

## MEMORANDUM OF AGREEMENT

AGREEMENT entered into this day of April, 1995, by and between the Association of Ecumenical Employees, Local 2110, UAW ("the Union") and the National Council of the Churches of Christ, U.S.A. ("the NCCC").

### W I T N E S S E T H:

WHEREAS, the parties are desirous of extending and renewing the collective bargaining agreement, including the side letters dated October 27, 1992 ("the 1992-1995 Agreement") on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the aforesaid 1992--1994 collective bargaining agreement is extended and renewed for the three year term from April 1, 1995 to and including March 31, 1998 on the terms set forth below.

1. Except as specifically modified in this Memorandum of Agreement the 1992-1995 collective bargaining agreement between the parties shall continue in full force and effect.

2. Wages -

a. Effective April 1, 1995, all employees shall receive an increase in their annual wages of 3%;

b. Effective April 1, 1996, all employees shall receive an increase of \$1,100 );

c. Effective April 1, 1997, all employees shall receive an increase in their annual wages of 3 %;

d. The contractual minimum rates of pay shall be increased by the percentage increases in wages effective April 1, 1995, April 1, 1996 and April 1, 1997.

3. Health Benefits -

A. The Union and NCCC shall continue to discuss improving the health benefit package after the ratification of the of the contract. Both parties will seek to find a plan that will keep or improve current benefit levels in a cost-effective manner. Discussions may include the current plans, State Mutual and other carriers. The NCCC will cooperate in providing all relevant information in a timely manner.

B. Until this is resolved, the status quo on benefits will be maintained except that the wage scale rates in 14.1.3 shall be increased by the amount of the April 1, 1995 wage increase.

C. If the parties do not reach an agreement on a plan within ninety days of the ratification of the contract, the present plans shall be continued in accordance with the wage scale rates increased as specified above and set forth in article 14.1.3. In the event that in 1996 and 1997 respectively, the percentage increases in the Prudential/Blue Cross Plan or other new plan exceed the highest percentage increase of the State Mutual Plan or either HMO plan for the same plan years, the employee will absorb the difference in the cost of the increase. Employees shall also have the option to transfer into the new State Mutual Plan within the ninety days and beyond (to the extent permitted by the State Mutual Plan) and during such open enrollment periods, should one or more of the present plans for any reason become unavailable during

the term of a new collective bargaining agreement.

4. Training -

The Council agrees to establish a training fund and program, to be administered by a representative of the Human Resources Office (HR). The purpose of the training fund will be to enhance skills and to provide career development consistent with objectives and goals of the NCCC. There will be a Joint Committee to advise the HR representative as to the direction and development of plans for the use of these funds. The fund will be established in the amount of \$10,000 on or about April 1, 1995. Additional funds will be set aside as follows: \$15,000 on April 1, 1996 and \$15,000 on April 1, 1997.

5. Retiree Health Benefits -

The NCCC shall modify its present health insurance program for retirees hired after April 1, 1995 to require as a condition precedent that to be eligible for such coverage an employee must have twenty-five (25) years of service, have been in the medical plan fifteen (15) years or more and reached age 55. Any person hired after April 1, 1995 who is laid off at age 60 or older with at least twenty (20) years of participation in the health plan maintained by the NCCC will be treated as if he/she had twenty five (25) years of such participation and will therefore be entitled to receive retiree health benefits under the NCCC's plan.

6. Child Care -

Effective on or about April 1, 1995, the NCCC will

provide an annual Child Care Fund of \$5,000 to be distributed as a child care subsidy to employees with children who are thirteen (13) years of age or younger in accordance with a program and formula to be developed by the Union and approved by the NCCC. Such approval shall not be unreasonably withheld. The annual fund contribution of the NCCC shall be increased to \$7,500 on April 1, 1996 and \$9,000 effective on April 1, 1997.

7. FMLA -

The NCCC agrees to adhere to the requirements of the Family Medical Leave Act wherever it provides benefits to the employees greater than now offered.

8. Temporary Work -

The NCCC shall make a reasonable effort to use employees on layoff or whose hours are reduced to perform any temporary work, provided the employee on layoff or reduced hour status has the present skill and ability to perform the work available.

9. Promotion and Transfer -

Article 10.5.1 shall be amended as follows: NCCC shall promote from within as set forth in Article 10.6.3. If an employee is promoted from one range to a higher range, the employee will receive the minimum rate for the position or an increase equal to one hundred percent (100%) of the difference between the two pay ranges, whichever is greater.

10. Vacation -

Article 16.3.12 shall be added as follows: In the event of layoff or retirement, employees who have accrued vacation hours may cash out a maximum of 281 hours. For all other purposes, employees will be limited to cashing in 234 hours.

11. Sick Leave -

Paragraph 2 shall be added to Article 17.1.1 c as follows: The Council agrees that a "catastrophic illness" bank be established to allow bargaining unit employees who have accrued days in excess of the maximum allowable cash-out, to designate up to an additional six days maximum to a catastrophic bank, to be allocated by a Joint Committee of three persons from the Council and three persons from the Union. In the event that the Committee cannot reach agreement as to the nature of the illness or the number of days to be allotted to a claimant in the bargaining unit (not to exceed thirty (30) days per year), the General Secretary's decision shall be final.

12. Safety Rules -

Add 14.3.3 as a new article as follows: Employees shall notify the Director of Human Resources or her/his designee immediately in the event of any injury or accident.

13. Voluntary-Community Action Program Checkoff -

Add V-CAP checkoff as appended hereto.

14. Standing Joint Labor/Management Committee -

There shall be a standing Joint Labor/Management Committee that will meet as often as necessary but no less than every other month to discuss on a non-binding basis issues of common concern in an effort to forge consensus and strategic planning rather than crisis implementation. The committee shall consist of three representatives of the NCCC and three representatives of the AEE.

15. The parties agree to sign the side letter attached hereto.

16. This agreement is subject to ratification.

The provision in Article 2.1.2 concerning the titles subject to exclusion is amended so that the maximum number of support staff in the office of the General Secretary which are subject to exclusion shall be changed from five (5) to three (3) and only one (1) support staff for each Unit Directors/Association General Secretaries.

IN WITNESS WHEREOF, the NCCC and the Union have executed this Agreement, this 4<sup>th</sup> day of April, 1995.

ASSOCIATION OF ECUMENICAL EMPLOYEES  
LOCAL 2110, UAW

THE NATIONAL COUNCIL OF  
THE CHURCHES OF CHRIST, USA

Maile E Shaw

Joan Brown Campbell

Maida Rosenstein

J. Williams

Mozie Johnson

Anna M. Lopez

Leitha Breene

[Signature]

R. Lauren Pimpsted

Jane Benjamin

Jane Fisher

[Signature]  
Dani R...

Shelby M. Price  
Treasurer

IN WITNESS WHEREOF, the NCCC and the Union have executed this Agreement, this 4<sup>th</sup> day of April, 1995.

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LOCAL 2110, UAW

THE NATIONAL COUNCIL OF  
THE CHURCHES OF CHRIST, USA

Marilyn E Shaw

Joan Brown Campbell

Maida Rosenstein

William

Mozzi Johnson

Anna M. Loney

Leitha Greene

[Signature]

Jane Benjamin

Jane J. J. J.

[Signature]  
Doris R. R.

R. Lawrence Pumpsied

# Technical, Office and Professional

## Union - Local 2110 - UAW - AFL-CIO

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71 Fifth Avenue, Suite 6A, New York, NY 10003-3004 - (212) 989-0907, Fax: (212) 989-3004

### Union Proposal

#### V-CAP

During the life of this Agreement, the Employer agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form; provided further, however, that the Employer will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary Contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-Cap" forms which have been properly executed and are in effect.

Deductions shall be made, pursuant to the forms received by the Employer, from the employee's first union dues period in the first month following receipt of the checkoff authorization card and shall continue until the checkoff authorization is revoked in writing.

The Employer agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish UAW V-CAP with the names and addresses of those employees for whom deductions have been made. The Employer further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each employee's deductions. This information shall be furnished along with each remittance.

AEEPROP.323

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*President: Julie Kushner - Vice President: Maida Rosenstein - Secretary-Treasurer: Mathew Jackson - Recording Secretary: Sue Lyons  
Trustees: Connie McQueen, Daniel Starr, Booker Washington - Sergeant-At-Arms: Wilma Dunbar - Guide: Laura Bell*

**SAMPLE**

**Authorization for Assignment and Checkoff of Contributions to UAW V-CAP**

To: \_\_\_\_\_  
Company Name

I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee, the sum of (check one)

25¢

50¢

\$1

Other

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to UAW V-CAP at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, that all UAW members may be eligible for V-CAP raffle drawings, regardless of whether they make a contribution to UAW V-CAP, and that monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fundraising effort by the UAW and AFL-CIO. Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes.

