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Agreement
Between the
FinancialEdge Community Credit Union
And
Utility Workers Union of America
Local 542

**Regarding Terms of Employment,
Wages, Hours and Rights of the
Parties hereto**

(January 1, 2012 through December 31, 2015)

**U.W.U.A. Local 542/FinancialEdge Community Credit Union
Agreement
January 1, 2012 through December 31, 2015**

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AGREEMENT

This agreement entered into on the 7th day of Oct, 2013,
By and between the **FINANCIALEDGE COMMUNITY CREDIT UNION**, hereinafter call the
"Credit Union" and the **UTILITY WORKERS UNION OF AMERICA, LOCAL 542**, hereinafter
called the "Union" as follows:

DEFINITIONS

"UNION" shall be defined as the officers, representatives, and members of the Utility Workers of America, AFL-CIO, a non-profit labor organization.

"CREDIT UNION" shall be defined as the representatives of the FinancialEdge Community Credit Union.

"GRIEVANCE" shall be defined as an allegation or complaint by an employee of U.W.U.A. Local 542, or the Credit Union that there has been a violation of the Contract.

"PROMOTION" A promotion shall be a transfer to a position with a higher paygrade.

"BIDDING" Bidding is the process used to apply for a different position in the bargaining unit.

"PART TIME EMPLOYEES" shall be defined as those employees who work thirty-five (35) hours or less per week.

"VACANCY" Vacancy shall be defined as a position in the bargaining unit which the Credit Union intends to fill, to which nobody has claim.

"TRANSFER" Transfer shall be defined as the voluntary movement by an employee from one position to another.

EARLY RETIREMENT DEFINED

Early retirement is retirement after severance from the employment of a member at the sole option of the Participant, as of the first day of any month prior to the participant's Normal retirement date, (hereafter called the Early Retirement Date) provided, however, if such Participant is not being paid Disability Income as provided in Article 5 hereof, that such Early retirement must be subsequent to the date as of which he/she has either:

- A. Completed ten (10) years of Credited Service and attained age fifty (50), or
- B. Attained age sixty (60) but not age sixty-five (65) and has a combination attained age and Credited Service, both taken to the nearest whole month, which equals seventy (70), or to such other date provided for in accordance with section 6.1 (a) hereof with respect to terminating Participants who have elected vested deferred benefits. At the option of a member and with the approval of the Trustees, the foregoing provisions of this Section 4.4 may be liberalized with the respect to all Participants of such Member.

ARTICLE I RECOGNITION

SECTION 1:1 RECOGNITION

“The Credit Union hereby recognizes U.W.U.A. Local 542 as the exclusive bargaining representative for those employees in the hereinafter defined bargaining unit for the purpose of collective bargaining in respect to rates of pay, wages, hours, terms of employment of other conditions of employment.”

The Credit Union agrees not to aid, promote, or finance any labor group or organization, which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining U.W.U.A Local 542.

Union member shall not be discriminated against as such, nor shall favoritism or partiality be shown. However, the union agrees that it will use its best effort to cause its members, individually and collectively, to perform a fair days work efficiently and safely.

It will be the union's responsibility to see that those whom they represent comply with this agreement, and it will be the credit union's responsibility to see that its supervisory employees comply with this agreement.”

SECTION 1:2 EMPLOYEES COVERED

- A. The bargaining unit consist of all Credit Union employees except the CEO, Vice Presidents, Directors, Managers, the FinancialEdge Community Credit Union Board; and part-time employees or temporary employees.
- B. Upon merger or acquisition involving employees performing work covered by this agreement it is understood that this agreement will apply. It is further agreed that the parties will negotiate concerning positions of varying titles performing similar work of those excluded from the bargaining unit with regard to their exclusion from the bargaining unit.
- C. No persons employed by the Credit Union or applicants for Credit Union employment shall be discriminated against because of race, creed, color, sex, national origin, or handicap. Every effort shall be made to encourage applicants for Credit Union Employment from all racial, religious and nationality groups.

SECTION 1:3 CHECK-OFF

Upon receipt of written authorization of payroll deductions from an employee, the Credit Union agrees to deduct U.W.U.A. Local 542 membership dues and initiation fees or the equivalent amount from non-members, levied in accordance with this agreement and with the constitution and By-Laws of U.W.U.A. Local 542, from the pay of each employee authorizing said deduction. Said dues shall be deducted from the employee's pay the first and second pay periods of each month in equal installments of one-half (1/2) the monthly amount. If there are three (3) pay periods in a month, no dues deduction shall be made on the third pay period. After collection of said dues, the Credit Union shall remit all dues or the equivalent made from the deduction of the employees' paychecks to the Treasurer of U.W.U.A. Local 542 within five (5) work days of the time said deductions are made.

U.W.U.A. Local 542 will initially notify the Credit Union as to the amount of dues to be deducted. Such notification shall be certified to the Credit Union in writing over the signatures of the authorized officer or officers of U.W.U.A Local 542. Changes in U.W.U.A. Local 542 membership dues will be similarly certified to the Credit Union and shall be submitted at least one month in advance of the effective date of such changes.

ARTICLE II
U.W.U.A. LOCAL 542 BARGAINING COMMITTEE

SECTION 2:1 COMPOSITION

The Bargaining Committee of U.W.U.A Local 542 shall include not more than two (2) covered employees from the FinancialEdge Community Credit Union plus three (3) representatives of U.W.U.A Local 542.

SECTION 2:2 NON-DISCRIMINATION AND COMPENSATION OF COMMITTEE

There will be no discrimination against any employee because of his/her duties as a Union Official, Union Representative or Committee. The committee members who are employed by the Credit Union shall be permitted to attend bargaining sessions without loss of pay for up to two (2) hours at their regular straight time wage. The time and place of negotiations shall be mutually agreed upon. There will be no telephone communications between U.W.U.A. Local 542 representatives and the Credit Union employees that would tie up the Credit Union business lines.

ARTICLE III
GRIEVANCE

SECTION 3:1 PRESENTATION OF GRIEVANCE

- a. An Employee shall first present his/her grievance to his/her immediate supervisor.
- b. In the event the union determines it is necessary that a grievance be filed on behalf of all members of the bargaining unit, the grievance will be submitted directly to Step 2.
- c. If an employee is issued a disciplinary suspension or discharged the grievance shall be submitted directly to step 2.

Step 1: An Employee representative may present a written statement of the grievance to his/her immediate supervisor on a form agreed to by the parties (Appendix "A") including; the date of occurrence, a brief explanation of the alleged violation and the remedy sought, within five (5) working days from the occurrence giving rise to the grievance or when the grieving party should have known about the occurrence. The supervisor must file an answer within five (5) working days of the receipt of the grievance.

Step 2: If the supervisor's answer is unsatisfactory to the Union, the employee representative will have five (5) working days to request a meeting with the CEO. Such a meeting will include the CEO and/or his/her representative and two (2) Union representatives. It shall be arranged within fifteen (15) working days of the receipt of the written grievance by the CEO. In the event the Union representative is the aggrieved employee; another Union representative may be included in the meeting.

The CEO must file an answer within five (5) working days of the meeting.

Step 3: If the CEO answer is unsatisfactory to the Union, the Union will have five (5) working days to refer the matter to the Personnel Committee of the Board. The Personnel Committee will review the evidence, including taking statements from both the Union and the administration. Within fifteen (15) working days the Committee will make a recommendation.

Step 4: If the recommendation of the Personnel Committee is unsatisfactory to the Union, the matter may be referred to the Credit Union Board within ten (10) working days of the receipt of the Committee's recommendation.

The Credit Union Board will hear the grievance at its next regular meeting and answer the grievance within ten (10) working days of the meeting.

Step 5: If the answer of the Credit Union Board is unsatisfactory to the Union, the Union shall have ten (10) working days following the receipt of the answer to notify the employer of its desire to proceed to mediation and the parties hereby agree to have a state Mediator selected from the Michigan Employment Relations Commission.

Step 6: If state mediation is unsatisfactory to the Union, the Union shall have twenty-five (25) working days from the completion of the Mediation process to notify the employer of its desire to proceed to arbitration and the parties hereby agree to have an impartial arbitrator selected from the American Arbitration Association and have the matter arbitrated with the decision to be binding on both parties.

- Only one (1) grievance may be submitted to an Arbitrator selected unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on the arbitrability of an issue and then the issue.
- The parties agree to be bound by the rules of the American Arbitration Association in the processing of the grievance. The Arbitrator shall conduct proceedings and render decisions in accordance with the rules of the American Arbitration Association and shall have no power to change or ignore any of the provisions of this Agreement.
- The Union will give the CEO of the Credit Union five (5) calendar days advance notice of employees it needs to be excused from work to attend the arbitration hearing. If a scheduled arbitration case is postponed on less than one (1) weeks' notice to the other party, the party requesting the postponement will pay any and all arbitrator charges caused by the postponement.
- The Employer and the Union agree to share equally all other expenses of the Arbitrator. Expenses for attendees and or witnesses shall be borne by the party who called them.
- The parties may mutually agree in writing to extend the timelines.

SECTION 3:2 GRIEVANCE, FAILURE TO APPEAL/ANSWER

Failure on the part of the Union to appeal the Employer's answer within the time limits shall be considered as the Union's acceptance of the Employer's last answer, and the grievance shall be considered closed. In the event the employer fails to comply with the time limits, it shall be construed as in favor of the Union, and the grievance shall be awarded to the Union.

SECTION 3:3 GRIEVANCE PAY

Short grievance meetings not to exceed one-half (1/2) hour between the Credit Union and U.W.U.A. Local 542 during business hours shall be with pay for the aggrieved and up to one (1) Union representative employed with the Employer. Any time spent in union business after the scheduled work shift shall be unpaid.

ARTICLE IV SENIORITY

SECTION 4:1 SENIORITY

After ninety (90) calendar days from the date of hire, seniority is hereby granted to all employees of the Credit Union within the bargaining Unit and is calculated from the employee's last date of hire. These days may be extended an additional thirty (30) days to sixty (60) calendar days with written notice to the Local Union President by the Credit Union if management determines further review/training is needed so the employee may demonstrate his/her ability to effectively perform the duties of the position.

SECTION 4:2 SENIORITY LIST

At the date of execution of this agreement, the Credit Union will furnish to U.W.U.A. Local 542 a seniority list that is up-to-date, which will show the individual employee's hire date, their name, and their seniority date. Such seniority list will be posted on a bulletin board provided by the Credit Union so each employee may know his/her seniority. If the seniority date posted is not contested by either party within thirty (30) calendar days then said date of seniority is correct. The Credit Union will provide to the Union President an updated seniority list whenever that list is changed due to any reason.

SECTION 4:3 SENIORITY OF EMPLOYEES WITH THE SAME DATE OF HIRE

When a dispute arises as to the seniority of employees having the same date of hire, seniority shall be determined by lot.

