

COLLECTIVE BARGAINING AGREEMENT

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #30, AFL-CIO**

and

ELECTRICAL FEDERAL CREDIT UNION



September 1, 2021
to and including
August 31, 2024

This Agreement made and entered into by and between the Electrical Federal Credit Union, hereinafter referred to as the “Employer” and Office and Professional Employees International Union, Local #30 hereinafter referred to as the “Union”.

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all tellers, office, clerical or technical employees, excluding all supervisors and guards as defined in the Act as certified by the National Labor Relations Board, Case Number 27-RC-7208.

ARTICLE 2 – UNION SECURITY

- 2.1 Present employees covered by this Agreement, and new employees hired after the date hereof, shall, as a condition of employment, become members of the union between the thirtieth and thirty-fifth day following the date of this Agreement, or the date of employment, whichever is later, and shall remain members in good standing of the Union during the term of this Agreement. “Good standing” for the purpose of this paragraph is interpreted to mean the payment or tendering of initiation fees, and periodic Union dues. The Employer will give first consideration to any qualified Union members. The Union Steward(s) will be notified when a new bargaining unit employee is hired. The unit Steward(s) may meet with the new employee for at least 30 minutes during paid time to speak with the new employee regarding their union rights, contract and benefits.

ARTICLE 3 – HOURS OF EMPLOYMENT

- 3.1 Eight (8) consecutive hours between the hours of 6:30 A.M., and 7:00 P.M., exclusive of lunch period, shall constitute a day’s work. Forty (40) hours, Monday through Saturday, inclusive, shall constitute a week’s work. A regular full-time employee shall be guaranteed eight (8) hours of work each day of the established work week. Full-time employees whose work hours are to be reduced will be notified in writing, not less than three (3) working days prior to the effective date of the hourly reduction. Scheduling of an eight hour work shift must be maintained by the immediate supervisor to cover hours open to the membership. When circumstances prevent an employee from working their exact hours (within twenty (20) minutes), the employee shall be allowed to make up this time either the same day or the next day worked. If an employee uses this privilege more than two (2) times within a pay period, the Employer will address ‘chronic abuse’ with the individual employee.

The employer will allow up to two (2) hours of unpaid time off for personal use if approved by the employer when necessary.

The Employer shall provide within the regular working hours, a rest period of fifteen (15) minutes within each three and one-half (3 ½) hour period of work, such rest period to be arranged at an approximate mid-point within the period, or at a time mutually convenient to the Employer, and the Union employee. Where working shifts comprise a morning and afternoon work period, these rest periods will usually be mid-morning, and mid-afternoon breaks. The employer will provide one (1) hour per day for a meal break.

- 3.2** Employees shall have the right to leave their work stations for the fifteen (15) minute breaks, and employees shall be allowed a reasonable amount of time to transport themselves from their work station to a suitable break area on credit union property.
- 3.3** All employees are expected to monitor their work schedules to ensure they report to work as scheduled. Employees are required to personally notify supervisor if unable to report to work as scheduled. Failure to report for work as scheduled and failure to notify the supervisor of an absence is a most serious offense. Management will notify the unit steward(s) of any employee that does not report for work as scheduled and does not call in. The steward(s) will make three (3) reasonable attempts to contact the employee, by phone, text and the emergency contacts on record. If contact cannot be made within one (1) business day the steward(s) will contact the proper authorities for a wellness check.

Upon the employees return to work, a meeting with the employee and a Union Representative/Steward will be arranged to discuss the incident and ascertain the reason for the occurrence.

If it is determined by management that the occurrence was unjustified, corrective action will result in termination.

Termination of Employment:

The Employer will arrange a time to meet with the employee and the Union Representative/Steward to issue the termination of employment, and assure that the employee's termination check is available at the meeting.

