

AGREEMENT
BETWEEN
THE FIRST FINANCIAL FEDERAL CREDIT UNION
AND
OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 30, AFL-CIO, CLC

JUNE 1, 2019

THROUGH

MAY 31, 2024

FIRST FINANCIAL

C R E D I T ♦ U N I O N



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ARTICLE I

AGREEMENT

This agreement is made and entered into at West Covina, California, this first day of June, 2019, by and between The First Financial Federal Credit Union, hereinafter referred to as the “Employer”, and the Office and Professional Employees International Union, Local 30, AFL-CIO, CLC, hereinafter referred to as the “Union”.

ARTICLE II

DEFINITIONS

- A. **REGULAR FULL-TIME EMPLOYEE**: One who is employed to fill a regularly assigned forty (40) hour workweek, and has satisfactorily completed his/her introductory period, as defined below.

- B. **REGULAR PART-TIME EMPLOYEE**: A Regular Employee who is employed to work thirty (30) hours or less, and who shall not normally work more than thirty (30) hours in any workweek, and has satisfactorily completed his/her introductory period, as defined below. Regular part-time employees shall be eligible for participation in all benefits provided by this Agreement on a prorated basis, determined by the employee’s regularly assigned work week, benefits modified by Article XVII, “Retirement,” and except as modified in Article XI, “Leaves of Absence,” under the same conditions as may be currently provided to part-time employees hired prior to May 1, 1992. Regular part-time employees may participate in selected health, dental, and vision care insurance plans at their option.

- C. **INTRODUCTORY EMPLOYEE**: A new full-time or part-time employee is considered to be on introduction for a period of ninety (90) days following date of employment. A regular full-time employee who has a job change will be considered introductory until ninety (90) days of service in the new job position have been served. At the employer’s option, the introductory period may be extended for an additional period of up to (90) days. The decision to extend shall not be subject to the Grievance Procedure, Article XVIII, of this Agreement.

- D. **TEMPORARY EMPLOYEE**: One who is hired for a length of time not to exceed six (6) calendar months unless so designated in writing; not a member of this bargaining unit.

ARTICLE III

RECOGNITION

This agreement covers the work classifications certified by the National Labor Relations Board pertaining to the Employer’s present business operations in its present locations. The employer recognizes the union as the sole collective bargaining agent with respect to wages, hours and other conditions of employment, for all employees covered by this Agreement.

ARTICLE IV

SCHEDULE OF NEGOTIATIONS

Not later than sixty (60) days prior to the expiration date of this Agreement, the parties agree to enter into negotiations for a successor agreement to take effect at the expiration of this Agreement.

- A. Any subsequent Agreement shall be contingent upon ratification by the Union's bargaining unit member population and the Employer's Board of Directors.
- B. Each party shall bear the expense of its negotiations for travel and related costs.
- C. Up to three (3) members of the bargaining unit, selected by the union, but with consideration for the employer's work requirements, shall be allowed a maximum of sixteen (16) hours with pay for the purposes of negotiations.

ARTICLE V

UNION MEMBERSHIP AND CHECK OFF

- A. All employees who are members of the Union as of the date of execution of this Agreement and are covered by this Agreement shall, as a condition of continued employment, remain members in good standing of the Union during the term of this Agreement. Any employee not currently a member of the Union shall be covered by Paragraph B, below.
- B. All new employees hired subsequent to execution of this Agreement and who are covered by this Agreement, shall, as a condition of employment, become members of the Union within sixty (60) days of employment and remain members in good standing during the term of this Agreement or pay to the Union a representational service fee in an amount equal to current dues, initiation fees or assessments required of any member. New employees shall be advised, when hired, of the presence of the union and existence of this Agreement.
 - a. The Employer agrees to make available reasonable time to the Union Steward to present Union benefits at the New Employee Orientation.
- C. Exclusions:
 - 1. Employees with supervisory duties and responsibilities as defined under the National Labor Relations Act.
 - 2. Employees classified as "confidential" as defined under the National Labor Relations Act.
 - 3. Temporary, custodial, maintenance and parking lot employees.

- D. The Union shall make membership in the Union available to all employees covered in this Agreement on the same terms and conditions as generally apply to other members of the Union. Demands by the Union for the termination of employment of any employee will not be made for reasons other than failure of any employee to pay the periodic dues and fees uniformly required as a condition of obtaining or retaining membership in the union.
- E. Neither the Employer nor the Union shall discriminate against any employee because of the Union membership or lack thereof or because of race, color, religion, sex, sexual orientation, national origin, age or handicap. However, the Employer retains the right to consider an individual's skills, training, education, and other appropriate qualifications for a particular job function.
- F. Upon receipt of an authorization card signed by the employee, the Employer shall deduct from the employee's pay the initiation, assessment, reinstatement fees, representational service fee, dues or other contributions, as the case may be, payable by him or her, to the Union, in an amount directed by the Union, for the period specified so long as he/she remains in the bargaining unit. The Employer shall be permitted to recoup monies erroneously paid due to clerical oversights.
- G. The Union may conduct meetings with Employer approval in those portions of the Employer's premises so designated by the Employer for such use regarding union business, provided the facility is not otherwise in use, the Union has notified the Employer and such meetings are held during non-business hours. Such meetings shall not interfere with the operations of the Employer.
- H. The Employer shall provide bulletin board space in each Credit Union office for Union use.
- I. When deemed necessary by the Employer, employees who are not members of the bargaining unit may perform work covered by this Agreement.

ARTICLE VI

WAGES

The Employer agrees to pay bargaining unit members in accordance with the "Hourly Wage Schedule", shown in Exhibit "A" of this Agreement.

It is expressly agreed that the wage scale (Exhibit "A") herein provided is a minimum scale, and it is further specifically stipulated and agreed that, in addition to the regularly scheduled raises expressed in Paragraph B of Exhibit "A," the Employer shall have absolute and sole right to grant or award raises or lump sum payment to any individual bargaining unit member to a maximum additional amount of fifteen (15%) percent in any calendar year, excluding any performance incentive program payment(s), which programs(s) and/or payment(s) are the sole domain of the Employer. This authority, and any action taken by the Employer under authority of this provision, shall not be grievable under the provisions of Article XVIII, "Grievance Procedure", shall not be construed as a basis of reopening of negotiations, and is specifically and expressly acknowledged to be the sole, exclusive, and unilateral authority and jurisdiction of the Employer, and may be exercised on a case-by-case, individual basis, without regard to precedent or subject to grievance.

- A. Employees shall be paid bi-weekly, in accordance with the Employer's pay period schedule.
- B. Any employee working regularly in a combination of classifications shall be paid the wage scale of the highest classification so long as a majority of such employee's working hours is performed in the highest classification.

- C. Whenever an employee is temporarily taken from a lower classification and assigned duties in a higher classification for a period of five (5) consecutive working days, such employee shall be compensated at the rate of pay for the higher classification for all time assigned in the higher classification.
- D. Any employee who is required to report for work on a regularly scheduled day off shall be guaranteed not less than three (3) hours' pay.
- E. Any employee who is required by the Employer during the course of employment to perform work which requires the use of the employee's motor vehicle shall be compensated for the mileage at the rate then authorized by the Internal Revenue Service.
- F. The cost of any bond or notary commission required of office employees who are covered by this Agreement shall be paid by the Employer.
- G. Holidays and periods of vacation outlined in this Agreement and periods of paid sick leave shall be considered time worked in this Agreement, for the following purposes: overtime, holidays, sick leave, vacation, and seniority accruals.
- H. OVERTIME:
 1. Time and one-half ($1\frac{1}{2}X$) the regular rate of pay as provided herein shall be paid:
 - a. For all time worked in excess of forty (40) straight time hours per week;
 - b. For all time worked in excess of eight (8) straight time hours per day;
 - c. For all time worked on the sixth (6) consecutive workday, so long as the employee has worked more than forty (40) hours in that workweek.
 2. Double-time ($2X$) the regular rate of pay as provided herein shall be paid for any time worked by an employee on a seventh (7^{th}) consecutive workday, so long as the employee has worked more than forty (40) hours in that work week.
 3. The Employer shall pay two and one-half ($2\frac{1}{2}X$) times the regular rate of pay provided herein for all work on a holiday, as designated in this Agreement, (i.e., the regular holiday pay and the overtime rate in accordance with Paragraph 1 above for the actual hours of work performed).
 4. Overtime and/or extra hours of work will be offered to the most senior qualified employee or to the employee who normally performs the work. If that employee does not accept the offer, the next senior employee will be offered until the least senior employee, who will be mandated to work the overtime or extra hours.
 5. Training Days: The Employer may schedule up to four (4) training days each calendar year, which training days may be scheduled on Saturday or Sunday. When so scheduled on Saturday or Sunday, the Employer shall provide at least ten (10) calendar days' notice and employees shall be required to attend such training day(s). Pay for this training will be governed by the overtime rules.
 6. If an employee is required to work overtime without sufficient notice and thereby incurs penalty fees for a missed medical/dental appointment, or failure to pick-up a child from daycare, the employer shall reimburse the authenticated penalty fee when the fee is authenticated and the employee demonstrates that no reasonable alternative was available.

ARTICLE VII

HOURS OF WORK

- A. All bargaining unit employees shall have a regularly assigned work schedule, which shall include a regularly assigned weekly work schedule, which shall determine the employee's proration factor for the purposes of calculating the employee's benefits under this Agreement.
 - 1. Full-time employees shall work an eight (8) hour workday, five (5) workdays, Monday through Sunday, excluding a lunch period of not more than one (1) hour, which shall be taken as designated by the employer in conformance with existing law.
 - 2. Part-time employees shall work in accordance with their regularly assigned work schedule, Monday through Sunday, with a lunch break, if appropriate, after five (5) consecutive hours of work.
 - 3. Work hours shall be set by the Employer. Employees may bid for their respective work schedules in accordance with their classification seniority. The manager may change an employee's work schedule for up to five (5) days to meet necessary workload demands.
- B. The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee once during each four (4) hours of assigned duty. A rest period shall be considered as time worked for the purpose of determining workday.
- C. Bargaining unit members and their supervisors may develop mutually agreeable flexible schedules, such as, but not limited to, four (4) ten (10) hour work days. These schedules will be submitted to the Credit Union's Executive Management for approval and to the Union for notification and review prior to implementation.

ARTICLE VIII

EVALUATIONS

- A. Each introductory employee will be evaluated, in writing, at least twice, during the introductory period. After the first (1st) year of employment, the employee will be evaluated, in writing, at least once during the course of the calendar year. Evaluations are to be made by the supervisor and signed by the supervisor, the employee being evaluated, and the Manager and/or Director. In each case, the evaluation is to be discussed with the employee and a copy given to the employee.
- B. Employees are required to sign evaluations, but it is expressly understood that the employee's signature is only to ensure that the evaluation has been received and does not imply agreement with remarks by the evaluator.
- C. Evaluations become part of the personnel files of employees.

ARTICLE IX

HOLIDAYS

The following schedule constitutes the list of paid holidays for employees:

SCHEDULE OF HOLIDAYS

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

- A. All of the above holidays shall be observed in accordance with the working/holiday schedule established by the Federal Reserve Bank of San Francisco. When a holiday falls on Saturday, the Credit Union shall be closed; weekly work hours shall be distributed within the Monday-Friday workweek and all eligible employees shall be granted a floater holiday in lieu of the scheduled holiday.
- B. An employee must be in paid status on the workday before and the workday after the holiday in order to be entitled to the paid holiday. For paid holidays, sick leave shall not constitute paid leave unless medical verification is provided.
- C. In addition to the above listed holidays, each employee who is actively employed before the first (1st) of March shall receive two (2) additional holidays each calendar year. These additional holidays, which shall be called "floater holidays", may be taken in accordance with whatever individual schedule may be arranged between the employee and the employee's supervisor and such arrangement shall be documented and filed with the Personnel Office.
- D. The Employer reserves the right to declare additional holidays.

ARTICLE X

VACATIONS

- A. Employees shall accrue vacation as follows and be eligible to utilize accrued vacation time after six (6) months of service:

1 – 5 years' service:	12 days vacation per year
6 – 10 years' service:	18 days vacation per year
11+ years' service:	1 additional day of vacation per year of service to a maximum of 25 days vacation.

- B. The following criteria must be met for vacation utilization:
1. Employee's request must be written.
 2. Vacation must be approved in advance by Employer.
 3. Approval will be contingent upon the staffing needs of the employing department.
 4. Holidays occurring during the vacation period will not be counted as part of the vacation allowance.
 5. Vacations will be approved according to bargaining unit seniority among personnel whose desired vacation schedules conflict and/or cause possible disruption or diminution of work needs.
 6. Under no circumstances shall any employee accrue more than 160 hours of vacation time. If any employee accrues more than 160 hours of vacation, but cannot use those hours which exceed 160 because of the Employer's work needs, such employee shall be financially compensated at the employee's then current rate of pay for hours in excess of 160.

ARTICLE XI

LEAVES OF ABSENCE

A. **SICK LEAVE:**

1. Bargaining unit employees will earn and be credited with sick leave at the rate of one-half (1/2) day of sick leave per each full month of service, beginning the month following successful completion of the introductory period.
 - a. Sick days may be accumulated without limit, and credit for Sick Leave accumulation shall be recorded by the Employer and documented in the "Sick Leave Bank", which shall reflect both accumulation and utilization date.
 - b. On the employee's third (3rd) anniversary of date of hire, and each subsequent anniversary date thereafter, and after twenty-four (24) days sick leave have been accumulated in the Sick Leave Bank, the employee may elect to be paid for the immediate prior years' unused sick leave, or may at his/her option, add unused sick days to the number in his/her bank. In no case, other than retirement, may an employee be paid for more than the unused sick leave credited for the immediate prior anniversary year's service.
2. Except as provided below, utilization of sick leave accumulation is authorized only in the event of injury or illness, which disables the employee and renders the employee unable to appear for a scheduled work assignment/shift. The Employer may require submission of medical verification of the injury/illness if an absence is three (3) or more day's duration, or when the Employer has previously notified the employee, in writing, that a pattern of abuse, which interferes with the employee's job performance, is deemed to exist. The Union shall be copied with any pattern of abuse notification issued by the Employer.
 - a. In case of illness or injury during vacation, and only in the event that hospitalization or home confinement under medical care is required, the employee shall be granted, upon request, a change of status from vacation to sick leave. A medical verification will be required.

- b. Employees may be authorized to utilize up to three (3) days of sick leave per year due to the sudden, catastrophic injury or illness to a member of the employee's immediate family, which injury or illness requires the personal attention of the employee. Advance permission must be granted, when practical, and proof of the justifying situation may be required. "Immediate family" means the parents, grandparents, spouse, children, grandchildren and/or siblings of the employee and the parents and/or children of the spouse of the employee. The leave provisions authorized by this sub-paragraph may be utilized in conjunction with the provisions of paragraph E, "Bereavement Leave", but each utilization request shall be separately submitted and processed.
 - c. Employees may be authorized to utilize up to three (3) days of sick leave per year "Family Care" absence when a member of the employee's immediate family who is also a member of the employee's residential household requires the employee's attention and assistance. Advance permission must be granted, when practical, and proof of the justifying situation may be required.
 - d. Employer agrees to comply with Federal, State, and Local laws pertaining to leaves of absence.
3. Unpaid Sick Leave: At the sole discretion of the Employer, regular or introductory employees may be authorized up to three (3) days' unpaid sick leave when the employee is physically unable to appear for work, but has no sick leave accumulated. Requests for such utilization shall be documented, and the Employer's approval of the Unpaid Sick Leave utilization shall also be documented.
4. At termination for retirement, an employee may be paid for the total accumulated days in his/her Sick Leave Bank up to a maximum of sixty (60) total workdays.
- B. Special Leave: Employees may be authorized an unpaid leave of absence upon approval, in writing, by the Employer for reasons of personal need other than medical. The leave shall be a maximum of up to forty-five (45) calendar days' duration. An employee shall retain seniority during the leave. Authorization for the Special Leave shall be permissive, and the Employer is specifically authorized to grant and/or reject all requests on a case-by-case basis, without regard for precedent or any previous requests, authorization or disapproval. The employer may authorize an extension, or extensions, of up to forty-five (45) calendar days in accordance with these provisions.
- C. Trial Jury or Witness Duty: Although not a leave of absence, in the event that any eligible bargaining unit employee is called for trial jury service or for service as a non-party witness in any court of the State of California, Employer will pay such employee the difference between fees received for such services, and the amount which the employee would otherwise have earned as salary, not to exceed a total of ten (10) working days' service in any calendar year as to jury service, and not to exceed a total of five (5) working days' service in any calendar year as to non-party witness service. "Eligible bargaining unit member" means a bargaining unit member who has successfully completed his/her introductory period as provided in Article II, Paragraph C.
- D. Disability-Medical Leave: Bargaining unit employees shall be eligible for the following benefits:
- 1. Family Medical Leave: Rights available to eligible employees under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) shall be coordinated with any rights provided under this Agreement. When applicable, FMLA and/or CFRA benefits shall be deemed to commence at the outset of any situation qualifying the employee for such benefits. To the extent an eligible employee is entitled to leave under this Agreement that also qualifies as leave under FMLA and/or CFRA, the employee shall be subject to the maximum period of leave under FMLA and/or CFRA. The Employer shall have full and unrestricted right to develop and implement appropriate additional policy in order to ensure and maintain compliance with the FMLA and/or CFRA.

2. An employee who requires a Disability-Medical Leave must notify the Human Resources Department in writing that a need for such a leave exists, the date such leave will begin and the expected duration of the disability. The request must be accompanied by a medical certification from a health care provider that verifies the existence of the disability, a statement that due to the disability the employee is unable to work or is unable to perform the essential functions of his/her job, the anticipated duration of the disability and the dates the leave is expected to begin and end. An employee who requests an extension of an approved Disability-Medical Leave shall make the request in writing before the expiration of the approved leave and shall provide medical certification from a health care provider that verifies the continued existence of the disability, the anticipated duration of the extended disability and the date the extended disability is expected to end. Before returning to work from a Disability-Medical Leave of Absence, an employee must provide a written verification from the employee's health care provider certifying the employee's ability (fitness) to return to work (and any restrictions) prior to resumption of work duties. An employee who fails to return to work immediately following the expiration of an approved leave will be deemed to have voluntarily resigned. While all Disability-Medical Leaves are unpaid, an employee who is granted Disability-Medical Leave may utilize any accrued sick leave (and then vested vacation benefits) during the period of his/her leave. If the Disability-Medical Leave is under circumstances which make the employee eligible for State Disability Insurance and/or workers' compensation benefits, the employee shall be permitted to use any accrued sick leave (and then vested vacation benefits) in coordination with the disability and/or workers' compensation benefits in order to maintain compensation payments equal to the employee's regular weekly pay.
3. Health and welfare contributions shall be provided as set forth in Article XVI "Health Plans" of this Agreement, in the amount specified in that Article thereby permitting the employee to continue the employee's eligibility and participation in the subject benefit plans. Except as otherwise provided under this Agreement or as otherwise required by state or federal law, employees shall not accrue benefits (such as, for example, sick time and vacation time) or be credited with service during the period of a Disability-Medical Leave of Absence. Employees shall, however, retain seniority during a Disability-Medical Leave. Generally, the Employer is unable to guarantee reinstatement for employees who return to work at the end of his/her leave of absence. In such circumstances, the employee will be returned to his/her former position at the end of the leave of absence, if available, or will be considered for an available opening in a comparable position for which he/she is qualified. There may be circumstances, however, where the employee may be entitled to reinstatement to his/her former position such as provided by FMLA, CFRA, and Paragraph 4, Pregnancy-Related Leave of Absence Disability, below, and as otherwise required under federal and state law.
4. Pregnancy-Related Leave of Absence Disability: The Employer shall provide for an unpaid leave of absence from duty for an employee who is temporarily disabled and unable to work due to a medical disability related to pregnancy, childbirth or related medical condition. Any such leave of absence shall be treated as a Disability-Medical Leave under Article XI, Paragraph D, of this Agreement and shall be subject to the terms and conditions thereof except for:
 - a. The Pregnancy-Related Leave of Absence shall be permitted for the period of the employee's disability up to one hundred and twenty (120) days, rather than time restrictions otherwise applicable to disability leaves.
 - b. Subject to any exceptions provided for under federal and state law, employees will be guaranteed reinstatement to the same or comparable position at the end of a leave necessitated by a Pregnancy-Related Disability provided that the leave does not exceed one hundred and twenty (120) days.

5. Post-FMLA Disability Leave: Requests for an extension of a leave of absence will be considered if they are received by the Credit Union in writing prior to the expiration of the approved leave. The request should include a physician's statement indicating continued disability, a statement of intent to return, and a specified date of return. The requested extension may not exceed forty-five (45) calendar days. An employee who fails to report at the end of an approved leave extension will be deemed to have voluntarily resigned his/her employment. The employer may authorize an extension, or extensions, of up to forty-five (45) calendar days in accordance with these provisions.
 6. Employees Not Eligible for FMLA: An employee who has a serious health condition and is unable to perform the functions of his/her position description and who is not eligible for FMLA/CFRA, may request an unpaid leave of absence for a period of up to forty-five (45) calendar days. The employee's request must be in writing, and must contain a physician's certification of the disability, a statement of intent to return to work, and a specified date of return to work. Employees on this leave shall not accrue benefits while on leave. No extension of this leave shall be permitted.
 - a. It is understood that the parties agree that the above section is only available to employees that are not eligible for FMLA because they do not meet the criteria of FMLA. To be eligible for FMLA, an employee must have worked for FFCU for at least twelve (12) months and must have worked at least 1,250 during the past twelve months.
- E. Bereavement Leave: Employees shall be entitled to paid leave of up to five (5) business days per occurrence upon the death of a member of the employee's immediate family. Immediate family" means the parents, grandparents, spouse, children, grandchildren and/or siblings of the employee and the parents and/or children of the spouse of the employee. Advance permission of any utilization must be granted, and proof of the justifying situation may be required. Additional leave, which shall be charged against the employee's accrued vacation time, may be approved upon request and under the same criteria as other vacation requests.

ARTICLE XII

SEPARATIONS

- A. Resignation: An employee who anticipates resigning from employment must advise the Employer, in writing, of such intention at least one (1) full pay period prior to the date of resignation.
- B. Discharges and Discipline:
 1. The Employer shall have the right to discharge immediately any temporary or introductory employee without cause.
 2. The Employer shall not discharge or discipline any regular employee except for cause.
 - a. The Employer shall have the right to discharge immediately any employee for destruction of Credit Union property, dishonesty, fighting with others on Credit Union premises, insubordination, gross incompetence or any act reflecting upon the financial integrity of the Employer or its officers, directors, employees or members.
 - b. In addition to the right of discharge specified above, the Employer has the right to discipline employees for such action by other sanctions, including, but not limited to, suspension and written or oral warnings or admonitions.
 - c. An employee may be discharged or otherwise disciplined for any other cause, including, but not limited to, failure to adhere to the rules and regulations established by the Employer from time to time, or the laws and regulations applicable to Credit Unions, after any such cause for discipline or discharge has first been called to the employee's attention, recorded in the

employee's personnel record and the employee given up to a maximum of thirty (30) calendar days within which to correct the situation.

- d. The Employer has promulgated an Attendance Policy. It is, therefore, agreed that the process established and expressed in the Attendance Policy shall govern all matters, including discipline and discharge, arising out of attendance issues, and shall not be subject to the Grievance Procedure, Article XVIII, of this Agreement.
- C. All discharges must be made by the Employer. The Employer agrees to advise the Union, if requested, in writing, of any discharge of a regular employee and the reasons thereof.
- D. Grievance/appeals of discharge of any regular employee shall be filed within five (5) working days of the discharge notice or no grievance/appeal shall be permitted. Discharge appeals shall be filed at Level Two of the Grievance Procedure, Article XVIII, of this Agreement.
- E. Upon separation after completion of introduction, an employee will be entitled to vacation pay provided for in Article X.
- F. Documentation pertaining to minor discipline shall be removed from the personnel file, at the request of the employee, after eighteen (18) months following the date of the discipline, so long as the disciplinary action was minor and there has been no recurrence of the same or similar misconduct during the eighteen (18) month period. Minor discipline means oral, verbal or written reprimands and suspensions of less than three (3) working days for infractions which do not involve honesty, insubordination, fighting, harassment or other interpersonal abuse of any co-employee or customer, or any act reflecting on the integrity of the Credit Union (including financial discrepancies), or its officers, directors, employees or members.

ARTICLE XIII

SENIORITY

- A. The Employer shall recognize two (2) types of seniority:
 - 1. "Bargaining Unit Seniority" is defined as the employee's total paid service for the Employer as a member of the bargaining unit covered by this Agreement.
 - 2. "Classification Seniority" is defined as the employee's total paid service for the Employer in a specific job Class.
- B. Seniority shall be calculated from date of hire, but shall not be credited or available until attainment of regular employment status. Calculation of seniority shall not include calculation of any overtime hours worked. Part-time bargaining unit members shall have their part-time employment adjusted to the equivalent of full-time service and be given pro rata seniority credit for such adjusted employment. Seniority shall be retained, but shall not accumulate during unpaid leaves of absence shorter than six (6) months.

- C. Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:
1. When the employee quits/resigns.
 2. When the employee is discharged.
 3. When an employee who has been laid off fails to report within three (3) working days after being notified to return to work.
 4. When an employee is laid off or on an unpaid leave of absence longer than six (6) months.
 5. When an employee moves from a bargaining unit position to a non-bargaining unit position.

ARTICLE XIV

LAY-OFF AND RECALL

- A. In laying-off and recalling employees, classification seniority shall control the process; i.e., the employee(s) with the least classification seniority shall be first laid-off and the employee(s) with the most classification seniority shall be first recalled from lay-off, so long as the recalled employees have the necessary qualifications to perform the specific work which must be performed in the remaining jobs.
- B. An employee designated for lay-off under Paragraph A, above, may elect to displace an employee in lower classification so long as the displacing employee has greater bargaining unit seniority than the employee to be displaced and if, and only if, the displacing employee has the qualifications and abilities, without training other than basic job orientation, to perform the specific work which must be performed in that job.
- C. Employees laid off under Paragraph A, above, shall be given as much notice thereof as reasonably practical, preferably two (2) weeks notice. Employees displaced under Paragraph B above, shall be given as much notice thereof as practical.
- D. An employee who displaced another employee under Paragraph B above, or an employee recalled to an available job shall receive his/her former rate of pay or the maximum rate for the work to be performed, whichever is lower.

ARTICLE XV

PROMOTION AND TRANSFER

- A. Promotion is defined as a move from a job class to another job class, which has a higher assigned rate of pay.
- B. Notice of all bargaining unit vacancies shall be posted on all bulletin boards of the Employer. This notice will remain on the bulletin board for three (3) working days and shall include job title, wage/pay rate, and statement of qualifications and/or necessary skills. No bargaining unit vacancy shall be filled until exhaustion of the three (3) working day posting/application period.

- C. Promotions shall be made on the basis of seniority and qualifications. In the event two (2) or more employees are equally qualified, the employee with the greatest bargaining unit seniority shall be selected. All employees so promoted shall be placed in the higher rated job for an introductory period of ninety (90) days. At the employer's option, the introductory period may be extended for an additional period of up to ninety (90) days. The decision to extend shall not be subject to the Grievance Procedure, Article XVIII, of this Agreement.

If an employee so promoted requests a transfer (demotion) to their former position and the position is available, the employee will return to that position at the same rate of pay held at the time the employee vacated the position, plus any negotiated wage increase for the classification.

- D. Transfer: An employee may apply for and receive a transfer to a position of another classification within the same wage/pay rate, or at a lower wage/pay rate. Such transfer shall be made upon request of the employee at the sole judgment and discretion of the Employer. When transferring to a position within the same wage/pay rate, the employee shall receive the same wage/pay as in the employee's former position; when transferring to a position in a lower wage/pay rate, the employee's wage/pay rate shall be adjusted to the new/lower rate by the same percentage difference amount which exists on Exhibit "A", Wage Schedules, of this Agreement. Employees who request and receive a voluntary transfer shall serve an introductory period of ninety (90) days in the new position, but there shall be no introductory period in the event of involuntary transfer, initiated by the employer.

ARTICLE XVI

HEALTH PLANS

Employees shall be enrolled in such benefits as may be provided by the Employer from time to time, which will include a major medical health plan and may include group dental and/or vision care plans.

- A. With respect to the health insurance plan, which may include vision coverage, the Employer and the employees shall share the cost of premiums in accordance with the following formula:

For the Employee Only: Employer pays 85% of premium, employee pays 15%.

For the Employee and Spouse or Family Coverage: Employer pays 75% of premium, employee pays 25%.

- B. With respect to any dental plan or separate vision plan which may be provided, the Employer and employees shall share the cost of premiums in accordance with the following formula:

For the Employee Only: Employer pays 85% of premium, employee pays 15%.

For the Employee and Spouse or Family Coverage: Employer pays 75% of premium, employee pays 25%.

- C. Enrollment in the above plans will occur on the first (1st) day of the month following completion of sixty (60) calendar days of employment.

- D. Regular employees may, at their option, decline enrollment in the medical plan. The employer shall not make any premium payment(s) on behalf of employees who decline enrollment. The employer will pay a one-time lump-sum payment of \$500.00 to employees who decline enrollment and show proof of other medical insurance coverage. If the employee reverses the declination and enrolls in the Employer's medical plan within twelve (12) months of the above payment, the full \$500.00 payment shall be repaid to the Employer.

- E. Except as otherwise specified by the Employer's Family Medical Leave Policy, under Article XI D.1 and/or D.4, or as otherwise required by federal or state law, when an employee is absent from work in accordance with Section D.1, D.4, or D.6 of Article XI (Disability-Medical Leave, Family Medical Leave and Pregnancy-

Related Leave of Absence Disability, respectively), Employer contributions shall be no more than fifty percent (50%) of the amount necessary to provide the employee's desired coverage, including any dependent coverage. Employees on leave shall be required to pay the remaining obligation.

- F. Annual Consultation: Each year, within ninety (90) days prior to Annual Enrollment, the Employer shall meet with the Union, at the request of the Union, to orient the Union regarding the status of the health plans, including anticipated changes to the next year's plans and increase(s) in the next year's plan costs. The Union may make suggestions and recommendations regarding the plans and their costs; however, the process shall be a consultation process only, and shall not be deemed negotiations or a re-opening of negotiations, in any respect or manner.

