

## ARTICLE 8

### UNION REPRESENTATION

#### Section A. Union Representatives and Jurisdictions.

Employees covered by this Agreement are entitled to be represented as provided in this Agreement by a Local Union representative or, at the discretion of the Union, by a Council 25 staff representative. Local Union representatives shall be members of the Bargaining Unit and shall be representatives for employees in the Bargaining Unit.

For investigatory meetings or disciplinary conferences at which employees are entitled to representation and in the event that an employee requests a particular Local Union representative who is not available or in the event that a Steward in a particular jurisdictional area is not available, the Appointing Authority or designee shall request the Local Union President or designee to designate another available Local Union representative who shall provide such representation services for the employee.

The jurisdictional area for each Steward shall be designated by the Union; provided, that each Steward shall be employed in his/her own jurisdictional area, and that each jurisdictional area, if possible, shall be limited to a reasonable area to minimize the loss of work time and travel, giving consideration to the geographical area, work location, work unit, shift schedule, and the right and responsibility of the Union to represent the employees in the Bargaining Unit. Typically, jurisdictional areas shall not include work locations other than the work locations in which the Steward is employed. However, in the case of Locals which include more than one work location, upon advance notice to the appropriate Employer Representative, the Local President or designee shall be able to access all such work locations for representation purposes. The Union agrees that such visitations shall be subject to operational security measures established and enforced by the Employer.

In the event that the Employer in a work location has a concern about the Union's designation of a jurisdictional area, or about the assignment of a Steward to a particular jurisdictional area, representatives of the Employer and the Local Union shall meet in a Special Conference at the request of the Employer to attempt to resolve such concerns or related concerns over the Steward system. If the concerns are not resolved in such a Special Conference, representatives of the Department and/or State Employer and representatives of AFSCME Council 25 shall meet in a Special Conference to resolve the concern(s). Until such

concern(s) are resolved, the Union designated Steward shall represent employees within the jurisdictional area.

In addition, the Union shall designate one Chief Steward for each work location with more than fifty (50) employees; the Union may designate one Chief Steward for each work location with less than fifty (50) employees. Normally an employee shall be represented by his/her Steward or Alternate in his/her jurisdictional area. However, at the discretion of the Union, the President or Chief Steward may represent said employee in lieu of the Steward or Alternate. The jurisdictional area of each Chief Steward shall be only his/her own work location. In those facilities where the Employer designates a separate, distinct and new work location, the Union shall designate a new Chief Steward within one hundred eighty (180) calendar days, and during this interim period the Union may use the Chief Steward from the prior work location.

The Union shall furnish to the Employer in writing the names of the Stewards, Alternate Stewards and Chief Stewards with the respective jurisdictional area of each as soon as possible after the effective date of this Agreement. Any changes or additions thereto shall be forwarded to the Employer by the Union in writing as soon as such changes are made.

### **Section B. Release of Union Representatives.**

No Local Union representative shall leave his/her work to engage in employee representation activities authorized by this Agreement without first notifying and receiving approval from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall unreasonably be denied. In the event that approval is not granted for the time requested by such Local Union representative, the Union, at its discretion, may either request an alternate Local Union representative or have the activity postponed and rescheduled.

Employees shall be allowed time off with pay during working hours to attend grievance meetings, Labor-Management meetings, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, or the Department of Civil Service (including the Civil Service Commission or Employment Relations Board), if such employees are entitled by the provisions of this Agreement to attend such meetings or such activities by virtue of being Union representatives, Stewards, witnesses, and/or grievants, except in the case of justified emergency as claimed by the Appointing Authority. If an employee is not released to attend such meetings in accordance with the provisions of this Agreement, the Union may request the appropriate authority to postpone and reschedule such meeting. In

those cases where the Union makes such request, the Employer will grant or concur in such request.

When Labor-Management Meetings or such meetings recognized by Management are held at other than the employee's scheduled work time, for purposes of pay only, properly designated Local Union representatives shall be permitted an equivalent amount of time off from scheduled work on their upcoming or previous shift or by mutual agreement on another day in the pay period only in accordance with the provisions of this Agreement. The granting of comp time for such activities shall be an appropriate subject for secondary negotiations in the Department of Education.

In the event a grievance conference is scheduled on an employee's R-day, and the employee requests that the meeting be rescheduled, the Employer shall concur with such request. Should the rescheduling of the grievance conference affect either party's ability to meet contractual time frames for grievance responses or appeals, upon request of either party, the parties shall enter into a written agreement extending the time frames in such a manner that either party will have at least as much time as if the meeting were held as originally scheduled.

### **Section C. Access to Documents, Records or Policies.**

Upon written request, the Union shall receive specific existing documents, records, or policies which may affect employees of this Unit and which are not exempt from disclosure by statute. Discretion permitted under FOIA shall not be impaired by this section. The Employer is not obligated to compile reports for the purpose of complying with this Section. The Union shall pay all costs of reproducing such information.

The document, records or policies requested shall be provided to the Union within five (5) business days of the date of receipt of the request, except in unusual circumstances. Unusual circumstances are defined as follows:

1. The need to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to a single request.
2. The need to collect the requested public records from numerous field offices, facilities, or other establishments which are located apart from the particular office receiving or processing the request.

#### **Section D. Right to Representation.**

An employee shall be entitled to a designated Union representative at any meeting at which disciplinary or any adverse action may or will take place, or at an investigatory interview of the employee by the Employer related to one or more specific charges of misconduct by the employee, if he/she requests one. If an employee is to be represented at a scheduled meeting by an attorney, the employee or the Union shall give as much written notice as possible to the Employer. It is agreed that where disciplinary or adverse action is intended as the subject of a meeting, or where such action will result directly and immediately depending upon the content of the meeting, representation is allowed. If during the meeting the employee or representative requests to briefly meet, they shall be provided a private meeting area.

Employees being interviewed in an investigation as a witness shall be entitled to Union representation upon request if at any time during the interview they are informed their statement(s) may lead to discipline or adverse action.

In any investigatory interview with an employee where the employee has been suspended (with or without pay) or transferred from the employee's regular job assignment, the employee shall have the right to representation.

When, in the course of any investigation, a written statement of any kind, other than a critical incident report, is requested from an employee, the employee shall be given the request and questions in writing, a reasonable time to respond without undue delay, a copy of the written response and an opportunity to review, amend, change or correct said statement which shall be done no later than the end of the employee's next regularly scheduled work shift. Preparation of the written response will not be monitored by the investigator or other management personnel. Said statement shall not be used or considered as a complete statement of fact until the time period set forth herein has expired. No disciplinary action or suspension without pay pending investigation shall be taken on the basis of such statement until the end of the period allowed for modification. The Employer shall permit an employee to take notes of questions and their response during an interview. Transfer or suspension with pay pending the outcome of an investigation shall not be considered disciplinary action.

When electronic evidence exists which the Employer is relying on, the employee and the Local Union shall be provided an opportunity to review such evidence.

Where an employee is required to report on his/her conduct to a trial board, board of inquiry, patient abuse committee, or similar fact-finding inquiry making any determination prior to imposition of discipline on him/her, he/she shall have

the right to appear, to have representation, and to have an opportunity to call witnesses. He/she shall receive a copy of the findings and have an opportunity for post-hearing appeal to his/her Appointing Authority before imposition of discipline.

When a Recipient Rights Office or other preliminary investigation results in a report containing information derogatory to an employee or which would constitute a basis for disciplinary action, an employee shall be entitled to representation in any follow up investigation or discussion.

Following an investigative interview, an employee may amend, change or correct their statement prior to or during any disciplinary conference.

Whenever, as a result of an investigation, disciplinary action is or may be appropriate, a disciplinary conference shall be held with the employee who shall be entitled to Union representation which must be requested by the employee. No Disciplinary Conference shall proceed without the presence of a requested Representative. The employee and the designated Union Representative shall be given a copy of the written statement of charges, the results of the investigation and documentation of all evidence gathered, including summaries of verbal statements. When available, the employee shall be requested to sign for receipt of the written notice of charges. The Employer shall provide reasonable, advance, written notice of the disciplinary conference to the employee which shall contain the date, time and place of the conference as well as the nature of the complaint or allegations against him/her and the reasons that disciplinary action is contemplated or intended.

The employee shall have an opportunity to respond and discuss such information prior to the imposition of disciplinary action. When documents upon which the Employer is relying have not been provided and/or electronic evidence has not been made available for viewing, at least five (5) days in advance of the disciplinary conference, the Union may request to reschedule the disciplinary conference. Such request shall not be unreasonably denied.

It is agreed that the imposition of charges and/or discipline shall be within a reasonable and timely fashion. Where an investigation does not result in discipline, the findings of the investigation shall be timely communicated in writing to the employee under investigation, with a copy to the Local Union.

None of the above is intended to circumvent the normal relationship between supervisor and employee as it pertains to discussions and counseling, during which the right to representation shall not apply.

## **Section E. Union Negotiating Committees.**

Employees covered by this Agreement will be represented in primary and secondary-level negotiations conducted during the term of this Agreement in accordance with this Section.

### **1. Primary Negotiations.**

The Union will designate a primary negotiation team consisting of not more than ten (10) persons who shall be employed in different local unions in this Unit. No more than five (5) of such persons shall be from the Department of Community Health; two (2) shall be from Human Services; at least one (1) from each of the following Departments: Military and Veterans Affairs, Corrections and Education. By mutual agreement between the parties to such primary negotiations, but at least once each month during negotiations, the Union may designate one (1) additional employee from each local union not represented on the primary negotiation team to participate in such negotiations, based upon the issues scheduled on the negotiations agenda.

### **2. Secondary Negotiations.**

In Departments with more than seventy-five (75) Bargaining Unit employees, the Union shall be entitled to designate up to three (3) secondary negotiation team members. However, in the Department of Community Health, the Union shall be entitled to designate one representative from each agency. In the Department of Human Services, the Union shall be entitled to designate up to five (5) secondary negotiation team members. In all other Departments the Union shall be entitled to designate at least one (1) team member. Secondary negotiation team members, and such additional representatives as are mutually agreed to in secondary negotiations, shall be employed in this Unit in the Department to which such secondary negotiations pertain. However, in the case of Locals which include more than one department, the Local President or his/her designee shall be an additional member of the union's negotiating team.

By prior mutual agreement, either party may invite additional members to attend a specific session for a particular purpose. Not more than one (1) employee from any facility shall be entitled to be released from work to attend such negotiations without loss of pay or leave credits.

### **3. Pay for Union Negotiation Committees.**

Properly designated primary and secondary negotiation team members, and such additional employees mutually agreed to by the parties to participate in

negotiations as representatives of the Union, shall normally be released from their scheduled work to participate in negotiations. Such employees shall lose no base pay or leave credits while attending mutually scheduled negotiation meetings, provided that in primary negotiations not more than one (1) employee from any facility shall be entitled to be released from work to attend such negotiations without loss of pay or leave credits. Overtime, travel time, and travel expenses are not authorized. For purposes of this Section, properly designated Union representatives shall be permitted an equivalent amount of time off from scheduled work in accordance with Section B. above.

For the Union's negotiation team, "R" days shall be rescheduled in the event that negotiations are scheduled on the employee's "R" day.