

# **SECONDARY AGREEMENT**

**between the**

**Michigan Department of  
Licensing and Regulatory Affairs (LARA)**



**and the**

**United Automobile, Aerospace  
and Agricultural Implement  
Workers of America (UAW)**



**for the**

**Administrative Support Unit**

**and the**

**Human Services Unit**

**Through December 31, 2024**

**UAW-Michigan Department of Licensing and Regulatory Affairs Secondary Agreement**

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**ARTICLE 4 – SECTION C**  
**Bulletin Boards**

Bulletin board locations shall be mutually agreed upon by local management and a Department of Licensing and Regulatory Affairs (LARA) employee appointed by the Union.

If one location is not accessible to all, multiple locations shall be designated.

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

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

**ARTICLE 4 – SECTION J**  
**Union Presentation**

The Department will notify the Union in writing of all new Bargaining Unit employees. Such notification shall be provided no less than five (5) work days in advance of the employee's start date and shall include:

1. Employee name;
2. Classification and level;
3. Hire date;
4. Work site address;
5. Supervisor's name; and
6. Supervisor's work telephone number.

The Department shall make a good faith effort to provide the Union with all of the above information. If unable to supply this information five (5) work days in advance of the employee's start date, the Department shall provide, as soon as possible, but not later than the employee's starting date of employment.

In the Department's primary work locations/work sites (i.e., Ottawa Building, Cadillac Place), the Union may make a presentation to new Bargaining Unit members and such meeting will typically be scheduled the first week of the pay period during formal orientation. If a formal orientation is not scheduled in the first week of the pay period, then the Union's presentation will be scheduled within the first week of employment or as mutually agreed upon.

For the remote work locations/work sites, the Union's presentation will be conducted during the employee's first week of employment or as mutually agreed upon. The Union will coordinate a location to conduct their presentation with the new Bargaining Unit employee(s) supervisor(s) or, in lieu of a face-to-face presentation, the designated Union Representative may elect to contact the new employee(s) by State telephone during work time, without pay, on the employee's first day of employment.

The presentation(s) shall take place at one of the Department's primary work locations/work sites or at the remote work locations/work sites, on work time, and in a private area.

The Union's presentation(s) shall not exceed one (1) hour, including travel time if applicable, without pay.

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

The formal identification of positions for which wash-up time is authorized 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 Compensatory Time**

Each time an eligible Bargaining Unit 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 Department, 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 Bargaining Unit 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.

No Code 1 and Code 2 employee shall be allowed to accumulate more than two hundred and forty (240) hours of compensatory time credits.

At the request of the employee and with the approval of the supervisor, accumulated compensatory time will be paid to the employee at the end of the fiscal year. Compensatory time not paid will carry over to subsequent fiscal years.

Code 3 employees are not eligible for overtime payment. Such employees may, however, with the mutual consent of the Department, maintain records of authorized time worked in excess of forty (40) hours in a week with the understanding that an equivalent amount of time may be taken off at a subsequent time as if such accumulated time were compensatory time. Such time for Code 3 employees will be accumulated on an hour for hour basis rather than at the overtime rate. Records of such accumulated time for Code 3 employees will be maintained by the supervisor and the employee and will not be recorded in the time report. Where employees are required to contact their immediate supervisor for authorization prior to extending their assigned shift to complete a particular assignment, the unavailability of the supervisor/designee(s) will not result in the Department's refusal to compensate the employee for hours worked in excess of the regular work day.

Code 3 employees are not eligible for cash pay off for time accumulated pursuant to the provisions of this Section. Code 3 employees shall not be allowed to accumulate more than forty (40) hours of equivalent time.

**ARTICLE 18 - SECTION A.3**  
**Union Representatives and Jurisdictions**

Work sites with fewer than fifteen (15) UAW Bargaining Unit employees without a Steward at the work location, shall be represented by a Chief Steward or Steward in the Department, or by a UAW staff member or designee.

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

Labor/Management Committee meetings will be held and shall be scheduled at the Departmental-level in accordance with Article 19 of the Primary Agreement. When Departmental meetings are scheduled, unpaid leave shall be granted for not more than nine (9) Union-designated Employee Representatives, and the Departmental Health and Safety Representative. At the Departmental-level, the Union shall make every reasonable effort to seek broad representation from the various Bureaus of the Department.

At Facility, Agency, and Bureau-level meetings, not more than three (3) UAW Employee Representatives (which may include the UAW Departmental Health and Safety Representative) shall receive unpaid leave.

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

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

Departmental, Facility, 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) working 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) working day timeframe, no meeting shall be held.

