

AGREEMENT

BETWEEN

**INTERFAITH CENTER ON CORPORATE
RESPONSIBILITY**

and

**THE ASSOCIATION OF ECUMENICAL
EMPLOYEES, LOCAL 2110, U.A.W.**

OCTOBER 1, 2011 – SEPTEMBER 30, 2014

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Agreement made and entered as of the 23rd day of April 2012 by and between the Interfaith Center on Corporate Responsibility (“ICCR” or “Employer”) and the Association of Ecumenical Employees, Local 2110, U.A.W. (“the Union”).

ARTICLE 1 – RECOGNITION

1.1 ICCR recognizes the Union as the sole and exclusive collective bargaining representative for all its employees in the bargaining unit. Upon execution of this agreement, ICCR will recognize the Union as the sole and exclusive bargaining representative of ICCR employees and enter into an agreement with the Union as set forth herein.

ARTICLE 2 – BARGAINING UNIT

2.1 The bargaining unit covered by this agreement shall be all regular full-time and regular part-time appointed staff employees of ICCR, located at 475 Riverside Drive, New York, New York 10115, excluding any:

2.1.1 Managerial, confidential or supervisory employees, which the parties have agreed encompass, as of the date of this agreement, the following titles:

Executive Director
Development Director
Deputy Director
Director of Finance

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 the ICCR which is traditionally performed by the bargaining unit unless otherwise agreed by the parties.

2.6 No work traditionally performed by the bargaining unit shall be transferred or otherwise assigned outside of the bargaining unit when such transfer or assignment results in a reduction in pay, position or loss of jobs for those employees covered by the Agreement.

2.7 The categories of employees are employees who are exempt from overtime pay

requirements of the Fair Labor Standards Act (“Exempt Employees”) and employees who are non-exempt from overtime pay requirements of FLSA (“Non-Exempt Employees”).

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The management of the ICCR and direction of the work force, including the right to plan, direct and control ICCR 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 the ICCR, except as abridged by a specific provision of this Agreement. The foregoing enumeration of the functions of management shall not be deemed to exclude any other customary functions not listed. The ICCR’s exercise of its management rights shall be consistent with the provisions of this Agreement.

ARTICLE 4 – UNION SECURITY

4.1 All employees of ICCR 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 employees who are not members in 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 into positions other than those enumerated in 2.1.1 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, ICCR 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 ICCR harmless from any recovery of damages sustained by reasons of any action taken under the Article.

ARTICLE 5 – CHECK-OFF

5.1 ICCR will deduct the Union's monthly dues and initiation fees or agency fees from the first pay period wages after 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 to ICCR 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 ICCR harmless for any claims, actions or proceedings by an employee arising from deductions authorized in writing made by the Employer hereunder.

5.3 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 Check-off of Contributions to UAW V-CAP" form; provided further, however, that the Employer will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check-off 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 Check-off 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 Check-off 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 Check-off 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 Check-off authorization card and shall continue until the Check-off authorization is revoked in writing.

The Employer agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of

America (UAW). The Employer further agrees to furnish UAW V-CAP with the names and addresses of those employees for whom deductions have been made. The Employer further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each employee's deductions. This information shall be furnished along with each remittance.

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 ICCR, 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. ICCR 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 Executive Director (or his or her designee) will concurrently notify the Union of transfers, promotions, discipline notices or termination notices.

7.2 It shall be the policy of ICCR to maintain a fully integrated staff. ICCR shall commit itself to giving priority to the promotion, recruitment and placement of qualified racial, ethnic minorities and women where they have been underutilized, especially in higher job levels. ICCR shall endeavor to recruit, retain, mentor and cross-train persons of 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 October 1, 2011, unit employees on the payroll as of that date shall receive an increase in annual wage rate of 2%.

Effective October 1, 2012, unit employees on the payroll as of that date shall receive an increase in annual wage rate of 2%.

Effective October 1, 2013, unit employees on the payroll as of that date shall receive an increase in annual wage rate of 2%.

8.2 During the term of this agreement, the Employer shall pay and unit employees shall receive no less than the minimum annual salaries as set out below:

Grade 27 -	\$52,513
Grade 28 -	\$55,762
Grade 29 -	\$65,000
Grade 30 -	\$78,843

Employees shall be slotted in Grade 30 solely at the discretion of management and such shall not be subject to the grievance and arbitration provisions of the contract.

The Annual wage increases shall not be added to the minimums.

8.3 Grants/Projects

Employees hired to perform grant work shall be paid at no less than the minimum for the range except where the grant provides less than the minimum. In such cases ICCR shall request a waiver of the minimum for the duration of the grant and such request shall not be unreasonably refused. Under no circumstances shall such employee be paid less than the minimum for his/her pay grade after 18 months in the position.

8.4 Program Directors shall no longer receive compensatory time and the provisions of Section 9 shall not apply to the Program Directors. It is understood that the Program Directors will schedule their own hours while continuing to work the hours necessary to accomplish their job responsibilities.

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 set forth in this Agreement.

8.6 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 the salary range, shall receive a differential of \$10.00 per week, or an annual maximum of \$520.00.

ARTICLE 9 – HOURS OF WORK (NON-EXEMPT)

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 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

[This paragraph has been eliminated.]

9.5 Overtime

Non-exempt employees shall be paid one and one-half (1-1/2) times their regular hourly rate after eight (8) hours in a day or thirty-five (35) hours a week with no pyramiding (no overtime on top of overtime). Double time shall be paid for any hours worked on Sundays and ICCR holidays. ICCR may reasonably require employees to work reasonable amounts of overtime. Paid holiday time will be considered as seven (7) hours worked for calculation of weekly overtime pay.

9.6 Special Minimum Hours Of Work

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

9.7 Flexible Work Hours

Regular business hours of ICCR are 9:00 a.m. to 4:45 p.m. ICCR will establish a flexible work hour procedure that will provide choice for each employee for a deviance from the regular starting time of up to one hour (i.e., no earlier than 8:00 a.m. and no later than 10:00 a.m.) and a shortening of the lunch period to no less than 30 minutes. Each employee may choose a plan of seven (7) regular hours worked within the terms of the flex-plan. Nothing in this provision shall be deemed to preclude mutual agreement on a schedule of any employee of working hours and days different from those permitted above.

9.8 Compensatory Time

Non-exempt employees, with prior approval of the Executive Director (or his or her designee), 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 of the pay period that includes July 4 to the last work day of the pay period that includes the Friday before Labor Day, employees may opt to work a four-day, thirty-five hour work week providing approval is requested from the Executive Director (or his or her designee) by June 15th. Such approval shall not be unreasonably withheld.

9.10 Meal Allowance

The cost of a meal will be reimbursed up to \$9.50 if overtime is required of an employee that carries the end of the work day past 7:00 p.m. or if an employee works nine (9) hours or more in the same work day. A receipt must accompany the request for reimbursement.

9.11 Transportation Allowance

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

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 ICCR but includes prior CWS/NCC employment, if any. Seniority for regular part-time employees will be prorated.

Seniority for ICCR employees shall be measured as of the date of original hire with ICCR, including any prior employment with CWS/NCC, and shall be deemed to be continuous during any such period. Seniority thus calculated shall apply for all purposes including when the amount of an employee's entitlement to contractual benefits varies with the years of service.

ICCR supports the position that Seniority shall be used in the decisions in relation to promotion, transfer, layoff and recall.

10.1.2 ICCR 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 or 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 or 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 (6) 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 (6) 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 ICCR in writing to remove his/her name from the recall list;

10.4.7 refuses recall to three (3) 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. ICCR 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 greater of the minimum rate for the new position or an increase of at least 5 but up to 10% at ICCR's discretion.

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 Section 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 ICCR 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 and, if further orientation is necessary, the trial period may be extended by ICCR to 60 days. If the employee feels he/she is unable to perform the new 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 layoff, or who are designated to be laid off and who are eligible and have exercised their right to training for a particular position under Article 10.8.3, will be deemed to be qualified for that position.

10.6 Job Posting

10.6.1 ICCR retains the right not to fill vacant positions, but when it elects to do so, it shall promptly fill such vacant positions. The ICCR 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, ICCR 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 ICCR 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 Executive Director (or his or her designee). 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

NCC/CWS and ICCR. 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 made available by ICCR. 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 who the ICCR 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 (i) is not on layoff status, or (ii) 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 will 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 ICCR'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-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 ICCR will be followed.

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

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. Searches and interviews within the ICCR 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 the ICCR shall not forfeit severance pay. ICCR reserves the right to grant pay in lieu of notice. Every layoff must be accompanied by an appropriate reduction in the workload. At least twenty-four (24) hours' prior to the notice to the affected employees required by this section, the ICCR shall give notice to the Union in writing of their intention to lay off employees. ICCR will present a plan for the remaining workload.

10.8.2 Technological Change

a. ICCR 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 bargaining unit members. Any job using new technology that substitutes for or is an evolution of the current bargaining unit work shall remain within the bargaining unit.

b. (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 ICCR's expense for a job resulting from such technological change or for other jobs which the ICCR 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 technology and its usage in a department will be provided by ICCR. The training will be done by a trainer who is capable of training on the technology 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, 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 for 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, and 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 be 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 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 range higher than the designated range for the new job plus five (5%) percent provided that, under no circumstances, shall the new salary be higher than his/her previous salary.

g. 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.

h. 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.

i. 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 ICCR 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 position as a result of each particular layoff period.

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

10.9 Training

10.9.1 The ICCR 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 ICCR will establish a Fund for Leadership Development and Training and set aside \$7,500 each calendar year. The Fund will be to provide tuition fees and expenses for members of the bargaining unit to attend workshops, conferences or training events geared to skills enhancement and career development. Staff will submit a written request for participation in such training/education events to the Executive Director (or his or her designee) who will review them based upon the relationship to job enhancement, ICCR's schedule and work demands, seniority and equity of opportunity among staff. The Executive Director (or his or her designee) will not unreasonably deny requests. Disputes about interpretation and application of this policy will be subject to the grievance and arbitration procedure. Unspent funds will be carried forward from one fiscal year to the next. In any given fiscal year, the total in the fund shall not exceed \$10,000.

10.9.3 ICCR shall reimburse tuition up to \$1,500 per person in any fiscal year for courses (ICCR-approved) in an accredited degree program upon successful completion (passing grade).

10.9.4 ICCR shall also encourage and facilitate staff providing leadership in corporate responsibility conferences, seminars and other public events related to ICCR's work, particularly, but not exclusively, events in their area of expertise. Where necessary, expenses will be paid, but honoraria given to staff or leadership at such workshops and conferences shall be remitted to ICCR.

10.9.5 The ICCR bulletin board shall include timely posting of job openings in the NCCC and ICCR, opportunities for publishing and submitting articles and other relevant announcements.

10.10 Recall

10.10.1 When ICCR decides to fill a vacant position in the bargaining unit, notice will be sent immediately to the three (3) 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 18 months or the period of their employment, if less than 18 months (with a minimum of 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 ICCR two (2) weeks' advance notice or forfeit up to 35 hours accrued annual and/or unused sick leave benefits.

10.12 Severance Pay

10.12.1 Employees 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:

- (i) two (2) weeks pay after the completion of one (1) year;
- (ii) three (3) weeks pay after the completion of three (3) years;
- (iii) four (4) weeks pay after the completion of five (5) years;
- (iv) five (5) weeks pay after the completion of six (6) years;
- (v) six (6) weeks pay after the completion of eight (8) years;
- (vi) seven (7) weeks pay after the completion of ten (10) years;
- (vii) eight (8) weeks pay after the completion of twelve (12) years;
- (viii) 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 ICCR 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 ICCR 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 involuntary terminated directly due to a technological change shall receive severance pay computed at one and one-half (1-1/2) 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

10.14.1 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 judgment of ICCR. 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

The ICCR, 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 ICCR retains the exclusive right to discipline, suspend or discharge an employee for just cause. ICCR agrees 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 following the holidays scheduled by the Interchurch Center. Should the Interchurch Center schedule fewer than thirteen (13) holidays in any year, the additional days shall be granted as floating holidays.

12.2 In order to be eligible for holiday pay, employees must have worked the last scheduled work day before and the next scheduled work day after the holidays unless leave has been

prearranged with the Executive Director (or his or her designee) or has been excused under the terms of the Agreement.

12.3 Should any Non-exempt 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.

12.4 In the event a holiday falls within the vacation period of an employee, annual leave will not be charged for that day.

12.5 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.

12.6 Each employee shall receive three (3) personal days per year with pay.

12.7 Employees shall accrue personal days during the first year of their employment at the rate of one (1) day every four (4) months worked.

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 ICCR, which cannot be adjusted by the employee 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 and his/her Union representative and 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 be submitted in writing by the Union representative to the Executive Director (or his or her designee) or the Personnel Committee's designated Representative. 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 Chair of ICCR's Board of Directors who 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 to arbitration by either party on written notice to the American Arbitration Association. The arbitrator so designated by the American Arbitration Association 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 ICCR fails 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 ICCR 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 meetings will be held during normal working hours. Arbitration will be held on ICCR premises, if possible. Two Union representatives will normally be allowed to represent the aggrieved employee. 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, Dental And Life Insurance.

14.1.1 ICCR shall continue to provide each post-probationary full-time and regular part-time employee (21 hours or more) and their dependents with medical, dental, life, disability, worker's compensation and other benefits. Health and dental insurance shall continue to be provided through the program of CWS/NCC for active and retired employees.

14.2 Premium Sharing.

14.2.1 ICCR will pay the following percentages of the cost of insurance provided under 14.1:

a. 100% of cost (whether for individual or dependent coverage) for employees earning less than \$38,470;

b. 90% of cost (whether for individual or dependent coverage) for employees earning between \$38,470 and \$41,540;

c. 80% of cost (whether for individual or dependent coverage) for employees earning greater than \$41,540.

14.2.2 It is intended that the wage scale rates in this paragraph 14.3.1 shall be increased by the same percentage when the negotiated wage increases.

14.3 Second Surgical Opinions.

ICCR shall reimburse employees for up to \$100 for the cost of voluntary second surgical opinions for each opinion.

14.4 Unpaid Maternity Leave Benefits.

ICCR shall absorb 50% of an employee's share of Group Insurance Premium for up to three (3) months of unpaid maternity leave.

14.5 Safety Rules.

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

14.5.2 ICCR shall notify the Union of all accidents that occur in the office within a reasonable time.

14.5.3 Employees shall notify the Executive Director or her/his designee immediately in the event of any injury or accident.

14.5.4 The ICCR shall take reasonable steps so that all ICCR 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.

14.5.5 The ICCR will pursue the implementation of the VDT Workstation Standards and Checklist.

14.6 Retiree Health Benefits

14.6.1 Eligibility.

- a. Any person who is laid off at age 60 or older with at least fourteen (14) years of participation in the health plan maintained by the ICCR will be treated as if he/she had fifteen (15) years of such participation and will therefore be entitled to receive retiree health benefits under the ICCR plan, which shall be as per CWS/NCC coverage for retirees.
- b. The ICCR 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, fifteen (15) years or more in the medical plan and reached age fifty-five (55). Any person hired after April 1, 1995 who is laid off at age sixty (60) or older with at least twenty (20) years of participation in the health plan maintained by the ICCR 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 ICCR plan, which shall be as per CWS/NCC coverage for retirees.

14.7 Alcohol And Drug Abuse.

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

14.8 Eye Glasses.

14.8.1 The ICCR shall pay up to fifty (\$50) dollars for an eye examination and up to one hundred (\$100) dollars for new eyeglass lens costs annually for those employees who are regularly required to operate a video display terminal (VDT), upon submission of a copy of the doctor's exam and paid bills. Employees must first submit claims to their insurance carrier. Unused amounts may be rolled over to a maximum of one hundred (\$100) dollars for eye exam and two hundred (\$200) dollars for lenses in any two (2) year period.

14.9 Employee Assistance Program.

14.9.1 ICCR shall provide the Employee Assistance Program in effect as of March 31, 2001, or its equivalent, for its full-time and regular part-time employees (21 hours or more) and their dependents.

ARTICLE 15 – FLEXIBLE SPENDING ACCOUNT (SECTION 125 PLAN)

15.1 ICCR shall maintain an Employee Spending Account Plan qualified in accordance with the requirements of Section 125 of the Internal Revenue Code, as it may be amended from time to time.

15.2 Each full-time employee may voluntarily fund an account by payroll deduction in an amount not exceeding the maximum permitted by law.

15.3 ICCR shall pay the claims made on these accounts based on submission of invoices or other evidence of the payments made by the employee for eligible types of costs, but not for amounts exceeding the balance in such account.

15.4 ICCR will provide employees with a list of the types of costs eligible under Section 125.

ARTICLE 16 – PENSION BENEFITS

16.1 ICCR shall bi-weekly contribute a sum of money equal to eleven (11%) percent of the gross wages of all post-probationary regular full-time and regular part-time employees (21 hours or more) to the Interfaith Center on Corporate Responsibility 403(b) Defined Contribution Plan. The foregoing contributions shall be offset by any amounts contributed to denominational plans and subject to legal limitations.

16.2 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.

16.3 Employees eligible for pension benefits under the NCCC 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.

16.4 Funds contributed by ICCR to its respective 403(b) Plan become vested to the employees at the end of each pay period. These funds may be withdrawn upon termination for the ICCR in accordance with the terms of the Plan.

16.5 A representative of the Union shall continue to serve on the Pension Board of the NCCC Pension Trust.

ARTICLE 17 – ANNUAL LEAVE

17.1 Annual leave shall be accrued on the following schedule:

- (i) Less than one (1) year -- seven (7) hours for each completed month of service (12 days per year);
- (ii) More than three (3) years but less than five (5) years -- ten (10) hours for each completed month of service (17 days per year);
- (iii) More than five (5) years -- thirteen (13) hours for each completed month of service (22 days per year).

17.2 Employees having service credit of twenty (20) or more years shall be granted an extra week (five (5) working days) of annual leave per year.

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

17.3.1 Employees may accumulate annual leave to a maximum accumulation of 140 hours vacation by the expiration date of this agreement except for David Schilling and Gary Brouse who may retain 150 additional hours.

17.3.2 Vacation schedules and other absences on annual leave shall be subject to the approval of the Executive Director (or his or her designee). 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 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 Executive Director (or his or her designee) .

17.3.3 In the case of part-time employment, the computation of annual leave allowances shall be pro-rated.

17.3.4 Annual leave must be taken in time off from work and not in additional compensation, except in the case of separation from ICCR. Regular post-probationary employees shall be paid for all unused annual leave accumulated at the time of separation from ICCR.

17.3.5 Employees starting employment with ICCR on or before the 15th of a month shall be allowed annual leave credit for the month. Employees leaving the employment of ICCR on or after the 15th of the month shall also be allowed annual leave credit for the month.

17.3.6 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.

17.3.7 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 Executive Director (or his or her designee). Approval can only be withheld for failure to provide adequate documentation.

17.3.8 Employees on annual or sick leave for any full day shall be charged with a full day of leave regardless of whether any or all of ICCR employees are released early because of weather or other circumstances.

17.3.9 Temporary employees do not earn annual leave while in such status. If a temporary employee becomes permanent, annual leave will be credited from 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 18 – LEAVES OF ABSENCE

18.1 Paid Leaves.

18.1.1 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 sixty (60) days sick leave.

c. An employee who has accrued sixty (60) days of sick leave may elect to receive up to six (6) days of unused sick leave, that would have accrued in excess of 60 days, in cash, one (1) week before Christmas of each year or at the time of termination, whichever is sooner. The ICCR agrees that a "catastrophic illness" bank shall be established to allow bargaining unit employees who have accrued days in excess of the maximum allowable cash-out, to designate up to an additional six (6) days maximum to a catastrophic bank, to be allocated by the Standing Joint Labor/Management Committee. 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 Executive Director's (or his or her designee's) decision shall be final. Employees who retire from ICCR and have not used their sick leave may transfer three (3) days of unused sick leave to the catastrophic illness bank.

d. Sick leave shall be granted for absences necessitated by personal sickness or injury including pregnancy, miscarriage, abortion, childbirth and recovery therefrom, 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 certificate upon return to work.

e. Employees who are on maternity or paternity leave will be credited with up to four (4) weeks' paid leave upon the birth or adoption of a child. Thereafter, the person will qualify for leave under Section 18.2.1 of this Article.

f. 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 Executive Director (or his or her designee) . Allowances of more than (1) month in excess of the accumulated sick leave may be granted with pay by the Personnel Committee upon recommendation by the Executive Director (or his or her designee) .

g. 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.

h. 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 the Executive Director or his/her designee or leave a recorded message 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.

18.1.2 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 ICCR, confirmation of death (such as an obituary notice, a note from a funeral director, or funeral bulletin) shall be provided.

18.1.3 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 ICCR 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 ICCR and used as an offset against regular compensation.

18.1.4 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 Executive Director (or his or her designee).

18.1.5 Sabbatical Leave.

After at least five (5) years of service with ICCR, up to three (3) months leave with pay may be granted to employees at the Executive Director's (or his or her designee's) sole discretion for study or other purposes which will contribute to the employee's value and service to ICCR. An explanatory application shall be submitted to the Executive Director (or his or her designee) at least sixty (60) days prior to the requested leave, and shall include a statement by the employee agreeing to return to service with ICCR upon completion of the sabbatical leave and to remain with ICCR 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 an ICCR employee during the leave shall be reported and handled in the same manner as honoraria or compensation received for services performed on ICCR time.

18.1.6 Leaves To Attend Denominational Assemblies Or Conventions.

Regular employees who have been duly elected or appointed by their

denominations or religious institutions 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 Executive Director (or his or her designee) .

18.2 Unpaid Leave.

ICCR shall permit regular employees the following unpaid absence from work without loss of accumulated employee privileges. However, annual 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.

18.2.1 Maternity And Paternity Leave

Employees shall be entitled to a maximum of twelve (12) months maternity or paternity leave including the paid time available under Section 18.1.e of this Article and the unpaid time under Section 18.2 because of the addition of a new child to the family, whether through childbirth or adoption.

18.2.2 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.

18.2.3 Worker's Compensation

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

Upon written request and with the approval of the Executive Director (or his or her designee), a regular employee may take a personal leave of absence without pay for a period not to exceed three (3) months. Leaves of absence without pay for a longer period not exceeding one (1) year, when submitted in writing, may be allowed upon recommendation of the Executive Director (or his or her designee). In granting such leave, no reasonable request shall be refused, but the interests of ICCR shall be given first consideration.

18.3 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.

18.4 Family Medical Leave Act.

ICCR agrees to adhere to the requirements of the Family Medical Leave Act wherever it

provides benefits to the employees greater than now offered.

ARTICLE 19 – JOB DESCRIPTIONS

19.1 ICCR has the right to prepare job descriptions and to change them. ICCR will provide the Union with any changes in job descriptions to meet the needs of ICCR. ICCR shall establish any new or revised job descriptions in accordance with Section 19.5 of this Article.

19.2 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.

19.3 This Article does not prevent ICCR from using employees on an occasional or sporadic basis in different job classifications for the efficient operations of the ICCR, 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.

19.4 Employees may apply for reevaluation of their job descriptions. The Executive Director (or his or her 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 reevaluation, it will become effective as of the date of application.

19.5 The Joint Committee consisting of three (3) representatives from the ICCR 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:

- a. Equal pay for equal work;
- b. Job qualifications to be stated in terms of necessary requirements;
- c. Educational requirements should state “equivalent work experience”;
- d. All job specifications should be general except when it is essential to have a specific job specification;
- e. Clear distinction of 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 the ICCR.

ARTICLE 20 – TEMPORARY EMPLOYEES

20.1 ICCR 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 not qualified (and available) employee is on layoff.

20.2 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 and who is told at the time of hire of the temporary 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.

20.3 It is not the intention of ICCR to hire temporary employees to fill positions normally held by permanent employees.

20.4 Temporary employees will not fill permanent positions except for interim vacancies, leaves of absence or illness.

20.5 It is agreed that retirees may be used on a temporary basis, provided they do not take the place of permanent employees.

20.6 If a temporary employee becomes permanent after four (4) months, the probationary period shall be waived.

20.7 It is agreed that this Article applies to persons working on the premises who may not be on ICCR’s payroll excluding temporary professionals and management consultants not performing traditional bargaining unit work. ICCR 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 ICCR.

20.8 The time periods in this Article may be extended with the Union’s consent. The Union will not unreasonably withhold its consent.

20.9 Temporary employees are paid the contract rate for the work they are doing but do not have contractual fringe benefits.

ARTICLE 21 – OUTSTANDING PERFORMANCE AWARDS

21.1 The following people/committees may recommend to the ICCR Personnel Committee which will approve the granting of Outstanding Performance Awards:

- A. An employee in regard to him- or herself or another employee;
- B. Working Group Leadership Team;
- C. Executive Director (or his or her designee);
- D. Personnel Committee;
- E. Standing Committees;
- F. ICCR Governing Board.

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

21.1.2 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 (5%) percent of the employee's salary at time of completion of service performed.

21.1.3 Initiation of an idea, method or device which has improved the services of the ICCR 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 Personnel Committee.

21.1.4 A special act or service, related to an employee's service in the ICCR, over and above normal position requirements, of an unusual or distinctive character, where its recognition as the 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 Personnel Committee.

21.1.5 Performance Review

Any performance review system utilized by the ICCR 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 by the Executive Director (or his or her designee);
- b. to assure that all staff members have periodic reviews of their job performance with the Executive Director (or his or her designee);
- c. to identify areas of potential for 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 Executive Director (or his or her designee), 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 the ICCR 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 he/she initials the performance evaluation. An employee may not be required to give a critical assessment of his or her abilities or performance.

