

# **SECONDARY AGREEMENT**

between the

## **Department of Labor and Economic Opportunity**



and the

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



for the

**Administrative Support Unit**

and the

**Human Services Unit**

**Through December 2024**

# UAW - Department of Labor and Economic Opportunity

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**ARTICLE 4 – SECTION C  
Bulletin Boards**

The Union shall authorize bulletin boards for the activities of all bargaining units it represents according to the following:

1. One (1) bulletin board for work sites with up to fifty (50) represented employees.
2. Two (2) bulletin boards for work sites with up to one hundred (100) represented employees.
3. Three (3) bulletin boards for work sites with more than one hundred (100) represented employees.

Location shall be mutually agreed upon by local Management and the Michigan Department of Labor and Economic Opportunity (LEO) employee appointed by the Union.

If the location of the bulletin boards becomes a concern of either party during the term of the Agreement, such concerns may be appropriate for discussion at Labor/Management Committee meetings. Specific changes in location of the boards shall be based on mutual agreement between the parties.

All bulletin boards shall be located in non-public areas of the work site, and shall be unobstructed.

**ARTICLE 4 – SECTION I  
Access to Premises**

Access to non-public portions of the Department by non-employee UAW Officers and Representatives will be in accordance with Article 4, Section I of the Primary Agreement.

Exceptions to allow the use of work areas may be made by work site management. Upon request, Employer-designated private meeting space may be provided for this purpose.

**ARTICLE 4 – SECTION J  
Union Presentation**

The designated Human Resources Office will provide the Union and the designated Union Representative written notice five (5) working days in advance of any newly hired UAW Bargaining Unit employees. 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 notice will include the following:

1. Employee's Name;
2. Employee's Classification;
3. Hire Date;
4. Work Site Address;

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5. Employee's Shift;
6. Employee's Work Telephone Number (if available);
7. Supervisor's Name;
8. Supervisor's email address and Work Telephone Number; and
9. Rate of Pay.

The Union's designated Representative will be granted up to one (1) hour of unpaid leave for a presentation to newly hired UAW Bargaining Unit employees during the employees' first week of employment. Employees shall be entitled to attend the Union's presentation on work time for up to one (1) hour in a private area.

The designated Union Representative will be given a reasonable amount of unpaid leave for travel time when there is not a Union Representative at the work site.

The designated Union Representative may elect to contact the new employee(s) by State telephone, without pay, on the employee's first day of employment.

**ARTICLE 14 – SECTION F  
Wash-up Time**

The formal scheduling of employee wash-up time is unnecessary. Wash-up time may be discussed at Labor/Management Committee meetings if working conditions change. 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**

Each time an eligible employee (Code 1 and Code 2 as defined in Appendix A and B of the Primary Agreement) is requested to work overtime, the employee shall be compensated in cash at one and one-half (1½) times the regular rate, or with the consent of the Employer, may elect to accrue compensatory time at one and one-half (1½) hours for each hour of overtime, pursuant to the applicable provisions of the Federal Fair Labor Standards Act, as amended.

When compensatory time credits have been accrued by an eligible employee for overtime work or work performed on a holiday, this accrued time shall be used at the convenience of the employee subject to supervisory approval based on criteria applicable to annual leave. An employee's request will not be unreasonably denied.

Code 1 and Code 2 employees shall not be allowed to accumulate more than two hundred forty (240) hours of compensatory time credits.

Accumulated compensatory time will be paid to the employee at the end of the fiscal year, upon the request of the employee and with the supervisor's approval. Compensatory time will carry over to subsequent fiscal years.

**ARTICLE 18 – SECTION A.3  
Union Representatives Jurisdictions**

Work sites with fewer than fifteen (15) Bargaining Unit employees without a UAW Job Steward at the work site, shall be represented by a UAW Chief Steward or Job Steward in LEO, or by a designated Union Representative. 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  
Representation**

Labor/Management Committee meetings will be held for the purpose listed in Article 19 of the Primary Agreement and shall be scheduled at the Departmental/Agency-level. When Labor/Management Committee meetings are scheduled, unpaid leave shall be granted for not more than six (6) Union Representatives and the Departmental Health and Safety Representative. The Union shall make every reasonable effort to seek broad representation from the various Agencies within the Department.

**ARTICLE 19 – SECTION C  
Scheduling**

Departmental/Agency-level Labor/Management Committee meetings shall be scheduled upon the request of either party, but not more frequently than monthly except as may be mutually agreed upon on a case-by-case basis. The requesting party shall present their request in writing at least seven (7) calendar days in advance of the scheduled meeting in the form of a statement of purpose for the meeting and a proposed agenda. If an agenda is not presented within the seven (7) calendar day timeframe, a meeting shall not be held.

The Union will be allowed up to four (4) hours to caucus of unpaid time the day of the scheduled Labor/Management Committee meeting.

Nothing shall preclude priority items from being addressed in a Labor/Management Committee meeting scheduled sooner than the next regular scheduled meeting.

**ARTICLE 19 – SECTION D  
Pay Status of Union Representatives**

Union Representatives will be granted unpaid leave for actual travel, caucus time and attendance at Labor/Management Committee meetings. Unpaid leave shall not be granted beyond the employees' scheduled work hours. On a case-by-case basis, to resolve extensive travel issues, additional unpaid leave will be authorized with the advance approval by Management. Requests must be submitted to Human Resources at least five (5) work days prior to the scheduled meeting. Any pay provided by the Employer for these meetings is governed by Civil Service Rules and Regulations.

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

When major reconstruction, renovation, or redesign of a work area is planned by any of the Agencies within the Department, DTMB or building owner, the employees in the affected area shall be provided with fifteen (15) work days prior written notification by the Agency within the Department when the Agency within the Department has such notification. Notice will also be provided to the Union's work site Chief Steward and the Union's Departmental Health and Safety Representative.

