

# **SECONDARY AGREEMENT**

between the

**Michigan Department of Education**



and the

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



for the

**Administrative Support Unit**

and the

**Human Services Unit**

**Through December 31, 2024**

# Department of Education – UAW Secondary Agreement

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**ARTICLE 4 – SECTION C  
Bulletin Boards**

The Union shall authorize bulletin boards for the activities of all Bargaining Units it represents according to the following:

- A. At the John Hannah Building, there will be two (2) bulletin boards on each floor occupied by Department of Education employees.
- B. In all occupied buildings at the School for the Deaf where UAW Bargaining Unit members work.

Location of bulletin boards at the above facilities shall be mutually agreed upon by local management and the Department of Education employee appointed by the Union.

If the location of the bulletin boards become a concern of either party during the term of the Agreement, such concerns may be appropriate for discussion at Labor/Management meetings. Specific changes in location of the boards shall be based on mutual agreement between the parties.

**ARTICLE 4 – SECTION I  
Procedure to Access Premises by Union Staff**

Employee and non-employee Officers and Representatives of the Union shall be provided access to Department of Education premises as provided for in Article 4, Section I of the Primary Agreement. Upon arrival at a work site, the Union Representative shall advise the manager/supervisor in charge.

**ARTICLE 4 – SECTION J  
Union Presentation**

The Office of Human Resources will notify the Union and the designated Local Union Representative in writing when a formal orientation program is scheduled. Such notification will be five (5) working days in advance of the scheduled orientation.

The designated UAW representative's presentation shall be without pay on the employee's first week on the job.

Whenever there is a planned orientation, the Employer will allow the designated UAW Local 6000 Representative thirty (30) minutes for such presentation and the additional time needed for the Union to explain and process the Union cards (total time shall not exceed one [1] hour).

The Employer will notify the Union and the designated UAW Local 6000 Representative of all new Bargaining Unit employees five (5) work days prior to their first day on the job. The notification shall include:

1. Employee's name, telephone number and email address, if available;
2. Employee's classification;
3. Hire date;
4. Work site address;

5. Employee's shift;
6. Office of Human Resources contact name and phone number; and
7. Rate of Pay.

In the event the designated UAW Local 6000 Representative is unable to attend the scheduled orientation, the designated UAW Local 6000 Representative will have the opportunity to make a presentation on work time without pay to individuals in the UAW Bargaining Unit classification(s) within ten (10) working days from the first day of work of the new employee(s). The designated UAW Local 6000 Representative will be allowed thirty (30) minutes for such presentation and the additional time needed for the Union to explain and process the Union cards (total time shall not exceed one [1] hour).

The meeting shall take place at the employee's work or training site, on work time, and in a private area. The designated Union Representative may elect to contact the new employee by State telephone to make the presentation.

#### **ARTICLE 14 – SECTION F Wash-up Time**

It is agreed that the formal scheduling of wash-up time is unnecessary.

#### **ARTICLE 15 – SECTION E Use of Compensatory Time**

Each occasion an eligible employee (Code 1 as defined in Appendix A and B of the Primary Agreement) is requested to work overtime, the employee has the option, with supervisory approval, to be compensated in cash or accrued compensatory time at a rate of one and one-half (1½) hours for each hour of overtime, pursuant to the applicable provisions of Article 15 of the Primary Agreement.

When compensatory time credits have been accrued by an eligible employee for overtime work or work performed on a holiday, this accrued time shall be used at the convenience of the employee subject to supervisory approval based on criteria applicable to annual leave.

It is expected Code 3 (Code 3 as defined in Appendix A of the Primary Agreement) employees are normally present during the regular course of the workday. However, it is recognized that such employees may have demands on their time that will vary the normal work schedule. Since Code 3 employees are exempt from overtime and are not covered by compensatory time procedures, any such employee, with the prior approval of supervision, may vary the employee's normal workday. Under these circumstances, supervisory approved absences equal to approved excess hours spent on work-related duties will be granted without charge to leave credits. Such Code 3 employees will be considered as having completed the equivalent of a full pay period.

**ARTICLE 18 – SECTION A.3  
Steward Jurisdictions  
Work sites with less than 15 UAW Employees**

In the event that this becomes an issue, it will be an appropriate subject for Departmental Labor/Management meetings.

**ARTICLE 18 – SECTION B  
Chief Steward Jurisdictional Areas**

Chief Steward jurisdictional areas shall be in accordance with Article 18, Section B of the Primary Agreement.

**ARTICLE 19 – SECTION B  
Departmental Labor/Management Committee Meetings  
Number of Representatives**

Labor/Management Committee meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and resolve problems of mutual concern to the parties. To this end, the parties agree to resolve problems at the lowest possible level.

