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Union Time on the Taxpayer Dime

How Kentucky Taxpayers Foot the Bill for Union Business

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“Forcing free and independent individuals to endorse ideas they find objectionable is always demeaning,” Justice Samuel Alito wrote in the majority opinion in *Janus v AFSCME*.¹ In this landmark ruling, the U.S. Supreme Court held that state laws compelling non-union public employees to pay for union representation is unconstitutional on First Amendment grounds. As a result, the 5.9 million public employees in states that imposed compulsory union fees on non-members now have the option to refrain from paying for union representation they do not want.

The high court ruled that forcing non-members to pay union fees to labor unions violated the First Amendment rights of these workers by “compelling them to subsidize private speech on matters of substantial public concern,” like subjects of collective bargaining including wages, pensions, and benefits of public employees.² As conceded by previous Supreme Court decisions, “decisionmaking by a public employer is above all a political process” driven by policy goals rather than economic ones.³

Ultimately, collective bargaining in the public sector is inherently political. Collective bargaining in the public sector can impact public policy issues that fall within the authority of elected representatives, including tax levels, government debt, budgets and spending priorities. Therefore, requiring all employees to subsidize this activity violates dissenting workers’ First Amendment rights.

Janus was the culmination of a series of Supreme Court rulings over the past several decades that have pared back government employee unions’ power to compel non-members to pay dues in order to keep their jobs. Government unions used this period of time to prepare for an environment where charging non-members fees was off the table.

Unions could foresee an end to forced union dues after a 2016 case, *Friedrichs v. California Teachers Association*, which was nearly identical to *Janus*. Based on oral arguments, it was widely expected that the Supreme Court was prepared to prohibit forced union dues in the public sector as unconstitutional. However, Justice Antonin Scalia, who was expected to provide a crucial fifth vote for plaintiffs in the case, passed away before a ruling was issued, and the vote was deadlocked at 4-4. With the appointment of Justice Neil Gorsuch to succeed Scalia, it became widely expected that a similar case would go in favor of the plaintiffs. Seeing the writing on the wall, the National Education Association, the nation’s largest teachers’ union, circulated a list of “essentials to a strong union contract without fair-

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share fees”—that is, compulsory union dues—ahead of the *Janus* decision.⁴ Included in the essentials is the practice known as union release time.

Union release time is a taxpayer-funded subsidy to government employee unions. The unions generally view union release time as a way to offset financial losses that may come from the *Janus* decision. With forced union dues payments prohibited, unions are seeking to force taxpayers to pay for union activity. Release time is prevalent across all levels of government—federal, state, and local. A recent analysis of the largest 77 municipalities in the United States found 72 percent of public sector unions receive some form of release time.⁵ At the federal level, public employees spend more than 3 million hours on release time at a cost of over \$170 million.⁶

What is Union Release Time? Union release time—also known as “association leave,” “union business,” “lodge business,” “union leave,” and “official time,” depending on the contract language—permits government employees to conduct union business during work hours at taxpayer expense. While the practice receives little attention, taxpayers across the nation routinely subsidize unionized government employees’ work on behalf of their union instead of their public duties.

Despite the prevalence of the practice, very few state or local governments have enacted statutes or promulgated rules that require public employers to grant government unions with this subsidy. In the absence of formal laws or rules governing release time, it is common practice for state and local government employers to grant union release time voluntarily in collective bargaining agreements (CBA). Few, if any, CBA provisions dealing with release time establish safeguards or reporting requirements. Sometimes elected officials approve union contracts that include release time provisions without understanding what it entails.⁷

Under these circumstances, it is unknown whether activity performed is appropriate, what activity is conducted, or how much release time is used. What activity public employees may conduct on release time and how much is granted to government unions varies from CBA to CBA. In general, activity conducted includes preparing and filing grievances, attending internal union meetings and conferences, lobbying, and negotiating contracts. But, as previously discussed, an overall lack of oversight over release time is prevalent.

This is the situation in Kentucky. Responses from public records requests find several public employers in the state do not track or record what activity is conducted on release time. Therefore, in many instances it is impossible to know what business is actually performed or how much time public employees spend performing union work rather than their job duties.⁸

The amount and type of release time granted to individual unions differs as well. CBAs may grant a pool or bank, comprised of a set amount of hours of release time to be used during the year. Public employers may offer release time, often with no cap on the amount, for activities like attending conventions, participating in grievance proceedings, and collective bargaining negotiations. Another common practice is to grant high-ranking union official *100 percent* release time.

The Case against Release Time. Subsidizing government union activity presents a conflict between the purpose of labor organizations and the proper use of public funds.

Labor unions are formed to protect the interests of members above all else. Union officials have a duty to use their time and expend the union's resources for the benefit of members. In contrast, public funds are intended to be spent on services or programs that benefit the general public.

Therefore, the very purpose of unions—to protect and advance members' interests—ensures that any activity conducted on release time exclusively benefits the labor union and members. As the beneficiaries of union representation, members, not taxpayers, should be responsible for funding the labor organization's activities, including release time activity. But with release time, taxpayers pay for unions to provide member services without receiving any benefit.

Public records requests in several states have uncovered activities conducted on release time that are either political in nature or constitute an obvious misuse of public funds. For example, several Missouri government unions used release time to lobby public officials, often in favor of legislation that union leaders favor.⁹ In Texas, public employees spent release time attending retirement barbecues and fishing tournaments.¹⁰ A police department in New Jersey used release time for vacations and to attend golf tournament fundraisers.¹¹

In addition to burdening the taxpayer with financing the cost of union business, the activity performed on release time by public employees often conflicts with taxpayer interests. For example, when public employees on release time engage in the lobbying of elected officials to support certain legislation, taxpayers are funding political activity which they may strongly oppose.

When release time is used to negotiate contracts, taxpayers are effectively funding both sides of the negotiations. Union representatives paid via release time negotiate for more wages and benefits opposite a public employer that is also funded by taxpayers. As a result, the taxpayer has no voice in matters that determine government employee pay and benefits, which greatly impact tax rates, government debt, and the quality of government services.¹²

As required by a federal appropriations bill, the Office of Personnel Management performed an analysis of release time at the federal level. It found that it can harm the effective conduct of public business:

When union officials are on official time [release time], they are not available to perform the duties associated with their regular positions. This can hamper the public employer in accomplishing its mission, as certain assignments must either be delayed, covered by other employees, or accomplished through the use of overtime. The use of significant amounts of official time ... may adversely affect an employee's ability to keep his or her technical skills current.¹³

Other problems related to release time across the federal government—which likely also arise at the state and local level—include administrative burdens like “juggling assignments and schedules,” disagreement between managers and union officials over proper use of release time, and some employees resenting colleagues who spend most of their time conducting union business.¹⁴

Overall, activities performed on release time serve the interests of unions. Furthermore, it is rare that government unions are under any obligation to provide any services in exchange for the public funds.

Release Time in Kentucky. Kentucky law does not directly address release time. Public employers are under no obligation to grant release time to labor unions, but it appears to be a common provision in many collective bargaining agreements involving Kentucky local governments and public school districts.

As with many examples of government waste, Kentucky’s local governments do not publicize the cost of union release time. To gain insight on the prevalence of release time in Kentucky, the Competitive Enterprise Institute requested information from public employers and inspected other publicly available collective bargaining agreements.

The largest municipality in Kentucky is the Louisville Metro Government, the result of a merger of the City of Louisville and surrounding Jefferson County. Louisville Metro grants a substantial sum of release time to the various unions that represent its employees, from fiscal year 2013 to fiscal year 2018. (See Figure 1)

Figure 1. Louisville Release Time Hours and Cost

Fiscal Year	Release Time Hours	Release Time Cost
2013	3,724	\$79,385
2014	6,071	\$126,715
2015	7,932	\$172,486
2016	7,817	\$170,835
2017	7,900	\$175,007
2018	9,542	\$206,056

Source: Louisville Metro Government Public Records Requests

The Louisville city government did not specify in its response what activity its employees performed on union release time. However, an inspection of the Louisville Metro Government CBAs provides some examples. In the CBA between Louisville Metro Government and Louisville Corrections Fraternal Order of Police, release time is permitted for collective bargaining negotiations, preparing grievances, attend internal union meetings, and to “attend the Kentucky General Assembly when in session.”¹⁵ Other CBAs grant release time for similar activities, but vary in the amount of release time granted.

