

On-Line Collective Bargaining Agreement

Between

Edison Credit Union

And

Local 1613

**International Brotherhood Of Electrical
Workers
(AFL-CIO)**

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AGREEMENT

THIS AGREEMENT, executed February 24, 1977, and amended effective July 1, 1997 is by and between Edison Credit Union and Local Union No. 1613 of the International Brotherhood of Electrical Workers, affiliated with the AFL-CIO (hereinafter referred to as the "Union").

NOW THEREFORE, in consideration of the foregoing premises, of the mutual covenants herein contained and of the valuable considerations and benefits to be derived hereof by the parties to this Agreement and those represented by them, it is hereby agreed as follows:

ARTICLE I

Purposes of Agreement - Successorship

(a) The purposes of this Agreement are: To provide a procedure for the adjustment of individual grievances and a procedure for the adjustment of all questions or disputes regarding interpretation or application of any provision of this Agreement, including final resort to arbitration if necessary; to recognize the Union as the sole and exclusive bargaining agency for the present and future classifications of employees in the bargaining unit hereinbefore referred to, and to provide for its security; to prescribe the wage rates, hours of work, working conditions and other conditions of employment of said classifications of employees; and to set forth various other provisions relative to the rights, privileges, duties and obligations of the parties hereto and of those persons affected hereby.

(b) To the extent permitted by law Edison Credit Union agrees that it shall be responsible to obtain from the purchaser of such assets or such merged corporation a written agreement, prior to the completion of any such transfer or merger, acknowledging that the merged corporation is fully bound by the terms of this collective bargaining agreement.

ARTICLE II

Duration - Termination - Change

Section 1. Duration and Termination

The effective date of this Agreement as executed February 24, 1977, is February 1, 1977. The Agreement as herein written, reflecting the amendments which became effective **July 1, 1997**, shall remain in force and effect to and including **June 30, 2000**, (hereinafter referred to as the "initial term"), and thereafter from year to year, subject to termination,

modification or amendment as hereinafter provided in this Article. Either party may terminate this Agreement on **June 30, 2000**, or any succeeding June 30th by serving a written notice to that effect upon the other party not later than sixty calendar days prior to the proposed date of termination.

Section 2. Changes

(a) At the expiration of the initial term of this Agreement or at the expiration of any succeeding contract year thereafter, if said Agreement be then in effect and notice of termination has not been given, changes may be made herein by agreement between the contracting parties. The party desiring such change or changes shall notify the other party in writing of the desired change or changes in such reasonable detail as to make same clear and understandable not later than sixty calendar days prior to June 30, 1997, or any succeeding June 30th thereafter while this Agreement is in force; whereupon the change or changes so requested shall be promptly considered by the duly accredited representatives of Edison Credit Union in joint session, and any change or changes agreed upon shall be incorporated in and become a part of this Agreement, effective as of such date (in no event prior to June 30th next succeeding the date of such notice) as the parties may specify; and should the parties be unable to agree by June 30th next succeeding the date of such notice upon the change or changes desired or the effective date thereof after all reasonable efforts to do so, the provisions of Article XIV shall no longer be applicable.

(b) Changes mutually agreeable to the parties may be made at any time.

ARTICLE III

Union Recognition and Security

Section 1. Recognition

The Union having submitted satisfactory evidence to Edison Credit Union that it represents the majority of employees in a unit composed of all office employees of Edison Credit Union, excluding administrative and supervisory employees, Edison Credit Union recognizes the Union as the sole and exclusive bargaining representative for present and future employees on all matters pertaining to wages, salaries, hours, and working conditions.

Section 2. Union Security

(a) All present employees covered by this Agreement who are members in good standing of the Union (or who have applied for membership) in accordance with its constitution and bylaws on the thirtieth day following the effective date of

this Agreement and all such employees who thereafter become members shall, as a condition of employment, remain members in good standing of the Union during the initial term of this Agreement by tendering to the Union the periodic dues and the initiation fees uniformly required by the Union as a condition of retaining membership.

(b) Any person now or hereafter employed as a temporary or probationary employee shall, as a condition of employment during the initial term of this Agreement, obtain a working card from the Union on the thirtieth day following the effective date of this Agreement or the thirtieth day following the effective date of employment whichever is later, and shall maintain such working card in effect by tendering to the Union a sum not exceeding the monthly dues uniformly required by the Union as condition of retaining BA membership therein until such time as such person may be required to become a member of the Union under subsection (c) of this Section 2.

(c) Any person now or hereafter employed as a probationary employee who is not a member of the Union at the effective date of this Agreement shall, as a condition of continued employment during the initial term of this Agreement, become a member of the Union on the thirtieth day following the effective date of this Agreement or on the one hundred eightieth day following the date of employment, whichever is later, providing membership is available to the employee on the same terms and conditions generally applicable to other members.

(d) In any state where the provisions of subsections (a), (b) and (c) of this Section 2 may not lawfully be enforced the following provisions shall apply: Each employee who would be required to become and remain a member of the Union if the foregoing union security provisions could lawfully be enforced, and who fails voluntarily to become a member of the union shall be required, as a condition of employment, beginning on the thirty-first day following the beginning of such employment or the date of this Agreement, whichever is later, to pay to the Union each month a service charge as a contribution towards the administration of this Agreement and the representation of such employees. The service charge for the first month shall be in an amount equal to the Union's regular and initiation fee and monthly BA dues for each month thereafter in an amount equal to the regular and usual BA monthly dues.

(e) A limited number of full-time college students may be employed from April 1st thru September 30th and over Christmas break as "student interns". These employees shall be exempt employees not covered by this Agreement and shall earn no Edison Credit Union seniority nor be required to pay fees to the Union.

(f) A limited number of "temporary agency employees" may be employed for a period not to exceed six months for the sole purpose of pre-employment screening or

to fill temporary vacancies resulting from extended illnesses or unforeseen absences of regular employees. These "temporary agency employees" shall be exempt employees not covered by this Agreement until such time that they may begin full-time employment with Edison Credit Union as a Probationary employee.

Section 3. Check-off

Edison Credit Union will make monthly deductions of membership dues (or their equivalent) on behalf of the union from the wages of any employee covered hereby who may authorize Edison Credit Union in writing to do so. Sums so deducted will be paid to the Financial Secretary of the Union.

