

COLLECTIVE BARGAINING AGREEMENT

Between

MUNICIPAL CREDIT UNION

And

**LOCAL 153, AFL-CIO
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION**

July 1, 2020 – June 30, 2023

JK

TABLE OF CONTENTS

Page

PREAMBLE	1
ARTICLE I RECOGNITION	1
ARTICLE II UNION SECURITY	3
ARTICLE III CHECKOFF OF UNION DUES AND INITIATION DUES.....	3
ARTICLE IV MANAGEMENT RIGHTS	4
ARTICLE V NO STRIKES/NO LOCKOUTS.....	5
ARTICLE VI SENIORITY	5
ARTICLE VII PROMOTIONS AND TRANSFERS.....	6
ARTICLE VIII LAYOFF & RECALL.....	7
ARTICLE IX NORMAL WORKING HOURS	7
ARTICLE X VACATIONS.....	9
ARTICLE XI HOLIDAYS	11
ARTICLE XII GRIEVANCE & ARBITRATION PROCEDURES.....	12
ARTICLE XIII DISCIPLINE	14
ARTICLE XIV PROBATIONARY EMPLOYMENT.....	15
ARTICLE XV UNION ACTIVITY AND VISITATION.....	15
ARTICLE XVI PAID LEAVE	17
ARTICLE XVII PAID SICK LEAVE.....	18
ARTICLE XVIII PAID TIME OFF.....	20
ARTICLE XIX UNPAID LEAVE OF ABSENCE	20
ARTICLE XX WAGES	21
ARTICLE XXI HEALTH AND PENSION BENEFITS	23
ARTICLE XXII SEVERANCE PAY.....	31
ARTICLE XXIII TECHNOLOGY CHANGE.....	31
ARTICLE XXIV SUBCONTRACTING	32
ARTICLE XXV PERSONNEL FILES	32
ARTICLE XXVI MISCELLANEOUS	32
ARTICLE XXVII SAVINGS CLAUSE AND SUCCESSORS.....	33
ARTICLE XXVIII DURATION AND TERMINATION.....	34
APPENDIX A BARGAINING UNIT SALARY RANGES EFFECTIVE JANUARY 15, 2013	A-1



PREAMBLE

THIS AGREEMENT is entered into this ____ day of _____ 2021 by and between Municipal Credit Union, 22 Cortlandt Street, New York, New York 10007 ("Employer") and Office & Professional Employees International Union, Local 153, AFL-CIO ("Union").

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of all full-time and regular part-time clerical, technical, and operational employees ("Employees") employed by the Employer at the following facilities at

- Manhattan Branch, 2 Lafayette Street, New York NY 10007
- Brooklyn Branch, 350 Jay Street, Brooklyn, New York 11203
- Bronx Branch, 560 Courtlandt Avenue, Bronx NY 10451
- Staten Island Branch, 2546 Hylan Blvd, Staten Island NY 10306
- Elmont Branch, 1660 Hempstead Tpke, Elmont NY 11554
- Co-Op City Branch, 755 Co-Op City Blvd., Bronx NY 10475
- New York Psychiatric Institute Branch, 722 W. 168th Street, New York NY 10032
- Executive, Administrative, and Office Operations, 22 Cortlandt Street, New York NY 10007
- Brooklyn Postal Branch, 1050 Forbell Street, Brooklyn NY 11256
- 2142 Ralph Avenue, Brooklyn, NY 11234-5406
- Coney Island Branch, 1904 Surf Avenue, Brooklyn, NY 11224
- Harlem Branch, 280 St. Nicholas Avenue, New York, NY 10027
- Springfield Branch, 134-66 Springfield Boulevard, Springfield Gardens, NY 11413
- Rego Center Branch, 61-35 Junction Boulevard, Rego Park, NY 11374
- 149 St. MCU Express, 353 East 149th Street, Bronx, NY 10455
- St. Albans, 188-39 Linden Blvd., St. Albans, NY 11412
- Forest Ave., 1756 Forest Avenue, Staten Island, NY 10314

and for any additional facilities located in the five boroughs of New York City, whose current job titles are: Accounting Clerk, ATM Proof Clerk, ATM Proof Clerk-ESD, Autonet Clerk, Bankruptcy Clerk, Branch Greeter, Branch Loan Specialist, Card Fraud Specialist, Clerk Typist(Loan Officer Unit), Clerk/Messenger, Charge Card Representative, Collateral Representative, Collector, Computer Operator, Contact Center Representative, Credit Counseling Rep., Data Control Clerk, Deceased Accounts Clerk, Disability Clerk, Driver/Messenger, EFT Clerk, E-mail Quality Assurance Specialist, File Maintenance Clerk, Home Banking Representative, IRA Specialist, Jr. Mortgage Loan Quality Control Analyst, Jr. Underwriter, Junior Mortgage Loan Quality Control Analyst, Legal Accounts Clerk, Loan By Fax Representative, Loan Center Sales and Service Representative, Loan Contact Center Sales and Service Specialist, Loan Input Clerk, Loan Officer, Loss Mitigation Specialist, Mail Banking Teller, Member Service Representative, Mortgage Data Storage Clerk, Sr. Collateral Analyst, Sr. Credit Counseling Clerk, Mortgage Loan Processor, Mortgage Loan Representative, Mortgage Inquiry Representative, Mortgage Quality Control Processor, Mortgage Servicing Clerk, New Accounts Clerk, New Accounts Rep. II, Part Time Collector, Part Time Legal Clerk, Part Time Member Service Rep., Payroll ACH Clerk, Payroll Deduction Clerk, Payroll Input Clerk, Processing/Verification Clerk, PT Cleaner, PT Clerk/Messenger, Pre Closing Quality Control Position, Post Closing Quality Control Position, Purchasing Agent, Records Clerk, Collection Recovery Clerk, Research Clerk, Secured Loan/File Representative, Senior Teller, Share Draft Clerk, Senior Share Draft Clerk, Sr. Accounting Clerk, Sr. Bankruptcy Analyst, Sr. Claims and Bankruptcy Analyst, Sr. Claims Analyst, Sr. Clerk/Messenger, Sr. Collector, Sr. Collateral Analyst, Sr. Contact Center Representative, Sr. Data Control Clerk, Sr. EFT Clerk, Sr. Legal Accounts Clerk, Sr. Loan Officer, Sr. Loan By Fax Representative, Sr. Mail Banking Teller, Sr. Member Service Rep., Sr. Mortgage Servicing Clerk, Sr. Payroll/ACH Clerk, Sr. New Accounts Clerk, Sr. Payroll Clerk, Sr. Payroll Deduction Clerk, Sr. Processing and Verification Clerk, Sr. Research Clerk, Sr. Underwriter, Sr. Card Services Customer Service Clerk, Teller, Underwriter, Card Services Chargesback Clerk, Card Services Customer Service Clerk, and Card Services Member Service Clerk, VISA Customer Service Rep; Sr. Visa Customer Service Rep, but excluding all other employees including those who work in the following titles: supervisor, assistant manager, manager, assistant V.P, V.Ps, security, controller, secretary/system specialist (MIS), computer programmer/analyst, auditor and senior auditor, staff accountant, general counsel, deputy general counsel, staff attorney, compliance officer, secretary/representative (all branches), administrative aide to Board of Directors, secretary/assistant to Board of Directors, secretary to executive vice president/chief operating officer, chief of staff, vice president of branch operations, human resources department administrative assistant, human resources department file clerk/typist, secretary to department heads (member service operations, accounting department, and loan operations department), marketing assistant/secretary, legal secretary, payroll specialist/human resources department, employee benefits specialist, clerk typist (legal), training specialist, technical/teller training, field representative (marketing), all co-ops, temporaries, managerial, and confidential employees, and all guards, professional employees and supervisors as defined in the Act.

In the event the Employer establishes a new bargaining unit job position, the Union will be notified within 30 days of creation and the Employer will provide job title, job description and bargaining unit grade.

ARTICLE II

UNION SECURITY

- Section 1. All Employees on the active payroll as of October 12th 1989 who are members of the union shall maintain their membership in the Union in good standing as a condition of their continued employment.
- Section 2. All Employees on the active payroll as of October 12, 1989 who are not members of the Union and all Employees hired subsequent to October 12, 1989 shall, within thirty (30) days after their date of employment, whichever is later, as a condition of their continued employment, become and remain members in good standing of the Union, it being understood that membership in good standing shall mean the tendering by the Employee to the Union of periodic dues and any initiation fee uniformly required as a condition of membership.
- Section 3. The Employer agrees to supply the Union with the name, sex, date of birth, social security number, address, salary, date of hiring, classification of Employees covered by this Agreement within thirty (30) days of the date of execution. At the time a new Employee to be covered by this agreement becomes a member of the Union, this information will be supplied to the Union. Thereafter, the Union shall be notified each month of all salary changes, change of address, resignations, retirements, death, dismissals, and leaves of absence. The Union and Chief Shop Steward shall be provided with the copies of the materials distributed to new Employees at orientation.
- Section 4. All Employees who have failed to maintain membership in good standing as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand to the Employer from the Union requesting his/her discharge, be discharged if, during such period, the required dues and/or initiation fee have not been tendered.

ARTICLE III

CHECKOFF OF UNION DUES AND INITIATION DUES

- Section 1. The Employer agrees to deduct Union dues and initiation fees from the wages of each Employee on a biweekly basis and remit such dues and initiation fees to the Union promptly after the last deduction each month summarized monthly.
- Section 2. Dues will become due and payable in the first payroll period effective with the first week following thirty (30) days of employment. Initiation fees become due and payable according to the fee payment schedule approved by the Union's Secretary/Treasurer.
- Section 3. Any change in the rate of dues and/or initiation fees will be put into effect in the deductions made by the Employer in the first week of the month following thirty (30) days' written notice of the change from the union.

Section 4. The Employer shall be relieved from making such "checkoff" deductions upon (a) termination of employment or (b) transfer to a job other than one (1) covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing absences, the Employer will immediately resume the obligation of making said deductions.

Section 5. The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 6. The Employer shall deduct from the wages of any Employee who submits a voluntary authorization card, an amount designated by such Employee for OPEIU' "Voice of the Electorate" (VOTE) Fund. Such voluntary contribution shall be forwarded to the Secretary/Treasurer of OPEIU, Local 153, AFL-CIO, monthly, by check, payable to "Voice of the Electorate" along with a listing of persons who donated such monies.

Section 7. The Union will indemnify and hold the Employer harmless with respect to any claim, suit, judgment or other liability resulting from any deduction made from the Employee's wages and any other payments due the Employee under the terms of this Article. The Union shall also indemnify and hold the Employer harmless in any case where an individual has signed and delivered to the Union an authorization card and assignment, but the Union has failed to so advise the Employer in accordance with the agreed procedures, and accordingly, deduction has not been made from the Employee's wages and any other payments due the Employee that are subject to dues deduction.