ARTICLE 4 – LEAVE OF ABSENCE

- 4.1** After one year's service, a leave of absence without pay, not to exceed a period of six (6) months for reasons deemed justifiable may be granted to an employee by the Employer. During such leaves, seniority shall be retained but will not accumulate. The Union shall be notified in writing by the Employer when such leave of absence or extension is granted to any employee covered by this Agreement. An employee who misrepresents or overstays his/her leave of absence will lose his/her rights to re-employment, unless otherwise agreed to in writing by the Employer. If leave of absence exceeds more than two weeks there will be no accumulation of paid time off credits.

- 4.2 **MEDICAL LEAVE** – Employees shall be allowed extended leaves of absence without pay, not to exceed six months at which time leave would be evaluated, beyond the accumulation of paid time off during periods of lengthy illness or disability so certified by a medical doctor. An employee returning from an extended medical leave of absence shall present a certificate from a medical doctor to verify their ability to return to work. During such leaves, seniority shall be retained but will not accumulate. Seniority and paid time off will accumulate during periods of paid time off. In the event an employee is unable to work due to occupational injury or illness, such employee will be entitled to a leave of absence for not to exceed eighteen (18) months.
- 4.3 **MATERNITY/PARENTAL LEAVE** – In the instance of a pregnancy, or in the case of an adoption, an employee shall be granted leave without pay at the request of the employee for a period not to exceed four (4) months, in addition to paid time off, after the date on which the leave of absence began. Upon the leave of absence beginning, the employee shall receive one (1) additional week of paid time off. An employee returning from maternity leave shall present a certificate from her doctor to verify that she is able to return to work. During such leave, seniority shall be retained but will not accumulate. Seniority will accumulate during periods of paid time off. At the expiration of such leave, the employee shall be restored to their previous position.
- 4.4 Employees shall be allowed leave of absence not to exceed one (1) year without pay, or paid time off, to perform the function of full-time union officer for the term of their elected office, provided that the union certifies to the affected Employer, the name of the individual, and the duration of absence.
- 4.5 Stewards have regular work to perform and shall not abuse the privilege of leaving their work stations to handle grievances. When a steward has to leave his/her work station to investigate or adjust a grievance, the steward shall notify his/her supervisor and make mutually acceptable arrangements with the supervisor before leaving the work station. Neither the steward nor the supervisor will be unreasonable in agreeing to a suitable arrangement. It is understood that no discipline will be given until the employee has requested or refused union representation.
- 4.6 Elected Officers and Stewards will be allowed necessary leave without pay for the purpose of attending to union business, providing the request is made at least three (3) working days in advance.
- 4.7 Nothing in this article is intended to preclude an employee from having a Union Steward or Representative present at a disciplinary interview.

ARTICLE 5 – OVERTIME

- 5.1** All work performed over eight (8) hours in any one day shall be considered overtime, and paid for at the rate of time and one-half (1 ½) the employee's base hourly rate of pay. All work normally performed on Saturday shall be considered overtime, and paid for at the rate of time and one-half (1 ½) the employee's base hourly rate of pay. All work performed on Sunday shall be considered overtime, and paid for at the rate of double (2) the employee's base hourly rate of pay. All overtime must first be approved by the immediate supervisor or overtime will be forfeited.
- 5.2** Overtime will be offered first to the employee who normally performs the work, who is present, and on the job. If the employee described refuses the overtime assignment, the Employer will offer the overtime to the bargaining unit employees by seniority, assigning the available overtime to the most senior qualified employee who is desirous of performing the work. If overtime is refused by all eligible employees then overtime will be mandated to the least senior qualified employees.
- 5.3** An employee called to work, or called back to work, shall receive a minimum of two (2) hours work, or pay therefore, at the rate of one and one-half (1 ½) the employee's base hourly rate of pay.
- 5.4** Overtime shall be distributed as equally as practical among employees qualified to perform the work.

