

SECONDARY AGREEMENT

between the

Department of Transportation



and the

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

for the

Administrative Support Unit

and the

Human Services Unit



Through December 31, 2024

Michigan Department of Transportation - UAW Secondary Agreement

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**ARTICLE 4 - SECTION C
Bulletin Boards**

Requests for UAW Local 6000 bulletin boards will be submitted by the Local 6000's Union President or his/her designee, to the Department, indicating the desired location of the boards.

Requests for UAW Local 6000 bulletin boards, exclusively for UAW Local 6000 use, will be granted on a basis of one (1) board for each work site where members of the Bargaining Unit are assigned, except in the Transportation Building, where there will be one (1) board on each floor. For the purpose of this Article, a work site is defined as an individual building.

At out-state locations where one (1) Bargaining Unit member is assigned, bulletin board space shall be made available for posting UAW Local 6000 notices and correspondences.

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

The Employer recognizes non-employee Officers and Representatives need to have access to their Bargaining Unit members. This access shall be permitted at the request of either party and shall be pre-arranged with the Employer Representative at the work site at least twenty-four (24) hours in advance, when possible. Upon arrival at the work site, the Union Representative(s) will notify the Employer Representative of their presence and the nature of the business to be conducted. For the purpose of this Article, the Employer Representative is defined as the first line supervisor of the parties with whom the Union wishes to meet.

Only Employer designated non-work areas and/or Employer designated meeting areas may be used for the purpose of participating in Labor/Management meetings, conducting Union internal business related to these Bargaining Units on non-work time of all participants, interviewing grievants, attending grievance hearings/conferences, and for other reasons related to the administration of the Primary and Secondary Agreements. Reasonable effort will be made by the Employer to provide for private conversations between the Union Representative(s) and the employee(s) affected.

**ARTICLE 4 - SECTION J
UAW Presentation**

In order to schedule the Union's presentation for new hires, the Union will be notified in writing of all new hires. The Employer shall make a good faith effort to provide such notification as soon as possible but no later than the employee's start date. The following information will be provided in the notification: employee's name; address; class and level; date of hire; work site address; hourly rate of pay; personnel liaison's name, email address and telephone number. The designated Local Union Representative will have the opportunity to make a presentation, on work time, to individuals in UAW Bargaining Unit

classifications during their first week of employment. The Union's presentation shall normally take place within sixty (60) calendar days of notification to the Union.

The Employer will provide space in a private area, where feasible, for the Union's presentation at the work site during the employee's normal working hours.

The Union Representative will be granted up to one (1) hour time off to make a presentation to the new employee(s). The Union Representative may be granted time off for necessary travel associated with making said presentation(s). State owned vehicles will not be used, nor subsistence provided, to make said presentation(s).

Any pay provided by the Employer for these meetings is governed by Civil Service Rules and Regulations.

ARTICLE 14 - SECTION F Wash-up Time

UAW Bargaining Unit members will be provided a maximum of five (5) minutes wash-up time, where applicable.

ARTICLE 15 - SECTION E Compensatory Time

When approved compensatory time credits have been earned by an employee for overtime worked, the employee shall have the choice of accumulating compensatory time credits or to receive overtime cash payment. Requests by employees to accrue compensatory time will not be unreasonably denied by the Employer. Use of compensatory time credits shall be subject to the same approval procedures as annual leave. Eighty (80) hours of compensatory time credits may be carried over to the next fiscal year. Any compensatory time credits exceeding eighty (80) will be paid off.

UAW Bargaining Unit employees will notify the Compensation and Benefits Unit, Office of Human Resources, in writing, not later than April 15th of the fiscal year of their intent to be paid for any unused compensatory time credits in accordance with the provisions of the Fair Labor Standards Act, as amended.

ARTICLE 18 - SECTION A.3 Steward Jurisdictional Areas

Work locations which have less than fifteen (15) UAW Bargaining Unit employees which do not have a Chief steward or Steward or designee at the work location shall be represented by the nearest UAW Chief Steward or Steward or designee available from within the county or contiguous county. Chief Stewards and Stewards, or designees shall receive leave while representing employees under this Article. Any pay provided to Chief Stewards and Stewards, or designees while representing employees under this Article is governed by Civil Service Rules and Regulations.

ARTICLE 19 - SECTION B
Departmental/Region-level Labor/Management Committee Meetings
Representation

For Departmental-level Labor/Management Committee meetings, the Union may have up to five (5) representatives.

For Region-level Labor/Management Committee meetings, the Union may have up to three (3) representatives.

The Union shall provide the Department (Labor Relations) with an agenda and a list identifying the Union's Representatives who are to attend the Labor/Management Committee meeting at least seven (7) calendar days in advance of the scheduled meeting date.

ARTICLE 19 - SECTION C
Region-level Labor/Management Committee Meetings Scheduling

Labor/Management Committee meetings at the Region-level will be scheduled at the request of either party, but not more frequently than monthly. The parties will strive to have an equal number of members from both sides and the UAW will designate its representatives.

