

ARTICLE 7
MSEA BUSINESS AND ACTIVITIES

A. Time Off for MSEA Business.

1. To the extent that attendance for MSEA business does not substantially interfere with the Employer's operation, properly designated MSEA Representatives, regardless of shift assignment, shall be allowed time off without pay for the following: MSEA Board of Directors Meetings, MSEA Executive Council Meetings, state or area-wide MSEA Committee Meetings, MSEA General Assembly, MSEA sponsored training and other Union business.

Employees who have been granted leave without pay shall not earn annual, sick, or length of service credits during the time spent in authorized Association activities. Such lost time shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work under this Article.

2. Except as may be mutually agreed to locally, on a case by case basis, an employee shall furnish written notice of the employee's intention to attend a function listed in Paragraph 1 above to his/her immediate supervisor, at least two (2) work days before the start of the pay period in which the leave is to be used, or in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement.

In addition to the notice from the employee required above, except as may be mutually agreed to locally on a case by case basis, the MSEA President, designee or his/her constitutionally mandated successor shall also provide, at least two (2) work days before the start of the pay period in which the leave is to be used, or in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated by MSEA to attend such MSEA designated functions.

MSEA will provide such written notice to the named employee's immediate supervisor, the Office of the State Employer and the employee's department. No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave, pursuant to these provisions, unless designated by the President, designee or his/her constitutionally mandated successor as provided above.

3. The employee may utilize any accumulated time (compensatory or annual) in lieu of taking such time off without pay. Employees who are not at or near their annual leave cap and who also have accrued compensatory leave hours may, at the employee's request, utilize annual leave and not compensatory leave. When the employee elects to utilize annual leave credits, MSEA may

"buy back" such credits up to a limit of one hundred twenty (120) hours each fiscal year, subject to the following regulations:

- a. Employees shall be permitted annual leave absence from work for such MSEA business only up to a maximum of their accrued credits.
- b. MSEA may reinstate only such employee-expended credits used in the previous twelve (12) months by cash payment to the Department Personal Services Account at the employee's current daily rate. MSEA shall forward to the department the net amount of refund (gross salary less employee's federal, state and city withholding tax deductions, and social security tax). This provision shall be administered in compliance with applicable tax statutes.
- c. MSEA shall be allowed to exercise the option of reinstating annual leave for any one employee not more than twice in each fiscal quarter of the year.

B. MSEA Officers.

MSEA agrees to furnish to the Office of the State Employer in writing the names, Departments/Agencies, and MSEA Office held of all elected or appointed members of the MSEA Board of Directors, Executive Council members and departmental caucus spokespersons within thirty (30) days of the effective date of this Agreement. Similar written notification shall be provided within five (5) days of any changes in the Offices of Board of Directors, Executive Council or departmental caucus spokespersons.

Such duly elected or appointed members of the MSEA Board of Directors who are covered under this Agreement shall be entitled to "buy back" annual leave credits, subject to the regulations in Article 7, Section A, except that the one hundred twenty (120) hour limitation shall not apply. In addition, the Employer agrees to provide administrative leave, not to exceed forty-eight (48) days per year for eight (8) MSEA State Officers to attend MSEA Board Meetings. It is agreed that this limitation shall apply to no more than six (6) Board Meetings per year, one (1) day per Board Meeting. Except as may be mutually agreed to during secondary level negotiations, such members shall furnish their immediate supervisor with written notification of their intent to attend such meeting at least two (2) work days before the start of the pay period in which the leave is to be used, or two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement.

C. Time Off Without Loss of Pay During Working Hours.

Employees shall be allowed time off without loss of pay during working hours to attend grievance hearings, labor-management meetings, and committee meetings if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled by

the provisions of this Agreement to attend such meetings by virtue of being MSEA Representatives, departmental caucus spokespersons, Stewards, witnesses, and/or grievants, except in the case of justified emergency as claimed by the Appointing Authority.

