# AGREEMENT BETWEEN

USW LOCAL 9 - Unit 1



# **AND**

# GLASS CITY FEDERAL CREDIT UNION

EFFECTIVE: 9/01/24 EXPIRATION: 8/31/27

#### **AGREEMENT**

This Agreement made and entered into as of on the 1st day of September 2021 is between the Glass City Credit Union located at 1340 Arrowhead Rd, Maumee, Ohio, 1666 East Broadway, Toledo, Ohio, 5642 Secor Rd. Toledo, Ohio, 1275 N. Main Street, Bowling Green, Ohio and any new office that may be created (hereinafter referred to as the "Credit Union") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, on behalf of its Local 9, Unit 1 thereof (hereinafter referred to collectively as the "Union".)

#### Article I

# Recognition

- 1.1 The Union is recognized as the sole collective bargaining agent for all full-time and regular part-time employees of the Credit Union at its Arrowhead, Maumee, Ohio; East Broadway, Toledo, Ohio; N. Main Street, Bowling Green, Ohio and its Secor Road, Toledo, Ohio facilities, and any other locations (facilities) that becomes part of Glass City Credit Union unless the credit union acquires a location through a merger that already has representation, excluding the President/CEO, Executive Vice President, Director of Human Resources, All Directors, Marketing Coordinator, Mortgage Officer, Teller Supervisor, Branch Managers, Assistant Branch Managers, all Department Heads, Confidential Employees, C.O.E. Student Employees, Seasonal, Intern, Guards and Supervisors as defined in the Act.
- 1.2 The Credit Union recognizes and will not interfere with the right of its employees to be members of the Union. There shall be no discrimination, interference, restraint or coercion by the Credit Union or any of it agents against any employees because of membership in the Union. The Credit Union will not reclassify employees or duties or occupations or engage in any subterfuge for the purpose of defeating or evading the provision of this Agreement.
- **1.3** During the life of this Agreement, the Credit Union will not enter into any contract with any employee or group of employees, or with any other employees' organization in the offices above named which would supersede the provisions of this agreement.
- **1.4** A member of the Union Shop Committee while on Credit Union time shall conduct a thirty (30) minute orientation for new hires within the first five (5) business days of employment.

# Article II

# Union Security and Dues Checkoff

**2.1** Each employee who, on the effective date is a member of the union and each employee who becomes a member after that date shall, as a condition of employment, maintain membership in the Union. Each employee who is not a member of the Union on the effective date and each employee who is hired thereafter shall, as a condition of employment, beginning on the 30th

day following the beginning of such employment or the effective date, whichever is later, acquire and maintain membership in the Union.

2.2 Should the above provision be unenforceable for any reason, then, to the extent permitted by law, each employee who would be required to acquire or maintain membership in the Union if the provision in Section 1 above could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required, as a condition of employment, beginning on the 30th day following the beginning of such employment or the Effective Date, whichever is later, to pay to the Union each month a service charge as a contribution towards the Union's collective bargaining representative expenses. The amount of the service charge, including an initiation fee if applicable shall be as designated by the Union's International Secretary-Treasurer.

# **2.3** Wherever Section 1 or 2 is applicable:

- a. The Credit Union will check off monthly dues or service charges, including, where applicable, initiation fees and assessments, each in amounts as designated by the Union's International Secretary-Treasurer, effective upon receipt of individually signed voluntary checkoff authorization cards. The Credit Union shall within ten days remit any and all amounts so deducted to the Union's International Secretary-Treasurer with a completed summary of USW Form R-115 or its equivalent. A copy of the remitted form or its equivalent shall be sent electronically to the area Sub 1-District Office each month.
- **b.** At the time of employment, the Credit Union will suggest that each employee voluntarily execute an authorization for the checkoff amounts due or to be due under Section 1 or 2 above. A copy of the card will be forwarded at the time of signing to the Financial Secretary of the Local Union.

The Credit Union shall notify the Local Union Chairperson at least three (3) working days before an employee has completed their probationary period if the employee does not voluntarily sign a dues checkoff authorization card.

After such notification, the Local Union Chairperson will present the employee with a membership in the Union and an authorization card for checkoff of union dues and initiation fee. A copy of such authorization card shall be provided to the Credit Union and another copy forwarded to the Financial Secretary of the Local Union along with the membership application of such employee.

- **c.** The Union will be notified of the amount transmitted for each employee (including the hours and earnings used in the calculation of such amount) and the reason for non-transmission such as in the case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, or insufficient earnings.
- **d.** The Union's International Secretary-Treasurer shall notify the Credit Union in writing of any employee who is in violation of any provision of Section 1 or 2.