ARTICLE 6 –HOLIDAYS

- 6.1** The following holidays shall be observed with no reduction in salary: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, ½ Day Christmas Eve, and Christmas Day. Veteran's Day is an unpaid day off. Any employee is able to use available PTO for this day.
- 6.2** If any of the listed paid holidays fall on Saturday, they shall be observed on the preceding Friday, if any of the holidays fall on a Sunday, they shall be observed on the following Monday.
- 6.3** No employee will be required to work on a contract holiday. When holidays occur during the employee's paid time off, the holiday shall not be considered as part of paid time off used.
- 6.4** Employees who accept work on any of the designated holidays will be compensated for a minimum of two (2) hours work at twice (2X) their hourly rate of pay, and their regular holiday pay for the other two (2) hours of the holiday.

6.5 The employee must work the day before and the day after the holiday to qualify for holiday pay, unless the holiday occurs during the employee’s scheduled paid time off, or if the day off has been approved by management. In the event an employee is unable to work the day before and day after the holiday the employee may elect to use their PTO or take the Holiday unpaid. If an employee provides the employer with verification of illness the employee will be paid for the Holiday.

ARTICLE 7 – PAID TIME OFF

7.1 Employees with zero (0) to five (5) consecutive years of service with the Employer will accrue fifteen (15) days of paid time off each year. Employees with six (6) or more consecutive years of service with the Employer will accrue (20) days of paid time off for each year. Effective January 1st 2022, the employer agrees to comply with the Colorado Healthy Family Workplace Act SB 20-205, employees may use up to 48 hours of PTO for sick leave.

7.1.1	0-1 years	15 days
	2 years	15 days
	3 years	15 days
	4 years	15 days
	5 years	15 days
	6 or more years	20 days

7.2 New employee will accrue but will not be eligible to use paid time off until after the employee has completed six (6) months of continuous employment.

7.3 Paid time off shall be scheduled by mutual agreement between the employee and the Employer. Employees shall select their paid time off in seniority order. After the initial selection is approved, any remaining paid time off will be granted on a first come first served basis with a minimum of one hour per request. No employee may bump a less senior employee after paid time off has been approved.

7.4 When a holiday occurs during an employee’s paid time off, the holiday shall not be considered as part of the paid time off used.

7.5 Employees will be required to take five (5) consecutive business days off each year, as mandated by the NCUA. Employees should use available PTO time to ensure that this is paid time off.

Unscheduled paid time off will require advance notice of three (3) days except in emergency situations. In emergency situations the employee may be required to provide the employer with verification of the emergency.

Documentation will be required upon an employee's return to work after four (4) consecutive workdays of paid time off without the Employer's prior approval.

- 7.6 Employees may accumulate up to a maximum of 560 hours of paid time off. Every year on the last pay period of June and the last pay period in December, the employee will be paid for any accumulated paid time off hours beyond 560.
- 7.7 Upon leaving the service of the Employer, any time after the probationary period has been completed an employee shall be compensated for all accrued paid time off. Upon the death of an employee, payment shall be placed in the employee's account at Electrical Federal Credit Union or their designated financial institution for all accrued paid time off.

ARTICLE 8 – JURY DUTY

- 8.1 Employees properly subpoenaed by a Federal, State or County court for jury or witness service will be granted leave with pay by Management. Upon returning to work the employee will submit to the employer verification of attendance. If not submitted this will be a day without pay.
- 8.2 Fees received by the employee for jury or witness service while in a pay status will be refunded to the credit union upon completion of the service. Money received by the employees for tolls, transportation and mileage need not be remitted.

ARTICLE 9 – BEREAVEMENT BENEFITS

- 9.1 Employee(s) shall be excused from work without loss of pay for a maximum of three (3) work days to attend the funeral of a member of their immediate family. Said days off must be taken in a period commencing with the day of death through the day following the funeral. The immediate family is defined as the employee's spouse, significant other, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, brothers, sisters, children (including legally adopted children and foster children).

