

SECONDARY AGREEMENT

Between the

DEPARTMENT OF COMMUNITY HEALTH

and the

MICHIGAN STATE EMPLOYEES ASSOCIATION

For the

LABOR AND TRADES UNIT

and

SAFETY AND REGULATORY UNIT

Effective upon approval by the Civil Service Commission
for the period ending December 31, 2007

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1 **ARTICLE 4: ASSOCIATION RIGHTS**
2 **SECTION C: BULLETIN BOARDS**

3
4 The specific location of bulletin boards is an appropriate subject for work location
5 labor/management meetings.
6

7
8 **ARTICLE 4: ASSOCIATION RIGHTS**
9 **SECTION H: OFFICE SPACE**

10
11 In those institutional settings where office space is not currently provided, upon request of the
12 M.S.E.A. Spokesperson, and subject to availability, M.S.E.A. will be provided with an office.
13 Where no space is available, the Appointing Authority, or designee, will provide a locking file
14 cabinet for exclusive use by M.S.E.A.
15

16
17 **ARTICLE 4: ASSOCIATION RIGHTS**
18 **SECTION I: ACCESS TO PREMISES BY M.S.E.A. STAFF**

19
20 Upon arrival, M.S.E.A. representatives will notify the Designated Employer Representative, who
21 is the Personnel Officer or Designee, that they are on the premises, the nature of the business,
22 and approximately how long they will be on the premises. Visitation will be made in accordance
23 with this section of the Primary Agreement.
24

25
26 **ARTICLE 4: ASSOCIATION RIGHTS**
27 **SECTION J: M.S.E.A. PRESENTATION**

28
29 The Employer will advise the designated M.S.E.A. representative when a formal orientation
30 program is scheduled. Such notification will be three (3) working days in advance of the
31 scheduled session. The Union will have the opportunity to make a presentation as provided for in
32 Article 4, Section J. of the Primary Agreement. Such presentations shall not exceed twenty (20)
33 minutes.
34

35
36 **ARTICLE 7: M.S.E.A. BUSINESS AND ACTIVITIES**
37 **SECTION B: M.S.E.A. OFFICERS**

38
39 Two days prior to the establishment of work schedules eligible employees will provide written
40 notification to their immediate supervisor of intent to attend a scheduled Board meeting. In
41 emergency situations, (i.e., special Board meetings) the Employer will authorize a variance from
42 this procedural requirement. It is recognized that existing work schedules may, at times, require
43 adjustments in order to give priority for attendance at Board meetings.
44
45

1 **ARTICLE 12: LAYOFF AND RECALL PROCEDURE**
2 **SECTION A(2): SEASONAL LAYOFF**
3

4 In the event an employee occupying a position which is designated as seasonal is scheduled for
5 layoff, that seasonal employee may elect to either accept layoff or bump into another seasonal
6 position in the same class series in the agency/facility. Layoff will be by inverse seniority.
7

8 Recall of a seasonal employee will be in accordance with Article 12, Section E (Recall Lists),
9 Section F (Recall from Layoff), and Section G (Removal of Names from Recall Lists), except that
10 if the employee who refuses or accepts recall to a seasonal position in the primary class within
11 the original agency/facility shall be removed from all recall lists.
12
13

14 **ARTICLE 12: LAYOFF AND RECALL PROCEDURE**
15 **SECTION C (1): GENERAL LAYOFF PROCEDURES**
16

17 An employee whose position has been assigned to Central Office shall be recognized as being
18 part of the Central Office layoff unit.
19

20 Each agency/facility shall constitute a separate layoff unit.
21
22

23 **ARTICLE 12: LAYOFF AND RECALL PROCEDURE**
24 **SECTION D: BUMPING**
25

26 Employees shall exercise bumping rights under the provisions of this article only as indicated
27 below:
28

- 29 1. A. Full time employees first replace less senior full time employees.
30
31 B. The least senior full time employees are then given the option of replacing less
32 senior part-time employees or of accepting layoff; then of replacing less senior
33 permanent-intermittent employees or of accepting layoff.
34
- 35 2. A. Part-time employees first replace less senior part-time employees.
36
37 B. The least senior part-time employees are then given the option of replacing less
38 senior permanent-intermittent employees or of accepting layoff; then of replacing
39 less senior full time employees or of accepting layoff.
40
- 41 3. A. Permanent-intermittent employees replace less senior permanent-intermittent
42 employees.
43
44 B. The least senior permanent-intermittent employees are then given the option of
45 replacing less senior part-time employees or of accepting layoff; then of replacing
46 less senior full time employees or of accepting layoff.
47

