

SECONDARY AGREEMENT

BETWEEN

The Department of LICENSING AND
REGULATORY AFFAIRS
(LARA)

and

The Michigan State Employees Association
(MSEA)

For Employees in the

Labor & Trades

and

Safety and Regulatory Units

Effective upon approval by the Civil Service Commission through December 31, 2018

ARTICLE 4 4

 Section C *Bulletin Boards* 4

 Section G *Telephone Directory* 4

 Section H *Office Space* 4

ARTICLE 4 5

 Section I *Access to Premises* 5

 Section J *MSEA Presentation* 5

ARTICLE 7 5

 Section B *MSEA Officers* 5

ARTICLE 8 6

Grievance Procedure 6

ARTICLE 12 6

 Section A 2 *Seasonal Layoff and Recall Procedures* 6

ARTICLE 12 7

 Section C 1 *Layoff and Recall Procedures* 7

ARTICLE 12 8

 Section C 2 *Class Clusters* 8

 Section D *Bumping Between Employment Types* 8

ARTICLE 13 9

 Section A 8 *Work Location* 9

 Section A 9 *Assignment and Transfer -- Work Site* 9

 Section A 10 *Work Unit* 9

ARTICLE 13 10

 Section D 2 *New Work Site or Work Location Notification* 10

ARTICLE 14 10

 Section D *Work Schedules* 10

 Section E *Meal Periods* 10

ARTICLE 14 11

 Section G *Wash-up Time* 11

 Section K *Modified Work Schedules* 11

ARTICLE 15	15
Section E Scheduling of Compensatory Time.....	15
Section F Overtime	15
ARTICLE 18	17
Section A 3 Union Representatives and Jurisdictions.....	17
Section A 7 Department Caucus Spokesperson	17
Section B Chief Stewards	17
ARTICLE 19	17
Section A Labor Management Meetings.....	17
ARTICLE 19	18
Section B Number of Representatives at Labor Management Meetings	18
Section C Scheduling of Agency or Facility Level Labor Management Meetings	18
Section D Pay Status of MSEA Representatives	18
ARTICLE 22	19
Section F Protective Clothing	19
Section I Contagious Diseases.....	20
Section J 2 Health and Safety Committee	20
ARTICLE 29	21
Training	21
ARTICLE 35	21
Section A Clothing	21
Section F Lounge and/or Eating Areas	21
ARTICLE 39	22
Section I Scheduling Annual Leave	22
ARTICLE 49	22
Section D Permanent-Intermittent & Part-Time	22
APPENDIX A	24

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
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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 Licensing and Regulatory Affairs Chief Spokesperson to the appropriate Departmental representative. MSEA would be allowed to identify the bulletin board by placing its name on the board.

SECTION G TELEPHONE DIRECTORY

The Department of Licensing and Regulatory Affairs 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.

SECTION H OFFICE SPACE

The Department agrees that when suitable space is available in those institutional settings where office space is not currently provided, it will be made available to MSEA. Local management and the MSEA Spokesperson or a person duly designated by MSEA shall mutually agree on the location.

Office space provided to MSEA is for the activities of both units represented by MSEA.

Offices will be accessible during the usual hours that the building is open. Arrangements may be made with local management for access at other times.

The MSEA local is directly responsible for the telephone installation. Installation shall be coordinated with the appropriate administrative office.

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
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

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.

SECTION J MSEA PRESENTATION

The Employer will notify MSEA whenever a formal orientation program is scheduled. Any new exclusively represented employee shall, within five (5) working days of being hired, be allowed introduction to the local MSEA representative. Within thirty (30) calendar days of MSEA's notification, an MSEA representative shall be allowed a thirty (30) minute presentation to explain to new exclusively represented employees MSEA's rights and obligations as an exclusive representative. A total of thirty (30) minutes shall be allowed if and when the introduction and presentation occur concurrently. Up to thirty (30) minutes of travel time is permissible.

