

## ALEC EXPOSED

"ALEC" has long been a secretive collaboration between Big Business and "conservative" politicians. Behind closed doors, they ghostwrite "model" bills to be introduced in state capitols across the country. This agenda-underwritten by global corporations—includes major tax loopholes for big industries and the super rich, proposals to offshore U.S. jobs and gut minimum wage, and efforts to weaken public health, safety, and environmental protections. Although many of these bills have become law, until now, their origin has been largely unknown. With **ALEC EXPOSED**, the Center for Media and Democracy hopes more Americans will study the bills to understand the depth and breadth of how big corporations are changing the legal rules and undermining democracy across the nation.

### ALEC's Corporate Board —in recent past or present

- AT&T Services, Inc.
  - centerpoint360
  - UPS
  - Bayer Corporation
  - GlaxoSmithKline
  - Energy Future Holdings
  - Johnson & Johnson
  - Coca-Cola Company
  - PhRMA
  - Kraft Foods, Inc.
  - Coca-Cola Co.
  - Pfizer Inc.
  - Reed Elsevier, Inc.
  - DIAGEO
  - Peabody Energy
  - Intuit, Inc.
  - Koch Industries, Inc.
  - ExxonMobil
  - Verizon
  - Reynolds American Inc.
  - Wal-Mart Stores, Inc.
  - Salt River Project
  - Altria Client Services, Inc.
  - American Bail Coalition
  - State Farm Insurance
- For more on these corporations, search at [www.SourceWatch.org](http://www.SourceWatch.org).

**DID YOU KNOW?** Corporations VOTED to adopt this. Through ALEC, global companies work as "equals" in "unison" with politicians to write laws to govern your life. Big Business has "a VOICE and a VOTE," according to newly exposed documents. **DO YOU?**

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### Public School Employee Union Release Time Act

Summary: To prevent taxpayer subsidy of political and labor-oriented activity, this legislation requires school employee unions to finance all their own release time arrangements with school district boards of education. The union must entirely pay the full per diem salary of any school employee or each day of service released from duty to attend a union-sponsored meeting or activity, or the day is deducted from the employee's accumulated personal leave. The union must entirely pay the portion of the salary and benefits of any local, state, or national officer or representative accrued while in service to the organization. School districts also are forbidden to extend the indirect benefits of experience credit or years of service to employees released to serve in a union for one-half contract year or longer. School districts under the terms of a collective bargaining agreement which is in effect on the effective date of the legislation are exempted until the agreement's scheduled expiration, up to three years.

Concerning Release Time of Public School Employees for Union or Association Service

#### Section 1

A) (Title) Public School Employee Union Release Time Act

B) (Legislative Declaration) The General Assembly hereby finds and declares that all public school districts in [state] are accountable for the responsible use of tax revenues that they receive from state or local taxpayers. The General Assembly further finds and declares that the tax revenues that are distributed to public schools are intended to be used for the purpose of educating children and should not be used to support political and labor-oriented activity.

Therefore, it is the intent of this Act to clarify that school districts shall not use taxpayers' money to provide funding for paid release time, benefits, or any part of the salary for any employee of a public school district during the employee's participation in a union activity or during the employee's service as a union representative or officer.

#### Section 2 (Prohibitions on public support of union release time)

A) On and after the effective date of this Act, no school district shall:

1) Allow any employee of the district paid release time from regularly contracted duties to attend meetings or activities initiated, planned, or organized by any union or labor organization, unless the organization reimburses the school district the employee's full per diem salary for each day of service, or each day is deducted from the employee's cumulative personal leave.1

2) Directly or indirectly provide an employee of the district paid release time from regularly contracted duties for service as a representative of a local, state, or national union or labor organization, or for service with or on behalf of any such organization, unless the organization reimburses the school district the employees' salary for each day of service, or each day is deducted from the employee's cumulative personal leave.2

3) Directly or indirectly provide an employee of the district paid release time from regularly contracted duties to serve as the officer of a union or labor organization. The school district shall not be liable to pay any portion of the salary and benefits to a released employee during such service.3

4) Extend experience credit or years of service to an employee of the district released from regularly contracted duties to serve as the officer of a union or labor organization for one-half contract year or longer.4

#### Section 3 (Exemptions for current collective bargaining agreements)

1) Nothing in this Act shall be construed to allow a school district to violate the terms of a collective bargaining agreement or other employment contract that allows employees paid release time to attend union activities and that is in existence on the effective date of this Act. No school district that is a party to a collective bargaining agreement or other employment contract that is in existence on the effective date of this Act shall discontinue paid release time for an employee's service as a union representative for the term of such collective

Did you know that an online for-profit school company was the corporate co-chair in 2011?

bargaining agreement or employment contract, no longer than three years from the effective date of this Act.

#### Section 4 (Applicability)

1) The provisions of this Act shall apply to collective bargaining agreements and other contracts for employment entered into, amended, or renewed on or after the applicable effective date of this Act.

#### Section 5 (Effective date)

##### Notes

1 Many school districts give an allotment of general release days for union activities. The number of days tends to vary with the size of the district and the number of teachers. Local union officials, such as building representatives and others, may use these days to attend business meetings or workshops (which often include political advocacy and strategy). Or they may be specifically used to send delegates to the annual state or national union assembly, an internal organizational meeting. In some cases the union is required to cover the substitute teacher costs for some or all of the allotted days available. In some cases the union has to pay nothing. Those who negotiate and set policy for school districts should have this issue off the table. This provision requires the union to pay the full cost of teachers who use release time, or the teacher who uses the release time must deduct it from her personal leave.

2 Many school districts have provisions in their collective bargaining agreements, giving a certain number of paid leave days to a teacher who has been elected to serve as a national or state director for the teachers' union. The school district continues paying the teacher's regular salary while (s)he serves as a union advocate. In most cases, the union is obligated to reimburse the district at the much lower cost of providing a substitute teacher. But the district should be paying the lower substitute cost since the district is receiving services from her, while the union should be paying the teacher's salary for his/her days released to work as a state or national union officer. Those who negotiate agreements on behalf of the school district should have this issue off the table. This provision requires the union to pay the full cost of these release days.

3 Often local union presidents (and sometimes other local union officers) are given extended release time from teaching duties to do full-time labor advocacy. Release time is usually given for the full year, but in some cases it is only for a half-year. Some of these local presidents continue to be paid as an employee of the district. In some school districts, the union is responsible to reimburse a much smaller amount than the released employee's actual salary—usually the cost of a less-experienced replacement teacher, the standard cost of a first-year teacher, or a fraction of such a cost. This provision requires the union to pay the full cost of extended release time for union officers.

4 Many of the school districts that grant release time to local union officers also agree to give them formally recognized teaching experience for their time in service to the union. Union officers continue advancing on the salary schedule as though they have accrued actual teaching experience. This provision forbids school districts from advancing released union officers on the salary schedule.

#### Related Files

[Public School Employee Union Release Time Act](#) (Microsoft Word Document)

**About Us and ALEC EXPOSED.** The Center for Media and Democracy reports on corporate spin and government propaganda. We are located in Madison, Wisconsin, and publish [www.PRWatch.org](http://www.PRWatch.org), [www.SourceWatch.org](http://www.SourceWatch.org), and now [www.ALECExposed.org](http://www.ALECExposed.org). For more information contact: [editor@prwatch.org](mailto:editor@prwatch.org) or 608-260-9713.

From CMD: This "model" legislation attempts to overturn negotiated agreements in school districts where union activities, such as those protecting the rights and working conditions of employees, is compensated as release time. It would require school employee unions to finance all their own release time arrangements with school district boards of education.