

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, 2024

Table of Contents

ARTICLE 4 Section C, Bulletin Boards	1
ARTICLE 4 Section G, Telephone Directory	1
ARTICLE 4 Section I, Access to Premises	1
ARTICLE 14 Section F, Wash-Up Time	1
ARTICLE 15 Section E, Compensatory Time	2
ARTICLE 18 Section B 5, Department Caucus Spokesperson	2
ARTICLE 19 Section A, Labor Management Meetings	3
ARTICLE 19 Section B, Number of Representatives at Labor Management Meetings.....	3
ARTICLE 22 Section F, Protective Clothing	3
ARTICLE 22 Section I, Contagious Diseases	4
ARTICLE 29 Training.....	4
ARTICLE 35 Section A, Clothing	5
ARTICLE 35 Section F, Lounge and/or Eating Areas	5
TERMINATION OF SECONDARY AGREEMENT	6

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2
3
4
5
6
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8
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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.

1 **ARTICLE 15**

2 **Section E, Compensatory Time**

3 Each time an eligible employee is requested to work overtime, the employee has the option upon
4 recommendation of his/her supervisor and approval by the Office of Human Resources, to be
5 compensated in cash or accruing compensatory time at the time-and-one-half rate, pursuant to applicable
6 provisions of the Civil Service Compensation Plan. The option of accruing compensatory time shall not
7 be unreasonable denied. If denied, the reasons for such denial shall be in writing to the employee.

8 When compensatory time credits have been accrued by an eligible employee for overtime work, this
9 accrued time shall be used subject to supervisory approval based on criteria applicable to annual leave.
10 Accrued compensatory time shall be used before annual leave except where the employee at the
11 maximum annual leave cap would there by lose annual time.

12 Eligible employees shall be entitled to accrue no more than (80) hours of authorized compensatory time.
13 If the employee does not use accrued compensatory time credits before the end of the fiscal year in
14 which the credits have been earned, the Employer may elect to cash out all unused at the end of the
15 fiscal year. Written notice shall be provided to the employee and Union if the Employer elects to cash out
16 some or all of the accrued compensatory time credits.

17 Timekeeping records shall be maintained for all employees to record the total numbers of hours in pay
18 status on a daily basis.

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20 **ARTICLE 18**

21 **Section B 5, Department Caucus Spokesperson**

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

1 **ARTICLE 19**

2 **Section A, Labor Management Meetings**

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

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

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11 **ARTICLE 19**

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

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

19
20 **ARTICLE 22**

21 **Section F, Protective Clothing**

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

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

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

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

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

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ARTICLE 22

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Section I, Contagious Diseases

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

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ARTICLE 29

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Training

22 Agencies within Department of Labor and Economic Opportunity (LEO) shall determine what training is
23 necessary. The Agencies agree to provide such training to enable employees to effectively deal with
24 circumstances normally met on the job.

25 Whenever new technology, specialized equipment, or procedures for performing job functions are
26 changed, the Agencies agree to provide instructions or training in order to enable employees to fulfill the
27 job requirements.

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

1 Civil Service Training Schedules are published quarterly. These schedules are available on the Civil
2 Service website. If an employee does not have access to the schedules through the website, the
3 employee may make a request to review the schedules, and the Agencies will make them available for
4 review. If the employee wishes to attend a training session, it is the employee's responsibility to submit
5 a written request to their supervisor. Attendance at such training sessions is at the discretion of the
6 Agencies.

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

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ARTICLE 35

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Section A, Clothing

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Michigan Strategic Fund/MEDC (MSF/MEDC)

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

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

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

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ARTICLE 35

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Section F, Lounge and/or Eating Areas

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

1 **TERMINATION OF SECONDARY AGREEMENT**

2 This Secondary Agreement will upon approval of the Civil Service Commission, be in force throughout
3 the term of the Primary Agreement. It is understood that if Primary Agreement is extended, this
4 Secondary Agreement continues for the same period. It is further agreed that provisions of this
5 Secondary Agreement shall not supersede or conflict with any provisions of the Primary Agreement,
6 and to the extent that conflict exists those sections shall be declared null and void.

7
8 Termination Date December 31, 2024
9

For MSEA:

Erik Bailey, MSEA Executive Director

Date:

For the Department of Labor and Economic Opportunity:

Dashonna Abdullah, Labor Relations Specialist

Date:

Brian Schrems, Spokesperson

Date:

