

SECONDARY AGREEMENT

between the

**Michigan Department of
Environment, Great Lakes, and Energy
(EGLE)**



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

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 Environment, Great Lakes, and Energy (EGLE) – UAW
Secondary Agreement**

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**ARTICLE 4 – SECTION C
Bulletin Boards**

Mutually agreed upon bulletin board space shall be furnished by the Employer in each building where Bargaining Unit employees are stationed. Bulletin board(s) shall be at convenient/reasonable access areas such as: lunch room, lounge, employee entrance area, hallway, coat room, locker room, or any other area similar to aforementioned areas which is a congregate area for Bargaining Unit employees and is not considered a public area. Should disagreement arise relative to the location of bulletin boards, it shall be subject to a Labor/Management meeting at the request of either party.

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

The Employer agrees that Officers and Representatives of the Union shall be admitted to the non-public portions of the premises of the Employer during working hours. Upon arrival, the Officer/Representative will follow normal visitor sign-in and/or security procedures. The Union's designated Representative will not be unreasonably hindered or delayed in conducting their business. Only Employer-designated non-work areas and/or Employer-designated meeting areas may be used for the purpose of conducting Union business. Exceptions to allow the use of work areas may be made by work site Management. The Employer shall make every reasonable effort to provide adequate meeting space. This space shall be as private as physical conditions permit.

**ARTICLE 4 – SECTION J
Union Presentation**

Because of the wide geographical area covered by our Bargaining Unit employees, 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 the new employee's work time, at the employee's work site/location. The Union's designated DEQ Chief Steward or Job Steward making the presentation to new DEQ employees will be granted unpaid leave for the length of presentation and necessary travel time.

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

Employees engaging in activities which necessitate wash-up shall be allowed necessary work time to do so.

ARTICLE 15 – SECTION E Use of Compensatory Time

The accumulation and use of compensatory time shall be in accordance with Article 15, Section B and Section F of the Primary Agreement, except as stated below.

The employee has the right to carry over eighty (80) hours of compensatory time or be paid in cash (a maximum of forty (40) hours) at the end of the fiscal year. Requests for payoff must be submitted in writing to their immediate supervisor between August 1st through August 15th of each year.

The scheduling procedure for the use of compensatory time by the employee shall be the same procedure used for scheduling annual leave.

ARTICLE 18 – SECTION A.3 Union Representatives and Jurisdictions

The Union will designate the Stewards who will represent UAW Bargaining Unit employees 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.

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

For the purposes of conducting Labor/Management Committee meetings as provided for in the Primary Agreement, Union Representation shall not exceed five (5) Union member Representatives, one (1) of whom shall be the Union appointed Health & Safety Representative, at the Departmental-level and shall not exceed three (3) Union Representatives at Local-level Labor/Management Committee meetings. UAW Local 6000 and International Staff Representatives shall be allowed to attend such meetings. The representatives present at any meeting shall be at the sole discretion of the Union.

Representatives beyond five (5) may be approved by mutual agreement for Labor/Management Committee meeting attendance for specific agenda items.

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

Local-level Labor/Management Committee meetings at the Division, District, or Facility-level shall be scheduled and held at mutually agreeable times and places. These meetings may be held bi-monthly except as otherwise mutually agreed.

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

Bargaining Unit employees will be permitted necessary unpaid leave to cover travel for one trip to the location of the Labor/Management Committee meeting and one trip to return home not to exceed eight (8) hours per attending employee, at the rate of one (1) hour for each fifty (50) miles or portion thereof, during normally scheduled work time.

Additionally, prior to the Labor/Management Committee meeting, each attending employee will be permitted up to four (4) hours of preparation time of unpaid leave during normally scheduled work time at the meeting location.

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

When major renovation or reconstruction of a building is planned, written notice will be given to the affected employees as soon as the Employer becomes aware, or at least ten (10) work days prior to the start of the project, or as soon as the work order is submitted to the DTMB.

**ARTICLE 22 – SECTION H
Protective Clothing**

The Employer shall provide and maintain protective clothing and gear necessary for Bargaining Unit employees to accomplish assigned and expected duties safely and effectively.

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

The Union may appoint one (1) Union Representative to the Departmental Health/ Safety Committee as long as such committee exists. The Union Representative will serve all Bargaining Unit employees. If the appointed representative is a Departmental employee, she/he will be on unpaid leave while participating in meetings of the committee. Additionally, up to eight (8) hours of unpaid leave will be permitted for necessary travel to and from a committee meeting during normally scheduled work time.

**ARTICLE 22 – SECTION K. 5
Local-Level Health & Safety Committees**

The Union may appoint one (1) UAW Departmental employee to serve as the Union's Representative on each District, Divisional and Work Site Health and Safety Committees providing such committees exist and provided the Bargaining Unit working conditions are within the scope and purpose of such committees.

Each designated UAW Representative serving on a Local Health and Safety Committee shall be from the District, Division or work site holding the meeting.

Appointed representatives will be on unpaid leave while participating in Health and Safety Committee meetings.

Unpaid leave for purposes of travel will be allowed at the rate of one (1) hour for each fifty (50) miles or portion thereof, to and from the meeting site. Not more than eight (8) hours of unpaid leave will be authorized in one day.

The Union shall furnish to the Employer in writing the names of the designated Union Representatives. Any changes shall be forwarded in writing to the Employer by the Union as soon as such changes are made.

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

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

ARTICLE 29 Training

The Employer shall make every effort to provide training to employees when:

1. An employee is hired;
2. New technology requires training;
3. Procedures for performing existing functions are significantly altered; and
4. An employee is bumped, recalled, reassigned or transferred into a new or existing position.

The Employer will provide safety techniques training for those employees who are required to handle hazardous materials in accordance with MIOSHA standards.

Administrative leave shall be granted, upon prior written mutual agreement, for attendance at job related workshops, seminars, or other training not provided by the Employer. Where lack of funds is the only reason to disallow an employee to attend such training and the employee wishes to pursue it at her/his own expense, administrative leave shall be granted upon prior written mutual agreement.

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

Training announcements for Employer-sponsored and/or Civil Service Commission-sponsored training will be posted on the DEQ Intranet, the Department of Environmental Quality (www.michigan.gov/deq) and/or Civil Service websites (www.michigan.gov/mdcs). Employees will be notified through e-mail of all DEQ required training.

Whenever the Employer requires an employee to take a college course(s), all appropriate costs associated with the course, including travel will be covered by the Employer.

ARTICLE 34 – 3. 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.

ARTICLE 35 – SECTION A Clothing

The Employer shall provide all Bargaining Unit employees uniforms who are required to wear uniforms.

When uniforms require dry cleaning, all UAW employees shall be reimbursed by the Employer for such costs.

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

The Employer shall provide and maintain in good working order all tools and equipment which are necessary to accomplish assigned and expected duties safely and effectively. An employee shall not be expected to perform tasks for which tools and equipment are not provided, nor to perform tasks which are beyond the capabilities of the tools and equipment provided by the Employer.

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

The Department agrees to make every reasonable effort to maintain lounge and/or eating areas in those locations where they now exist. The Department agrees to consider providing lounge and/or eating areas for those location(s) where there are none.

Concerns over lounges and/or eating areas shall be a proper subject for Labor/Management meetings.

The Employer reserves the right to prohibit employees from eating lunch in certain areas. Employees will be notified of such prohibited areas.

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

Administrative leave shall be granted upon mutual agreement to obtain Continuing Education Units which will enhance that employee's job or career within the Department. The amount of administrative leave granted may include travel time.

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

Available information on the implementation of such programs as outlined in the Primary Agreement shall be provided to UAW Local 6000, thirty (30) calendar days prior to implementation. Supplying such information shall not serve to delay implementation of the program.

To the extent that it is available within the Department of Environmental Quality, the information shall include the following:

- a. Name and type of program;
- b. Number of persons and work sites;
- c. Source of funding;
- d. Program duration;
- e. Pay rate and benefits information; and
- f. Future plans for employment of enrollees, if any.

**ARTICLE 53
TERMINATION OF SECONDARY AGREEMENT**

This Secondary Agreement entered into this 31st day of February 2022 between the Department of Environmental Quality and the UAW, shall be effective upon approval by the Civil Service Commission

For the UAW

For the Department

Ray Holman

Dale Lehman, Spokesperson
Labor Relations Representative

