

Date: _____ Time: _____ MSEA: _____ MDOT: _____

SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

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

MICHIGAN DEPARTMENT OF TRANSPORTATION



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 H Office Space	2
ARTICLE 4, SECTION I Access to Premises	3
ARTICLE 7, SECTION B MSEA Officers	4
ARTICLE 14, SECTION F Wash-Up Time.....	5
ARTICLE 15, SECTION E Scheduling of Compensatory Time.....	6
ARTICLE 18, SECTION A (5) MSEA Representation.....	8
ARTICLE 19, SECTION A Labor Management Committee Meeting Agenda	9
ARTICLE 21 Grooming and Attire.....	10
ARTICLE 22, SECTION F Protective Clothing.....	11
ARTICLE 29 Training	13
ARTICLE 35, SECTION A Clothing.....	14
ARTICLE 35, SECTION B Tools and Equipment	15
ARTICLE 35, SECTION F Lounge and/or Eating Areaa	16
LETTER OF UNDERSTANDING RESIDENCY REQUIREMENT	17
TERMINATION OF AGREEMENT	18

ARTICLE 4, SECTION C
BULLETIN BOARDS

In Department buildings, location of bulletin boards will be discussed with the local MSEA Steward or designee. Problems arising relating to the placement of bulletin boards will be a proper subject for discussion at local Labor/Management Meeting(s).

In other offices MSEA will be allowed to post and control MSEA information in a designated area of existing bulletin boards. In the event the designated area of the bulletin board is too small, MSEA will be allowed to request the installation of a new board in accordance with the Primary Contract.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

ARTICLE 4, SECTION H
OFFICE SPACE

The Department will provide space, where available, in a convenient location for the Steward to maintain a secured file, to be provided by MSEA. The Department will continue to provide secured portions of a file at work sites where they are presently provided.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

ARTICLE 4, SECTION I
ACCESS TO PREMISES

Upon arrival at the work location, the MSEA Representative will notify a Department Representative of his/her arrival and identify the party or parties with whom he/she wishes to meet and the nature of the business to be conducted and approximately the length of time the meeting will last. For purposes of this article, "Department Representative" is defined as the first line supervisor of the parties with whom the MSEA Representative wishes to meet. If the Department Representative is not available, the MSEA Representative will notify the next line supervisor of the same information.

1 **ARTICLE 7, SECTION B**
2 **MSEA OFFICERS**

3 Officers of MSEA, planning to attend MSEA Board Meetings shall submit a leave request in advance to
4 attend such meetings.

ARTICLE 14, SECTION F

WASH-UP TIME

Departmental employees in the Labor and Trades Unit will be allowed five (5) minutes before meal periods and ten (10) minutes at the end of the work day to clean up. From time to time, certain employees may require longer periods of time to clean up due to their particular tasks. In such instances, the supervisor may authorize a longer period of time on a case-by-case basis using reasonable discretion.

Employees in the Safety and Regulatory unit will be allowed five (5) minutes before rest periods and meal period to wash up.

Employees in both the Labor and Trades and Safety and Regulatory Units will be allowed wash-up time.

ARTICLE 15, SECTION E
COMPENSATORY TIME

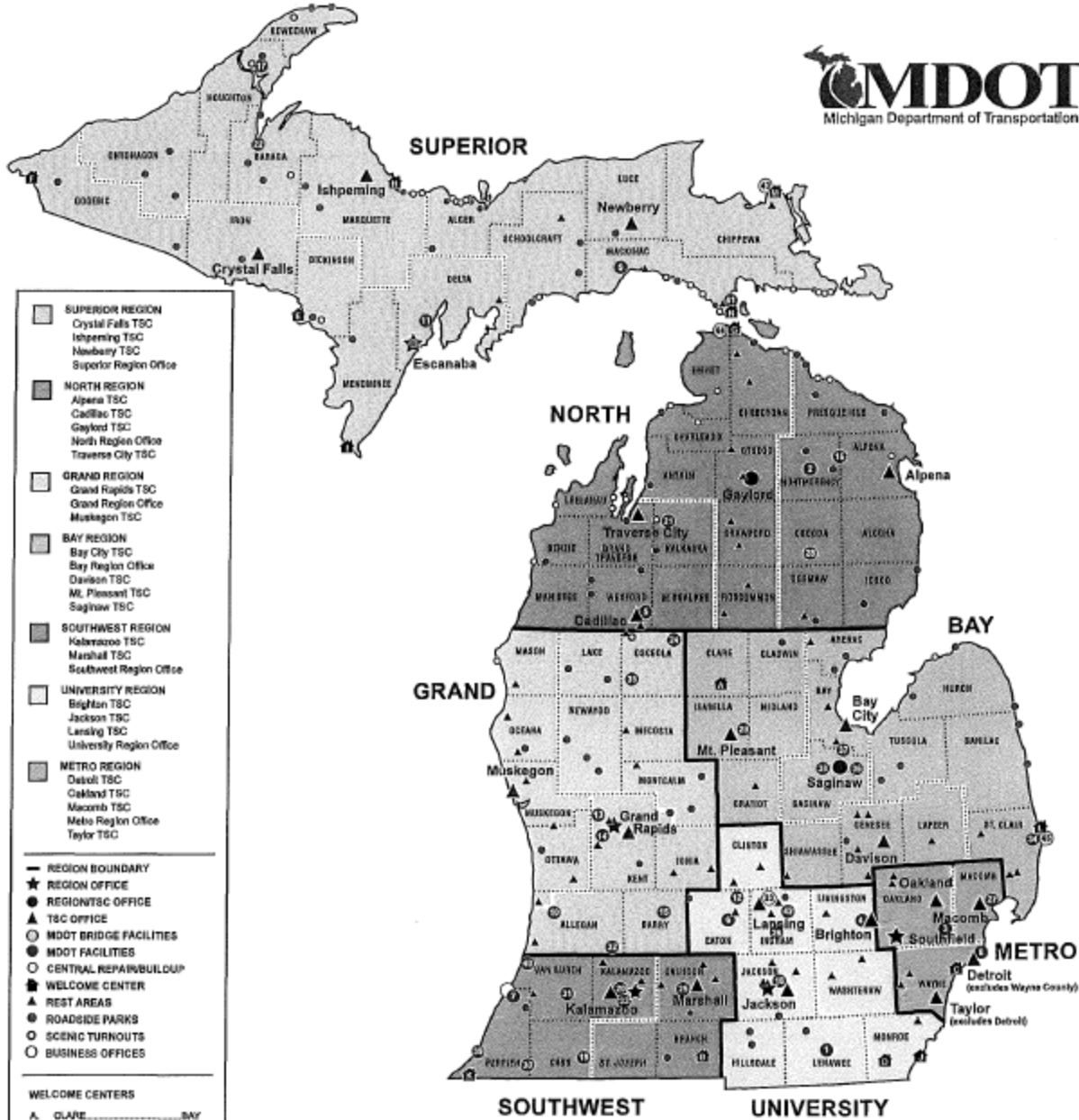
1
2
3
4
5
6
7
8
9
10
11
12
13
14

When the accumulation of compensatory time is authorized by the Department, employees may have the choice of banking the time earned or receiving cash payment. Compensatory time accumulation levels will be set at the Departmental level. Compensatory time when authorized, will be earned at the premium rate of one and one-half (1½) hours for every hour worked. Such time will be recorded on the time sheet, as compensatory time, at the rate of actual time worked but will be recorded in SIGMA at the premium rate of time and one-half (½). Accumulated totals shall be maintained on the employees' pay stub according to current practice.

Employees may have the choice of accumulating compensatory time off or receiving cash payment. Written notification of their intent to carry over up to forty (40) hours of compensatory time must be received by the Compensation and Benefits Unit by September 1st of the current fiscal year. If notice is not filed, the employee(s) will be paid for any unused compensatory time credits at the end of the current fiscal year.



MDOT Regional Service Areas and Facilities



WELCOME CENTERS

A. CLARE	.....BAY
B. COLDWATER	.....SWR
C. DETROIT	.....MET
D. DUNDIE	.....UNV
E. IRON MOUNTAIN	.....SUP
F. IRONWOOD	.....NOR
G. MACKINAW CITY	.....NOR
H. MARQUETTE	.....SUP
I. MENOMINEE	.....SUP
J. MONROE	.....UNV
K. NEW BUFFALO	.....SWR
L. PORT HURON	.....BAY
M. SAULT STE. MARIE	.....SUP
N. ST. IGNACE	.....SUP

MDOT FACILITIES AND CENTRAL REPAIR/BUILDUP

1. ADRIAN GARAGE	.....UNV
2. ATLANTA GARAGES/LAB	.....NOR
3. AUBURN HILLS REGION CREWS	.....MET
4. BRIGHTON GARAGE	.....UNV
5. CADELLAC REGION CREWS	.....NOR
6. CHARLOTTE GARAGE	.....UNV
7. COLOMA GARAGE	.....SWR
8. DETROIT GARAGE	.....MET
9. ENGADINE GARAGE	.....SUP
10. FENNVILLE GARAGE	.....GRD
11. GLADSTONE SIGN SIGNAL FACILITY	.....SUP
12. GRAND LEDGE GARAGE	.....UNV
13. GRAND RAPIDS GARAGE	.....GRD
14. GRAND RAPIDS REGION CREWS/LAB	.....GRD
15. HASTINGS GARAGE	.....GRD
16. HILLMAN LAB	.....NOR
17. HOUGHTON GARAGE	.....SUP
18. JACKSON REGION CREWS/LAB	.....UNV
19. JONES GARAGE	.....SWR
20. KALAMAZOO GARAGE	.....SWR
21. KALKASKA GARAGES/LAB	.....NOR
22. L'ANSE GARAGE	.....SUP
23. LANSING CENTRAL REPAIR/BUILDUP	.....UNV
24. MARION GARAGE	.....GRD
25. MARSHALL GARAGE	.....SWR
26. MASON GARAGE	.....UNV
27. METRO LAB	.....MET
28. MIO GARAGE	.....NOR
29. MT. PLEASANT GARAGE	.....BAY
30. NILES GARAGE	.....SWR
31. PAW PAW CENTRAL REPAIR	.....SWR
32. PLAINWELL GARAGE	.....GRD
33. PORTAGE REGION CREWS	.....SWR
34. PORT HURON GARAGE	.....BAY
35. RIED CITY GARAGE	.....GRD
36. SAGINAW EAST SIDE GARAGE	.....BAY
37. SAGINAW REGION CREWS	.....BAY
38. SAGINAW WEST SIDE GARAGE	.....BAY
39. SAWYER GARAGE	.....SWR
40. SOUTH HAVEN GARAGE	.....SWR
41. ST. IGNACE GARAGE	.....SUP
42. WILLIAMSTON GARAGE	.....UNV
MDOT BRIDGE FACILITIES	
43. INTERNATIONAL BRIDGE	.....SUP
44. MACKINAC BRIDGE	.....NOR
45. BLUE WATER BRIDGE	.....BAY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

ARTICLE 18, SECTION A (5)
MSEA REPRESENTATION

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

ARTICLE 19, SECTION A

LABOR MANAGEMENT COMMITTEE MEETING AGENDA

MSEA will provide a written agenda as directed in Article 19, Section A of the primary agreement, seven (7) calendar days in advance of the proposed meeting.

The agenda, at all levels shall summarize the problem/issue, the work site involved, date of the occurrence and if possible, individuals involved. If there are no agenda items submitted in accordance with this article, the meeting will be considered cancelled.

The responsibility of preparing the official minutes of the Labor-Management Committee Meetings will alternate between the parties. The party preparing the minutes will present a draft to the opposing party normally within seven (7) work days from the conclusion of the meeting.

The receiving party will normally have five (5) working days to comment on, or suggest changes, additions, or deletions to the minutes prior to distribution.

It is further agreed that the receiving party will acknowledge in a timely manner the receipt of the minutes.

ARTICLE 21

GROOMING AND ATTIRE

- 1
- 2
- 3 Employees shall maintain a standard of grooming that provides a professional, clean appearance.
- 4 Employees' clothes shall be free of holes, tears, and clean when reporting for work.
- 5 Shirts that are cut off and tank top shirts are not acceptable.

ARTICLE 22, SECTION F
PROTECTIVE CLOTHING

The Department will provide proper protective cotton clothing for those employees who are expected to do welding and cutting. The Department will continue to issue safety helmets with liners; protective dust masks and respirators as required; hearing protection; eye protection; buckle-type rubber boots; rubber, cloth, leather, or canvas gloves as needed; hip boots; waders as needed; raincoats with hoods and all other protective items presently being issued. All items will be provided in proper sizes, where available.

All eligible employees on payroll June 1st listed below shall receive the annual allowance for clothing made of work-cloth material as provided in Article 22, Section F.2 of the Primary Agreement, effective on the second pay period in July. Such clothing shall be made of a weight appropriate for the season.

