

# 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, 2024

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1 **ARTICLE 4**

2 **ASSOCIATION RIGHTS**

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 Under no circumstances shall existing bulletin boards be rescinded or removed.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

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

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

16 **ARTICLE 14**

17 **HOURS OF WORK**

18 **Section F. Wash-Up Time**

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

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

1 **ARTICLE 15**

2 **OVERTIME**

3 **Section E. Compensatory Time**

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

- 6 1. When compensatory time in lieu of cash payment for overtime is made available, employees shall  
7 have the choice of accumulating compensatory time off or receiving cash payment. Employees  
8 shall be limited to earning a cap of 240 hours of compensatory time in a fiscal year.
- 9 2. Accrued time shall be used at the convenience of the employee, subject to supervisory approval  
10 in the manner as annual leave approval.
- 11 3. Employees shall provide the timekeeper with the record of compensatory hours earned and such  
12 time shall be recorded in the time report. Accumulated totals shall be maintained on the  
13 employee's pay stub in the same manner as annual and sick leave credits.
- 14 4. If the employee is unable to use accrued compensatory time credits before the end of the fiscal  
15 year in which the credits have been earned, the employee must be paid at the regular rate for the  
16 unused balance. Or, upon mutual agreement, such credits, up to forty (40) hours, may be carried  
17 into the following fiscal year.
- 18 5. Dispute(s) involving the availability of compensatory time shall be discussed in a Labor  
19 Management Meeting(s).

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

22 **ARTICLE 18**

23 **MSEA REPRESENTATION**

24 **Section A. 5. MSEA Representation and Jurisdiction**

25 The Jurisdiction of department caucus spokesperson shall be statewide. The release of the department  
26 caucus spokesperson shall be in the same manner as referenced in Article 18, Section B of the Primary  
27 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

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.

## 5 **ARTICLE 21**

### 6 **GROOMING AND ATTIRE**

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

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

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

## 13 **ARTICLE 22**

### 14 **HEALTH AND SAFETY**

#### 15 **Section F. Protective Clothing**

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

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

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

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

#### 26 **Section I Contagious Diseases**

27 The control of contagious diseases requires proactive planning, conscientious communication, employee  
28 education, and good housekeeping. Careful attention to these areas will help minimize the spread of  
29 contagious diseases in the workplace. The parties agree that the Employer shall abide by the  
30 recommendations of CDC and MIOSHA and any appropriate local health department related to

1 contagious diseases and that they shall consider recommendations by the U.S. Department of Health  
2 and Human Services and the U.S. Department of Labor when considering appropriate protective  
3 garments or devices.

4 **ARTICLE 29**

5 **TRAINING**

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

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

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

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

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

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

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

3 **ARTICLE 35**

4 **MISCELLANEOUS BENEFITS**

5 **Section A. Clothing**

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

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



Date: \_\_\_\_\_ Time: \_\_\_\_\_ MSEA: \_\_\_\_\_ DOS: \_\_\_\_\_

## TERMINATION OF SECONDARY AGREEMENT

This agreement shall be effective upon approval by the Civil Service Commission and continue through December 31, 2024. 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:**

\_\_\_\_\_  
Erik Bailey, MSEA Deputy Administrator

\_\_\_\_\_  
Date

**For the Department of State:**

\_\_\_\_\_  
Brittany Edwards, Labor Relations Manager

\_\_\_\_\_  
Date