1 The attribute of full time, part-time, or permanent-intermittent accrues to the position, not the
2 individual. Therefore, if an employee bumps (for example) from a full time to a part-time position,
3 that employee will work part-time. Part-time and permanent-intermittent employees may only
4 replace full time employees if they have achieved Civil Service status in a class.
5
6

7 **ARTICLE 13 L & T: ASSIGNMENT AND TRANSFER**
8 **SECTION A (5): WORK LOCATION**
9

10 A work location shall be defined as a building or group of buildings that constitutes a
11 facility/agency in the Department of Community Health.
12

13 Work locations shall consist of the following:

- 14 Caro Center
 - 15 Center for Forensic Psychiatry
 - 16 Central Office
 - 17 Clinton Valley Center
 - 18 Hawthorn Center
 - 19 Kalamazoo Psychiatric Hospital
 - 20 Mt. Pleasant Center
 - 21 Northville Psychiatric Hospital
 - 22 Southgate Center
 - 23 Walter Reuther Psychiatric Hospital
- 24
25

26 **ARTICLE 13 L & T: ASSIGNMENT AND TRANSFER**
27 **SECTION A (8): DEFINITIONS OF WORK UNIT**
28

29 For purposes of this Article, a work unit is defined as including shift and specific description of the
30 portion of the agency/facility in which the assignment is to be performed. The work units will be
31 mutually determined at work location labor/management meetings. At an agency/facility that
32 does not currently have a Work Unit Agreement, the following sequence will occur:
33

- 34 1. The Appointing Authority will initially propose a list of work units.
35
- 36 2. Within thirty (30) calendar days after the effective date of this Agreement, the
37 Agency/Facility Director, or designee, shall submit to the Chief Steward, or designee, a
38 proposed list of work units.
39
- 40 3. The Union will determine if a labor/management meeting is necessary to discuss the
41 proposed list of work units. Prior to such meeting, the Union will submit an alternative list
42 of work units for resolving any differences that may exist. One or more of the following
43 factors will be utilized in determining work units:
44
 - 45 a. Employees working with the same administratively defined programs.
46

- b. Programs, division, building or other unit description that reflects programmatic and operational needs.
- c. Number and type of clients/residents served.
- d. Size and location of buildings and/or work stations.
- e. Possibly grouped within the same timekeeping unit.
- f. Working under the same first line supervisor.

Every effort will be made to resolve differences at the work location labor/management meeting. Unresolved differences will be referred to a "special" Departmental labor/management meeting where such differences shall be resolved. For purposes of this Article, a special meeting will be an additional meeting to the number authorized by the Primary Agreement.

Agreed upon work units may be modified to include any new classes subsequently added to existing classes in the Labor and Trades Unit. These will first be discussed at work location labor/management meetings.

Any changes in the designation of agreed upon work units will require mutual agreement in a work location labor/management meeting.

ARTICLE 13 L & T: ASSIGNMENT AND TRANSFER
SECTION E (1): TRANSFER

Employees may apply for transfer across shifts within their current work location and classification. Employees may apply for transfer to other work locations within their current classification.

A copy of the Transfer Request form submitted to the employee's Personnel Office will be given to the employee.

Internal transfers of employees in this bargaining unit shall be in compliance with Article 13. Except when the Employer creates a new position on a shift, or fills an existing vacancy within a shift, the Employer will send notification to the MSEA representative at the work location. The employees at the work location will have two (2) work days from the date of the notification to place their name on the internal transfer list for the new position, shift, or starting time. The most senior employee on the transfer list shall be transferred

When the Employer alters the start time of an existing shift, the Employer will seek volunteers within that shift and the most senior volunteer within the existing shift shall be assigned the new start time. In the event that there are no volunteers for the new start time within the shift, the least senior employee will be assigned the new start time.

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**DEPARTMENT OF COMMUNITY HEALTH
TRANSFER FORM
LABOR AND TRADES / SAFETY AND REGULATORY**

9 Name: _____ Work Phone: _____
10 Address: _____ Home Phone: _____
11 _____ Employee ID #: _____
12 _____
13 Current Class/Level/Shift: _____
14 Current Work Location: _____
15 Seniority Hours: _____ (completed by Personnel)

16
17
18
19
20
21
22

1. Internal Transfer

23 I am interested in transferring to another shift in the listed work sites/work units, at my current
24 work location, in my current class and level as provided in Article 13 (S&R), Section C and Article
25 13 (L&T), Section E.

26 _____ Day _____ Afternoon _____ Night

27 Designated Work Site(s)/Work Unit(s) _____
28
29

30
31
32
33
34
35
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39
40

**ARTICLE 13 S & R: ASSIGNMENT AND TRANSFER
SECTION A (8): DEFINITIONS OF WORK LOCATION**

A work location shall be defined as a building or group of buildings which constitutes a facility in the Department of Community Health.

Work locations shall consist of the following:

- Caro Center
- Center For Forensic Psychiatry
- Central Office
- Clinton Valley Center
- Hawthorn Center
- Kalamazoo Psychiatric Hospital
- Northville Psychiatric Hospital
- Mt. Pleasant Center
- Southgate Center
- Walter Reuther Psychiatric Hospital

ARTICLE 13 S&R: ASSIGNMENT AND TRANSFER
SECTION A (9): DEFINITIONS / WORK SITE

For purposes of this Article, a work site within a work location is defined as including shift and specific description of the portion of the work location in which the assignment is to be performed. The work sites will be mutually determined in work location labor/management meetings. In work locations that do not currently have Work Site Agreements, the following sequence will occur:

1. The Appointing Authority will initially propose a list of work sites.
2. Within thirty (30) calendar days after the effective date of this agreement, the Facility Director, or designee shall submit to the Chief Steward or designee, the work location's proposed list of work sites.
3. The Union will determine if a labor/management meeting is necessary to discuss the proposed list of work sites. Prior to such meeting, the Union will submit an alternative list of work sites for resolving any differences that may exist. One or more of the following factors will be utilized in determining work sites:
 - A. Employees working with the same administratively defined programs within a work location.
 - B. Programs, division, building or other unit description that reflects programmatic and operational needs of that particular work location.
 - C. Number and type of clients/residents served.
 - D. Size and location of buildings and/or work stations.
 - E. Possibly grouped within the same timekeeping unit.
 - F. Working under the same first line supervisor.

Every effort will be made to resolve differences at the work location labor/management meeting. Unresolved differences will be referred to a "special" Departmental labor/management meeting where such differences shall be resolved. For purposes of this Article, a special meeting will be an additional meeting to the number authorized by the Primary Agreement.

Agreed upon work sites may be modified to include any new classes subsequently added to existing M.S.E.A. units. These will first be discussed at work location labor/management meetings.

Any changes in the designation of agreed upon work sites will require mutual agreement in a work location labor/management meeting.

1 **ARTICLE 13 S & R: ASSIGNMENT AND TRANSFER**
2 **SECTION C (1): TRANSFER**

3
4 Employees may apply for transfer across shifts within their current work location and
5 classification. Employees may apply for transfer to other work locations within their current
6 classification.

7
8 A copy of the Transfer Request form submitted to the employee's Personnel Office will be given
9 to the employee.

10
11 Internal transfers of employees in this bargaining unit shall be in compliance with Article 13
12 (Safety and Regulatory). Except when the Employer creates a new position on a shift or fills an
13 existing vacancy within a shift, the Employer will send notification to the MSEA representative at
14 the work location. The employees at the work location will have two (s) work days from the date
15 of notification to place their name on the internal transfer list for the new position or vacancy. The
16 most senior employee on the transfer list shall be transferred.

17
18 When the Employer alters the start time of an existing shift, the Employer will seek volunteers
19 within that shift and the most senior volunteer within the existing shift shall be assigned the new
20 start time. In the event that there are no volunteers for the new start time within the shift, the
21 least senior employee will be assigned the new start time.

22
23
24 **ARTICLE 14: HOURS OF WORK**
25 **SECTION D: WORK SCHEDULES**

26
27 Internal transfers at work locations where employees are assigned to multiple shifts, interested
28 employees will bid for same and will be filled by the most senior employee. Additionally, where
29 multiple start times are available at a work location interested employees will bid for same and will
30 be filled by most senior employee on that shift.

31
32 **ARTICLE 14: HOURS OF WORK**
33 **SECTION E: LENGTH OF LUNCH**

34
35 Work schedules shall provide for the day to be broken at approximately midpoint by an unpaid
36 meal period of not less than thirty (30) minutes or not to exceed one (1) hour. At the discretion of
37 the Employer, meal periods may be temporarily rescheduled to meet operational requirements.
38 Those employees who receive an unpaid meal period and are required to work or be at their work
39 assignments and are not relieved for such meal periods shall have such time treated as hours
40 worked for the purpose of computing overtime.

