SECONDARY AGREEMENT

between the

Michigan Department of Licensing and Regulatory Affairs (LARA)

LARA

and the

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

STATE EMPLOYEES LOCAL UAW 6000

for the
Administrative Support Unit
and the
Human Services Unit

Through December 31, 2018

UAW-Michigan Department of Licensing and Regulatory Affairs Secondary Agreement

Table of Contents

ARTICLE	SECTION	PAGE
ARTICLE 4	**UNION RIGHTS**	
	Section C – Bulletin Boards	1
	Section I – Access to Premises by Union Staff	1
	Section J – Union Presentation	1
ARTICLE 12	**LAYOFF AND RECALL PROCEDURES**	
	Section A.2 – Application of Layoff and Recall of Seasonal Employees	2
	Section A.3 – Seasonal Employees Layoff and Recall Procedures	2
	Section D.1 – Layoff Units	2
	Section D.2 – Establishment of Class Clusters	2
	Section E – Bumping	3
ARTICLE 13	**ASSIGNMENT AND TRANSFER**	
	Section A.7 – Work Location	4
	Section A.8 – Work Site	4
	Section B.1 – Right of Assignment	4
	Section C.2.a – Departmental Transfer List	5
	Section C.5 – Correcting a Staffing Imbalance	5
	Section E – Administrative Leave for Interviews	5
ARTICLE 14	**HOURS OF WORK**	
	Section E – Meal Periods	5
	Section G – Wash-up Time	6
	Section K – Alternative Work Schedules	6
ARTICLE 15	**OVERTIME**	
	Section E – Scheduling of Compensatory Time	8
	Section F – Overtime Procedure	9
ARTICLE 18	**UNION REPRESENTATION**	
	Sections A.3 and B – Chief Steward and Steward Jurisdictional Areas	11
ARTICLE 19	**LABOR/MANAGEMENT MEETINGS**	
	Section B – Representation at Departmental Labor/Management Meetings	11
	Section C – Scheduling for Departmental/Local-level Labor/Management Meetings	11
	Section D – Pay Status of Union Representatives	11
ARTICLE 22	**HEALTH AND SAFETY**	
	Section C.5 – Buildings: Renovation or Reconstruction Employee Notification	12
	Section H – Protective Clothing	12
	Section K.2.b – Departmental Health and Safety Committee	12
	Section K.5 – Local-level Health and Safety Committees	13

UAW-Michigan Department of Licensing and Regulatory Affairs Secondary Agreement

Table of Contents – Page Two

ARTICLE	SECTION	PAGE
ARTICLE 24	**SUPPLEMENTAL EMPLOYMENT**	
	4. – Supplemental Employment Procedure	13
ARTICLE 29	**TRAINING**	13
ARTICLE 34	**PERMANENT-INTERMITTENT EMPLOYEES**	
	4. – Permanent-Intermittent Employees – Scheduling: Hours of Work, Furloughing; Return from Furlough; Layoff; Recall	14
	6. – Minimum Call-in Guarantee	14
	9. – Temporary Non-Career Scheduling	14
ARTICLE 35	**MISCELLANEOUS BENEFITS**	
	Section A – Clothing	14
	Section B – Tools and Equipment	15
	Section F – Lounge and/or Eating Areas	15
	Section G – Tuition Reimbursement	15
ARTICLE 39	**PAID ANNUAL LEAVE**	
	Section H – Annual Leave Scheduling	15
ARTICLE 49	**INTEGRITY OF THE BARGAINING UNIT**	
	2. – Program Information Procedure	16
ARTICLE 51	**JOB SHARE**	17
ARTICLE 53	**TERMINATION OF AGREEMENT**	18
APPENDIX A	**Bureau Listings**	19
APPENDIX B	**Department of Licensing and Regulatory Affairs-UAW Bumping Preference Form**	20

ARTICLE 4 – SECTION C

Bulletin Boards

The UAW 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 Department of-Licensing and Regulatory Affairs (LARA) employee appointed by the Union who is assigned to the work site as defined below.

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 meetings. Specific changes in location of the boards shall be based on mutual agreement between the parties.

For purposes of this Article, work site is defined as a (1) building within a county or (2) a building or group of buildings which constitute a facility.

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 Employer 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 Employer 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 Employer shall provide, as soon as possible, but not later than the employee's starting date of employment.

In the Employer'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 loss of pay, on the employee's first day of employment.

The presentation(s) shall take place at one of the Employer'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 loss of pay.

ARTICLE 12 - SECTION A.2

Seasonal Employees Layoff and Recall Procedures

If seasonal employees are hired during the life of this Agreement, the Union and the Employer will re-open negotiations to address the layoff and recall procedures of the seasonal employees.

ARTICLE 12 – SECTION A.3

Employees at Institutions and Schools

Layoff and Recall

If the Department establishes any institutions and/or schools during the life of this Agreement, the Union and the Employer will re-open negotiations to address the layoff and recall procedures.

ARTICLE 12 - SECTION D.1

Layoff Units

A primary layoff unit shall be defined as a Bureau within a county. For purposes of this Article, Ingham and Eaton shall be considered as one county, and Wayne, Oakland and Macomb shall be considered as one county. Newly established Bureaus shall each be a separate primary unit within the county for layoff purposes. Bureaus are listed in Appendix A.

ARTICLE 12 - SECTION D.2

Establishment of Class Clusters

There shall not be class clusters in LARA.

ARTICLE 12 – SECTION E

Bumping

The primary layoff unit shall be the Bureau within a county as defined in Article 12, Section D.1 of this Secondary Agreement.

For the purposes of this Article, the least senior position is defined as:

1. A vacant position which the Employer intends to fill; or in the absence of such vacancy;
2. The position occupied by the least senior employee.

Identifying Bumping Preference

The Employer shall provide a LARA-UAW Bumping Preference Form to each UAW Local 6000 employee employed by the Department within fifteen (15) calendar days of the approval of this secondary agreement by the Civil Service Commission. Every newly hired LARA-UAW employee shall be provided a LARA-UAW Bumping Preference Form within fifteen (15) calendar days of hire.

Employees shall designate their choices on a LARA-UAW Bumping Preference Form (see Appendix B). Employees choosing not to elect bumping preference and/or employees who fail to return their LARA-UAW Bumping Preference Form timely shall have their bump calculated by the general bumping procedure.

LARA-UAW employees may submit or make changes to their LARA-UAW Bumping Preference Form at any time. However, once the Employer notifies the Union in writing of a reduction-in-force, no further changes can be made until the reduction-in-force is completed.

GENERAL BUMPING PROCEDURE

The affected employee shall have the option of applying bumping preference to the steps of the General Bumping Procedure without deletion or they shall have the option to skip over one (1) or more of the steps, as long as the sequential steps of the General Bumping Procedure are maintained.

COUNTY BUMPING

When the least senior employee at an identified classification and level is scheduled to be laid off or bumped from their position at the work site, the affected employee may choose bumping preference to the least senior position within their current county of employment.

The affected employee may choose their county bumping preference to the following steps:

Step 1: The employee may select bumping preference at the current classification and level; and/or

Step 2: The employee may select bumping preference to successively lower levels within their current class series; and/or

Step 3: The employee may select bumping preference to their former UAW classification and level; and/or

Step 4: The employee may select bumping preference to successively lower levels within their former UAW class series; and/or

STATE-WIDE BUMPING

If the affected employee is unable to apply preference within their current county of employment, or if preference was not selected as an option, the employee may choose bumping preference to the least senior position on a state-wide basis. The affected employee may choose their state-wide bumping preference from the following steps:

Step 5: The employee may select bumping preference at their current classification and level; and/or

Step 6: The employee may select bumping preference to successively lower levels within their current class series; and/or

Step 7: The employee may select bumping preference to their former UAW classification and level; and/or

Step 8: The employee may select bumping preference to successively lower levels within their former UAW class series.

<u>Bumping Between Employment Types</u>

There shall not be bumping between employment types (e.g., full-time, part-time, permanent-intermittent and seasonal).

ARTICLE 13 - SECTION A.7

Work Location

A work location is a county, except that Ingham and Eaton counties shall be considered as one work location and Wayne, Oakland and Macomb counties shall be considered as one work location.

ARTICLE 13 – SECTION A.8

Work Site

Work site shall be defined as the Bureau in the Lansing Metro area (see Appendix A). Outside of the Lansing Metro area, work site shall be defined as a building occupied in whole or in part by LARA.

ARTICLE 13 - SECTION B.1

Right of Assignment

There shall not be class clusters for the purpose of assignment.

ARTICLE 13 - SECTION C.2.a

Departmental Transfer List

There shall not be tiered transfer priorities or class clusters for the purpose of transfer. Employees shall be entitled to request transfer to as many work locations as they desire and each request shall be given equal priority.

Transfer Roster Designations

In accordance with Article 13, Section C.2 of the Primary Agreement, employees may request a transfer to other work sites as defined in Article 13, Section A.8 of this Secondary Agreement.

Upon request, the UAW spokesperson for LARA will be allowed to review UAW transfer requests.

ARTICLE 13 - SECTION C.5

Correcting a Staffing Imbalance

The criteria for a staffing imbalance exists when there is a change in the ratio of Bargaining Unit employees in relationship to the size of the workload demand.

When a staffing imbalance exists, the Employer will notify the Union in writing at least fourteen (14) calendar days prior to the effective date for correcting the staffing imbalance. The notification shall include the affected employee's name, classification, administration, work

location, current position number, reassignment administration, reassignment position number, and the basis upon which a staffing imbalance was determined.

It will be management's responsibility to place the issue on a Labor/Management meeting agenda by notification to the Union's Labor/Management Chairperson at least fourteen (14) calendar days prior to such meeting. Nothing shall prohibit designated Union Representatives from meeting with management outside the Labor/Management forum to discuss staffing imbalances.

ARTICLE 13 – SECTION E

Administrative Leave for Interviews

In accordance with current practice, administrative leave will be granted for Bargaining Unit employees to participate in interviews within LARA. However, the employee must request administrative leave in advance of any such interviews.

ARTICLE 14 - SECTION E

Meal Periods

The current practice concerning the duration and scheduling of lunch periods will continue. On an infrequent basis, an employee may be permitted to forego or lengthen a scheduled meal period with prior supervisory approval. Supervisory decisions will take into account operational needs, such as coverage, work volume and deadlines. Requests to forego or lengthen scheduled lunch periods will not be unreasonably denied.

On an occasional basis (not more than once per ten [10] work days), and with supervisory approval, an employee who is normally scheduled to take a one (1) hour meal period, may take a thirty (30) minute meal period and have their work day adjusted accordingly.

ARTICLE 14 - SECTION G

Wash-up Time

The formal scheduling of employee wash-up time is unnecessary. Wash-up time may be discussed at Labor/Management 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 14 - SECTION K

Alternative Work Schedules

Eligible employees presently on alternative work schedules or employees placed on alternative work schedules during the life of this Agreement, shall only be entitled to overtime compensation for those authorized overtime work hours in excess of forty (40) hours worked in a week.

Acceptable alternative work schedules and procedures are agreed to as follows:

1. Definitions:

   A. Work Schedule: The period of time an employee is expected to be performing assigned duties as prescribed by the immediate or successively higher level supervision. A work week consists of forty (40) hours of paid time. Normally the work week begins on Sunday at 12:01 a.m. and ends Saturday at 11:59 p.m.

   B. Modified Work Schedule: An approved work schedule which maintains forty (40) hours of work per week but is not strictly composed of eight (8) hour work days.

   C. Compressed Work Schedule: An approved work schedule which maintains eighty (80) hours of work per pay period but is not strictly composed of eight (8) hour work days, with a one-hour (1) or half-hour (½) lunch period. A compressed work schedule includes 1-2 days off per pay period.

   D. Core Time: All employees are required to be present during "core hours" of operations which are from 10:00 a.m. to 3:00 p.m. each day unless they are using leave credits or on an approved leave of absence.

2. Conditions:

   Established work schedules will in all cases be in the best interest of the state. Bureaus may elect to either participate in the Alternative Work Schedule Program, or participate on a six month trial basis. Areas within Bureaus may be excluded from participation in the Alternative

Work Schedule Program based on the effective and efficient delivery of services, safety of the employees, energy conservation, or discharging of responsibilities assigned to the respective Bureau.

A. Alternative work schedules may be requested by employees on a voluntary basis. To be eligible to participate in an Alternative Work Schedule Program, employees must be full-time, have worked for LARA for twelve (12) consecutive months, and be in good standing. In instances involving coordination of schedules for training purposes, where an employee has previously worked for LARA, or upon approval of the Appointing Authority, the twelve (12) month waiting period may be waived.

For LARA, two (2) options will be provided for alternative work schedules:

Option I (Modified): Nine (9) hours per day for four (4) days, one-half (½) day working and one-half (½) day off during the work week.

Option II (Compressed) : Four (4) days at ten (10) hours per day with one (1) day off.

Bureaus may elect to limit employee participation to one option. Where such a limit occurs, the Bureau will be responsible for notifying its employees.

B. Employees have the right to remain on traditional (normal) work schedules.

C. Employees must submit a request for participation in the Alternative Work Schedule Program to their supervisor on the Departmental request form. Requests shall not be unreasonably denied. Requests must be answered by Employer in writing within ten (10) working days.

D. Consideration for alternative work schedule requests will be made on a first-come, first-serve basis. Where conflicts exist in scheduling employees who have submitted requests on the same day, the employee with the most total continuous state service will receive preference on his/her request. The Employer may require employees to submit renewal requests within the thirty (30) day period before January 1 of the New Year.

E. Employees who are experiencing work performance difficulties or attendance problems may be removed from an alternative work schedule.

F. When the Appointing Authority, Bureau, Division, Section, or Unit elects to terminate or revise the alternative work schedule, one (1) pay period advance written notice to the affected employee(s) shall be provided except in instances as outlined in Items E and M.

G. An employee may elect to terminate his/her alternative work schedule participation provided one pay period advance written notice is given to the immediate supervisor.

H. Employees authorized to work an alternative work schedule who are reassigned or transferred to another supervisor, must resubmit their requests for authorization of participation in an alternative work schedule to their new supervisors.

I. Alternative work schedules shall include a minimum of twenty-five (25) hours each week of core time. The remaining hours of work may be varied provided the employee is not scheduled to work in excess of ten hours per day.

J. When an employee is absent, the absence should be covered with sick or annual leave in the amount equal to the number of hours which the employee had been scheduled to work that day.

K. On paid holidays, only eight hours of pay shall be authorized as holiday payment for eligible employees. Employees working alternative schedules shall be required to either supplement their scheduled hours with annual leave credits or make alternate scheduling arrangements with prior supervisory approval for the pay period in which the holiday occurs.

L. Employees shall not be allowed to work during their scheduled lunch period nor shall the fifteen (15) minute rest break(s) be waived in order to meet any established core time requirements. Employees participating in an alternative work schedule remain entitled to one fifteen (15) minute rest break in the morning and one fifteen (15) minute rest break in the afternoon.

M. When employees working alternative schedules are required by Management to participate in training or special meetings, existing work schedules may be adjusted in order to permit the employee to attend within a forty (40) hour work week. The employee shall be notified as soon as administratively possible of adjustment of work hours.

N. Where seasonal work loads are heavy necessitating uniform reporting and quitting times, participation in the program may temporarily be suspended by the Bureau.

Other types of alternative work schedules offered by the Employer shall be in accordance with Article 14, Section K of the Primary Agreement.

ARTICLE 15 - SECTION E

Scheduling of 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 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 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 Employer, 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 Employer'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 15 - SECTION F

Overtime Procedure

Scheduling procedures for voluntary and mandatory overtime, work locations equalization units, use of volunteers, maintenance of overtime rosters, and recognition of seniority are outlined below:

When an employee has started a job during the course of normal working hours, the Employer may require the employee to complete the assignment without seeking volunteers. Overtime hours worked will be recorded on the overtime roster.

