

# **AGREEMENT**

Between

**CITY OF BOSTON CREDIT UNION**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

**EFFECTIVE JULY 1, 2018 - JUNE 30, 2023**

This Agreement is entered into this day, July 1, 2018

Witness for Communications Workers of America, AFL-CIO:

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Shawn LeBlanc, CWA Representative

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**RATIFIED BY THE MEMBERSHIP ON: July 3, 2018**

Witness for City of Boston Credit Union:

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Timothy J. Smyth, Chairman of the Board

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James R. Driscoll, Treasurer

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Daniel E. Waltz, President and CEO

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# **The Americans With Disabilities Act**

Purpose: To guarantee fair employment practices and accessibility to services for disabled employees.

## **Statement**

The City of Boston Credit Union supports the Americans With Disabilities Act (ADA), which went into effect on July 26, 1992. Accordingly, the City of Boston Credit Union prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, discharge, promotion, job training, and other similar conditions of employment.

## **Procedures**

The ADA is not an affirmative action statute, which means that employers are not meant to set goals or give special preference to disabled individuals. However, the ADA legislation does not protect giving preference to one of two equally qualified individuals who does not require any form of reasonable accommodation simply because the employer does not want to provide that accommodation.

## **Reasonable Accommodation**

Reasonable accommodation is described as a duty to remove or alleviate barriers to employment, physical or structural obstacles that inhibit or prevent access to job sites, facilities, or equipment, rigid work schedules that limit flexibility as to when work is performed or breaks taken and inflexible procedures that limit the way particular tasks are accomplished. Reasonable accommodation must be made for an "otherwise qualified" applicant or employee.

## **Responsibility**

Overall responsibility for directing and implementing the City of Boston Credit Union's ADA policy is assigned to the Board of Directors. Kindly direct your inquiries to any member of the labor committee in writing.

# **SEXUAL HARASSMENT POLICY**

## **1. Statement of Philosophy**

City of Boston Credit Union ("the Credit Union or the Company") is committed to maintaining a collegial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promises equal opportunities and prohibits discriminatory practices, including sexual harassment. At the Credit Union, sexual harassment, whether verbal, physical, or arising out of the work environment, is unacceptable and will not be tolerated. Sexual harassment violates both state and federal law. The liability of those found to commit sexual harassment ranges from a warning, a reprimand, referral to counseling, withholding of a promotion, reassignment, temporary suspension without pay, or termination of employment. In addition, those individuals who participate in sexual harassment may be liable for civil penalties as provided by state and federal law. No employer may retaliate against any employee who files complaint for sexual harassment either internally or through any state or federal agency.

## **2. Definition of Sexual Harassment**

For purposes of this policy, sexual harassment is defined as unwelcome or unwanted conduct of a sexual nature:

- Submission to the conduct by an individual is made, either explicitly or implicitly, a term or condition of an individual's employment, or is used as a factor in decisions affecting hiring, evaluation, promotion, or other aspects; or
- The conduct has the purpose or effect unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment.
- Examples of sexual harassment include, but are not limited to, unwanted sexual advances, assault or coerced sexual acts, demands for sexual favors in exchange for favorable treatment or continued employment, repeated sexual jokes, flirtations, advances or propositions, verbal use of sexual deficiencies, leering, whistling, touching, pinching, or suggestive, insulting, obscene or pictures. These examples of conduct, which may, depending upon the circumstances, constitute sexual harassment.

## **3. Scope of This Policy**

This policy applies to sexual harassment occurring in the Credit Union's premises and other settings where the Credit Union's employees may be exposed to sexual harassment in the course of or in connection with their employment by the Credit Union, including, but not limited to business trips, business-related social events, and company sponsored social events. This policy is designed for the protection of all the Credit Union employees and directors.

## **4. Report and Investigation**

The Credit Union has established the following informal and formal procedures for reporting and investigating sexual comments.

### **4.1 Informal Procedure**

#### **4.1.1 Direct Communications**

The best response to sexual harassment often involves direct communication. Individuals who believe that they or others are being sexually harassed, whenever possible, should notify the person whose conduct is in question firmly and promptly that his or her behavior is unacceptable. The Credit Union recognizes, however, that disparities of power or status may make such direct communication difficult or ineffective as a means of ending the harassment. No individual is required to confront the person whose conduct is in question before filing a complaint.

#### **4.1.2 Reporting**

If for any reason, an individual does not wish to communicate with the person whose conduct is in question, or if such communication does not successfully end the harassment, the individual should notify the Chief Executive Officer, President, Treasurer or Chairman of the Labor Committee.

Daniel E. Waltz, President & Chief Executive Officer -(617)635-2466

Timothy J. Smyth, Chairman – (617)635-2603

James R. Driscoll, Treasurer - (617)635-3011

Thomas J. Tinlin, Chairman, Labor Committee - (617)635-3011

#### **4.1.3 Response**

The person to whom the report is made, if the reporting individual so requests, may talk to the alleged offender on the individual's behalf or arrange for mediation between the parties involved with a third person acceptable to both. Alternatively, there may be instances where the individual seeks only to discuss matters with the person to whom he or she reports the harassment, and such discussion should be encouraged. The best course of action in any case will depend on many factors and therefore, the informal procedure should be and will remain flexible.

#### **4.1.4 Confidentiality: Summary Report**

The person to whom the report is made, and any other person involved in the informal procedure, should maintain the confidentiality of the report and the identity of the parties to the extent practical and appropriate under the circumstances. At the conclusion of the procedure, however, whether or not the procedure resolves the matter to the satisfaction

of the parties, the person to whom is made should furnish a brief report to the board of directors, outlining the allegation, the procedure and any resolution, but the memorandum should provide only such information as is consistent with the maintenance of confidentiality (e.g., a summary which omits information that would reveal the identity of the parties.) The Credit Union will make every effort to ensure that the confidential nature of this investigation is maintained.

However, the Credit Union cannot provide an absolute guarantee of confidentiality to any of the parties, as it must ensure that it undertakes a complete investigation of the allegations presented.

