

SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

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

And

MICHIGAN DEPARTMENT OF STATE POLICE



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

Table of Contents

ARTICLE 4 Section C. Bulletin Boards.....	1
ARTICLE 4 Section G. Telephone Directory	1
ARTICLE 4 Section H. Office Space.....	1
ARTICLE 4 Section I. Access to Premises by MSEA Staff	1
ARTICLE 7 Section B. MSEA Officers	2
ARTICLE 14 Section F. Wash-Up Time.....	2
ARTICLE 15 Section E. Compensatory Time	2
ARTICLE 18 Section A. 5 MSEA Representatives and Jurisdictions	2
ARTICLE 19 Section B. Representation	2
ARTICLE 21 Grooming and Attire	3
ARTICLE 22 Section F. Protective Clothing.....	3
ARTICLE 29 Training	3
ARTICLE 35 Section A. Clothing.....	4
ARTICLE 35 Section F. Lounge and/or Eating Areas.....	5
ARTICLE 53 Drug and Alcohol Testing	5
LETTER OF UNDERSTANDING Article 9-Disciplinary Action Section A. Investigation and Representation .	5
LETTER OF UNDERSTANDING	6
TERMINATION OF SECONDARY AGREEMENT	7

1 **ARTICLE 4**

2 **SECTION C. BULLETIN BOARDS**

3 In work sites where MSEA employees are assigned, where bulletin board space is currently provided for
4 the use of the Association, the Employer shall continue to provide such space subject to continued
5 availability and operational requirements. The specific location of additional bulletin boards requested
6 and provided by MSEA is an appropriate subject for labor/management meetings.

7 The department agrees to furnish space for MSEA bulletin boards at mutually agreed upon locations.
8 The locations of bulletin boards shall be accessible and conspicuous in buildings where MSEA members
9 are assigned.

10 **ARTICLE 4**

11 **SECTION G. TELEPHONE DIRECTORY**

12 The Employer agrees to publish free of charge the names of the MSEA spokesperson and alternate
13 spokesperson and the MSEA office telephone numbers in the next and subsequent departmental
14 telephone directories.

15 MSEA will be responsible for notifying the departmental (Human Resources Division) of any changes to
16 the above information.

17 **ARTICLE 4**

18 **SECTION H. OFFICE SPACE**

19 The parties agreed not to negotiate this issue because the Department of State Police is not considered
20 an Institutional Employer.

21 **ARTICLE 4**

22 **SECTION I. ACCESS TO PREMISES BY MSEA STAFF**

23 For meetings called or agreed to by the Employer, the MSEA representative will notify the Employer
24 representative upon his/her arrival at the work location. For meetings not called or agreed to by the
25 Employer, the MSEA representative will provide notice to the work site supervisor prior to arriving at the
26 work site. The representative will identify the party or parties with whom he/she wishes to meet, the nature
27 of the business to be conducted, and the approximate length of time the meeting will last.

1 **ARTICLE 7**

2 **SECTION B. MSEA OFFICERS**

3 Any departmental employee duly elected or appointed a member of the MSEA Board of Directors or
4 Executive Council will furnish his or her immediate supervisor with written notification of his/her intent to
5 attend an MSEA Board meeting. Such notice shall occur no later than two (2) work days in advance of
6 the date that work schedules must be established.

7 **ARTICLE 14**

8 **SECTION F. WASH-UP TIME**

9 Reasonable wash-up time will be granted to employees covered under this agreement as necessary.

10 **ARTICLE 15**

11 **SECTION E. COMPENSATORY TIME**

12 Employees may, by mutual agreement of the employee and the Employer, elect to receive compensatory
13 time off at time and one-half for overtime hours worked within the pay period in lieu of cash payment for
14 such hours worked. At no time will compensatory time be allowed for restricted fund overtime or state
15 auction overtime.

16 The maximum amount of compensatory time an employee may accumulate is one hundred sixty (160)
17 hours. Any unused compensatory time credits remaining at the end of the fiscal year may be paid by the
18 Employer, however, the employee may request and shall receive approval to carry sixty (60) hours over
19 to the new fiscal year.

