

**Agreement  
Between the  
Michigan Department of State Police  
and  
the Michigan State Police Troopers  
Association, Inc.**

October 1, 2017  
through  
September 30, 2020



# Contents

Article 1: Recognition .....	1
Section 1. Exclusive Representation .....	1
Section 2. Bargaining Unit.....	1
Section 3. Title Changes .....	1
Section 4. Aid to Other Organizations .....	1
Section 5. Special Application Position Employees Designation of Positions .....	2
Article 2: Association Rights and Security .....	4
Part A. Association Representation.....	4
Section 1. Use of Facilities .....	4
Section 2. Nondiscrimination.....	4
Section 3. Grievance Processing.....	4
Section 4. Release of Representative .....	4
Section 5. Bulletin Boards .....	5
Section 6. Visitation Privilege .....	5
Section 7. Access to Information .....	5
Section 8. Association Access to Trainees.....	6
Part B. Employee Organizational Leave .....	6
Section 1. Organization Leave .....	6
Section 2. Presidential and Vice-Presidential Leave.....	6
Section 3. Negotiations .....	7
Section 4. Additional Time Off .....	7
Section 5. Mobilization.....	7
Section 6. Employee Information .....	8
Part C. Integrity of the Bargaining Unit.....	8
Section 1. Bargaining Unit Work.....	8
Section 2. Supervisors.....	8
Section 3. Programs .....	8
Section 4. Subcontracting .....	9
Article 3: Association Dues and Check Off .....	11
Section 1. Dues Deduction.....	11
Section 2. Maintenance of Membership .....	11
Section 3. Fair Share Fee Deductions .....	12
Section 4. Compliance Procedure .....	12
Section 5. Employer Notification.....	13
Section 6. Remittance and Accounting .....	13
Section 7. Indemnification .....	13
Article 4: Management Rights .....	14
Article 5: Modification of Rules, Regulations, Policies and Official Orders .....	15
Section 1. Modification of Existing Official Orders .....	15
Section 2. Modification of Code of Conduct and Other Rules, Regulations, Policies or Official Orders .....	15
Section 3. Input by MSPTA.....	15
Article 6: Special Conferences.....	17

Section 1. Conference Arrangement .....	17
Section 2. Agenda .....	17
Section 3. No Loss of Pay .....	17
Section 4. Participants .....	17
Section 5. Non Grievance/Negotiations Forum .....	17
Article 7: Bill of Rights .....	18
Section 1. Polygraph Tests .....	18
Section 2. Electronic Surveillance .....	18
Section 3. Right to Sue .....	18
Section 4. Personnel Files .....	18
Section 5. Investigatory Interview .....	18
Section 6. Criminal Investigation .....	21
Section 7. Conclusion of Investigation .....	21
Section 8. Written Memoranda .....	21
Section 9. Line-up .....	22
Section 10. Compulsory Statements (Garrity Rule) .....	22
Section 11. Denial of Representation .....	22
Section 12. Representation in Civil and Criminal Litigation .....	22
Section 13. Prohibited Discrimination .....	23
Section 14. State/National Constitutional or Statutory Rights .....	23
Section 15. Political Activity .....	23
Section 16. Conduct Toward Superiors .....	24
Section 17. Locker Searches .....	24
Section 18. Limitation .....	24
Section 19. Complaints against Supervisors .....	25
Article 8: Discipline and Affirmative Assistance .....	26
Part A. Discipline and Misconduct .....	26
Section 1. Scope .....	26
Section 2. Definitions .....	26
Section 3. Application .....	26
Section 4. Association Participation .....	28
Section 5. Grievances, Appeals, Disciplinary Conference and Arbitration .....	28
Section 6. Discipline Panel* .....	29
Section 7. Disciplinary Conference .....	29
Section 8. Arbitral Review .....	29
Section 9. Time Limits .....	29
Section 10. Removal of Pass Days or Forfeiture of Annual Leave .....	29
Section 11. Time Limits for Retention of Written Warnings/Written Reprimands .....	30
Section 12. Limitation of Arbitral Review .....	30
Part B. Affirmative Assistance – Counseling, Retraining, Interim Service Rating and Demotion .....	30
Section 1. Scope .....	30
Section 2. Definition .....	30
Section 3. Corrective Measures .....	30
Section 4. Application .....	31

Section 5. Association Participation .....	32
Section 6. Appeals .....	32
Section 7. Limitation on Arbitral Review .....	33
Article 9: Grievance Procedure .....	34
Section 1. Grievance Defined .....	34
Section 2. Filing a Grievance .....	34
Section 3. Association Grievance .....	34
Section 4. Group Grievance .....	34
Section 5. Grievance Content .....	34
Section 6. Presenting a Grievance.....	35
Section 7. Reprisals.....	38
Section 8. Time Limits.....	38
Section 9. Representation.....	38
Section 10. Cost of Proceedings .....	38
Section 11. Scope of Review .....	38
Section 12. Promotions .....	38
Article 10: No Strike Clause .....	39
Section 1. Prohibition of Strikes .....	39
Section 2. Cooperation of Association.....	39
Section 3. Presumption .....	39
Section 4. Definition of "Strike" .....	39
Section 5. Grievance Limitation .....	39
Article 11: Seniority and Probationary Employees .....	40
Section 1. Definitions .....	40
Section 2. Loss of Seniority .....	40
Section 3. Applicability to Benefits .....	41
Section 4. Application of Seniority.....	41
Section 5. Supervisor Reduction .....	41
Section 6. Seniority Computation .....	42
Part B. Probationary Employees .....	42
Section 1. Probationary Period .....	42
Section 2. Rights of Probationary Employees.....	42
Section 3. Termination of Probationary Employee.....	43
Article 12: Layoff and Recall.....	44
Section 1. Seniority Definitions .....	44
Section 2. Layoffs .....	44
Section 3. Position Exemptions .....	47
Section 4. Limitations and Understandings .....	47
Section 5. Recall Notice.....	49
Section 6. Recall Rights and Recall Procedure.....	49
Section 7. Recall Forfeiture .....	51
Section 8. Layoff/Recall Expenses .....	51
Section 9. Leave Credits .....	51
Section 10. Grievance .....	52

Article 13: Transfers and Relocation .....	53
Section 1. General Departmental Transfers .....	53
Section 2. First Assignment .....	53
Section 3. Transfer for Operational Requirements.....	53
Section 4. Voluntary Transfers .....	53
Section 5. Employee Special Circumstances Transfer.....	56
Section 6. Mandatory Transfer .....	57
Section 7. Seniority.....	57
Section 8. Frequency.....	57
Section 9. Exceptions.....	57
Section 10. Transfer Review Board .....	57
Section 11. Notice.....	58
Section 12. Relocation Policy .....	58
Section 13. Exceptions to Relocation Policy .....	58
Section 14. Moving Time .....	59
Section 15. Moving of Household Goods .....	59
Section 16. Travel Allowance .....	60
Section 17. Trip to Secure Housing .....	60
Article 14: Reassignment .....	61
Section 1. General.....	61
Section 2. Relocations.....	61
Section 3. Explanation .....	61
Section 4. Limited Appeal .....	61
Section 5. Detective Trooper Reassignment .....	61
Article 15: Alternate Work Sites.....	63
Part A. Alternate Work Sites.....	63
Section 1. Single Facility .....	63
Section 2. Exceptions.....	63
Part B. Resident Troopers .....	63
Section 1. Filling of Positions.....	63
Section 2. Relocation Benefits .....	64
Part C. Detachments.....	64
Section 1. General.....	64
Section 2. Staffing.....	64
Section 3. Official Work Station.....	64
Article 16: Departmental Vehicles and Parking.....	65
Part A. Use of Departmental Vehicles .....	65
Section 1. General.....	65
Section 2. Mileage (pre-1988) .....	65
Section 3. Mileage (post-1988).....	65
Section 4. To and from Residence .....	65
Part B. Parking .....	65
Article 17: Travel.....	66
Part A. Travel Advances .....	66

Part B. Reimbursable Expenses – Travel and Meals.....	66
Part C. Mobilization – Meal Reimbursement.....	67
Section 1. Mobilization.....	67
Section 2. Meals.....	67
Section 3. Number of Meals.....	67
Section 4. No Reimbursement.....	67
Part D. Mackinac Island Detail.....	67
Part E. State Fair Detail.....	68
Part F. Receipt Requirement.....	68
Article 18: Shift Information.....	69
Part A. Shift Definition and Differential.....	69
Section 1. Shift Definitions.....	69
Section 2. Shift Premium.....	69
Section 3. Overtime.....	69
Section 4. Leave Time.....	69
Section 5. Fringe Benefit Computation.....	69
Section 6. Reassignment of Shift.....	69
Section 7. Rounding.....	69
Part B. Uniformed Officers and Shift Rotation.....	70
Section 1. Shift Rotation.....	70
Section 2. Shift Bidding.....	70
Part C. Shift Trade.....	70
Section 1. When Permitted.....	70
Section 2. Limited Appeal.....	71
Section 3. Limitations.....	71
Part D. Alternative Schedule Requests.....	71
Section 1. Definition.....	71
Section 2. Mutual Commitment.....	71
Section 3. Procedure and Application.....	71
Article 19: Scheduling, Overtime, and Compensatory Time.....	73
Section 1. Office of the Director, Administrative and Information Services Bureau, Forensic Science Division, Special Investigation Divisions, and Field Detective Division Employees.....	73
Section 2. Continuous Field Operations.....	73
Section 3. Overtime.....	75
Section 4. Pass Days.....	76
Section 5. Pay Periods.....	76
Section 6. Compensatory Time.....	76
Article 20: Lunch Period.....	78
Section 1. General.....	78
Section 2. Exceptions.....	78
Article 21: Court Attendance – Recall/On-Call and Availability of Personnel.....	79
Part A. Court Attendance – Recall/On-Call.....	79
Section 1. Court-Time Pay.....	79
Section 2. Jury Duty, Witnesses, and Parties.....	79
Section 3. Recall.....	81

Section 4. On-Call.....	81
Part B. Availability of Personnel .....	82
Article 22: Safety and Training.....	83
Part A. Safety .....	83
Section 1. Employer Responsibility.....	83
Section 2. Employee Responsibility .....	83
Section 3. Creation of Safety Committee.....	83
Section 4. Grievances .....	83
Section 5. Participation on Safety Committee .....	83
Part B. Training.....	84
Section 1. Training Purposes .....	84
Section 2. In-service Training .....	84
Section 3. Mandatory Training .....	84
Part C. Training and Related Travel .....	85
Section 1. Training Days.....	85
Section 2. Travel Time for Training. ....	85
Section 3. Calculation and Utilization of Travel Time for Training .....	85
Section 4. Safety Committee Training.....	86
Article 23: Job Classifications and Evaluations, and Working Out of Class .....	87
Part A. Job Classifications and Evaluations.....	87
Section 1. Classifications .....	87
Section 2. Job Evaluation.....	87
Part B. Working Out of Classification .....	88
Section 1. Rate of Pay.....	88
Section 2. Temporarily Working out of Class .....	88
Article 24: Special Employment Matters .....	89
Part A. Individual Activity Record .....	89
Part B. Unit Property Room .....	89
Part C. Non-Police Work .....	89
Part D. Patrol Car Staffing .....	89
Section 1. Two-Officer Patrol Assignment.....	89
Section 2. Single Officer Patrol .....	90
Section 3. Single Officer Patrol - Employee Voluntary Request .....	90
Part E. Undercover Officer Backup .....	91
Section 1. Support and Equipment.....	91
Section 2. Disagreement .....	91
Part F. Officers on Extradition .....	91
Section 1. Work Hours.....	91
Section 2. Work in Excess of Shift .....	91
Part G. Military Courtesy .....	91
Section 1. General.....	91
Section 2. Exceptions.....	91
Part H. Residency.....	92
Article 25: Supplemental Employment .....	93
Section 1. General.....	93

Section 2. Regulated Persons or Organizations .....	93
Section 3. Prohibitions .....	93
Section 4. Notification .....	93
Section 5. Approval .....	94
Section 6. Grievances and Limitations .....	94
Article 26: Duty Disabilities, Injuries and Damaged Personal Property .....	95
Part A. Duty Disabilities/Injuries .....	95
Section 1. Benefits .....	95
Section 2. Disability Retirement .....	96
Section 3. Limited Duty .....	96
Section 4. Processing Claims .....	97
Section 5. Non-grievable Issue .....	97
Part B. Damages to Personal Property .....	97
Section 1. Reports .....	97
Section 2. Safety Committee .....	98
Section 3. Processing Claims .....	98
Section 4. Types of Claims .....	98
Section 5. Non-grievable Issue .....	98
Article 27: Health and Safety .....	99
Part A. General Examinations .....	99
Section 1. Medical Verification .....	99
Section 2. Psychological Studies .....	99
Section 3. Psychiatric/Psychological Examination .....	100
Part B. Vision Screening Program .....	101
Part C. Drug and Alcohol Testing .....	102
Section 1. Employee Assistance Program .....	102
Section 2. Association Representation .....	103
Section 3. Testing .....	103
Section 4. Drug and Alcohol Testing Protocol and Definitions .....	106
Section 5. Review Committee for Drug and Alcohol Testing .....	106
Section 6. Required Treatment .....	106
Section 7. Grievance Procedure .....	106
Section 8. Association Held Harmless .....	106
Part D. Physical Fitness Testing .....	106
Section 1. Mandatory Standard .....	106
Section 2. Exemptions .....	107
Section 3. Duty Status .....	107
Section 4. Accrued/Banked Hours .....	107
Section 5. Failure to Meet Mandatory Fitness Standard .....	107
Section 6. Disability Retirement .....	107
Section 7. Fitness as Selection Criteria .....	108
Section 8. Voluntary Physical Fitness Program .....	108
Section 9. Enforceability .....	108

Section 10. Labor-Management Committee .....	108
Article 28: Leaves of Absence .....	110
Part A. Education Leave .....	110
Part B. Medical, Parental and Family Care Leaves .....	110
Section 1. Employee Medical Leave.....	110
Section 2. Parental Leave.....	110
Section 3. Family Care Leave .....	111
Section 4. Implementation of the Family Medical Leave Act of 1993 (FMLA).....	112
Part C. Military Leave.....	112
Article 29: Uniforms and Clothing Allowance .....	115
Section 1. Uniforms .....	115
Section 2. Uniform Equipment Committee.....	115
Section 3. Clothing/Cleaning Allowance .....	115
Section 4. Dry Cleaning Allowance.....	115
Article 30: Annual Leave, General Emergency Conditions, Allowance for Unclassified and Military Service .....	116
Part A. Annual Leave.....	116
Section 1. Initial Leave Grant .....	116
Section 2. Accrual Rate.....	116
Section 3. Previous Service.....	117
Section 4. Maximum Accrual .....	117
Section 5. Severance .....	117
Section 6. Summer/Winter Vacation Schedule .....	118
Section 7. Guide for Selection of Vacations .....	118
Section 8. Personal Leave .....	119
Section 9. Banked Leave Time .....	119
Part B. Compensation Policy Under Conditions of General Emergency .....	119
Section 1. General Emergency .....	119
Section 2. Administrative Determinations .....	120
Section 3. Compensation in Situation of Closure .....	120
Section 4. Compensation in Situation of Inaccessibility.....	120
Section 5. Additional Timekeeping Procedures .....	120
Part C. Allowance for Unclassified and Military Service .....	121
Article 31: Sick Leave.....	122
Part A. Sick Leave .....	122
Section 1. Accrual.....	122
Section 2. Illness or Injury .....	122
Section 3. Medical or Dental Appointments .....	122
Section 4. Funeral Leave.....	122
Section 5. Payment at Separation.....	123
Part B. Sick Leave Bank .....	123
Article 32: Insurances .....	125
Part A. Health Insurance .....	125
Section 1. Options.....	125
Section 2. Plan Information. ....	125

Section 3. Premiums.....	125
Section 4. Subrogation.....	125
Part B. Dental Insurance.....	126
Section 1. Coverage.....	126
Section 2. Premiums.....	126
Part C. Vision Care Insurance.....	126
Section 1. Coverage.....	126
Section 2. Premiums.....	126
Part D. Life Insurance.....	126
Section 1. Active Employee.....	126
Section 2. Dependent Coverage.....	127
Section 3. Retiree Coverage.....	127
Section 4. Premiums.....	127
1. Active Employee.....	127
2. Dependent Coverage.....	127
3. Retiree Coverage.....	127
Part E. Flexible Benefits Plan.....	127
Section 1. Description.....	127
Section 2. Benefit Selections.....	128
Part F. Long Term Disability.....	128
Section 1. Benefit.....	128
Section 2. Premiums.....	129
Section 3. Option to Use.....	129
Section 4. Rider.....	129
Part G. Deferred Compensation Plan.....	129
Part H. Maintenance of Insurance Benefits.....	129
Part I. Open Enrollment.....	130
Part J. Continuation of Group Insurances.....	130
Section 1. Layoff.....	130
Section 2. Leave of Absence.....	130
Section 3. COBRA Benefits.....	131
Part K. Flexible Compensation Plan.....	131
Part L. Optional Coverage Program.....	131
Part M. Complaints about Benefits.....	131
Article 33: Holidays.....	132
Section 1. Holidays and Observance.....	132
Section 2. Eligibility.....	132
Section 3. Working on a Holiday.....	132
Section 4. Paid Absence.....	132
Article 34: Longevity.....	133
Section 1. Eligibility.....	133
Section 2. Limitation.....	133
Section 3. Time of Payment.....	133
Section 4. Longevity Overtime.....	134

Article 35: Pension Plan.....	135
Part A. Pension Plan .....	135
Section 1. 1986 PA 182 .....	135
Section 2. Revision of 1986 PA 182 .....	135
Section 3. Insurances .....	135
Section 4. Pension Benefit .....	135
Section 5. Deferred Retirement.....	136
Section 6. Final Average Compensation .....	136
Section 7. Adjusting Service Time .....	137
Section 8. Procedure for Handling of Disability and Death Claims .....	137
Section 9. Post Retirement Adjustment. ....	141
Section 10. Survivor Pension Payments. ....	142
Section 11. Employee Contribution .....	143
Part B. Deferred Retirement Plan Option.....	143
Section 1. Eligibility and Plan Overview .....	143
Section 2. Participation Period.....	143
Section 3. DROP Benefit and Account .....	144
Section 4. Distribution of DROP Funds.....	144
Section 5. Death or Disability .....	145
Section 6. IRC Compliance.....	145
Section 7. Special Provisions .....	145
Section 8. Additional Provision .....	146
Part C. Defined Benefit/Defined Contribution Hybrid Plan for New Troopers .....	147
Section 1. Eligibility and Plan Overview .....	147
Article 36: Salary .....	148
Part A. Salary Schedule .....	148
Section 1. Base Wages .....	148
Effective 10-01-2014 .....	149
Fiscal Year 2014-2015 Lump Sum Payment.....	149
Effective 10-1-2015 .....	149
Fiscal Year 2015-2016 Lump Sum Payment.....	150
Effective 10-1-2016 .....	150
Part B. Bomb Squad.....	151
Part C. Allowance for Emergency Response .....	151
Part D. Tuition Reimbursement .....	151
Article 37: Maintenance of Benefits Created by 1982 Contract Extension Agreement.....	153
Article 38: Severability and Savings.....	154
Section 1. Operation of Law .....	154
Section 2. Application.....	154
Section 3. Typographical or Scriveners' Errors.....	154
Article 39: Termination and Modification and Copies of Agreement.....	155
Section 1. Termination Date .....	155
Section 2. Expiration or Renewal .....	155
Section 3. Notice of Termination or Modification.....	155

Appendix A: Letter of Understanding – Article 8 (#4) .....	157
Appendix B: Letter of Understanding – Alternative Schedules .....	159
Appendix C: Letter of Understanding – Article 19 (#24) Compensation for Care and Maintenance of Departmental Canines.....	162
Appendix D: Letter of Understanding – Article 19 (#10) .....	164
Appendix E: Letter of Understanding – Temporary Assignments .....	168
Appendix F: Article 27 Table .....	170
Appendix G: Reassignment – Articles 13 and 14 .....	171
Appendix H: Labor Disputes and Unfair Labor Practice Resolution and Agreement.....	172
Appendix I: Affordable Health Care Act and Excise Tax (“Cadillac Tax”) .....	173
Appendix J: Qualifications and Participation on a Federal Bureau of Investigation Joint Terrorism Task Force (JTTF) – Article 7 .....	175
Appendix K: Article 35, Part C (Pension Plan Clarification) .....	177



# Article 1: Recognition

## Section 1. Exclusive Representation

Pursuant to the Constitution of the State of Michigan, Article XI, Section 5, as amended by the electorate in 1978, and the election certification, the State of Michigan, through the Office of the State Employer and Department of State Police, hereby recognizes the Michigan State Police Troopers Association, Inc., as the exclusive representative for the purposes of collective bargaining, as set forth in the Constitutional provisions for all employees in the bargaining unit.