ARTICLE IV

MANAGEMENT RIGHTS

All management functions, powers and authority possessed by the Employer prior to the execution of this Agreement are retained by and are to remain exclusively with the Employer, except as limited herein. Such functions, powers and authority of the Employer include, but are not limited to, the exclusive right to hire, direct, schedule and determine the size and composition of the work force; to assign work and require overtime; to plan, direct and to control operations and all hours of work; to discontinue, in whole or in part, transfer or consolidate any of its operations; upon notice to alter any job description; to hire, discharge, discipline, layoff, assign and transfer Employees; to promulgate rules and regulations; to determine the qualifications of Employees; to introduce new or improved methods or facilities, and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

ARTICLE V
NO STRIKES/NO LOCKOUTS

- Section 1.** It is agreed that the Union, its officers and representatives and the Employees covered by this Agreement will not collectively, concertedly, or individually, directly or indirectly, strike, picket, walkout, slow-down, or concertedly refuse to report for work or in any way interfere with or interrupt the Employer's operation during the term of this Agreement.
- Section 2.** The Employer agrees that there will be no lockout of Employees during the term of this Agreement.
- Section 3.** In the event of a strike, picketing, walkout, slow-down, concerted refusal to report to work, or interruption or interference with the Employer's operations, or violations of this Article in any manner by the Union or the Employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and representatives, shall immediately declare the said activity, illegal and unauthorized. The Union agrees further to cooperate with the Employer to remedy any situation by immediately giving written notice to the Employer and written and verbal notice to the Employees involved, declaring the said activity unlawful by ordering said Employees to return to work and by directing said Employees to resume full and normal work.
- Section 4.** Any Employee who violates this Article shall be subject to disciplinary action, including discharge.

ARTICLE VI
SENIORITY

- Section 1.** For the purpose of this Agreement, the term "seniority" shall be defined as the status computed by length of time an Employee has been continuously employed by the Employer in a bargaining unit position, based upon the Employee's most recent date of hire.
- Section 2.** An Employee's seniority shall commence after the completion of the Employee's probationary period and shall be retroactive to the date of the Employee's most recent employment date. Regular part-time Employees shall accrue pro-rated seniority on a separate seniority list and shall have full seniority rights among themselves. Full-time Employees shall have priority over part-time Employees in all matters controlled by seniority. Seniority shall not accrue during leaves of absence or while an Employee is on suspension.
- Section 3.** An Employee's seniority will be lost and his/her rights under this Agreement forfeited for the following reasons:
- (a) Discharge, quit, resignation or retirement;

- (b) Exceeding an authorized leave of absence or vacation unless excused by the Employer;
- (c) Failure to return to work within five (5) working days after notification of recall from layoff by certified mail sent to the Employee's last known address;
- (d) Layoff for the length of the Employee's seniority or one (1) year, whichever is less;
- (e) Acceptance of severance pay.
- (f) Transfers to a non-bargaining unit position with the Employer and does not return to a bargaining unit position within one year of the transfer.

ARTICLE VII

PROMOTIONS AND TRANSFERS

Section 1.

A promotion is defined as a move from a lower grade level to a higher grade level within the bargaining unit. Notice of all job vacancies shall be posted at all facilities and will contain the open and closed dates of the posting, which will be inclusive of five (5) calendar days. The posting will include the job title, grade level and a brief description of job duties including qualifications and necessary skills. A copy of each posting shall be provided to the Union steward or chief steward.

Section 2.

- (a) All bids must be submitted in writing to the Human Resources Department within the five (5) calendar day period. A steward may submit a bid in writing on behalf of an Employee if the steward was so authorized in writing by the Employee to submit a bid for that specific posted vacancy. The selection of an Employee from among the applicants will be based on the Employee's abilities and qualifications. In the event that two (2) or more applicants' abilities are relatively equal, seniority shall prevail. In the event the posting fails to obtain the necessary personnel, the Employer will have the right to hire from the outside.
- (b) There shall be a 90-day probationary period for Employees promoted hereunder, but the Employee will be paid immediately within the salary range of the new position. Employees who have been notified of a promotion shall receive the pay and benefits of the new position within four (4) weeks of notification.
- (c) Employees may transfer to any posted vacancy within the same grade level (bid laterally) but may not bid downward. Any such transfer shall be made at the sole discretion of the Employer. Any Employee so transferred will maintain the same salary as in his/her former position.

Section 3. A formal notice through application in writing must be received in the Human Resources Department by the close of business on the closing date of posting. The Employer may utilize tests and/or other selection devices which measures the skills and aptitudes that have a direct bearing on an individual's ability to successfully perform the job in question.

Section 4. A copy of the results of any written test utilized by the Employer to measure the Employee's skills and aptitudes will be provided to the Chief Steward if such request is received in writing within 30 days of the test. This does not apply to other selection devices, including but not limited to interviews used by the Employer to measure the individual's ability to successfully perform the job in question.

ARTICLE VIII

LAYOFF & RECALL

Section 1. In the event of a layoff at a facility encompassed in Article I, Recognition, probationary Employees in the job classification affected at that facility shall be laid off first, then regular part-time Employees and then full-time employees in the inverse order of their seniority. Any such full-time Employee may bid for a posted vacant position, elect to go on layoff, or displace an Employee with less seniority in the same job classification. It is within the Employer's sole discretion to communicate information regarding a layoff to the Union in advance. In the event the Employer elects to provide the Union with advance notice of layoff, it will use its best efforts to provide as much advance notice as practicable.

Section 2. An Employee who has been laid off shall be entitled to recall in seniority order to a vacancy, provided they have the skill and ability to perform the work required without further training in accordance with the Employer's requirements.

ARTICLE IX

NORMAL WORKING HOURS

Section 1. Except as otherwise provided in Section 3 of this Article the normal work week shall be thirty-five (35) hours, Monday through Friday. The normal work day shall be seven (7) hours, with a one (1) hour lunch period.

Section 2. All hours worked between 35 and 40 hours per week shall be paid at the regular hourly rate. Overtime compensation will be paid to Employees who work in excess of forty (40) hours during the normal work week at one and one-half (1 1/2) times their regular hourly rate.

Section 3. All Employees hired on or after January 15, 1998 ("new hires") may be required to work on Saturdays without overtime pay as part of their regular work week of 35 hours. Employees other than new hires may volunteer to work a schedule which includes a Saturday, without overtime pay, as part of their 35 hour, five day week ("Saturday Schedule"); however, such Employees may at their request return to their prior Monday through Friday schedule by giving notice to the Employer prior to the end of three (3) calendar weeks of such assignment to a Saturday Schedule. Those Employees who work a Saturday Schedule shall, unless work demands otherwise dictate, have a day off on Tuesday or Wednesday of their regular work week. Such day off will be scheduled on a monthly cycle, based on seniority, on a unit or departmental level in the Employer's discretion.

Section 4. All paid time for vacations, sick and personal days shall not be counted as time worked for the purpose of computing overtime. All paid time for holidays shall be counted as time worked for the purpose of computing overtime.

Section 5. All work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly rate of pay except in the case of regularly scheduled hours which includes hours worked by new hires and other Employees on a Saturday Schedule. All work performed on a holiday or a Sunday shall be paid for at the rate of two (2) times the regular rate except in the case of regularly scheduled hours.

Section 6. All monies due for overtime shall be paid at the same time regular salaries are paid.

Section 7. (a) Provided the work schedule permits, all full-time Employees are entitled to one (1) fifteen-minute rest break if they work a seven (7) hour day. Part-time Employees scheduled to work at least four (4) hours, but less than seven (7) hours in a day will be eligible to receive a ten (10) minute rest break provided the work schedule permits.

(b) A full time Employee, with the prior approval of his or her Department Head, who has committed to and does work a full nine (9) hours or more, measured from the Employee's scheduled start time for that shift, shall be entitled to an additional ten (10) minute rest break. This rest break shall be scheduled at the sole discretion of the Department Head. For whatever reason the Employee is not provided with the opportunity to take this ten (10) minute rest break, this rest break shall not be carried over to another shift or day and may not be used subsequently.

Section 8. All Employees called to work on Saturday, Sunday or holiday shall be paid a minimum of four (4) hours or the actual number of hours worked excluding meals, whichever is greater, at the overtime rate for that day. This section shall not apply to Saturday work for those new hires and other Employees on a Saturday Schedule or otherwise scheduled to work on a Saturday as part of their normal work week.

Section 9. There shall be no pyramiding of overtime hours.

ARTICLE X

VACATIONS

(ONLY EMPLOYEES HIRED OR REHIRED PRIOR TO OCTOBER 2, 2020 ARE ELIGIBLE FOR VACATION IN ACCORDANCE WITH THIS ARTICLE. ALL EMPLOYEES HIRED OR REHIRED BY THE EMPLOYER ON OR AFTER OCTOBER 2, 2020 WILL BE ELIGIBLE FOR PAID TIME OFF IN ACCORDANCE WITH ARTICLE XVIII)

- Section 1.
- (a) The established vacation period is from January 1st through December 31st of the same year. Employees must select their vacation period by February 1st and be approved by the Employer no later than February 28th. Employees who want a vacation in January must select their vacation period by December 1st of the previous year and be approved by the Employer no later than December 31st.
 - (b) The Employer may refuse to permit Employees to take vacations due to business considerations during periods it designates. Such periods may, for example, include, but not be limited to, the following:
 - 1. Branch Personnel - The period from Monday after Thanksgiving through December 23rd.
 - 2. Installment Loan Operations Personnel - The two (2) weeks immediately preceding each Auto Loan Sale. The Employees will be notified by December 31 which two (2) 14 calendar day periods in the following year will be unavailable for vacation time. However, this restriction shall not prevent the Employer, in its sole discretion, from approving vacation time in writing during such periods.

Except as provided in this Article X, the Employer will advise the Employees involved of the dates to be blocked out prior to the vacation selection. It remains the sole prerogative of the Employer to grant vacation time during any blocked out periods. This process will not be exercised in an arbitrary or capricious manner.

R

Section 2. Full-time Employees will be eligible for vacation after completing their probationary period. During the initial year of employment, an Employee hired before May 1st will receive two (2) weeks' vacation for the year at the end of the probationary period. Employees hired on or between May 1st and June 1st will receive one (1) week of vacation for the year at the end of the probationary period. Employees hired after June 1st will not receive any vacation leave until the next calendar year.

Section 3. Full-time Employees will be entitled to accrue paid vacation according to the following schedule:

<u>Years of Service</u>		<u>Vacation Entitlement</u>
1 to 6	as of June 1 st	2 weeks
6 to 14	as of June 1 st	3 weeks
14 to 20	as of June 1 st	4 weeks
20 and over	as of June 1 st	5 weeks

Section 4. There shall be an additional one (1) week of paid vacation for each full time Employee who reaches his or her 25th year of service with the Municipal Credit Union by June 1 of that year during the term of the contract. This extra week of paid vacation must be used during that year, cannot be carried over into another calendar year and will not be available in any subsequent years. If an Employee reaches his or her 25th year of service after June 1, he or she will be given the additional one (1) week, but may only use it in the following calendar year. Such one (1) week cannot be carried over into another calendar year and will not be available in any subsequent years.

Section 5. (a) Vacation is earned for each full month of service up to a maximum of 10 months per year according to the following schedule:

<u>Normal Vacation Entitlement</u>	<u>Vacation earned for each full month of service up to a maximum of 10 months</u>	
1 week	1/2	day per month
2 weeks	1	day per month
3 weeks	1 1/2	days per month
4 weeks	2	days per month
5 weeks	2 1/2	days per month

(b) Employees terminated involuntarily and Employees who give two (2) weeks' notice of voluntary termination shall be entitled to accrued vacation pay. An Employee who has taken unearned vacation and who is subsequently terminated shall be required to reimburse the Employer for the unearned vacation.

Section 6. No part of an Employee's scheduled vacation may be charged to sick leave. Vacation shall be taken each year and may not be accumulated, unless the vacation may not be taken because of the Employer's direction.