SECTION 4:4 LOSS OF SENIORITY

- A. An employee may lose his/her seniority for the following reasons only:
1. Resignation
 2. Retirement
 3. If laid off for a period exceeding his/her seniority period with the Credit Union or two (2) years, whichever comes first.
 4. The employee is not bondable.
 5. The employee is discharged for cause.
 6. The employee fails to respond to a recall in a timely manner.
 7. Engaging in employment while on leave (compensation from the Union shall not be considered employment for purposes of this section).
- B. Seniority shall not accumulate during a leave of absence of more than (30) work Days, except in the case of personal illness, then seniority shall not accumulate for a period exceeding the seniority period at the beginning of the employee's leave. Proof of illness, preventing a return to work, shall be furnished upon request of the CEO, but not more than sixty (60) calendar days.

SECTION 4:5 UNION REPRESENTATIVE PRIVILEGE

The duly elected Union representative shall not be laid off so long as there is a job open for which he/she qualifies.

**ARTICLE V
LAY-OFF**

SECTION 5:1 LAY-OFF OF EMPLOYEES

Any lay-off of employees shall be made by inverse order of their seniority, subject to the ability of the employee to perform the duties of the classification in which there is no less senior employee. No permanent employee shall be laid off from any position for which they are qualified while any temporary and/or part-time employees are still employed.

SECTION 5:2 NOTICE OF LAY-OFF

The CEO shall give written notice to the permanent employee and U.W.U.A. local 542 on any proposed lay-off. Such notice shall state the reasons therefore, and shall be submitted at least ten (10) working days before the effective date thereof, except in the case of an unanticipated event. All accrued vacation will be paid off on the effective date of the lay-off. Sick leave time will be frozen until recall time is exhausted as referred to in 4:4 A.3.

SECTION 5:3 RECALL FROM LAY-OFF

Permanent employees shall be recalled from lay-off on the basis of the ability of the employee to perform the duties of the required classification and their seniority. The Credit Union shall notify the employee of the recall by certified mail, with return receipt requested, of the recall. The employee shall be allowed three (3) working days to respond after the notice has been sent by certified mail to their last known address. Employees who decline recall, or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed (24 work hours), shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility list.

SECTION 5:4 NOTICE OF RESIGNATION

All employees shall give written notice at least ten (10) working days prior to the effective date of resignation.

**ARTICLE VI
UNION REPRESENTATION**

The employee may have one (1) Union Representative elected from their membership.

In the absence of a Union Representative, an alternate may be appointed by the U.W.U.A. Local 542's President.

**ARTICLE VII
PROMOTION/REINSTATEMENT**

SECTION 7:1 BASIS OF PROMOTIONS

Promotions and transfers within the bargaining unit shall be made on the basis of seniority and qualifications.

Employees who may be interested shall apply within the posting period. The employee awarded the position shall be granted up to sixty (60) calendar days probationary period for management to determine his/her ability to perform the job. This Probationary time may be extended for thirty (30) calendar days by management if it is determined more training needs to occur. A letter extending the time limit must be sent to the Union president. During the probationary period, the employee may request to revert back to his/her former classification, or the Employer may revert the employee back to his/her prior incumbent position.

SECTION 7:2 SCHOLASTIC RECORD

Any employee of the Credit Union will not be discriminated against merely because he/she does not have a high school or G.E.D. certificate, and they shall not be limited to any position, but shall be considered for any position on the basis of their seniority and ability to perform a job. However, U.W.U.A Local 542 recognizes the fact that some jobs may not be performed by people not having a high school diploma or a G.E.D. equivalent.

The Credit Union recognizes the benefits to both the Credit Union and employee for continued job training and education. To help realize these benefits where prudent and appropriate, the tuition, books and lab fees will be reimbursed, after successful completion of a course with a grade of B or better, for job related courses at colleges, universities and continuing education centers with prior approval from the CEO. Reimbursement not to exceed \$1,000 per year.

The employees will comply with all other reimbursement requirements contained in the Employee Handbook.

SECTION 7:3 PROCEDURE IN PROMOTION

Job vacancies within the Bargaining Unit will be posted for a period of five (5) working days provided the Credit Union has at least ten (10) working days notice of a vacancy occurring; otherwise, three (3) working days, setting forth the requirements for the position.

SECTION 7:4 POSTING OF VACANCIES

When a vacancy occurs, the position classification, requirements, qualifications, hours of employment and rates of pay shall be included in all postings.

SECTION 7:5 ASSIGNMENTS OF WORK OUT OF CLASSIFICATION

If a branch manager, or above, temporarily assigns an employee to a higher classification to perform the full scope of the job for five (5) consecutive workdays or more, the Credit Union will pay the employee retroactively for the higher classification he/she is working at the next level of pay that reflects a salary increase for the employee. If the employee is permanently placed in that classification, the employee will receive the next level of pay that reflects a salary increase for the employee, beginning with the first date of working the new classification, unless otherwise specified in this contract.

ARTICLE VIII
SICK LEAVE AND LEAVES OF ABSENCE

SECTION 8:1 SICK LEAVE

- A. Sick Time Accrual. On January 1 of each year, the Credit Union will credit a regular full-time permanent employee (non-new hire) with seven (7) days of paid sick leave to be used during the year received.

New hires in their first year will receive one half (1/2) sick day per month. The sick time will accrue when the employee has worked a minimum of (10) days in the month. New hires may not use sick time until it has accrued.

Any employee may use up to twelve (12) hours of their yearly allotted sick leave seven (7) days, in no less than one hour increments for any appointments including for family (defined below) appointments that cannot be scheduled outside of Credit Union business hours. If special circumstances require additional appointment hours above the twelve (12), prior approval must be granted by the CEO. Such approval shall be on a case-by-case basis and will not create any practice or precedent. Employees must provide at least 48 hours' notice to use time for doctors' appointments unless urgent or emergency care is required.

- B. Sick Bank. The credit union will bank for an employee up to ninety-nine (99) days. Any days above ninety-nine (99) will be forfeited.

An employee may use his/her sick bank in accordance with the section on Sick Bank Usage below. Employees will continue to receive fringe benefits while on Credit Union Paid sick leave.

- C. Sick Bank Usage. Employees may use banked sick days (more than the allotted seven (7) days a year) only after they have been off work for four (4) consecutive days. The Credit Union will apply the banked sick days beginning with the employee's fourth consecutive sick day and the Credit Union will apply retroactively to day 1 of the continuous leave. The banked sick days must be used consecutively and only in conjunction with an illness of greater than four (4) days. In order to use banked sick days, an employee must provide a treating doctor's certification of illness covering the period of the employee's use of banked sick days. An employee may substitute accrued vacation time during the wait period if the employee is out of their yearly sick time.

As an exception to the above, in the event an employee's illness or injury is anticipated to be four (4) consecutive days or more at the onset (by proof of a physician's certificate) the wait time to access the Sick Bank shall be four (4) days or the remaining days/hours of the employee's yearly allotment, whichever is lesser.

- D. Employee Retirement. In the event an employee retires, for employees hired prior to July 1, 1994, he/she shall receive compensation in a sum equivalent to one-half (1/2) of the maximum of sixty (60) days at his/her prevailing hourly rate plus longevity, if applicable, according to his/her classification. Upon retirement, all employees hired after July 1, 1994 will receive a sum equivalent to one-quarter (1/4) of his/her accumulated sick leave credits up to a maximum of sixty (60) days at his/her prevailing hourly rate plus longevity, if applicable, according to his/her classification.

- E. Sick Leave for Immediate Family Illness. An employee may use up to five (5) days of their yearly paid sick leave (not banked time) for immediate family sickness. Immediate family shall be husband, wife, children or parent (excluding in-laws). A doctor's slip may be required. The employee may substitute at their request vacation time to cover for family illness.
- F. Certification of Sick Leave. An employee off sick shall cooperate in furnishing information to verify their illness or that of an immediate family member as applicable. The Credit Union expects that employees that cannot report to work due to illness will be confined to their home, unless hospitalized or seeking other medical assistance. If a Credit Union manager or agent calls the home of an absent employee and the employee is not at home; the employee shall furnish a doctor's certificate or statement verifying the illness and may be disciplined, up to and including discharge, for misuse of sick leave if not verifiable. The Credit Union shall have the discretion to require the furnishing of a doctor's statement in its sole discretion at any time. The false reporting of time off as being required for sickness shall constitute an offense, for which the employee may be disciplined up to and including discharge.
- G. Reporting Absenteeism. Employees must follow the Credit Union's policies regarding reporting off for work, including properly notifying the designated individual.
- H. Michigan Worker's Compensation Act. Any employee who alleges to have suffered a disputed work-related injury shall nevertheless be allowed to use their accrued sick leave benefits; provided, the employee first agrees in writing to reimburse the Credit Union for the sick leave payments from any workers' compensation benefits covering the same period.

SECTION 8:2 MEDICAL LEAVE AND EMERGENCY LEAVE

- A. Medical Leave. All regular full-time employees shall be eligible for up to six (6) weeks of unpaid medical leave with a doctor's certification for their own serious health condition, a serious health condition of a spouse, child, or for the birth of a baby. A request for unpaid medical leave must be made in writing to the CEO. Written approval of the CEO is required.

During the 6 week unpaid medical leave, all benefit and seniority accrual will continue with the exception of sick time accrual. The Credit Union will continue health care coverage during the six (6) weeks of unpaid leave for regular full-time employees; provided, the employee continues payment of their premium contribution in advance of the premium due date. The Credit Union will inform the employee in writing of the premium due date, including remitter. An employee may request to substitute any unused vacation time during the unpaid leave period. Upon returning to work, the employee will be returned to the same position and rate of pay held prior to taking leave. Employees must use all accrued sick time prior to (concurrent with) unpaid medical leave. All payroll deductions in effect prior to the leave shall be reinstated unless otherwise directed in writing by the employee.

In exceptional circumstances, additional unpaid leave time in up to one thirty (30) calendar day interval may be granted with written CEO approval, provided a request is made in writing two (2) weeks in advance. Unpaid medical leaves that go beyond six (6) weeks shall not be covered under the medical insurance program. The employee may continue coverage on a self-pay basis pursuant to COBRA. Unpaid medical leaves in excess of ten (10) weeks may not have position reinstatement protection and shall be deducted from service years when calculating retirement, longevity and seniority. Service and retirement credit, longevity and seniority will commence upon the employee's first day of returning to work.

All employees must have a return to work certification from their treating health care provider on or prior to returning to work. To be eligible for medical leave the employee must have at least one year of service and have worked a minimum of 1,250 hours in the previous calendar year. An employee must submit his/her request for medical leave in writing in a reasonable amount of time prior to foreseeable leave and as soon as possible prior to the start for unforeseeable leave. An employee is expected to miss work for at least five (5) full days before medical leave will be considered.

- B. Family Medical Leave Act. Should the Credit Union become subject to the Family and Medical Leave Act of 1993 (FMLA), any Article or section of the Agreement in conflict with the Act shall be void and the FMLA shall apply. The parties agree that this shall not nullify any provision of this Article that is not in conflict with the Act. However, the parties agree to negotiate the effects of the Act on the remaining provision of this Article. These negotiations will be limited to this Article only.
- C. Emergency Leave. All regular full-time employees are eligible for up to two (2) work days without pay for medical emergencies only; subject to the approval of the CEO. In addition, all regular full-time employees are eligible for one (1) work day without pay; subject to the approval of the CEO only after the employee's vacation days have been exhausted.

SECTION 8:3 FUNERAL LEAVE

An employee shall be allowed three (3) workdays leave with pay, aside from sick leave, vacation and holidays, as funeral leave days when a death occurs in his/her immediate family. If a death of an immediate family member occurs outside of the Lower Peninsula of Michigan, an additional work day for travel time will be allowed.

For the purpose of this section, immediate family shall be husband, wife, children, mother, stepmother, father, stepfather, grandmother, grandmother-in-law, grandfather, grandfather-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, brothers, sisters and grandchildren.

Upon the death of an aunt or uncle, or in case of a minor child; the death of the child's parent, members will be allowed one (1) work day of funeral leave only.

Where requested by proper officials of a recognized Veteran's Organization, an employee may be granted reasonable time off with pay, to attend a veteran's funeral or civic affair as a representative of the Veteran's Organization. Such time off must be approved by the CEO and in the opinion of the Credit Union, does not adversely affect operations.

In the event of the death covered by the provisions of this section, additional unpaid time off may be granted by the CEO.

SECTION 8:4 PERSONAL LEAVE WITHOUT PAY

Two (2) work days without pay – medical emergency only; subject to CEO’s approval. One (1) work day without pay; subject to CEO’s approval and after the employee’s vacation days have been exhausted.

SECTION 8:5 PERSONAL LEAVE OF ABSENCE

Employees may be granted a one (1) time unpaid, non-medical, leave of absence for up to 30 calendar days within a backward rolling 12 month period without loss of benefits provided for in this agreement. Such leave is subject to CEO’s approval and may be withheld due to staffing requirements or other valid business reasons. The Employee shall not work another job or look for another job during this leave period.

**ARTICLE IX
VACATIONS AND HOLIDAYS**

SECTION 9:1 VACATION

Vacation days are effective on January 1 on the calendar year.

The vacation table listed below shall apply to all regular full-time employees:

Service	Vacation
Anniversary	Days
Hire year	* See below
1 st	10
2 nd through 5 th	15
6 th through 9 th	20
10 th through 14 th	22
15 th through 19 th	25
20 th through 24 th	27
25 th or above	29

For employees hired July 1, 2013 or after:

Service	Vacation
Anniversary	Days
Hire year	* See below
1 st	6
2 nd through 5 th	10
6 th through 9 th	15
10 th through 14 th	18
15 th through 19 th	20
20 th through 24 th	22
25 th or above	25
30th and above	29

- * During the first year of employment (hire year) full-time employees will accrue a ½ day vacation per month. During the first 3 months of employment, employees will be accruing vacation and will be eligible for vacation beginning the first day after the third full month of employment. (If an employee starts between the 1st and 15th of the month, it will be considered a full month for vacation purposes.)

Examples:

Employee starts January 8th and will be eligible to utilize vacation April 1st

Employee starts January 24th and will be eligible to utilize vacation May 1st

Vacation shall be taken as much as possible in the calendar year, subject to the following expectations:

1. Where specifically requested by the CEO
2. Where the employee is absent on sick leave and such absence would cause him/her to lose his/her vacation pay, then, in such event, he shall be paid his/her vacation in addition to the sick leave.
3. Of, if in the event of sickness, injury or disability in excess of that authorized for such purposes, the employee may, with the approval of the CEO, charge such additional time off against his/her vacation allowance.
4. Where, during an employee's vacation a holiday falls, the employee shall receive credit for the holiday. Vacation schedules shall be set up with particular regard to the seniority of the employees and in accordance with operating requirements, and insofar as possible, by the written request of the employees.

The employees shall receive regular pay and all fringe benefits while on vacation that he/she would have received had he/she been working. However, it is the purpose of this contract to encourage the employees to take their vacation time, and in accordance therewith, to the foregoing, the employee is not allowed to work for the Credit Union during his/her vacation time. In other words, the Credit Union may not pay an employee his/her regular vacation time and his/her regular pay for the same period of time; subject of course, to the exceptions listed above. On termination by retirement, discharge, or resignation, the employee is to be paid for whatever vacation time has accumulated during the year in which he/she either retires or leaves the employment of the Credit Union.

SECTION 9:2 HOLIDAYS

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reason of general holiday.

The following shall be Credit Union holidays:

New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving
Christmas

The Credit Union will close at 2:00 p.m. on Christmas Eve and New Year's Eve and employees will be released without loss of their regular straight time wage.

When a holiday falls on a day where the employee is not scheduled to work, or because he/she is on vacation, sick or on other time off, or because the holiday falls on a weekend or other time off, the employee shall be entitled to an additional day of holiday to be taken as a personal holiday, subject to the convenience of the CEO, and such holidays must be used within the year earned as they are not cumulative. An employee on formal unpaid leave of absence or lay-off (removed from payroll) shall not receive holiday pay as provided in this contract.