## Section 2. Bargaining Unit

The Employer recognizes the Association as the exclusive representative for all State Police Troopers and Sergeants in the Civil Service classifications listed below:

Classification Titles	Classification Code
State Police Trooper 10	2000501
State Police Trooper E11	2000502
State Police Det. 11 (Tpr. Spl.)	2000302
State Police Spl. 11 (Tpr.)	2000402
State Police Aircraft Pilot (Tpr.) E11	2010102
State Police Sergeant 12	2010303
State Police Det. 12 (Sgt.)	2010403
State Police Spl. 12 (Sgt.)	2000403
State Police Aircraft Pilot 12	2010903

## Section 3. Title Changes

Should the Civil Service classification title of the employees of the bargaining unit be changed for any reason, the change will have no bearing on the bargaining unit. The Employer will submit the proposed changes to the Association 60 days prior to the effective date of change or when the changes become known to the Employer.

## Section 4. Aid to Other Organizations

The Employer will not negotiate terms and conditions of employment of members affected by the Collective Bargaining Agreement with any other employee organization, employee or group of employees, while the Michigan State Police Troopers Association remains exclusive collective bargaining representative for the Michigan State Police Troopers and Sergeants. If and when any organization, employee or group of employees request to meet to negotiate with the Employer, the Employer will refer it to the MSPTA as the certified representative organization. However, nothing in this Article shall affect or impair the right of the Employer to consult or meet with individual employees or groups of employees, concerning the exercise of their



individual rights under any law, or rule or regulation of the Department, or the terms of this Agreement.

### Section 5. Special Application Position Employees Designation of Positions

Up to 24 bargaining unit positions in the following areas are hereby designated as special application positions:

- a. Office of the Director
- b. Human Resources Division
- c. Behavioral Science Section
- d. One Field Services Bureau Sergeant (Bureau level position at Headquarters)
- e. Training Division

#### *Solicitation of Information*

Neither individual employees nor the Association shall request or solicit any information from special application position employees regarding the subject matter of such positions.

#### *Application of this Agreement*

The application of this Agreement to special application position employees is specifically limited to the following Articles and Sections:

- a. Article 2, Association Rights;
- b. Article 3, Association Dues and Checkoff;
- c. Article 4, Management Rights;
- d. Article 7, Bill of Rights, Sections 1, 2, 3, 4, 6, 7, 8, 9, 10, 12, 13, 14, and 16;
- e. Article 8, Part A, Discipline, Section 2-b; Sections 3-c,-d; Sections 5-b,-c; Sections 6, 7, 8, 9 and 10;
- f. Article 9, Grievance Procedure;
- g. Article 10, No Strike Clause;
- h. Article 11, Seniority;
- i. Article 12, Layoffs and Recalls;
- j. Article 13, Section 12, Relocation Policy (Moving Expenses);
- k. Article 17, Part C, Mobilization Meal Reimbursement;
- l. Article 20, Lunch Period;
- m. Article 22, Part A, Safety, and Part B, Training;
- n. Article 24, Part A, Individual Activity Record, and Part G, Military Courtesy;
- o. Article 26, Part A, Duty Disabilities/Injuries, and Part B, Personal Articles;
- p. Article 27, Health and Safety;
- q. Article 28, Leaves of Absence;
- r. Article 29, Uniforms and Cleaning Allowance;
- s. Article 30, Part A, Annual Leave, and Part C, Allowance for Unclassified and Military Service;
- t. Article 31, Sick Leave and Bank Time;
- u. Article 32, Insurances;



- v. Article 33, Holidays;
- w. Article 34, Longevity;
- x. Article 35, Pensions;
- y. Article 36, Salary;
- z. Article 39, Copies of Agreement.





# Article 2: Association Rights and Security

## Part A. Association Representation

### Section 1. Use of Facilities

The Association shall be permitted to schedule meetings on Department property so long as such meetings are not disruptive of the duties of employees of the Department or the efficient operation of the Department, and provided further that the prior approval for such meetings is received from the proper Management authorities, which approval shall not be unreasonably withheld. The Association shall reimburse the Employer the customary charges for the use of the Training Academy, except when addressing trainees after the training day when rooms are available.

### Section 2. Nondiscrimination

The parties recognize that employees shall not be unlawfully interfered with, discriminated against, restrained or coerced because of their membership or non-membership in the Association or by their exercise of their legal rights. Any complaint involving interference, discrimination, restraint, or coercion shall be resolved through the applicable administrative procedure heretofore adopted by the parties on April 18, 1980 and approved by the Civil Service Commission on April 25, 1980 with reference to unfair labor/prohibited practice procedures (Appendix H), and not through the grievance procedure provided by this Agreement.

### Section 3. Grievance Processing

Preferably, grievance processing should take place during non-work hours, in order to preclude disruptions of duties or interference with operations. It is recognized, however, that this is not always practicable or feasible. Employees shall be afforded reasonable time during regular working hours, without loss of pay, to process grievances, including participation in the grievance meetings; provided that reasonable notice is given of the need for such time and the prior approval of the employee's supervisor higher authority is obtained.

### Section 4. Release of Representative

The role of the Association representative, if an employee, in processing grievances or otherwise assisting in the implementation of this Agreement will be to timely notify his or her immediate supervisor of the necessity to leave his or her work assignment in order to promptly and expeditiously carry out the duties in connection with this Agreement. Permission will be granted provided it does not unduly disrupt work operations, it is conducted expeditiously with as minimal an amount of time off as possible and this privilege is neither misused nor abused.



When contacting an employee, any Association representative will first seek the permission of the employee's supervisor before seeing the employee. Contact will be granted provided it does not unduly disrupt work operations, it is conducted with as minimal an amount of time off as possible, and this privilege is neither misused nor abused. Misuse or abuse of this Section by the Supervisor or the Association representative is a grievable matter under the grievance procedure commencing at Step 2.

### Section 5. Bulletin Boards

The Employer agrees to furnish reasonable space on bulletin boards presently maintained at post and work areas occupied by employees for exclusive official use of the Association.

There shall be no such bulletin board space reserved for the use of any other labor organization which purports to represent employees of this bargaining unit.

The Association agrees to limit its postings to such bulletin board space.

The Association agrees that it will not post any partisan political material, or material which is profane, or derogatory toward any individual or the Employer.

All bulletins or notices shall be signed by the Association president or one of the Association executive board or post representatives.

The Association shall be responsible for the proper use and care of the bulletin board.

### Section 6. Visitation Privilege

The Association representatives shall have reasonable visitation privileges to posts and work stations for purposes of administering this Agreement provided the Association shall exercise this privilege in a manner so as to not interfere with Department operations or the duties of the employees and only after advance permission of the supervisor is obtained. Such visitation privileges may include explaining Association membership, services, or programs.

### Section 7. Access to Information

The Employer agrees to provide the Association, upon written request, reasonable access to necessary materials and information that are disclosable under this Agreement or under law, in order for the Association to fulfill its responsibility in administering this Agreement.

The Association shall, when reasonably requested, reimburse the Employer for the expense of photocopying information as permitted under the Michigan Freedom of Information Act. Any claim of privilege or confidentiality with reference to the records of any employee may be waived in writing by the employee, and upon receipt of such written waiver, the Employer shall provide the requested information.



## Section 8. Association Access to Trainees

The Employer agrees that, upon prior request, Association representatives will be permitted access to trainees during any training session which involves any bargaining unit employees, including recruits. This access will be after the training day and shall be limited to one visit per school, with appropriate Employer notice to the trainees. Employees are not required to participate in such meetings nor shall the Employer be required to compensate employees for attendance at such meetings.

## Part B. Employee Organizational Leave

### Section 1. Organization Leave

The Association shall be provided with a total of 1,000 hours of employee organizational leave credit during each year of this Agreement to be used for the purpose of attending executive board meetings, internal Association committees, Association meetings, and implementation and enforcement of this Agreement. Whenever practicable, advance written notice of the names of employees to be released shall be given to the designated Employer representative at least two days prior to the date work schedules must be posted, in order to arrange for time off and scheduling.

The allocation of such released time to individuals shall be the sole prerogative of the Association.

Any executive board member may utilize annual leave (vacation) or compensatory time for Association meetings and shall not be denied such leave for such purpose except in emergencies, after having given advance written notice, whenever practicable, at least two days prior to the date work schedules must be posted.

Employee organization leave shall be released time without charge to annual leave or compensatory time credits, except as provided in the preceding paragraph. Employee organization leave provided for in this Article shall be granted provided that it has been requested with advance written notice, as set forth above, and that the resulting absence from work will not impair or interfere with any emergency services of the Department.

The Department shall send to the Association a statement at the end of each month showing the total employee organizational leave used pursuant to this Article. This statement shall be presumed correct unless the Association immediately advises the Director or his or her designee of any claimed errors.

### Section 2. Presidential and Vice-Presidential Leave

Recognizing the need for coordination and cooperation in the implementation and execution of this Agreement, and the statewide nature of this obligation, and in order to fully implement this purpose, the president and vice-president of the Association shall be granted Association leave with full salary, pension contributions, service credit and other benefits paid by the Employer



during the life of this Agreement so as to permit said president and vice-president to devote full-time service to Association duties. However, the Association shall reimburse the Employer for applicable insurance premiums.

The president and vice-president shall, during their period of service, be subject to no restraint by the Department, except they shall be subject to any order of full mobilization, shall comply with all standards of conduct applicable to other employees within the Department, and shall meet the minimum proficiency standards and mandatory training programs required of all other employees, when and if requested by the Employer.

The president and vice-president may, at their option, free of any cost to the Employer, move their residence(s) to the Lansing area.

Upon completion of his or her duties as president or vice-president, if his or her original post(s) is unavailable, or if he or she elects not to return to it, he or she shall be given first priority to an available position of his or her choice for which he or she is qualified within his or her classification for a period of 90 days after giving notice of intent to leave office, but limited to a maximum of 60 days after the date of availability for assignment.

If a position of his or her choice is not available during this period of time, he or she shall be temporarily assigned to a post or unit in the Lansing area. If he or she makes no selection within this period of time, he or she shall be subject to a mandatory transfer to any location in the State at the discretion of the Employer. Any transfer under this Section shall be made at no expense to the Employer. It is understood that the assignment of the president or vice-president under this Section shall take preference over any transfer pursuant to Article 13 of this Agreement.

After the assignment to an available position or the mandatory transfer, he or she shall not be subject to mandatory transfer for a minimum of five years.

### Section 3. Negotiations

A total of 15 days for each of five Association bargaining committee members shall be granted for negotiations for a successor Agreement.

### Section 4. Additional Time Off

Additional administrative time off may be granted at the sole discretion of the Director or by his or her designee.

### Section 5. Mobilization

In the event of a full mobilization of the Department for an emergency, the Association president and vice-president shall contact the office of the Director of State Police and shall remain available during the period of the mobilization for the purpose of establishing a Department/Association liaison to deal with any labor relations problems which may arise.



## Section 6. Employee Information

The Employer will furnish to the Association a listing of the names and addresses of all employees in the unit upon written request, but no more frequently than semiannually. Such a list shall also include the employee's time in service seniority date, date of birth, and classification. The Employer shall also supply the Association with a copy of the district and post roster on a quarterly basis upon written request from the Association.

The Association will supply the Department with a list of names and addresses of all duly appointed or elected representatives who will represent the Association in the administration of this Agreement and will periodically update said list as changes occur.

## Part C. Integrity of the Bargaining Unit

### Section 1. Bargaining Unit Work

The Employer recognizes that the integrity of the bargaining unit is of significant concern to the employees and the Association. Bargaining unit work shall, except as provided below, be performed by bargaining unit employees. The Employer shall not assign bargaining unit work to employees outside the bargaining unit except in the case of emergency, temporary work relief, to the extent that such work is a part of their duties as provided in the Civil Service class specifications, or to the extent that such assignment is a matter of customary practice. Four positions in the Information Technology Division (LEIN Audit) may be removed from the bargaining unit when they are voluntarily vacated by the incumbent. In no event shall such assignments be made for the purpose of reducing or eroding the bargaining unit.

### Section 2. Supervisors

Non-bargaining unit supervisory employees shall be permitted to perform bargaining unit work to the extent that such work is a part of their duties as provided in the Civil Service class specification, to the extent that such assignment is a matter of customary practice, in case of training (including demonstration of the proper method of completing the task assigned), temporary work relief, or in the case of emergency.

### Section 3. Programs

The Employer may continue to utilize such programs as the type listed below, provided the primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities.

- a. Student work experience
- b. Volunteer programs
- c. Internships

To the extent that it is available, the Employer will provide the Association with information which permits the Association to monitor the implementation of such programs, if not already



provided. It is the intent that an allegation that such a program is being used by the Employer as a substitute, rather than a supplement, for ongoing State employee activities, or causes layoffs or such programs are used to avoid the recall of bargaining unit employees, shall be grievable under the provisions set forth in this Agreement.

#### Section 4. Subcontracting

The Employer recognizes its obligation to utilize bargaining unit members in accordance with the merit principles of the Civil Service Commission. The Employer reserves the right to use contractual services where necessary or desirable to provide cost-effective, efficient services to the public. The Employer may subcontract work under one or more of the following situations:

- a. The services are so temporary, intermittent or irregular in nature that they cannot be provided efficiently through the classified service.
- b. The services are uncommon to the state classified service because they are so specialized, technical, peculiar, or unique in character that the talent, experience, or expertise required to accomplish the duties and responsibilities cannot be recognized as normal to the state service and cannot be efficiently included in the classification plan.
- c. The services involve (a) the use of equipment or materials not reasonably available to the agency at the time and place required, and (b) the estimated cost to the agency in procuring such equipment or materials and establishing the needed positions would be disproportionate to the contract cost.
- d. The defined services would be performed at substantial savings to the State over the life of the contract when compared with having the same level of services performed by the classified service. The services do not meet this standard if, despite the savings over the life of the contract, substantial savings would not likely be realized over the long term.

The Employer agrees to make reasonable efforts (not involving a delay in implementation) to avoid or minimize the impact of such subcontracting upon bargaining unit employees.

Whenever the Employer intends to contract out, subcontract services, or renew such contracted services, the Employer shall, as early as possible, but at least 15 calendar days prior to the implementation of the contract, subcontract, or contractual services renewal, give written notice of its intent to the Association. Such notice shall consist of a copy of the request made to Civil Service.

The notice shall include such matters as:

- a. The nature of the work to be performed or the service to be provided.
- b. The proposed duration and cost of such subcontracting.
- c. The rationale for such subcontracting.



In case of preauthorized contractual services, item c above need not be provided. However, the Employer agrees to meet with the Association, upon request, should the Association have questions regarding the information provided.

The Employer shall also provide the Association, upon written request, information necessary to monitor the implementation, including costs, of the contract or subcontract. If the volume of the information requested upon this Section would place an unreasonable burden on the Employer, the parties will meet to attempt to identify alternative mechanisms for providing such information.

The Employer shall, upon written request, meet and confer with the Association over the impact of the decision upon the bargaining unit. Such discussions shall not serve to delay implementation of the Employer's decision.





# Article 3: Association Dues and Check Off

The interpretation, application and administration of this Article by the parties shall be in accord with the decisions and rulings of the NLRB, MERC, and the courts, in accordance with applicable law.

A bargaining unit employee shall either become a member of the Association or be subject to the provisions of Section 4 below.

## Section 1. Dues Deduction

Upon receipt of a completed and signed individual authorization form from any of its employees covered by the Agreement, currently being provided by the Association and approved by the Employer, the Employer will deduct from the pay due such employees those dues required to maintain the employee's membership in the Association in good standing.

Such authorizations shall be effective only as to membership dues becoming due after the delivery date of such authorization to the Employer. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized Deferred Compensation; Federal Income Tax; State Income Tax; local or city income tax; other legally required deductions; individually authorized participation in state programs and enrolled employee's share of insurance premiums.

Membership dues deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Association. Employees promoted or transferred out of a Bargaining Unit covered by this Agreement shall not remain on payroll deduction. Employees recalled from layoff or returning from a leave of absence shall resume payroll deduction of dues or fair share fees, commencing with the first pay period of work.

## Section 2. Maintenance of Membership

Such dues deduction authorization may be revoked by the employee at any time by furnishing written notice of such revocation to the Employer. All employees covered by this Agreement who have submitted a valid individual voluntary authorization for payroll deduction form to the Employer and have not revoked such authorization shall, as a condition of continuing employment, honor such authorization until exercising their right to terminate their authorization.



### Section 3. Fair Share Fee Deductions

An employee who terminates membership in the Association, and an employee who has not submitted a valid individual voluntary Authorization for Payroll Deduction form to the Employer or who does not produce satisfactory evidence of Association membership shall, within 30 days following the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to the Association a fair share fee in an amount not to exceed regular biweekly dues uniformly assessed against all members of the Association representing only the employee's proportionate share of the Association's cost for services in negotiating and administering this Agreement, but not necessarily including any fees, charges or assessments involving political contributions. Such obligations shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Payroll Deduction" form. This Section shall not take effect until the Association notifies the Employer in writing of the amount of this fair share fee. Such notification may be made on or after the effective date of this Agreement.

A fair share fee payer shall have the right to object to the amount of the fair share fee and to obtain a reduction of the fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the Employer on labor-management issues.

The Association shall give every fair share fee payer financial information sufficient to determine how the service fee was calculated. A fair share fee payer may challenge the amount of the fee by filing a written objection with the Association within 30 calendar days. The Association shall consolidate all objections and shall initiate arbitration under the "Rules for Impartial Determination of Union Fees" of the American Arbitration Association. The Association shall place in escrow any portion of the objector's fair share fee that is reasonably in dispute.

### Section 4. Compliance Procedure

The Employer shall automatically deduct from an employee's pay check and tender to the Association a fair share fee as provided in Section 3 after the following:

- a. Not less than 30 days from the date of the employee's successful completion of recruit school, the Association must notify the Employer in writing that the employee is subject to the provisions of this Section and has elected not to become or remain a member of the Association in good standing or tender the required fair share fee.
- b. Within ten work days from the date the Association so notifies the Employer, the Employer shall:
  1. Notify the employee of the provisions of this Agreement;
  2. Obtain the employee's response; and;
  3. Notify the Association of the employee's response.



- c. In the event the employee fails to respond as provided above or fails to become a member of the Association in good standing, renew membership or sign the "Authorization for Payroll Deduction" form after the above, the Association may request automatic deduction by notifying the Employer, with a copy to the employee, by certified mail, return receipt requested.
- d. Upon receipt of such written notice, the Employer shall, within five week days, notify the employee, with a copy to the Association, that beginning the next pay period it will commence deduction of the fair share fee and tender same to the Association.

### Section 5. Employer Notification

The Employer shall inform all present employees covered by this Agreement within 30 calendar days of the effective date of this Agreement, and future employees, and employees returning from leave or layoff, upon their hire or return of the employee's obligations under this Article. The Employer shall provide new employee(s) with the appropriate authorization forms provided to the Employer by the Association.

### Section 6. Remittance and Accounting

Deductions for any biweekly pay period shall be remitted to the Association with an alphabetical list of names, by post or unit, 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. The Employer shall provide to the Association an alphabetical listing, by post or unit, identifying those active employees who have valid dues deduction authorization on file with the Employer for whom no deduction of dues was made.

### Section 7. Indemnification

The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.





# Article 4: Management Rights

It is agreed that, except as limited by terms of this Agreement, the Employer retains the right to manage the affairs of the Department and to direct the working forces. Such functions of Management include, but are not limited to, the right to:

- a. Determine the mission, organization, size, budget, and components of the Department.
- b. Set and modify standards for services to be offered to the public.
- c. Direct the work of the employees covered by this Agreement, including the right to hire, to discharge, to suspend, or otherwise discipline employees for just cause, to transfer, to establish job duties, to determine the amount of work needed, the starting and quitting times, and the number of hours to be worked during any day, week, or pay period, subject to the provisions expressly set forth in this Agreement.
- d. Establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements and to require employees to provide evidence of fitness to perform such duties, tasks, responsibilities, or requirements subject to the provisions expressly set forth in this Agreement and subject to any applicable Civil Service Regulation.
- e. Determine the equipment or methods that will be utilized by the employees in the performance of their assigned duties.
- f. Establish, modify, or delete rules, regulations, or policies necessary to the safe, orderly, and efficient operation of the Department, provided that such rules, regulations, or policies are not the subject of this Agreement. Such rule, regulation, or policy shall not be inconsistent with the terms and provisions of this Agreement.
- g. Determine the number and location of posts and other facilities.
- h. Determine the basis for selection, retention, and promotion of employees for classifications within or not within the bargaining unit as established in this Agreement and as governed by any applicable Civil Service Regulation.





# Article 5: Modification of Rules, Regulations, Policies and Official Orders

## Section 1. Modification of Existing Official Orders

Any existing departmental rule, regulation, policy, or Official Order not in conformity with the provisions of this Agreement, shall be modified, amended, or considered superseded by the terms of this Agreement. Any modifications or amendments to any existing departmental rule, regulation, policy, or Official Order made in order to conform said departmental rule, regulation, policy, or Official Order to the terms of this Agreement shall be submitted to the Association for comment and suggestions at least ten days prior to the official promulgation or effective date of said amendment or modification.

## Section 2. Modification of Code of Conduct and Other Rules, Regulations, Policies or Official Orders

The Department shall maintain a Code of Conduct which shall consist of rules for which an employee may be disciplined, according to the provisions of Article 8, Part A of this Agreement. The Code of Conduct and any existing departmental rule, regulation, policy, or Official Order directly affecting employees within the bargaining unit, but not modified, amended, or superseded by the terms of this Agreement, may be modified, amended, or repealed by the Employer; provided, however, that, except in the cases of a specific and declared emergency, the Department shall provide the Association with a copy of any proposed amendment, modification, or repeal at least 15 calendar days prior to the official promulgation of said rule or the effective date thereof for the purposes of comment and suggestion. The Association may, within such 15 calendar days, invoke the special conference procedure of this Agreement with reference to said amendments, modifications, or repeal and, if said special conference is invoked, said proposed amendments, modifications, or repeals shall not become effective until said special conference procedure is held and concluded. If the Employer promulgates a rule, or an amendment, modification, or repeal of an existing rule, regulation, policy, or Official Order on the basis of a specific and declared emergency, the Association may, within 15 calendar days, invoke the special conference procedure of this Agreement, in which event a special conference will be held within 15 calendar days after request for same.

## Section 3. Input by MSPTA

It is the purpose of this provision to provide the opportunity for employee and Association input in order to eliminate misunderstanding and to promote the orderly operation of the Department and the implementation of the Code of Conduct, Official Orders, rules, regulations, and policies. It is also a purpose to provide a process of consultation over any provision of the Code of Conduct, new rule, regulation, policy, or Official Order, and to increase employee awareness



of rules, regulations, policies, or Official Orders which may affect and govern their conduct. It is not the purpose of this Article to require that the Employer bargain or negotiate over any proposed rule not governed by the terms of this Agreement but merely to require consultation and conference where requested by the Association.





# Article 6: Special Conferences

## Section 1. Conference Arrangement

Special conferences may be arranged upon the request of either party for the purpose of maintaining orderly labor-management relations pursuant to the specific terms and conditions of this Agreement. Unless due to good reason or otherwise agreed, special conferences shall be held within three days of such request.

## Section 2. Agenda

An agenda of the matters to be considered at the conference, together with the names of the conferees representing the requesting party, shall be submitted at the time the conference is requested or scheduled, and all parties shall attend the conference prepared to discuss those items.

## Section 3. No Loss of Pay

Such conferences, to the extent possible, shall be held during regular work hours. Employees required to attend such special conferences, not to exceed two employees, shall not lose time or pay for attendance and no additional compensation will be paid to such employees for time spent in such conferences in addition to their regular pay or beyond their regular work hours.

## Section 4. Participants

Such special conferences shall be held between the Director and/or such Deputy Directors or other departmental personnel or delegates as the Director deems advisable and the president, vice president of the Association, and other representatives or delegates of the Association as the Association may deem advisable, not to exceed five individuals per party, except upon mutual agreement. It is understood, however, that the conferees representing either party shall be clothed with necessary authority to act, react, or meaningfully discuss and review the agenda item(s).

## Section 5. Non Grievance/Negotiations Forum

It is expressly understood that this special conference provision is not to be used as a grievance procedure or substitute for or subject to the grievance procedure; nor shall it be used as a negotiation forum. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.





# Article 7: Bill of Rights

## Section 1. Polygraph Tests

No employee shall be required to subject himself or herself to a polygraph examination. No disciplinary action shall be taken against any employee for refusal to submit to a polygraph examination; however, if the employee consents to a polygraph examination, the polygraph examination results shall not be used or offered in any court proceeding.

Employees participating as a member of a Federal Bureau of Investigation Joint Terrorism Task Force shall be governed by the provisions outlined in Appendix J.

## Section 2. Electronic Surveillance

Neither the Employer, the Association, nor employees shall utilize any type of electronic surveillance device to record or transcribe any conversation between the Employer, the Association, and/or the employee(s) unless disclosure of such device is made prior to such conversation except those telephone or radio communications which are routinely recorded and/or monitored as part of the daily operation of the Department or except upon the authority of a court-authorized warrant. This provision shall not apply to criminal investigations.

## Section 3. Right to Sue

Any employee shall have the right to bring civil suit against any citizen, organization, or corporation for injuries or damages suffered, either pecuniary or otherwise, for abridgement of his or her civil rights arising out of the employee's proper performance of official duties. The employee shall advise his or her post or division commander of intent to bring said suit and may consult with said post or division commander concerning said suit.

## Section 4. Personnel Files

Any employee shall have the right to inspect his or her official personnel file, upon written request during the normal business hours, Monday through Friday (excluding holidays). The employee's official personnel file shall not be made available to any person or organization other than the Employer without the employee's express written authorization unless or pursuant to a court order. The "Bullard-Plawecki Employee Right to Know Act" (1978 PA397) shall be applicable to and govern any disputes with reference to maintenance of personnel files and access thereto.

## Section 5. Investigatory Interview

Whenever any employee is subjected to an interview by any Department personnel for reasons that could lead to disciplinary action as defined in Article 8, Discipline, of this Agreement, such interview shall be conducted under the following conditions:



- a. The employee shall be fairly apprised in writing of the nature of the investigation and the fact that the investigation does not entail criminal charges. The written notice shall indicate, to the extent then known by the employer:
  1. The name of the person making the complaint or the victim of the alleged wrongdoing, unless, at the sole discretion of the Employer, it would substantially impede the investigation or adversely affect any requested anonymity of the complainant;
  2. The dates (or time frame) of the alleged misconduct; and
  3. Description of the facts alleged by the complainant to constitute the misconduct.
- b. The employee shall be advised of the employee's right to have an employee representative present during any questioning and given a reasonable opportunity to obtain such representation. Wherever practicable, the employee shall be given 48 hours advance notice of the questioning.
- c. At the time a formal disciplinary investigatory interview is scheduled, in addition to being advised of the right to have a representative present, the employee shall be advised orally whether the allegation may result in a criminal prosecution and whether the employee is then considered to be a principal or witness. The employee shall be given sufficient pertinent information about the allegations to enable a reasonable person to identify the incident (if it in fact occurred), and to review his or her daily report, notes, official investigative report or otherwise refresh his or her memory regarding the matter.
- d. The interview shall be conducted at a reasonable hour, preferably, but not necessarily limited to, when the employee is on duty. If such questioning occurs during non-duty hours of the employee involved, the employee shall be considered to be on duty for the purposes of compensation.
- e. The employee, at his or her request, shall have the right to have an Association representative present during such interview. In such cases where such Association attendance is requested, the interview may be postponed for the purpose of securing an Association representative up to the afternoon of the day following the notification of interview.
- f. The presence of an Association representative will in no way, in and of itself, jeopardize either the employee's or the Association representative's continued employment.
- g. The supervisor or investigator is free to insist on hearing the employee's own account of the matter under investigation. The supervisor or investigator is not obligated to negotiate with the employee or the representative during the investigatory interview. The purpose of



the interview is to seek evidence or facts to support a decision. The supervisor or investigator is entitled to ask questions of the employee and to hear the employee's own uninterrupted answer.

- h. The Association representative's role at the investigatory interview is to consult with the employee and to observe the propriety of the interview and not to interrupt, interfere with, or otherwise obstruct the investigation. The Association representative shall be given the opportunity to assist the employee by asking questions to clarify the facts or to provide the names of other witnesses who possess knowledge of the facts.
- i. The employee under investigation shall be informed of the nature of the investigation prior to any questioning. If it is known that the employee is a witness only, he or she shall be so advised.
- j. The interview shall be for reasonable periods of time and time shall be permitted for personal necessities, provided that no period of continuous questioning shall exceed one hour without a ten-minute rest period, without the employee's consent.
- k. The employee shall not be subjected to abusive language, questioning by more than one supervisor or investigator at a time, or to threats or promises to induce an answer to any question.
- l. The employee's name, home address, or photograph shall not be given to the press or news media without the employee's express consent, and his or her name shall only be released upon the proffering of formal criminal charges.
- m. If a recording is made of the interview, the employee or representative authorized by the employee, shall have access to the recording or be given an exact copy thereof at any time upon reasonable request. If the employee's statement is reduced to writing, the employee or representative authorized by the employee shall be given an exact copy of said statement upon request.
- n. If any employee is represented by another employee who is on duty status that duty status shall continue until the interview is completed.
- o. In no event, except at the employee's request, will the interview take place at the employee's home.
- p. No interview conducted hereunder on behalf of the Employer shall be conducted by an employee in the bargaining unit.

It is not the purpose of this Section to prevent discussions between employees and their superiors with regard to work assignments or to require representation of the employee during the administration of "Affirmative Assistance" pursuant to Article 8 of the Discipline provisions of this Agreement or to require representation when the employee is interviewed



solely as a witness. Opportunity for Association representation shall, however, be provided upon request where either the employee reasonably believes he or she will be disciplined for his or her conduct, the supervisor or investigator believes that a reasonable basis for discipline may exist, or the supervisor or investigator has been directed to make a report or intends to make a report to a superior officer which could lead to discipline of the employee.

If, in the course of any routine inquiry, the supervisor or investigator forms a belief that a reasonable basis for discipline exists, he or she shall forthwith so inform the employee and permit the employee an opportunity to request the presence of an Association representative. In any instance where the supervisor or investigator advises the employee that his or her inquiries will not lead to discipline, no representation is required.

### Section 6. Criminal Investigation

In a criminal investigation interrogation, the employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation and, where applicable, he or she shall be informed of the name(s) of the complainant. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary. The employee shall have the same right to Association representation as an employee under disciplinary investigation or the right to representation by individual counsel; provided, however, that a criminal investigation and interrogation shall be conducted in the same manner and procedure, with the same constitutional and statutory safeguards, that all citizens under criminal investigation and interrogation are entitled to enjoy and exercise.

### Section 7. Conclusion of Investigation

Employees will be informed in writing when an investigation conducted under Section 5 of this Article has been completed and of the determination. Association representation is not required at any meeting where the sole purpose of the meeting is to inform an employee of a previously made decision to propose disciplinary action or to serve an employee with disciplinary action. Retention and use of records related to an investigation under Section 5 of this Agreement is governed by the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 *et seq.*

### Section 8. Written Memoranda

If there is a need for an inquiry into an employee's official actions or activities either as a principal or as a witness so that there will be a recording of facts for the protection of the employee or of the Department or to rebut, explain, or clarify any allegations, criticism, or complaints made against an employee the employee may be required and is expected to properly respond in a truthful and complete manner and, if requested, submit written memoranda detailing all necessary facts. However, in instances where the employee's conduct is under investigation, no employee shall be required to submit such report without first having the opportunity to confer with an Association representative.



## Section 9. Line-up

No employee shall be required as a condition of employment to stand in any line-up. This provision is not applicable where the employee is the subject of a criminal investigation.

## Section 10. Compulsory Statements (Garrity Rule)

If the matter under investigation could lead to criminal charges, but the departmental inquiry is not directed at obtaining inculpatory statements from an employee to be utilized in criminal proceedings against that employee, but is merely for the purpose of determining the employee's continued status with the Department, the employee shall be advised that the employee's constitutional rights prohibit coerced statements obtained under threat of discharge from use in subsequent criminal proceedings against him or her. When the Employer advises the employee that such statements given will not be used against him or her in any subsequent criminal proceedings, the employee shall also be advised that:

- a. The employee has the right to counsel or Association representation during questioning;
- b. The presence of counsel or an Association representative will in no way, in and of itself, jeopardize his or her continued employment;
- c. The employee is required to fully and truthfully answer the questions or be subject to discharge.

## Section 11. Denial of Representation

If an employee requests and is denied representation, when he or she is entitled to same, the employee may:

- a. Refuse to answer any questions or write any memorandum until representation is permitted. Such refusal shall not result in any separate disciplinary action against the employee.
- b. Respond to said questions. However, said responses may not thereafter be used against said employee in any proceedings without his or her consent, and shall not be part of any official file retained by the Employer.
- c. Take whatever other action or remedies are available under this Agreement.

## Section 12. Representation in Civil and Criminal Litigation

Whenever any civil action is commenced against any employee alleging negligence or other actionable conduct, if the employee was in the course of employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the Employer shall, at its option, pay for or engage or furnish the services of an attorney to advise the employee as to the claim and



to appear for and represent the employee in the action. No such legal services shall be required in connection with prosecution of a criminal suit against an employee. Nothing in this Section shall require the reimbursement of any employee or insurer for legal services to which the employee is entitled pursuant to any policy of insurance.

The Employer may also indemnify an employee for the payment of any judgment, settlement, reasonable attorney fees, or court costs where the employee is found to have committed an intentional tort, if the employee's intentional conduct occurred while fulfilling his or her necessary duties and functions and was carried out pursuant to a direct order of his or her supervisor, was conduct required by the direct order, or was conduct in keeping with well-established and approved past practices of the Department; provided, that the employee shall have the right to select counsel of his or her own choosing, with mutual agreement with the Employer.

If an employee is charged with a criminal offense in connection with the performance of his or her departmental work, it is an option of the Director to determine if legal counsel will be supplied.

### Section 13. Prohibited Discrimination

The parties agree that this Agreement shall be applied without unlawful discrimination as to race, color, national origin, religion, sex, sexual orientation, age, disability, political affiliation, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Claims that allege violation(s) of the Americans with Disabilities Act (ADA) may be processed through Step 3 of the grievance procedure provided in Article 9, without prejudicing the employee's right to file suit or other procedures established by law. Any other employee(s)' charges of employment discrimination shall be handled exclusively by and through the appropriate State or Federal agencies, or through appropriate judicial proceedings.

### Section 14. State/National Constitutional or Statutory Rights

Nothing contained in this Agreement shall deny any employee any right or benefit extended to him or her under the Constitution or any laws of the United States or the State of Michigan. Claims or assertions of such rights, however, shall not be brought under the grievance procedures set forth in this Agreement, except as provided in Section 13 above.

### Section 15. Political Activity

Employees covered by this Agreement shall have the same rights, privileges and immunities as all other citizens of the United States and of the State of Michigan, to engage in the political process, run for public office, or otherwise express his or her personal views so long as said activities are not engaged in during duty hours of the employee, do not interfere with the performance of all duties and functions or the operation of the Employer, do not utilize any equipment or facilities of the Employer, and are in keeping with the Constitution of the State of Michigan and Civil Service Commission regulations and requirements for all other State



employees.

### Section 16. Conduct Toward Superiors

Employees in the bargaining unit shall conduct themselves in an orderly and respectful manner when addressing their superior officers and shall, in return, receive fair and courteous treatment from their superiors.

### Section 17. Locker Searches

Lockers are for personal use only and employees shall not place any official police reports, documents or evidence in their lockers.

In the event an employee places a needed police report, documents or evidence in the employee's locker, the employee may be recalled, without compensation, to retrieve such report, document or evidence.

Except upon the showing of an imminent emergency (bomb threat, fire, et cetera), the lockers of employees may not be searched except:

- a. By authority of a validly issued search warrant;
- b. By written consent of employee.

There shall be no general searches of lockers under any guise, except as heretofore indicated, including the guise of general inspections of department premises.

Any evidence obtained by the Department in violation of this Section may not be used by the Department in any disciplinary action brought against any employee.

### Section 18. Limitation

Disciplinary action shall be proposed, and written notice to the employee provided, within 90 days of the occurrence or the Employer's knowledge of the occurrence giving rise to the disciplinary action, whichever occurs last, except that this limit shall be tolled during any periods of time that the employee is the subject of active criminal investigation or prosecution. However, nothing contained herein shall preclude the Employer from using such prior employee conduct during any disciplinary proceeding or from using such conduct to demonstrate a course of unsatisfactory performance or conduct.

Written notice of the proposed disciplinary action may be provided either (1) by personal service to the employee, (2) by sending the notice to the employee's State of Michigan email address and copying the Association, or (3) by mailing the notice to the employee at his or her address of record, by certified mail with return receipt requested, on or before the expiration of the above time limitation.



Should the certified mail receipt be returned without the employee's signature, the Employer shall provide personal service to the employee. However, so long as the notice was mailed as described above prior to the expiration of the 90-day time period, the Employer shall have met its notice obligation.

### Section 19. Complaints against Supervisors

In the event an employee has a complaint against a supervisor, where no other remedy is provided for by this Agreement, the employee may use any procedure provided by law.

### Section 20. Collection of Overpayment of Wages or Fringe Benefits

In the event an employee is overpaid wages or fringe benefits, the repayment liability of the employee shall not exceed six (6) months.

Persons who are required to make repayment will be given the option to make repayment by one or more of the following methods:

- a. A lump sum payment directly to the Employer or insurance carrier;
- b. A lump sum deduction from the immediately ensuing paycheck;
- c. A specified number of lump sum deductions from a corresponding number of immediately ensuing paychecks; or
- d. A combination of the above listed options

If legally permissible and without penalty to the employee or the Department, an employee may choose to substitute accrued annual leave credits and/or compensatory time earned for any of the above options. Such option to use accrued annual leave or compensatory time earned is subject to applicable tax laws and made available as soon as administratively feasible.

### Section 21. COBRA Coverage Payment Option

In the event an employee subject to an immediate suspension without pay as provided in Article 8, Part A, Section 3(d) is eligible for continuation of health care benefit at the employee's own expense, the employee may elect to utilize any combination of accrued annual leave credits or compensatory time selected by the employee to fulfill the COBRA premium obligations of the affected employee and his or her covered dependents if doing so is legally permissible and without penalty to the employee or the Department. Such use of accrued annual leave or compensatory time earned will be subject to applicable tax laws and made available as soon as administratively feasible.

This provision is also available to an employee on an approved education leave of absence under Article 28, Part A, subject to the same conditions above.





# Article 8: Discipline and Affirmative Assistance

## Part A. Discipline and Misconduct

### Section 1. Scope

The Employer will utilize disciplinary action only for just cause toward employees who engage in violations of the Code of Conduct. It is the intention of the Employer to utilize discipline by progression, when appropriate.

### Section 2. Definitions

- a. **Disciplinary Action.** Disciplinary action shall mean a written warning, written reprimand, suspension without pay, or discharge. For purposes of this Part, counseling, retraining, interim service ratings and demotions are not disciplinary action. Nothing in this Part is intended to preclude a supervisor from verbally discussing isolated instances of minor misconduct with an employee in lieu of administering disciplinary action.
- b. **Investigatory Leave.** Upon verbal notification followed within 24 hours by written delineation of the reasons, an employee may be placed upon investigatory leave with pay for up to 15 calendar days as a result of the Employer's reasonable belief that the employee participated in an event of significant consequence to the Department, the employee, or the public. Such investigatory leave with pay shall be for the purpose of investigating the event. At the time the verbal notification is given, an Association representative may be present if available, upon the employee's request. In the event an Association representative is not present, the Association shall forthwith be notified of the investigatory leave. Investigatory leave with pay shall create no negative inferences with reference to the affected employee, shall not be considered discipline, and is not subject to appeal.
- c. **Pay Forfeiture.** For the purposes of this Article, the forfeiture of pay for the period of any unexcused absence shall not constitute discipline; however, any order forfeiting pay shall be subject to the grievance procedures of Article 9.

### Section 3. Application

The various disciplinary actions are described as follows:



- a. *Written Warning.* A written warning delineates minor violation(s) of the Code of Conduct not involving a violation of law and advises the employee that official notice has been taken thereof and that further misconduct of a similar nature will subject the employee to further disciplinary action. A copy of all written warnings shall be given to the employee. If the employee believes the warning to be inaccurate or excusable due to mitigating circumstances and the employee does not choose to appeal pursuant to Section 5(a), or is not satisfied with the results of the appeal, the employee may submit a Statement of Response, consistent with the "Bullard-Plawecki Employee Right to Know Act," to his or her supervisor, which shall be attached to the Employer's copy of the written warning and destroyed at the same time as the written warning.
- b. *Written Reprimand.* A written reprimand includes the personal discussion accompanied by a written notice that delineates violation(s) of the Code of Conduct. Its purpose is to advise the employee that further misconduct may result in additional disciplinary action including discharge. A written reprimand may be accompanied by other compatible disciplinary steps. A copy of the reprimand shall be given to the employee and to the Association. An Association representative shall be present at the employee's request during the investigation, interrogation, and/or personal discussion of the written reprimand. If the employee believes the written reprimand to be inaccurate or that there are mitigating circumstances, and the employee does not choose to appeal pursuant to Section 5(a), or is not satisfied with the results of the appeal, the employee may submit a Statement of Response consistent with the "Bullard-Plawecki Employee Right to Know Act," to his or her supervisor, which shall be attached to the Employer's copy of the written reprimand and destroyed at the same time as the written reprimand.
- c. *Suspension or Discharge after Investigation.* If an investigation establishes just cause for disciplinary action, a suspension without pay not to exceed 30 calendar days or a discharge may be issued after a disciplinary conference. A copy of the statement of charges and a proposed penalty shall be given to the employee and contemporaneously to the Association at least ten calendar days before the conference. The notice shall advise the employee of his or her right to Association representation at the conference. Upon proper notice of the charges and the proposed penalty, the employee may, in writing, accept the discipline, in which event no conference shall be held and no appeal shall be taken. The employee may submit a written statement in response to the statement of charges.
- d. *Immediate Suspension without Pay.* When the Director or Acting Director forms a reasonable belief that an employee has committed a felony, as defined by the Michigan Penal Code, or in the event of a misdemeanor for which a warrant has been issued, he or she may suspend the employee without pay for such period as is required to reach a final determination through the procedures of this Agreement. If, after a final determination is reached through the procedures of this Agreement, the employee is exonerated or the penalty is reduced to less than the time already served, the employee shall receive all appropriate back pay and other benefits lost during the period of suspension, including



full status and seniority. If the employee is issued a disciplinary suspension, the time served on the immediate suspension without pay shall be credited to the employee's disciplinary suspension. In the event criminal charges are brought against the employee, at the employee's written request, the holding of a disciplinary conference shall be postponed until after final adjudication of the criminal proceedings. When an employee has been suspended without pay based upon the Director's belief that he or she has committed a felony as described above, the employee shall be restored to full pay status within 20 calendar days from the date of the suspension unless and until the employee is formally charged or a warrant has been issued for the employee's arrest.