Employees shall be excused from work without loss of pay for a maximum of one (1) day to attend the funeral for the following family members, uncles, aunts, nieces and nephews.

- 9.2 If additional time is needed, available paid time off may be used.

ARTICLE 10 – SENIORITY

- 10.1** Senior qualified shall govern in all reduction of force, and recall after lay-off, all promotions, demotions and preference of paid time off.
- 10.2** Whenever a new position is created or a vacated position becomes available, the Employer will post a notice of the new positions for two (2) working days. Present employees shall have the option of submitting their resumes for the position, within five (5) working days, and the senior qualified applicant will be awarded the position. When any employee is promoted to a higher classification or filling a new or vacated position, the duties, title, benefits and pay will not go into effect until the following Monday that is the beginning of a new pay period. Such employee shall be on probation for one hundred twenty (120) calendar days. In the event the Employer determines said employee is not satisfactorily performing the job, the employee shall be returned to the previous job assignment, or comparable job assignment, with regard to position and status, an employee may elect to return to their former classification and position any time within the one hundred twenty (120) day probationary period. In the event the employee returns to their former classification there will be no loss of seniority, or placement in the wage structure.
- 10.3** New employees shall be regarded as probationary employees for the first ninety (90) calendar days of their employment, and there shall be no responsibility on the part of the Employer to retain these employees during the ninety (90) day period. If the employee is retained beyond the ninety (90) days, their name shall be placed on the seniority list as of the date of their last hiring.
- 10.4** Seniority shall terminate for any of the following reasons:
- A. Voluntary quitting
 - B. Discharge for just cause
 - C. Lay-off for lack of work for a period in excess of six (6) months.
- 10.5** If a reduction of staff is necessary, the following procedure shall be adopted:
- The employee with the least amount of seniority in any classification will be the first laid off from that job, subject to any State or Federal law. He/she, in turn, may replace any employee with lesser seniority in any classification within the bargaining unit, providing he/she has the qualification to satisfactorily perform the job. Employees who are displaced from their jobs as a result of such bump-back procedures may themselves bump-back and replace any employee with less seniority irrespective of the bumping process. Employees who are laid off will retain full seniority for the six month recall period.
- 10.6** The Employer agrees not to lay-off an employee without two (2) weeks notice, or two (2) weeks pay in lieu of unless dismissal is for just cause. The employee

shall give at least two (2) weeks notice to the Employer in case of intended resignation. The provision of this Article shall not apply to extra workers.

- 10.7** (a) The most senior employee who is displaced or laid-off will be offered any job opening for which he/she is qualified.
- (b) The employee may decline any job offer without losing recall rights to any subsequent job offer.
- (c) Should the most senior qualified employee decline the job offered, the procedure will be continued on a seniority basis until all qualified employees have been offered the job vacancy, or the job is filled, whichever occurs first.
- (d) If no displaced or laid off employees accept the job offer, the job opening will be filled in accordance with 10.2.
- (e) No job will be posted until all employees with seniority rights as defined above have had an opportunity to exercise their rights, as detailed in this Article.
- (f) All new job classifications created while employees are laid off or displaced from their job classification shall be posted in accordance with 10.2.
- 10.8** Any notice of re-employment to any employee who has been laid off shall be made to the last known e-mail address of such laid off employee.
- 10.9** Employees recalled to work shall return to work at the time specified by the Employer or notify the Employer within two (2) days of the time directed to report, of their inability to do so. The employee must return to work within five (5) days or forfeit their recall rights.

ARTICLE 11 – PART-TIME EMPLOYEES

- 11.1** Employees may be employed on a regularly scheduled work week of less than forty (40) hours. Such schedule shall provide for no less than four (4) hours on each of the days scheduled, Monday through Saturday, but may provide for as few as one day scheduled per week, or for as many as the regular five (5) days of employment. These employees shall be paid at the straight time hourly rate for all hours worked within eight (8) in the regular work day, and within forty (40) in the regular work week, provided that the overtime provisions of Article 5 shall be applicable for any other work performed by these employees. Article 6 – Holidays and Article 7 – Paid Time Off and Article 16 – Pension are the only provisions of this Agreement that shall apply to these employees pro-rated on the basis of the hours of employment. All part time employees are required by the

NCUA to take five (5) business days off each year, employees should use available PTO time to ensure that this is paid time off.

