

## **ARTICLE 8**

### **Union Representation**

#### **Section 1. Bargaining Committee.**

Employees in the Bargaining Unit shall be represented by the Union in primary and secondary negotiations in accordance with this Section. Bargaining Committee representatives authorized by this Section shall be compensated in accordance with this Section.

- A. Primary Negotiations: The Primary Bargaining Committee, including alternates, shall be designated in writing by the Union. No more than seven (7) employees shall be released with administrative leave to attend such sessions. Designations shall be provided to the State Employer not later than the Monday immediately preceding the pay period containing the date of the first negotiation session. Each properly designated committee member shall be granted administrative leave for all approved time related to primary negotiations.
- B. Secondary Negotiations: Any Secondary Bargaining Committee shall be designated by the Union and shall consist of not more than six (6) persons in the Department of Transportation and three (3) persons in the other Departments per session, all of whom shall be employed in the Department in which secondary negotiations are conducted, excluding non-state employees.

Written notice of the names of unit employees designated by the Union shall be supplied to the relevant departmental employer not later than the Monday immediately preceding the pay period containing the date of the first negotiating session. Each secondary committee member shall be granted administrative leave for the first forty (40) hours of secondary negotiations, or such lesser amount as the negotiations require. If such negotiations extend beyond forty (40) hours, committee members shall be placed upon leave without pay, but without loss of benefits or service credits. Such forty (40) hours maximum may be increased by an amount mutually agreed upon by the parties.

#### **Section 2. Union Representatives and Jurisdictions.**

Employees covered by this Agreement are entitled to be represented in investigative interviews/meetings, disciplinary conferences, and the grievance procedure by a Steward or Chief Steward or, at the discretion of the Union, a Union Staff Representative. Employees may, alternatively, be represented by an attorney of their choice in the grievance procedure, at their own expense, on terms acceptable to the Union and the Employer.

The Union may designate one (1) Steward for each fifteen employees at a work site, up to a maximum of five (5) Stewards at any work site, to represent Unit employees of A Department in grievance conferences, investigative interviews/meetings, or disciplinary conferences at such work site. Each assigned Steward may have an

assigned Alternate. A Steward/Alternate shall lose no normal pay or leave credits while representing Unit employees at their own work site, or for any other purpose for which leave is granted under this Article. In the event a Steward or alternate is not available at the work site of an employee entitled to representation under this section, a Steward or alternate from an adjacent work site may represent the employee.

For purposes of this Article, work site is defined as a building occupied in part or entirely by a Department or a group of buildings which constitute a facility or a field office in the Department of Transportation. At a work site with multiple working shifts, the Union may designate a Steward for each shift.

A Chief Steward shall lose no normal pay or leave credits while representing unit employees of a department within their designated jurisdictional area or for any other purpose for which leave is granted under this Article. Chief Stewards will not be selected from work sites of less than seven (7) employees. In the event the preceding restriction causes the Union difficulty in selecting Chief Stewards, the parties agree to meet in an attempt to resolve the problem. The total number of Chief Stewards shall not exceed one (1) per Union Chapter.

Upon notice to the Union of the number of hours added to the Article 7, Section 5 Administrative Leave Bank during the pay period in which October 1 falls each year, the Union may request to designate up to 10% of such hours as the chief steward representation leave bank to be used by chief stewards for representation activities within their designated jurisdictional area but outside of their department. Within 30 days of the effective date of this Agreement, the Union will provide to the Office of the State Employer and the affected departments a list of the chief stewards and their designated jurisdictional areas. Subject to operational needs, and with as much advance notice as possible to their immediate supervisor, the chief stewards on this list shall be permitted to utilize hours from the chief steward representation leave bank to provide representation during grievance, investigative and disciplinary proceedings for bargaining unit employees from outside of the chief steward's department. Use of any chief steward representation leave bank hours must be promptly recorded with the department, the Office of the State Employer and the Union. In the event that the Employer or the Union raises concerns regarding the use of the chief steward representation leave bank, the parties agree to meet to resolve the concerns.

Nothing herein requires the Employer to release an employee from work if such release would substantially interfere with the work, order or discipline of the work place, or would directly or indirectly pose a risk to the health or safety of State employees, officers, or the public, or would require the Employer, by the terms of this Agreement, to pay overtime at premium rates because of such release.

### **Section 3. Release of Union Representatives.**

No Union Representative shall leave his/her work to engage in employee representation activities 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 representative the Union, at its discretion, may either request an alternate representative or have the activity postponed and rescheduled. In making such request, the Union will provide timely representation to avoid delay.

The Employer shall make every reasonable effort to minimize the adverse impact on shift employees in scheduling meetings.

If an employee scheduled for a grievance, investigative interview/meeting, or disciplinary conference is employed at a work site where a Steward or alternate is designated and available, the Employer shall be obligated to release only such Steward or alternate at the employee's work site.

### **Section 4. Access to Union Representatives.**

Employees shall have reasonable access to an Union Representative during working hours to consult about the rights and obligations provided for in this Agreement, but such access shall, except as provided below, be confined to the non-work time (rest and meal periods) of the employee and the representative.

Such discussions shall not be held in such a place or manner as to disrupt the operations of the Employer. In circumstances involving a grievance meeting with management, disciplinary conference or an investigatory interview in which by the terms of this Agreement, the employee is entitled to request Union representation, the employee shall have access to a representative during work time for up to one-half hour immediately preceding the meeting with management if non-work time is not available for the employee to meet with the representative as long as it will not cause the Employer any overtime liability or substantially interfere with work operations.

When an employee desires access to a Union Representative during work time, the employee shall notify his/her supervisor of the contractual reason and such access shall be allowed within a reasonable length of time such that it does not substantially interfere with work operations.

Designated Union officials will have reasonable access to receiving and making telephone calls related to Union business provided that such telephone use takes place on non-work time with the exception of telephone calls to the Employer, does not unreasonably interfere with the normal work activities, and does not result in any long distance telephone charges incurred by the Employer.

### **Section 5. Union Leave.**

- A. No later than thirty (30) calendar days following the effective date of this Agreement, the Union shall provide written notice to the State Employer of the name and Department/Agency of the President who will be exercising any of the representational or union functions contained or recognized in any Article of this Agreement. This shall include but is not limited to grievance handling, disciplinary conferences, arbitration, labor management meetings, and all other activities in which Union Representatives are entitled by the terms of this Agreement to participate on administrative leave. Similar written notice shall be provided within seven (7) calendar days following change in such designation.
- B. If the President is expected by the Union to spend more than 500 hours in a contract year in such activities, the Employer shall be notified. Such employees shall be placed on "Union Leave" and shall be relieved of all work duties during the course of such leave; and the Union shall reimburse the State for the gross total cost of such employee's state wages, benefits, insurance, retirement and other costs. The employee's status for pay and benefits shall be the same as if administrative leave had been granted.
- C. If, during the course of any contract year, the amount of administrative leave used by the employee referenced in Subsection A above exceeds 500 hours during the contract year, such employee may immediately be placed on "Union leave" by the Employer subject to the conditions of Subsection B above.
- D. An employee may not avoid the operation of this Article by substituting annual leave or any other time, paid or unpaid, for administrative leave.
- E. The "Union Leave" shall extend to the end of the contract year, at which time it shall be renewed unless the Union notifies the Employer that it does not expect the employee to spend 500 hours or more in activity cited in this Section in the following contract year.