



2024 Collective Bargaining Review

Introduction – Edit, struck the “Change to Win”

INTRODUCTION

This working Agreement is an expression of the mutual confidence and understanding existing between the Michigan Corrections Organization, Service Employees International Union, Local 526M, ~~Change to Win (CTW)~~, and the State of Michigan. It is a framework which defines the rules, rights, and obligations affecting the relationship of the parties in their daily association, one with the other. It recognizes the importance of the principle of honesty, purpose, and the dignity of the individual.

Article 1 – Edit, struck “CTW”

ARTICLE 1

PREAMBLE AND PURPOSE

This Agreement is made and entered into by and between the State of Michigan and its principal Departments and Agencies (hereinafter referred to as the "Employer"), through the Office of the State Employer, and the Michigan Corrections Organization, Service Employees International Union, Local 526M, ~~CTW~~, as exclusive representative of employees employed by the State of Michigan (as set forth specifically in the recognition clause) hereinafter referred to as the "Union".

Article 2 – Current language

Article 3 – Current language

Article 4 – Current language

Article 5 – Edit, struck “CTW”

Section D. Remittance and Accounting.

Deductions for any biweekly pay period shall be remitted to the designated Union official of MCO, SEIU Local 526-M, ~~CTW~~, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made, and the amount deducted, no later than ten calendar days after the close of the pay period of deduction.

Article 6 – Current language

Article 7 – Edit, struck “CTW”

Section A. Time Off for Union Business.

To the extent that absence from work does not substantially interfere with the Employer's operations, properly designated Union representatives, regardless of shift assignment, shall be allowed time off without pay for legitimate Union business such as Union meetings, Union Executive Board or Executive Council Meetings, state or area-wide Union committee meetings, state or international SEIU ~~or CTW~~ meetings or conventions; the period of release without pay shall include the time for actual attendance, as well as necessary travel time to and from the function.

Article 8 –

Added language that clarifies that any elected or appointed official may represent members.

Section A. Union Representatives and Jurisdictions.

Employees covered by this Agreement are entitled to be represented in the Grievance Procedure and for other purposes as provided in this Agreement, by ~~A any elected or appointed Union Official Steward, Chief Steward, or Chapter President~~. At the discretion and expense of the



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Union, an MCO Central Office Representative or Executive Board member may provide representation during grievance or disciplinary processes.

Struck language concerning “Camp stewards”

~~Camps: One Steward per Camp. Additional Stewards, not to exceed one per shift, may be authorized in secondary negotiations.~~

Article 9

Added language that clarifies who Step 1 and Step 2 grievance answers are sent to within the MCO structure.

Step 1: If satisfactory resolution is not reached with the employee’s supervisor, the grievance must be filed in writing to the Step 1 official designated by the Department. Such appeal shall be considered timely if filed within the 21-calendar day time limit for initiation of a grievance. The parties, upon request of either the Union or the designated official, will meet to discuss and resolve the grievance if possible. The grievant shall be entitled to attend if such attendance is requested by the Union or management official. A written answer will be returned to the grievant, ~~and designated MCO Representative~~ **MCO Chapter President, and Chapter Chief Steward** within 21 calendar days from receipt of the written appeal to Step 1. The Union will provide written confirmation to the Department of the appeal or withdrawal of each grievance between Step 1 and arbitration.

Added language that allows MCO to file a grievance to Arbitration within 60 days of the pre-arbitration meeting.

Section D. Arbitration. 9

If satisfactory settlement is not reached at the final Departmental Step, only the MCO Executive Board or its agent may appeal the grievance to Arbitration within 90 calendar days from the date of transmittal of the pre-arb answer. The Union may raise the issue of the transmittal date upon receipt of the answer if there is a question regarding the mailing date. A copy of the arbitration demand shall be served upon the departmental employer and the Office of the State Employer.

~~At the pre-arbitration step, if the Department fails to provide a written answer within 60 days, the Union may elect to file the grievance to Arbitration without receiving the answer.~~

Article 10

Added language to clarify that a union rep can be called for a witness interview if the interview is being “electronically” recorded.

The investigatory interview is **electronically** recorded, videotaped, or a verbatim transcribed record of the interview is created by the Employer; or

Added language that allows members to see video of an incident, prior to answering questions about it.

