

# SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

For Employees in the  
Labor & Trades

And

Safety and Regulatory Units

And

THE MICHIGAN DEPARTMENT OF CORRECTIONS



Effective upon approval by the Civil Service Commission through December 31, 2027

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**Article 4, Section C**

**Bulletin Boards**

The Department will provide suitable unobstructed space for bulletin boards at each Department of Corrections work location at or near the time clock and /or where MSEA employees normally congregate. Bulletin boards shall be a proper subject for local Labor/Management meetings. Current practice of using existing bulletin boards will also continue.

In the event that issues involving the placement of bulletin boards cannot be resolved at local or state level Labor/Management meetings the provisions of this article may be referred back to Secondary Negotiations by either party.

**Article 4, Section G**

**Telephone Directory**

If a Departmental telephone directory is printed, then the listing of MSEA Central Office and Departmental Spokesperson(s), and Stewards, shall be included free of charge in each issue of the Departmental telephone directory.

**Article 4, Section H**

**Office Space**

The Employer agrees to continue to provide reasonable office space at Institutions where such office space is currently provided.

In those locations where office space is not currently available outside the security perimeter, the Employer shall provide space for a locked file cabinet or a locker outside the security perimeter to be secured by MSEA.

**Article 4, Section I**

**Access to Premises by MSEA Representatives**

The Department shall conduct Labor/Management meetings, grievant interviews, grievance hearings and conferences outside the security perimeter of the work location, unless mutually agreed to otherwise.

In those instances where access to security areas by Employee Officers/ Representatives and/or non-employee Officers and Representatives as guaranteed by the Primary Agreement is warranted, these persons will not be required to participate in security checks or any other procedure which is not a part of everyday routine operations applicable to all other non-Departmental persons.

The Department does not need prior notice and as a result, the "notice upon arrival" as stated in Section I of Article 4 is satisfactory.

**Article 7, Section B**

**MSEA OFFICERS**

Board members who are in positions that do not require relief will be excluded from the notice requirement in Article 7, Section B. Such members will furnish their supervisor with written notification of their intent to attend an MSEA Board Meeting three (3) workdays in advance of the meeting date.

Board members who are in positions that require relief will be required to furnish their supervisors with written notice of their intent to attend MSEA Board meetings two (2) days, four (4) days if change in shift for the relief is required, This should be done in advance of the pay period during which the meeting is scheduled.

The Employer will make a good faith effort to release Board members who occupy positions requiring relief with less than the notice required in Article 7-B for emergency and/or special Board meetings.

**Article 9, Section B (1)**

**Disciplinary Action and Conference**

Disciplinary action, if forthcoming, that does not require Central Office approval shall be initiated within twenty-one (21) calendar days from the date of the disciplinary conference or any extension agreed upon at the conference.

All other disciplinary action, if forthcoming, shall be initiated within forty-five (45) calendar days from the date of the disciplinary conference or any extension agreed upon at the conference.

In situations where discipline cannot be imposed within the specified time frame for reasons not under the Department's direct control, the time limits shall be held in abeyance until the employee returns to work.



**Article 14, Section F**

**Wash-Up Time**

It is the intent of management to allow Labor and Trades and Safety and Regulatory Bargaining Unitemployees to have wash up time when required. The current practice regarding wash-up time during working hours shall continue. Management agrees to allow for unforeseen delays at security checkpoints, or traversing between, or to and from work locations in determining adequate wash up time.

Should problems regarding wash-up time arise; should new MSEA classifications be added to the Department; or, should new duties be assigned to current MSEA classifications in the Department where wash-up time becomes an issue that cannot first be resolved at Labor/Management meetings, then upon mutual agreement the parties may re-open Secondary Negotiations.

**Article 15, Section E**  
**Compensatory Time**

An employee may, with prior notice to the appointing authority, choose either to receive cash payment or compensatory time, for all overtime hours worked, subject to a maximum annual cap of one-hundred twenty hours (-120). In addition, employees shall have the option to choose compensatory time for eligible callback time in accordance with Article 14, Section G of the Primary Agreement.

These hours will be banked in the "compensatory leave" column in the HRMN system with a one-hundred twenty (120) hour cap, and will be used before using annual leave unless the employee is at the annual leave cap. End of fiscal year balances may be carried forward to the next fiscal year.

If the employee is unable to use accrued compensatory time credits prior to the beginning of the pay period following September 15 of each year, any remaining balance, at the employee's discretion, shall be paid off at the employee's regular rate of pay.

**Article 18, Section A (5)**

**Release of Department Caucus Spokespersons**

Where no steward is authorized or designated, or one designated is temporarily not available, and the employer is unable to reschedule the grievance conference, representation may be provided by the nearest MSEA department caucus spokesperson. If the spokesperson is employed at another work location, he or she may be released for this purpose without pay.

**Article 19, Section A**

**Labor Management Committee Meetings**

The Department will prepare and present to the designated MSEA representative a draft of the minutes as soon as possible after the conclusion of the meeting (normally within 10 weekdays). The representative shall have five (5) working days to comment in writing prior to the distribution.

**Article 19, Section B**

**MSEA Representation**

For Department level Labor/Management meetings, a maximum of seven (7) plus one alternate. MSEA Representatives may attend such meetings.

Local level Labor/Management meetings for facilities and Michigan State Industries (Department wide) may have a maximum of four (4) MSEA, and four (4) Departmental Representatives in attendance. The presence of additional representatives shall be limited only to the discussion of the agenda item(s) for which their attendance was requested, unless mutually agreed to otherwise. In recognition of the operational needs of the Employer, not more than two (2) MSEA Representatives shall be released from any one-work assignment, for attendance at local level Labor/Management meetings.