ARTICLE 7

SECTION B MSEA OFFICERS

Departmental employees who are duly elected or appointed members of MSEA's Board of Directors, Executive Council Members and Departmental Caucus Spokespersons, shall furnish their immediate supervisor with written notification of their intent to attend scheduled board meetings at least two (2) work days before the start of the pay period in which the leave is to be used, or two (2) work days in advance of the date that work schedules must be established, in accordance with Article 14, Section D, of this Agreement.

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
29
30
31
32

ARTICLE 8

GRIEVANCE PROCEDURE

The Employer Representative at Step One of the Grievance Procedure is designated by Bureau or Office as Follows:

Corporations, Securities, and Commercial Licensing	First Line Supervisor
Construction Codes	First Line Supervisor
Finance	First Line Supervisor
Fire Services	First Line Supervisor
Liquor Control Commission	Second Line Supervisor
MIOSHA	First Line Supervisor
Professional Licensing	First Line Supervisor
Community and Health Systems	First Line Supervisor

ARTICLE 12

SECTION A 2 SEASONAL LAYOFF AND RECALL PROCEDURES

Should seasonal employees be used by the Department at some time in the future, the following layoff and recall procedures will be used:

When the employer determines that a seasonal employee will not be able to be returned from seasonal layoff, the least senior seasonal employee in the class statewide shall be laid off. A reduction in force during a season shall also be considered a layoff.

The seasonal employee upon seasonal layoff shall retain full job retention rights, by division, at the work location.

Return from Seasonal Layoff:

Return of seasonal employees from seasonal layoff shall be offered in seniority order, i.e., the most senior seasonal employee in the class at the work location shall be offered return from seasonal layoff first.

1
2
3
4 **ARTICLE 12**

5
6 **SECTION C 1 LAYOFF AND RECALL PROCEDURES**

7 The Primary Layoff Units are defined as the bureaus and offices, which have bureau
8 status, as indicated on the current Department Organizational Chart.

9 Each of the above is a separate primary layoff unit.

10
11 Newly established bureaus shall each be a separate primary layoff unit.

12
13 The Secondary Layoff Unit is defined as statewide within the entire Department.

14
15 Employees affected by layoff shall either accept layoff or bump the least senior
16 position in the following sequence:

- 17
18 1) County of their assignment within the primary layoff unit
19
20 2) Designated region in the primary layoff unit
21
22 3) Statewide within the primary layoff unit
23
24 4) Statewide within the secondary layoff unit
25

26 For the purpose of this article, Ingham and Eaton will be considered one county of
27 assignment.

28
29 **REGION 1** Consists of the Upper Peninsula and Alcona, Alpena, Antrim, Benzie,
30 Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Kalkaska, Leelanau,
31 Montmorency, Oscoda, Otsego, and Presque Isle
32

33 **REGION 2** Consists of Allegan, Barry, Berrien, Cass, Ionia, Kalamazoo, Kent, Lake,
34 Manistee, Mason, Mecosta, Missaukee, Montcalm, Muskegon, Newaygo, Oceana,
35 Osceola, Ottawa, St. Joseph, Van Buren, and Wexford
36

37 **REGION 3** Consists of Arenac, Bay, Branch, Calhoun, Clare, Clinton, Eaton,
38 Genesee, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Iosco, Isabella, Jackson,
39 Livingston, Midland, Ogemaw, Roscommon, Saginaw, Shiawassee, and Tuscola
40

41 **REGION 4** Consists of Lapeer, Lenawee, Macomb, Monroe, Oakland, Sanilac, St.
42 Clair, Washtenaw, and Wayne
43
44
45
46

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
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ARTICLE 12

SECTION C 2 CLASS CLUSTERS

There are no approved class clusters within the Department of Licensing and Regulatory Affairs.

SECTION D BUMPING BETWEEN EMPLOYMENT TYPES

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

- 1. A. Full time employees first replace less senior full time employees.
B. The least senior full time employees are then given the option of replacing less senior part-time employees or accepting layoff; then of replacing less senior permanent-intermittent employees or of accepting layoff.
- 2. A. Part-time employees first replace less senior part-time employees.
B. The least senior part-time employees are then given the option of replacing less senior permanent-intermittent employees or of accepting layoff; then of replacing less senior full time employees or of accepting layoff.
- 3. A. Permanent-intermittent employees replace less senior permanent-intermittent employees.
B. The least senior permanent-intermittent employees are then given the option of replacing less senior part-time employees or of accepting layoff; then of replacing less senior full time employees or of accepting layoff.
- 4. Seasonal employees shall only be allowed to bump the less senior seasonal employee.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

ARTICLE 13

16
17

SECTION A 8 WORK LOCATION

- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- A. For Labor and Trades work locations shall be defined in accordance with the Primary Agreement.
 - B. For Safety and Regulatory Units a work location, in a bureau, is a county, except that Ingham and Eaton counties shall be considered as one work location, or in those instances where employees have a geographic area of assignment larger than a county, the geographic area of assignment shall be considered the work location.

16
17

SECTION A 9 ASSIGNMENT AND TRANSFER -- WORK SITE

18 For purposes of this Article, each of the following shall be considered a separate work site:

- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 1) A building within a work location;
 - 2) In metro-Lansing area, the various administrative office locations for the Department of Licensing and Regulatory Affairs (LARA) shall be considered as a single work site;
 - 3) For those field employees not assigned to a building within a work location, the employee's work site shall be the city or town in which the employee has his/her office or the city or town nearest to the area where the majority of his/her work is performed; or such other city, town or area as may be designated by the agency head.

33 Upon Civil Service Commission approval of the secondary agreement, the parties agree to meet (within 90 calendar days) to discuss issues related to vacancy posting matters.

39

SECTION A 10 WORK UNIT

40

41

42

43

44

45

46

Within the Department of Licensing and Regulatory Affairs, a work unit shall be defined as a bureau or an office, agency and/or commission with bureau status.

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
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ARTICLE 13

SECTION D 2 NEW WORK LOCATION/WORK SITE NOTIFICATION

Bureaus and offices, agencies or commissions with bureau status within the Department of Licensing and Regulatory Affairs (LARA) will provide MSEA employees with a notice advising MSEA employees of a new work site or work location prior to the general posting for recruitment of applicants for vacant positions. The notice to MSEA employees shall be by county or geographical region of assignment. Notice will be provided no later than the tenth of the month, to allow employees time to submit a transfer request in accordance with Article 13 C1 of the primary agreement. Positions will not be posted until the first of the following month.

Upon Civil Service Commission approval of the secondary agreement, the parties agree to meet (within 90 calendar days) to discuss issues related to vacancy posting matters.

ARTICLE 14

SECTION D WORK SCHEDULES

In a bureau or a facility where multiple shifts and multiple start times are available, the shift and start times will be assigned by the bidding process and filled on the basis of seniority. The bidding process will apply to a newly created or vacant positions. In the event no employee bids for a particular shift or start time, management will assign the least senior qualified employee.

SECTION E MEAL PERIODS

The parties agree that field employees will take a 30 or 60-minute meal period near the midpoint of the day. The employee may elect to take a 30 or 60-minute meal period based on work requirements. Both parties agree that the meal period may be extended to 60 minutes by the Department for operational needs, i.e. conferences, training, meetings, office coverage etc.

1
2
3
4 **ARTICLE 14**

5
6 **SECTION G WASH-UP TIME**

7 All MSEA represented employees in the Department shall be allowed five (5)
8 minutes before lunch and five (5) minutes at the end of the work day, to wash-up
9 and prepare for lunch or to go home. Certain classifications from time to time may
10 require longer periods of time to clean up due to their particular task such as
11 painters, automotive mechanics, laborers, etc. This provision shall in no way limit
12 the supervisor's ability to allow for a longer clean-up period on a case-by-case basis
13 using reasonable discretion.