ARTICLE IV

Union - Edison Credit Union Relationship

Section 1. Management

(a) The Union recognizes that the management of Edison Credit Union including the rights to employ, transfer, promote, demote, direct, and discipline for just cause, the employees covered by this Agreement, to prescribe, put into effect, and change work schedules so long as such action is not contrary to any provision of this Agreement, and to lay off employees because of lack of work, is vested exclusively in Edison Credit Union.

(b) The Union also recognizes that the right to discontinue the services of probationary employees is vested exclusively in Edison Credit Union.

Section 2. Diligent Work and Service

(a) The Union agrees that its members will individually and collectively perform safe, efficient, faithful, and diligent service; that it will use its influence to cause its members to protect the property of Edison Credit Union from injury; and that it will at all times cooperate with Edison Credit Union in raising the standard of ability and efficiency of the employees in order that they may become increasingly proficient in their duties and thereby make the service of Edison Credit Union more desirable, economical and attractive to its members.

(b) Edison Credit Union agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among the employees covered hereby.

Section 3. Good Faith

Neither Edison Credit Union nor the Union, through their respective officers, representatives, agents, committees or members, shall engage in any activity of any kind for the purpose of defeating or evading the terms of this Agreement.

Section 4. Non-discrimination

(a) Edison Credit Union and the Union agree to continue their policy of non-discrimination in compliance with all applicable Federal, State, and Municipal laws. The parties also agree they will disregard any indicated preference for members of one sex or members of a particular age group contained in any job description or specifications previously adopted by the parties insofar as such an indicated preference may conflict with local, state or federal law.

(b) References to "he", "his" or "her" in this Agreement are not intended to refer to one gender but are equally applicable to both sexes. In addition, any reference to sex, age, race, religion or physical condition in this Agreement or in any documents the parties might rely on such as job descriptions is not intended to indicate a preference for one group over another and such information will only be used as permitted by local, state and federal laws and in accordance with the parties' commitment to a policy of providing equal opportunities in all aspects of employment.

ARTICLE V

Seniority - Service - Layoffs

Section 1. Definitions

(a) The term "employees" shall include "probationary" and "regular" employees as hereinafter in this subsection defined. The term "probationary employee" means any individual engaged by Edison Credit Union for regular employment without limitation as to time who has not completed six months of continuous service with Edison Credit Union. The term "regular employee" means any individual engaged by Edison Credit Union for regular employment without limitation as to time who has completed six months of continuous service with Edison Credit Union.

(b) The term "Seniority Rights" means the rights accruing to regular employees through Job Seniority or Edison Credit Union Service which entitles them to the preferences provided for in this Agreement. An employee who resigns from Edison Credit Union or is discharged for cause or whose layoff has become permanent as provided in Section 2 (c) of this Article shall lose all seniority rights.

Section 2. Edison Credit Union Service and Job Seniority

(a) After a probationary employee has completed six consecutive months of employment, he establishes six months of "Edison Credit Union Service" and becomes a regular employee. Once having established Edison Credit Union Service, the employee will accumulate additional Edison Credit Union Service according to his total length of employment with Edison Credit Union unless broken by resignation, discharge or permanent layoff.

(b) As of the effective date of this Agreement, all regular employees shall have Edison Credit Union Seniority shown on the Edison Credit Union records. Correction of errors in such records not heretofore resolved will be made by Edison Credit Union provided same is requested within sixty days after the date of this Agreement. In computing Seniority after the effective date of this Agreement, no deduction shall be made for a temporary layoff for causes beyond the control of the employee or for any absence permitted under the terms of this Agreement.

(c) If a regular employee is laid off, the employee shall retain his or her seniority rights and continue to accrue Edison Credit Union seniority and service for two years provided the employee has five years or more Edison Credit Union service, and one year if the employee has less than five years of Edison Credit Union service, the employee's name to remain on the Edison Credit Union Seniority List during such absence.

Section 3. Demotions and Layoffs

(a) Layoffs due to reduction in the force shall be made according to Edison Credit Union Seniority.

(b) A regular employee scheduled to be laid off due to reduction in force will be given two weeks notice prior to the layoff.

Section 4. Severance Allowance

(a) An employee with one or more years of service who is permanently laid off due to lack of work or reduction in force shall have entitlement to two (2) weeks severance pay for the first year of service plus one additional week for each full year of continuous service thereafter, to a maximum of 12 weeks entitlement.

(b) Permanent layoff shall be defined as a layoff in excess of ninety (90) days in duration, or, if the employee shall elect to receive their severance entitlement

within said ninety day period. Such election must be made in writing to Edison Credit Union.

(c) An employee who elects to receive their severance allowance shall forfeit all recall and seniority rights and will terminate the employment status of the employee.

(d) An employee may elect, in writing, to waive their severance pay, thereby retaining all recall and seniority rights as provided under Article V, Section 2 (c), of this Agreement.

(e) No employee shall be eligible for severance pay if the employee resigns, is discharged for cause, or leaves the service of Edison Credit Union due to physical disability.

(f) The employee may elect to be compensated for the severance pay either in a single lump sum or in equal payments in lieu of continued salary. If employee dies before receiving the full severance allowance, the remaining balance shall be paid to the employee's surviving spouse, if any, and if none, to the employee's surviving children, if any.

(g) Severance pay shall be calculated based on the employee's normal rate of pay at the time of layoff.

(h) Notwithstanding any other provision of this Article, an employee shall have the option to receive Severance Pay in the amounts outlined above, if, as a result of the sale, merger, assignment, or other transfer of all, or substantially all of the assets or operations of Edison Credit Union, the employee suffers a loss of job or a reduction in the employee's rate of pay or benefits.

ARTICLE VI

Working Hours - Premium Rates-Meal Allowances-Expenses-Holidays

Section 1. Working Hours

The basic work week shall consist of five regularly scheduled basic work days, Monday through Friday. The basic work day shall consist of eight hours of work, which shall be consecutive except when time out is scheduled for a meal.

