

AGREEMENT

BETWEEN

RIVERTOWN COMMUNITY FEDERAL CREDIT UNION

And

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION (OPEIU)  
LOCAL 459 AFL-CIO-CLC

Effective: September 1, 2019 – September 1, 2022

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## AGREEMENT

THIS AGREEMENT, effective the 1<sup>st</sup> day of September, 2019, by and between the RIVERTOWN COMMUNITY FEDERAL CREDIT UNION, hereinafter referred to as the "Employer" or "Credit Union," and the OFFICE & PROFESSIONAL, EMPLOYEES INTERNATIONAL UNION LOCAL 459 (AFL-CIO-CLC), hereinafter referred to as the "Union."

Both parties being desirous of establishing a harmonious relationship for the purpose of promoting the best interests of both parties and for defining their mutual rights and obligations do agree as follows:

### ARTICLE I – RECOGNITION AND UNION SECURITY

**Section 1. Collective Bargaining Unit.** The Employer agrees to recognize the Union as the exclusive collective bargaining representative for all of the employees who are employed by the Employer at its main and branch offices at the following current locations in the unit set forth below:

Main office located at 3121 Macatawa Drive, SW, Grandville, Michigan

Stampers Branch located at 211-36<sup>th</sup> Street, SW, Wyoming, Michigan

Unit. All regular full time and regular part-time hourly employees employed by the Employer in a job classification set forth in Appendix A of this Agreement, but excluding, all salaried employees, confidential employees, supervisors as defined in the Act and all other employees.

**Section 2. Definitions and Employee Coverage.** The Employer and the Union agree that for purposes of the recognition granted the Union and for purposes of this Agreement, a regular full time and regular part-time employee is defined as follows:

- (a) **Regular Full Time Employee.** An employee employed by the Employer on a regular hourly full time basis in a job classification listed in Appendix A of this Agreement and whose normal schedule of work usually consists of forty (40) hours or more per week on a regular and continuous basis.
- (b) **Regular Part-Time Employee.** An employee employed by the Employer on a regular hourly part-time basis in a job classification listed in Appendix A of this Agreement and whose normal schedule of work usually consists of thirty-two (32) hours or less per week on a regular and continuous basis.

**Section 3.** New employees shall be considered probationary until they have satisfactorily completed 480 regular hours of work. If retained beyond the probationary period they shall become a seniority bargaining unit employee and shall be subject to the provisions of this Agreement as a condition of employment.

- (a) Management reserves the right to employ employees on a part-time basis. A part-time employee shall work a maximum of thirty-two (32) hours and a minimum of eight (8) hours in any week. It is provided, however, that the Employer reserves the right to utilize a part-time employee for more than thirty-two (32) hours in a workweek when needed, such as for example, to provide coverage for vacations, illness and leaves of absence. If an employee is hired on a regular part-time basis of twenty (20) hours or over they will be entitled to have benefits under this contract. If the employee wishes to carry A & S or Hospital and Surgical Insurance the Credit Union will pay half while the employee pays the remainder. The employee's half must be paid prior to payment being due. Coverage covers employee only.
- (b) Not subject to this Agreement shall be those employees employed to work on a substitute basis for a regular full-time or part-time employee on a leave of absence, vacation leave, sick leave, disciplinary suspension, etc. At no time shall a substitute employee receive an hourly wage greater than the base rate of the lowest paid bargaining unit employee. At no time shall a substitute employee be employed for a longer period of time than ninety (90) consecutive working days. At no time shall a substitute employee be considered as a permanent replacement for a bargaining unit employee.
- (c) Anyone hired as a substitute for a seniority employee shall be given notification in writing to the effect that they are a substitute worker and a copy of such notice shall be furnished to the Union.

**Section 4.** Employees shall be permitted to use the Union Label on all work performed by them.

## **ARTICLE II – CHECKOFF**

**Section 1.** This Employer agrees to deduct Union dues and assessments as levied and officially designated by the Union on a weekly basis, and shall pay the same to the Financial Secretary of the Union on a monthly basis.

**Section 2.** The Employer's agreement to deduct union dues and assessments from employee payroll checks shall only apply to an employee who voluntarily chooses to participate in the payroll deduction or checkoff process. If an employee voluntarily chooses to participate in the payroll deduction or checkoff, the process shall be governed by the following conditions, qualifications and procedures:

- (a) During the term of this Agreement and to the extent permitted by law the Employer agrees to deduct Union membership dues from the pay of each employee who files with the Employer a proper checkoff authorization form. The checkoff authorization forms shall be supplied by the Union.
- (b) A properly executed copy of the written checkoff authorization form for each employee for whom the Union dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any written authorization which is incomplete or in error will be returned to the Union by the Employer. Deductions shall be made only in accordance with the provisions of the written checkoff authorization form, together with the provisions of this Section of this Agreement.
- (c) the Union shall furnish the Employer with any additional executed written checkoff authorization forms under which Union membership dues are to be deducted beginning with the first full pay period beginning on or after the first day of the following calendar month.
- (d) Deductions for membership dues shall be made from weekly employee payroll checks provided the employee has sufficient net earnings to cover the dues.
- (e) In cases where a deduction is made which duplicates a payment already made to the Union by the employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- (f) The Union shall notify the Employer in writing of the proper amount of Union dues and any subsequent changes in such amounts.
- (g) If a dispute arises as whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.
- (h) The Employer shall not be responsible for Union dues while an employee is on a leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.
- (i) The Employer shall not be liable to the Union, its members or the employees the Union represents for the remittance or payment of any sum other than that constituting actual deductions made from employee wages pursuant to the provisions of this Section of this Agreement.
- (j) The Union agrees to hold the Employer harmless for any and all claims

arising out of the Employer's agreement to deduct Union dues and to defend, indemnify and hold harmless the Employer against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken by the Employer pursuant to this Section of this Agreement.

### ARTICLE III – MANAGEMENT RIGHTS

**Section 1. Management Rights.** All management rights, powers, authority, prerogatives and functions, regardless of whether exercised in the past and prior to the effective date of this Agreement and regardless of whether exercised in the future following the effective date of this Agreement and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized and the Union agrees, that management and control of the Employer and its facilities in all of its operations and activities, the determination of all matters of management policy, facility and department operation and location; the location where work will be performed; the direction of the working staff, including, only by way of illustration and not by way of limitation and are in no way whatsoever limited to, the following, the right to hire, discipline, suspend or discharge, promote, demote, assign, transfer or layoff and recall employees, or to reduce or increase the size of the working staff; to establish job classifications and the number of employees required; to make work assignments; to eliminate or combine or otherwise revise existing job classifications; to establish new job classifications; to establish and change from time to time rules and regulations, including safety rules and regulations and to fix and determine penalties for violations; to maintain safety, order and efficiency; to establish job descriptions if deemed desirable and work standards; to establish work schedules; to make judgments as to ability and skill; to determine the nature and number of facilities and departments to be operated; to discontinue, combine or reorganize any part or all of the Employer's operations is within the sole prerogatives of the Employer. The Employer shall be the exclusive judge of all matters pertaining to the products and services offered; the methods, procedures, processes and means of offering products and services and the equipment and machines used to provide such products and services; the standards of work performance, quality, efficiency and productivity; and the methods, processes, means and materials to be used. The Employer shall have the right to study, introduce and use new or improved methods, means, equipment, facilities and the Employer shall also have the right to use outside assistance either in or outside the Employer's facilities, including subcontracting and any other form of contracting assistance with respect to any work or function. It is expressly understood, and the Union agrees, that the Employer reserves and retains solely and exclusively all of its inherent and customary rights, powers, authority, prerogatives and functions to manage and administer the Employer's operations and services in all respects, some of which rights are referred to by way of illustration in this Section, and the Employer's judgment and determination in these respects shall not be subject to challenge. It is provided, however, that these management rights shall not be exercised in violation of any specific provisions of this Agreement as written.



