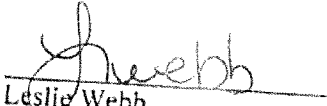
The parties have voluntarily and knowingly entered into this Memorandum of Understanding.


For the Union OPEIU Local 393: For United Bay Community Credit Union:

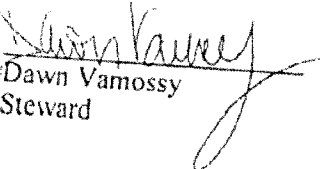
DocuSigned by:

 95FCA68BDEE47493...
 Lynda Eckstrom
 President, OPEIU Local 393


 Diane Abbonizio
 CEO, UBCCU


 Kellie Kukla
 Chief Steward


 Leslie Webb
 VP People Strategy


 Sherry Lightner
 Steward


 Dawn Vamossy
 Steward

Article 21
RETIREMENT PLANS
Amendment effective 10/1/11

401(k) Plan

- A. The Employer has adopted the "Retirement Plan for Michigan Credit Union Employees - 401(K) Savings Plan."
- B. Employees who are eligible for participation in the Plan are entitled to contributions by the Employer in the amount of 6.46% of the employee's "Weekly Compensation".

401(k) Plan Match

- A. The Employer also agrees to match 100% of the first 3% of the employee contribution.
- B. The benefit provided to Bargaining Unit employees by the Employer under this Article shall be subject to the provisions set forth in the Plan.

New
2022

MEMORANDUM OF UNDERSTANDING

On November 1st 2021 OPEIU Local 393, represented by Lynda Eckstrom (President), Sherry Lightner (Steward), Kellie Kukla (Chief Steward) and Dawn Vamossy (Steward), and UBCCU Management consisting of Diane Abbonizio, CEO and Leslie Webb, VP People Strategy agreed to the following understanding:

Article 22 INSURANCE PLANS

Effective Date: January 01, 2022

Opt Out Provision:

Employees who have chosen to opt out of our current medical plan will be provided \$250/\$300 per month, with the appropriate paperwork provided. Employees must provide proof of coverage under another plan or they will not be provided with any opt out benefit. The increase is non precedence setting.

Medical Plan:

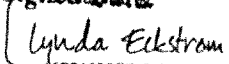
Health Savings Accounts will be funded by the Employer as follows: Single/\$800 & Family \$1600. This funding of the HSA is non precedence setting.

All union employees eligible after the Medical plan start date of January 01, 2022 will be provided a prorated amount of HSA funding by using the following calculation:

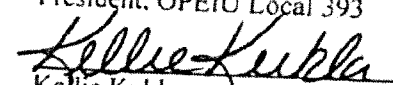
- Family Plan ($\$1600/12 = 133.33$ monthly benefit X # of eligible months through year end.
- Single Plan ($\$800/12 = 66.66$ monthly benefit X # of eligible months through year end.


The parties have voluntarily and knowingly entered into this Memorandum of Understanding and agree that it is non precedence setting.

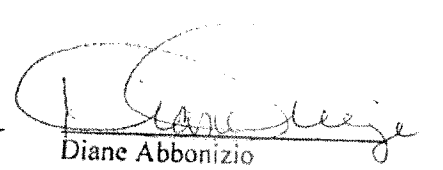
Signed Date:

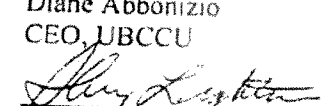

Lynda Eckstrom

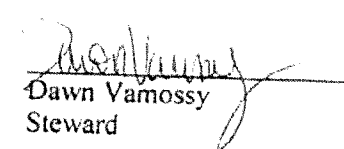
President, OPEIU Local 393


Kellie Kukla
Chief Steward


Leslie Webb
VP People Strategy


Diane Abbonizio
CEO, UBCCU


Sherry Lightner
Steward


Dawn Vamossy
Steward

Article 22
INSURANCE PLANS

- A. The Employer agrees to provide Blue Cross and Blue Shield of Michigan (PPO-E with \$10/\$20 prescription co-pays) or Blue Care Network (HMO-E) health care insurance for all full-time employees and family members during the term of this Agreement. However, spouses of employees that have comparable health insurance available through their Employer shall not be provided such coverage. The Employer agrees to pay the following:
- o "Base Plan": 100% of the premium
 - o "Buy-Up Plan": Equivalent dollar amount as is provided for the Base Plan premium
 - o "Cadillac Plan": Equivalent dollar amount as is provided for the Base Plan premium
- B. Employees subscribing to neither health care coverage nor dental coverage through the Employer shall receive \$200.00 per month. Employees subscribing to only dental coverage, but not health care coverage, shall receive \$175.00 per month.
- C. The Employer agrees to provide group life insurance coverage in the amount of \$40,000.00 for each full-time employee. The Employer agrees to pay 100% of the premiums on same, pursuant to the terms and conditions of the policy.
- D. The Employer will provide a \$7,500.00 paid-up life insurance policy to any Bargaining Unit employee hired on or before May 5, 1990.
- E. The Employer agrees to provide each full-time employee with short-term disability insurance at a benefit rate of 70% of the employee's weekly wage for 26 weeks with a maximum of \$400.00 per week, with an Elimination Period of 7 days for accident and sickness (unless hospitalized, where there is no waiting period), under the terms and conditions. The Employer agrees to pay 100% of the premium.
- F. After 26 weeks of disability, Employer agrees to provide each full-time employee with long-term disability insurance at a benefit rate of 66.66% of the employee's weekly wage with a maximum of \$1,600.00 per month. The Employer agrees to pay 100% of the premium.
- G. The Employer agrees to provide each full-time employee and family members with Delta Dental coverage. The Employer agrees to pay 100% of the premium.
- H. The Employer will provide each full-time employee with family or individual vision coverage through the Vision Service Plan (VSP) Plan B (Group Number 122125030001) for employees who do not have access to paid vision coverage through a family member. The Employer agrees to pay 100% of the premium.

- I. Part-time Bargaining Unit employees are not eligible to receive any benefit described in this Article.
- J. All benefits provided to Bargaining Unit employees by the Employer under this Article shall be subject to the provisions set forth in the applicable insurance policies.
- K. During the term of this Agreement the Employer may change insurance carriers or Plans provided that the coverage remains comparable to the "Base Plan".

Article 23
JURY AND WITNESS DUTY

- A. Any Bargaining Unit employee who is summoned or subpoenaed for jury and/or witness duty shall be granted a leave of absence to serve as required by the court, and shall inform the Employer as soon as practicable. The employee is required to be at work during his/her regularly scheduled shift when not serving as a juror or witness and to report to work immediately when excused early from such duty.

- B. Leaves of absence for jury and/or witness duty for federal, state and/or county court shall be with full pay for any hours he/she otherwise would have been scheduled to work. The employee shall receive the difference between jury/witness pay and the employee's regular straight time pay for all hours he/she otherwise would have been scheduled to work (not including travel allowances or other reimbursement for expenses). In order to receive payment and be excused from work for any particular day, the employee must furnish satisfactory evidence that he/she reported for jury/witness duty and the amount of his/her jury/witness duty pay for that day. Compensation will not be provided in those cases when an employee is in court to testify or witness against UBCCU or for personal business; in this case, the employee must use Personal and/or Vacation Days to cover their absence. In the case of a union-related issue, refer to Article 18. 3. Union Leave.

Article 24
GENERAL PROVISIONS

- A. In the event of an administrative change in the office of the Employer, the status of all Bargaining Unit employees shall be governed by this Agreement.
- B. This Agreement shall include any Bargaining Unit employee on any leave of absence provided herein as of this date.
- C. Any grievance now in the procedure will be governed by the Agreement under which it was written until settled.
- D. Bargaining Unit employees shall not be required to do janitor work. However, all employees shall clean all utensils and dishes used by them and their general work area.
- E. Upon death of any Bargaining Unit employee or commitment for mental health, available vacation and personal days will be paid to the appropriate designated party.
- F. Act of God: Employees shall be paid for days off because of an Act of God, such as tornadoes, snow storms, floods, etc. Management will determine such days off and only then will employees be paid. Such days will not be deducted from personal days or vacation days.
- G. Employees will not be responsible for errors caused by computer programs and/or systems.
- H. Employees will not be required to transport cash from office to office.
- I. All employees are required to report any and all health and safety hazards relating to company facilities and property to their supervisor. The Credit Union will not operate in an unsafe environment.
- J. The dress code will comply with UBCCU's current Dress Code Guidelines. The Credit Union shall pay 100% for any required uniform or replacement as such.
- K. Employees shall not actively endorse or campaign for or against candidates relative to election of officers of this Credit Union; provided, however, employees, as members of United Bay Community Credit Union, may vote in Board elections.
- L. Disciplines and warnings older than twelve (12) months shall not be construed against employees in the progression of discipline, with the exception of gross misconduct that results in a suspension (e.g. theft, harassment, violence, etc.).