Section 2. Overtime

(a) Except as otherwise provided with respect to holidays in Section 5 of this Article, double time shall be paid for all overtime work performed by an employee on

Sunday and time and one-half shall be paid for all other time worked outside of the scheduled hours of the basic work day of the employee.

(b) Overtime pay shall be distributed as equitably as is practical among the qualified permanent employees, with the low eligible employee on the overtime list given the first opportunity to work.

(c) If an employee is given the opportunity to work overtime and refuses, the hours refused will be regarded as hours worked for the purpose of calculating the equity of distribution of overtime.

(d) If through the fault of Edison Credit Union the low employee on the overtime list is not called out, he will be compensated at the appropriate overtime rate for the number of hours worked by the employees who are called.

(e) When an employee is called out for "unscheduled" overtime worked, (less than eighteen hours prior notice) he shall be paid at the prevailing overtime rate for such time (not to exceed thirty minutes) as is necessarily consumed in traveling to the job.

(f) Edison Credit Union will maintain a record of all overtime hours charged to each employee (by job classification, if appropriate) and post said overtime list on a bulletin board accessible to all employees. Updated overtime lists will be posted every thirty days and will be adjusted on January 1st of each year, with the low employee in overtime reverting back to zero and all others adjusted accordingly. Overtime lists will show prior accumulation of hours as well as hours worked or refused in the current month.

(g) The parties agree that when an employee is performing work that is a part of their normal routine and continuation of the day overtime is required to complete that job, they may do so without regard to their position on the overtime list. They will, however, be charged with all overtime worked. Continuation of day overtime worked will not exceed two (2) hours per day.

(h) After exhausting the overtime list (for a given classification), if a sufficient number of employees have not voluntarily accepted the overtime assignment, then the eligible employees low on the overtime list will be obligated to accept the overtime assignment.

Section 3. Guarantee of Four-Hour Minimum

Each time an employee reports for work pursuant to either call-out or regular assignment he will be paid not less than four hours straight time pay. However, this

will not apply to cases where the overtime work extends into or is continuous with this regular working hours, or to cases in which the employee is prevented from earning the minimum through no fault of Edison Credit Union.

Section 4. Meals, Meal Allowances and Other Expenses

(a) An employee will earn a meal allowance in the amount of \$8.50 (unless the meal is provided) and be permitted to eat the meal on Edison Credit Union time (not to exceed thirty minutes) under the following conditions:

(i) The employee, while on an overtime assignment during their normal work week, works ten consecutive hours. If the employee is released from duty within thirty minutes of the time they would earn the meal, they will be paid the meal allowance, but not the additional meal time.

(ii) The employee, while on an overtime assignment outside of their normal work week, works four consecutive hours.

(iii) Once an employee earns a meal allowance, they shall earn additional meal allowances every six hours thereafter until released from duty.

(b) Employees may be required to take their regularly scheduled lunch period one hour early or one hour late from their normal scheduled lunch period.

Section 5. Holidays

(a) The following days are to be considered as "holidays" within the meaning of this Agreement:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Christmas Day
- Thanksgiving Day
- Martin Luther King Day
- 2 "Floating Holidays"

When a holiday occurs on Sunday, it will be observed the following Monday, and when a holiday occurs on Saturday, it will be observed the preceding Friday.

(b) If an employee is required to work on a holiday, he will be paid time and one-half for all hours worked during his basic work day and two and one-half times his regular rate of pay for hours worked outside of such hours, such payments being in addition to the regular eight hours of holiday pay.

ARTICLE VII

Vacations and Vacation Allowances

Section 1. Vacations

Employees shall be entitled to vacations with regular pay according to the following rules:

(a) Employees with less than one year of Edison Credit Union service prior to January first of the year in which the vacation is to be taken shall receive a vacation of four hours for each month of such continuous employment; PROVIDED that no such employee shall receive a vacation of more than forty hours.

(b) Employees with one year and less than eight years of Edison Credit Union service prior to January first of the year in which the vacation is to be taken shall receive a vacation of two weeks (ten working days).

(c) Employees with eight years and less than twelve years of Edison Credit Union service prior to January first of the year in which the vacation is to be taken shall receive a vacation of three weeks (fifteen working days).

(d) Employees with twelve years of Edison Credit Union service prior to January first of the year in which the vacation is to be taken shall receive a vacation of four weeks (twenty working days).

(e) Employees with twenty or more years of Edison Credit Union service prior to January first of the year in which the vacation is to be taken shall receive an additional day for each year of Edison Credit Union service in excess of twenty years, but not to exceed five additional working days.

(f) In computing the vacation, deductions shall be made on a pro rate basis for each thirty days of continuous absence during the preceding year if such absence resulted from layoff or voluntary leave of absence.

(g) If a holiday occurs on a working day during an employee's vacation, he will be allowed an additional day of vacation any time during the vacation period. (The provisions of this subsection are subject to approval by Edison Credit Union Manager and are not subject to the grievance procedure).

Section 2. Vacation Schedule

(a) All vacations shall begin on the day following one of the employee's regularly scheduled days off, unless otherwise agreed between Edison Credit Union and the employee effected.

(b) Choice of vacation period shall be according to Seniority, as far as practical, but if an employee is permitted to split his vacation, he can exercise his seniority rights only once.

(c) No vacations will be scheduled during the period ten working days after the dividend paying date without the approval of Edison Credit Union Manager.

(d) As many employees as possible will be allowed to take vacation at the same time at the discretion of Edison Credit Union Management.

(e) All employees' vacations must be scheduled by March 1st.

(f) All vacations that have been scheduled may be changed only by mutual agreement between the employee and Edison Credit Union.

(g) Vacations shall not be allowed to accumulate from one year to another, but if an employee is prevented from taking his vacation due to a prolonged illness and there are not enough days left in the year after he recovers, he shall be permitted to take his vacation upon recovery from the illness even though it falls in the next year.

(h) If an employee is required by Edison Credit Union to work during his regularly scheduled vacation, he shall be paid (in addition to vacation pay) according to the overtime rates specified in Article VI, Section 2 (a) of this Agreement unless he elects to change his vacation to another period. If he is called back while on vacation his traveling expenses will be paid by Edison Credit Union.