## ARTICLE IV – HOURS OF WORK

**Section 1. Workweek – Workday – Work Shift.** The normal workweek for full-time employees shall commence at the Employer's established regular starting time on Monday and shall end upon the completion of the sixth (6<sup>th</sup>) consecutive calendar day. A workday for full-time employees shall be defined as a twenty-four (24) hour period of time with the normal work shift consisting of the number of hours of work normally scheduled for the employee on designated days within the normal workweek period, exclusive of a thirty (30) minute non-paid lunch period and inclusive of one paid fifteen (15) minute rest period which shall occur some time during the first half of the regular shift and one paid fifteen (15) minute rest period which shall occur some time during the second half of the regular shift. Lunch periods and rest periods will be staggered to accommodate Employer service requirements and occasionally it may be necessary for an employee to forego the rest period. In order to be entitled to a thirty (30) minute non-paid lunch period an employee must actually work at least six (6) hours or more on a scheduled workday. Either or both the fifteen (15) minute rest period in the first half of the work shift and/or the fifteen (15) minute rest period in the second half of the work shift may be combined by an employee with the thirty (30) minute lunch period. An employee who works more than ten (10) consecutive hours shall receive an additional paid five (5) minute rest period. Management shall determine and establish a starting and quitting time for all work shifts and all daily hours of work during the workday shall be assigned by management, provided however, that assigned hours of work must occur between the hours of 6:45 a.m. and 8:00 p.m. on Mondays through Saturdays, unless it is mutually agreed otherwise by management and a particular employee or group of employees. An employee shall not be required to work a regular schedule of more than five (5) individual work days within the Employer's normal six (6) day workweek.

It is recognized that from time to time staff is needed to perform work on a day that exceeds the five (5) individual work days limitation for employees. In such situations, the Credit Union agrees to first (1<sup>st</sup>) attempt to solicit volunteers from among experienced staff who are considered presently and fully qualified to perform the needed work and the work shall be assigned by seniority provided that such assignments shall be distributed among volunteers on a reasonably equitable basis over each calendar year. If a sufficient number of volunteers is not obtained, the Credit Union shall have the right to elect to assign the needed work to presently and fully qualified experienced staff and the work shall be assigned by inverse order of seniority provided that such mandatory assignments shall be distributed among employees on a reasonably equitable basis over each calendar year.

**Section 2. Premium Pay.** Time and one-half the employee's straight time regular rate shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) workweek. Double time the employee's straight time regular rate of pay shall be paid for all hours actually worked on Sunday or on holidays recognized under

this Agreement. There shall be no pyramiding or duplication of premium pay.

**Holidays Falling on Saturday or Sunday.** In situations where a holiday recognized under this Agreement falls on a Saturday or Sunday and either the preceding Friday or the following Monday is designated to be celebrated as the holiday, employees shall be paid double time the employee's straight time regular rate of pay for all hours actually worked on the Friday or Monday, whichever is applicable.

**Section 3. Paid Holidays.** All full time employees shall receive eight (8) hours pay at their straight time regular rate exclusive of all premium pay for each of the following twelve (12) full day holidays recognized under this Agreement, provided such holidays fall during the Credit Union's normally scheduled workweek and provided the employee is eligible under the rules established in this Agreement.

**Part Time Employees.** All part time employees shall receive four (4) hours pay at their straight time regular rate exclusive of all premium pay for each of the following twelve (12) full day holidays recognized under this Agreement, provided such holidays fall during the Credit Union's normally scheduled workweek and provided the employee is eligible under the rules established in this Agreement.

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Day Before Christmas Day  
Christmas Day  
Day Before New Year's Day

(a) **Holiday Pay Eligibility.** Employee eligibility for holiday pay is subject to the following conditions and qualifications:

1. The employee must be a full time or part time employee with seniority as of the date of the recognized holiday; and
2. The employee must otherwise have been scheduled to work on such day if it had not been observed as a recognized holiday, provided, however, that if a recognized holiday falls on a Saturday or Sunday, an employee who is otherwise eligible shall be entitled to

receive holiday pay; and

3. The employee must work all of the employee's regularly scheduled hours on the Credit Union's regularly scheduled day before the recognized holiday and on the Credit Union's first regularly scheduled day after the recognized holiday, unless otherwise excused for a reason satisfactory to the Credit Union. The Credit Union agrees to consider a written certification signed by the employee's licensed health care provider stating the employee was unable to work all of the employee's scheduled hours on the qualifying day or days in question due to a personal medical condition of the employee to be a satisfactory reason; and
4. An employee who is on layoff or leave of absence as of the date of the recognized holiday shall not be entitled to holiday pay; and
5. An employee who is scheduled to work on a recognized holiday or who otherwise agrees to work on a recognized holiday but fails to report and work the scheduled hours shall not be entitled to holiday pay, unless otherwise excused for a reason satisfactory to the Credit Union; and
6. An employee who either quits employment or is terminated from employment within six (6) months following date of hire shall be obligated to return to the Credit Union any holiday pay previously received which shall be due and payable to the Credit Union at time of departure.

**Section 4. Overtime and Extra Hours.** Employees shall work overtime and extra hours beyond the Employer's normal work shift or beyond the Employer's normal workweek when requested by the Employer. Overtime work and extra hours must be approved by management prior to performance.

In all cases the Employer reserves the right to make the determination of whether there is a need to have overtime or extra hours of work performed. The Employer also reserves the right to make the determination regarding in what manner the performance of any needed overtime or extra hours of work will be accomplished, including the determination of whether to utilize bargaining unit employees and, if so, the determination as to which employees will be assigned the hours. Prior to assigning the hours, the Employer agrees to make a good faith attempt to solicit volunteers from

among employees considered to be qualified and available at the particular work location affected. If a sufficient number of volunteers are not obtained, the Employer shall assign the hours to employees who are considered by the Employer to be qualified and available at the particular work location affected. When employees are obtained for overtime or extra hours of work (whether by volunteer solicitation or by assignment), the Employer shall make a good faith attempt to distribute such hours on a reasonably practicable basis among employees who normally perform the type of work at the particular work location affected and who are considered by the Employer to be qualified and available. Concerns regarding distribution of overtime and extra hours of work shall be raised and discussed with management as they occur and in the event that it is determined that a correction is appropriate, the correction shall be specifically limited to the remedy of balancing.

## ARTICLE V – NO STRIKE

**Section 1. No Strike.** The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committee members, stewards, nor the employees covered by this Agreement, will for any reason directly or indirectly call, sanction, approve, ratify or engage in any full or partial or intermittent strike, walk-out, slow-down, sit-down, stay-away, refusal to handle or take care of any customer, limitation or withholding of services, boycott of a primary or secondary nature, picketing or any other activities that may result in any curtailment of work or in any interference in any manner with the operations of the Employer. It is expressly recognized that the scope of activity prohibited in this Section is intended to include, but not limited to, activities such as, sympathy strikes, unfair labor practice strikes and the refusal of an employee or employees to cross any type of picket line at any location for any reason whatsoever. In the case of a picket line, the refusal of an employee to cross a picket line because the employee has a good faith reasonable cause to believe that their personal safety would be endangered shall not be considered a violation of this Section, provided however, that in such circumstances the employee shall be obligated to promptly notify management in order to afford the Employer the opportunity to implement alternative arrangements for securing the employee's attendance at work. Nothing in this Section shall be interpreted as prohibiting lawful informational picketing.