Section 7. Vacation pay shall be prepared in advance by the Employer and paid to the Employee on his/her last day worked prior to the vacation period, provided the Employee has completed and returned the necessary forms to the Human Resources Department ten (10) working days prior to the Employee's requested vacation.

Section 8. Selection of Employees' initial two (2) week vacation period shall be based on seniority. Any additional vacation will be selected by seniority after every Employee has made their initial selection.

Section 9. Part-time Employees - Effective January 1, 1990, part-time Employees shall be eligible to receive one week's vacation each calendar year equal to the number of hours they were hired to work per week.

ARTICLE XI

HOLIDAYS

Section 1. All full-time Employees shall be entitled to receive the following holidays with pay:

New Year's Day
Martin L. King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Three (3) personal days Only employees hired or rehired prior to October 2, 2020 are eligible for personal days in accordance with this Article. All employees hired or rehired by the Employer on or after October 2, 2020 will be eligible for paid time off in accordance with Article XVIII.

Section 2. (a) The personal days may be scheduled in accordance with the Employee's preference and must be taken during the year in which they are earned. The personal days shall be taken at a mutually agreeable time and shall be requested at least seven (7) days in advance, except in the case of an emergency.

(b) Personal days shall be accrued in an Employee's initial year of hire as follows:

	Date of Hire			
	January		February	3 days
	March		April	2 days
	May		June	1 day
	July		December	0 days

Section 3. All holidays falling on a Saturday or Sunday shall be observed on the days designated by the New York State Department of Financial Services. If no such designation is made for a Saturday holiday, Employees will receive an additional personal day pursuant to Section 2, above.

Section 4. When a holiday falls during an Employee's vacation, the vacation shall be extended by one (1) day or at the Employee's option, another day may be scheduled.

Section 5. In order to be eligible for holiday benefits, an Employee must have worked the last scheduled work day before and the first scheduled work day after the holiday, except in the case of illness or accident preventing the Employee from working as evidenced by written certificate of a physician or other proof if requested by the Employer.

Section 6. Part-time Employees shall be entitled to four (4) hours pay for Independence Day, Thanksgiving Day and Christmas Day.

ARTICLE XII

GRIEVANCE & ARBITRATION PROCEDURES

Section 1. A grievance shall mean any alleged violation of the terms and conditions of this Agreement.

Section 2. The Employer and Union agree to comply with the representation requirements applicable to investigatory interviews in accordance with applicable law.

Section 3. An Employee or steward shall initiate a grievance within fifteen (15) calendar days of the occurrence which is the subject of the grievance, except in the case of a discharge, which shall be initiated within five (5) working days, or in the case of a grievance alleging that, by administrative error, any Employee did not receive the correct wages agreed upon, for which there is no time limitation. Failure to present a grievance within the appropriate time period shall be deemed a waiver of the grievance.

RE

Section 4. A grievance shall be processed according to the following steps:

Step 1 - An Employee having a grievance and his/her steward shall discuss it with the immediate supervisor. The Employer shall give its response in writing through the supervisor to the Employee and the steward within five (5) working days after the presentation of the grievance.

Step 2 - If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing and signed by the grievant and/or his/her steward and presented to the Department Head. A grievance so presented shall be answered in writing within five (5) working days after its submission.

Step 3 - If the grievance is not settled in Step 2, the grievance may, within five working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented at this step to the Human Resources V.P. or designee. Grievances involving discharge shall be initiated at this Step 3. The Human Resources V.P. and/or designee shall meet with the union representative and/or union steward within five (5) working days after presentation at this step and the Employer shall render its answer in writing within ten (10) working days.

Any of the time limits may be extended or waived by the mutual consent of the parties.

Section 5. Failure on the part of the Employer to answer a grievance at any step of the grievance procedure shall not be deemed acquiescence therein and the grievant may proceed to the next step.

Section 6. The disposition of a grievance from which no appeal is taken to the next step of the grievance procedure within the time limit specified herein shall be deemed resolved and shall not thereafter be considered under provisions of the Agreement.

Section 7. In the event that a grievance arising under the terms of this Agreement is not settled at Step 1 through Step 3, either party to the Agreement may notify the other that it wishes to refer the matter to arbitration provided such notice is given within thirty (30) calendar days after Step 3 has been completed.

Section 8. An arbitrator shall be designated in accordance with the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association. The fees and expenses of the American Arbitration Association shall be borne equally by the parties.

Section 9. The arbitrator shall have jurisdiction only over disputes arising out of a grievance, as defined in Section 1, above, and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator's award shall be final, conclusive and binding upon the Employer, the Union and the Employees.

Section 10. A Steward selected by the Union, the grievant and any necessary Employee witnesses shall attend all arbitration hearings without loss of pay, to the extent that they are actively on payroll at the time of the hearings. Witnesses shall be released only for the time that necessitates them to be at the hearing.

ARTICLE XIII

DISCIPLINE

Section 1. **Progressive Discipline:**

a. Disciplinary Levels

The following actions shall be taken when disciplining any Employee, although the Employer maintains its right to continue to skip levels of discipline, including proceeding to immediate discharge for an Employee as it has done in the past and the Union reserves its right to grieve such discipline per Section 2 of this Article.

Level 1: Informal Written Warning at Department level

Level 2: Formal Written Warning at Human Resources Department level

Level 3: Final Warning at Human Resources Department level

Level 4: Discharge/Suspension at Human Resources Department level

b. Categories of Disciplinable Offenses

The Employer and the Union recognize the following categories of disciplinable offenses: (1) Time and Leave Violations; (2) Work Performance; (3) Misconduct; and (4) Miscellaneous.

The parties confirm their disciplinary practices with the following non-exclusive examples. Except as otherwise provided for in the Agreement, where an Employee has never received progressive discipline for any Time and Leave category infractions, and discipline is imposed, the Employee shall be disciplined at Level 1 of that category. For any subsequent Time and Leave category infraction by that Employee, (lateness or otherwise, such as absenteeism or unauthorized early departure) the Employer may proceed to the next progressive discipline Level. For conduct or performance which falls into the other categories of Work Performance, Misconduct, and Miscellaneous, the Employer shall proceed to Level 1

of that category for the first infraction, or the next higher Level in that category for subsequent Work Performance, Misconduct or Miscellaneous related infractions.

Section 2. Discharge, suspension or other post-progressive discipline of an Employee shall be for just cause, subject to the grievance and arbitration procedures of Article XII.

ARTICLE XIV

PROBATIONARY EMPLOYMENT

Section 1. Newly hired Employees shall be considered probationary for a period of six (6) months from the date of employment, excluding any time on unpaid leave.

Section 2. During or at the end of the probationary period, the Employer may discharge any probationary Employee at will, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 3. Probationary Employees will be entitled to paid holidays. Furthermore, upon the successful completion of their probationary period, Employees will be entitled to personal days, vacation, and paid sick leave that they have earned during their probationary period.

ARTICLE XV

UNION ACTIVITY AND VISITATION

Section 1. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time.

Section 2. A representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer and for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter a department of the Employer for this purpose, he/she shall first advise the Head of the Human Resources Department or his/her designee in writing no less than 48 hours prior to the visit. Such visits shall not interfere with the operation of the Employer.

Section 3. Stewards

- (a) The Employer agrees to the appointment or election of the following number of stewards and/or chief stewards at each facility as designated:

<u>BRANCH</u>	<u>NO. OF STEWARDS</u>
Manhattan Branch 2 Lafayette Street New York, NY 10007	one (1) steward
Administrative & Office Operations 22 Cortlandt Street New York, NY 10007	four (4) stewards
Rego Center Branch 61-35 Junction Boulevard Rego Park, NY 11374	one (1) steward
Brooklyn Branch 350 Jay Street Brooklyn, NY 11203	one (1) steward
Bronx Branch 560 Courtlandt Avenue Bronx, NY 10451	one (1) steward
Staten Island 2546 Hyland Blvd Staten Island, NY 10306	one (1) steward
Elmont 1660 Hempstead Tpke Elmont NY 11554	one (1) steward
Co-Op City 755 Co-Op City Blvd Bronx, NY 10475	one (1) steward
Brooklyn Postal 1050 Forbell Street Brooklyn, NY 11256	one (1) steward
Harlem Branch 280 St. Nicholas Ave. New York, NY 10027	one (1) steward

- (b) There shall be one alternate steward at each facility who shall only function in that capacity when the regular steward is absent from work. The Union will notify the Employer of the names of such representatives and no other person shall be recognized by the Employer in that capacity.
- (c) Discussion of grievances shall be held at times mutually agreed upon. Stewards, upon obtaining permission from their immediate supervisor, shall be granted reasonable time with regular pay during their working hours to discuss grievances in accord with the grievance procedure.

Section 4. Bulletin Board

A bulletin board will be made available to the Union at each facility designated in Article I, Recognition, for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general union activities. Such notices shall not contain political or controversial material or reflect upon the Employer or any of its employees. Notices shall not be posted during the working time of the individual responsible for such posting.

ARTICLE XVI

PAID LEAVE

Section 1. Bereavement Pay

- (a) A full-time Employee shall be entitled to time off with pay for four (4) scheduled work days' paid absence in the event of a death in the Employee's immediate family. Immediate family is defined as, father, mother, grandparents, spouse, same sex committed partner, children, grandchildren, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (b) A full-time Employee shall be entitled to time off with pay for one (1) scheduled work day's paid absence in the event of the death of the Employee's aunt, uncle, niece or nephew. The term aunt or uncle shall be limited only to the siblings of the Employee's mother and father. The term niece or nephew shall be limited only to the children of the Employee's siblings.
- (c) Such days must be taken consecutively at the time of the funeral and will be paid for at the Employee's regular compensation rate, and will not be used for the purpose of computing overtime pay. The Employer reserves the right to require proof of death and relationship as a condition of payment.

Section 2. **Jury Duty** - A full-time Employee summoned to jury duty shall be entitled to leave. Said Employee shall be paid the difference between their regular compensation rate and the compensation received from a court for jury duty. Any such Employee shall be required to endorse the payment received for the jury duty to the Employer. Time spent on jury duty will not be used for purposes of computing overtime pay.

Section 3. **Military Reserve Duty** - An Employee called upon to perform military duty for a Reserve Unit of the United States Armed Forces or to attend National Guard duties shall be granted a leave of absence. Any Employee with one (1) or more years of service who is granted a leave of absence for such purpose not in excess of two (2) weeks will receive two (2) weeks' regular salary for the period of duty less the amount of two (2) week's military pay.

ARTICLE XVII

PAID SICK LEAVE

Section 1. Based on the paid sick leave and other paid leave provisions of this Agreement, as well as the practices and policies of the Employer, the Union waives application of the New York State Sick Leave Law ("NYSSL") and New York City's Paid Sick and Safe Leave Law ("NYCSL") to this Agreement and Employees.

Section 2. **Definition** - "Sick Leave" is defined as an absence of a full-time Employee from work by reason of illness or accident which is non-work related or is not compensable under a worker's compensation statute.

