

Memorandum of Agreement

This Agreement made this 19th day of August 1997 by and between NEW YORK ASSOCIATION OF NEW AMERICANS ("NYANA") and TECHNICAL OFFICE and PROFESSIONAL UNION, Local 2110, UAW-AFL-CIO ("Union")

Whereas, the collective bargaining agreement between the parties expired on April 30, 1997, and

Whereas, the parties have engaged in good faith negotiations for a renewal agreement, and

Whereas, the parties have agreed upon the terms of such renewal contract

Therefore, in consideration of the mutual promises and benefits contained herein the parties have agreed as follows:

1. All of the terms of the expired collective bargaining agreement ~~are~~ renewed

for a three (3) year period - May 1, 1997 through April 30, 2000 except as modified herein.

2. In the event of a recall all laid-off employees will be notified ~~of~~ by certified mail of the available positions; employees who wish to be considered for the vacancies must respond within five (5) business days from date of mailing. NYANA will recall the most qualified senior employee(s) ~~from~~ from those who have responded. Laid off employees shall retain recall rights for a period of one (1) year from date of layoff regardless of whether employee has responded to any recall notice.

3. In the event five (5) or more employees will be laid off NYANA shall provide ^{potentially} affected ^{calendar} employees with thirty (30) days notice. In the event less than five (5) employees will be laid off NYANA shall provide ^{potentially} affected ^{calendar} employees with fourteen (14) days notice.

4. If an employee requests a leave of absence at least forty-five (45) ^{calendar} days prior to the end of the employee's current cycle, and the leave has been approved, then the leave cannot be solely denied because the scheduled cycle end date is subsequently changed. NYANA will notify employee within ten (10) business days after request is made as to whether request has been granted.

5. NYANA will release shop steward for union conference ^{up to} one (1) week per year without pay provided the steward finds an appropriate substitute

6. Employees shall be entitled to two (2) unpaid personal days per calendar year provided, the employees request the day off at least forty-eight (48) hours in advance, the teacher has obtained an appropriate substitute teacher, and NYANA has approved the leave request.

7. NYANA shall pay 80% or 35%, as the case may be, of the actual cost of the monthly premium for the employees' health care

benefit plan.

8. Upon completion of two (2) years of actual employment an employee shall be paid ^{as vacation} ~~for the~~ days ^{or up to one (1) week} when the school is closed during the winter recess, in addition to any regularly scheduled holidays. A teacher will be credited ~~for~~ years of employment after he/she has worked 48 weeks, cumulative of at 12 hours per week.

9. Severance ~~pay~~ shall be paid on the basis of 12 hrs pay at the employee's rate of pay at the time of lay off for each 624 hours worked to a maximum of six (6) week pay.

10. Upon completion of three (3) years of actual employment employee shall be entitled to accrue six (6) days of paid sick day per year. (1 hour of sick leave for every 34.6 hours worked)

11. Wages

A. All employees on the payroll as of May 1, 1997 and still employed as of date of resignation shall receive a two and one-half percent (2 1/2%) wage increase as of May 1, 1997.

B. All employees on the payroll as of May 1, 1998 shall receive a two

percent (2%) wage increase
c. All employees on the payrolls
of May 1, 1999 shall receive a two and
one-half percent (2 1/2%) wage increase

12. Step increases shall be eliminated for
employees hired after May 1, 1997.
The contract minimum rate shall be
eighteen (\$18) dollars per hour.

13. Whenever the agency is closed for one
week or more, other than unscheduled
^{due to Act of God,} cleanup, employees shall continue to
accrue vacation and sick leave.

14. Whenever the refugee resettlement program
requirements permit, time during
regularly scheduled hours shall be
allotted to engage in related teaching
activities, including conferring with
other teachers and/or supervisors.

15.

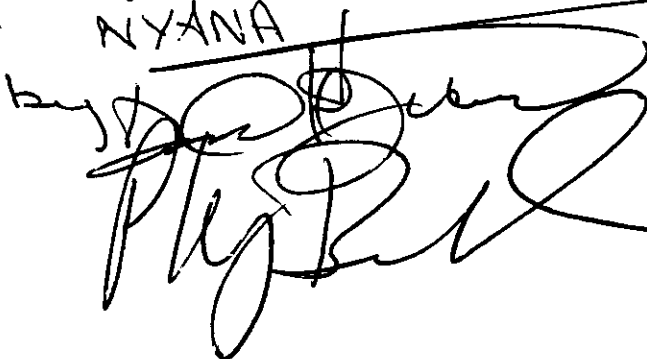
A. Ees newly hired to teach in new programs or special projects which are wholly or substantially financed by a grant or under a government contract or by a foundation which are not part of the agency's ^{regular} ~~budget~~ ^{initial/settlement} ~~and regular training~~ shall be paid in accordance with the financial provisions of the contract or grant except that in no event shall such ~~ee~~ be paid less than 85% of the contractual minimum rate ~~plus~~ ^{plus} contractual yearly increases.

B. In the event that an ee teaching in a program or project other than in ~~the~~ ^{the} ~~1~~ ¹ above is scheduled for layoff, he or she shall have the option of layoff or taking available work in ^{said} ~~a~~ program or project in ~~1~~ ¹ ~~above at 85% of his/her rate of pay plus contractual benefits.~~ will be paid

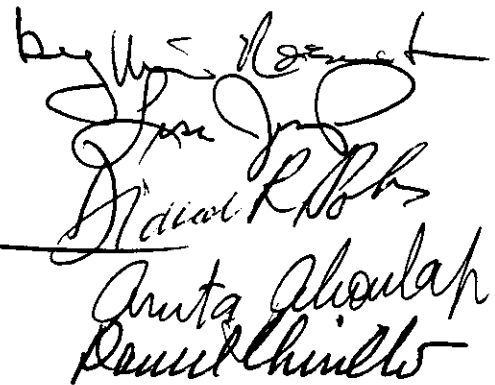
under the same wage provision as described in paragraph one. (not less than 85% of contractual minimum) ^{plus} contractual yearly increase

Agreed:

NYANA



Local 2110, UAW -


Aruta Akoulap
Renu Chindro