

SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

For Employees in the
Labor & Trades

And

Safety and Regulatory Units

And

**THE MICHIGAN DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS**



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

Table of Contents

ARTICLE 4 Section C, Bulletin Boards	1
ARTICLE 4 Section G, Telephone Directory	2
ARTICLE 4 Section H, Office Space	3
ARTICLE 4 Section I, Access to Premises	4
ARTICLE 7 Section B, MSEA Officers.....	5
ARTICLE 14 Section F, Wash-up Time.....	6
ARTICLE 15 Section E, Compensatory Time	7
ARTICLE 18 Section A 5, Department Caucus Spokesperson	8
ARTICLE 19 Section A, Purpose	9
ARTICLE 19 Section B, Representation.....	10
ARTICLE 22 Section F, Protective Clothing	11
ARTICLE 22 Section I, Contagious Diseases	13
ARTICLE 29 Training	14
ARTICLE 35 Section A, Clothing	15
ARTICLE 35 Section F, Lounge and/or Eating Areas	16
APPENDIX A.....	17
TERMINATION OF AGREEMENT	18

ARTICLE 4

Section C, Bulletin Boards

Locations of new bulletin boards or a new location of an existing bulletin board for the Michigan State Employees Association (MSEA) may be requested, by the work site designee, steward, and/or Department of Licensing and Regulatory Affairs (LARA) Chief Spokesperson to the LARA Office of Human Resources.

ARTICLE 4

Section G, Telephone Directory

The Department of Licensing and Regulatory Affairs utilizes the State of Michigan telephone directory. Should the Department develop its own directory, the telephone number of the MSEA Central Office shall be included.

ARTICLE 4

Section H, Office Space

The Department agrees that when suitable space is available in those institutional settings where office space is not currently provided, it will be made available to MSEA. Local management and the MSEA Spokesperson or a person duly designated by MSEA shall mutually agree on the location.

Offices will be accessible during the usual hours that the building is open. Arrangements may be made with local management for access at other times.

ARTICLE 4

Section I, Access to Premises

Upon arrival at a Department owned or leased premise, the MSEA representative will notify the local Departmental representative of his/her arrival and identify himself/herself as a representative of MSEA. The Departmental representative will call the employee from his/her work station and provide a meeting place for the employee and the MSEA representative.

ARTICLE 7

Section B, MSEA Officers

Departmental employees who are duly elected or appointed members of MSEA's Board of Directors, Executive Council Members and Departmental Caucus Spokespersons, shall furnish their immediate supervisor with written notification of their intent to attend scheduled board meetings at least two (2) workdays before the start of the pay period.

ARTICLE 14

Section F, Wash-up Time

When necessary, all MSEA represented employees in the Department shall be allowed five (5) minutes before the meal period and five (5) minutes at the end of the workday to wash-up. Certain classifications from time to time may require longer periods of time to wash-up due to their particular task. This provision shall in no way limit the supervisor's ability to allow for a longer wash-up period on a case-by-case basis using reasonable discretion.

ARTICLE 15

Section E, 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 required to work overtime, the employee shall be compensated in cash at one and one-half (1 ½) times the regular rate, or with the consent of the Department, may elect to accrue compensatory time at one and one-half (1 ½) hours each hour of overtime, pursuant to Civil Service Rules and Regulations and 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.

ARTICLE 18

Section A 5, Department Caucus Spokesperson

The jurisdiction of Department caucus spokespersons shall be statewide. The release of the Department caucus spokespersons shall be in the same manner as referenced in Article 18.B.

ARTICLE 19

Section A, Purpose

A party requesting a Labor Management Committee Meeting shall make the request in writing and attach a proposed agenda listing the specific issues to be discussed. A meeting shall be scheduled within 30-days of the original request for the meeting. Either party may propose in writing the addition of agenda items no less than 7-days before the scheduled meeting date unless there is agreement to waive this time requirement.

The disposition of agenda items will be reduced to writing by both parties and exchanged within 10 working days. The MSEA Department spokesperson/designated representative and the Department representative will both sign the agreed upon version of the minutes of the Labor Management Committee Meeting.

ARTICLE 19

Section B, Representation.

MSEA will designate a reasonable number of representatives, not to exceed six (6), at Departmental Level Labor Management Committee meetings.

ARTICLE 22

Section F, Protective Clothing

The following shall be provided within the Department of Licensing and Regulatory Affairs (LARA):

The Department will provide one pair of protective boots, one pair of leather gloves (or an equally protective type) and protective outerwear (soot resistant pant and coat) for those employees assigned to fire investigations in the Liquor Control Commission.

Lift/Ride Inspectors in the Bureau of Construction Codes will be furnished protective coveralls, gloves and cap for summer use. They will be furnished insulated footwear, snowmobile type coveralls, hat and gloves for winter use.

