

## **Appendix: Connecticut State Collective Bargaining Agreements—Union Business Leave Provisions**

### **1. STATE POLICE [NP-1] BARGAINING UNIT CONTRACT BETWEEN STATE OF CONNECTICUT AND CONNECTICUT STATE POLICE UNION:**

**Section Seven. Union Business Leave. (a)** The Department will make available 260 days, which may be used in quarter-day increments as a bank of time in each year of this Agreement. Such time bank will be available for approved union business leave other than reasonable time used for negotiating a successor agreement and processing grievances. Time spent in seeking ratification of this Agreement will not be deducted from the time bank. Also from this bank of time, subject to the prior written approval of the Department, paid leave may be granted to Union officials, delegates, representatives, or designees to attend union business related functions, meetings, conventions, meetings of national affiliates or other affiliated organizations, legislative or agency hearings. The Department will cooperate in recognizing the Union's priority of meetings for which paid leave will be allocated.

**(b)** Not more than two employees elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one year. An extension not to exceed one additional year may be granted subject to the approval of the Director of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position equal to the former position in pay, benefits, and relatively equal duties, at the rates in force at the time of return from such leave.

### **2. MAINTENANCE & SERVICE UNIT(NP-2) CONTRACT Between STATE OF CONNECTICUT And CONNECTICUT EMPLOYEES UNION INDEPENDENT Affiliated Local 511 Service Employees International Union AFL-CIO, CLC**

#### **Section Eight. Union Business Leave.**

(a) Paid leave may be granted to Union officials, delegates, representatives or designees to attend Union business related functions, meetings, conventions, meetings of national affiliates or other affiliated organizations, legislative or agency hearings. Paid leave shall not exceed eight thousand (8,000) hours per contract year for purposes of attendance at the Union's annual convention and Union sponsored steward training programs. An additional six hundred (600) hours per contract year shall be provided for all other Union business. Requests for time off under this Section shall be made in writing to the Office of Labor Relations at least two (2) weeks in advance, and release shall be granted unless an agency emergency dictates otherwise. A copy of each request shall be sent simultaneously by the Union to the employee's agency. Any unused hours shall be carried over and accumulated from year to year.

(b) Not more than two (2) employees from different agencies, who are elected or appointed to a full-time office or position with the Union shall be eligible for an unpaid leave of absence. Upon return from such leave, the State employer shall offer the employee the same or similar position as the former position including pay, benefits, and duties, at the rates in force at the time of return from such leave. If possible, the employee shall be returned to the same location. If that is not possible, the position offered shall be within reasonable distance and the

employee shall be given preference to transfer back to his/her former work site when there is a suitable vacancy.

(c) (1) One (1) employee elected or designated by the Union to a fulltime Union assignment shall be eligible for full-time paid leave. This leave will continue for the duration of the current agreement and until a successor agreement is in place.

(2) The State shall pay all salary and benefits, including Health, Life Insurance and Pension Benefits. The State will continue such voluntary deductions as may be authorized by him/her as if he/she was in active service.

(3) One half of the annual work hours has already been deducted from the Union Leave Bank.

(4) Upon request from the state, the Union shall make reimbursement for any gross salary not compensated from the Union Business Leave Bank (pursuant to subsection [3]).

(5) Upon completion of the leave provided for herein, the employee will be reinstated from leave of absence, to the facility and shift from which he/she was granted leave.

(6) The employee will continue to accrue all vacation time earned to a maximum of one hundred twenty (120) days. The employee may carry over more than ten (10) days per year.

(d) The Union shall not have to charge attendance to "block time" for meetings or activities sanctioned by management representatives, i.e., Labor-Management Committee meetings, Bargaining Unit Job Safety Committee activities, grievance meetings. This language has been in effect since May 1, 1986.

Section Nine. Orientation and Training. Once a month, at each institution or work location, all new employees shall be released from work, if they so desire, for one (1) hour without loss of pay, to attend a Union orientation. The Union will provide all new employees with copies of this Agreement. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

Section Ten. See Addendum A, Paragraph 8.

Section Eleven. Union stewards who have permanent status in State service and who have served as stewards for at least two (2) months shall be deemed to have the highest seniority for purposes of selection for layoff, involuntary transfer or change in job location or shift. There shall be no disciplinary transfers of Union Stewards without concurrence of the Union.

Section Twelve. Picnics or Social Events. (a) The State agrees to continue its practices with respect to release time for Agency and local picnics and other agency or Union social events. (b) The release of employees without loss of pay for picnics and other agency social events shall not be deducted from or charged to block time hours under Article 7 (Union Rights). This language has been in effect since May 1, 1986.

Section Thirteen. (a) The State agrees to allow the Union to use space at State institutions or facilities for Union business, when such space is available, provided; (1) Arrangements are made at least twenty-four (24) hours in advance; and (2) Such arrangements do not interrupt the Employer's business; and (3) At institutions, meetings shall be held only in non-direct patient care areas; and (4) The Union shall reimburse the State for any actual costs Incurred by such arrangement, such as cleaning. (b) The Union may make such arrangements with the Agency Head or person in charge of the space which the Union desires to use. This language has been in effect since May 1, 1986.

**3. Contract Between State of Connecticut And American Federation of State, County and Municipal Employees, AFL-CIO Locals 196, 318, 355, 478, 538, 562, 610 and 704 of Council 4. Administrative Clerical (NP-3) Bargaining Unit.**

**Section Nine. Union Business Leave.** (a) During the term of this Agreement, leave shall be granted to Union officers, stewards, delegates or other representatives as follows:

(1) Official delegates to the biennial AFSCME Convention shall be granted leave without loss of pay or benefits for five (5) days. Not more than forty (40) employees shall be granted such leave. The Union shall give written notice to the Director of the Office of Labor Relations at least thirty (30) days in advance, specifying the dates of the Convention, the names of the official delegates to be released and their employing agencies. A copy of the request shall be provided to the employing agencies

(2) Each contract year, official delegates to the annual Connecticut State AFL-CIO Convention shall be granted leave without loss of pay or benefits for the days on which the Convention is scheduled not to exceed three (3) days. Not more than forty (40) employees shall be granted such leave. The Union shall give written notice to the Director of the Office of Labor Relations at least thirty (30) days in advance, specifying the dates of the Convention, the names of the official delegates to be released and their employing agencies. A copy of the request shall be provided to the employing agencies.

(3) Each contract year, up to two hundred and fifty (250) Union designated officers and stewards shall be granted up to two (2) days of leave without loss of pay or benefits to attend training sessions. Up to forty (40) Union designated officers shall be granted an additional day of leave without loss of pay or benefits to attend training. A copy of the request shall be provided to the employing agencies.

The Union shall give written notice to the Director of the Office of Labor Relations at least two (2) weeks in advance, specifying the dates of training sessions, the names of employees to be released and their employing agencies.

(4) Up to 3,630 hours of leave, without loss of pay or benefits, shall be granted in each contract year for Union business meetings, legislative or agency hearings or other Union business-related functions. The leave may be requested in hourly increments, but no less than two hours, for the time to be spent in travel and at the function and the actual time and total hours of release will be indicated on the request. The Union shall give written notice to the Director of the Office of Labor Relations at least two (2) weeks in advance, or as soon as the Union

identifies participants for any event not scheduled two (2) weeks in advance, but not less than seventy-two (72) hours notice shall be given. The written notice shall specify the date(s) and times of the requested release, the names of employees to be released and their employing agencies. A copy of the request shall be provided to the employing agencies. Release of employees under this section shall be subject to agency operating needs. In determining whether operating needs are critical enough to prevent release of an employee, the following factors shall be considered: size and staffing of the work unit, the work load of the unit, and the number of absences for Union business under this subsection during the previous three (3) months.

If it appears that operating needs may prevent the release of an employee, the agency labor relations designee will notify the Union. If the agency and the Union cannot resolve the problem, the Union shall contact the Office of Labor Relations. The Office of Labor Relations shall make the final decision prior to the date of requested release. The Union may appeal that decision directly to expedited arbitration.

**(b)** Not more than four (4) employees elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one year. An extension not to exceed one additional year may be granted subject to the approval of the Director of the Office of Labor Relations.

Upon return from such leave, the Employer shall offer the employee a position relatively equal to the former position in duties and equal to the former position in pay and benefits at the wage rates in force at the time of return from the leave. The position will be at the same location from which the employee went on leave, or within a reasonable commuting distance. If the employee cannot be returned to the same location, he/she will be given preference to transfer back when there is a suitable vacancy.

Upon return from leave, the employee(s) shall have the right to purchase back retirement credits for the period of the leave provided that, in addition, the employee(s) or the Union contributes the State's share of the cost of such retirement credits.

**Section Ten. Orientation.** Once a month at each agency or facility all new employees shall be released from work, if they so desire, for one hour without loss of pay to attend a Union orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

The Union will provide all new employees with copies of this Agreement and with the names of their stewards.

**Section Eleven. Use of Facilities for Union Meetings.** Subject to agency operating needs and availability of space, the Union may request use of space for Union meetings once a month. Additional personnel costs, if incurred, will be charged to the Union.

**Section Twelve.** Absent emergencies, the President of each clerical local will be allowed to attend, without loss of pay, Step III and Arbitration hearings as well as prohibited practice conferences concerning matters emanating from his/her respective local. If the President is unable to attend, a designee may, without loss of pay, be substituted subject to agency operating needs. It is the intent of this Section that in most instances the President will be the person to

attend such hearings and the use of designees will be limited to those situations where the President is unavailable.

**4. CORRECTIONS [NP-4] BARGAINING UNIT CONTRACT BETWEEN STATE OF CONNECTICUT AND COUNCIL 4 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES:**

**Section 7. Union Business Leave.** A maximum of five hundred (500) person days per year shall be granted without loss or pay of benefits for the purpose of attending to union business related functions. In the year of the International AFL-CIO convention, an additional eighty (80) person-days shall be granted for attendance at that convention. Each contract year, delegates to the Connecticut State AFL-CIO Convention shall be granted leave without loss of pay or benefits for the days on which the Convention is scheduled. Seventy (70) person days shall be granted for this provision. It is understood, however, that in emergency situations such leave may be withheld or revoked. Employees may or may not change work schedules for weeks in which conventions occur. Requests for leave time shall be made in writing as soon as possible and no later than two (2) weeks in advance to the Office of Labor Relations except in cases where two (2) weeks is not possible.

**Section 8. Union Leave.** Not more than one (1) employee elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year which may be granted subject to the approval of the Director of Labor Relations. Upon return from such leave, the State Employer shall offer said employee a position relatively equal to the former position in pay, benefits, and duties at the rates in force at time of return from such leave.

**5. Protective Services [NP-5] Bargaining Unit Contract Between State of Connecticut and Protective Services Employee Coalition IUPA/IAFF, AFL-CIO:**

**Section Seven. (a) Union Business Leave.** The Union shall be entitled to up to 800 hours of paid leave per contract year for Union officials, delegates, stewards or other representatives to attend Union business-related meetings, conventions, training programs, meetings of national affiliates or other affiliates organizations, legislative or agency hearings. The Union shall notify the State Office of Labor Relations of the names, agencies, dates and number of hours when employees are to be released for such Union business, normally at least seventy-two (72) hours in advance. Such release time shall be granted; the Union agrees not to unduly deplete agency operations. If notice of release is received less than seventy two (72) hours in advance, the leave may be denied if the absence will unduly hinder minimum operating needs. Time off shall be deducted from the bank of hours. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract.

**(b)** No more than two (2) employees elected or appointed to a full-time office or position with the Union or a National Affiliate will be eligible for an unpaid leave of absence not to exceed

one (1) year. An extension not to exceed one (1) additional year may be granted, subject to the approval of the Director of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position relatively equal to the former position in pay, benefits, and duties, at the rates in force at time of return from such leave. Upon return from leave, the employee shall have the right to purchase back retirement credits for the period of the leave, provided that, in addition, the employee or the Union contribute the State's share of the cost of such retirement credits.

**(c)** The Union President shall be eligible for full time paid leave, including vacation, sick leave and health insurance. The State and the employee in the Union President position shall continue to be responsible for their respective portions of health and life insurance premiums. The Union shall reimburse the State for 100% of base pay, to be billed to the Union on a quarterly basis. The Union President's accruals shall not be charged during the period of presidential leave but may accumulate to the maximum allowable levels.

## **6. Contract Between State of Connecticut and New England Health Care Employees Union District 1199:**

### **SECTION SEVEN. UNION BUSINESS LEAVE.**

**NP-6 (A)** The Employer will allow authorized delegates of the Union to attend Executive Board meetings, Union conventions in the United States and delegate training sessions. A maximum of six thousand one hundred and fifty (6,150) hours of paid leave per year shall be granted for this purpose. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract. Request for time off under this Section shall be made in writing to the Director of Labor Relations with a concurrent copy to the appropriate Agency, at least three (3) weeks in advance. Time off shall be granted half day units only, however the notice shall contain the number of hours to be utilized and shall be subject to patient/client care needs. When requests for time off under this Section create a scheduling problem for the Employer, the Union will be notified and suitable arrangements developed.

**P-1 (A)** The Employer will allow authorized delegates of the Union to attend Executive Board meetings, Union conventions in the United States and delegate training sessions. A maximum of two thousand two hundred and fifty (2,250) hours of paid leave per year shall be granted for this purpose. Any hours not used in one year may be carried over to the next contract year and added to that Union business leave bank of hours. Said bank shall expire at the end of the contract. Request for time off under this Section shall be made in writing to the Director of Labor Relations with a concurrent copy to the appropriate Agency, at least three (3) weeks in advance. Time off shall be granted half day units only, however the notice shall contain the number of hours to be utilized and shall be subject to patient/client care needs. When requests for time off under this Section create a scheduling problem for the Employer, the Union will be notified and suitable arrangements developed.

**(B)** Not more than three (3) Employees elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted subject to the approval of the Director of Labor Relations. Upon return from such leave, the Employer shall offer the Employee a position in the same classification and equal to the former position in pay and benefits at the wage rates in force at the time of return from the leave. For Employees who return from such leave on and after January 1, 1985, the Employee on unpaid leave shall have the right to purchase retirement credits for the period of the leave, provided that in addition to the Employee's contribution, if any, the Employee or the Union contribute the State's share of the past service and normal cost of such retirement credit. This Section obligates the Employer to offer the Employee a position in the same facility from which the Employee went on leave, unless such placement is not practicable. If the Employee is not placed on the same shift upon return from leave, he/she will be placed on the same shift when the first opening occurs. Not more than one (1) Employee from any facility or two (2) Employees from the same Agency will be granted a leave of absence under this section.

**(C)** For the first three sessions of negotiations for a successor to this Agreement, up to seven (7) Employees from the P-1 bargaining unit and up to ten (10) Employees from the NP-6 bargaining unit shall be given paid time off for attendance at the sessions. The State shall cooperate in arranging unpaid time off or Union Business Leave in accordance with subsection (A) above for other members of the Union's committee. Provided, however, unpaid time off shall not be granted if the effect would be to incur overtime costs. Release of specific Employees is subject to patient/client care needs.

During the first three sessions, the parties will work out arrangements for release time for the remainder of the negotiations which in no event shall be greater than provided above.

**SECTION EIGHT.** Once a month at each institution all new Employees shall be released from work, if they so desire, for one (1) hour without loss of pay to attend a Union orientation. The Union will provide all new Employees with copies of this Agreement. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

**7. State of Connecticut And Connecticut State Employees Association, SEIU Local 2001 Correction Supervisors Unit (NP-8):**

**Section 5. Union Business Leave.** (a) Provided two (2) weeks written request indicating the nature of the business is submitted by the Union to the Office of Labor Relations, paid leave will be granted to Union designees except in the case of emergency.