14 Clean-up time will start from the time the employee returns to the work location or
15 where clean-up facilities are available.

16
17 **SECTION K MODIFIED WORK SCHEDULES**

18
19 Department of Licensing and Regulatory Affairs (LARA) Bureaus may adopt a
20 modified work schedule program for MSEA members, based upon operational
21 needs.

22
23 **I. Definitions**

- 24
25 A. Work schedules are defined as an employee's assigned hours, days of the
26 week, days off, and shift rotation. Schedules not maintained on a regular
27 basis or fixed rotation shall be posted as far in advance as possible, but at
28 least fourteen (14) calendar days prior to the beginning of the pay period
29 to be worked.
30
31 B. Modified Work Schedule: An approved work schedule, which maintains
32 eighty (80) hours of work per pay period but is not strictly composed of
33 eight (8) hour workdays.
34
35 C. Core Time: The required hours of work per workday between 8:00 a.m.
36 and 5:00 p.m. Where appropriate, bureaus may establish alternative core
37 time hours.
38
39 D. Non-Exempt Employees: Employees who are eligible to receive overtime
40 under the Civil Service Compensation Plan, and are covered by the Fair
41 Labor Standards Act.
42
43 E. Tardiness: The act of reporting late.
44
45 F. Absenteeism: Failure to be at the prescribed work location during the
46 assigned work schedule without prior supervisory authorization.

1 **II. Conditions**
2

3 Modified work schedule participation is a privilege granted to employees by
4 the Department of Licensing and Regulatory Affairs (LARA). Established
5 work schedules will in all cases be in the best interest of the state. Bureaus
6 may elect to either participate in the Modified Work Schedule Program or not.
7 Areas within participating bureaus may be excluded from participating in the
8 Modified Work Schedule Program based on the effective and efficient delivery
9 of services, safety of the employees, energy conservation or discharging of
10 responsibilities assigned to the respective bureau.
11

12 A. Employees may request modified work schedules on a voluntary basis.
13 To be eligible to participate in the Modified Work Schedule Program,
14 employees must be full time, have worked for the Department of Licensing
15 and Regulatory Affairs (LARA) for twelve (12) consecutive months, and
16 are in good standing. In instances involving coordination of schedules for
17 training purposes or where an employee has previously worked for the
18 Department of Licensing and Regulatory Affairs (LARA), the twelve (12)
19 month waiting period may be waived.
20

21 MSEA employees have two options available in the Modified Work
22 Schedule Program:
23

24 Option I: Nine (9) hours per day for four (4) days, one half day working
25 and one half day off during the workweek.
26

27 Option II: Four (4) days at ten (10) hours per day with one (1) day off.
28

29 Bureaus may elect to limit employee participation to one option. Where
30 such a limit occurs, the bureau will be responsible for notifying its
31 employees.
32

33 B. Employees have the right to remain on traditional (normal) work
34 schedules.
35

36 C. Approval and continuation of a modified work schedule shall be at the sole
37 discretion of the Appointing Authority or those delegated to authorize
38 modified work schedules.
39

40 D. Employees who are experiencing work performance difficulties,
41 attendance problems, or receive a counseling memo, disciplinary action,
42 or any correctional action may be removed from a modified work
43 schedule.
44

45 E. When the Appointing Authority, bureau, commission, division, section, or
46 unit elects to terminate or revise the modified work schedule, one (1) pay

1 period advance notice to the affected employee(s) shall be provided
2 except in instances as outlined in items, D, N, and P.