Eligible employees are:

1. Heavy equipment mechanics unless uniforms are provided
2. Aircraft mechanics unless uniforms are provided
3. Railroad Safety Inspectors
4. Bridge Operators
5. Bridge Safety Officers
6. Bridge Workers
7. Transportation Maintenance Workers
8. Groundskeepers
9. Laborers
10. Steeplejacks
11. Electricians
12. Trades Helpers
13. Maintenance Mechanics
14. Equipment Operators
15. Welders
16. Carpenters

1 17. Storekeeper

ARTICLE 29
TRAINING

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Whenever management introduces new technology or equipment involving bargaining unit employees, the Department agrees to provide sufficient training to employees. Requests for relevant job related training will not be continually denied.

The employer further agrees to hold an annual Labor/Management Committee Meeting devoted entirely to the subject of training, which shall be for the purpose of improvement of current training available for bargaining unit employees.

The length and type of training to be utilized and new job requirements shall be discussed with MSEA at departmental level Labor/Management Committee Meeting.

The Department agrees that when new tools or equipment are purchased, all affected employees required to operate or repair such equipment will receive sufficient training.

ARTICLE 35, SECTION A
CLOTHING

WELCOME CENTER EMPLOYEES ONLY:

If the Employer requires uniforms/shirts for the Welcome Center employees the uniforms/shirts shall be provided by the Agency. Upon hire employees will be provided with six (6) shirts (short or long sleeves, at the employee's discretion). This includes tee-shirt, denim shirt and/or sweatshirt; hooded or non-hooded.

All uniforms will be provided in the proper sizes. Subsequent, uniforms/shirts will be replaced as they are worn out. Employees will show worn out clothing to the employer before new uniforms are ordered. Upon receiving new shirts/uniform employee will turn in worn out shirt/uniform. 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.

If the agency requires temporary seasonal employees to wear a uniform/shirt, the agency will, at its discretion, determine the number and type of shirts needed based on the duration of temporary seasonal employment.

FOR ALL EMPLOYEES COVERED BY THIS AGREEMENT:

Employees who are required to wear uniforms/shirts will not be required to change into/out of such uniforms at the work site.

ARTICLE 35, SECTION B
TOOLS AND EQUIPMENT

Whenever management requires tools for employees to perform their duties, they shall be provided by the employer. All such tools will be of good quality and proper capabilities. Employees shall not be expected to use tools to perform repairs that are beyond the expectations of the particular tools.

The Department will replace or repair state supplied tools broken, lost or worn out.

Persons required to use tools and equipment may have input to the selection and specifications through local Labor/Management Meetings before purchase, if possible.

This article does not prohibit an employee from using his/her own tools if they so desire. However, the Department will not be responsible for the wear or depreciation of said tools. An employee whose personal tools are lost, stolen, or broken may seek restitution in accordance with Section C of the Primary Contract.

ARTICLE 35, SECTION F
LOUNGE AND/OR EATING AREA

In accordance with Article 35, Section F of the Primary Contract, the employer agrees to provide a lounge and/or eating area in a non-public location and physically separated from the work area in those facilities where it is possible to provide such areas.

Whenever possible, the lounge and/or eating areas shall not be used for any other purpose during lunch/break periods. If the lounge and/or eating area is to be used for something other than its intended purpose, a notice will be posted at the beginning of the shift to notify the employees.

Whenever the Department builds a new facility, the Department will make space available for a lounge and/or eating area.

1

LETTER OF UNDERSTANDING RESIDENCY REQUIREMENT

2

The Michigan Department of Transportation (MDOT) and the Michigan State Employees Association (MSEA) hereby agree in full to the following:

3

4

1. All MSEA members who are covered by MDOT's residency requirements are hereby required to live within one (1) hour driving time, at the posted speed limit, of their work site.

5

TERMINATION OF AGREEMENT

DEPARTMENT OF TRANSPORTATION BARGAINING TEAM

Joseph Simkins Labor Relations Specialist

James Miller Labor Relations Representative

MSEA DEPARTMENT OF TRANSPORTATION BARGAINING TEAM

James Kwapiszewski Central Office

Nick Marsh Paw Paw Garage

Timothy Hill Hasting Garage

Termination of Agreement

Upon Civil Service Commission Approval, this Agreement shall continue in full force and effect from the date of approval until midnight, December 31, 2024

In witness whereof, the parties hereto set their hands:

_____ Date _____
James Kwapiszewski, MSEA Spokesperson

_____ Date _____
Joseph Simkins, MDOT Spokesperson

