

# SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

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

And

THE DEPARTMENT OF NATURAL RESOURCES



Effective upon approval by the Civil Service Commission through December 31, ~~2021~~ 2024

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**ARTICLE 4, SECTION C**

**BULLETIN BOARDS**

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

**ARTICLE 4, SECTION G**

**TELEPHONE LISTING OF MSEA PERSONNEL**

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

**ARTICLE 4, SECTION H**

**OFFICE SPACE**

Refer to the primary agreement.

**ARTICLE 4, SECTION I**

**ACCESS TO PREMISES BY MSEA STAFF**

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

**ARTICLE 7, SECTION B**

**MSEA OFFICERS**

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

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

9  
10 **ARTICLE 14, SECTION F**

11 **WASH-UP TIME**

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

15  
16 **ARTICLE 15, SECTION E**

17 **COMPENSATORY TIME**

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

21 No covered employee shall accumulate more than one hundred fifty (150) hours of compensatory time.  
22 At the Department's option, the member may be paid in cash up to the full amount of unused  
23 compensatory time credits. The Department will notify the impacted member if/when such a decision is  
24 made by March 31st and September 30th of each year. This payment will be processed as soon as  
25 administratively possible. Employees shall be allowed to retain and not receive cash pay for up to 60  
26 hours of unused compensatory time at the end of the fiscal year upon written request.

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

1 Seasonal employees, upon written request, shall be paid in cash for all of their unused compensatory  
2 time credits immediately prior to seasonal layoffs.

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

5  
6 **ARTICLE 18, SECTION A (5)**

7 **MSEA REPRESENTATION DEPARTMENTAL CAUCUS SPOKESPERSON**

8 The release of the department caucus spokesperson shall be in the manner as referenced in Article 18,  
9 Section B of the Primary Agreement.

10  
11 **ARTICLE 19, SECTION A**

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

13 Agenda items will be provided to the department seven (7) work days prior to a Labor/Management  
14 meeting. If the agenda is not submitted by this deadline, the meeting will be postponed. Agenda items  
15 must be sufficiently detailed to communicate the issues/problem to allow department representatives to  
16 prepare for the meeting.

17 Responses from the department (B/D/O) will be provided to the caucus spokesperson within ten-week  
18 days after the meeting. Week days, for the purpose of this Article, are defined as Monday through Friday  
19 inclusive, excluding holidays.

20  
21 **ARTICLE 19, SECTION B**

22 **REPRESENTATION - LABOR MANAGEMENT MEETINGS**

23 For the purpose of conducting Labor Management meetings as provided for in the Primary Agreement,  
24 MSEA representation shall not exceed a total of eight (8) MSEA member representative with no more  
25 than three (3) representatives from any division, no more than 2 Forest Fire Officers during the fire season  
26 defined as March 1 through October 31), and/or MSEA staff representatives at the Departmental level.  
27 The MSEA representatives present at any meeting shall be at the sole discretion of MSEA. Any and all  
28 labor management meetings shall be held within thirty (30) days at the request of either party unless  
29 mutually agreed otherwise.

1 MSEA may request to bring subject matter experts to Labor Management meetings. Any requests shall  
2 be submitted to the DNR spokesperson 10 calendar days prior to the meeting for review and management  
3 approval.

4  
5 **ARTICLE 19**

6 **~~Letter of Understanding~~**

7 ~~During secondary negotiations in 2019, the parties discussed the Union's request to make a wide brim~~  
8 ~~hat available to bargaining unit employees. The Department agrees to convene a Labor Management~~  
9 ~~Committee meeting no later than November 1, 2019 for the purpose of discussing appropriate~~  
10 ~~headgear for bargaining unit employees in the Law Enforcement Division (LED) and Parks and~~  
11 ~~Recreations Division (PRD)~~

12  
13 **ARTICLE 21**

14 **GROOMING AND ATTIRE STANDARDS**

15 Employees have an obligation to maintain reasonable grooming and attire standards which bear a  
16 reasonable relationship to their work.