When Departmental meetings are scheduled for Department of Education employees, unpaid leave will be granted for seven (7) representatives. In addition, there will be one Health and Safety Representative appointed by the Union.

To encourage resolution of problems at the lowest possible level, the work sites and the number of representatives for which unpaid leave is granted are identified below.

<u>Work Sites</u>	<u>Number of Representatives</u>
Library of Michigan	1
Michigan School for the Deaf	2
John Hannah Building	Up to 3 per meeting

Additional representatives may be allowed to attend Labor/Management Committee meetings authorized above based on written mutual agreement between the Union and the Labor Relations Representative. The Union's request will not be unreasonably denied.

At the Departmental and Local-level Labor/Management Committee meetings, operational procedures for the conduct of meetings will be developed.

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

Departmental-level Labor/Management Committee meetings shall be scheduled upon the request of either party, but no more frequently than monthly, except as may be mutually agreed upon a case-by-case basis. Local-level Labor/Management Committee meetings shall be scheduled upon the request of either party, but no more frequently than quarterly, except as may be mutually agreed upon a case-by-case basis. For all Labor/Management Committee meetings, the requesting party shall present its requests in writing. A proposed agenda shall be submitted at least seven (7) days in advance of the meeting.

Multiple sessions concerning one agenda shall be construed as one meeting. If all items on the agenda for a Labor/Management Committee meeting are not discussed in one session, it shall be mutually agreed as to whether the items not discussed will be deferred to the next regular Labor/Management Committee meeting or whether they shall be continued in an extension of the current meetings.

**ARTICLE 19 – SECTION D**  
**Leave for Departmental/Local-level Labor/Management Committee Meetings**

Designated Union Representatives attending Labor/Management Committee meetings as authorized by Article 19, Section B of this Secondary Agreement shall be allowed unpaid leave.

A reasonable amount of preparation time will be permitted not to exceed one (1) hour immediately prior to a scheduled Departmental or office-level Labor/Management Committee meeting. Upon mutual agreement, additional time will be granted. The preparation time at the MSD shall be conducted during non-student contact hours.

**ARTICLE 22 – SECTION C.5**  
**Major Renovation or Reconstruction**

The Department is responsible for providing written notice to its employees and their Bargaining Unit Representatives of Department initiated major reconstruction or renovation.

When reconstruction or renovation of a facility is planned by the Department, employees shall be provided with prior written notification. Such notification shall be in the form of posting on work site bulletin board(s) and a memo to each employee in the planned construction area. Written notice will also be provided to the work site's Union Health and Safety Coordinator or Designee. This notice is to be provided at least ten (10) work days prior to the commencement of reconstruction or renovation. In emergency situations, as much notice as practicable will be given to employees.

**ARTICLE 22 – SECTION H  
Protective Clothing**

The Employer will furnish protective clothing and equipment in accordance with applicable standards established by the Michigan Department of Licensing and Regulatory Affairs.

Where protective items are required by rules and regulations for a particular job duty, no employee will be required to perform that duty without being provided with those items.

Any determination of protective items necessary in this Agreement will not be considered to be all inclusive as new regulations may present different needs.

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

The Department will establish and maintain a Departmental Health and Safety Committee. The Committee shall be composed of a cross section of Department personnel. The Committee will be established within thirty (30) calendar days of approval of this Secondary Agreement. The Union will appoint one (1) member who will represent all Bargaining Unit members in the Department. The Committee will meet quarterly or as needed by mutual agreement.

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

The Department will establish and maintain a Health and Safety Committee at the MSD and the John Hannah building. Each committee shall be composed of a cross section of Department personnel. The Union will appoint one (1) member to the committee who will represent the interests of all Bargaining Unit members at the work site. The Union members appointed to the various committees will be located at the work site.

Health and safety issues shall remain a proper subject for all level Labor/Management meetings.

**ARTICLE 24 – 4.  
Supplemental Employment Procedures**

If problems arise during the term of this Agreement, this will be a proper subject for Labor/Management meetings.

## ARTICLE 29 Training

The Department will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job. The Department will endeavor to provide training under the following conditions: at time of entry to a new position; whenever new technology is applied; when procedures for performing existing functions of unit employees are altered; or whenever an employee is transferred, reassigned, or bumped to a job with significantly different responsibilities. Such training shall begin in thirty (30) calendar days.

The Department will provide required training during normal working hours. However, it is recognized that on occasion training or in-service sessions may unavoidably run longer than the normal work day or that sessions may need to be held after normal working hours.

