

MEMORANDUM OF AGREEMENT

AGREEMENT entered into this 1st day of April, 1998, by the Association of Ecumenical Employees, Local 2110, UAW ("the Union") and the National Council of the Churches of Christ in the U.S.A. ("the NCCC").

W I T N E S S E T H :

WHEREAS, the parties are desirous of extending and renewing the present collective bargaining agreement, ("the 1995-1998 Agreement") and addressing certain terms and conditions thereto as hereinafter set forth;

NOW, THEREFORE, the aforesaid 1995-1998 collective bargaining agreement is extended and renewed for the three (3) year term from April 1, 1998 to and including March 31, 2001 on the terms set forth below.

1. Except as specifically modified in this Memorandum of Agreement the 1995-1998 collective bargaining agreement between the parties as amended by the settlement agreement of March 26, 1997 shall continue in full force and effect.
2. Wages --
 - a. Effective April 1, 1998, all employees shall receive an increase in their annual wages of 3%.
 - b. Effective April 1, 1999, all employees shall receive an increase in their wages of \$ 1,100.00.

- c. Effective April 1, 2000, all employees shall receive an increase in their wages of 3%.
- d. The schedule of costs paid by the employer and employee toward the health care insurance premium shall be modified in accordance with the increase in wages as per past agreement.

3. Training --

The Council agrees that the training fund set forth in Article 10.9.2 shall be increased on or about the date of the execution of a new collective bargaining agreement to \$ 15,750; to \$ 16,500 as of April 1, 1999, and \$ 17,000 as of April 1, 2000.

4. Child Care --

Effective on or about the date of the execution of a new collective bargaining agreement, the NCCC will provide an annual Child Care Fund of \$ 10,000.00 to be distributed as a child care subsidy to employees with children who are thirteen (13) years of age or younger or disabled dependent children who require specialized care, in accordance with a program and formula to be developed by the Union and approved by the NCCC. Such approval shall not be unreasonably withheld. The annual fund contribution of the NCCC shall be increased to \$ 11,000 on April 1, 1999, and \$ 12,000 on April 1, 2000.

5. Annual Leave –

Change section 16.3.2. to read as follows: “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.

6. Elder Care –

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

7. Transit Check –

The NCCC will provide the opportunity for AEE members to purchase TransitChek 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 NCCC.

8. Non-Discrimination --

Neither the NCCC nor the Union shall discriminate on the basis of race, color, creed or religion (as provided for in applicable law), national origin, citizenship status, disability, political belief, sex, sexual orientation, age, marital status, union membership, or union activity.

9. Meal Allowance –

Effective as soon as a new collective bargaining agreement is executed, the cost of a meal will be reimbursed up to \$ 9.00 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. Effective April 1, 1999 the reimbursable amount will increase to \$ 9.50.

10. Second Language Differential –

Effective upon execution of a new collective bargaining agreement, employees who are regularly 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 of \$ 9.00 per week to a maximum of \$ 468 per year. This amount shall be increased as follows: on or about April 1, 1999, \$ 9.50 per week to a maximum of \$ 494.00 per year; on or about April 1, 2000, \$ 10.00 per week to a maximum of \$ 520.00 per year.

11. Leaves of Absence –

Effective April 1, 1998, employees who retire from the Council and have not used their sick 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.

12. Severance Pay –

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 the NCCC and informed at the time of 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 NCCC 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.

13. Side Letter –

The side letter dated April 4, 1995 shall be renewed except that the parenthetical phrase “(or such longer that the NCCC took to prepare its proposal)” shall be eliminated from the letter. In addition, the parties various proposals, on and off the record, concerning proposed modifications to the April 4, 1995 side letter and/or proposals concerning

subcontracting are withdrawn without prejudice as if they had never been made and shall not be referred to or cited by the parties either directly or indirectly as unachieved demands, or otherwise in support of an interpretation of the collective bargaining agreement.

This agreement is subject to ratification.

IN WITNESS WHEREOF, the NCCC and the Union have executed this Agreement, this 1st day of April 1998.

ASSOCIATION OF ECUMENICAL EMPLOYEES
LOCAL 2110, UAW

Hei Aouni
Jane Kenyameri
Mozzie Johnson
Wendy McDowell
Maunela C. Shaw
Diane Bratker
Jane Javidi

THE NATIONAL COUNCIL OF THE
CHURCHES OF CHRIST IN THE USA

John Bryan Campbell
Clifford Stok
Edlyn Miller-Saber
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