

CONTRACT BETWEEN
NEIGHBORHOOD LEGAL SERVICES, INC.
AND
BUFFALO ORGANIZATION OF LEGAL SERVICES WORKERS

For the Period from

JANUARY 1, 2009

through

DECEMBER 31, 2012

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1.0 UNION RECOGNITION

The Employer hereby recognizes the union as the sole and exclusive bargaining agent for the following classifications of employees: all full and part-time non-managerial employees including secretaries, paralegals, receptionists and all law graduates, staff attorneys, grant employees and fellows. Specifically excluded from the bargaining unit are the Executive Director, the Office Administrator, the Administrative Assistant, Supervising Attorneys, Jesuit Volunteer Corp personnel, students, interns, contract employees, temporary personnel, and supervisors within the meaning of the National Labor Relations Act. Additional non-management employment classifications created during the term of this Agreement shall be represented by the union, where appropriate.

1.2 Upon notice to the director or his/her designee, the Union may use the office for meetings to conduct union business. Such meetings may only be held during the lunch and/or non-working hours of union members unless specifically authorized by the director or his/her designee. Such meetings shall not be used to engage in or advocate any activities expressly prohibited by LSC regulations.

1.3 The Union shall be permitted to maintain a bulletin board. The bulletin board shall be used to notify union members about union business and to share information about matters of social and economic justice affecting members of other unions. The bulletin board shall not be used to engage in or advocate any activities expressly prohibited by LSC regulations.

2.0 DEFINITIONS

2.1 The term "board of directors" refers to the governing body of Neighborhood Legal Services, Inc. as comprised pursuant to the by-laws of Neighborhood Legal Services, Inc. The term "Employer" refers to Neighborhood Legal Services, Inc.

2.2 The term "employee" shall include all persons within the bargaining unit.

2.3 The term "part-time employee" includes all persons employed by the Employer for less than 40 hours per week.

2.4 The term "staff attorney" shall include all employees in the bargaining unit who are attorneys admitted to practice in New York State or who are admitted to practice in any other state and who are eligible to practice in New York pursuant to court order.

2.5 The term "law graduate" shall include all employees hired as law graduates in the bargaining unit who have not been admitted to practice in the State of New York or any other state but who have graduated from law school.

2.6 The term "paralegal" shall include all employees not admitted to practice in the State of New York who are not employed in staff attorney or law graduate positions, but who work under the supervision of attorneys and provide legal services and/or advice to clients of the agency pursuant to such supervision.

2.7 The term "secretary" shall include all employees providing secretarial support for the agency. The term shall not include the person employed as secretary to the Executive Director.

2.8 The term "clerical personnel" shall include all employees providing clerical or administrative support for the agency, including receptionists, switchboard operators, messengers and clerks. The term shall not include the person employed to serve as Office Administrator or the person employed to serve as Administrative Assistant.

2.9 The term "contract employees" shall include part time or full-time employees hired on a contract basis for the purpose of meeting short term staffing needs of the Employer. Such contracts shall be for one year or less.

- (a) The decision to fill a short term vacancy with a contract employee rests in the sole discretion of the Executive Director.
- (b) In hiring contract employees, the Executive Director shall seek the input of the Union, but shall not be bound by the hiring procedures set forth in Article 13.2. This requirement for input shall be deemed met where a contract is offered to an applicant who has been previously interviewed for a position with the program. The method of seeking input shall rest in the sole discretion of the Executive Director after consultation with the union.
- (c) Contract employees shall be paid in accordance with the salary scale annexed hereto as Attachment 1 and will receive the benefits and leave provisions set forth in Article 8, 10, 16 with the exception of the child care leave, jury leave and disability leave. Contract employees shall not be covered by any of the other procedures of this Agreement and will not accrue seniority rights.
- (d) Contract employees are not covered by Article 15 (Grievance Procedures).

2.91 The term "vacancy" shall not include positions filled by contract employees until such contract has expired or the contract employee has resigned or been terminated.

2.92 The term "Executive Director" shall include his or her designee.

2.93 The term "Supervising Attorneys" shall include management attorneys who head the substantive law units.

2.94 The term "WEB Master" shall include any employee who is employed to maintain the NLS WEB Page and any related WEB or computer based support functions for NLS.

2.95 The term "Administrative Secretary" shall include all employees primarily employed to provide administrative support to the agency in areas such as, database management, spread sheets, desktop publishing, WEB publishing, public relations, fundraising, training site coordination, publications management and other special projects as assigned by the Executive Director.

2.10 Grant Employees

The term "grant employees" shall include any part-time or full-time employee hired after the date of this agreement pursuant to a non-renewable or limited-renewable grant, including an award of attorneys' fees which are restricted to a specific use or subject to LSC's carry-over rules. A grant employee may be laid off when such grant or funding source terminates without application of the layoff provisions of this Agreement except as set forth below in this paragraph. The Executive Director shall seek the input of the Union when hiring grant employees, but shall not be bound by the hiring procedures set forth in Article 13.0. If a grant employee works three (3) consecutive years or more, he shall be considered an NLS employee in the category in which he is performing his work, and his length of service will be measured from his last date of hire as a grant employee. If a bargaining unit employee volunteers for a grant position and is selected for the position by the Executive Director, the employee shall continue to receive length of service credit during his service as a grant employee and be placed into a bargaining unit position at the termination of this grant service.

An employee, employed under a fellowship, may be paid at a salary rate which exceeds the NLS salary scale pursuant to a contract requirement or agreement with the funder. Under such circumstances, if the same employee is later hired on a non-contract or non-fellowship basis, their new salary will be based on the application of their experience level to the NLS salary scale, and adjusted accordingly. No grant or fellowship employee may be paid at a salary rate which is below the NLS salary scale.

3.0 AGENCY SHOP/CHECK OFF

3.1 There shall be no requirement that any employee join, or maintain membership in, the Union. All employees, regardless of whether they join the Union shall be required to pay to the Union an amount equal to Union initiation fees and membership dues.

3.2 Union initiation fees and membership dues shall be deducted from the employees' wages in equal installments for each pay period. The Employer will make the deductions only if the Union has provided written notice to the Employer indicating the amount to be deducted prior to the date deductions are to begin at that amount. Such deduction shall be made only for employees who have submitted to the Employer a voluntarily signed and dated authorization which expressly authorizes such deductions. The initiation fees and membership dues shall be remitted to the Union within one calendar week after each deduction. During any unpaid leave of absence these provisions shall be suspended.

3.3 As explained in paragraph 1, payment of Union initiation fees and membership dues shall be a condition of obtaining and continuing employment with the Employer. The union shall notify the Employer if an employee required to pay initiation fees or membership dues fails to do so and request that the Employer discharge the employee. The Union shall provide a copy of the notice to the affected employee. The Employer shall discharge the employee unless, within fifteen (15) working days from the Union notice, the employee tenders said dues and fees to Union.

3.4 An employee discharged by the Employer under the provisions of paragraph 3.3 shall be deemed to have been discharged for just cause. A discharge under the terms of paragraph 3.3 shall be

based solely on the failure to the employee to pay or tender payment of dues and fees as specified herein, and not because of denial or termination of membership in the Union upon any other grounds.

3.5 If the Employer fails or neglects to make a deduction which is properly due and owing from the employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the Union.

3.6 The Union agrees that it shall indemnify and save the Employer harmless from any and all claims, demands, awards, judgments, or liabilities that may arise from the operation of this Article.

4.0 SALARIES AND WAGES

4.1 Annexed hereto as Attachment 1 are the salary and wage scales for each classification of employees covered by this Agreement. No employee will be advanced to a higher salary step after the term of this contract unless permitted by a successor contract.