When the Department requires an employee to take additional education and/or training, it shall pay all tuition and fees necessary to enable the employee to receive credit for the required course or program along with travel, meals and lodging as allowed by the Standard Travel Regulations. The Department may require employees to attend training sessions. A two (2) week notice shall be given, whenever possible, to employees when training programs require travel away from the work location for more than one (1) day. The nature of the training shall be determined by the Department. Department designed training programs are to contain a statement of purpose and the instructional objectives of the course.

Employees may request training for the purpose of learning new technology. Employees may recommend the course or programs to provide the training. The Department reserves the right to specify the program to be attended.

For attendance at meetings, conferences, training sessions, or college courses that benefit the individual's professional growth, Bargaining Unit members will be granted up to twenty-four (24) hours of administrative leave per calendar year. These are sessions that enhance the staff member's professional growth rather than purely personal interests and attendance is not at the direction of the Department. Management retains the prerogative to review the request, determine if it is in the Department's best interest and whether operational concerns do not contraindicate the absence. The Department will pay for an individual's salary through granting administrative leave, and the employee will pay their own expenses.

The parties agree that whenever the Union identifies a specific program they feel would be beneficial to Bargaining Unit members, that program or any other training concerns shall be a topic for any level Labor/Management meeting.



**ARTICLE 34 –3.  
Minimum Call-in Guarantee**

The minimum call-in guarantee is three (3) hours.

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

Tools and equipment that the employee is required to use shall be furnished by the Employer. The Steward may request in writing that the business manager or designated representative at the school and the appropriate supervisor in the rest of the Department provide additional tools and/or equipment.

The parties agree the purchase of required tools and equipment is an appropriate subject for Labor/Management meetings.

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

The Department agrees to maintain separate lounge and/or eating areas where current practice so provides in accordance with all provisions of Article 35, Section F of the Primary Agreement. At building sites where space is not currently available, the Department agrees to permit the use of specified conference and meeting rooms as employee lounge and/or eating areas, provided that this space is not scheduled or needed for work-related activities.

Should the Employer propose to make any changes in the lounge/eating areas due to operational requirements, the Employer shall give the Stewards at the work site two weeks notification, when applicable. Proposed relocation sites, vending machines and furnishings are appropriate subjects for Labor/Management meeting discussions.

When a work site is being relocated, the Department will work with the Department of Technology, Management and Budget to provide for lounge and/or eating areas in the new space.

**ARTICLE 35 – SECTION G  
Tuition Reimbursement**

In the event that this becomes an issue, it will be an appropriate item for Departmental Labor/Management meetings.

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

When the Employer intends to implement any program of the type listed in Article 49-2 of the Primary Agreement, the Employer will give notice to the UAW Local 6000 President and the designated Joint Economic Efficiency and Employment Continuity Committee (JEECC) Representative at least thirty (30) calendar days prior to implementation. To the extent the information is available, the Employer's notification shall include the following information:

1. The program to be utilized;
2. Source of funding;
3. Copy of any executed program contract;
4. Any funding provided by the Employer;
5. The nature of the work to be performed or the services to be provided;
6. The expected duration of the program;
7. The number of and location(s) of work sites;
8. The number of person(s) expected to participate in the program;
9. Pay rate and benefits to be provided; and
10. Future plans for employment of enrollees, if applicable.

Upon arrival of a program participant at a work site, the Employer shall provide the following information to the UAW Local 6000 JEECC and designated Union Representative:

1. The name of the person assigned to the program;
2. A description of his/her job duties;
3. The expected duration of the position;
4. The work site location;
5. Name of immediate supervisor;
6. Program participant's work schedule; and
7. Pay rate and benefits to be provided.

Information on modifications or additions to existing programs shall be provided as soon as possible but no later than the effective date of such modification or addition.

Upon request, other documents utilized to implement and maintain these programs specific to the work site shall be provided to the designated UAW Local 6000 JEECC Representative and the designated UAW Local 6000 Representative.

**ARTICLE 53  
TERMINATION OF SECONDARY AGREEMENT**

This Secondary Agreement entered into this 24<sup>th</sup> day of May 2022 between the Department of Education and the UAW Local 6000, shall be effective upon ratification by the Union and approval by the Civil Service Commission.

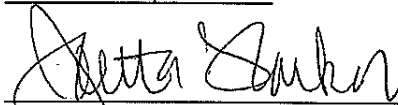
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For the Union:

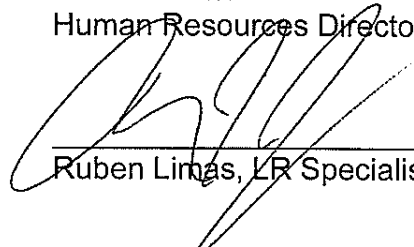


Celia Ontiveros  
UAW Local 6000 Representative

For the Department:



Joetta Parker  
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Ruben Limas, LR Specialist