

# SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

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

And the

MICHIGAN DEPARTMENT of  
LABOR and ECONOMIC  
OPPORTUNITY



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

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**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 Labor and Economic Opportunity (LEO) Chief Spokesperson and/or the designated Agency. MSEA would be allowed to identify the bulletin board by placing its name on the board.

**ARTICLE 4**

**Section G, Telephone Directory**

The Department of Labor and Economic Opportunity (LEO) 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 I, Access to Premises**

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

**ARTICLE 14**

**Section F, Wash-Up Time**

All MSEA represented employees in the Department shall be allowed up to ten (10) minutes before lunch and up to ten (10) minutes at the end of the work day, to wash-up and prepare for lunch or to go home. Certain classifications from time to time may require longer periods of time to wash-up due to their particular task such as painters, reproduction machine operators, laborers, etc. 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.

Wash-up time will start from the time the employee returns to the work location or where wash-up facilities are available.

**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 there by lose annual time.

Eligible employees shall be entitled to accrue no more than (80) 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 at the end of the fiscal year. Written notice shall be provided to the employee and 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 numbers of hours in pay status on a daily basis.

**ARTICLE 18**

**Section A 5, Department Caucus Spokesperson**

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



**ARTICLE 19**

**Section A, Labor Management Meetings**

A party requesting a Labor Management 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 Meeting.

**ARTICLE 19**

**Section B, Number of Representatives at Labor Management Meetings**

MSEA will be entitled to the greater of two (2) designated MSEA representatives, or the number of Employer representatives at Departmental Level Labor Management meetings who shall travel and attend such meetings. With mutual agreement additional employee representatives may, on a case-by-case basis, attend a scheduled Labor Management meeting if their attendance would be necessary to discuss a specific agenda item. Any paid leave provided by the employer for such activities, is governed by Civil Service Rules and Regulations.

**ARTICLE 22**

**Section F, Protective Clothing**

Agencies within the Department of Labor and Economic Opportunity (LEO) will continue to provide protective clothing for bargaining unit members as necessary, including protective clothing, determined to be required by Personal Protective Equipment (PPE) assessment.

Specifically, the employer will provide two (2) smocks per year to Reproduction Machine Operators should they desire the use of smocks. Smocks are not required apparel by the employer.

The Department will provide one pair of protective boots, one pair of leather gloves (or an equally protective type), per year for MSEA employees that a personal protective equipment (PPE) assessment requires it.

In the Michigan Occupational Safety and Health Administration (MIOSHA), Workplace Safety Representative (WSR) in the Construction Safety and Health Division and CET Division Onsite Consultation Unit that provide services to the construction industry and WSR in the General Industry Safety and Health Division and CET Division Onsite Consultation Unit who inspect sawmills, salvage yards, oil wells, and logging operations shall receive either insulated coveralls or an insulated jacket, like Carhartt or Dickies, or other comparable brand, when they are exposed to cold and severe weather conditions for a prolonged period of time. Employees shall be reimbursed for this insulated clothing provided they have obtained supervisory approval.

MIOSHA staff 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.

**ARTICLE 22**

**Section I, Contagious Diseases**

When determined that it is necessary for the Bargaining Unit employees to have protective garments or devices to perform their job duties, which protective garments shall be determined in accordance with Article 22, Section I of the Primary Agreement.

**ARTICLE 29**

**Training**

Agencies within Department of Labor and Economic Opportunity (LEO) shall determine what training is necessary. The Agencies agree 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 Agencies agree 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 published quarterly. These schedules are available on the Civil Service website. If an employee does not have access to the schedules through the website, the employee may make a request to review the schedules, and the Agencies will make them available for review. If the employee wishes to attend a training session, it is the employee's responsibility to submit a written request to their supervisor. Attendance at such training sessions is at the discretion of the Agencies.

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

**ARTICLE 35**

**Section A, Clothing**

Michigan Strategic Fund/MEDC (MSF/MEDC)

If the Employer requires, uniforms in the MSF/MEDC shall be provided by the Agency. Employees will be provided with six (6) shirts (short or long sleeves, at the employee's discretion).

All uniforms will be provided in the proper sizes. Uniforms will be replaced as they are worn out. Employees will provide the Employer with worn out clothing before new uniforms are ordered. Uniforms (shirts), provided shall only be worn on scheduled work days and only for work purposes.

Bargaining unit employees may purchase, at their expense, additional shirts if they so choose.

**ARTICLE 35**

**Section F, Lounge and/or Eating Areas**

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

**TERMINATION OF SECONDARY AGREEMENT**

This Secondary Agreement will upon approval of the Civil Service Commission, be in force throughout the term of the Primary Agreement. It is understood that if Primary Agreement is extended, this Secondary Agreement continues for the same period. It is further agreed that provisions of this Secondary Agreement shall 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.

Termination Date December 31, 2027

**For MSEA:**

\_\_\_\_\_  
Jacob Vansickle, President

\_\_\_\_\_  
Date:

**For the Department of Labor and Economic Opportunity:**

\_\_\_\_\_  
Todd Ackerman, Labor Relations Representative

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Brian Schrems, Spokesperson

\_\_\_\_\_  
Date:





LEO/MSEA

## Notes

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