Each item shall be summarized to allow for adequate preparation by the parties. If necessary, the Union or the Department may request further information regarding an agenda item prior to the meeting date. If agenda items are not submitted, the meeting will be canceled. Upon cancellation of a meeting, a tentative meeting date for the following month will be mutually agreed upon.

ARTICLE 19 - SECTION D
Labor/Management Committee Meetings Pay Status of the Union Representatives
(Leave for Preparation and Travel Time)

Union Representatives attending Departmental-level Labor/Management Committee meetings will be granted up to eight (8) hours of leave for the necessary travel, preparation time and attendance at such meetings. Meetings at the Department-level will begin at 10:00 a.m. unless otherwise mutually agreed to by the parties.

Union Representatives attending Region-level Labor/Management Committee meetings will be granted up to four (4) hours of leave provided the representatives are employed within the Region, for the necessary travel, preparation time and attendance at such meetings. Any pay provided by the Employer for these meetings is governed by Civil Service Rules and Regulations.

**ARTICLE 22 - SECTION C.5
Buildings (Major Renovation or Reconstruction)**

To the extent that it is available, when major renovation or reconstruction of a building is planned, employees will receive prior written notification at least ten (10) work days in advance.

Additional notification will be in accordance with the Primary, Article 22, Section C.

**ARTICLE 22 - SECTION H
Protective Clothing**

Whenever protective items are prescribed by MIOSHA for particular types of jobs, employees will not be expected to perform such duties until the required safety and/or protective items are provided.

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

The Department of Transportation and the Union agree health and safety working conditions are of mutual concern to all parties.

At the request of either party, the Department of Transportation agrees to meet with Union Departmental Representatives to discuss State-wide Departmental Health and Safety concerns as the need arises.

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

Local-level health and safety issues will be addressed by the Union's Departmental Health and Safety Representative and Management's Health and Safety Committee Representative.

**ARTICLE 24 - 4.
Supplemental Employment (Procedure for Approval)**

Requests for approval of supplemental employment shall be in accordance with the current Departmental procedure.

**ARTICLE 29
Training**

The Department of Transportation will endeavor to provide sufficient training to enable newly hired, promoted and continuing employees to effectively deal with circumstances normally met on the job, or whenever job responsibilities are significantly altered. Employees selected for training shall not refuse to attend such training unless they have received prior approval for the use of annual leave. When the Employer introduces new technology into the work place, applicable training, training materials and/or instruction shall be provided. When training materials and self-instruction are the only method of training offered, the Employer will set aside a reasonable amount of time for employees to complete such training.

The Department of Transportation will continue to notify all UAW Bargaining Unit employees of relevant training programs available through the Department and/or Civil Service. Subject to operational needs and the necessity of training and class size, qualified employees requesting training will be selected for training sessions fairly and equitably. When the Employer denies a training request, the Department shall provide the reason for the denial in writing.

When the Department requires an employee to take a course, the Department shall pay all tuition, fees, book expenses, and grant administrative leave for the employee(s) to attend such courses.

**ARTICLE 34 - 3.
Permanent-intermittent Employees (Minimum Call-in Guarantee)**

The Employer agrees to provide a minimum call-in guarantee of three (3) hours.

**ARTICLE 35 - SECTION A
Clothing**

The Employer agrees to negotiate the procedure for reimbursing employees in the event employees are required to wear dry clean only uniforms/apparel.

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

Management agrees to provide all necessary equipment of good quality/capabilities which will be properly maintained for employees to perform their work.

Supervisors may solicit input into the selection and specifications of tools/equipment before purchase, if possible.

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

Whenever the Department modifies an existing facility where space for lounge and/or eating area is not available, or builds a new facility, the Department will make space available for a lounge and/or eating area within thirty (30) calendar days whenever possible.

**ARTICLE 35 - SECTION G
Tuition Reimbursement (Administrative Leave for Continuing Education Units)**

Employees, who in the course of their current position are required to obtain Continuing Education Units (CEU), shall receive administrative leave to attend such courses.

**ARTICLE 49 - 2.
Integrity of the Bargaining Unit (Procedure for Providing Program Information)**

When the Department utilizes individuals from volunteer or work experience programs, as listed in Article 49-2. of the Primary Agreement, it will provide available information regarding the program to the designated Union Representative.

To the extent information is available, the Union shall be provided with the following:

1. The name of the program utilized;
2. The name(s) of person(s);
3. The nature of the work/service to be provided;
4. The duration of the assignment;
5. The work location; and
6. The pay rate.

Such information shall be provided within fourteen (14) calendar days after the individual(s) date of hire.

**ARTICLE 53
TERMINATION OF THE SECONDARY AGREEMENT**

This Agreement, entered into the 25th day of January 2022 between the Michigan Department of Transportation 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.

Freida Michilizzi, Spokesperson

Megan Dover, Spokesperson

Twyla Chinn

James Miller

Karen Patrick Davis