

SECONDARY AGREEMENT

between the

**Michigan Department of Insurance &
Financial Services**



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

UAW-Michigan Department of Insurance and Financial Services 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 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 - Use of Compensatory Time.....	2
ARTICLE 18	UNION REPRESENTATION	
	Section A.3 Union Representatives and Jurisdictions.....	3
ARTICLE 19	LABOR-MANAGEMENT COMMITTEE MEETINGS	
	Section B – Labor/Management Committee Meetings Representations	3
	Section C - Labor/Management Committee Meetings Scheduling	3
	Section D - Pay Status of Union Representatives.....	3
ARTICLE 22	HEALTH AND SAFETY	
	Section C.5 - Major Renovations or Reconstruction.....	3
	Section H - Protective Clothing.....	4
	Section K.2.b - Departmental Health and Safety Committee.....	4
	Section K.5 - Local Agency or Facility-Level	4
	Health and Safety Committees	4
ARTICLE 24	SUPPLEMENTAL EMPLOYMENT	
	4. Supplemental Employment.....	4
ARTICLE 29	TRAINING	4
ARTICLE 34	PERMANENT-INTERMITTENT EMPLOYEES	
	3.	5
ARTICLE 35	MISCELLANEOUS BENEFITS	
	Section A - Clothing.....	5
	Section B - Tools and Equipment	5
	Section F - Lounge and/or Eating Areas	5
	Section G - Tuition Reimbursement	5
ARTICLE 49	INTEGRITY OF THE BARGAINING UNIT	
	2. – Procedure for Providing Program Information.....	6
ARTICLE 53	TERMINATION OF SECONDARY AGREEMENT	7

**ARTICLE 4 – SECTION C
Bulletin Boards**

Location shall be mutually agreed upon by local Management and the Department of Insurance and Financial Services (DIFS) employee appointed by the Union.

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

Access to non-public portions of the Department by non-employee Officers and Representatives of the Union will be in accordance with Article 4, Section I of the Primary Agreement.

**ARTICLE 4 - SECTION J
Union Presentation**

Whenever there is a planned group orientation, the Employer will allow the designated Union Representative up to one (1) hour of unpaid leave for a presentation. In the absence of planned group orientations, the designated Union Representative will be allowed up to one (1) hour of unpaid leave for a group presentation to newly hired Bargaining Unit employees in the building where the employees work. Employees located in the building where the presentation is scheduled shall be entitled to attend the Union presentation on work time for up to one (1) hour on the first week of employment, or at a mutually agreed upon time, but not more than one (1) time per month.

In instances where group presentations by the Union are not feasible, the designated Union Representative will be allowed up to one (1) hour of unpaid leave to meet with each new Bargaining Unit employee on the first week of employment or at a mutually agreed upon time. The designated Union Representative will be given a reasonable amount of unpaid time for travel purposes if there is not a Union Representative on site.

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

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

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. The designated Union Representative may elect to contact the new employee by State telephone to make a presentation.

ARTICLE 14 - SECTION F Wash-up Time

The formal identification of positions for which wash-up is authorized is unnecessary. Nothing in this Article shall be construed as a prohibition against continuing the current practice of allowing Bargaining Unit employees an opportunity to wash-up as needed.

ARTICLE 15 - SECTION E Use of Compensatory Time

Each time an eligible Bargaining Unit employee (Code 1 and Code 2 as defined in Appendix A and B of the Primary Agreement) is requested to work overtime, the employee shall be compensated in cash at one and one-half (1½) times the regular rate, or with the consent of the Employer, may elect to accrue compensatory time at one and one-half (1½) hours for each hour of overtime, pursuant to the applicable provisions of the Federal Fair Labor Standards Act, as amended.

When compensatory time credits have been accrued by an eligible Bargaining Unit 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.

Code 1 and Code 2 employees shall not be allowed to accumulate more than two hundred and forty (240) hours of compensatory time credits.

At the request of the employee and with the approval of the supervisor, accumulated compensatory time will be paid to the employee at the end of the fiscal year. Compensatory time not paid will carry over to subsequent fiscal years.

ARTICLE 18 - SECTION A.3
Union Representatives and Jurisdictions

Work sites with fewer than fifteen (15) UAW Bargaining Unit employees without a Steward at the worksite, shall be represented by a Chief Steward or Steward in the Department, or by a UAW staff member or designee.

ARTICLE 19 - SECTION B
Labor/Management Committee Meetings Representation

When Departmental meetings are scheduled, unpaid leave shall be granted for not more than nine (9) Union-designated Employee Representatives, and the Departmental Health and Safety Representative.