#### Section 4. Association Participation

Whenever the Employer and the employee mutually request or the employee requests assistance from the Association in helping work with an employee who may have engaged in conduct for which the employee may be, or has been disciplined, the Association shall cooperate in rendering necessary assistance.

#### Section 5. Grievances, Appeals, Discipline Conference and Arbitration

- a. *Written Warning or Written Reprimand.* If an employee believes that any written warning or written reprimand is unfair, unjust, or inaccurate, the employee may appeal within 15 calendar days after notification in writing to their District or Division Commander who shall promptly schedule a Discipline Panel pursuant to Section 6. The decision of the Discipline Panel shall be final.
- b. *Suspension or Discharge.* Upon receipt of written notice of the reasons for a suspension without pay or discharge, an employee may file a grievance pursuant to Article 9 of this Agreement, commencing at Step 3.
- c. *Imposition of Discipline.* Except as provided in Section 3(d) of this Article, no suspension shall be invoked against any employee who has not accepted the discipline until 60 days following the discipline conference. An employee discharged following a discipline conference shall remain in pay status for purposes of base wages for a period of 60 calendar days following the discipline conference and insurances until conclusion of the grievance process as provided for in Article 9. At the end of the 60-day period, a discharged employee shall be paid for their annual leave credits (excluding BLT hours) and compensatory time following their written request.
- d. *Suspension Day.* Consistent with past practice, the parties agree that for the purposes of implementing suspensions, a suspension "day" is understood as consisting of eight hours regardless of the length of workday to which the affected employee is assigned, and that suspensions of five days or more will be construed as calendar days. The employer has the option of placing an affected employee on an eight-hour workday schedule for any pay period in which a suspension will be imposed.



## Section 6. Discipline Panel\*

The Discipline Panel shall consist of two command officers designated by the District or Division Commander, the District or Regional Association representative and the employee's Post or Unit representative. If any of the aforementioned members are personally involved in the proposed discipline, that member shall be replaced by a person in an equivalent position at the adjacent District, Post, Unit, or Region. The proceedings shall be conducted with decorum, but shall be informal; however, basic standards of due process and fairness shall apply. If a majority of the Discipline Panel is unable to agree with reference to a written warning or written reprimand appeal, the discipline imposed shall stand. All employees participating as panelists, the affected employee, the employee representative, and witnesses in a Discipline Panel proceeding shall serve or appear without loss of time, pay, or benefits.

\*See Appendix A for clarification of pay status for Discipline Panel Members.

## Section 7. Disciplinary Conference

Whenever the Employer determines that disciplinary action may be appropriate, a disciplinary conference shall be scheduled with the employee and, if requested by the employee, an Association representative. The Employer's representative at the disciplinary conference will be a Human Resources representative and an employee at the rank of Inspector or above. At the conference, the response of the employee to the charges, including the employee's own explanation of an incident, if not previously obtained, mitigating circumstances, and the employee's response to action intended or recommended shall be received by the Employer.

## Section 8. Arbitral Review

Only the Association has the right to request that a discipline case proceed to arbitration.

If the arbitrator reduces the suspension to less than the time already served, the employee shall receive all appropriate back pay and other benefits lost during the period of suspension, including full status and seniority.

If the arbitrator reinstates an employee after discharge, the employee shall receive back pay and other benefits lost during the period of discharge, including status and seniority, consistent with the arbitration award.

## Section 9. Time Limits

All time limits throughout this Article must be complied with except that upon mutual agreement or good cause shown in writing, they may be extended. However, such extension cannot be more than twice the original time limit.

## Section 10. Removal of Pass Days or Forfeiture of Annual Leave

An employee may, upon agreement with the Employer, elect to work without pay on pass days in place of suspension without pay for acts of misconduct, up to a maximum of one pass day per 28-day work period, or forfeit accrued annual leave or compensatory time credits in lieu of



serving some or all the suspension time. Except for employees with more than 23 years of credited service (including up to two years of credited military service), the Employer may elect to require an employee on an alternative work schedule to forfeit accrued annual leave or compensatory time credits in lieu of serving some or all the suspension time. The employee shall determine the combination of annual leave and compensatory time to be forfeited.

Notification of such action shall not require the presence of an Association representative; however, the employee shall have the right to consult with an Association representative prior to making his or her election. Where agreement is reached prior to hearing, no hearing shall be held.

### Section 11. Time Limits for Retention of Written Warnings/Written Reprimands

All written warnings shall be destroyed within one year and written reprimands within two years of the date of issuance unless the employee receives further disciplinary action for misconduct of a similar nature. A written warning or written reprimand may be destroyed earlier if the supervisor believes the employee's improvement warrants earlier destruction of the written warning or written reprimand.

After the time limit for retaining the written warning has expired, no reference to the written warning shall be made for purposes of unrelated discipline or selection process affecting the employee.

References to any investigatory suspension that does not lead to disciplinary action shall not be made a part of the employee's personnel file.

### Section 12. Limitation of Arbitral Review

No arbitrator shall have the authority to review or remove any written warning, or written reprimand.

## Part B. Affirmative Assistance – Counseling, Retraining, Interim Service Rating and Demotion

### Section 1. Scope

The Employer will utilize affirmative assistance to assist employees who are having difficulties performing their jobs satisfactorily or not responsibly fulfilling their employment obligations. Affirmative assistance is not to be considered as discipline.

### Section 2. Definition

Affirmative assistance means counseling (verbal and written), retraining, interim service Rating, and demotion.

### Section 3. Corrective Measures

In unsatisfactory job performance as opposed to misconduct, the Employer shall utilize



affirmative assistance measures. Such measures may include counseling (verbal or written), retraining, interim service rating, and demotion. If measures do not succeed, then the employee may be demoted or dismissed for cause. It is understood that each and every item of affirmative assistance need not be utilized when working with unsatisfactory performance. The circumstances of each case will determine the measures to be utilized. However, counseling or retraining must precede by 15 calendar days an interim service rating, and an interim service rating must precede termination or demotion.

#### Section 4. Application

The various affirmative assistance measures will be utilized progressively in the following order:

- a. Counseling. Verbal counseling includes the discussion of perceived improprieties in an employee's conduct or work. It also involves the explanation of Departmental expectations and analysis of the employee's work or conduct record in comparison therewith. No record of verbal counseling shall be placed in an employee personnel file. This, however, does not preclude a supervisor from referring to verbal counseling in the event a written counseling memo is issued. Written counseling means the discussion or explanation is reduced to writing with a copy submitted to the employee. Written counseling memos shall be removed from the employee's personnel file after six months unless, within that period, a retraining order, interim service rating or demotion is issued.
- b. Retraining. Retraining includes written counseling, and any or all of the following:
  1. The establishment of specific, written job performance criteria for the employee;
  2. The establishment of reasonable time limits to meet said criteria;
  3. The appointment of a fellow employee to assist the employee in meeting job performance criteria and monitoring his or her job performance;
  4. The requirement of attendance at any special schools or participation in any special programs designed to improve job knowledge, understanding and performance;
  5. Any other reasonable terms, conditions and criteria.
- c. Interim Service Rating (Written). This rating includes the personal discussion accompanied by a written summary, outlining unsatisfactory job performance by the employee, specifying improvement requirements, and setting a time limit of not less than 30 nor more than 180 calendar days by which time specified improvement must be made and job performance must be satisfactory. A copy of the rating shall be given to the employee and notice of it shall be given to the Association.
- d. Demotion. If, after receipt of an interim service rating, the employee has failed to meet



established job performance criteria, the employee may be demoted to a lower classification in which the employee previously exhibited satisfactory job performance.

- e. Termination of Employment. If, after receipt of an interim service rating, the employee has failed to meet specified improvement requirements within the time limits established or fails to meet established job performance criteria, the employee's service with the Employer may be terminated.

## Section 5. Association Participation

The employee may also utilize the assistance of the Association representative in any appeal, grievance proceeding required by Article 9 of this Agreement, or when the employee is given a written counseling, retraining order, interim service rating, or notice of demotion.

## Section 6. Appeals

- a. Counseling (Verbal/Written). No appeal. However, if the employee believes the written counseling is either inaccurate, unwarranted, or that there are mitigating circumstances, the employee shall, within ten calendar days, submit a Statement of Response to his or her supervisor, a copy of which shall be attached to the Employer's copy of the written counseling.
- b. Retraining. If the employee believes that the retraining order is either inaccurate, unwarranted, or that there are mitigating circumstances, or if he or she believes the retraining criteria are arbitrary, capricious, or unreasonable, he or she may, within ten calendar days, appeal in writing to the next level of supervision above the level that imposed the retraining. The party to whom the appeal is directed may confer with the employee and the supervisor imposing the retraining and may set aside, modify, or affirm the retraining order. The appeal shall be determined within ten calendar days. No further appeal shall be permitted.
- c. Interim Service Rating. If the employee believes the rating to be inaccurate, unwarranted, unfair, arbitrary, or capricious, or fails to consider mitigating circumstances, or that the time limits for compliance are unreasonable, the employee shall, within ten calendar days of issuance of the rating, (1) submit a Statement of Dissent answering and specifying each item in the rating that the employee disagrees with; and (2) appeal in writing to the next level of supervision above the level imposing the Interim Service Rating. The party to whom the appeal is directed shall confer with the employee and the supervisor imposing the Interim Service Rating and may set aside, modify, or affirm the Interim Service Rating within ten calendar days. If dissatisfied with the action of the person to whom the appeal is taken, the employee may, within ten calendar days, appeal to the Director. The Director or his or her designee shall respond within ten calendar days. No further appeal shall be permitted; however, the propriety of the Interim Service Rating may be an issue at any subsequent hearing if the employee is discharged or demoted.



- d. Demotion or Termination of Employment. Employees who have been demoted or terminated by reason of unsatisfactory performance may appeal by timely utilization of the grievance procedure commencing at Step 3 in a timely fashion.

### Section 7. Limitation on Arbitral Review

No arbitrator shall have the authority to review or remove any counseling (verbal or written), Retraining, or interim service rating. An arbitrator shall only consider prior counseling, retraining, or interim service ratings in an appeal of a demotion or termination.





# Article 9: Grievance Procedure

## Section 1. Grievance Defined

A grievance shall mean a complaint of violation, misapplication, or misinterpretation of this Agreement, a claim of unreasonable and arbitrary work order, or a claim that rules and regulations are not reasonable or involve discrimination in application, or a claim of discipline without just cause.

## Section 2. Filing a Grievance

Whenever an employee, or the Association acting on behalf of any employee or on behalf of all members of the Association, believes a cause for a grievance exists, the grievance procedure provided in this Article shall be followed. Whenever the grievance must be reduced to writing, the grievance shall be stated in clear and concise language making reference to the Article and Section of this Agreement which is alleged to have been violated or to the specific rule and regulation alleged to be unreasonable or misapplied and shall conform to the specifications provided in Section 5 below. Any grievance filed in writing shall be answered in writing.

## Section 3. Association Grievance

An Association grievance is defined as a grievance concerning a question which is not an employee or group grievance. An Association grievance shall start at Step 3 of the grievance procedure.

## Section 4. Group Grievance

A group grievance is defined as a grievance in which the complaints raised are the same with regard to more than one employee at one or more work locations. A group grievance that involves more than one work location shall start at Step 2 of the grievance procedure.

## Section 5. Grievance Content

Any employee, Association, or group grievance shall, when required to be in writing, specify:

- a. Name of grievant;
- b. Date of filing;
- c. Date of alleged violation;
- d. Synopsis of events and statements of facts in support of the grievance;
- e. List of known witnesses to alleged contract violation;
- f. Contract Article(s) and Section(s) allegedly violated or rules and regulations claimed to be unreasonable or misapplied; and
- g. Adjustment requested.



## Section 6. Presenting a Grievance

In processing any grievance, the following steps shall be observed, unless otherwise indicated in this agreement.

*Step 1: Immediate Supervisor.* An employee who has a grievance shall orally discuss it with his or her immediate supervisor within seven days of notice of a cause for grievance. For the purpose of this Section, neither Troopers nor Sergeants shall be considered immediate supervisors. The immediate supervisor shall have seven days from the date of discussion to orally inform the employee of his or her answers.

*Step 2: District or Division Commander.* If the grievance is not resolved at the first step and appeal is sought, the employee or the Association representative shall reduce the grievance to writing upon forms mutually agreed to by the Employer and the Association. The employee or the Association shall forward the grievance to the District or Division Commander within seven days of receipt of the answer of the immediate supervisor or, in case of an Association grievance or group grievance, within 14 days of the occurrence giving rise to the grievance.

Within seven days of receipt of the written grievance, a meeting may be held to discuss the grievance. The District or Division Commander, or his or her designee, shall, within 14 days from the date of receipt of the written grievance, present to the employee and the Association a written answer to the grievance.

*Step 3: Director or Designee.* If the written answer at the Step 2 does not resolve the grievance and the grievant believes the matter should be carried further, the grievant or the Association may, within seven days after the receipt of the written Step 2 answer, appeal the grievance to the Director or his or her designee. A meeting may be held to discuss the grievance. Within 14 days after receipt of the grievance at Step 3, a written answer to the grievance shall be presented or mailed to the grievant and the Association.

*Step 4: Arbitration.* In the event any employee, Association or group grievance is not resolved at Step 3, the grievance(s) may be referred to arbitration by the Association. Notice of any referral to arbitration must be within 14 days after the date the lower Step 3 answer was sent to the Association. The notice shall be in writing and served on the Employer by the Association in person, by mail, or by electronic means. Any grievance not answered by the Employer at the Step 3 level within 14 days may be referred to arbitration by the Association. However, if the Association seeks to proceed to arbitration on a discipline case under Article 8, Part A, Sections 5 and 7, the Association may begin the Grievance process at this Step.

Before the arbitration hearing, and upon the request of either party, the representatives of the parties shall confer to explore settlement possibilities, narrow the issue(s) for the arbitrator, identify the witness to be called in person or by telephone, identify exhibits, and otherwise facilitate the arbitration process.

The arbitration selection process shall be as follows: Within 30 days after execution of this Agreement and annually thereafter, the Association and Employer shall simultaneously exchange



the names of eight, bona fide labor arbitrators (who are members of the National Academy of arbitrators, or on the American Arbitration Association or Federal Mediation and Conciliation Service Rolls). Each party shall then have the right to strike five names from the other party's list. The six remaining names shall be the panel of arbitrators to be used in the event of any grievance-arbitration matter.

Only the Association may advance a grievance to arbitration. No individual employee or group of employees shall have the right to advance any grievance to arbitration without the express authority of the Association.

When the demand for arbitration is received by the Employer, representatives of the Association and Employer shall meet and select the arbitrator by blind draw or lottery—two of the six shall be drawn. The first name drawn will be the arbitrator and second name drawn is the alternate in the event the first arbitrator refuses or is unable to serve.

By letter jointly signed, the arbitrator will be requested to serve, provide dates for the hearing, and provide a copy of his or her fee schedule. Copies of the grievance, answer and the grievance-arbitration procedure shall accompany the letter.

Unless mutually agreed otherwise, arbitrations involving suspensions, demotions or discharges shall be held within 30 calendar days. In the event the selected arbitrator is unable to convene a hearing within 30 days, the parties shall seek alternate arbitrators from the panel who are able to convene a hearing within 30 days.

In light of the practical difficulty in scheduling arbitrations within 30 days as provided in the preceding paragraph, it is agreed that where (1) an employee has been discharged following a disciplinary conference, or where (2) an employee who was suspended without pay under Part A, Section 3d of Article 8 is no longer the subject of active criminal investigation or prosecution, the following procedure will be applied:

- a. Within 3 days of the disciplinary conference in (1) above or issuing a statement of charges proposing termination in (2) above, the parties shall select an arbitrator and an alternate as provided in this section.
- b. The Association will contact first the arbitrator then the alternate to determine if either can convene a hearing within 30 days and, if not, the earliest available dates for each. If the arbitrator or the alternate are scheduled for hearing on another non-discharge matter between the parties, the Association may elect to substitute the discharge case on that date and postpone hearing of the non-discharge matter to a later date.
- c. Upon confirming a hearing date, the Association will immediately notify the Employer of the date and location of the hearing and the parties will appear on the hearing date prepared to proceed. The Association will provide at least seven working days' notice of the hearing date.
- d. In the event that closing arguments are to be submitted in writing to the arbitrator



following the hearing, the parties stipulate to submission and exchange of the arguments within 15 days of the close of proofs or, if applicable, the receipt of the transcripts of the hearing.

The hearing and its decorum shall be in accordance with the American Arbitration Association rules unless otherwise provided in this Agreement, or mutually agreed upon. The parties may agree to submit several issues at the same time to arbitration, particularly if they are related to each other. Upon request, prior to a scheduled arbitration hearing, all documents or other materials not previously provided or exchanged which either party intends to use as evidence for their "case in chief" will be forwarded to the other party. The parties shall have the individual responsibility of placing in writing their assertions and claims and defining the issues.

The arbitrator shall hear the grievance in dispute and shall render a decision in writing within 30 days from the close of the hearing. The arbitrator's decision shall be submitted in writing, and if available in electronic format, and shall set forth the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Employer, the Association, and the employee(s) involved.

The arbitrator shall have no authority except to pass upon alleged violations of the expressed written provisions of this Agreement, the unreasonableness or misapplication of a rule or regulation, that a work order was unreasonable and arbitrary or involves discrimination in application, or a claim of suspension, discharge, or demotion without just cause.

The arbitrator shall have no power or authority to add to, subtract from, ignore, or modify any of the terms of this Agreement and shall not substitute his or her judgment for that of the Employer where the Employer is given discretion by the terms of this Agreement.

The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of either the Employer's or the employees' and the Association's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.

The arbitrator shall not render any decision which would require or permit an action in violation of the Constitution of the United States or the Constitution of the State of Michigan.

The arbitrator may take steps necessary to correct any abuse or to provide a fair resolution to the grievance or issues presented; however, the arbitrator is without authority to change or rewrite any provisions of the Agreement or insert his or her wisdom for that of the Employer or Association. The arbitrator shall have no authority to award back pay for a period of time of more than 30 days from the date the written grievance was filed, except in instances of demotion, suspension, or discharge.

There shall be no appeal of the decision of the arbitrator if made in accordance with the jurisdiction and authority conferred upon the arbitrator by this Agreement. However, any decision of the arbitrator, which a party fails to comply with, shall be enforceable by law.



## Section 7. Reprisals

There shall be no reprisals taken against a grievant, any party in interest to said grievance, an Association representative or officer, or against any witness or participant in the grievance procedure by reason of such participation by either the Employer or the Association.

## Section 8. Time Limits

The words "days" herein used shall mean calendar days. Time limits may be extended by the mutual agreement of the parties in writing. If an answer is not timely submitted, the grievant(s) or Association may take said grievance to the next step in the grievance procedure by so notifying the Employer.

## Section 9. Representation

The employee or group of employees shall have the right of Association representation or Association counsel upon request at each step of the grievance procedure. The Association shall be the exclusive representative of the employee in all matters pertaining to the enforcement of any rights of the employee under the provisions of this Article.

## Section 10. Cost of Proceedings

Except as provided in Article 8 and Appendix A for discipline cases, each party shall pay its own cost of arbitration procedures, including participants. The fee of the arbitrator, his or her travel expenses, the cost of any room or facilities, and the expenses of the arbitration, including filing fees, shall be borne by the party determined by the arbitrator to have been in the wrong, or the arbitrator may allocate the cost between the parties where neither party prevailed in whole. In the event of a pre-hearing settlement or an adjournment mutually agreed upon by the parties, any arbitrator's cancellation fee shall be borne equally by the parties. The expense of a stenographer or a transcript, if any, shall be borne by the party requesting it or equally among the parties requesting it, if more than one party requests.