- 11.2** The Employer may not employ more than two part-time employees per office, except by mutual agreement of the parties' signatory hereto.
- 11.3** **TEMPORARY WORKERS** – Temporary workers shall be paid at an hourly rate of pay equivalent to the classification of the job performed as indicated in the tabulation of pay in Article 15. Extra workers shall not be hired for more than one hundred twenty (120) calendar days. If a temporary worker is hired to replace a full-time employee on leave of absence, they may be employed for the duration of the leave of absence, and will not become full-time employees unless retained for ten (10) days following the return to service of the full-time employee.
- 11.4** No work which is normally or customarily performed by employees within job classifications covered by this Agreement shall be sub-contracted by the Employer to any outside shop or agency which deprives the employees of regular work or earnings.
- 11.5** The Employer shall notify the Union of all temporary workers at their time of hire. Temporary workers shall be subject to the provisions of Article 2, "Union Security," after thirty-one (31) calendar days.

ARTICLE 12 – SAVINGS CLAUSE

- 12.1** In the event any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect; any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing, and made a part of this Agreement.

ARTICLE 13 – RIGHTS OF MANAGEMENT

- 13.1** The Employer retains the right to manage the office and direct the working forces, including the right to hire, promote, transfer, in accordance with the provisions of this Agreement, and suspend, discipline or discharge any employee for just cause, subject to appeal under the grievance and arbitration procedure herein established.

ARTICLE 14 – HEALTH AND WELFARE

- 14.1 The Employer will continue to carry its present medical program including dental and vision coverage on its employees with sixty (60) days or more service. The Employer will provide a maximum amount of six hundred (\$600.00) per month for each employee toward the cost of coverage with no reimbursement for any lower premium. Should the cost of premiums increase to more than one hundred (\$100.00) out of pocket expense for any employee, this article will be re-negotiated at that time. When the Employer has obtained the cost of the plan for the following year, they will contact the Union regarding whether the six hundred (\$600.00) cap is adequate to continue coverage for the employees. If not, the parties will meet to negotiate the increase necessary for coverage to continue.
- 14.2 If there is a change in the health plan, a committee which includes bargaining unit members shall be formed to select the new plan.

ARTICLE 15 – WAGES AND CLASSIFICATIONS

- 15.1 New employees hired after September 1, 2021 shall be paid the following minimum scale of wages:

Classifications

Teller	\$13.64
Member Service Representative 1	\$14.39
Member Service Representative 2	\$14.98
Loan Officer 1	\$16.73
Loan Officer 2	\$18.18
Lending Operations Lead	\$20.81

In addition to the negotiated rates above, a regular full-time employee shall receive, upon completion of two (2) years of service as a regular full-time employee, thirty-five (35.¢) per hour, after five (5) years of regular full-time service, an employee shall receive seventy cents (.70¢) per hour, after the completion of ten (10) years of regular full-time service an employee shall receive one dollar and five cents (\$1.05) per hour, and after fifteen (15) years of regular full-time service an employee shall receive one dollar and twenty-five cents (\$1.25) per hour in addition to the employee’s base rate. Such amounts plus the negotiated rates stated above shall be considered as the employee’s base rate.

- 15.3 On September 1st 2021 and each year of the contract, all employees will receive a 2.5% wage increase to their base rate of pay.

Current employees moving to a higher classification shall receive the following hourly wage progression plus their current longevity pay, as follows.

