

SECONDARY AGREEMENT

between the

Michigan Department of Civil Rights



and the

**United Automobile, Aerospace
and Agricultural Implement
Workers of America**



for the
Human Services Unit
and the
Administrative Support Unit

Through December 31, 2024

Department of Civil Rights – UAW Secondary Agreement

Table of Contents

<u>ARTICLE</u>	<u>SECTION</u>	<u>PAGE</u>
ARTICLE 4	UNION RIGHTS	
	Section C – Bulletin Boards.....	1
	Section I – Access to Premises by Union Staff	1
	Section J – Union Presentation	1
ARTICLE 14	HOURS OF WORK	
	Section F– Wash-up Time	2
ARTICLE 15	OVERTIME	
	Section E –The Use of Compensatory Time.....	2
ARTICLE 18	UNION REPRESENTATION	
	Section A.3 – Steward Jurisdictional Areas	2
ARTICLE 19	LABOR/MANAGEMENT COMMITTEE MEETINGS	
	Section B – Representation: Department-level	2
	Section C – Scheduling: Departmental and Local-level	2
	Section D – Pay Status of the Union Representatives	3
ARTICLE 22	HEALTH AND SAFETY	
	Section C.5 – Buildings: Major Renovation or Reconstruction Employee Notification	3
	Section H – Protective Clothing	3
	Section K.2.b – Departmental Health and Safety Committees	4
	Section K.5 – Local-level Health and Safety Committees	4
ARTICLE 24	SUPPLEMENTAL EMPLOYMENT	
	4. – Procedure for Approval.....	5
ARTICLE 29	TRAINING	5
ARTICLE 34	PERMANENT-INTERMITTENT EMPLOYEES	
	3. – Minimum Call-in Guarantee.....	6
ARTICLE 35	MISCELLANEOUS BENEFITS	
	Section B – Tools and Equipment	6
	Section F – Lounge and/or Eating Areas	6
	Section G –Tuition Reimbursement.....	6
ARTICLE 49	INTEGRITY OF THE BARGAINING UNIT	
	2. – Procedure for Providing Program Information.....	6
ARTICLE 53	TERMINATION OF SECONDARY AGREEMENT	8

ARTICLE 4 – SECTION C
Bulletin Boards

When furnished by the Union, the Department of Civil Rights agrees to install a Union bulletin boards in a mutually agreed upon location in each work location:

- A. One (1) bulletin board in each of the offices.

ARTICLE 4 – SECTION I
Access to Premises by Union Staff

When non-Department employee Representatives and/or Officers of the Union arrive on the premises for conducting Union internal business as cited in the Primary Agreement, notice will be given to the Human Resources Office.

ARTICLE 4 – SECTION J
Union Presentation

The Employer shall notify the Union and the designated UAW Union Representative of a new departmental employee, who at the time of hire, was not a current State employee and member of the Bargaining Unit. This notification shall be no less than five (5) work days in advance of the employee's starting date. This notification shall include:

1. Employee's name;
2. Employee's classification;
3. Employee's identification number;
4. Hire date;
5. Work site address;
6. Employee's shift
7. Employee's work telephone number and email address, if available;
8. Supervisor's name;
9. Supervisor's telephone number and email address; and
10. Rate of Pay.

The Employer shall make a good faith effort to comply with all of the above information. If unable to supply this information five (5) work days in advance of the employee's starting date, the Employer shall provide, as soon as possible, but not later than, the Employee's starting date of employment.

A designated UAW Union Representative shall be allowed an opportunity to make a presentation to individuals in UAW Bargaining Unit classifications not to exceed one (1) hour and actual travel time, if applicable, without pay, to make a presentation to a new employee during formal orientation scheduled by the Employer. In case of a scheduling conflict, the Union's presentation shall take place within the first five (5) work days of employment or as mutually agreed upon.

The meeting shall take place at the employee's work or training site, on the new employee's work time, and in a private area or the designated Union Representative may elect to contact the new employee by State telephone up to one (1) hour, without pay, on work time.

Any pay provided for the presentation is governed by Civil Service Rules and Regulations.

ARTICLE 14 – SECTION F
Wash-up Time

Due to the nature of the work Bargaining Unit employees perform, wash-up time is not necessary; however, should this become necessary the parties agree to meet and confer.

ARTICLE 15 – SECTION E
The Use of Compensatory Time

The accumulation and use of compensatory time shall be in accordance with the Primary Agreement.

