

Date: \_\_\_\_\_ Time: \_\_\_\_\_ MSEA: \_\_\_\_\_ MDARD: \_\_\_\_\_

# SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

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

And the

DEPARTMENT OF AGRICULTURE and RURAL DEVELOPMENT



Effective upon approval by the Civil Service Commission through December 31, 2024

## Table of Contents

ARTICLE 4, SECTION C	Bulletin Board.....	1
ARTICLE 4, SECTION I	Access to Premises by MSEA Staff .....	1
ARTICLE 7, SECTION B	MSEA Officers .....	1
ARTICLE 14, SECTION F	Wash-Up Time.....	2
ARTICLE 15, SECTION E	Compensatory Time .....	2
ARTICLE 19, SECTION A	Purpose.....	2
ARTICLE 19, SECTION B	Representation .....	3
ARTICLE 22, SECTION F	Protective Clothing .....	3
ARTICLE 29	Training.....	4
ARTICLE 35, SECTION A	Clothing.....	5
ARTICLE 35, SECTION B	Tools and Equipment .....	5
TERMINATION OF SECONDARY AGREEMENT.....		6

**ARTICLE 4, SECTION C**

**BULLETIN BOARD**

The Department shall furnish space and arrange installation for one MSEA bulletin board at each of the Department's recognized office sites. These bulletin boards will be furnished and/or paid for by MSEA and their installation will be at the discretion of the President or his/her designee. Requests for the installation of such bulletin boards will be submitted by Presidents or his/her designee to the Department's appropriate office site management official and the installation will be at mutually agreed upon location.

Size and use of these bulletin boards will be in accordance with those provisions set forth in Article 4, Section C, of the Primary Agreement.

**ARTICLE 4, SECTION I**

**ACCESS TO PREMISES BY MSEA STAFF**

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, the nature of the business to be conducted, and approximately the length of time the meeting will last.

It is not the Department's intent to prohibit MSEA from meeting on Department premises. To that end, current practices of scheduling Department conference/meeting room use shall continue. At locations where the Department maintains offices without conference/meeting rooms, MSEA Representatives may, subject to prior request and availability of space, use a portion of non-occupied work premises to conduct its official business involving Department employees during normal office hours. MSEA will arrange for the use of Department premises by contacting the appropriate local management.

**ARTICLE 7, SECTION B**

**MSEA OFFICERS**

Such duly elected or appointed members of the MSEA Board of Directors who are covered under this section of the agreement shall furnish their immediate supervisor with written notification of their intent to attend such meeting at least two (2) work days in advance of the date that work schedules must be established. Such written notification shall include the submittal of an appropriately marked leave card, as well as a completed application for unpaid Leave form.

In the event of an emergency Board meeting being scheduled, which does not allow for timely notification as stipulated above, the Department, upon notification of immediate supervisor by such covered employee, shall make every reasonable effort to accommodate said employee.

1 **ARTICLE 14, SECTION F**

2 **WASH-UP TIME**

3 Employees in the Department of Agriculture and Rural Development shall be allowed necessary time, up  
4 to five (5) minutes, to wash up before lunch and on completion of their shift. Some positions may require  
5 longer periods of time to wash up on occasions, due to the particular task performed. On those occasions  
6 a reasonable extension of wash-up time may be necessary. Maintenance staff at the Laboratory Division  
7 will be allowed fifteen (15) minutes at the end of the work shift for wash-up time and to change out of their  
8 uniforms.

9 **ARTICLE 15, SECTION E**

10 **COMPENSATORY TIME**

11 Employees in permanent positions classified as Fruit and Vegetables Inspectors may accrue  
12 compensatory time in lieu of cash payment for overtime work. Compensatory time shall be credited at  
13 the same premium rate as overtime compensation and may be credited up to a maximum accumulation  
14 of 240 hours (160 hours worked at time and one half). Unit members who are assigned overtime work  
15 after they have reached the 240 hour cap of compensatory time shall be paid in cash at the premium rate  
16 for overtime worked. During the first pay period in July of each year unit members, at their discretion,  
17 may with supervisory approval be paid for all compensatory time accumulated, or they may carry over  
18 120 hours from one year to the next.

19 Such time shall be used at the convenience of the employee subject to supervisory approval based on  
20 criteria applicable to Annual Leave.

21 **ARTICLE 19, SECTION A**

22 **PURPOSE**

23 The responsibility of preparing the official minutes of the labor/management meetings will alternate  
24 between the parties. The party preparing the minutes will present a draft to the opposing party normally  
25 within seven (7) work days from the conclusion of the meeting.

26 The receiving party will have five (5) working days to comment on, or suggest changes, additions or  
27 deletions to the minutes prior to the distribution. If the receiving party does not comment within five (5)  
28 working days, the draft will become the official minutes of the meeting, without comment.

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

**ARTICLE 19, SECTION B**  
**REPRESENTATION**

When either MSEA or the employer seeks a labor management meeting as authorized by Article 19 of the Primary Agreement, MSEA shall designate its Representatives to such meetings in accordance with this section. The number of MSEA Representatives from the Department of Agriculture and Rural Development, to participate in such meetings at the Departmental level or facility level shall be two (2). Such Representatives shall be entitled to unpaid Leave up to eight (8) hours to attend such meetings.

At the Department level Labor/Management meeting, a maximum of four (4) persons from MSEA may attend such meeting. At the Facility level meeting, a maximum of three (3) persons from MSEA may attend such meetings, two of which are from the Department and one (1) MSEA staff / officer.

Upon mutual agreement, a reasonable number of additional MSEA Representatives may, on a case-by-case basis, attend Labor/Management meetings without pay to participate in such meetings, based solely upon scheduled agenda matters. The presence of such additional Representatives shall be limited to the discussion of agenda item(s) for which their attendance is required. Such items will normally be first on the agenda in order to minimize time away from the job. All such Representatives shall be Department unit employees.

