

ARTICLE 11

SENIORITY AND PROBATIONARY EMPLOYEES

PART A. SENIORITY

Section 1. Definitions.

Seniority shall, for the purposes stated in this Agreement, be defined three ways:

- a. **Time in Service.** Except as provided below, time in service shall be calculated from the employee's first date of recruit school (successfully completed), but becomes applicable after completion of the probationary period. Employees in the 89½ Recruit School shall have their time in service seniority computed from May 3, 1976.

Employees in the 97th Recruit School shall have their time in service seniority computed from January 17, 1982. Employees in the 111th Recruit School shall have their time in service seniority computed from January 15, 1995.

- b. **Time in Classification.** Shall be calculated from the effective date of the assignment in the employee's current classification. Any time served in a former classification that, through the Civil Service law enforcement benchmark, becomes one of the classifications listed in Article 1, Section 2 of this Agreement, shall also be included in time-in-classification seniority. In addition, time-in-classification seniority shall include all time served in the classification in the event the employee had more than one assignment in his/her current classification, except that time served in another classification shall not be counted.
- c. **Time in Rank.** Shall be calculated from the effective date of promotion to the sergeant rank and shall include all time served in the State Police Sergeant 12, State Police Det. 12 (Sgt.), State Police Spl. 12 (Sgt.), and State Police Aircraft Pilot 12 classifications, as well as all time served at the rank of Sergeant.
- d. Time spent in the armed forces on military leaves of absence, other authorized leaves, while on layoff status not to exceed two (2) years, and time lost because of disability retirement shall be included in time in service.

Section 2. Loss of Seniority.

Seniority (i.e., time in service, time in rank and time in classification) shall terminate when the employee:

- a. Quits or resigns, and is separated from the enlisted ranks for more than two (2) years. If reinstated within two (2) years, the employee's seniority date shall be adjusted to deduct time separated from the enlisted ranks of the Department. Employees reinstated prior to the effective date of this Agreement shall have their seniority adjusted in accordance with the contract language that was in effect at the time of their reinstatement.
- b. Retires (except as provided in Section 1d).
- c. Is absent without leave for a period of four (4) or more consecutive scheduled working days.
- d. Is discharged.
- e. Fails to timely return without permission from:
 - (1) Leave of absence.
 - (2) Recall after layoff, and after receipt of timely and proper notice pursuant to the Layoff Provisions of this Agreement.
 - (3) Sick Leave.
 - (4) Annual Leave.
- f. Is on layoff for a period of time equivalent to the employee's accumulated time in service seniority or twenty-four (24) months, whichever occurs first.
- g. An employee who responds to notice of recall from layoff, but does not immediately accept the recall position (as provided in Article 12, Section 11), and is subsequently reinstated in the Department, shall have his/her seniority date adjusted to deduct time from the initial offer of recall to reinstatement.

Section 3. Applicability to Benefits.

Seniority as defined herein shall not be applicable to the determination of eligibility for economic benefits which are based upon service time except as otherwise stated in this Agreement.

Section 4. Application of Seniority.

When seniority is to be applied in various provisions in this Agreement, seniority shall be determined either by the employee's time in classification, time in rank, or by the employee's time in service, whichever is indicated as applicable.

Section 5. Supervisor Reduction.

An employee demoted or bumping to a position in the bargaining unit shall be credited with all accumulated departmental seniority. Credited service at the lieutenant rank or higher rank shall be included in all calculations of seniority.

Section 6. Seniority Computation.

Where two or more sergeants have the same time in classification, seniority shall be determined by time in rank. Where two or more sergeants have the same time in rank, seniority shall be determined by time in service. Where two or more troopers have the same time in classification, seniority shall be determined by time in service.

Where two or more employees have the same time in service, seniority shall be determined by final recruit school class standing. Where two or more employees have the same final recruit school standing, seniority shall be determined by final composite entry level Civil Service Score. Where two or more employees have the same final composite entry level Civil Service Score, seniority shall then be determined by adding the last four digits of an employee's Social Security number, with the greatest number equating to the greatest seniority.

PART B. PROBATIONARY EMPLOYEES

Section 1. Probationary Period.

For the purposes of exercising rights under this contract all employees undergoing the required initial probationary period for the purposes of evaluation and training, including the time spent in "recruit school", shall be deemed probationary employees. The probation period shall be consistent with established Civil Service Rules and Regulations.

Section 2. Rights of Probationary Employees.

- a. A probationary employee, while assigned to the Michigan State Police Academy, and prior to being "sworn" as a Michigan State Police Trooper, shall only be entitled to the basic wage and fringe benefit provisions of this contract.

- b. Upon graduation from recruit school and taking the sworn oath of office as a Michigan State Police Trooper, a probationary employee shall have all the rights afforded to any other employee covered by this Agreement, except the following:
 - (1) The employee shall not be entitled to the protections of the discipline provisions of this Agreement until thirty (30) days after graduation from recruit school;
 - (2) The employee will not be entitled to shift trading rights until ninety (90) days after graduation from recruit school;
 - (3) The Employer shall have discretion with reference to shift assignments and shift rotation, until the employee has completed probation;
 - (4) The probationary employee may not engage in supplemental employment;
 - (5) Except as required by the Fair Labor Standards Act, time spent by the probationary employee in training, studies and other required educational activities and skill training outside of eighty (80) hours in any two-week pay period shall not be considered as "on duty" time;
 - (6) The probationary employee shall not be entitled to the benefits or protections of the affirmative assistance provisions of this contract.

Section 3. Termination of Probationary Employee.

- a. Written evaluations shall be prepared by the post commander or other assigned personnel summarizing job performance of all probationary employees at three (3), six (6), nine (9) and eleven (11) month intervals, which report shall be reviewed with the probationary employee. These evaluations shall extend, but are not limited to, such subjects as work performance, attendance, personality, temperament, ability to deal with the public (if the probationary employee is assigned such work) and other related areas of police work. These evaluations may be considered by the Employer in determining to retain the employee or to terminate his/her employment with the Department.
- b. If, during the portion of the initial probationary period subsequent to recruit school, the Department has reason to believe based upon the evaluations of supervisory personnel that a probationary employee's employment should be terminated, the Employer shall advise the employee and the

Association in writing at least thirty (30) calendar days before the termination of the probationary period. The employee, if he/she desires to contest such determination, shall, within five (5) calendar days, of receipt of notice request a conference with the immediate superior of the person making the determination to terminate his/her employment. After such conference, the officer reviewing same shall make his/her determination within five (5) calendar days and either rescind the order of termination or affirm the same, immediately providing written notice to the employee affected.

If the employee desires to contest this determination, he/she shall, within five (5) calendar days of receipt of notice, file a request for a hearing with the Director. A hearing will be conducted within five (5) calendar days by the Director or his/her designee, and within five (5) calendar days of the conclusion of said hearing, the Director may either rescind such termination or affirm the same, notifying the employee affected. No employee who has requested a review or a hearing shall be terminated from employment until after completion of the conference and hearing procedures, and until receipt of the Director's final determination. The Director's determination shall not be appealable through the grievance procedure of this agreement.