In fiscal year 2013, the Jefferson County School District granted 1,536 hours (192 full work days) at a cost to taxpayers of around \$67,215.¹⁶ In a more recent public records request,

Jefferson County School District did not provide the release time hours but included the total costs. (See Figure 2)

Figure 2. Jefferson County School District Release Time Cost

Fiscal Year	Release Time Cost
2015	\$26,265
2016	\$20,656
2017	\$40,939
2018	\$20,199

Source: Jefferson County School District Public Records Requests

The Jefferson County Board of Education’s (JCBE) collective bargaining agreement with the Jefferson County Teachers Association (JCTA), which ran from 2013-2018, grants JCTA 275 days of release time annually.¹⁷ However, the newly ratified contract significantly increases release time granted to the JCTA. It grants the president of the JCTA full-time leave, or 187 days—the amount of paid work days during a school year—“without the loss of salary, step increment, or Employer paid fringe benefits.”¹⁸ The contract also stipulates that the vice president of the JCTA may use release time for one-half of each school day. As with the previous CBA, the JCTA is granted a bank of 275 days of release time to be used for attending union meetings.¹⁹

A CBA between the JCBE and Jefferson County Association of Educational Support Personnel (JCAESP) provides an “aggregate amount not exceeding 150 days per year to be taken in full days for the conduct of necessary Union business.”²⁰ Similarly, the union president receives 187 days of leave per fiscal year without the loss of salary or benefits.

In contrast, JCBE contracts covering custodians, bus drivers, and maintenance employees permits union leave, but the labor organizations are responsible for reimbursing the salaries of employees on release time.²¹

Further, union release time is commonly granted in collective bargaining agreements, according to a 2010 analysis of Kentucky School Districts collective bargaining agreements by the state Office of Education and Accountability.²²

One section of the report focuses on union release time. It found that of the nine school districts it analyzed, all of them granted release time.²³ (See Figure 3)

Release time even played a role in the recent teacher sickouts in Kentucky. In March 2019, Jefferson County Schools Superintendent Marty Pollio and Jefferson County Teachers Association President Brent McKim reached a deal to end a teacher sickout. The district would release up to three teachers from each school, to be selected by JCTA officials, for a total of up to 500 delegates to lobby state lawmakers during the final four days of the legislative session.²⁴

Figure 3. Kentucky School District Release Time Days in 2010

School District	Release Time Days
Boone	40
Bullitt	45
Jefferson	175
Kenton	120
Knott	40
McCracken	10
Newport Ind.	No Specific number
Wolfe	30

Source: Analysis of Collective Bargaining Agreements in Kentucky Districts by Kentucky Legislative Research Commission

Options to End Release Time. Kentucky has several viable options to end the practice of release time. The best and most effective mechanism is to enact legislation that prohibits union release time. Such a law could simply prohibit the renewal or ratification of a collective bargaining agreement that contains release time provisions.²⁵

Another option is for Kentucky public employers, which are under no obligation to grant release time, not to grant it during collective bargaining negotiations. In separate statutes, Kentucky law requires a public employer to bargain in good faith with a duly elected labor organization acting as the employees' exclusive representative. However, a public employer (or labor organization) is under no obligation to agree to a collective bargaining proposal or make any concession.²⁶ Kentucky state law extends collective bargaining privileges to firefighters, police officers, and corrections officers in urban and county governments. Case law allows for collective bargaining for teachers.

Alternatively, public employers could grant release time, but require government unions to reimburse the employer for the cost of release time as is the case in some collective bargaining agreements in Kentucky.

In the 1980 case *Fayette County Education Association v. Hardy*, the Kentucky Court of Appeals established that a public school employer "may elect to negotiate with a representative of its employees, although it has no duty to do so."²⁷

Kentucky's Gift Clauses. Another, more difficult option to end union release time is via the courts. Kentucky's constitution contains provisions known as the Gift Clause (Section 177 and Section 179), which may provide a means to challenge the practice of release time in court. The Gift Clause restricts state and local governments from giving away public money to private entities. The Kentucky constitution states:

The General Assembly shall not authorize any county or subdivision thereof, city, town or incorporated district, to become a stockholder in any company, association or corporation, or to obtain or appropriate money for, or to loan its credit to, any corporation, association or individual, except for the purpose of constructing or maintaining bridges, turnpike roads, or gravel roads.²⁸

A near-identical constitutional provision places restrictions on state-level spending. The Kentucky courts view these restrictions on state and local government spending as “analogous.”²⁹

As the Kentucky Court of Appeals stated in a ruling describing the state’s Gift Clauses, “The purpose behind both [gift clause] sections was to prevent local and state tax revenues from being diverted from normal governmental channels.”³⁰

However, instead of following the precise words of the state constitution, the courts have devised a public purpose exception to allow certain subsidy schemes to private entities. As a Kentucky Supreme Court decision determined:

Section 177 of the Constitution wisely prohibits the giving of the credit of the Commonwealth or the making of a donation to any private corporation or individual. However, as long as the expenditure of public money has as its purpose, the effectuation of a valid public purpose, Section 177 is not offended even in situations where the conveyance occurs without consideration.³¹

When the underlying purpose, as stated by the legislative body, of the public outlay “and the financial obligation incurred are for the benefit of the State, there is no lending of credit even though it may have expended its funds or incurred an obligation that benefits another.”³²

In short, Kentucky courts have determined that public expenditures that relieve unemployment or foster economic growth justify the expenditure of public funds for the benefit of a private entity. In *Dannehiser v City of Henderson*, the Kentucky Supreme Court held that the development and marketing of an industrial park by the municipality was “a valid public purpose because its stated purpose was to enhance economic development in the area.”³³

Union release time appears to fail that test. Spending tax dollars to support the private interests of government unions while expecting nothing in return does not spur economic growth and does not accomplish a public purpose. Release time exclusively serves labor unions’ private goals—negotiating contracts, filing grievances, lobbying elected officials to enact legislation advantageous to labor unions, or performing internal union business.

Further, since there is no statute governing release time, there is no stated underlying public purpose declared by a legislative body to justify the expenditure to a private party.

A determination made by the Kentucky Office of Attorney General is instructive when examining the constitutionality of release time. The OAG opinion states:

A county may contract for fire protection services with a fire protection district and with volunteer fire departments, but it cannot simply donate public funds to such fire fighting organizations. ...

Not only is there no statutory authority enabling the fiscal court to simply donate public funds to a volunteer fire department or a fire protection district but such a donation would probably violate Section 179 of the Kentucky Constitution. That section prohibits the General Assembly from authorizing a county to lend its credit or appropriate money to any corporation, association or individual, with certain exceptions not applicable in this instance.³⁴

Primarily, Kentucky courts have upheld as constitutional public expenditures in aid of private enterprise that spur economic development, curb unemployment or stimulate industry have been declared valid public purposes and therefore do not violate the state's gift clauses.³⁵ Release time does not serve a public purpose. Government unions are the primary beneficiaries of release time and they use it to promote its own ends, not to induce economic growth or enhance public health. Only government unions benefit from conducting union interviews, attending union conferences, or any other activity performed on release time.

Conclusion. At a time when the demand for government services exceeds the resources available is exactly when government should cut funding for activities that do not achieve a public purpose.

The sole purpose of union release time is to benefit the union by paying union members to work on government time to gain more rights and higher compensation for its members. In short, release time entails government funding of entities seeking to take as many resources from taxpayers as possible.

Taxpayers and state legislators have the tools to put an end to the government's practice of giving away the resources of the state to private entities for private benefit. Taxpayers need to address the unjust enrichment the unions achieve at taxpayers' expense. Under Kentucky's gift clauses, taxpayers are authorized to file suit challenging this unnecessary government expense. Another option is for the Kentucky legislature to prohibit the practice.³⁶ The time to act is now.

Notes

¹ *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, 585 U.S. (2018), https://www.supremecourt.gov/opinions/17pdf/16-1466_2b3j.pdf.

² *Ibid.*

³ *Aboud v. Detroit Board of Education*, 431 U.S. (1977), <https://caselaw.findlaw.com/us-supreme-court/431/209.html>.

⁴ Mike Antonucci, "Union Report: 8 Ways the NEA Plans to Keep Power, Money, Members If SCOTUS Ends Mandatory Dues," *The 74*, October 25, 2017, <https://www.the74million.org/article/union-report-8-ways-the-nea-plans-to-keep-power-money-members-if-scotus-ends-mandatory-dues/>.

⁵ Thom Reilly and Akheil Singla, "Union Business Leave Practices in Large U.S. Municipalities: An Exploratory Study," *Public Personnel Management*, <https://journals.sagepub.com/doi/abs/10.1177/0091026017726774?journalCode=ppmd>.

⁶ Office of Personnel Management, "Official Time Usage in the Federal Government—Fiscal Year 2016," May 2018, <https://www.opm.gov/policy-data-oversight/labor-management-relations/reports-on-official-time/reports/2016-official-time-usage-in-the-federal-government.pdf>.

⁷ In Arizona, Phoenix City Council member Sal DiCiccio voted for approving union contracts, but was unaware that these collective bargaining agreements contained union release time provisions. DiCiccio called union release time “shocking” when he learned of the practice, and said: “Taxpayers should not be funding union activities. It should all come out of union dues.” Mark Flatten, “Money For Nothing: Phoenix Taxpayers Foot the Bill For Union Work,” Goldwater Institute, November 20, 2014, <https://goldwaterinstitute.org/article/money-nothing-phoenix-taxpayers-foot-bill-union-work/>.

⁸ In previous reports that inspected release time practices in Florida and Missouri, public employers responded to public records requests that they did not keep track of what activity is performed on release time. Trey Kovacs and Sal Nuzzo, “Union Time on the Taxpayer Dime” James Madison Institute, 2017, <https://www.jamesmadison.org/wp-content/uploads/2018/05/PolicyBrief-Unions-v03.pdf>. Trey Kovacs, “A Remedy for Taxpayer Giveaway to Unions,” Competitive Enterprise Institute, March 25, 2015, <https://cei.org/sites/default/files/Trey%20Kovacs%20-%20A%20Remedy%20for%20Taxpayer%20Giveaway%20to%20Unions.pdf>.

⁹ Trey Kovacs, “A Remedy for Taxpayer Giveaway to Unions,” *OnPoint* No. 200, Competitive Enterprise Institute, March 25, 2015, <https://cei.org/content/remedy-taxpayer-giveaway-unions>.

¹⁰ Trey Kovacs, “A Remedy for the Lone Star State’s Taxpayer Giveaway to Unions,” *OnPoint* No. 203, Competitive Enterprise Institute, July 23, 2015, <https://cei.org/content/remedy-lone-star-state%E2%80%99s-taxpayer-giveaway-unions>.

¹¹ Alex Napolioello, “Cops in this N.J. town got paid for vacation and golf on ‘union time,’” NJ.com, August 13, 2019, <https://www.nj.com/somerset/2019/08/cops-in-this-nj-town-got-paid-for-vacation-and-golf-on-union-time.html>.

¹² Jonathan Riches, et al., “Public Money for Private Gain: Legal Strategies to End Taxpayer-Funded Union Activism and Pension Spiking,” Goldwater Institute, June 10, 2014, http://goldwaterinstitute.org/sites/default/files/Release%20Time_0.pdf.

¹³ Office of Personnel Management, “Report to Congress on Official Time and Services by Unions Representing Federal Employees Fiscal Year 1998,” 1998, <https://www.opm.gov/policy-data-oversight/labor-management-relations/reports-on-official-time/#url=1998>.

¹⁴ Report to Congress on Official Time and Services by Unions Representing Federal Employees, Fiscal Year 1998.

¹⁵ Agreement between Louisville/Jefferson County Metro Government and Louisville Corrections Fraternal Order of Police Lodge #77 (2016-2023), Officers and Sergeants, accessed on August 21, 2019, https://louisvilleky.gov/sites/default/files/human_resources/contracts/u21_fop_corrections_officers_and_sergeants_-_11-14-2016_thru_6-30-2023.pdf.

¹⁶ FY 2013 “Association Leave Report,” Jefferson County Teachers Association, accessed on August 21, 2019, <https://www.scribd.com/document/350741807/Association-Leave-Report>

¹⁷ Agreement between Jefferson County Board of Education and Jefferson County Teachers Association, 2013-2018, https://www.nctq.org/dmsView/Jefferson_County,_KY_2013-2018.

¹⁸ *Ibid.*

¹⁹ Agreement between Jefferson County Board of Education and Jefferson County Teachers Association, 2018-2023, <https://www.jefferson.kyschools.us/sites/default/files/JCBE%20JCTA%20Contract.pdf>.