- | | | |
|--|--|--------|
| | Teller to Member Service Representative 1 | \$.75 |
| | Member Service Representative 1 to Member Service Representative 2 | \$.59 |
| | Member Service Representative 2 to Loan Officer 1 | \$1.75 |
| | Loan Officer 1 to Loan Officer 2 | \$1.45 |
| | Loan Officer 2 to Lending Operations Lead | \$2.63 |
- 15.4 Any employee performing the work of a higher classification shall be paid the appropriate rate for that classification **plus their current longevity pay**, for a minimum of two (2) hours or the actual number of hours worked in such classification, whichever is higher.
- 15.5 Management will encourage cross-training whenever time permits.

ARTICLE 16 – PENSION

- 16.1 The employer agrees to contribute annually, by December 31st of each year, to each employees Simplified Employees Pension Plan (SEPP) account or if the employee chooses to the OPEIU National Retirement Savings Plan (401K). The employer’s contribution to the SEPP or NSRP accounts will be based on a percentage formula determined by the EFCU Board of Directors based on the employees gross wages.

If the employees employment ends for any reason during a calendar year that employee shall receive the SEPP or NSRP Employer contribution based on their gross wages paid through the end of their employment.

The Employer agrees that if the employee chooses to make personal contributions to the NSRP, they will withhold an employee contribution to be paid to the NRSP 401K plan. The employee may contribute up to, but no more than, the amount set by Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.

The employee must successfully complete their probationary period to be eligible for this benefit.

ARTICLE 17 – NO DISCRIMINATION

- 17.1 The Employer agrees not to discriminate against an employee because of Union activity. Neither the Employer, nor the Union, in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotions, transfer, layoff, discharge, or otherwise because of race, creed, color, national origin, religion, marital status, sex, political belief, age, or because of physical handicap.

- 17.2 Sexual harassment shall be considered discrimination under this Article.

17.3 The Employer and the Union agree to take corrective action to ensure such practices are remedied, and such discrimination does not continue. Reprisal against a grievant or witness for a grievant is prohibited.

17.4 A grievance under this article will be processed in an expedited manner.

ARTICLE 18 – EMPLOYEE DIGNITY

18.1 The Employer and employees agree that it is important and in the best interest of both parties to refrain whenever possible from any actions that would harm the personal dignity of an employee or that would tend to lower an employee in the esteem of other employees or credit union members. The Employer will use its best efforts to hold in private any discussion of discipline of an employee or of deficiencies in an employee's performance. If a discussion with an employee is to be considered to be a disciplinary discussion, it will be so stated and a Steward/Union Representative will be present unless the employee specifically requests that the Steward/Union Representative not be present. If an employee is unhappy or disgruntled, they will keep this matter private and involve only the Steward/Union Representative, not other bargaining unit members or credit union members in general.

18.2 The employees agree to refrain from discussing personal or other credit union member's informational matters in front of any members.

ARTICLE 19 – UNION AND EMPLOYER RELATIONS

19.1 The Union and the Employer pledge themselves to give each other full cooperation to the end that a harmonious relationship may be maintained in the interest of both Employer and employee.

19.2 When neither the in house union steward nor the statewide union steward is available management/employees will contact the main office of OPEIU Local 30.

ARTICLE 20 – UNION LABEL

20.1 The OPEIU Logo is the exclusive property of Office and Professional Employees International Union, and may be used only by members of OPEIU on documents which are produced and/or processed by members of OPEIU.

ARTICLE 21 – DISCIPLINE PROCEDURE

21.1 In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause. Any such discipline or discharge shall be subject to the grievance and arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

Progressive disciplinary procedures for offenses other than those designated below as “Major Offenses”:

- a. Managers shall make every attempt to issue Notices of Disciplinary Action within five (5) calendar days of the supervisor’s knowledge of the infraction.
- b. Exceptions will include such examples as a prolonged investigation, employee or supervisor unavailability.
- c. Managers shall notify the Union in all cases where exceptions are anticipated.