ARTICLE XVII

RETIREMENT

- A. FFCU 401(k) Plan and Social Security:

The Employer has adopted the FFCU 401(k) Plan (hereinafter "401(k)") the details of which shall be provided separately to each eligible employee.

1. All employees are covered by Social Security as of the date they are employed.
2. The benefits conferred under the 401(k) Plan are those set forth in the 401(k) Plan, as amended by Employer.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Any disputes, misunderstandings, differences or grievances arising between the parties as to the meaning, interpretation and application of the provisions of this Agreement shall be processed in the following manner:

- A. **LEVEL ONE**

An employee with a grievance shall first discuss his/her grievance directly with his/her immediate supervisor with the objective of resolving the matter informally. The grievance must be presented to the supervisor within ten (10) working days after the grievance occurs. The decision of the supervisor shall be rendered, in writing, within ten (10) working days of the final meeting with the employee. (If the grievance arises out of the conduct of the employee's immediate supervisor, the Level One discussion shall be held with the employee's Second-Line supervisor).

- B. **LEVEL TWO**

If no decision has been rendered by the supervisor within ten (10) working days of the meeting between the supervisor and the employee at Level One, or within five (5) days after rendition of a Level One decision which is unacceptable to the aggrieved employee, or if the grievance is an appeal of termination of a regular employee, the employee shall file the grievance, in writing, with the President or designee. The decision of the President or designee shall be rendered, in writing, within ten (10) working days following the second level grievance meeting.

An employee, who is grieving his or her termination, shall file the grievance, in writing, with the President or designee within five (5) working days of the termination. The decision of the President or designee shall be rendered, in writing, within ten (10) working days following receipt of the written grievance.

C. **LEVEL THREE**

If the Level Two decision is unacceptable to the aggrieved employee, the employee may request that the Union submit the matter to arbitration. The Union shall notify the Employer within fifteen (15) days of the receipt of the Level Two decision of its intent to arbitrate. The arbitrator shall be selected by mutual agreement by the Employer and the Union, in accordance with the voluntary arbitration rules of the Federal Mediation and Conciliation Services. The Union and the Employer will meet and strike the names of arbitrators within fifteen (15) days of receipt of list. The arbitrator shall consider the issue at the earliest convenience and render a decision based upon the terms and conditions of the Agreement. The arbitrator shall have no power to amend, modify, add to, or delete from the Agreement. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator shall be equally shared.

D. **GENERAL CONDITIONS**

1. Employees may, at their option, be provided with Union representation at Level One; Union representation shall be required at Level Two.
2. Failure of the grievant and Union to comply with the time limits stipulated herein shall forfeit further grievance-processing rights regarding the matter.
3. Notwithstanding "2", above, however, the parties may mutually agree to extend the time limits. Such extension shall be in writing.
4. Disciplinary and/or Dismissal action arising out of application of the Attendance Policy shall not be subject to this Grievance Procedure, nor to any other avenue of appeal except as is provided in the Attendance Policy, itself.
5. At the time that derogatory information is placed in the employee's *Official Personnel File*, the employee shall be provided a copy of the document and the employee shall initial the document being placed in the file as a receipt therefor only.

ARTICLE XIX

STOPPAGE OF WORK: NO STRIKES: NO LOCKOUTS

- A. There shall be no strikes, work slow-down or work stoppages by the Union against the Employer; and there will be no lockout by the Employer of the members of the Union during the life of this Agreement.
- B. The Union agrees to take any reasonable action, if appropriate, to dissuade bargaining unit employees from violation of this Article.

ARTICLE XX

OBLIGATIONS OF EMPLOYEES

- A. To perform full-time services to the Credit Union during the period of this Agreement in accordance with job descriptions and directives.
- B. To observe all provisions of this Agreement.
- C. To positively promote the image and the programs of the Credit Union.
- D. To exceed First Financial Credit Union's member service expectations.

ARTICLE XXI
OBLIGATIONS OF MANAGEMENT. BOARD OF DIRECTORS AND OTHER
SUPERVISORY PERSONNEL

To observe all provisions in this Agreement.

ARTICLE XXII
MANAGEMENT RIGHTS

- A. The Union recognizes and acknowledges that all of the customary and usual rights, powers, functions and authority of management, including, but not limited to the rights hereinafter listed, which the Employer had prior to the execution of this Agreement, are retained except as they are expressly abridged or modified by this Agreement or a subsequent written agreement between the parties hereto.
- B. It is agreed that the following enumeration of management rights shall not be deemed to exclude other rights herein enumerated, but shall be deemed representative of the customary and usual rights which are retained by the Employer. Employer retains the right to recruit, hire, classify, reclassify, assign, reassign, transfer, promote, demote, suspend, discipline or discharge employees, and to direct their performance and assign duties from time to time, individually and collectively; the right to reorganize the operation of the business or its personnel; the right to establish and amend from time to time rules and regulations regarding the employment, conduct, discipline, and duties of the employees, including, but not limited to policies such as those against nepotism; the right to change or alter the business; the right to subcontract any part of the function or operation of the business; the right to enter into and conduct new businesses; the right to expand or contract any such businesses; and the right to cease and terminate all such businesses.
- C. It is specifically agreed that the Employer has the right to draft and implement policies regarding Attendance, Family Medical Leave Act and Americans with Disabilities Act, and to utilize such policies in the administration and management of bargaining unit members.
- D. It is specifically agreed that any grievance, which alleges Employer violation of this Article, shall succeed before an Arbitrator only if the Union proves that the Employer violated this Article and that the Employer's conduct in such violation was arbitrary and capricious. Any lesser finding shall operate to reject the grievance.

