

COLLECTIVE BARGAINING AGREEMENT

between

Church World Service

and

Association of Ecumenical Employees
Local 2110, U.A.W.

April 1, 2013 – March 31, 2016

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Agreement entered into this 22nd day of October, 2013 by and between the Association of Ecumenical Employees, Local 2110, U.A.W. (“the Union”) and Church World Service (CWS) (the “Employer”).

ARTICLE 1: RECOGNITION

- 1.1** CWS recognizes the Union as the sole and exclusive collective bargaining representative for all its employees in the bargaining unit.

ARTICLE 2: BARGAINING UNIT

- 2.1** The bargaining unit covered by this agreement shall be all regular full-time and regular part-time staff employees of CWS, located at 475 Riverside Drive, New York, New York 10115, excluding the:
 - 2.1.1** President and CEO
 - 2.1.2** Managerial, confidential, or supervisory staff.
- 2.2** Temporary employees, as defined in Article 19, will not be in the bargaining unit.
- 2.3** A regular employee means a staff member, full- or part-time, who has successfully completed the required probation period.
- 2.4** A project employee doing work of the type typically done by the bargaining unit will be considered the same as any other bargaining unit employee, except as stated in Article 10.12.2. A project employee is someone working on a program project with a predetermined beginning and ending date.
- 2.5** There will be no subcontracting of work outside CWS, which is traditionally performed by the bargaining unit.
- 2.6** No work traditionally performed by the bargaining unit shall be transferred or otherwise assigned to other CWS facilities when such transfer results in a reduction in pay or loss of jobs for those employees covered by this Agreement.
- 2.7** CWS agrees that whenever programs are funded or created, New York City shall be given first consideration as the site for that program if it is administratively and financially appropriate.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 The management of the CWS and direction of the work force, including the right to plan, direct and control CWS operations and direct and control policies and conditions of employment, to subcontract, to fix hours of employment and schedule the time of shifts, to hire, promote or transfer employees, and to discipline, suspend or discharge employees for just cause, to judge the relative skill, ability and qualifications of employees, to relieve employees from duty because of lack of work, to introduce new or revised production methods or facilities, to decide the number and location of its facilities, and the nature and extent of work to be performed therein, to establish reasonable rules and regulations not inconsistent with the provisions of this Agreement and require observance thereof by employees, and to determine, establish and maintain fair and equitable work quotas for any and all operations, are vested exclusively in CWS, except as abridged by a specific provision of this Agreement. The foregoing enumerations of the functions of management shall not be deemed to exclude any other customary functions not listed. CWS' exercise of its management rights shall be consistent with the provisions of this Agreement.

ARTICLE 4: UNION SECURITY

- 4.1** All present employees of CWS who are members of the Union shall maintain their membership in good standing in the Union as a condition of continued employment.
- 4.2** All present employees who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this Agreement or after the execution of this Agreement, whichever is later, and shall hereafter maintain their membership in good standing in the Union as a condition of continued employment.
- 4.3** All new employees who are hereafter hired shall become members of the Union thirty (30) days after the beginning of their employment and shall thereafter maintain their membership in good standing in the Union as a condition of continued employment.
- 4.4** Union membership shall not be a required condition of employment of any present or new employee whose religion precludes membership in a collective bargaining organization provided that all such employees, thirty (30) days following the effective date of this Agreement or hiring date, whichever is applicable, be required, as a condition of employment, to tender to the Union in consideration of services rendered by the Union on their behalf as members of the bargaining unit, agency fees equal in amount to the regular monthly dues and initiation fees payable to the Union by members thereof.
- 4.5** Upon written request of the Union, the Employer shall discharge any employee who has failed to pay dues, initiation and/or agency fees as provided in this Agreement.
- 4.6** The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reasons of any action taken under the Article.

ARTICLE 5: CHECKOFF

- 5.1** CWS will deduct the Union's monthly dues and initiation fees or agency fees from the first pay period wages thirty (30) days of employment of those employees who authorize such deduction in writing. Such authorization shall be irrevocable for a period of one (1) year or the termination date of this contract, whichever occurs sooner. All such deductions shall be remitted to the Treasurer of the Union at the last address known by the employer within ten (10) days after such deductions.
- 5.2** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless for any claims, actions or proceedings by an employee arising from deductions authorized in writing made by the Employer hereunder.
- 5.3** 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 Employers 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 a monthly and year-to-date report of each employee's deductions. This information shall be furnished with each remittance.

- 5.4** Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 6: STRIKES AND LOCKOUTS

- 6.1** CWS, the Union and its members agree that there will be no strikes or lockouts during the term of this Agreement.

ARTICLE 7: HIRING NEW EMPLOYEES AND AFFIRMATIVE ACTION

- 7.1** Each prospective employee for a position within the bargaining unit covered by this Agreement at the time of hiring shall be informed in writing of his/her position, major duties, status of employment and starting salary. Upon hiring, each employee shall be given a copy of his/her job description and a copy of this Agreement. CWS will inform the Union at the end of every month of all hires of persons doing bargaining unit work. Unless a different time is provided for elsewhere in this Agreement, the Office of Human Resources will concurrently notify the Union of transfers, promotions, discipline notices or termination notices.
- 7.2** It shall be the policy of CWS to maintain a fully integrated staff. CWS shall commit itself to certain goals, which may require giving priority to the promotion, recruitment and placement of qualified racial ethnic minorities and women where they have been under-utilized, especially in ranges 27, 28, 29, and 30. CWS will not discriminate on the basis of race, color, sex, creed or religion (as provided for in applicable law), age, national origin, marital status, sexual orientation or union activities.
- 7.3** The relatives of a supervisor shall not be hired into that supervisor's department.

ARTICLE 8: WAGES

- 8.1** Effective April 1, 2013, all employees covered by this Agreement will receive an increase in their annual wages of five (5%) percent, payable in their base rate. Part-time employees will receive a pro rata increase.
- 8.2** Effective April 1, 2014, employees on staff as of that date will receive an increase in their annual wages percent of three (3%) percent, payable in their base rate. Part-time employees will receive a pro rata increase.
- 8.3** Effective April 1, 2015, employees on staff as of that date shall receive an increase in their annual wages of three (3%) percent, payable in their base rate. Part-time employees will receive a pro-rata increase.
- 8.4** The parties hereby adopt and incorporate by reference the minimum wage scales annexed hereto as Schedule "A". (The contractual minimum rates of pay shall be increased by the increases in wages effective April 1, 2013, April 1, 2014 and April 1, 2015 set forth in 8.1, 8.2 and 8.3 above).
- 8.5** In lieu of Health and Pension Benefits, part-time employees (employees working less than 21 hours per week) shall receive an additional fifteen percent (15%) in wages over the wage increases and/or minimum wage scale set forth in this Agreement.
- 8.6** Part-time employees working twenty-one (21) hours or more will receive full health benefits. They will also receive pension benefits based on their salary pursuant to the CWS plan.
- 8.7** Part-time employees will contribute a pro rata share of the amount that a fulltime employee at the same hourly rate pays toward health care.
- 8.8** Employees who regularly are required by their supervisor to use a second language, which is not included in the job description and compensated for in their salary range, shall receive a differential as follows:

Approximate Date	Weekly Differential	Annual Maximum
April 1, 2000	\$10.00	\$520.00

ARTICLE 9: HOURS OF WORK

9.1 REGULAR WORK SCHEDULE

The work week shall consist of thirty-five (35) hours a week, seven (7) hours a day, five (5) days a week.

9.2 LUNCH PERIOD

Employees will be allowed a lunch period of forty-five (45) minutes per day provided, however, an employee may extend the scheduled lunch period by using one (1) of the paid fifteen (15) minute rest periods.

9.3 REST PERIODS

Employees who work a full shift will be allowed two (2) fifteen (15) minute rest periods in each working day. Employees who work a full half shift will be allowed one (1) fifteen- (15) minute rest period in each working day.

9.4 TIME FOR CHECK CASHING

A period of up to thirty (30) minutes will be allowed each payday exclusively for employees to cash salary checks. The time of day for outside check cashing must be arranged in advance with the supervisor.

9.5 OVERTIME

Employees shall be paid one and one half times their regular hourly rate after eight (8) hours in a day or thirty-five hours a week with no pyramiding (no overtime on top of overtime). Double time shall be paid for any hours worked on Sundays and CWS holidays. The Employer may reasonably require employees to work reasonable amounts of overtime. Paid holiday time will be considered as time worked for calculation of weekly overtime pay.

9.6 SPECIAL MINIMUM HOURS OF WORK

If not told to report by 5:00 p.m. the preceding day, no full-time employee may be required to work less than four (4) hours a day and no part-time employee may be required to work less than two (2) hours a day.

9.7 FLEXIBLE WORK HOURS

Employees may request that their normal starting and finishing times be altered. The request, and the reasons for the request, will be considered along with the work needs of the Unit. Requests for changes up to and including 30 minutes shall not be unreasonably denied. The Office of Human Resources will be informed by the supervisor in

writing of all such changes. The Office of Human Resources will give the Union written notice of all such changes when notice is received from the supervisor. Nothing in this provision shall be deemed to preclude mutual Agreement on a schedule of working hours and days different from the permitted above.

9.8 COMPENSATORY TIME

Employees, with prior approval of their unit executive, may elect in writing to take those hours worked between 35 hours and 40 hours per work week as compensatory time, computed at the applicable rate of the time worked, in lieu of overtime pay and those hours must be taken within four (4) pay periods of the occurrence.

9.9 SUMMER HOURS

From the first work day following the end of the last pay period before July 4 to the last pay period through and including the Friday before Labor Day, employees may opt to work a four-day, thirty-five (35) hour work week, after discussions within the Unit and approval by the Unit Executive by June 15th, and upon consideration of the needs of the Unit. Such approval shall not be unreasonably withheld.

9.10 MEAL ALLOWANCE

The cost of a meal will be reimbursed up to \$9.50 if an employee has worked the normal straight time seven (7) hour work day prior to 7:00 p.m. and is required to work after 7:00 p.m. or if an employee works 9-1/2 hours or more in the same scheduled work day. A receipt must accompany the request for reimbursement.

9.11 TRANSPORTATION ALLOWANCE

Any employee whose supervisor requires him/her to work until 8:00 p.m. or later shall be entitled to reimbursement for a taxi home upon presentation of a receipt.

9.12 PICNIC DAY

If the Employer grants a picnic day and their Unit Executive or his/her designee requires an employee to work that day, it shall grant such employee a day off with pay within thirty (30) days.

ARTICLE 10: SENIORITY AND RELATED RIGHTS

10.1 SENIORITY

10.1.1 Definition – Seniority for the purpose of this contract is defined as the length of time a member of the bargaining unit has been continuously employed by NCCC and CWS. Seniority for regular part-time employees will be prorated. Seniority for CWS employees shall continue to be measured as of the date of original hire with CWS and/or NCC, whichever date of original hire with CWS or NCC was earlier, and shall be deemed to be continuous during any period when an employee was or in the future is employed at either CWS or NCC.

10.1.2 CWS shall prepare and provide the Union with a copy of the seniority list and notify the Union of all changes. The Union shall have the right to protest any error in the seniority list.

10.2 ACCRUAL

10.2.1 Seniority shall begin after the completion of employee's probationary period and shall be retroactive to the date of his/her last date of hire.

10.2.2 Seniority shall accrue during a continuous leave of absence, with or without pay, provided that the employee returns to work immediately following the expiration of such leave of absence. Seniority shall also accrue during a period of continuous layoff not to exceed eighteen (18) months. For purposes of this paragraph, laid off employees with less than six (6) months of continuous employment shall be deemed to have accrued an additional six (6) months of seniority. Laid off employees with more than six (6) months of continuous employment shall accrue seniority equal to their months of employment, up to a total of eighteen (18) months.

10.2.3 Temporary employees will have no seniority during the time they occupy such status. If a temporary employee becomes a regular employee in a job he/she was then working in for sixty (60) days or more, no additional probationary period will be required; but if, upon becoming a regular employee, he/she was not working at the job to which he/she is permanently assigned for at least sixty (60) days, he/she may be required to serve the

probationary period set forth in this Agreement. In any event, whenever a temporary employee has worked four (4) months in any six-month period and thus, as provided in Article 19, becomes a regular employee, his/her seniority will revert to the earliest date of hire as a temporary employee during that six-month period.

10.3 APPLICATION

Seniority shall govern as specified in those portions of this Agreement with regard to layoffs, recalls, vacant jobs and promotions, and also in the determination of eligibility for those fringe benefits where length of service is a factor pursuant to this Agreement.

10.4 LOSS OF SENIORITY

An employee's seniority shall be lost when he/she:

10.4.1 is discharged;

10.4.2 terminates voluntarily;

10.4.3 does not return to work immediately following a leave of absence, or gives a false reason for such leave;

10.4.4 has been laid off for a period of eighteen (18) months or the length of his/her employment (with a minimum of six (6) months) whichever is less;

10.4.5 fails to return to work after reasonable notice on the stipulated starting date after recall;

10.4.6 notifies CWS in writing to remove his/her name from the recall list;

10.4.7 refuses recall to three jobs substantially similar to his/her former position (which, at a minimum, must be in the same grade).

10.5 PROMOTION AND TRANSFER

10.5.1 Promotion within the Bargaining Unit. The Employer 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 (2) pay ranges, whichever is greater.

10.5.2 Lateral Transfer. An employee may not request transfer to another job during the probationary period. After the probationary period is completed, an employee may apply for lateral transfer to another job in accordance with Sections 10.6

of this Article. If a transfer is effected, the employee may not transfer out of that job for twelve (12) months unless agreed to by the Employers or pursuant to Subsection 3 of this Section. An employee who transfers laterally shall not take a reduction in salary.

10.5.3 Trial Period. There shall be a trial period of up to thirty (30) days following transfer or promotion. During such period, the employee will be oriented on all necessary equipment and tasks of the employee's new position. If further orientation is necessary, the trial period may be extended by the Employers to 60 days. If the employee feels he/she is unable to perform the duties or if management determines the employee is not suited to the higher rated job, the employee has the option of returning to his/her original position provided the position is vacant or filled by a temporary or probationary employee. If the position has been filled, the employee may apply for any vacant position available.

10.5.4 Whenever the term "qualified" is used in this Article, the parties agree that an employee shall be "qualified" for a position if he/she can be reasonably proficient in all tasks actually required in the position with appropriate orientation for the job. Persons on lay-off, or who are designated to be laid off, and who are eligible for, and have exercised their right to training for a particular position under Article 10.8.3.j. will be deemed to be qualified for that position.

10.6 JOB POSTING

10.6.1 CWS retains the right not to fill vacant positions, but when it elects to do so, it shall promptly fill such vacant positions. The Employer shall provide the Union with written notice when any position is to remain vacant or is to be reclassified in terms of range or hours. If the position is not posted within 15 working days of the vacancy, the Employer will notify the Union of its intention on the performance of the duties formerly performed by the person or persons who last held the vacated position or positions.

10.6.2 When CWS decides to fill a vacant position in the bargaining unit, including temporary positions expected to last two (2) months or more, such position description will be posted for five (5) working days, beginning Tuesday, in order that present staff

may apply before outside applicants are considered. All internal applicants shall apply in writing to the Human Resources Manager and will be interviewed by management. On or by the interview, management will be provided with all information on the employee currently in the employee's file, including all prior jobs with NCCC and CWS, by the Office of Human Resources. Present supervisors of applicants will not be contacted without the permission of the applicant. If the applicant does not want that contact made, the application may be denied for this reason alone. In addition to a brief description of the position, necessary qualifications and the salary range will also be posted. Full descriptions of all positions will be prepared by the Employers and be available in the Office of Human Resources. If necessary qualifications for the position change, a new posting will be required. All efforts will be made to fill the position from within the bargaining unit in accordance with Article 10.6.3. Employees found unqualified and denied the position will be immediately informed of all significant reasons for the denial in writing.

- 10.6.3** Once a vacant position has been posted as set forth above, it shall be awarded to the applicant who is:
- a.** A bargaining unit employee applicant whom the Employer can demonstrate possesses qualifications necessary for the position which are clearly and demonstrably substantially superior to other qualified and more senior applicants, provided that, the most senior qualified applicant (1) is not on layoff status, or (2) is not scheduled to be laid off. In determining superiority, related education will not necessarily be considered superior to related work experience and unrelated education will not be considered at all. If no such applicant is found, then the position shall be awarded to:
 - b.** The most senior qualified applicant. If no such applicant is found, then the position shall be awarded to:
 - c.** The most qualified outside applicant following a reasonable search in keeping with the Employer's affirmative action commitment under Article 7.2.

10.7 PROBATION

10.7.1 All newly hired employees shall be on probation for a period of two (2) months. Such two (2) month period may be extended an additional one-month period where necessary by giving prior notice to the Union.

10.7.2 It is also agreed that during the probationary period a written midpoint review procedure as developed by the Employer will be followed.

10.7.3 Probationary employees are not eligible for transfer or promotion, except with the consent of the Employer.

10.8 LAYOFFS

10.8.1 Notice

All employees will receive a minimum of six (6) weeks notice prior to any layoff. All employees who have received such notice shall be entitled to the equivalent of one (1) day away from work with pay during each week of the notice period for the purpose of seeking another job. Job searches at the Office of Human Resources and interviews within CWS will not be charged to these days off. The Union will be notified at the same time as the employee. Employees who choose not to serve out the notice period will forfeit the right to recall, severance pay and seniority, provided that an employee who does not serve out the notice period because he/she has been required to report to a new job outside CWS shall not forfeit severance pay. CWS reserves the right to grant pay in lieu of notice. Every layoff must be accompanied by an appropriate reduction in the workload of that unit or sub-unit. At least twenty-four (24) hours prior to the notice to the affected employees, required by this section, the Employers shall give notice to the Union in writing of their intention to layoff employees, the unit or sub-unit in which the reduction in force is to take place, the number of employees that will be laid off in each unit or sub-unit, and the reasons for the layoff. CWS shall also present a proposed plan for the utilization of the remaining personnel in the unit or sub-unit.

10.8.2 Technological Change

a. CWS shall notify the Union sixty (60) days in advance of any significant technological change such as the introduction of a data entry device with a video display terminal (VDT) and

shall arrange to discuss the impact of such change on the work, pay or layoffs of the bargaining unit members. Any job using new technology that substitutes for or is an evolution of current bargaining unit work shall remain within the bargaining unit.

- (i)** If any change referred to in (a) above permanently displaces any person in the performance of his/her job, such person will be retrained where reasonable at the Employer's expense for a job resulting from such technological change or for other jobs which CWS has available in the bargaining unit. Any such person offered retraining who rejects the retraining will be laid off.
- (ii)** Training and practice time reasonably related to the complexity of the new machine and its usage in a department will be provided by the Employer. The training will be done by a trainer who is capable of training on the equipment and/or software involved. Access to the trainer shall be available after the initial training has been completed.

10.8.3 Procedure

- a.** Except as provided herein, layoffs shall be in reverse order of seniority, starting with the least senior employee in the unit or sub-unit in which the reduction in staff is to occur, provided the remaining employees have the skills necessary to perform the remaining work. In the event the remaining employees are unable to do so, then the next least senior person shall be so designated, provided the remaining employees have the skills necessary to perform the remaining work. If not, the procedure of following seniority in reverse order shall continue until the remaining employees have the skills necessary to perform the remaining work. However, if the reduction in staff is a result of the elimination of discrete and distinct functions that are primarily performed by employees in a particular position and constitute the primary work of the employees in that position, then the layoff shall be implemented by laying off the least senior person in the unit or sub-unit who performs those functions or substantially similar functions, provided the remaining

employees have the skills necessary to perform the remaining work.

- b.** In the event that an employee is laid off or is scheduled to be laid off and there exists a vacant position in the same range or below in any department which the employee is qualified to perform, the employee shall automatically be considered for the job in accordance with Section 10.6 of this Article. If awarded the vacant position, the employee shall have no time restrictions on seeking a lateral transfer. Moreover, if such employee fails to satisfactorily complete this trial period set forth in Section 10.7.3 of this Article, such employee shall be laid off and eligible for all benefits as if they had never been awarded the position.
- c.** If not awarded the vacancy as set forth above, he/she has the right to bump the least senior member of the bargaining unit in the same range provided the employee has qualifications to fill the job.
- d.** If the employee does not have the qualifications to fill that job, then he/she shall have the right to bump the next least senior member of the bargaining unit in the same grade or the least senior member in each range below, in descending order, provided the employee has the qualifications to fill the job. The employee must accept the first job he/she is qualified to perform or accept the layoff.
- e.** Employees who are bumped from their jobs but who are not the least senior members of the bargaining unit shall have the right to bump the least senior member of the bargaining unit in the same range or below, provided the employee has the qualifications to fill the job; the parties agree that this clause provides for no more than two (2) bumps in connection with each employee laid off.
- f.** An employee who bumps or transfers (as a result of layoff) into a lower salary range shall receive his/her previous salary if the new job is in the same range or one (1) range below. If the job is two (2) or more ranges below the original range of the job previously held by the employee, the employee shall receive his/her previous salary for two (2) months, after which the new salary shall be one (1) range higher than the designated range for the new job plus five percent (5%)

provided that under no circumstances shall the new salary be higher than his/her previous salary.

- g.** The Employer shall make an effort to find a job within related denominational agencies for all laid off employees.
- h.** Part-time employees cannot bump full-time employees unless they have greater full-time equivalent seniority and are willing to accept full-time employment to continue to work. Full-time employees will not be required to bump into a part-time position.
- i.** All vacant positions shall be filled in accordance with Section 10.6 above including those positions vacated by persons who fill the posted jobs if those persons are not the ones designated to be laid off.
- j.** When a laid off person or persons scheduled to be laid off does not have all of the qualifications for a particular position to which they would otherwise be entitled under Article 10, but with reasonable on-the-job training the person could be qualified for that position, the Employers will, in good faith, provide such training to the person for a period of fifteen (15) working days. That period shall be extended for up to another ten (10) working days upon request of the employee, where reasonable progress has been made during the first fifteen (15) day period. An employee will only be entitled to such on-the-job training for one (1) position as a result of each particular layoff period.
- k.** The Employer shall make a reasonable effort to use employees on lay-off 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.

10.9 TRAINING

10.9.1 The Employer will provide training to all employees who work on or with word processing and personal computer equipment, such training being designed to teach those employees the functions, which the equipment they work with can perform and which are related to the performance of their jobs.

10.9.2 The Employer agrees to establish a training fund and program as per Article 22: Child Care, Elder Care & Training Fund.

10.9.3 The Employers will offer training in security and sexual harassment prevention to employees. One training will be offered in 2003 and the second in 2004.

10.9.4 The Employer shall release with pay up to seven union members for a day-long union training, with the agreement that management will not unreasonably deny a request to add additional participants.

10.10 RECALL

10.10.1 When the Employers decide to fill a vacant position in the bargaining unit, notice will be sent immediately to the three most senior employees who have been laid off if they appear to meet the minimum qualifications for the job. If, in the judgment of management, one of these persons is qualified, he/she shall be offered the position, in writing, unless a more senior active employee has been offered the position. An employee must return to work on the stipulated day. If more than one is qualified, the employee with the most seniority will be offered the position in writing. If none of the three is employed, the above procedure will be repeated until the job is filled or each person on the recall list has been notified. Persons will be kept on the recall list for eighteen (18) months or the period of their employment, if less than eighteen (18) months, (with a minimum of six (6) months) following layoff.

10.10.2 An employee who refuses three (3) different job offers to positions substantially similar to his/her former position (which, at a minimum, must be in the same grade) will lose seniority. Probationary employees who have been laid off have no recall privileges.

10.11 VOLUNTARY TERMINATION

An employee who resigns shall give CWS two (2) weeks advance notice or forfeit up to 35 hours accrued annual leave and/or unused sick leave benefits.

10.12 SEVERANCE PAY

10.12.1 Employee involuntarily terminated for any reason other than just cause shall receive severance pay at the end of the notice period according to the following schedule:

Three (3) weeks pay after the completion of one (1) year.

Four (4) weeks pay after the completion of three (3) years.

Five (5) weeks pay after the completion of five (5) years.

Six (6) weeks pay after the completion of six (6) years.
Seven (7) weeks pay after the completion of eight (8) years.
Eight (8) weeks pay after the completion of ten (10) years.
Nine (9) weeks pay after the completion of twelve (12), and so forth in the same progression.

10.12.2 This provision does not apply to a resignation, discharge or a layoff of thirty (30) days or less. Temporary employees hired from outside CWS and informed at the time of their hire that their employment is for a limited period of time are not entitled to severance pay. Project employees who are hired from outside the CWS and informed at the time of hire that their employment is for a limited period of time will receive severance pay as computed above if employed in the project for a period of 18 continuous months or more.

10.12.3 Employees involuntarily terminated directly due to a technological change shall receive severance pay computed at one and one-half times the rate set forth in subparagraph 10.12.1 above.

10.12.4 Persons who have been bumped from their positions will be considered to be on a temporary layoff for up to thirty (30) days while the bumping employee completes his/her trial period. Only the employee who is laid off at the end of the trial period shall receive severance pay as computed above.

10.13 The parties recognize that employees are expected to perform a fair day's work for a fair day's pay. No employee may be disciplined for failing to complete a day's assignment if those assignments are abnormally high. Employees shall be encouraged to advise their supervisors when they believe an assigned task cannot be completed on time.

10.14 TEMPORARY TRANSFERS

Temporary transfers within the bargaining unit which are expected to last less than two (2) months may be first offered to the most qualified employee within the department within the judgment of the Employer. This section shall not be abused to train an employee into becoming clearly and demonstrably superior to more senior qualified employees.

10.15 QUALIFICATIONS

Whenever qualifications are mentioned in this collective bargaining Agreement, it is agreed that the grievance procedure is available. It is further understood that while the determination of qualifications is in

the judgment of management, management's judgment shall not be unreasonable, capricious or arbitrary.

10.16 EDUCATION

CWS, upon request, shall supply letters to employees if the educational courses they take are in the furtherance of their job objectives. Such courses must relate to an employee's work and not Union business.

10.17 PERSONAL WORK

The refusal to perform purely personal work of a supervisor shall not be deemed to be insubordinate.

ARTICLE 11: DISCIPLINE OF EMPLOYEES

- 11.1** CWS retains the exclusive right to discipline, suspend or discharge an employee only for just cause. The Employers agree that in the event of a written warning, suspension, or discharge, it will copy the Union in writing at the time it notified the employee.
- 11.2** During the probationary period, employees may be terminated for any reason and such termination shall not be subject to the grievance or arbitration procedure.

ARTICLE 12: HOLIDAYS

- 12.1** Each employee covered by this Agreement shall receive thirteen (13) paid holidays annually, to be determined by the Employer in consultation with the Interchurch Center which will be announced by December 1st of the preceding year. CWS warrants that each year the following scheduled holidays will be given:
- New Year's Day
 - Memorial Day
 - Labor Day
 - Election Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas
- 12.2** Scheduled holidays falling on a Saturday shall be observed on Friday. Scheduled holidays falling on a Sunday shall be observed on Monday.
- 12.3** In order to be eligible for holiday pay, employees must have worked the last scheduled work day before and also the next scheduled work day after the holidays unless leave has been prearranged with the supervisor or has been excused under the terms of the Agreement.
- 12.4** Should any employee be required to work on a holiday, the employee shall be paid double time for all hours worked that day in addition to the holiday pay or, by mutual Agreement, the equivalent (in whole or in part) in compensatory time off with pay during the next six (6) months.
- 12.5** In the event the holiday falls within the vacation period of an employee, annual leave will not be charged for that day.
- 12.6** Regular part-time employees shall be entitled to holidays with pay on the same basis as set forth above, pro-rated in accordance with the hours worked.
- 12.7** Each employee shall receive three (3) personal days per year with pay. Employees shall accrue personal days during the first year of their employment at the rate of one (1) day every four (4) months.

ARTICLE 13: GRIEVANCE PROCEDURE

- 13.1** The parties recognize that it is in their mutual interest to resolve amicably all disputes or grievances involving the interpretation or application of this Agreement.
- 13.2** Any dispute or grievance arising out of or involving the interpretation or application of the terms of this Agreement between an employee and CWS, which cannot be adjusted by the employee, if any, and his/her immediate supervisor within a reasonable time, shall be settled by the following procedure, provided that no grievance may be filed or processed based on facts or events which occurred prior to ten (10) working days before the dispute or grievance was filed.
- Step 1** The aggrieved employee (if any), his/her unit delegate and his/her immediate supervisor shall meet as soon as possible, and attempt to settle the grievance. In the event a satisfactory settlement is not reached then:
- Step 2** The dispute or grievance shall then be submitted in writing by the unit delegate of the aggrieved employee to his/her immediate supervisor and Unit Director. Such grievance shall be answered in writing within five (5) working days thereafter. In the event a satisfactory settlement is not reached, then:
- Step 3** Within five (5) working days thereafter, the grievance shall be submitted to the Global Director of Human Resources and the head of the Union's grievance committee or his/her designee and the appropriate unit delegate. The Global Director of Human Resources will answer the grievance in writing within five (5) working days. In the event that satisfactory settlement is not reached, then:
- Step 4** Within ten (10) days thereafter, the dispute or grievance may be submitted by either party to an arbitration panel comprised of Robert Douglas, Howard Edelman and Bonnie Weinstock. The arbitrator shall render a written award which shall be final and binding upon both parties. The fee, if any, of such arbitration shall be shared equally by the parties.
- 13.3** Any grievance not carried to the next step by the Union within the prescribed time limit shall be automatically settled on the basis of the last disposition. In the event the Employers fail to respond in a timely

manner, the Union may proceed to the next step of the grievance procedure.

13.4 It is agreed that the Arbitrator shall have no power to add or subtract from or otherwise modify the terms of this Agreement.

13.5 Disputes between CWS and the Union with respect to the interpretation or application of the Agreement are also subject to the grievance and arbitration procedure.

13.6 It is agreed that those steps of the grievance procedure calling for formal joint session will be held on the Employers' time. Arbitration will be held on the Employers' premises if possible. Two (2) Union representatives will normally be allowed to represent the grievant on CWS time. Witnesses will be called as needed.

13.7 For disputes involving the discharge of an employee, arbitration (Step 4) shall be in accordance with the Expedited Rules of the American Arbitration Association. The parties agree to accelerate the processing of layoff grievances as much as reasonably possible.

ARTICLE 14: HEALTH AND SAFETY

14.1 HEALTH AND LIFE INSURANCE

14.1.1 CWS will provide each post-probationary full-time and regular part-time employee (21 hours or more) with medical, health and life insurance benefits coverage (including eye glass reimbursement). All other currently offered health benefit policies will continue.

a. Effective January 1, 2014:

CBU members enrolled in the HIP HMO insurance plan as of October 2013 will be allowed to continue in that plan. The current employer contribution rate will continue as is. All other current and future CBU members will be covered by the Mercer Marketplace Insurance program. CWS's obligation to cover a certain percentage of the health care premiums at 100%, 90% or 80% as referred to in Article 14 shall be based on the premium rate for the \$800 deductible tier which shall be applied to whichever Marketplace tier the employee elects.

c. CWS shall continue to provide 50% of Group Insurance Premium for up to three (3) months unpaid maternity leave.

d. CWS shall continue to provide for \$100.00 reimbursement for the cost of voluntary second surgical opinions for each opinion.

14.1.2 Effective January 1, 1993, CWS will implement a Section 125 Plan covering all legally permissible benefits.

14.1.3 The Employer will pay the following percentages of the cost of said insurance:

1/1/2013 – 12/31/2013

a. 100% of cost (whether for individual or dependent coverage) for employees earning less than \$48,915.13 per year.

b. 90% of cost (whether for individual or dependent coverage) for employees earning less than \$52,839.38 per year.

c. 80% of cost (whether for individual or dependent coverage) for employees earning greater than \$52,839.38 per year.

1/1/2014 – 12/31/2014

a. 100% of cost (whether for individual or dependent coverage) for employees earning less than \$50,382.58 per year.

- b.** 90% of cost (whether for individual or dependent coverage) for employees earning less than \$54,424.56 per year.
- c.** 80% of cost (whether for individual or dependent coverage) for employees earning greater than \$54,424.56 per year.

1/1/2015 - 12/31/2015

- a.** 100% of cost (whether for individual or dependent coverage) for employees earning less than \$51,894.06 per year.
- b.** 90% of cost (whether for individual or dependent coverage) for employees earning less than \$56,057.30 per year.
- c.** 80% of cost (whether for individual or dependent coverage) for employees earning greater than \$56,057.30 per year.

The above schedule of annual salary amounts is intended to reflect the amounts of the wage increases set forth in Articles 8.1, 8.2 and 8.3 as of the effective dates of those increases.

14.1.4 If an employee incurs a medical expense as a result of erroneous information provided by CWS in writing, CWS shall pay such employee such sums of money as the employee would have received had the information been correct.

14.2 DENTAL INSURANCE

14.2.1 CWS shall provide each employee and their dependents with the option of dental insurance coverage through the Mercer Marketplace.

14.3 DRUG ALCOHOL ABUSE

14.3.1 CWS will maintain, in its Office of Human Resources, literature and materials regarding Drug and Alcohol Abuse Programs.

14.3.2 No employee may be discharged or otherwise disciplined simply for being an alcoholic or drug addict.

14.4 SAFETY RULES

14.4.1 CWS shall institute and maintain all reasonable and necessary precautions for safeguarding the health and safety of its employees.

14.4.2 CWS shall notify the Union of all accidents which occur in the institution within a reasonable time.

14.4.3 Employees shall notify the Human Resources Manager or his/her designee immediately in the event of any injury or accident.

14.4.4 The CWS shall insist that the Interchurch Center assure that all CWS work areas are properly ventilated, that ventilation is adequate in all areas where special machines are located, and

that the ventilation equipment is maintained to provide clean and healthful air.

14.4.5 The Union and the Employer shall establish a Joint Health and Safety Committee composed of an equal number of representatives from the Union and the Employer. The Committee will monitor work place health and safety conditions and ensure that the above provisions are implemented. The Committee will meet at least once every two (2) months unless a majority of the Committee determines otherwise.

14.4.6 The Union and the Employer shall establish an "Occupational Health & Safety Committee" to be part of the Joint Health and Safety Committee or a separate committee. The general responsibilities of the committee will be to promote health and safety education including regular meetings; evacuation plans and drills; workshops on preparedness training, health & safety rights, and protections on the job. Occupational Health and Safety is the mutual concern of the Employer, the Union and employees. Employees or the Union shall report safety and health hazards and violations of which they are aware to their supervisor or the Committee. The Employer shall comply with applicable federal, state and local safety laws, rules and regulations. Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees.

14.5 RETIREE HEALTH BENEFITS

14.5.1 Any person who is laid off at age 60 or older with at least fourteen years of participation in the health plan maintained by CWS will be treated as if he/she had fifteen years of such participation and will therefore be entitled to receive retiree health benefits under the CWS plan.

14.5.2 CWS 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, 15 years or more in the medical plan 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 CWS 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 CWS plan.

14.5.3 Health Insurance for Retirees: Implement as of 1/1/2009 cost-sharing for health insurance for retirees for collective bargaining unit employees and retirees from the collective bargaining unit. There is no change in eligibility.

a. For current retirees previously a part of the collective bargaining unit and current collective bargaining unit employees 65 and over there would be no change in the current contributions toward health insurance for retirees.

b. For collective bargaining unit employees under age 65 contributions upon retirement toward health insurance would be the same percentage (for most employees 20%) as was being paid toward health insurance at the time of retirement. CWS will pay the remainder (for most employees 80%) of the premium up to a maximum of \$15,000 per single premium and the additional costs are the responsibility of the employee.

c. For collective bargaining unit employees hired after April 1, 2008, the employee upon reaching retirement and eligibility requirements would pay 50% of the health insurance for retiree costs. CWS will pay 50% of the health insurance for retiree costs up to a maximum of \$10,000 and the additional costs are the responsibility of the employee.

d. Effective January 1, 2012, CWS will move former CBU members in their retirement program into a Cigna Group Medicare Supplement plan.

e. CWS will provide the Cigna Group Medicare Supplement plan for current CBU members, both CWS and NCC, who qualify for the health insurance in retirement program.

f. CWS will maintain the HIP Medicare Supplement program for former NCC CBU members that are currently enrolled in the HIP Medicare Supplement program and allow those current NCC CBU members that are enrolled in the HIP insurance program to move to the HIP Medicare Supplement program in retirement.

ARTICLE 15: PENSION BENEFITS

- 15.1** Effective January 1, 2014 Church World Service shall bi-weekly contribute for all post-probationary regular full-time and regular part-time employees (21 hours or more) to the Church World Service 403 (b) Defined Contribution Plan at the rates listed below:
- a.** 5% contribution for employees with less than 5 years of service
 - b.** 7% contribution for employees with 5 years to less than 15 years of service
 - c.** 9% contribution for employees with 15 or more years of service
 - d.** 11% contribution for those current employees with 15 or more years of service and for employees over the age of 60 with less than fifteen years of service.
- From April 1, 2013 to December 31, 2013 CBU Members will receive 11% contributions. The foregoing contributions shall be offset by any amounts contributed to denominational plans and subject to legal limitations.
- 15.2** Employees may or may not elect to contribute any sums of money from their gross wages, before tax, up to the maximum dollar amount allowed by I.R.S. regulations, to the TIAA-CREF Tax Deferred Annuity Plan.
- 15.3** Employees eligible for pension benefits under the NCC Pension Plan become vested in that benefit upon completion of their probation period. All regular full-time and regular part-time employees (21 hours or more), not already vested, became vested on December 31, 2002.
- 15.4** Funds contributed by CWS to their respective 403 (b) Plan shall become vested to the employees at the end of each pay period. These funds may be withdrawn upon termination from CWS in accordance with the terms of the Plan.
- 15.5** A representative of the Union shall continue to serve on the Pension Board of the NCCC Pension Trust.

ARTICLE 16: ANNUAL LEAVE

16.1 ALLOWANCES

Vacation leave time allotment shall be provided at the start of the fiscal year (July 1) or upon the completion of probation. The allotment shall be pro-rated based upon hours worked and/or hire date and shall be allotted as follows:

Less than 1 year	7 hours for each completed month of service (12 days per year);
For 1-5 years	10 hours per month (17 days per year);
More than 5 years	13 hours per month (22 days per year).

16.2 EXTRA ALLOWANCE FOR TWENTY YEAR EMPLOYEES

Employees having service credit of twenty or more years shall be granted an extra week (five (5) working days) of annual leave per year.

16.3 SPECIFIC REGULATIONS

The following specific regulations apply to the accumulation and use of annual leave by employees:

16.3.1 Employees may carry over a maximum of 70 unused hours (10 days) to the following vacation year. The Employers shall schedule Annual Leave at mutually agreed times. In March of each year, those employees who would reach the maximum leave accrual by the end of the year will be notified along with their supervisors in order to permit them to arrange time off and avoid reaching the maximum accrual.

16.3.2 Vacation schedules and other absences on annual leave shall be subject to the approval of the immediate supervisor. Unit vacation schedules shall be arranged as far in advance as is practical and shall coincide with the personal plans of employees as nearly as possible, but work requirements of the unit and the seniority of employees shall be given first consideration. In no event shall the advance notice be less than

two (2) weeks unless otherwise authorized by the immediate supervisor or his/her designee.

- 16.3.3** In the case of part-time employment, the computation of annual leave allowances shall be pro-rated.
- 16.3.4** Annual leave must be taken in time off from work and not in additional compensation, except in the case of separation from CWS. Regular post-probationary employees shall be paid for all unused annual leave accumulated at the time of separation from CWS.
- 16.3.5** Employees starting employment with CWS on or before the 15th of a month shall be allowed annual leave credit for the month. Employees leaving the employment of CWS on or after the 15th of the month shall also be allowed annual leave credit for the month.
- 16.3.6** No annual leave shall be used by an employee until after the successful completion of the designated probation period. Credit for that period shall then be granted.
- 16.3.7** Documented illnesses or other documented personal emergencies occurring while an employee is on vacation shall be charged against sick leave or the appropriate leave category respectively rather than against annual leave if requested by the employee and approved by the Human Resources Manager. Approval can only be withheld for failure to provide adequate documentation.
- 16.3.8** Employees on vacation or sick leave for any full day shall be charged with a full day of leave regardless of whether any or all of CWS employees are released early because of weather or other circumstances.
- 16.3.9** Temporary employees do not earn annual leave while in such status. If a temporary employee becomes permanent, annual leave will be credited from the date of last hire.

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.

ARTICLE 17: LEAVES OF ABSENCE

17.1 PAID LEAVES

17.1.1 Sick Leave

- a. Sick leave shall accrue at the rate of one (1) day per month for each completed month of service.
- b. An employee may accrue up to a maximum of one hundred and twenty (120) days sick leave as of April 1, 2001.
- c. The option to receive up to six (6) days, in cash, one week before Christmas is eliminated effective January 1, 2002.
- d. The Employer agrees that a "catastrophic illness" bank be established to allow bargaining unit employees to contribute up to six (6) days from their sick leave balance to the catastrophic illness bank (every December). The catastrophic illness bank will be allocated by a Joint Committee of three (3) persons from the Employer and three (3) 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 CWS Executive Director's decision shall be final. Effective April 1, 1998, employees who retire from CWS and have not used their leave may transfer one (1) day of unused sick leave to the catastrophic illness bank. Effective April 1, 1999, this shall increase to two (2) days of unused sick leave, and effective April 1, 2000, this shall increase to three (3) days of unused sick leave.
- e. Sick leave shall be granted for absences necessitated by personal sickness or injury including pregnancy, miscarriage, abortion, childbirth and recovery there from, exposure to contagious disease which requires quarantine or isolation or by medical or dental examinations. An employee out on sick leave more than five (5) days must submit a doctor's certification upon return to work.
- f. Employees who are on maternity, paternity or adoption leave will be credited with one hundred percent (100%) paid leave for each seven (7) hours of sick leave they have accumulated. The total of normal sick leave hours accumulated plus any additional hours credited may not exceed the maximum of four hundred and twenty (420) hours. The normal requirements for medical evidence of disability will be waived during the period of such maternity or paternity leave after the child arrives until the maximum number of hours has

been exhausted. Thereafter, the person will qualify for leave under Section 17.2.1 of this Article.

- g.** When sick leave has been exhausted, an allowance of additional leave for a period not exceeding one (1) month may be granted with pay by the Global Director of Human Resources upon recommendation of the Unit Executive. Allowances of more than one (1) month in excess of the accumulated sick leave may be granted with pay by the Personnel Committee upon joint recommendation by the Global Director of Human Resources and the Unit Executive.
- h.** Temporary employees do not earn sick leave while in such status. When a temporary employee becomes or should have become permanent, up to two (2) days of sick leave will be credited from date of hire.
- i.** Where practical (except in case of an emergency) an employee taking a day of sick leave (or someone on the employee's behalf) is required to call his/her supervisor, or if unable to reach the supervisor another person designated by the Unit Director or leave a recorded message with one of the above, before the shift starts, if possible, but no later than one (1) hour after the shift starts. If circumstances warrant, an employee may give notice in such a call of necessary absence for more than one day.

17.1.2 Bereavement Leave

In the case of the death of a member of the immediate family (grandparents, mother, father, sister, brother, daughter, son, current mother-in-law, current father-in-law, or spouse) or household member, four (4) working days leave shall be granted with no loss of pay. For determination of the identity of the mother-in-law and father-in-law, spousal equivalents will be recognized. A reasonable amount of additional time, without pay, shall be allowed for employees who travel long distances in connection with the bereavement. Requests for additional unpaid leave (in addition to time needed to travel long distances) shall not be unreasonably denied. For the purposes of this section a divorced person's former father-in-law or mother-in-law will be considered a current father-in-law or mother-in-law if the employee is not remarried at the time of death. When requested by the Office of Human Resources, confirmation of death (such as an obituary notice, a note from a funeral director, or funeral bulletin) shall be provided.

17.1.3 Jury or Witness Leave

Leave shall be allowed in order to permit regular and probationary employees necessary time off to meet their civic obligation to serve as jurors or witnesses when summoned. Regular compensation by CWS during the time of such duty shall not be reduced and employees shall retain any jury or witness fee paid to them for this service, provided that they submit documentation of such service rendered, except in cases of service beyond two (2) weeks in any twelve (12) month period, when the fee received for service beyond two (2) weeks shall be remitted to the Employer and used as an offset against regular compensation.

17.1.4 Military Training Leave

Regular employees who are members of the National Guard or Reserve unit shall be allowed military leave with full pay for a period not to exceed seventeen (17) calendar days annually in order to take required military training; provided they submit documentation of orders for such training to the Global Director of Human Resources.

17.1.5 Sabbatical Leave

After at least five (5) years of service with CWS, up to three (3) months leave with pay may be granted to employees by the Executive Director of CWS and at the Executive Director of CWS' sole discretion for study or other purposes which will contribute to the employee's value and service to CWS. An explanatory application shall be submitted to the employee's Unit Executive and the Global Director of Human Resources at least sixty (60) days prior to the requested leave, and shall include a statement by the employee agreeing to return to service with the organization for a period of at least one (1) year thereafter. The period of leave may be adjacent to the employee's annual leave. An additional two (2) month extension at half salary may be granted in special cases. An honorarium or compensation received for services rendered as a CWS employee during the leave shall be reported and handled in the same manner as honoraria or compensation received or services performed on CWS time.

17.1.6 Leaves to Attend Denominational Assemblies or Conventions

Regular employees who have been duly elected or appointed by their denominations to attend national or international assemblies or conventions may be allowed paid leave for this purpose not to exceed five (5) days per year. In addition, unpaid leave up to a maximum of five (5) days per year may be granted for this purpose. In both cases, the request must be submitted in writing to the Unit Executive and the Global Director of Human Resources for the Office of Human Resources and the approval of both is required.

17.2 UNPAID LEAVE

CWS shall permit regular employees the following unpaid absence from work without loss of accumulated employee privileges. However, annual leave and sick leave credits and service credits shall not accrue to any employee during periods of leave without pay of more than one (1) month in duration.

17.2.1 Maternity, Paternity and Adoption Leave

Employees shall be entitled to a maximum of twelve (12) months maternity, paternity and adoption leave including the paid time available under Section 17.1.f of this Article and the unpaid time under Section 17.2 because of the addition of a new child to the family, whether through childbirth or adoption.

17.2.2 Disability Leave

An employee who is unable to work due to non-occupational sickness or accident shall be allowed up to nine (9) months leave of absence, without pay.

17.2.3 Workers' Compensation

An employee who is unable to work due to occupational sickness or accident sustained while in the employ of CWS shall be allowed up to twelve (12) months leave of absence without pay.

17.2.4 Personal Leave

Upon written request and with the approval of the Unit Executive and the Global Director of Human Resources, a regular employee may take a personal leave of absence without pay for a period not to exceed three (3) months. Leave of absence without pay for a longer period, not exceeding one (1) year, when submitted in writing, may be allowed upon recommendation of the above officials if approved by the Executive Director of CWS. In granting such leave, no reasonable

request shall be refused, but the interests of CWS shall be given first consideration.

17.3 MEDICAL EMERGENCY HOME CARE

Employees may use annually up to twelve (12) days of their sick or annual leave for sickness in the household or immediate family by following the procedure provided for in Article 17.1.1.i.

17.4 FAMILY MEDICAL LEAVE ACT

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

ARTICLE 18: JOB DESCRIPTIONS AND SPECIFICATIONS

- 18.1** CWS has the right to prepare job specifications and job descriptions and to change them. CWS will provide the Union with any changes in job specifications and job descriptions to meet the needs of the Employer. The Employer shall establish any new or revised specifications in accordance with Section 18.5 of this Article.
- 18.2** Employees shall be classified and paid according to job specifications which reflect the major portion of their duties. If the Union disagrees with the rate of pay set for the job, the dispute shall be subject to Article 13 of this Agreement.
- 18.3** This Article does not prevent CWS from using employees on an occasional or sporadic basis in different job classifications for the efficient operations of the organization provided that, if on five (5) or more consecutive days that an employee works in a job classification at a higher range, the employee shall be paid at the higher range during that period.
- 18.4** Employees may apply for reevaluation of their job descriptions. The Director of Human Resource or designee will reply within a reasonable time but no later than thirty (30) days following receipt of the application. If reclassification occurs as a result of the job evaluation, it will become effective as of the date of application.
- 18.5** The Joint Committee consisting of three (3) representatives CWS and three (3) representatives from the Union shall meet at least once a month. The Committee shall consider all disputes regarding the revision, establishment, and/or reclassification of job specifications and/or job descriptions and/or positions held by individual employees. The Committee shall continue to be guided by the following principles:
1. Equal pay for equal work;
 2. Job qualifications to be stated in terms of necessary requirements;
 3. Educational requirements should state "or equivalent work experience";
 4. All job specifications should be general except when it is essential to have a specific job specification;
 5. Clear distinction between ranges. Factors to be considered are: skill, responsibility, type of supervision by others and of others.

In the event that a matter is not resolved by the Joint Committee, it shall be subject to resolution in accordance with the arbitration provision of Article 13 of this Agreement. Where the effect of the revision, establishment, or reclassification would be to change the pay rate of any employee, the status quo shall be maintained until any dispute is resolved whether or not the change is sought by the Union, an employee, or CWS.

ARTICLE 19: TEMPORARY EMPLOYEES

- 19.1** CWS shall have the right to hire temporary employees to cover unusual and substantial non-continuous and non-recurring increases in work load (not normally exceeding ten (10) working days) or to fill job vacancies caused by leaves of absence, whether paid or unpaid, of a bargaining unit employee when no qualified (and available) employee is on layoff.
- 19.2** A temporary employee is a person who is employed less than four (4) months within a calendar six (6) month period on work which is usually non-continuous and non-recurring in nature of his/her job. A temporary employee becomes a “regular” employee within the meaning of this Agreement when such employee is either employed for more than four (4) months within a six (6) month period or successfully bids on a vacant position.
- 19.3** It is not the intention of the Employers or organization to hire temporary employees to fill positions normally held by permanent employees.
- 19.4** Temporary employees will not fill permanent positions except for interim vacancies, leaves of absence, or illness.
- 19.5** It is agreed that retirees may be used on a temporary basis, provided they do not take the place of permanent employees.
- 19.6** If a temporary employee becomes permanent after four (4) months, the probationary period shall be waived.
- 19.7** It is agreed that this Article applies to persons working on the premises who may not be on CWS payroll excluding temporary professionals and management consultants not performing traditional bargaining unit work. CWS shall notify the Union at the end of every month of any management consultant and temporary professional who is retained during that month and paid by CWS.
- 19.8** The time periods in this Article may be extended with the Union’s consent. The Union will not unreasonably withhold its consent.
- 19.9** Temporary employees are paid the contract rate for the work they are doing but do not have contractual fringe benefits.

ARTICLE 20: OUTSTANDING PERFORMANCE AWARDS

20.1 A Unit Executive may recommend to the Staff Committee on Outstanding Performance Awards, through the Office of Human Resources for approval by the Global Director of Human Resources, the granting of an Outstanding Performance Award for any employee. To be eligible for such an Award, the accomplishment of the employee must meet one of the following tests:

20.1.1 Outstanding and unusual performance with all aspects of performance not only exceeding normal requirements but outstanding and deserving of special commendation. Award: Five percent (5%) salary increase.

20.1.2 Sustained performance and superior accomplishment for a period of at least three (3) months of special work over, and above the normal requirements of the employee's position, provided that the employee's current performance is not less than satisfactory. Award: Payment equal to five percent (5%) of the employee's salary at time of completion of service performed.

20.1.3 Initiation of an idea, method or device which has improved the services of the organization to its constituents or staff or provided for, more economical or efficient operation of a unit's program. Award: Cash payment of not less than \$250 to a maximum of \$500, the amount to be determined by the Staff Committee on Outstanding Performance Awards.

20.1.4 A special act or service, related to an employee's service in the CWS, over and above normal position requirements, of an unusual or distinctive character, where its recognition as basis for an award would serve as a definite incentive to others. Award: Cash payment of not less than \$250 to a maximum of \$500, the amount to be determined by the Staff Committee on Outstanding Performance Awards.

20.1.5 Performance Review

Any performance review system utilized by CWS must provide an objective, consistent, and uniform way to gauge employees' job performance. The purpose of the performance review is:

a. To improve the understanding of job accountabilities as seen by the employee and the supervisor;

- b.** To assure that all staff members have periodic reviews of their job performance with their supervisor;
- c.** To identify areas of potential career development;
- d.** To identify the employee's job skills and examine ways to improve and develop performance; and
- e.** To identify opportunities for support by the employee's supervisor, including on-the-job training to use equipment and to learn job skills which will enhance the employee's work performance. Any performance evaluation of an employee by CWS or any of its personnel agents will be shown to the employee and initialed by the employee. The initialing means that she/he has read the evaluation and does not mean Agreement with its content. An employee has the right to consult with a Union representative before they initial the performance evaluation. An employee may not be required to give a critical assessment of his or her abilities or performance.

ARTICLE 21: UNION ACCESS

21.1 Bulletin Boards

CWS will provide a designated bulletin board on each floor for the posting of Union notices. Such Union notices are not subject to prior approval by management, but shall pertain solely to Union business and shall not contain anything derogatory to the organization or contrary to its policies.

21.2 Personnel Files

An employee has the right of access to his/her own official personnel and position files (post-employment) within two (2) working days after making an appointment with the Office of Human Resources. An employee is not entitled to see or to copy any material that preceded his/her employment or involves personal recommendations or confidential references. An employee has the right to respond in writing to any material in the employee's official personnel file. The Union has the right, within two (2) working days after making an appointment with the Office of Human Resources, to reasonable access to see and copy relevant information contained in official personnel files that relate directly or indirectly to a grievance. The Office of Human Resources has the right to be present during any inspection of the official personnel files in accordance with CWS policy.

21.3 Union Meetings

CWS shall provide space on its premises upon request for meetings of bargaining unit employees and shall not unreasonably withhold its consent for the union to hold meetings in rooms controlled by the Interchurch Center, provided that, except in cases of emergency, the Union shall give the Office of Human Resource three (3) days notice of its request. The Union shall not meet on CWS time.

21.4 Union Activity

A total of five (5) days per year shall be granted to employees designated by the Union to attend union conferences, workshops, training and other special union activities. Unused hours shall roll over for the life of the agreement.

ARTICLE 22: CHILD CARE, ELDER CARE & TRAINING FUND

- 22.1** The Employer agrees to establish a Child Care/Elder Care/Training Fund 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 Employer. The Joint Labor/Management Committee will agree on the application process, guidelines, etc. so that going forward there is transparency and clarity as to the direction and development of plans for the use of these funds. The benefit will be a single fund of \$20,000 on April 1, 2013 and \$20,000 on April 1, 2014 and \$20,000 on April 1, 2015. There is a maximum payment annually to any individual of \$3,000 for child care and/or elder care and a maximum payment for tuition to any individual annually of \$5,000. The maximum total payment to any individual annually will be \$5,000. The funds will be budgeted operational expenses and will not roll over to the following year.
- 22.2** CWS shall establish a work pool for employees' teenaged children for the summer months and school holidays and, where practical, shall use them instead of employing temporary employees unrelated to CWS employees. The children of bargaining unit personnel will not be discriminated against as compared to the children of non-bargaining unit personnel.

ARTICLE 23: ELDER CARE

CWS will continue to provide regular full-time and regular part-time employees with an eldercare resource, referral service, and will provide seminars designed to address the specific needs of employees through The Employee Assistance Program (EAP).

The Employer agrees to establish subsidies for Elder Care, as per Article 22: Child Care, Elder Care & Training Fund.

ARTICLE 24: NOTICE

Whenever written notice is to be given to the Union under the terms of this Agreement, it shall be delivered by hand or e-mail to the President or the Secretary or Treasurer of the Union or their designee. Written notice to CWS by the Union will be delivered by hand or e-mail to the Global Director of Human Resources or designee. CWS will provide the Union with a mail slot. Copies of all notices will be signed for upon receipt.

ARTICLE 25: STANDING JOINT LABOR/MANAGEMENT COMMITTEE

25.1 There shall be a standing Joint Labor/Management Committee that will meet as often as necessary but no less than quarterly to discuss on a non-binding basis issues of common concern in an effort to forge consensus and strategic planning rather than crisis implementation. Consistent agenda items will include, but are not limited to CWS strategic vision and plans, future organizational directions and ways to optimize our collective work. The committee shall consist of four (4) representatives of CWS and four (4) representatives of the AEE.

The standing Joint Labor/Management Committee shall discuss issues of concern in connection with health care.

ARTICLE 26: NON-DISCRIMINATION

Neither CWS nor the Union shall discriminate on the basis of age, gender, creed or religion (as provided for in applicable law), race, color, national origin, citizenship status, marital or parental status, sexual orientation or affectional preference, gender identity or expression, status as a veteran, mental or physical disabilities, political belief, union membership or union activity.

ARTICLE 27: DURATION

27.1 This Agreement shall be effective April 1, 2013 and shall continue in full force and effect until midnight March 31, 2016. Unless one party hereto gives notice to the other party, in writing, sixty (60) days prior to March 31, 2016, this Agreement shall continue in full force and effect for an additional year and henceforth from year to year unless either party gives the other party sixty (60) days written notice prior to any anniversary of the original expiration date.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer(s) this 8th day of Sept. 2014.

CHURCH WORLD SERVICE

By:

Rhebe Dugg

THE ASSOCIATION OF ECUMENICAL EMPLOYEES, LOCAL 2110, UAW

By:

edw sch

SCHEDULE "A"

Minimum Yearly Salary (35 hours per week)

Title	Grade	Effective 4/1/2013	Effective 4/1/2014	Effective 4/1/2015
	22	\$42,365.30 (\$814.72)	\$43,636.26 (\$839.16)	\$44,945.34 (\$864.33)
Clerk/Clerk Typist				
	23	\$44,988.02 (\$865.15)	\$46,337.66 (\$891.11)	\$47,727.79 (\$917.84)
Accounting Clerk I				
Data Entry Operator II				
Mail/Stock Clerk				
Maintenance Assistant				
Secretary I				
	24	\$46,569.93 (\$895.58)	\$47,967.03 (\$922.44)	\$49,406.04 (\$950.12)
Accounting Clerk II				
Data Control Clerk				
Offset Press Operator I				
Refugee Resettlement SW Assistant				
Refugee Resettlement Worker				
Telex Operator I				
	25	\$48,148.91 (\$925.94)	\$49,593.38 (\$953.72)	\$51,081.18 (\$982.33)
Accounting Clerk III				
Clerk III				
Data Entry Operator Leader				
Offset Press Operator II				
Secretary II				
Warehouse Supervisor				
	26	\$51,594.06 (\$992.19)	\$53,141.88 (\$1,021.96)	\$54,736.14 (\$1,052.62)
Accounting Clerk IV				
Clerk IV				
Editorial Assistant				
Information Assistant				
Program Assistant I				

(continued next page)

Title	Grade	Effective 4/1/2013	Effective 4/1/2014	Effective 4/1/2015
	26 (cont)	\$51,594.06 (\$992.19)	\$53,141.88 (\$1,021.96)	\$54,736.14 (\$1,052.62)
Refugee Resettlement Supervisor I				
Refugee Resettlement SW I				
Secretary III				
Telex Operator II				
Word Processing Operator				
	27	\$55,317.33 (\$1,063.79)	\$56,976.85 (\$1,095.71)	\$58,686.15 (\$1,128.58)
Accountant I				
Administrative Assistant				
Assistant Budget Analyst				
Business Manager I				
Computer Operator II				
Editorial Associate				
Electronic DP Technician				
Payroll Clerk II				
Program Assistant II				
Secretary IV				
Typesetter Operator I				
Assistant Art Director I				
	28	\$58,976.34 (\$1,134.16)	\$60,745.63 (\$1,168.19)	\$62,568.00 (\$1,203.23)
Accountant II				
Allocations-Traffic Manager				
Business Coordinator				
Interpretation Specialist				
Mailroom Supervisor				
Program Specialist I				
Purchasing Agent				
Refugee Resettlement Supervisor II				
Typesetter Operator II				
Art Assistant II				

(continued next page)

Title	Grade	Effective 4/1/2013	Effective 4/1/2014	Effective 4/1/2015
	29	\$63,047.86 (\$1,212.46)	\$64,939.29 (\$1,248.83)	\$66,887.47 (\$1,286.30)
Accountant III				
Budget Control Accountant				
Business Manager II				
Program Specialist II				
Programmer				
Publications Production Manager				
Refugee Settlement SW II				
	30	\$65,487.15 (\$1,259.37)	\$67,451.77 (\$1,297.15)	\$69,475.32 (\$1,336.06)
Art Director				
Data Processing Operations Manager				
Office/Business Services Director				
Program Coordinator				
Programmer/Analyst				
Refugee Resettlement Administrator				
	30+	\$69,847.60 (\$1,343.22)	\$71,943.03 (\$1,383.52)	\$74,101.32 (\$1,425.02)
Senior Program Coordinator				
Ecumenical Relations				

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Medical Options Chart, January 1, 2014 – December 31, 2014

CWS New York based Union Member Contributions for Medical, Dental and Vision Rates as of January 1, 2014 in Mercer Marketplace.

Salary is based on full time equivalent (FTE) and the ranges listed below will change with any future across the board salary adjustment.

CWS pays 100% of the cost for active union members earning under \$50,381.39.

Employees pay 10% of the cost when earning at least \$50,382.58 but less than \$54,423.27.

Employees pay 20% of the cost when earning \$54,423.27 or more per year.

Employee Contributions			
\$0 Deductible Plan			
	0%	10%	20%
Employee	\$59.82	\$89.03	\$118.23
Employee+1	\$125.62	\$186.95	\$248.29
Family	\$195.01	\$290.22	\$385.43
\$350 Deductible Plan			
	0%	10%	20%
Employee	\$24.63	\$53.84	\$83.04
Employee+1	\$51.73	\$113.06	\$174.39
Family	\$80.30	\$175.51	\$270.72
\$800 Deductible Plan			
	0%	10%	20%
Employee	\$0.00	\$29.21	\$58.41
Employee+1	\$0.00	\$61.33	\$122.66
Family	\$0.00	\$95.21	\$190.42
\$1,500 Deductible Plan			
	0%	10%	20%
Employee	-\$21.11	\$8.09	\$37.30
Employee+1	-\$38.46	\$17.00	\$78.33
Family	-\$38.46	\$26.38	\$121.59
\$2,500 Deductible Plan			
	0%	10%	20%
Employee	-\$38.46	-\$23.58	\$5.63

CWS Net Cost			
\$0 Deductible Plan			
	0%	10%	20%
Employee	\$292.06	\$262.85	\$233.65
Employee+1	\$613.32	\$551.99	\$490.66
Family	\$952.11	\$856.90	\$761.69
\$350 Deductible Plan			
	0%	10%	20%
Employee	\$292.06	\$262.85	\$233.65
Employee+1	\$613.32	\$551.99	\$490.66
Family	\$952.11	\$856.90	\$761.69
\$800 Deductible Plan			
	0%	10%	20%
Employee	\$292.06	\$262.85	\$233.65
Employee+1	\$613.32	\$551.99	\$490.66
Family	\$952.11	\$856.90	\$761.69
\$1,500 Deductible Plan			
	0%	10%	20%
Employee	\$292.06	\$262.85	\$233.65
Employee+1	\$607.44	\$551.99	\$490.66
Family	\$921.74	\$856.90	\$761.69
\$2,500 Deductible Plan			
	0%	10%	20%
Employee	\$277.74	\$262.85	\$233.65

Employee+1	-\$38.46	-\$38.46	\$11.83
Family	-\$38.46	-\$38.46	\$18.36
Opt Out			
	0%	10%	20%
Employee	-\$58.00	-\$58.00	-\$58.00
Employee+1	-\$58.00	-\$58.00	-\$58.00
Family	-\$58.00	-\$58.00	-\$58.00

Employee+1	\$540.94	\$540.94	\$490.66
Family	\$818.50	\$818.50	\$761.69
Opt Out			
	0%	10%	20%
Employee	\$58.00	\$58.00	\$58.00
Employee+1	\$58.00	\$58.00	\$58.00
Family	\$58.00	\$58.00	\$58.00

Vision – Employee Contributions			
	0%	10%	20%
Employee	\$0.00	\$0.35	\$0.69
Employee +1	\$0.00	\$0.66	\$1.31
Family	\$0.00	\$0.96	\$1.93

Vision – CWS Net Cost			
	0%	10%	20%
Employee	\$3.45	\$3.11	\$2.76
Employee+1	\$6.56	\$5.90	\$5.25
Family	\$9.63	\$8.67	\$7.71

Dental without Ortho – Employee Contributions			
	0%	10%	20%
Employee	\$0.00	\$1.89	\$3.78
Employee +1	\$0.00	\$3.69	\$7.38
Family	\$0.00	\$6.05	\$12.10

Dental without Ortho – CWS Net Cost			
	0%	10%	20%
Employee	\$18.91	\$17.02	\$15.13
Employee+1	\$36.88	\$33.19	\$29.51
Family	\$60.52	\$54.47	\$48.42

Dental with Ortho – Employee Contributions			
	0%	10%	20%
Employee	\$0.00	\$1.89	\$3.79
Employee+1	\$0.00	\$3.69	\$7.38
Family	\$0.00	\$6.06	\$12.12

Dental with Ortho – CWS Net Cost			
	0%	10%	20%
Employee	\$18.93	\$17.03	\$15.14
Employee+1	\$36.92	\$33.23	\$29.53
Family	\$60.58	\$54.52	\$48.47

**Modification to side letter on vision care of October 27,
1992, 8/12/2003**

Employees must first submit claims for eye examinations and lens to their insurance carrier. Unreimbursed amounts may be submitted under the existing side letter on vision care of October 27, 1992. Unused amounts under the side letter may be rolled over to a maximum of \$100 for eye exams and \$200 for lenses.

Side Letter on Transit Chek, 5/10/2001

CWS will provide the opportunity for AEE members to purchase Transit Chek vouchers/Metrocards at employee expense, if and when same is provided for by law, and under terms and conditions that will not impose an undue administrative burden on the Employer.

**Continuance of the Bargaining Unit as a single unit, 5/10/01
(with annexes)**



Technical, **O**ffice and **P**rofessional
Union - Local 2110 - UAW - AFL-CIO

113 University Place, 5th Floor, New York, NY 10003 - (212) 387-0220, Fax: (212) 228-0198, Email: local2110@agc.org

May 10, 2001

Mr. Bernard A. Kirchhoff, Jr.
Director of Human Resources/CWS
P. O. Box 968
Elkhart, IN 46515

Ms. Laura Williams
Director of Human Resources/NCCC
475 Riverside Drive
New York, NY 10015

Dear Mr. Kirchhoff and Ms. Williams:

This is to confirm certain understandings reached in connection with, and as part of, the collective bargaining agreements between the National Council of Churches of Christ in the USA/CWSW ("the employer") and the Association of Ecumenical Employees, Local 2110, UAW ("the union").

The parties agree to this side letter stating: Nothing in this Agreement supercedes or is inconsistent with the new relationship between NCCCUSA and CWS, Inc. as embodied in the Report and Recommendation of the Special Committee to the NCCCUSA Executive Board revised on May 4, 2000 and the Points of Agreement for the Officers and Advisors of the NCCCUSA and the CWSW dated 11/14/00 attached hereto. Notwithstanding this, the agreement to continue the bargaining unit as a single unit will survive the contract.

AEE, Local 2110/UAW

NCCC/CWS:

President: Maida Rosenstein - Vice President: Mathew Jackson - Secretary-Treasurer: Mozzie Johnson - Recording Secretary: June Benjamin - Trustees: Jesus Diaz, Sharon Walls, Booker Washington - Sergeant-At-Arms: Wilma Dunbar - Guide: Bill Van Felix

**Report and Recommendations of the Special Committee
to the Executive Board
of the National Council of the Churches of Christ in the USA**

"See, I am making all things new."

– Revelation 21:5 (NRSV)

Summary

The Special Committee appointed by the Executive Board of the National Council of the Churches of Christ in the USA (NCCCUSA) to make recommendations on a new relationship between the NCCCUSA and Church World Service and Witness (CWSW), and additional participants have worked in a spirit of trust and hopefulness for our common ecumenical endeavor. We have reached consensus and report this to you with recommendations for action.

Our recommendations, summarized below, are to:

- launch a process of reflecting on our ecumenical mission, and join with other Christian communions (such as the Roman Catholic Church and Evangelical churches) in discussing a new vision in the new millennium for ecumenical ministry in the United States of America;
- enter into a new relationship between the NCCCUSA and CWSW that enhances our common ministry, builds trust and transparency, enables greater accountability and fulfillment of mission, and provides for separate financial management.

We have worked hard to reach this point. We hope that the NCCCUSA Executive Board and the Board of Directors of CWS, Inc. will give this report and its formal recommendations careful consideration. The background material is submitted to help inform your consideration and the resolutions are presented for your action. We encourage your support and welcome your comments to any member of the Committee, listed below.

Respectfully submitted:

Dr. Barbara Ellen Black
The Rev. Wesley Granberg-Michaelson
The Rev. Dr. Will Herzfeld
The Very Rev. Leonid Kishkovsky
Dr. Belle Miller McMaster
The Rev. Dr. Bruce Robbins

Dr. Bob Edgar
Ms. Linda Hartke (on behalf of
Rev. Dr. Rodney Page)
The Rev. Canon Patrick Mauney
The Rev. Daniel Rift

Background

The National Council of the Churches of Christ in the USA (NCCCUSA) saw 1999 come to a close after a year of difficult decision making, serious concerns about its financial condition, questions of vision and mission, leadership changes, and the celebration of 50 remarkable years of ecumenical ministry. Coming at the end of a quadrennium, it was a momentous year of ferment that was at once trying and hopeful.

During the year, the member communions of the NCCCUSA, acting through the organization's governing bodies, asked a number of important questions about the mission, function and structure of the NCCCUSA. These surfaced in the Transformation Review Committee, the brief life of a Strategic Planning Committee that was dissolved in favor of focusing energy on more urgent matters of finance, a new vision elaborated by the Transition Team during the summer 1999, and the structural proposals developed by the Transition Management Team in the fall for consideration by the Executive Board and General Assembly.

At the same time, concerns long expressed about the structure and place of Church World Service and Witness (representing 85% of the financial life of the Council – with highly restricted funds) became more pointed and were expressed more directly through the CWSW Strategic Plan adopted by communion representatives on the CWSW Unit Committee. A matter of great concern was the desire to enhance integrity in the use of funds by separating CWSW's financial management from the NCCCUSA while maintaining a continued programmatic relationship.

In the fall of 1999, the President of the NCCCUSA appointed a Special Committee to bring back to the Executive Board a proposal for a new relationship between the NCCCUSA and CWSW. The Special Committee met five times. After each meeting, it reported to the Executive Board and the Board of Directors of CWS, Inc. In October and November 1999, the Executive Board and General Assembly endorsed the principles and framework the Committee had developed as the basis of its work.

In 2000, newly elected officers, including Dr. Bob Edgar as General Secretary, and new governing bodies began their service – bringing new energy and perspectives to the life and work of the Council. The discussions within the Special Committee broadened beyond the immediate short-term issues around a new relationship between the NCCCUSA and CWSW, to more critical and engaging questions about the ecumenical movement in the United States and how a new vehicle for ecumenical ministry in the US might be born out of a dialogue among Christian communions.

Following the framework and the spirit of decisions made in Cleveland at the November 1999 meetings of the Executive Board and General Assembly of the NCCCUSA, the Special Committee reached consensus on its recommendations and urges their adoption. The Committee believes these steps, taken decisively and with continuing commitment, will: enhance transparency and accountability, build trust and mutual understanding, enable visioning of the future of ecumenical ministry in the United States of America, and promote a visible sign of our unity in Jesus Christ.

1 **Resolution EB- 1:**
2 *A New Ecumenical Vehicle in the United States of America in the New Millennium*

3
4
5 WHEREAS, the National Council of the Churches of Christ in the
6 USA (NCCCUSA) has celebrated the 50th anniversary of faithful witness to the Gospel of
7 Jesus Christ;

8
9 WHEREAS, a new millennium calls people of faith to reflect on their
10 commitment and service in a world that is broken, divided, and in need of the healing
11 power of the Gospel and the witness of all the saints;

12
13 WHEREAS, the NCCCUSA and its member communions see this
14 moment as an historic opportunity to reflect on our mission and to join with other
15 Christian communions in discerning the future of the institutional expression of the
16 ecumenical movement in the United States of America;

17
18 WHEREAS, the NCCCUSA as a community of Christian communions is
19 prepared to commit itself to join with others in a deliberate, participatory, theologically-
20 based reflection that dares to dream of and plan for the possibility of a new ecumenical
21 vehicle in the new millennium;

22
23 *NOW, THEREFORE* be it

24
25 *RESOLVED*, that the NCCCUSA launch a process of reflecting on
26 its mission, and join with other Christian communions (such as the Roman Catholic
27 Church and Evangelical churches) in discussing a new vision in the new millennium for
28 ecumenical ministry in the United States of America; and it is further

29
30 *RESOLVED*, that the NCCCUSA will look hopefully towards the birth of
31 a new ecumenical vehicle at the conclusion of the present quadrennium (2003); and it is
32 further

33
34 *RESOLVED*, that the NCCCUSA Executive Board:

- 35 ▪ appoints a Vision Team (names to be proposed at the Executive Board meeting in
36 May 2000); and
37 ▪ empowers the Vision Team to bring to the next meeting of the Executive Board a
38 framework and next steps for dialogue based on initial conversations with
39 member communions, the Roman Catholic Church, and Evangelical churches.

1 **Resolution EB-2:**
2 **A New Relationship Between the National Council of the Churches of Christ in the**
3 **USA and Church World Service and Witness/Church World Service, Inc.**
4
5

6 WHEREAS, the National Council of the Churches of Christ in the USA
7 (NCCCUSA) and Church World Service and Witness (CWSW)/Church World Service,
8 Inc. (CWS, Inc.) seek a new relationship that enhances our common ministry, builds trust
9 and transparency, and enables greater accountability and fulfillment of mission;

10
11 WHEREAS, the NCCCUSA and CWSW/CWS, Inc. have each been
12 engaged in extensive discussions, separately and together, regarding the goals and
13 challenges they face going forward;

14
15 WHEREAS, the NCCCUSA has undergone significant reorganization of
16 its internal structure;

17
18 WHEREAS, the NCCCUSA will undertake a major initiative to reflect on
19 its mission and will join with other Christian communions to envision a new ecumenical
20 vehicle in the new millennium;

21
22 WHEREAS, CWSW/CWS, Inc. has undergone a strategic planning
23 process led by representatives of member communions that envisions a new relationship
24 with the NCCCUSA that is built upon collaboration and coordination; and

25
26 WHEREAS, NCCCUSA and CWSW/CWS, Inc. representatives have
27 agreed to continue our common ministry while providing for separate financial
28 management by the NCCCUSA and CWSW/CWS, Inc.;

29
30 **THEREFORE**, be it

- 31
32 **RESOLVED**, that the NCCCUSA Executive Board reaffirms that:
33 ▪ the member communions of the NCCCUSA are represented through one General
34 Assembly;
35 ▪ the General Secretary serves as the chief ecumenical spokesperson; and
36 ▪ the NCCCUSA and CWSW/CWS, Inc. speak with one voice for the purposes of
37 public witness and communication; and it is further

38
39 **RESOLVED**, that the NCCCUSA General Secretary will serve ex officio
40 on the Board of Directors of CWS, Inc./Executive Committee of CWSW, and the CWSW
41 Unit Committee; and it is further

42
43 **RESOLVED**, that the NCCCUSA Executive Board authorizes the
44 separation of the financial management of the NCCCUSA and CWSW/CWS, Inc.
45 effective 1 July 2000 (including: accounting, receipting and payments, budgeting,

46 financial reporting, assets, investment management, auditing, payroll, contracting, bank
47 accounts); and it is further

48

49

RESOLVED, that the NCCCUSA Executive Board:

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- authorizes and delegates all legal and fiduciary responsibility for the finances of CWSW/CWS, Inc. to the CWS, Inc. Board of Directors/CWSW Executive Committee; and

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- reaffirms its role as the legal and fiduciary agent of the NCCCUSA and its oversight of the finances of the NCCCUSA, other than the finances of CWSW/CWS, Inc.; and it is further

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RESOLVED, that the NCCCUSA Executive Board:

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- approves staffing patterns to allow this to occur, including Controllers/CFOs within both the NCCCUSA and CWSW/CWS, Inc. that will work collaboratively but are accountable within each of the structures, and the continued role of the

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- General Manager for compliance with overall policy of the NCCCUSA; and
- affirms that the Executive Director of CWSW/CWS, Inc. reports to the Board of Directors of CWSW/CWS, Inc., and works collaboratively with the General Secretary of the NCCCUSA; and it is further

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RESOLVED, that the NCCCUSA Executive Board:

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- instructs the Constitution and By-Laws Committees of the NCCCUSA and CWSW/CWS, Inc. to work together to review legal documents and propose amendments to their respective governing instruments as required to fulfill these decisions;

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- appoints a Financial Transition Task Force of: Philip Young (Chair, NCCCUSA Administration and Finance Committee), Dan Rift (Chair, CWSW/CWS, Inc. Administration and Finance Committee), Barbara Ellen Black (NCCCUSA General Manager), Chuck Chamberlayne (NCCCUSA Controller), Joanne Rendall (CWSW Director of Finance and Administrative Services), and Linda Hartke (CWSW Director of Programs and Operations); and

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- charges the Financial Transition Task Force with implementation of these actions as swiftly as possible while assuring financial integrity, and require that they report to the NCCCUSA and CWSW Finance and Administration Committees; and it is further

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RESOLVED, that the NCCCUSA Executive Board affirms that effective with this action, any common functions or services provided by either the NCCCUSA or CWSW to the other will carry the associated cost that will be mutually agreed to, and instructs the Financial Transition Task Force to work on this matter.

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1 **Resolution EB-3:**
2 **Continuing the Process**
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5 WHEREAS, the National Council of the Churches of Christ in the USA
6 (NCCCUSA) participation in a process that may lead to the launch of a new ecumenical
7 vehicle will begin during the summer months of 2000;
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9 WHEREAS, the establishment of a new relationship between the
10 NCCCUSA and Church World Service and Witness (CWSW)/Church World Service,
11 Inc. (CWS, Inc.) will begin during the summer months of 2000; and
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13 WHEREAS, the NCCCUSA's commitment to these two efforts is
14 significant and immediate, and requires accompaniment by a team of communion
15 representatives and staff;
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17 **THEREFORE**, be it
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19 **RESOLVED**, that the NCCCUSA Executive Board:

- 20 ▪ appoints a Continuation Committee whose membership shall be: Dr. Barbara
21 Ellen Black, Dr. Bob Edgar, the Rev. Wesley Granberg-Michaelson, Ms. Linda
22 Hartke, the Rev. Dr. Will Herzfeld, Ms. Elenie Huzagh, the Very Rev. Leonid
23 Kishkovsky, the Rev. Canon Patrick Mauney, the Rev. John McCullough, Dr.
24 Belle Miller McMaster, the Rev. Daniel Rift, the Rev. Dr. Bruce Robbins, and the
25 Rev. Dr. McKinley Young; and
- 26 ▪ charges the Continuation Committee with monitoring the implementation of these
27 resolutions and insuring that their intent is fulfilled between meetings of the
28 NCCCUSA Executive Board.

Points of Agreement for the Officers and Advisors
of the National Council of the Churches of Christ in the USA
and Church World Service and Witness

November 14, 2000

1. The NCCCUSA is comprised of two ministries: Faith, Justice and Education Ministry (FJEM) and Church World Service and Witness (CWSW).
2. CWSW is the service and witness ministry of the NCCCUSA and all of the members of CWSW's Board of Directors are drawn from the constituent member communions of the NCCCUSA and elected by the NCCCUSA General Assembly (GA).
3. The President of the NCCCUSA serves the whole NCCCUSA.
4. The General Secretary of the NCCCUSA is an ex officio member of the CWSW Board of Directors.
5. The Executive Director of CWSW is an ex officio member of the Executive Board of the NCCCUSA.
6. The Chairperson of CWSW is elected by the CWSW Board of Directors. The Chairperson of CWSW is nominated for election by the GA as a Vice President of the NCCCUSA.
7. The Board of Directors of CWSW nominates five (5) persons from its board for election by the General Assembly to serve as members of the NCCCUSA Executive Board.
8. The Nominating Committee of the NCCCUSA nominates five (5) persons from the NCCCUSA Executive Board for election by the General Assembly to serve as members of the CWSW Board of Directors.
9. The General Secretary of the NCCCUSA is the chief executive officer of the Faith, Justice and Education Ministry of the NCCCUSA.
10. The Executive Director of CWSW is the chief executive officer of CWSW.
11. The General Secretary is the chief ecumenical spokesperson for the NCCCUSA, including CWSW and FJEM.
12. The General Assembly adopts public policy statements for the NCCCUSA, including CWSW and FJEM.

Settlement Agreement of Blue Cross/Prudential health coverage, 3/26/1997

Association of Ecumenical Employees
Local 2110, UAW
and
National Council of the Churches of Christ in the USA

SETTLEMENT AGREEMENT

March 26, 1997

In resolution of the arbitration concerning the maintenance of the Blue Cross/Prudential health coverage, the parties agree that the health benefits plans, which the Council must maintain or improve under Article 14 of the Collective Bargaining Agreement, shall not require maintenance of the Blue Cross/Prudential Plan, but shall require no less than the existing benefit plans, including the plan now placed with Allmerica, with the following modifications to that plan effective January 1, 1997:

- A. The coinsurance maximum ("stop loss") under the Allmerica Plan shall be reduced from \$5,000 to \$2,000 for individuals and from \$15,000 to \$6,000 for families.
- B. The Council shall reimburse employees with individual or family coverage for any deductible amount in excess of \$100 for individuals who exceed the coinsurance maximum.
- C. In addition to Paragraph B above, the Council shall reimburse employees with family coverage for any deductible amount in excess of \$300 when any member of the family exceeds the coinsurance maximum.
- D. The cost of the additional benefits provided as a result of the modifications described in Paragraphs A, B, and C ("additional cost") shall be borne by the Council and shall not be considered in calculating employee participation in premium payments.

E. In the event that in any calendar year the additional cost is less than \$4,500, the difference between \$4,500 and the amount of additional cost shall be distributed on a pro rata basis to bargaining unit employees (who participated in the plan and did not qualify for reimbursement under Paragraphs B and C) to reimburse them for deductible amounts incurred in excess of \$100 per individual and \$300 per family.

The parties agree that this settlement shall be embodied in a consent award by the arbitrator which shall be final and binding, and which he shall issue forthwith.

For the National Council of
the Churches of Christ in the USA:

For the Association of Ecumenical
Employees
Local 2110, UAW

Subcontracting Agreement, 4/4/1995

ASSOCIATION OF ECUMENICAL EMPLOYEES

Local 2110 - U.A.W. - AFL-CIO

475 RIVERSIDE DRIVE, NEW YORK, NY 10115

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 in the USA (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 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 sub contracting 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).

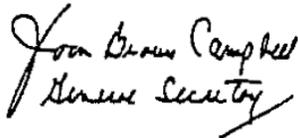
2. The Joint Committee described in Article of the Contract, shall meet to discuss the plan. In the event the AEE representatives on the Committee do not agree to the NCCC's plan, they shall propose an alternative plan meeting the criteria set forth above in I-IV. That alternate plan shall be proposed 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).

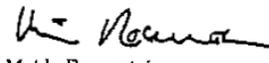
4. Notwithstanding the criteria set forth above, in no event may an arbitrator substitute his or her judgment for that of the NCCC in terms of the mission of the NCCC or the need to continue or end any particular program.

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 have 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 any interpretation of the collective bargaining agreement.


Joan Brown Campbell
General Secretary

Very truly yours,


Maida Rosenstein
President, Local 2110, UAW

Positions to be included in the unit, 10/27/1992



ASSOCIATION OF ECUMENICAL EMPLOYEES
475 Riverside Drive
New York, New York 10015

October 27, 1992

Mr. Emilio Carrillo, Director
Office of Human Resources
National Council of Churches
475 Riverside Drive, Room 520
New York, New York 10115-0050

Dear Mr. Carrillo:

This is to confirm certain understandings reached in connection with, and as part of, the collective bargaining agreement between the National Council of Churches of Christ, U.S.A. ("NCCC") and the Association of Ecumenical Employees, District 65, U.A.W. ("AEE") as they relate to the implementation of Article 2.1.2.

1. The person currently holding the position "Refugee Resettlement Administrator" (Kay Bellor) will continue to be outside the unit. When that position becomes vacant it will be included in the bargaining unit and will be filled in accordance with the terms of the collective bargaining agreement.

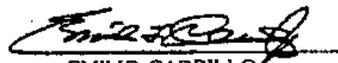
2. The support staff person now holding the staff support position for the Associate for Inclusiveness and Justice, and the staff support position she is holding, or its successor title, shall remain in the bargaining unit. In addition, any other person currently in the unit will not be excluded from the unit.

If the foregoing accurately confirms the parties understanding, sign in the space provided below.

Very truly yours,


Andrea de Urquiza
President
AEE, District 65, UAW

CONFIRMED AND ACCEPTED


EMILIO CARRILLO

If employer moves in NY Metro area, contract shall continue to apply, 10/27/1992



ASSOCIATION OF ECUMENICAL EMPLOYEES
475 Riverside Drive
New York, New York 10015

October 27, 1992

Mr. Emilio Carrillo,
Director, Office of Human Resources
National Council of Churches
475 Riverside Drive, Room 520
New York, New York 10115-0050

Dear Mr. Carrillo:

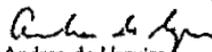
This is to conform certain understandings reached in connection with, and as part of, the collective bargaining agreement between the National Council of Churches of Christ, U.S.A. ("NCCC") and the Association of Ecumenical Employees, district 65, U.A.W. ("AEE").

1. That the AEE's withdrawal of its proposals to modify article 2 (including, but not limited to, the phrase "either directly or indirectly" in article 2/6) and its proposals for new Successors and Assigns Clause are withdrawn without prejudice as if they had been never made and shall not be referred to or cited by the NCCC either directly or indirectly as unachieved demands.

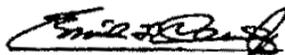
2. NCCC agrees that if it moves all or part of its operation within the New York Metropolitan area, the contract shall continue to apply to the new location or locations, and reasonable notice of the move shall be given to the AEE so that the parties may meaningfully discuss issues of joint concern.

If the foregoing accurately confirms the parties understanding, sign in the space provided below.

Very truly yours,


Andrea de Urquiza
President
AEE, District 64, UAS

CONFIRMED AND ACCEPTED


EMILIO CARRILLO



ASSOCIATION OF ECUMENICAL EMPLOYEES
475 Riverside Drive
New York, New York 10015

October 27, 1992

Mr. Emilio Carrillo
Director, Office of Human Resources
National Council of Churches
475 Riverside Drive, room 520
New York, New York 10115-0050

Dear Mr. Carrillo:

This is to confirm certain understandings reached in connection with, and as part of, the collective bargaining agreement between the National Council of Churches of Christ, U.S.A. ("NCCC") and the Association of Ecumenical Employees, District 65, U.A.W. ("AEE").

1. Once a year, the NCCC will pay up to \$50.00 for eye examination and 100% of lens costs, up to \$100, for those employees who are regularly required to operate a Video Display Terminal (VDT). The employee is required to submit a copy of the doctor's exam and paid bills to the office of Human Resources for approval.

If the foregoing accurately confirms the parties understanding, sign in the space provided below.

Very Truly yours,

Andrea de Urquiza
President
AEE, District 65, UAW

CONFIRMED AND ACCEPTED

EMILIO CARRILLO

Addition to Agreement 2/11/2010

This Addition to the Agreement is made by and between Church World Service, Inc. ("CWS"), the National Council of the Churches of Christ in the USA ("NCCC"), and Local 2110, UAW (the "Union"), dated February 11, 2010.