#### 4.1.5 Alternatives

If any party is dissatisfied with the outcome of the informal procedure, he or she may pursue the formal procedure as described below. The informal procedure is not, however, a required first step to the formal procedure.

#### 4.2 Formal Procedure

If the reporting individual does not wish to pursue the informal procedure, or if the informal procedure does not produce a result satisfactory to all the parties, the following steps should be followed to initiate a formal procedure.

##### 4.2.1 Notification

Any party wishing to initiate the formal procedure should make a report, orally or in writing, to any member of the Policy Committee or the Board of Directors and should request a formal investigation. The person to whom the report is made will, in turn, notify the Board of Directors.

##### 4.2.2 Investigation

After consultation with the Policy Committee, the Board of Directors will designate one or more individuals (who may be members of the Board of Directors, the Policy Committee, or others) to investigate the report. The persons or person so designated will promptly investigate the alleged sexual harassment. The investigation may include interviews of any individuals with knowledge of this situation.

##### 4.2.3 Resolution

Upon completion of the investigation, the person or persons investigating the alleged harassment will report their findings to the Board of Directors in writing with copies to the employees involved. The Board of Directors will give the employees involved an opportunity to submit written comments and will consult with the Policy Committee before making its final decision. If the Board of Directors finds that any Credit Union employee has been subjected to sexual harassment, the Board of Directors will take immediate and appropriate corrective action. Promptly after making its final decision the Board of Directors will furnish to the Policy Committee a report outlining the allegations, the investigation and resulting findings, and the decision of the Board of Directors (the "Final Report"). The Final Report will include any sanctions or other corrective action taken. Copies of the Final Report will be placed in the personnel folder of each employee involved.

#### 4.2.4 Sanctions

Employees found to have engaged in sexual harassment will be subject to appropriate discipline. Appropriate discipline will be determined by the Board of Directors and may include one or more of the following: a warning, reprimand, referral to counseling, withholding of a promotion, reassignment, temporary suspension without pay, or termination of employment.

#### 4.2.5. Confidentiality

The Credit Union cannot guarantee the confidentiality of this information will be absolute, but will endeavor to ensure that it will be maintained to the extent practical and appropriate under the circumstances.

### General Provisions

#### 4.3.1 Non-employee Conduct

The Credit Union's authority to impose sanctions on a non-employee (e.g., contractor, vendor, or customer.) is limited. In resolving reports of sexual harassment involving the conduct of a non-employee, the Credit Union will consider the extent of the Company's control and legal responsibility with respect to such non-employee.

- 4.3.2. Retaliation against any person for reporting a claim of allegations or sexual harassment violates both federal and state law. The Credit Union will not retaliate in any way against an individual who reports sexual harassment, nor will the Credit Union permit any of its employees to do so. Any employee found to have retaliated against another employee for reporting sexual harassment will be subject to appropriate discipline, which may include any of the sanctions described in Paragraph 4.2.4.

#### 4.3.3. Records

The Credit Union will retain for a period of three years, (or such other period as the Board of Directors may determine to be appropriate in the circumstances.) records of all reports submitted to the Board of Directors and the Policy Committee, all investigation, findings and recommendations for discipline by the committee, and all actions taken by the Board of Directors under this policy. The Credit Union will take appropriate steps to safeguard the confidentiality of such records to the extent appropriate and possible.

#### 4.3.4. External Filing

The Massachusetts Commission Against Discrimination (the "MCAD") is a state agency empowered to investigate and adjudicate claims of sexual harassment and retaliation. The MCAD is located at One Ashburton Place, Boston Massachusetts 02108 and may be contacted by telephone at (617) 727-3990. The Equal Employment Opportunity

Commission (the "EEOC") is the federal agency charged with investigating and adjudicating claims of sexual harassment and retaliation. You may contact the EEOC at One Congress Street, Room 1001, Boston Massachusetts, 02114 or by telephone at 617) 565-3200.

You may file complaints for sexual harassment at the MCAD or the EEOC: You also have the right to file your complaint at both of these agencies. Contact the MCAD or the EEOC directly if you have any questions about initiating a complaint.

**Articles of Agreement Between  
City Of Boston Credit Union And  
Communications Workers of America, AFL-CIO**

This agreement made and entered into as of the 1st day of July 2018 by and between the City of Boston Credit Union, hereinafter referred to as the "Employer" and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union".

**ARTICLE I RECOGNITION**

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all its employees in the collective bargaining unit.

**ARTICLE II UNION SECURITY**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing and those who are not members on the effective date of this Agreement, shall not later than the 30th day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by the Agreement and hired on or after its effective date shall, not later than the 30th day following the beginning of such employment become and remain members in good standing in the Union.

**ARTICLE III PAYROLL DEDUCTIONS -AUTHORIZATION**

SECTION I. The Employer agrees to make payroll deductions of Union dues and initiation fees or the equivalent thereon when authorized to do so by the employees on a form as set forth below in an amount as certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union the amount so deducted.

NAME \_\_\_\_\_ LOCATION \_\_\_\_\_

(Please Print) Last, First, Middle

**SECTION 2.** The undersigned hereby authorizes the City of Boston Credit Union to deduct from my wages an amount equal to the regular monthly dues to be deducted weekly as certified to the Employer by the Secretary- Treasurer of the Communications Workers of America, AFL-CIO and remit the same to the Secretary- Treasurer of the Communications Workers of America, AFL-CIO or his duly authorized agent. This authorization may be revoked by me at any time by written request to the Employer, or by written request by the Secretary- Treasurer of the Union to the Employer's appropriate representative.

Resident Address \_\_\_\_\_ Signature of Employee \_\_\_\_\_  
City or Town \_\_\_\_\_ State, \_\_\_\_\_ Zip. \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Date Effective. \_\_\_\_\_  
Date Received by Employer. \_\_\_\_\_

**SECTION 3.**

- A. If the payroll deduction authorization card is received on or before the twentieth of the month, the first deduction will be made in the following month.
- B. If for any reason, the Employer is unable to make the authorized monthly deduction from pay in any payroll week, the Employer will deduct the accumulated authorized monthly deduction in an ensuing month when the employee's pay is sufficient.
- C. When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorization shall be automatically resumed when the individual on leave is placed on the payroll.

**ARTICLE IV GRIEVANCE PROCEDURE-ARBITRATION**

**SECTION 1.** All questions, disputes, or grievances as to the interpretation or performance of the terms of this Agreement shall first be taken up between the Employer and the Union's Stewards. In the event no satisfactory settlement of the issue is reached, such questions, dispute, or grievance shall be reduced to writing by the Union within thirty (30) days and shall then be considered by the Employer and a representative designated by the Union.

**SECTION 2A.** An effort to accomplish a satisfactory statement shall be considered in the following steps by the following people:

### **Step I**

The Union steward, with or without the aggrieved employee, and with or without the Union representative, shall present the grievance orally to the VP of Operations or the Employer's designee. The parties shall attempt to resolve the grievance informally. If they are unable to do so, the Union shall reduce the grievance to writing, within **thirty** (30) calendar days after the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived. The VP of Operations or the designee shall respond to the grievance in writing within seven (7) calendar days of the Union's submission of the grievance to him/her.

### **Step II**

If the grievance is not settled at Step #1, it shall be presented in writing to the CEO or his/her designee within fourteen (14) calendar days of the written submission of the grievance to the VP of Operations or his/her designee, or seven (7) calendar days after the VP of Operations or his/her designee's Step #1 answer is received, or it shall be waived. The CEO or his/her designee shall hold a Step #2 hearing on the grievance within seven (7) calendar days after he/she received it and shall issue a written answer thereto within seven (7) calendar days after the hearing has been completed.

### **Step III**

If the grievance is not satisfactorily resolved at Step #2, the grievance may be submitted to the Employer's Collective Bargaining Chairman (Chairman of the Labor Committee) within seven (7) calendar days of the Union's receipt of the CEO or his/her designee's Step #2 response or within thirty (30) calendar days after the grievance has been presented in writing at Step #2, or it shall be waived. A Step #3 hearing shall be held within seven (7) calendar days of the receipt of the Union's submission to Step #3. The Chairman shall issue an answer to the grievance within thirty (30) calendar days of holding the Step #3 hearing.

**SECTION 2B.** Should the Employer and the Union Representative fail to reach a satisfactory adjustment of the matter either party may require arbitration of same by giving written notice to the other within thirty (30) calendar days from the Union's receipt of the step #3 decision on the grievance referred to above or the grievance shall be waived.

**SECTION 2C.** At the request of either party, time limits at any step of the grievance and arbitration procedure may be waived by mutual agreement. However, if the Employer fails to request a waiver of time limits or provide a response to the Union within the prescribed time frame, then the Union shall consider the non-response as a denial and the Union shall have **thirty** (30) calendar days from the date a response was due to advance the grievance to the next step in the grievance procedure.

**SECTION 3.** Any grievance not adjusted between the Employer and the Union as provided in Section 2 of this Article shall upon written request of either party be referred for determination to an Arbitrator selected by agreement of the parties. In the event the parties are unable to select an Arbitrator who is mutually acceptable within twenty (20) days after the written notice to arbitrate has been given, the Arbitrator shall be designated by the American Arbitration Association at the

request of either of the parties.

SECTION 4. Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fee and expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties hereto.

SECTION 5. The decision of the Arbitrator shall be final and binding upon both parties except if an employee is discharged for an act of theft of funds on deposit with the credit union, and such employee is criminally prosecuted for such acts, or if prosecution is contemplated, the Union may defer the decision to arbitrate such discharge until such prosecution is finally adjudicated and all appeals are exhausted. If the employee is convicted for such theft and such conviction is not overturned on appeal, neither the union nor the employee may submit the discharge to arbitration.

SECTION 6. The time limits provided above may be extended or waived by agreement of the parties in writing.

#### **ARTICLE V DISCIPLINE**

SECTION 1. No employee covered by this Agreement that has been employed for six (6) months or more, shall be suspended, demoted, discharged or otherwise disciplined except for just cause.

SECTION 2. The Employer shall warn an employee who is failing in the Employer's judgment to meet the required standards of job performance or attendance, prior to any discharge or demotion, except in the case of theft and misconduct. Nothing in the forgoing shall prevent the Employer from immediately removing an employee from the premise. After the employee has been given a warning, the Union Representative shall be notified by the Employer of such action, unless the employee has requested a Union Representative to be in attendance, and in this case this will be deemed notification to the Union.

SECTION 3. The questions of whether "just cause" exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

#### **ARTICLE VI UNION REPRESENTATIVE**

SECTION 1. Any one employee will be designated by the Union and will be granted the necessary time off to carry out the business on the Union. Such time off shall be without pay but shall be considered as time worked for the purpose of determining seniority, wage increases, and other benefits. The name of the employee so designated shall be submitted to the Employer and the Employer shall not be obligated to deal with any other employee on Union business other than the aforesaid designee.

SECTION 2. No Union Representative shall suffer a loss in pay while attending any joint Union Employer meeting or for reasonable travel time to and from such meetings. It is understood that such joining meetings and travel time is considered work time.

**ARTICLE VII COLLECTIVE BARGAINING**

SECTION 1. The Employer and the Union shall keep each other informed of the personnel authorized to represent them.

SECTION 2. Meetings between the representatives of the Employer and the Union shall be held upon reasonable notice by either party to the other.

SECTION 3. This Agreement may be amended at any time upon mutual agreement of the parties, the provisions of Article XXIII notwithstanding.

SECTION 4. The Employer and the Union agree to commence bargaining in January of the year the contract expires, or at such other time agreed upon by the parties.

**ARTICLE VIII STATE OR FEDERAL LAWS**

Nothing in this Agreement shall be construed to require either parties to act contrary to any State or Federal law. In the event such condition arises, it is agreed that this Agreement shall be deemed to be modified in respect to either or both parties to the extent necessary to comply with the law.

**ARTICLE IX WORKING PRACTICES**

Unless otherwise provided for in the contract, all existing practices and policies will continue in effect.

**ARTICLE X PROMOTIONS- TRANSFERS**

SECTION 1. When a job opening occurs in any of the occupational classifications covered by this Agreement, the Employer shall adhere to the principle that seniority shall govern, when all qualifications of the individuals being considered are determined to be equal.

SECTION 2. The Employer shall post notices of all vacancies. Such notices will remain posted for seven (7) calendar days. The notice shall contain the occupational classification, rate of pay, schedule and the qualifications for the position. The following form may be submitted by any employee who wishes to be considered for such opening.

---

BID FOR POSITION OPENING

Lateral Request \_\_\_\_\_

Promotion \_\_\_\_\_

Name \_\_\_\_\_ Bulletin Number \_\_\_\_\_

Seniority Date \_\_\_\_\_ Date Posted \_\_\_\_\_ Present

Position \_\_\_\_\_ Date \_\_\_\_\_

Position Applied For \_\_\_\_\_

**FINAL DISPOSITION:**

(Prepare in triplicate)

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**SECTION 3.** The employee shall be placed at the wage rate on the table to which he/she has been promoted.

**SECTION 4.** Temporary Promotions

A. When an employee is needed to fill in on a temporary basis, a higher-grade position, the assignment will be offered to the senior qualified employee in the next lower classification.

B. The employee temporarily assigned to the higher position will receive one-fifth (1/5) of the basic weekly wage rate of the higher table in accordance with his/her existing wage-rate length of service for any part of a day of his/her temporary assignment.

**ARTICLE XI BULLETIN BOARD**

The Employer agrees that the Union may post on company supplied bulletin board factual information pertaining to the operation of the Union and other such information as the Union deems pertinent. The location of the bulletin board shall be designated by the Employer but must be on Company premises.

**ARTICLE XII SAFETY SCREENS**

The Employer agrees that all video protective screens will be provided on all computer screens for the protection of the employee, upon request of the employee.

**ARTICLE XIII WAGES/BONUS**

**SECTION 1.** Employees will receive a 3% wage increase beginning with the first pay period in July 2018 Employees will receive a 2.5% wage increase beginning with the first pay period in July 2019, and an additional 2% wage increase beginning with the first pay period on July 2020.

For fiscal years 2021 and 2022, the parties agree to reopen the contract for the sole purposes of negotiating wage increases and health insurance and dental insurance for those years.

The parties agree to implement the attached salary grid (ARTICLE XXVII, Section 3), which

implements the wage increases above.

**SECTION 1A.** Positions covered by this contract include:

Part Time Teller, Full Time Teller, Member Service Representative I, Member Service Representative II, Assistant Head Teller, Collection Specialist, Mortgage Processor Specialist and ATM/Debit Card Specialist, ATM/Debit Card Representative.

**SECTION 2.** LONGEVITY BONUS - five hundred dollars (\$500.00) to employees with eight years of service, payable annually.

**SECTION 3.** TRAVEL - If during their workday an employee is required to report to a location other than their normal reporting location, the Employer will provide the cost of transportation to and from the other location.

An employee that is required to report to a location other than their normal reporting location on Patriot's Day shall be reimbursed for the cost of transportation to and from their permanent known residence.

An employee may choose to use his/her own personal vehicle and be reimbursed at the current IRS rate.

**ARTICLE XIV WORK WEEK**

**SECTION 1.** The normal work week shall be thirty-five (35) hours based on a five (5) consecutive day week and consists of seven (7) hour days from (8:45) A.M. to (4:45) P.M. with one (1) hour for lunch (unpaid) and two (2) fifteen (15) minute breaks during the day (paid). The Credit Union in its discretion may establish and implement an alternative work week schedule based on a four (4) day work week consisting of nine (9) hour work days with one (1) hour for lunch (unpaid) and two (2) fifteen (15) minute breaks (paid).

**SECTION 1 A.** Flex Hours: 7:45 A.M. - 8:45 P.M... An alternative work schedule may be established and implemented as the needs of the business require.

**SECTION 2.** Daily Overtime

Daily overtime, at a rate of time and one-half will be paid to employees who work in excess of a seven (7) hour day. This provision is intended to apply to those employees who are normally and regularly scheduled to work a seven (7) hour day. It shall not apply to those employees who are normally and regularly scheduled for other schedules, e.g., nine (9) hour workdays/ four (4A) days per week. Employees on a nine (9) hour workday/four (4) days per week shall receive daily overtime at a rate of time and one-half when they work in excess of a nine (9) hour day.

**SECTION 2A.** Weekly Overtime

Weekly overtime shall be paid for at a rate of time and one-half for time worked on a sixth day. In the application of the proceeding provision, unauthorized absence shall not be considered as time worked for the purpose of computing weekly overtime.

SECTION 3. Overtime at the rate of one and one-half the applicable hourly rate will apply for all hours worked on a Holiday plus Holiday pay as provided for in the Agreement.

SECTION 4. DISTRIBUTION OF OVERTIME

- Management reserves the right to schedule employees for overtime for up to two hours beyond their normal workday, when necessary, to insure the efficient operating needs of the Credit Union. Overtime assignments shall be filled two days before the overtime is scheduled to begin. Subsequently overtime work must be accepted or refused two days before the overtime is scheduled.
- Employees who are called back to work, on a voluntary basis, after their work shift shall be paid minimum of 4 hours overtime.
- Distribution of Overtime - Management will take steps to insure overtime is distributed on a fair and equitable basis. These steps will be reviewed with the Local Union Steward prior to implementation.
- The need for overtime assignments will be made by the Vice President of Operations and in his/her absence the Chief Executive Officer and the Credit Union Local Steward shall be so notified. Employee will be offered the overtime in accordance with the local overtime rules.
- Employees regardless of their assignment or other circumstances will be treated equally in the charging of hours for overtime assignments worked.
- Whenever an overtime assignment is accepted and not worked, no matter the reason, the hours associated with the overtime shall be charged to the employee's total hours.
- Employees on *days off; personal days, vacation days, administrative days,* etc. will not be charged for refusing overtime work.
- Management will post all overtime on the Department Bulletin Board with the names of employees eligible for overtime. Employees expressing an interest in performing overtime shall place an "A" (**available**) beside their name.
- Overtime will be offered by hours (lowest to highest) with the following exceptions:
  1. Cases where a Department emergency exists.
  2. Cases where an employee possesses a unique and special qualification.
- Records -The Union Steward shall be responsible for keeping records associated with the distribution of overtime and will be given sufficient Company paid time to accomplish this assignment. These records should be kept for six months so that complaints of unfair and inequitable distribution of overtime can be researched. After six months the records may be destroyed.

- Employee's complaints relative to fair and equitable distribution of overtime may file a grievance in accordance with Article IV of the Collective Bargaining Agreement.
- Procedure for Charging Hours -At the time an employee's name is reached on the overtime list that employee will be charged hours based on the following standards:
  1. Employee accepts an overtime assignment, that employee will be charged the hours associated with that assignment.
  2. If an employee refuses overtime, that employee will be charged the hours associated with that overtime assignment.
  3. Exception for charging Hours for Overtime - Employees taking approved personal days, vacation days, administrative days, legitimately out sick, on maternity/paternity leave, bereavement leave, military leave or on suspension shall not be charged hours for refusing overtime. Also, employees assigned overtime work that runs in excess of the originally scheduled hours, shall not be charged the hours, and employees who accept overtime and the overtime is later canceled shall have those hours deducted from the total hours charged.
- Forced Overtime -These procedures are designed so that when conditions necessitate the Credit Union to "force" employees to work on an overtime basis:
- It is the policy of the Credit Union that employees will be assigned on an overtime basis only when necessary. It is also the policy of the Credit Union that all attempts to distribute overtime on a voluntary, fair and equitable basis will be exhausted before an employee is "forced" to work overtime and at least a two (2) day notice must be given to allow the "forced employee" to take care of personal and/or family needs.  
Examples of forced overtime situations include but are not limited to the Credit Union manpower needs, emergency situations, etc.
- Employees out sick, on maternity/paternity leave, bereavement leave shall not be forced to work overtime.
- Employees with the least amount of overtime worked two days prior to the overtime will be assigned the overtime first.
- Employees with the least amount of overtime hours working the day following the overtime will be assigned second.
- If it becomes necessary, employees on days off will be assigned third.

## **ARTICLE XV HOLIDAYS**

**SECTION 1.** The following holidays will be observed by the Employer and all employees will receive time off with straight pay (except if work is necessary the overtime provision of Article XIV will apply) provided the employee works on the full last day before and the full first day after the holiday unless there is adequate excuse for the failure to do so.

- |                          |  |
|--------------------------|--|
| 1. New Years' Day        | 7. Columbus Day  |
| 2. Martin Luther King    | 8. Veteran's Day                                       |
| 3. Washington's Birthday | 9. Thanksgiving Day                                    |
| 4. Memorial Day          | 10. Christmas Day                                      |
| 5. Independence Day      | 11. Employees Birthday (to be taken within (60) days.) |
| 6. Labor Day             |  |

**SECTION 2.** In the event a holiday falls on a Saturday or Sunday, the Employer may designate either the preceding Friday or the following Monday as the holiday.

**SECTION 3.** Employees who call in sick the day before or the day following a holiday may be compensated for that holiday. In order to be paid for the holiday management may request documentation to certify the reason for absence.

**SECTION 4.** If a holiday falls on an employee's regularly scheduled day off, he/she shall receive an additional day off during the week in which the holiday falls.

**SECTION 5.** If a branch is closed on a holiday not listed above all employees shall be offered work at another branch, travel reimbursement will be paid by the company.

## **ARTICLE XVI VACATIONS**

### **SECTION 1.**

Eligibility for vacations shall be based on the employee's anniversary date year.

#### **A. One Week Vacation**

An employee who has completed six months of service during the calendar year shall be entitled to a one week vacation with pay unless the employee's date of employment establishes eligibility for two weeks vacation. If an employee becomes eligible for such vacation week on or before December 1<sup>st</sup> such vacation week may be taken in the following year provided it is completed prior to March.

#### **B. Two Weeks Vacation**

An employee who entered the employ of the Company prior to April 1<sup>st</sup> of the vacation year and who has completed 6 months service shall be entitled to a two week vacation with pay each year, subject to Section 2.

#### **C. Three Weeks Vacation**

An employee who has been employed by the Employer for a period of four (4) years on the anniversary date shall be entitled to a three (3) weeks vacation with pay each year.

D. Four Weeks Vacation

An employee who has been employed by the Employer for a period of nine (9) years on the anniversary date shall be entitled to a four (4) weeks vacation with pay each year.

E. Five Weeks Vacation

An employee who has been employed by the Employer for a period of twelve (12) years on the anniversary date shall be entitled to a five (5) weeks vacation with pay each year.

F. Six Weeks Vacation

An employee who has been employed by the Employer for a period of twenty five (25) years on the anniversary date shall be entitled to six (6) weeks vacation with pay each year.

SECTION 2.

A. Vacations request will be granted to any employee during the month of December of any year, subject to the needs of the Credit Union.

B. Vacations shall not be cumulative, that is, an employee may not remain on duty during one vacation period in order to take a double vacation during the following year with the exception of employees who are affected by the provisions of C and D in this section.

C. Employees may split two (2) week vacation periods, but shall not be required to do so by agreement.

D. Any employee who has an unused vacation period remaining after taking a two (2) week vacation period in a calendar year must take the unused vacation during January or February of the following year.

E. Any employee entitled to a two (2) week vacation period during a calendar year and has an unused vacation remaining at the end of the calendar year must take the unused vacation during the month of January of the following year.

SECTION 3.

A. Vacations shall be paid at the employee's base pay weekly rate.

B. Vacation requests shall be honored according to seniority within the location and occupational classification, and vacations will be scheduled by the Employer and subject to the business and workload of the Employer according to the request of the employee.

C. Employees dismissed or laid off prior to vacation shall receive prorated vacation pay.

D. If an employee leaves the employ of the Company prior to his/her service date, any unearned vacation time taken shall be deducted from the employee's severance pay.

**ARTICLE XVII SICKNESS DISABILITY AND PERSONAL DAYS**

All employees covered by this Agreement who have completed six months of continuous service with the Employer shall be subject to the following provisions:

**SECTION 1:**

- A. Any new employee must have completed a period of six months continuous service in order to be entitled to one (1) sick day per month, commencing on the seventh month of employment to the end of the calendar year.
- B. Sick leave days not used in the year it accrues shall be accumulated for the subsequent year.
- C. Sick leave days not used prior to an employees' retirement shall be paid at a rate of 30% of their then current salary.
- D. Employees will be allowed six (6) personal days with a 24-hour prior notice to management, which is subject to the operating needs of the Credit Union.
- E. Personal days not used in the year they accrue may be accumulated as sick days for the subsequent year.
- F. Employees who are absent less than five (5) days in a calendar year will be granted a seventh (7<sup>th</sup>) personal day in the next calendar year.

**SECTION 2. Buy Back of Sick Days**

Any employee who has used less than five (5) sick days in a twelve month period ending December 31<sup>st</sup> of any year may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

Sick Days Used	Cash Redemption
0	5 days' pay
1	4 days' pay
2	3 days' pay
3	2 days' pay
4	1 days' pay
5	0 days' pay

**SECTION 3. Reporting of Sick Days**

- A. Employees shall be granted sick leave without loss of pay as provided in Section I of this Article providing that the employee notifies his/her supervisor by the first hour of his/her absence.
- B. The Employer may require from an employee who has been absent for five or more consecutive days a Physician's Certificate attesting to such illness.
- C. Abuse of sick leave should not be tolerated. Situations which suggest abuse may include any absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods. The employer may request a physician's certificate in situations of suspected abuse.
- D. The employer may meet with the employee in order to determine whether the employee has a valid reason to justify such absences or any other concerns regarding unusual sick leave usage.
- E. In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick leave and agrees to reasonably interpret and apply this provision.
- F. The parties acknowledge that abuse of sick leave is a serious matter and such abuse can lead to disciplinary action up to and including termination.
- G. The parties intend for this provision to be compliant with applicable law.

**ARTICLE XVIII LEAVES OF ABSENCE**

**SECTION 1. Maternity Leave.**

- A. Full time employees employed by the Credit Union for a minimum of six (6) months are entitled to up to eight (8) weeks unpaid maternity leave for the purpose of giving birth or adopting a child under the age of 18 or adopting a child under the age of 23 if the child is mentally or physically disabled.
- B Employees must give at least two weeks notice to her employer of her anticipated date of departure and intention to return. Mass. General Laws Chapter 149.S.S.
- C. For full time employees employed by the Credit Union for a minimum of two years, the Employer will continue to provide medical insurance for a maximum of three (3) months at the contractual rate (as specified in Section 1 a & c of Article XXIII above), after all vacation and sick leave has been used on a continuous basis.
- D. All maternity leaves of absence will be for a maximum of a six (6) month period measured back from the date the employee's leave begins.

**SECTION 2. Other Leaves**

Leaves of absence for other reasons may be granted to an employee without pay, upon

written request through the management to the Labor Committee. Leaves will be granted for a maximum period of six calendar months.

### SECTION 3. Paid Leaves of Absence

Subject to the operating needs of the Credit Union a leave of absence without loss of pay will be permitted for the following reasons:

#### A. Bereavement Leave.

In the event of the death of an employee's parent, child, husband, wife, domestic partner, sister, brother, father-in-law, mother-in-law, including also step children, step parents, adopted children, or other relatives including foster children that have lived in the employee's household for the last year (365 day period) prior to the passing, an employee will be granted five (5) days off at the time of death. The employee shall be reimbursed for seven (7) hours pay each day at the employee's regular hourly rate of pay.

In the event of the death of an employee's sister-in-law, brother-in-law, grandparent or grandchild, an employee will be granted three (3) days off at the time of death. The employee shall be reimbursed for seven (7) hours pay each day at the employee's regular hourly rate of pay.

In the event of the death of the employee's aunt, uncle, niece or nephew, an employee will be granted one (1) day off at the time of death. The employee shall be reimbursed for seven (7) hours pay each day at the employee's regular hourly rate of pay.

Bereavement leave is not to be deducted from the employee's sick leave.

To be eligible for Bereavement Leave, the employee must have completed six (6) months of service. A probationary period employee may take an unpaid leave for purposes of bereavement for the family members specifically listed and in consistent with this Section.

#### B. Jury Duty.

Employees will be compensated 100% of salary for the period of required Jury Duty, provided the employee remits to the Employer any witness fees and/or compensation for such Jury Duty (excluding travel expenses) for the period of required Jury Duty.

C. Attendance by an employee who is a veteran as defined in Section 21 Chapter 31 of MGL, as a pallbearer, escort, bugler, or a member of a firing squad, or color squad at the funeral or memorial service of a veteran, or any person who dies under the Armed Services of the United States.

D. Attendance at hearings in Workers Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Credit Union.

E. Attendance in court when required (by a subpoena) to testify as a witness in a criminal

case where the employee is to testify on matters which occurred during the course of employment or for the purpose of filing a complaint or filing complaints against the person for action which took place during the course of employment.

F. Military Leave

Every employee who is covered by this Agreement, who is a member of a reserve component of the Armed Forces of the United States, shall be granted in accordance with Section 59 of Chapter 33 of the MGL, a leave of absence with pay during the time of his/her annual tour of duty as a member of such reserve component, provided that such leave does not exceed seventeen ( 17) days.

G. Blood Donations

**ARTICLE XIX LAY OFF PROVISIONS**

Should the Employer find it necessary to layoff employees, the procedure set forth in the Article shall apply.

**SECTION 1.A** All part time employees laid off first.

**SECTION 1.B** Regular employees with less than one year service.

**SECTION 2.** The Employer will give each employee two weeks notice.

**SECTION 3.** Any, current, permanent, full time employee who is laid off for lack of work under the provisions of this Article shall receive a termination allowance of the employee's basic rate of pay as follows:

1 to 10 years service	5 weeks pay
11 years or more service	10 weeks pay

**SECTION 4.** Surplus employees in the occupational classification affected shall be afforded the opportunity to "bump" a less senior employee in a lower classification.

**ARTICLE XX MANAGEMENT CLAUSE**

Subject only to the express limitation contained in this Agreement the Employer retains the exclusive right to manage its business including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, assign and direct the work force and to conduct its operation in a safe and effective manner.

**ARTICLE XXI STRIKES & LOCKOUTS**

The Union and the Employer agree that neither party will contribute to or cause a strike, lockout, slowdown, or other work stoppage or withholding of services during the life of this Agreement.

**ARTICLE XXII AUTOMATION**

**SECTION 1.** A. The Union agrees that the Employer may subcontract any work to be data processed. The Employer agrees that the use of automated equipment will not result in the termination of employment by the employee.

B. The Employer agrees to train and educate the employees in the use of any automated equipment installed in the Credit Union.

## **ARTICLE XXIII - HEALTH & WELFARE**

### **SECTION 1. Health and Dental Insurance**

- a. For FY 2018 the employer agrees to maintain the existing health insurance plan under existing terms and conditions.
- b. The employer shall have the right to seek out and provide alternative health insurance providers and plans with generally similar plan design. Employees who enroll in an employer-provided plan will pay 5% of the premiums plus \$2.50 per week if in an individual plan or \$5.00 per week if in a family plan. The employer agrees that there will be no increased cost to the membership except for annual premium increases that may be required by the insurer. Further the employer agrees to reimburse subscribers for all regular health insurance deductibles.
- c. For FY 2018 the employer agrees to maintain the existing dental insurance plan under existing terms and conditions.
- d. The employer shall have the right to seek out and provide alternative dental insurance providers and plans with generally similar plan design. Employees who enroll in an employer-provided plan will pay 5% of the premiums. Employees will continue to be responsible for all dental deductibles.
- e. In years 4 and 5 of this agreement, the employer may reopen negotiations regarding health and dental insurance.
- f. Should less than ten (10) employees choose not to enroll in the health care and dental insurance plans offered by the Employer, the Employer shall provide a bonus payment of \$1,000.00 per year to the employee for the coverage period, in lieu of health care and dental insurance coverage. If the number of full time employees who opt not to enroll in the health care and dental insurance plans is ten (10) or more, this payment amount will be increased to \$2,500.00 per year. Any employee choosing this option shall remain ineligible for health care and dental insurance coverage until the next coverage year. Payments will be made quarterly in arrears.

### **SECTION 2. Vision Benefits**

The Employer will reimburse any employee and the employee's children and spouse up to a maximum of \$250 per household once every two (2) years for the necessary purchase of corrective eyeglasses. Reimbursements will be issued upon receipt of a doctor's prescription and proof of purchase of the eyewear.

### **SECTION 3. Retirement Plan**

The Employer agrees to provide a pension plan for all covered employees under this Agreement. The agreed plan "City of Boston employees' Credit Union Money Purchase Pension Plan" shall be based on a five percent (5%) contribution by the Employee and a six percent (6%) contribution by the Employer. Administration of the Plan shall be governed by the Plan document, as amended from time to time.

The Employer's contribution shall not exceed \$5,000.00 in any given year.

To obtain retirement status with the Employer, an employee must have attained 35 years of creditable service and have reached the retirement age of 65.

For eligible retired employees, the Employer will make health insurance available until the retiree becomes eligible for Medicare. The cost of the health insurance shall be split equally (50/50) between the Employer and the retiree. Retiree health insurance is subject to the provisions described in SECTION 1 of ARTICLE XXIII above.

SECTION 4. During the life of this agreement, the Employer shall have the right to seek out other Health and Dental service providers as long as there is no diminishment in benefits including network availability. If new plans are not exactly the same, the parties will meet to resolve any differences.

SECTION 5. Long Term Disability

The Employer will continue to provide medical insurance for a maximum of three months at the contractual rate (as specified in SECTION 1, a & c of ARTICLE XXIII above) for employees who are on a legitimate disability leave.

SECTION 6. 401K Plan -The Employer agrees to provide access to a 401K savings plan for the employees.

SECTION 7. Term Life Insurance

The Employer will provide term life insurance up to a maximum benefit of twenty thousand dollars (\$20,000.00) for active employees. The parties understand that the coverage is reduced by 35% for active employees who reach the age of 70 and reduced by 50% for those active employees who reach age 75.

SECTION 8. At the request of the Union during the life of this agreement, the parties agree to continue offering an employee paid Disability Insurance program such as those offered by AFLAC.

SECTION 9. Long Term Disability Insurance - The Employer agrees to provide a Long Term Disability Insurance program for all employees covered by this agreement and to contribute fifty percent (50%) of the cost of the premium.

SECTION 10. Short Term Disability Insurance – Within 30 days of the effective date of this agreement, the parties agree to meet to discuss the possibility of adding short term disability benefits.

SECTION 11. Prior to July 1, 2014, the Employer established a Flexible Spending Account (FSA) to be used and funded by the employee to manage their healthcare costs. Participation in this FSA will be at the option of the employee.

**ARTICLE XXIV TUITION AID**

Any Employee participation in a Tuition Aid Program will be required to:

1. Submit proof of acceptance to a course or program when applying for reimbursement.
2. Complete the course with a passing grade to the employee's own expense before reimbursement.

The Company will bear the cost of graduate and undergraduate level work (job related) upon satisfactory completion of the course as follows:

A=75%

B=60%

C=45%

Pass/Fail Course= 50%

The Employee must pass the course to be eligible for reimbursement.

## **ARTICLE XXV OCCASIONAL EMPLOYEES/PART-TIME EMPLOYEES**

**SECTION 1.** OCCASIONAL EMPLOYEES -An occasional employee is an employee who is engaged for a period of not more than six (6) months in any calendar year.

**SECTION 2.** PART-TIME EMPLOYEES - A part-time employee is an employee who works 24 hours or less during the normal workweek. Part-time employees are eligible for union membership. Part-time employees will receive the same sick leave and vacation benefits as a full time employee, with pay pro-rated to part time hours worked. Part time employees will be paid for holidays they are normally scheduled to work and for the number of hours they would have been scheduled to work. Part time employees are not entitled to health care or dental insurance benefits but are entitled to participate in the Credit Union's Employees' Money Purchase Plan.

## **Article XXVI Reimbursement Fund Deleted**

## **ARTICLE XXVII DURATION OF AGREEMENT**

**SECTION 1.** This Agreement shall be effective as of July 1, 2018 and shall remain in effective for a period of sixty (60) months to and including June 30, 2023, and shall continue in effect thereafter until terminated by written notice given by either party expressly stating its intention to terminate this Agreement, in which case it shall terminate sixty (60) days following receipt of such notice. Within thirty (30) days of receipt of such notice to terminate this Agreement the Union and the Employer shall continue collective bargaining with respect to a new Agreement.

**SECTION 2.** In addition to the right of either party to terminate this Agreement as specified above, either party may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations or modifications or amendments to this Agreement. If such written request is made (and the other party has not terminated the Agreement), the parties shall negotiate on modifications and amendments as proposed by either party and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving sixty (60) days written notice of termination to the other party.

5 Step Wage Progression Chart

<b>Part-Time Teller</b>			3%	2.50%	2%
Step	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Step 1	\$16.48	\$ 16.97	\$ 17.48	\$ 17.92	\$ 18.28
Step 2	\$16.81	\$ 17.31	\$ 17.83	\$ 18.28	\$ 18.65
Step 3	\$17.15	\$ 17.67	\$ 18.19	\$ 18.65	\$ 19.02
Step 4	\$17.49	\$ 18.01	\$ 18.56	\$ 19.02	\$ 19.40
Step 5	\$18.51	\$ 19.06	\$ 19.63	\$ 20.12	\$ 20.53
<b>Teller</b>					
Step	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Step 1	\$18.51	\$ 19.07	\$ 19.64	\$ 20.13	\$ 20.53
Step 2	\$18.91	\$ 19.48	\$ 20.06	\$ 20.56	\$ 20.97
Step 3	\$19.13	\$ 19.71	\$ 20.30	\$ 20.81	\$ 21.22
Step 4	\$19.73	\$ 20.32	\$ 20.93	\$ 21.45	\$ 21.88
Step 5	\$20.93	\$ 21.55	\$ 22.20	\$ 22.76	\$ 23.21

**NOTE: If a current teller who has been in the position for 18 months wishes to go part time their hourly salary will not decrease. They will continue to follow the full time teller hourly salary scale.**

<b>Assistant Head Teller</b>					
Step	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Step 1	\$21.93	\$ 22.59	\$ 23.27	\$ 23.85	24.33
Step 2	\$22.14	\$ 22.80	\$ 23.48	\$ 24.07	24.55
Step 3	\$22.31	\$ 22.98	\$ 23.67	\$ 24.27	24.75
Step 4	\$22.51	\$ 23.18	\$ 23.88	\$ 24.47	24.96
Step 5	\$23.07	\$ 23.76	\$ 24.47	\$ 25.08	25.58
<b>Member Service Representative I</b>					
Step	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Step 1	\$23.54	\$ 24.24	\$ 24.97	\$ 25.59	26.11
Step 2	\$23.70	\$ 24.41	\$ 25.15	\$ 25.78	26.29
Step 3	\$23.85	\$ 24.56	\$ 25.30	\$ 25.93	26.45
Step 4	\$23.98	\$ 24.70	\$ 25.44	\$ 26.08	26.60
Step 5	\$24.31	\$ 25.04	\$ 25.79	\$ 26.43	26.96
<b>Member Service Representative II</b>					
Step	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Step 1	\$25.17	\$ 25.93	\$ 26.70	\$ 27.37	\$ 27.92
Step 2	\$25.37	\$ 26.13	\$ 26.92	\$ 27.59	\$ 28.14
Step 3	\$25.53	\$ 26.30	\$ 27.08	\$ 27.76	\$ 28.32
Step 4	\$25.74	\$ 26.51	\$ 27.31	\$ 27.99	\$ 28.55
Step 5	\$26.30	\$ 27.09	\$ 27.90	\$ 28.60	\$ 29.17

<b><u>Mortgage Processor Specialist</u></b>					
<b><u>ATM/Debit Card Specialist</u></b>					
<b><u>Collection Specialist</u></b>					
<b>Step</b>	<b>7/1/2016</b>	<b>7/1/2017</b>	<b>7/1/2018</b>	<b>7/1/2019</b>	<b>7/1/2020</b>
Step 1	\$26.65	\$ 27.45	\$ 28.27	\$ 28.98	\$ 29.56
Step 2	\$26.77	\$ 27.58	\$ 28.40	\$ 29.11	\$ 29.70
Step 3	\$26.89	\$ 27.69	\$ 28.52	\$ 29.24	\$ 29.82
Step 4	\$27.03	\$ 27.84	\$ 28.68	\$ 29.39	\$ 29.98
Step 5	\$27.38	\$ 28.20	\$ 29.05	\$ 29.77	\$ 30.37

**The following step raise is a contractual agreement pertaining ONLY to those employees who held the position of Member Service Representative prior to 07/01/05 and has since been promoted to the position of**

<b><u>Mortgage Processor Specialist</u></b>					
<b><u>ATM/Debit Card Specialist</u></b>					
<b><u>Collection Specialist</u></b>					
<b>Step</b>	<b>7/1/2016</b>	<b>7/1/2017</b>	<b>7/1/2018</b>	<b>7/1/2019</b>	<b>7/1/2020</b>
Step 1	\$33.98	\$ 35.00	\$ 36.05	\$ 36.95	\$ 37.69
Step 2	\$34.32	\$ 35.35	\$ 36.41	\$ 37.32	\$ 38.07
Step 3	\$34.66	\$ 35.70	\$ 36.77	\$ 37.69	\$ 38.44
Step 4	\$35.00	\$ 36.05	\$ 37.13	\$ 38.05	\$ 38.82
Step 5	\$36.01	\$ 37.10	\$ 38.21	\$ 39.16	\$ 39.95