I also understand that the guidelines for contributions to UAW V-CAP set forth above are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or any decision not to contribute.

Name (Print) \_\_\_\_\_ Soc. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Local \_\_\_\_\_ Plant \_\_\_\_\_ Department \_\_\_\_\_

Dated: \_\_\_\_\_ Signed \_\_\_\_\_

**UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorization from any candidate and no candidate is responsible for its activities.**

April 4, 1995

Joan Brown Campbell  
General Secretary  
National Council of Churches of Christ  
475 Riverside Drive  
New York, New York 10115-0050

Dear Ms. Campbell,

This is to confirm the parties understandings reached in connection with, and as part of, the collective bargaining agreement between the National Council of Churches of Christ, U.S.A. ("the NCCC") and the Association of Ecumenical Employees, Local 2110, UAW ("AEE").

#### SUBCONTRACTING

Although Articles 2.5 and 2.6 shall remain in full force and effect, the NCCC may subcontract bargaining unit work in the Immigration and Refugee Program (IRP) and the General Secretariat (GS) (e.g., common services), provided it meets the following substantive and procedural preconditions:

I. The proposed subcontracting in IRP and/or the GS (e.g., common services) must be necessary to the continued viability of the NCCC or one or more of its ministries and must have as its purpose to produce greater effectiveness in ministry in either IRP or GS.

II. The proposed subcontracting is not motivated by a desire to reduce the size of the bargaining unit or otherwise erode the work opportunities for the bargaining unit employees.

III. The proposed subcontracting shall be in accordance with the EEO/Affirmative Action, and fair employment practices criteria.

IV. The proposed subcontracting shall not result in any reduction of bargaining unit personnel unless reasonable efforts

have been made to implement cost efficiencies outside the bargaining unit.

The applicable procedure that shall be followed prior to any proposed subcontracting is as follows:

1. As soon as practicable, but in no event less than 45 days (or such longer time that the NCCC took to prepare its proposal) before the proposed effective date of the subcontracting, the NCCC shall propose a specific plan that should include all relevant information and documents and shall detail:

- a. the specific tasks that will be subcontracted;
- b. all requests for proposals that have been circulated, bids, and/or proposed contracts for doing the work;
- c. a specific explanation and financial analysis of the reasons that the proposed subcontracting meets the substantive criteria set forth in I-IV above;
- d. the alternatives explored by the NCCC to retain the work in the bargaining unit and/or to avoid lay-offs (for example, reorganization, other potential cost savings, training, technological change, elimination of temporary work, and otherwise making reasonable efforts to reallocate and assign to them other work opportunities within the NCCC).

2. The Joint Committee described in Article of the Contract, shall meet to discuss the plan. In the event the AEE representatives on the Committee do not agree to the NCCC's plan, they shall propose an alternative plan meeting the criteria set forth above in I-IV. That alternate plan shall be proposed within forty-five days (or such longer period that the NCCC took to prepare its plan) of receipt of the NCCC's plan. The NCCC shall provide the AEE representatives with all additional relevant information and documents requested for the purpose of examining the NCCC's plan or developing an alternative plan.

3. Any dispute over whether the criteria have been met for subcontracting and/or the appropriateness of the proposed plan shall be submitted to final and binding arbitration before an arbitrator selected in accordance with the procedures set forth in

the Contract (or on a standing panel of arbitrators selected by the parties).

4. Notwithstanding the criteria set forth above, in no event may an arbitrator substitute his or her judgment for that of the NCCC in terms of the mission of the NCCC or the need to continue or end any particular program.

#### PRIOR SIDE LETTERS

The prior side letters dated October 27, 1992 shall be renewed and extended in this agreement. In addition, the parties various proposals, on and off the record, concerning proposed modifications in Article 2 and/or proposals concerning relocating the NCCC operations, in whole or in part, are withdrawn without prejudice as they had never been made and shall not be referred to or cited by the parties either directly or indirectly as unachieved demands, or otherwise in support of an interpretation of the collective bargaining agreement.

*Joan Braun Campbell*  
*General Secretary*

Very truly yours,

*Maida Rosenstein*

Maida Rosenstein  
President, Local 2110, UAW