1 All employees covered by this Agreement are entitled to a lunch period. Within thirty (30) days of
2 the effective date of this Secondary Agreement each employee has the right to elect one of the
3 following options for the duration of this Agreement, or more frequently upon mutual agreement
4 (Appointing Authority or designee approval or disapproval of such options will be based upon
5 operational needs).
6

- 7 1) Continue current practice
 - 8 2) Thirty (30) minute lunch period
 - 9 3) One (1) hour lunch period
- 10

11 Necessary procedures for agreement on scheduling where groups of employees are involved will
12 be an appropriate agenda item for work location labor/management meetings.
13

14 The lunch schedules that are currently being practiced shall remain in effect for the duration of
15 this Agreement unless changed in accordance with this Agreement.
16

17
18 **ARTICLE 14: HOURS OF WORK**
19 **SECTION G: WASH UP TIME**
20

21 Employees occupying Labor and Trades positions shall be allowed necessary wash up time.
22
23

24 **ARTICLE 15: OVERTIME**
25 **SECTION B (4): ELIGIBILITY FOR OVERTIME CREDIT**
26

27 In the Department of Community Health, an employee in a classification listed in Appendices A
28 and B of the Primary Agreement shall be compensated at the overtime rate for all authorized
29 work time, as defined above, in excess of eight (8) hours of work time in a day or eighty (80)
30 hours of work time in a biweekly work period or all consecutive hours in excess of eight (8),
31 provided that such an employee (1) regularly works a rotating schedule, (2) regularly works as
32 part of an operation conducted on a 24-hour basis (three shifts) and/or seven (7) days/week
33 and/or (3) where it is mutually agreed between the agency/facility and the employee.
34
35

36 **ARTICLE 15: OVERTIME**
37 **SECTION E: SCHEDULING OF COMPENSATORY TIME**
38

39 Requests for compensatory time shall be initiated by the employee. There will be no accrual of
40 compensatory time absent the expressed approval of the Personnel Officer on a case by case
41 basis.
42

43 **ARTICLE 15: OVERTIME**
44 **SECTION F: OVERTIME PROCEDURE**
45

46 Initial overtime rosters will be established listing bargaining unit employees who normally perform
47 the same type of work by classification and seniority within each timekeeping unit. The most

1 senior employee on the roster will be asked first. Each successive senior employee will then be
2 asked until all employees have time charged to the overtime roster.

3
4 Once this is completed, the employee on the roster with the lowest number of hours will be asked
5 and then employees with successively higher hours will be asked until the needed work force is
6 filled. Overtime will be equalized among bargaining unit employees as equally as practicable.
7 New employees entering the roster will be placed on the roster and credited with the highest
8 number of hours, plus one hour. Overtime rosters will be updated as overtime is worked and
9 shall be available for review by the employee. Scheduled holiday work hours shall not be
10 credited to the overtime roster.

11
12 If an employee on the roster works or refuses to work offered overtime, the employee will be
13 charged with the overtime hours actually worked. After overtime is refused by the employees on
14 the overtime roster, employees from other classes within M.S.E.A. bargaining units may volunteer
15 for the overtime, before overtime is mandated. Nothing shall prevent management from seeking
16 volunteers for said assignment.

17
18 Those from other classes who are sought out as volunteers will not be charged. If an employee
19 cannot be contacted, the employee will not be charged with the overtime. When it is necessary
20 for management to mandate an overtime assignment, it will be assigned to the qualified
21 employee who primarily performs the work who has the least overtime hours on the roster. Such
22 mandated overtime will be charged to the overtime roster in addition to the overtime charged to
23 the roster when the employee initially refused voluntary overtime. If a tie in overtime hours
24 charged to the overtime roster occurs, the least senior of those employees will be mandated.

25
26 Bargaining unit employees temporarily working out of class within the bargaining unit shall remain
27 on the overtime roster for their regular classification. In addition they will be placed on the
28 overtime roster for the class and level of the position in which they are working out of class. The
29 employees will be credited with the highest number of hours on the roster for the working out of
30 class positions.

