

# ABUSIVE MEMBER POLICY

## PURPOSE

Essential Credit Union, by its nature of business, regularly transacts with the general public. It is recognized by the Board of Directors, that periodically, there may be members who are unable to control their behavior in the course of their financial dealings with the Credit Union. As such, this policy creates a process that allows actions that protect employees from abusive conduct and ensure that members who cannot resolve problematic or difficult situations with Credit Union employees or its volunteers in a non-threatening or non-violent manner are immediately barred from all contact with its staff, products and services.

## SCOPE

Essential Credit Union's Abusive Member Policy is applicable to all Directors, Volunteers, Sr. Management and employees and members of Essential Credit Union.

## POLICY STATEMENT

For purposes of this policy, "abusive conduct" includes but is not limited to the following conduct:

- Any type of harassment, including age, sexual, ethnic, or racial harassment, making racial or ethnic slurs, engaging in sexual conduct, making sexual overtures;
- Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial, or ethnic nature;
- Making graphic or degrading comments about an individual or his or her appearance;
- Displaying sexually suggestive objects or pictures;
- Engaging in offensive or abusive physical contact;
- Making false, vicious, or malicious statements about any credit union employee or the credit union and its services, operations, policies, practices, or management;
- Using profane, abusive, intimidating or threatening language toward credit union employees or fellow members;
- Making or suggesting threats of bodily harm or property damage to an employee or their family members;
- Attempting to coerce or interfere with credit union employees in the performance of their duties at any time;
- Conducting or attempting to conduct or engage in any fraudulent, dishonest, or deceptive activity of any kind involving credit union employees or credit union services;
- Any unauthorized posting, defacing, or removing notices or signs on credit union premises;
- Deliberate or repeated violations of security procedures or safety rules;
- Possession, use, or being under the influence of drugs or alcoholic substances on credit union premises; or
- Fighting or possession of weapons of any kind on credit union premises except for on-duty law enforcement officers or security officers.

## GUIDELINES/STANDARDS OF BEHAVIOR

A. Acts or threats of violence including intimidation, harassment, and/or coercion, which involve or affect the Credit Union, its employees, property, or business, will not be tolerated.

B. If an individual engages in any type of abusive conduct, whether on Credit Union property, premises or via telephone, towards an Essential Credit Union employee or volunteer, the Chief Executive Officer, CEO is authorized to impose sanctions against such member or other person. In the CEO's absence, any member of Sr. Management is authorized to take such action.

C. Any or all the following sanctions may be imposed against a member or other person who has engaged in abusive conduct:

- Denial of all Credit Union services other than the right to maintain a membership and the right to vote at annual and special meetings;
- Denial of services which involve personal contact with Credit Union employees;
- Denial of access to Credit Union premises;
- Restriction of Services, or;
- Taking other action deemed necessary under the circumstances that is not expressly precluded by account contract and member service agreement provisions, the Essential Credit Union's bylaws, and any state or federal law including, but not limited to, the Federal Credit Union Act, NCUA Rules and Regulations, and the Equal Credit Opportunity Act.

D. Every employee and every person that is affiliated with Essential Credit Union is required to report incidents of threats or acts of violence of which they are aware. The report should be made to the reporting individual's immediate supervisor, another supervisory employee if the immediate supervisor is not available, Sr. Management, the CEO of the Credit Union, the Board of Directors, or the Supervisory Committee.

## REVOCATION OF SERVICES

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Threats of any nature will be reported to the local authorities. Additionally, in extreme cases of abusive behavior, the CEO is authorized to immediately remove the member from membership and have such action ratified at the next subsequent annual meeting or at a specially called meeting of members.

A. If a member's service is revoked due to this policy, the following will occur:

1. A letter will be sent to the member advising of the Policy violation and revocation of service.
2. The letter will stipulate the member is not to contact the Credit Union in person again under any circumstances and that any direct, personal contact will lead to involvement with law enforcement.

B. The member's accounts will be closed, and all funds sent to the member after 10 days (30 days if the account contains a federal benefit check).

C. Any outstanding loans, with balances listed, will be included in a letter to the member. The member will be advised that all terms of the loan(s) are in effect and enforce.

D. A letter will go out from the Credit Union's attorney advising of service revocation and that any further attempts to contact the Credit Union directly will result in criminal prosecution. Also, if any loans are outstanding, the attorney letter should make demand on those balances.

E. The Board of Directors will determine if a meeting of the members will be called to revoke membership, as is allowable under the Credit Union By-Laws.

## EXPULSION OF MEMBERSHIP

Violations of this Policy by any member, whether on or off Credit Union property, may lead to revocation of membership and termination of all services and future contact with the Credit Union.

Expulsion, withdrawal, restriction and suspension of credit union services and products do not operate to relieve a member of any liability to this credit union. All amounts paid in on shares by expelled or withdrawing members, before their expulsion or withdrawal, will be paid to them in the order of their withdrawal or expulsion, but only as funds become available and only after deducting any amounts due to this credit union.