The Employer reserves the sole right to discipline an employee or employees up to and including discharge for violating any of the provisions of this Section. The Employer's right to discipline up to and including discharge for violating any of the provisions of this Section shall apply to any employee or employees covered by this Agreement and shall be cumulative with and may be exercised in addition to any other remedies available to the Employer. Any appeal to the grievance procedure shall be limited solely to the question of whether the employee or employees did, in fact, engage in any prohibited activity provided in this Section and the Arbitrator shall have no authority to review the Employer's disciplinary action unless the Arbitrator determines that the disciplinary action for violation of this Section was arbitrary, capricious or without basis.

The Employer agrees that during the term of this Agreement it shall not establish a lockout of employees.

## ARTICLE VI – SENIORITY

**Section 1.** Employees shall acquire seniority after completion of probationary period, after which their seniority shall be as of 480 regular hours of work prior to date of completing probation.

**Section 2.** Seniority rights shall be lost for the following reasons:

- (a) Employee is discharged.
- (b) Employee quits, dies or retires.
- (c) Employee exceeds a leave of absence granted by the Employer, unless absence from work is on account of sickness, or accident or reason beyond her or his control.
- (d) Employee gives false reasons for obtaining a leave of absence.
- (e) Employee fails to report back to work within three (3) working days after she or he is notified to return to work.
- (f) If the employee is absent from work for three (3) consecutively scheduled Employer work shifts for the employee without properly notifying the Employer unless the employee's failure to properly notify is otherwise excused for a reason satisfactory to the Employer. The provisions of this subsection (f) of this Section are intended to apply only to an employee's obligation to properly notify the Employer of absence within the required period of time and regardless of whether an employee properly notifies, the employee may still be subject to disciplinary action up to and including discharge for the absence.
- (g) Employee is laid off for a period equal to the length of their service or for one (1) year, whichever comes first.

**Section 3.** All employees covered by this contract shall be placed on one seniority list and seniority shall be office-wide wherever practicable. The Employer shall furnish the Service Representative of the Union with a complete seniority list upon request.

## ARTICLE VII – GRIEVANCE AND ARBITRATION PROCEDURE

**Section 1. Definition of Grievance and Grievance Procedure.** A grievance shall be defined as a complaint by an employee or group of employees concerning the

application and interpretation of the specific provisions of this Agreement as written. All grievances shall be subject to being processed in accordance with the following requirements and procedure:

- (a) **Step 1. Verbal Procedure.** An employee with a complaint shall discuss the matter with the employee's immediate supervisor within five (5) working days of the occurrence of the event or incident giving rise to the complaint. If more than one (1) employee is involved with the complaint then the discussion with the immediate supervisor shall be with one (1) representative employee from the group. It is expressly understood and agreed that if a discussion with the immediate supervisor is intended to be initiation of the grievance procedure at the Step 1 Verbal Procedure, the employee shall so advise the immediate supervisor of this fact at some point during the discussion. If the immediate supervisor is not advised of this fact, the discussion shall not be considered an initiation of the grievance procedure at this Step. The immediate supervisor shall give the employee an answer either verbally or in writing within ten (10) working days following the discussion, provided however, that in the event the Credit Union needs more time to complete its investigation, the Credit Union agrees to notify the Union in writing.
  
- (b) **Step 2. Written Procedure.** If the complaint is not resolved in the Step 1 Verbal Procedure and the employee or employees involved desire to further process the complaint, the complaint may be reduced to a written grievance on the approved grievance form and submitted to the Credit Union CEO/Manager (or designated representative) within three (3) working days following the date of the Credit Union's response in Step 1. The decision to process the grievance to Step 2 rests with the employee-grievant and there is no obligation or requirement to do so. The written grievance must set forth the nature of the complaint with sufficient detail and must be signed and dated by the employee directly impacted by the event or incident giving rise to the complaint and must indicate the Section or Sections of this Agreement alleged to be in dispute. A grievance submitted at this Step 2 which does not satisfy these requirements shall be considered void for all purposes as if never filed. If more than one (1) employee is involved with the grievance then the grievance may be signed and dated by only one (1) representative employee from the group. If the grievance is properly filed at this Step the Credit Union CEO/Manager (or designated representative) shall meet to discuss the grievance in an effort to resolve the matter. The discussion with the Credit Union CEO/Manager (or designated representative) shall be with the employee-grievant. If more than one (1) employee is involved with the grievance then the meeting with the CEO/Manager (or designated representative) shall be limited to only one (1) such employee. The employee's steward may also be present at the meeting if the employee elects to have such steward representation. The Credit Union may have other individuals present at

the meeting in addition to the CEO/Manager (or designated representative). If the grievance is not resolved at this Step, the Credit Union CEO/Manager (or designated representative) shall prepare an answer or response and submit it to the employee involved within twenty-one (21) calendar days following the date on which the Step 2 meeting was held. If the employee involved is not available, the Credit Union answer or response shall be given to the employee's steward or other employee representative of the Union bargaining unit. An unresolved grievance may be submitted to arbitration by the Union in accordance with the procedure established in this Agreement.

**Section 2. Time Limitation.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement in writing.

**Section 3. Time Computation.** Wherever the term "day" or "days" is used in the time periods established in the grievance procedure and in any other provisions of this Agreement, it shall mean calendar day or days unless otherwise specifically provided in the particular Section wherein the terms appear.

**Section 4. Individual Employee Adjustment.** Nothing contained in the grievance procedure shall be construed to prevent any individual from presenting a grievance and having the grievance adjusted without the intervention of the Union or any of its employee representatives or non-employee representatives. An individual employee may withdraw from further consideration a grievance at any stage of the grievance and arbitration procedure established in this Agreement.

**Section 5. Grievance Form.** The grievance form shall be prepared in a manner that coincides with the grievance procedure as may be established in this Agreement.

**Section 6. Arbitration Request.** The Union may request arbitration of any unresolved grievance by giving written notice to Credit Union management of the Union's intent to arbitrate within seven (7) days following receipt of the Employer's written answer in the last step of the grievance procedure set forth above in Section 1 of this Agreement. If no written notice of intent to arbitrate is given to Credit Union management, the grievance shall be considered settled.

**Section 7. Selection of Arbitrator.** Any grievance may be submitted to one (1) arbitrator selected by mutual agreement of the parties. If no agreement can be reached, the arbitrator shall be selected from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service either by mutual agreement or by each party alternately striking a name from the panel of arbitrators with the remaining

name serving as the arbitrator. The compensation and the expenses of the arbitrator and any costs incurred in connection with the location of the arbitration hearing shall be shared equally by the Employer and the Union.

**Section 8. Arbitrator's Powers.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed by the terms of this Agreement and the arbitrator shall have no power or authority to amend, alter or modify this Agreement in any respect either directly or indirectly nor shall the arbitrator consider any statute or laws or extra-contract matters not specifically incorporated in this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement as written. Any award of the arbitrator shall not be retroactive to any time prior to ninety (90) days prior to the date that the grievance was first submitted in writing in accordance with the grievance procedure established in this Agreement. The arbitrator's decision shall be final and binding upon the Employer, Union and employees, provided, however, that both parties reserve the right to challenge the arbitrator's decision under applicable legal standards.

**Section 9. Arbitration Hearings.** An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one employee, the Union may select up to two (2) representative employees to attend the hearing. Any employee of the Employer called as a witness whether by the Employer or the Union, shall be excused from the hearing after the testimony is completed. Each party shall bear the full cost of the expenses of their own witnesses and representatives, including pay for all working time lost during an employee's regularly scheduled shift. In no event shall one party be responsible for bearing the cost and expenses of the other party's witnesses and representatives, including pay for all working time lost during an employee's regularly scheduled shift.

**Section 10. Union Business.** The conducting of legitimate union business for the Credit Union during regular work time shall be limited to a total maximum of up to two (2) hours each calendar week. Additional time can be granted upon request and subject to the mutual agreement of the employee and Credit Union management. It is understood and agreed that union business during regular work time shall not be conducted at times when it would interfere with servicing of members or business operations of the Credit Union. Legitimate union business shall be defined as investigation and/or processing of contract grievances.

## **ARTICLE VIII – DISCIPLINARY PROCEDURE**

**Section 1.** An employee, covered by this Agreement, may be suspended or discharged for good and sufficient cause. If a grievance results because an employee was suspended or discharged it will be referred to the grievance procedure for processing. Such employee shall have the opportunity to discuss the case privately with the steward



or Union representative. The employee will then leave the premises. The Employer agrees to inform an employee-representative of the Union bargaining unit as soon as practicable following implementation of a suspension or discharge of any employee covered by this Agreement.

**Section 2. Credit Union Rules and Regulations.** The Credit Union reserves the right to establish and change or modify from time to time reasonable rules and regulations which it shall deem proper to govern employee conduct, including safety rules and regulations, general personnel policies and procedures, handling and usage of equipment and supplies, substance abuse policies, smoking policies, and policies addressing computer use. Rules and regulations which are not set forth in Section 3 of this Article VIII (the violation of which results in immediate discharge of the employee), shall recognize the principle of progressive discipline. The extent and degree of progressive discipline will be established by the Credit Union based on the nature of the prohibited conduct.

**Section 3. Immediate Discharge.** The following conduct shall constitute good and sufficient cause for immediate discharge of an employee unless, within the sole discretion of Credit Union management, a lesser degree of disciplinary action is determined to be appropriate.

1. Violation of Surety Bond.
2. Possession of weapons or explosive materials on Credit Union property at any time.
3. Misuse of Credit Union records or confidential information or the removal of such from the premises without proper authorization.
4. False, vicious or malicious statements regarding the Credit Union, its policies and procedures, its members, its Board of Directors, its management or any other employee.
5. Fighting on Credit Union property at any time.
6. Theft or misappropriation of property of the Credit Union, its employees, its members or of individuals who are using its services or who are on its premises.
7. Violation of the Credit Union's substance abuse policy.
8. Destruction or misuse of Credit Union property or property of its members, its employees or of individuals who are using its services or who are on its premises.
9. Conduct of an immoral or indecent nature.

10. Completing transactions on an employee's own account or any related account.
11. Falsification or misrepresentation in connection with any Credit Union record, form, document, requested information or instrument. This includes an employee's employment application.
12. Threatening, intimidating or otherwise coercing Credit Union employees, its members, its Board of Directors or individuals who are using its services or who are on its premises.
13. Violation of no strike clause.
14. Insubordination. This includes refusal to follow instructions or perform a job assignment. It is provided however, that in the event an employee indicates an advance intention to refuse to follow the instructions or to perform the job assignment, the Credit Union agrees to verbally advise the employee that such refusal subjects the employee to immediate discharge for insubordination. The discharge warning requirement only applies where an employee indicates an advance refusal, and failure of the Credit Union to give such warning shall only mean that the employee shall not be subject to immediate discharge for the insubordination, however the employee shall be subject to disciplinary action less than discharge as may be deemed appropriate by the Credit Union.

**Section 4. Issuance of Reprimands.** The Employer agrees to issue any reprimand within ten (10) working days, provided however, upon written notice to the Union Steward, the Employer may extend this period of time in situations where the Employer's investigation process is not completed.

**Section 5. Discipline Record.** Any violation of the Employer's rules and regulations for which discipline has been issued, including warning notices, shall be removed from the employee's work record twelve (12) months following the issuance of such discipline, provided that during the twelve (12) month period, no further discipline has been issued for violation of any of the Employer's rules and regulations.

## **ARTICLE IX – LAY OFF AND RECALL**

**Section 1. Layoff.** When the work force is reduced and it becomes necessary to lay off an employee or employees, the first employee or employees to be laid off shall be probationary (if any) in the particular job classification or classifications affected by the layoff, and thereafter, further, layoffs shall follow the inverse order of seniority (lowest

seniority employee first) from among the employees who normally perform the type of work affected by the layoff in the particular job classification or classifications affected by the layoff. It is provided, however, that in all cases the employee or employees with more seniority must in order to be retained have presently the skill, ability, experience and training necessary to perform efficiently the remaining required work. The layoff provisions set forth in this Section shall be applied on an Employer-wide basis.

In recognition of the fact that the lay off provisions of this Section are implemented on an Employer-wide basis, it is expressly understood and agreed that a layoff may result in a reassignment of employee staff either within or between the Credit Union's operational locations and may result in changes to employee work schedules.

**Voluntary Layoff Option.** When a lay off becomes necessary under the provisions of this Section, an employee or employees in the particular job classification or classifications affected by the layoff and who normally perform the type of work affected by the layoff may request a voluntary layoff. Whether any voluntary layoff requested is allowed shall be within the sole discretion of the Employer.

**Layoff Notice.** When practicable, the Credit Union agrees to give an employee to be laid off at least 7-days advance notice. In the event the Credit Union fails to give such notice, the laid-off employee shall receive a payment equal to one (1) week of pay normally earned by the employee.

**Section 2. Recall Procedure.** Recall to work from layoff for employees who have seniority with the Employer shall be accomplished by recalling the employee with the greatest seniority in the type of work affected by the recall in the particular job classification affected by the recall and thereafter further recalls to work shall follow the order of seniority (highest seniority employee first) in the type of work affected by the recall in the particular job classification affected. An employee laid off from the employee's regular job classification shall have recall rights to the employee's regular job classification and must accept such recall when offered. If recall to work is refused, the employee shall be considered a voluntary quit. The Employer within its discretion may elect to recall to work a laid off full time employee to a part-time position, provided however, that acceptance of such recall shall not be mandatory.

When employees who have seniority with the Employer are eligible to be recalled to work from layoff status, the Employer may attempt to telephone the employee first or may attempt to contact the employee in some other manner in an effort to give the employee notification of recall eligibility, together with the required return to work date or other instructions. If the employee could not be contacted, the Employer shall send the employee written notification of recall, together with the required return to work date or other instructions, by certified mail, sent to the employee's last known address. If an employee who is eligible for recall does not report to work from layoff status on the required return to work date established by the Employer, the employee shall be processed as a voluntary quit.

It shall be the employee's sole responsibility to keep the employee's current telephone number and current mailing address on file with the Employer on the approved form. The Employer is entitled to conclusively rely on such information for purposes of this Section or any other Sections of this Agreement.

## **ARTICLE X – PAID EARNED TIME OFF (PETO)**

**Section 1. Crediting of PETO.** Full-time employees shall be credited on January 1<sup>st</sup> of each year with paid earned time off (PETO) which may be used during the twelve (12) months immediately following the January 1<sup>st</sup> date. The amount of paid earned time off hours credited to an employee on the January 1<sup>st</sup> date is based on the number of hours actually worked by an employee during the twelve (12) months immediately preceding the January 1<sup>st</sup> date and based on an employee's seniority as of the January 1<sup>st</sup> date in accordance with the schedule set forth in Appendix "B" and incorporated herein.

**Section 2. Use of PETO.** In order to be used, paid earned time off (PETO) is subject to advance scheduling and approval from management in accordance with procedures and rules established by the Credit Union. The only exception to this advance request and approval requirement is the use of PETO for purposes of last minute sickness or accident of an emergency nature and in such circumstances the employee is required to notify the appropriate member of management as soon as the employee knows that absence from work will be necessary in order for the employee to be able to use PETO. The Credit Union agrees to process an employee's PETO request within five (5) days, excluding Saturday, Sunday and any days the Credit Union is not open for business.