- 3
4 F. An employee may elect to terminate their modified work schedule
5 participation provided one pay period advance notice is given to the
6 immediate supervisor. Where an employee has elected to terminate
7 participation in the modified work schedule, they must wait six (6) months
8 before they can sign up again.
9
- 10 G. Employees authorized to work a modified work schedule that are
11 reassigned or transfer to another supervisor must resubmit their request
12 for authorization of participation in a modified work schedule to their new
13 supervisor.
14
- 15 H. Modified work schedules shall include a minimum of thirty-two (32) hours
16 each week of core time. The remaining eight (8) hours of work may be
17 varied provided the employee is not scheduled to work in excess of ten
18 (10) hours per day.
19
- 20 I. When an employee is absent, the absence should be covered with sick or
21 annual leave in the amount equal to the number of hours that the
22 employee had been scheduled to work that day.
23
- 24 J. On paid holidays, only eight (8) hours of pay shall be authorized as
25 holiday payment for eligible employees. Employees working modified
26 schedules shall be required to supplement their scheduled hours with
27 annual leave credits or make alternate scheduling arrangements with prior
28 supervisory approval for the pay period in which the holiday occurs.
29
- 30 K. Eligible non-exempt employees working modified schedules shall only be
31 entitled to daily overtime compensation for those authorized overtime
32 hours in excess of the established modified schedule or work hours for
33 that day.
34
- 35 L. Eligible non-exempt employees shall be compensated for authorized
36 overtime in excess of forty (40) hours in a workweek. This existing
37 overtime regulation cannot be waived. Exempt employees shall not be
38 compensated for time worked in excess of 40 hours in a week, unless it is
39 outside of those hours worked under the modified work schedule and it
40 was previously approved by the Civil Service Commission.
41
- 42 M. Employees shall not be allowed to work during their scheduled lunch
43 period nor shall the fifteen (15) minute rest break(s) be waived in order to
44 meet any established core time requirements. Employees participating in
45 a modified work schedule remain entitled to one (1) fifteen (15) minute rest

1 break in the morning and one (1) fifteen (15) minute rest break in the
2 afternoon.

3
4 N. When non-exempt employees working modified schedules are required by
5 management to participate in training or special meetings, existing work
6 schedules may be adjusted in order to permit the employee to attend
7 within a forty (40) hour workweek. Code Two employees shall be notified
8 as soon as administratively possible of adjustment of work hours. Code
9 One employees shall be notified of changes to their work schedule no less
10 than 96 hours prior to the beginning of the pay period to be worked.

11
12 O. Where seasonal workloads are heavy necessitating uniform reporting and
13 quitting time, participation in the program may be temporarily suspended
14 by the bureau.

15
16 P. In emergency situations of an unforeseen nature, the employee's
17 supervisor may unilaterally adjust the employee's work schedule to meet
18 the emergency needs. This is inclusive of calling the employee back to
19 work on their day off. Where such occurs, eligible employees who qualify
20 for over time will be paid overtime according to appropriate regulations.

21
22 Q. The Appointing Authority may modify, waive, delete, add to, or amend any
23 of the existing provisions contained herein.

24
25
26 **III. Implementation of Guidelines**

27
28 A. Bureaus will determine whether or not they will participate in the modified
29 work schedule program.

30
31 B. Employees must submit a request for participation in the modified work
32 schedule program to their supervisor within thirty calendar days of the
33 start of the program within their bureau.

34
35 C. Consideration for modified work schedule requests will be made on a first
36 come first serve basis. Where conflict exists in scheduling employees
37 who have submitted their requests at the same time, the employee with
38 the most total continuous state service will receive preference on their
39 request. Employees shall submit renewal requests by January 1 of the
40 new year.

41
42 D. Bureaus will be responsible for ensuring that effective and efficient service
43 will be maintained in the use of any approved modified work schedule.