20 **ARTICLE 18**

21 **SECTIONS A. 5 MSEA REPRESENTATIVES AND JURISDICTIONS**

22 Departmental Spokespersons within the Department shall have statewide jurisdiction.

23 **ARTICLE 19**

24 **SECTION B. REPRESENTATION**

25 For the purpose of departmental level labor/management committee meetings, MSEA shall designate
26 the number of MSP employee representatives to attend. An MSEA staff representative may attend.
27 Nothing shall prohibit the parties from agreeing on a case-by-case basis to include additional
28 representatives or witnesses.

1 **ARTICLE 21**

2 **GROOMING AND ATTIRE**

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

5 The Employer will not be arbitrary or capricious when requiring any employee to conform to any
6 standards.

7 Conflicts with current practices may be discussed in a labor management committee meeting.

8 **ARTICLE 22**

9 **SECTION F. PROTECTIVE CLOTHING**

10 In keeping with current practices, the Department will continue to provide protective items required for
11 bargaining unit members to perform their job duties.

12 Whenever protective items are prescribed as a result of federal or state statutes for particular types of
13 jobs, no employee will be expected to perform such duties until the required safety and/or protective
14 items are provided.

15 Any concern regarding the footwear is a proper subject for labor/management meetings.

16 The issue of protective clothing shall be discussed through labor/management meetings.

17 There shall be a uniform equipment committee of up to three members appointed by the MSEA and up
18 to three members appointed by the Employer. The committee shall meet at least annually, and at such
19 other times as uniform changes are contemplated and before such changes are made. It shall be the
20 responsibility of the committee to make recommendations to the Director on changes in uniform
21 equipment. Such recommendations shall be advisory to the Director and may be rejected for just cause
22 shown. The Director's decisions on uniform equipment matters are final and not subject to the grievance
23 procedure. However, the Director's decisions may be the subject of a labor management meeting.

24 **ARTICLE 29**

25 **TRAINING**

26 The parties agree that in lieu of not having a Training Committee, training issues shall be an appropriate
27 subject for departmental labor/management meetings.

28 Newly hired Motor Carrier Officers, State Properties Security Officers, and Hazardous Materials Storage
29 Inspectors shall be provided training sufficient to prepare them to perform the duties statutorily assigned
30 to them.

1 If the period of initial training for recruits requires lodging in, and restriction to, the State Police Training
2 Academy, such training will be planned to comply with the requirements of the Fair Labor Standards Act.
3 If found to be in conflict, resolution will occur consistent with Letter of Understanding #17 of the primary
4 Agreement.

5 The Department of State Police shall continue to enhance State Properties Security Officers'
6 professionalism by providing in-service training. A committee, consisting of an equal number of
7 representatives from MSEA and the Employer shall review such training. This committee shall be
8 dissolved one year after the approval of the secondary agreement but may continue upon mutual
9 agreement.

10 In the event the Employer decides to hire retired police officers or State Properties Security Officers, the
11 Employer shall seek and consider input from current members regarding proposed training and will be
12 discussed in a labor/management committee meeting.

13 **ARTICLE 35**

14 **SECTION A. CLOTHING**

15 By current practice, the Department does not require uniforms to be worn by employees in the labor and
16 trades unit. Uniforms are made available at no cost to employees who wish to use them. Uniforms,
17 identifying insignia, and/or protective apparel, which are required by the Employer as a condition of
18 employment will be furnished or reimbursed by the Employer. Reimbursement limits will, upon request,
19 be discussed in labor-management meetings in accordance with Article 19. The Employer will continue
20 to provide uniforms to all employees currently receiving uniforms as of the effective date of this agreement
21 and throughout the life of this contract.

22 The Supervisor shall have the discretion to replace an employee's footwear at any time when it is
23 determined that the footwear has become damaged or worn as a result of performing their normal job
24 duties.

25 The Employer will continue to be responsible for the cleaning of State Properties Security Officer
26 uniforms.

27 State Properties Security Officers shall be provided five (5) minutes after the start of a shift and five (5)
28 minutes prior to the end of a shift to change into and out of uniforms as long as they are not allowed to
29 wear their uniforms to and from work.

30 All State Properties Security Officers shall be issued dress blouses. Such blouses shall be worn in
31 accordance with current departmental, post and district policies.

1 **ARTICLE 35**

2 **SECTION F. LOUNGE AND/OR EATING AREAS**

3 When space becomes available at work sites without lounge/eating areas, such space will be considered
4 for a lounge/eating area at a labor/management committee meeting.

5 **ARTICLE 53**

6 **DRUG AND ALCOHOL TESTING**

7 The parties agree not to negotiate this article.

8 **LETTER OF UNDERSTANDING**

9 **ARTICLE 9-DISCIPLINARY ACTION**

10 **SECTION A. INVESTIGATION AND REPRESENTATION**

11 The Michigan State Employees association (MSEA) and the Michigan State Police (MSP) understand
12 and agree to the following.

13 1. It is understood and agreed by the parties that the employer possesses the sole power, duty, and
14 right to operate and manage its departments, agencies and programs and carry out constitutional,
15 statutory and administrative policy mandates and goals. The powers, authority and discretion
16 necessary for the employer to exercise it's right and carry out it's responsibilities shall be limited only
17 by the express terms of this agreement.

18 2. The practice of creating electronic records will be:

19 A) MSP will continue to electronically record the interviews, using its own devices and resources.

20 B) MSEA, its representatives or the employee who is the subject of the investigation will be permitted
21 to use an electronic recording device to record during the interview, subject to the following
22 restrictions:

23 (I) The recording device and tape, disc, CD or other recording medium must be provided by the
24 MSEA, its representatives, or the employee.

25 (II) All parties to the interview shall be advised that MSEA, its representatives, or the employee
26 intend to tape the interview before the commencement of the interview.

27 (III) MSEA, its representatives, or the employee shall be responsible for any costs associated with
28 the record made by them.

1 (IV) If the investigator deems it necessary, the electronic record made of the interview by MSEA,
2 its representatives, or the employee shall be placed in a sealed envelope and initialed by all
3 parties to the interview. The investigator shall state the reason for the envelope to be retained
4 by the MSP. Further, if the employee or the MSEA representative is dissatisfied with the
5 investigator's reason they shall comply and no further discussion shall take place at the
6 interview. The envelope shall be marked by the employee or the MSEA representative with
7 the name and address of the person it is to be returned to.

8 (V) The tape, disc, CD or other recording medium shall be returned to the MSEA representative
9 or the employee, upon completion of the investigation.

- 10 3. Upon written/electronic request of the employee or their MSEA representative, a copy of the
11 completed internal affairs investigation shall be provided prior to the disciplinary conference.
- 12 4. The investigating officer assigned to an Internal Affairs Investigation of an employee shall not be
13 present in the disciplinary conference.

14 **LETTER OF UNDERSTANDING**

15 Due to the humanistic and economic advantages of bringing personnel back to work as soon as possible,
16 the Employer will strive, in the exercise of its discretion, to identify and assign legitimate and appropriate
17 light duty work to employees who have a duty or non-duty temporarily disabling condition. Where
18 possible, such assignment will be at, or in close proximity to, the employee's current work location.

19 In addition, the Employer and the employee recognize the stress placed upon survivors and dependents
20 of disabled or deceased employees at the onset of the disability or the immediate period following death.
21 The Employer agrees to promptly gather and prepare necessary forms for processing of all benefits due
22 the employees or survivors and explain them to an appropriate representative of the employee at a time
23 mutually agreeable. The Employer shall process them on behalf of the employee and family upon receipt
24 of necessary supportive information required.

TERMINATION OF SECONDARY AGREEMENT

This agreement shall be effective upon approval by the Civil Service Commission and continue through December 31, 2021. 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:

Mahir Hadzic, MSEA MSP Spokesperson

Date

For the Department of Natural Resources:

Joel Gerring, MSP Labor Relations Manager

Date