ARTICLE 19 - SECTION C
Labor/Management Committee Meetings Scheduling

Departmental and Local-level Labor/Management meetings shall be scheduled upon the request of either party, but not more frequently than monthly except as may be mutually agreed upon on a case-by-case basis. The requesting party shall present their request in writing at least seven (7) working days in advance of the scheduled meeting in the form of a statement of purpose for the meeting.

ARTICLE 19 - SECTION D
Pay Status of Union Representatives

Designated Representatives will be granted unpaid leave up to but not in excess of the employee's scheduled work hours on the meeting day for actual travel, preparation time and attendance at Labor/Management Committee meetings.

ARTICLE 22 - SECTION C.5
Major Renovation or Reconstruction

When major renovation, or reconstruction of a work area is planned by the Department, Department of Technology, Management & Budget (DTMB) or building owner, the employees in the affected area shall be provided with ten (10) work days prior written notification by the Department.

**ARTICLE 22 - SECTION H
Protective Clothing**

Protective clothing and equipment required by the Department including items determined by the Department to be necessary to protect the employee from biological hazards will be provided by the Department.

To the extent funds are available, the Department will provide employees whose jobs require them to do field work a cell phone.

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

The Department and the Union agree to establish a Joint Departmental Health and Safety Committee.

**ARTICLE 22 – SECTION K.5
Local Agency or Facility-Level Health and Safety Committees**

Health and Safety issues which arise at the Local-level shall be referred to the Departmental Health and Safety Committee.

**ARTICLE 24-4.
Supplemental Employment**

Supplemental employment procedures shall be in accordance with the Primary Agreement.

**ARTICLE 29
Training**

If the Department requires an employee to attend a training program, it shall be conducted as a part of the employee's work assignment, or administrative leave will be granted.

Civil Service training schedules are available on the State of Michigan Learning Center. If the employee desires to attend a training session, it is the employee's responsibility to submit a request to their supervisor through the State of Michigan Learning Center.

For attendance at meetings, conferences, training sessions, or college courses that benefit the individual's professional growth, Union members may request up to twenty-four (24) hours of administrative leave per calendar year.

**ARTICLE 34 - 3.
Permanent-Intermittent Employees**

The minimum call-in pay for permanent-intermittent employees shall be three (3) hours.

**ARTICLE 35 - SECTION A
Clothing**

If the Department requires employees to wear a uniform, those employees furnished uniforms which require dry cleaning will be cleaned at the Department's expense.

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

Tools and equipment which the Department requires the employee to use shall be made available by the Department.

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

The Department shall provide lounge and/or eating areas at all of its buildings in accordance with 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.

**ARTICLE 35 - SECTION G
Tuition Reimbursement**

Employees who are required by Civil Service to maintain a license and/or registration for continued employment in the classified service and/or required by the licensure body to satisfy continuing education unit requirements in order to maintain licensure shall be granted administrative leave for attendance and necessary travel time.

ARTICLE 49 - 2.
Procedure for Providing Program Information

In accordance with the Primary Agreement, the Employer will provide the following to the Union and designated JEEEC Representative which permits the Union to monitor the implementation of such program:

1. The program to be utilized;
2. The nature of the work to be performed or the services to be provided;
3. Hours of operation;
4. The number of positions to be utilized. The names of the individuals, when utilized, will be provided when available;
5. Source of funding for each position;
6. Program duration;
7. Pay rate and benefits available for enrollees;
8. Future plans for enrollees leading to State employment to the extent such information is available; and
9. Number and location of work sites.

Information should be provided at least thirty (30) calendar days prior to implementation of newly established programs. 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. Other documents utilized that would permit the Union to monitor the implementation of such programs will be provided to the Union and designated JEEEC Representative upon request.

If there are reports that are regularly generated that contain the information, they will be provided monthly to the Union and designated JEEEC Representative.

**ARTICLE 53
TERMINATION OF SECONDARY AGREEMENT**

This secondary agreement entered into this 25th day of February 2019 between the Department of Insurance and Financial Services (DIFS) and the UAW Local 6000, shall take effect upon approval of the Civil Service Commission and shall remain in force through the life of the Primary Agreement.

It is understood and agreed by the parties that this Secondary Agreement shall not supersede or conflict with any provision of the Primary Agreement.

FOR THE UNION:

FOR THE DEPARTMENT:

Ray Holman, Spokesperson

Lori May, Spokesperson