Safety and Regulatory bargaining unit members who regularly inspect at construction sites, where they are exposed to cold and severe weather conditions for a prolonged period of time, shall receive upon request, a pair of insulated or un-insulated coveralls for protection, such as Carhartt, Dickies or other comparable brand, or in lieu of coveralls, an insulated jacket or coat, like Carhartt or Dickies, or other comparable brand.. The Department will provide one pair of tall rubber boots at the request of the employee who regularly inspect at construction sites.

Employees who are regularly required to inspect or provide on-site consultation at oil refinery operations, power transmission and distribution operations, and steel manufacturing operations will be provided with appropriate fire resistant (FR) clothing. Such items provided by the Department will be replaced on a case-by-case basis.

When protective clothing is commonly shared by unit staff, additional items will be made available to accommodate individual sizes. Any items to be shared will be appropriately maintained and sanitized by the Department.

Where protective items are required by rules, regulations or the PPE Assessment for a particular job duty, no employee will be required to perform that duty without being provided with those items.

Any determination of protective items necessary in this agreement will not be considered to be all-inclusive as new regulations may present different needs.

- 1 Other Bargaining Unit Members will be furnished on an as needed basis, protective clothing and
- 2 equipment in accordance with MIOSHA standards.
- 3 If problems concerning protective clothing arise and are not resolved at local Labor Management
- 4 meetings, this issue will be addressed at the Departmental Labor Management meeting.
- 5 Personal protective equipment (PPE) assessments are required by MIOSHA Regulations, Part 33.
- 6 Equipment determined to be required by personal protective equipment assessment will be provided by
- 7 the employer. An employee shall use all of the personal protective equipment provided by the employer.
- 8 The employer shall provide replacement equipment if necessary due to wear and tear on the previous
- 9 equipment or if the equipment is lost due to the work environment. Otherwise, the employee will pay for
- 10 replacement of such equipment. (See Appendix A)

ARTICLE 22

Section I, Contagious Diseases

The Department will evaluate and determine whether MSEA employees require protective garments or devices. Those garments and devices required will be provided by the Department.

ARTICLE 29

Training

The Department shall determine what training is necessary. The Department agrees to provide such training to enable employees to effectively deal with circumstances normally met on the job.

Whenever new technology, specialized equipment, or procedures for performing job functions are changed, the Department agrees to provide instructions or training in order to enable employees to fulfill the job requirements.

Management will determine what job functions have been changed or altered and provide such training to the employees.

Civil Service Training Schedules are available on the State of Michigan Learning Center. If the employee wishes to attend a training session, it is the employee's responsibility to submit an electronic request to their supervisor through the Learning Center. Attendance at such training sessions is at the discretion of the Department.

If the Department requires an employee to attend a training program and/or if the employee is required by the Department to renew registration or certification as a part of continued employment, the Department will pay for such training and/or fees for registration or certification renewal.

ARTICLE 35

Section A, Clothing

The current Department practices, regarding required wearing apparel and cleaning of garments shall remain in effect.

ARTICLE 35

Section F, Lounge and/or Eating Areas

- 1
- 2 The Department agrees to maintain separate lounge and/or eating areas where current practice so
- 3 provides in accordance with all provisions of Article 35, Section F.

APPENDIX A

The following is not part of this Collective Bargaining Agreement but is reproduced here for reference purposes only and may be amended, modified, or abolished at any time by the Michigan Occupational Safety and Health Administration (MIOSHA).

HAZARD ASSESSMENT

R 408.13308 Personal protective hazard assessment and equipment selection.

Rule 3308. (1) An employer shall assess the workplace to determine if hazards are present, or are likely to be present, that necessitate the use of personal protective equipment.

(2) If the hazards are present or are likely to be present then the employer shall do all of the following:

- (a) Select, and have each affected employee use, the types of personal protective equipment that will protect the affected employee from the hazards identified in the hazard assessment.
- (b) Communicate selection decisions to each affected employee.
- (c) Select the personal protective equipment that properly fits each affected employee.
- (d) Select personal protective equipment that shall be designed and constructed to be safe for the work to be performed.

Note: Non-mandatory Appendix B contains an example of procedures that complies with the requirement for a hazard assessment.

(3) An employer shall verify that the required workplace hazard assessment has been performed through a written certification which identifies all of the following information:

- (a) The workplace evaluated.
- (b) The person certifying that the evaluation has been performed.
- (c) The date or dates of the personal protective hazard assessment.
- (d) The document is a certification of hazard assessment.

1

TERMINATION OF 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 provisions of the Primary Agreement, and to the extent that conflict exists those sections shall be declared null and void.

For MSEA:

Jacob Vansickle, MSEA President

Date

For the Department of Licensing and Regulatory Affairs:

Amanda Satkowski, Labor Relations Manager

Date

Notes