1. The Union waives the wage increase scheduled for April 2010 under the CBA for bargaining unit employees of CWS and NCCC.
2. Following the effective date of this Addition to Agreement and through the end of the current CBA on March 31, 2011, CWS and NCCC agree that they will not lay off any employee in the bargaining unit who was hired before January 1, 1998, and NCCC will cancel the furlough of bargaining unit employees proposed for 2010; provided, however, that in the event that any government grant currently or hereafter providing funding for CWS or NCCC valued at more than \$1 Million is withdrawn or fails to be renewed, and CWS or NCCC provides the Union with documentation verifying the same, CWS or NCCC may lay off employees in the bargaining unit hired before January 1, 1998; provided further that, prior to laying off any employee in the bargaining unit hired before January 1, 1998, as provided herein, CWS and NCCC will implement the wage increase waived in paragraph 4 hereof, or, at the Union's discretion, meet with the Union to discuss other mutually acceptable relief.

Side Memo Agreement on Selected Bargaining Unit Issues, 12/8/2011



CHURCH WORLD SERVICE



National Council of the Churches

Side Memo Agreement

Date: 12-08-2011

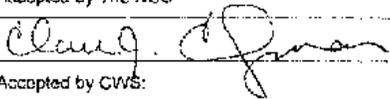
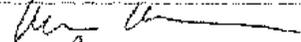
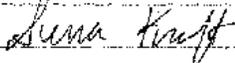
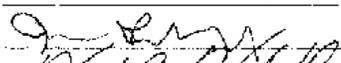
Re: Agreement on selected bargaining unit issues

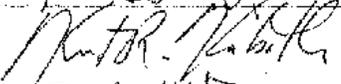
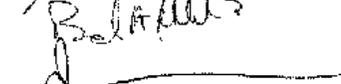
- 1 - The employers will create a new higher level Grade 30+ union staff category. The yearly salary for this grade will be equivalent to \$62,400.00 as of March 31, 2011. Any increase effective April 1, 2011 will also apply to this grade. Positions included in this grade will need to fill an organizational programmatic and/or administrative need, will need to have funding available and must qualify for the administrative or other exemption from overtime pay requirements. The Grade 30+ positions will be exempt from all overtime rules as set forth in Article 9.6 and all compensatory time rules as set forth in Article 9.8.
- 2 - The parties do not waive their positions with respect to the appropriate inclusion or exclusion from the CBU of any of current IRP Associate Directors, (Legal Program, International Programs, Pre Arrival, Post Arrival, and Urban Refugees). The parties do agree that the five current IRP Associate Directors (Fuys, Fleisher, Vines, Pinkham and Rodgers) will remain out of the bargaining unit. It is also agreed that should any of these positions become vacant, before posting or if there is a substantial change in position duties, CWS shall meet with the Joint Labor Management Committee on Job Specifications to review the Job Description Essential Duties to determine if there are enough non-supervisory administrative duties to reclassify as a Grade 30+ CBU position. The union agrees to withdraw with prejudice the arbitrations and/or grievances it filed concerning the positions of Andrew Fuys, Rhonda Fleischer and Graeme Rodgers.
- 3 - The NCC and the Union agree that the current contractual arrangements with the following individuals (whether as employees of NCC, temporary employees, per diem employees, or contractors) shall be either eliminated or included within the bargaining unit by no later than December 31, 2011: Clara Wong, Meissa Dixon, Elizabeth During, Meagan Manas, Suzanne Campise, Aminon Ripple and Joe Strife. The union agrees to withdraw with prejudice the arbitration it filed on or about August 5, 2011 concerning this matter. The parties further agree that when the Media Relations Specialist position (currently held by Phil Jenks) becomes vacant, it will be included in the union unit after any traditional management duties are moved from the position. The parties further agree that the NCC will continue to contract with local Theological Seminaries to participate in their Intern Programs where students are engaged during their studies to

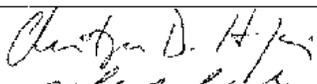
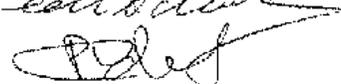
Page 1 of 2

BK *[Handwritten signature]*

have practical work experiences in their field of study. These Interns will not be performing traditional union work.

Accepted by The NCC:	Accepted by Local 2110 UAW:
	
Accepted by CWS:	
	

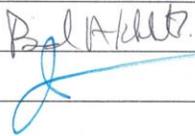
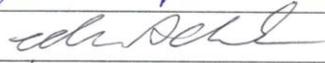
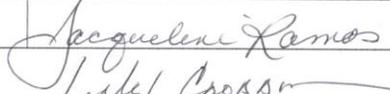

Side Memo Agreement on CBU Exclusion Language (Article 2.1), 10/22/2013

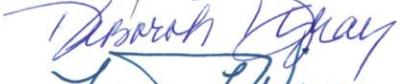


Side Memo Agreement

To: Union Negotiating Team
From: Management Negotiation Team
Date: 10-22-2013
Re: CBU exclusion language

There is nothing in the changes in the CBU exclusion language agreed to in the MOA signed on October 22, 2013 that shall be construed as a reduction in the scope of the Bargaining Unit.

Accepted by CWS:	Accepted by Local 2110 UAW:
	
	
	


Guidelines for Administration of the Education - Child Care - Elder Care Fund

Purpose

To clarify the eligibility criteria and administration requirements for bargaining unit members wishing to access the Education – Child Care – Elder Care Fund and to receive reimbursement for eligible expenses from the fund.

Definitions of Eligible Expenses

Education Expenses: Tuition and/or fees for college credit courses; continuing education workshops, conferences or seminars; certification tests; and technical classes (e.g. software, grant writing, regulation updates etc.) offered by an official or recognized program or organization. These educational events should relate directly to the individual's job, to developmental activities specified in the individual's performance evaluation, to gaining a college or graduate degree or certification or gaining capacity to take on increased responsibility or other positions within CWS.

Child Care Expenses: Fees paid to a licensed child care facility, individual provider, after school care program or emergency or ill child care provider for care for the employee's dependent children. The child care expenses are only for care that allows the parent to work. Dependent children must be either under fourteen (14) or adult disabled and are defined as the employee's biological children, grandchildren, foster children in the employee's care and children for whom the employee officially stands in the position of a parent.

Elder Care Expenses: Fees paid to a licensed elder care facility, individual provider or emergency care provider to care for the employee's dependent parent(s). The elder care expenses are only for care that allows the employee to work. Dependent parents are defined as the employee's biological parents, step parents, grandparents or individuals who officially stood in the position of a parent to the employee.

Allocation of the Fund Resources to Bargaining Unit Members

Option 1: Fund resources shall be made available as follows each contract year: \$10,000 will be made available from April 1 – September 30, and \$10,000 shall be available from October 1 – March 31. Funds shall be made available on a first come/first served basis as applications are received, with a caps according to the 10/22/13 Memorandum of Agreement until the fund resources are exhausted. Payment will be made upon receipt of the appropriate documentation. The Labor/Management Committee will endeavor to maximize the number of employees who receive at least some benefit, and may approve a portion of each request if the requests exceed the Fund's resources. Bargaining Unit seniority may be considered along with other factors in allocation of funds.

Documentation Required for Reimbursement

Education Expenses: 1) Receipts indicating payment of the tuition, conference, workshop or course fee or certification test fee, or an invoice indicating the cost if the employee is applying for reimbursement in advance. Employees who receive funding are required to present satisfactory evidence that they successfully completed the particular program/course(s) for which they received funding before being eligible for additional funding. 2) Proof of completion of or attendance at the course, conference or workshop or passing the certification test, if the employee is applying for reimbursement after the completion of a program/course(s). In the case of college courses, proof of

completion of the course with a grade of C or higher must be submitted. Employees who do not successfully complete a particular program/course(s), or who terminate their employment prior to completing a particular program/course(s), will be responsible for repayment of the funding for that program/course(s).

Child Care Expenses: 1) Receipts indicating payment for the childcare services, or an invoice indicating the cost if the employee is applying for reimbursement in advance. 2) A completed and signed W-9 form from the child care provider. 3) Proof of the child's age and dependent status. (Only needs to be provided once).

Elder Care Expenses: 1) Receipts indicating payment for the elder care services, or an invoice indicating the cost if the employee is applying for reimbursement in advance. 2) A completed and signed W-9 form from the elder care provider. 3) Proof of the individual receiving the care's relationship to the employee. (Only needs to be provided once).

Tax Treatment of Reimbursements from the Education – Child Care – Elder Care Fund

Currently, tax-free educational assistance benefits up to \$5,250 may be provided by CWS for payments for tuition, fees and similar expenses, books or supplies. According to the IRS, education generally includes any form of instruction or training that improves or develops your capabilities for your employer. At the current time, payments for graduate level courses are also tax-free, but this is subject to change. CWS reports any tuition paid on your paystub so that it can ultimately be reported in Box 14 on your W-2.

Payments made to you directly or on your behalf to a childcare provider or for elder care services are considered taxable income to you and subject to federal, state, and local taxes; as well as Social Security and Medicare taxes.

Payment Options for Receiving Reimbursements from the Education – Child Care – Elder Care Fund

CWS can reimburse the employee directly for approved education, child care or elder care expenses directly to the employee via check or ACH (direct deposit) or can pay the child care or elder care provider with a signed W-9 form. Payments to a college or university can also be made if the employee is still enrolled in courses and wants the reimbursement from a completed course to help fund current tuition. In no event will CWS pay a loan institution. Additionally, if an employee receives a Pell Grant or other type of educational assistance that does not require repayment, an employee cannot also request reimbursement of tuition, books or fees for the same course.

Process for Requesting Reimbursement from the Fund

1. Bargaining unit members would complete an Education – Child Care – Elder Care Reimbursement Request form and attach required documentation to the form.
2. Completed Education - Child Care – Elder Care Reimbursement Request Forms are submitted to the Human Resources Manager for the NYC office.
3. The Joint Labor/Management Committee designated to review and approve requests will evaluate each request against the eligibility criteria and availability of funds.
4. Approved requests will be forwarded to Elkhart Human Resources for payment.

5. Any requests that are denied will be communicated back to the affected individual in writing by the Joint Labor/Management Committee.

Confidentiality

Human Resources will evaluate the information contained in the reimbursement requests for any issues or concerns relating to privacy and confidential medical information that could trigger CWS's obligations under the Health Insurance Portability and Accountability Act (HIPAA) or the Americans with Disabilities Act (ADA). Should Human Resources determine that certain information be kept confidential, the union will be notified and the information will not be made available to the Joint Labor/Management Committee.

Request Form for Education, Childcare and Eldercare Fund



Request Form for Education, Childcare and Eldercare Fund

Employee Name: _____ Date of Request: _____

Request for Reimbursement for:

Education Childcare Eldercare

Amount of Reimbursement Request: _____

*Maximum payment to any individual annually of \$3,000 for childcare and/or eldercare. Maximum payment for tuition to any individual annually of \$5,000. Maximum total payment to any individual annually of \$5,000, in accordance with Collective Bargaining Agreement.

Required Documentation

For Child or Eldercare Reimbursement:

Please provide the name, address, date of birth and your relationship to the family member who will benefit from this Fund request:

Please provide a detailed description of the type of services that will be provided to the family member:

For Education Reimbursement:

Please give the full name and address of the educational institution(s) or organization(s) where you will be taking classes, courses or an educational program:

Please give a detailed description of the courses, classes, education or certification program you will be taking and explain how it relates to your employment:

Reimbursement Requirements

Childcare, eldercare, classes, courses, education or certification program expenses must first be paid for by the employee and the following documentation must be attached to this form in order to receive reimbursement up to _____ :

- Education and Course descriptions along with documentation showing grades and proof of completion of courses, classes, education or certification program must be provided to Human Resources (if employee is applying for reimbursement after completion of course). Employees who receive funding are required to present satisfactory evidence that they successfully completed the particular program/course(s) for which they received funding before being eligible for additional funding.
- Receipts and proof of payment or invoice, if employee is applying for reimbursement in advance
- W-9 Attached for Childcare or Eldercare Provider
- Documentation Showing Proof of Age and Services provided for Childcare Reimbursement.
- Documentation Showing Proof of Relationship and Services provided for Eldercare Reimbursement.
- Receipts attached showing Cost and Proof of Payment
- Date(s) this Reimbursement Covers: _____ to _____

Payment

- Employee via Check
- Employee via ACH (Direct Deposit) - please verify banking information with Human Resources
- Provider Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: () -

Email: _____

Tax ID#: _____

Taxes

If the reimbursement is a taxable fringe benefit (e.g. Childcare or Eldercare), I am requesting the taxes to be: (Must be done all within the same calendar year.)

- Be deducted from the Reimbursement check
- Be deducted from 1 pay check
- Be deducted over 2 pay checks
- Be deducted over 3 pay checks

Affirmation

I affirm that I have not received payment through other means for the reimbursements I am requesting nor has the cost been funded by other means such as a Pell Grant, Medicaid/Medicare etc. such that I will not be obligated to repay these payments.

I also affirm for Childcare or Eldercare that this request is to allow me to be able to work for CWS instead of taking care of my dependent or parent.

Employee Signature

Date

Joint Labor/Management Committee

Amount Approved _____

Approved by: _____

Date _____

Approved by: _____

Date _____