The parties recognize that two (2) weeks advance notice for union business leave may not always be possible or practical. Accordingly, the State Office of Labor Relations may grant leave with less than two (2) weeks notice as long as such leave does not adversely affect agency

operational needs. The Union will strive to provide as much advance notice as possible under these circumstances.

A bank of seventy (70) days is established in each year of the contract for attendance at steward training, union conventions, legislative or administrative hearings or other legitimate union business, such as by-law meetings, executive sessions, etc. There will be unlimited carryover of unused bank time from one contract year to the succeeding contract year(s), but carryover past the expiration date is to be by mutual agreement. Time used for processing grievances shall not be charged to this bank of hours.

(b) One (1) employee elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted subject to the approval of the Director of the Office of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position at least equal to the former position in pay, benefits and duties, with no loss of seniority, at the rates in force at the time of return from such leave. The employee shall be entitled to buy back retirement credits for that period of time specified above. Time utilized for this purpose shall not be charged to the bank of hours outlined in subsection (a) of this Section.

#### **8. State of Connecticut And State Police Lieutenants and Captains NP-9 Bargaining Unit:**

##### **ARTICLE 7 - UNION RIGHTS**

The Union shall be provided with a bank of hours to release members on paid time for approved union business leave. For each year of the contract the total number of hours shall be 250. The hours shall roll over from contract year to contract year but will terminate at the termination of the contract.

This bank of hours shall be in addition to paid release time to stewards to investigate and represent members in work place matters and grievance hearings and will in addition to release time for the biennial CSEA, SEIU Local 2001 Convention.

The Union will also be provided space in each work location to post union related information which information shall not be derogatory in nature.

#### **9. Contract Between State of Connecticut And American Federation of State, County, And Municipal Employees Social And Human Services (P-2) Bargaining Unit:**

**Section Seven. Union Business Leave.** (a) Paid leave shall be granted in the amount of two hundred forty (240) person days per year to Union officials, Stewards, representatives or designees for Union business related functions.

The allocation granted for attendance to the International AFSCME-AFL-CIO convention shall be eighty (80) person days for the year in which this convention is held.



Each contract year, delegates to the Connecticut State AFLCIO convention shall be granted leave without loss of pay or benefits for the days on which the convention is scheduled. Fifty-one (51) person days shall be granted for this provision.

Leave in the first year may be supplemented by not more than ten percent (10%) of the bank from year two. Leave in the second year may be supplemented by not more than ten percent (10%) of the bank from year three. Likewise, a sum not to exceed ten percent (10%) of the annual bank may be carried over into a succeeding year, but all leave excess shall expire on the final date of this Agreement. A copy of the request shall be provided to the employing agency.

Requests for time off under this section shall be made in writing to the Office of Labor Relations at least two (2) weeks in advance except in emergency situations.

**(b)** Not more than one (1) employee elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year will be granted upon request to the Director of the Office of Labor Relations.

Upon return from such leave, the employee shall be offered a position substantially equal to the former position in duties and equal to the former position in pay and benefits at the wage rates in force at the time of return from the leave. If possible, the employee shall be returned to the same location. If that is not possible, the position offered shall be within a reasonable commuting distance and the employee shall be given preference to transfer back to his former work site when there is a suitable vacancy.

Upon return from leave, the employee shall have the right to purchase back retirement credits for the period of the leave provided that, in addition, the employee or the Union contribute the State's share of the cost of such retirement credits.

The period of the leave shall not be deducted from the employees' seniority.

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**Section Nine.** Absent emergencies, the President of each P-2 Local will be allowed to attend, without loss of pay, Step II and Arbitration hearings as well as prohibited practice conferences concerning matters emanating from his/her respective Local. If the President is unable to attend, a designee may, without loss of pay, be substituted subject to any operating needs. It is the intent of this Section that in most instances the President will be the person to attend such hearings and the use of designees will be limited to those situations where the President is unavailable.

