

## ARTICLE 7

### Union Business and Activities

#### **Section 1. Union Activities During Working Hours.**

Employees shall be released and allowed time off with or without pay, and with or without loss of benefits, as provided for in this Agreement.

#### **Section 2. Time Off for Union Business.**

- A. To the extent that the release for Union business does not substantially interfere with the Employer's operations, properly designated Union representatives, regardless of shift, shall be released and allowed time off without pay for legitimate Union business. Such time off shall not be detrimental in any way to the employee's record. Nothing herein requires the Employer to release an employee from work if such release would substantially interfere with the work, order or discipline in the work place, or if such release 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.
- B. An employee shall furnish notice of the employee's request to be released from work pursuant to Subsection A. above to his/her immediate supervisor, as soon as possible, but prior to the scheduled activity.

In addition to the above employee notice, the Union President or Executive Director or his/her designee shall provide written notice of the employee's request to be released from work to the employee's Appointing Authority prior to the scheduled activity, if possible, or verbal notice in those circumstances where it is impossible to provide prior written notice. In any case, written notice will be provided either prior to or following the activity.

No employee shall be entitled to be released pursuant to these provisions unless the request of the employee and the Union is provided as required herein, except in circumstances where it is impossible to do so or upon mutual agreement.

#### **Section 3. Union Officers.**

The Union agrees to furnish to the Office of the State Employer in writing the names, Departments (and Agencies) of all employees holding an elective or appointive office within the Union. The purpose of such listing shall be only to identify those persons whom the Employer may reasonably expect to be requesting paid or unpaid leave to participate in legitimate Union business. Such notice shall be provided within thirty (30) calendar days following the effective date of this Agreement. Similar written notice shall be provided within seven (7) calendar days following changes in such designations.

#### **Section 4. Annual Leave Buy Back.**

Employees designated by the Union may utilize accumulated leave time (holiday, compensatory, Plan B, or annual leave) in lieu of taking such time off without pay, to engage in Union activities authorized by this Agreement.

When an employee designated in accordance with Section 3 of this Article utilizes unpaid leave time and elects to utilize annual leave credits, the employee may "buy back" such credits with the following restrictions:

- A. The employee and the Union must notify the appointing authority in writing of the intent to "buy back" such credits.
- B. The employee shall be permitted annual leave absence from work for such business up to a maximum of accrued credits.
- C. The employee may reinstate such expended credits used in the previous twelve (12) months by cash payment to the Department personal services account at the employee's current hourly rate. The employee shall furnish to the Department the total cost to the State of such credits. This provision shall be administered in compliance with applicable tax statute.
- D. The employee shall be allowed to exercise the option of reinstating such credits for him/herself no more than four (4) times each fiscal year, except that no such "buy back" may occur later than August 1.
- E. The Appointing Authority will, except in circumstances when it is impossible to do so, credit the employee making request for "buy back" in accordance with the provisions of this article, with such "buy back" credits within forty five (45) days of the receipt of the employee's payment for such credits by the appointing authority.

#### **Section 5. Administrative Leave Bank.**

Subject to the operational needs of the Employer, and the provisions of this article, the Employer shall make every reasonable effort to allow employees in this Unit, designated in accordance with the provisions below, time off without loss of pay, benefits or service credits during scheduled working hours to engage in union authorized functions or steward training subject to the following conditions:

- A. An administrative leave bank shall be calculated on the basis of two hours per employee of the bargaining unit on the payroll during the first full pay period of July of each year.
- B. Such time shall be credited at the beginning of the first pay period which starts after the effective date of this Agreement, and during the pay period in which October 1 falls thereafter.
- C. Such time which is not used in the fiscal year in which it was granted may be carried forward from one year to the next.

- D. If a representative utilizing leave under this bank is expected by the Union to spend more than 500 hours in a contract year in such activities, they shall be so designated by the Union. Only representatives so designated shall be allowed to use more than 500 hours from this bank in a contract year.

In the event that a named representative's absence from the work place would create serious operational problems for the Employer, the parties shall meet in an attempt to resolve the problems. Such resolution may include the designation of an alternative representative by the Union. Such employees are to be considered as employees of the union during the periods 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 purpose of seniority accrual, time spent by such employees shall be considered as time worked unless prohibited by applicable 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.

- E. Such time shall be granted in increments of no less than one (1) hour. No employee shall be entitled to charge an absence to such administrative leave bank unless the Union has provided a written request for release of the employee as soon as possible but at least seven (7) calendar days in advance of the event. When the Union is unable to provide at least seven (7) calendar days notice because the Union does not have such notice of the event, a reasonable effort will be made to release the employee. The Union will send the request to the department and the Office of the State Employer. The request will include the employee's name, dates and times for release, number of bank hours to be used, and general nature of the union authorized function. In addition, the employee must notify his/her supervisor of the request at least seven (7) calendar days in advance of the event. The department may deny the request if operational needs preclude release. The Office of the State Employer may deny the request if it does not comply with the provisions of this section.