

Amendment to the
Niagara Falls Division Collective Bargaining Agreement
With
Neighborhood Legal Services, Inc.

December 31, 2012

The NCLAS division has agreed to accept management's offer to amend its contract with NLS to allow for the carry-over of vacation days, but with two distinctions from the Buffalo model. First, the NCLAS office would operate on the calendar year, as opposed to the anniversary year, for the purposes of the accrual and carry-over of vacation time, beginning in 2013. Second, current NCLAS employees would operate under a six-month transition period, beginning at the date of amendment to the contract. During the transition period, NCLAS employees would continue to have the ability to request advance vacation time, as provided for under the current NCLAS contract.

This transition period will give NCLAS employees the ability to take vacation time in early 2013, as might not be possible in the absence of such a provision. Because NCLAS employees have relied on the availability of advance leave in order to take vacations in the early part of the year, and as we have not yet had the opportunity to bank and carry-over vacation days, this provision would allow for a smooth transition to the new model, so as not to deprive current employees of the ability to take leave time in the first half of the new year. Six months from the date of amendment to the contract, the transition period would end.

The NCLAS office therefore proposes the following amendments to the contract:

To adopt sections 8.1(g)-(h) of the Buffalo contract, as follows:

(g) Employees may carry over up to 10 days of annual leave from one [calendar] year to the next. All unused leave days in excess of 10 will be converted to sick leave and treated as sick leave for all purposes. Employees may receive a payment for no more than a total of 10 annual leave days upon termination of employment. Employees with banked annual leave time may either use their time while employed or receive payment in full upon ceasing employment.

(h) Payment for accumulated annual leave days prior to a vacation or upon termination of employment will be made in the following manner:

1. Subject to Paragraph 8.10 (Notice of Intention to Cease Employment), an employee who resigns or is discharged shall be paid for accumulated annual leave up to a maximum of 10 days plus any banked annual leave time on the date of the employee's termination or on the next scheduled payday after such termination.
2. An employee may receive payment for accrued vacation days which s/he is taking prior to the start of the vacation if a written request for such payment is given to the Executive Director at least one week prior to that payday.

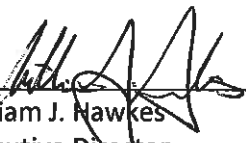
The addition of the following provisions:

(k) The NCLAS office will begin operating under the new model as of the new calendar year, 2013, with the ability to carry over any unused vacation days earned in 2012 into the 2013 year (up to 10 days).

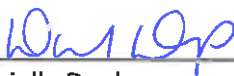
(l) Current NCLAS employees will have a six-month transition period under the amended contract, during which time all employees will be able to request advance vacation time, as provided for under the current NCLAS contract. As per that contract, requests for advance leave must be made to the executive director, the approval of which shall not be unreasonably withheld.

(m) In order to transition the NCLAS office to the Buffalo model, all NCLAS employees hired after amendment to the contract will use the anniversary year for the purpose of accruing and carrying over all leave time.

Agreed to on January 8, 2013



William J. Hawkes
Executive Director
Neighborhood Legal Services, Inc.



Danielle Dunlap
Union President
Buffalo Organization of Legal Services
Workers