Step One:

Verbal Warning Acknowledgment with written notation signed by employer and employee. Copies of the notation will be placed in the employee’s personnel file, given to the employee, and a copy will be sent to the Union. The notation shall include:

1. Date of the offense;
2. Name of the employee;
3. Nature of the offense;
4. Action required to correct the offense; and
5. Allowance of adequate time to correct the offense depending on its nature.

Step Two:

Written Warning with written notification signed by the employer and employee. Copies of the written warning will be placed in employee’s personnel file, given to the employee, and a copy will be sent to the Union. The notation shall include:

1. Date of the offense;
2. Name of employee;
3. Nature of the offense and the action needed to correct the offense.

Step Three:

Termination If the additional training and/or the additional time allowed to correct the offense as provided in Step Two do not remedy the problem, the employee will be terminated with a written letter.

If the same offense occurs after 12 months from the conclusion of the corrective action contemplated in Step Two, the progressive disciplinary process will begin again with Step One.

The Employer must maintain certain personnel records for matters related to litigation and otherwise. However, future violations of the same offense occurring greater than 12 months from the conclusion of the corrective action contemplated in Step Two will not be considered when evaluating the employee's compliance with Steps One and Two. The Employer will move all written offense documentation greater than twelve (12) months into a "Confidential" file that will only be used by management for litigation purposes only.

IMMEDIATE TERMINATION FOR "MAJOR OFFENSES":

Some actions and offenses by employees are so egregious that immediate termination is warranted, and progressive discipline is not justified. These offenses include, but are not limited to the following:

- A. Theft, unauthorized removal, or misappropriation of member, employee, other employee's or employer property, including items found on the employer's premises;
- B. Supplying false or misleading information, or withholding requested information when applying for employment;
- C. Roughhousing, threatening other individuals, or any aggressive or violent behavior provoking or instigating a fight, or fighting during working hours, or on the employer's premises;
- D. Unauthorized publication or dissemination of confidential information;
- E. Interfering with, defacing, changing, or altering any posted work schedule, or employee notice. The posting of notices contrary to the employer's policy, or the posting of material contrary to the employer's sexual harassment or discrimination directives;
- F. Entering or using the employer's property without permission;
- G. Unauthorized possession of firearms or other dangerous weapons on the employer's premises or while performing work-related duties. An individual with a concealed weapons permit issued in accordance with the laws of Colorado, upon full disclosure, may seek permission of the employer for an exception to this prohibition;
- H. The employee's violation of the employer's sexual harassment or equal opportunity employment policies. Upon accusation of a violation of these

policies, the employer will conduct an impartial investigation to include, among other items, interviews with the accuser, the employee, other witnesses, and review of additional evidence. If the investigation determines the employee violated these policies, termination will result;

- I. Reporting to work under the influence of alcohol or with ability impaired regardless of whether the substance is legal;
- J. Misuse, destruction, or damage of any of the employer's property or the property of any employee or member;
- K. Making false, vicious, or malicious statements concerning any employee, the employer, member, vendor or other individuals associated with the employer;
- L. Inappropriate conduct which occurs on the premises, or off the employer's premises while on employer paid time, if such conduct adversely affects the reputation of the employer, any employee, member, vendor, or other individual associated with the employer;
- M. Any act which violates or causes the employer or any other individual or entity to be in violation of any laws or regulations;
- N. Violation of other than a minor traffic when operating any employer's vehicle(s) or any personal vehicle on business of the employer;
- O. Causing the employer a financial or monetary loss;
- P. Violation the employer's security policy and procedures;
- Q. Force balancing of a cash drawer or any act of embezzlement or theft; and any act which, in the opinion of the employer, creates a conflict of interest and violates the NCUA direct dealing with family, friends, or associates.

21.2 Employees may accept or decline a Union representative present at meetings concerning disciplinary action, discharge, or layoffs.