- M. Where business needs dictate a temporary (not permanent) transfer between branches, the transfer shall be offered on a voluntary basis to qualified employees in order of seniority. If the Employer is unable to secure enough volunteers, it shall assign the transfer to qualified employees in inverse order of seniority.
- N. This Agreement shall be binding upon the successors and assigns of the Employer. In the event of a sale, merger or other transfer of controlling interest, the Employer shall inform the purchaser or transferee of its obligations under this Article to assume the terms and conditions of this Agreement, and further that the sale, merger, or transfer be conditioned upon this obligation. In addition, if the Union merges with another Local Union, the Union shall inform the merged Local of its obligations under this article to assume the terms and conditions of this Agreement, and further that the merger shall be conditioned upon this obligation.
- O. OPEIU 393 will submit a list of its laid-off members to the Human Resources Manager for consideration when hiring. There is no obligation on the part of UBCCU to hire from this list.
- P. When the credit union solicits volunteers for special community projects, any union employee has the right to participate. With each new event, the selection process will be based on seniority and on a rotational basis from the list of volunteers.

Article 25
SCOPE OF AGREEMENT

- A. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining and that the understandings and Agreements arrived at by The Parties after the exercise of that right and opportunity are set forth in this Agreement.

- B. This Agreement shall supersede any rules, regulations or practices of the Credit Union which shall be contrary to or inconsistent with its terms. Past Practice refers to a practice that has been recognized and accepted by both Management and the Bargaining Unit and used several times in the past. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual Agreement in writing signed by The Parties, and such Agreements shall be in full force and effect to the same extent as any other provisions of this Agreement.

Article 26
TERMINATION

This Agreement supersedes all previous Agreements between The Parties, shall become effective June 1, 2012, shall remain in full force and effect up to and including May 31, 2015, and shall become automatically renewable from year to year unless either party shall serve notice upon the other party in writing 60 days prior to May 31, 2015, of its intention to amend, modify or terminate this Agreement.

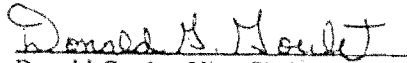
Upon such notice, The Parties will schedule a meeting for the purpose of negotiation of the terms of a new Agreement within 30 days of receipt of such notice.


If notice is given as provided above and no Agreement has been reached by midnight, May 31, 2015, this Agreement will be automatically extended unless terminated by either party on ten (10) days written notice of termination to the other party.


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR NAMES:

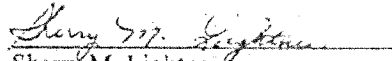
United Bay Community Credit Union

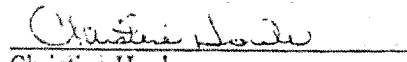
OPEIU, Local 393 AFL-CIO


Donald Goulet, Vice Chairman
UBCCU Board of Directors

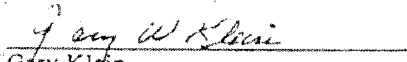

Lynda Eckstrom
OPEIU Local 393 President



David Ventrone
UBCCU Personnel Committee


Sherry M. Lightner
Chief Union Steward


Christine Houle
UBCCU Personnel Committee


Kellie Kukla
Alternate Union Steward


Gary Klein
UBCCU President/CEO


Laura Norman
UBCCU VP - Human Resources

MEMORANDUM OF UNDERSTANDING

On November 21, 2023 OPEIU Local 459 represented by Sharon Taylor (President), Kellie Kukla (Chief Steward), Sherry Lightner (Steward) and Dawn Vamossy (Steward), and UBCCU Management consisting of Diane Abbonizio, CEO and Leslie Webb, VP People Strategy agreed to the following changes in the CBA language, Article 20: Wages & Bonuses:

Wages and Bonuses

A one-time year end payroll bonus will be issued on December 1st, 2023 pay date, and is non precedent setting:

Full Time \$750.00
Part Time \$475.00
Co Op: \$200.00

The parties have voluntarily and knowingly entered into this Memorandum of Understanding.