ARTICLE 18 – SECTION A.3
Steward Jurisdictional Areas

At work sites of fewer than 15 employees, the Union may designate a Steward to operate under this Section to represent employees at work sites covered by this Agreement. The Steward's jurisdictional area is the same as the work site. Where a Steward is not available at the work site, the employee will be represented as provided for under Article 18 of the Primary Agreement. Any pay provided to Chief Stewards and Stewards, or designees while representing employees under this Article is governed by Civil Service Rules and Regulations.

ARTICLE 19 – SECTION B
Departmental Labor/Management Committee Meetings Representation

At the Department-level, the Union Labor/Management Committee team shall consist of five (5) members plus a designated Health and Safety Representative (6 in total). The Union shall have the discretion of naming the team members for each scheduled meeting from their Union membership throughout the Department.

Another of those actions may be when either party believes an agenda item requires the presence of additional Union or Management representation for a portion of the meeting, the chief spokespersons may mutually agree to increase representation for the portion(s) of the meeting dealing with the agenda item(s).

ARTICLE 19 – SECTION C
Departmental and Local-level Labor/Management Committee Meetings Scheduling

It is agreed that only Departmental-level Labor/Management Committee meetings are necessary. However, nothing in this Article shall be construed to prohibit Local 6000 Union Representatives from meeting with supervision nor to restrict the scope of such discussions or to prohibit those persons who could best speak to the issues.

The Department and the Union agree Labor/Management Committee meetings are integral to good Labor/Management relations. Labor/Management Committee meetings, in addition to the twelve (12) monthly meetings provided for in the Primary Agreement, will be held by mutual agreement and such meetings shall not count against the twelve (12) monthly meetings.

Since the purpose of these meetings is to facilitate communications, to cooperatively discuss and to resolve issues of mutual concern, the chief spokesperson for the Union and the chief spokesperson for Management may from time to time meet to implement certain actions.

One of those actions may be that upon receipt of the Union agenda, the Department Chief Spokesperson will request to meet with the Union Chief Spokesperson to clarify agenda items, identify materials required for the meeting and arrange for their provision prior to the Labor/Management Committee meeting. When held, this meeting, in order to accomplish the above objectives, should be held approximately one week prior to the Labor/Management meeting.

ARTICLE 19 – SECTION D
Departmental Labor/Management Committee Meetings
Pay Status of the Union Representatives

Union members of the Departmental Labor/Management Committee team shall be allowed leave of up to eight (8) hours for the necessary travel and attendance at a Departmental Labor/Management meeting, including preparation time of up to four (4) hours prior to the meeting in accordance with Civil Service Rules and Regulations.

ARTICLE 22 – SECTION C.5
Buildings Major Renovation or Reconstruction Employee Notification

When major renovation or reconstruction of a work site is planned by the Department, building owner or Department of Technology, Management and Budget, employees will be provided prior written notification. Such notice will also be provided to the work site Union Health and Safety Representative, and in the absence of a Health and Safety Representative, the Chief Steward will receive the notice. In the absence of a Chief Steward, notice will go to UAW Local 6000. Such notice is to be provided at least fifteen (15) calendar days prior to the commencement of the major renovation or reconstruction. In the case of emergency situations, the notice shall be as soon as practicable.

ARTICLE 22 – SECTION H
Protective Clothing

If problems should arise concerning protective clothing, it is agreed that such problems will be a proper subject for Labor/Management Committee meetings. Current practices of providing protective clothing shall continue.

ARTICLE 22 – SECTION K.2.b
Departmental Health and Safety Committees

The Employer and the Union agree to establish a Health and Safety Committee. It shall consist of two members, one (1) from the Union and one (1) from Management, for the purpose of addressing health and safety issues in accordance with Article 22, Section K of the Primary Agreement.

In accordance with the provisions of the Primary and Secondary Agreements, it is the intent of the parties that:

- The advice of this committee, together with supporting suggestions, recommendations and reasons will be submitted to the appointing authority or designee for consideration and such actions as may be deemed necessary within thirty (30) days after each meeting;
- The committee work may include such things as compiling and distributing applicable health and safety information standards or acting in an advisory capacity in work site health and safety issues when mutually agreed;
- Health and safety complaints of an immediate nature received by either party shall be referred as quickly as possible to both the Union and the Department committee members for the purpose of discussion and possible mutual investigation of the complaint;
- When either party has knowledge of a building health and safety inspection, both the Union and Department committee members shall be notified;
- Department and Union committee members will notify each other of any health and safety reports regarding Bargaining Unit work sites each receives and make copies available;
- Copies of MIOSHA regulations will be provided for each work location;
- If health and safety issues cannot be resolved at the committee-level, they shall be discussed at the Departmental Labor/Management Committee meetings;
- The Department will advise the Department of Technology, Management and Budget or other appropriate authority of relevant committee recommendations; and
- Non-UAW Officers and Representatives may participate as a member on the Health and Safety Committee.

Alleged abuse of administrative leave by the Union or the refusal of Department's committee Representative to meet will be proper subjects of Departmental Labor/Management Committee meetings.

ARTICLE 22 – SECTION K.5
Local-level Health and Safety Committees

It is agreed that if problems should arise concerning health and safety issues in the out-state offices, such problems will be a proper subject for Department Health and Safety Committee meetings.

ARTICLE 24 – 4.
Supplemental Employment Procedure for Approval

Supplemental employment shall be in accordance with Article 24 of the Primary Agreement.

ARTICLE 29
Training

The Department of Civil Rights will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on their job. Employees may request training in specific areas when needed.

The Department of Civil Rights recognizes the need for ongoing training of all employees concerning subjects such as: advancements in information technology, new procedures in processing complaints, expansion or change in jurisdiction, the consequences of judicial decisions, etc. The Department will provide internal training as necessary on these subjects. Such training will generally be provided within ninety (90) days.

Formal training programs conducted by the Department shall provide employees with a statement of purpose, clear, understandable and measurable instructional objectives, an agenda, and an individual evaluation form. The evaluation, to be completed and submitted at the conclusion of the training, may be anonymous.

The Department of Civil Rights also recognizes that additional training given by other Agencies or organizations may be relevant and of direct aid to employees in the performance of their jobs. Pertinent notices and information about seminars, workshops, and other training opportunities as received by the Department will be electronically posted or forwarded to employees, and, upon request, to the designated Local Union Representative. Opportunities for training will be granted in an equitable manner. Such training would be subject to approval by the Employer as to the cost and content.

When selecting facilities for Department-sponsored training, the facility shall be barrier-free.

In the event the financial condition of the Department of Civil Rights will not allow funds for the specific training outlined, training will be conducted either on an office-by-office or region-by-region basis as the need arises.

Issues related to training shall be a proper subject for Labor/Management Committee meetings.

**ARTICLE 34 –3.
Permanent-Intermittent Employees Minimum Call-in Guarantee**

For the purpose of this Section, the minimum call-in guarantee for permanent-intermittent employees shall be three (3) hours.

**ARTICLE 35 – SECTION B
Tools and Equipment**

All tools and equipment required by the Department to be used by UAW-represented employees shall be provided by the Department. Such tools and equipment shall be maintained and safe to use.

The Employer shall not require any employee to purchase tools or equipment needed to perform the job.

Issues related to this Article are a proper subject for Department Labor/Management Committee meetings.

**ARTICLE 35 – SECTION F
Lounge and/or Eating Areas**

The Employer agrees to work with the Union in an attempt to provide employee lounge and/or eating areas in non-public places at all work locations as rapidly as possible. The Employer and the Union will seek solutions to the lounge and/or eating area problems in work locations through the monthly Labor/Management Committee meetings. Where no space can currently be made available, the Employer will discuss alternatives and request space for mutually agreed upon lounge and/or eating areas, if funds are available, when leases are up for renewal.

**ARTICLE 35 – SECTION G
Tuition Reimbursement**

The current practice of providing administrative leave for job-related continuing education units shall continue throughout the life of this Agreement.

**ARTICLE 49 – 2.
Procedure for Providing Program Information**

The Employer will continue to provide information regarding employees consistent with the Primary Agreement.

If the Employer utilizes programs such as those described in Article 49, Section A.2 of the Primary Agreement the Employer agrees to advise the Union fifteen (15) calendar days prior to implementation.

This notice will include:

1. The nature of the program;
2. The number of people involved;
3. A brief description of their duties;
4. Any funding to be provided by the Employer; and
5. The anticipated duration of the program.

Upon arrival of these program participants at a work site, local Management shall provide to the work site Representative designated by the Union:

1. The name(s) of the person(s) assigned to these program(s);
2. The nature of the work to be performed; and
3. The expected duration.

If there is any change in a program about which the Union has already received information, the Employer will notify the Union of the change as soon as the Employer becomes aware of the change.

The President or designee shall receive copies of the regularly generated reports. Upon request, other documents utilized to implement and maintain these programs specific to the work site shall be provided to the work site Representative designated by the Union.

**ARTICLE 53
TERMINATION OF THE SECONDARY AGREEMENT**

This Secondary Agreement, entered into this 2nd day of March 2022 between the Department of Civil Rights and the UAW, shall take effect upon the approval by the Civil Service Commission and shall remain in force through the life of the Primary Agreement.

FOR THE UNION:

FOR THE DEPARTMENT:

Todd Robertson
UAW Spokesperson

Bernita Kissane, HR Analyst