One (1) additional MSEA and Departmental Representative may attend local level Labor/Management meetings, where a Warden is responsible for more than one facility, or a facility and camp. Should the Union determine to exercise this option it is agreed that not more than four (4) MSEA Representatives shall be released from one facility.

**Article 21**

**Grooming and Attire**

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

The parties agree that grooming matters which may arise under this article, are a proper subject of local Labor/Management meetings. If the issue cannot be resolved, it shall be addressed at Statewide Labor/Management meetings or if necessary, upon mutual agreement the parties may re-open Secondary Negotiations.

**Article 22, Section F**  
**Protective Clothing**

The Employer will furnish protective clothing and equipment in accordance with applicable standards established by the Department of Licensing and Regulatory Affairs (e.g. MIOSHA Part 33. Personal Protective Equipment), and/or Community Health, the purpose of which is to protect the health and safety of employees against hazards they might reasonably be expected to encounter in the course of performing all assigned job duties.

The types of apparel items may include, but are not limited to: biological, radioactive, or chemical protective clothing, gloves of need, seasonal protective clothing, hard hats, safety toed/safety shoes, or boots, safety glasses, fire suppression and welding protective apparel.

Seasonal protective clothing may include, but -is not limited to: rain coats, rain pant, gloves of need, insulated and un-insulated coats, insulated and un-insulated pants, insulated and un-insulated boots, and insulated and un-insulated hats. Replacement of -protective clothing shall be on an exchange basis as needed and provided in a timely manner.

The Employer shall meet annually by June 30th with local MSEA designated representatives to determine seasonal items necessary, the purpose of which is to protect the health and safety of employees against hazards they might reasonably be expected to encounter in the course of performing all job duties, and those items needing replacement. The Employer shall order/purchase such items in a timely manner to assure receipt and make every reasonable effort to assure receipt of the articles by November 1<sup>st</sup> .

The parties agree that matters which may arise under this article, and concerns regarding seasonal and/or protective clothing shall be the proper subject of local Labor/Management meetings. If the issue cannot be resolved, it shall be addressed at Statewide Labor/Management meetings or if necessary, upon mutual agreement the parties may re-open Secondary Negotiations.

**Article 22, Section I**  
**Contagious Diseases**

The Employer agrees to supply all necessary Personal Protective Garments, and or Equipment in accordance with Article 22, Section I, of the Primary Agreement.

Issues involving appropriate protective garments and devices for Bargaining Unit members are appropriate subjects for Local or Department level Labor/Management meetings and/or through the Health and Safety committee.



**Article 29**

**Training**

Training for employees in this bargaining unit shall be provided as follows:

If the Department requires an employee to be licensed or certified as a condition of employment, the Department agrees to provide administrative leave for attendance at courses, which are mandated for continuing licensure or certification.

Administrative Leave for training will be authorized in accordance with Policy Directive 02.02.101, and the Primary Agreement. Documentation regarding the content of the training and proof of attendance may be required as requested by Training Division. The Department shall provide all related expenses for training in accordance with the State Standardized Travel Regulations.

The Employer shall provide sufficient training to enable the employee to effectively perform all assigned duties within the Employees' work locations.

Requests for relevant, job related training shall not be continually denied.

If training programs are available which have no tuition or registration fee, administrative leave to attend shall not be unreasonably denied, but will be contingent upon essential operational and administrative needs.

**Article 35, Section A**

**Clothing**

The Department of Corrections will not require uniforms for the Labor and Trades Unit.

The Department of Corrections also agrees that a dress code will not be such in nature, as to have the effect of requiring employee's to provide a uniform. Employees will be expected to dress appropriately for their job duties.

If in the future the Department decides to require uniforms, they will be required for all bargaining unit employees.

If the Department decides to require uniforms, the Department agrees to re-open Secondary Negotiations for the purpose of determining the number, type, and quality of the required apparel.

**Article 35, Section B**  
**Tools and Equipment**

The following language from the Secondary Agreement signed July 26, 1983 is reprinted below.

“In accordance with current practice, the Department shall provide and maintain in good working order all tools and equipment which are required for an employee to perform assigned tasks in a safe and competent manner. An employee shall not be required to engage in a job for which proper tools and equipment are not provided.”

**Article 35, Section F**

**Lounge and/or Eating Areas**

The Department will provide at least one suitable lounge and/or eating area at each work location, provided space is available.

Concerns regarding the operation of lounge and/or eating areas shall be the proper subject of local Labor/Management meetings. If the issue of the operation of the lounge and/or eating area cannot be resolved at the local level, it shall be addressed at Statewide Labor/Management meetings or if necessary, upon mutual agreement the parties may re-open Secondary Negotiations.

**Article 35, Section L (4)**

**Meals Without Charge**

The method of providing meals in accordance with Article 35, Section L, including accommodation of dietary restrictions, shall be determined locally. Consideration shall be given to the security of the meals. If specific problems arise, these shall be addressed in local Labor/Management meetings, and if not resolved at the local level, at Statewide Labor/Management meetings.

1 **Article 53 Section A (8) (g)**

2 **Drug and Alcohol Testing**

3 Test designated positions shall be defined in accordance with the provisions specified in the Primary  
4 Agreement.

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## **TERMINATION OF AGREEMENT**

This agreement shall be effective upon approval by the Civil Service Commission and continue through December 31, 2027. 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:**

_____	_____
Garret Fisher, MSEA DOC Spokesperson	Date:

_____	_____
Jacob Vansickle, MSEA President	Date:

**For the Department of Corrections:** \_\_\_\_\_

_____	_____
Makayla Parsons, MDOC Labor Relations Specialist	Date:

_____	_____
Abigail Bennetti, MDOC Labor Relations Specialist	Date:

_____	_____
Angela Helm, MDOC Labor Relations Manager	Date:

## Notes

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