

SECONDARY AGREEMENT

between the

Bureau of State Lottery

MICHIGAN



LOTTERY

and the

**United Automobile, Aerospace,
and Agricultural Implement
Workers of America**



for the

Administrative Support Unit

and the

Human Services Unit

Through December 31, 2024

UAW-Bureau of State Lottery Secondary Agreement

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**ARTICLE 4 – SECTION C
Bulletin Boards**

Bulletin boards shall be located in a conspicuous and accessible location in or adjacent to a recognized break area or a mutually agreed upon location. The number of boards will be at least one per building unless additional boards are mutually agreed upon by both parties. In the Cadillac Place Building a bulletin board may be installed within the confines of the Bureau of State Lottery Office.

The need for additional bulletin boards shall be a proper subject for Local-level Labor/Management meetings. It shall be the responsibility of the Bureau to obtain the approval of the building owner in order to install bulletin boards in non-state owned buildings. These boards will be used for Union postings only.

**ARTICLE 4 – SECTION I
Access to Premises by Union Staff**

Upon arrival at the work site, the Union Officer/Representative will check in, in the same manner as required of all visitors, notify the Appointing Authority or Regional Manager of his/her arrival, identify the party(ies) with whom he/she wishes to meet, and the general purpose of the meeting. The Union Officer/Representative will not be unreasonably hindered or delayed in the conducting of Union business.

The Employer shall attempt to provide reasonable and adequate meeting space. This space shall be as private as physical conditions permit.

**ARTICLE 4 – SECTION J
Union Presentation**

The Employer shall notify the Union and the designated UAW Union Representative of a new Departmental Employee, and a member of the UAW Bargaining Unit. This notification shall be no less than five (5) work days in advance of the employee's starting date. This notification shall include:

1. Employee's name;
2. Employee's classification;
3. Employee's identification number;
4. Hire date;
5. Work site address;
6. Employee's shift;
7. Employee's work telephone number and email address, if available;
8. Supervisor's name;
9. Supervisor's work telephone number and email address; and
10. Rate of pay.

The Employer shall make a good faith effort to comply with all of the above information. If unable to supply this information five (5) work days in advance of the employee's starting date, the Employer shall provide, as soon as possible but not later than, the employee's starting date of employment.

A designated UAW Union Representative shall be allowed an opportunity to make a presentation to individuals in UAW Bargaining Unit classifications not to exceed one (1) hour and actual travel time, if applicable to make a presentation to a new employee during formal orientation scheduled by the Employer. Any pay provided by the Employer for the presentation is governed by Civil Service Rules and Regulations. In case of a scheduling conflict, the Union's presentation shall take place within the first five (5) work days of employment or as mutually agreed upon.

The meeting shall take place at the employee's work or training site, on work time, and in a private area, or the designated UAW Union Representative may elect to contact the new employee by State telephone for up to one (1) hour on work time. Any pay provided by the Employer for the presentation is governed by Civil Service Rules and Regulations.

**ARTICLE 14 – SECTION F
Wash-up Time**

Where current practices provide personal wash-up time, such practices shall continue. Where not provided, reasonable wash-up time shall be granted to employees, when necessary.

**ARTICLE 15 – SECTION E
Use of Compensatory Time**

When the accumulation of compensatory time is mutually agreed to by the Bureau, the following procedure will apply:

Each time an eligible employee (Code 1 and Code 2 as defined in Appendix A and B of the Primary Agreement) is requested to work overtime, the employee has the option to be compensated in cash at one and one-half (1½) times the regular rate, or by mutual agreement, accruing compensatory time at one and one-half (1½) hours for each hour of overtime, pursuant to the applicable provisions of the Federal Fair Labor Standards Act, as amended;

The employee may carry over eighty (80) hours compensatory time credits in to the next fiscal year; and

Any unused compensatory time credits over eighty (80) remaining at the end of the fiscal year will be paid at the base rate. If mutually agreed between the employee, supervisor, and the Bureau's Human Resource Office, the employee may carry forward unused compensatory time in excess of eighty (80) past the end of the fiscal year.

**ARTICLE 18 – SECTION A.3
Job Steward Jurisdictional Areas**

For the purpose of representing employees at work sites with fewer than fifteen (15) members the Union will designate the closest Job or Chief Steward for representation. A Steward going to represent a person on a site with fewer than fifteen (15) people within their jurisdictional area will be allowed leave for travel to and from the site. Any pay provided by the Employer is governed by Civil Service Rules and Regulations.

