

SECONDARY AGREEMENT

between the

Michigan Department of Corrections



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 Corrections Secondary Agreement

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**ARTICLE 4 – SECTION C
Bulletin Boards**

The Department of Corrections will provide suitable unobstructed space for a bulletin board at each work site.

At institutions, an additional bulletin board may be requested and shall be approved within each work site for the employee dining room, administration building, infirmary and the school building.

The location, positioning and maintenance of new or relocated bulletin boards shall be a proper subject of local Labor/Management Committee meetings. Issues not resolved at the Local-level will be a proper subject for Departmental Labor/Management meetings.

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

At the request of either party, Labor/Management Committee meetings, grievant interviews, grievance hearings and conferences will be held outside the security area.

In those instances where access to security areas by non-employee Union Officers and Representatives, as guaranteed by the Primary Agreement, is warranted, these persons will not be required to participate in security checks or any other procedure which is not a part of everyday routine operations applicable to all other non-Departmental persons.

The Department does not need prior notice as a result; the “***notice upon arrival***” as stated in Section I of Article 4 is satisfactory.

**ARTICLE 4 - SECTION J
Union Presentation**

The Employer shall notify the Union or designated Union Representative of all new Bargaining Unit employees. This notification will take place five (5) week days in advance of the employee’s starting date, or by the employee’s starting date, if less than five (5) week days. The Employer will make a good faith effort to provide the following information, if available;

1. Employee’s Name;
2. Employee’s Classification;
3. Start date;
4. Work site address;
5. Employee’s shift;
6. Employee’s rate of pay;
7. Employee’s work telephone number and email address; and
8. Supervisor’s name, telephone number, and email address.

The designated Union Representative may contact the new employee(s) by state telephone or conduct the presentation in person with the employee (or group of employees whenever there is a scheduled group orientation) for up to one (1) hour, including actual travel time, without pay.

Upon the Union's approval, the designated Union Representative shall be approved for Buy Back Leave (BBL1) for necessary travel in excess of the approved time off. Subject to the operational needs of the Employer, the Employer agrees to waive the notice requirement in Article 7, Section A.2 and A.3 of the Primary Agreement for purposes of travel for the presentation.

The presentation will typically occur on the first day of employment; if not, the presentation will be scheduled during the first week of employment.

If an interdepartmental transferee requests in writing a Union presentation within thirty (30) days of his/her transfer, then a designated Union Representative will be allowed up to one (1) hour, including actual travel time, without pay for the presentation.

For individual or group presentations, the Employer will provide a private area with adequate seating.

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

ARTICLE 14 – SECTION F
Wash-up Time

The parties have decided not to identify positions for which wash-up time will be authorized, however employees, who in the course of their duties have clothes soiled to the extent of their health or the health of those with whom they come in contact is jeopardized, or whose clothing is so soiled or damaged that the employee is not reasonably presentable, shall not be unreasonably denied necessary administrative leave, not to exceed two (2) hours, to return home for the purpose of washing up and/or changing clothes. If additional time is requested, annual leave will be approved. Travel expenses will not be authorized.

Should new Bargaining Unit classifications be added to the Department; or, should new duties be assigned to current Bargaining Unit classifications in the Department where wash-up time becomes an issue that cannot first be resolved at Local-Level Labor/Management Committee meetings, the issue of wash-up time shall be a proper subject for departmental Labor/Management Committee meetings.

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

Code 1 Employees in classifications listed in Appendices A and B of the Primary Agreement are eligible for compensatory time. Such employees may, by mutual agreement, receive compensatory time off for overtime hours worked in lieu of cash payment for such hours worked up to a limit of 240 hours. These hours will be banked in the “Compensatory Leave” column of the Payroll/Personnel System at the overtime rate. End of fiscal year balances may be carried forward to the next fiscal year up to a limit of eighty (80) hours. During the period of March 1-15 of each year, an employee may request, in writing, to be paid for any accrued compensatory time.

Code 2 employees in classifications listed in Appendices A and B of the Primary Agreement are eligible for compensatory time. Such employees may, by mutual agreement, receive compensatory time off for overtime hours worked in lieu of cash payment for such hours worked up to a limit of 240 hours. These hours will be banked in the “Compensatory Leave” column of the Payroll/Personnel System at the overtime rate. End of fiscal year balances may be carried forward to the next fiscal year up to a limit of eighty (80) hours. During the period of March 1-15 of each year, an employee may request, in writing, to be paid for any accrued compensatory time.

Code 3 Employees in classifications listed in Appendix A of the Primary Agreement are eligible for compensatory time. Such employees shall be entitled to absences from work without charge to leave credits by compensatory time in accordance with the Primary Agreement. Compensatory time credit will be earned for those hours worked with supervisory approval in excess of eighty (80) hours bi-weekly. These hours will be banked in the "Compensatory Leave" column of the Payroll/Personnel System on a straight hour-for-hour basis. The bank will have a one hundred hour (100) cap and will be used before using annual leave unless the employee is at the annual leave cap. End of fiscal year balances will be carried forward to the next fiscal year. During the period of March 1-15 of each year, an employee may request, in writing, to be paid for any accrued compensatory time.

For Code 4 employees, compensatory time can be accrued without supervisory approval when supervision is unavailable on site or by telephone. Supervision may establish conditions under which pre-approved compensatory time is authorized, whereby an attempt to contact the supervisor is not required. These hours will be banked in the "Compensatory Leave" column of the Payroll/Personnel System at the overtime rate. The bank will have a one hundred hour (100) cap and will be used before using annual leave unless the employee is at the annual leave cap. End of fiscal year balances will be carried forward to the next fiscal year. During the period of March 1-15 of each year, an employee may request, in writing, to be paid for any accrued compensatory time that they have been denied usage of, as evidenced by denial of their written request.

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

Work locations which have less than fifteen (15) Bargaining Unit employees without a Steward or designee at the work location shall be represented by the nearest UAW Chief Steward, Job Steward or Designee available from within the county or contiguous county. Chief Stewards, Job Stewards, or Designees shall be permitted time off while representing employees under this Article. Any pay provided by the Employer is governed under the Civil Service Rules and Regulations.

This Section shall not diminish the representation activities authorized a Chief Steward under Article 18, Section B of the Primary Agreement.

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

For Department-level Labor/Management Committee meetings, a maximum of ten (10) total designated UAW Representatives, plus the Departmental Health and Safety Representative, may attend such meetings.

For Regional Field Operations Administration Labor/Management Committee meetings, a maximum of seven (7) total designated UAW Representatives may attend such meetings.

For Facility or Bureau of Health Care Services Labor/Management Committee meetings, a maximum of four (4) total designated UAW representatives may attend such meetings.

For Central Office employees Labor/Management Committee meetings, a maximum of three (3) total designated UAW Representatives may attend such meetings. Such meetings shall be held bi-monthly where items are placed on the agenda.

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

Departmental-level Labor/Management Committee meetings shall be held monthly, except as may be mutually agreed on a case-by-case basis, in accordance with Article 19, Section C of the Primary Agreement. During months in which meetings are not held, the Union shall be authorized the preparation time provided in Section D of this Article.

Local-level Committee meetings shall be scheduled monthly. Where items are not placed on the agenda at least seven (7) calendar days in advance of scheduled meetings, such meetings need not be held. During months in which meetings are not held in FOA Metropolitan Territory, the Union shall be authorized the preparation time provided in Section D of this Article.

Mutually agreed to meetings outside of the schedule as provided for above will be scheduled as close as possible from the date the agenda was submitted to the facility head or FOA Assistant Deputy Director, or to the Union; however, such meetings shall be held within seven (7) calendar days (or mutually agreed upon date) from such submission.

