

P. UNION LEAVES/RELEASES

Applicable Group(s) A, B, C, D, I:

~~Each designated collective bargaining unit may request that its representatives be released with pay to engage in union-related activities for a maximum of ten days per fiscal year. Any union may request additional leave for its representatives, including full release up to one school year, subject to approval by the District. For all approved leaves in excess of ten days per fiscal year, the District will bill the bargaining unit for their salary and benefits of the individual for this time.~~

- ~~Hearings in accordance with Part II Discipline, Part V Grievance Procedure, and Part VI Complaint Procedure, do not count against the ten days in paragraph 1.~~
- ~~Union representatives shall be released, with pay, to attend negotiations as required by state law. This time does not count against the ten days in paragraph 1.~~
- ~~Union representatives must make every effort not to miss scheduled District work time to engage in union activities.~~
- ~~All requests for union leave or release must be submitted to Employment Relations five work days in advance whenever practical.~~

It is the intent and purpose of this provision to promote labor stability in the delivery of public educational services through the cultivation and maintenance of long-term and mutually beneficial relations between the District and collective bargaining units ("unions") The District recognizes that the quality of its labor relations directly influences its ability to efficiently and satisfactorily provide educational services to the public in a manner that avoids the waste of public resources or the hampering of public education. In furtherance of these objectives, and subject to the conditions and limitations set forth in this provision, the District permits eligible union representatives who are employed by the District to be released (with pay) from work to engage in certain "union-related activities," as the term is defined below.

1 UNION RELEASE TIME. Eligible union representatives may be released for up to a maximum of 10 days (80 hours) per fiscal year to engage in union-related activities. Union release time under this Policy may not be taken in less than 1-hour increments.

Permissible union-related activities for which release time may be offered only include activities that are politically and ideologically "view-point neutral" and serve to optimize and sustain good relations between the Union and the District. Qualifying union-related activities under this Policy must also relate to the functions of the District, which in turn, serve as a benefit to the public as a whole. Examples of union-related activities that satisfy this requirement include, but are not necessarily limited to:

- Attending union-management meetings that take place during normal work hours;
- Attending building representative and safety meetings;

- Attending union meetings that occur during work hours, provided that the District approves the subject matter of the meeting to ensure it qualifies under this Policy; and
- Participation in approved union-sponsored training programs.

Hearings in accordance with Part II-Discipline, Part V-Grievance Procedure, and Part VI-Complaint Procedure, do not count against the ten days allotted for union release.

Union representatives shall be released, with pay, to attend negotiations as required by state laws. This time does not count against the ten days allotted for union release.

Union representatives are expected to make every effort not to miss scheduled District work time to engage in union activities. However, when this cannot be avoided and approved union release time is taken during an employee's scheduled work time, the District will release the employee (with pay), up to a maximum of 10 days (80 hours) per fiscal year.

Unused union release time is not eligible to be carried over for use in the next fiscal year. Any unused union release time available to an eligible Union representative under this provision will not be paid out upon his or her termination of employment with the District, regardless of the reason for termination.

2. **REQUESTING RELEASE TIME.** The Employment Relations Department is responsible for and has the discretion to approve or deny requests for union release time under this provision. Requests for union release time must be submitted to Employment Relations in writing or via email. The request must identify when the release is expected to begin, the expected duration of the release period, and a brief description of the union-related activity or activities in which the representative will be participating while on union release. Requests for leave under this Policy must be submitted at least five (5) business days in advance of when the release is expected to begin. If circumstances exist that make this impossible, then the requesting Union representative must submit the request for leave as soon as practicable. Failure to timely and properly request union release time under this provision may result in a delay or denial of the request.

3 **UNION LEAVE.** Any collective bargaining unit may request additional leave for its representatives, including full release up to one school year, subject to approval by the District. For all approved leaves in excess of ten days per fiscal year, the District will bill the collective bargaining unit for their salary and benefits of the individual for this time.