ARTICLE X INSURANCE COVERAGE/PENSION

SECTION 10:1 INSURANCE

- A. The Credit Union shall provide Hospitalization, Medical and Dental insurance coverage to all full-time employees and their dependents for the duration of this agreement subject to payment of premium share and plan rules. (Premium for this Article shall be defined as the total amount of the carrier's monthly invoice.)
- B. At an appropriate time, during the open enrollment period each year, employees will be given the opportunity to select the coverage desired; Hospitalization/Medical/Dental (Single, 2-Person, or Family) or Dental Only (Single, 2-Person, Family) or Waiver of Coverage. If the employee's spouse has affordable health care coverage through his/her employer, he/she will not be eligible to take coverage from the Credit Union. (Affordable care shall be defined as the spouse having to contribute no more than 40% of the premium cost of the selected level (Single, 2-Person, Family) of the base plan.) Employees shall be responsible for providing annual proof that his/her spouse does not have affordable coverage offered through his/her employer. Any employee that submits fraudulent proof shall be subject to discipline up to and including termination for misconduct.
- C. Employees will be responsible for paying 15% of the monthly premium contribution (Participant Premium Share) effective September 1, 2013; 18% of the monthly premium contribution effective January 1, 2014; and 20% of the monthly premium contribution effective July 1, 2014 and thereafter for the insurance level selected. Payments will be by payroll deduction and will be pre-tax as allowed by law. Employees will also be responsible for deductibles and co-payments beyond any HRA reimbursements, as applicable, provided by the Employer.
- D. Retirees. The Credit Union will provide insurance, without Dental, or any other additional benefits, for the retiree only, as follows:
 - a. For employees hired prior to January 1, 2006 and who have had fifteen (15) consecutive years of employment immediately prior to retirement or;
 - b. For employees hired after January 1, 2006 and have had twenty (20) consecutive years of employment immediately prior to retirement;
 - c. All retirees must contribute 13% of the cost of the health care premium monthly cost and are subject to all other plan rules. Retirees will also be responsible for deductibles and co-payments beyond the HRA reimbursement deductibles provided by the Employer.
 - d. Employer provided insurance including HRA reimbursement will terminate upon the employee becoming Medicare eligible. However, the Credit Union will pay the retiree up to \$80 per month for Medicare complementary insurance upon providing quarterly proof of purchase of coverage in the employee's name. The \$80 per month reimbursement shall be for the retiree only.

Retiree Health Care benefits for employees who retire in the future are subject to change based on future negotiations.

Medical Insurance Waiver – The Credit Union will pay \$500.00 per year to any active employee who elects not to participate in the Credit Union's health insurance program. This waiver amount will be paid in a lump sum on the last pay of the calendar year. Employees choosing the option must show proof of having other medical coverage prior to signing up for the waiver program.

SECTION 10:2 WORKMEN'S COMPENSATION

The Credit Union will supplement Workmen's Compensation payments as follows for disability due to a work-connected injury, upon the condition that any compensation checks applicable are returned to the Credit Union.

The employee shall receive eighty per cent (80%) of pay from date of injury.

Workmen's compensation shall be effective only when an injury is considered to be in the line of duty and will be with the understanding that the necessary doctor's reports would be made periodically to the CEO and that each case will be decided on its individual merits. For the first six (6) months an employee is disabled under Workmen's Compensation, the employee shall continue to accumulate vacation leave credit, sick leave credit and all other fringe benefits, which are normally credited to the employees. Hospitalization coverage will continue after said six (6) month period, not to exceed eighteen (18) months from the date of disability (providing this is in agreement with the State Compensation Law.)

SECTION 10:3 PENSION

Effective January 1, 2013, the Credit Union shall provide for automatic 401(k) plan enrollment for all employees not currently enrolled in the Plan. The default deferral rate will be 3% with contributions being invested in a lifecycle fund based on the participant's age. Employees may opt out of enrollment by requesting to do so in writing, or may increase or decrease the deferral rate or invest in a fund(s) other than the lifecycle fund by requesting to do so in writing in accordance with Plan rules. For all new hires, automatic enrollment will commence upon the employee becoming eligible according to the Plan rules.

ARTICLE XI JURY DUTY AND RECALL

SECTION 11:1 JURY DUTY

Any employee who serves as a juror, except as part of some other employment in any Court or governmental agency, shall receive full pay from the Credit Union upon paying his/her juror fee to the FinancialEdge Community Credit Union.

SECTION 11:2 RECALL PAY

Any employee required to return to work outside of his/her regularly scheduled hours shall receive a minimum of one and one-half (1 ½) hours pay overtime rates. This shall not apply to overtime on a regular day's employment, whether the result of holding over on a job or being called in early, but the employee shall be paid overtime for his/her actual overtime.

**ARTICLE XII
REST PERIODS**

All employees shall be entitled to two (2) rest periods per shift, excluding a lunch period. These periods shall be taken one before and one after lunch. Length of the rest periods shall be fifteen (15) minutes per period.

**ARTICLE XIII
OVERTIME HOURS**

Overtime rates shall be paid for hours over regular employment. Overtime shall be any hours worked over forty (40) hours per calendar week or any time in excess of eight and one half (8.5) hours per twenty-four (24) hour period except for Member Services which will be in excess of eight (8) hours per twenty-four (24) hour period. If agreed upon in advance between the employee and their immediate manager, overtime pay may be substituted with flextime to be used during the same work week that the overtime was earned. The date and hours that the flextime is used must be approved by the manager. The Credit Union reserves the right to not allow flextime and instead pay the overtime earned.

Hours paid for at the overtime rate, or while on leave of any type, including time spent as a juror, shall not be used in computing whether an employee has worked a forty (40) hour week. The rate for overtime shall be one and one-half (1 ½) times the regular hourly base rate of pay.

Overtime will only be paid for hours worked in excess of nine (9) hours per twenty-four (24) hour period for a Teller who indicated a shortage or overage in their drawer at the end of the workday.

**ARTICLE XIV
SEVERABILITY**

If any of the provisions of this Contract are found to be illegal by a Court of competent jurisdiction or the Employment Relations Commission, said illegal portion may be stricken and all other provisions shall remain in full force and effect.

**ARTICLE XV
WAIVER CLAUSE**

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 matters 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 U.W.U.A. Local 542, 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, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.

**ARTICLE XVI
WAGES AND LONGEVITY**

SECTION 16:1 WAGES

The Credit Union agrees to pay wages to bargaining unit employees for the work they perform based upon their classification and level in accordance with the following wage schedules and the "Notes: (a) and (b)" following the wage schedules.