The Union shall furnish to the Employer, in writing, the names of the designated Job Stewards with their jurisdictions and work sites to be apportioned as follows:

1. Lottery Central and Region 6
Region 2
Region 3 and Region 4; and
2. Region 1 and Region 5
Region 7
Region 8.

**ARTICLE 19 – SECTION B
Bureau/Local-level Labor/Management Committee
Meetings Representation**

For the purposes of conducting Departmental Labor/Management Committee meetings, the number of Union Representatives from the Bargaining Units to attend such meetings shall be not more than three (3).

At the request of either party, by mutual agreement, additional Representatives may attend Labor/Management Committee meetings. Any pay provided by the Employer for these meetings is governed by Civil Service Rules and Regulations.

The Union will notify the Bureau at least seven (7) calendar days in advance of the scheduled meeting date with the name(s) of the individuals who will attend such meetings and a proposed agenda.

Union Staff Representatives shall be allowed to attend such meetings.

**ARTICLE 19 – SECTION C
Local-level Labor/Management Committee
Meetings Scheduling**

Scheduling of meetings at the Local-level shall be as needed upon the request of either party when the issues are not proper subjects for Bureau-level Labor/Management Committee meetings.

The Union will notify the Bureau at least seven (7) calendar days in advance of the scheduled meeting date with an agenda and the names of those employees scheduled to attend the meeting.

If the Bureau desires to schedule a meeting, it will notify the Union at least seven (7) calendar days in advance of the scheduled meeting date with an agenda.

Either party upon notification may add an item(s) to any proposed agenda.

**ARTICLE 22 – SECTION C
Buildings Renovation and Reconstruction Employee Notification**

When major reconstruction, renovation or redesign of a work site is planned by the Department, building owner, or DTMB, employees shall be provided within thirty (30) calendar days prior written notification. Written notice will also be provided to the work site Union Health and Safety Representative, the Chief Steward, and in their absence the Union's Local Health and Safety Representative.

The notice should identify:

1. The planned location of renovation, reconstruction or redesign to be performed; and
2. A brief description of the work to be performed.

**ARTICLE 22 – SECTION H
Protective Clothing**

The Bureau will provide protective clothing and equipment in accordance with applicable standards enforced by the Michigan Department of Licensing and Regulatory Affairs (LARA) in accordance with Act #154 of the Public Acts of 1974, as amended (MIOSHA).

Additionally, upon employee request, the Bureau will provide protective smocks/aprons for those individuals who are exposed to excessive dirt, grease, carbon, etc., while performing assigned duties. In the event of a dispute for protective measures, the issue will be referred to the Health and Safety Committee.

**ARTICLE 22 – SECTION K.2.b
Bureau Representatives and Committees**

The Bureau and the Union agree to establish a Departmental Health and Safety Committee consistent with provisions of the Primary Contract.

The Committee may meet bi-monthly or more often by mutual agreement. A Health and Safety Committee which would consist of other than Management/Union members is not precluded.

The Bureau of State Lottery Union Representative will continue to participate in the Cadillac Place Health and Safety Committee.

The Union Representative shall be permitted leave time for travel and attendance at these meetings. Any pay provided by the Employer for these meetings is governed by Civil Service Rules and Regulations.

**ARTICLE 22 – SECTION K.5
Local-level Health and Safety Committees**

Health and safety issues for the Regional Offices will be addressed in the Bureau-level Health and Safety Committee meetings authorized under Article 22, Section K.2.b.

**ARTICLE 24 – 4.
Supplemental Employment
Procedure for Prior Approval**

The Bureau's policy regarding supplemental employment shall continue. Any conflict over this issue shall be the proper subject for Bureau-level Labor/Management meetings.

**ARTICLE 29
Training**

Civil Service training announcements will be made available to all employees.

Whenever new technology is applied or whenever existing procedures for performing job functions of Bargaining Unit employees are considered by Management or the employee to have been altered, or current training is non-existent or insufficient, the Employer will endeavor to provide sufficient training within budgetary constraints, to enable employees to effectively deal with circumstances normally met on the job.