The meetings will be held at the Local-level, except for the CFA camps which will be held at the parent Facility-level. In FOA, the Local-level meeting will normally take place with the Assistant Deputy Director and/or his or her designee; however, by mutual agreement, it may take place at the Local-level based upon the agenda items. In BHCS, the Local-level meeting will normally take place at the Bureau-level; however, by mutual agreement, it may take place at the Facility-level, based upon the agenda items.

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

For Department level Labor/Management Committee meetings, the Union shall be authorized eight (8) consecutive hours of preparation time, including travel time without pay, not to exceed six (6) times per calendar year. For FOA Metropolitan Territory Committee meetings, the Union shall be authorized four (4) consecutive hours of preparation time, including travel time not to exceed six (6) times per calendar year, except by mutual agreement. Any pay provided by the Employer is governed under Civil Service Rules and Regulations. The Union shall provide a seven (7) calendar days' notice to the designated Department Representative for release of the designated UAW Representatives.

For the following Labor/Management Committee meetings, up to one (1) hour shall be provided for preparation time on the day of the Labor/Management Committee meeting, and leave shall be granted for the necessary travel time to and from the Labor/ Management Committee meeting (Any pay provided by the Employer is governed under Civil Service Rules and Regulations.)

1. Facility or Bureau of Health Care Services Labor/Management Committee meetings;
2. Central Office employees Labor/Management Committee meetings;
3. Regional Field Operations Administration Labor/Management Committee meetings;
4. For all other work site Labor/Management Committee meetings.

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

When major renovation or reconstruction of a building is planned, employees working in the building will receive prior notice not less than ten (10) week days before the start of renovation or reconstruction, provided that sufficient notice is provided to the Department's work site official. The Union's designated UAW Health and Safety Representative shall also be notified, through the office of the President of UAW Local 6000, P.O. Box 40720, Lansing, Michigan 48901-7920.

**ARTICLE 22 – SECTION H
Protective Clothing/Cell Phones/Keyless Entry**

The types of apparel and equipment items shall include, but not be limited to, biological, radioactive or chemical protective clothing, seasonal protective clothing, hard hats, and steel toed shoes or boots. Seasonal protective clothing shall include raincoats, gloves of need, insulated coats, insulated pants and insulated boots. The need, quantity and design of such clothing and equipment shall be determined at Labor/Management Committee meetings.

The Department agrees to equip newly leased or purchased state vehicles, to be used for field operations administration field work or home calls, with keyless entry systems.

In its efforts to minimize exposure to blood-borne diseases, the Department will adhere to recommendations promulgated by the Centers for Disease Control (Recommendations for Prevention of HIV Transmission in Health-Care Settings, CDC, August 21, 1987) and by the Department of Labor (Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus [HIV] Joint Advisory Notice; Department of Labor/Department of Health and Human Services; HBV/HIV. Federal Register, October 30, 1987.) Any procedures shall incorporate any applicable revisions of these documents.

The Department and UAW Local 6000 agree to establish a committee to explore the need for safety/tools and equipment for members required to supervise sentenced offenders.

The committee shall schedule their initial meeting within ninety (90) days of Civil Service approval of this Secondary Agreement. The committee will consist of two (2) Departmental designees and two (2) UAW Local 6000 designees. The committee will provide monthly updates thereafter to the MDOC State-wide Labor/Management Team.

The committee, by mutual agreement, shall make recommendations to the State-wide Labor/Management team.

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

A Departmental Health and Safety Committee shall be formed to deal with issues not resolved at the Local-level or issues which cross jurisdictional lines. Where health and safety problems exist after discussion at the Departmental-level, and/or when it is mutually agreed that an on-site inspection may assist in resolving the issue, the Union's Representative to the Department-level committee will be allowed to inspect that work site without pay. Reasonable requests for an on-site inspection by the Union's Departmental Health and Safety Committee Representative will not be denied. Each committee will be composed of one (1) Union Representative and one (1) Employer Representative. Additional people may be present as observers or witnesses upon mutual agreement. When the regular committee member is not available (both Local and Department Committees) the Union may designate an alternate who will attend committee meetings without pay. The Union's Representative attending Local or Departmental Health and

Safety meetings shall be permitted time off from scheduled work, or receive a work schedule adjustment which shall include reasonable travel time, without pay to attend such meetings.

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

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

The parties agree to establish a Health and Safety Committee at each institution within the Correctional Facility Administration. There shall be one (1) Health and Safety Committee for Central Office (Greater Lansing Area). In the Field Operation Administration, one (1) committee shall be established under both Field Operations Administrators. The Union will be allowed one (1) representative on each Health and Safety Committee. Bargaining Unit members on such committees will be employees from the Institution, Central Office, or FOA locality being represented.

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

Employees intending to engage in supplemental employment shall give written notice prior to the starting date of such employment. Such approval shall be obtained by submitting a notice to the employee's supervisor giving the name of the Employer, description of employment and the starting date. This notice shall meet the requirements under this Section unless denied in writing with reasons for denial by the Department after receipt of said notice. Request need not be renewed unless the nature of the supplemental employment changes.

**ARTICLE 29
Training**

Training/Retraining

At the time of employment or whenever new technology is applied, or whenever existing procedures for performing existing Departmental functions of Bargaining Unit employees are altered, the Department shall provide appropriate training to enable the employee to effectively deal with the job. Training, or appropriate notification when procedures are not complex, shall precede the implementation of new procedures. New employee training shall be completed within six (6) months of hire.

New/Changed Policy, Procedure, Rules

To be held accountable for new or changed policy, procedure or rules, employees must have been properly trained or notified with opportunity to review, when the policies, procedures or rules are not complex.

Formal Training Programs

Formal training programs conducted by the Department shall provide employees with a statement of purpose, clear, understandable and measurable instructional objectives, a daily agenda and an individual evaluation of the training to be submitted at the completion of training. Employees will have the right to submit their evaluations anonymously. The Union will have the right to review training evaluations twice a year and make recommendations in the development of subsequent training packages.

Mandatory Training

Any mandatory training program authorized by the Michigan Department of Corrections, Training Division, shall first be reviewed by the appropriate training committee. The Employer agrees that the Union can appoint an appropriate representative to training committees established to review training affecting this unit.

Any Parole/Probation Officer or Field Service Assistant shall receive overtime, for mandatory weapons training, received on non-scheduled work time, not provided by the Department, not to exceed eight (8) hours per year.

Administrative Leave

The Employer agrees an annual maximum of twenty-four (24) hours of administrative leave per employee will be authorized for attendance at an employee's job related, professional work shops, contact in applied educational areas and/or seminars. When an employee pays the expenses to attend training, while on approved administrative leave, by mutual agreement such training will be counted as mandatory training.

Firearms training is a properly approved program for administrative leave use for Parole/Probation Officers. The employee shall normally request such administrative leave at least two (2) weeks prior to the dates of absence from work.

Emergency Control Training

Bargaining Unit employees who are required to participate in emergency training exercises within the confines of a correctional institution will be afforded adequate instruction in the performance of these emergency duties.

Travel

All meals, travel and accommodation expenses for formal training programs will be provided at conference centers, training academies or packaged training programs. If not provided as stated above, reimbursement will be made in accordance with the State Travel Regulations. Any direct expense to the employee for mandatory training will normally be prepaid upon advance request in accordance with Standard Travel Regulations and DTMB procedures. The Department will not designate training sites as temporary work sites.

Notice of Training

The Department will normally give two (2) weeks advanced notice to employees who are selected for training, and not require training during previously approved employee vacations.

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

The Employer agrees to provide a minimum call-in guarantee of three (3) hours for permanent-intermittent employees who are 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**

Employees required to wear uniforms, identifying insignia and/or protective apparel will be furnished and/or reimbursed for required apparel. Reimbursement will be at the employee's discretion and shall be at the rates established in Labor/Management Committee meetings in accordance with the Primary Agreement upon employee showing proof of purchase.

Appropriate apparel for physicians, dentists and physicians' assistants will be issued at the request of the employee. The current practice of supplying shop coats, work clothing, white duck trousers and coats, and work shoes where appropriate will continue.

Registered nurses are required to wear uniforms and will be provided uniforms and shoes at the rate of six (6) pant style uniforms every eighteen (18) months as needed and two (2) pair of white, smooth-finished shoes every eighteen (18) months as needed. Replacement prior to the above schedule requires supervisory approval based upon normal wear in the specific job and/or damage during the course of employment.

Disputes regarding color and replacement for wear of uniforms and shoes shall be a proper subject of Labor/Management Committee meetings.

The Employer agrees that those furnished uniforms which require dry cleaning will be cleaned at the Employer's expense in accordance with current practices.

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

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

An employee shall not be required to engage in a job for which proper tools and equipment are not provided.

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

The Department will provide at least one (1) suitable lounge and/or eating area at each work site, provided space is available.

Concerns regarding the operation of lounge and/or eating areas shall be the proper subject of Local-level Labor/Management Committee meetings. Issues not resolved at the Local-level will be a proper subject for Department-Level Labor/Management Committee meetings.

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

The current practice regarding the granting of administrative leave for obtaining Continuing Education Units shall continue.

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

Information on such programs as is outlined in Article 49-2 of the Primary Agreement shall be provided to the Union thirty (30) calendar days prior to implementation and shall include the following:

1. Number of positions to be established;
2. Source of funding for each position;
3. Program or position duration;
4. Name and location of work sites; and
5. Pay rate and benefits to be provided.

For Prisoner/Employee Programs:

Upon their written request, the Union shall be provided or made available for review, a listing of all current prisoner assignments related to these Bargaining Units, not less than once per calendar year.

**ARTICLE 53
TERMINATION OF THE SECONDARY AGREEMENT**

This Secondary Agreement entered into this 17th day of March 2022 between the Department of Corrections and the UAW Local 6000, shall take effect upon the approval of the Civil Service Commission and shall remain in force through the life of the Primary Agreement.

It is understood and agreed by the parties that this Secondary Agreement shall not supersede or conflict with any provisions of the Primary Agreement.

FOR THE UNION

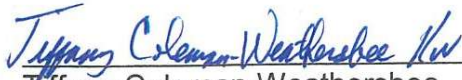
FOR DEPARTMENT OF CORRECTIONS



Kim Williams
Local 6000 Spokesperson



Angela Helm
Labor Relations Manager



Tiffany Coleman-Weathersbee



Tim Prendergast



Steven Karber



Lori Kissau



Miya Williamson



Sue Rondeau

**LETTER OF UNDERSTANDING
ARTICLE 35, SECTION B
Training and Carrying of Firearms
For Parole/Probation Officers and/or Field Service Assistants**

This Letter of Understanding establishes the conditions under which Parole/Probation Officers (Agents) and/or Field Service Assistants (FSA) may carry, handle, or use a handgun during the performance of their duties, and further, to establish standards for the safe storage, training in the use of and control of those handguns.

All Parole/Probation Officers and/or Field Service Assistants who elect to carry a handgun during the performance of their duties are subject to this Letter of Understanding.

A handgun may only be carried in the performance of duty or while going to or returning from those duties. A handgun may only be used as a defensive weapon, and only if the following conditions are met:

1. There is reasonable cause to believe that they are in clear and imminent danger of death or serious bodily injury resulting from an attack;
2. All nonviolent alternatives, including withdrawal from the scene have been attempted, time and circumstances permitting;
3. Verbal warnings or commands have been used, time and circumstances permitting. Agents/FSAs are prohibited from firing warning shots and from using a handgun to stop a fleeing offender. A handgun carried in the line of duty in a public place shall be concealed to prevent public concern and possible accidental confrontation with law enforcement officers or other individuals. Horseplay with a handgun is prohibited. Dry firing a handgun, other than at the range or during a training session, is prohibited.

It is the responsibility of each employee authorized to carry a handgun during the performance of his/her duties to ensure his/her handgun is clean and in good working order at all times. Handguns are not to be tampered with or altered in any way, except reconditioning (replacement of parts due to normal usage) by individuals authorized by the Department.

Authorization To Carry And Use A Concealed Weapon

An employee must comply with the following general conditions in order to carry and use a handgun:

1. A Department concealed weapon permit must be in the employee's possession whenever carrying the handgun;
2. Successfully complete the Departmental FOA Handgun Training Program, including obtaining a passing score on the qualification course of fire;

3. Annually thereafter successfully complete the Departmental FOA firearms re-qualification training program, including obtaining a passing score on a re-qualification course of fire;
4. Meet all state and federal requirements for carrying a handgun;
5. Only utilize ammunition authorized in accordance with the Department's Ordinance Standards Manual;
6. Wear a ballistic vest at all times while carrying the handgun on their person;
7. An employee shall not be required to carry a chemical agent unless made available by the Department.

Concealed Handgun Permit

Upon the Agent's/FSA completion of the above conditions, the Department will issue a concealed weapon permit within fifteen (15) working days. Permits shall remain valid until rescission with an annual requalification requirement.

Training and Documentation

The Training Section will develop and deliver a handgun training program no shorter than twenty-four (24) hours for a Parole/Probation Officer/Field Service Assistant initially qualifying to carry a handgun. This training program will be offered a minimum of every six (6) months. Training will include at a minimum:

1. Legal liabilities issues;
2. Non-lethal alternative to deadly force;
3. Weapons retention training;
4. Training and range qualification;
5. Safe storage of handguns at home and office;
6. Handgun cleaning and care.

Re-qualification will be scheduled quarterly. An employee may re-qualify only once a year without loss of pay. Annual update training of up to eight (8) hours will be held every year.

Annual Range Activity/Practice

The employee's supervisor shall authorize one (1) additional range activity/practice annually if the employee elects to participate.

The Training Division will provide a schedule of the dates, times, and range locations available for practice to each Regional Administrator. The Training Division will ensure that a Department-certified firearms instructor will be present during scheduled practice times to act as range officer. An employee making use of these range practices must follow the directions of the range officer.

Weapons Security and Storage

An employee authorized to carry a concealed handgun is responsible for the security of his/her handgun in accordance with department policy.

Each Parole/Probation field office shall provide a Department-approved handgun security cabinet(s) located in a secure room not readily accessible to the public or offenders. The handgun security cabinet(s) must be bolted to the floor or to a wall stud. If the employee is not allowed to carry the handgun into the office (i.e. courthouse), the employee shall be provided a gun box to safely store the handgun in his/her vehicle.

While present at a field office, employees must ensure that handguns, holsters and all ammunition are carried concealed on their person and in their direct physical control, locked in their vehicle in an approved gun box, or locked in the Department-approved handgun security cabinet. Handguns may not be stored for any period of time in file cabinets, purses, briefcases or desks.

A handgun may not be carried into or stored at a community corrections center. An employee authorized to carry a handgun who enters a correction center must have placed his/her handgun, holster, and all ammunition in a secure place before coming within view of the corrections center.

Reporting

An employee authorized to carry a concealed handgun must comply with all local restrictions regarding possession of a handgun. In every instance, except those listed below, where an employee displays, draws, or discharges a handgun while in pay status, or while going to or returning from work, or when off duty where an employee displays, draws, or discharges a handgun as part of an interaction with another individual(s), or when a law enforcement person is called, a Critical Incident Report must be filed:

1. During authorized training;
2. During target practice on a range.

If a handgun is discharged or drawn in the performance of an employee's duties, the employee will follow the reporting procedure as described in PD-01.05.120, "Critical Incident Reporting."