

# 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, 2024

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1 **Article 4, Section C**

2 **Bulletin Boards**

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

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

10 **Article 4, Section G**

11 **Telephone Directory**

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

15 **Article 4, Section H**

16 **Office Space**

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

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

22 **Article 4, Section I**

23 **Access to Premises by MSEA Representatives**

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

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

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

3 **Article 7, Section B**

4 **MSEA OFFICERS**

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

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

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

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

15 **Disciplinary Action and Conference**

16  
17 Disciplinary action, if forthcoming, that does not require Central Office approval shall be initiated within  
18 twenty-one (21) calendar days from the date of the disciplinary conference or any extension agreed upon  
19 at the conference.

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

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

25 **Article 14, Section F**

26 **Wash-Up Time**

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

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

5  
6 **Article 15, Section E**

7 **Compensatory Time**

8 An employee may, with prior notice to the appointing authority, choose either to receive cash payment or  
9 compensatory time, for all overtime hours worked, subject to a maximum annual cap of one-hundred  
10 hours (100). In addition, employees shall have the option to choose compensatory time for eligible  
11 callback time in accordance with Article 14, Section G of the Primary Agreement.

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

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

18 The parties recognize the burden which may be put upon employees during the current the COVID 19  
19 pandemic and agree to implement a pilot program effective January 1<sup>st</sup>, 2022, through December 31<sup>st</sup>,  
20 2022, allowing employees to accumulate one hundred sixty (160) hours of compensatory time as annual  
21 cap. At the end of the pilot program the parties agree to discuss and evaluate if an extension of this  
22 program is necessary.

23  
24 **Article 18, Section A (5)**

25 **Release of Department Caucus Spokespersons**

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

1 **Article 19, Section A**

2 **Labor Management Committee Meetings**

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

6  
7 **Article 19, Section B**

8 **MSEA Representation**

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

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

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

21 **Article 21**

22 **Grooming and Attire**

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

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

1 **Article 22, Section F**

2 **Protective Clothing**

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

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

11 Seasonal protective clothing may include, but are not limited to: rain coats, rain pant, gloves of need,  
12 insulated and un-insulated coats, insulated and un-insulated pants, insulated and un-insulated boots, and  
13 insulated and un-insulated hats. Replacement of seasonal protective clothing shall be on an exchange  
14 basis as needed. The Employer shall meet annually by June 30th with local MSEA designated  
15 representatives to determine seasonal items necessary, the purpose of which is to protect the health and  
16 safety of employees against hazards they might reasonably be expected to encounter in the course of  
17 performing all job duties, and those items needing replacement. The Employer shall order/purchase such  
18 items in a timely manner to assure receipt and make every reasonable effort to assure receipt of the  
19 articles by November 1<sup>st</sup> .

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

24 **Article 22, Section I**

25 **Contagious Diseases**

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

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

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**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 censure 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.

1 **Article 35, Section B**

2 **Tools and Equipment**

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

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

8  
9 **Article 35, Section F**

10 **Lounge and/or Eating Areas**

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

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

17  
18 **Article 35, Section L (4)**

19 **Meals Without Charge**

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

24  
25 **Article 53 Section A (8) (g)**

26 **Drug and Alcohol Testing**

27 Test designated positions shall be defined in accordance with the provisions specified in the Primary  
28 Agreement.

**TERMINATION OF AGREEMENT**

This agreement shall be effective upon approval by the Civil Service Commission and continue through December 31, 2024. It is the understanding of the parties that this Secondary Agreement shall remain in force throughout the term of the Primary Agreement. It is understood that if the Primary Agreement is extended this agreement continues for the same period. It is further agreed that provisions of this Secondary Agreement may not supersede or conflict with any provisions of the Primary Agreement, and to the extent that conflict exists those sections shall be declared null and void.

**For MSEA:**

\_\_\_\_\_  
Erik Bailey, MSEA Executive Director

\_\_\_\_\_  
Date:

**For the Department of Corrections:**

\_\_\_\_\_  
Dan Hengesbach, MDOC Human Resources

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Cindy Dodds-Dugan, MDOC Correctional Facilities Administration

\_\_\_\_\_  
Date



## Notes