ARTICLE 22 – UNION ACCESS

22.1 Bulletin Boards.

ICCR will provide a designated bulletin board 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 ICCR or contrary to its policies.

22.2 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. 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, to reasonable access to see and copy relevant information contained in official personnel files that relate directly or indirectly to a grievance.

Moreover, employees shall have the right to annually update their personnel files and such an update shall be mandatory at the time of their layoff. The employee shall receive a copy of any negative material that is put into his/her file. The employee has the right to have his/her written response to any material in the file attached to the material, and these responses must be shown to any outside person (e.g., prospective employer) to whom the material is shown.

22.3 Union Meetings.

The ICCR 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 three (3) days notice of its request. The Union shall meet only on employees' own time.

ARTICLE 23 – CHILD CARE

23.1 The ICCR will provide an annual Child Care Fund of \$2,000 to be distributed as a child care subsidy to employees with children who are thirteen (13) years of age or younger in accordance with a program and formula to be developed by the Union. Such approval shall not be unreasonably withheld.

ARTICLE 24 – ELDER CARE

24.1 The ICCR 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).

ARTICLE 25 – SEGREGATED FUNDS

25.1 ICCR agrees to create and maintain segregated funds to provide for its obligations, pursuant to this Agreement and prior Agreements and assumed hereunder, for severance pay, accumulated vacation and the Health Insurance Program for Retirees (“HIPR”). ICCR will spend these funds only for these purposes. The Union will have access to the accounting of these funds.

ARTICLE 26 – RELOCATION

26.1 In the event that the ICCR relocates outside of the New York Metro Area, ICCR will cover relocation expenses of staff.

ARTICLE 27 – NOTICE

27.1 Whenever written notice is to be given to the Union under the terms of this Agreement, it shall be delivered by hand to the President or the Secretary or Treasurer of the Union or their designee. Written notice to ICCR by the Union will be delivered by hand to the Executive Director (or his or her designee). ICCR will provide the Union with a mail slot. Copies of all notices will be signed for upon receipt.

ARTICLE 28 – JOINT LABOR/MANAGEMENT COMMITTEE

28.1 There shall be a standing Joint Labor/Management Committee that will meet as often as necessary but no less than every other month to discuss issues of common concern, including workplace health and safety conditions and matters relating to job descriptions and workload. Discussions of matters pertaining to job descriptions shall be dealt with in accordance with the principles enumerated in Article 19.5.

Any agreements reached by the Joint Committee on such matters discussed shall be binding, except that the Committee shall have no power to add or subtract from, or otherwise modify, the terms of this Agreement. Any matter for which no agreement is reached by the end of the third meeting after the matter is initially proposed, shall then be handled under the Grievance Procedures contained in Article 13.

ARTICLE 29 - NON-DISCRIMINATION

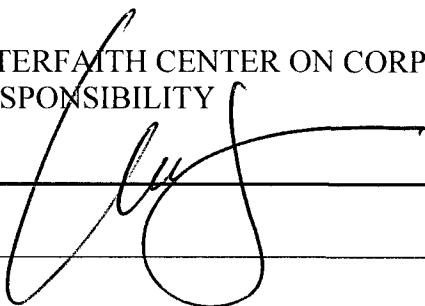
29.1 Neither the ICCR nor the Union shall discriminate on the basis of race, color, creed or religion (as provided for in applicable law), national origin, citizenship status, disability, political belief, sex, sexual orientation, gender identity and expression, age, marital status, Union membership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

ARTICLE 30 - DURATION


30.1 This Agreement shall be effective October 1, 2011, and shall continue in full force and effect until midnight September 30, 2014. Unless one party hereto gives notice to the other party in writing sixty (60) days prior to September 30, 2014, 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) on this 24 day of July, 2012.

INTERFAITH CENTER ON CORPORATE
RESPONSIBILITY



THE ASSOCIATION OF ECUMENICAL
EMPLOYEES, LOCAL 2110, U.A.W.



SCHEDULE "A"

Director of Communications
Program Director
Publications & Website Specialist
Associate Program Director
Program & Finance Associate
Program Assistant
Office Coordinator and Network Administrator
Executive Assistant & Circulation Coordinator
Development & Grant Research Associate
Program Support Coordinator
Membership Relations Associate
Senior Program Director

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