

Technical, Office and Professional Union - Local 2110 - UAW - AFL-CIO

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March 23, 1995

Janet Halpern
Director, Human Resources
New York Association for New Americans, Inc.
17 Battery Place
NY NY 10004

Dear Janet:

As we discussed in our meetings on December 7 and 20, 1994, the union is prepared to make the following non-substantive language changes to agreed-upon provisions in our contract document:

Introduction, Substitute language in pp. 1-2 of your document.

PP. 3-4, Subcontracting: Add a first sentence: "The Employer has the right to subcontract bargaining unit work subject to the following conditions:" and re-number accordingly. Third paragraph: "The Union and Employer will meet prior to implementation if requested by the Union to discuss the decision and impact of the subcontracting." Fifth paragraph: "If post-cycle layoffs occur as a result of subcontracting, Employees will receive contractual severance pay at twice the regular rate."

P. 4, Hiring: in 2 (a), delete "voluntary quitting;" in 2 (e), should be "failure to respond to an offer of recall from layoff within seven days after notification by registered mail, return receipt requested and with a copy to the Union...."

P. 5, Seniority: in 1, should be "their probationary period...".

PP. 7-8, Wages: #5, change "the \$18.00 rate" to "the maximum rate;" #7, 2nd sentence, add at end: "rather than the 15% differential;" #8, should read "The Employer shall continue to reimburse employees for public transportation on the same basis as was in existence on the date of the ratification."

PP. 8-9, Hours: #1, should be "Resettlement shifts shall not be overlapped;" #3, add the words "per session" at end of sentence; #4, change "reduction in hours," to "reduction in the number of hours per class,;" #5 "In the event the employer reduces the number of hours per class, incumbents shall be entitled to additional shifts to a maximum of three on the basis of seniority provided the teacher has taught at the level of the additional class."

P. 9, Health Benefits: #1, Last two sentences should be: "The Employee's deduction may be made, at the option of the employee, from pre-tax dollars consistent with the Employer's flexible spending account policy. Employees shall have the option, in lieu of health benefits, of receiving a bonus of \$750 provided the Employee has accrued 750 paid hours in that calendar year and is still employed as of December 31 and provided the Employee has notified the Employer by January 1 of each year or upon eligibility of her/his opt-out."

P. 10, Vacation: #2, add at end of sentence ", except vacation not taken in the calendar year in which it is earned may be carried over until June 30 of the following year." #3, Delete last sentence and add the following sentence: "Vacation time must be taken in entire class segments." #5, Substitute the words "the Employer" for "NYANA" in sentence one.

P. 11, Holidays: #1, Substitute the words "Independence Day" for the words "July 4" and delete second reference to July 4.

P. 12, Leaves: #1, Substitute the words "the Employer" for the word "NYANA" in sentence four. #2, Change "NYANA" to "the Employer" in sentence one. Move the word "grandparent" to after the word "child." #4, change the word "agency" to "Employer" in sentence one; Change sentence 5, 2nd clause to "...they will be returned to the next available vacant position in the resettlement program or a program in which the employee has previously taught."

In addition to the above non-substantive language clarifications, the Union is prepared to agree to the following changes pursuant to Validity, Termination and Modification (pp. 18-19) contingent upon your agreement to all other language in our document and to the deletion of the word "emergency" in the last sentence of Leaves #4 (p. 12):

P. 5, Seniority: #3, add after the words "laid off employees" the words "who are permanently laid-off or are laid-off for more than 30 days..." to sentence one. Add a second sentence: "Severance pay shall be paid only once unless the employee works additional time to again become eligible."

P. 7, Wages: 2(a), change "new hire rate" to "Minimum new hire rate." Add letter (g) "an employee must have worked at least 600 teaching hours in a year to have completed one anniversary year." Add new number 6 and renumber accordingly: "Employees hired at a step other than the new hire rate on the wage progression scale in paragraph two will receive increases on their yearly anniversary dates relative to their rates of hire."

P. 9, Health: Add after the words "600 hours" in sentence two, "in a continuous twelve (12) month period..."

P. 13, Union Activity: #3, change the words "notifying the supervisor" to "permission from supervisor or designee"

Furthermore, you agreed to the following revisions in your document:

Article I, Recognition: You agreed to language which reflects the NLRB certification.

Article IX, Health Benefits, No. 2: Add the word "share" after "pro rata" in first line.

Article XIII, No. 2, Bereavement: You agreed to drop your proposed language: "Documentation of the death and the family relationship must be provided by the Employee."

Article XIII, No. 4, Unpaid Leave: You agreed to drop your proposed last sentence in 4 "Documentation of the emergency must be provided upon request.

Article XIV, Union Activity, No. 6: You agreed to drop your proposal to delete this sentence.

Article XVI, No Strike, No Lockout: You agreed to our proposed language.

Article XX, Observations: You agreed to drop your proposed second sentence: "The number of announced visits which the Employer may undertake is unlimited."

Sincerely,

Maida Rosenstein
President

c: Fred Johnson
Anita Aboulafia
Neal Fox
Lisa Levine
Union stewards
Gene Staquet
Pat Kelly