In emergency situations, as much notice as possible will be given to employees and the Union's work site Chief Steward and the Union's Departmental Health and Safety Representative.

**ARTICLE 22 – SECTION H  
Protective Clothing**

If required, the Employer will provide protective clothing and equipment. When employees believe they need protective clothing for the performance of their job duties, such topic may be discussed and considered at a Labor/Management Committee meeting(s).

To the extent funds are available, the Employer will consider and explore a policy for employees working in the field to have a cell phone available for work-related emergencies.

The Employer will reimburse field employees for work-related emergency cell phone calls made on the employee's personal cell phone.

The Employer will provide employees with a phone number of a supervisor available to assist with on-site emergencies during non-work hours.

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

The Employer and the Union agree to establish a Joint Departmental Health and Safety Committee. The Union Representative on such committee will be on leave without pay while at meetings of the committee.

The Employer will respond, in writing, prior to the next meeting per receipt of any recommendations from the Departmental Health and Safety Committee.

Departmental Health and Safety Representative:

The Health and Safety Representatives shall be given eight (8) hours of unpaid leave annually for the purpose of attending safety training.

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

The Local-level Health and Safety Representative shall be given eight (8) hours of unpaid leave annually for the purpose of attending safety training.

Health and Safety issues which arise at the work location which cannot be resolved at the Local-level shall be referred to the Departmental Health and Safety Committee.

**ARTICLE 24 – 4.  
Supplemental Employment**

Supplemental employment shall be in accordance with Article 24 of the Primary Agreement.

**ARTICLE 29  
Training**

The Employer will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job (including specific office procedures, equipment, and/or software applications), and/or provide training under the following conditions:

1. When an employee promotes or is hired into a new position.
2. Whenever new technology is applied.
3. When procedures for performing existing functions of the Bargaining Unit employee(s) are altered.
4. Whenever an employee is transferred, reassigned, or bumped to a job with significantly different responsibilities.

Employees may be provided with in-service training. Employees may request training in specific areas when needed. Every effort will be made to provide reasonable accommodation to disabled employees. If the Employer is unable to provide training and determines that relevant training is available through other agencies, departments, or universities, the employee may be granted administrative leave to attend. Reimbursement for any fees or tuition charged for attending these sessions are based on available funding.

If the Employer requires an employee to attend a training program, it shall be conducted as a part of the employee's work assignment, or administrative leave will be granted. Registration, fees and book expenses will be paid by the Employer.

Issues falling within the scope of this Article may be discussed at Labor/Management Committee meetings.

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For attendance at meetings, conferences, training sessions, or college courses benefiting the individual's professional growth, Union Bargaining Unit members may request up to twenty-four (24) hours of administrative leave per calendar year. Management reserves the right to approve the requested leave based on operational needs and its benefit to the Employer.

**ARTICLE 34 –3.  
Permanent-intermittent Employees**

The minimum call-in pay shall be guaranteed at three (3) hours for permanent-intermittent employees.

**ARTICLE 35 – SECTION A  
Clothing**

If the Employer requires employees to wear a uniform, those employees furnished uniforms which require dry cleaning will be cleaned at the Employer's expense. Other clothing currently provided by the Employer will continue to be provided and maintained in accordance with Article 2, Section D of the Primary Agreement.

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

Tools and Equipment should be in accordance with Article 35, Section B of the Primary Agreement.

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

The Employer shall provide lounge and/or eating areas within each work site in accordance with Article 35, Section F, of the Primary Agreement.

In locations where conference or meeting rooms have been designated for use as an employee lounge/eating area, the Employer will endeavor to ensure the scheduling of the conference or meeting rooms does not conflict with employee lunch schedules. In the event scheduling conflicts arise during the lunch or break periods, the Employer will arrange alternate space for lunch and breaks, where available. For purposes of this Article, the issue of lounge and/or eating areas may be discussed at Labor/Management meetings. If space is not available for providing or maintaining such lounge or eating areas, the parties shall make an effort to develop options to meet the needs of the employees.



**ARTICLE 35 – SECTION G  
Tuition Reimbursement**

**Administrative Leave**

Employees who are required by Civil Service to maintain a license and/or registration for continued employment in the classified service and/or required by the licensure body to satisfy continuing education unit requirements in order to maintain licensure shall be granted administrative leave for attendance and necessary travel time. Requests for approval of such leave shall be submitted to the employee's supervisor at least ten (10) working days in advance. The supervisor shall then provide the employee with his/her decision within five (5) working days of the receipt of the employee's request.

**ARTICLE 49 – 2.  
Integrity of the Bargaining Unit**

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 at least thirty (30) calendar days prior to implementation when practicable. Failure to provide timely notice shall not serve to delay the program's implementation. Notification shall include the following information:

1. Name of program;
2. Number of program participants;
3. Funding source;
4. Benefits package available for participants, if known;
5. Term of program;
6. Pay rate schedule;
7. Plans for participants when the program expires;
8. The nature of the work to be performed;
9. Number of hours; and
10. Location of work site.

Upon request, other existing documents identified by the Union that would permit the Union to monitor the implementation of such programs will be provided. Upon request, Local Management shall provide the designated Union Representative at the work site the names of the program participants.

**ARTICLE 53  
TERMINATION OF AGREEMENT**

This Secondary Agreement entered into this 5<sup>th</sup> day of April 2022, between Department of Labor and Economic Opportunity and UAW Local 6000, shall be effective upon the approval by the Civil Service Commission.

**FOR THE UNION:**

**FOR THE DEPARTMENT:**

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