PETO may not be accumulated from year to year. If at the end of the calendar year during which PETO was available for use an employee has unused PETO, the Credit Union will cash out up to a maximum of 20 hours of unused PETO and any remaining unused PETO shall be deleted.

PETO hours are compensated at the employee's straight time regular rate of pay, determined as of the date the PETO hours are used by the employee.

Employees will be given the option of an unpaid thirty (30) minute leave with management's pre-approval to be used at the end of their scheduled shift which shall reduce their forty hours of pay for the affected scheduled work week. A maximum of four (4) options will be allowed per calendar year.

**Section 3. Part-Time Employees.** Regular part-time employees shall be entitled to a pro-rata paid earned time off (PETO) benefit based on hours scheduled. For example, if a regular part-time employee is normally scheduled for twenty (20) hours per week, the PETO entitlement would be fifty percent (50%) or one-half (1/2) the entitlement of a full time employee.

## ARTICLE XI – VACATIONS

**Section 1. Paid Vacation and Eligibility.** All full time employees on the Credit Union's active payroll with the required seniority as of their anniversary date of hire shall be eligible for a vacation benefit (leave and pay) at their straight time regular rate of pay determined as of the anniversary date of hire eligibility date, exclusive of all premium pay, in accordance with the following schedule:

<u>Continuous Seniority Required as of Employee's Anniversary Date of Hire</u>	<u>Vacation Leave</u>	<u>Vacation Pay</u>
1 year but less than 2 years	7 days	56 hours
2 years but less than 5 years	9 days	72 hours
5 years but less than 10 years	12 days	96 hours
10 years but less than 15 years	15 days	120 hours
15 years but less than 20 years	17 days	136 hours
20 years or more	22 days	176 hours

**Part-Time Employees.** Part-time employees receiving one-half (1/2) benefits will receive one-half (1/2) the days of vacation computed for their length of service.

**Section 2. Pro-Rata Vacation Benefit.** An employee who quits, is laid off, or is granted leave of absence in excess of ninety (90) days (except in case of violation of the surety bond or any other disciplinary discharge) shall receive vacation pay on a pro-rata basis for the time worked.

**Section 3. Vacation Schedule.** Employees eligible for a vacation benefit under the provisions of this Agreement may schedule time off for their vacation during the twelve (12) months following the anniversary date of hire eligibility date upon proper notice in accordance with Credit Union rules. Requests for vacation time off must be submitted no later than March 31<sup>st</sup> of the current vacation year. Vacations shall be scheduled on the basis of seniority preference and at the discretion of management. If a holiday recognized under this Agreement occurs during a vacation period of an employee, such employee shall receive an additional day's pay in lieu of the holiday or an additional day's vacation with pay, at the discretion of the employee. Vacation checks will be issued at the time vacations are taken.

**Section 4.** Wages in lieu of vacation time off, approved by management, will be paid to any employee for up to a maximum of five (5) days unused vacation in each qualifying vacation year.

## **ARTICLE XII – LEAVE OF ABSENCE**

**Section 1.** Leave of absence without pay, with accumulated seniority may be granted in the event an employee is elected as a representative of the Local Union, to act as a delegate to an AFL-CIO convention or in such other capacity or activity as may be designated by the Union by mutual consent between employee and Employer.

**Section 2.** A leave of absence for a period not to exceed three (3) months may be granted to any seniority employee by the Employer. Such leave request may be in writing, and signed by the Employer and employee. Such leave can be extended by mutual agreement between the Employer and employee. Leaves in excess of ninety (90) days shall not accumulate seniority.

**Section 3. Bereavement Leave.** When death occurs in an employee's immediate family as defined in this Section, the employee upon written application to the Credit Union on the appropriate form shall be excused from work on the following basis:

- (a) **Five (5) Days Paid Leave.** For death of the **employee's current spouse, child, step-child, parent or step-parent**, the employee shall be excused from work for a maximum of five (5) days that the employee was normally scheduled to work following the date of death in order to attend the funeral and take care of other necessary matters. The five (5) days for which an employee may request and receive leave must be scheduled working days of the employee occurring within fourteen (14) calendar days following the date of death. An employee granted leave shall receive pay in an amount equal to what the employee would have earned by working the employee's scheduled straight time hours at the employee's straight time regular rate of pay on the days for which leave is granted. In order to receive pay, one (1) of the requested leave days must be used by the employee for attendance at the funeral and the employee must provide the Credit Union with the funeral service bulletin or other documentation acceptable to the Credit Union.
  
- (b) **Three (3) Days Paid Leave.** For death of the **employee's brother, step-brother, half-brother, sister, step-sister, half-sister, grandparent or grandchild** and for death of the employee's **current spouse's parent, step-parent, brother, sister or grandparent**, the employee shall be excused from work for a maximum of three (3) days that the employee was normally scheduled to work following the date of death in order to attend the funeral and take care of other necessary matters. The three (3) days for which an employee may request and receive leave must be

scheduled working days of the employee occurring within fourteen (14) calendar days following the date of death. An employee granted leave shall receive pay in an amount equal to what the employee would have earned by working the employee's scheduled straight time hours at the employee's straight time regular rate of pay on the days for which leave is granted. In order to receive pay, one (1) of the requested leave days must be used by the employee for attendance at the funeral and the employee must provide the Credit Union with the funeral service bulletin or other documentation acceptable to the Credit Union.

- (c) **Active Service Death.** In the event a member of the employee's immediate family, as above defined, dies while in the active service of the Armed Forces of the United States, the employee may, should the funeral be delayed, have his excused absence from work delayed until the period of the normally scheduled working days which include the date of the funeral. In the event the body of a member of the employee's immediate family as defined above is not buried in the continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived.

## **ARTICLE XIII – GENERAL**

### **Section 1. Job Transfers.**

- (a) **Indefinite Transfer to a Higher Job Classification.** There is no automatically guaranteed progression from one job classification to a higher job classification. Although there is no automatically guaranteed progression into any higher job classification, the Credit Union agrees to establish the following policy:
- An employee may progress and be transferred to a higher job classification provided that the employee has presently achieved as determined by the Credit Union the necessary skill, ability, experience and training to perform efficiently the required work in the higher job classification and provided there is an opening in the higher job classification which is intended to be filled by the Credit Union.
- (b) **Indefinite Job Transfer Within Job Classification.** The Credit Union reserves the right to make indefinite employee transfers from time to time to a different job assignment within the employee's regular job classification.
- (c) **Indefinite Transfer to Different Location.** When an employee is being

transferred indefinitely from one Credit Union business location to another, a seven (7) calendar day notice of change will be given. Exceptions to the seven (7) day notification will be in cases of separation of employment, death of an employee, change in an employee's job classification or any other reason that causes an immediate staffing need in order to run the operations of the business location affected.

- (d) **Temporary Job Transfers.** The Credit Union reserves the right to make temporary employee transfers from time to time to either a different job assignment within the employee's regular job classification or to a different job classification. An employee temporarily transferred to a different job classification which has an established starting pay rate Step which is lower or equal as compared to the established starting pay rate Step of the employee's regular job classification shall retain the employee's currently established straight time regular rate of pay for the period of the temporary transfer. An employee who is temporarily transferred to a different job classification which has an established starting pay rate Step which is higher as compared to the established starting pay rate Step of the employee's regular job classification, shall receive the straight time regular rate of pay in the temporary transfer job classification pay range at the pay rate Step which has an hourly pay rate immediately higher as compared to the employee's currently established straight time regular rate of pay for the period of the temporary transfer.

