

SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

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

And

THE DEPARTMENT OF HEALTH AND HUMAN
SERVICES



EFFECTIVE UPON APPROVAL BY THE CIVIL SERVICE COMMISSION THROUGH DECEMBER 31, 2027

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ARTICLE 4: ASSOCIATION RIGHTS

SECTION H: OFFICE SPACE

In those institutional settings where office space is not currently provided, upon request of the MSEA Spokesperson/co-spokesperson, and subject to availability, MSEA will be provided with an office. Where no space is available, the Appointing Authority, or Designee, will provide a locking file cabinet for exclusive use by MSEA.

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ARTICLE 4: ASSOCIATION RIGHTS

SECTION I: ACCESS TO PREMISES BY MSEA STAFF

Upon arrival, MSEA representatives will notify the Designated Employer Representative, who is the Human Resources Officer or Designee that they are on the premises, the nature of the business, and approximately how long they will be on the premises. Visitation will be made in accordance with this section of the Primary Agreement.

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ARTICLE 7: MSEA BUSINESS AND ACTIVITIES

SECTION B: MSEA OFFICERS

Two days prior to the establishment of work schedules, eligible employees will provide written notification to their immediate supervisor of intent to attend a scheduled Board meeting. In emergency situations, (i.e., special Board meetings) the Employer will authorize a variance from this procedural requirement. It is recognized that existing work schedules may, at times, require adjustments in order to give priority for attendance at Board meetings.

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ARTICLE 14: HOURS OF WORK

SECTION F: WASH UP TIME

There shall be no prohibition against allowing unit employees a reasonable opportunity to wash up as needed. The cleaning of tools shall not be construed as personal wash up time.

ARTICLE 15: OVERTIME

SECTION B (4): ELIGIBILITY FOR OVERTIME CREDIT

In the Department of Health and Human Services, Hospital and Centers, an employee in a classification listed in Appendices A and B of the Primary Agreement, whose work schedule is Monday through Friday shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of eight (8) hours of work time in a day or forty (40) hours of work in a week. All others will be compensated for hours worked in excess of (8) hours of work time in a day or eighty (80) hours of work in a biweekly work period or all consecutive hours in excess of eight (8), provided that such an employee (1) regularly works a rotating schedule, (2) regularly works as part of an operation conducted on a 24 hour basis (three shifts) and/or seven (7) days/week and/or (3) where it is mutually agreed between the agency/facility and the employee.

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ARTICLE 15: OVERTIME
SECTION E: COMPENSATORY TIME

Code 1 employees who are authorized to work more than eight (8) hours in a day, or if on a modified work schedule, in excess of their regularly scheduled hours, or more than forty (40) hours in a week, or who performed callback work which may or may not have resulted in overtime shall be compensated in cash payment for such overtime or callback time may, with the mutual consent of the Employer and the employee, be compensated with compensatory time credits for such overtime or callback time. Code 2 employees who are authorized to work more than forty (40) hours in a week shall be compensated in cash payment for such overtime or may, with the mutual consent of the Employer and employee, be compensated with compensatory time credits for such overtime. Such request shall not be unreasonably denied.

Authorized compensatory time for Code 1, Code 2, employees shall be provided to the timekeeper with a record of compensatory hours earned and such time shall be recorded in the time report. Accumulated totals shall be maintained on the employee's pay stub in the same manner as annual and sick credits.

If the Employer does not permit a Code 1 or Code 2 employee to use accrued compensatory time credits before the end of the fiscal year in which the credits have been earned, the employee may choose one of the following options:

1. The employee may be paid in cash for compensatory time credit unused at the end of the fiscal year, or
2. The employee may carry said compensatory time to the next fiscal year, or
3. The employee may choose a combination of these options.

Compensatory time earned by Code 1 and Code 2 employees shall be credited at the premium rate (time and one half) and pay off for the credits shall be based on total credits accrued. No Code 1 or Code 2 employee shall be allowed to accumulate more than two hundred forty (240) hours of compensatory time credits.

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ARTICLE 18: MSEA REPRESENTATION

SECTION A (5): RELEASE OF DEPARTMENT CAUCUS SPOKESPERSONS/CO-SPOKESPERSON

Within the Department of Health and Human Services, where no authorized or designated steward is available, or if the designated person is temporarily unavailable and the event requiring representation cannot be postponed, representation may be provided by a Department Caucus spokesperson/co-spokesperson, or designee, to represent a bargaining unit member. In the event the employee requesting representation is employed at another work location or in another department, the departmental caucus spokesperson/co-spokesperson, or designee, may be released for such purpose on accrued leave credits subject to operational requirements and other criteria governing the use of annual leave and the availability of leave credits.

No departmental caucus spokesperson/co-spokesperson, or designee, shall leave his/her work to engage in employee representation activities authorized by this agreement without first requesting and receiving approval from his/her supervisor or designee.

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ARTICLE 19: LABOR-MANAGEMENT MEETINGS

SECTION A: PURPOSE

Concurrent with scheduling a labor-management meeting, but at least seven (7) calendar days prior to the requested meeting date, the Departmental Spokespersons, Co-spokesperson, or alternate Spokesperson will submit an agenda to the appropriate management representative. Topics for the agenda shall be limited to those designated as appropriate for labor-management meetings in accordance with the Primary Agreement. At minimum, the agenda shall summarize the problem or concern, work site, if applicable, date of occurrence, and, if possible, individuals involved. If there are no agenda items submitted in accordance with this article, the meeting will be considered cancelled.

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ARTICLE 19: LABOR/MANAGEMENT MEETINGS
SECTION B: REPRESENTATION

Work Location: MSEA may appoint up to three (3) representatives from each agency/facility to participate in work location labor/management meetings. However, MSEA shall not appoint any labor/management meeting representative from an agency/facility to which the meeting agenda does not pertain. In addition to the aforementioned representatives, MSEA may, based solely upon matters scheduled in the agenda, request the presence of not more than one (1) additional representative from each agency/facility within the work location, for the purpose of participating in such meetings. The attendance of such additional Union Representative(s) at the meetings shall be limited to the discussion of the agenda item(s) for which the representative(s) attendance was requested. Such items will normally be first on the agenda in order to minimize time away from the job. The presence of any additional Union Representative(s) at work location labor/management meetings will be by mutual agreement of the parties.

Departmental Level: The MSEA Departmental Spokesperson/Co-spokesperson shall notify the Central Office Human Resources of the MSEA representatives for Departmental level labor/management meetings. MSEA may designate up to six (6) representatives to participate in labor/ management meetings.

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ARTICLE 21: GROOMING AND ATTIRE

Employees in the Labor and Trades Unit, and/or Safety and Regulatory Unit, shall wear clothing that bears a reasonable relationship to their work, free of holes, fraying, and trousers shall be worn waist high. Attire must be clean and in good condition. Employees in the Labor and Trades Unit shall be permitted to wear clothing manufactured of denim, khaki, or other material commonly worn in the trade's environment.

1 **ARTICLE 22: HEALTH AND SAFETY**
2 **SECTION F: PROTECTIVE CLOTHING**

3 The issue of the Employer providing other apparel, purpose of which is to protect the health and
4 safety of employees against hazards they might reasonably be expected to encounter in the
5 course of performing job duties, can be discussed in Labor Management Meetings.

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ARTICLE 22: HEALTH AND SAFETY
SECTION I: CONTAGIOUS DISEASES

Each Department of Health and Human Services, Hospital and Center, will establish which protective garments or devices are appropriate for bargaining unit employees in the course of their duties in regards to contagious diseases.

If a written policy is not in place, one will be established describing equipment to be used, any training necessary, and supplies along with how they will be dispersed/used.

The Employer and employees shall abide by the recommendations of the CDC and MIOSHA.

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ARTICLE 29: TRAINING

The Employer recognizes that it has the obligation to determine training needs and to provide effective training. Training may take the form of either on-the-job and/or formalized training.

The Employer will make every reasonable effort to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job. The Employer will make every reasonable effort to provide training at the time of hire or whenever job responsibilities become significantly altered. In the area where technology substantially changes an employee's job, management shall provide appropriate training to enable the employee to continue in their current position.

Management and the Union agree to jointly explore sources for funding for job retraining programs for employees laid off due to elimination of positions as a result of technological change through programs such as JPTA, etc.

Formal training packages shall provide employees with a statement of purpose, clear understandable performance-based objectives and a daily agenda. Individual evaluations of the training may be submitted anonymously at the completion of training. MSEA will have the right to review such training evaluations twice a year.

The Employer and Union agree that any and all training will be conducted in an atmosphere of mutual dignity and respect. The Employer will not attempt to train individuals in a manner which would discriminate or create greater employment preference or promotional opportunities for some employees to the detriment of other employees.

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ARTICLE 35: MISCELLANEOUS BENEFITS
SECTION A: CLOTHING

In those work locations that require uniforms for safety officers, the work location shall provide such uniforms. At work locations where uniforms are required the following shall apply:

- Rain wear
- Hats or caps - 1 winter and 1 summer type (if required)
- Coat - (winter type with zip out lining)
- Shirts -8 (long sleeve or short sleeve)
- Slacks -4 pairs
- Belt - 1 (leather uniform belt)
- Necktie - 2 (if required)
- Foot wear - uniform black leather, 1 winter and 1 summer
- Sweater - 1 (if currently provided at the work location)
- Spring Jacket - 1 (upon employee request)
- Insulated Gloves – 1 pair
- Insulated pull over pants – 1 pair

Uniform items currently provided will continue to be provided for the life of this Agreement.

After the initial issues, replacement will be as needed due to wear and tear or substantial change in stature which results in clothing no longer fitting properly.

Current methods and practices of laundering, dry cleaning and maintaining clothing will continue.

Any issue which may arise regarding laundering, dry cleaning, and maintenance of provided uniforms can be discussed in a Labor Management Meeting.

1 If there are changes at any work locations of the Department regarding the changing into and
2 out of uniforms at a work site, this will be a proper subject for Departmental level
3 labor/management meeting to resolve this matter only. This provision is subject to request by
4 either party during the life of the Agreement.

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ARTICLE 35: MISCELLANEOUS BENEFITS

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SECTION F: LOUNGE AND EATING AREAS

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The Department shall provide lounge/eating areas at all DHHS facilities. The Department will

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endeavor to ensure that these areas are kept clean and sanitary, separate from patient/resident

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areas and appropriately furnished.

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TERMINATION OF SECONDARY AGREEMENT

This agreement shall be effective upon approval by the Civil Service Commission and continue through December 312027. It is the understanding of the parties this Secondary Agreement shall remain in force throughout the term of the Primary Agreement. It is understood if the Primary Agreement is extended this agreement continues for the same period. It is further agreed provisions of this Secondary Agreement may not supersede or conflict with any provision of the Primary Agreement, and to the extent conflict exist those sections shall be declared null and void.

FOR MSEA:

FOR STATE OF MICHIGAN

DEPARTMENT OF HEALTH AND

HUMAN SERVICES:

Jake Vansickle, PresidentTammie Brown, Human Resources Specialist

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