MEMORANDUM OF AGREEMENT BETWEEN
INTERFAITH CENTER ON CORPORATE RESPONSIBILITY
AND LOCAL 2110 UAW

Memorandum of Agreement made this 7th day of December 2018 (the “Agreement”) between INTERFAITH CENTER ON CORPORATE RESPONSIBILITY ("ICCR") and THE ASSOCIATION OF ECUMENICAL EMPLOYEES, LOCAL 2110, UAW (the "Union").

WHEREAS, ICCR and the Union are parties to a collective bargaining agreement that had a normal expiration date of September 30, 2017 ("CBA"); and

WHEREAS, ICCR and the Union have been engaged in good faith negotiations for a successor collective bargaining agreement; and

WHEREAS, ICCR and the Union have reached an understanding and agreement on the terms and conditions of a successor collective bargaining agreement, subject to ratification by the members of the bargaining unit and approval of the Board of Directors of ICCR.

NOW, THEREFORE, the parties’ CBA that expired by its terms on September 30, 2017, is modified only to the extent expressly set forth below, and shall otherwise remain unchanged.

1. REVISE COVER PAGE, PAGE 1 AND ARTICLE 30: DURATION
-- Revise contract cover page to reflect new contract start and end dates (a three-year term, from October 1, 2017 through September 30, 2020)
-- Revise date of agreement on page 1
-- Revise effective dates in Article 30

2. REVISE SECTION 8.1: SCHEDULE OF WAGE RATE INCREASES

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<tr>
<th>Date of Increase</th>
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<th>Bonus</th>
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<td>10/1/17</td>
<td>3.00%</td>
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<tr>
<td>10/1/18</td>
<td>3.00%</td>
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| 4/1/19           |          | 1% signing bonus to be paid on first payroll date after 4/1/19 for all bargaining unit employees on the payroll as of that date.
10/1/19 3.00%

4/1/20 1% bonus to be paid on first payroll date after
        4/1/20 for all bargaining unit employees on the
        Payroll as of that date.

3. REVISE SECTION 8.2: SCHEDULE OF MINIMUM ANNUAL SALARIES

   -- increase each existing grade minimum by 2% in each of the three years

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<td>10/1/17</td>
<td>2.00%</td>
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4. REVISE SECTION 8.4: EXEMPT EMPLOYEES

   -- Revise Section 8.4 to add: “Associate Program Directors shall no longer receive
     compensatory time and the provisions of Section 9 shall not apply to the Associate Program
     Directors”.
   -- Associate Program Directors will be classified as Exempt employees.
   -- Raise minimum annual salary for Associate Program Directors by $7,000 (who shall be
     classified as no less than a Grade 28).

5. REVISE SUBSECTION 17.1 (ANNUAL LEAVE):

   - Revise Subsection 17.1(i): “Less than three (3) years – eight and three quarter (8.75)
     hours for each completed month of service (15 days per year);

   - Revise Subsection 17.1(ii): “More than three (3) years less than five (5) years – eleven
     and point sixty-seven (11.67) hours for each completed month of service (20 days per
     year);

6. ADD NEW SUBSECTION 14.6.1(c): RETIREE HEALTH BENEFITS

   -- “c. For retired employees age 65 or over who are eligible for retiree health benefits
     under this Article and who are eligible for Medicare, ICCR shall: (i) reimburse the cost of
     the premiums for Medicare Part B coverage, (ii) reimburse the cost of the premiums for a Medicare
     Supplement Part F policy, in an amount up to the cost of the AARP Supplement Part F policy for
the retiree’s age, gender and location of residence, and (iii) reimburse the cost of the premiums for a Medicare Part D prescription drug benefit policy, in an amount up to $150 per month, supplementing the retired employee’s Medicare Part A coverage, in lieu of the retiree benefits provided under Section 14.2 above. ICCR shall issue reimbursement of the premium costs on a quarterly basis, within thirty (30) days after receipt of the invoice with proof of the premium payments for the quarter. This Subsection does not apply to retired employees who are under age 65, who may be eligible for retiree health benefits under Section 14.2 above. Retired employees who are eligible, or become eligible, for Medicare must elect Medicare within thirty-five (35) days of becoming Medicare-eligible and must promptly notify ICCR of their Medicare election in writing, within fourteen (14) days of such election, in order to be eligible or remain eligible for retiree health benefits under this Article.

