

# SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

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

And

THE DEPARTMENT OF TECHNOLOGY,  
MANAGEMENT AND BUDGET



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

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**BULLETIN BOARDS**

**ARTICLE 4, SECTION C**

MSEA bulletin boards shall be located in a conspicuous and accessible location in or adjacent to a recognized break area or a mutually agreed upon location. There shall be no more than one per building with the exception of Cadillac Place where there shall be no more than two.

It shall be the responsibility of the Department to obtain the approval of the building owner in order to install bulletin boards in non-state-owned buildings.

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**TELEPHONE DIRECTORY**  
**ARTICLE 4, SECTION G**

If a Department-wide phone directory is published listing DTMB employees only, the MSEA Central Office address and phone numbers as well as the name, address, and phone numbers for the DTMB Caucus Spokesperson will be included in the telephone directory and its revisions. In addition, MSEA and the Caucus Spokesperson will be furnished with a copy of each telephone directory, as they are published.

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**ACCESS TO PREMISES - BY MSEA REPRESENTATIVE**  
**ARTICLE 4, SECTION I**

Upon arrival at the work site, the MSEA officer/representative will check in, in the same manner as required of all visitors, notify a management representative of his/her arrival, identify the parties with whom he/she wishes to meet, and the general purpose of the meeting. The Union officer/representative will not be unreasonably hindered or delayed in the conducting of business.

The Employer shall attempt to provide reasonable and adequate meeting space. This space shall be as private as physical conditions permit.

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**MSEA OFFICERS UNPAID LEAVE - BOARD MEETINGS**  
**ARTICLE 7, SECTION B**

Any DTMB employee who has been duly elected or appointed a member of the MSEA Board of Directors will be granted 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 in advance of the date work schedules must be established.

**WASH-UP TIME**

**ARTICLE 14, SECTION F**

Where current practices provide personal wash up time, such practices shall continue. Reasonable wash up time shall be granted to employees. The cleaning of tools and/or assigned equipment will not constitute personal wash up time.

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**COMPENSATORY TIME**  
**ARTICLE 15, SECTION E**

An employee may, by mutual agreement of the Employee and the Supervisor, accumulate compensatory time in lieu of cash payment for overtime provided the employee's accumulated compensatory time credits do not exceed one hundred eighty (180) hours maximum in a year. Agreement will not be unreasonably withheld by the Employer.

If an employee is unable to use accrued compensatory time credits prior to September 1<sup>st</sup> of each year, up to ninety (90) hours of unused compensatory time can be carried over into the following fiscal year at the request of the employee. Such requests for carryover must be made in writing to Human Resources by August 15th. In addition, any remaining unused balance shall be paid off at the employee's regular rate of pay.

Scheduling of the use of compensatory time credits shall be in the same manner as that provided for annual leave in Article 39, Sec I of the Primary Agreement.



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**MSEA REPRESENTATIVES AND JURISDICTIONS**

**ARTICLE 18, SECTION A. 5.**

Where there is no steward available, the Departmental caucus Spokesperson, or Alternate, may serve as the MSEA designated representative. The Spokesperson, or Alternate, will be allowed time for travel to and from the location. Any paid leave provided by the Employer for such union activities, is governed by Civil Service Rules and Regulations.

**PURPOSE**

**LABOR MANAGEMENT MEETINGS MINUTES**

**ARTICLE 19, SECTION A.**

Minutes from a labor management meeting shall be prepared upon the request of either party, unless otherwise agreed, either party can prepare the minutes and provide a written copy to the designated representative as soon after the meeting as possible (normally within ten (10) working days). The Representative shall have five (5) working days to comment in writing prior to the distribution.

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**REPRESENTATION LABOR/MANAGEMENT MEETINGS**  
**ARTICLE 19, SECTION B.**

For the purpose of conducting Departmental Labor/Management meetings, the number of MSEA representatives from the Bargaining Units to attend such meetings shall be designated by MSEA and shall not exceed more than six (6).

At the request of either party, by mutual agreement, additional representatives may attend departmental labor/management meetings in accordance with the primary agreement. Requests will not be unreasonably denied.

MSEA will notify the Department in writing at least seven (7) days in advance of the scheduled meeting date with the names of the individuals to attend such meeting.

MSEA Staff Representatives shall be allowed to attend such meetings. If an MSEA staff representative will be attending a labor/management meeting it will be noted in the seven day written notice described above.

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**GROOMING AND ATTIRE**  
**ARTICLE 21**

The Department and MSEA agree that employees have an obligation to maintain reasonable grooming and attire standards. Grooming and attire standards must bear a reasonable relationship to the work, and the overall operations of the work unit.

Employees may approach management individually or as a staff to request changes to current attire standards, such as the ability to wear shorts during the summer months, etc.

Management agrees to consider requests and respond in a timely manner.

Except where uniforms are worn, the employer will not unreasonably deny the employee the right to wear clothing of the employee's choice.

**PROTECTIVE CLOTHING**

**ARTICLE 22, SECTION F**

Personal Protective Equipment (PPE) assessments are required by MIOSHA Regulation Part 33. Equipment or clothing determined to be required by the PPE assessment will be provided by the Employer. An employee shall use all the PPE provided by the Employer. The Employer shall provide replacement equipment or clothing when necessary due to wear and tear, lost or stolen due to the work environment, or at intervals recommended by the manufacture.

The Department will continue to provide seasonal protective clothing, approved safety shoes, safety helmets with liners, rubber, cloth, leather, and canvas gloves, rain coats, rubber and/or insulated boots, protective dust masks, hearing protection, eye protection, and any other protective items required to perform job duties, in keeping with current practices. The Department will provide appropriate clothing for those persons expected to do welding.

Whenever protective items are prescribed, as a result of federal or state statutes for particular types of jobs, no employee will be required to perform such duties until the required safety and/or protective items are provided.

The Department will recognize the need to extend the issuance of additional protective clothing, or other equipment which may be necessary to protect the health, safety, and welfare of its employees, consistent with the employee's job specifications and/or assignment.

Employees will have their own issue of each protective item necessary. From time to time it may become necessary to share items of a non-personal nature, therefore, any items to be shared in use will be appropriately maintained by the Department.

On a case by case basis, upon mutual agreement, when protective clothing items cannot be provided within a reasonable time, the employee will be authorized in writing to purchase that item and receive reimbursement upon tendering a proper receipt.

Replacement items will be exchanged when deemed worn beyond use, unsafe or obsolete by the discretion of the employer.

The Department shall provide cold weather protective clothing (winder coats, winter hats, winter gloves and hooded sweatshirts) to those classifications who work outdoors or in exposed areas including but not limited to roof tops, underground tunnels, loading docks, parking lots and trailers. Should job duties

## DTMB/MSEA

- 1 necessitate prolonged outdoor exposure, upon employee request, the Department shall provide winter
- 2 boots and winter bibs in addition to those items listed above.

**CONTAGIOUS DISEASES**

**ARTICLE 22, SECTION I**

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 the Employer shall abide by the recommendations of CDC and MIOSHA and any appropriate local health department related to contagious diseases and they shall consider recommendation by the U.S. Department of Health and Human Services and the U.S. Department of Labor when considering appropriate protective garments or devices.

**TRAINING**

**ARTICLE 29**

Whenever new technology is applied or whenever existing procedure for performing job functions of bargaining unit employees are considered by management or the employee to have been altered, or current training is non-existent or insufficient, the Employer will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job.

Civil Service training announcements will be made available to all employees. The employee shall not be held responsible for procedures, processes, repair, maintenance, or operation of machinery and equipment without first being provided with such training.

The length and type of training to be utilized shall be a proper subject for labor/management meetings at the local level. This shall include Civil Service training.

If an employee requests training and the Employer refuses, that employee shall not be held responsible for the requested knowledge. No request shall be unreasonably denied.

For all required or approved job-related training, the Employer will be responsible for all tuition /training expenses, fees, and expenses as allowed by the standardized travel regulations, and special clothing required by the School. All required or approved job-related training shall be treated as work time.



**CLOTHING**

**ARTICLE 35, SECTION A**

Any uniform required by the Department shall be provided by the Department. Uniforms provided by the Department that require dry cleaning will be dry cleaned at the Department's expense. The parties agree that the current practice of cleaning uniforms shall continue.

Replacement items will be exchanged when deemed worn beyond use, unsafe or obsolete by the discretion of the employer.

No uniform will be required in those instances where uniforms are not currently being required or provided without secondary negotiations with the union.

Uniforms, identifying insignia, and/or protective apparel which is required by the employer as a condition of employment will be furnished or reimbursed by the employer.

Current practice is:

1. No uniforms provided by the Department require dry cleaning.
2. Logistics and Operations Support provides uniforms but does not provide laundry services nor does it reimburse employees for laundering uniforms.
3. Vehicle and Travel Services provides uniforms and laundry services but does not reimburse employees for laundering uniforms.
4. The Department will continue to provide a uniform compliment for steeplejacks.
5. State Facilities Administration provides uniforms but does not provide laundry services nor does it reimburse employees for laundering uniforms.
6. The Department agrees to provide the following quantity for paragraph 2, 3, 4 and 5 above:

Summer		Winter	
5	Polo Shirts	5	Long Sleeve Denim Shirt
5	Cotton Twill Pants	5	Denim Pants
2	Leather Belts		

In work areas where shorts are provided as part of a uniform, the Department agrees to provide five (5) pairs.

## DTMB/MSEA

- 1 The employee will be responsible for cleaning and maintaining the uniform to maintain a professional
- 2 appearance.
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**TOOLS AND EQUIPMENT**

**ARTICLE 35, SECTION B**

Employees shall not be required to furnish any equipment or tools. Employees shall not be permitted to bring personal tools or equipment into the work area.

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**LOUNGE AND/OR EATING AREAS**

**ARTICLE 35, SECTION F**

Where operational needs permit and space is available, the Employer agrees to provide an adequate employee lounge and/or eating area in non-public locations. When the Department is considering buying, leasing, major remodeling, expansion, or building new office space, availability of a lounge and/or eating area shall be a factor.

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**TEST-DESIGNATED POSITION**

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**ARTICLE 53, SECTION A., 8. g.**

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During Secondary Negotiations the parties agreed that no new test-designated positions would be

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bargained under the provisions of Article 53, Section A., 8. g.

**1 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 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.

MICHIGAN STATE EMPLOYEES ASSOCIATION:

STATE OF MICHIGAN DTMB:

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Mark Sanchez, Alternate Spokesperson

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Cathy Lane, Spokesperson

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Brent Heyer, Labor and Trades Director

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Oneita Hicks, Co-Spokesperson

## Notes

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