When the Employer elects to seek volunteers for overtime, the following procedure will be utilized:

<u>Volunteers</u>

1. When the Employer determines that overtime is needed, the Employer will offer voluntary overtime to the employee(s) assigned to the job by descending seniority order, on a rotational basis. If the employee does not volunteer for the overtime, he/she will be credited with the hours refused on the overtime roster.

2. Where the employee(s) chooses not to work voluntary overtime, the Employer will offer voluntary overtime with employees within the area who normally perform the same job duties by descending seniority order, on a rotational basis. Employees who do not volunteer for overtime will be credited with the hours refused on the overtime roster. Overtime hours worked will be recorded on the overtime roster.

3. If additional employees are needed, the Employer may offer overtime to qualified employees from other work areas, by descending seniority order, on a rotational basis. Overtime hours will be credited on the overtime roster.

4. Errors in the administration of voluntary overtime will be corrected by providing compensation to the affected employee(s).

If more employees volunteer for overtime than are needed, assignment of overtime will be to the qualified employee(s) by descending seniority order, on a rotational basis. Overtime hours worked will be recorded on the overtime roster.

1 Mandatory Overtime

2

3 The following procedure will be utilized:

4

5 1. Assignment of overtime will be to the employee(s) responsible for performing the job by
6 ascending seniority order, on a rotational basis. Mandatory overtime hours worked will be
7 recorded on the overtime roster.

8

9 2. In the event additional employee(s) are needed to complete the job, the Employer may
10 mandate any qualified employee to work overtime. Mandatory overtime work will be assigned
11 by ascending seniority order, on a rotational basis. Mandatory overtime hours worked will be
12 recorded on the overtime roster.

13

14 Overtime Roster

15

16 At the end of each fiscal year, each employee's hours will be reduced to zero. Overtime rosters
17 shall be maintained by entire office, unit, or sub-unit, whichever is most appropriate.

18

19 Employees new to the work area will be placed on the overtime work area roster upon achieving
20 Civil Service status. Employees new to the work area who have Civil Service status will be placed
21 on the overtime work area roster when acclimated to job duties, and will be credited with the same
22 number of hours as the employee with the least number of overtime hours worked to his/her
23 credit.

24 An employee may have his/her name removed from consideration for voluntary overtime by
25 submitting written notification to his/her supervisor identifying the period during which the

employee does not wish to be considered. The employee shall be reinstated for voluntary overtime immediately upon expiration of the period identified in the prior written notification.

An employee's request to decline mandatory overtime will be considered and approved by management when the employee provides acceptable medical verification exempting said employee from overtime, or an acceptable reason based on extenuating circumstances. Refusal of mandatory hours will be credited on the overtime roster.

Seniority is defined in accordance with Article 11 of the Primary Agreement.

Unscheduled and emergency overtime may occur for those employees who are in field assignments. The parties recognize the fact overtime must be authorized by the Employer. The Employer and the Union agree any problems arising out of the unavailability of supervisors to authorize extended shift/overtime hours for Code 2 employees, will not result in the Employer's refusal to compensate the employee for their hours worked in excess of their regular working day. These additional hours will be recorded on their time and attendance report and the employee will be compensated in accordance with Article 15 of the Primary Agreement.

Employees shall not be required to work mandatory scheduled overtime in excess of twelve (12) hours per day, except in an emergency situation.

ARTICLE 18 - SECTION A.3 AND SECTION B

Chief Steward and Steward Jurisdictional Areas

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. There shall not be a loss of pay or leave credits in accordance to the provisions of Article 18, Section A.3 of the Primary Agreement.

ARTICLE 19 - SECTION B

Departmental Labor/Management Meetings

Representation

Labor/Management 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, administrative 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 administrative leave.

ARTICLE 19 - SECTION C

Departmental/Local-level Labor/Management Meetings

Scheduling

Departmental, Facility, Agency-level Labor/Management 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.

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

ARTICLE 19 - SECTION D

Pay Status of Union Representatives

Designated Representatives will be granted administrative 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 meetings. On a case-by-case basis, to resolve extensive travel issues, additional administrative 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

Renovation or Reconstruction Employee Notification

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 meeting(s) according to Article 19, Section B of the Primary Agreement.

