

SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

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

And

THE DEPARTMENT OF STATE



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

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ARTICLE 4

ASSOCIATION RIGHTS

The Employer will continue to furnish to or share with MSEA all bulletin boards according to current practices. Under no circumstances shall existing bulletin boards be rescinded or removed. The Employer will also provide space for additional boards so the total number of bulletin boards shall not exceed one (1) bulletin board per eighty (80) bargaining unit employees or fraction thereof, but no less than one (1) bulletin board per building, and in buildings with multiple floors, no less than one (1) per floor.

All bulletin boards shall be located in non-public service areas of the work site and shall be unobstructed and shall be posted at eye level. The exact location(s) of any new boards will be determined in cooperation with supervision. Failure to mutually agree upon such locations or concerns with the adequacy of shared space at the work site, are proper subject matters for departmental Labor Management meetings.

New bulletin boards not installed at the mutually agreed upon locations within thirty (30) days may be brought to the attention of the Department's Office of Human Resources which will promptly undertake measures to see that the bulletin boards are installed without further delay.

ARTICLE 14

HOURS OF WORK

Section F. Wash-Up Time

Employees who, in carrying out their job responsibilities, are asked to perform tasks which expose them to excessive conditions of heat, dust, dirt, etc., beyond what would be found in a normal office setting, shall be allowed necessary wash-up time prior to lunch or the return to her/his regular duties.

The current practices of allowing wash-up time prior to lunch or departing at the end of the workday, for employees of these units, shall continue.

ARTICLE 15

OVERTIME

Section E. Compensatory Time

Consistent with the provisions of Article 15, Section E of the Primary Agreement, accumulation and use of compensatory time shall be approved under the following conditions:

1. When compensatory time in lieu of cash payment for overtime is made available, employees shall have the choice of accumulating compensatory time off or receiving cash payment. Employees shall be limited to earning a cap of 240 hours of compensatory time in a fiscal year.
2. Accrued time shall be used at the convenience of the employee, subject to supervisory approval in the manner as annual leave approval.
3. Employees shall provide the timekeeper with the 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 leave credits.
4. If the employee is unable to use accrued compensatory time credits before the end of the fiscal year in which the credits have been earned, the employee must be paid at the regular rate for the unused balance. Or, upon mutual agreement, such credits, up to forty (40) hours, may be carried into the following fiscal year.
5. Dispute(s) involving the availability of compensatory time shall be discussed in a Labor Management Meeting(s).

Compensatory time credits earned shall be credited at the overtime rate established in the Primary Agreement and payment for these credits shall be based on total credits accrued.

ARTICLE 18

MSEA REPRESENTATION

Section A. 5. MSEA Representation and Jurisdiction

The Jurisdiction of department caucus spokesperson shall be statewide. The release of the department caucus spokesperson shall be in the same manner as referenced in Article 18, Section B of the Primary Agreement.

ARTICLE 19

LABOR MANAGEMENT COMMITTEE MEETINGS

Section A. Purpose

Concurrent with scheduling a labor-management meeting, either party requesting a labor- management committee meeting shall make the request in writing and attach a proposed agenda. Such requests are to be submitted 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 committee meetings in accordance with the Primary Agreement. At a minimum, the agenda shall summarize the problems(s) or concern(s), work site(s) involved if applicable, date of occurrence(s), and, if possible, individual(s) involved. If there are no agenda items submitted in accordance with this article, the meeting will be considered cancelled.

In the absence of a departmental spokesperson, alternate spokesperson or job steward, any concerned bargaining unit member shall contact the MSEA office for a member services representative to follow the procedure as outlined above.

Minutes shall be taken by both parties. The minutes shall reflect the agenda items discussed during the labor-management meeting, and any follow-up task(s) from both sides. Additionally, those item(s) satisfactorily mediated to the agreement of all concerned parties prior to the end of a labor-management meeting shall be contained in the body of the minutes. The minutes will be exchanged for review and written comment(s). Any written comment(s) provided by either party shall be an addendum to the minutes.

Time frames to respond to either party's request for information made during the labor-management meeting shall be established through mutual agreement prior to the conclusion of the labor- management meeting. All time frames may be extended by mutual agreement of the parties.

