

# **SECONDARY AGREEMENT**

between the

**Prosecuting Attorney Coordinating  
Council (PACC)**



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**

**Prosecuting Attorney Coordinating Council (PACC)  
UAW Secondary Agreement**

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**ARTICLE 4 - SECTION C**  
**Bulletin Boards**

The Prosecuting Attorney Coordinating Council (PACC) will provide space on one (1) bulletin board not to be less than nine (9) square feet. The location of the bulletin board will be located in the 2<sup>nd</sup> floor break room.

Problems arising relating to the placement of the bulletin board shall be an appropriate subject for Labor/Management Committee meetings.

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

Upon arrival at the work location, the Union Representative will notify the Local Employer Representative of his/her arrival, identify the party or parties with whom he/she wishes to meet for the purposes described under this Article, and approximately the length of time the meeting will last. The Local Employer Representative will call the employee from his/her work station and provide a meeting place for the employee and the Union Representative.

**ARTICLE 4 - SECTION J**  
**Union Presentation**

The Employer will notify the Union within five (5) work days of the first day of employment of all new Bargaining Unit employees who, at the time of hire, was not a current State employee and a member of the Bargaining Unit. This notification will include:

1. Employee's Name;
2. Employee's Classification;
3. Hire Date;
4. Work Site Address;
5. Employee's Work Telephone Number and email address, if available;
6. Supervisor's Name;
7. Human Resources contact name, phone number and email address; and
8. Rate of Pay.

The Union shall be provided 45 minutes, including travel for the Union's presentation during the employee's first week of employment. Provided however, if there are more than three (3) employees at the presentation, the Union shall be provided up to one (1) hour, including travel. Any pay provided by the Employer for leave time and/or travel is governed by Civil Service Rules and Regulations. The Union orientation will be scheduled at the end of the employee's work shift or if a planned orientation is scheduled, the Union presentation may take place following the orientation session. The meetings shall take place at the employee's work site, in a private area. The Union's Representative may elect to contact employee(s) for orientation at the employee(s)' work site by telephone due to geographical distance.

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

Employees covered by this Agreement shall be allowed necessary wash-up time during working hours. Problems relating to wash-up time shall be a subject for Labor/Management Committee meetings.

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

Each time an eligible employee (Code 1 and Code 2 as defined in Appendix A and B of the Primary Agreement) is requested to work overtime, the employee has the option, upon recommendation of his/her supervisor and approval by personnel, to be compensated in cash or to accrue compensatory time at one and one-half (1 ½) hours for each hour of overtime, pursuant to the applicable provisions of the Federal Fair Labor Standards Act, as amended. The option of accruing compensatory time shall not be unreasonably denied. If denied, the reasons for such denial shall be in writing to the employee.

When compensatory time credits have been accrued by an eligible employee for overtime work, this accrued time shall be used subject to supervisory approval based on criteria applicable to annual leave.

Employees shall be entitled to accrue not more than eighty (80) hours of authorized compensatory time. If the employee does not use accrued compensatory time credits before the end of the fiscal year in which the credits have been earned, the Employer may elect to cash out any or all unused credits at the end of the fiscal year. Upon two (2) weeks written notice to the employee, the Employer may elect to cash out any compensatory time balance prior to the end of the fiscal year. Unused and/or those compensatory time credits not cashed out shall be carried over to the next fiscal year.

Timekeeping records shall be maintained for all employees to record the total number of hours in pay status on a daily basis. Accrued compensatory time will be displayed on the bi-weekly pay warrant.

**ARTICLE 18 - SECTION A.3**  
**Job Steward Jurisdictional Areas**

The Union will designate Job Stewards jurisdictional areas at work sites with fewer than fifteen (15) Bargaining Unit employees in accordance with Article 18 of the Primary Agreement.

**ARTICLE 19 - SECTION B**

**Departmental/Local-level Labor/Management Committee Meetings Representation**

Departmental Labor/Management

Union Officers and UAW Staff Representatives may attend the UAW-PACC's Departmental Labor/Management Committee meetings in addition to:

- Four (4) Union-appointed UAW members; and
- One (1) Union-appointed UAW Departmental Health and Safety Representative.

Local-level Labor/Management

Union Officers and Union Staff Representatives may attend the UAW-PAAC's Local-level Labor/Management Committee meetings in addition to two (2) Union designated PAAC UAW members.

**ARTICLE 19 - SECTION C**

**Departmental/Local-level Labor/Management Committee Meetings Scheduling**

Departmental/Local-level Labor/Management Committee meetings will be at the request of either party, not to exceed one (1) monthly, except by mutual agreement of the parties.

Agenda items will be exchanged between Union Representatives and the Employer Representatives at least seven (7) calendar days in advance of meeting date. If agenda items have not been submitted for a meeting, the meeting will not be held. The date of the meeting may be changed by mutual agreement of the parties. Departmental-level Labor/Management Committee meetings shall be scheduled at the PAAC work site(s).

**ARTICLE 19 - SECTION D**

**Departmental/Local-level Labor/Management Committee Meetings  
Pay Status for Preparation and Travel Time**

Leave shall be granted the day of any scheduled Labor/Management Committee meeting to all designated Labor/Management team members to allow travel time to and from the meetings and for attendance at such scheduled meetings. Any pay for preparation and travel time is governed by Civil Service Rules and Regulations.

