

SECONDARY AGREEMENT

between the

**Department of Technology,
Management and Budget**



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 - Department of Technology, Management and Budget
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 – New Employee Presentation	1
ARTICLE 14	HOURS OF WORK	
	Section F– Wash-up Time	2
ARTICLE 15	OVERTIME	
	Section E –Use of Compensatory Time	3
ARTICLE 18	UNION REPRESENTATION	
	Section A.3 – Job Steward Jurisdictional Areas	3
ARTICLE 19	LABOR/MANAGEMENT COMMITTEE MEETINGS	
	Section B – Representation at Departmental/Local-level Meetings	4
	Section C – Scheduling of Local-level Labor/Management Committee Meetings.....	4
	Section D –Departmental/Local-Level Labor/Management Committee Meetings Leave for Preparation and Travel Time	4
ARTICLE 22	HEALTH AND SAFETY	
	Section C.5 – Buildings: Major Renovation and Reconstruction.....	5
	Section H – Protective Clothing.....	5
	Section K.2.b – Departmental Health and Safety Committee	5
	Section K.5 – Local-level Health & Safety Committees	6
ARTICLE 24	SUPPLEMENTAL EMPLOYMENT	
	4. – Procedure for Approval	6
ARTICLE 29	TRAINING	6
ARTICLE 34	PERMANENT-INTERMITTENT EMPLOYEES	
	3. – Minimum Call-in Guarantee	7
ARTICLE 35	MISCELLANEOUS BENEFITS	
	Section A – Clothing	7
	Section B – Tools and Equipment.....	7
	Section F – Lounge and/or Eating Areas.....	7
	Section G – Administrative Leave for Continuing Education Units	8
ARTICLE 49	INTEGRITY OF THE BARGAINING UNIT	
	2. – Procedure for Providing Program Information	8
ARTICLE 53	TERMINATION OF SECONDARY AGREEMENT	9

ARTICLE 4 – SECTION C
Bulletin Boards

Bulletin boards shall be located in a conspicuous and accessible location in or adjacent to a recognized break area or a mutually agreed upon location. The number of boards will be at least one (1) per building unless additional boards are mutually agreed upon by both parties, with the exception of Cadillac Place where there shall be at least two (2).

The need for additional bulletin boards shall be a proper subject for Local-level Labor/Management meetings. The normal size of new bulletin boards will not exceed twelve (12) square feet. It shall be the responsibility of the Agency to obtain the approval of the building owner in order to install bulletin boards in non-state owned buildings. These boards will be used for Union postings only.

All Bulletin Boards shall be unobstructed and shall be posted at eye level. The exact location(s) will be determined in Local-level Labor/Management meetings.

ARTICLE 4 – SECTION I
Access to Premises by Union Staff

Upon arrival at the work site, the Union's Officer/Representative will check in, in the same manner as required of all visitors, notify a Management Representative of his/her arrival, identify the party(ies) with whom he/she wishes to meet, and the general purpose of the meeting. The Union's Officer/Representative will not be unreasonably hindered or delayed in the conducting of its business.

The Employer shall attempt to provide reasonable and adequate meeting space. This space shall be as private as physical conditions permit.

ARTICLE 4 – SECTION J
New Employee Presentation

The Union will provide the Human Resources Office with a list of all designated UAW Representatives including their work site locations and contact information.

The Human Resources Office will notify the Union of any newly hired Bargaining Unit member. The Union will receive via email, the member's committal letter on the same day it is issued to the member.

The Human Resources Office will notify the designated UAW Representative of any newly hired Bargaining Unit member. The designated UAW Representative will receive via email the member's committal letter within three (3) days of the initial notification to the Union.

The notification shall include the new member's:

1. Name, telephone number and email address, if available;
2. 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 Human Resources Office will provide the Union and the designated UAW Representatives with a schedule of all planned orientation sessions for the calendar year. If a planned new employee orientation session is not scheduled the first week of the new employee's hire date, the Union shall have the right to provide a Union presentation to the newly hired UAW employee(s) during their first month of employment.

The Employer agrees to allow the designated UAW Representative one (1) hour of leave, plus travel time to and from the location of the scheduled orientation, to make a presentation to new members at the conclusion of the above scheduled orientation.

If the designated UAW Representative is unable to meet with a new member during the above scheduled orientation, the designated UAW Representative may make a presentation to the new member, during the new member's regular work hours and, within the first month of the new member's employment. The time for such presentation must be arranged by the designated UAW Representative and must be pre-approved by the new member's supervisor.

The designated UAW Representative shall have one (1) hour of leave, plus travel time to and from the new member's work site, to make the presentation.

The presentation 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 a presentation.

Any pay provided by the Employer, under this section, is governed by Civil Service Rules and Regulations.

ARTICLE 14 – SECTION F Wash-up Time

It is agreed that the formal scheduling of wash-up time for members of Administrative Support and Human Services units in the Department of Technology, Management and Budget is unnecessary.

However, 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**

An employee may accumulate compensatory time in lieu of cash payment for overtime, provided there is written mutual agreement between the employee and supervisor. Employees may accumulate up to a maximum of sixty (60) hours. Agreement will not be unreasonably denied by the Employer.

Authorized compensatory time for Code 1 and Code 2 employees shall be provided to the timekeeper with a record of compensatory hours earned and such time shall be recorded in the time report. Accumulated totals shall be maintained on the employees pay stub in the same manner as annual and sick leave credits.

The Department of Technology, Management and Budget does not employ Code 3 employees at the present time. If the Employer hires Code 3 employees during the life of this Agreement, upon the request of either party, this Section shall be re-opened for negotiations.

If the employer does not permit a Code 1 or Code 2 employee to use accrued compensatory time credits before the end of the fiscal year in which the credits have been earned, the employee may carry over up to forty (40) hours of compensatory time into the next fiscal year. All remaining hours shall be paid at the employee's rate of pay on September 30th. To carry hours forward, the employee must notify the Human Resource Office by August 31st.

Compensatory time earned by Code 1 and Code 2 employees shall be credited at the overtime rate and pay off for these credits shall be based on total credits accrued. Code 3 employees are not eligible for cash pay off for time accumulated pursuant to the provisions of this Section.

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

The Union will designate the Stewards who will represent UAW represented workers 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 leave while representing employees or for related travel between work sites within the Department of Technology, Management and Budget in accordance with the above.

Any pay provided by the Employer, under this section, is governed by Civil Service Rules and Regulations.

ARTICLE 19 – SECTION B
Representation at Departmental-level Meetings

For the purpose of conducting Departmental-level Labor/Management Committee meetings as provided for in the Primary Agreement, the Union may designate up to six (6) Bargaining Unit Representatives from the exclusively represented units. In addition, there shall be one Health and Safety Representative appointed by the Union.

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

The parties agree Local-level Labor/Management Committee meetings may be held on a bi-monthly basis at the request of either party, provided an agenda is submitted at least seven (7) calendar days in advance of the meeting. Interim meetings may be held with mutual agreement of the parties. Local-level meetings may be held at the Division-level.

The meetings shall be held during normally scheduled work hours. The scheduling of such meetings shall be by mutual agreement.

The Union may designate up to three (3) Bargaining Unit Representatives. In addition, there shall be one (1) Local-level Health and Safety Representative appointed by the Union to participate in such Local-level meetings in accordance with the following schedule:

The designated Local-level Health and Safety Representative appointed by the Union shall be from the work site.

The Union Representative and the Department's Representatives shall be authorized to act on behalf of their constituents.

Any pay provided by the Employer, under this section, is governed by Civil Service Rules and Regulations.

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

Leave shall be granted the day of any scheduled Departmental/Local-level Labor/Management Committee meeting to all Union designated Labor/Management team members to allow travel time to and from the meetings and attendance at such scheduled meetings.

Up to two (2) hours of leave per scheduled meeting shall be granted to the Union Chairperson of the Labor/Management team and up to two (2) hours of leave shall be granted to all other members of the Labor/Management team as preparation time for a scheduled Labor/Management meeting. In addition, up to one (1) hour of leave shall be granted to the designated Union's Recording Secretary after the scheduled Labor/Management meeting for purposes of compiling and writing of minutes. All efforts will be taken to have this time utilized on the same day as the scheduled meeting. However, if this is not feasible, upon mutual agreement by the parties, this time will be utilized on the following work day.

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

Any pay provided by the Employer, under this section, is governed by Civil Service Rules and Regulations.

ARTICLE 22 – SECTION C.5
Buildings
Major Renovation and Reconstruction

Bargaining Unit employees shall be provided with prior written notification from the Employer whenever major renovation or reconstruction of a building is planned. Such notification shall be in the form of a memo to affected Bargaining Unit employees and also shall be posted on the work site bulletin board(s). Written notice will also be provided to the Union and its designated work site representative. This notice is to be provided to the parties at least ten (10) work days prior to the commencement of a major reconstruction or renovation, except in emergency situations. As much notice as possible will be given to the employees, the Union and the Union's designated work site representative prior to any work being commenced.

ARTICLE 22 – SECTION H
Protective Clothing

The Department shall provide and maintain protective clothing and gear required by the Employer and/or MIOSHA necessary for Bargaining Unit employees to accomplish duties safely and effectively. Subsequent to training and/or instruction, employees will be required to wear/use any clothing or gear provided pursuant to this Section.

Upon employee request, the Employer further agrees to provide any protective clothing and gear recommended by the manufacturer(s) and the Department-level Health and Safety Committee.

The Department shall notify Bargaining Unit members of the availability of such protective clothing and/or gear and the requirement of employees to use such protective clothing and/or gear.

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

The Department of Technology, Management and Budget and the Union agree to establish a Departmental Health and Safety Committee consistent with the provisions of the Primary Agreement. The Committee shall meet quarterly or more often by mutual agreement.

The charge of this Committee shall be to examine DTMB state-wide policy issues and problems associated with the health and safety of UAW Bargaining Unit employees.

The UAW Representative on this Committee will be permitted time off his/her regular job, including travel time for the attendance of Committee meetings, training sessions, or educational seminars which have been mutually agreed upon.

Any pay provided by the Employer, under this section, is governed by Civil Service Rules and Regulations.

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

Local-level health and safety issues shall be addressed at Local-level Labor/Management meetings.

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

The procedure for the approval of supplemental employment shall be in accordance with DTMB Supplemental Employment Policy 200.22.

**ARTICLE 29
Training**

Civil Service training announcements will be made available to all employees.

The Department agrees to endeavor to provide for and encourage the training and development of all employees within budgetary constraints. Objectives include sufficient training to enable all employees to effectively deal with circumstances normally met on the job, especially if job responsibilities are significantly altered.

The employee shall not be held responsible for procedures, processes, maintenance or operation of machinery and equipment without first being provided with such training. If such training is not initiated by the Employer, the employee shall submit a request in writing to the Employer for reasonable training necessary to perform their job responsibilities. If an employee requests training and the Employer refuses, the Employer will present in writing an explanation for denying training. All requests for training shall be given equal and fair consideration.

For all required training pertaining to performing job functions the Employer will be responsible for all tuition, fees, books, and any expenses allowed by the Standardized Travel Regulations. All required training shall be treated as work time.

To effectively deal with training issues and concerns, the affected Agency and the Union agree to discuss them in Agency-level Labor/Management meetings.

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

The Employer shall provide a minimum call-in guarantee of three (3) hours for permanent-intermittent employees.

**ARTICLE 35 – SECTION A
Clothing**

Uniforms and/or identifying insignia which are required by the Employer as a condition of employment will be furnished by the Employer.

Uniforms which are required and furnished by the Employer, which require dry cleaning, will be cleaned at the Employer's expense.

All other issues regarding clothing and reimbursement levels, including an annual review of this Section, will be among the issues referred to Labor/Management meetings.

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

All tools and equipment required by the Department to be used by Bargaining Unit employees shall be provided by the Employer. The Employer shall not require any employee to purchase tools or equipment needed to perform the job. It is mutually recognized that input from users of tools and equipment can be helpful information. Accordingly, 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 Employer agrees to provide adequate employee lounge and/or eating areas in non-public locations at all work sites where space and operational needs permit. The Employer shall be responsible for enforcing that the designated area is for employee use and not accessible to the general public.

In those work sites where a conference or meeting room has been designated for use as an employee lounge and/or eating area, the Employer will make every reasonable effort to ensure scheduling of the area for other purposes does not conflict with employee lunch schedules. In the event scheduling conflicts arise during the lunch or break periods, the Employer will make every reasonable effort to provide alternate space for lunch and breaks.

Employee lounge and/or eating areas shall be a proper subject discussed at Local-level Labor/Management meetings. If space is not available for providing or maintaining such lounge or eating area, the parties shall make every reasonable effort to develop options to meet the needs of the employees.

ARTICLE 35 – SECTION G
Administrative Leave for Continuing Education Units

Employees required by Civil Service to maintain a license, registration or certification as a condition of continued employment shall be granted administrative leave for attendance at approved required continuing education courses. The amount of administrative leave granted shall not exceed the minimum amount of time necessary to fulfill such requirements. Requests for such leave shall be submitted to the employee's supervisor at least ten (10) work days in advance.

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 or designee at least thirty (30) calendar days prior to implementation.

Notification shall include the following information:

1. The program to be utilized;
2. The nature of the work to be performed or the service(s) to be provided;
3. The expected duration and location of each program; and
4. The number of person(s) expected to participate in the program.

The UAW Local 6000 President or designee shall receive copies of regularly generated reports. Upon request, other documents utilized to implement and maintain these programs specific to the work site shall be provided to the designated Union Representative at the work site.

The Employer shall provide the names of person(s) assigned to these program(s) to the Union's designated work site Representative.

**ARTICLE 53
TERMINATION OF SECONDARY AGREEMENT**

This Secondary Agreement, entered into the 20th day of January 2022 between the Michigan Department of Technology, Management and Budget and the UAW Local 6000, shall take effect upon approval by the Civil Service Commission and shall remain in full force through the life of the Primary Agreement.

FOR THE UAW LOCAL 6000

FOR THE DEPARTMENT

Freida Michilizzi
Spokesperson

Frank Russell
Spokesperson