Section 3. **Only employees hired or rehired prior to October 2, 2020 are eligible for paid sick leave in accordance with this Article XVII, Section 3. All employees hired or rehired by the Employer on or after October 2, 2020 will be eligible for paid time off in accordance with Article XVIII.**

Eligibility and benefits - Full-time Employees will be paid at the Employee's regular rate of pay for time lost during periods of authorized absence to the extent they have accumulated days of paid absence. Days of paid absence may be earned as follows:

- (a) Employees with more than six (6) months, but less than twelve (12) months of service:

Hire Date

January	-	March 31	-	9 days
April	-	June 30	-	6 days
July	-	September 30	-	3 days
October	-	December 31	-	0 days, until next calendar year

- (b) Commencing January 1st of the year following the date of hire, Employees are eligible for twelve (12) sick days per calendar year, which shall be earned on the basis of one day each month of the calendar year.
- (c) Unused sick leave may be accumulated up to a maximum of seventy (70) days. Employees will not be compensated for unused sick days.
- (d) An Employee who achieves perfect attendance for a calendar year will receive a \$600 bonus payment for the first year, \$675 for such achievement in the second consecutive year, \$875 for such achievement in the third consecutive year and \$900 for such achievement in the fourth consecutive year and for achievement in each successive year thereafter, subject to the program's existing guidelines. If perfect attendance is not maintained, the bonus amount shall revert back to \$600 for the next year the Employee achieves perfect attendance.
- (e) In the event a "pandemic" is declared by New York State or the New York State Department of Health involving areas in which MCU has business locations, employees will be permitted to use up to ten (10) accrued sick days in the bank described in subsection (c) above, if available, for the following purposes: pandemic-related illness or health condition of the employee's spouse or child; or to care for the employee's child if their school or place of care has been closed for pandemic-related reasons.

Section 4.

Notification and Proof of Illness - To be eligible for benefits under this Article, an Employee who is absent must notify his/her Department Head or designee, who is so designated in writing, within thirty (30) minutes of the start of their regularly scheduled work day, unless proper excuse is presented for the Employee's inability to call. The Employer may require written certification by a physician or other proof of illness or injury for absence of three (3) day duration or longer, which period may be less in cases where a pattern of abuse is indicated. Employees who have been on sick leave may be required to be examined by a physician designated by the Employer before being permitted to return to work.

Section 5.

Part-time Employees - Effective January 15, 1992, part-time Employees shall be entitled to four (4) sick days (4 hours pay for each day) per calendar year.

ARTICLE XVIII

PAID TIME OFF

Section 1. Only employees hired or rehired on or after October 2, 2020 shall be eligible for paid sick leave in accordance with this Article.

Section 2. Based on the paid sick leave and other paid leave provisions of this Agreement, as well as the practices and policies of the Employer, the Union waives application of the New York State Sick Leave Law ("NYSSL") and New York City's Paid Sick and Safe Leave Law ("NYCSL") to this Agreement and Employees.

Section 3. Employees hired on or after October 2, 2020 shall accrue paid time off in accordance with the below:

- a. Nine (9) sick days per year.
- b. PTO bank based on years of service.

Years of Service	PTO
1-6 Years	12 days
6-14 Years	17 days
14-20 Years	22 days
20+ Years	27 days

Section 4. Accruals shall be in accordance with the Employer's current practices.

ARTICLE XIX

UNPAID LEAVE OF ABSENCE

Section 1. Requests for a leave of absence, including the reason, must be made in writing to the Human Resources V.P. as far in advance as possible, but in no event later than thirty (30) calendar days prior to the requested leave, except when the leave is for medical reasons, in which case notice shall be given as soon as the disability is known. All leaves must be approved in writing by the Human Resources V.P. or a designee prior to the commencement of the leave.

Section 2. **Eligibility** - A full-time Employee must have completed one (1) year of service to be eligible for a leave of absence, except in the case of sickness, for which the Employee must have completed their probationary period. At least one (1) year must elapse between successive maximum leaves except in case of sick leave.

Section 3. **Sick Leave** - An Employee who is sick or injured and presents satisfactory proof of such sickness or injury may be granted a leave of absence for a period not to



exceed six (6) months. The Employer reserves the right to have the Employee examined by its own physician prior to granting such leave and at the completion thereof, before the Employee is permitted to return to work.

Section 4. **Union Leave** - A leave of absence for a period not to exceed six (6) months shall be granted to Employees with at least one (1) year of seniority in order to accept a full-time position with the Union, provided such leave will not interfere with the operation of the Employer or a particular department, division or branch. In no event shall the number of Employees on this leave exceed one (1) at a time.

Section 5. **General Conditions**

- (a) While on unpaid leave of absence, an Employee shall not earn holiday pay, nor accrue sick leave time, vacation credits, or seniority. During any unpaid leave of absence, all benefits shall cease unless the Employee is able to make arrangements for paying the full cost of such benefits.
- (b) An Employee returning from an unpaid leave of absence may be returned to their former position, if available, or to any other comparable vacant position for which the Employee is qualified to perform; otherwise, an Employee shall be able to exercise the recall rights specified in this Agreement.
- (c) Any Employee who falsifies the reason given to the Employer for a leave of absence is subject to disciplinary action, including discharge. An Employee who engages in gainful employment during a leave of absence or who fails to return to work at the termination of any leave shall be deemed to have resigned.

ARTICLE XX

WAGES

- Section 1.**
- (a) Effective January 1, 2021, all Employees who were on payroll for a full twelve (12) months as of January 1, 2021 shall receive a salary increase of 2.0%.
 - (b) Effective January 1, 2022, all Employees who were on payroll for a full twelve (12) months as of January 1, 2022 shall receive a salary increase of 2.5%.
 - (c) Effective January 1, 2023, all Employees who were on payroll for a full twelve (12) months as of January 1, 2023 shall receive a salary increase of 3.0%.

Section 2. The Union and Employer shall form a Labor Management Committee to review Appendix A.

Section 3. The Employer will continue its policy of considering salary increases on the basis of individual performance and merit. It shall remain the prerogative of the Employer as to the individual and the percentage increase to merit, any such increase to be in the sole discretion of the Employer and not subject to the grievance procedure.

Section 4. Employees who are regularly or alternately assigned to late shifts will receive a shift differential payment of 10% of regular base salary for the actual hours worked between 8:00 P.M. and 7:00 A.M.

Section 5. An Employee's salary may not exceed the maximum rate in the Employee's grade. An Employee whose salary will exceed the maximum rate as a result of any increases provided under this Agreement, shall be red-circled at the maximum rate of the grade and the difference of the increase, if any, shall be paid to them in a separate, lump sum payment each pay period, which payment shall not be cumulative.

Section 6. Any Employee who receives a promotion pursuant to Article VII of this Agreement shall receive an increase in salary of at least 7% or \$2,000, whichever is greater, as a minimum, any excess amount being in the Employer's sole discretion, but in no event shall the new salary exceed the maximum rate for the grade to which the Employee is promoted. This Section 8 shall have no retroactive effect.

Section 7. Any newly hired Employee who has not worked twelve (12) months on the effective date of any increase under this Agreement shall receive a pro-rated increase for their length of service on the effective date of the increase.

Section 8. Longevity/Incentive Bonus

Lump sum cash bonus payments, not to be included in base salaries, but subject to applicable deductions and withholding, will be payable on the Employee's hire date anniversary reached during the term of this Agreement for the years indicated below:

Completion of Year	Lump Sum Cash Payment
3	\$275.00
6	\$425.00
9	\$600.00
15	\$850.00
20	\$1,200.00

Bonus payments shall be made within two pay periods of Employee's hire date anniversary.

This Section 8 shall have no retroactive effect.

R

ARTICLE XXI

HEALTH AND PENSION BENEFITS

Section 1.

The benefit levels under the written terms and conditions provided by the present insurance policies and the long-term disability plan, and dental insurance, will continue to be made available to full-time Employees during the term of this Agreement, either through the present insurance carriers or through another group insurance carrier(s) the Employer may select.

Section 2.

(a) For each plan year beginning January 1, 2017, January 1, 2018 and January 1, 2019, the amount of each eligible Employee's contribution per bi-weekly pay period for the health insurance coverage, through payroll deductions, will be increased in each of those years as follows: in 2017 and 2018 by the amount of \$4.00 more than the previous year for single coverage and \$8.00 more than the previous year for family coverage; and by the amount of \$3.50 more than the previous year for single coverage and \$7.00 more than the previous year for family coverage, for 2019. The amounts to be contributed by each eligible Employee for each bi-weekly pay period are reflected below:

PPO Coverage	2017	2018	2019
Single	71.50	75.50	79.00
Family	142.00	150.00	157.00
POS Coverage	2017	2018	2019
Single	69.50	73.50	77.00
Family	134.00	142.00	149.00

- (b) Effective January 1, 2021 the employee contribution rate to participate in the OAPOS and PPO single coverage plans shall be 11.75% of the total annual healthcare premium for the respective plan; and the employee contribution to participate in the OAPOS and PPO family coverage plans shall be 12.5% of the total annual healthcare premium for the respective plan. Such contributions shall be made through payroll deductions.
- (c) In the event the Employer's net worth ratio, as exclusively determined by the Employer and approved by the National Credit Union Administration ("NCUA"), reaches 6.0% or higher for four (4) consecutive calendar quarters, on the first day of the next calendar quarter, the employee contribution rates of the total annual premiums set forth in subsection (b) shall decrease to the following: the employee contribution rate to participate in the OAPOS and PPO single

coverage plans shall be 10.0% of the total annual healthcare premium for the respective plan; and the employee contribution rate to participate in the OAPOS and PPO family coverage plans shall be 12.0% of the total annual healthcare premium for the respective plan.

- (d) If at any time following the reduction in employee contribution rates, as described in subsection (c) above, the net worth ratio, as exclusively determined by the Employer and approved by the NCUA, falls below 6.0%, the employee contribution rates shall return to the percentages set forth in subsection (b) above (i.e., 11.75% of total annual healthcare premiums for the OAPOS and PPO single coverage plans and 12.5% of the total annual healthcare premiums for the OAPOS and PPO family coverage plans). The employee contribution rates shall only be reduced provided the conditions set forth in subsection (c) are met (i.e., the Employer's net worth ratio is at 6.0% or higher for four (4) consecutive calendar quarters thereafter).
- (e) The agreed-upon structure for employee contribution rates as described in subsections (b) through (d) shall survive the expiration of this Agreement.

Section 3.

- (a) Employees with 15 years of continuous service who work to at least age 60 and their spouses who were eligible dependents at the time of retirement, will be able to continue to participate in the then existing medical plans. Such participation will be contingent upon the retiree paying an amount equivalent to the Employer's applicable premiums.
- (b) The surviving spouse of a retired Employee who, as of the date of death of the retired Employee was covered for medical benefits as an eligible dependent, will be able to continue their medical plan coverage. Such participation will be contingent upon their paying an amount equivalent to the Employer's applicable premiums.
- (c) The payment of any medical benefits under this section shall be subject to reduction by duplicate benefits available under the Federal Medicare program and/or any other insurance policy then in effect for the retired Employee and/or surviving spouse.

Section 4.

The Employee contribution rate for dental insurance will be 50% of the premium periodically set by the insurance company.

Section 5.

The Employer's present life insurance benefits for eligible Employees will continue in effect.

Section 6.