The parties shall provide in writing, or via e-mail, confirmation of the review of the other party's minutes, with or without comments. The date upon which this confirmation is received shall be recorded as finalization of those minutes.

B. Representation.

When either MSEA or the Employer requests a Labor-Management Meeting as authorized by Article 19 of the Primary Agreement, MSEA shall designate its representatives to such meetings in accordance with

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1 this Section. The number of MSEA representatives to participate in such meetings at the departmental,
2 bureau, division, or local office level shall be designated by MSEA.

3 It is the intent of the parties to minimize time lost from work. Therefore, Labor-Management Meetings
4 shall be established to cover the concerns of employees in this representation unit.

ARTICLE 21

GROOMING AND ATTIRE

The Employer and MSEA agree that employees have an obligation to maintain reasonable grooming and attire standards which bear a reasonable relationship to their work.

The Employer will not be arbitrary or capricious when requiring any employee to conform to any standards.

Dispute(s) regarding the application of these provisions shall be the subject of a Labor-Management Meeting(s).

ARTICLE 22

HEALTH AND SAFETY

Section F. Protective Clothing

Where the Department requires or provides protective clothing as described in Article 22, Section F of the Primary Agreement, the Department will provide for necessary cleaning or replacement of such apparel.

Field employees will be supplied protective clothing on an as needed basis, including, but not limited to, rubber and/or insulated boots, coveralls and protective coats.

Labor and Trades employees required to work in harsh or inclement weather will be supplied protective hats, gloves, boots, jackets and other protective equipment as needed.

Dispute(s) regarding the application of these provisions shall be the subject of a labor-management meeting(s). Such meetings shall include the attendance of the MSEA representative and the employer representative appointed to the Health and Safety Committee.

Section I Contagious Diseases

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

ARTICLE 29

TRAINING

The Employer recognizes that it has a responsibility to determine training needs and to provide effective training. Training may take the form of on the job and/or formalized training. The Employer will endeavor to provide sufficient training to enable employees to effectively deal with circumstances normally met on the job. Such training will be provided at the time of hire or whenever job responsibilities become significantly altered. Training shall begin within thirty (30) days of such change.

Employees who are eligible for overtime for hours in excess of eight (8) hours in a day will be compensated for time spent traveling to and from training sites removed from their normal work site, where travel to such training sites from the employee's residence is greater than the normal travel from the employee's home to their official work station. This compensation will be at their regular rate of pay unless the travel involves time over and above that worked in a regular day, in which case the rules governing overtime and compensatory time will prevail.

All employees must be compensated for travel expenses from their normal work sites to training at the established state reimbursement rate. The Employer will not require employees to take training during previously approved employee vacations.

Selection for training, bargaining unit members acting as trainers, and the length and type of training to be utilized are proper subject(s) for discussion with MSEA at Departmental Labor-Management Meetings.

Employees who are expected to conduct training due to their job specification or position description but who would prefer not to be responsible for training another employee, shall not be compelled to do so as long as there is another employee at the work site in the classification, who is agreeable to the assignment. Employees who by a job specification or position description are not expected to train, will only be asked to do so on a voluntary basis.

Excluding lead workers, non-supervisory personnel shall not be required to train supervisory personnel in work procedures, except on a voluntary basis. Lead workers shall be required to conduct such training only in the absence of volunteers.

Employees who are assigned to do any training will have recognition for such duties reduced to writing and placed permanently in their personnel files.

ARTICLE 35

MISCELLANEOUS BENEFITS

Section A. Clothing

MSEA recognizes the employer's right, by Primary Agreement, to require employees to wear uniforms. The type and number of uniforms for those bargaining unit employees required to wear uniforms, will be discussed, in the Labor-Management Meeting process, by the Employer and MSEA. The parties will make a good faith effort to resolve issues, within this context, prior to the purchase of any such uniforms. Employees asked to wear uniforms shall cooperate and comply with the request. Any uniforms required by the Department shall be provided by the Department. Furnished uniforms which require dry cleaning will be cleaned, repaired and replaced at the employer's expense.

Dispute(s) regarding the application of these provisions shall be the subject of a Labor-Management Committee Meeting(s).

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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 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, President

Date

For the Department of State:

Brittany Edwards, Labor Relations Manager

Date