Section 3. Computing Vacation Allowance

For the purpose of computing the vacation allowance, persons employed between the first and fifteenth days of a month will be regarded as having worked

the full month, and those employed the sixteenth and thereafter as not having worked at all during the month.

Section 4. Vacation Allowance Upon Termination

Any regular employee whose services are terminated for any reason will receive a vacation allowance pro rated by months to the date of such termination, it being understood that all regular employees accrue their vacations in the year preceding that in which their vacations are normally taken.

Section 5. Vacation Pay

An employee entitled to a vacation or a vacation allowance will be paid therefore at the prevailing straight time rate (forty hours' pay for each week of vacation).

ARTICLE VIII

Working Conditions, Health & Safety

Section 1. Reporting for Work

Employees will normally report for work at the main office (headquarter of Edison Credit Union). An employee temporarily assigned to a work location other than his normal work location shall, at the election of Edison Credit Union, travel on Edison Credit Union time during the basic work day or report directly to his temporary work location. If the employee is required to report directly to his temporary work location, he will be paid travel time and will be reimbursed at the prevailing I.R.S. business rate for the mileage between the office and the temporary show-up. If the employee travels on Edison Credit Union time, but uses his own transportation, he will be reimbursed at the same mileage rate.

Section 2. Safe Working Conditions

Edison Credit Union agrees to cooperate with its employees so as to insure that reasonable rules and provisions are made for their health and safety during working hours. Changes will be discussed with representatives of the Union prior to being put into effect.

Section 3. Health & Safety Rules

Employees will comply with established health and safety rules, and such rules will be applied uniformly to all employees effected.

ARTICLE IX
Special Provisions

Section 1. Contracting Work

Edison Credit Union agrees that it will not contract any work which is customarily done by its regular employees if, as a result thereof, it would be necessary to lay off any such employees.

Section 2. Supervisors Working

Supervisors and other employees outside the bargaining unit (except "student interns" and "temporary agency employees) will not do work of employees included in the bargaining unit except in emergencies or for the purpose of instruction. (The term "emergencies" as used in this section, shall be defined as situations in which Edison Credit Union customers would, or are, being detained because of a temporary overload situation).

ARTICLE X
Sick Leave

Section 1. "Personal Illness" Defined

"Personal illness" as used herein shall mean the incapacity of an employee because of sickness or because of accidental or other injury not arising out of and in the course of Edison Credit Union employment our outside gainful occupation.

Section 2. Accumulation of Sick Leave Privileges

All employees covered by this Agreement shall accumulate sick leave privileges as follows:

(a) Upon the completion of the employee's six month probationary period, the employee shall be credited with six (6) days of sick leave and shall continue to be credited with sick leave privileges at the rate of one working day per month (the credit to be given on the last day of each month) up to a maximum of one hundred eighty working days.

(b) For the purpose of computing sick leave privileges, persons employed between the first and fifteenth days of a month will be regarded as having worked

the full month, and those employed the sixteenth and thereafter as not having worked at all during the month.

Section 3. Prior Notice to Supervisor

No worker shall be entitled to avail himself of his accumulated sick leave privileges unless his supervisor (or designated substitute) shall have been notified of his illness at or before the time such privileges are due to begin, unless the delay of such notification is unavoidable.

Section 4. Holiday Occurring During Sick Leave

Holiday pay, rather than sick leave privileges, will be applicable to compensate for straight time lost on a holiday because of personal illness.

Section 5. Use of Sick Leave Privileges for Personal Illness

(a) An employee meeting the requirements of the previous sections of this Article will be paid sick leave from his available sick leave accumulation in the pay period in which absence occurred. An absence on a basic work day will be chargeable against the employee's sick leave on an hour-for-hour basis. In case of disagreement, the grievance procedure will apply.

(b) Tardiness Control Program - See Appendix "A"

(c) Sick Leave Control Policy - See Appendix "B"

(d) If an employee is on sick leave for five consecutive days or more, they will be required to provide a doctor's statement, or other documentation, sufficient to verify the nature of the illness or injury.

(e) Exceptional attendance is defined as any floating twelve consecutive month period of no sick leave usage beginning July 1, 1994. Each employee meeting this goal shall receive one day off without loss of pay. This day off with pay may be taken at the employee's discretion without prior arrangement, but must be taken within twelve months from the time earned, or forfeited. For purposes of determining exceptional attendance, sick leave used in conjunction with death-in-family, compensable injury, or for approved doctor and dentist appointments shall not count against the exceptional attendance determination.

(f) Sick leave may be used for illness of spouse, children, elderly parent care or if an employee adopts an infant child. If usage extends five working days or more,

the employee will be required to provide adequate documentation on the illness or adoption. Maximum usage will be 10 working days in a floating 6 month period.

Section 6. Use of Sick Leave Privileges for Compensable Injury

(a) If an employee is unable to complete a basic work day because of an injury resulting from an accident arising out of and in the course of Edison Credit Union employment (hereinafter referred to as a "compensable injury"), he shall suffer no loss of pay for such day.

(b) If an employee is incapacitated because of a compensable injury for a period extending beyond the day of the accident, accumulated sick leave privileges will be available to cover loss of pay on basic work days during the waiting period specified in the applicable State compensation law.

(c) If an employee is incapacitated because of a compensable injury beyond the waiting period specified in the applicable State compensation law and is entitled to receive compensation payments therefor, his sick leave privileges will be available to cover the difference between such payments and the straight time pay of such employee in his usual occupation; PROVIDED, that the availability of such privileges will terminate at such time as Edison Credit Union's physician determines that the employee is able to return to work.

Section 7. Sick Leave Accumulated During an Illness

Sick leave privileges accumulated during a sick leave or compensable injury absence will be credited to the employee and will be available for that absence if the employee had available sick leave privileges at the beginning of the absence.

Section 8. Payment for Sick Leave

An employee entitled to the benefit of sick leave privileges will be paid at the prevailing straight time rate not to exceed eight (8) hours pay for each day, forty (40) hours pay for each week. (Except for the "first day" exclusion provided for in Appendix B, Sick Leave Control Policy).

Section 9. Abuse of Sick Leave

(a) If an employee is found to have abused the sick leave privileges he shall be discharged.

(b) The parties have agreed that, where circumstances are warranted, the Steward and the Supervisor involved will personally make a joint investigation of any

sick leave usage with respect to a particular employee. The parties reaffirm the policy that sick leave privileges are designated exclusively for legitimate absences caused by illness or injury or for usage as provided for in Article X Section 5 (f) and subscribe to the principle that use of sick leave should be on a conservative basis.

Section 10. Sick Leave Record

Employees will be shown their sick leave record quarterly, if request is made to immediate Supervisor.

Section 11. Extended Sick Leave

(a) When an employee having eight or more full years of Edison Credit Union service has exhausted his sick leave and is still unable to return to work because of an illness, or when a regular employee has exhausted his sick leave in connection with a partial disability resulting from compensable injury and is still unable to return to work because of such partial disability, the following plan shall be applicable:

(b) Edison Credit Union and the Union shall review each such case and determine jointly whether and to what extent and for what period of time Edison Credit Union shall further payments to such employee during his illness or disability. After such determination has been made by the parties and if an award of additional payments was made upon such review, the parties shall, after such payments have been completed and if the employee is still ill or disabled, review his situation once more.

(c) Extended sick leave which may be granted shall not be considered unused sick leave as defined in Article X, Section 15.

(d) The provisions of this Section 11 are not subject to the grievance and arbitration procedures.

Section 12. Sick Leave Available for Maternity Leave

An employee physically disabled from performing work due to pregnancy, maternity, or childbirth shall have the same sick pay and sick leave privileges as described above, provided the employee continues to work until disabled from performing said work and returns to work as soon as the employee is physically able to work. If the employee elects for personal wishes, convenience, or any other reason to begin or end the leave from work at any other time unrelated to physical capacity to perform work, then the absence will be treated as a leave of absence without pay under Article XII.

Section 13. Sick Pay Eligibility

Sick pay paid in situations where it is later determined that the employee was not eligible or qualified for said pay shall be repaid to Edison Credit Union from subsequent earnings of the employee.

Section 14. Sick Leave / Leave of Absence

(a) An employee who takes a leave of absence under Article XII and subsequently becomes ill or disabled while on or during the leave of absence shall not be entitled to sick pay rights under Article X.

(b) An employee who goes on sick leave, with sick pay, but who does not return to work when physically able to do so, may make application for leave of absence under Article XII. If the employee fails to do so, the employee may be terminated.

Section 15. Payment for Unused Sick Leave

When an employee honorably terminates his employment or is honorably terminated, he shall receive payment, at his regular straight-time hourly rate, equal to Thirty-five percent (35%) of his total accumulated sick leave to that date, less any extended sick leave used provided the employee gives two weeks advance notice upon resigning from Edison Credit Union to be eligible to receive accrued sick leave pay.

Section 16. Donation of Sick Leave

When an employee having one or more full years of company service has exhausted the employee's sick leave and vacation accruals and is not eligible for Long Term Disability (LTD), Edison Credit Union will allow requests for sick leave donation by other members of this bargaining unit. The following rules shall apply:

(a) The Business Manager shall make a written request to Edison Credit Union Management providing the following information:

- i. Name of potential recipient
- ii. Name(s) of donors and amount of sick leave to be donated

(b) Criteria for Recipient:

- i. Major illness or serious medical condition
- ii. Sick leave and vacation exhausted
- iii. Not eligible for extended sick leave

- iv. Only eligible for number of hours to qualify for LTD elimination period
- (c) Criteria for donor(s)
 - i. Donations must be in increments of eight hours
 - ii. Hours donated will reduce sick leave accrual but will not count as occurrences under the sick leave control policy
- (d) Donations will be paid at the recipients rate of pay
- (e) The final determination is vested exclusively to Edison Credit Union

ARTICLE XI
Paid Absences

Section 1. Death in Family

Edison Credit Union will permit any employee to be absent from work without loss of pay for one basic work day to arrange for and attend the funeral of the employee's wife (or husband), child, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in law, brother-in-law, step-mother, step-father, step-son, step-daughter, step-sister, step-brother, grandfather, grandmother or grandchild. If the employee needs to take additional time off for such reason, he may do so and charge the same against available sick leave privileges. The benefits of this Section shall not apply during vacations, sick leave or any other permitted absence.

Section 2. Employees Serving as Pallbearers

If an employee accepts a call to serve as a pallbearer for a fellow employee or immediate family (as defined in section 1 of this Article), Edison Credit Union will permit him to be absent from work on a basic work day without loss of pay for whatever time may be necessary therefor, but not to exceed one day. The benefits of this Section shall not apply during vacations, sick leave or any other permitted absence.

Section 3. Jury Duty

If an employee is absent from work on a basic work day because of jury service, he shall be paid his regular rate of pay (less his jury pay) by Edison Credit Union.

Section 4. Service as an Election Judge or Clerk

If an employee is absent from work on a basic work day because of required service as a judge or clerk in a general election under the jurisdiction of City or County election officials, he shall be paid his regular rate of pay (less his election pay) by Edison Credit Union.

Section 5. Meetings

Duly authorized representatives of the Union or their duly authorized alternates who are employees of Edison Credit Union will be permitted to be absent from work on a basic work day without loss of pay for time necessarily consumed in meetings with authorized representatives of Edison Credit Union in connection with Step One and Step Two of the grievance procedure, in connection with meetings called by Edison Credit Union. It is understood that Edison Credit Union will not pay for the lost time for more than one employee in Step Two grievance meetings.

ARTICLE XII **Absences Without Pay**

Section 1. Leave of Absence

(a) For justifiable reasons, Edison Credit Union may grant a personal leave of absence without pay to any employee upon being given reasonable notice and provided the conditions of work are such that his services can be spared.

(b) Edison Credit Union service and seniority shall continue to accumulate during a leave of absence for a period not to exceed five months; but no other benefits or accrual of benefits will occur during a leave of absence.

(c) If an employee overstays a leave or if he accepts employment elsewhere during the leave without the written consent of Edison Credit Union, he will be deemed to have resigned.

Section 2. Union Representatives

An employee who may be elected or appointed to an office in the Union which requires his absence from duty with Edison Credit Union shall be granted a leave of absence and he shall continue to accumulate Edison Credit Union Seniority throughout such term of office and shall, upon termination of his Union duties, be reinstated to his former position, including all his seniority rights.

Section 3. Transaction of Personal Business

Brief absences without pay for the transaction of personal business may be permitted at the sole discretion of Edison Credit Union if the employee can be conveniently spared from duty, providing the employee has prior approval of the employee's supervisor. The employee may charge prearranged full day absences for the transaction of personal business to the employee's vacation allowance for that year.

Section 4. Union Delegates

Employees who are elected by the Union to serve as delegates to Union conventions or similar Union meetings shall, after reasonable notice to Edison Credit Union, be granted leaves of absence without pay for sufficient time for this purpose.

Section 5. Employees in Armed Forces

Edison Credit Union and the Union will recognize their joint moral and legal responsibility to employees serving in the armed forces of the United States.

ARTICLE XIII **Grievances**

Section 1. Recognition of Representatives

(a) Edison Credit Union agrees to recognize Stewards, Chief Stewards, the President or Business Manager of the Union or their alternates, as representatives of the Union in settling grievances as outlined in this Article. An International Representative of the International Brotherhood of Electrical Workers may be present only to assist the Local Union.

(b) The Stewards and Chief Stewards shall be selected by the Union. The Steward to come from Edison Credit Union employees when possible. The Union will furnish Edison Credit Union with the names of Stewards and Chief Stewards.

Section 2. Grievances

Any dispute over the interpretation or application of the provisions of this Agreement or any other agreements between Edison Credit Union and the Union shall be referred to as a grievance and settled through the grievance procedure as outlined below. Action on a grievance must be started within ten working days from the time

it occurred or became known, otherwise it need not be considered. If the Union does not carry a grievance to the next higher step in the manner herein set forth within ten working days after Edison Credit Union has rendered its decision at any Step, the grievance shall be considered settled in favor of Edison Credit Union. If Edison Credit Union fails to give its answer within the specified time in any Step, the grievance shall be considered settled in favor of the Union. All appeals must be in writing on a grievance form and shall be delivered to the President/Manager of Edison Credit Union. All written answers given to the Union shall be delivered to the Business Manager of the Union. Answers and appeals may be delivered by hand or by mail; and if delivered by mail, shall be considered delivered on the date of the postmark if mailed to the proper party at his regular office address.

Section 3. Grievance Procedure

(a) The steps in the grievance procedure are as follows:

STEP 1. All grievances except those relating to the discipline or discharge of an employee shall originate at Step 1. Grievances originating at Step 1 shall be presented verbally by the Steward and employee or employees concerned to the immediate Supervisor. The Supervisor shall give his answer verbally to the employee or employees

and the Steward concerned not later than the second working day after the day on which the grievance was so presented. It is the intent of Edison Credit Union to resolve as many grievances as possible at STEP 1 and that Supervisor and Stewards are encouraged to reach agreements within the provisions of the Agreement. However, such settlements will not set a precedent binding on either party and may not be used by either party in an attempt to settle other disputes, grievances or arbitrations between them.

STEP 2. If a grievance is appealed to Step 2, it shall be discussed in a meeting scheduled by the Parties at which Edison Credit Union will be represented by the appropriate representatives and the Union will be represented by the aggrieved employee, the employee's Steward or Chief Steward, and the Business Manager or President of the Union. All grievances heard at Step 2 shall be answered in writing not later than ten working days after the hearing date.

STEP 3. All grievances relating to discipline or discharge of an employee shall originate at Step 3 and must be submitted in writing on a regular grievance form. If a grievance is appealed to or originates at Step 3, it shall be heard not later than the fifth working day after the day on which the grievance was delivered to the President/Manager of Edison Credit Union. Edison Credit Union shall be represented by the Board Chairman, or an alternate from the Board of Directors, and such additional representatives as deemed appropriate. The Union shall be represented by the Business Manager or President of the Union and such additional Union representatives as deemed appropriate. If a grievance is appealed to Step 3, it shall be

answered in writing not later than the third working day after the day on which the meeting was held. If a grievance originates at Step 3, it shall be answered in writing not later than the eighth working day after the day on which the meeting is held.

STEP 4. If the grievance is not settled at Step 3, it may be submitted to arbitration within thirty calendar days after receiving the answer to the grievance at Step 3 as set forth in Article XIV of this Agreement.

(b) Whenever a particular Union representative is unable to serve because of absence or other reasons in any of the steps of the grievance procedure, the President or Business Manager of the Union may appoint an alternate to serve in his place. Likewise, whenever a particular Edison Credit Union representative is unable to serve because of absence or other reasons in any step of the grievance procedure, the Board Chairman of Edison Credit Union may appoint an alternate from the Board of Directors to serve in his place.

(c) If charges relating to disciplinary suspension or demotion, or discharge for cause, are not sustained in the grievance procedure or through arbitration, the employee's record shall be cleared of such charges and he shall be reimbursed for any loss of wages.

(d) Each of the time limitations set forth in Section 2 and Section 3 of this Article is subject to enlargement by mutual agreement of the parties.

(e) References to disciplinary action in an employee's personnel file will be removed providing no other subsequent warning or disciplinary action has been taken as follows:

1. Verbal warning after 18 months.
2. Written warning after 3 years.
3. Suspension and final warning will remain in file indefinitely.

(f) Employees will be permitted to review those items pertaining to disciplinary action in their personnel files by scheduling an appointment outside regular working hours with the President/Manager of Edison Credit Union. If an employee disputes the information contained in any disciplinary record, they will be permitted to submit a written explanation of the dispute for inclusion in their file.

ARTICLE XIV

Arbitration - Labor Disturbances - Disputes Issues

Section 1. Strikes and Lockouts Prohibited

There shall be no strikes or lockouts for any cause whatsoever during the term of this Agreement or any extension thereof.

Section 2. Arbitration

Any questions or disputes regarding interpretation or application of any provision of this Agreement which cannot be adjusted by negotiation and conferences between the respective representatives of Edison Credit Union and the Union, or by resort to the grievance procedure provided for herein where individual grievances are involved, shall be submitted to and settled by arbitration as hereinafter provided.

Section 3. Arbitration Procedure

Whenever either party hereto elects to submit any question or dispute to arbitration, prompt written notice thereof shall be given by hand or certified mail to the other party, stating clearly the question or dispute to be arbitrated. (Each grievance or issue will be arbitrated separately unless the parties mutually agree to combine grievances of issue for presentation to the same Arbitration Board).

(a) Within ten days after the delivery of such notice, each party shall select one arbitrator and give written notice thereof by hand or certified mail to the other party, or otherwise forfeit its case.

(b) The two arbitrators thus selected shall forthwith proceed in good faith to select an impartial and disinterested person to serve as the third member of the Arbitration Board.

(c) Should the two arbitrators fail to agree upon the third arbitrator within twenty days after the delivery of the written request for arbitration, they shall notify the parties, whereupon the President of Edison Credit Union and the President of the Union shall promptly confer and endeavor in good faith to complete the personnel of the Arbitration Board; and if they fail to agree upon the third member within two days, an impartial and disinterested person to serve as such third member shall thereupon be appointed by the Federal Mediation and Conciliation Service upon the joint application of the parties. If either party shall fail to promptly join in such application, it shall forfeit its case.

(d) The Arbitration Board thus constituted shall proceed to hear and consider the evidence and arguments submitted by the parties and to render a decision thereon as promptly as possible and a decision of the majority thereof shall be final and binding upon the parties.

(e) All decisions of the Arbitration Board shall be in writing and signed by the majority of the members thereof, and copies thereof shall be delivered to Edison Credit Union and the Union.

(f) When any dispute or question is submitted to arbitration as herein provided, Edison Credit Union and the Union shall jointly present to the Arbitration Board a statement in writing of the specific issue or issues to be arbitrated, and the Arbitration Board shall confine its decision to the issue or issues so presented. If the parties do not agree upon such a joint statement within five days after the third member of the Arbitration Board has been appointed, each party shall submit within five days thereafter a written statement of the specific issue or issues believed by it to be involved, subject to written objection by the other party and from such statements, objections and any record made in the prior negotiations or conferences, the Arbitration Board shall determine the specific issue or issues before it and notify each party thereof in writing at least five days before proceeding with the case.

(g) Each party shall bear the expense of preparing and presenting its own case to the Arbitration Board and the expenses of its Arbitrator. The expense, if any, of the third Arbitrator, and any incidental expense mutually agreed to in advance, shall be shared equally by the parties.

Section 4. When Article No Longer Applies

As provided in Section 2 of Article II of this Agreement, this Article XIV shall no longer be applicable if the parties are unable to agree on contract changes at the expiration of the initial term of this Agreement.

ARTICLE XV
Compensation

Section 1. Current Wage Rates

The wage rates contained in Article XVIII of this Agreement reflect a 3% general wage increase effective July 1, 1997; a 3% general wage increase effective July 1, 1998; and a 3% general wage increase effective July 1, 1999.

Section 2. New Employees

A new employee will normally begin his employment at the lowest rate in the wage schedule, but a new employee with special ability or prior experience may be employed at any step of the wage schedule; provided that the new employee shall not be started at a rate in excess of the lowest rate currently being paid to present employees covered by this Agreement without the consent of the Union.

Section 3. Merit Increases

The rates specified in the rate ranges herein referred to represent the normal amounts expected to be paid to employees showing ability, initiative, and average

application to the job. Increases granted under such circumstances to become effective on the employee's anniversary date. Increases are not automatic. Unless the employee demonstrates the foregoing he need not be awarded the normal increase, but in any such case the employee and the Union will be fully advised (in writing, if requested) of the circumstances upon which the action was predicated and the status of such employee will be reviewed and reconsidered within six months thereafter.

Section 4. Step-up Pay

An employee shall receive "step-up pay" of 10% above their current rate when performing work that is deemed supervisory in nature and does not constitute unit work.

Section 5. Inspection of Records

If a disagreement should arise over the compensation paid or to be paid any employee covered hereby, the Business Manager or his representative of the Union may inspect the records pertaining thereto.

Section 6. 9th Year Rate

a) The 9th year increase will be granted to an employee who is capable of all job duties within the bargaining unit. It is management's responsibility to provide progressive training on each job duty prior to the employee's anniversary date in which the employee becomes eligible for the 9th year step.

Existing employee's at the time of this agreement will be thoroughly trained on the various job duties within the bargaining unit, and the employees who are eligible for the 9th year step will be promoted, by seniority, within the time period covered under this agreement, providing they meet the foregoing qualifications. Within 18 months, of July 1, 1997, all eligible employees shall be given training and the opportunity to demonstrate capability.

(b) If an eligible employee declines training for the 9th year step, that employee will be bypassed for purposes of promotion until such time as all other eligible employees, at the time said employee is bypassed, have completed their training.

(c) All standards defining capability for the 9th year step shall be mutually agreed to by the Union and Edison Credit Union. Both Union and Edison Credit Union Management will have equal responsibility and input into all standards established.

ARTICLE XVI
Disabled Employees

When an employee having ten or more full years of Edison Credit Union service can no longer perform all of the duties of the regular work because of partial disability resulting from age or personal illness, or when a regular employee can no longer perform his regular work because of partial disability resulting from compensable injury and such employee, in either case, can perform other duties, Edison Credit Union and the Union will review each case on its merits to determine what portions of the normal job duties the employee can perform.

(a) There will be no reduction in pay or loss of any benefits covered under this contract to an employee on limited job duty.

(b) The placing of such an employee on a limited job duty shall not constitute an increase in Edison Credit Union's normal working force.

ARTICLE XVII
Miscellaneous General Provisions

Section 1. Partial Invalidity

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal, State or Municipal Law or executive or administrative order now in effect or hereafter enacted or promulgated, or any decision of a court of last resort, such invalidity or nonenforceability shall not affect or impair any other term or provision of this Agreement.

Section 2. Copies of Agreement

Edison Credit Union will send a printed copy of this Agreement to every person presently employed in the bargaining unit covered hereby.

Section 3. Job Descriptions and Specifications of Existing Jobs
Procedures for Creating New Jobs and Revising Existing Jobs

(a) Edison Credit Union and the Union have agreed on a job description setting out the job specifications and content of the job classification.

(b) As long as Edison Credit Union acts in good faith, it has the right to determine and change working hours and work locations, except where changes in working hours or work locations would conflict with contract provisions on these matters.

(c) Whenever changes in work require the creation of a new job, or the revision of an existing job, or whenever Edison Credit Union desires to change job specifications of an existing job, a new or revised job description, or revised job specifications, shall be prepared by Edison Credit Union and discussed with the Union. Rates for new jobs, changes in rates of revised jobs, job descriptions of new or revised jobs, and changes in job specification, shall be determined by negotiations between Edison Credit Union and the Union with as little delay as possible.

(d) If the parties are unable to agree on any of the items set forth in the preceding paragraph of this subsection (c) within ninety days from the time Edison Credit Union first notifies the Union thereof in writing, the dispute may be taken to arbitration by either party under the provisions of Article XIV, PROVIDED, Edison Credit Union shall have the right to require the performance of the work assigned at any time after the expiration of the ninety days referred to above.

(e) Rates as finally determined shall be made retroactive to the date the new or changed duties were first performed.

(f) As long as Edison Credit Union acts in good faith it has the right to establish requirements as to physical condition, education, aptitude and experience for employees on new jobs.

Section 4. Group Annuity, Life Insurance, Health & Welfare, Dental Plan, and Long-Term Disability Coverage

(a) Existing employee benefits will continue to be provided by Edison Credit Union. Any changes in benefit carrier is to be mutually agreed upon.

(b) Effective January 1, 1992, the medical plan will be C.U.N.A. Plan "D", (\$100. deductible with cost containment provisions), or equivalent plan, and will include the additional mail order and card prescription plan.

(c) Effective February 1, 1992 the amount of life insurance in effect for employees will be increased to \$40,000. per employee.

(d) Effective July 1, 1997 Edison Credit Union will pay \$291 of all medical costs. Employees will pay \$15 of current costs. Any decrease in current costs will be credited toward the employee contribution of \$15. Any cost increase for medical and life insurance benefits will be shared between Edison Credit Union and the employee, with Edison Credit Union paying 60% and the employee paying 40% of future increases.

(e) Effective July 1, 1994, Edison Credit Union will furnish and pay the full cost of a policy to provide long-term disability coverage to eligible employees. The policy is to provide coverage at 66 2/3% of pre-disability earnings with a 90 day elimination period. All claims and disability payments are the sole responsibility of the insurance carrier.

Section 5. Existing Conditions

Working conditions existing at the effective date of this Agreement but not specifically covered herein and working conditions specifically covered herein shall remain unchanged during the term of this agreement unless changed by Edison Credit Union in the exercise of the vested rights referred to in Article IV, Section 1(b), of this Agreement, or by Agreement between the parties. Proposals made by Edison Credit Union for changes in working conditions which are subject to negotiations with the Union shall be settled by resort to the grievance and arbitration procedures in case of a disagreement between the parties

ARTICLE XVIII - Wage Rates and Rate Ranges

	1st 6 mo	2nd 6 mo	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year
July 1 1997	7.50	8.35	8.78	9.20	9.81	10.42	11.06	11.67	12.40	13.15
July 1 1998	7.73	8.60	9.04	9.48	10.10	10.73	11.39	12.02	12.77	13.54
July 1 1999	7.96	8.86	9.31	9.76	10.41	11.05	11.73	12.38	13.16	13.95

JOB DESCRIPTION - CREDIT UNION CLERK

Responsible for assisting current and potential members in the knowledge and administration of any and all services offered by the credit union.

Have familiarity with all office equipment and be able to perform all clerical functions necessary to accomplish this job objective.

Performs similar and related work consistent with the general nature of working in a credit union.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

Edison Credit Union

International Brotherhood
of Electrical Workers

**Ron Miller, President
Edison Credit Union**

**Nigel D Peck, Business Manager
IBEW Local 1613**

**Linda Matthews, President
IBEW Local 1613**

Dated:_____

APPENDIX A

EDISON CREDIT UNION

TARDINESS CONTROL PROGRAM

FOR BARGAINING UNIT EMPLOYEES

EXCESSIVE TARDINESS DEFINITION

The frequency of tardiness will be the criteria for determining excessive tardiness. Three occurrences of tardiness within a floating control period* of six months or less will be considered excessive. An employee will be considered tardy when late three minutes or more to work at the scheduled starting time of a regularly scheduled basic workday, or when three minutes or more late returning to work after lunch.

* The control period will be determined by counting all occurrences of tardiness within the immediate past six months dating from an employee's last tardiness except if a disciplinary step has been taken only occurrences of tardiness since that meeting will be considered.

PROGRESSIVE DISCIPLINE PROCEDURE

Supervision will take action at the time an employee is excessive in tardiness as defined above. The Union Steward shall be present at the meeting. The steps in the progressive discipline procedure will be as follows:

- Step 1: Verbal warning
- Step 2: Written warning
- Step 3: 3-day suspension and final warning
- Step 4: Discharge

SATISFACTORY TARDINESS RECORD

Satisfactory tardiness record for reverting one step from Step 1 is defined as a record of six months which is not excessive under this program. Satisfactory tardiness record for reverting from Step 2 to Step 1 is defined as a tardiness record for one year which is not excessive under this program.

CONSIDERATION OF EXTENUATING CIRCUMSTANCES

Supervision will review with the Management Committee the case of any employee whose tardiness record is excessive when they consider extenuating circumstances warrant further consideration before a final decision is made concerning appropriate action.

APPENDIX B

EDISON CREDIT UNION

SICK LEAVE CONTROL POLICY

FOR BARGAINING UNIT EMPLOYEES

Unless special arrangements are made, sick leave shall not be granted for the first day of absence after the employee has been allowed four (4) separate and distinct sick leave allowances during any 12 month period ending January 31st of each year. Thereafter, for each additional sickness, the first day of absence shall be deducted and not allowed for sick leave pay purposes, unless sick leave extends five (5) working days or more, in which event the first day will be allowed.

EDISON CREDIT UNION CONTRACT

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- IV Union - Credit Union Relationship
- V Seniority - Service - Layoffs
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