D. Administrative Leave Bank.

Subject to the operational needs of the Employer, employees covered by this Agreement and designated in accordance with the provisions below shall be permitted time off without loss of pay during scheduled working hours to attend MSEA authorized Union functions subject to the following conditions:

1. A centralized administrative leave bank shall be created on January 1, 2005, and administered by the Office of the State Employer. The bank will be created by using 50% of the administrative leave hours in the departmental leave banks. All remaining departmental administrative leave bank hours shall be eliminated.

This bank will be replenished annually in the amount of eight (8) hours of administrative leave for every ten (10) employees in the Labor and Trades and Safety and Regulatory Units combined who are on active payroll status at the end of the first full pay period in June of each year.

At the end of the first full pay period in June 2005, 75% of the initial hours remaining in the central administrative leave bank shall be carried forward, and added to the 2005 annual allotment. Effective June 2006 and thereafter, any remaining hours in the bank shall be carried forward.

MSEA may request the utilization of hours from the centralized leave bank by written notice to the Office of the State Employer.

2. No one employee may utilize more than 24 hours from the bank in a pay period without mutual agreement between OSE and the President of MSEA or designee. MSEA and the Office of the State Employer shall meet in the month of May to audit the centralized leave bank.
3. One administrative leave bank of 4,176 hours shall be established on October 1 of each year. On a one time only basis, on January 1, 2005, 1,560 hours shall be added to the administrative leave bank established on October 1, 2004 in accordance with paragraph 7.d.4. of the prior Agreement. The hours in the administrative leave bank will be utilized by only two individuals designated by MSEA.

Such representative is to be considered as an employee of the Union during the period of absence covered by administrative leave from the bank. Should an administrative board or court rule otherwise, the Union shall indemnify and hold the Employer harmless from any workers compensation claims by the

employee arising during or as a result of the employee's absence covered by administrative leave from the bank.

For purposes of seniority accrual, time spent by such employee shall be considered as time worked unless prohibited by legislation. The Union shall reimburse the Employer for the Employer's share of all applicable insurance premiums during the periods of absence covered by administrative leave from the bank. While covered by hours from the bank, the use of sick and annual leave shall be reported on a bi-weekly basis to the departmental Employer.

4. Such administrative leave shall be granted only in blocks of four (4) or more hours.
5. Such administrative leave shall not be treated as hours worked for the purposes of computing daily or biweekly overtime premium.
6. No deduction shall be made, nor shall any employee be entitled to be released on such administrative leave, without prior written authorization from the President of MSEA or his/her designee.

E. Administrative Leave Approval Procedures.

Except as may be mutually agreed to locally on a case by case basis, the employee shall furnish his/her immediate supervisor, at least two (2) work days before the start of the pay period in which the leave will be used, or two (2) work days in advance of the date that work schedules must be established in accordance with Article 14, Section D, of this Agreement, written notice of the employee's intention to attend such MSEA designated function.

In addition, except as may be mutually agreed to locally on a case by case basis, the MSEA Central Association shall also provide, at least two (2) work days before the start of the pay period in which the leave will be used, or two (2) work days in advance of the date work schedules must be established in accordance with Article 14, Section D, of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated to attend such activities as authorized in Section D. Such written notice shall be provided to the named employee's Appointing Authority.

No employee shall be entitled to be released, and the Employer is under no obligation to grant such time off without loss of pay pursuant to these provisions, unless designated by MSEA Central Office.

Where an employee wishes to attend an MSEA General Assembly as listed above, and the employee desires a change in schedule with another employee capable of performing the work, the appropriate supervisor will make a reasonable effort to approve the voluntary change of schedule between the two employees providing such a change does not result in overtime.

F. Reporting Time.

As required by the Civil Service Rules and Regulations, each employee who engages in any activities on behalf of the MSEA when receiving any compensation, benefit, or benefit accrual, paid in whole or in part by the State, shall accurately report all such time to the employee's appointing authority as "Union leave" time and shall not report such time as "actual-duty time."