17  
18 **ARTICLE 22, SECTION F**

19 **PROTECTIVE CLOTHING**

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

23 The protective clothing used to conduct business shall be stored as instructed by supervision.

24 The replacement of this protective clothing shall be as needed as determined by the employer.

1 **ARTICLE 29**

2 **TRAINING**

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

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

9  
10 **ARTICLE 29**

11 **LETTER OF UNDERSTANDING**

12 The feasibility of allowing exercise time for wildland fire positions that must satisfy the physical fitness  
13 requirement shall be reviewed by forest resources division management. Updates on the issue will be  
14 shared with MSEA within 180 days of the ratification of this Secondary Agreement. Discussion on the  
15 topic will be conducted at future Labor/Management meetings.

16  
17 **ARTICLE 35, SECTION A**

18 **UNIFORMS**

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

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

25 The department shall provide uniforms/parts to bargaining unit employees when the uniforms/parts are  
26 required. When the vendor has gender specific uniform clothing options available, the employer may  
27 consider making gender specific uniform clothing options available for selection by employees.

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 The department shall issue an initial complement of uniforms/parts and replace them as needed. This  
 8 initial complement of uniforms/parts will be provided by the B/D/O in the following manner:

**Fisheries Division**

Garment	Position of Bargaining Unit Member	Number Furnished
DNR Green Long Sleeve Oxford	All Fisheries Members	Choice of five (5) shirts with at least one LS oxford
DNR Green Short Sleeve Oxford		
DNR Green Long Sleeve Golf Shirt		
DNR Green Short Sleeve Golf Shirt		
DNR Black Winter Stocking Cap		Choice of one
DNR Black Winter Headband		
Name bar		One
DNR Ballcap: Tan W/ Green Bill		One

**Wildlife Division**

Garment	Position of Bargaining Unit Member	Number Furnished
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Date: \_\_\_\_\_ Time: \_\_\_\_\_ MSEA: \_\_\_\_\_ DNR: \_\_\_\_\_

DNR Green Long Sleeve Oxford	All MSEA members	Choice of one
DNR Green Short Sleeve Oxford		
DNR Green Long Sleeve Golf Shirt		Four (4) of their choice
DNR Green Short Sleeve Golf Shirt		
DNR Black Winter Stocking Cap		Choice of one
DNR Black Winter Headband		
Name bar		One
DNR Ballcap: Tan W/ Green Bill		One

**Parks and Recreation**

Garment	Position of Bargaining Unit Member and Number Furnished	
	Com.	Non-Com.
DNR Long Sleeve Oxford	Four (4) of their choice	Four (4) of their choice
DNR Short Sleeve Oxford		
DNR Long Sleeve Golf Shirt		
DNR Short Sleeve Golf Shirt		
State Worker DNR Tee Shirt	Two (2) For Each State Worker	
DNR Name Bar	One For Each State Worker	
DNR ball cap: tan with green bill	One For Each State Worker	
Pants: slacks	Four (4) Of Their Choice	Four (4) Of Their Choice
Pants: denim	Four (4) Of Their Choice	Four (4) Of Their Choice
DNR Ballcap: Black	One	
DNR Ballcap: tan w/ green bill		One

Date: \_\_\_\_\_ Time: \_\_\_\_\_ MSEA: \_\_\_\_\_ DNR: \_\_\_\_\_

All Season Coat	One	One
Name bar: traditional DNR	One	One
Name bar: metal	Two	
DNR Black Winter Stocking Cap	One	As needed
DNR Black Winter Headband		
Tie & Tie Tack	One	
Class "A" Long Sleeve Shirt	Four Of their choice	
Class "A" Short Sleeve Shirt	Four of their choice	
Class "A" Pants: Cargo Style	Three	
Shoes for Class "A" uniform	One	
Belt for Class "A"	One	

### Mackinac State Historic Parks

Garment	Permanent, Full-time and Winter Seasonal November-April	Permanent, Seasonal (April – October)	State Worker 4, Summer Seasonal**
Boots (Steel-Toed)	See primary contract	See primary contract	See primary contract
T-Shirt (Summertime Only)	Two New	Two New	Two New
Shirt: Long Sleeved, Short Sleeved	Combination of 3 long and short sleeved	Combination of 3 long and short sleeved	Combination of 3 long and short sleeved
Jacket – All Season	One	One	One