(a) Effective as of July 1, 2020 or as soon as administratively practicable thereafter (the "Freeze Effective Date"), participation in the Municipal Credit Union Integrated Defined Benefit Plan and Trust, as amended or amended and restated from time to time (the "Employer Pension Plan") shall be closed to any Employee hired (i.e., whose first hour of service with the Employer occurs) on or after such date (any such Employee, a "New Hire"). Instead, effective as of the Freeze Effective Date, each New Hire shall be eligible to participate in the OPEIU National Retirement Savings Plan, as amended or amended and restated from time to time (the "OPEIU Savings Plan") in accordance with the provisions of this Section 6. For the period commencing on the Freeze Effective Date and ending on June 30, 2023, the Employer shall pay the required contributions to the OPEIU Savings Plan for each New Hire who becomes a participant in such Plan at the time required under such Plan (as modified by this Section 6) and the Internal Revenue Code of 1986, as amended (the "Code"). Effective as of June 29, 2023 (the "Pension Termination Date"), the Employer shall terminate the Employer Pension Plan in accordance with the provisions of such Plan and the applicable provisions of the Code and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Employer understands, acknowledges and agrees that, as the "plan administrator" (within the meaning of Section 3(16)(A) of ERISA) with respect to the Employer Pension Plan, it shall have, in connection with the termination of the Plan, (1) sole responsibility for selecting and monitoring the work of qualified service providers to the Employer and/or the Plan and ensuring the proper payment of reasonable compensation thereto for services properly rendered and (2) ultimate responsibility for terminating the Plan in accordance with the provisions of this Section 6(a); provided, however, that the Union shall supply such information and documents to the Employer and/or its service providers working on the termination of the Employer Pension Plan as are reasonably requested as necessary and/or appropriate for the proper termination of the Plan. The Union acknowledges and agrees that it will not object to the Employer's termination of the Employer Pension Plan or any actions taken in furtherance of or in connection therewith. Without in any way limiting the generality of the foregoing, the Union further (1) agrees to accept as binding and conclusive in all respects the actuarial calculations and assumptions made by the actuary for the Employer Pension Plan and (2) agrees to accept without any legal or other challenge thereto any and all rights the Employer has with respect to the termination process. Effective as of the Pension Termination Date, Employees then participating in the Employer Pension Plan and actively employed by the Employer (any such Employee, an "Active Pension Participant") shall be eligible to participate in the OPEIU Savings Plan in accordance with the provisions of this Section 6.

(b) For Employees hired on or prior to March 31, 2010 and whose employment was not terminated prior to May 1, 2010, and except as may be provided by law, the following provisions shall apply:

- The normal retirement benefit will be calculated as 68.5% of the first \$833 of average monthly qualified compensation plus 78.5% of the remaining average monthly qualified compensation
- The normal retirement age is 62
- The early retirement age is 55
- An annual penalty of 5 1/2% per year for each year the Employee retires (commences receiving the retirement benefit) prior to the normal retirement age of 62. Such penalty shall be pro rated as provided for in the present retirement plan.
- An Employee must have a minimum of 18 years of service at the age 62 normal retirement date to receive the normal retirement benefit. The normal retirement benefit is reduced proportionately for each year of service less than 18 years at normal retirement date. However, the Employee is eligible to receive the Employee's retirement benefit based on the number of years of service worked to the Employee's actual retirement date.

(c) For Employees hired on or after April 1, 2010 and prior to the Freeze Effective Date, and except as may be provided by law, the following provisions shall apply:

- The normal retirement benefit will be calculated as 45% of the average monthly qualified compensation
- The normal retirement age is 62
- The early retirement age is 57
- An annual penalty of 5 1/2% per year for each year the Employee retires (commences receiving the retirement benefit) prior to the normal retirement age of 62. Such penalty shall be pro rated as provided for in the present retirement plan.
- An Employee must have a minimum of 25 years of service at the age 62 normal retirement date to receive the normal retirement benefit. The normal retirement benefit is reduced proportionately for each year of service less than 25 years at the normal retirement date. However, the Employee is eligible to receive the Employee's retirement benefit based on the number of years of service worked to the Employee's actual retirement date.

(d) Each New Hire shall be eligible to enter the OPEIU Savings Plan as a participant, for both elective deferral and "Employer Non-Elective Allocation" (as defined in Section 6(e) hereof) purposes as of the January 1 or July 1 (each, an "Entry Date") coinciding with or next following his or her completion of 1,000 hours of service during an Eligibility Computation Period and attainment of age 21. As used herein, "Eligibility Computation Period" means (1) the 12-consecutive-month period beginning on the New Hire's date of hire (i.e., first day of service) and, if 1,000 hours of service are not completed during such period,

(2) any subsequent 12-consecutive-month period commencing with the first anniversary of the date of hire.

(e) Additional Definitions and Special Rules

1. Employer Non-Elective Allocation" means an annual Employer allocation that is not dependent on any contributions being made to the Plan by the New Hire or Active Pension Participant, as applicable.
2. For purposes of any Employer Non-Elective Allocation under this Section 6, "Eligible Compensation" generally shall mean IRS Form W-2, Box 1 wage compensation plus pre-tax deferrals, if any, made by a New Hire under (1) various employee benefit plans offered by the Employer in which he or she participates and (2) the OPEIU Savings Plan, up to the IRS annual limit (e.g., \$285,000 for calendar year 2020).
3. For purposes of any Employer Non-Elective Allocation under this Section 6, "Eligible Compensation" includes only that compensation earned on or after the applicable Entry Date and paid during the applicable period for the Employer Non-Elective Allocation.
4. In the event that the Employer is foreclosed from participating in the OPEIU Savings Plan, or has its participation in the OPEIU Savings Plan terminated, in either case for any reason whatsoever, the Parties agree to negotiate in good faith for the provision of an alternate qualified retirement plan, which alternate qualified retirement plan may include the Municipal Credit Union 401(k) Plan. Such negotiations shall have no effect whatsoever on any other provisions of this Section 6.

(f) **Year 1:** Each New Hire whose date of hire occurs during the period commencing as of the Freeze Effective Date and ending as of June 30, 2021 shall receive, upon entering the OPEIU Savings Plan as a participant pursuant to Section 6(d) hereof, an Employer Non-Elective Allocation as follows: (1) for the period commencing as of the date of hire and ending as of the last day of the 12-consecutive month period beginning immediately thereafter, a fully vested allocation equal to 2% of Eligible Compensation; and (2) for the 12-consecutive-month period commencing immediately after the end of the period described in clause (1) and for each subsequent 12-consecutive-month period, a fully vested allocation equal to 8% of Eligible Compensation. Each allocation shall be made no later than January 31st of the Plan Year (January 1 through December 31) of the OPEIU Savings Plan (the "OPEIU Plan Year") immediately following the last day of the OPEIU Plan Year within which the end of the applicable period under clause (1) or (2), as applicable, occurs.

(g) **Year 2:** Each New Hire whose date of hire occurs during the period commencing as of July 1, 2021 and ending as of June 30, 2022 shall receive, upon entering the OPEIU Savings Plan as a participant pursuant to Section 6(d)

hereof, an Employer Non-Elective Allocation as follows: (1) for the period commencing as of the date of hire and ending as of the last day of the 12-consecutive month period beginning immediately thereafter, a fully vested allocation equal to 3% of Eligible Compensation; (2) for the 12-consecutive-month period commencing immediately after the end of the period described in clause (1), a fully vested allocation equal to 11% of Eligible Compensation; and (3) for each subsequent 12-consecutive-month period, a fully vested allocation equal to 8% of Eligible Compensation. Each allocation shall be made no later than January 31st of the OPEIU Plan Year immediately following the last day of the OPEIU Plan Year within which the end of the applicable period under clause (1), (2) or (3), as applicable, occurs.

(h) **Year 3:** Each New Hire whose date of hire occurs during the period commencing as of July 1, 2022 and ending as of June 30, 2023 shall receive, upon entering the OPEIU Savings Plan as a participant pursuant to Section 6(d) hereof, an Employer Non-Elective Allocation as follows: (1) for the period commencing as of the date of hire and ending as of the last day of the 12-consecutive month period beginning immediately thereafter, a fully vested allocation equal to 4% of Eligible Compensation; (2) for the 12-consecutive-month period commencing immediately after the end of the period described in clause (1), a fully vested allocation equal to 12% of Eligible Compensation; and (3) for each subsequent 12-consecutive-month period, a fully vested allocation equal to 8% of Eligible Compensation. Each allocation shall be made no later than January 31st of the OPEIU Plan Year immediately following the last day of the OPEIU Plan Year within which the end of the applicable period under clause (1), (2) or (3), as applicable, occurs.

(i) **Year 4 and Beyond:** Each New Hire whose date of hire occurs on or after July 1, 2023 shall receive, upon entering the OPEIU Savings Plan as a participant pursuant to Section 6(d) hereof, an Employer Non-Elective Allocation as follows: (1) for the period commencing as of the date of hire and ending as of the last day of the 12-consecutive month period beginning immediately thereafter, a fully vested allocation equal to 4% of Eligible Compensation; (2) for the 12-consecutive-month period commencing immediately after the end of the period described in clause (1), a fully vested allocation equal to 12% of Eligible Compensation; and (3) for each subsequent 12-consecutive-month period, a fully vested allocation equal to 8% of Eligible Compensation. Each allocation shall be made no later than January 31st of the OPEIU Plan Year immediately following the last day of the OPEIU Plan Year within which the end of the applicable period under clause (1), (2) or (3), as applicable, occurs.

(j) Effective as of the Pension Termination Date, the Employer shall terminate the Employer Pension Plan. In connection therewith, a "hard freeze" (i.e., no additional benefit accruals) shall be permitted after such date. The Employer Pension Plan shall be terminated in a "standard termination" under regulations promulgated by the Pension Benefit Guaranty Corporation. In accordance with

the provisions of the Employer Pension Plan and ERISA, all Employer Pension Plan assets remaining after payment of all benefits will revert to the Employer.

(k) Effective as of the Pension Termination Date, each Active Pension Participant shall be eligible to enter the OPEIU Savings Plan for elective deferral and Employer Non-Elective Allocation Purposes in accordance with the provisions of this Section 6(k). Notwithstanding any provision of this Section 6 to the contrary, the applicable Entry Date for any such Active Pension Participant shall be June 29, 2023, and any such Active Pension Participant shall be deemed to have satisfied the Plan's service and age requirements for elective deferral and Employer Non-Elective Allocation purposes as of such Entry Date. The Employer Non-Elective Allocations for each Active Pension Participant shall be 8% of Eligible Compensation for each applicable 12-consecutive month period, commencing with the 12-consecutive month period beginning on the Entry Date as set forth in this Section 6(k).

(l) Effective as of the Pension Termination Date, the assets of the Municipal Credit Union 401(k) Plan (the "MCU 401(k) Plan") attributable to the accounts of Employees hired prior to the Freeze Effective Date shall be spun off and transferred to the OPEIU Savings Plan (the "Merger Transaction"). The Merger Transaction will be effectuated in accordance with the requirements of Sections 411(d)(6) and 414(l) of the Code and the applicable provisions of each of the MCU 401(k) Plan and the OPEIU Savings Plan.

(m) If, notwithstanding this Agreement, (1) the trustees of the OPEIU Savings Plan amend the eligibility and/or allocation provisions of the OPEIU Savings Plan relating to Employer Non-Elective Allocations, or (2) the Union-appointed trustee(s) of such Plan vote(s) in favor of, or take(s) any action in furtherance of, any such amendment, the provisions of this Agreement requiring the Employer to make Employer Non-Elective Allocations shall be rendered null and void (without affecting any other provisions of this Agreement) effective as of the effective date of such amendment.