## Section 11. Scope of Review

Wherever review is provided elsewhere in this Agreement (i.e., certain limited forms of disciplinary action, hardship and employee conduct transfers, probationary employees, and unfair labor practice charges), such review shall be exclusive and not appealable under any circumstances under this Article.

## Section 12. Promotions

All complaints and grievances with reference to promotions shall be governed by Civil Service rules, regulations, procedures, and appeal processes.





# Article 10: No Strike Clause

## Section 1. Prohibition of Strikes

No employee of the bargaining unit shall engage in a strike against the State of Michigan or any agency thereof. Any employee of the bargaining unit taking part in such strike shall be subject to discipline in accordance with the disciplinary procedures of this Agreement.

## Section 2. Cooperation of Association

Upon receipt of notice from the Employer, the Association hereby agrees that they shall meet with the Employer in order to clarify the request of Management and take positive measures to prevent or terminate any such violation by an employee or group of employees.

## Section 3. Presumption

For the purpose of this Article, any employees who are absent from work without permission or who abstain wholly or in part from full performance of their duties in the normal manner on the date or dates when a strike occurs and do not have advance approval for leave or produce evidence of illness for each day of absence shall be presumed to have engaged in such strike on such date or dates.

## Section 4. Definition of "Strike"

"Strike" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of duties or employment for the purpose of inducing or coercing a change in conditions of employment, compensation, or the rights, privileges, or obligations of employees.

## Section 5. Grievance Limitation

Grievances arising from the provisions of this Article shall be limited only to the issue of whether or not the employee did in fact participate in the strike.





# 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 a successfully completed recruit school, but becomes applicable after successful 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 includes all time served in the classification in the event the employee had more than one assignment in his or 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 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 be tolled for absences that result when the employee takes any of the following actions. (If subsequently reinstated or rehired, 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.):

- a. Quits or resigns.
- b. Retires [except as provided in Section 1(d)].
- c. Is absent without leave for a period of four 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 24 months, whichever occurs first.
- g. An employee who responds to notice of recall from layoff but does not immediately accept the recall position and is subsequently reinstated in the Department shall have his or 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 that 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 bumped to a position in the bargaining unit shall be credited with all accumulated departmental seniority. Credited service at the lieutenant 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 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 Agreement.

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:

- a. The employee shall not be entitled to the protections of the discipline provisions of this Agreement until 30 days after graduation from recruit school;
- b. The employee will not be entitled to shift trading rights until 90 days after graduation from recruit school;
- c. The Employer shall have discretion with reference to shift assignments and shift rotation until the employee has completed one year of service and is confirmed to work single officer patrol;
- d. Probationary Troopers who have completed one year of service and are confirmed to work single officer patrol shall be treated as in the same classification as non-probationary Troopers for contractual provisions that recognize classification as a factor;



- e. Probationary Troopers who have completed one year of service and are confirmed to work single officer patrol shall be allowed to apply to work supplemental employment in the same manner as non-probationary troopers;
- f. 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 80 hours in any two-week pay period shall not be considered as "on duty" time;
- g. 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

Not less than three written evaluations shall be prepared by the post commander or other assigned personnel summarizing job performance of all probationary employees at established intervals, which report shall be reviewed with the probationary employee. These evaluations 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 or her employment with the Department.

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

If the employee desires to contest this determination, he or she shall, within five calendar days of receipt of notice, file a request for a hearing with the Director. A hearing will be conducted within five calendar days by the Director or his or her designee. Within five calendar days of the conclusion of the hearing, the Director may either rescind or affirm termination, 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.





# Article 12: Layoff and Recall

## Section 1. Seniority Definitions

- a. Time in service seniority shall be defined pursuant to Article 11, Part A, Section 1 of the Agreement.
- b. Time in classification seniority shall be defined pursuant to Article 11, Part A, Section 1 of the Agreement. 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 the 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 or her current classification, except that time served in another classification shall not be counted.
- c. Time in rank seniority 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. Article 11, Part A, Section 2 shall apply to any employee who separated after July 1, 1980, for any of the conditions listed in that Section.
- e. Notwithstanding other sections of this Article pertaining to seniority in layoff and recall, the Employer may layoff, bump, and recall out of line seniority to continue or initiate a Civil Service Commission-approved selective certification.

## Section 2. Layoffs

In the event of a reduction in force, employees will be laid off in accordance with inverse order of seniority and qualifications as set forth in this Article. A layoff occurs when an employee actually leaves state employment or is demoted as a result of a position abolishment.

### a. *Layoff Rationale*

1. In the event the Department intends to utilize the layoff procedures provided for in this Article, the Department shall provide the Association with its written rationale as to why the layoff of bargaining unit employees is required.

Such rationale shall normally be provided at least 30 calendar days in advance of the expected date of layoffs, unless the Department could not reasonably have known at such time that layoffs would be required.



2. Such rationale shall include a plan of layoffs and such authoritative budgetary information in the Department's possession as is reasonably necessary to demonstrate that current or expected appropriations or allotments to Departmental accounts are or will be insufficient to sustain the current Departmental programs and workforce at their current or previously anticipated levels. In addition, the Department's rationale shall identify those efforts the Department has made, and will be making, to develop alternatives to avoid or minimize the extent and/or duration of unit employee layoffs.
3. Upon Association request, the Department will supply the Association with information and estimates in its possession regarding the cost reductions the Department is achieving or expects to achieve in non-personnel accounts, as well as cost reductions the Department expects to achieve through layoff of, or layoff avoidance programs for, other Departmental employees not within this bargaining unit.
4. The Association shall have the right to promptly respond to the Department's plan of layoffs and suggest alternatives to layoff or alternative layoff proposals. Such response may include the right to hold a special conference with the Director.

Nothing herein shall be construed to require the Employer to negotiate with the Association with respect to the layoff or retention of employees within or outside this bargaining unit, nor shall it be construed to restrict the Department's discretion to determine the nature and level of services to be provided, staffing levels within the Department, or to implement layoffs.

*b. Layoff Form to Employees*

When a reduction in force is anticipated, the Employer shall notify the Association and send to each employee who may be affected by the reduction a layoff-bumping preference form. This form is to be filled out and returned to the Employer within seven calendar days.

*c. Layoff Implementation*

Whenever the employer implements a reduction in force in the Department, the following policy shall apply:

1. For purposes of bumping, a vacant position which the Department intends to fill shall be considered the least senior position.
2. In order to exercise a bumping option, an employee must possess greater seniority than the employee to be bumped.
3. If the employee being laid off is a sergeant, the employee shall have the option of being laid off or bumping the least senior sergeant at the same work unit or facility (for the purposes of this Section, all work locations within a 15-mile radius from the physical location of assignment shall be considered one unit or facility), if any or if



none, may

bump the least senior sergeant within the Department. The employee shall bear all expenses related to any relocation caused by this bumping.

A laid off sergeant will exercise his or her option to bump another sergeant pursuant to Article 12, Section 1 of the Agreement by applying time in rank seniority among other sergeants.

4. Any least senior sergeant being bumped or laid off in accordance with Paragraph 3 above shall have the option of:
  - i. Being laid off;
  - ii. Bumping the least senior trooper in the work location; or
  - iii. Bumping the least senior sergeant in the state.

If no trooper is assigned in a unit or work location where sergeant(s) are scheduled for layoff, then such sergeant(s) may bump the least senior trooper within a radius of 15 miles from his or her unit location (from the physical location of assignment); and, if no troopers are located within 15 miles, he or she may bump the least senior trooper at the nearest post or work location, with the exception of Lansing area units. At such Lansing area units, the sergeant or sergeants being laid off shall have the option of bumping the least senior sergeant(s) in the Department or may bump the least senior trooper(s) at work locations within a 50- mile radius of the Headquarters location, provided that if this latter option is exercised, the Employer may proportionately determine the location or locations such sergeants will bump to.

A sergeant will exercise his or her option to bump a trooper, pursuant to this section of the Agreement, by applying time in service seniority. A trooper will exercise his or her option to bump a trooper, pursuant to this section of the Agreement, by applying time in service seniority.

5. When layoffs are made within the rank of trooper, the Employer will lay off the least senior trooper in the program component or work unit according to time in service seniority.
6. Any least senior trooper laid off or bumped in accordance with this Article shall have the option of:
  - i. Being laid off; or
  - ii. Bumping the least senior trooper in the Department. If the employee opts to utilize the



bumping provision, the Employer shall assign the employee to a position anywhere in the Department. Because the employee has no option to bump at his or her same location, the Employer shall bear all expenses related to any relocation as provided in Article 13.

7. Any employee bumping into the Michigan Intelligence Operations Center must have completed the specialized unit training within the last three years preceding the bump and have had former satisfactory experience in the job. Additionally, the employee must receive a Federal security "secret clearance" in order to remain in the section following the bump. The above "bump protection" shall not exceed eight bargaining unit employees in the section.
8. After reaching tentative conclusions in regard to the "bumping" moves, the Employer shall meet with the Association for review of the moves. The purpose is to receive input from the Association in order to make sure that, to the extent practical, the "bumping" moves are made in accord with this Agreement and to resolve any problems.
9. Whenever an employee has exercised an option to bump resulting in a relocation of more than 15 radius miles, the Employer may honor a request from another employee to voluntarily accept the relocation in lieu of the bumping employee. In those circumstances where such requests are honored, the Employer shall not be required to pay any relocation expenses. The decision to honor such voluntary requests is at the sole discretion of the Employer and is not grievable.

### Section 3. Position Exemptions

In regard to any kind of layoff or reduction, it is recognized the Employer may, in its sole discretion, exempt certain jobs from being "bumped" into unless the employee who is exercising the "bumping" option has former satisfactory experience in the job(s). However, the Employer may not exempt positions exceeding more than 50% of the total number of employees on layoff at any time. In no event may such exempt positions exceed 50 in total number. Notice exempting certain jobs from "bumping" must be stated by the Employer on the layoff-bumping preference form in order to be exempt from layoff. Employees in these specially-qualified jobs may be subject to layoff, in which event they have the same "bumping" options as other employees.

### Section 4. Limitations and Understandings

- a. During times of scheduled layoffs, it is understood that the following provisions apply to employees who remain employed and retain rank within the bargaining unit:
  1. During a layoff period, recall rights supersede the voluntary transfer process.
  2. Layoff-bumping shall not be used for promotional purposes.



3. Promotions of troopers currently serving in pattern positions are not prohibited.



4. Reassignments in accordance with Article 14 are not prohibited.
  5. Temporary assignments are not prohibited.
  6. Hardship transfers as provided for in Article 13, Section 4. A. and Employee Special Circumstance Transfers as provided for in Article 13, Section 5 are not prohibited.
  7. Any transfer that has been announced via an official Department publication prior to the time the Association receives notice of layoffs shall not be held in abeyance.
  8. The voluntary transfer process shall be held in abeyance until the layoff period terminates in accordance with Section 4. c. of this article.
- b. During a layoff period it is understood that the following provisions apply to employees who are demoted or become unemployed due to a layoff:
1. Statewide recall rights apply for purpose of re-employment into the bargaining unit or recall to the former rank.
  2. Once recalled into the bargaining unit, all other recall rights permitted under this Article shall apply. See Section 4. a. above.
  3. The hiring process is held in abeyance until the statewide recall list is exhausted.
  4. Only troopers who are laid off and become unemployed or sergeants who are demoted in rank or become unemployed shall have a statewide right of recall according to seniority as defined in Article 11, Part A, Section 1 of the Agreement, for a period of ten (10) years. Statewide recall rights are limited to two opportunities to exercise this right.
  5. Nothing in this section precludes the Employer from recalling an employee from the statewide recall list directly into a position which represents the employee's special, primary or secondary right of recall.
  6. When two or more employees who have been laid off and become unemployed are recalled at the same time, the Employer will notify the Association of the number of employees to be recalled and the locations to which recall will occur based on operational need. In seniority order, those employees shall first be offered their primary right of recall location if such location is one to which the Employer has notified the Association will be filled by recall. After the primary rights of recall within the group to be recalled have been exhausted, the remaining employees will be offered their secondary right of recall, if applicable and available from the locations to be filled. In the event an employee's primary right of recall and applicable secondary right of recall location are not available, employees will be offered



statewide recall based upon seniority. Seniority rights will apply if more than one employee being recalled is on the same recall list for the same location.

- c. A layoff period terminates when all employees who have left the Department have been offered the opportunity to return to the Department at their former rank and all employees who are reduced in rank have been offered the opportunity to return to their former rank.

### Section 5. Recall Notice

Employees being recalled shall be notified by a verifiable method of contact. Such methods may include e-mail, telephone, facsimile, in person, or US mail. If the contact is by US mail, it will be sent by certified or registered mail to the employee's last-known address of record. Within four business days from the date the contact was made by e-mail, telephone, facsimile, or in person, the employee must notify the Employer of his or her decision to accept the recall position. If the contact was made by US mail, the recalled employee must notify the Employer of his or her decision to accept the recall position within seven business days from the date the letter was postmarked.

For purposes of this section, "business days" shall be Monday through Friday, exclusive of state holidays.

Unless otherwise mutually agreed by the employee and the Employer, the employee shall report for duty in not less than seven days after notification to Human Resources, or shall report at such later date specified in the notice.

### Section 6. Recall Rights and Recall Procedure

- a. The recalling of laid off employees will be in the opposite order of layoffs (i.e., the most senior qualified employee shall be recalled first) as set forth below:

- 1. Trooper Recall

If the recall is to a trooper position, recall notice shall be sent to the most senior employee on layoff. Troopers are eligible for special, primary, secondary, and statewide recall rights. Recall rights shall be honored in the following order:

- i. Any trooper who was bumped or laid off will have a special right of recall (if applicable) to the identical position they vacated at the time of the reduction in force for a period of ten (10) years.
- ii. Any trooper who was bumped or laid off will have a primary right of recall according to seniority to the work location from which they were bumped or laid off for a period of ten (10) years. For the purposes of this section, a work location means the actual building the trooper was located in with the exception of Lansing where all locations within fifteen (15) radius miles of headquarters are defined as one work location.



- iii. Any trooper who was bumped or laid off may elect to designate up to four (4) additional work locations of their choice as secondary right of recall according to seniority for a period of ten (10) years.

## 2. Sergeant Recall

If the recall is to a sergeant position, recall notice shall be sent to the most senior sergeant on layoff. Sergeants are eligible for special, primary, secondary, and statewide recall rights. Recall rights shall be honored in the following order:

- i. Any sergeant who was bumped or laid off will have a special right of recall to the identical position they vacated at the time of the reduction in force for a period of ten (10) years.
  - ii. Any sergeant who was bumped or laid off will have a primary right of recall according to seniority to the work location from which they were bumped or laid off for a period of ten (10) years. For the purposes of this section, a work location means the actual building the employee was located in with the exception of Lansing where all locations within fifteen (15) radius miles of headquarters are defined as one work location.
  - iii. Any sergeant who was bumped or laid off may elect to designate up to four (4) additional work locations of their choice as secondary right of recall according to seniority for a period of ten (10) years.
- b. After reaching tentative conclusions in regard to a general recall, the Employer shall meet with the Association for review of the recall and moves. The purpose is to receive input from the Association in order to make sure that, to the extent practicable, the recalls and the moves are in keeping with Section 6. a. above and to resolve any problems.
  - c. It is understood that, except as otherwise provided herein, recalls within a class shall be by seniority.
  - d. The recalling of laid off employees will be according to the following procedure:
    - 1. If recalled to a position based on the special right of recall, the employee will be removed from the special, primary, and secondary recall lists. Any employee rejecting or failing to respond to a special right of recall will be removed from all recall lists.
    - 2. If recalled to a work location based on the primary right of recall, the employee will be removed from all secondary lists and the statewide list but will remain eligible for special right of recall (if applicable). Any employee rejecting or failing to respond to a primary right of recall will be removed from both the primary and secondary recall lists respectively.



3. If recalled to a designated secondary location, the employee will be removed from the statewide list but will remain eligible for recall to the remaining secondary locations (if any), the primary location, and any special right of recall position (if applicable). Any employee rejecting or failing to respond to a recall to a secondary right of recall location will be limited to a period of five (5) years eligibility from the time of layoff for both the primary right of recall location and any remaining secondary right of recall locations.
4. If recalled via the statewide list, the employee will be removed from the statewide list but will remain eligible for recall to secondary locations (if any), the primary location, and any special right of recall position (if applicable). Any employee rejecting or failing to respond to a statewide right of recall position, except for medical reasons, shall be placed on the bottom of the statewide recall list. Employees who reject or fail to respond to a second statewide recall shall be removed from the statewide recall list.
- e. An officer demoted from a supervisory position to a position in the bargaining unit shall be credited with all accumulated seniority in the enlisted ranks. Time spent above the rank of sergeant shall be added to the time spent at the rank of sergeant.

## Section 7. Recall Forfeiture

- a. Employees who became unemployed due to layoff and fail to timely respond to the recall notice or timely report for duty shall forfeit their employment rights and be removed from the employment rolls. For good cause shown, however, after establishment of valid reasons for untimely responding, an employee may continue on the recall list but shall have only future recall rights.
- b. Employees who became unemployed due to a layoff and refuse to accept a recall position, except for medical reasons, shall be placed on the bottom of the statewide recall list. Employees who reject a second recall shall be removed from the employment rolls.

## Section 8. Layoff/Recall Expenses

Employees exercising their "bumping" or recall option, except as provided in Section 2. c. 6. ii., shall bear all expenses involved in the relocation and no employee shall be required to relocate his or her residency during periods of layoff.

## Section 9. Leave Credits

- a. Upon layoff from the department, all accumulated leave credits, except compensatory time, shall be frozen. Upon recall from layoff, such frozen leave balances shall be re-credited to the employee.



- b. At the written request of the employee, any annual leave and/or deferred hours (Plan B) may be liquidated by lump sum cash payment by the department after the effective date of layoff.
- c. If the employee suffers a loss of seniority, pursuant to Article 11, Part A, Section 2 of the Agreement, any frozen leave balances will be paid to the employee as if the employee has separated from the department.

### Section 10. Grievance

The enforcement of this Article shall be by timely utilization of the grievance procedure of this Agreement.





# Article 13: Transfers and Relocation

## Section 1. General Departmental Transfers

The transfer of employees from one post, unit, or section to another shall be made solely for good cause and for the reasons and circumstances set forth in this Article.

## Section 2. First Assignment

The first assignment is the assignment of a probationary trooper from a recruit training status to an operational probationary duty status. Such assignments will be according to departmental findings of personnel requirements. Each employee shall also be subject to one mandatory transfer, at the discretion of the Employer, for up to three years after first assignment from recruit school. Except in cases of hardship, employees are not eligible for voluntary transfer during the first 12 months following their first assignment.

## Section 3. Transfer for Operational Requirements

Transfer for operational requirements may occur when the Director determines that any unit does not have sufficient or qualified personnel to effectively perform its mission. It may also occur when a new unit is established. These transfers will be made first by voluntary transfer, as described herein; and, if there are no employees who have requested the transfer location, then the transfer will be made by a mandatory transfer, as described herein.

- a. Trooper Transfers. As applied to troopers, transfers are lateral movements within classification from one post, unit, or section location to another post, unit, or section location of more than 15 road miles, except as provided in Article 15. However, for purposes of this Article, troopers requesting transfer from the Special Investigation Division (Detective Trooper Specialist) shall be considered to be in the same classification as Trooper E11.
- b. Sergeant Transfers. As applied to sergeants, transfers are lateral movements within rank from one post, unit, or section location to another post, unit, or section location of more than 15 road miles, except as provided in Article 15.

## Section 4. Voluntary Transfers

While the Employer retains the right to make transfers as an executive police command function, it will endeavor to make transfers via voluntary requests. Voluntary transfers include hardship transfers and transfer requests, as set forth herein. No employee shall have a right to transfer to a post, unit, or section where there would be a direct reporting relationship with an immediate family member, as defined in Article 31 a. 2.

- a. *Hardship Transfer*. A legitimate hardship transfer request to another post or section



location may be honored where the Transfer Review Board determines that a hardship exists. For the purposes of this subsection, hardship means a health condition of an employee or an employee's immediate family (defined as spouse, children, parents, or spouse's parents) requiring an employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the Director and clearly set forth the circumstances of the hardship. Upon receipt of the request, an investigation of the situation shall be conducted by an appropriate officer upon order of the Director. The investigator's findings shall be promptly submitted to the Transfer Review Board. Hardship transfer requests will be given first priority over other transfers. However, the Employer retains the right to determine the location to which the employee will be transferred if the Transfer Review Board determines a hardship exists.

- b. *Change in Hardship Status.* In the event that an employee's request for hardship is denied by the Transfer Review Board, he or she may request a new hearing only if the circumstances leading to the earlier hardship request have changed significantly. The employee may submit to the Transfer Review Board an interoffice correspondence detailing the changes as a subsequent request for consideration. The Transfer Review Board shall consider the new request and render a decision as to whether the matter should be scheduled for a new hearing. In the event that an employee's request for hardship transfer is initially granted and the circumstances leading to the hardship transfer change before the transfer is actually made, the Transfer Review Board reserves the right to revoke or remove the employee's priority status on the transfer roster.
- c. *Voluntary Transfer Requests.* Any employee desiring to be considered for transfer shall submit within 21 calendar days of the vacancy posting by electronic transmission or, if unavailable, a Transfer Request memorandum to the Department with copies to his or her post and division commander specifying his or her present post, rank, time in service, location(s) sought, and any qualifications the employee possesses. Employees shall have access to, and be allowed a reasonable time to review and respond to, the vacancy notice during scheduled work hours.

The Employer may exempt employees from transfer but it is understood that, in order to apply the exemption, the Employer will demonstrate that such exempted employee holds a key assignment.

Although the parties recognize that employees are generally eligible to request a voluntary transfer in response to a vacancy posting, the Employer shall have the right, not more than eight times each calendar year, to preemptorily fill a vacancy in any manner it chooses and, not more than eight times each calendar year, to withdraw a posted vacancy notice prior to the transfer of the employee when it would otherwise be required to transfer an employee pursuant to a posted vacancy.

The voluntary transfer process shall be applied in the following manner:



1. Trooper. When transfers are to be made (except as provided for special circumstances and hardships), the transfer shall be made on the basis of time in service seniority and qualification. Transfers within the Departmental Marine Services Team, Canine Unit, Emergency Support Team, Accident Reconstruction, Motorcycle Unit, and Cyber Section may be made on the basis of time in service seniority and qualification.
2. Sergeant. Any sergeant-level vacancy which the Employer intends to fill may be filled by a reassignment. However, if the Employer does not fill the vacancy by reassignment, the vacancy shall be filled first by a transfer (and not a promotion or other personnel move). Thereafter (or in the event that no sergeant has requested a transfer to this location), the Employer may then fill the new vacancy created by this transfer, in its discretion, by promotion, demotion, transfer, reassignment, return from leave of absence, or reinstatement. Any sergeant-level vacancy created by filling the latter vacancy other than one caused by the Employer's use of the transfer process shall be treated as a new vacancy for purposes of this Section if the Employer intends to fill it.
3. Exceptions to Sergeant Transfers. The following sergeant-level positions, when vacant, are not required to be filled by resort to the voluntary transfer process, but may be filled in any manner chosen by the Employer, consistent with regulations of the Department of Civil Service:
  - a) Special Application Position Employees
  - b) Training Division
  - c) Forensic Science Division
  - d) Aircraft Pilot
  - e) Canine Trainer/Handler
  - f) Marine Services Team
  - g) Emergency Support Team
  - h) The Prevention Services Section positions in the Grants and Community Services Division (Lansing)
  - i) The Traffic Services positions in the Special Operations Division (Lansing)
  - j) Cyber Section
- d. *Transfer Exception.* Once a voluntary transfer is requested, the selected employee, including an employee over the median seniority, is obligated to take the transfer regardless of any change in the employee's circumstances. However, the Employer has sole discretion to



make an exception to this obligation and the decision of the Employer in exercising this discretion is final and is not grievable. Should the Employer make an exception to this obligation, the Employer shall grant the transfer of the next most senior applicant for the vacancy.

- e. *Qualifications.* In order to be considered for a transfer, an employee must be qualified for the position as determined by the Michigan Department of Civil Service. Any and all grievances regarding the qualification of an employee shall be appealed through procedures established by the Michigan Department of Civil Service and not through the grievance procedure of this Agreement.
- f. *New Work Site.* If the Employer elects to move an existing work site from one location to another, bargaining unit members assigned to the original work site may be relocated to the new work site. The transfer process will apply only to the extent that the staffing at the new work site exceeds the staffing at the former work site. Eligibility for relocation expenses will be consistent with the provisions of Sections 12 through 17 of this Article.
- g. *Minimum Transfers Prior to Recruit School Graduations*
  - 1. The Department will make available a minimum number of voluntary Trooper transfer opportunities prior to the graduation of any recruit school. The minimum number of voluntary Trooper transfers will be 30% (rounded up) of the number of recruits expected to graduate after subtracting a 17% attrition rate from the number of recruits that physically reported to the training academy and are present on day 2.
  - 2. Transfer opportunities must be offered prior to the graduation of the recruit school. Locations to be offered are at the sole discretion of the Department.
  - 3. For a voluntary transfer granted under this section, the affected employee shall not be eligible for moving benefits defined under Sections 15, 16, and 17 of this Article.

## Section 5. Employee Special Circumstances Transfer

No transfer may occur for disciplinary reasons. However, transfers may occur when the Transfer Review Board determines that an employee's conduct or actions have had such an effect that continued assignment at his or her present unit will (1) be detrimental to the continued effective operation of that unit; (2) result in a loss of credibility for, or a tarnishing of the image of, the Department; or (3) hamper the employee in the effective performance of his or her duties. Either the Employer or the employee may request the Transfer Review Board to determine if such transfer is necessary. If the Transfer Review Board determines that a transfer is warranted, the Board shall determine the location from a list of up to four locations provided by the Employer and up to six locations provided by the employee. Although not a factor in the threshold determination of whether the transfer is warranted, the employee's seniority shall be the primary factor in determining the location of the employee's transfer. A lesser factor may be the Board's estimation of the employee's level of responsibility in necessitating the transfer. The Transfer Review Board shall have the authority to prohibit an employee from returning to the location



from which the employee was transferred for a period not to exceed three years following the decision of the Transfer Review Board.

### Section 6. Mandatory Transfer

Mandatory transfers may be made pursuant to Section 2, or from the seniority list at the post or unit or posts or units which the Director determines is in the best interest of the Agency, and shall be based on time in service seniority in inverse order (except for employees still serving their initial probationary period and employees with less than three years at their first post) subject to the frequency provisions of Sections 8 and 9, and the seniority provisions of Section 7.

### Section 7. Seniority

Except as provided in Section 4. d., employees with more than the median seniority (time in service for a trooper or time in rank for a sergeant) may decline any transfer offered. If an employee is offered a promotion and declines said promotion, the employee shall be removed from that employment list consistent with the rules of the Civil Service Commission.

### Section 8. Frequency

Except as provided in Section 9, an employee may not be required to transfer more than once in a four-year period. This four-year protection includes, but is not limited to, the following circumstances:

- a. The employee has received a hardship transfer.
- b. The employee was the subject of a mandatory transfer within the preceding four-year period.
- c. An employee is the subject of an Employee Conduct Transfer.

### Section 9. Exceptions

Exceptions to the four-year protection against mandatory transfers as listed in Section 8 include:

- a. In conjunction with any promotion or accepted specialist position;
- b. As to new employees with less than five years of continuous employment;
- c. By mutual agreement between the Employer and the employee. In this regard, the employee shall have the opportunity to consult with the Association and, if the employee declines, it shall not be held against him or her;
- d. Employee conduct transfers.

### Section 10. Transfer Review Board

There is hereby created within the Department a Transfer Review Board consisting of five enlisted members of the Department, two of whom shall be appointed by the Director, two of whom shall



be appointed by the Association, and the fifth member to be selected on the following basis: Annually, each party to this Agreement shall submit three names of enlisted personnel employed by the Department who are agreeable to serve fairly and impartially as the Chairperson of the Board. Each party will peremptorily strike two of the other party's names. The remaining two names shall then alternate as the Board Chairperson on cases brought before it.

- a. Written requests for a hardship transfer or employee conduct transfer shall be forwarded to the Human Resources Director who shall arrange for a Transfer Review Board meeting. The purpose of the Board is to investigate, review the claims, determine if an employee conduct transfer or hardship transfer is warranted, and to hear appeals on sergeant reassignments as provided in Article 14.
- b. It is understood that first assignments and transfers arising from promotions are not reviewable nor grievable matters. No employee conduct or hardship transfer shall become effective while an appeal to the Transfer Review Board remains unresolved. The determination of the Transfer Review Board regarding an employee conduct or hardship transfer shall be final and not subject to appeal through the grievance procedure.

### Section 11. Notice

Unless mutually agreed between the Employer and employee, no transfer except first assignments shall be made except as follows: Employees shall be notified of any transfer affecting that individual at least 21 calendar days, or 40 calendar days for a mandatory transfer, prior to the effective date of the transfer. If the operational needs of the Department require the employee to be at the new work location before the 21-day period expires, or 40 days for a mandatory transfer, that employee's transfer per diem expenses shall be extended by the same number of days the employee is directed to report earlier than 21 or 40 days as appropriate.

### Section 12. Relocation Policy

Employees who have completed their initial probationary period and who have commenced their first work assignment and who thereafter may be transferred or relocated shall be eligible for the benefits provided in Section 13 through Section 17 below, provided the employee is transferred or relocated more than 15 miles and moves his or her family residence more than 15 miles closer to the new work location. Except for employees covered by Section 13 of this Article, the Employer is not obligated to pay these benefits as a result of an employee's being granted a voluntary transfer if the employee was paid these benefits less than four years earlier as a result of a previous voluntary transfer.

### Section 13. Exceptions to Relocation Policy

The following personnel transactions would entitle the employee to benefits for that particular relocation during the four-year period referenced in Section 12, but would not abrogate or interrupt the duration of the four-year period in any way:

- a. Hardship Transfers (Section 4. a.).



- b. Employee Special Circumstances Transfers (Section 5).
- c. Mandatory Transfers (Section 6).
- d. Transfers or Relocations in conjunction with a selection or promotion.
- e. Assignments upon return from an unpaid leave of absence (under Article 28) when, due to the duration of the leave, the employee's work location is based on the operational needs of the Employer.
- f. Relocation of an existing work site (Section 4. f.).

#### Section 14. Moving Time

The transferred employee shall be allowed two days off on annual leave or compensatory time, for moving. An employee receiving a mandatory transfer shall be allowed two days off with pay for moving.

#### Section 15. Moving of Household Goods

All moves must be made by common carrier or by trailer or truck rented by the employee.

- a. *Common Carrier.* The Employer will pay:
  - 1. Transportation charges for actual weight up to a maximum of 14,000 pounds for normal household goods, including piano(s), organ(s), or freezer(s). The Employer will not pay for the transportation of articles that are not considered normal household goods, including, but not limited to; boats, snowmobiles, fence posts, cement blocks, et cetera.
  - 2. An allowance of up to \$600 for packing and/or unpacking.
  - 3. Storage charges for up to 60 calendar days of storage at either the origin or destination at a commercial storage facility approved by the Michigan Public Service Commission.
  - 4. Elevator or flight charges.
  - 5. Detroit area surcharges.
  - 6. Bridge tolls.
  - 7. The carrier will provide insurance against damage up to \$.60 per pound for the total weight of the shipment. The State will reimburse the employee for insurance costs not to exceed an additional \$.65 per pound of the total weight of the shipment.



- b. *Trailer or Truck.* In lieu of a common carrier, the Employer will pay for trailer or truck rental charges incurred where the employee chooses to move himself or herself.
- c. *Mobile Homes.* The state will pay the reasonable, actual cost for moving a mobile home if it is the employee's domicile plus a maximum \$500 allowance for blocking, unblocking, securing contents or expando units, and installing or removal of tires (on wheels) on or off the trailer. Removal or placement of skirting and utility connections will be paid by the State when accompanied by receipts. "Actual moving cost" includes only the transportation cost, escort service when required by a governmental unit, special lighting permits, tolls, or surcharges. "Actual moving cost" does not include the moving of oil tanks, out buildings, swing sets, etc. that cannot be dismantled and secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by negligence of the carrier and to contents up to a value of \$500. Additional excess valuation or hazard insurance may be purchased from the carrier at the expense of the employee.

The repair or replacement of equipment of the trailer, e.g., tires, axles, bearings, lights, et cetera are the responsibility of the owner.

### Section 16. Travel Allowance

The transferred employee will be allowed meal and lodging expense reimbursement, pursuant to Article 17, Part B, Reimbursable Expenses, for up to 60 days at the new work location or until such time as the employee changes residence, whichever is less. In computing days for expense reimbursement, a day is counted whenever expenses are incurred for a day spent at the new work location. Employees claiming a day of mileage are not entitled to meals or lodging for the same day. In cases of hardship in securing or occupying a new residence, the Employer may, as determined on an individual case-by-case basis, grant an extension of up to 60 days for lodging only. This extension must be immediately following the original 60 days of meal and lodging expense reimbursement.

Employees returning to their residence at their prior workstation during the 60-day period will not be reimbursed for meals during those days. Mileage charges for a personal car used in such commuting will be the actual mileage between the points at the approved private car rate not to exceed the amount which otherwise would be reimbursable for one day's meal.

An employee will be allowed standard travel allowances up to 60 days, including weekends and holidays, at the new workstation until such time as he or she changes residence.

### Section 17. Trip to Secure Housing

With the prior approval of the Employer, an employee and one additional family member will be allowed up to three round trips to a new work location for the purpose of securing housing. Travel, lodging and meal expense reimbursement will be covered up to a maximum of nine days, pursuant to Article 17, Part B, reimbursable expenses.





# Article 14: Reassignment

## Section 1. General

The Employer shall have the right, consistent with the regulations of the Civil Service Commission, to reassign employees to duties within their rank for the operating needs of the Department.

## Section 2. Relocations

Reassignments involving relocations of work location of more than 15 road miles shall be in accordance with Article 13, Transfers and Relocation, except for employees engaged in the Cooperative Force Concepts. Cooperative Force Concepts are identified by their formal structure by a written document establishing the concept and by the existence of a multi-agency controlling board that oversees the operation of the concept.

## Section 3. Explanation

Any employee reassigned shall be given a written explanation by his or her supervisor of the reason for the reassignment upon the employee's request.

## Section 4. Limited Appeal

If any employee believes the reassignment is without reasonable explanation or no explanation is given, the employee may request a conference with the appropriate District or Division Commander for the purpose of ascertaining the propriety of the reassignment directive. If any Sergeant believes his or her reassignment was arbitrary, without reasonable explanation, or if no explanation was given, the Sergeant may, within five workdays, appeal the reassignment to the Transfer Review Board. The Transfer Review Board may either affirm or rescind, but may not modify, the reassignment. The Transfer Review Board is the only appeal on the merits of a reassignment and their decision is not subject to appeal. However, other disputes arising from the implementation of this Article remain subject to the grievance procedure.

If there are no work sites within 15 miles, an employee can be reassigned to the employee's choice of any vacant position which the Employer intends to fill within 20 miles. If more than one employee selects the same vacant position, disputes will be resolved in favor of the senior employee(s).

## Section 5. Detective Trooper Reassignment

When a detective trooper specialist is being reassigned to a post work location as a trooper, the Employer may choose to offer additional posts for reassignment which have coverage areas that adjoin the post area in which the detective trooper's worksite was located or which adjoin the post area of the post to which the detective trooper would have otherwise normally been reassigned. The employee will also have the option to return to the post area he or she originally vacated to fill the Detective Trooper position.



If the detective trooper is offered more than one reassignment location, the detective trooper shall select the work site to which he or she reassigns to.

Troopers who are voluntarily reassigned under this section are not eligible for relocation expenses or benefits.





# Article 15: Alternate Work Sites

## Part A. Alternate Work Sites

### Section 1. Single Facility

When the Department establishes an alternate work site within a post area, the alternate work site and the post will be considered a single facility for purposes of overtime equalization, vacation selection, lay-off, and recall.

### Section 2. Exceptions

The alternate work site and the post shall be considered separate facilities for purposes of shift bidding, scheduling, activity levels, and analysis.

## Part B. Resident Troopers

### Section 1. Filling of Positions

Departmental Resident Trooper positions shall be filled according to the following procedure:

- a. The Department will have sole discretion in the identification and selection of locations where Resident Troopers positions are to be established.
- b. After a Resident Trooper position is established by the Department, the position will be filled consistent with the provisions of Article 13, Section 4, provided the employee meets the following prerequisites:
  1. Applicant must agree to drive the departmental vehicle provided and agree to live within 35 road miles of the assignment.
  2. Applicant must have at least two years in the Trooper classification prior to submitting an application for consideration.
  3. Applicant must not have been the subject of any disciplinary suspension, retraining order, or conditional service rating for two years prior to submitting an application for consideration.
  4. Applicant will be interviewed by representative(s) of the Employer to identify performance abilities characterized by independent action, mature decision making ability, sound judgment, and effective public relations skills.



## Section 2. Relocation Benefits

If any employee is required to relocate either by reassignment or transfer, such will be considered a transfer and the employee shall be entitled to all applicable contractually established relocation benefits.

## Part C. Detachments

### Section 1. General

The Department may require employees of the Field Services Bureau to report to a temporary work location within the post area but separate and apart from the post facility without regard to distance (hereinafter referred to as a "detachment"). The Department will have the sole discretion with regard to the establishment and abolishment of detachments within the post area.

### Section 2. Staffing

The Department will seek volunteers from the affected post to staff a detachment. If the number of volunteers exceeds the number of available positions, the volunteers will be assigned by seniority, as defined in Article 11. If the number of volunteers is not sufficient to staff the detachment, mandatory assignments will be made from the post in inverse order of seniority, but excluding probationary employees. Assignments will be made at least annually.

### Section 3. Official Work Station

The assignment to the detachment will not involve a change in the employee's official work location. Therefore:

- a. All personnel moves (transfers, reassignments, etc.) will be based on the post location.
- b. If the mandatory assignment of an employee to a detachment causes that employee to commute further than the commute to the post, the employee shall be compensated for the difference in mileage at the "in lieu of" rate in effect during the assignment. Employees assigned to detachments shall not be eligible for any additional reimbursable travel and per diem expenses as a result of this assignment.
- c. Consistent with the provisions of Article 16, the Department may provide vehicles to employees assigned to detachments.





# Article 16: Departmental Vehicles and Parking

## Part A. Use of Departmental Vehicles

### Section 1. General

It is understood that the assignment of departmental vehicles may be necessary for certain employees to properly perform their duties and functions. It is also understood that the use of such vehicles is limited to departmental business and does not include use for pleasure or personal use. The Employer has the sole prerogative of determining whether or not an employee is allowed the use of a departmental vehicle in traveling to or from his or her residence and workstation.

### Section 2. Mileage (pre-1988)

Employees not covered by Section 3, identified by the Employer as warranting the use of a departmental vehicle, shall not be allowed to drive a vehicle if his or her residence is more than 30 radius miles from the workstation.

### Section 3. Mileage (post-1988)

Employees assigned to a position on or after April 3, 1988, identified by the Employer as authorized the use of a departmental vehicle, shall not allowed to drive a vehicle if his or her residence is more than 20 miles from their location of assignment.

### Section 4. To and from Residence

Employees shall not be required to reimburse the Employer for miles driven either to or from his or her residence and workstation.

## Part B. Parking

The Employer shall furnish parking facilities for all State Police work locations where possible. Where no facilities can be furnished, employees shall utilize such free parking as is available. Where neither Employer furnished nor other free parking is available, employees shall be reimbursed for reasonable parking fees for the parking of their personal vehicle while on duty status.





# Article 17: Travel

## Part A. Travel Advances

It is agreed that travel advances may be given to employees who qualify and comply with the following provisions.

- a. For authorized travel out of state extending three days or more, the employee may elect to receive an advance of approximately 90% of monies to cover all anticipated, reimbursable expenses by submitting an out-of-state travel form approved by the appropriate Division Commander to the Budget and Financial Services Division.
- b. For authorized travel in state extending three days or more, the employee may elect to receive an advance of approximately 90% of monies to cover all anticipated, reimbursable expenses, by submitting a form approved by the appropriate Division Commander to the Budget and Financial Services Division.
- c. Employees who are in continual travel status may be authorized long-term advances in an amount to be determined by the Employer.
- d. To be eligible for the travel advance, the employee must submit a request detailing the anticipated expenses at least 14 calendar days, when practical, in advance of the date travel commences.

## Part B. Reimbursable Expenses – Travel and Meals

The Standardized State Travel Regulations, as from time to time adopted and promulgated by the Michigan Civil Service Commission, shall govern all reimbursable travel, meals, and lodging not otherwise specifically delineated in this Agreement.

For Cooperative Force Concepts, meal reimbursement shall be applicable when the employees are working outside of their specific work area (e.g., BAYANET, CMET, MET, TRI-COUNTY METRO, ETC.).

Reimbursement shall be actual expenses up to the maximum amount. Employees shall attach the receipt for any reimbursed meal to the request



## Part C. Mobilization – Meal Reimbursement

### Section 1. Mobilization

During an official mobilization, affected employees are entitled to expense reimbursement if: (1) they are restricted to the troubled area, (2) out of their Post area, or (3) confined to a particular area and are unable to obtain their meals in a customary manner.

### Section 2. Meals

The mobilization meal rate per meal shall be 1/3 of the total daily meal allowance then in effect.

### Section 3. Number of Meals

Not more than three meals per day will be reimbursed to an employee. When eligible employees' work time on an official mobilization is:

- a. Four hours or less, he or she shall be reimbursed for one meal;
- a. More than four but less than eight hours, he or she shall be reimbursed for two meals;
- b. Eight hours or more, he or she shall be reimbursed for three meals.

