

SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

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

And

THE DEPARTMENT OF MILITARY AND VETERAN AFFAIRS



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

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ARTICLE 4, SECTION C - BULLETIN BOARDS

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MSEA will be allowed to have a bulletin board in a prominent location to which employees have access or congregate to display materials in every building where MSEA unit employees work. The location of these boards will be determined at the local level by an MSEA designated employee representative at that work site and local management on a case-by-case basis.

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ARTICLE 4, SECTION H - OFFICE SPACE

Current practice of providing office space and/or filing cabinets will continue at the Homes for Veterans.

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ARTICLE 4, SECTION I - ACCESS TO PREMISES BY MSEA STAFF

For all meetings scheduled or unscheduled, the MSEA representative will notify the designated Employer representative upon arrival at the work location. For unscheduled meetings, the MSEA representative will provide notice to the Employer representative in advance whenever possible, and in either instance shall identify the party or parties with whom he/she wishes to meet and the nature of the business to be conducted and approximately the length of time the meeting will last. The Employer representative will designate a non-work meeting area upon arrival of the MSEA representative. A listing of work locations is contained in Appendix A of this Agreement.

The Employer representative is the State Human Resource Office. The contact phone numbers are (517) 481-7785/7880. The Employer representative will coordinate with the onsite point of contact.

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ARTICLE 7, SECTION B - MSEA OFFICERS

Any DMVA employee who has been duly elected or appointed a member of the MSEA Board of Directors will be granted unpaid leave to attend MSEA Board meetings and shall furnish their immediate supervisor with written notification of their intent to attend a MSEA Board meeting at least two (2) work days before the start of the pay period in which the leave is to be used, or (2) work days in advance of the date that work schedules must be established.

1 **ARTICLE 14, SECTION F - WASH UP TIME**

2 Where current practices provide personal wash up time, such practices shall continue. Where
3 not provided, reasonable wash up time shall be granted employees when necessary.

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ARTICLE 15, SECTION E - COMPENSATORY TIME

To clarify compensatory time credits, compensatory time is earned and credited at one and one-half (1½) hours for every hour worked. Any unused compensatory time credits remaining at the end of the fiscal year in which they are earned will be paid at the base rate at the end of the fiscal year, unless the employee requests to carry forward such credits for an additional two (2) calendar quarters in accordance with the following provisions:

1. Employees may accrue a maximum of 240 hours of compensatory time in a fiscal year.
2. Requests to carry forward unused compensatory time shall be submitted on a form provided by the Employer no later than September 1st.
3. Requests to carry forward up to one hundred sixty (160) hours of unused compensatory time shall be approved.
4. Requests to carry forward unused compensatory time in excess of one hundred sixty (160) hours may be approved by mutual agreement of the employee, supervisor and the Department Human Resources Director or his/her designee.

Any compensatory time carried forward past the end of the fiscal year must be used as leave no later than the end of the following two (2) calendar quarters.

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ARTICLE 18, SECTION A - MSEA REPRESENTATION

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Departmental Caucus Spokespersons within the Department shall have statewide jurisdictions.

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1 **ARTICLE 19, SECTION A- LABOR/MANAGEMENT COMMITTEE- PURPOSE**

2 Agendas for labor management meetings may be determined by either party specific to the
3 purpose of the meeting. Additionally, the time frame and manner of response to agenda items
4 shall mutually be determined prior to the close of the meeting.

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ARTICLE 19, SECTION B - LABOR/MANAGEMENT REPRESENTATIVES

For the purpose of conducting labor/management meetings as provided for in the primary contract, the number of Department of Military & Veterans Affairs MSEA representatives shall be designated by MSEA but not exceed five employees unless mutually agreed by both parties.

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ARTICLE 21, GROOMING AND ATTIRE

The Employer will not be arbitrary or capricious when requiring any employee to conform to any standards. Such standards shall bear a reasonable relationship to the employee's work.

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ARTICLE 22, SECTION F - PROTECTIVE CLOTHING

The Department will provide protective items required to perform job duties including but not limited to: safety shoes or boots, rubber boots, safety helmets and liners, appropriate work gloves, safety glasses, face shields, welding protective apparel, hearing protection, rain coats, fire suppression, fire resistant (FR) clothing for electricians, biological and chemical protective clothing. These items shall be requested and authorized through the Department purchasing process. Required safety items shall be expedited.

Whenever protective items are prescribed by the Michigan Department of Licensing and Regulatory Affairs, as a result of federal or state statutes for particular types of jobs, no employees will be expected to perform such duties until the required safety and/or protective items are provided.

Employees who qualify for seasonal protective clothing and who are required to wear safety shoes are entitled to purchase approved insulated safety boots. Reimbursement shall be at the amount provided in the primary collective bargaining agreement for safety shoes.

As approved by the employer, seasonal protective clothing and insulated safety boots are eligible for replacement due to fair wear and tear or damage experienced on the job.

At the Veterans' Homes, in addition to the above provisions, employees in the stockrooms will be supplied with lined coats for use in freezers.

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ARTICLE 22, HEALTH AND SAFETY - SECTION I - CONTAGIOUS DISEASES

All employees in the Department of Military and Veterans Affairs who could come in contact with contagions while in the performance of their duties, shall be provided, in accordance with CDC guidelines, protective garments, such as gloves, gowns, aprons, masks, etc. Appropriate training on the use and wear of protective garments or devices shall be accomplished prior to the employees use in the performance of their duties.

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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.

Whenever new technology is applied, or whenever existing procedures for performing job functions of bargaining unit employees are significantly altered, and current training is non-existent or insufficient, the Employer will provide the appropriate training sufficient to enable the employee to effectively deal with the new circumstances.

The Employer will earnestly endeavor to provide reasonable and appropriate training to enable employees to effectively deal with circumstances normally met in their current positions. The Employer recognizes that training provided to employees in preauthorized class series should also provide the opportunity to develop skills necessary for advancement to higher levels in their class series. The Employer agrees to pay for such training. Employees shall be granted administrative leave to attend training required or authorized.

The Employer further agrees to hold an annual labor/management meeting devoted entirely to the subject of training, which shall be for the purpose of improvement of current training available for bargaining unit employees.

A labor/management training sub-committee consisting of one member appointed by MSEA and one member appointed by the Employer shall meet two times per year; in October and April. The subcommittee shall discuss and report on such matters related to training as it deems will assist in productive discussion at the full labor/management meeting. The sub-committee shall determine an agenda for the full labor/management meeting; however, either MSEA or the Employer may submit agenda items at least seven (7) days prior to any meeting. The Employer agrees to make available for review by MSEA copies of current training available for bargaining unit employees at least fourteen (14) calendar days before the labor/management training subcommittee meeting.

The MSEA member of this committee shall be granted leave necessary to attend, and travel to and from these meetings. Any paid leave provided by the Employer for such union activities, is governed by the Civil Service Rules and Regulations.

If the employees request training necessary to perform duties stemming from new responsibilities or equipment and the Employer refuses, that employee shall not be held responsible for the requested knowledge, unless the Department of Licensing and Regulatory Affairs and/or the Department of Health and Human Services requires training related to the duty or the equipment.

For those MSEA employees required by Civil Service to maintain a license and/or registration for continued employment in the classified service and are required by the licensure body to satisfy continuing training/education requirements in order to maintain licensure, they shall be granted administrative leave for attendance. The amount of administrative leave granted shall equal no more than the minimum amount of time necessary to fulfill such requirements. Approval of such leave shall be granted consistent with operational needs.

Additional Provisions for Fire/Crash Rescue Officers - It is understood that Fire/Crash Rescue Officers are required to participate in training to keep proficient in the various aspects of their profession. Therefore, certain guidelines will apply for this training.

Current secondary contract language will apply as well as the following for Fire/Crash Rescue Officers:

In-house

A. All training will be conducted in a manner that protects the health and safety of employees. An employee may request reasonable accommodation related to training. Such request shall be reviewed in accordance with NFPA standards and other applicable statutes and rules.

B. All training exercises will be conducted according to recognized fire protection training standards and will as much as possible simulate real situations and possibilities that may be encountered.

C. All training will be documented and retained for future reference. This documentation will include training subject, type, date, and number of hours or fraction thereof per trainee.

D. Employees may discuss training concerns at staff meetings.

E. Training will not be arbitrary, capricious or punitive in nature.

1 Formal Training

2 Employees may request such training using appropriate departmental forms. The Department
3 will consider all requested training in accordance with contractual requirements.

4 In the event the Department denies any requested training, this will not preclude employees from
5 pursuing the training individually. If an employee does pursue training individually, management
6 may, consistent with operational needs, approve time off from scheduled work with no loss of
7 pay or benefits to attend such training.

8 The Employer will earnestly endeavor to provide reasonable and appropriate notification to the
9 employees of any training that necessitates overnight stay away from the employee's residence.

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ARTICLE 35, SECTION B - TOOLS AND EQUIPMENT

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The Department shall provide tools to all employees that require such tools to perform their assigned duties. Tools will be issued to the individual who will be responsible to maintain the set, in good repair and to account for the tools upon request.

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Employees will not be permitted to bring personal tools or equipment into the work area. In the event tools or equipment are not available, their use shall not be required.

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ARTICLE 35, SECTION F - LOUNGE AND/OR EATING AREAS

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2 The Employer agrees to provide an adequate employees' lounge and/or eating area in non-
3 public locations at all work sites where space is available. Due to the site sensitive nature of this
4 section, the parties agree that concerns over lounges and/or eating areas shall be a proper
5 subject for local and/or departmental labor/management meetings.

Work Locations

Albion Armory

Alma Armory

Bay City Armory

Big Rapids Armory

Cadillac Armory

Calumet Armory

*Cheboygan Armory

Det. Light Guard Armory

Dowagiac Armory

Gladstone Armory

Grand Ledge Armory & AASF

Greenville Armory

Ishpeming Armory

Jackson Armory

Kalamazoo Armory

Kingsford Armory

*Lansing Armory

Lansing Headquarters - DMVA

Lapeer Armory

Marquette Armory

Midland Armory

Montague Armory

Olympia Armory

Pontiac Armory

Port Huron Armory

Saginaw Armory

Sault Ste Marie Armory

Shiawassee Readiness

Taylor Armory

Washtenaw Armory

Wyoming Armory

Selfridge Air National Guard Base
(SANGB)

Alpena CRTC

Battle Creek Air National Guard Base
(BCANGB)

Fort Custer Training Center

Camp Grayling Joint Maneuver Training
Center

Michigan Veterans Home at Grand Rapids

D.J. Jacobetti Home for Veterans

Michigan Veterans Home at Chesterfield
Township

Michigan Veterans Affairs Agency

DMVA/MSEA

* Armory empty

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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 as approved by the Civil Service Commission. 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 conflict exist those sections shall be declared null and void.

For MSEA:

Jacob VanSickle, Chief Spokesperson

Date

Daniel Eglon, Spokesperson

Date

Ramon Jandron, Labor Relations Specialist

Date

For DMVA:

Hannah Schuler, Human Resource Specialist

Date

Noelle Rouse, Human Resource Director

Date

Notes