(n) The Parties agree that the Employer (1) shall not be a fiduciary, and shall not serve in a fiduciary capacity, in each case within the meaning of Section 3(21) of ERISA, as a result of, or in connection with, the participation of any of its employees and/or their beneficiaries in the OPEIU Savings Plan, (2) shall have no responsibilities under the OPEIU Savings Plan that could trigger such fiduciary status, and (3) shall not have any discretionary authority or control over the management of the OPEIU Savings Plan and/or any of its assets, including, without limitation any such discretionary authority or control pursuant to Sections 3(21), 3(38), 402(c), 403(a), 405 and/or 406 of ERISA and/or Section 4975 of the Code. The Parties further agree that if, at any time, the Investment Consulting Agreement, made as of January 30, 2018, by and between RBC Wealth Management and the OPEIU Savings Plan (the "ICA") ceases either being in effect or applying to substantially all of the assets of the OPEIU Savings Plan, the Employer's obligation to continue participating in the

OPEIU Savings Plan immediately shall cease; provided, however, that the Employer's obligation to continue participating in the OPEIU Savings Plan shall continue through the term of this Agreement for such period of time, if any, as the Board of Trustees of the OPEIU Savings Plan makes good faith efforts to execute an ERISA Section 3(38) agreement with another investment manager that is substantially similar in scope of investment manager duties and covered assets to the ICA and/or the Parties engage in good faith negotiations to replace the OPEIU Savings Plan as the vehicle for Employer Non-Elective Allocations to be made; and provided further, however, that the cessation of the Employer's obligation to participate in the OPEIU Savings Plan, if applicable, shall not affect any other provisions of this Agreement. The Parties agree that in the event Employer withdraws from OPEIU Savings Plan under the above circumstances, Employer (as soon as administratively practical following withdrawal) will permit eligible Employees to participate in an alternative defined contribution retirement plan: (i) which provides the same level of non-elective allocations as the level of Non-Elective Allocations required under this Agreement; (ii) has the same eligibility criteria; and, (iii) to which an ERISA Section 3(38) investment management agreement or an ERISA Section 3(21) investment advisory agreement applies. To ensure that fees paid by employee-participants is as close to those required under the OPEIU Savings Plan as possible, Employer will have the fees required under the alternative defined contribution retirement plan benchmarked by an independent third party and set below the median fee percentages charged by comparable plans. The alternative defined contribution retirement plan will be incorporated by reference into CBA and subject to its grievance and arbitration provisions.

Section 7. Health Care Reform Reopener

- After discussion with the Union, the Employer shall be permitted to make changes to MCU's Health Plan which are required to be made in order to comply with the Health Care Reform legislation under the Patient Protection and Affordable Care Act.

Notwithstanding anything contained in the immediately preceding paragraph, in the event that the Health Care Reform legislation under the Patient Protection and Affordable Care Act results in a cost to the Employer or the MCU Health Plan (whether or not the cost is a result of, or arises out of, a required change in the MCU Health Plan), which includes, but is not limited to, taxes, penalties, fees, assessments, and/or other charges and expenses, the parties shall meet and negotiate in good faith and agree upon changes to the MCU Health Plan to eliminate or offset such costs. Any such agreed to changes to MCU's Health Plan may not violate any applicable law, rule or regulation. If the parties cannot agree, after such good faith negotiation, to changes to the MCU Health Plan which would eliminate or offset such costs, the parties shall participate in non-binding mediation before a mediator reasonably agreed to by both parties. To the extent that mediation does not result in

agreement, either party shall have the right to proceed to binding arbitration in accordance with the procedures set forth in this Agreement to effectuate such changes. (The fees and costs of the mediation and/or arbitration shall be borne equally by the parties. However, each party shall be responsible for its own legal fees and related disbursements.)

Except as may otherwise be provided for or allowed in this Agreement, it is understood and agreed that the Employer will use reasonable efforts not to make material negative changes to the benefits provided under the MCU Health Plans as such benefits exist as of the date of this Agreement, through June 30, 2023.

ARTICLE XXII

SEVERANCE PAY

Section 1. An Employee with one (1) or more years of seniority and who is laid off will be eligible to receive severance pay equal to one (1) week's regular straight time pay for each full year of continuous employment with a minimum of two (2) weeks and a maximum of fifteen (15) weeks regular straight time pay provided the Employee executes a general release (a copy of which is attached to this Agreement as Appendix B). Employees who execute a general release and receive payment of severance no longer will be eligible for recall under this Agreement. An Employee who remains on layoff for more than ninety (90) calendar days or who declines recall to employment within the first ninety (90) calendar days following lay off shall be ineligible for severance pay.

Section 2. Employees laid off because of conditions beyond the control of the Employer, such as fire, flood, earthquakes, strikes, electrical interruptions or equipment failure, are not eligible for severance pay.

ARTICLE XXIII

TECHNOLOGY CHANGE

Section 1. The Employer and the Union recognize that technological changes in equipment, organization, or methods of operation have a tendency to affect job security and the nature of the work to be performed. The parties, therefore, will attempt to diminish or abolish the detrimental effects of any such technological change.

Section 2. The Employer will notify the Union at least one (1) month in advance of planned technological changes. The Employer will advise the Union of its plans with respect to the introduction of such changes and will familiarize the Union with the progress being made. The Employer will discuss with the Union:

- (a) What steps might be taken to offer employment to Employees affected in the same locality or other localities in available jobs covered by the collective bargaining agreement; and
- (b) The feasibility of the Employer providing training for other assignments for the Employees affected by the technological change.

Section 3. Any new job classifications created by virtue of the installation of such equipment will be posted for bidding among the employees within the collective bargaining unit.

ARTICLE XXIV

SUBCONTRACTING

Section 1. It is expressly understood that the Employer shall have the unlimited right to contract out bargaining unit work, provided that the Employees then performing such work will not be placed on layoff as a result of the contracting out and will be placed in full-time bargaining unit positions and paid in accordance with the salary range of the job classification.

Section 2. The Employer will endeavor to place any such Employee in a comparable paying bargaining unit position. Should the Employer resume the contracted-out work, incumbent Employees who were performing that work at the time it was contracted-out shall have the first opportunity to resume their former positions.

ARTICLE XXV

PERSONNEL FILES

Employees shall have the right to inspect their personnel folder, except for reference inquiries and replies solicited by the Employer in the course of the recruitment and hiring of the Employee. Access to the file will be given on twenty-four (24) hour notice to the Human Resources V.P. and shall be in his/her presence or a designee's. Employees shall be given notice of any evaluation material placed in their file and shall have the right to respond in writing thereto. Such response shall be included in their file.

ARTICLE XXVI

MISCELLANEOUS

Section 1. The Employer agrees that it will not discriminate against an Employee because of his/her activity as a member of the Union.

Section 2. Neither the Employer nor the Union in carrying out their obligations under this Agreement shall discriminate against or in favor of any Employee because of race, creed, color, national origin, sex, age, sexual preference, or handicap provided such handicap does not interfere with the performance of work responsibilities or duties.

Section 3. Except as such practice exists on the effective date herein, no supervisor will perform work usually performed by Employees unless to relieve an Employee for a short period of time, to instruct or train an Employee, or in the case of an emergency requiring immediate action, to prevent loss, damage or harm to the Employer, to the employees, or to customers.

Section 4. This Agreement does not apply to temporary or co-op employees. A temporary employee is defined as one who is hired for a period of up to six (6) months and is so informed at the time of hire. Within thirty (30) days of the commencement of a temporary employee's employment, the Employer shall provide the Union with the name, hire date, department and a general description of the duties he or she will be performing.

Section 5. Employees who become employed as a result of a merger or acquisition will be probationary Employees and their seniority shall commence upon completion of the probationary period and shall be retroactive to the first day of employment with the Employer.

Section 6. The Employer agrees to provide each Employee with a current copy of his/her job description when hired, promoted or transferred. The Employer will provide the Union with copies of current job descriptions at the time of the aforementioned changes.

ARTICLE XXVII

SAVINGS CLAUSE AND SUCCESSORS

Section 1. Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of any court of competent jurisdiction or by reason of any rule or regulation or other order of any federal, state or municipal agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Section 2. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

ARTICLE XXVIII

DURATION AND TERMINATION

This Agreement shall remain in full force and effect from July 1, 2020, until midnight on June 30, 2023, and shall automatically renew itself every year thereafter unless either party hereto serves written notice upon the other party at least sixty (60) calendar days prior to the date of expiration or any renewal period of its desire to terminate or amend the Agreement.

Attachments to the Agreement:

1. Appendix A – Bargaining Unit Salary Ranges
2. The Employer, MCU, will set levels of productivity for The Loan Center Sales and Service Specialists after discussion with the Union, and such productivity levels shall be set forth in a Side Letter annexed hereto.
3. Appendix B – Model General Release

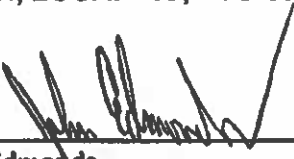
IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2021.

MUNICIPAL CREDIT UNION

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 153, AFL-CIO

By: 

Kyle Markland
Chief Executive Officer

By: 

John Edmonds
Assistant Business Manager

By: 

Myra Hepburn
Secretary-Treasurer

APPENDIX A
BARGAINING UNIT SALARY RANGES Effective January 15, 2016

<i>Grade</i>	<i>Minimum</i>	<i>Maximum</i>	<i>Status</i>	<i>Job Titles</i>
2	\$27,300	\$39,623	BU	<i>Clerk/Messenger</i>
3	\$27,300	\$44,410	BU	<i>File Maintenance Clerk Driver Messenger Mail Banking Teller</i>
4	\$27,300	\$49,634	BU	<i>Clerk Typist (Loan Officer Unit) Loan Input Clerk Payroll Deduction Clerk Processing/ Verification Clerk Senior Mail Banking Teller New Accounts Clerk Records Clerk Teller Senior Clerk/Messenger</i>
5	\$27,300	\$54,642	BU	<i>Bankruptcy Clerk Branch Greeter Research Clerk Disability Clerk Senior Teller Secured Loan/File Representative Collateral Representative Subpoena and Restraint Clerk Accounting Clerk Contact Center Representative EFT Clerk Autonet Clerk Senior Processing and Verification Clerk Senior Payroll Deduction Clerk New Accounts Representative II ATM Proof Clerk VISA Customer Service Representative</i>
6	\$28,300	\$60,301	BU	<i>Senior Contact Center Representative Senior Accounting Clerk Senior Research Clerk Deceased Accounts Clerk Card Services Member Service Clerk Payroll Input Clerk Skip Tracer (Collections) ATM Proof Clerk-ESD</i>

				<i>Senior New Accounts Clerk Card Services Chargeback Clerk Credit Counseling Representative Payroll/ACH Clerk Share Draft Clerk Data Control Clerk E-mail Quality Assurance Specialist Senior EFT Clerk Member Service Representative Collection Recovery Clerk Mortgage Data Storage Clerk</i>
7	\$29,300	\$63,780	BU	<i>Senior Data Control Clerk Senior Legal Accounts Clerk Senior Card Services Customer Service Clerk Mortgage Servicing Clerk Junior Mortgage Processor Senior Payroll Input Clerk Senior Collateral Analyst Senior VISA Customer Service Representative</i>
8	\$32,400	\$71,404	BU	<i>Loan By Fax Representative Mortgage Loan Representative Mortgage Inquiry Representative Mortgage Loan Processor Collector Purchasing Agent Senior Member Service Representative Senior Claims Analyst Senior Share Draft Clerk Senior Mortgage Servicing Clerk Senior Payroll/ACH Clerk e-Banking Representative Loan Contact Center Sales and Service Representative Chargeback Representative Mortgage Quality Control Processor Senior Credit Counseling Clerk Senior Bankruptcy Analyst</i>
9	\$35,000	\$79,677	BU	<i>Computer Operator Senior Collector Branch Loan Specialist IRA Specialist</i>

*Senior Loan By Fax Representative
Credit Analyst (AutoNet)*

*Senior Claims and Bankruptcy Analyst
Card Fraud Specialist
Loss Mitigation Specialist*

10 \$38,000 \$84,466 BU

*Loan Officer
Junior Underwriter
Junior Mortgage Loan Quality Control
Analyst*

11 \$45,000 \$97,528 BU

*Pre Closing Quality Control Position
Senior Loan Officer
Underwriter*

12 \$48,000 \$102,882 BU

*Post Closing Quality Control Position
Senior Underwriter*

• • • •

JL

APPENDIX B
AGREEMENT AND GENERAL RELEASE

Upon your signature as detailed below and non-revocation thereof, this Agreement and General Release ("Release") will be effective as set forth herein. You agree as follows:

1. You, a laid off Employee with one (1) or more years of seniority, elected voluntarily to receive severance pay equal to one (1) week's regular straight time pay for each full year of continuous employment with a minimum of two (2) weeks and a maximum of fifteen (15) weeks regular straight time pay.

