

SECONDARY AGREEMENT

between the

Michigan Department of State Police



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 State Police – 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 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 –Compensatory Time	2
ARTICLE 18	UNION REPRESENTATION	
	Section A.3 – Job Steward Jurisdictional Areas.....	2
	Section B – Chief Steward Jurisdictional Areas	2
ARTICLE 19	LABOR-MANAGEMENT COMMITTEE MEETINGS	
	Section B – Departmental-level Labor/Management Committee Meetings Representation	2
	Section C – Scheduling: Departmental/Local-level Labor/Management Meetings	3
	Section D – Unpaid Leave for Preparation and Travel Time	3
ARTICLE 22	HEALTH AND SAFETY	
	Section C - Reconstruction and Renovation Employee Notification Buildings.....	3
	Section H - Protective Clothing.....	4
	Section K.2.b - Departmental Health and Safety Committee.....	4
	Section K.5 - Local-level Health and Safety Committees	4
ARTICLE 24	SUPPLEMENTAL EMPLOYMENT	
	4. – Procedures for Prior Approval.....	4
ARTICLE 29	TRAINING	5
ARTICLE 34	PERMANENT-INTERMITTENT EMPLOYEES	
	3. – Minimum Call-in Guarantee	6
ARTICLE 35	MISCELLANEOUS BENEFITS	
	Section A - Clothing.....	6
	Section B – Tools and Equipment.....	7
	Section F – Lounge and/or Eating Areas.....	7
	Section G – Tuition Reimbursement.....	7
ARTICLE 49	INTEGRITY OF THE BARGAINING UNIT	
	2. – Procedure for Providing Program Information.....	7
ARTICLE 53	TERMINATION OF SECONDARY AGREEMENT	8

ARTICLE 4 - SECTION C
Bulletin Boards

Where UAW employees work, space for a bulletin board will be provided in close proximity to the departmental bulletin board, if possible, as agreed upon by the local management and Union designated Representatives. If sufficient space is unavailable or if departmental bulletin boards do not exist, alternate space will be provided as described in the Primary Agreement.

ARTICLE 4 - SECTION I
Access to Premises by Union Staff

For meetings called or agreed to by the Employer, the Union Representative will notify the Employer Representative upon his/her arrival at the work location. For meetings not called or agreed to by the Employer, the Union Representative will provide notice, advance if possible, to the work site supervisor or designee, and the approximate length of time the meeting will last. Whenever possible, the Union will notify the work site supervisor during regular business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday.

ARTICLE 4 - SECTION J
Union Presentation

The Human Resources Division (HRD) will notify the Union, in writing, when an HRD orientation program is scheduled. Such notification will be five (5) working days in advance of the scheduled orientation. HRD orientations will normally be scheduled on the employee's first week of employment. Absent an HRD orientation on the employee's first week of employment, the Union shall be entitled to provide the new employee a Union presentation on their first week of employment.

In the event the Employer is unable to provide this information five (5) workdays in advance of the scheduled orientation, the Employer will provide, as soon as possible, but not later than the employee's starting date of employment.

The notification shall include:

1. Employee's name;
2. Employee's classification;
3. Hire date;
4. Work site address;
5. Supervisor's name;
6. Supervisor's work telephone number; and
7. Rate of pay.

The presentation shall take place at the employee's work or training site, on work time, and in a private area. The designated Union Representative may elect to contact the new employee by State telephone to make a presentation.

ARTICLE 14 - SECTION F
Wash-up Time

Reasonable wash-up time may be granted to employees when necessary.

ARTICLE 15 - SECTION E
Compensatory Time

Current systems of accumulating and scheduling compensatory time shall continue, consistent with Article 15 of the Primary Agreement.

ARTICLE 18 - SECTION A.3
Job Steward Jurisdictional Areas

At work sites having fewer than fifteen (15) employees cumulatively covered by this Agreement, the Union will be allowed to designate one (1) Steward. Where no Steward is authorized or designated or where the designated Steward is unavailable, a Steward, as identified in Section B, Paragraph 3, of the Primary Agreement from the closest work site may serve as the Union Representative.

ARTICLE 18 - SECTION B
Chief Steward Jurisdictional Areas

The parties agree that jurisdictional areas will not be addressed in the Secondary Agreement.

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

For the purpose of conducting Departmental-level Labor/Management Committee meetings, up to four (4) Union members shall attend, with the fourth person being the Union's designated Departmental Health and Safety Representative. Union members present at any meeting shall be at the sole discretion of the Union. With prior notification, up to one (1) additional participant can be present. Nothing shall preclude the parties from agreeing on a case-by-case basis to include additional representatives or witnesses.

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

Local-level Labor/Management Committee meetings shall be scheduled and held on a bi-monthly basis at the request of either party, provided that an agenda is submitted with the request at least seven (7) calendar days prior to the date of the meeting. Interim meetings may be held at the request of either party. Participants shall be one (1) Union Representative, one (1) employee, and two (2) Local Management Representatives. All Union participants shall be designated by the Union. Upon mutual agreement between the Union Representative and the Manager, either side may bring additional persons.

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

Each Union participant as defined in Section B will be given unpaid leave from work for attendance and necessary travel at Departmental-level Labor/Management Committee meetings.

The Union participant(s) of a Local-level Labor/Management Committee meeting shall be granted unpaid leave from work to attend the Local-level meeting.

The Employer shall grant two (2) hours of unpaid leave for preparation time for each Union participant of the Departmental Labor/Management Team. Union participants of a Local-level Labor/Management Committee meeting shall be granted one (1) hour of unpaid leave for preparation time on the day of the Local-level meeting. Where the parties are considering significant issues requiring more advanced preparation time, on a case-by-case basis, the Employer may agree to unpaid leave in excess of the time provided by this Agreement.

In the case of such meetings (Departmental and Local-level) being scheduled on a shift other than the employees scheduled shift, refer to Article 19, Section D, of the Primary Agreement.

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

ARTICLE 22 - SECTION C
Reconstruction and Renovation Employee Notification Buildings

To the extent that is available, the Employer will post a notice on the work site bulletin board and email all affected Bargaining Unit employees at the work site ten (10) work days in advance providing affected employees a brief description of work to be performed for planned major renovation or reconstruction. This notice will also be provided to the Departmental Health and Safety Representative designated by the Union.

ARTICLE 22 - SECTION H
Protective Clothing

At those posts/worksites where Emergency Dispatchers are normally exposed to public contact, bullet resistant vests will be made available for their use upon request.

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

The parties agree to establish a Departmental Health and Safety Committee consisting of one (1) member appointed by the Union and one (1) Departmental member. Additional people may be present as expert witnesses from the UAW International Union Health and Safety Department.

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

The parties agree not to negotiate Local-level Health and Safety Committees. All Local-level health and safety issues shall be properly discussed at Local-level Labor/Management Committee meetings.

ARTICLE 24 - 4.
Supplemental Employment Procedure for Approval

The Employer will endeavor to approve supplemental employment requests in a timely manner consistent with current procedures as outlined in Department's Official Orders with the following exception:

On a case-by-case basis, at the employee's request to expedite an application for supplemental employment, a supervisor shall call the Human Resources Division to obtain preliminary approval/disapproval by the Human Resources Director designee. In all cases, the supplemental employment application shall be submitted to the Human Resources Division for formal approval/disapproval by the Human Resources Director.

ARTICLE 29
Training

At the time of entry, or whenever new technology is applied, or placement on a new job, the Employer shall discuss goals and objectives, including all the requirements of employee performance on the job. Prior to any formal or instructional training the aforementioned requirements shall also be fulfilled by the Employer. Whenever procedures for performing existing functions of Union employees are altered, the Employer shall make every effort to provide adequate training to enable the employees to deal effectively with circumstances normally met on the job. The Employer shall provide the employees with a statement of purpose and clear, understandable, measurable objectives.

Where applicable or practical, the Employer will review and make readily available written goals and objectives to employees prior to implementation of training on new procedures, policies, work rules, and regulations, concerning conduct and performance. When new policy and procedures are required, it is the Employer's duty to incorporate all necessary elements into the procedure to facilitate adequate implementation by the affected employee. It is the employee's duty to review such policy and procedure by initialing and dating the document in the Current Materials Book (physical or electronic) prior to implementation.

Employees will be provided with necessary in-service training as determined by the Employer. If the Employer is unable to conduct sessions relevant to a particular discipline, the employee shall be granted administrative leave, including travel time, to attend sessions scheduled by other agencies, departments, universities, etc., as determined by the Employer. Reimbursement for any fees, tuition, and costs for attending such required training sessions will be paid by the Employer. Travel reimbursement shall be consistent with Standard Travel Regulations.