- **2.4** The Credit Union shall furnish a local union unit representative and the local union President each month with a list of all employees indicating the facility assignment and whether full time or part-time, as of the end of the month.
- **2.5** The Union shall indemnify the Credit Union and hold it harmless against any and all claims, demands, suits and liabilities that shall arise out of or by reason of any action taken by the Credit Union for the purpose of complying with the foregoing provisions.
- **2.6** The Credit Union will deduct Political Action Committee (PAC) contributions for active employees who have submitted authorization for such deductions from their wages. Such deduction authorizations shall be on a form acceptable to the Credit Union and shall be promptly remitted monthly to the Secretary-Treasurer of the USW PAC Fund. The deduction will be effective with the next available payroll.

# Article III

# Negotiations

**3.1** This Agreement constitutes the parties' entire agreement with respect to all matters subject to collective bargaining. An understanding, work practice, or mutually agree-upon amendment not in writing and contained herein or attached hereto shall be considered null and void. The Credit Union and the Union expressly waive, for the duration of this Agreement, any right to insist that the other party bargain collectively with respect to any subject of matter which might otherwise be subject to collective bargaining.

# Article IV

# Stewards and Industrial Relations Committee

**4.1** The Union, for the purpose of effectively representing such of the Credit Union's employees as are included in the bargaining unit, may appoint, and the Credit Union will recognize and deal with one member of the local Union per Credit Union office to act as grievance representative and/or Stewards, or a named representative in case of illness or absence. The Union will provide the Credit Union with a list of the name of such grievance representative and/or Steward and with the list of the Officers of the Local Union. The Credit Union will provide the Union with a list of those supervisors with whom the Union shall deal with in carrying out the provisions of this Agreement.

# Article V

# **Settlement of Complaints**

**5.1** Should differences arise between the Credit Union and an employee as to the meaning and applications of this Agreement, the parties shall make an earnest effort to settle such differences promptly by the grievance procedure set forth below; however, the establishment of the steps

in the grievance procedure for the formal handling of grievances shall not prohibit or discourage an employee from discussing such differences outside of the grievance procedure, and it shall not prohibit or discourage the amicable solution of such differences without recourse to the grievance procedure. Any solution reached must be in conformity with the provisions of this Agreement.

Step One: The steward, with a written request of the aggrieved employee, shall present the grievance verbally to the aggrieved employee's supervisor within five (5) working days after actual or constructive knowledge of the existence of a grievance, or the matter shall be considered closed. The supervisor shall give his verbal answer to the grievance within five (5) days after the Step 1 meeting.

Step Two: If the decision of the supervisor is unsatisfactory, the Union will reduce the grievance to writing which will be signed by the employee. Such grievance will be presented to the Credit Union within five (5) working days of the supervisor's answer. A meeting shall then be held between the local Union President, the Union steward, and the Credit Union President or his designate within five (5) working days after the receipt of the grievance, at a mutually agreeable time and place. A written agenda of the proposed topics to be discussed at this meeting will be submitted to the Credit Union President by the Union President prior to the meeting. There shall be an earnest effort to settle the grievance at this meeting. In any event, the Credit Union President or his designate shall give his decision in writing within five (5) working days following the meeting.

Step Three: If the decision of the Credit Union President is unsatisfactory, the Union shall request in writing within five (5) working days after receipt of the written decision of the Credit Union President, a meeting between the International Union President or his designated representative, the Local Union President, and one other Local Union representative, and a Credit Union representative, and such others as the Credit Union might designate. Said meeting shall be held at the earliest agreed upon date to discuss the grievance and attempt to arrive at a satisfactory settlement. The Credit Union, within ten (10) working days after said meeting, will then give its written answer to the Union.

Step Four: If a satisfactory settlement has not been affected within fifteen (15) calendar days after the receipt of the Credit Union's answer in Step Three, the Union shall then give written notice to the Federal Mediation and Conciliation Service that arbitration is requested. A copy of said notice shall, by certified mail, return receipt requested, be sent simultaneously to the Credit Union.

If any step of the grievance procedure is not taken by the Union, or aggrieved employee or employees, within the time limit specified for such step in the grievance procedure, the grievance shall be waived and shall no longer exist. If the Credit Union fails to provide an answer within the specified period, the grievance may be immediately referred to the next step of the procedure by the Union. The parties may, by mutual agreement, extend the time within which any action must be taken in the above procedure.

**5.2** The Credit Union retains the absolute right to discipline employees. However, no employees will be discharged, suspended or disciplined without just cause. Any employee who is

discharged, suspended or disciplined shall be given the reason therefore in writing at the time of their discharge, suspension or discipline, unless specific circumstances prohibit this. In any case, written notification will be provided within twenty-four (24) hours of the discharge, suspension or disciplinary action, with a copy furnished to the Local Union President. Disciplinary action under this Section is subject to the grievance procedures of Article V and VI of this Agreement. An employee will have Union representation whenever written discipline is to be issued. The Credit Union will not use disciplinary action which is over twelve (12) months old when determining future disciplinary action against an employee.

- **5.3** The International President of the Union or his representative and the President or Vice President of the Local Union shall have access to the Credit Union in order to contact employees or management on matters pertaining to this Agreement. Such visits to the Credit Union must be pre-arranged with management and conducted so as to avoid interference with operations.
- **5.4** In discussing complaints or grievances with management, the President of the Local Union shall have the right to call in any employee, if pre-arranged with management and it does not disrupt operations, if by doing so it may be possible to better explain conditions affecting the operations under discussion.
- **5.5** Officers or other representatives of the Union who are employees of the Credit Union will be afforded time off their work without loss of pay to investigate and process grievances and to assist in the work of the executive affairs of the Union, as may be required, provided that arrangements for such time off shall first be made with management to avoid any interference with Credit Union operations.

# Article VI

# Arbitration

- **6.1** In the event of arbitration, the following shall apply:
  - (a) The arbitrator shall be selected from a list supplied by the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the alternate striking method, with the party requesting arbitration striking first. The selection of the arbitrator shall be made within ten (10) calendar days after the list has been received by both parties, unless the parties, in writing, mutually agree to extend this time. Prior to the hearing the parties will meet in an effort to prepare and sign a joint submission to the arbitrated.
  - (b) The power of the arbitrator shall be limited to the written Agreement, and he shall have no power to modify, change, add to or subtract from the terms of this Agreement, or to establish or change methods of operation. Any award by the arbitrator in compliance with this section shall be final and binding on both parties.
  - (c) The Union and the Credit Union, respectively, will bear its own expenses, but both parties shall share equally the expenses of the arbitrator, the arbitration hearing room, and other joint costs of arbitration, if any, which are mutually agree upon.

# Article VII

# Wages, Hours and Working Conditions

- **7.1** The Credit Union will use its established Salary Schedules, Job Classifications, and Job Descriptions for all Unit employees. The Credit Union will provide a copy of the established salary schedules, job classifications, and job descriptions for all Unit employees to the Unit Chairman and the Local Union's President.
- **7.2** All employees are paid on a weekly basis. Each employee will be paid on Thursday for the previous week's work, or on an adjusted schedule as may be necessary from time to time. Payroll deduction is available to all employees for loan payments, deposits to share accounts, or contributions to IRA accounts. The net pay for all full-time and regular part-time employees will be deposited into their checking accounts in the Credit Union. This is mandatory for all employees and no exceptions will be made. Checks will be provided to employees at no cost to them.
- 7.3 The Credit Union will grant wage increases to all Unit employees within established job classifications, per the following schedule:
  - 1. Effective on September 1, 2024: each employee's rate of pay shall be increased by 10% per hour, or to bring each employee up to \$16.75 an hour minimum whichever is greater.
  - 2. Effective September 1, 2025: each employee's rate of pay shall be increased by 8% per hour.
  - 3. Effective September 1, 2026: each employee's rate of pay shall be increased by 6% per hour.
- 7.4 The minimum starting pay for newly hired employees shall be \$15.50.

The Credit Union, at its discretion may assign a newly hired employee a starting pay rate higher than the minimum based on the employee's experience and qualifications.

7.5 Each employee will be evaluated on their anniversary date with a copy given to the employee. Any disagreement with the evaluation by the employee shall be discussed with the employee and an official of the local if requested. Failure to mutually resolve disagreement is subject to grievance.

# Article VIII

# **Supervisors**

8.1 It is agreed that supervisory employees shall not perform work usually performed by Unit employees.

- 8.2 Management will now inform employees of potential excluded supervisory positions (as stated in Article I) by memo.
- 8.3 Although the Credit Union does not desire to have supervisors perform work usually performed by Unit employees, all customary and usual past practices performed in the normal course of operations will prevail.

# Article IX

# Hours and Overtime

- 9.1 The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours per week. The work week shall begin on Monday and end on Saturday.
- 9.2 No employee shall work more than forty (40) hours or more in any work week without overtime payment.
- 9.3 Overtime pay shall be computed on one and one-half  $(1 \frac{1}{2})$  times the regular pay, except on Sunday when it shall be computed at two (2) times the regular rate of pay.
- 9.4 Double time (2) shall be paid for all work performed on Sunday.
- 9.5 When an employee is called into perform work, that employee shall receive pay at the employee's regular rate for a minimum of four (4) hours or for all hours worked, whichever is greater, plus overtime if applicable.
- 9.6 When an employee works on a holiday, recognized within this Agreement, time and one-half (1 ½) plus holiday pay shall be paid for all hours worked that day.
- 9.7 Holidays as provided for in this Agreement shall be counted as a day worked for the purpose of qualifying for overtime under this Agreement.
- 9.8 Management will make every effort to inform all employees no later than Thursday of any overtime hours they are scheduled for as a result of the Credit Union's extended operating hours on Friday. However, operational needs of the Credit Union may require that an employee work overtime on little or no notice.
- 9.9 On any day in which the Credit Union is open for business on the extended hours (Fridays), each unit employee who works an excess of eight (8) hours will receive a paid fifteen (15) minute extension to their lunch period.
- 9.10 Hours spent at meetings or career enhancement training assigned by management shall be paid at the contract rate.

9.11

- 9.12 In the event there are more employees in a classification then there is work to be performed on a particular day at a individual branch, the Credit Union shall use the following to address the situation:
  - 1.) The Credit Union shall solicit volunteers to leave early.
  - 2.) Should no one volunteer, the Credit Union will ask, by seniority among the persons in the effected classification to see if anyone is willing to leave early.
  - 3.) Should no one wish to leave early, the least senior person in the effected classification shall be the one asked to leave early.

(For the purpose of this Section Part Time and Full Time Tellers shall be considered one classification.)

9.12 When an employee is assigned to perform work in a classification outside of their regular classification the employee shall be paid their hourly rate or the midpoint rate of the classification held by the employee who normally performs the work, whichever is higher.

# Article X

#### Vacations

**10.1** The Credit Union will give each full-time employee a vacation with pay sometime between the date of January 1 and December 31 each year. Vacation given in any calendar year is based upon vacation time earned through December 31 of the preceding calendar year, in accordance with the following schedule:

# New Hires (Effective for those hired on or after 10/1/2024)

1<sup>st</sup> year upon completing 90 days in the following months

# Full-Time

Jan - Mar	32 hours
April- June	24 hours
Jul - Sept	16 hours
Oct – Dec	8 hours

# Part-Time

Jan - Mar	16 hours
April- June	12 hours
Jul - Sept	8 hours
Oct – Dec	4 hours

Available Next Calendar Year (Effective for those hired between 1/1/2024 – 9/30/2024 and New Hires)

# Full-Time

Hired Jan - June 80 hours Hired July - Sept 40 hours

Part-Time

Hired Jan - June 40 hours Hired July - Sept 20 hours

Vacation time as of January 1st (Effective 1/1/2025)

# Full-Time

1- 4 years	88 hours
5- 9 years	128 hours
10-15 years	168 hours
16-24 years	193 hours
25+ years	208 hours

# Part-Time

1- 4 years	40 hours
5- 9 years	60 hours
10-15 years	80 hours
16-24 years	92 hours
25+ years	100 hours

<sup>\*</sup> In order for the vacation to be earned, an employee must have worked at least ninety (90) days.

- **10.2** Any employee may be granted unpaid vacation time off, in addition to that already earned, at the sole discretion of the President, as long as it does not conflict with any other employee's vacation nor hamper Credit Union operations in any adverse manner.
- 10.3 All employees must take at least one full week of vacation if eligible to do so during the calendar year. An employee may split up all other vacation into one (1) hour increments, provided that at least 48 hour notice has been given. Requests for less than a full day may be requested no more than 90 days in advance. Employees may convert vacation days to sick days to cover minor illnesses or level 3 closed snow days. All vacation time must be approved by Credit Union management.
- 10.4 Vacation pay is generally not payable in advance. The employee will be paid on their regular payday. However, if the employee desires, he may receive his vacation pay on Friday prior to the beginning of the vacation period. An employee will not be paid for any period other than that actually taken off. (For example, if an employee has accrued two weeks vacation, and is going to take one week off, he may only receive one week's pay in advance. The other weeks pay would be paid at the time the other week is taken.)
- 10.5 Vacation schedules will be made up on the basis of seniority, with every effort made to satisfy the requirements of each individual employee. Operational requirements of the Credit Union have priority over the vacation time of any employee.

- **10.6** Vacations are mandatory for all employees. If an employee's vacation is canceled due to operational requirements of the Credit Union and they are unable to reschedule it during the calendar year, the employee will be paid for the days not taken and allowed to schedule a maximum of one (1) week of unpaid time off in the next calendar year.
- 10.7 Upon separation from employment with the Credit Union for reasons other than just cause or resignation without due notice, an employee shall receive vacation pay for any accrued and unused vacation provided that the employee has worked for the Credit Union for at least (1) year or two (2) years if a part-time employee and has given a 2-week notice and successfully works and complete the entire schedule; time off may not be used during the notice period, even if previously scheduled. If death occurs during an employee's employment with the Credit Union, pay for accrued and unused vacation will be pain in a lump sum to the employee's next of kin as designated in writing on a form provided by the Credit Union.

# Article XI

# Holidays

11.1 The following Holidays are recognized as paid holidays under this Agreement: News Years Day, Presidents' Day, Martin Luther King Jr's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day and 20 Personal Holiday hours.

In order to better serve the Credit Union membership, the Credit Union will observe the holiday schedule that is set by the Federal Reserve Bank of Cleveland for the determination of which days the Credit Union will be closed. The Schedule will be presented to the Union and the bargaining unit at the start of each contract period. Any changes by the Federal Reserve to their holiday schedule will be communicated to the Union and the employees as soon as management is made aware of the change.

In the event that the holiday falls on a Saturday the Credit Union will reserve the right to close on the Friday before or Monday after the holiday or all employees that are eligible for the holiday will be given a Floating Holiday. This Floating Holiday must be used within six (6) months after the holiday. A Floating Holiday must be scheduled with their manager within thirty (30) days of taking the day off, and is at their manager's discretion. The rate of pay for those eligible for a Floating Holiday is the regular straight time rate as indicated in Section 11.3 and 11.4 and will be paid the week in which the employee chooses to take the Floating Holiday.

In order to qualify for the Personal Holiday, an employee must submit a written request to their supervisor at least forty-eight (48) hours in advance of the proposed time off. Said request shall be subject to approval of the supervisor, which shall be based on scheduling requirements. Unless otherwise approved by a supervisor only one (1) employee per day will be scheduled off on a Personal Holiday.

11.2 An employee who has completed his introductory period shall be paid for the above holidays, although no work is performed, provided that such employee works his last scheduled work day prior to the holiday and his next scheduled work day after the holiday. An employee who is on vacation will receive pay for a holiday occurring during his vacation but will not receive pay for a holiday if the holiday occurs during his absences from employment such as layoff or leave of absence. When a holiday occurs during an employee's scheduled vacation, that day will be considered a holiday and the employee will retain a day of paid vacation.

With respect to any employee laid off on reduction of forces or absent because of illness or injury, such employee will not be disqualified for having failed to meet the eligibility requirements of this Article, provided he works at least one scheduled work day in seven (7) calendar days immediately preceding the holiday or the seven (7) calendar days immediately following the holiday.

- 11.3 Holiday pay shall be eight (8) hours at the full time employees regular straight time hourly rate or, if salaried, one fifth (1/5) of the employees regular weekly salary.
- 11.4 Part-time employees who have surpassed their introductory period will be paid six (6) hours at their regular straight time hourly rate for the following holidays: Thanksgiving, Christmas and New Years provided they meet the criteria stated in Article 11.2. In addition, employees who work at least 32 hours in a week in which a holiday falls will be entitled to six (6) hours pay for each holiday during such week. (other than Thanksgiving, Christmas and New Years)

Part time employees will receive 8 hours paid personal time after (1) year of service and 20 additional hours paid after three (3) years of service.

11.5 Any required holiday work will be by need, qualifications, job classification, and seniority.

# Article XII

# Seniority

- 12.1 The seniority of any employee is determined by the length of his service, computed in years, months, and days from the date of most recent employment in the bargaining unit. Furthermore, an employee's seniority shall be discontinued when s/he accepts a position with the Credit Union which is outside the bargaining unit. Seniority for personnel hired on the same date will be determined by a drawing of names. After an employee has completed his 90 calendar day introductory period, his seniority shall be determined by his length of continuous service from his last hiring date. Introductory employees may be discharged at the sole discretion of the Credit Union and, unless otherwise indicated in this Agreement, shall not be entitled to any of the benefits of this Agreement.
- **12.2** For holiday purposes, paid holidays will be given to new full-time employees coming off of part time immediately. Health benefits will begin on the first day of the month following their first full month. Any employee coming off of part-time to a full-time status will receive