Date: \_\_\_\_\_ Time: \_\_\_\_\_ MSEA: \_\_\_\_\_ DNR: \_\_\_\_\_

Jacket – Winter Heavy/Insulated	One		
Coveralls (Insulated) or Bibs (Not Both)	One		
Pants	Three	Three	Three
Ball Cap	Two New	Two New	Two New
Stocking Cap	1		
Gloves; Insulated	1		
Gloves; Summer Work	2 pairs as needed	2 pairs as needed	2 pairs as needed
Rain Gear, Jacket and Light Trouser	1 Set	1 Set	1 Set
Patches	Adhered to Appropriate Uniform Items	Adhered to Appropriate Uniform Items	Adhered to Appropriate Uniform Items

1 \*\*STW4's are to return ALL uniform pieces, except boots, at the end of their seasonal employment. Some  
 2 uniform items may be previously worn/used item that have been laundered. Management will ensure that  
 3 these previously worn/used items are in a presentable and safe condition.

4 In order to facilitate the implementation of a uniform committee, a committee will be established in 2012.  
 5 The committee will meet at least three times in the initial year. The uniform committee will have three (3)  
 6 MSEA designated representatives, with not more than two (2) from a single work location. The first  
 7 meeting will take place within 60 days of the signing of this secondary agreement.

**Forest Resources Division**

Garment	Position of Bargaining Unit Member and Number Furnished
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Date: \_\_\_\_\_ Time: \_\_\_\_\_ MSEA: \_\_\_\_\_ DNR: \_\_\_\_\_

	Forest Fire Officer	State Forest Officer *
DNR Green Long Sleeve Oxford		
DNR Green Short Sleeve Oxford		
DNR Green Long Sleeve Golf Shirt		
DNR Green Short Sleeve Golf Shirt		
DNR Black Winter Stocking Cap		
DNR Black Winter Headband		
Name bar	One	One, Metal
DNR Ballcap: Forest Officer Black		Two
DNR Ballcap: tan w/ green bill	Two	
Class "A" Long Sleeve Shirt	Combination of two	Combo of one additional
Class "A" Short Sleeve Shirt	Combination of two	Combo of one additional
Tie & Tie Tack	One	
Class "A" Pants: Green	Three	
Class "A" Black Leather Belt	ONE	
All Season Jacket with Badge Holder		ONE
* State Forest Officer Complement Is In Addition To The Forest Fire Officer Complement, As All SFO are FFO.		

### Law Enforcement

Garment	Position of Bargaining Unit Member	Number Furnished
Coat: Winter	Conservation Officers	One

Jacket		One
Hats: Dress		One
Hats: Field		Two
Ties		Two
Tie Tack		One
Belt		One
Class "A" Dress Shirt Long Sleeve		Two
Class "A" Dress Shirt Short Sleeve		Two
Shoes		One Pr.
Boots		Two Pr.
Class "A" Pant		Three
Name bar: metal		Three
Shorts		Two
Class "C" Uniform		Three Sets

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**ARTICLE 35, SECTION B**

**TOOLS AND EQUIPMENT**

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

1

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**ARTICLE 35, SECTION F**

3

**LOUNGE AND/OR EATING AREAS**

4

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

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6

The parties agree that concerns over lounges and/or eating areas shall be proper subject for Labor

7

Management meetings at either a local or Department level

## TERMINATION OF SECONDARY AGREEMENT

This agreement shall be effective upon approval by the Civil Service Commission and continue through December 31, ~~2021~~ 2024. It is the understanding of the parties this Secondary Agreement shall remain in force throughout the term of the Primary Agreement. It is understood if the Primary Agreement is extended this agreement continues for the same period. It is further agreed provisions of this Secondary Agreement may not supersede or conflict with any provision of the Primary Agreement, and to the extent conflict exist those sections shall be declared null and void.

### For MSEA:

\_\_\_\_\_  
Keith Lounsbery, MSEA DNR Spokesperson

\_\_\_\_\_  
Date

### For the Department of Natural Resources:

\_\_\_\_\_  
Sara Rankin, QOL Labor Relations Representative

\_\_\_\_\_  
Date

### MSEA Team

Keith Lounsbery

Christopher Cox

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### Department Team

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