²⁰ Agreement between Jefferson County Board of Education and the Jefferson County Association of Educational Support Personnel American Federation of State County and Municipal Employees Local 4011, 2017-2021,

<https://www.jefferson.kyschools.us/sites/default/files/forms/JCBE%20AFSCME%20Agreement.pdf>.

²¹ Agreement between Jefferson County Board of Education and Teamsters Local 783, 2012-2017, <https://www.jefferson.kyschools.us/sites/default/files/forms/JCBE%20Teamsters%20Contract.pdf>.

Agreement between Jefferson County Board of Education and Service Employees International Union, July 24, 2018,

<https://www.jefferson.kyschools.us/sites/default/files/JCBE%20Plant%20Operators%20Contract.pdf>.

²² Marcia Ford Seiler; Ken Chilton, Albert Alexander, Gayla Cissell, Brenda Landy, Deborah Nelson, Sabrina Olds, Keith White, and Pam Young, “Analysis of Collective Bargaining Agreements in Kentucky Districts,” Research Report No. 377, Legislative Research Commission, Office of Education Accountability, accepted

December 7, 2010, by the Education Assessment and Accountability Review Subcommittee, <https://apps.legislature.ky.gov/lrc/publications/ResearchReports/RR377.pdf>.

²³ *Ibid.*, p. 21, Table 2.1.

²⁴ Liz Schlemmer, “JCPS and Union Make Deal to End Sickout—What Do Teachers Say?” 89.3 WPFL, March 8, 2019, <https://wfpl.org/jcps-and-union-make-deal-to-end-sickout-what-do-teachers-say/>.

²⁵ For an example of model legislation to eliminate release time see, “Prohibition on Paid Union Activity (Release Time) by Public Employees Act,” American Legislative Exchange Council, <http://www.alec.org/model-legislation/prohibition-on-paid-union-activity-release-time-by-public-employees-act/>.

²⁶ Kentucky Revised Statutes (KRS) 345.050 and 67A.6904, <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=45476>; <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=45471>.

²⁷ *Fayette County Education Association v. Hardy*, Ky. Appeals Court, 626 S.W.2d 217 (1980), <https://law.justia.com/cases/kentucky/court-of-appeals/1980/626-s-w-2d-217-0.html>.

²⁸ Kentucky Constitution, Section 179.

²⁹ *Valla v. Preston Street Road Water District No. 1*, Ky. Appeals Court, 395 S.W.2d 772 (1965), <https://www.leagle.com/decision/19651167395sw2d77211141>.

Cf. City of Louisville Municipal Housing Comm. v. Public Housing Administration, Ky., 261 S.W.2d 286 (1953).

³⁰ *City of Louisville Municipal Housing Commission v. Public Housing Administration*, Court of Appeals of Kentucky, June 5, 1953 261 S.W.2d 286, <https://law.justia.com/cases/kentucky/court-of-appeals/1953/261-s-w-2d-286-1.html>.

³¹ *Hayes v. State Property and Buildings Commission*, Ky. Supreme Court, 731 S.W.2d 797 (1987), <https://law.justia.com/cases/kentucky/supreme-court/1987/731-s-w-2d-797-1.html>.

³² *Hayes v. State Property and Building Commission*.

³³ *Dannheiser v. City of Henderson*, Ky. Supreme Court, 4 S.W. 3d 542 (1999), <https://casetext.com/case/dannheiser-v-city-of-henderson>.

³⁴ Kentucky Opinion of the Attorney General, 2-790 (Ky. A.G.), Ky. OAG 81-247, 1981 WL 142058.

³⁵ *Stovall v. Eastern Baptist Institute*, Ky., 375 S.W.2d 273 (1964). *Industrial Development Authority v. Eastern Kentucky Regional Planning Comm.*, Ky., 332 S.W.2d 274 (1960). The latter ruling held that fostering industrial development to alleviate unemployment is a public purpose. *Stovall, supra*, also holds that a public purpose exists if the end to be achieved bears a reasonable relation to the public interest or welfare and is within the scope of legitimate government activity.

³⁶ “Prohibition on Paid Union Activity (Release Time) by Public Employees Act,” American Legislative Exchange Council, approved by ALEC Board of Directors on July 3, 2012; reapproved by ALEC Board of Directors on November 16, 2017, <http://www.alec.org/model-legislation/prohibition-on-paid-union-activity-release-time-by-public-employees-act/>.