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

Designated Representatives will be granted unpaid leave up to but not in excess of the employee's scheduled work hours on the meeting day for actual travel, preparation time and attendance at Labor/Management Committee meetings. On a case-by-case basis, to resolve extensive travel issues, additional unpaid leave will be granted for employees whose travel, preparation time and attendance would exceed the employee's scheduled work hours on the meeting day.

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

When major reconstruction, renovation, or redesign of a work area is planned by the Department, Department of Technology, Management & Budget (DTMB) or building owner, the employees in the affected area shall be provided with ten (10) work days prior written notification by the Department. Such notification shall be in the form of a posting on work site bulletin boards. Notice will also be provided to the UAW 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, the work site Chief Steward and the Union's Departmental Health and Safety Representative.

**ARTICLE 22 - SECTION H**  
**Protective Clothing**

Protective clothing and equipment required by the Department including items determined by the Department to be necessary to protect the employee from biological hazards will be provided by the Department. When employees believe they need protective clothing in the performance of their job duties, such topic may be discussed and considered at a Labor/Management Committee meeting(s) according to Article 19, Section B of the Primary Agreement.

To the extent funds are available, the Department will provide employees whose jobs require them to do field work a cell phone.

For employees doing assignments during off hours, the Department will provide employees with a phone number of a supervisor available to assist with on-site emergencies.

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

Departmental Health and Safety Representative:

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

Departmental Health and Safety Committees

The Department 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 Department will respond, in writing, within fifteen (15) workdays from receipt of any recommendations from the Departmental Health and Safety Committee.

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

Local, Agency or Facility-level Health and Safety Committees

Health and Safety issues which arise at the local agency or facility-level shall be referred to the Departmental Health and Safety Committee.

**ARTICLE 24-4.**  
**Supplemental Employment**

Supplemental employment procedures shall be in accordance with the Primary Agreement.

**ARTICLE 29**  
**Training**

The Department will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job. The Department will endeavor to provide training under the following conditions: at time of entry to a new position; whenever new technology is applied; when procedures for performing existing functions of unit employees are altered; or whenever an employee is transferred, reassigned, or bumped to a job with significantly different responsibilities.

Employees may be provided with in-service training. Every effort will be made to provide reasonable accommodations to employees with disabilities. If the Department 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 will be paid at the discretion of the Department.

If the Department 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, book expenses will be paid by the Department. In accordance with the Department's tuition reimbursement policy, employees may request authorization to attend a course that pertains to career opportunities within the Department.

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

Civil Service Training Schedules are available on the State of Michigan Learning Center. If the employee desires to attend a training session, it is the employee's responsibility to submit a request to their supervisor through the State of Michigan Learning Center.

For attendance at meetings, conferences, training sessions, or college courses that benefit the individual's professional growth, Union members may request up to 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 Department.

**ARTICLE 34 -3.**  
**Permanent-Intermittent Employees**

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

**ARTICLE 35 - SECTION A**  
**Clothing**

If the Department requires employees to wear a uniform, those employees furnished uniforms which require dry cleaning will be cleaned at the Department's expense. Other clothing currently provided by the Department 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 which the Department requires the employee to use shall be made available by the Department. However, the Union may introduce for discussion, through Labor/Management meetings, any proposals for tools and equipment. The Bureau will notify and discuss with the Union contemplated major tool and equipment purchases during Labor/Management meetings.

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

The Department shall provide lounge and/or eating areas at all of its buildings in accordance with Article 35, Section F, of the Primary Agreement. At building sites where space is not currently available, the Department agrees to permit the use of specified conference and meeting rooms as employee lounge and/or eating areas.

**ARTICLE 35 - SECTION G**  
**Tuition Reimbursement**

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 three (3) working days of the receipt of the employee's request.

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

When the Department intends to implement any program of the type listed in Article 49, Section 2 of the Primary Agreement, the Department will give notice to the Union 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 program expires; and
8. The nature of the work to be performed.

Upon request, Local/Management shall provide the designated Union Work Site Representative the names of the program participants.

**ARTICLE 53**  
**Termination of Agreement**

This secondary agreement entered into this 9<sup>th</sup> day of March 2022 between the Department of Licensing and Regulatory Affairs (LARA) and the UAW Local 6000, shall take effect upon 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 provision of the Primary Agreement.

**BARGAINING TEAM MEMBERS**

For UAW Local 6000:

For LARA:

\_\_\_\_\_  
Sharon McMullen  
Spokesperson

\_\_\_\_\_  
Amanda Satkowski  
Labor Relations Specialist

\_\_\_\_\_  
Chanti Cole

\_\_\_\_\_  
Diane Griggs

\_\_\_\_\_  
Michelle Gleed