The employee shall not be held responsible for procedures, processes, maintenance or operation of machinery and equipment without first being provided with such training. The employee shall request, in writing, of the Employer for reasonable training necessary to perform their job responsibilities, if such training is not initiated by the Employer. If an employee requests training and the Employer refuses, the Employer will present in writing an explanation for denying training. All requests for training shall be given equal and fair consideration.

For all required training pertaining to performing job functions the Employer will be responsible for all tuition, fees, books, and any expenses allowed by the Standardized Travel Regulations. All required training shall be treated as work time.

To effectively deal with training issues and concerns, there is hereby established a Training Committee in the Bureau. This Committee shall be comprised of two (2) members of Management and two (2) Union Bargaining Unit members.

The scope of training needs and information will be a proper subject of discussion at the Training Committee meetings.

The Union Representative(s) on this Committee will be on leave while at meetings of the Committee. Any pay provided by the Employer is governed by Civil Service Rules and Regulations.

**ARTICLE 34 –3.
Minimum Call-In**

The Employer shall provide a minimum call-in guarantee of three (3) hours for permanent-intermittent employees.

**ARTICLE 35 – SECTION A
Clothing**

Uniforms and/or identifying insignia which are required by the Employer as a condition of employment will be furnished by the Employer.

In accordance with the Primary Agreement, where cleaning of uniforms issued by the Employer is needed after reasonable use by the employee, the Bureau will be responsible for the cost of dry cleaning.

**ARTICLE 35 – SECTION B
Tools and Equipment**

Employees shall not be required to furnish any equipment needed to perform their job duties.

In accordance with current practice, the Bureau shall provide and maintain in good working order all tools and equipment which are required for an employee to perform assigned tasks in a safe and competent manner.

An employee shall not be required to engage in a job for which proper tools and equipment are not provided.

The Employer shall not be responsible in any way for personal tools and equipment brought into the work area by an employee. The employee will be solely liable for such tools and equipment in the event of loss, theft, damage, etc., including repairs and maintenance.

**ARTICLE 35 – SECTION F
Lounge and/or Eating Areas**

Where operational needs permit and space is available, the Employer agrees to provide an adequate employee lounge and/or eating area in non-public locations.

When the Bureau is considering buying, leasing, major remodeling, expansion, or building new office space, availability of a lounge and/or eating area shall be a factor. Whenever such a move or physical reorganization is under consideration, a Bureau-level Labor/Management meeting will be held and input and proposals from the Union Representatives will be fully considered before the change is made.

Should the Executive Order banning smoking in State owned/leased facilities be rescinded/overturned the Employer will attempt to provide employee smoking areas.

ARTICLE 35 – SECTION G
Administrative Leave for Continuing Education Units

Employees who are required by Civil Service to maintain a license and/or registration for continued employment in the classified service and/or required by the licensure body to satisfy continuing education unit requirements in order to maintain licensure shall be granted administrative leave for attendance and necessary travel time. Requests for approval of such leave shall be submitted to the employee's supervisor at least ten (10) working days in advance. The supervisor shall then provide the employee with his/her decision within three (3) working days of the receipt of the employee's request.

ARTICLE 49 – 2.
Procedure for Providing Program Information

The Employer will provide the Union with information which permits the Union to monitor the implementation of such programs. The procedure for providing such information shall be in accordance with Article 49 of the Primary Agreement. The Employer will provide notice to the UAW Local 6000 President at least thirty (30) calendar days prior to implementation:

Notification shall include the following information:

1. The program to be utilized;
2. Copy of any executed contract;
3. The nature of the work to be performed or the service(s) to be provided;
4. The expected duration, work schedule and location of each program; and
5. The number of person(s) expected to participate in the program.

The UAW Local 6000 President or designee shall receive a copy of the regularly generated reports prepared by the Bureau as required by the Agency sponsoring the program. Upon request by the designated Union Representative, the Appointing Authority will meet to discuss the provision of other documents utilized to implement and maintain these programs.

**ARTICLE 53
TERMINATION OF SECONDARY AGREEMENT**

This Secondary Agreement entered into this 24th of March 2022 between the Bureau of State Lottery and the UAW Local 6000, shall be effective upon approval by the Civil Service Commission.

FOR THE UNION:

Ray Holman, Spokesperson
Primary Bargaining Chairperson

FOR THE DEPARTMENT:

Kyla Williams
Human Resources Director
Michigan State Lottery

Diane Brown
Human Resources Liaison