For those employees hired prior to June 1, 2013 and do not have a classification change:

		2012	9/1/2013	1/1/2014	7/1/2014	2015
			0.50%	0.75%	1.50%	0%
Paygrade 1	Starting	\$11.85	\$11.91	\$12.00	\$12.18	\$12.18
Consumer Loan Representative	1 Year	\$12.84	\$12.90	\$13.00	\$13.20	\$13.20
Teller	2 Years	\$13.80	\$13.87	\$13.97	\$14.18	\$14.18
	3 Years	\$14.74	\$14.81	\$14.92	\$15.14	\$15.14
Paygrade 2	Starting	\$11.85	\$12.43	\$12.52	\$12.71	\$12.71
Member Services Representative	1 Year	\$13.80	\$13.87	\$13.97	\$14.18	\$14.18
	2 Years	\$15.62	\$15.70	\$15.82	\$16.06	\$16.06
	3 Years	\$16.64	\$16.72	\$16.85	\$17.10	\$17.10
Paygrade 3	Starting	\$16.36	\$16.44	\$16.56	\$16.81	\$16.81
Collector	1 Year	\$16.84	\$16.92	\$17.05	\$17.31	\$17.31
Mortgage Loan Processor/Closer	2 Years	\$17.33	\$17.42	\$17.55	\$17.81	\$17.81
	3 Years	\$17.81	\$17.90	\$18.03	\$18.30	\$18.30
Paygrade 4	Starting	\$16.79	\$16.87	\$17.00	\$17.26	\$17.26
Consumer Loan Officer	1 Year	\$17.30	\$17.39	\$17.52	\$17.78	\$17.78
Teller Team Leader	2 Years	\$17.75	\$17.84	\$17.97	\$18.24	\$18.24
	3 Years	\$18.24	\$18.33	\$18.47	\$18.75	\$18.75
Paygrade 5	Starting	\$16.79	\$16.87	\$17.00	\$17.26	\$17.26
Loan Team Leader	1 Year	\$17.98	\$18.07	\$18.21	\$18.48	\$18.48
	2 Years	\$19.13	\$19.23	\$19.37	\$19.66	\$19.66
	3 Years	\$20.30	\$20.40	\$20.55	\$20.86	\$20.86
Paygrade 6	Starting	\$16.81	\$16.89	\$17.02	\$17.28	\$17.28
Accountant	1 Year	\$18.01	\$18.10	\$18.24	\$18.51	\$18.51
Operations Specialist	2 Years	\$19.48	\$19.58	\$19.73	\$20.03	\$20.03
	3 Years	\$20.86	\$20.96	\$21.12	\$21.44	\$21.44

For those employees hired prior to June 1, 2013 and have a classification change after June 1, 2013:

		6/1/2013	9/1/2013	1/1/2014	7/1/2014	2015
			0.50%	0.75%	1.50%	0%
Paygrade 1	Starting	\$11.85	\$11.91	\$12.00	\$12.18	\$12.18
Teller	18 Months	\$12.84	\$12.90	\$13.00	\$13.20	\$13.20
Consumer Loan Representative	3 Years	\$14.74	\$14.81	\$14.92	\$15.14	\$15.14
Paygrade 2	Starting	\$11.85	\$12.43	\$12.52	\$12.71	\$12.71
Member Services Representative	18 Months	\$13.80	\$13.87	\$13.97	\$14.18	\$14.18
Teller Team Leader	3 Years	\$16.64	\$16.72	\$16.85	\$17.10	\$17.10
Paygrade 3	Starting	\$16.36	\$16.44	\$16.56	\$16.81	\$16.81
Mortgage Loan Processor/Closer	18 Months	\$16.84	\$16.92	\$17.05	\$17.31	\$17.31
Collector	3 Years	\$17.81	\$17.90	\$18.03	\$18.30	\$18.30
Operations Specialist						
Paygrade 4	Starting	\$16.79	\$16.87	\$17.00	\$17.26	\$17.26
Consumer Loan Officer	18 Months	\$17.30	\$17.39	\$17.52	\$17.78	\$17.78
	3 Years	\$18.24	\$18.33	\$18.47	\$18.75	\$18.75
Paygrade 5	Starting	\$16.79	\$16.87	\$17.00	\$17.26	\$17.26
Loan Team Leader	18 Months	\$17.98	\$18.07	\$18.21	\$18.48	\$18.48
	3 Years	\$20.30	\$20.40	\$20.55	\$20.86	\$20.86
Paygrade 6	Starting	\$16.81	\$16.89	\$17.02	\$17.28	\$17.28
Accountant	18 Months	\$18.00	\$18.09	\$18.23	\$18.50	\$18.50
	3 Years	\$20.86	\$20.96	\$21.12	\$21.44	\$21.44

For those employees hired on or after June 1, 2013:

		6/1/2013	9/1/2013	1/1/2014	7/1/2014	2015
				0.75%	1.50%	0%
Paygrade 1	Starting	\$11.00	\$11.00	\$11.08	\$11.25	\$11.25
Teller	18 Months	\$11.50	\$11.50	\$11.59	\$11.76	\$11.76
Consumer Loan Representative	3 Years	\$12.00	\$12.00	\$12.09	\$12.27	\$12.27
Paygrade 2	Starting	\$12.37	\$12.37	\$12.46	\$12.65	\$12.65
Member Services Representative	18 Months	\$13.00	\$13.00	\$13.10	\$13.30	\$13.30
Teller Team Leader	3 Years	\$13.50	\$13.50	\$13.60	\$13.80	\$13.80

