

Date: _____ Time: _____ MSEA: _____ EGLE: _____

SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

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

And the

DEPARTMENT of ENVIRONMENT, GREAT LAKES,
AND ENERGY



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

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1 **ARTICLE 4, SECTION C**

2 **BULLETIN BOARDS**

3 If any disagreement should occur, the specific locations of new bulletin boards, at any particular facility,
4 office, or work site, shall be the subject of a labor management meeting at the request of either party.

5 **ARTICLE 4, SECTION G**

6 **TELEPHONE LISTING OF MSEA PERSONNEL**

7 The name, address, and telephone number of the MSEA Central Office shall be listed in the Department
8 Telephone Directory when it is revised. The name and telephone number of the MSEA Central Office will
9 be listed on the Department's electronic phone book.

10 **ARTICLE 4, SECTION H**

11 **OFFICE SPACE**

12 Refer to the primary agreement.

13 **ARTICLE 4, SECTION I**

14 **ACCESS TO PREMISES BY MSEA STAFF**

15 Upon arrival at the premises, the MSEA representative will identify himself/herself; check in, in the same
16 manner as is required of all visitors, and will identify whom his/her business is with, the nature of the visit
17 as allowed by this section, and the approximate length of the visit.

18 **ARTICLE 7, SECTION B**

19 **BOARD MEETINGS**

20 MSEA State Board Officers shall furnish their immediate supervisor with written notification of their intent
21 to attend board meetings in the following manner:

- 22 1. If the employee performs a service requiring a replacement, which would necessitate the payment
23 of overtime during such employee's absence, notification must be given at least four (4) days prior
24 to the beginning of the pay period in which the meeting is scheduled.
- 25 2. If the employee performs a service requiring a replacement, which would not necessitate the
26 payment of overtime during such employee's absence, notification must be given at least four (4)
27 days prior to the beginning of the pay period in which the meeting is scheduled.
- 28 3. If the employee performs a service that does not require a replacement during such employee's
29 absence, notification must be given at least two (2) work days prior to the absence.

1 **ARTICLE 14, SECTION F**

2 **WASH-UP TIME**

3 Employees shall be allowed work time to wash-up as set forth by the supervisor, before lunch, prior to
4 the end of the workday, and additionally as necessary. Disputes regarding the length of wash-up time
5 shall be the subject of a labor management meeting.

6 **ARTICLE 15, SECTION E**

7 **COMPENSATORY TIME**

8 When covered employees are offered overtime, the employee shall have the option, except as noted
9 below, of earning overtime as compensatory time at the rate of one and one half or as cash payment at
10 the overtime rate.

11 No covered employee shall accumulate more than one hundred fifty (150) hours of compensatory time.

12 At the Department's option, the member may be paid in cash up to the full amount of unused
13 compensatory time credits. The Department will notify the impacted member if/when such a decision is
14 made by March 31st and September 30th of each year. This payment will be processed as soon as
15 administratively possible. Employees shall be allowed to retain and not receive cash pay for up to 60
16 hours of unused compensatory time at the end of the fiscal year upon written request.

17 For Environmental Investigators overtime offered by the employer shall be offered as paid overtime
18 unless compensatory time is mutually agreed upon between the employee and offering supervisor.

19 Employees shall not be eligible to earn compensatory time for any overtime incurred while on assignment
20 to another agency or B/D/O when that agency or B/D/O will be paying for the services of the employee.

21 Nothing in this agreement shall be construed to mean covered employees can be forced to accept
22 compensatory time credits in lieu of cash payment for overtime worked.

23
24 **ARTICLE 18, SECTION A 5**

25 **MSEA REPRESENTATION DEPARTMENTAL CAUCUS SPOKESPERSON**

26 Refer to MSEA primary agreement.

27 **ARTICLE 19, SECTION A**

28 **LABOR/MANAGEMENT MEETING AGENDAS AND RESPONSES**

29 Agenda items will be provided to the department five (5) work days prior to a labor/management meeting.

30 If the agenda is not submitted by this deadline, the meeting will be postponed. Agenda items must be

1 sufficiently detailed to communicate the issues/problem to allow department representatives to prepare
2 for the meeting.

3 Responses from the department (B/D/O) will be provided to the caucus spokesperson within ten days
4 after the meeting.

5 **ARTICLE 19, SECTION B**

6 **REPRESENTATION - LABOR MANAGEMENT MEETINGS**

7 For the purpose of conducting Labor Management meetings as provided for in the Primary Agreement,
8 MSEA representation shall not exceed a total of four (4) at the Departmental level and shall not exceed
9 three (3) member representatives at other Labor Management meetings. MSEA Staff Representatives
10 shall be allowed to attend such meetings and are included in the above numbers.

11 The MSEA Representative(s) at any meeting shall be at the sole discretion of MSEA.

12 MSEA may request to bring subject matter experts to labor management meetings. Any requests shall
13 be submitted to the EGLE spokesperson 10 calendar days prior to the meeting for review and
14 management approval.