- 1 additional personal day in addition to their 1 personal day they received when they were part-time.
- **12.3** Credit Union-wide seniority shall be the determining factor in matters affecting promotions, demotions, layoffs, and recalls, provided that seniority and qualifications are relatively equal.
- **12.4** A list of employees dated according to seniority shall be posted on the bulletin board and a copy sent to the Union. The Credit Union will supply the Local Union and the International Union with a list of all additions or deletions from the seniority list showing date of hire, termination, leave of absence, etc.
- 12.5 When it becomes necessary to lay off employees, the Credit Union will notify the employees to be laid off at least seventy-two (72) hours in advance of layoff. The Union will be provided with a copy of any lay off notice at the time the employee is notified. The Credit Union will determine the number of classifications needed, the number of employees needed in each classification.
  - Student employees, Seasonal and Intern employees will be laid off first then probationary employees will be laid off and the Credit Union will not be obligated to recall them. With respect to employees with seniority, layoffs and recalls will be by classification with the least senior employee being the first to be laid off and the most senior employee being the first to be recalled. An employee who is about to be laid off must first displace the least senior employee in the same classification. If the employee's seniority does not allow, then the employee may displace the least senior employee in any other classification, provided the employee has previously worked in that classification.
- **12.6** Unless otherwise provided in this Article, absence from employment due to illness, accident, family death, or other similar occurrences, or layoffs by the Credit Union due to lack of work or for authorized leaves of absence, or other causes shall not cause a break in the computation of seniority.
- 12.7 New employees and those rehired after a break in continuous service will be regarded as introductory employees for 90 calendar days of work and will not receive seniority during such period. During this period of introductory employment, introductory employees may be laid off or discharged at the sole discretion of management, without recourse. Introductory employees continuing in the service of the Credit Union subsequent to the introductory period shall receive credit for continuous service from the last day of hire.
- **12.8** An employee's seniority shall be discontinued for any of the following reasons:
  - **a.** If the employee quits for any reason;
  - **b.** If the employee is discharged for cause;
  - **c.** If the employee violates Article XIII (Leaves of Absence of this Agreement);

- **d.** If the employee is absent from work for three working days without notifying his supervisor;
- e. If the employee fails to report their intention to return to work within a seven (7) day period after receipt of written notice, and failure to actually report to work within a fifteen (15) day period after receipt of written notice, or upon return of a registered letter sent to the last address furnished to the Credit Union by the employee;
- **f.** If the employee accepts gainful employment while on a granted leave of absence.
- 12.9 Any employee, upon being laid off, shall leave his address with the Credit Union on a card provided for that purpose. The Credit Union will provide the Local Union with a list quarterly of all changes in addresses of which it has been advised of by the employees who are members of the Union. In the event of recall, the Credit Union shall notify each such employee, in turn by seniority and job qualification, by registered letter. Seniority dates and service records of all employees shall be open to inspection by the Local President or Vice President of the Union.
- **12.10** A complete seniority list of all unit employees will be posted on the bulletin board within fifteen (15) days after the signing of this Agreement and shall be revised quarterly.
- **12.11** Job Vacancies When there is a job vacancy, the Credit Union will post the job opening for a period of three (3) work days at each office during which employees will have an opportunity to bid on the job. The posting shall indicate whether or not the job is a regular full-time or regular part-time job and will indicate any minimum qualifications for the job.

For all classifications other than Teller, the most qualified employee as determined by the credit union, will be awarded the job. Where the qualification of more than one employee is the same, seniority shall apply. Job vacancy in the Teller classification will be awarded strictly by seniority. If no employee meets the minimum qualifications or no employee signs the job bid, the Credit Union may fill the vacancy with a new hire.

**12.12** An employee selected by management to mentor other employees will be paid an additional seventy-five cents (\$0.75) per hour during the time they are assigned to mentor other employee(s).

# Article XIII

#### Leave of Absence

13.1 Employees may, upon request and for reasonable cause, be granted leaves of absence without pay, at the discretion of management as long as it does not interfere with Credit Union operations. A leave will not exceed 30 days, with a possible 30 day extension. The use of vacation and personal days must be used before any leave of absence is given.

- In the case of FMLA leaves, an extension to the FMLA will be considered by the President, before a leave of absence is considered.
- **13.2** Local Union officials will be granted the right to take time off without pay when necessary to leave the office on Union business when satisfactory arrangements can be made with the proper Credit Union officials.
- **13.3** Seniority shall accumulate during any granted leave of absence.
- 13.4 Military Leave-Regular employees who leave the service of the Credit Union to enter that of the United States Armed Forces, or the service of the U.S. Maritime Commission, or who are drafted by the United States Government for civilian service, will upon their return, within ninety (90) days from release from such service, be granted all seniority rights including vacation rights as if continuously employed by the Credit Union during such service. Such persons will be rehired by the Credit Union to take the place of other persons employed by the Credit Union who has less seniority. All rights under this Article shall cease in the event an employee voluntarily re-enlists.

#### Article XIV

# Safety and Health

- **14.1** The Credit Union will reimburse the Custodian/Courier up to a maximum of \$100.00 annually for the purchase of safety shoes. In order to be reimbursed, a receipt for the amount spent, along with a description of the shoe, must be presented to management.
- **14.2** The Credit Union will purchase a set of foul weather gear for the Custodian/Courier. This gear will consist of a rain suit type outfit, designed to be worn over the Custodian/Courier's regular outer clothing. The foul weather gear will be stored and maintained at the Credit Union and is to be used for Credit Union work only.
- **14.3** Every January and July the Credit Union will purchase and distribute Glass City FCU apparel for all employees to be worn at their discretion.

# Article XV

#### Insurance

- **15.1** Hospitalization-A comprehensive hospitalization program is made available to Unit employees per the following schedule:
  - **a.** The Credit Union will maintain the level of health insurance benefits in effect at the commencement of this Agreement for the duration of the Agreement for all eligible

- employees unless changes are by mutual consent of the Union and the Credit Union or a particular benefit is no longer available except at a great increase in premium cost.
- b. Part-time employees may participate in the Credit Union's health care program if they wish to do so, and the carrier permits it. However, all costs for coverage, regardless of the type, must be paid for entirely by the employee.
- c. Should an employee who is eligible for health coverage decline to participate in the program, they will be paid \$325.00 per month at the end of the month. The employee must be employed on the last day of the month to receive this money.
- d. Spouses and dependents who are employed full-time by employers other than Glass City Federal Credit Union must enroll in a single plan health insurance program made available through their respective employer regardless of cost. Once enrolled through their employer, they can be secondary through the credit union's plan if they pay the monthly premium charge.
- **15.2** Group Life, Short Term Disability, and Long Term Disability The Credit Union will make available, and pay the premium for group life, Short Term Disability and Long Term Disability policy for each full-time employee. Details of specific coverage are contained in the basic group policy issued to the Credit Union by its designated carrier.
- **15.3** In case of sickness, the Credit Union will retroactively pay an employee for five (5) sick days, if claimed in conjunction with, and as a part of, an approved short term disability claim through the Credit Union's insurance carrier.
- **15.4** Other Insurance-The Credit Union will provide for such other insurance coverage for employees such as dental, prescription and optic and other similar coverage as may be approved by the Board of Directors, subject to the same conditions as outlined in paragraph 15.1, above.
- **15.5** Change of Carriers-The Credit Union may change the agency or carrier to provide benefits equivalent to that presently provided. Prior to making any such change, the Credit Union will also notify the Union in writing of the same.
- **15.6** The Credit Union agrees to pay, at the employee's current rate of pay, the remainder of the shift scheduled if:
  - 1.) the employee is injured at work and
  - 2.) is unable to continue working that shift or is unable to return to work that day after treatment of said injury.

#### Article XVI

# Retirement Plan

- 16.1 A defined contribution retirement plan (Glass City Federal Credit Union Retirement Saving Fund) with employer administration is provided for all eligible employees. Full details of the retirement plan, including full compliance with ERISA rules, are contained in the master plan on file at the Credit Union and in a booklet prepared for each employee by the insurer. The Credit Union agrees to continue to contribute an amount equal to five percent (5%) of an employee's compensation earned during a credited year of service.
- **16.2** The Credit Union may change the agency or carrier of the retirement plan to provide benefits equivalent to that presently provided. Prior to making such change, the Credit Union will notify the Union in writing of the same.

# Article XVII

# Fringe Benefits-Part-Time Employees

17.1 To be eligible for any fringe benefits offered by the Credit Union under this Agreement, with the exception of the provisions outlined in Article XI, paragraph 11.4, and with the exception of health insurance outlined in Article XV, paragraph 15.1 (a) which will be governed by the Affordable Care Act Regulation, a part-time employee must meet the following criteria: Part-time employees who perform at least 32 hours of work per week for twelve (12) consecutive weeks, are eligible for all fringe benefits offered by the Credit Union one full calendar month after which they become eligible.

# Article XVIII

# **Tuition Reimbursement**

**18.1** The Credit Union will provide a tuition reimbursement program for the employees. Part-time employees are allowed \$1,000.00 per year, and full-time employees are allowed \$1,000.00 per year. See Tuition Reimbursement Policy for full details of all other provisions of the Policy.

#### Article XIX

#### **Bulletin Boards**

**19.1** The Credit Union will provide the Local Union with space on its bulletin boards to post notices of Union meetings, elections, and other Union announcements and notices. A copy of all notices will be provided to the Credit Union President at the time they are posted.

# Article XX

# Jury Duty

- 20.1 If an employee is summoned to jury duty he will notify his supervisor immediately. Any full time employee who is called to Jury Duty will be paid his regular wage for any time missed at work. Payment for Jury Duty will be paid only upon presentation of written verification from the court bailiff or other authorized court official. Such pay will not be considered in the computation of overtime or premium pay.
- **20.2** Part-time employees who serve jury duty shall receive six (6) hours pay each day they serve jury duty once they have completed one (1) year of service, not to exceed three (3) days.

# Article XXI

# Bereavement Pay

**21.1** A full-time and part-time employee who is on the payroll and is either working or on vacation, who has a death in his immediate family (meaning his spouse, child, father, mother, sibling, mother-in law or father-in-law, step-parent, step-child, step-sibling, brother-in-law, sister-in-law, grandparents, spouse's grandparent, grandchild) shall be given three (3) days off with pay, upon proof of said death.

Full time employees will be paid eight (8) hours of straight time pay for each day and parttime employees will be paid the average number of straight time hours worked per workday in the thirty (30) day period immediately preceding the leave or six (6) hours pay, whichever is greater.

#### Article XXII

# **Equal Employment Opportunity**

**22.1** The Credit Union and the Union recognize the legal principles in the area of civil rights. Accordingly, this Agreement shall be administered and interpreted in accordance with applicable laws related to age, race, color, national origin, religion, gender, disability, military or veteran status.

# Article XXIII

# No Strikes or Lockouts

**23.1** During the term of this Agreement, there shall be no strike, sympathetic or otherwise, walkout, slow-down or work stoppage of any nature by the Union employees, and there shall be no lockout by the Credit Union.

23.2 In the event of any action by the employees in violation of Section 1 of this Article, the Union (by and through representatives of its international and local bodies) shall, upon receiving notice thereof, urge its members to return to work, take immediate affirmative actions to accomplish the same, and immediately send notice to the Credit Union notifying the Credit Union that such action was unauthorized by the Union.

# Article XXIV

# Management Rights

24.1 The management and operation of the Credit Union, its business, properties and facilities, and the direction of the working force remain vested exclusively in the Credit Union. These rights, except as they may be expressly and specifically limited by this Agreement, include, but are not limited to, the following: to hire, layoff, discipline, or discharge employees for just cause; to plan, direct and control operations and procedures; to determine standards of quality and quantity; to determine job content, and the ability and qualifications of employee; to schedule work, decide the number and distribution of its employees, subcontract work (that does not displace bargaining unit employees), make work assignments, and transfer employees to provide the necessary flexibility for the efficient operation of its business; to introduce new or improved methods of facilities and to make, change and enforce reasonable Credit Union rules for the maintenance of the discipline, efficiency, and safety of the working forces.

Any dispute arising from this Article is subject to the grievance procedure.

**24.2** Management has the right to hire outside contractors for cleaning, landscaping and snow removal, which will not diminish the Custodian/Courier's hours, benefits or total compensation for as long as the current Custodian/Courier is employed.

# Article XXV

# **Saving Provision**

25.1 If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid Federal or State law, such term or provision shall continue in effect only to the extent permitted by such law. If, at any time thereafter, such term or provision is no longer in conflict with any Federal or State law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

# Article XXVI

# Termination of Agreement

- **26.1** This Agreement shall take effect as of 12:00 a.m. September 1, 2024 and shall continue in effect until 12:00 midnight August 31, 2027, and thereafter year to year, subject to termination or modification as herein provided.
- **26.2** Should either party to this Agreement desire to terminate or modify the existing Agreement upon termination date, at least sixty (60) days prior written notice by certified mail, return receipt requested, of such intent must be given to the other party hereto.
- **26.3** This Agreement shall remain in full force and effect for a period of sixty (60) days after receipt of notice of termination or modification, or until 12:00 midnight, August 31, 2027, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives this \_\_\_\_\_day of September 2024.

GLASS CITY FEDERAL CREDIT UNION TOLEDO, OHIO	UNITED STEELWORKERS-USW AFL-CIO-CLC
Phil Browarsky	D. R. McCall International President
Scott Saum	John E. Shinn International Secretary-Treasurer
Julie Komisar	Emil Ramirez Int'l Vice President Administration
Mathew Gillilland	Kevin Mapp Int'l Vice President Human Affairs
Ashley Navarre	Donald E. Blatt, District 1 Director
	Daniel J. Voorhees USW Staff Rep.
	UNITED STEELWORKERS LOCAL 9G-01
	Wally Hardin, USW Local 9G President
	Jonnie Sonnenberg, USW Local 9G-01
	Mary Walker, USW Local 9G-01
	Trent Sritongkul, USW Local 9G-01