ARTICLE XXIII
RULES AND REGULATIONS

The Employer shall have the right to establish, maintain and enforce reasonable rules and regulations to promote orderly office operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Employer shall maintain an office bulletin board, as described in Article V of this Agreement, and furnish the Union with a written or printed copy of all such rules and regulations and all changes therein. Changes in existing rules and regulations as well as rules and regulations promulgated by the Employer shall not become effective until five (5) regular work days after copies thereof have been furnished to the Union and posted on the Employer's bulletin board. It is specifically acknowledged that the Employer has presented an Attendance Policy during the negotiation of this Agreement, that that policy has been approved and accepted by the Union and that that policy shall govern all issues pertaining to or arising out of attendance (to include tardiness) matters, including any disciplinary or dismissal action predicated upon procedures established in the policy. It is further agreed that the operation and exercise of the Attendance Policy, to include disciplinary and dismissal action, shall be exempt from Article XII, Terminations, and Article XVIII, Grievance Procedure, of this Agreement.

ARTICLE XXIV

CONFORMITY TO LAW

If any provision of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to that extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after such ruling for the purpose of renegotiating the provision(s) affected.

ARTICLE XXV

ASSIGNABILITY

This Agreement is assignable. The present Employer agrees that no change of, transfer of, Employer shall occur without a guarantee that all provisions of this Agreement shall remain in full force and effect as a precondition of any such change or transfer, and that any new Employer shall be bound in every respect by this Agreement.

ARTICLE XXVI

UNION LABEL

The privilege of using the Union label shall be extended to all employees as long as this Agreement remains in full force and effect, and so long as the Employer fulfills all of its terms and conditions.

ARTICLE XXVII

UNION OFFICE CARD

The employer agrees to permit the display of a Union office card, signifying that the office is staffed by members of the Office and Professional Employees International Union, Local 30, AFL-CIO, CLC, and under agreement with the Union. This card is to be the property of the Union.

ARTICLE XXVIII

UNION REPRESENTATION

- A. The Union shall provide the Employer with a listing of all persons designated by the Union as stewards, including, if appropriate, the area(s) in which such persons are authorized to function. This listing shall be promptly updated and amended by the Union, as appropriate. The representatives of the Union shall have the right to contact employees at their work sites with respect to this Agreement. The Union will agree to give notice in advance, and access shall not unreasonably be denied. Visits shall not interfere with Credit Union work requirements.
- B. The union stewards designated in Paragraph A, above, shall, whenever possible, perform their duties on behalf of the Union during breaks, lunch hours and before and after work. They shall be permitted to perform their Union duties at other times only upon approval of the immediate supervisor; during such instances, the Union agrees that such duties shall be performed as quickly as possible and with minimum of disruption to the work activities/operation.

ARTICLE XXIX

LABOR MANAGEMENT COMMITTEE

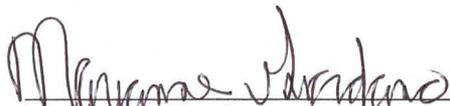
Parties agree to create a Labor Management Committee (LMC) which shall consist of two (2) members from the Credit Union and two (2) members from the Union to discuss issues and changes that may arise. This LMC shall meet at least two (2) times per year, at the discretion of the LMC. Parties may meet at additional times as called by either party. The LMC shall not involve itself in grievances or negotiating matters.

ARTICLE XXX

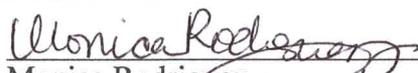
DURATION

This Agreement shall be in full force and effect on and after the first (1st) day of June 2019, and shall remain in full force and effect until midnight of the thirty-first (31st) day of May 2024, and shall be renewed from year to year thereafter unless the Union or Employer serves upon the other a sixty (60) day notice of desire to modify, amend or terminate this Agreement. If Agreement upon such amendments or modifications is not reached before the stipulated termination date, this Agreement automatically terminates unless prior to that date the parties, in writing, have agreed to extend this Agreement for a specified period of time.

FOR THE UNION:

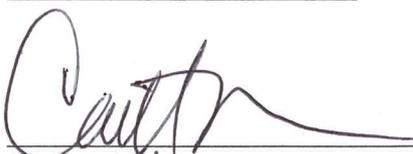

Marianne Giordano


Angela Jensen

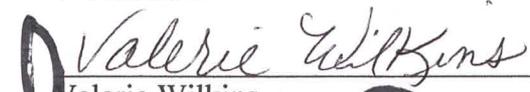

Monica Rodriguez


Lori Wade

FOR THE EMPLOYER:


Carlton Musmann


Teresa Soto


Valerie Wilkins


Pete Ford