44

1 E. Supervisors will forward all modified work schedule requests through
2 approved administrative procedures within their bureaus, together with
3 their recommendations.
4

5 F. Bureau personnel liaisons will notify the Office of Human Resources of the
6 approval or disapproval of the recommendations of the supervisors.
7

8 G. The Office of Human Resources will be responsible for final approval or
9 disapproval of the request for modified work schedule.
10

11 H. Notice of the final decision will be sent to the bureau personnel liaison who
12 will be responsible for notifying the employee and supervisor.
13

14 ARTICLE 15

15 SECTION E SCHEDULING OF COMPENSATORY TIME

16
17
18
19 The Department recognizes that the Bureau of Professional Licensing has a current
20 practice of accumulation and use of compensatory time with appropriate supervisory
21 approval. MSEA employees in the Bureau of Professional Licensing shall be
22 allowed to continue the practice of accumulation and use of compensatory time.
23

24 SECTION F OVERTIME

25
26
27 For all Department Overtime-Eligible MSEA Employees:

28 It is the general practice of the Department to equalize overtime to the extent
29 possible.
30

31 The parties understand that overtime sometimes requires a specific individual or
32 group of individuals to perform the overtime work, or that the overtime to be worked
33 is of a short duration. In such situations, overtime will be distributed as equally as
34 practicable to employees who normally perform the work.
35

36 In all circumstances, supervisory approval must be obtained prior to the employee
37 working overtime. When overtime occurs, advance verbal or written notice will be
38 given to employees whenever possible. The parties recognize, however, that
39 situations may arise when advance notice is not possible.
40

41 If problems arise regarding equal distribution of overtime, the maintenance and
42 contents of overtime postings and defining of equalization units may be brought to a
43 Bureau/Office level Labor Management meeting for resolution. The Department
44 agrees that it will make every effort to resolve an equalization problem that is
45
46

1 brought to its attention. The union is not precluded from filing a grievance over
2 problem(s) of equalization, whether or not the issue has been discussed at a Labor
3 Management meeting.

4
5 **Voluntary Overtime**

6
7 When employee volunteers exceed the overtime opportunity (ies) available, class
8 series overtime rosters will be maintained by local management for the purpose of
9 assuring equal opportunity for available overtime. In this case, voluntary overtime
10 will be offered on a rotation schedule to the most senior (continuous service hours)
11 employee from the appropriate list. If the employee(s) who would be offered
12 overtime on a rotational basis does not have the job skills to perform the overtime
13 assignment, or is inexperienced in regard to the assignment, the local manager will
14 offer overtime to the next most senior worker who would be able to perform the
15 needed assignment.

16
17 The employee who is bypassed for this reason will remain on the top of the
18 rotational roster until they are offered overtime. Employees who refuse a voluntary
19 overtime assignment will lose their position on the overtime roster.

20
21 In cases where employees are needed to work overtime out of their specific class,
22 qualified volunteers will be solicited and arranged on a list, which will be ranked in
23 seniority order. Overtime in this case will be offered on a rotating basis to the most
24 senior volunteer.

25
26 All bureaus, and offices, agencies or commissions within the Department shall
27 prepare an overtime report listing employee names and hours of overtime worked.
28 The report shall be posted at each district or region office and made available to field
29 employees upon request. The overtime report shall be updated quarterly.

30
31
32 **Mandatory Overtime**

33
34 Should mandatory overtime become necessary and this overtime does not require
35 the participation of all employees in a class series, the overtime will be assigned to
36 the least senior employee who has the job skills or experience to handle the
37 assignment. The same rotational roster(s) shall be used for mandatory overtime that
38 is used for voluntary overtime.

39
40 All bureaus, and offices, agencies or commissions within the Department shall
41 prepare an overtime report listing employee names and hours of overtime worked.
42 The report shall be posted at each district or region office and made available to field
43 employees upon request. The overtime report shall be updated quarterly.

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

ARTICLE 18

14

SECTION A 3 UNION REPRESENTATIVES AND JURISDICTIONS

15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

MSEA shall be allowed to designate stewards to represent employees at a work location covered by the Agreement. The steward's jurisdictional area is the same as the work location. Where no steward is available at the work location the employee will be represented by: (1) the nearest Steward, Chief Steward, or temporary representative from within the Department as designated by MSEA, and/or (2) by an MSEA staff representative.