31
32 Employees temporarily working out of class for ten (10) consecutive full days of actual work or
33 more, in a supervisory or non-bargaining unit class, shall be removed from the overtime roster of
34 their civil service classification. Employees returning to their bargaining unit class will be credited
35 with the highest number of hours, plus one hour on that overtime roster.

36
37 When a job has been started during normal working hours and must be completed on overtime,
38 management may require the employee who is on the job to complete that job on overtime.

39
40 If an employee is off on any type of leave (except unscheduled sick leave usage) the employee
41 may be contacted and offered overtime. The employee will not be charged on the overtime roster
42 if the assignment is refused.

43
44 If an employee is off on any type of leave for one completed bi-weekly pay period or more,
45 excluding vacation, the employee will be credited with the highest number of hours, plus one hour
46 on the roster upon return to work.

1 Payment for a violation of the overtime agreement will be made if management improperly
2 assigned the overtime to the wrong:

- 3
- 4 1. Overtime roster.
- 5 2. Classification.
- 6 3. Department.
- 7

8 In all other erroneous overtime assignments the appropriate remedy will be to provide that the
9 affected employee shall receive subsequent overtime work for which qualified until such situation
10 is corrected. If supervision does not offer the next subsequent overtime for which qualified to the
11 affected employee, the overtime for that subsequent assignment which was missed will be paid to
12 the affected employee.

13

14

15 **ARTICLE 18: M.S.E.A. REPRESENTATION**
16 **SECTION A (3): M.S.E.A. REPRESENTATIVES AND JURISDICTIONS**

17

18 For representation purposes only, a steward's jurisdictional area shall be that person's
19 agency/facility.

20

21

22 **ARTICLE 18: M.S.E.A. REPRESENTATION**
23 **SECTION A (7)**

24

25 When an MSEA Chief Steward or Steward is unavailable and the Employer is unable to
26 reschedule, the Department Caucus Spokesperson may be released from work to represent a
27 bargaining unit member(s), in accordance with Article 18 A-3.

28

29

30 **ARTICLE 18: M.S.E.A. REPRESENTATION**
31 **SECTION B: CHIEF STEWARDS**

32

33 The jurisdictional areas of M.S.E.A. Chief Stewards are designated, within the Department of
34 Community Health, as follows:

- 35
- 36 Caro Center
37 Central Office, CPHA in Ingham County and M.S.A.
38 Center for Forensic Psychiatry
39 CPHA in Wayne County, Southgate Center and Walter Reuther Psychiatric Hospital
40 Hawthorn Center, Clinton Valley Center and Northville Psychiatric Hospital
41 Kalamazoo Psychiatric Hospital
42 Mt. Pleasant Center and CPHA in Houghton County
43
44

1 **ARTICLE 19: LABOR/MANAGEMENT MEETINGS**
2 **SECTION D: PAY STATUS OF M.S.E.A. REPRESENTATIVES**

3
4 M.S.E.A. representatives shall be permitted time off of scheduled work without loss of pay for
5 necessary travel to attend labor/management meetings. Administrative leave for travel shall be
6 handled in accordance with the Primary Agreement.
7

8
9 **ARTICLE 21: GROOMING AND ATTIRE:**

10
11 Employees in the Labor and Trades Unit shall wear clothing that bears a reasonable relationship
12 to their work, free of holes, fraying, and trousers shall be worn waist high. Also attire must be
13 clean and in good condition. Employees in the Labor and Trades Unit shall be permitted to wear
14 clothing manufactured of denim , khaki, or other material commonly worn in the trades
15 environment.
16

17
18 **ARTICLE 22: HEALTH AND SAFETY**
19 **SECTION F: PROTECTIVE CLOTHING**

20
21 The Department will provide and maintain protective clothing and equipment required by the
22 Employer or those Departments regulating the applicable standards (such as M.I.O.S.H.A.)
23 necessary for employees to accomplish duties safely and effectively.
24

25 Any protective apparel currently provided will continue to be provided for the life of this Secondary
26 Agreement. When an employee normally works in an area where there is extreme dust, dirt,
27 grease, paint, or biological soiling and/or high incidence of wear or clothing destruction, the
28 Department will provide coveralls.
29

30 When seasonal clothing is mutually deemed necessary in accordance with this section the
31 employee may purchase the clothing and be reimbursed by their agency/facility. Reimbursement
32 shall not be greater than the cost to purchase the same item through Michigan State Industries.
33

34 Seasonal clothing currently provided at each agency/facility will continue to be provided for the
35 life of the Secondary Agreement. However, the following seasonal clothing will be provided at
36 each agency/facility:
37

38 Maintenance Shop and Power Plant employees who regularly work outside will be
39 provided lined coveralls, hooded coats, gloves, boots and raincoats.
40

41 Stockroom, Storeroom, and Warehouse employees who regularly work outside will be
42 provided lined coveralls, hooded coats, gloves, boots and raincoats.
43

44 For painters, lined coveralls, coats, gloves, boots, raincoats and an annual \$70.00
45 allowance for shoes will be provided.
46

1 For those employees whose outside job assignments are incidental, coats will be made
2 available.

3
4 In the event that current job functions are altered, new classifications are created or new
5 regulations are established requiring the need for protective clothing, the issue will be added to
6 the agenda and addressed in work location labor/management meeting(s).

7
8 Discussions concerning the need for, type, quality and adequacy of requested items as well as
9 new technologically developed items shall be appropriate subjects for work location
10 labor/management meetings. Labor/ management discussions concerning protective clothing
11 may occur at any time during the term of the Primary Agreement upon request by either party.

12
13 **ARTICLE 22: HEALTH AND SAFETY**
14 **SECTION J: HEALTH AND SAFETY COMMITTEE**

15
16 The parties agree that a Health and Safety or similarly functioning committee will be continued in
17 those agencies/facilities that provide direct mental health services. It is further agreed that in
18 accordance with Article 22, Section J of the Primary Agreement, a M.S.E.A. representative will
19 serve all M.S.E.A. employees at an agency/facility. The frequency of meetings and the
20 requirements for agenda items will be as described in Article 22, Section J.

21
22 Health and safety concerns may also be addressed in work location labor/management meetings.

23
24
25 **ARTICLE 29: TRAINING**

26
27 At the time of entry, or whenever new technology is applied, or whenever procedures for
28 performing existing functions of M.S.E.A. employees are altered, the Department shall make
29 every effort to provide adequate training to enable employees to deal effectively with
30 circumstances normally met on the job. The Department will review and provide copies of training
31 packages to employees prior to implementation of new procedures, policies, work rules and
32 regulations concerning conduct and performance. Training packages provided by the
33 Department shall provide the employees with a statement of purpose and clear, understandable
34 and measurable instructional objectives.

35 Employees will be provided with necessary in-service training as determined by their Appointing
36 Authority. If the Department is unable to conduct sessions relevant to a particular skill, the
37 employee may be granted approval to attend sessions scheduled by other Agencies,
38 Departments, Universities, etc. Employees who have been approved for such attendance shall be
39 granted administrative leave. Where licensure or certification is required by Civil Service class
40 specifications, the Employer will provide administrative leave to attend training required to
41 maintain such licensure. Reimbursement for any fees and/or tuition charged for attending such
42 training sessions will be governed by budgetary considerations and paid at the discretion of the
43 agency/facility Appointing Authority or designee. Whenever the Appointing Authority or designee
44 determines that such fees and/or tuitions are to be paid, they will be paid prior to, or at the time of
45 registration.

1 Management will, when possible, give two (2) weeks advance notice to employees who are to
2 attend a training session. Attendance may not be required during a previously scheduled and
3 approved employee vacation.
4

5 Management is encouraged, based on operational needs, to adjust employees work schedules to
6 allow employees to attend classes and training sessions which are directly related to their work
7 and which would be mutually beneficial to the employees and Management.
8

9 Such adjustments must be made within the pay period and the Employer shall not be responsible
10 for any overtime resulting from such adjustments.
11

12 **ARTICLE 35 MISCELLANEOUS BENEFITS**
13 **SECTION A: CLOTHING**
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15 In those work locations that require uniforms for safety officers, the work location shall provide
16 such uniforms. At work locations where uniforms are required the following shall apply:
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- 18 Rain wear
- 19 Hats or caps - 1 winter and 1 summer type (if required)
- 20 Coat - (winter type with zip out lining)
- 21 Shirts -8 (long sleeve or short sleeve)
- 22 Slacks -4 pairs
- 23 Belt - 1 (leather uniform belt)
- 24 Necktie - 2 (if required)
- 25 Foot wear - uniform black leather
- 26 Sweater - 1 (if currently provided at the work location)
- 27 Spring Jacket - 1 (upon employee request)
- 28