To the extent funds are available, the Department will consider/explore a policy which provides employees whose jobs require them to do field work have a cell phone available to them upon request, for work-related emergencies.

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

For employees doing assignments during off hours, the Employer 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 administrative leave annually for the purpose of attending safety training.

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 loss of 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 Procedures

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 accommodation to handicapped employees. 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.

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 - 4.

Permanent-Intermittent Employees

A. Scheduling

Scheduling of permanent-intermittent employees shall be as equal as practicable within the appropriate class.

B. Scheduling Preference

The employee may inform the immediate supervisor of his/her scheduling preference. With prior supervisory approval, nothing in this Agreement shall prevent employees from exchanging and/or relinquishing regularly scheduled work hours with other employees within the same work related unit(s).

C. Hours of Work

Hours of work of permanent-intermittent employees shall continue in accordance with the current Departmental practices.

D. Furlough and Return from Furlough

Furloughing and return from furlough of permanent-intermittent employees shall continue in accordance with current Departmental practice.

E. Layoff and Recall

A permanent-intermittent employee shall be laid off and recalled in accordance with procedures set forth in Article 12 of the Primary Agreement.

ARTICLE 34 - 6.

Minimum Call-In Guarantee

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

ARTICLE 34 - 9.

Temporary Non-Career Scheduling

The scheduling of temporary non-career employees shall not be used for the purpose of eroding permanent employment, nor shall the scheduling of temporary non-career employees cause a reduction in the hours worked by permanent full-time or part-time 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 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 39 - SECTION H

Annual Leave Scheduling

In units where five (5) or more UAW Bargaining Unit members report to the same first line supervisor, the scheduling of vacations in the week of or contiguous to, Memorial Day, July 4th, Labor Day, week of November 15, Thanksgiving, Christmas, and New Year's will be handled as follows: Employees wishing to reserve a vacation during the aforementioned period(s) will submit an annual leave request to their supervisor during the month of January. Employees shall specifically designate a first and second choice. Such leave requests will be acted upon five (5) work days from the request on a first come, first served basis. In the event more than one employee requests leave on the same day for the same time period, determination shall be made by seniority only.

Requests for vacations may be submitted by employees throughout the year. In the event more than one employee requests leave on the same day for the same time period, determination shall be made by seniority only. Annual leave requests of three (3) or more days will be submitted in writing to the immediate supervisor at least ten (10) work days before the first day of leave. The Employer will respond within three (3) work days.

Annual leave requests of less than three (3) days will be submitted in writing to the immediate supervisor at least one (1) work day in advance. When submitted in accordance with this

provision, the supervisor will respond to the employee the same day of receipt of the written request.

Exceptions to the above may be granted on a case-by-case basis.

Employees who have been reassigned by the Employer and have written supervisory approval for vacation(s) shall retain the approval for the use of their annual leave, except for an emergency condition.

Current systems will continue for units of less than five (5) Bargaining Unit employees but shall be a proper subject of a Labor/Management meeting.

Annual leave may be used in lieu of sick leave with supervisory approval.

ARTICLE 49 - 2.

Procedure for Providing Program Information

When the Employer intends to implement any program of the type listed in Article 49, Section 2 of the Primary Agreement, the Employer 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;
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 51

Job Share

The Department shall not be required to participate in job share. However, if they elect to participate, the following provisions shall apply:

Definition

Job Share is defined as two employees who share the responsibilities of one full-time position. The position is restructured into two positions. Applications for job sharing shall be limited to positions identical in classification and level, unless they are part of a pre-authorized class series.

Application

A. Job sharing is authorized only upon supervisory, Bureau and Departmental approval.

B. The employee is responsible for making a written request to the Employer for a job share and locating a job share partner.

C. The original conversion to job share is not considered a vacancy.

D. If one of the persons should leave the job share position, the vacancy shall be filled in accordance with Article 13 of the Primary Agreement.

E. If one of the persons should leave the job share position, the remaining employee shall work full-time until a replacement partner is found, unless the supervisor approves an alternate

work schedule. If there are no responses after the Employer has posted the vacancy in accordance with Article 13 of the Primary Agreement, the position may be made full-time.