32

SECTION A 7 DEPARTMENT CAUCUS SPOKESPERSON

33
34
35
36
37
38
39
40
41
42
43
44
45
46

The jurisdiction of Department caucus spokespersons shall be statewide. The release of the Department caucus spokespersons shall be in the same manner as referenced in Article 18.C.

47

SECTION B CHIEF STEWARDS

48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

The jurisdiction of the Chief Stewards will be their Bureau within the Department. Where no steward is available at the work location, the employee will be represented by: (1) the nearest Steward, Chief Steward or temporary representative from within the Department as designated by MSEA, and/or (2) by an MSEA staff representative.

ARTICLE 19

101

SECTION A LABOR MANAGEMENT MEETINGS

102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200

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

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

1 such clothing. Such items provided by the Employer will be replaced on a case-by-
2 case basis.

3
4 When protective clothing is commonly shared by unit staff, additional items will be
5 made available to accommodate individual sizes. Any items to be shared will be
6 appropriately maintained by the Department.

7
8 Where protective items are required by rules, regulations or the PPE Assessment for
9 a particular job duty, no employee will be required to perform that duty without being
10 provided with those items.

11
12 Any determination of protective items necessary in this agreement will not be
13 considered to be all-inclusive as new regulations may present different needs.

14
15 Other Bargaining Unit Members will be furnished on an as needed basis, protective
16 clothing and equipment in accordance with MIOSHA standards.

17
18 If problems concerning protective clothing arise and are not resolved at local Labor
19 Management meetings, this issue will be addressed at the Departmental Labor
20 Management meeting.

21
22 Personal protective equipment (PPE) assessments are required by MIOSHA
23 Regulations, Part 33. Equipment determined to be required by personal protective
24 equipment assessment will be provided by the employer. An employee shall use all
25 of the personal protective equipment provided by the employer. The employer shall
26 provide replacement equipment if necessary due to wear and tear on the previous
27 equipment or if the equipment is lost due to the work environment. Otherwise, the
28 employee will pay for replacement of such equipment. (See Appendix A)

29
30
31 **SECTION I CONTAGIOUS DISEASES**

32
33 The Department will evaluate and determine whether MSEA employees require
34 protective garments or devices. The specific garments or devices to be provided will
35 be recommended by the Central Health and Safety Committee. Those garments
36 and devices needed will be provided by the Employer. MSEA will have the right to
37 appoint one (1) member to the Safety Committee.

38
39
40 **SECTION J 2 HEALTH AND SAFETY COMMITTEE**

41
42 The Employer and MSEA agree to maintain a Central Health and Safety Committee
43 for the Department of Licensing and Regulatory Affairs (LARA). It is recognized that
44 Health and Safety issues are appropriate topics for discussion at Labor Management
45 meetings, and may be discussed in that forum initially. If it is necessary to convene
46 the Central Committee at the request of either party because of the need for

1 additional discussion, MSEA will be entitled to two (2) representatives who will be on
2 leave without loss of pay while at committee meetings.

3 4 **ARTICLE 29**

5 6 **TRAINING**

7
8 The Employer shall determine what training is necessary. The Employer agrees to
9 provide such training to enable employees to effectively deal with circumstances
10 normally met on the job.

11
12 Whenever new technology, specialized equipment, or procedures for performing job
13 functions are changed, the Employer agrees to provide instructions or training in
14 order to enable employees to fulfill the job requirements.

15
16 Management will determine what job functions have been changed or altered and
17 provide such training to the employees.

18
19 Civil Service Training Schedules are published quarterly. These schedules are
20 available on the Civil Service website. If an employee does not have access to the
21 schedules through the website, the employee may make a request to review the
22 schedules, and the employer will make them available for review. If the employee
23 wishes to attend a training session, it is the employee's responsibility to submit a
24 written request to their supervisor. Attendance at such training sessions is at the
25 discretion of the employer.

26
27 If the Department requires an employee to attend a training program and/or if the
28 employee is required by the employer to renew registration or certification as a part
29 of continued employment, the employer will pay for such training and/or fees for
30 registration or certification renewal.

