

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA"), entered into this 30th day of January 2008, is by and between the New York Association for New Americans (hereinafter referred to as "NYANA" or "Employer") and Local 2110, UAW (hereinafter referred to as the "Union"), subject to ratification by the rank and file.

WHEREAS, the Employer and the Union were parties to a collective bargaining agreement that expired on December 31, 2003 that was not renewed; and

WHEREAS, the parties have agreed to a new collective bargaining agreement, which incorporates this MOA and the expired collective bargaining agreement into a new collective bargaining agreement, effective from the date of the ratification of this MOA which will expire under its terms on December 31, 2007 ("New CBA");

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following terms in full and final settlement of any and all grievances, claims and/or disputes between NYANA and the Union and/or any NYANA employee(s) within the bargaining unit represented by the Union, which did arise and/or could have arose on or before the effective date of this MOA, including but not limited to any and all claims for unpaid vacation, wages, and health and pension benefits:

Union Security – Section 2:

Seniority:

Add a new section that states that employees working less than twenty (20) hours per week who have been reduced to one class per week shall have recall rights to an additional class in accordance with their seniority and qualifications. Lynnea Benson, Robert Schneider, Barbara Anson, Lana Forrester, Josh Kleinmutz and HR Britton shall have their individual recall rights extended until December 31, 2008. Nothing in this provision shall alter, modify and/or amend the recall rights of any other bargaining unit employees.

Wages:

All teachers who worked during the period January 1, 2004 through December 31, 2007 shall receive the following wage increases for the hours they actually worked during that period, based on the following schedule of increases:

- \$1.00/hour as of January 1, 2004;
- \$1.00/hour as of January 1, 2005;
- \$1.00/hour as of January 1, 2006.

The teachers will receive the schedule of payments that was forwarded to Allyson Belovin, Esq., on January 2, 2008 by John D. Horowitz, Esq. No other former or current employees shall be entitled to any retroactive wage payments under this MOA.

These retroactive payments shall not require NYANA to retroactively apply any other term, condition or provision of this MOA and/or the New CBA to any agreement and/or period prior to the effective date of this MOA.

Section 8: Delete Section 8, with the exception of Tom Knutson.

Health Benefits – Section 1:

Add: “The Employer reserves the right to change insurance carriers to a relatively comparable plan during the term of the agreement so long as it gives the Union advance notice. Upon request, the Employer will meet to discuss the matter with the Union and will engage in good faith bargaining with the Union over alternative plan designs or means of cost savings. Any change in cost shall be mutually agreed upon by the Employer and the Union.”

Add: “The Employer shall continue to offer the same dental plan that all non-2110 employees utilize with the same employee contributions that all other NYANA non-2110 employees are responsible for.”

Vacation:

The week paid vacation between Christmas and the New Year that is described in section 8 of the 1997 MOA shall be clarified to mean that it applies to staff that teach in a cycle which begins before Christmas and ends after the New Year.

Leaves:

Add: “A substitute pool of qualified teachers shall be established, as determined by the Employer, with input from Union representatives, which will be utilized to replace teachers who are on management approved leaves. Substitute work shall be first offered to employees who have been laid off (including employees who have had their hours reduced from two classes per week to one class per week) in accordance with their seniority.”

Union Activity and Visitation – Section 4(b):

Modify language to read as follows: “the Unit Chair and Joint Council delegate(s) may attend scheduled grievance off shift that NYANA initiates and would be paid one hour of time for their attendance at such meetings.”

NYANA also agrees to compensate the Unit Chair or Joint Council Delegate for attendance at an arbitration on a scheduled day of work for the hours he would have worked as a result of the attendance at the arbitration.

Grievance Procedure – Section 1:

Modify to read as follows: “In the event of any dispute or difference of opinion as to or arising out of the interpretation or application of any provision of this agreement (hereinafter known as a “grievance”) that occurs within twenty work days of the time the employee and/or Union knew or should have known, an earnest effort shall be made to settle the grievance promptly to the mutual satisfaction of all concerned in accordance with the following procedure:”

Delete Step 1. Second, third and fourth step shall be renamed Step 1; Step 2; and Step 3.

The first step (Step 1) formerly Step 2 shall read as follows: “The employee and/or Union steward shall present the grievance to the manager no later than ten work days after the grievance arose as defined above. The grievance shall include the basic facts concerning the dispute. The manager shall respond within ten work days after presentation of the grievance.”

Replace the language in the fourth step (now renamed Step 3) to state the following: “The Employer and the Union may demand arbitration with respect to unresolved grievances in the following manner: Within fifteen days of the response in Step 2, with notice to the other party, a demand for arbitration shall be submitted to a panel of Arbitrators that include Barbara Zausner, Dan Brent and Howard Edelman.

The panel shall be selected on a rotating basis and be expected to schedule an arbitration date within six months of a request by either party. If a particular arbitrator is unable to schedule a case within six months then the next arbitrator on the panel will be selected and expected to schedule arbitrations within six months, and so on. The grievance shall be deemed resolved against the grieving party unless the grieving party institutes arbitration within the time limits indicated. The arbitrator shall follow the rules of the American Arbitration Association and shall meet and conduct hearings and render an award as promptly as practicable. The decision of the arbitrator shall be final and binding upon the parties.”

Grievance Procedure – Section 4:

The Step of the Grievance Procedure referenced in this section should be Step 2.

Grievance Procedure – Section 6:

The Step of the Grievance Procedure referenced in this section should be Step 2.

Professional Issues:

It was agreed to add the following paragraph:

Staff Development – Subject to management approval, actively employed staff are eligible to a minimum of two paid staff development meetings (not to exceed two hours of paid time) for teachers per year unless otherwise provided for from the funding source.

Language:

It was agreed that all references to Resettlement and "VESL" and the like should be stricken where appropriate, as this language is outdated.

Duration:

This agreement expires on December 31, 2007.

Pension:

Add: "The Employer reserves the right to change pension carriers/companies, or plan design during the term of the agreement as long as no reduction in benefits occur and it gives the Union advance written notice. Upon request, the Employer will meet and engage in good faith bargaining over any proposed change in plan design."

Severance:

The contract is to be clarified in that severance pay is for staff that are permanently laid off and not on furlough between cycles.

Case No. 13 300 953 04

Within fourteen (14) days of the execution of this MOA, the Employer shall pay the sum of \$78,000, minus applicable payroll deductions, in the amounts set forth in Schedule A attached hereto. This payment is in full and final settlement of any and all issues that were raised or could have been raised in Case No. 13 300 953 04, before Arbitrator Howard Edelman, involving Tom Knutson, Lynnea Benson, Robert Schneider, Barbara Anson, Lana Forrester, Josh Kleinmutz and H.R. Britton, including but not limited to any and all claims for unpaid vacation pay, wages, and health and pension benefits. This applies to any unfair labor practices and/or any other proceedings that were or could have been filed whether active or withdrawn. No other former or current employees shall be entitled to any wages, benefits or compensation under this Paragraph.

LOCAL 2110, UAW

NEW YORK ASSOCIATION FOR NEW AMERICANS, INC.

BY:  _____

BY: _____

DATED: 1/30/08 _____

DATED: _____