### Section 4. No Reimbursement

The Employer, or others, may furnish meals to the employees—free of charge—in which case there will be no reimbursement to the employees.

## Part D. Mackinac Island Detail

Members selected and assigned to work the annual Mackinac Island Detail shall be governed by the following:

- a. Members will be paid mileage to and from Mackinac Island only once during their stay. This is done for the first day they report to the island and the last day when they leave the island. Members will also be paid mileage when they leave Mackinac Island for court or as assigned by their post commander.
- b. Members are provided one book of ferry passes.
- c. Members will be paid the total daily meal allowance in effect with no receipt requirement for each full day or partial day they spend on the island, including pass days. Annual leave days and pass days used in conjunction with annual leave for days spent on the island are not reimbursable.



- d. Members are not paid for meals when they leave Mackinac Island except for court or as assigned by their post commander.

## Part E. State Fair Detail

Members selected and assigned to work the annual Michigan State Fair Detail will be paid the maximum reimbursement amount in effect with no receipt requirement for each meal the member is eligible for while assigned at the State Fair Detail.

## Part F. Receipt Requirement

As it pertains to the requirement for receipts as outlined in Part B of this article, it is agreed:

- a. Itemized receipts are not required.
- b. Employees may submit a credit card or debit card receipt.
- c. Reimbursement shall be for actual expenses, up to the per diem amount.
- d. Restaurant receipts should be dated the same day as the requested meal on the travel voucher. Restaurant receipts dated on any other day will not be eligible for reimbursement.
- e. In cases where grocery receipts are submitted, they should be dated no more than two days prior to the travel and should be for food and non-alcoholic beverages. If the grocery receipts are dated after the employee's requested meal or more than two days before the employee's travel, they will not be eligible for reimbursement.
- f. Appropriate tips on meals are eligible for reimbursement so long as the per diem amount allowed for reimbursement is not exceeded.
- g. If an employee is eligible for more than one meal in a day, the amount of each meal will be left to the discretion of the employee, as long as the total does not exceed the combined per diem cost for those eligible meals.
- h. Employees assigned to work the annual Michigan State Fair Detail or the Mackinac Island Detail, are not required to submit receipts for reimbursement.
- i. Alcohol is not a reimbursable expense.





# Article 18: Shift Information

## Part A. Shift Definition and Differential

### Section 1. Shift Definitions

An afternoon shift is one which is regularly scheduled to begin at or after 2 p.m., but before 8 p.m. A night shift is one which is regularly scheduled to begin at or after 8 p.m., but before 5 a.m. A day shift is one which begins at or after 5 a.m., but before 2 p.m.

### Section 2. Shift Premium

A premium of 5% above straight-time rates shall be paid for all straight time hours worked between 5:00 p.m. and 5:00 a.m. and for all hours worked during regularly scheduled afternoon and night shifts. When the supervisor agrees to a schedule change requested by the employee that causes the day shift to extend beyond 5:00 p.m. no shift differential will be paid. No shift differential will be paid to day shift employees on alternative schedules that start prior to 11:00 a.m.

### Section 3. Overtime

Shift differential premium of 5% of overtime rates will be paid for overtime hours worked between 5:00 p.m. and 5:00 a.m. or as an extension of regularly-scheduled afternoon and night shifts.

### Section 4. Leave Time

Shift differential premium will not be paid for leave time used.

### Section 5. Fringe Benefit Computation

All other fringe benefits will be based on straight-time rate of pay for the class involved.

### Section 6. Reassignment of Shift

Work requiring reassignment of employees from day shift or pass day to afternoon or night shifts will be paid shift premium as in the case of regularly assigned afternoon and night shifts.

### Section 7. Rounding

Hourly rates for shift differential premium payment will be rounded to the nearest cent.



## Part B. Uniformed Officers and Shift Rotation

### Section 1. Shift Rotation

- a. After the Employer has established staffing requirements and a shift rotation frequency for a work unit, employees at the work unit may, by majority vote, adopt a different shift rotation frequency that satisfies the Employer's staffing requirements. Election procedures shall be established by the Association.
- b. If the employees approve a different shift rotation frequency, the Employer shall implement that shift rotation for one year unless the Employer's staffing requirements change within the one-year period. If the Employer's staffing requirements materially change, employees may again exercise the option specified in subsection a. above.
- c. One year from the date of the implementation of an applicable rotation option, and annually thereafter, the employees shall be given the opportunity to change the rotation option by another vote.

### Section 2. Shift Bidding

- a. The Employer will permit employees who have more than one year of seniority to indicate a preference for shift assignments or relief shifts with each shift rotation at posts where the shift rotation is longer than 28 days. If more than one employee within a classification is to be assigned to a shift, the employer may establish different starting times within the shift and the employees will be permitted to indicate a preference for available starting times by seniority. This preference will be honored except as provided in Article 19, Section 2 a. or for good cause shown.
- b. Employees will normally be scheduled by seniority, except where operational requirements (including, but not limited to, court appearances, training, special details, special qualifications or training, affirmative assistance, and Canine Handlers) require the presence of a particular employee on a given shift. If the same work site establishes more than one shift length within a classification, the length of the shift to which an employee is assigned will be determined by seniority bid.
- c. In the event the Employer determines the need to assign an employee from one shift to another, the Employer shall first seek a volunteer. If there are not sufficient volunteers, employees shall be reassigned in order of lowest seniority (time in service for troopers and time in rank for sergeants) on the shift from which employees are to be reassigned.

## Part C. Shift Trade

### Section 1. When Permitted

By mutual agreement between the involved employees and the commanding officer of the post,



Section, or unit of assignment, employees may trade posted workdays and/or pass days. Approval for such trade shall be granted by the commanding officer, except for good cause shown.

### Section 2. Limited Appeal

An employee who feels that the commanding officer's refusal to permit a trade was not for good cause may only appeal the refusal to the next level of supervision.

### Section 3. Limitations

Nothing in this Article shall permit an employee to trade posted work days or pass days for the purpose of achieving any premium or overtime pay.

## Part D. Alternative Schedule Requests

### Section 1. Definition

When used in this agreement, the term "alternative schedule" means a biweekly work schedule of 80 hours or more that consists of no more than nine workdays, each of which is at least eight hours but not more than 12 hours in duration.

### Section 2. Mutual Commitment

During the negotiations for the 2002-05 agreement, the parties made a mutual commitment to experiment with and expand the use of alternative schedules.

### Section 3. Procedure and Application

Employees within each worksite may, by majority vote, request an alternative schedule if:

- a. Alternative schedules would not result in increased costs to Management;
- b. The provisions of the attached working agreement (Appendix B) are satisfied for the duration of the alternative schedules; and
- c. There is no adverse impact on the level of service.

Management shall respond in writing as soon as practicable to requests to institute or terminate alternative schedules for employees at a worksite. Whenever a request is denied, management's response shall include rationale for the denial. Any alternative schedule agreements that are approved may be reviewed by Management at least annually. Approval shall not be unreasonably withheld.

Failure to implement, or the termination of, alternative schedules at a worksite shall not be subject to the grievance procedure, although the Association may request a Special Conference under the provisions of Article 6.



The preceding paragraph notwithstanding, failure or refusal of the Employer to implement alternative schedules for non-specialist, uniformed employees at posts or teams as described in this part is grievable following a special conference.

Upon receiving a request for alternative schedules from uniformed employees within a classification at a post or team that meets the criteria noted above, the Employer will adopt or prepare biweekly work schedules for each classification that has requested alternative schedules such that at least 50% of the employees within the classification are scheduled for an alternative work schedule. The Employer may exclude "voluntary" specialists (e.g., canine handlers, community service troopers, aircraft pilots, etc.) from the provisions of this paragraph.

In the event that the alternative schedules adopted or prepared by the Employer utilize 12 hour workdays, the Employer will provide for at least 20% of the affected employees within the classification at the post or team to work 10-hour and/or 8-hour workday schedules except to any extent the Employer is willing to accommodate more employees who desire 12-hour workday scheduling.

Except as provided in the preceding paragraph for 12-hour workday schedules, nothing shall compel or prevent the Employer from accommodating employees who desire to remain on 8-hour workday schedules in a classification where the majority of employees have requested alternative schedules. Likewise, the Employer is neither compelled nor prevented from accommodating employees who desire alternative schedules in a classification where the majority of employees have not requested alternative schedules. All schedules provided, however, shall be assigned by seniority bid as provided in Part B of this Article.

Alternative schedules shall be implemented at posts or teams, or terminated at any worksite, as soon as practicable following a request; but management is not obligated to implement or terminate alternative schedules, if the alternative schedules for that classification at that worksite were implemented or terminated as result of a prior request in the preceding six months.

Nothing in this part precludes alternative schedules for specialists, non-uniformed employees, or uniformed employees that are not assigned to posts or teams. These employees shall continue to be governed by the applicable provisions of Article 19.





# Article 19: Scheduling, Overtime, and Compensatory Time

Section 1. Office of the Director, Administrative Services Bureau, Forensic Science Division, Special Operations Division, and Special Investigation Division District Special Investigation Sections, and Concept Team Employees Scheduling for Gaming Section employees in the Second District shall be governed by the provisions of Letter of Understanding #69, dated April 2, 2002.

These employees shall work an 80-hour biweekly pay period, with the following scheduling, recall, and overtime provisions:

- a. *Scheduling.* The Employer shall post a biweekly work schedule 72 hours prior to the start of the pay period. The Employer may make changes to the posted schedule up to 48 hours prior to the start of the pay period without the requirement to pay overtime, provided that the waiver of the overtime requirement shall apply only if the employee is contacted and advised of the change. The schedule shall consist of either a four, 10-hour continuous day or a five, eight-hour continuous day (excluding lunch period where applicable) schedule per week. The Employer, with the consent of a majority of the employees within the affected classification at a worksite, may also adopt an alternative schedule that may include, at the Employer's discretion, any combination of 8-hour, 9-hour, 10-hour, or 12-hour days such that one or more employee's schedule consists of 80 hours or more per biweekly pay period. A State Police Trooper 10 and E11 shall be considered the same classification for purposes of alternative work scheduling. The Employer may adjust or change the work schedule after the start of a pay period without the requirement to pay overtime under the following circumstances, provided the employee is advised of the change:
  1. The Employer may alter the starting time of the work shift up to one hour earlier or later once per pay period when work requires it.
  2. In cases of emergency (e.g. disasters, major crimes, or mobilizations).
  3. With concurrence of the employee(s) involved.
- b. *Overtime.* The Employer may require employees to work overtime. When this occurs, employees shall be paid the overtime rate established by this Agreement. All overtime must receive prior approval of the Employer.



## Section 2. Continuous Field Operations

Employees not covered by Section 1 shall work an 80-hour biweekly pay period.

- a. *Scheduling.* The Employer shall post a biweekly work schedule 72 hours prior to the start of the pay period. The Employer may make changes to the posted schedule up to 48 hours prior to the start of the pay period without the requirement to pay overtime, provided that the waiver of the overtime requirement shall apply only if the employee is contacted and advised of the change. The schedule shall consist of either an eight, 10-hour day or a 10, eight-hour schedule per pay period. The Employer, with the consent of a majority of the employees within the affected classification at a worksite, may also adopt an alternative schedule that may include, at the employer's discretion, any combination of 8 hour, 10 hour, or 12 hour days such that the schedule consists of 80 hours or more per biweekly pay period. Nothing contained herein prevents the scheduling of some employees at a work site to 10 hour days or other alternative schedules while other employees at the same location are scheduled for eight hour days, subject to the shift rotation and bidding provisions of Article 18, Part B. The Employer may adjust or change the work schedule after the start of a pay period without the requirement to pay overtime under the following circumstances, provided the employee is advised of the change:
1. The Employer may alter the starting time of the work shift up to one hour earlier or later once per pay period, when work requires it.
  2. In cases of emergency (e.g. disasters, major crimes, or mobilizations).
  3. With concurrence of the affected employee(s).
- b. *Overtime.* Overtime work may be required by the Employer and the employee shall receive compensation after 80 hours of straight time work and/or leave credits have been reached in the pay period or after eight hours in a 24-hour period, commencing at the start of a shift, at the overtime rate established by this Agreement, except as part of any employee approved scheduled shift rotation adopted pursuant to Article 18, Part B, Section 2, of this Agreement.

For an employee working an alternative schedule, scheduled hours that are worked after the first eight hours of each regularly scheduled shift or workday will not be counted when determining the extent, if any, to which the employee has worked more than eight hours in a 24-hour period.

The Employer may schedule an employee to work up to two eight-hour work shifts in a 24-hour period preceding or following training without the requirement to pay overtime, if the employee is a voluntary participant in a Department sponsored training program. Troopers accepted for voluntary programs (dog handlers, E.S. team, divers) or for training by virtue of their requests to participate in posted training opportunities shall be considered volunteers. This provision shall not exempt the Department from



responsibility for payment of overtime for all hours worked in excess of 80 hours in a pay period as provided in Section 3. a. below\*

\*See Appendix C for clarification of appropriate compensation for Departmental Canine Handlers.

### Section 3. Overtime

- a. Overtime at 1½ times the employee's regular hourly rate will be paid for all authorized hours worked, including paid leave time in excess of 80 hours during a pay period, or in excess of the scheduled or agreed upon hours in a work day. When overtime is accrued as a continuation of a regularly scheduled afternoon or midnight shift, shift differential shall be paid in addition to overtime for the hours worked pursuant to Article 18, Part A, of this Agreement.
- b. Overtime payment shall not be pyramided with holiday pay or other premium pay as set forth elsewhere in this Agreement. This provision shall not be construed to be inconsistent with the other provisions permitting compensatory time.
- c. Scheduled overtime shall be distributed among the employees of the work unit at the same classification on an equal basis.\* An employee who declines to work, with the Employer's approval, shall be counted as having worked in determining this equal share, except when scheduled overtime occurs during an employee's vacation. However, the Employer shall not be obligated to offer the overtime to an employee during a scheduled vacation period. Management shall maintain records of overtime worked by the employees and shall start a new record every October 1st. Employees who have an alternative work schedule for regularly scheduled work in excess of 80 hours per biweekly shall not have these additional hours recorded or considered for the purposes of scheduled overtime distribution. This Section shall be subject to the Grievance Procedures in Article 9.

\*See Appendix D for clarification of scheduled overtime distribution.

- d. Posted schedules will not be changed without the payment of overtime except where provided by this Agreement. If an employee is notified at least 12 hours prior to a posted work shift of a schedule change in that shift, the employee will only be entitled to work the rescheduled work hours and not the originally posted work hours.

If an employee is given less than 12 hours advance notice of a schedule change, the employee may be required to work the rescheduled work hours and the employee will be given the option of working the originally posted work hours. However, if the employee's schedule is changed without at least 12 hours advance notice, the employee may not be allowed to work the originally posted work hours if it would cause the employee to work more than 16 hours in any 24-hour period. Hours worked



outside of the posted work schedule shall be payable at 1½ times the employee's straight time rate of pay, except upon mutual agreement of the employee and Employer.

- e. The provisions of subsections 2. b. and 3. a. of this Article providing for overtime payment after 80 hours per pay period notwithstanding, an employee who is working certain types of alternative schedules that call for regularly scheduled work in excess of 80 hours per biweekly pay period (e.g., seven 12 hour workdays) may be paid at the straight-time rate for up to 84 regularly scheduled hours per biweekly pay period. Shift differential, when applicable, is also applied to these hours.
- f. When an employee who is scheduled for more than 80 hours as described in paragraph e, above, is on approved annual leave, utilizing compensatory time, or absent due to illness or injury or other reason under Article 31, Part A, up to four regularly scheduled hours in excess of 80 shall be uncompensated with no reduction in the employee's leave or compensatory time credits. Examples may be enumerated in a Letter of Understanding.

#### Section 4. Pass Days

Unless otherwise agreed to between the Employer and the affected employee(s), the Employer shall schedule at least two pass days consecutively, and pass days shall be scheduled on a weekend at least once every four weeks.

#### Section 5. Pay Periods

The biweekly pay periods as they existed on October 1, 2014, shall continue. Employees shall, except in emergencies, be paid within two weeks of the completion of a biweekly pay period.

#### Section 6. Compensatory Time

- a. The employee, with the approval of the Employer, may elect to receive compensatory time in lieu of overtime. Conversely, the Employer, with the approval of the employee, may assign employees to work for compensatory time. All compensatory time must receive prior approval of the Employer.
- b. Compensatory time shall be accumulated at the rate of 1½ times the actual hours worked. Employees may not accumulate more than 160 hours of compensatory time. Time in excess of the 160 hours of compensatory time maximum accumulation shall be paid at the overtime rate.
- c. When practicable, compensatory time shall be taken off within the same pay period or as soon thereafter as practicable and compensatory time shall be used by mutual agreement of the employee and the Employer. Whenever the employee has accumulated more than 160 hours of compensatory time, the employee shall use the



excess hours before annual leave, except where an employee at the annual leave cap would thereby lose annual leave.

- d. Subject to the limitation in Section 6. b. above, unused compensatory time of an employee who resigns, retires, or is dismissed shall be paid at the employee's current hourly base rate, or at the average base rate received during the last three years, whichever is higher. A maximum of 80 hours of unused compensatory time paid at the time of retirement shall be included in final average compensation.
- e. An employee who is to be appointed to an enlisted position outside of the bargaining unit shall be paid for unused compensatory time credits in excess of 80 hours at the employee's most recent hourly base rate within the bargaining unit, or at the average base rate received during the last three years, whichever is higher. A maximum of 80 hours of unused compensatory time can be retained by this employee.





# Article 20: Lunch Period

## Section 1. General

The normal work day for employees shall include a one-half hour lunch period. The intent of this Section is general, and not intended to guarantee any employee an uninterrupted lunch period where to do so would interfere with effective law enforcement or the administration of the law enforcement program. Neither shall it be construed and applied by Management without taking into consideration, on an individual case basis, the ability to obtain immediate service in a restaurant, the calling of an employee away from lunch for work reasons, or legitimate conditions which may prohibit the employee from complying with the one-half hour limit. A reasonable effort shall be made to offer desk sergeants lunch relief where the operations of the post would not be otherwise disrupted.

## Section 2. Exceptions

Section 1 does not apply to those employees assigned to training in an academic setting, either as a trainer or a trainee, for a period in excess of five hours.





# Article 21: Court Attendance – Recall/On-Call and Availability of Personnel

## Part A. Court Attendance – Recall/On-Call

### Section 1. Court-Time Pay

It is agreed that overtime shall be paid for the hours spent in court, including lunch hour, outside of the regular schedule as a result of a subpoena or notice issued pursuant to an employee's official on-duty actions where no fees are to be accepted by the employee. The recall provisions of Section 3 shall apply, if applicable.

### Section 2. Jury Duty, Witnesses, and Parties

Employees of the Department are, at times, sued or subpoenaed into court as witnesses in connection with both criminal and civil matters or summoned for jury duty. In such cases, the employee's duty status, witness fees, and defense shall be as follows:

#### a. Civil Case.

##### 1. On Duty.

- i. If an employee is subpoenaed as a witness in a civil case as the result of something he or she witnessed in connection with his or her departmental work, he or she will be considered as being on duty while appearing as such witness.
- ii. The Employer will pay the employee's expenses, but the witness fee and travel expense check received are to be turned over to the State in accordance with procedures outlined in the Official Orders.

##### 2. Not on Duty.

- i. If an employee is subpoenaed as a witness in a civil case as a result of something he or she witnessed other than in connection with his or her departmental work, the employee is not considered on duty while appearing as such witness. The employee is entitled to retain the witness fee and travel expense check.



b. Criminal Case.

1. If an employee is subpoenaed as a witness in a criminal case that was witnessed while on duty, he or she is considered on duty. The State will pay his or her expenses and no witness or mileage fees will be accepted by the employee.

The same procedure applies when an employee is subpoenaed into federal court as a witness in a criminal proceeding except that witness fees should be collected and forwarded to Headquarters through channels in the same manner as fees from subpoenas on civil matters.

2. If an employee is subpoenaed as a witness in a criminal case as a result of something he or she witnessed other than in connection with his or her departmental work, the employee is not considered on duty while appearing as such witness. The employee is entitled to retain the witness fee and travel expense check.

c. Jury Duty.

1. For any day on which an employee is required to report to court for jury duty, whether or not eventually impaneled on an actual case, the employee shall be entitled to administrative leave (release from a scheduled work shift without loss of straight time pay but without compensation for overtime or shift differential premium). The administrative leave may be taken for the scheduled work shift on which the majority of hours scheduled fall on the same calendar day on which the employee is required to report to court. However, to be eligible for administrative leave, the employee must comply with paragraph 2 below. As an alternative to administrative leave, the employee may elect to retain the jury duty pay and use accumulated annual leave or compensatory time or, upon approval of the supervisor, elect to work the regularly scheduled shift. When practicable, the Employer will attempt to schedule said employee, in accordance with Article 19 of this Agreement, to a day shift during the period of jury service. An employee who is scheduled for a day shift and is released from jury duty by the court shall be expected to notify their supervisor of their availability and shall return to work for the remainder of the scheduled work shift, unless authorized by the supervisor to be absent from the remainder of the work shift.