29 Uniform items currently provided will continue to be provided for the life of this Agreement.
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31 Issues of replacement will be a proper subject for work location and Department level
32 labor/management meetings.
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34 Current methods and practices of laundering, dry cleaning and maintaining clothing will continue.
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36 If there are changes at any work locations of the Department regarding the changing into and out
37 of uniforms at a work site, this will be a proper subject for Departmental level labor/management
38 meeting to resolve this matter only. This provision is subject to request by either party during the
39 life of the Agreement.
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41 **ARTICLE 35 MISCELLANEOUS BENEFITS**
42 **SECTION F. LOUNGE AND EATING AREAS**
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44 The Department shall provide lounge/eating areas at all DCH facilities. The Department will
45 endeavor to ensure that these areas are kept clean and sanitary, separate from patient/resident
46 areas and appropriately furnished.
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ARTICLE 39: PAID ANNUAL LEAVE
SECTION I: SCHEDULING

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A vacation is defined as seven (7) or more consecutive calendar days away from work through any combination of annual leave time, compensatory time, holiday time, regular days off and/or layoff days. Employees wishing to reserve a vacation period will submit an annual leave request to their supervisor. The supervisor will maintain a vacation calendar and/or record and record the name of the employee requesting the vacation, the date the request was made and the dates of the requested/approved vacation. This calendar and/or record will be posted or made available to employees on request.

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Annual leave usage will be on a "first come, first served" basis, except that, seniority vacation requests will take preference over the "first come, first served" requests if submitted no less than four (4) months in advance of the requested time off. In the event of overlapping vacation requests, seniority requests must be made prior to the four (4) month approval date of a less senior employee's request. An employee can only have one (1) seniority request on file at one time. No further seniority vacation requests can be submitted until the first vacation is over. Seniority vacation requests shall be approved/disapproved four (4) months prior to the time requested.

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Supervisors will have seven (7) calendar days to notify the employee of the approval/disapproval of the seniority vacation request. Such vacation requests shall not be unreasonably denied. A vacation request will not be accepted more than twelve (12) months prior to the vacation date. Employees may withdraw such vacation requests up to ninety-six (96) hours prior to the beginning of the pay period in which the vacation is to occur.

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An employee shall not be entitled to seniority preference for the same period or overlapping period in two successive years. An employee who withdraws an approved seniority vacation will be charged for that vacation in successive years.

"First come, first served" vacation requests shall be approved/disapproved within seven (7) calendar days of the written request to the supervisor. Such vacation requests shall not be unreasonably denied. Non-seniority vacation requests must be submitted at least fourteen (14) calendar days prior to the beginning of the pay period in which the vacation will fall. Employees may withdraw such vacation requests up to ninety-six (96) hours prior to the beginning of the pay period in which the vacation is to occur.

Annual leave of less than seven days shall be approved/disapproved on a "first come, first served" basis. Such leave will not be unreasonably denied. Annual leave requests will be approved/disapproved within seven (7) calendar days and/or prior to the time requested.

All disapproved requests shall contain the written reason for said disapproval. Supervisors shall date all approved or disapproved leave requests.

1 **ARTICLE 49:**
2 **PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES**

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4 The parties recognize that the Department of Community Health does not furlough permanent-
5 intermittent employees. However, if during the life of this Agreement any items addressed in this
6 Article become an issue, this section may be reopened at the request of either party.
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8 **TERMINATION OF SECONDARY AGREEMENT**

9 This agreement shall be effective upon approval by the Civil Service Commission and continue
10 through December 31, 2007. It is the understanding of the parties that this Secondary Agreement
11 shall remain in force throughout the term of the Primary Agreement. It is understood that if the
12 Primary Agreement is extended this Agreement continues for the same period. It is further
13 agreed that provisions of this Secondary Agreement may not supersede or conflict with any
14 provisions of the new Primary Agreement, and to the extent that conflict exists those sections
15 shall be declared null and void.
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19 _____
20 Donald Craig Tuck, MSEA Spokesperson

_____ Date

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23 _____
24 Norde James, III, DCH Spokesperson

_____ Date

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26
27 **MSEA Secondary Bargaining Team**

28 Donald Craig Tuck, Spokesperson
29 Steve Henley
30 Mary L. Rozich
31 Thomas Torpey
32

33
34
35 **DCH Secondary Bargaining Team**

36 Norde James, III, Spokesperson
37 Shari Andrew
38 Kerry Bloom
39 Maurice Forrest
40 Renee Harrell