4.2 Initial Salaries - Employees hired after the date of ratification shall have their experience level calculated as follows:

- (a) Attorney - Prior credited experience shall be calculated from the date of admission to the bar in any state. Other experience which may be credited, in the sole discretion of the Executive Director, includes time spent as a Judge, Judicial Clerk, or teaching law, legal research and writing, advanced legal studies, or the practice of law in any substantive area.
- (b) Senior Attorney
 - (1) The Employer, in its sole discretion, may select Senior Attorneys from the union which shall carry with it a \$2,500 stipend. The base salary of a Senior Attorney shall be calculated as set forth in Paragraph 4.2(a) above.
 - (2) Subject to Article 14 (Discipline, Suspension and Terminations), an attorney selected as a Senior Attorney shall serve in that capacity for one full year at which time the selection may be renewed on an annual basis in the sole discretion of the Executive Director.
- (c) Paralegals - Prior credited experience shall include all time spent as a paralegal in any law office or legal services program. Other relevant experience may be credited at the sole discretion of the Executive Director.
- (d) Secretaries and Clerical Staff - Prior credited experience shall include time spent in legal secretarial work. Any secretary or clerical person may, in the sole discretion of the Executive Director, be given credit for other experience including but not limited to training or other relevant experience.

- (e) Receptionists - Prior credited experience shall include all time spent in any general receptionist position.

4.3 Hiring Offers

In connection with the hiring of any new employee the hiring offer shall explain to the prospective employee the salary scale, the specific amount of prior experience being credited to such employee as well as the specific salary offer and increment date.

NLS shall provide the following information to the Union for all union members and non-managerial employees hired-the employee's name, job title, date of hire, salary and years of prior experience credited.

4.4 Outside Employment

All full-time and part-time attorneys and paralegals must comply with the Federal regulations regarding outside employment. In addition, if a full-time or part-time paralegal or attorney is offered an opportunity to perform paid or unpaid work that involves any substantive area of law handled by NLS or which could be handled by NLS or which arises out of activities that such employee does or could undertake at NLS, such paralegal or attorney must provide immediate written notice to the Executive Director indicating that the opportunity has been offered and describing the nature of the opportunity. If the Executive Director determines that the work does not involve any substantive area of law handled by NLS or could not be handled by NLS or does not arise out of activities that the employee does or could undertake at NLS, the employee may perform the work outside of the employee's working time for NLS and may not utilize any of NLS's resources to perform the work. NLS may require that the employee indicate or not indicate his affiliation with NLS on any publications resulting from this work. If the Executive Director determines that the proposed work does involve a substantive area of law handled by NLS or which could be handled by NLS or that the work arises out of activities that the employee does or could undertake at NLS, the Executive Director shall refer the matter to the Board of Director or Committee thereof within ten (10) work days after receipt of the written notice from the employee to decide if the proposed work should be performed as an NLS project. If the Board or its Committee decides that the work will be performed as an NLS project, the Executive Director will assign the work to be performed on NLS time and any payment received will be paid to NLS. If the Board or its Committee makes no decision with thirty (30) days after the Executive's referral or decides that such work should not be performed as an NLS project, the employee may perform the work outside of his working hours for NLS and may not utilize any of NLS's resources to the perform the work. NLS may require the employee to include or not include his affiliation with NLS on any publications produced. The Board's decision will not be grievable or arbitrable except for the issue of whether the work involves any substantive area of law handled by NLS or which could be handled by NLS or which arises out of activities that such employee does or could undertake at NLS.

4.5 Outside Employment - Part time Employees

The Employer and the Union will form a committee to study whether employees working less than full-time should be exempt from the contract provisions regarding outside employment which the parties tentatively agreed to on 3/6/95 subject to ratification and if the committee agrees to a resolution of the issue, it will forward its written resolution to the Employer and Union for consideration.

5.0 RETIREMENT PLANS

5.1 Employees may contribute from their earnings into any TDA of their choice up to that amount permitted by law.

5.2 Pension Plan

- (a) Beginning on January 1, 1991, each employee who has worked for the Employer for one year shall be entitled to receive pension payments paid for by the Employer to a defined contribution pension plan in the percentages set forth on Attachment 2 to this Agreement.
- (b) The specific pension plan will be selected in the sole discretion of the Employer after consultation with the Union. The terms of the pension shall be those required by law. An employee's pension shall not vest until the employee has been with the program for five years at which point it shall vest completely. The calculation of the years with the program shall be made in accordance with the terms and conditions of the Pension plan.

6.0 HOURS OF WORK/ECONOMIC LAYOFFS

6.1 All full-time employees shall be required to work eight hours per day, 40 hours per week, Monday through Friday during program hours (9:00 a.m. to 5:00 p.m.) except as set forth in paragraphs 6.3, 6.4 and 6.5. Unless otherwise provided for in this Article, any time less than eight hours shall be taken as annual, personal or sick leave. Staff attorneys, law graduates and paralegals shall work such additional hours as may be necessary to meet their professional and ethical obligations to their clients.

6.2 Employees may take one paid hour per day for lunch between 10:00 a.m. and 3:30 p.m. Where unusual circumstances so dictate, and upon the request of the affected employee, the hours during which lunch may be taken may be extended by the Employer in its sole discretion.

6.3 Summer hours will be in effect from June 21 through Labor Day during which time the general office hours will be 9:00 a.m. to 4:30 p.m. except as set forth in paragraphs 6.4 and 6.5 and employees shall account for and document 7.5 hours per day.

6.4 Staff attorneys, law graduates and paralegals, as a minimum, shall account for and document forty hours per week. Where a staff attorney, law graduate or paralegal works more than eight hours in a given day, such time must be documented on his/her time sheet and he/she may take compensation time during that same week, subject to job responsibilities. Notice of use of compensation time must be given to the Supervising Attorney or the Executive Director as far in advance as practicable by electronic mail or telephone. In no event shall this provision be construed to relieve employees from being present in the office for at least four (4) hours in a given day. The Employer retains the right to restrict the use of compensation time in accordance with the provisions of this agreement.

6.5 Upon prior approval of the Executive Director, which shall not be unreasonably withheld, employees may work one or a combination of the following options: (1) 8:00 a.m. to 4:00 p.m.; (2) 8:30 a.m. to 4:30 p.m.; 9:30 a.m. to 5:30 p.m.

6.6 Effective 1/1/93 full-time employees may be granted a reduction in his/her hours worked. Denials shall be based on the following listed factors: 1) needs of the program, 2) needs of the unit, 3) number of part-time employees working part-time, 4) length of service with the Employer and seniority. The duration of the agreement must be agreed upon in advance between the employee and the Employer. The employee has the right to request an extension of the reduced hourly work agreement but must do so no later than 30 days prior to the expiration of the existing agreement. No employee shall be denied the right to return to a 40 hour work week at the conclusion of the reduction in work hours agreement unless the employee has been laid off during the duration of the reduction in hours agreement. During the time that a full-time employee works reduced hours, he/she shall continue to accrue full seniority.

6.7 Employees working part-time shall receive the proportion of salary, medical and dental benefits (including payments to a Section 125 Plan for opting out of the Employer's basic and major health insurance), leave and holiday time that equals the ratio of the number of hours per week regularly worked by the part-time employee (as determined by the Executive Director) to a forty hour work week. The employee's contribution shall be collected as a payroll deduction and the employee will sign an authorization for the same. The Employer agrees to carry life insurance and long term disability insurance on part-time employees to the extent permitted by and consistent with the regulation of the Employer's insurance carriers.

6.8 The Employer will notify the Union of all full time openings within the bargaining unit. Within five business days thereafter, the Union will notify part-time employees of all full-time job openings within their current job classification and substantive law unit. Part-time employees will have first right to any full-time position within their current job classification and substantive law unit but must request the same within 15 business days of the date the Employer notifies the Union of the opening. Nothing herein shall prevent the Employer from posting any job opening at any time or filing the position after 15 days of notification to the Union if no eligible part time employee exercises his/her rights under this provision.

6.9 Overtime pay shall be paid to secretaries, clerical personnel and paralegals who work more than 40 hours per week. The rate of pay for each hour after the 40th hour will be one and one-half time the employees' regular rate of pay. For each hour worked on Sunday or a legal holiday, the rate of pay shall be double the employee's regular rate of pay. Secretaries and clerical personnel may not work overtime without prior approval from the Executive Director.

6.10 In lieu of overtime pay, secretaries, clerical personnel and paralegals who work more than 8 hours (excess hours) on a given day may take compensation time on an hour-for-hour basis in the amount of such excess hours with the prior approval of the Supervising Attorney of the Unit (or the Executive Director if the Supervising Attorney is not available) and the Administrator or the Administrative Assistant. Such compensation time must be taken in the same work week in which the employee works the excess hours. The requirement for prior approval for compensation time may be waived in the sole discretion of the Supervising Attorney or the Executive Director for good cause shown.