Article 11 – Struck language dealing with “SAI Program at Cassidy Lake.”

~~The SAI program at Cassidy Lake shall be considered an agency for purposes of Labor-Management Committee meetings.~~

Article 12 – Current language

Article 13 – Current language

Article 14 – Current language



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Article 15 – Current language

Article 16 – Current language

Article 17

8-hour shift facilities maximum accumulation of compensatory time will increase to 150 hours with an annual 200-hour accrual cap.

Section C. Overtime Compensation.

1. Compensatory Time - The amount of compensatory time credit earned shall equal one and one-half (1½) times the amount of actual overtime hours worked, pursuant to the eligibility standards of Section B. of this Article.

An employee may, with prior notice to the Appointing Authority, and except as provided for in Article 34 choose either to receive payment or compensatory time, for all overtime hours actually worked, subject to a maximum accumulation of ~~100~~ 150 hours of compensatory time. Overtime credit earned on a particular day may not be split between pay and compensatory time, except once each year to allow the employee to reach the annual ~~150~~ 200 hour accrual cap.

Subject to the ~~100~~ 150-hour cap each fiscal year, an employee may 2accrue the first ~~150~~ 200 hours of compensatory time at his/her sole discretion. Thereafter, during the remainder of the fiscal year any such accrual beyond the initial ~~150~~ 200 hours shall only be by mutual agreement between the employee and the Employer. Compensatory time hours accumulated and not used in a fiscal year shall be carried forward into the following fiscal year.

12-hour shift facilities maximum accumulation of compensatory time will increase to 200 hours with an annual 250-hour accrual cap.

~~At facilities operating on 12-hour shifts, such compensatory time rates will be set at 200 hour fiscal cap and 250 hour maximum limit.~~

Article 18 – Current language

Article 19

Change in language that disallows employees on military training orders to fill a annual leave slot.

Whenever an employee is required to attend active or inactive duty training, upon employee request, the employee shall be released on annual leave and/or compensatory time even if the number of annual leave slots under the formula are filled. Previously approved annual leave requests shall not be canceled to accommodate the military leave. ~~However, if an annual leave slot under the formula is available, the employee(s) shall be placed in the available openings.~~ In the event the employee does not have sufficient accruals to cover such absence, approved lost time shall be granted. Written notification must be given to the employee's supervisor as soon as the employee is aware of his/her training schedule.

Article 20

Language added that employer or its designee may remove discipline early if the employer chooses.

The ~~Employer-designated employer representative~~ may remove such documents prior to the expiration of the respective period, at the employee's request, and at the sole discretion of the Employer.

Article 21 – Current language

Article 22 – Current language



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Article 23 – Current language

Article 24

Language added to prevent discrimination by the employer towards pregnant members.

The Employer will continue its policy against all forms of illegal discrimination including discrimination with regard to sex, age, disability, race, color, national origin, ancestry, religion, or partisan considerations. In addition, the Employer agrees not to discriminate on the basis of sexual orientation, or a request or a use of a reasonable accommodation to the known limitations or medical conditions related to pregnancy, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.

The Union will continue its policy to admit all persons otherwise eligible to membership and to represent all members without regard to race, color, religion, national origin, sex, sexual orientation, or a request or a use of a reasonable accommodation to the known limitations or medical conditions related to pregnancy, ancestry, disability, age, political belief or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.

Article 25 – Current language

Article 26 – Current language

Article 27

6% base pay increase for all classifications, with an additional \$1.30 per hour added to the top pay step for E9.

October of 2025-

A new top pay rate has been negotiated for the C/O E-9 classification for the purpose of retention. It adds \$1.30 (4%) to the top pay rate. This \$1.30 is in addition to the 3% base wage increase given on October 1, 2025.

All corrections officers that have a minimum of one year at top pay as of October of 2025 will receive the additional 4%.

All corrections officers that do not have a minimum of one year at top pay as of October of 2025 will receive the additional 4% when they attain one year at top pay. SEE LOU

October of 2026-

3% base pay increase for all MCO classifications.

October of 2027-

Negotiations for this pay increase will reopen in the fall of 2026.

Longevity Payments

Effective October 2025 all steps of Longevity payments will be doubled.

(\$260 to \$520, \$300 to \$600, \$370 to \$740, \$480 to \$960, \$610 to \$1,220, \$790 to \$1,580, \$1,040 to \$2,080).



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Article 28

Added birthday leave grants of 10 and 12 hours for those on the respective shifts.

Section G. Birthday Leave.

In each year of this Agreement, each employee who has one or more years of seniority and is in satisfactory standing, shall be credited with a birthday annual leave grant of eight hours, ten hours for employees regularly assigned a ten hour shift, and 12 hours for employees regularly assigned a 12 hour shift which shall be available to the employee only during the pay period containing the employee's birthday. By notice to the supervisor not more than 30 days but not less than seven days prior to the beginning of the pay period in which the birthday falls, the employee shall be entitled to use such leave to provide a paid absence on his/her birthday or, by mutual agreement between the employee and the supervisor, on another day in such pay period. The eight, ten or twelve hours grant of birthday leave shall not be credited to an employee more than once in a fiscal year. The ~~eight hour~~ grant of birthday leave shall not be counted as part of the total authorized annual leave credits, nor shall such birthday leave be paid off upon separation.

Article 29 – Current language

Article 30 – Current language

Article 31 – Current language

Article 32

... entitled to meal allowance reimbursement

Article 33 – Current language

Article 34 – Current language

Article 35 – Current language

Article 37

Added language that allows for ARU members who pass the ARU Annual PT test to utilize such test in qualifying for the Attendance Bonus.

Section D. Physical Incentive Payment.

An employee who is eligible in accordance with Section B. above, and who has first qualified for an attendance incentive payment as provided in Section C. and who is certified by the Department in accordance with Section A. above as having successfully met or exceeded, after completion of the probationary period, the performance test standards during the fiscal year, shall be entitled to a lump sum physical fitness incentive payment of \$150.00, except that the amount of the physical incentive payment earned by the eligible employee who has qualified for the maximum attendance incentive payment as provided in Section C. above by using no sick leave in the fiscal year shall be \$300.00. ARU employees who complete and pass the annual mandatory ARY Physical Fitness Test will qualify for the Physical Incentive Payment if qualified in sections B. and C. above.



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Article 38 – Current language

Article 39 – 3 year CBA

Appendix A - Edit, struck ~~Michigan Reformatory~~

LOA #2 – Current language

LOI #1 – Current language

LOI #2 – Current language

LOI #3 – Current language

LOU #1 – Current Language

LOU #3 – Current language

LOU #4 – Current language

LOU #5 – Current language

LOU #7 – Current language

LOU #8 – Current language

LOU #10 – Current language

LOU #12 – Current language

Lou #14 – Current Language

LOU #16 – Current language

LOU #17 – Current language

LOU #18 –

Added language to reopen negotiations if the Civil Service amends rules concerning prohibited subjects of bargaining.

[In the event that the Civil Service Commission rule on Prohibited Subjects of Bargaining is amended, the parties agree to reopen negotiations on the impact of the rule change if requested by the union, and subject to the restrictions as the Civil Service Commission may establish.](#)

[This Letter of Understanding is in effect for the duration of the Agreement.](#)

LOU #20 – Current language

LOU #21 – Struck the language as it is no longer applicable

LOU #22 – Current language



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LOU #23 – Current language

LOU (Holiday Pilot) Current language

LOU (Organ Donation) Current language

LOU (Creation of 54-month step, and those completing 2,080 hours at the 42-month step receive a \$1.30 pay increase)

The State of Michigan continues to have difficulty recruiting and retaining Corrections Officers. To address these challenges the parties agree to implement an additional pay step for security unit employees in the Michigan Civil Service pay schedule C12-001 at the E9 level.

Effective the first full pay period in October 2025, an additional step will be added to the Civil Service pay schedule (C12-001) E9 level, at 54 months. The new pay rate will be set at \$1.30 per hour higher than current rate at the end of the 42 month step.

Any E9 level employee in the security unit within pay schedule C12-001 who has been at the current end of 42 month pay step for 2080 hours will be moved to the new end of 54 month, maximum pay step. Thereafter, any E9 employee at the current maximum step of end of 42 month in pay schedule C12-001, that have less than 2080 hours (one year of service) at that step, will be moved to the new maximum rate upon completion of 2080 hours at the end of 42 month step.