Up to two (2) hours of leave per scheduled meeting shall be granted to the Union Chairperson of the Labor/Management Committee team as preparation time to develop the agenda for a scheduled Labor/Management Committee meeting and other related coordinative activities. In addition, up to one (1) hour of leave shall be granted to all members of the Labor/Management team as preparation time for a scheduled Labor/Management Committee meeting.

The Union Chairperson shall notify the designated Management personnel a minimum of forty-eight (48) hours in advance of the use of any preparation time. Such requests shall be subject to the operational needs of the Employer and shall not be unreasonably denied.

**ARTICLE 22 – SECTION C.5**  
**Buildings Renovation and Reconstruction Employee Notification**

When reconstruction or renovation of a building is planned by the Department or building owner, each employee shall be provided with written notification not less than ten (10) work days prior to the renovation and/or reconstruction of the building. Such notice shall also be provided to the Chief Steward/Job Steward and the work site UAW Health and Safety Representative. In the absence of a work site Chief/Job Steward and a work site Health and Safety Representative, such notice shall be provided to the UAW Local 6000's Health and Safety Representative.

**ARTICLE 22 - SECTION H**  
**Protective Clothing**

The parties agree that presently there does not exist a need for the issuance of protective apparel to protect the health and safety of employees against hazards they might reasonably be expected to encounter in the course of performing their assigned job duties within the PACC. Should any such situation arise it shall be a proper subject for discussions at Labor/Management Committee meetings.

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

Given that the work environment of the Bargaining Unit members in the PACC is exclusively an office environment and in recognition of the small size of the PACC, the parties agree that health and safety issues will be an appropriate subject for Labor/Management Committee meetings in lieu of the establishment of a Departmental Health and Safety Committee.

Should these problems go unresolved, the Statewide Joint Committee on Health & Safety will be informed.

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

The parties agree that a Local-level Health and Safety Committee shall not be established at this time and shall be a proper subject for discussions at Labor/Management 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 Employer will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job. The PACC 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 employees are altered; or whenever an employee is transferred, reassigned, or bumped to a job with significantly different responsibilities. Such training shall begin within thirty (30) work days. The method and type of training is within the Employer's discretion.

The PACC will provide required training during normal working hours where feasible. 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 outside normal working hours. In such instance, the Employer will make every attempt to reasonably accommodate the employee's circumstance in arranging training outside normal work schedules. However, the thirty (30) work day limit for training is waived in such instances.

When the PACC requires an employee to take additional educational 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 any other reimbursement as allowed by the Standardized Travel Regulations. The PACC reserves the right to specify the program to be attended.

**ARTICLE 34 -3.  
Permanent-intermittent Employees 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 and who after arriving at the work site, are advised they are not needed, or work less than three (3) hours.

**ARTICLE 35 - SECTION A  
Clothing**

The parties agree that the issue of furnishing uniforms and/or other apparel is not applicable to the PACC at this time.

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

Employees shall not be required to furnish any tools or equipment necessary for the completion of their job duties.

In accordance with current practice, within budgetary limitations, the PACC shall provide and maintain in good working order all tools and equipment which are required by the Employer for an employee to perform assigned tasks in a safe and competent manner.

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

The PACC agrees to make every reasonable effort to maintain a lounge and/or eating area in its office buildings.

The parties agree that concerns over lounges and/or eating areas shall be proper subject for Labor/Management Committee meetings.

Special needs will be taken into consideration, on a case-by-case basis, for handicapped employees.

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

Should the State enact a law requiring Continuing Education Units for a professional license required by the Employer of employees covered by this Agreement, administrative leave shall be granted to obtain Continuing Education Units directly related to the Bargaining Unit employee's current position.

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

The following program information, as outlined in the Primary Agreement, will be provided monthly to the UAW Chief Steward/Job Steward and to the Union:

1. Number of positions to be established;
2. Source of funding for each position;
3. Benefits package available for enrollees;
4. Which program are these enrollees being hired under;
5. Duration of employment;
6. Pay rate schedule; and
7. Future plans for employees when program runs out, i.e., if satisfactory, will those employees be hired, put on employment list, etc.

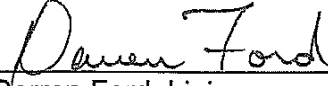
The above information should be provided at least fifteen (15) calendar days prior to implementation.



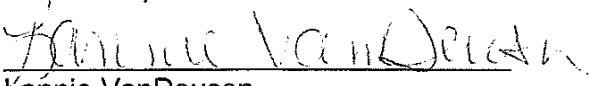
**ARTICLE 53**  
**TERMINATION OF SECONDARY AGREEMENT**

This Secondary Agreement entered into this 29<sup>th</sup> day of March 2022 between the Prosecuting Attorney Coordinating Council and the UAW Local 6000, shall be effective upon approval by the Civil Service Commission.

For the Union:

  
\_\_\_\_\_  
Darren Ford, Liaison

For the Department:

  
\_\_\_\_\_  
Lannie VanDeusen  
Human Resources Director