An employee being temporarily transferred to a different Credit Union business location from their current working location for the purposes of additional training and/or education in their current job classification or in a higher job classification will be given a seven (7) calendar day notice of the change in location.

- (e) **Trial Period.** There shall be a 480 hours of work trial period for an employee accepting a non-temporary transfer to a different job classification. During the trial period the employee may elect to voluntarily return to the employee's former job and the Employer shall have the right to involuntarily return the employee to the employee's former job.

**Section 2.** The Employer agrees to maintain a reasonable standard of sanitary, lighting and general working conditions.

**Section 3.** Any verbal agreement(s) made between any employee and the Employer which conflict with this contract shall be null and void. Any written agreement(s) which appear to be in conflict with this contract will be considered an amendment to this contract if reduced to writing and signed and dated by a Service Representative of the Union and by a representative(s) of the Credit Union.



**Section 4.** When an employee leaves the service of the Employer, he or she shall, upon request, be furnished with a written statement of character or service, unless discharged for good and sufficient cause.

**Section 5.** Since the Credit Union is an organization under a charter granted by the United States National Credit Union Administration, the employees and the Union recognize that nothing in this Agreement shall violate the Federal Credit Union Act, the Charter and By-Laws of this Credit Union, the rules and regulations issued by the Director of the National Credit Union Administration, and applicable manuals under which the membership is served. The Employer will provide copies of the rules and regulations to the Union.

**Section 6.** All employees of the Rivertown Community Federal Credit Union are pledged to keep the business of this Credit Union confidential and any proof of a violation of the pledge shall be grounds for discipline which can include discharge.

**Section 7.** In the event of the elimination of a classification, the Union will be notified at least fifteen (15) days before such a change becomes effective.

**Section 8.** No employee in a supervisory capacity shall routinely perform duties that would result in loss of paid hours normally assigned to an hourly employee.

**Section 9.** An employee shall be excused from work on a work day on which he or she performs jury services, provided he or she gives prior notice to their supervisor.

- (a) An employee may be required to work part-time if the nature of jury duty will permit this practice.
- (b) An employee who performs jury duty and works on the same day will be paid the differences, if any, between actual earnings for the day plus the jury pay and regular wages.
- (c) An employee required to be absent for the entire shift will be paid the differences between jury pay and regular wages for the regular shift.
- (d) An employee who is called for jury service will receive an amount equal to his or her regular wages for such time lost, provided, she or he returns to his or her job promptly.

**Section 10.** No hourly employee shall perform duties normally performed by management which contain confidential information about other hourly employees (i.e., pension, life insurance).

**Section 11. Accrued Benefits – Employment Separation.** Employees who are discharged from the employment of the Credit Union shall not qualify for payment of any accrued benefits. Employees who voluntarily quit without giving the Credit Union a minimum of two (2) weeks advance written notice shall not qualify for payment of any

accrued benefits. Employees who quit voluntarily after giving the required two (2) weeks advance written notice to the Credit Union or who terminate due to death or military service shall qualify for payment of any accrued benefits.

**Section 12. Waiver Clause.** It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements or understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. 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 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. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

**Interpretation and Clarification.** With respect to mandatory bargaining subjects not referred to or covered in this Agreement and which involve existing terms and conditions of employment, the Credit Union agrees that this waiver clause shall not be interpreted to negate the Credit Union's responsibility to, upon request, discuss with the Union, Credit Union-initiated changes to those existing terms and conditions.

#### **ARTICLE XIV – INSURANCE**

**Section 1. Group Health Program.** The Credit Union will make available for all eligible full time employees with seniority who elect to participate, a group health benefit program, approved by the Credit Union, covering certain hospitalization, surgical and medical expenses for employee-only coverage and for eligible dependent coverage. The group health benefit program shall be on a voluntary basis for eligible employees. No employee shall be eligible to participate in the group health benefit program if the employee is covered by or has access to another program for the same purposes that is reasonably comparable. Effective September 1, 2014, the required cost of providing eligible employee and dependent coverage under the group health program shall be shared by the Credit Union and employees with the Credit Union contributing eighty-five percent (85%) per month toward the required cost for the type of coverage selected by the employee and the employee contributing the remaining fifteen percent (15%) per month of the required cost through payroll deduction.

The group health benefit program coverage becomes effective for eligible employees who elect to participate within a reasonable period of time following completion of the employee's probationary period or at some other date thereafter as may be established by the provider. In the event that an employee quits or the employee's employment with

the Credit Union is otherwise terminated, or in the event that an employee is on layoff or on leave of absence the group health benefit program coverage shall continue in effect until the last day of the month in which the quit, termination from employment, layoff or leave of absence occurs. Specific terms and conditions governing the group health benefit program are set forth in detail in the master policy or policies governing the program or issued by the provider. Employees participating in the group health benefit program shall be required annually to certify in writing on the appropriate form the fact that they are not covered by other insurance for the same purposes or that such coverage is not available to them. Employees will also be required annually to certify in writing on the appropriate form the status of any dependents being claimed to be eligible for coverage. The Credit Union reserves the right to determine the method of providing the group health benefit program, including the selection of any insurance carrier or carriers or third-party administrators, or participation in self-insured or managed care systems or arrangements, provided that the overall level for all the various benefit coverages remains reasonably comparable (not substantially reduced).

Employees who do not participate in the group health benefit program because they are covered by or have access to another program for the same purposes that is reasonably comparable shall receive a monthly payment in lieu of participation in the amount of One Hundred Dollars (\$100.00).

As of the effective date of this Agreement, there is a currently-established policy for an in-house \$5.00 prescription drug employee reimbursement benefit. The Credit Union agrees to continue this policy during the term of this Agreement under the same terms and conditions.

Employees eligible for Medicare coverage shall be provided a supplemental health care benefit coverage plan in place of the regular group health program.

During the term of this Agreement, the Credit Union agrees to establish a Flexible Spending Account through CUNA Mutual to be offered to employees on a voluntary basis for offsetting some health care and prescription drug cost.

**Section 2. Life and Accidental Death and Dismemberment Benefit.** The Credit Union will provide all eligible full time employees with seniority fully paid term life insurance in the amount of one and one-half (1½) an employee's equivalent annual salary figure, approved by the Credit Union, and accidental death and dismemberment insurance in the amount of one and one-half (1½) an employee's equivalent annual salary figure, approved by the Credit Union. The group term life insurance and accidental death and dismemberment insurance program coverage becomes effective for eligible employees within a reasonable period of time following completion of the employee's probationary period or at some other date thereafter as may be established by the provider. In the event that an employee quits or the employee's employment with the Credit Union is otherwise terminated, or in the event that an employee is on layoff or on leave of absence, this group term insurance program coverage shall terminate on the date the quit, termination of employment, layoff or leave of absence occurs.

Specific terms and conditions governing this group term insurance program are set forth in detail in the master policy or policies issued by the provider. The Credit Union reserves the right to select any insurance carrier or carriers or third-party administrators or the method in which the benefit is provided.

**Section 3. Optical Benefit.** The Credit Union will provide all eligible full time employees with seniority a fully paid group optical benefit program, approved by the Credit Union. The group optical benefit program coverage becomes effective for eligible employees within a reasonable period of time following completion of the employee's probationary period or at some other date thereafter as may be established by the provider. In the event that an employee quits or the employee's employment with the Credit Union is otherwise terminated, or in the event that an employee is on layoff or on leave of absence, this group optical benefit program coverage shall terminate on the date the quit, termination from employment, layoff, or leave of absence occurs. Specific terms and conditions governing this group optical benefit program are set forth in detail in the master policy or policies issued by the provider. The Credit Union reserves the right to select any insurance carrier or carriers or third-party administrators or the method in which the benefit is provided.