2. In exchange for this Release, you will receive ____ weeks of your regular straight time pay based on your ____ years of employment with MCU.

3. You understand that by executing this Release and receiving severance pay, you agree to waive recall rights under Article VIII of the parties' collective bargaining agreement.

4. You further agree to waive any and all claims you may have against MCU, including its present or former officers, executives, directors, employees and other agents or representatives (collectively "MCU"), including any grievances or arbitrations that you have or may have under the collective bargaining agreement. This general and unlimited release of claims includes, but is not limited to, any claims relating to your employment with MCU, including the cessation of your employment. This release, for example, settles and waives any claims you may have under federal, state, or local laws, including laws against bias, discrimination, wrongful discharge or other wrongdoing, including any violation of Title VII of the Civil Rights Act, The Americans with Disabilities Act, The New York State Human Rights Law, The New York Labor Law, or any other state or federal law, rule, contract, tort or other basis.

5. This Agreement and Release represents the complete agreement between you and MCU. You agree that you were fully and fairly represented by your Local 153 union representative during this process.

I acknowledge I signed this Agreement and Release knowingly and voluntarily:

Employee - Signature

MCU Signature

Employee - Print Name

Date

Date

~~_____
Local 153 Signature~~

~~_____
Date~~

4811-1390-5080, v. 4

JZ

MEMORANDUM OF AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this 1st day of October, 2020, by and between Municipal Credit Union (the "Employer" or "MCU") and Office & Professional Employees International Union, Local 153, AFL-CIO (the "Union") and its affiliates on behalf of itself and its members.

WHEREAS, the Employer and the Union (collectively, the "Parties") are parties to a Collective Bargaining Agreement which expired on January 14, 2019 (the "CBA");

WHEREAS, the Parties are desirous of revising certain provisions of the CBA;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed by and between the Parties as follows:

1. **Continuation of Existing Terms:** All of the terms and conditions in the CBA shall remain in full force and effect unless expressly modified herein.
2. **Duration and Termination (Article XXVII):** The duration of the CBA shall be July 1, 2020 through June 30, 2023.
3. **Recognition (Article I):** Add, modify and delete locations in Recognition clause to reflect current locations.
4. **Promotions and Transfers (Article VII):**
 - a. **Section 1** – Revise posting of job vacancies to five (5) calendar days.
 - b. **Section 2** – Revise the submission of bids within the five (5) calendar day period.
5. **Layoff and Recall (Article VIII):** Add the following language to Section 1: "It is within the Employer's sole discretion to communicate information regarding a layoff to the Union in advance. In the event the Employer elects to provide the Union with advance notice of a layoff, it will use its best efforts to provide as much advance notice as practicable."

6. **Grievance and Arbitration (Article XII):** Add new Section: “The Employer and Union agree to comply with the representation requirements applicable to investigatory interviews in accordance with applicable law.”

7. **Paid Sick Leave (Article XVII):** Add new Subsection (e) to Section 3: “In the event a “pandemic” is declared by New York State or the New York State Department of Health involving areas in which MCU has business locations, employees will be permitted to use up to ten (10) accrued sick days in the above-referenced bank, if available, for the following purposes: pandemic-related illness or health condition of the employee’s spouse or child; or to care for the employee’s child if their school or place of care has been closed for pandemic-related reasons.”

8. **Wages (Article XIX):**

- a. Effective January 1, 2021: 2.0% wage increase.
- b. Effective January 1, 2022: 2.5% wage increase.
- c. Effective January 1, 2023: 3.0% wage increase.
- d. Delete Section 4. The Union affirms there is no basis for filing a grievance or arbitration over enforcement of the deleted language.

9. **Health Benefits (Article XX):**

- a. Revise Section 2 to reflect that effective January 1, 2021 the employee contribution rate to participate in the Open Access Point of Service (“OAPOS”) and Preferred Provider Organization (“PPO”) single coverage plans shall be 11.75% of the total annual healthcare premium for the respective plan; and the employee contribution to participate in the OAPOS and PPO family coverage plans shall be 12.5% of the total annual healthcare premium for the respective plan.

b. In the event MCU's net worth ratio, as exclusively determined by MCU and approved by the National Credit Union Administration ("NCUA"), reaches 6.0% or higher for four (4) consecutive calendar quarters, on the first day of the next calendar quarter, the employee contribution rates of the total annual premiums shall decrease to the following: the employee contribution rate to participate in the OAPOS and PPO single coverage plans shall be 10.0% of the total annual healthcare premium for the respective plan; and the employee contribution to participate in the OAPOS and PPO family coverage plans shall be 12.0% of the total annual healthcare premium for the respective plan.

c. If at any time following the reduction in employee contribution rates, as described in subsection (b) above, the net worth ratio, as exclusively determined by MCU and approved by the NCUA, falls below 6.0%, the employee contribution rates return to the percentages set forth in Section 9(a) above (i.e., 11.75% of total annual healthcare premiums for the OAPOS and PPO single coverage plans and 12.5% of the total annual healthcare premiums for the OAPOS and PPO family coverage plans). The employee contribution rates shall only be reduced provided the conditions set forth in Section 9(b) are met (i.e., MCU's net worth ratio is at 6.0% or higher for four (4) consecutive calendar quarters thereafter).

d. The agreed-upon structure for employee contribution rates as described in subsections (a) through (c) shall survive the expiration of the contract.

e. The Parties will continue discussions regarding the introduction of a third healthcare plan option. Any third option the Parties agree to will be in addition to the options provided under the CBA (which themselves remain subject to change in accordance with the provisions of the CBA), and incorporated into the CBA through a letter of understanding signed by the Parties.

f. Revise date set forth in last sentence of Section 7 to "June 30, 2023".

10. **Pension Benefits (Article XX)**: Revise bargaining unit employee retirement benefits as follows:

a. Replace the language in Section 6(a) with the following or substantially similar language: "Effective as of July 1, 2020 or as soon as administratively practicable thereafter (the "Freeze Effective Date"), participation in the Municipal Credit Union Integrated Defined Benefit Plan and Trust, as amended or amended and restated from time to time (the "Employer Pension Plan") shall be closed to any Employee hired (i.e., whose first hour of service with the Employer occurs) on or after such date (any such Employee, a "New Hire"). Instead, effective as of the Freeze Effective Date, each New Hire shall be eligible to participate in the OPEIU National Retirement Savings Plan, as amended or amended and restated from time to time (the "OPEIU Savings Plan") in accordance with the provisions of this Section 6. For the period commencing on the Freeze Effective Date and ending on June 30, 2023, the Employer shall pay the required contributions to the OPEIU Savings Plan for each New Hire who becomes a participant in such Plan at the time required under such Plan (as modified by this Section 6) and the Internal Revenue Code of 1986, as amended (the "Code"). Effective as of June 29, 2023 (the "Pension Termination Date"), the Employer shall terminate the Employer Pension Plan in accordance with the provisions of such Plan and the applicable provisions of the Code and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Employer understands, acknowledges and agrees that, as the "plan administrator" (within the meaning of Section 3(16)(A) of ERISA) with respect to the Employer Pension Plan, it shall have, in connection with the termination of the Plan, (1) sole responsibility for selecting and monitoring the work of qualified service providers to the Employer and/or the Plan and ensuring the proper payment of reasonable compensation thereto

for services properly rendered and (2) ultimate responsibility for terminating the Plan in accordance with the provisions of this Section 6(a); provided, however, that the Union shall supply such information and documents to the Employer and/or its service providers working on the termination of the Employer Pension Plan as are reasonably requested as necessary and/or appropriate for the proper termination of the Plan. The Union acknowledges and agrees that it will not object to the Employer's termination of the Employer Pension Plan or any actions taken in furtherance of or in connection therewith. Without in any way limiting the generality of the foregoing, the Union further (1) agrees to accept as binding and conclusive in all respects the actuarial calculations and assumptions made by the actuary for the Employer Pension Plan and (2) agrees to accept without any legal or other challenge thereto any and all rights the Employer has with respect to the termination process. Effective as of the Pension Termination Date, Employees then participating in the Employer Pension Plan and actively employed by the Employer (any such Employee, an "Active Pension Participant") shall be eligible to participate in the OPEIU Savings Plan in accordance with the provisions of this Section 6."

b. Replace the first sentence of Section 6(c) with the following sentence: "For Employees hired on or after April 1, 2010 and prior to the Freeze Effective Date, and except as may be provided by law, the following provisions shall apply:"

c. Add a new Section 6(d), to contain the following provisions: Each New Hire shall be eligible to enter the OPEIU Savings Plan as a participant, for both elective deferral and "Employer Non-Elective Allocation" (as defined in Section 6(e) hereof) purposes as of the January 1 or July 1 (each, an "Entry Date") coinciding with or next following his or her completion of 1,000 hours of service during an Eligibility Computation Period and attainment of age 21. As used herein, Eligibility Computation Period" means (1) the 12-consecutive-month period beginning on

the New Hire's date of hire (i.e., first day of service) and, if 1,000 hours of service are not completed during such period, (2) any subsequent 12-consecutive-month period commencing with the first anniversary of the date of hire.

d. Add a new Section 6(e), entitled "Additional Definitions and Special Rules," to contain the following provisions:

1. "Employer Non-Selective Allocation" means an annual Employer allocation that is not dependent on any contributions being made to the Plan by the New Hire or Active Pension Participant, as applicable.

2. For purposes of any Employer Non-Selective Allocation under this Section 6, "Eligible Compensation" generally shall mean IRS Form W-2, Box 1 wage compensation plus pre-tax deferrals, if any, made by a New Hire under (1) various employee benefit plans offered by the Employer in which he or she participates and (2) the OPEIU Savings Plan, up to the IRS annual limit (e.g., \$285,000 for calendar year 2020).

3. For purposes of any Employer Non-Selective Allocation under this Section 6, "Eligible Compensation" includes only that compensation earned on or after the applicable Entry Date and paid during the applicable period for the Employer Non-Selective Allocation.