31 32 **ARTICLE 35**

33 34 **SECTION A CLOTHING**

35
36 The current Department practices, regarding required wearing apparel and cleaning
37 of garments shall remain in effect.

38 39 40 **SECTION F LOUNGE AND/OR EATING AREAS**

41
42 The Department agrees to maintain separate lounge and/or eating areas where
43 current practice so provides in accordance with all provisions of Article 35, Section
44 F.

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
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE 39

SECTION I SCHEDULING ANNUAL LEAVE

A vacation is defined as at least five (5) consecutive days of annual leave usage. In the event more than one employee requests leave on the same day or the same time period, determination shall be made by seniority. Otherwise, the request will be granted on a first come, first served basis.

When an employee has submitted a written request for annual leave, the supervisor will respond within five (5) workdays of receipt of the written request. If an employee's written request for annual leave is denied, a written explanation for such denial will be provided.

In the event a Bureau requires its employees to submit annual leave requests by a specified date, determination shall be based on seniority.

The employee may file a grievance directly to step 2 with a request for an expedited answer if a request for annual leave is denied or rescinded or no response has been provided.

ARTICLE 49

SECTION D PERMANENT-INTERMITTENT & PART-TIME

Layoff of Permanent-Intermittent and Part-Time employees shall be in accordance with Article 12 of the Primary Agreement.

RECALL

Permanent-Intermittent and Part-Time employees shall be eligible for recall according to Article 12; except that they shall maintain a right of recall to a Permanent-Intermittent or Part-Time position if they have accepted recall to a full-time position.

Removal of names from a Permanent-Intermittent or Part-Time list shall be in accordance with Article 12.

SCHEDULING

The scheduling of Permanent-Intermittent and Part-Time employees shall continue according to current practice.

1 Upon request Permanent-intermittent employees with status who have worked 2,080
2 hours in a fiscal year, may be placed in a permanent full time position in accordance
3 with the MSEA Collective Bargaining Agreement.

4

5 The Department shall not schedule or furlough a permanent-intermittent employee
6 for the express purpose of avoiding the accumulation of 2,080 consecutive hours of
7 service.

8

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
29
30
31
32
33
34
35

APPENDIX A

R. 408.13308 Hazard assessment and equipment selection

Rule 3308

(1) An employer shall access the workplace to determine if hazards that necessitate the use of personal protective equipment are present or are likely to be present. If the hazards are present or are likely to be present then the employer shall do all of the following:

a) Select, and have each affected employee use, the types of personal protective equipment that will protect the affected employee from the hazards identified in the hazard assessment.

b) Communicate selection decisions to each affected employee.

c) Select the personal protective equipment that properly fits each affected employee.

(2) An employee shall verify that the required workplace hazard assessment has been performed through a written certification which identifies the document as a certification of hazard assessment and which specifies all of the following information:

a) The workplace evaluated.

b) The person who certifies that the evaluation has been performed.

c) The date of the hazard assessment.

(3) Defective or damaged personal protective equipment shall not be used.

TERMINATION

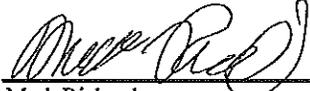
This addendum shall be upon approval by the Civil Service Commission. It is the understanding of the parties that this Secondary Agreement remains in force throughout the term of the Primary Agreement. It is understood that If the Primary Agreement Is extended, this agreement continues for the same period. It Is further agreed that provisions of this Secondary Agreement shall not supersede or conflict with any provisions of the new Primary Agreement, and to the extent that conflict exists those sections shall be declared null and void.

Termination Date: December 31, 2018

For MSEA:


James Zoccoli, Chief Spokesperson


Richard Kawacha


Mark Richard


Jennifer Pappas


Stephanie Williams


Matt Kmiecik

For LARA:


Frank Russell, Chief Spokesperson


Charla Drysdale