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

Work units are encouraged, based on operational needs, to adjust employees' work schedules to allow employees to attend classes and training sessions which are directly related to their work and which would be mutually beneficial to the employees and the Department Employer. Necessary changes of an employee's schedule within a pay period may be made at the request of the employee provided it will not require rescheduling of any other covered employee.

**ARTICLE 34 -3.
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 call in to work in accordance with Departmental practice and who, after arriving at the work site, are advised that they are not needed or work less than three (3) hours.

**ARTICLE 35 – SECTION A
Clothing**

1. Number and Type of Wearing Apparel. The following number and types of wearing apparel will be provided to Emergency Dispatchers and to those Departmental Technicians required to wear uniforms:
 - Belt (1);
 - Fleece style jacket (1);
 - Pants (6); and
 - Shirt (6)

2. Shoe Allowance. The Employer will provide each Emergency Dispatcher and Departmental Technician with an annual shoe allowance in the same amount as the annual amount for foot protection as provided in Article 22, Section G, of the primary agreement, to be paid on the first pay date in the month of March. Employees hired, transferred, promoted or otherwise assigned to the Emergency Dispatcher or Departmental Technician classification after March 1, 2001, shall receive a pro-rated shoe allowance to be included with their first pay warrant following placement in the class.

3. Shoes. Emergency Dispatchers and Departmental Technicians will be responsible for purchasing their own work shoes, which must meet the following requirements:
 - Black in color;
 - Leather or leather-like;
 - Closed toe;
 - Closed heel; and
 - Flat sole or heel not to exceed one inch.

4. Appearance. The parties recognize the importance of maintaining a professional image while representing the Employer. As such, the parties agree to the following:
 - Shoes will be polished and properly maintained;
 - Shirts will be worn tucked in at all times;
 - Employees may wear either black, navy or khaki-colored socks. Employees may wear either black, navy or flesh colored hose;
 - Employees will be responsible for the laundering of their uniforms. Apparel will be clean and pressed. All alterations will be provided by the Employer as needed. All uniform items provided by the Employer will be exchanged on an as-needed basis, generally once per year, unless clothing conditions warrant otherwise; and
 - Employees will follow all dress codes and grooming standards imposed by the Employer.

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

It is mutually recognized that input from users of tools and equipment can be helpful information prior to the acquisition process. Accordingly, the Employer will consider tools and equipment as an acceptable agenda item at Local Labor/Management Committee meetings.

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

When space becomes available at work sites without lounge and/or eating areas, requests for such space will be considered at a Local-level Labor/Management Committee meeting. Every reasonable effort will be made by local management to find a lounge and/or eating area at each work site within the building where employees work.

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

In the event that, as part of fulfilling a Continuing Education Unit to maintain a license required in the course of employment with the Employer, a required class is only available during an employee's scheduled hours of work, the Employer shall grant administrative leave for class attendance. A schedule of available classes shall be provided to the Employer upon request. In the event it is impossible for the Employer to cover the employee's time off the job, the Employer may reschedule the employee's work hours to provide the opportunity for employees to enroll/complete a required class.

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

To the extent that it is available, information on implementation of such programs as outlined in the Primary Agreement shall be provided to the Union thirty (30) days prior to implementation. The information shall include the following:

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

The Union may request additional information.

ARTICLE 53

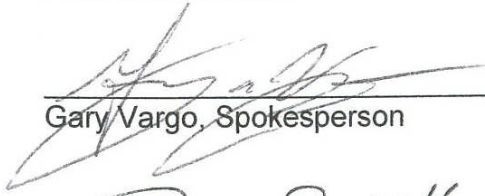
TERMINATION OF AGREEMENT

DEPARTMENT OF STATE POLICE

This Agreement shall be effective immediately following approval by the Civil Service Commission. It is understood and agreed by the parties that this Secondary Agreement shall remain in full force throughout the term of the Primary Agreement.

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

FOR THE UNION:




Gary Vargo, Spokesperson




Donavon Robbins

FOR THE DEPARTMENT:



Joel Gerring, Spokesperson



Jonathan Whitford



Shawn Sible