**Section 4. Accident and Sickness Benefit.** The Credit Union will provide all eligible full time employees with seniority a fully paid group accident and sickness (A&S) benefit program, approved by the Credit Union, which shall provide benefits for non-work related sickness or accident. The group A&S benefit program coverage becomes effective for eligible employees within a reasonable period of time following completion of the employee's probationary period or at some other date thereafter as may be established by the provider. In the event that an employee quits or the employee's employment with the Credit Union is otherwise terminated or in the event that an employee is on layoff or on leave of absence, this group A&S program coverage shall terminate on the date the quit, termination from employment, layoff or leave of absence occurs. Specific terms and conditions governing this group A&S program are set forth in detail in the master policy or policies issued by the provider. The Credit Union reserves the right to select any insurance carrier or carriers or third-party administrators or the method in which the benefit is provided.

## **ARTICLE XV – PENSION PLAN**

**Section 1.** The Employer agrees to provide a pension plan for all bargaining unit employees who are aged twenty-one (21) or older, as per pension plan, and who have more than one (1) year seniority.

Note: 7.0% based on all hours compensated. See page 4 of the Michigan Credit Union Employees (M.C.U.E.) Pension Manual.

## ARTICLE XVI – WAGES

**Section 1. Classifications and Rates.** Set forth in Appendix “A” and incorporated herein are the straight time regular rates of pay within the established pay ranges for the respective job classifications covered by this Agreement.

**Section 2. Pay Range Progression and Step Increases.** Progression from the Start Rate to subsequent steps within the established pay range for a particular job classification shall be based on the employee’s years of continuous service with the Credit Union in the classification. Any progression step increase within the established pay range for a particular job classification shall be effective the first (1<sup>st</sup>) full pay period beginning on or after the date of completion of the required years of service.

**Promoted Employees.** Employees promoted on a non-temporary basis to a new job classification which is higher rated shall be placed in the new higher rated classification at the pay rate step that coincides with their continuous service achieved with the Credit Union. Any progression in the pay range thereafter shall be in accordance with the established procedure.

**Section 3. Hiring Rate.** New hires may be started at any pay rate step within the established job classification pay range as deemed appropriate by the Credit Union due to qualifications, ability, special skills and/or experience. An employee started at a step somewhere above the Start Rate Step will be credited with the years of continuous service applicable to the particular step for purposes of future step progression within the established pay range.

**Section 4. Financial Performance Bonus.** During the term of this Agreement, the following schedule for payment of a lump sum financial performance bonus for full-time and part-time employees shall be established with payment eligibility based on the Credit Union’s ROA (Return on Average Assets) determined as of August 31, 2020 and as of August 31, 2021 and August 31, 2022:

<u>ROA</u>	<u>BONUS FULL-TIME EMPLOYEES</u>	<u>BONUS PART-TIME EMPLOYEES</u>
0.35%	\$800.00	\$520.00
0.40%	\$1,200.00	\$780.00
0.45%	\$1,500.00	\$975.00
0.50%	\$1,800.00	\$1,170.00

Any lump sum financial performance bonus that may be payable shall be processed and issued to employees within a reasonable period of time and shall be subject to all applicable local, state and federal tax withholdings or deductions.

**Section 5. Additional Bonus.** Each non-probationary employee covered in this Agreement shall receive a bonus at year end in accordance with the follow terms and conditions:

- (a) The ratio of net income to gross income exceeds ten percent (10%); and
- (b) Equity of total reserves to total assets ratio exceeds nine and 50/100s percent (9.50%); and
- (c) Payment of bonus will range between five cents (5¢) and fifteen cents (15¢) per hour, or at the highest amount within this range which would not reduce the ratios as stated above in subsections (a) and (b) of this Section 4 for two thousand eighty (2,080) annual hours prorated one-twelfth for each completed month of employment; and
- (d) Any bonus payment shall be made to employees as a gross lump sum amount and shall not be added to hourly pay rates.

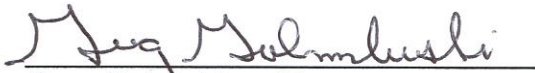
**Section 6. CAMEL Ratio.** In the event all five key CAMEL ratio components, as now or as later defined by the NCUA, fall to a "3" rating, the Credit Union Board of Directors at its discretion may reduce wages and benefits a total of 10% per year. The five key CAMEL ratio components are the following:

- 1. Net Worth
- 2. Delinquent loans/Loans
- 3. Net Charge Off/Average Loans
- 4. Net Income/Average Assets (before reserve transfer)
- 5. Operating Expense/Average Assets

## **ARTICLE XVII – DURATION AND AMENDMENTS**

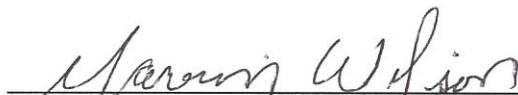
**Section 1.** This contract shall remain in full force and effect until September 1, 2022, at 11:59 p.m. In the event either party wishes to terminate, change or amend this contract, written notice shall be given by the requesting party within a period of not more than ninety (90) days or less than sixty (60) days prior to the expiration date of this contract. Any changes or amendments to this contract shall be subject to negotiations by mutual consent of the Employer and Union.

RIVERTOWN COMMUNITY FEDERAL  
CREDIT UNION



Greg Golembiewski  
Board President

Dated: 11-25-19



Marvin Wilson  
Board Member  
Representative  
Negotiations Committee Member

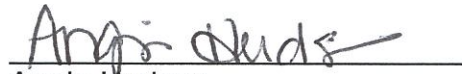
Dated: 11 25 20



Sean D. Tubbs  
Credit Union CEO/Manager

Dated: 11-25-19

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 459  
(AFL-CIO-CLC)



Angie Hudson  
Negotiations Committee Member

Dated: 12-2-19



Becky Thompson  
Negotiations Committee Member

Dated: 12/2/19



Robin Ross  
Negotiations Committee Member

Dated: 11-27-19



Lance A. Rhines  
OPEIU Local 459 Service  
Representative

Dated: 12-3-19

APPENDIX "A"

PAY SCALE

Effective the First Full Pay Period Beginning On or After September 1, 2019:

Job Classifications	Start Rate	After Completion of Probationary Period	After Completion 1 Year Continuous Service	After Completion 2 Years Continuous Service	After Completion 3 Years Continuous Service	After Completion 4 Years Continuous Service	After Completion 5 Years Continuous Service
Teller/Reception	11.15	11.67	12.21	12.73	13.25	13.79	14.33
Head Teller	11.94	12.46	13.00	13.52	14.06	14.59	15.12
Loan Officer	13.00	13.52	14.06	14.59	15.12	15.65	16.18
Senior Loan Officer	14.85	15.39	15.91	16.45	16.97	17.51	18.04
Junior Accounting	14.59	15.12	15.65	16.18	16.71	17.24	17.77
Senior I.T.	17.51	18.04	18.57	19.10	19.63	20.16	21.47



APPENDIX "A"

PAY SCALE

Effective the First Full Pay Period Beginning On or After September 1, 2020:

Job Classifications	Start Rate	After Completion of Probationary Period	After Completion 1 Year Continuous Service	After Completion 2 Years Continuous Service	After Completion 3 Years Continuous Service	After Completion 4 Years Continuous Service	After Completion 5 Years Continuous Service
Teller/Reception	11.49	12.02	12.58	13.11	13.65	14.20	14.76
Head Teller	12.30	12.83	13.39	13.93	14.48	15.03	15.57
Loan Officer	13.39	13.93	14.48	15.03	15.57	16.12	16.67
Senior Loan Officer	15.30	15.85	16.39	16.94	17.48	18.04	18.58
Junior Accounting	15.03	15.57	16.12	16.67	17.21	17.76	18.30
Senior I.T.	18.04	18.58	19.13	19.67	20.22	20.77	22.11