ARTICLE 22 – NO FREE WORK

22.1 It is intended that there shall be no “free” or “time off the clock” work practices under this Agreement.

ARTICLE 23 – PROTECTION OF CRAFT WORK

23.1 Supervisors of the Credit Union shall not routinely engage in any work normally done by office employees which deprives office employees of work or regular earnings, provided that Supervisors may perform work in the process of training or instructing employees, in emergencies, or in peak periods when other bargaining unit employees are not reasonably available, or where adequate employees are not present due to unexpected absenteeism. Leave of absence, paid time off and layoffs are excluded from this article.

ARTICLE 24 – GRIEVANCE AND ARBITRATION

Definition: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to any matters of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

The parties to this Agreement agree to make a good faith effort to resolve disputes expeditiously.

All grievances shall be handled in the following manner:

STEP ONE: (oral) A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union or the aggrieved employee to the proper supervisor involved, and the parties should meet within five (5) working days in an effort to resolve said grievance. If the grievance is not resolved with the supervisor within one (1) working day, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.

STEP TWO: (written) If the grievance is not settled in Step One, the written grievance may, no later than five (5) working days after the time limitations set forth above for Step One, be referred by the Union to the Employer for discussion and resolution by the Employer. If the grievance is not resolved at this Step of the grievance and Arbitration Procedure within five (5) working days the grievance will be moved to Step Three, arbitration.

STEP THREE: (hearing) If the grievance is not settled at Step Two, the Union may request Arbitration within fifteen (15) working days, immediately following the Step Two decision.

Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of five arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days by the Employer and the Union alternately striking one (1) name

from the list, in turn, until only one (1) name remains.
The one striking first will be decided with the flip of a coin.

The cost of the arbitrator, and the cost of necessary expenses required to pay for facilities for hearing of the cases shall be borne equally by the Employer and the Union.

The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties.

The parties to any stage of the Grievance Procedure, or the arbitrator cannot have the authority to modify or amend, alter, add to or subtract from any provision of this Agreement.

The grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in accordance with the time limitations set forth above, unless the parties involved agree to extend said time limitations.

The arbitrator shall not have the authority to excuse a failure by the Union, or the aggrieved employee to comply with time limitations set forth above, regardless of the reasons given for such failure.

ARTICLE 25 – SKILL UPGRADE

25.1 The Employer strongly encourages the employees to utilize the online courses available to them, or seminars that will be beneficial to their job, and aide in their own employment advancement, as well as the credit union as a whole. The Employer expects employees to attend all mandatory training required by the Federal, State, NCUA, etc. regarding new or updated financial rules and regulations. The Employer agrees to pay any necessary fees for the courses or seminars, and reimburse the actual costs incurred by the employees while attending such. Mileage will be reimbursed at the IRS approved rate.

ARTICLE 26 – TERM OF AGREEMENT

26.1 This Agreement shall be in full force and effect from the first day of September 2021, to and including the thirty-first day of August 2024, and shall continue in full force and effect from year to year thereafter, unless this Agreement is terminated or changed pursuant to the following conditions:

- a) If either party elects to terminate this Agreement, such party shall, on a date not less than sixty (60) days nor more than seventy-five (75) days prior to the expiration date of this Agreement, give written notice to the other party of intention to terminate, and by such action, this Agreement shall for all purposes terminate as of the expiration date of this Agreement.

- b) If either party elects to change any of the provisions of this Agreement, such party shall, on a date not less than sixty (60) days nor more than seventy-five (75) days prior to the expiration date of this Agreement, give written notice to the other party.
- c) If either party is served with notice of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.

In witness whereof, the parties named above have signed their names and affixed the signature of their authorized representatives:

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30**

BY: Marganne Jordan

TITLE: Executive Director/CFO

DATE: 6/15/2021

**ELECTRICAL FEDERAL CREDIT
UNION**

BY: [Signature]

TITLE: President/CEO

DATE: 06/22/2021

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