Paygrade 3	Starting	\$14.00	\$14.00	\$14.11	\$14.32	\$14.32
Mortgage Loan Processor/Closer	18 Months	\$14.50	\$14.50	\$14.61	\$14.83	\$14.83
Collector	3 Years	\$15.00	\$15.00	\$15.11	\$15.34	\$15.34
Operations Specialist						
Paygrade 4	Starting	\$14.75	\$14.75	\$14.86	\$15.08	\$15.08
Consumer Loan Officer	18 Months	\$16.00	\$16.00	\$16.12	\$16.36	\$16.36
	3 Years	\$16.50	\$16.50	\$16.62	\$16.87	\$16.87
Paygrade 5	Starting	\$16.50	\$16.50	\$16.62	\$16.87	\$16.87
Loan Team Leader	18 Months	\$17.00	\$17.00	\$17.13	\$17.39	\$17.39
	3 Years	\$17.50	\$17.50	\$17.63	\$17.89	\$17.89
Paygrade 6	Starting	\$17.50	\$17.50	\$17.63	\$17.89	\$17.89
Accountant	18 Months	\$18.00	\$18.00	\$18.14	\$18.41	\$18.41
	3 Years	\$18.50	\$18.50	\$18.64	\$18.92	\$18.92

NOTES:

For any of the above wage schedules, if an employee is going from a lower classification to a higher classification as a result of a permanent promotion the pay will be the first level that demonstrates an increase for the employee. The employee will remain at that level until he/she has worked the position for the period commensurate with the level. If an employee permanently transfers, or is demoted, from a higher classification to a lower classification, the employee will have their pay decreased accordingly.

The Credit Union will pay the first wage increase for any employee during 2013 simultaneously with the first health care premium contribution percentage increase deducted from employees' pay checks.

SECTION 16:2 LONGEVITY

Longevity pay: In addition to regular compensation, employees hired prior to January 1, 2009 shall receive longevity pay as follows:

5 years of employment	2%
10 years of employment	4%
15 years of employment	6%
20 years of employment	8%

Employees hired January 1, 2009 and after will not receive longevity pay.

Said longevity shall be computed on the basis of the employee's pay scale with a ceiling maximum each year as follows:

Year 2012	\$17,500.00
Year 2013	\$17,500.00
Year 2014	\$17,500.00
Year 2015	\$17,500.00

SECTION 16:3 CLOTHING ALLOWANCE

Effective January 1, 2012, all bargaining unit employees shall receive an annual reimbursement of up to \$100.00 for required pre-approved FinancialEdge Community Credit Union logo apparel. In addition to the current approved apparel vendor, the Credit Union will, where feasibly possible, provide a locally pre-approved vendor to employees for apparel. Reimbursement will be made only upon a receipt of purchase as provided by the employee.

ARTICLE XVII HOURS OF EMPLOYMENT

The FinancialEdge Community Credit Union reserves all rights to determine the hours of operation.

ARTICLE XVIII MANAGEMENT RIGHTS

Except as limited by this agreement, the management of FinancialEdge Community Credit Union retains the right in accordance with applicable law and regulation to the supervision, composition, assignment, direction, and the right to discipline for just cause, the employees of the Credit Union.

ARTICLE XIX JOB DESCRIPTIONS

The Job Descriptions as agreed to during negotiations are by reference made part of this agreement. Should the employer contemplate changes to the Job Descriptions by modification or addition of new Job Descriptions, a trial period of 30 days will commence upon notice to the Union. Following the trial period the employer shall give the Union 30 days notice of such desired change. Changes to the Job Descriptions shall not be arbitrary and shall be made only with sound reasoning to address changes in technology or business practice. Changes to current Job Descriptions shall be consistent with the overall function of the Job Description. Following such notice, the employer shall meet with the Union to negotiate over the appropriateness and rate of pay proposed for said changes. If the parties are unable to reach agreement on the changes, the employer shall be permitted to institute the desired changes. If the Union is not satisfied with the employer's decision with regard to changes in Job Descriptions, it shall be free to challenge the changes and appropriate rate of pay through the grievance procedure.

APPENDIX "A"
GRIEVANCE FORM

FinancialEdge Community Credit Union
And
Utility Workers Union of America Local 542

Grievance Number _____

Date Filed _____

Grievant (s) _____

Statement of the Grievance _____

Date(s) Occurred _____ Contract Provision(s) _____

Remedy Requested _____

_____ Union Representative

_____ Grievant

_____ Date Received

_____ Signature of Supervisor

Response of Supervisor _____

_____ Signature of Supervisor/Date

_____ Signature of Union Representative/Date

_____ Meeting requested with CEO

_____ Signature of CEO/Date

Response of CEO _____

Signature of CEO/Date

Signature of Union Representative/Date

Meeting requested with Personnel Committee

Signature of CEO/Date

Personnel Committee Response _____

Signature of FECCU Representative/Date

Signature of Union Representative/Date

Meeting requested with Board

Signature of CEO/Date

Response of FECCU Board of
Directors _____

Signature of FECCU Representative/Date

Signature of Union Representative/Date

**ARTICLE XX
TERMINATION AND MODIFICATION**

This agreement shall continue in full force and effect through December 31, 2015. Modification of this Contract, economic items and classification structures may be accomplished by mutual consent of both parties hereto during the term of this Contract.

1. Submission of the U.W.U.A Local 542's demands:

Sept 30th 2015

2. Submission of the Credit Union's demands:

Sept 30th 2015

3. Negotiations to start:

4. Desired conclusion of negotiations:

5. Negotiations of _____ will be economics only.

Four (4) year contract signed and entered: October 7, 2013
Date

U.W.U.A. Local 542

Credit Union

Kirk Lewis Urban

Kirk L. Urban
President

Crystal L. Fork

Crystal L. Fork
Bargaining Committee

Norma J. Felker

Norma Felker
Board Chairman

Jeremy L. Coberley

Jeremy L. Coberley
President/CEO