F. The Employer may terminate the job share with thirty (30) calendar days notice. If the Employer initiates reconversion of the job sharing position to a full-time position, the following rules apply:

1. The individual in the job share arrangement for the longer period shall be given first choice to remain in the position full-time;

2. The Bureau shall be responsible to relocate the other job sharer in a different full-time or Permanent-intermittent position.

G. Layoff and bumping shall be in accordance with Article 12 of the Primary Agreement.

H. Overtime shall be in accordance with Article 15 of the Primary Agreement.

I. All other issues arising out of Article 51 shall be discussed in Labor/Management meetings.

ARTICLE 53

Termination of Agreement

This secondary agreement entered into this 18th day February 2016 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:

R. Scott Brown

R. Scott Brown,
H.S. Vice President

Sharon McMullen

Sharon McMullen
Spokesperson

Jean K. Muenchen

Jean K. Muenchen

Dolores Rivera

Angelque J. Whidby

Angelque J. Whidby

For LARA:

Frank Russell
Labor Relations Director

Terry Colby

Terry Colby, LARA

Larry Horvath

Larry Horvath, LARA

Angela Awrey

Angela Awrey, LARA

Bob Robertson

Bob Robertson, LARA

APPENDIX A
BUREAU LISTINGS

- Bureau of Corporations, Securities, and Commercial Licensing (BCSCL)
- Office of Communications
- Bureau of Construction Codes (BCC)
- Director's Office
- Bureau of Employment Relations (BER)
- Bureau of Finance & Administrative Services (FAS)
- Bureau of Fire Services (BFS)
- Bureau of Professional Licensing (BPL)
- Bureau of Community and Health Systems (BCHS)
- LARA Executive Office
- Liquor Control Commission (MLCC)
- Michigan Administrative Hearings System (MAHS)
- Michigan Occupational Safety and Health Administration (MIOSHA)
- Office of Policy and Legislative Affairs (OPLA)
- Michigan Agency for Energy (MAE)
- Public Service Commission (PSC)
- Bureau of Services for Blind Persons (BSBP)
- Workers' Compensation Agency (WCA)

APPENDIX B

LARA-UAW
BUMPING PREFERENCE FORM

This form is used by UAW Local 6000 members working for LARA to designate their bumping preference as outlined in Article 12, Section E of the Secondary Agreement between the UAW Local 6000 and LARA.

Name: _____ **Employee I.D. No.:** _____
(Please Print)

Current Classification and Level: _____

Current Employment Type: _____
(Full-time, Permanent-Intermittent, Part-time, Seasonal)

Current Work Location: _____

Former UAW Classification(s) and Level(s): _____

E-mail Address: _____@_____

Work Telephone No.: ( ) _____ **Home Telephone No.: ( )** _____

Signature: _____ **Date:** _____

GENERAL BUMPING PROCEDURE

COUNTY BUMPING OPTIONS

If you are scheduled for layoff at your work site, your bump calculations shall be applied sequentially to the county bumping preference option(s) you select. Only check the box(es) you are selecting for your county bumping preference.

STEP 1: ☐ I am choosing bumping preference to my current classification and level.

STEP 2: ☐ I am choosing bumping preference to successfully lower levels within my current class series

STEP 3: ☐ I am choosing bumping preference to my former UAW classification and level

STEP 4: ☐ I am choosing bumping preference to successfully lower levels within my former UAW class series

STATEWIDE BUMPING OPTIONS

If you are unable to apply bumping preference within your current county of employment, or you did not select bumping preference in Steps 1-4 of the General Bumping Procedure, your bump calculations shall be applied sequentially to the Statewide Bumping option(s) you select. Only check the box(es) you are selecting for your Statewide bumping preference.

STEP 5: ☐ I am choosing bumping preference to my current classification and level.

STEP 6: ☐ I am choosing bumping preference to successfully lower levels within my current class series.

STEP 7: ☐ I am choosing bumping preference to my former UAW classification and level.

STEP 8: ☐ I am choosing bumping preference to successfully lower levels within my former UAW class series.