Local Presidents will also be allowed to attend the Labor Management Committee meetings of their employing agencies. If an agency other than the one which employs the President holds a Labor Management Committee meeting, the President may designate a Local member employed by said agency to attend. Attendance by the President or a designee shall count

towards the seven (7) representatives allowed each party at such meetings in accordance with Article 2I, Section One.

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**Section Eleven. Orientation.** Once a month at each agency or facility all new employees shall be released from work, if they so desire, for one hour without loss of pay to attend a Union orientation. The time and location of such orientation shall be determined by mutual agreement of the Union and the Employer.

#### **10. Education Administrators (P-3A) Collective Bargaining Agreement between State of Connecticut and Connecticut State Employees Association SEIU Local 2001:**

**Section Nine.** A bank of up to two hundred seventy-five (275) hours for each year of the contract shall be granted for Steward Training, Union Conventions or Union Business, and new employee orientation. When this bank of hours is depleted, additional time may be granted by the employer for union business. The Union will request such time from the employer in writing, whenever possible at least two (2) weeks prior to the utilization of said hours, including the names of the employees and the time required. Up to ten (10) percent of the annual hours may be carried over into a succeeding contract year but all leave excesses shall expire on the final date of this Agreement.

#### **11. Education Professions (P-3B) Contract Between State of Connecticut and Connecticut State Employees Association SEIU Local 2001:**

**Section Seven. (a)** Each contract year a maximum of eight hundred fifty (850) hours paid leave shall be granted to Union officials, delegates, representatives, stewards or designees to attend Union business-related functions, meetings, conventions, meetings of national affiliated organizations, or other affiliated organizations, legislative or agency hearings and steward training sessions.

In addition to the eight hundred fifty (850) hours paid leave provided, the State will grant up to two hundred fifty (250) hours in 2006-2007 and to two hundred fifty (250) in 2008-2009 paid time off for bargaining unit employees who are delegates to the CSEA convention. Up to 10% of the annual hours may be carried over into a succeeding contract year, but all leave excesses shall expire on the final date of the Agreement. Notwithstanding the previous sentence, all leave excesses from the prior agreement shall be carried forward to this Agreement, but must be used prior to legislative approval of this Agreement.

(b) Thirty (30) days notice will be required for the annual CSEA convention. In all other cases at least two (2) weeks' notice will be given, except in an emergency The Union will send a concurrent notice for union business leave to the employee's agency personnel administrator. If an emergency may prevent the release of an employee, the Office of Labor Relations will notify the Union, and representatives of the Union and the Office of Labor Relations will cooperate in resolving the problem. If, however, there is not an emergency but the usage

would cause significant impact on the agency operations, the State and the Union shall discuss the situation and may, by mutual agreement, postpone or cancel the leave usage.

(c) Not more than one (1) bargaining unit employee selected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted, subject to the approval of the Director of the Office of Labor Relations. Upon return from such leave, the State Employer shall offer said employee a position substantially equal to the former position at his/her former location, if possible and practicable, unless mutually agreed to the contrary. All pay and benefits will be at the rates in force at the time of return from such leave. Upon return from such leave, the employee shall have the right to purchase back retirement credits for the period of the leave, provided that, in addition, the employee or the Union contribute the State's share of the cost of such retirement credits. In the event an employee wishes to return prior to the expiration of the leave, he/she must provide at least thirty (30) days intent notice to the Department.

**12. Engineering, Scientific And Technical (P-4) Contract and Connecticut Agricultural Experiment Station Addendum between State of Connecticut and Connecticut State Employees Association SEIU Local 2001:**

**Section Eight. Union Business Leave.**

(a) Provided two (2) weeks written request indicating the nature of the business is submitted by the Union to the Office of Labor Relations, paid leave will be granted to Union designees except in the case of emergency. A bank of 2500 hours is established in each year of the contract for attendance at steward training, union conventions, legislative or administrative hearings or other legitimate union business, such as by-law meetings, executive sessions, etc. There will be unlimited carryover of unused bank time from one contract year to the succeeding contract year(s), but carryover past the expiration date is to be by mutual agreement. Time used for processing grievances shall not be charged to this bank of hours.

(b) An employee elected or appointed to a full-time office or position with the Union will be eligible for an unpaid leave of absence not to exceed one (1) year. An extension not to exceed one (1) additional year may be granted subject to the approval of the Director of the Office of Labor Relations. Upon return from such leave, the State employer shall offer said employee a position at least equal to the former position in pay, benefits and duties, with no loss of seniority, at the rates in force at the time of return from such leave. The employee shall be entitled to buy back retirement credits for that period of time specified above. Time utilized for this purpose shall not be charged to the bank of hours outlined in subsection (a) of this Section.

**13. Administrative And Residual [P-5] Bargaining Contract Between State of Connecticut And Administrative & Residual Employees Union Local 4200-AFT/AFTCT, AFL-CIO:**

**Section Seven. Union Business Leave.** Subject to prior written approval of the Office of Labor Relations, paid leave may be granted to Union officers, stewards, delegates or designees as follows:

(a) For each year of the contract, a bank of one and three quarter (1.75) hours per employee in the bargaining unit as of July 1 to be used for Union business and steward training shall be established.

Union business leave shall be granted as follows:

(1) Usage shall be for no more than two (2) days per week per person. If the Union seeks additional usage, the State and the Union shall discuss the situation and may, by mutual Agreement, grant the leave usage.

(2) Usage shall not be unreasonably denied except where an agency emergency exists. However, if the usage would cause significant impact on the agency operations, the State and the Union shall discuss the situation and may, by mutual Agreement, postpone or cancel the leave usage.

(3) Unless mutually agreed otherwise, the Union will give seven (7) full working days written notice requesting Union Business Leave to the Office of Labor Relations. The Union shall provide a concurrent copy to the affected agency.

(b) Leave in the first year may be supplemented by not more than ten percent (10%) of the bank from year two. Leave in the second year may be supplemented by not more than ten percent (10%) of the bank from year three. Leave in the third year may be supplemented by not more than ten percent (10%) of the bank from year four. Likewise, a sum not to exceed ten percent (10%) of the annual bank may be carried over into a succeeding year, but all leave excess shall expire on the final date of this Agreement.

Upon expiration of this Agreement and prior to approval of a successor agreement, the Union shall continue to have available leave time as provided in subsection (a) of this Section Seven. Upon approval of a successor agreement, the leave time utilized during this transition period will be deducted from what approved leave time has been incorporated into the successor agreement.

(c) **Officers Leave.** Three (3) employees elected or appointed to a full-time office with the Union shall be eligible for an unpaid leave of absence not to exceed two (2) years. Extensions of said leave shall be requested and favorably considered on an annual basis.

One (1) additional employee elected or designated by the Union to a full-time Union assignment shall be eligible for full-time paid leave, which shall be remunerated by the Employer as follows:

(1) The Employer shall pay all salary and benefits. For the purpose of meeting this obligation, the Department of Administrative Services, at its discretion, may establish and fund a position at the level necessary to cover the paid leave until return to service can be arranged.

(2) Not less than half of the annual work hours shall be deducted from the Union leave bank.

**(3)** Upon request from the State, the Union shall make reimbursement for any gross salary not compensated from the Union business leave bank (pursuant to Subsection (c) [2]).

Upon return from such leave, the Employer shall offer the employee a position at least equal to the former position in pay, benefits and duties at the wage rates in force at the time of return from such leave. It is intended that the employee on leave shall return to service with all the classification and benefit adjustments attendant to the vacated position, which have accrued in his/her absence. This Article does not obligate the Employer to offer the employee a position in the employee's former agency unless such placement is practicable.

Upon return from leave, the employee on unpaid leave shall have the right to purchase back retirement credits for the period of the leave, provided that, in addition, the employee or the Union contribute the State's share of the cost of such retirement credit.

**Collective bargaining agreements can be found at the Connecticut Office of Policy and Management website, accessed on February 17, 2016, <http://ct.gov/opm/cwp/view.asp?a=2992&q=383228>.**