

SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

For Employees in the
Labor & Trades
And
Safety and Regulatory Units

And the

DEPARTMENT OF THE ATTORNEY GENERAL



Effective upon approval by the Civil Service Commission through December 31, 2027

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1 **ARTICLE 4 - SECTION C**

2 **Bulletin Boards**

3 The location of bulletin boards for the Michigan State Employees Association (MSEA) shall be discussed
4 with the local steward and/or designee. Problems arising relating to the placement of bulletin boards shall
5 be discussed in a labor/management meeting.

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ARTICLE 4 - SECTION I

Access to Premises

Upon arrival at the work location, the MSEA representative will notify the local management representative of his/her arrival, identify the party or parties with whom he/she wishes to meet, state the nature of the business to be conducted and approximately the length of time the meeting will last. The management representative will call the employee from his/her work station and provide a meeting place for the employee and the MSEA representative.

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ARTICLE 14 - SECTION F

Wash-up Time

Employees covered by this agreement shall be allowed necessary wash-up time during working hours.
Problems relating to wash-up time shall be discussed in a labor/management meeting.

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ARTICLE 15 - SECTION E

Compensatory Time

Each time an eligible employee is requested to work overtime, the employee has the option, upon recommendation of his/her supervisor and approval by the Office of Human Resources, to be compensated in cash or accruing compensatory time at the time-and-one-half rate, pursuant to applicable provisions of the Civil Service Compensation Plan. The option of accruing compensatory time shall not be unreasonable denied. If denied, the reasons for such denial shall be in writing to the employee.

When compensatory time credits have been accrued by an eligible employee for overtime work, this accrued time shall be used subject to supervisory approval based on criteria applicable to annual leave. Accrued compensatory time shall be used before annual leave except where the employee at the maximum annual leave cap would thereby lose annual leave.

Eligible employees shall be entitled to accrue no more than ninety (90) hours of authorized compensatory time. If the employee does not use accrued compensatory time credits before the end of the fiscal year in which the credits have been earned, the Employer may elect to cash out all unused credits at the end of the fiscal year. Written notice shall be provided to the employee and the Union if the Employer elects to cash out some or all of the accrued compensatory time credits.

Timekeeping records shall be maintained for all employees to record the total number of hours in pay status on a daily basis. Accrued compensatory time will be displayed on the biweekly Statement of Earnings and Deductions.

ARTICLE 18 - SECTION A
MSEA REPRESENTATION

Section A.5. MSEA Representatives and Jurisdictions

The Jurisdiction of department caucus spokesperson shall be statewide. The release of the department caucus spokesperson shall be in the same manner as referenced in Article 18, Section B of the Primary Agreement.

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Article 19 - Section B

Labor-Management Meetings - Representation

MSEA shall designate representatives to attend any scheduled department level labor-management meetings. Additional MSEA representatives may be requested by the Union as necessary to discuss specific issues on the labor-management meeting agenda subject to mutual agreement by the Department.

ARTICLE 22

Section I Contagious Diseases

The control of contagious diseases requires proactive planning, conscientious communication, employee education, and good housekeeping. Careful attention to these areas will help minimize the spread of contagious diseases in the workplace. The parties agree that the Employer shall abide by the recommendations of CDC and MIOSHA and any appropriate local health department related to contagious diseases and that they shall consider recommendations by the U.S. Department of Health and Human Services and the U.S. Department of Labor when considering appropriate protective garments or devices.

LETTER OF UNDERSTANDING

ARTICLE 35 - FIREARMS STORAGE

During the current negotiations, the parties recognized that the safe handling and storage of Department issued firearms both in the work place and at home is a mutually shared concern.

This contract provides in a Letter of Understanding that Safety & Regulatory Bargaining Unit members shall be reimbursed on a one time basis for costs related to securing and storing a Department issued firearm. It was agreed during secondary negotiations that the purchase could be used for a firearms safe or other appropriate product for safety and storing duty related weapons at the work place and/or home.

To secure reimbursement

1. The bargaining unit member shall purchase the firearms safe or other appropriate product.
(NOTE: To be eligible for reimbursement, any purchase submitted for reimbursement must be made by the bargaining unit member prior to the expiration of the collective bargaining agreement.)
2. The bargaining unit member shall provide their immediate supervisor, within thirty (30) calendar days of purchase, a copy of the receipt and any other information needed by the supervisor to confirm the purchase is for a conforming item (e.g., the receipt itself identifies the purchase as a firearms safe or other appropriate product; a copy of the instructions for use; the box the item came in; etc.).
3. The supervisor shall submit the receipt along with a brief cover memo to the Assistant in Charge (AIC) of the Division for review and approval within fifteen (15) calendar days of receiving the request for reimbursement from the employee.
4. The AIC shall submit approved reimbursement requests to the DAG Office of Fiscal Management within fifteen (15) calendar days of receipt. If further information is needed by the AIC they shall so advise the bargaining unit member and/or the member's supervisor.
5. The Office of Fiscal Management shall process the payment through the State's reimbursement system within thirty (30) calendar days.

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TERMINATION OF SECONDARY AGREEMENT

This agreement shall be effective upon approval by the Civil Service Commission and continue through December 31, 2027. It is the understanding of the parties that this Secondary Agreement shall remain in force throughout the term of the Primary Agreement. It is understood that if the Primary Agreement is extended this Agreement continues for the same period. It is further agreed that provisions of this Secondary Agreement may not supersede or conflict with any provision of the Primary Agreement and to the extent that conflicts exist those sections shall be declared null and void.

For MSEA:

Jacob VanSickle, President

Date:

For the Office of Attorney General:

Lannie VanDeusen, Director of Human Resources

Date:

AG/MSEA

NOTES

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