

SECONDARY AGREEMENT

between the

Department of Treasury



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 Treasury – UAW Secondary Agreement

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**ARTICLE 4 – SECTION C
Bulletin Boards**

The Union shall be authorized bulletin boards for the use of Bargaining Units it represents as follows:

A. Austin Building – Lansing

Existing bulletin boards shall not be moved or removed. In the event of a building remodel or other event necessitating the removal of current bulletin boards, the Employer will provide space for one (1) bulletin board per one hundred (100) Bargaining Unit employees or fraction thereof, but no less than one (1) bulletin board on each floor occupied by Bargaining Unit members employed by the Department of Treasury.

B. Operations Center

Existing bulletin boards shall not be moved or removed. In the event of a building remodel or other events necessitating the removal of current bulletin boards, the Employer will provide space for one (1) bulletin board in each employee break room.

C. Field Offices, Sub-Offices, New Offices

One (1) bulletin board for each Treasury Out-of-State Office, sub-office, field office or new office.

Bulletin boards will be located in high traffic areas in the same general locations as other bulletin boards. Bulletin boards shall not exceed twelve (12) square feet in area.

Requests will be submitted by the UAW Local 6000 Union President (or his/her designee) to the Department, indicating the desired location of the boards.

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

The Employer agrees non-employee Union Officers and Representatives shall be admitted to the non-public portions of the premises of the Employer during working hours and upon arrival will give notice to the designated Employer Representative as stated in Article 4, Section I of the Primary Agreement.

**ARTICLE 4 – SECTION J
Union Presentation**

The Human Resources Officer will notify the Union and the designated Local Union Representative, in writing when a formal orientation program is scheduled. Such notification will be five (5) working days in advance of the scheduled orientation.

Whenever there is a planned orientation, the Employer will allow the designated UAW Representative no less than one (1) hour and actual travel time to make a presentation without pay.

The Employer will notify the Union and the designated Union Representative of all new Bargaining Unit employees who at the time of hire was not a current State employee and member of the Bargaining Unit. This notification shall be no less than five (5) work days in advance when possible but no later than the employee's starting date. 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. Supervisor's name;
6. Supervisor's work telephone number and email address; and
7. Rate of pay.

The designated Local Union Representative will have the opportunity to make a presentation, on work time, without pay, to individuals in UAW Bargaining Unit classifications during their first week on the job.

The meeting shall take place at the employee's work or training site, on the new employee's 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**

Bargaining Unit employees will be provided sufficient wash-up time where necessary.

ARTICLE 15 – SECTION E
Compensatory Time

1. Accumulation
 - A. Voluntary Overtime. During periods of voluntary overtime scheduling employees will have a choice of accumulating compensatory time off or receiving cash payment. In Divisions where continuous backlog situations exist, the Division Administrator may opt to compensate an employee in cash payment after the employee has earned forty eight (48) hours of compensatory time in a fiscal year.
 - B. Mandatory Overtime. During periods of mandatory overtime schedule, employees will have the choice of receiving compensatory time off or cash payment.
2. Use. The use of compensatory time credits shall be subject to the same supervisory approval procedures as for annual leave.
3. Payoff and Carryover. An employee may use compensatory time credits as they are accumulated, be paid off in cash for unused compensatory time credits at the end of the fiscal year, or carryover up to eighty (80) hours of compensatory time credits to the next fiscal year. Employee shall advise the Human Resources Office of their option not later than September 15 annually. Absent notice, the employee shall be paid off for any compensatory time balance.

ARTICLE 18 – SECTION A.3
Job Steward Jurisdictional Areas

When work sites with less than fifteen (15) Bargaining Unit employees are absent an elected Chief Steward or Job Steward, representation from Chief Stewards or Job Stewards elected to another Steward district from within the Department may provide representation. Union Representation shall be in accordance with Article 18, Section A.3 of the Primary Agreement.

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

When Departmental meetings are scheduled for UAW Department of Treasury employees, unpaid leave will be granted for seven (7) UAW designated Representatives. Unpaid leave will be granted for two (2) additional Union designated Representatives to attend a Labor/Management Committee meeting. The Union shall provide the Department with a list of the Union Representatives attending the meetings. The Union shall properly inform the Department at least two (2) work days in advance of the scheduled meeting date.

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

Upon request of either party, Departmental-level Labor/Management Committee meetings shall be held each month on a mutually agreed upon date.

Upon request of either party, the designated Union and Employer Representatives may meet to discuss the establishment of a more appropriate level Labor/Management Committee meeting (i.e., Divisions, Bureau) to address isolated issues pertinent to these particular areas.

If all items on a Labor/Management (Departmental or other designated level) meeting agenda are not discussed during the scheduled meeting, upon mutual agreement, the remaining items shall be deferred to the next meeting.

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

Employees required to travel to/from the site of the Labor/Management (Department or other designated) Committee meeting will be allowed reasonable unpaid leave time for travel.

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

When major construction and renovation of a building is planned, the affected employees shall receive a ten (10) week day prior notification by the Department. Written notice will also be provided to the work site Union Health and Safety Representative and Departmental Labor/Management Chairperson.

This notice shall be provided as soon as the Department becomes aware of reconstruction and renovation.

ARTICLE 22 – SECTION H
Protective Clothing

The Department shall provide and maintain any protective apparel required for Bargaining Unit employees to perform their job duties safely and effectively. Any protective apparel item provided by the Department shall be used by the employee(s).

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

The Department agrees to continue the Department-level Health and Safety Committee for the purpose of addressing Department-wide Health and Safety issues in accordance with Article 22, Section K.2.b, of the Primary Agreement. Nothing shall prohibit this committee from compiling and distributing applicable Health and Safety Standards which may affect local work sites, nor from acting as consultants in work site health and safety issues. It is understood by the parties that the committee shall travel to field offices to investigate unresolved health and safety issues at the request of either party.

Subject to approval of the Appointing Authority, the committee shall be authorized unpaid leave to secure necessary training and education in health and safety.

In the event Management receives a complaint from other than the Union's designated Health and Safety Officer, the Management Representative will contact the Health and Safety Committee for the purpose of mutual investigation of the complaint. Reasonable requests for on-site inspection by the committee will not be denied.

The parties agree an additional Union Representative may be designated to attend a Departmental Health and Safety meeting on a case-by-case basis. The additional Representative may be designated upon the mutual agreement of the designated Employer and the Union.

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

Local-level health and safety issues shall be addressed at Departmental-level Health and Safety meetings.

ARTICLE 24 – 4.
Supplemental Employment Procedure for Approval

The procedure for supplemental employment shall be in accordance with the Agency Supplemental Employment Policy.

ARTICLE 29
Training

A. On The Job Training

The Department will provide sufficient training to employees to enable them to safely and effectively perform their job duties. Training will be provided at the time of entry to a new position, whenever new technology is applied, and when procedures for performing existing job duties are changed according to the following conditions:

1. Formal training programs conducted by the Department shall provide employees with a clear and understandable statement of purpose and objective;
2. Training will be provided to an employee when he/she transfers, is bumped, or reassigned to a job with significantly different job duties. Training shall begin within ten (10) working days. Training will be conducted by lead workers and supervisory personnel. For the purpose of this Subsection, training shall be defined as the direct, constant and continuous one-on-one contact between a supervisor/lead worker and an employee. Training will normally take place during an employee's probationary period or at times when job procedures or practices are altered to the point where additional training is necessary. Responding to occasional questions relative to an employee's work shall not be considered training under this Section;
3. All training will be conducted in an atmosphere of mutual dignity and respect. Employees will not be trained in a manner which would discriminate or create greater employment preference or promotional opportunities; and
4. The Department shall attempt to adjust employee's work schedule to accommodate employees enrolled in college-level courses to broaden career opportunities to any and all classifications within the Department of Treasury.

B. Civil Service Training Programs

1. The allocation of administrative leave for training shall be in accordance with current Departmental practice.
2. The Department will provide timely notice to all employees of all training programs available through the Department of Civil Service. The Department shall approve requests for training on the basis of operational needs and the training program's class size.
3. If the Department requires an employee to attend a training program, administrative leave will be granted. Any cost for the course, fees or book expenses will be paid by the Department.

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

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 four (4) hours, will be guaranteed a minimum of four (4) hours compensation.

**ARTICLE 35 – SECTION A
Clothing**

Any uniform, identifying insignia and/or protective apparel furnished by the Department which requires dry cleaning will be cleaned at the Department's expense.

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

The Department recognizes its obligation to provide and maintain tools and/or equipment where necessary. The Department shall provide and maintain such tools and equipment where they are needed for employees to perform the duties of his/her job.

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

The Department shall provide adequate employee lounge and/or eating areas in all locations subject to the Department of Technology, Management and Budget's regulations.

In locations where conference or meeting rooms have been designated for use as an employee lounge/eating area, the Employer will make every reasonable effort 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 make every reasonable effort to provide alternate space for lunch and breaks. 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.

The Employer shall make every reasonable effort to assure adequate lounge and/or eating areas are included in the plans for all offices newly occupied.

ARTICLE 49 – 2.
Procedure for Providing Program Information

Volunteer/Work Experience Program Information Provided to the Union

When the Department utilizes volunteer and/or work experience programs, information regarding the program shall be provided to the Union.

To the extent it is available, the Union shall be provided with the following program information:

1. The name of the program utilized;
2. The name(s) and position number(s) of the person(s) participating;
3. The nature of the work and service to be provided;
4. The duration of the assignment;
5. The work site location;
6. Participant(s) pay rate(s);
7. The participant(s) benefits;
8. The source of funding for the program;
9. The cost of utilization and projected cost savings of the program; and
10. The rationale for the program.

Program information shall be provided to the Union within fourteen (14) calendar days after the initial date of implementation.

The Department shall endeavor to provide the Union a thirty (30) calendar day notice prior to the implementation of volunteer/work experience programs. Upon written request, the designated Employer Representative will meet and confer with the Union over the impact upon the Bargaining Unit. Such discussions shall not serve to delay the Department's decision to implement the program.

**ARTICLE 53
TERMINATION OF AGREEMENT**

This Secondary Agreement, entered into this 29th day of March 2022 between the Department of Treasury 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.

FOR THE UNION:

Sharon McMullen, Spokesperson

Kamiyia Terry

FOR THE DEPARTMENT:

Pam Bennett, Human Resources Director

Chris Clauer, Labor Relations Specialist

Kevin Bonds, Tax Administration Services
Bureau (TASB)

Kyla Williams, Human Resources Director
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