

# **SECONDARY AGREEMENT**

between the

## **Michigan Department of Natural Resources**



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**

# Michigan Department of Natural Resources – UAW Secondary Agreement

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**ARTICLE 4 – SECTION C  
Bulletin Boards**

Mutually agreed upon bulletin board space shall be furnished by the Employer in each building where Bargaining Unit employees are stationed. Bulletin board(s) shall be at convenient/ reasonable access areas such as: lunch room, lounge, employee entrance area, hallway, coat room, locker room, or any other area similar to aforementioned areas which is a congregate area for Bargaining Unit employees and is not considered a public area. Should disagreement arise relative to the location of bulletin boards, it shall be subject to a Labor/Management Committee meeting at the request of either party.

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

The Employer agrees that Officers and Representatives of the Union shall be admitted to the non-public portions of the premises of the Employer during working hours. Upon arrival, the Officer/Representative will follow normal visitor sign-in and/or security procedures. The Union's designated Representative will not be unreasonably hindered or delayed in conducting their business. Only Employer-designated non-work areas and/or Employer-designated meeting areas may be used for the purpose of conducting Union business. Exceptions to allow the use of work areas may be made by work site Management. The Employer shall make every reasonable effort to provide adequate meeting space. This space shall be as private as physical conditions permit.

**ARTICLE 4 – SECTION J  
Union Presentation**

A. Notification

The Employer will notify the Union, in writing, of all new Bargaining Unit employees. The Union is defined as the President of UAW Local 6000.

This notification will include:

1. Employee's name;
2. Employee's classification;
3. Hire date;
4. Work site address;
5. Employee's shift, if available;
6. Supervisor's name; and
7. Rate of pay.

The Employer will make a good faith effort to provide notice by the employee's first day of employment, but not later than five (5) working days for a career employee(s) or within the first fifteen (15) working days for a non-career employee(s). The parties agree to meet to resolve any issues regarding timely notification to the Union, should they arise.

**B. Union Presentation**

The Union shall be provided up to forty-five (45) minutes unpaid leave for two (2) or less employees and no longer than one (1) hour unpaid leave for three (3) or more employees for the Union's presentation. The presentation shall be conducted within the employee's first five (5) working days for a career employee(s) or within the employee's first fifteen (15) working days for a non-career employee(s).

In the event of delayed notification to the Union and/or scheduled trainings in the employee's first week of employment, the Union shall be provided up to forty-five (45) minutes for two (2) or less employees or no longer than one (1) hour for three (3) or more employees for the Union's presentation. In such case, the Union's presentation for career employees shall occur within the employee's first ten (10) working days and within fifteen (15) working days for non-career employees.

The Union's presentation shall take place at the employee's work site, on work time and in a private area. Due to geographical distance, the Union's designated Representative may elect to contact employee(s) by telephone for the Union's presentation at the employee's work site.

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

Employees engaging in activities which necessitate wash-up shall be allowed necessary work time to do so.

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

The accumulation and use of compensatory time shall be in accordance with Article 15, Section B and Section F of the Primary Agreement, except as stated below.

The employee has the right to carry over eighty (80) hours of compensatory time or be paid in cash (a maximum of forty [40] hours) at the end of the fiscal year. Requests for payoff must be submitted in writing to their immediate supervisor between August 1<sup>st</sup> through August 15<sup>th</sup> of each year.

The scheduling procedure for the use of compensatory time by the employee shall be the same procedure used for scheduling annual leave.

**ARTICLE 18 – SECTION A.3  
Union Representatives and Jurisdictions**

The Union will designate the Stewards who will represent UAW Bargaining Unit employees at work sites having fewer than fifteen (15) employees covered by this Agreement. Such designations shall be made within reasonable geographic units so as to minimize travel time involved in representational activities. Stewards shall receive unpaid leave while representing employees and for related travel between work sites within the DNR.

**ARTICLE 19 – SECTION B**  
**Departmental/Local-level Labor/Management Committee**  
**Meetings Representation**

For the purposes of conducting Labor/Management Committee meetings as provided for in the Primary Agreement, Union representation shall not exceed five (5) Union Representatives, one (1) of whom shall be the Union appointed Health & Safety Representative, at the Departmental-level and shall not exceed three (3) Union Representatives at Local-level Labor/Management Committee meetings. UAW Local 6000 and International Staff Representatives shall be allowed to attend such meetings. The representatives present at any meeting shall be at the sole discretion of the Union.

Representatives beyond five (5) may be approved by mutual agreement for Labor/Management Committee meeting attendance for specific agenda items where such attendance is for the duration of the discussion of the specific agenda item(s).

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

Local-level Labor/Management Committee meetings at the Division, District, or Facility-level shall be scheduled and held at mutually agreeable times and places. These meetings may be held bi-monthly except as otherwise mutually agreed.

Items to be included on the agenda of these meetings shall be submitted at least ten (10) week days (Monday through Friday) in advance of the meeting to each party. If agenda items are not submitted by either party before a scheduled meeting date, such meeting shall not be held.

**ARTICLE 19 – SECTION D**  
**Departmental/Local-level Labor/Management Committee Meetings Unpaid**  
**Leave for Preparation and Travel Time**

Bargaining Unit employees will be permitted necessary unpaid leave to cover travel for one trip to the location of the Labor/Management Committee meeting and one trip to return home not to exceed eight (8) hours per attending employee, at the rate of one (1) hour for each fifty (50) miles or portion thereof, during normally scheduled work time.

Additionally, prior to the Labor/Management Committee meeting, each attending employee will be permitted up to four (4) hours of unpaid preparation time during normally scheduled work time at the meeting location.

**ARTICLE 22 – SECTION C.5**

**Buildings**

**Building Renovation and Reconstruction Employee Notification**

When major renovation or reconstruction of a building is planned, written notice will be given to the affected employees as soon as the Employer becomes aware, or at least ten (10) work days prior to the start of the project, or as soon as the work order is submitted to the DTMB.

**ARTICLE 22 – SECTION H**

**Protective Clothing**

The Employer shall provide and maintain protective clothing and gear necessary for Bargaining Unit employees to accomplish assigned and expected duties safely and effectively.

**ARTICLE 22 - SECTION K.2.b**

**Departmental Health and Safety Committee**

The Union may appoint one (1) Union Representative to the Departmental Health/Safety Committee as long as such Committee exists. The Union Representative will serve all Bargaining Unit employees. If the appointed representative is a Departmental employee, she/he will be on unpaid leave while participating in meetings of the Committee. Additionally, up to eight (8) hours of unpaid leave will be permitted for necessary travel to and from a Committee meeting during normally scheduled work time.

**ARTICLE 22 – SECTION K. 5**

**Local-Level Health & Safety Committees**

The Union may appoint one (1) UAW Departmental employee to serve as the Union's Representative on each District, Divisional and Work Site Health and Safety Committees providing such committees exist, and providing the Bargaining Unit working conditions are within the scope and purpose of such committees.

Each designated UAW Representative serving on a Local Health and Safety Committee shall be from the District, Division or work site holding the meeting.

Appointed representatives will be on unpaid leave while participating in Health and Safety Committee meetings.

Unpaid leave for purposes of travel will be allowed at the rate of one (1) hour for each fifty (50) miles or portion thereof, to and from the meeting site. Not more than eight (8) hours of unpaid leave will be authorized in one (1) day.

The Union shall furnish to the Employer in writing the names of the designated Union Representatives. Any changes shall be forwarded in writing to the Employer by the Union as soon as such changes are made.

**ARTICLE 24 – 4.  
Supplemental Employment  
Procedure for Approval**

Supplemental employment procedures will be in accordance with the Primary Agreement. Any disputes/disagreements will be a proper subject during Labor/Management Committee meetings.

**ARTICLE 29  
Training**

The Employer shall make every effort to provide training to employees when:

1. An employee is hired;
2. New technology requires training;
3. Procedures for performing existing functions are significantly altered; and
4. An employee is bumped, recalled, reassigned or transferred into a new or existing position.

The Employer will provide safety techniques training for those employees who are required to handle hazardous materials in accordance with MIOSHA standards.

Administrative leave shall be granted, upon prior written mutual agreement, for attendance at job related workshops, seminars, or other training not provided by the Employer. Where lack of funds is the only reason to disallow an employee to attend such training and the employee wishes to pursue it at her/his own expense, administrative leave shall be granted upon prior written mutual agreement.

The Employer, when possible, will give a minimum of two (2) weeks advance notice to employees who are to attend a training session. Attendance may not be required during a previously scheduled and approved employee leave.

Training announcements for Employer-sponsored and/or Civil Service Commission-sponsored training will be posted on the DNR Intranet, the Department of Natural Resources ([www.michigan.gov/dnr](http://www.michigan.gov/dnr)) and/or Civil Service websites ([www.michigan.gov/mdcs](http://www.michigan.gov/mdcs)). Employees will be notified through e-mail of all DNR required training.

Whenever the Employer requires an employee to take a college course(s), all appropriate costs associated with the course, including travel will be covered by the Employer.

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

The minimum call-in guarantee for permanent-intermittent employees will be three (3) hours when the employee is scheduled to work or called in to work.

**ARTICLE 35 – SECTION A  
Clothing**

The Employer shall provide all Bargaining Unit employees uniforms who are required to wear uniforms. The DNR shall furnish uniforms to UAW employees who have frequent or regular in-person contact with the public.

UAW employees shall be provided the “standard” uniform as outlined in the DNR Uniform Policy and Procedure 21.01.11. UAW employees shall be issued uniforms when required by the Employer.

When uniforms are required by the Employer, which require dry cleaning, the Employer shall reimburse all UAW employees for the cost of the dry cleaning.

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

The Employer shall provide and maintain in good working order all tools and equipment which are necessary to accomplish assigned and expected duties safely and effectively. An employee shall not be expected to perform tasks for which tools and equipment are not provided, nor to perform tasks which are beyond the capabilities of the tools and equipment provided by the Employer.

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

The Department agrees to make every reasonable effort to maintain lounge and/or eating areas in those locations where they now exist. The Department agrees to consider providing lounge and/or eating areas for those location(s) where there are none.

Concerns over lounges and/or eating areas shall be a proper subject for Labor/Management Committee meetings.

The Employer reserves the right to prohibit employees from eating lunch in certain areas. Employees will be notified of such prohibited areas.



**ARTICLE 35 – SECTION G**  
**Administrative Leave for Continuing Education Units**

Administrative leave shall be granted upon mutual agreement to obtain Continuing Education Units which will enhance that employee's job or career within the Department. The amount of administrative leave granted may include travel time.

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

Available information on the implementation of such programs as outlined in the Primary Agreement shall be provided to UAW Local 6000, thirty (30) calendar days prior to implementation. Supplying such information shall not serve to delay implementation of the program.

To the extent that it is available within the Department of Natural Resources the information shall include the following:

- a. Name and type of program;
- b. Number of persons and work sites;
- c. Source of funding;
- d. Program duration;
- e. Pay rate and benefits information; and
- f. Future plans for employment of enrollees, if any.

**ARTICLE 53  
TERMINATION OF SECONDARY AGREEMENT**

This Secondary Agreement entered into this 1<sup>st</sup> day of March 2022 between the Department of Natural Resources and the UAW Local 6000, shall be effective upon approval by the Civil Service Commission.

**For the UAW**

**For the Department**

\_\_\_\_\_  
Todd Robertson, Spokesperson

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Dale Lehman  
Labor Relations Manager

\_\_\_\_\_  
Edward Shaw