

SECONDARY AGREEMENT

between the

**Michigan Department of Agriculture
& Rural Development (MDARD)**



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 Agriculture and Rural Development – UAW
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 – 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	2
ARTICLE 19	LABOR/MANAGEMENT COMMITTEE MEETINGS	
	Section B – Representation: Departmental/Local-level	2
	Section C – Scheduling: Local-level	3
	Section D – Unpaid Leave for Preparation and Travel Time	3
ARTICLE 22	HEALTH AND SAFETY	
	Section C.5 – Buildings: Major Renovation or Reconstruction	3
	Section H – Protective Clothing	3
	Section K.2.b – Departmental Health and Safety Committee	3
	Section K.5 – Local-level Health and Safety Committees	4
ARTICLE 24	SUPPLEMENTAL EMPLOYMENT	
	4. – Procedures for Approval	4
ARTICLE 29	TRAINING	4
ARTICLE 34	PERMANENT-INTERMITTENT EMPLOYEES	
	3. – Minimum Call-in Guarantee	4
ARTICLE 35	MISCELLANEOUS BENEFITS	
	Section A – Clothing	4
	Section B – Tools and Equipment	4
	Section F – Lounge and/or Eating Areas	5
	Section G – Administrative Leave for Continuing Education Units	5
ARTICLE 49	INTEGRITY OF THE BARGAINING UNIT	
	2. – Procedure for Providing Program Information	5
ARTICLE 53	TERMINATION OF SECONDARY AGREEMENT	6

**ARTICLE 4 – SECTION C
Bulletin Boards**

The Department shall furnish space for and arrange for the installation of one (1) UAW bulletin board on the 6th floor of the Constitutional Hall, and one (1) at each of the laboratory buildings. Requests for the installation of such bulletin boards will be submitted by the designated Union Representative to the Supervisor of the Operational Services and Central Licensing Division or the Director of the Laboratory as appropriate. The installation will be at a mutually agreed upon location.

The specific location of additional bulletin boards shall be the proper subject for Labor/Management meetings at the request of either party.

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

Employee and non-employee officers and representatives of Union shall be provided access to Department of Agriculture & Rural Development premises as provided for in Article 4, Section I of the Primary Agreement. Upon arrival at a work site, the Union's Representative shall advise the Employer in charge of his/her presence. If space to meet with the employee is needed, the manager will attempt to accommodate such a request.

**ARTICLE 4 – SECTION J
Union Presentation**

The Employer will allow each new employee to meet with a Union Representative, at the work site, for up to one (1) hour within the employee's first five (5) working days.

The meetings shall take place at the employee's work or training site, on work time, and in a private area. Due to geographical distance, the Union Representative may elect to contact employee(s) by telephone for orientation up to one (1) hour, on work time, at the employee's work site/location. The Union's designated MDARD Chief Steward or Job Steward making the presentation to new MDARD employees will be unpaid leave for the length of presentation and necessary travel time. Any pay provided by the Employer is governed under Civil Service Rules and Regulations.

The purpose of such meetings is to allow the Union to address its organization, its rights, and obligations as the exclusive representative.

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, if available;
2. Employee's classification;
3. Hire date;
4. Work site address;
5. Employee's shift;
6. Human Resources contact name, telephone number and email address; and
7. Rate of pay.

The Employer shall make a good faith effort to comply with all of the above information. If unable to supply this information five (5) work days in advance of the employee's starting date, the Employer shall notify the Union and designated Union Representative as soon as possible but not later than the employee's starting date of employment.

ARTICLE 14 – SECTION F
Wash-up Time

Reasonable wash-up time will be granted when necessary during the regular work period.

ARTICLE 15 – SECTION E
Use of Compensatory Time

Compensatory time is defined as the time credited to eligible employees for overtime work in lieu of payment for same. It shall be credited at the same overtime rate that overtime compensation is computed. Accrued compensatory time credits will be treated in the same fashion as annual leave credits except as noted in the Primary Agreement. If mutually agreed upon, accrued compensatory time credits, up to 120 hours per eligible employee, may be carried over from one fiscal year to the next.

ARTICLE 18 – SECTION A.3
Union Representatives and Jurisdictions

The Union will designate Stewards within Union's jurisdictional areas for representation of work sites with fifteen (15) employees or less.

Stewards will be granted unpaid leave for travel time. Any pay provided by the Employer is governed under Civil Service Rules and Regulations.

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

The number of Union Representatives to participate in Department-level Labor/Management Committee meetings shall be three (3) Bargaining Unit Department employees. A Union Staff Representative shall be allowed to attend such meetings, if requested.

Upon mutual agreement, a reasonable number of additional Union Representatives may, on a case by case basis, attend Labor/Management Committee meetings without pay to participate in such meetings, based solely upon scheduled agenda matters. The presence of such additional representatives shall be limited to the discussion of agenda item(s) for which their attendance was required. Such items will normally be first on the agenda in order to minimize time away from the job. All such representatives shall be Department unit employees.

The Union will notify the Department at least seven (7) days in advance of scheduled meetings of the names of the representatives who will attend the meetings.

**ARTICLE 53
Termination of Secondary Agreement**

This Secondary Agreement entered into this 15th day of March 2022 between the Department of Agriculture & Rural Development and UAW Local 6000, shall be effective as of the approval by the Civil Service Commission.

For The Union:

For The Department:

Gary Vargo, Spokesperson

Dale Lehman, Labor Relations Manager
Quality of Life, Human Resources

Melanie Hart

Jessica Packard, Labor Relations Rep
Quality of Life, Human Resources

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

The parties agree that Local Labor/Management Committee meetings shall be held at the request of either party, provided that an agenda is submitted at least seven (7) calendar days in advance of the meeting. The meeting shall be held during normal scheduled work hours. Scheduling of such meetings shall be by mutual agreement. When the Union and/or Management Representatives determine that a proposed agenda item has potential effect on more than one Division and/or local office, the agenda item will instead be referred to the next Department-level Labor/Management Committee meeting.

**ARTICLE 19 – SECTION D
Unpaid Leave for Preparation and Travel Time**

Designated Union Representatives shall be permitted unpaid leave to attend scheduled Labor/Management meetings. Unpaid leave shall also be approved for reasonable travel time to and from such meetings and up to one (1) hour prior to the meeting for preparation.

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

**ARTICLE 22 – SECTION C.5
Buildings
Major Renovation or Reconstruction**

Employees will receive ten (10) week day prior notice when major renovations or reconstruction of a building is planned, except in emergency situations.

**ARTICLE 22 – SECTION H
Protective Clothing**

The Employer shall provide protective clothing and equipment required by the Employer and/or MIOSHA laws necessary for employees to safely perform their duties. Protective items required and furnished by the Employer shall be used by the employee in the performance of job duties for which the items are required. No employees will be required to perform a duty for which a protective item is required without first having been provided with the protective item.

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

The MDARD and the Union agree to maintain the Departmental Health and Safety Committee. The Union shall designate a member to serve on this committee, representing all Bargaining Unit members.

The frequency of the meetings and requirements for agenda items will be in accordance with Article 22, Section K.2.b of the Primary Agreement.

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

Local-level health and safety concerns shall be delegated to the Department-level Health and Safety Committee.

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

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

**ARTICLE 29
Training**

The Employer will make every effort to provide adequate training to enable employees to deal effectively with circumstances normally met on the job. Employees will be provided with necessary in-service training as determined by the Employer.

When the Employer requires the employee to attend a training session, the Department will pay all tuition, fees and material costs. In accordance with the Department's Educational Release Time Procedure, employees may request to attend a course that is directly related to their Civil Service Classification. Such requests shall not be unreasonably denied.

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

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

Minimum call-in pay for the Department of Agriculture & Rural Development shall be in compliance with Article 34 of the Primary Agreement.

**ARTICLE 35 – SECTION A
Clothing**

At this time the Department of Agriculture & Rural Development does not require any type of special clothing. Should the Department require such items in the future, the number and type of required wearing apparel, as well as cleaning of such apparel, shall be proper subjects for Labor/Management Committee meetings in accordance with Article 19 of this Agreement.

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

The Department of Agriculture & Rural Development agrees that when it requires the use of any specific equipment by the employees, that it will provide such equipment at no cost to the employees and maintain them in safe working order.

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

Where operational needs permit and space is available, the Employer shall provide an employee lounge and/or eating area in non-public locations.

The parties agree that concerns over lounges and/or eating areas shall be a proper subject for Labor/Management Committee meetings, either at a local or Department-level.

When the Department is considering buying, leasing, expanding or building new office space, availability of a lounge and/or eating area shall be a factor. The Department will make reasonable efforts to work with the Department of Technology, Management and Budget to provide for lounge and/or eating areas in this new space.

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

The Department of Agriculture & Rural Development has no positions which require Continuing Education Units.

**ARTICLE 49 –2.
Integrity of the Bargaining Unit
Procedure for Providing Program Information**

Whenever the Department utilizes services under this Section of the Primary Agreement, information necessary to monitor participation shall be provided to the designated Union Representative by the MDARD Human Resources. The following information considered necessary to monitor are the following:

1. The date of hire of each participant and name of program;
2. Work location of each participant;
3. Complete job description, including duties and funding source; and
4. Estimated hours of work bi-weekly.

The above information needed to monitor shall be provided within thirty (30) calendar days of the implementation of the program.