MSEA will notify the Department at least seven (7) days in advance of scheduled meetings of the names of the Representatives who will attend the meetings.

**ARTICLE 22, SECTION F**  
**PROTECTIVE CLOTHING**

Employees, who might reasonably be expected to encounter Health and Safety hazards in the course of performing job duties, will be provided with apparel items specific to the hazards encountered in the performance of the job duties. Employees will be furnished protective clothing and equipment in accordance with applicable standards established by the Michigan Department of Labor and Licensing & Regulatory Affairs and/or Community Health.

No employees will be required to perform a job duty for which a protective item is required without first having been provided with the protective item. Protective items required and furnished by the Department

1 will be used by the employee in the performance of the appropriate job duties in keeping with current  
2 practices.

3

4 As job duties dictate, the Department will provide personal protective equipment for head, face and eye,  
5 and foot protection of employees. Foot protection and safety glasses shall be provided in accordance  
6 with Sections E and G of this Article. Additionally, for classification areas where there is extreme dust or  
7 dirt, biological and/or chemical soiling or contamination, and a high incident of wear or destruction of  
8 clothing, the Department will provide coveralls.

9 Approved clothing will be provided for persons engaged in welding. Electrical protective equipment will  
10 be provided for persons expected to work on energized conductors and apparatus. Safety belts, safety  
11 harnesses, lifelines, and lanyards will be issued as needed. Gloves will be provided to employees who  
12 are required to handle work pieces wet with liquid that irritates the skin or creates a health hazard by  
13 absorption. These gloves will be unaffected by such a liquid and of a length to prevent entrance of the  
14 liquid into the tops of the gloves.

15 All items will be provided in the correct sizes. Employees will have their own issues of each protective  
16 item necessary. From time to time it may become necessary to share items of a non-personal nature,  
17 therefore any items to be used shared in use will be appropriately maintained by the Department. The  
18 employee will be responsible for the general maintenance and safeguarding of the items issued to  
19 him/her by the Department.

20 Replacement items will be exchanged when deemed worn, beyond use, unsafe or obsolete at the  
21 discretion of the employer. The Department will provide required protective clothing and equipment  
22 training in accordance with Article 22, Section F of the Primary Agreement.

23 The Health and Safety Committee may advise the Department (inclusive of supporting suggestions,  
24 recommendations and reasons) concerning protective apparel for consideration and such action as may  
25 be deemed necessary. Recommendations of the Health and Safety Committee on matters relating to unit  
26 employees in the Department may be submitted for inclusion on the agenda for Labor/Management  
27 meetings.

28

## **ARTICLE 29**

29

### **TRAINING**

30 Whenever the Department requires new technology to be applied, or whatever existing procedures for  
31 performing job functions of bargaining unit employees are significantly altered, the employer agrees to

1 provide sufficient training to enable employees to effectively deal with circumstances normally met on the  
2 job.

3 **ARTICLE 35, SECTION A**

4 **CLOTHING**

5 Maintenance staff assigned to the Laboratory Division will be required to wear the uniforms provided by  
6 management. Employees will be required to wear uniforms during their assigned work hours. Employees  
7 may wear uniforms to and from work, but are not to wear or use uniforms for non-work related activities.  
8 Space will be provided to those staff members who choose to change at the laboratory.

9 Employees will be provided with eleven (11) uniforms. Worn or damaged uniforms will be replaced when  
10 submitted to supervision. Management reserves the right to seek reimbursement for the cost of  
11 replacement for damage due to deliberate acts and/or gross neglect. Employees will be required to turn  
12 soiled uniforms into the Department weekly. A vendor will pick up and clean soiled uniforms once a week.

13 Upon vendor contract renewal, management will provide several options of uniform styles and colors;  
14 staff majority will determine the uniforms selected from these options.

15 **ARTICLE 35, SECTION B**

16 **TOOLS AND EQUIPMENT**

17 The Department agrees to solicit informal employee input prior to the purchase and/or leasing of tools  
18 and equipment necessary for employees to carry out their duties and responsibilities. New tools will be  
19 purchased and worn tools replaced as needed on a quarterly basis, within budgetary limitations.

20 When appropriate tools are not available or otherwise provided, the supervisor may authorize employees  
21 to use his/her own tools if they so desire. Any tool with a value of \$100.00 or more, provided by an  
22 employee, must be recorded with the supervisor who shall maintain the record as long as the tool remains  
23 in the work place. Normal use of the employee's tools on the job that results in loss or damage of the  
24 employee's tools on the job shall be reported by the supervisor and a claim for damage will be made in  
25 accordance with Article 35, Section C and Department of Technology, Management and Budget  
26 Administrative procedures.

27 The Department shall provide a reliable paging device in operable condition for use by Labor and Trades  
28 unit employees required to be "on call".

Date: \_\_\_\_\_ Time: \_\_\_\_\_ MSEA: \_\_\_\_\_ MDARD: \_\_\_\_\_

**TERMINATION OF SECONDARY AGREEMENT**

This Secondary agreement shall be in effect upon approval by the Civil Service Commission and shall continue in full force until midnight, December 31, 2024, unless both parties mutually agree in writing to extend agreement

**For MSEA:**

\_\_\_\_\_  
Jason Deschene MSEA MDARD Spokesperson

\_\_\_\_\_  
Date

**FOR THE DEPARTMENT of AGRICULTURE & RURAL DEVELOPMENT:**

\_\_\_\_\_  
Sara Rankin QOL Labor Relations Representative

\_\_\_\_\_  
Date