APPENDIX "A"

PAY SCALE

Effective the First Full Pay Period Beginning On or After September 1, 2021:

Job Classifications	Start Rate	After Completion of Probationary Period	After Completion 1 Year Continuous Service	After Completion 2 Years Continuous Service	After Completion 3 Years Continuous Service	After Completion 4 Years Continuous Service	After Completion 5 Years Continuous Service
Teller/Reception	11.84	12.38	12.96	13.50	14.06	14.63	15.20
Head Teller	12.67	13.22	13.79	14.35	14.91	15.48	16.04
Loan Officer	13.79	14.35	14.91	15.48	16.04	16.60	17.17
Senior Loan Officer	15.76	16.33	16.88	17.45	18.00	18.58	19.14
Junior Accounting	15.48	16.04	16.60	17.17	17.73	18.29	18.85
Senior I.T.	18.58	19.14	19.70	20.26	20.83	21.39	22.77

APPENDIX "B"

AMOUNT OF PAID EARNED TIME OFF (PETO)

PETO HOURS ARE CREDITED JANUARY 1<sup>ST</sup>

<b>Hours Actually Worked During 12 Months Preceding January 1<sup>st</sup></b>	<b>Less than 1 Year Seniority January 1<sup>st</sup></b>
1200 – 1599	8
1600 – 1999	16
2000 or more	24

Hours Actually Worked During 12 Months Preceding January 1 <sup>st</sup>	1 Year But Less Than 2 Years Seniority January 1 <sup>st</sup>
1200 – 1299	7
1300 – 1399	14
1400 – 1499	21
1500 – 1599	28
1600 – 1699	35
1700 – 1799	42
1800 – 1871	49
1872 or more	56

<b>Hours Actually Worked During 12 Months Preceding January 1<sup>st</sup></b>	<b>2 Years But Less Than 5 Years Seniority January 1<sup>st</sup></b>
1200 – 1299	7
1300 - 1399	14
1400 - 1499	21
1500 - 1599	28
1600 - 1699	35
1700 - 1799	42
1800 - 1855	49
1856 or more	56

Hours Actually Worked During 12 Months Preceding January 1 <sup>st</sup>	5 Years But Less Than 10 Years Seniority January 1 <sup>st</sup>
1200 - 1299	7
1300 - 1399	14
1400 - 1499	21
1500 - 1599	28
1600 - 1699	35
1700 - 1799	42
1800 - 1831	49
1832 or more	56

Hours Actually Worked During 12 Months Preceding January 1 <sup>st</sup>	10 Years But Less Than 15 Years Seniority January 1 <sup>st</sup>
1200 – 1299	7
1300 - 1399	14
1400 - 1499	21
1500 - 1599	28
1600 - 1699	35
1700 - 1799	42
1800 - 1807	49
1808 or more	56

<b>Hours Actually Worked During 12 Months Preceding January 1<sup>st</sup></b>	<b>15 Years But Less Than 20 Years Seniority January 1<sup>st</sup></b>
1100 – 1199	7
1200 - 1299	14
1300 - 1399	21
1400 - 1499	28
1500 - 1599	35
1600 - 1699	42
1700 - 1791	49
1792 or more	56



<b>Hours Actually Worked During 12 Months Preceding January 1<sup>st</sup></b>	<b>20 Years or More Seniority January 1<sup>st</sup></b>
1100 – 1199	7
1200 - 1299	14
1300 - 1399	21
1400 - 1499	28
1500 - 1599	35
1600 - 1699	42
1700 - 1751	49
1752 or more	56

LETTER OF AGREEMENT

RIVERTOWN COMMUNITY FEDERAL CREDIT UNION

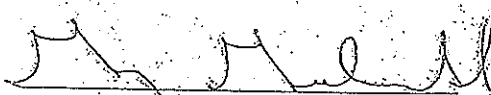
SUBJECT: OPEIU 2011 - 2014 Collective Bargaining Agreement  
Group Health Program  
Annual Cost Savings Exploration

During the negotiations between the Credit Union and the OPEIU leading to the 2011 – 2014 Collective Bargaining Agreement, the subject of the continuing increases in the cost of the Credit Union's group health benefit program was discussed.

In recognition of this issue, it was agreed that during the month of October each year the parties will meet to explore options available for plan design or other changes that would achieve cost savings and avoid to the extent practicable increases in cost contributions by both employees and the Credit Union.

RIVERTOWN COMMUNITY FEDERAL  
CREDIT UNION

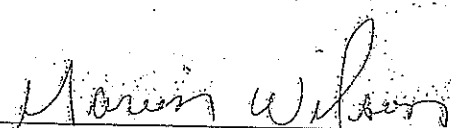
OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 459  
(AFL-CIO-CLC)

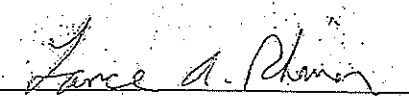
  
Greg Golembiewski  
Board President

  
Angie Hudson  
Negotiations Committee Member

Dated: 12-13-17


Dated: 12-7-17

  
Marvin Wilson  
Board Member  
Negotiations Committee Member

  
Lance A. Rhines  
OPEIU Local 459 Service Representative

Dated: 12-18-17

Dated: 12-4-17

  
Sean D. Tubbs  
Credit Union CEO/Manager

Dated: 12-7-17

Continuation. This Letter of Agreement shall be continued (new signature and dates not required) as an attachment to successor OPEIU Collective Bargaining Agreements unless agreed otherwise in contract negotiations.

LETTER OF AGREEMENT

RIVERTOWN COMMUNITY FEDERAL CREDIT UNION

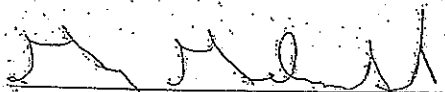
SUBJECT: OPEIU 2011 - 2014 Collective Bargaining Agreement  
Paid Earned Time Off (PETO)  
Use and Application

During the negotiations between the Credit Union and the OPEIU leading to the 2011 – 2014 Collective Bargaining Agreement, a clarification regarding the use and application of employee PETO was discussed and agreed upon.

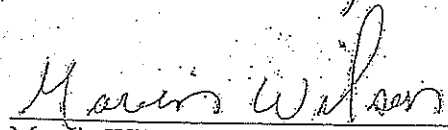
The purpose of this Letter of Agreement is to set forth the following clarification agreed upon by the parties:

The Credit Union reserves the right to apply unused, accumulated and credited PETO time to an employee's absence from work, regardless of whether or not the employee requested such usage.


RIVERTOWN COMMUNITY FEDERAL  
CREDIT UNION

  
Greg Golembiewski  
Board President

Dated: 12-18-17

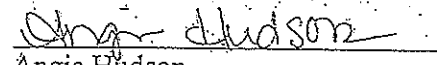
  
Marvin Wilson  
Board Member  
Negotiations Committee Member

Dated: 12 18 17

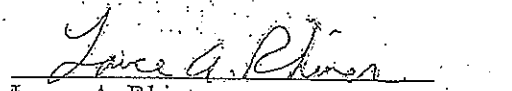
  
Sean D. Tubbs  
Credit Union CEO/Manager

Dated: 12.7.17

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 459  
(AFL-CIO-CLC)

  
Angie Hudson  
Negotiations Committee Member

Dated: 12-7-17

  
Lance A. Rhines  
OPEIU Local 459 Service Representative

Dated: 12-4-17

Continuation. This Letter of Agreement shall be continued (new signature and dates not required) as an attachment to successor OPEIU Collective Bargaining Agreements unless agreed otherwise in contract negotiations.