For the Union OPEIU Local 459: For United Bay Community Credit Union:

DocuSigned by:

Sharon Taylor

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Sharon Taylor
President, OPEIU Local 459

Diane Abbonizio
CEO, UBCCU

Kellie Kukla
Chief Steward

Leslie Webb
VP People Strategy

DocuSigned by:

sherry lightner

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Sherry Lightner
Steward

DocuSigned by:

Dawn Vamossy

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Dawn Vamossy
Steward

MEMORANDUM OF UNDERSTANDING

On November 21st, 2023 OPEIU Local 459 represented by Sharon Taylor (President), Kellie Kukla (Chief Steward), Sherry Lightner (Steward) and Dawn Vamossy (Steward), and UBCCU Management consisting of Diane Abbonizio, CEO and Leslie Webb, VP People Strategy agreed to the following changes in the CBA language: Article 20: Wages & Bonuses:

Wages and Bonuses

Article 20

The wage scale will be as follows:


Seniority	Wage
Day 1 to year 1	16.65
Year 1	17.65
Year 2	18.88
Year 3	20.39
Year 4	21.41
Year 5	22.48
Year 6	23.16
Year 7	23.85
Year 10	24.56
Year 15	25.31
Year 20	26.06

This change is effective for December 24th, 2023 pay period, with a pay date of January 12th 2024 for all Union Employees.

The parties have voluntarily and knowingly entered into this Memorandum of Understanding.

For the Union OPEIU Local 459 For United Bay Community Credit Union:


Signed Date:

DocuSigned by:

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Sharon Taylor
 President, OPEIU Local 459

Diane Abbonizio
 CEO, UBCCU

Kellie Kukla
 Chief Steward

DocuSigned by:

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Sherry Lightner
 Steward

DocuSigned by:

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Dawn Vamossy
 Steward

Leslie Webb
 VP People Strategy

MEMORANDUM OF UNDERSTANDING

On November 21, 2023 OPEIU Local 459 represented by Sharon Taylor (President), Kellie Kukla (Chief Steward), Sherry Lightner (Steward) and Dawn Vamossy (Steward), and UBCCU Management consisting of Diane Abbonizio, CEO and Leslie Webb, VP People Strategy agreed to the following changes in the CBA language: Article 22 Insurance Plans

Article 22 INSURANCE PLANS

Effective Date: January 01, 2024.

Opt Out Provision:

Employees who have chosen to opt out of our current medical plan will be provided \$250/\$300 per month, with the appropriate paperwork provided. Employees must provide proof of coverage under another plan or they will not be provided with any opt out benefit. Dependents that opt out due to coverage from the parent on a UBCCU policy is not eligible for opt out. Opt out is non precedence setting.

Medical Plan:

Health Savings Accounts will be funded by the Employer as follows: Single/\$1000 & Family \$2000. This funding of the HSA is non precedence setting.

All union employees eligible after the Medical plan start date of January 01, 2024 will be provided a prorated amount of HSA funding by using the following calculation:

- Family Plan ($\$1800/12 = \166.66 /monthly benefit X # of eligible months through year end.
- Single Plan ($\$1000/12 = \83.33 monthly benefit X # of eligible months through year end.

The parties have voluntarily and knowingly entered into this Memorandum of Understanding and agree that it is non precedence setting.

Signed Date:

DocuSigned by:
Sharon Taylor

A095408A486C4CE...

Sharon Taylor
President OPEIU Local 459

Kellie Kukla
Chief Steward

Leslie Webb
VP People & Strategy

Diane Abbonizio
CEO UBCCU

DocuSigned by:
sherry lightner

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Sherry Lightner
Steward

DocuSigned by:

Dawn Vamossy

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Dawn Vamossy
Steward