15 **ARTICLE 21**

16 **GROOMING AND ATTIRE STANDARDS**

17 All employees are expected to maintain a neat, clean, and well-groomed professional appearance during
18 working hours. Professional appearance is not limited to or defined as business suits and/or dresses. It
19 is the Department's intent that a more "relaxed" professional appearance is acceptable as an everyday
20 attire standard. This "relaxed" professional appearance standard for the office setting does not mean that
21 all forms of attire are acceptable. Examples of inappropriate attire within the office setting are as follows.
22 (This is not intended to be all inclusive): sweatpants; shorts; bib overalls; spandex/exercise clothing; tank
23 tops; bandanas; slippers; and thongs/flip-flops.

24 MSEA members choosing to wear facial hair (beard, mustache, goatee...) may do so, provided the facial
25 hair is maintained in a professional manner. Members may be required to shave facial hair if their duties
26 require them to be respirator qualified.

27 **ARTICLE 22, SECTION F**

28 **PROTECTIVE CLOTHING**

29 The department, B/D/O, shall provide and maintain personal protective equipment, clothing, and gear
30 necessary for covered employees to accomplish assigned and expected duties safely. This provision
31 shall be administered consistently, based on the employee's assigned job duties and responsibilities.

1 The protective clothing used to conduct business shall be stored as instructed by supervision. The
2 replacement of this protective clothing shall be as needed, as determined by the employer. The other
3 department D/B/O's shall continue existing practice.

4 **ARTICLE 29**
5 **TRAINING**

6 MSEA Bargaining Unit employees shall be afforded sufficient training to safely, effectively and efficiently
7 deal with circumstances normally encountered on the job. This shall include, but not be limited to training
8 in involving new technology, equipment, or procedures; hazardous materials handling and safety
9 techniques for those employees expected to deal with hazardous materials.

10 When management determines that training will be provided to all members of a classification, such
11 training will be given, consistent with operational needs by geographic location, to the full time employees
12 within the work location. Likewise, the training will be offered to the seasonal employees within the work
13 location.

14 Administrative leave will be granted, upon mutual agreement, for attendance at job related workshops,
15 seminars or other training not provided by the Employer.

16 **ARTICLE 29**
17 **LETTER OF UNDERSTANDING**

18 The parties recognize that Conservation Officers in the EGLE presently have a partnership and reporting
19 relationship with the DNR Law Enforcement Division. Considering this relationship it is understood that,
20 should the DNR reinstate a fit for duty program, it will not be applicable to EGLE Conservation Officers
21 that serve as Environmental Investigators.

22 **ARTICLE 35, SECTION A**
23 **UNIFORMS**

24 In the event that a B/D/O establishes a uniform committee, MSEA shall be entitled to appoint one member
25 to the committee. Issues related to uniforms/parts shall be discussed by the B/D/O uniform committee.
26 Any recommendations agreed to by said committee shall be forwarded to the respective B/D/O Chief or
27 Designee.

28 The department and/or B/D/O will determine which bargaining unit employees are required to wear
29 uniforms and/or uniform parts, the style of uniform and when they may be worn.

30 The department shall provide uniforms/parts to bargaining unit employees when the uniforms/parts are
31 required.

1 Coveralls: Both summer weight and winter weight may be provided to members by their B/D/O. The
2 purpose of coveralls is to protect other uniform parts and personal clothing from dirt and other products
3 they may be exposed to (e.g., oil or paint). This would be on an “as needed” basis.

4 Some employees have special certifications and/or a commission, which may require specialized
5 uniforms/parts, e.g., belts, holsters, badges. The department shall provide the required specialized
6 uniforms/parts.

7 At the date of this agreement, EGLE Conservation Officers are receiving a uniform allocation from the
8 DNR Law Enforcement Division. If the partnership with the DNR is ended during the life of this contract,
9 the parties agree to negotiate a Letter of Understanding to address the subject of uniforms.

10 **ARTICLE 35, SECTION B**

11 **TOOLS AND EQUIPMENT**

12 The Department shall provide and maintain in good working order all tools and equipment, which are
13 necessary to accomplish, assigned and expected duties safely and effectively. A covered employee shall
14 not be expected to perform tasks for which tools and equipment are not provided, or to perform tasks that
15 are beyond the capabilities of tools and equipment that are provided.

16 **ARTICLE 35, SECTION F**

17 **LOUNGE AND/OR EATING AREAS**

18 The Department agrees to make a reasonable effort to provide and maintain an area for eating, cleanup,
19 and indoor bathroom facilities at all employee work locations that now have them.

20 The parties agree that concerns over lounges and/or eating areas shall be proper subject for Labor
21 Management meetings at either a local or Department level.

TERMINATION OF SECONDARY AGREEMENT

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

For MSEA:

Erik Bailey, MSEA Executive Director

Date:

For the Department of Environment, Great Lakes, and Energy:

Sara Rankin, QOL Labor Relations Representative

Date:

