

# SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

AND

MICHIGAN DEPARTMENT OF TREASURY

FOR THE EMPLOYEES IN  
LABOR AND TRADES UNIT

and

SAFETY & REGULATORY UNIT



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

## Table of Contents

ARTICLE 4, SECTION C .....	4
OFFICE SPACE.....	5
ARTICLE 4, SECTION H .....	5
ACCESS TO PREMISES BY MSEA STAFF .....	6
ARTICLE 4, SECTION I.....	6
MSEA OFFICERS .....	7
ARTICLE 7, SECTION B .....	7
WASH-UP TIME.....	8
ARTICLE 14, SECTION F .....	8
COMPENSATORY TIME .....	9
ARTICLE 15, SECTION E .....	9
ARTICLE 18, SECTION A. 5.....	10
REPRESENTATION LABOR/MANAGEMENT MEETING.....	11
ARTICLE 19, SECTION B .....	11
PROTECTIVE CLOTHING .....	12
ARTICLE 22, SECTION F .....	12
TRAINING .....	13
ARTICLE 29 .....	13
CLOTHING.....	14
ARTICLE 35, SECTION A .....	14
TOOLS AND EQUIPMENT.....	15
ARTICLE 35, SECTION B .....	15
LOUNGE AND/OR EATING AREAS.....	16
ARTICLE 35, SECTION F .....	16
TERMINATION OF AGREEMENT .....	17



**BULLETIN BOARD**  
**ARTICLE 4, SECTION C**

MSEA shall be authorized bulletin boards for the utilization of all units it represents according to the following formula:

- a. The AUSTIN Building in Lansing will have a total of one (1) bulletin board.
  - b. The Operations Center will have two (2) bulletin boards.
  - c. One (1) bulletin board for each new office where bargaining unit employees are assigned.
- Bulletin boards will be located in high-traffic areas in the same general locations as other bulletin boards.  
New bulletin boards will not exceed twelve (12) square feet in area.

Requests will be submitted by the MSEA Spokesperson (or his/her designee) to the Department, indicating the desired location of the boards.

**OFFICE SPACE**

**ARTICLE 4, SECTION H**

It is understood by the parties that the Department's offices are not institutional settings, therefore, office space at the Department's offices is not an appropriate subject for Secondary Negotiations. It is not, however, the Department's intent to prohibit MSEA from meeting on the Department's premises by contacting the Human Resources Division Administrator.

At locations where the Department maintains offices without conference or meeting rooms, MSEA representatives may, subject to prior request and availability of space, use a portion of the non-occupied work premises to conduct its official business involving Department employees during normal business hours.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

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

The Department agrees that MSEA Staff/Representatives will be admitted on the work premises during working hours. Where possible, the representative will notify the Human Resources Division Administrator (or his or her designee) at least one hour before arrival at the work site.

When an employee has to be released from his/her duties the MSEA representative will inform the Department representative of the party with whom he/she wishes to meet and the nature of the business to be conducted.

The Department representative will arrange for the release of the employee(s) from work duties on unpaid leave (where such release is authorized by this contract) and meeting space, if needed.

**MSEA OFFICERS**

**ARTICLE 7, SECTION B**

The Department agrees to release Bargaining unit employees, designated by MSEA as State Officers, to attend MSEA Board Meetings. Treasury employees who have been duly elected or appointed as a member of the MSEA Board of Directors shall be granted unpaid Leave to attend MSEA board meetings in accordance with Article 7 of the primary agreement and shall provide written notice of their intent to attend such meeting(s) to their immediate supervisor. Notice shall be received at least two (2) work days prior to the scheduled board meeting.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

**WASH-UP TIME**

**ARTICLE 14, SECTION F**

Bargaining unit employees will be provided sufficient wash up time. Whenever it becomes necessary for an employee, because of the nature of their duties, to clean up or change clothes, there will be sufficient time allotted during the regular work period to meet this need.

Where wash-up time becomes an issue that cannot first be resolved at the local level, the issue of wash-up time shall at the request of MSEA and will become a subject for a Departmental level labor/management meeting.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18

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

1. Accumulation

The Department agrees to compensate eligible employees in cash payment or, at the employee's request, in compensatory time at one and one-half hours for each hour of overtime worked, to a maximum of one hundred and twenty (120) hours accumulated per fiscal year.

2. Scheduling

When an employee has accumulated compensatory time hours (credits), use of these credits shall be subject to the same supervisory approval procedures as for Annual Leave.