7. SIDE AGREEMENT - regarding retiree currently covered under the ICCR plan

The parties agree that the following terms will apply to the only retiree who is currently receiving retiree health benefits provided under Section 14.2, in connection with the parties’ agreement under the new Subsection 14.6.1(c):

1. Gary Brouse was at least age 65 when retired from ICCR on November 15, 2013. Since his retirement, he has received retiree health benefits under Section 14.2 of the contract.

2. The Union and ICCR (and their representatives) each represent that it believes that Gary Brouse and his wife, Cynthia, are both Medicare-eligible. If in fact one or both of them is not Medicare-eligible, for any reason, the parties will re-open negotiations concerning this side letter.

3. The Union and ICCR (and their representatives) each further represent that it believes that, as of April 1, 2018, Gary Brouse is age 70 and Cynthia Brouse is age 68.

4. The parties do not agree on whether Section 14.2 of the parties’ contract requires ICCR to pay for the additional cost of spousal coverage for an eligible retiree. In order to resolve this issue for the current eligible retiree, Gary Brouse, pursuant to this letter agreement, ICCR agrees that it will:

   a. Pay for Gary Brouse to receive retiree health benefits under Section 14.2 of the parties’ contract until September 30, 2020, if he covers 25% of the cost of the premium, provided that he remains eligible for retiree health benefits. Effective October 1, 2020, Gary Brouse may be eligible for retiree health benefits under the new Subsection 14.6.1(c).

   b. Also allow Cynthia Brouse to receive retiree health benefits until September 30, 2020, if Gary Brouse covers 25% of the cost of the premium, provided that Gary Brouse remains eligible for retiree health benefits and legally married to Cynthia Brouse.

   c. Effective October 1, 2020, pay the additional cost of the premiums set forth in the new Subsection 14.6.1(c) (i.e., Medicare Part B coverage and Medicare Parts D
and F policies) for Cynthia Brouse for as long as Gary Brousse remains eligible for retiree health benefits under the new Subsection 14.6.1(c) and legally married to Cynthia Brouse. As for reimbursement of the cost of the premiums for a Medicare Part D prescription drug benefit policy under the new Subsection 14.6.1(c), Gary Brouse and Cynthia Brouse would each be eligible for reimbursement in an amount up to $150 per month. In the event that Cynthia Brouse survives Gary Brouse, ICCR shall reimburse the premiums for her Medicare Parts B, D and F coverage for six months after his date of death.

5. For coverage after September 30, 2020, in order to be eligible for retiree health benefits under the new Subsection 14.6.1(c), Gary Brouse and Cynthia Brouse must elect Medicare and provide notice to ICCR of the election. If Gary Brouse has any questions regarding retiree benefits or reimbursement procedures, he should direct questions to:

Director of Finance and Administration
Interfaith Center on Corporate Responsibility
475 Riverside Drive, Suite 1842
New York, NY 10115-0050
Office: 212-870-2926
Fax: 212-870-2023

Naseefa Hamid is the current Director of Finance and Administration and can also be contacted at: NHamid@iccr.org

6. Nothing in this SIDE AGREEMENT and none of the proposals or positions taken in the negotiations leading up to the Side Agreement shall constitute a waiver of either party’s position with respect to a member’s or spouse’s eligibility for retiree health benefits. Nothing in this SIDE AGREEMENT shall be deemed precedential or to apply to any other individuals.

IN WITNESS WHEREOF, ICCR and the Union have signed this Agreement in the year and day first above appearing.

INTERFAITH CENTER ON CORPORATE RESPONSIBILITY

[Signature]

Date: 12/11/18

THE ASSOCIATION OF ECUMENICAL EMPLOYEES,
LOCAL 2110, UAW

[Signature]

By: [Name]

Date: 12/7/19

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