

Article 8 UNION REPRESENTATION

Section A. Union Representatives and Jurisdictions.

Employees covered by this Agreement are entitled to be represented in the Grievance Procedure and for other purposes as provided in this Agreement, by a Steward, Chief Steward, or Chapter President. At the discretion and expense of the Union, an MCO Central Office Representative or Executive Board member may provide representation during grievance or disciplinary processes.

The Union is entitled to designate a reasonable number of Stewards and Chief Stewards in accordance with this Section. Stewards and Chief Stewards (and Alternate Stewards, if any) shall be employed or on leave of absence from a position in the Bargaining Unit and shall be representatives for all employees in the Bargaining Unit within their respective jurisdictional area.

1. Chief Stewards: The Union shall be entitled to designate Chief Stewards for the purpose of providing grievance representation at Step 1 and higher steps in more complex or contract interpretation disputes and, where designated in accordance with Article 11 of this Agreement, to participate in Labor-Management Meetings. Chief Stewards have jurisdiction within the Bargaining Unit in their department as designated below except as mutually agreed to by the parties:

Facilities: One Chief Steward per facility, except as provided below in the following facility:

DOC-FOA: One Chief Steward.

Stewards: The Union shall be entitled to designate a Steward for each jurisdictional area of Bargaining Unit employment in the Steward's own Department as follows:

Facilities: One Steward per shift at each Work Location with 125 or fewer Bargaining Unit positions and one additional Steward for each 125 positions thereafter. The chapter shall determine the jurisdictional area for the additional Stewards except for those specifically designated below:

Egeler Correctional Facility: One CMO/CMUO Steward per shift at the Duane Waters Hospital; one additional Steward for the Transportation Unit.

DOC-FOA: One Steward per Community Corrections Center or Residential Re-entry Program if staffed with Bargaining Unit employees.

Additional Stewards, not to exceed one per shift, may be authorized in secondary negotiations.

Camps: One Steward per Camp. Additional Stewards, not to exceed one per shift, may be authorized in secondary negotiations.

Unique Operations: As may be mutually agreed upon and documented by MCO Central and the Department.

2. Alternate Stewards: The Union may also designate one alternate Steward for each Steward listed above. The alternate Steward will have the same jurisdictional area as his/her Steward, and will only be entitled to act as a representative during the absence of the Steward from work.
3. Notice of Designation: The Union shall notify the Employer in writing of the names of the Stewards and Chief Stewards and Alternate Stewards, with their jurisdictional areas as described above, as soon as possible after the effective date of this Agreement. The Union shall promptly notify the Employer of any changes or additions to such list of designated Stewards and Chief Stewards as soon as they are made.

In the event the Employer has a concern about the Union's designations and/or jurisdictional areas, a representative of the Union and the Employer will meet in a Special Conference at the request of the Employer to resolve such concerns.

Section B. Release of Union Representatives.

No Steward, Chief Steward or Chapter President shall leave work to engage in employee representation activities without first notifying and receiving authorization from his/her supervisor or designee. Such approval shall normally be granted and under no circumstances shall it be unreasonably denied. In the event that approval is not granted for the time requested by such designated representative and the representation activity is within his/her jurisdictional area, the Union, at its discretion, may either request that a different Union Representative be released for such purpose or that the matter be postponed and rescheduled. Such a request shall normally be granted and under no circumstances shall it be unreasonably denied. In making such request, the Union will provide timely representation so that the activity would not be unreasonably delayed.

The designated Representative shall not contact or interrupt the employee while at work without first notifying and receiving authorization from the employee's supervisor.

In the Department of Corrections Centers, the Employer shall not be obligated to release a Chief Steward from duty for any grievance conference at Step One unless: (1) The designated Steward at the Center at which the conference is being conducted cannot be released for operational reasons; and (2) such Center is within the Chief Steward's jurisdictional area.

The Employer shall not be obligated to release a Steward, Chief Steward or Chapter President for any grievance or disciplinary conference if the employee is being represented in such grievance or disciplinary conference by a Union Staff Representative.

At its discretion, and on a case by case basis, the Union may designate an MCO Executive Council member to act in lieu of the Chief Steward. In such circumstances, the MCO Executive Council member shall be entitled to enjoy the same rights and privileges as provided herein for the Chief Steward, if the MCO Executive Council member is employed in this Bargaining Unit. At its discretion, the Union may also designate the Executive Council Member as the regular Chief Steward.

Release from work authorized in accordance with this Article shall be without loss of pay.

Section C. Right to Representation.

An employee shall be entitled to Union representation as provided for in this Agreement.

Section D. 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-level negotiation team who, if state employees, shall be employed or on leave of absence from a position in this Bargaining Unit. By mutual agreement between the parties to such primary negotiations, the Union may designate up to seven alternates who are employed in this Bargaining Unit to participate in such negotiations based upon the issues scheduled on the negotiations agenda.
2. Secondary Negotiations. In the Department of Corrections, the Union shall be entitled to designate up to seven secondary negotiation team members; in the Department of Community Health, the Union shall be entitled to designate up to three secondary negotiation team members. Secondary

level negotiation team members shall be employed or on leave of absence from a position in this Unit in the Department to which such secondary negotiations pertain.

3. Pay for Union Negotiation Committees. Not more than 12 primary level negotiation team members, and not more than seven Department of Corrections and not more than three Department of Community Health Secondary Negotiation Team Members, shall normally be entitled to be released from scheduled work to participate in negotiations.

Such release shall normally be granted and under no circumstances shall unreasonably be denied. Such employees shall lose no normal pay, benefits, or leave credits while attending mutually scheduled negotiation meetings, provided that in primary negotiations not more than one employee from any facility; and two from any facility at which a Statewide Executive Board member is employed shall be entitled to be released from work to attend such negotiations without loss of pay, benefits, or leave credits. Overtime, travel time and travel expenses are not authorized. For purposes of this Section, properly designated Union representatives from the afternoon or night shifts shall be permitted an equivalent amount of time off from scheduled work on the upcoming or previous shift.

Section E. Shift Preference.

In the Department of Corrections and the Department of Community Health, Chapter Presidents, Chief Stewards, and MCO State Executive Board members (if employed in the Bargaining Unit) will be granted superseniority for the purpose of selecting the shifts and days off (where appropriate) that would be the most convenient for such Union official to have the necessary contact with management or in order to carry out responsibilities under this Agreement. Work crew leader and transportation positions shall be exempt from this superseniority provision, although nothing shall preclude Union officials from using their actual seniority to attain such positions. This selection will be made on the basis of the first available opening after the Union official properly makes his/her selection known under Parts A and C of Article 15. The 30-day waiting period provided for in Article 15 shall not apply.

A Union official who uses superseniority for shift transfer or days off shall remain on the shift transfer list for that shift or days off. If the Union official then qualifies to stay on that shift or days by virtue of actual seniority, he or she shall be considered to have successfully bid for that assignment at the end of his or her term of office. A Union official who leaves office without qualifying by actual seniority to remain on the shift or days off shall move to the shift (or days off, where appropriate) that they came from prior to entering office, or other shift or days off which their seniority qualifies them for upon the first available opening

(provided they are properly on the list for transfer under Article 15, Parts A and C). Nothing in this article shall preclude such Union officials from bidding on a preferred shift using the shift transfer list provided for in Article 15, based upon their actual seniority.

Difficulties in administering this Section will be addressed and resolved in local Labor-Management meetings.