6.11 When the duties of a staff attorney or law graduate require such person work excessive overtime, that person may discuss with his/her supervisor and the Executive Director an appropriate adjustment to his/her workload.

6.12 Procedures for Economic Layoffs

In cases of layoff, all employees shall be given at least sixty (60) days prior notice. Layoffs will occur within job class and the employer will exercise its management's right to determine in which job classification the layoffs will occur. For the purposes of this section, job classification means (1) attorneys, (2) paralegals, (3) secretaries, (4) receptionists, (5) spanish speaking receptionists, (6) clerks, (7) WEB Master and (8) Administrative Secretaries. Part time employees will be given full credit for all years of service for seniority purposes. Probationary employees in the effected job classification shall be laid off before any other employees. Employees may not "bump" to a lower job classification, but may "retreat" to such lower position, if such lower position was previously held by the employee. If retreating, total seniority with the employer shall be used for lay off purposes. Seniority list will be posted and provided to the Union President on a request basis, but not more than every six (6) months.

Non Probationary Employees shall be laid off as follows:

CATEGORY A

Employees with seven (7) or more years of continuous service with the employer may be laid off only in inverse order of seniority within their job classification.

CATEGORY B

Employees within the same job classification with less than seven (7) years and more than three (3) years of continuous service with the employer will be laid off after employees within the same job classification with less than three (3) years of continuous service. If the employer determines that an employee in this category should be laid off not in inverse order of seniority, the employer will notify the employee and President of the union by personal service or certified mail, return receipt requested. If the union objects within seven (7) days of the receipt, the issue shall be immediately submitted to the arbitration step of the grievance procedure. The arbitrator will be an attorney admitted to practice in New York State. The burden of not using inverse order of seniority is with the employer.

CATEGORY C

Employees with three (3) years or less of continuous service with the employer will be laid off prior to employees with more than three (3) years of continuous service within their job classification. Layoff may be determined regardless of seniority, but reasons for deviation from inverse order of seniority shall be submitted to the employee and the Union President. If the employee disagrees with the reasons, he/she may present an oral and/or written presentation to the Board of Directors, but employer's decision to layoff is not grievable or arbitrable.

PROCEDURAL RULES

1. If there is a tie in seniority it shall be broken by a coin flip in the presence of a union official.

2. If there is an absence for any reason, except for leaves granted under this Agreement for one or more years it shall be considered a break of service and if an employee is hired after one year's absence, he or she shall have a starting date as of the last date of hire.

3. Contract and grant employees serving in a classification identified for layoff will be laid off before bargaining unit employees within that classification.

RECALL

If the Employer decides to increase the number of employees in a job classification and there are employees who are on lay-off from such classification, the Employer will recall the required number of employees in reverse order in which they were laid-off from such classification. These recall rights will expire after an employee has been on lay-off for twenty-four consecutive months. The Employer will send written notification of recall to the Union and the employees being recalled. The written notification will be sent to the employees being recalled by certified mail, return receipt requested, and if an employee refuses a permanent recall, or does not respond to a permanent recall within eight days after receiving the recall notice or within twelve days after the notice is mailed, whichever is earliest, the employee's recall rights for the offered position and all future recalls will terminate. The employee will not be required to return to work prior to fourteen calendar days after receiving the recall notice.

6.13 Seniority will be maintained divisionally and will be determined by the date of hire of an employee at the division at which he or she is currently working at the time of the merger. There will be three divisions currently known as Neighborhood Legal Services, Niagara County Legal Aid Society, and Oak Orchard Legal Services.

7.0 HOLIDAYS

7.1 Employees shall be entitled to the following paid holidays during the term of this Agreement:

1. New Years Day - January 1
2. Dr. Martin Luther King, Jr. Day
3. Washington's Birthday - 3rd Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4
6. Labor Day - 1st Monday in September
7. Columbus Day - 2nd Monday in October
8. Veteran's day - November 11
9. Thanksgiving Day - 4th Thursday in November
10. Christmas Day - December 25

7.2 Employees shall be entitled to the following paid one-half holidays during the term of this Agreement:

1. Christmas Eve
2. New Years Eve

7.3 Employees shall be entitled to take as a paid holiday one of the following options, the choice of which is subject to Unit coverage and Executive Director approval:

1. The Friday following Thanksgiving; or
2. Christmas Eve and New Years Eve half days.

7.4 Holidays that fall on a Saturday will be scheduled the previous Friday and those that fall on Sunday will be scheduled for the following Monday.

7.5 In the event any of the regularly designated holidays occur during an employee's vacation, that day shall be recorded as a holiday and not deducted from the employee's accumulated annual leave.

7.6 Upon prior approval of the Executive Director, an attorney/law graduate who works on a paid holiday shall be entitled to take a subsequent day off. Such approval cannot be unreasonably withheld.

8.0 LEAVE TIME

8.1 Annual Leave

(a) All employees shall be entitled to annual leave as set forth below:

1st and 2nd year - 1.25 days accrued each month (15 days per year)

3rd year - 1.5 days accrued each month (18 days per year)

4th year - 1.67 days accrued each month (20 days per year)

8th year - 1.83 days accrued each month (22 days per year)

10th year and thereafter - 2.08 days accrue each month (25 days per year)

(b) For purposes of this Article, a leave day for a part-time employee equals 8 hours multiplied by the ratio of the number of hour per week regularly worked by the part-time employee to a 40 hour work week. Banked annual leave time shall refer to leave time carried over by employees pursuant to the collective bargaining Agreement ratified on June 4, 1987.

(c) For purposes of this article, annual leave days shall be deemed to accrue monthly on the last day of each month for all employees. During the first year of this Agreement as a transitional provision to changing the annual leave time policy, employees with at least three full years of employment, and without sufficient carry over annual leave, may request to take up to five days annual leave during the first month after their anniversary date. Any time so taken will be deducted from the employee's annual leave time as it accrues and will not count as accrued annual leave time in the event that an employee ceases employment. In the event that an employee ceases employment prior to accruing sufficient leave time to make up

the advance, such differential will be deducted from the employee's last paycheck. The decision to grant an advance on annual leave shall rest in the sole discretion of the Executive Director.

- (d) Annual leave is to be scheduled subject to the prior approval of the Supervising Attorney of the Unit and the Executive Director. Conflicts regarding the scheduling of annual leave time by more than one employee shall be resolved by the Executive Director in his sole discretion taking into account the date of each request, seniority, vacation plans, the needs of the office and such other factors as may be appropriate.
- (e) New employees shall not, except in the sole discretion of the Executive Director, be entitled to use annual leave time until they have completed their third month of employment.
- (f) During December and June, the Executive Director shall prepare and distribute to each employee a statement of how many accumulated annual leave days the employee will have at the end of the previous month. Employees may at any time request such information which will be provided as soon thereafter as practicable.
- (g) Employees may carry over up to 10 days of annual leave from one anniversary 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) Payments 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.
- (i) Employees shall not be required to use annual leave or personal days to make up days of work lost when the Employer's offices are closed due to weather conditions. When the office is closed for a specific function, no employee shall be expected to work.
- (j) Prior union members who left NLS and are rehired within three (3) years shall have their annual and sick leave accrual based upon their length of prior service.

8.2 Personal Leave

All employees shall be entitled to four (4) personal leave days annually. Such personal leave may be used for any purpose and may not be carried over from one anniversary Year to the next.

8.3 Jury Duty Leave

An employee called for jury duty shall be allowed time to perform his or her duties as a juror and shall receive full pay. Any compensation received by the employees as the result of jury duty shall be surrendered to the Employer. However, the employee shall not surrender compensation in excess of his/her normal salary level.

8.4 Bar Examination Leave

- (a) Employees hired as law graduates or as staff attorneys who are not admitted to the bar of New York State and who are not eligible to be admitted through reciprocity, are required, as a condition of employment, to sit for the next available Bar examination.
- (b) Those employees required to prepare for the New York State Bar Examination during the course of their employment shall be entitled to three weeks leave (15 business days) with pay. This leave shall be taken within five weeks of the date of the bar examination. This leave will only be granted once.

8.5 Parenthood Leave

- (a) Within the six month period following the birth or adoption of an employee's child, the employee may take an unpaid leave of absence for up to six months for the purpose of caring for such child.
- (b) The Employer will continue to pay for an employee's basic health, major medical and life insurance provided under this Agreement during the parenthood leave up to six months. After six months, the Employer will continue insurance coverage, to the extent permitted by the insurer, at the employee's expense and upon advance written request accompanied by complete payment of the first premium involved and complete payment of monthly premiums thereafter by the 25th of the month prior to the month the premium is due.
- (c) For all parenthood leaves, a date certain shall be set for the employee's return to employment. The employee's right to return will be forfeited upon failure to return on the date certain, unless the date is extended in the Executive Director's sole discretion. If an employee wishes to return early, he/she shall have the right to return if the employee's position is vacant.

8.6 Bereavement Leave

- (a) Employees shall be entitled to five days of leave with pay upon the death of a spouse, significant other, parent, sibling, child, grandparent, grandchild, spouse of a child, or parent of a spouse. The employee shall also be entitled to a leave without pay not to exceed ten days upon the death of any of the individuals mentioned in this subparagraph.
- (b) Employees shall be entitled to one day leave with pay upon the death of an uncle, aunt, niece, nephew provided, however, that when such bereavement requires travel outside of Western New York, two days leave with pay shall be allowed.
- (c) Employees shall be entitled to three hours leave with pay to be able to attend the wake, funeral, and/or service for a relative, household member or co-worker.

8.7 Accrual of Benefits

An employee shall be deemed to be accruing length of service credit while on leave of absence provided for in this Article for all benefits relating to or dependent upon length of employment except those employees who are on a discretionary leave of absence. Employees who are on a six month or less parenthood leave or disability leave or on a discretionary leave of absence will not accrue any leave.

8.9 Approval for Use of Leave Time

Any employee desiring to take any leave shall make a written request for approval of such leave to both the Supervising Attorney and the Executive Director. The approval of annual and personal leave rests in the discretion of the Executive Director. The Executive Director will consider the Supervising Attorney's recommendation in making such decisions. The approval of such requests will not be unreasonably withheld. The request for annual and/or personal leave shall be made in advance equal to the number of days requested. (i.e., five days for five days leave, etc). When possible, a request for personal leave shall be made in advance equal to the number of days requested.

8.10 Notice of Intention to Cease Employment

In order to receive payment for accrued annual leave time as set forth in this Article, employees must give the Employer adequate notice of their intention to terminate employment. For secretaries, receptionists and clerical positions, such notice shall be at least two weeks in advance of ceasing employment. For paralegals, law graduates and staff attorneys, such notice shall be at least four weeks in advance of ceasing employment. This requirement may be waived for good cause shown in the sole discretion of the Executive Director.

8.11 Unpaid Leave of Absence

Employees with five or more years of service may apply for an unpaid leave of absence to a maximum of one (1) year, such request shall not be unreasonably withheld. Employees with less than five years of service may apply for a leave of absence but the granting or denial of such leaves is in the

discretion of the Executive Director. Short term unpaid leaves of absence of ten (10) days or less shall be granted to employees with no accrued sick leave for family members' illness or disability.

9.0 WEATHER CONDITIONS

When weather conditions result in the closing of the state court system, the office shall be closed and the employees shall be given leave. Attorneys and paralegals with hearings and/or court dates scheduled for such days must ascertain that such appearances will not be required. Where an appearance is required on a day that the office is closed due to weather conditions, the attorney/paralegal will be given leave time for the hours required to make such appearances.

10.0 ANNUAL SICK LEAVE & DISABILITY LEAVE

10.1 All full time employees shall be entitled to twelve (12) sick days per year for the first two years of employment and fifteen (15) days thereafter to accrue monthly for personal illness and medical appointments and for illness in the immediate family or household (spouse, child, parent and household member) of any employee which necessitates the services of the employee to care for such sick member of the family. All part-time employees will accrue sick days at a rate which is equivalent to their percentage of full time employment status (i.e. an 80% FTE annually accrues 80% of 12 sick days or 9.6 days per year in the first two years and thereafter at 80% of 15 days for an accrual of 12 days annually). The employer can require an employee who requests a sick day for the care of his/her spouse, parent or household member to medically verify the necessity for such care. The Employer may also require medical verification of an illness from employees who have exhausted their annual, personal, and sick leave and miss work due to an illness. Up to 12 weeks of paid sick leave may be used to support a parenthood leave as defined in section 8.5(a). Such sick leave use must occur within the first six months after the events described in 8.5 (a).

10.2 Sick leave is accumulative to a maximum of 130 days not to exceed 26 weeks until separation, at which time an employee shall forfeit all accumulated sick leave.

10.3 Annual sick leave shall be deemed to accrue monthly on the first day of each month of employment.

10.4 During December and June, the Executive Director shall prepare and distribute to each employee a statement indicating the amount of accumulated sick days. An employee who is unable to work because of illness and has no remaining sick leave shall use either personal or annual leave. When sick, annual or personal leave days are exhausted any days taken thereafter will be without pay.

10.5 Where it appears that an employee will be disabled pursuant to New York State Disability Law, that employee must assist in the application for New York State Disability Benefits (including obtaining the required medical verification) and must reimburse the Employer any such benefits (up to the amount of his/her pay) received for periods of time which the employee received his/her full pay as a result of taking annual or sick leave. Employees receiving New York State Disability benefits must use sick leave accrued under section 10.0 for the entire term of their disability and must revert the New York State disability benefits to the employer.

10.6 An employee apparently entitled to Worker's Compensation benefits must assist in the application for such benefits including obtaining the required medical verification and must reimburse the Employer any such benefits (up to the amount of his/her pay) received for periods of time which the employee received his/her full pay as a result of taking annual or sick leave.

10.7 DISABILITY LEAVE

- (a) An unpaid leave of absence due to illness or injury (work or non-work related) or pregnancy shall be granted by the Employer upon application in writing and presentation of certificate of a doctor which states that the employee is prevented from performing regular duties. Such leaves of absence shall not exceed six (6) months, but may be extended an additional six (6) months in the Executive Director's sole discretion.
- (b) An employee who requests such a leave of absence shall, at the time of such request, but no later than two (2) weeks from the time of such request, submit a medical statement from his/her doctor stating the medical reason(s) for the requested leave, the date on which the leave would begin and the date, if known, on which he/she would be able to return to work.
- (c) If the date on which the employee is to return cannot be provided to the Employer at the time of request for leave, the employee shall have the obligation to request, in writing, an extension of such leave sixty (60) calendar days following the start of leave. The request for such extension shall include a statement from the employee's doctor attesting to the necessity for such extension, together with the date, if known, when the employee will be able to return to work. For each succeeding sixty (60) calendar day period, the employee shall have the same obligation to request, in writing, additional "extensions of the leave of absence.
- (d) If an employee fails to file for an extension of the leave of absence, or if an employee fails to return to work on the date designated by his doctor, such employee may be considered to have voluntarily quit.
- (e) If an employee does not return to work from an authorized leave within the maximum period allowed, the employee will be removed from the payroll and considered to have voluntarily quit.
- (f) During the period of medical leave, up to a maximum of six (6) months and if permitted by the carrier, a full-time employee will continue to be covered by the applicable health and life insurance to the extent covered at the time of leave.
- (g) After six months of leave, to prevent an employee's health insurance coverage from lapsing, an employee may continue coverage by paying the group premium rate to the Employer. Such payment, however, must be received by the 25th of the month prior to the month the premium is due. In addition, the premium payment must be made in one lump sum. Failure to make such payment on a timely basis will result in no premium being paid and a lapse in coverage. The right of the

employee to make such payment to the Employer shall be that provided under law.

10.8 Sick Leave Bank (This section was abolished by agreement dated August 10, 2010)

A Sick leave bank is established to provide paid sick leave for eligible employees who have exhausted all of their accumulated paid sick leave, paid personal leave and paid vacation time (except for five (5) vacation days). The bank shall be funded annually by voluntary contributions from each employee in the bargaining unit, but contributions will not be allowed if the bank has 200 or more days. The Union's Executive Board or other Union designee shall administer the bank and determine whether an employee will be allowed access to the bank. An application to the bank must be supported by a written statement from a physician indicating the prognosis for recovery and estimated date that the employee will be able to return to work. This application and statement and any other documents submitted by the employee or considered by the Executive Board or other Union designee shall be provided to the Employer. The decision of the Executive Board or other Union designee shall be in writing and forwarded to the applicant and Employer. The identity of the applicant will be revealed only if the application was granted. Employees may use a maximum number of days in the bank as follows: five (5) years of service or less - five (5) days; more than five (5) years, but less than ten (10) years - ten (10) days; ten (10) or more years - twenty (20) days. The decision will be made solely by the Executive Board or its designee and the Employer or its agents will have no responsibility for the decision. The decision will not be grievable or arbitrable and if a claim or cause of action arising from the decision is asserted against the Employer, the Union will indemnify the Employer and its employees and agents for any liability for such claims or causes of action and for attorneys fees and other costs incurred in defense of such claims or causes of action.

11.0 PROBATIONARY EMPLOYEES; JOB TENURE

11.1 All NLS employees shall be hired on a probationary basis.

11.2 Probationary period of all secretaries, receptionists, and clerical personnel shall be six months, paralegals nine months and law graduates and attorneys one year.

11.3 A probationary employee may be discharged at any time prior to the expiration of the probationary period with or without cause, except that a Law Graduate, although still a probationary employee, may not be discharged solely by reason of his/her first failure to pass the New York State Bar examination so long as the employee is qualified for a Practice order.

11.4 Prior to the expiration of the first three months of the probationary period for secretaries and clerical personnel, five months for paralegals and six months for law graduates and attorneys, the Employer shall prepare and deliver to the probationary employee a written probationary status report. That report shall (a) contain an evaluation of the probationary employee's job performance to date; (b) identify with particularity the respect in which the probationary employee's job performance has been satisfactory and/or unsatisfactory; and (c) state whether or not, on the basis of the probationary employee's present record, the Employer is inclined to continue his/her employment beyond the conclusion of the probationary period. Failure to issue a status report or issuing a favorable status report does not alter the power of the Employer to discharge a Probationary employee with or without cause.

11.5 An employee who is terminated during a probationary period shall be provided no less than two weeks notice in writing unless, because of intentional and willful misconduct including theft, physical violence to clients or staff, destruction of property, deliberate disregard of significant job responsibilities and other misconduct of similar gravity, the decision is made to terminate his/her employment in a shorter period of time, in which case the employee shall be paid only for the days worked. In lieu of notice, the Executive Director may give the employee two weeks pay and ask him or her to leave immediately.

11.6 The discharge of a probationary employee shall not be subject to the grievance procedure. A probationary employee who is discharged without receiving two weeks notice and/or pay pursuant to paragraph 11.5 may grieve such lack of notice and/or pay if he/she feels that his/her discharge was not based on intentional or willful conduct.

12.0 TRANSFER AND RESIGNATION

12.1 Definitions

- (a) "Temporary transfer" is the transfer of an employee from one site to another for a period of up to twenty-five (25) working days in duration.
- (b) "Permanent transfer" is the transfer of an employee from one site to another for a period of more than twenty-five (25) working days in duration.
- (c) "Voluntary transfer" is the transfer of an employee from one site to another that is agreed to by the employee.
- (d) "Involuntary transfer" is the transfer of an employee from one site to another that is not agreed to by the employee.
- (e) "Emergency Transfer" is the transfer of an employee on an emergency basis for no more than five working days to fill in for someone in another location because of illness or other unforeseen circumstance. An employee may not be subjected to an emergency transfer for more than 20 working days per year.

12.2 Except for an emergency transfer, there shall be no involuntary transfer of any employee.

12.3 Voluntary transfers will be allowed subject to the following conditions:

- (a) If the employer has a need to transfer an employee from one site to another, it must post a notice at least forty (40) days prior to the effective date of the transfer seeking employees who would voluntarily agree to such a transfer.
- (b) Only those employees who are qualified by training and/or experience are eligible for the transfer.

- (c) If there are no volunteers who are qualified by training or experience to fulfill the transfer, the Employer may decline to transfer the volunteers.

12.4 Rights of Transferred Employee

- (a) An employee who is transferred will retain all of her/his rights under the collective bargaining agreement, including but not limited to his/her rate of pay.
- (b) An employee who is transferred will be paid for any increased travel distance to the new office. The increased travel distance will be calculated by subtracting the distances traveled from the employee's then home address to the pre-existing work site and the new worksite. The greater mileage distance to the new work site, if any, will be compensated at the then current IRS amount per mile. The distances will be calculated by using an internet based mapping report such as MapQuest. Such increased mileage compensation shall not last more than seventy-five work days from the date of transfer.

12.5 Transfers within Locations

- a.) Where a staff vacancy occurs in a unit at a particular location and a current NLS staff member at that location requests transfer to the unit, the Executive Director shall discuss the request with the current Supervising Attorney and the Supervising Attorney of the unit in which the vacancy exists. The decision to honor the request rests in the sole discretion of the Executive Director. Such decision is not grievable.
- b.) As soon as the Employer knows that a position will become vacant, the position will be posted within the program for at least fourteen (14) days. Current NLS staff interested in filling the vacancy shall indicate their interest in writing to the Executive Director during this time.

13.0 NOTICE OF JOB OPENINGS/HIRING POLICY

13.1 The Employer shall post job notices of all job openings on the office bulletin board prior to hiring any person to fill such positions.

13.2 A hiring committee shall assist the Executive Director in the hiring of new staff. For attorneys, law graduates and paralegal openings, the committee shall consist of two members chosen by the union and one Supervising Attorney. For secretarial, receptionist or clerical positions, the hiring committee shall consist of the Administrator, the Administrative Assistant, the Supervising Attorney of the Unit and one employee designated by the Union. The hiring committee will assist in the recruitment and narrowing of prospective candidates.

14.0 DISCIPLINE, SUSPENSION AND TERMINATIONS

14.1. No permanent Employee who has completed probation may be subjected to discipline, suspension or termination, except for just cause.

14.2 For the purpose of this Article, just cause for suspension or termination includes but is not limited to:

- (a) Intentional and willful serious misconduct, such as theft, physical violence to clients or staff, destruction of property, falsification of records, and false representation to a court or tribunal or knowing participation in a violation of the Code of Professional Responsibility, Legal Services Corporation Regulations, or other dishonest, improper or unethical behavior of similar gravity; and
- (b) Failing the New York State Bar Exam more than once.

14.3. Except where termination is based on paragraph 14.2(b), any discipline under this Article shall be subject to the following limitations:

- (a) Except in cases of intentional and willful serious misconduct, a progressive disciplinary system of written warnings shall be utilized to afford the employee a reasonable opportunity to improve and correct deficiencies in conduct or job performance before suspension or termination of employment;
- (b) When the Employer believes that just cause exists to discipline an employee, the Employer shall first issue one or more written warnings to the employee.

14.4. If after a written warning an employee continues in the complained of conduct or engages in other misconduct of similar nature or gravity, and the Employer believes that just cause exists to terminate or suspend an employee, the Employer may terminate or suspend the employee. If the Employer chooses to suspend or terminate the employee, the Employer shall then issue a written notice of termination or suspension to the employee, specifying the conduct or job performance which constitutes the just cause for termination or suspension and advising the employee of the specific date when such termination or suspension is to become effective. The effective date of suspension may be immediate. The effective date of termination shall be not less than two weeks after the issuance of the written notice of the termination or immediately provided the employee receives two weeks severance pay, unless the basis for the termination is intentional and serious misconduct in which case the termination may be immediate without the requirement of severance pay. The Employer shall provide the employee, when available, copies of the materials upon which the termination or suspension is based. The existence of just cause for termination or suspension of employment, if disputed, shall be subject to the full grievance procedure.