3. Payoff and Carry Over

An employee may be paid off in cash for unused compensatory time credits at the end of the Fiscal year or carry over up to eighty (80) hours to the following Fiscal year. Employees shall advise Human Resources of their option no later than September 15 of the current fiscal year. Absent notification to Human Resources, the employee will be paid off for any compensatory time credit balance at the end of the current fiscal year.

TRY/MSEA

1  
2 **MSEA REPRESENTATION**  
3 **ARTICLE 18, SECTION A. 5.**

4  
5 The release of the department caucus spokesperson shall be in the same manner as referenced  
6 in Article 18, Section B of the Primary Agreement.

7

1  
2  
3  
4  
5  
6  
7  
8  
9

**REPRESENTATION LABOR/MANAGEMENT MEETING**

**ARTICLE 19, SECTION B**

When Departmental meetings are scheduled for Department of Treasury MSEA represented employees, the Union shall provide the Department with the names of up to three (3) representatives to attend such meetings at least two (2) work days in advance of the scheduled meeting date so that supervisors may be properly informed.

1  
2  
3  
4  
5  
6  
7  
8  
9

**PROTECTIVE CLOTHING**

**ARTICLE 22, SECTION F**

The Department will furnish protective clothing and equipment and provide required training for Bargaining unit employees to protect the Health and Safety of employees against hazards they might reasonably be expected to encounter, and to perform their job duties safely and effectively. Any protective apparel item provided by the Department shall be used by the employee(s) if recommended by the Health and Safety Committee.

**TRAINING**  
**ARTICLE 29**

a. On the Job Training

The Department will provide sufficient training to employees to enable them to safely and effectively perform their job duties. Training will be provided under the following conditions at the time of entry to a new position; whenever new technology is applied; when procedures for performing existing job duties are changed.

1. Formal training programs conducted by the Department shall provide employees with a clear and understandable statement of purpose and objectives.
2. Training will be provided for an employee when he/she transfers, is bumped, or reassigned to a job with significantly different job duties.

Training shall begin within 10 working days. Training will be conducted by lead workers and supervisory personnel.

3. All training will be conducted in an atmosphere of mutual dignity and respect. Employees will not be trained in a manner that would discriminate or create greater employment preference or promotional opportunities for some employee(s) to the detriment of other employees.

b. Civil Service Training Programs

1. The allocation of Administrative Leave for training shall be in accordance with current Departmental practice.
2. The Department will provide timely notice to all employees of all training programs available through the Civil Service Commission. The Department shall nominate for training programs all qualified employees requesting training, subject to operational needs and training program class size.
3. If the Department requires an employee to attend a training program, Administrative Leave will be granted. Any cost for the course, fees, or book expenses will be paid by the Department.

1 4.

2 CLOTHING

3 ARTICLE 35, SECTION A

4 Any uniform, identifying insignia and/or protective apparel furnished or required by the Department which  
5 require dry cleaning will be cleaned at the Department's expense.

6

1  
2  
3  
4  
5  
6  
7  
8  
9

**TOOLS AND EQUIPMENT**  
**ARTICLE 35, SECTION B**

The Department recognizes its obligation to provide and maintain tools and/or equipment where necessary. The Department agrees to provide and maintain such tools and equipment where they are needed for employees to perform the duties of their job. When new, additional, updated, and/or replaced equipment(s) is necessary; specifications for such equipment shall be proper subject for labor/management meetings.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17

**LOUNGE AND/OR EATING AREAS**

**ARTICLE 35, SECTION F**

The Department agrees to provide adequate employee lounge and/or eating areas in all locations where space and operational needs permit, subject to Department of Management and budget regulations and operational limitations.

In those locations where a conference or meeting room has been designated for use as an employee lounge/eating area, the Employer will make every reasonable effort to ensure that scheduling of the area for other purposes does not conflict with employee lunch schedules. In the event that scheduling conflicts arise during the lunch or break periods, the Employer will make every reasonable effort to provide alternate space for lunch and breaks. For purposes of this Article, the issue of the adequacy of such Facilities may be discussed at labor/management meetings. If space is not available for providing or maintaining such lounge or eating areas, the parties shall make an effort to develop options to meet the needs of the employees.

The Employer agrees to make every reasonable effort to see that adequate lounge or eating areas will be included in the plans for all offices newly occupied after the effective date of this 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, President Date:

**For the Department of Treasury:**

Kelly Frump, Human Resources Director

## Notes

[illegible]