4. In the event that the Employer is foreclosed from participating in the OPEIU Savings Plan, or has its participation in the OPEIU Savings Plan terminated, in either case for any reason whatsoever, the Parties agree to negotiate in good faith for the provision of an alternate qualified retirement plan, which alternate qualified retirement plan may include the Municipal Credit Union 401(k) Plan. Such negotiations shall have no effect whatsoever on any other provisions of this Section 6.

e. Add a new Section 6(f), to contain the following provisions: **Year 1:** Each New Hire whose date of hire occurs during the period commencing as of the Freeze Effective Date and ending as of June 30, 2021 shall receive, upon entering the OPEIU Savings Plan as a participant pursuant to Section 6(d) hereof, an Employer Non-Elective Allocation as follows: (1) for the period commencing as of the date of hire and ending as of the last day of the 12-consecutive month period beginning immediately thereafter, a fully vested allocation equal to 2% of Eligible Compensation; and (2) for the 12-consecutive-month period commencing immediately after the end of the period described in clause (1) and for each subsequent 12-consecutive-month period, a fully vested allocation equal to 8% of Eligible Compensation. Each allocation shall be made no later than January 31st of the Plan Year (January 1 through December 31) of the OPEIU Savings Plan (the "OPEIU Plan Year") immediately following the last day of the OPEIU Plan Year within which the end of the applicable period under clause (1) or (2), as applicable, occurs.

f. Add a new Section 6(g), to contain the following provisions: **Year 2:** Each New Hire whose date of hire occurs during the period commencing as of July 1, 2021 and ending as of June 30, 2022 shall receive, upon entering the OPEIU Savings Plan as a participant pursuant to Section 6(d) hereof, an Employer Non-Elective Allocation as follows: (1) for the period commencing as of the date of hire and ending as of the last day of the 12-consecutive month period beginning immediately thereafter, a fully vested allocation equal to 3% of Eligible Compensation; (2) for the 12-consecutive-month period commencing immediately after the end of the period described in clause (1), a fully vested allocation equal to 11% of Eligible Compensation; and (3) for each subsequent 12-consecutive-month period, a fully vested allocation equal to 8% of Eligible Compensation. Each allocation shall be made no later than January 31st of the OPEIU Plan Year

immediately following the last day of the OPEIU Plan Year within which the end of the applicable period under clause (1), (2) or (3), as applicable, occurs.

g. Add a new Section 6(h), to contain the following provisions: **Year 3:** Each New Hire whose date of hire occurs during the period commencing as of July 1, 2022 and ending as of June 30, 2023 shall receive, upon entering the OPEIU Savings Plan as a participant pursuant to Section 6(d) hereof, an Employer Non-Elective Allocation as follows: (1) for the period commencing as of the date of hire and ending as of the last day of the 12-consecutive month period beginning immediately thereafter, a fully vested allocation equal to 4% of Eligible Compensation; (2) for the 12-consecutive-month period commencing immediately after the end of the period described in clause (1), a fully vested allocation equal to 12% of Eligible Compensation; and (3) for each subsequent 12-consecutive-month period, a fully vested allocation equal to 8% of Eligible Compensation. Each allocation shall be made no later than January 31st of the OPEIU Plan Year immediately following the last day of the OPEIU Plan Year within which the end of the applicable period under clause (1), (2) or (3), as applicable, occurs.

h. Add a new Section 6(i), to contain the following provisions: **Year 4 and Beyond:** Each New Hire whose date of hire occurs on or after July 1, 2023 shall receive, upon entering the OPEIU Savings Plan as a participant pursuant to Section 6(d) hereof, an Employer Non-Elective Allocation as follows: (1) for the period commencing as of the date of hire and ending as of the last day of the 12-consecutive month period beginning immediately thereafter, a fully vested allocation equal to 4% of Eligible Compensation; (2) for the 12-consecutive-month period commencing immediately after the end of the period described in clause (1), a fully vested allocation equal to 12% of Eligible Compensation; and (3) for each subsequent 12-consecutive-month period, a fully vested allocation equal to 8% of Eligible Compensation. Each allocation

shall be made no later than January 31st of the OPEIU Plan Year immediately following the last day of the OPEIU Plan Year within which the end of the applicable period under clause (1), (2) or (3), as applicable, occurs.

i. Add a new Section 6(j), to contain the following provisions: Effective as of the Pension Termination Date, the Employer shall terminate the Employer Pension Plan. In connection therewith, a “hard freeze” (i.e., no additional benefit accruals) shall be permitted after such date. The Employer Pension Plan shall be terminated in a “standard termination” under regulations promulgated by the Pension Benefit Guaranty Corporation. In accordance with the provisions of the Employer Pension Plan and ERISA, all Employer Pension Plan assets remaining after payment of all benefits will revert to the Employer.

j. Add a new Section 6(k), to contain the following provisions: Effective as of the Pension Termination Date, each Active Pension Participant shall be eligible to enter the OPEIU Savings Plan for elective deferral and Employer Non-Elective Allocation Purposes in accordance with the provisions of this Section 6(j). Notwithstanding any provision of this Section 6 to the contrary, the applicable Entry Date for any such Active Pension Participant shall be June 29, 2023, and any such Active Pension Participant shall be deemed to have satisfied the Plan’s service and age requirements for elective deferral and Employer Non-Elective Allocation purposes as of such Entry Date. The Employer Non-Elective Allocations for each Active Pension Participant shall be 8% of Eligible Compensation for each applicable 12-consecutive month period, commencing with the 12-consecutive month period beginning on the Entry Date as set forth in this Section 6(k).

k. Add a new Section 6(l), to contain the following provisions: Effective as of the Pension Termination Date, the assets of the Municipal Credit Union 401(k) Plan (the “MCU 401(k) Plan”) attributable to the accounts of Employees hired prior to the Freeze Effective Date

shall be spun off and transferred to the OPEIU Savings Plan (the "Merger Transaction"). The Merger Transaction will be effectuated in accordance with the requirements of Sections 411(d)(6) and 414(l) of the Code and the applicable provisions of each of the MCU 401(k) Plan and the OPEIU Savings Plan.

l. Add a new Section 6(m), to contain the following provisions: If, notwithstanding this Agreement, (1) the trustees of the OPEIU Savings Plan amend the eligibility and/or allocation provisions of the OPEIU Savings Plan relating to Employer Non-Elective Allocations, or (2) the Union-appointed trustee(s) of such Plan vote(s) in favor of, or take(s) any action in furtherance of, any such amendment, the provisions of this Agreement requiring the Employer to make Employer Non-Elective Allocations shall be rendered null and void (without affecting any other provisions of this Agreement) effective as of the effective date of such amendment.

m. Add a new Section 6(n), to contain the following provisions: The Parties agree that the Employer (1) shall not be a fiduciary, and shall not serve in a fiduciary capacity, in each case within the meaning of Section 3(21) of ERISA, as a result of, or in connection with, the participation of any of its employees and/or their beneficiaries in the OPEIU Savings Plan, (2) shall have no responsibilities under the OPEIU Savings Plan that could trigger such fiduciary status, and (3) shall not have any discretionary authority or control over the management of the OPEIU Savings Plan and/or any of its assets, including, without limitation any such discretionary authority or control pursuant to Sections 3(21), 3(38), 402(c), 403(a), 405 and/or 406 of ERISA and/or Section 4975 of the Code. The Parties further agree that if, at any time, the Investment Consulting Agreement, made as of January 30, 2018, by and between RBC Wealth Management and the OPEIU Savings Plan (the "ICA") ceases either being in effect or applying to substantially

all of the assets of the OPEIU Savings Plan, the Employer's obligation to continue participating in the OPEIU Savings Plan immediately shall cease; provided, however, that the Employer's obligation to continue participating in the OPEIU Savings Plan shall continue through the term of this Agreement for such period of time, if any, as the Board of Trustees of the OPEIU Savings Plan makes good faith efforts to execute an ERISA Section 3(38) agreement with another investment manager that is substantially similar in scope of investment manager duties and covered assets to the ICA and/or the Parties engage in good faith negotiations to replace the OPEIU Savings Plan as the vehicle for Employer Non-Elective Allocations to be made; and provided further, however, that the cessation of the Employer's obligation to participate in the OPEIU Savings Plan, if applicable, shall not affect any other provisions of this Agreement. The Parties agree that in the event Employer withdraws from OPEIU Savings Plan under the above circumstances, Employer (as soon as administratively practical following withdrawal) will permit eligible Employees to participate in an alternative defined contribution retirement plan: (i) which provides the same level of non-elective allocations as the level of Non-Elective Allocations required under this Agreement; (ii) has the same eligibility criteria; and, (iii) to which an ERISA Section 3(38) investment management agreement or an ERISA Section 3(21) investment advisory agreement applies. To ensure that fees paid by employee-participants is as close to those required under the OPEIU Savings Plan as possible, Employer will have the fees required under the alternative defined contribution retirement plan benchmarked by an independent third party and set below the median fee percentages charged by comparable plans. The alternative defined contribution retirement plan will be incorporated by reference into CBA and subject to its grievance and arbitration provisions.

11. **Severance Pay (Article XXI):**

a. Modify Section 1 as follows: "An Employee with one (1) or more years of seniority and who is laid off will be eligible to receive severance pay equal to one (1) week's regular straight time pay for each full year of continuous employment with a minimum of two (2) weeks and a maximum of fifteen (15) weeks regular straight time pay provided the Employee executes a general release (a copy of which is attached to this Agreement as Appendix B). Employees who execute a general release and receive payment of severance no longer will be eligible for recall under this Agreement. An Employee who remains on layoff for more than ninety (90) calendar days or who declines recall to employment within the first ninety (90) calendar days following lay off shall be ineligible for severance pay."

b. Add model general release to Agreement as an attachment to CBA. See Attachment A to this MOA.

12. **Paid Time Off (New Article):**

a. MCU will grandfather bargaining unit employees hired prior to the date of execution of this Agreement for continuation of vacation accruals under Article X; personal day accruals under Article XI; and sick day accruals under Article XVII.

b. Employees hired on or after date of execution of this Agreement shall be subject to the new PTO Article as follows:

- i. Accrue nine (9) sick days per year.
- ii. PTO bank based on years of service.

1-6 Years	12 days
6-14 Years	17 days
14-20 Years	22 days
20+ Years	27 days

13. **Longevity Payments:** MCU to pay longevity pay to eligible employees who did not otherwise receive such payment for the period between May 2019 to the execution of this MOA in accordance with Article XIX, Section 10 of the CBA. In addition, MCU will provide longevity payments for the aforementioned time period in accordance with Article XIX, Section 10 of the CBA for the former employees of MCU listed on Exhibit A.

14. **Withdrawal of Unfair Labor Practice Charges and Related Grievances:** In exchange for the payments set forth in subsection (a), the Union shall withdraw the following unfair labor practice charges filed with the National Labor Relations Board:

- a. Charge No. 02-CA-256297;
- b. Charge No. 02-CA-255138;
- c. Charge No. 02-CA-251731;
- d. Charge No. 02-CA-254758;
- e. Charge No. 02-CA-250271;
- f. Charge No. 02-CA-250974;
- g. Charge No. 02-CA-250987; and,
- h. Charge No. 02-CA-253874.

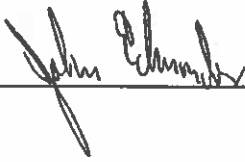
15. **Appendices to Agreement:** The Parties shall form a Labor Management Committee to review Appendix A – Bargaining Unit Salary Ranges.

16. This Agreement is subject to ratification by the Union's members and the National Credit Union Administration.

17. The Union's Negotiation Committee and the Employer's Negotiation Committee shall recommend that this Agreement is ratified.

OPEIU, LOCAL 153

MUNICIPAL CREDIT UNION

By: 

By: 

Dated: 10-2-20

Dated: 10.1.2020