14.5. The Employer shall provide the Union with a copy of any written warning, a copy of any notice of termination or suspension, if applicable, issued pursuant to Section 14.4 within two days after the issuance of such notice to the employee, except as provided in Section 14.6. Employees shall have the right to inspect their personnel file at any time upon reasonable notice to the employer. Written directives and disciplinary actions documents shall not be placed in the personnel file, unless the employee receives

a copy of the material. Employees shall have the right to have their written response to any material placed in the personnel file. Employees shall have the right to grieve any material placed in their personnel file.

14.6. At any time within two days after the issuance of written warning or a notice of termination or suspension pursuant to Section 14.4, the employee may request in writing that the grounds for such discipline remain confidential. In the case of termination or suspension, if the employee requests confidentiality, the Employer shall not provide a copy of such notice to the Union, but shall provide to the Union, the name of the employee, the discipline, and the date of the termination or suspension omitting the grounds.

14.7 No suspension shall be for more than ten business days.

14.8. When the Employer believes that just cause exists to terminate an employee for intentional or willful serious misconduct, the employee may be immediately terminated upon oral notice to be followed by the written termination notice within five business days with no requirement of severance pay.

14.9. When just cause exists to terminate an employee pursuant to 14.2(b) for failure to pass the Bar, the Employer shall provide the employee with two weeks written notice.

14.10. In the case of suspension of an attorney, paralegal, or other casehandler, during the period of suspension only, the Employer shall assume the representation to the extent permitted by applicable courts and tribunals of cases handled by a suspended employee, provided that the suspended employee shall cooperate on the short-term transfer of such matters and that the Employer may defer for up to one week the imposition of suspension to avoid prejudice to clients' interests.

14.11. During the period of suspension, the facts of suspension or facts giving rise to suspension, shall not be disclosed to clients, courts, agencies, opposing counsel, or parties, unless in the sole judgment of the person who assumes representation, or the Executive Director, such disclosure is necessary to protect a client's interest or it is otherwise necessary to inform the client or as permitted by 14.13.

14.12. If an employee who is disciplined pursuant to this Article is not the subject of further disciplinary action within eighteen (18) months, at the request of the employee any record of such discipline shall be expunged from his/her file and not be referred to or raised in any subsequent disciplinary or other Personnel evaluation or action.

14.13. All records of disciplinary actions shall be kept in the employee's personnel file and the facts of such discipline shall not be disclosed by the Employer to any third party unless such disclosure is waived in writing by the affected employee or unless required by law, requested by a Bar Association or the Legal Services Corporation or a State or Federal governmental agency, is necessary to protect a client's interests or is otherwise necessary to inform the client. This provision shall not apply when the employee lists the Employer as a job reference.

15.0 GRIEVANCE PROCEDURES

15.1 A grievance shall be defined to include only a violation of one or more of the terms of this Agreement. Employee grievances shall be addressed in accordance with the procedures set forth in this Article.

15.2 Grievance Procedures

Step 1 - An employee who feels him/herself aggrieved by alleged violations of this Agreement shall raise such grievance orally with his/her Supervising Attorney or immediate supervisor if such employee is not in a unit. The grievance must be raised within ten (10) business days after the employee knew, or should have known, of the facts giving rise to the grievance, except that a grievance respecting job classification or concerning salary scale must be raised within sixty (60) days after the employee knew, or should have known, of the classification or the salary scale determination. The supervisor shall reply to the grievance within five (5) working days. After this step, all grievances and responses must be in writing. An employee may proceed directly to step 2 if the grievance involves the Supervising Attorney.

Step 2 - If the grievance is not adjusted at Step 1, then a written grievance on the form annexed to this Agreement as Attachment 2 must be filed with the Executive Director within five (5) working days after Step 1 of the grievance procedure has been exhausted. Such written grievance shall cite the section of this Agreement alleged to have been violated. The Executive Director shall meet with such employee and a union representative of his/her choosing and submit a written response to such employee within five (5) working days. Copies of the grievance and the response shall be filed with the Union.

Step 3 - If the grievance is not adjusted to the satisfaction of the employee at Step 2 of the grievance procedure, the grievance may be submitted to arbitration. The Union shall file a written notice of intention to submit the dispute to arbitration with the Executive Director within thirty (30) days after the Executive Director issues his/her decision.

15.3 The arbitrator, who shall be an attorney admitted to practice law in New York State, shall be appointed jointly by the Executive Director and the Union and such appointee shall be the arbitrator in the matter involved. The arbitrator may be selected from a panel provided by the New York State Mediation Board. If the Employer and the Union cannot agree upon an arbitrator, the appointment shall be made in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding upon both parties and shall be fully enforceable in a court of law or equity. The arbitrator is hereby authorized to interpret and apply, but not add to, delete from, or modify the provisions of this Agreement. An arbitrator's authority does not extend to subjects omitted from this Agreement. The arbitrator does not have authority to establish or change rates of compensation for any employee or group of employees.

15.4 The expense of any arbitrator and the administrative costs of any arbitration shall be shared equally by the Employer and the Union.

16.0 INSURANCE AND FRIDGE BENEFITS

16.1 The Employer shall maintain in effect the following insurance and fringe benefits for all employees:

- A. \$50,000 group life insurance;
- B. Basic and Major Medical Health Insurance.
 - 1. The Employer shall pay the full amount less the contributions set forth below for Independent Health Association Encompass Plan B. If an employee desires healthcare coverage from a different option, that employee would be responsible for the payment of the difference between the cost of the premium for Independent Health Association Encompass Plan B and the premium for the more expensive option.
 - 2. Employees who select a single coverage option shall not be required to make any contribution towards their health insurance coverage.
 - 3. Employees who receive less than \$32, 000 per year in compensation shall be required to contribute \$15.00 per month towards family coverage.
 - 4. Employees who receive \$32,000 or more in compensation shall be required to contribute \$30.00 per month towards family coverage.
- C. Dental insurance for employee provided the employee contributes \$1.00 per month for coverage;
- D. New York State Disability Benefits (costs are shared by the Employer and employee);
- E. Workmen's Compensation Insurance in accordance with New York State Law (all on-the-job injuries must be promptly reported to the Executive Director);
- F. O.A.S.D.I. (Social Security in accordance with federal law);
- G. Unemployment Insurance in accordance with New York State Law;
- H. Malpractice Insurance (The Employer shall hold harmless an employee for any insurance deductible the Employer must pay as a result of a malpractice claim unless the claim was based on an intentionally wrongful act, or willful or gross negligence);
- I. Long term Disability Insurance.
- J. The Independent Health rider covering full time students until age 25 shall be maintained.

K. The employer shall provide health insurance coverage for the domestic partner of an employee if the coverage is available from a current carrier(s). For purposes of this subsection, the term "domestic partner" shall be defined by the carrier(s) offering such coverage.

L. Eliminated per agreement dated 12/20/07.

16.2 Employees may elect not to accept the medical insurance benefits offered by the Employer in paragraph 16.1(B) and receive a payment equal to a payment equal to \$1200 per year for those employees electing not to accept single coverage and a payment equal to \$2400 for those employees electing not to accept family coverage to be paid in equal installments in the employee's payroll check providing the following conditions are met:

- (a) The employee must sign and submit a written statement to the Employer indicating that the employee elects not to accept the medical benefits offered by the Employer in paragraph 6.1(B) of this Agreement. Notice must be given on or before the 25th of the month preceding the month that coverage will be dropped.
- (b). Employees must also establish to the Employer's satisfaction that the employee has medical insurance benefits that are substantially equal to or better than the medical insurance benefits offered in paragraph 16.1(B) of this Agreement, a decision which shall be made in the sole discretion of the executive director. To determine whether the employee has met this condition, the Employer retains the right to require the employee to submit to the Employer the summary description of these other benefits, the medical insurance benefit contract for these other benefits, or any other document that the Employer deems necessary to evaluate the medical benefits claimed by the employee to be substantially equal to or better than the medical benefits offered in paragraph 16.1(B).
- (c). The employee agrees to notify the Employer immediately when s/he learns that these other medical benefits will end or have ended. Employees who have elected not to accept the medical benefits offered by the Employer in paragraph 6(B) of this Agreement will not be permitted to receive such benefits before the next scheduled election date unless the employee's alternate medical benefits have ended.

Payments will be made to employees in equal installments over the pay period in the calendar year. For year one of the Agreement, such payments will be made in equal installments during pay periods between April 1 through December 31. During years two and three of the Agreement, the payments will be made during pay periods between January 1 through December 31. For employees who commence employment after April 1 for year one of the Agreement, and January 1 for years two and three of the Agreement and who elect not to accept medical insurance benefits offered by the Employer, pro rata payments will be made in equal installments over the pay periods remaining in the calendar year. Part-time employees will receive pro rata payments based on the proportion of their required contribution to health insurance as set forth in Paragraph 6.5.

16.3 Nothing in this Article can be construed to prohibit the Employer upon union approval from providing more inclusive fringe benefits if such can be obtained for the same or less money. Part-time employees will be required to contribute to basic and major health insurance and dental insurance as set forth in Article 6.5.

16.4 The Employer shall institute a Section 125 (IRS) Plan with the advice and consent of the union subject to the laws and regulations regulating such plans. The Employer will pay for one-half of the fees charged by the carrier to administer the plan and the individual employees participating in the plan will pay the other half.

17.0 PAYMENT OF FEES

17.1 The Employer shall pay for one (1) membership fee to a professional association] and one (1) section or committee fee of that association for any attorney or paralegal provided the attorney or paralegal is an active member thereof.

17.2 Notary and commissioners of deeds fees - The Employer shall pay the periodic fee required to maintain notary or commissioner of deeds for any employee desiring the same.

17.3 Bi-annual attorney registration fee - The Employer shall pay the Office of Court Administration bi-annual attorney registration fees for each attorney employed by the program.

17.4 Continuing Legal Education - With the prior approval of the Executive Director or his/her designee, which shall not be unreasonably withheld, the employer shall pay the cost of seminars and/or trainings necessary to meet continuing legal education requirements for attorneys employed by the program. This provision shall not apply to attorneys working as contract employees under Section 2.9 of this agreement. Attorneys working less that sixty percent time shall be reimbursed for these costs on a pro rata basis.

18.0 PERSONNEL POLICIES

18.1 Training and Attendance at Conferences, Etc.

The Employer and the union recognize training (meaning conferences, seminars, etc.) as necessary to the provision of quality services to the clients of the Employer. Accordingly, employees shall attend training events as directed by the Executive Director. In addition, the Executive Director shall consider requests by the employees to attend training events not so directed.

Any employee who desires to participate in a training event must first seek prior approval from the appropriate Supervising Attorney. Upon recommendation from the respective Supervising Attorney, the Executive Director in his/her discretion shall pass upon a request taking into consideration financial constraints, attendance by the employee at prior training and the number of other employees also requesting attendance. The Employer shall reimburse the employee for all expenses as provided in the travel reimbursement section of this Agreement.

18.2 Travel Reimbursement

- (a) Reimbursement for mileage, bus fare, taxi or parking will be provided to employees who must travel on Employer business. Reimbursement for mileage is provided at the rate utilized by the Internal Revenue Service and such rate shall be adjusted annually pursuant to the rate established by the IRS, plus tolls.
- (b) Employees will not be reimbursed for travel from home to the work place or from the work place to home. Reimbursement will only be given from the work place to the Employer business destination and back to the work place.
- (c) Out-of-Town Advances - Advances in the form of a check, airline ticket, train or bus fare will be advanced to employees when necessary and with the approval of the Executive Director. Employees receiving such advances will sign a form agreeing to turn in receipts and refund the unexpended portion of the advance or have the appropriate amount deducted from their pay.
- (d) Reimbursement for out of town expenses Expenses for lodging, transportation, meals and a phone call home per day (not to exceed 5 minutes duration) while out of town will be reimbursed. Meals shall be reimbursed up to \$35.00 per day where the purchase of a full day's meals is necessitated by travel location. Where less than a full day's meals is required, maximum reimbursement shall be \$7.00 for breakfast, \$8.00 for lunch, and \$20.00 for dinner. No reimbursement will be given for alcoholic beverages. No reimbursement will be provided where an appropriate meal is provided or made available to the employee.
- (e) Receipts must be kept for all expenses. If a receipt is missing an employee must sign for it. No expenses in excess of \$25 will be reimbursed without a receipt.
- (f) Requests for reimbursement must be submitted within 30 days after return. Checks for such will be issued within two weeks.

18.3 Caseloads

The Employer and the union agree that it may be impractical to set caseload limits for employees. However, should an employee feel that his or her work load is unreasonably burdensome, he/she may discuss that with their Supervising Attorney and if no resolution is reached discuss it with the Executive Director.

19.0 EQUAL OPPORTUNITY STATEMENT

The Employer and the Union agree that neither party shall discriminate against any employee or applicants for employment because of race, color, sex, creed, national origin, age, religion, political affiliation or belief, sexual orientation, or marital, parental, military or handicapped status.

20.0 NO STRIKES NO LOCK OUTS

20.1 The Union, its officers or agents, or the employees, must not call, sponsor, condone, importune, advocate, engage in, continue or assist in any strike, sympathy strike, slowdown, work stoppage, work disruption, picketing, concerted refusal to work overtime, or interference with the Employer's operation, during the term of this Agreement.

20.2 An Employee must not, either singularly or in concert with other employees or persons, refuse to perform his duties for the Employer.

20.3 If an employee, either singularly or in concert with other employees or persons, does or threatens to do any act mentioned in paragraphs 1 or 2, he may, at the Employer's sole discretion, be disciplined or discharged. The discipline or discharge may be taken without regard to any discipline or discharge which the Employer may or may not have given to any other employee. Such disciplinary action or discharge may not be the subject of a grievance or arbitration. (Except that an employee may grieve and arbitrate only whether he participated in the action prohibited by paragraphs 1 or 2.)

20.4 To remedy a violation of paragraphs 1 or 2 other than by disciplining or discharging employees, the Employer may institute an arbitration proceeding or a civil action for injunctive relief, damages, or any other relief, and resort to the one shall not be prerequisite for, nor shall it preclude, resort to the other.

20.5 While the Union, or its officers or agents, or a group of employees are doing or threatening to do any act mentioned in paragraph 1 or 2, the Employer need not bargain or discuss with the Union any matter which may be in dispute between the Employer and the Union or the group of employees concerned.

20.6 The Employer must not lock out any employee during the term of this Agreement.

21.0 RIGHTS AND DUTIES

The union recognizes the right of the Employer to operate and manage its activities and those of its employees, including but not limited to the right to establish, change, and require standards of performance, to maintain order, efficiency, and institute measurements of performance; determine job assignment and work schedules; determine the materials and equipment to be used to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type, and location of facilities; to introduce new or different services or methods; to extend, limit, contract out, or curtail in whole or any part of the operation; select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees; to lay-off and recall employees; to require overtime work of employees; to adopt, modify and enforce rules regulations, and personnel policies and procedures; provided such rights, which are vested solely and exclusively in the Employer shall not be exercised as to violate any of the specific provisions of this Agreement. All matters not covered by the language of this Agreement to which by law bargaining obligations attach where such obligations have been expressly or implying waived, may be administered by the Employer in accordance with such policies and procedures as it from time to time may determine. Specific provisions of this Agreement constitute the only limitation of the Employer to manage the business.

22.0 EXECUTIVE DIRECTOR HIRING

22.1 The Union acknowledges that the Board of Directors is solely empowered to hire the Executive Director to manage the operations of the Employer.

22.2 In recognition of the employees' interest and experience in the services carried on by the Employer, the Union shall have the right to appoint three (3) members to any search committee for an Executive Director. The Board of Directors shall select four (4) of its own members and one (1) management employee to sit on such committee. All persons sitting on the committee shall be considered full members and all proceedings of the committee shall remain confidential.

23.0 WORKING CONDITIONS

23.1 The Employer will provide decent, safe, healthy and professional working conditions.

23.2 The Employer will endeavor to provide safe and healthy working conditions in accordance with its legal obligations and to the extent it has the legal ability to control the physical condition of the working conditions. The Employer will insist that landlords from whom it rents space occupied by employees comply with all applicable building and health codes.

24.0 ARTICLE HEADINGS

24.1 The article headings are for general identification only and shall not be construed in a substantive manner

25.0 SAVING CLAUSE

If a provision of this Agreement shall be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this Agreement. The Employer and the Union shall promptly meet to negotiate a replacement for the invalid provision.

26.0 MISCELLANEOUS OBLIGATIONS

The parties agree that as a condition of continued employment, employees must be in full compliance with the Disciplinary Rules of the Code of Professional Responsibility, and the Legal Services Corporation Regulations.

26.2 In recognition of the need and desirability for effective and collaborative relations between labor and management, the employer and the Union shall establish a Labor Management Committee. The Committee shall meet on a regular basis to discuss office related issues. Matters subject to the grievance procedure shall not be considered by the committee.

27.0 FACSIMILE TRANSMISSIONS

The Union may send or receive facsimile transmissions upon prior notice to the Executive Director or his designee and the Union will hold NLS and its agents or employees harmless if any such transmission is mistakenly forwarded to or reviewed by a person the Union did not intend to receive or review the transmittal.

28.0 TERM OF AGREEMENT

The term of this agreement shall be from January 1, 2009 through December 31, 2012 and it applies only to the Buffalo Division of Neighborhood Legal Services, Inc.

Retroactive payments due under the terms of this agreement shall only be available to current employees of the Buffalo division of Neighborhood Legal Services, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first set forth below

BUFFALO ORGANIZATION OF LEGAL SERVICE
WORKERS

NEIGHBORHOOD LEGAL SERVICES, INC.

BY: _____

BY: _____

Dated: _____

Dated: _____

Attachment 1: Salary Scales

Attachment 2: Pension Payments Scales

POSITION: LAW GRADUATE/ATTORNEY/SENIOR ATTORNEY

STEPS:	BUFFALO OFFICE			NCLAS OFFICE			OOLS		
	Old Rate	2009 Per Pay	2009 Per Pay	Old Rate	2009 Per Pay	2009 Per Pay	Old Rate	2009 Per Pay	4% INCREASE
1	38400	39552	1521.23	28325	29175	1122.12	34000	35360	1360.00
2	40563	41780	1606.92	30179	31084	1195.54			
3	42726	44008	1692.62	32033	32994	1269.00			
4	44889	46236	1778.31	33887	34904	1342.48			
5	47052	48464	1864.00	35741	36813	1415.88			
6	49215	50691	1949.65	37595	38723	1489.35			
7	51378	52919	2035.35	39449	40632	1562.77			
8	53541	55147	2121.04	41303	42542	1636.23			
9	55704	57375	2206.73	43157	44452	1709.69			
10	57867	59603	2292.42	45011	46361	1783.12			
11	60030	61831	2378.12	46865	48271	1856.58			
12	62193	64059	2463.81	48719	50181	1930.04			
13	64356	66287	2549.50	50573	52090	2003.46			
14	66519	68515	2635.19	52427	54000	2076.92			
15	68682	70742	2720.85	54281	55909	2150.35			
16	70845	72970	2806.54	56135	57819	2223.81			
17	73008	75198	2892.23	57989	59729	2297.27			
18 ADD 2010		77361	2975.42 ADD 2010		61583	2366.58			
LAW GRADUATE		37980	1460.78	LAW GRADUATE	27925	1074.04			
SENIOR ATTORNEY		ADD \$2,500 TO SCALE		SENIOR ATTORNEY	ADD \$1,800 TO SCALE				

POSITION: SECRETARY

STEPS:	BUFFALO OFFICE			NCLAS			OOLS 4% INCREASE		
	Old Rate	2009	Per Pay	Old Rate	2009	Per Pay	Old Rate	2009	Per Pay
1	22166	22831	878.12	15965	16444	632.46			
2	23402	24104	927.08	16995	17505	673.27			
3	24638	25377	976.04	18025	18566	714.08			
4	25874	26650	1025.00	19055	19627	754.88			
5	27110	27923	1073.96	20085	20688	795.69	18540	19282	741.62
6	28346	29196	1122.92	21115	21748	836.46			
7	29582	30469	1171.88	22145	22809	877.27			
8	30818	31743	1220.88	23175	23870	918.08			
9	32054	33016	1269.85	24205	24931	958.88			
10	33290	34289	1318.81	25235	25992	999.69			
11	34526	35562	1367.77	26265	27053	1040.50			
12	35762	36835	1416.73	27295	28114	1081.31			
13 STEP 2010		38071	1464.27	STEP 2010	29144	1120.92			

POSITION: PARALEGAL

STEPS:	BUFFALO OFFICE			NCLAS			OOLS 4% INCREASE		
	Old Rate	2009	Per Pay	Old Rate	2009	Per Pay	Old Rate	2009	Per Pay
1	26317	27107	1042.58	18540	19096	734.48			
2	27656	28486	1095.62	19776	20369	783.42			
3	28995	29865	1148.85	21012	21642	832.38			
4	30334	31244	1201.69	22248	22915	881.35			
5	31673	32623	1254.73	23484	24189	930.35			
6	33012	34002	1307.77	24720	25482	979.31			
7	34351	35382	1380.85	25956	26735	1028.27			
8	35690	36761	1413.88	27192	28008	1077.23			
9	37029	38140	1466.92	28428	29281	1126.19	21652	22518	886.08
10	38368	39519	1519.96	29664	30554	1175.15			
11	39707	40898	1573.00	30900	31827	1224.12			
12	41046	42277	1626.04	32136	33100	1273.08			
13	42385	43657	1679.12	33372	34373	1322.04			
14	43724	45036	1732.15	34608	35646	1371.00			
15	45063	46415	1785.19	35844	36919	1419.96			
16	46402	47794	1838.23	37080	38192	1468.92			
17	47741	49173	1891.27	38316	39465	1517.88			
18	49080	50552	1944.31	39552	40739	1566.88			
19 ADD 2010		51891	1995.81 ADD 2010		41975	1614.42	33310	34642	1332.38

POSITION: ADMINISTRATIVE SECRETARY

STEPS:	Old Rate	2009	Per Pay
1	25490	26255	1009.81
2	26726	27528	1058.77
3	27962	28801	1107.73
4	29198	30074	1156.69
5	30434	31347	1205.65
6	31670	32620	1254.62
7	32906	33893	1303.58
8	34142	35166	1352.54
9	35378	36439	1401.50
10	36614	37712	1450.46
11	37850	38986	1499.42
12	39086	40259	1548.38
13 STEP 2010		41495	1597.34

POSITION:
RECEPTIONIS/FILE CLERK

RECEPTIONIST/FILE CLERK/SPANISH SPEAKING RECEPTIONIST

NCLAS

OOLS
NO POSITION

STEPS:	Old Rate	2009 Per Pay		Old Rate	Spanish Speaking 2009 Per Pay		add \$500	Old Rate	2009 Per Pay	
1	19929	20527	789.50	20429	21027	808.73		14163	14588	561.08
2	20959	21588	830.31	21459	22088	849.54		15012	15462	594.69
3	21989	22649	871.12	22489	23149	890.35		15862	16338	628.38
4	23019	23710	911.82	23519	24210	931.15		16712	17213	662.04
5	24049	24770	952.69	24549	25270	971.92		17562	18089	695.73
6	25079	25831	993.50	25579	26331	1012.73		18411	18963	729.35
7	26109	26892	1034.31	26609	27392	1053.54		19261	19839	763.04
8	27139	27953	1075.12	27639	28453	1094.35		20111	20714	796.69
9	28169	29014	1115.92	28669	29514	1135.15		20961	21590	830.38
10	29199	30075	1156.73	29699	30575	1175.96		21810	22464	864.00
11	30229	31136	1197.54	30729	31636	1216.77		22660	23340	897.69
12	31259	32197	1238.35	31759	32697	1257.58		23510	24215	931.35
13	32289	33258	1279.15	32789	33758	1298.38		24360	25091	965.04
14 STEP 2010		34288	1318.77	STEP 2010	34788	1338.00	STEP 2010	25941	25941	997.73

PENSION 1999 - 2002

YEARS OF EMPLOYMENT:	1	2-3	4-5	6-7	8-9	10-12	13-14	15-19	20+
PERCENTAGE:	0.00%	1.50%	2.00%	2.50%	3.00%	3.50%	4.00%	4.50%	6.00%