If an employee is not required to report for court, the employee shall report to the scheduled work shift. However, an employee who is scheduled for a night shift and is required by the court to remain immediately available for jury duty shall be entitled to administrative leave.

The employee shall not be entitled to administrative leave or compensation by the Employer if the employee is required to report to court for jury duty on a scheduled pass day.



2. In order to receive administrative leave for jury duty service, an employee must:
  - i. Promptly provide a copy of the jury duty summons to the supervisor.
  - ii. Notify the supervisor of the jury duty schedule on a daily basis at least two hours before the start of the employee's work shift.
  - iii. Certify in writing each day actually required by the court to report as a juror for which administrative leave is requested.
  - iv. Submit the jury duty paycheck stub as soon as it is received, together with reimbursement equal to the jury duty pay, to the supervisor.
3. Travel allowances paid to the employee by the court may be retained because they are not considered jury duty pay. Employees are not permitted to use a state-owned vehicle for travel connected with jury duty and will not be reimbursed by the Employer for travel expenses.

### Section 3. Recall

- a. Employees are entitled to recall pay at the rate of one-and-one-half their hourly straight-time rate if required to report for work after reporting off duty and before reporting for their next scheduled work shift. Employees recalled for court, prosecution conferences, or non-departmental administrative hearings shall be guaranteed a minimum of two hours of recall pay. Employees recalled to duty for any other reason shall be guaranteed a minimum of three hours of recall pay. If the period of recall exceeds the specified minimum hours, the employee shall be paid recall pay for hours actually worked. An employee who is required to report for work preceding his or her next scheduled work shift shall only receive recall pay for the hours actually worked preceding the scheduled work shift. Employees recalled to duty will perform only those duties which are normally assigned their rank or position.
- b. If an employee is on a paid absence day and is recalled to work on a holiday as defined in Article 33, Section 1, he or she shall receive a minimum of four hours overtime pay. If the recall time exceeds the four hours, the employee will receive overtime pay for the hours actually worked.
- c. Employees who respond to duty-related telephone calls during non-duty hours are paid, at the applicable rate, for actual time, in excess of six (6) minutes, necessary to respond.

### Section 4. On-Call

In order to provide coverage for services during off-duty hours, the Employer may require the assignment and scheduling of employees for on-call duty. The employee shall be notified of the reason for the on-call status and when the reason for the on-call status terminates, the employee



shall be promptly notified. An employee assigned to on-call duty shall be required to remain immediately available through reasonable, pre-established methods of communication to report for work within a reasonable period of time as determined by their supervisor and to perform normally assigned duties.

Employees assigned to on-call duty will be compensated at the rate of one hour of straight-time pay for each five hours of on-call duty, prorated for any portion of five hours.

Employees required to return to work while in scheduled on-call status will receive recall pay in accordance with Section 3, and no on-call compensation will be paid for the five-hour increment in which the recall occurred. Any time an employee is assigned to on-call duty, he or she shall receive a minimum of two hours straight-time pay.

When a member has received a subpoena or other notice of a scheduled hearing, the following procedures shall be adhered to:

- a. An employee will appear as directed by the notice of hearing unless the employee is placed on call by the notice of hearing or by the direction of the Employer.
- b. An employee who has been placed on call shall check on the status of the hearing as directed prior to appearing there.
- c. If an employee is notified by 6:00 p.m. on the day preceding the scheduled hearing date that the hearing has been canceled, the employee shall not be considered to be on call for that hearing.
- d. If an employee does not receive notice of the cancellation of a hearing by 6:00 p.m. on the day preceding the scheduled hearing date, the employee shall be considered on call. On call time shall commence at 8:00 a.m. on the day of the scheduled hearing and shall terminate when the employee is recalled for the hearing or notified that the on-call status is terminated.

## Part B. Availability of Personnel

Employees who are off-duty shall keep the Employer reasonably informed of their whereabouts when they are away from their normal place of residence in order to meet the Department's emergency staffing needs. This provision shall not be used by the Employer to circumvent the on-call compensation provision and is only intended to ensure a means of contacting an off-duty employee within a reasonable period of time.





# Article 22: Safety and Training

## Part A. Safety

### Section 1. Employer Responsibility

The Employer shall have the responsibility to maintain all equipment in a safe operating condition when furnished by the Employer for the use of the employee in the performance of his or her assigned duty. The Employer shall have the responsibility for ensuring adequate safety training and education of all employees.

### Section 2. Employee Responsibility

The employee shall be responsible for ongoing and continuous inspection of the equipment furnished in the regular course of its use by the employee and for making timely report of defects found. In the event any employee finds or alleges the equipment furnished by the Employer is unsafe for use in the performance of his or her assigned duties, the employee shall report the alleged equipment defect to his or her commanding officer or first available level of management supervision immediately but not later than by the end of the work shift upon which the alleged defect is discovered. Such report shall be reduced to writing at the end of the work shift.

### Section 3. Creation of Safety Committee

A safety committee comprised of three employees appointed by the Association and three officers appointed by the Employer shall be established for the purpose of conducting regular, periodic meetings as established by the committee in order to discuss and recommend safety procedures and to review all matters and past grievances with reference to safety items. The safety committee shall make recommendations to the Employer on all items of safety. Copies of the Safety Committee's reports and recommendations shall be furnished to the Association. Members of the Safety Committee may be called to testify in any grievance or arbitration proceeding arising out of a safety issue.

### Section 4. Grievances

All grievances and disagreements relating to this Article shall be instituted at the level above that to which the alleged safety matter was initially reported.

### Section 5. Participation on Safety Committee

Employees who participate as members of the safety committee shall be granted administrative leave.



## Part B. Training

### Section 1. Training Purposes

The Department shall foster and promote in-service training which, when applicable, will be equally offered to all employees. The selection of trainees shall be at the discretion of the Employer.

### Section 2. In-service Training

For all in-service training, the Employer agrees to adopt the following practice:

The Employer will post a notice at affected work locations or on the Department's intranet when a training program is to be offered. Such notice shall describe the necessary minimum prerequisites, if any, that an employee must possess in order to be considered for the training program. Within seven calendar days of the date the notice is posted, employees desiring to be considered for the training program shall submit a written memorandum to their supervisor expressing their desire to participate and describing the minimum prerequisite they possess.

The Employer will endeavor to select qualified applicants in a manner that will avoid any individual trooper or sergeant from receiving a disproportionate share of in-service training, although exact equality in the distribution of in-service training is not required.

### Section 3. Mandatory Training

Notwithstanding the paragraphs above, it is understood that the Employer may direct any employee to attend a training program if:

- a. The employee is placed on affirmative assistance, pursuant to Article 8, Part B, of the Collective Bargaining Agreement;
- b. The training program is a requirement of a specialized job function (e.g., canine handler, emergency services team, diver, etc.);
- c. The training involves recertification of present skills (e.g., Breathalyzer certification, first aid, firearms, etc.);
- d. The training program is intended to be offered to all employees performing the same job function within a work location or work unit; or
- e. No employees volunteer for participation in the training program, in which case assignments will be made in inverse order of seniority.

The Employer may establish necessary minimum prerequisites that employees must currently possess in order to be eligible for attendance at these training programs.



## Part C. Training and Related Travel

### Section 1. Training Days

Training days shall be considered administrative leave days for the purposes of time accounting.

### Section 2. Travel Time for Training.

Travel time for training shall be scheduled as paid overtime or regular, on-duty time at the Employer's option. The following formulas shall be utilized to calculate the amount of regular on-duty time, paid overtime, or compensatory time allotted to employees for travel to and from any training which is held outside of the employees work unit, location, or post area, but within the State of Michigan.

- a. If the combined training and travel, as calculated in Section 3. a. below, exceeds the employee's normal workday, the employee shall receive overtime or compensatory time pursuant to Article 19 of this Agreement.
- b. No employee can be required to remain on duty in excess of ten hours combined training, travel, and work on the first or last day of training. If combined training, travel, and work exceeds ten hours on the first and/or last day of training, the employee may be allowed sufficient time, as calculated in Section 3, to travel on the day preceding and/or the day following training. Emergency situations (disasters, major crimes, or mobilizations) may necessitate that the ten hours per day limit be exceeded.
- c. It is recognized that paragraph b. above may necessitate overnight lodging while en route.

### Section 3. Calculation and Utilization of Travel Time for Training

- a. Hours allotted for travel shall be calculated by dividing the number of miles between the employee's assigned work location and the training site by 50 and adding 15 minutes (coffee break) to each four hours of travel and one-half hour (lunch) to each eight hours of travel. Adjustments shall be made for inclement weather, the performance of police functions while en route, etc.
- b. After eight hours of travel, or combined training, work, and travel in one day, an employee may utilize overnight lodging subject to approval of the Employer. Such approval will not be unreasonably withheld.
- c. If an employee is scheduled on pass the day preceding or the day following training, and is otherwise entitled to travel on that day under these provisions, travel time shall be compensated by overtime or compensatory time pursuant to Article 19 of this Agreement.



#### Section 4. Safety Committee Training

Employees who are assigned to the Safety Committee will be provided with safety training without loss of pay or at the expense of the Employer, if applicable. Each day of training will be carried as a day of employment with full wages and benefits. Training sessions or meetings shall be scheduled by the Employer on an as needed basis.





# Article 23: Job Classifications and Evaluations, and Working Out of Class

## Part A. Job Classifications and Evaluations

### Section 1. Classifications

The Employer shall not institute any proceedings to effectuate change in any job classifications in the bargaining unit without a 30-day prior notice to the Association, and/or without holding a special conference thereon.

### Section 2. Job Evaluation

- a. It shall be required that every employee holding any job position that substantially deviates from the normally prescribed job duties of such employee's rank be required, within 90 days, to submit a reallocation evaluation to the Human Resources Division indicating any substantial additions or deletions to his or her job duties, including a recommendation that such job should or should not be reallocated to a higher job classification. Such reallocation evaluation shall be forwarded to the Michigan Department of Civil Service for action.
- b. It shall be the responsibility of the Department to identify such jobs as may fall within the previously mentioned guidelines. However, that shall not prevent the Association from locating and identifying such jobs to the Department. Upon such identification, an evaluation will be undertaken, including a complete job description to be submitted by the employee(s) filling such job position within a ten-day period and, at a minimum, two additional job status reports at 90-day intervals.
- c. For positions within the bargaining unit, if it is determined that a job position wherein the employee is regularly performing duties and responsibilities substantially greater than his or her normal job description requires a person of higher job classification, then the person presently holding the position shall be paid the appropriate compensation for the previous work performed and removed; and no employee within the bargaining unit holding a job position which is later reallocated to a higher classification within the bargaining unit shall be certified to the higher classification unless that employee is certified by the Civil Service Commission as qualified for the higher classification.



- d. For positions outside the bargaining unit, if it is determined that such job positions wherein the employee is regularly performing duties and responsibilities substantially greater than his or her normal job description, requires a person of a higher job classification, then the person presently holding the position shall be paid the appropriate compensation for the previous work performed. When the position is outside the bargaining unit (i.e., supervision), the employee shall be removed from the higher classification or may be advanced to the higher classification, if the employee is certified by the Civil Service Commission as qualified for the higher classification.
- e. Any and all grievances regarding the enforcement of this Part shall be appealed through procedures established by the Michigan Department of Civil Service and not through the grievance procedure of this Agreement.
- f. In the implementation of this Section, the parties encourage the Michigan Civil Service Commission to only certify employees who are within the promotional or certifiable range as qualified for any higher classification.

## Part B. Working Out of Classification

### Section 1. Rate of Pay

Should an employee be temporarily assigned by the Employer to perform substantially all of the duties and responsibilities of a higher rank for more than five consecutive work days, such employee shall then be paid the minimum rate presently paid to those employees working in the higher rank or ten cents per hour more than the employee's regular rate, whichever is higher, for any additional days in the higher rank for the balance of the assignment. However, this provision is not applicable to employees who are on voluntary light-duty assignment.

### Section 2. Temporarily Working out of Class

It is the intent of the Employer that persons will not regularly be worked out of class for less than five days, then replaced by another employee, and then worked for another less than five days. Working out of class is intended to be temporary. It is not the intent to have a permanent assignment filled temporarily by working employees out of class for less than five day periods for the purpose of avoiding payment at the higher rate.





# Article 24: Special Employment Matters

## Part A. Individual Activity Record

Employees in the bargaining unit shall not be the subject of any individual ticket or arrest activity record kept by Management unless the criteria for such record is published and distributed by Management to the individual(s) who are the subject(s) of the record.

## Part B. Unit Property Room

The responsibility for the administration of a program to ensure the security of all property with any Department of State Police property room shall not be assigned to any bargaining unit employee.

## Part C. Non-Police Work

Employees may be required to perform non-police functions such as maintenance, repair, and janitorial work when those functions have:

- a. Never been performed by a civilian at that work location;
- b. Normally been performed by a civilian at that work location, but the civilian is no longer employed for such work at that location; or
- c. Normally been performed by a civilian at that work location, but the civilian is currently on sick, annual, or other leave.

Such non-police functions shall be fairly apportioned among employees.

This does not preclude general housekeeping of the employee's work area and equipment.

## Part D. Patrol Car Staffing

### Section 1. Two-Officer Patrol Assignment

- a. Two officers will be assigned to each patrol car between the hours of midnight and 5:00 a.m., except in cases of extreme emergencies or mobilization.



- b. In addition to subsection a. above, when employees are assigned to work freeway patrol within the city limits of Detroit, Wayne County, two officers will be assigned to each patrol car during the rush hour traffic in the morning (from 7:30 a.m. to 9:00 a.m.) and in the afternoon (from 4:00 p.m. to 6:00 p.m.), Monday through Friday.

## Section 2. Single Officer Patrol

The Employer will continue the commitment of a minimum number of one-officer patrols to be deployed within the post area between dusk and midnight as follows:

- a. Three, one-officer patrols for post areas covering one or two counties;
- b. Four, one-officer patrols for post areas covering three or four counties;
- c. Five, one-officer patrols for post areas covering five counties.

In the event the Employer determines a post area will cover more than five counties, upon request, the parties agree to meet to determine any alternate one-officer patrol minimum for such post area.

The Employer will continue to train Troopers, Sergeants, and Emergency Dispatchers in the issues and techniques unique to single officer patrol.

If the aforementioned conditions cannot be met, the single officer patrol program at the affected work site(s) will be suspended until compliance is achieved.

Local work site commanders will work with regional and 911 central dispatch centers to facilitate the implementation of departmental dispatch policies.

## Section 3. Single Officer Patrol - Employee Voluntary Request

With regard to Sections 1. a. and 2 of this Part, nothing shall preclude an employee from voluntarily requesting deployment as a single officer patrol during the hours of midnight and 5:00 a.m., or between dusk and midnight when there are less than three patrols in the post area, provided that such a request is completely voluntary in each instance. An employee's request may be on an incidental basis or for a specific time frame. Although long-term schedule planning will be done with no expectation that an employee will request single officer patrol in such instances, it is understood that an employee may be required to honor a commitment to work single officer patrol that has already been incorporated into a posted bi-weekly schedule. An employee who has volunteered to work single officer patrol in the past has no obligation to continue to do so and no offer of overtime or other benefit will be contingent upon an employee being willing to volunteer under this provision. Accommodation of an employee's request will be at the discretion of the Employer.



## Part E. Undercover Officer Backup

### Section 1. Support and Equipment

Any employee who is actually working in an undercover assignment shall be provided adequate backup support and equipment. Adequate backup and equipment shall be determined by the involved employee and the Employer representative. The primary consideration in making this determination shall be the safety of the employee(s).

### Section 2. Disagreement

If the employee does not agree with the support and equipment provided by the Employer, he or she can refuse the assignment and the employee will not be subject to discipline or intimidation for such refusal.

## Part F. Officers on Extradition

### Section 1. Work Hours

Employees who leave the state for extradition or other purposes shall carry a normal scheduled workday during the period of their absence. If they are out of state and are not required to work on their regular pass day, they shall take their pass day at that location. If an employee is required to work on his or her pass day, it will be considered overtime.

### Section 2. Work in Excess of Shift

In the event of extraditions involving long distances where employees are required to work more than their scheduled shift, it shall be considered overtime or compensatory time, if applicable. The Employer must approve all overtime.

## Part G. Military Courtesy

### Section 1. General

All employees, shall render the military hand salute to command officers of the rank of First Lieutenant and above on the occasion of their first daily meeting within a departmental installation. Outside of departmental installations, the salute will be rendered only by departmental members in uniform to such command officers in uniform, except in the case of the Governor of the State and the Director of the Department, who shall receive this courtesy at all times.

### Section 2. Exceptions

Employees shall not be required to render military courtesies when they are meeting with command officers for purposes of negotiating contracts, representing employees on disciplinary matters, or other Association business.



## Part H. Residency

Employees in the bargaining unit shall live within the State of Michigan. However, employees are encouraged to live as near as possible to their work station.





# Article 25: Supplemental Employment

Supplemental employment is not encouraged but is permitted under the following conditions.

## Section 1. General

An employee, if desired, may hold a part-time job in addition to his or her regular full-time employment. This additional employment must in no way conflict with the employee's hours of work or interfere in any way with the satisfactory and impartial performance of his or her duties.

## Section 2. Regulated Persons or Organizations

Because the Department of State Police has statutorily imposed regulatory responsibilities, supplemental employment with persons or organizations engaged in work regulated by the Department is a potential conflict of interest and will not be permitted.

## Section 3. Prohibitions

While engaging in supplemental employment, an employee may not:

- a. Solicit supplemental employment business in the course of performing departmental work.
- b. Utilize departmental facilities, equipment, telephones, supplies, motor vehicles, or materials in their supplemental work.
- c. Perform law enforcement functions for agencies other than the Department.
- d. Accept compensation from attorneys actively engaged in criminal defense work, if the supplemental employment would be in any way related to said work.
- e. Accept supplemental employment involving any violations of State law or local ordinance or accept supplemental employment involving security.
- f. Use annual leave to permit the accomplishment of this supplemental employment, unless the annual leave covers the full tour of duty.
- g. Engage in more than 20 hours of supplemental employment in any scheduled work week (pass days excluded).

## Section 4. Notification

Notification of outside employment shall be given the Employer at least ten days before the commencement of said employment and prior to any changes in previously approved



supplemental employment. Approval or disapproval, with reasons therefore, will be given by the Employer within ten days after receipt of the notification, or prior to the anticipated commencement date, whichever occurs first. Notification shall be made on forms prescribed by the Department and shall include at least the following:

- a. The name and address of the Employer.
- b. The principal business of the Employer.
- c. The duties of the employee.

The employee shall resubmit a request to engage in supplemental employment annually.

### Section 5. Approval

The Employer may confer with the employee prior to such determination. Approval to engage in outside employment shall not be unreasonably withheld.

### Section 6. Grievances and Limitations

Disapproval by the Employer of supplemental employment shall be grievable. No employee in the bargaining unit shall be denied supplemental employment on the basis that the employment is improper if other enlisted personnel are permitted to engage in the same type of supplemental employment.





# Article 26: Duty Disabilities, Injuries and Damaged Personal Property

## Part A. Duty Disabilities/Injuries

### Section 1. Benefits

- a. In case of work-incapacitating injury or illness for which an employee is, or may be eligible for, work disability benefits under the Michigan Worker's Compensation Law and/or Michigan No-Fault Insurance Law, such employee may be allowed salary payment which, with his or her work disability benefits equals two-thirds of his or her regular salary or wage. Such salary payment shall not be made for more than two years from the date of injury or illness. Sick leave credits may be utilized only to the extent of the difference between such payment(s) and the employee's regular salary or wage up to a maximum of two years.
- b. The Employer shall grant full restoration of sick leave to an employee who is injured in the performance of his or her duties as a result of an assault by another party with a dangerous weapon, a high-speed chase of a motorist or felon, or an assault under riot conditions.
- c. The Employer may grant up to full restoration of sick leave to an employee who is injured when he or she is acting in the performance of his or her duties and there was no negligence on the employee's part. Claims for restoration shall be evaluated by the Safety Committee. In evaluating the claims, the Committee shall consider the following factors:
  1. The duty status of the employee;
  2. Necessity for the employee's actions;
  3. Any negligence on the employee's part;
  4. Degree of danger the employee encountered;
  5. Competence with which the employee performed;
  6. Whether the employee's actions were violations of Department policy or law;
  7. Duration of the injury and amount of sick leave used;



8. Any other pertinent factors.

The Committee shall make its recommendations to the Director regarding the validity of the claim and the amount of restoration, if any. The Director's decision regarding the restoration of sick leave shall be final and not subject to appeal through the grievance procedure.

## Section 2. Disability Retirement

Nothing herein is intended to hinder an employee, whose personal physician has declared the employee to be totally disabled, from exercising the employee's statutory rights (State and Federal) for receipt of disability retirement benefits. Retroactive disability payments covering any period for which the Employer made payments shall be payable to the Employer.

## Section 3. Limited Duty

- a. It is recognized that there are times when an employee has suffered injury or illness, but is physically able and job qualified to perform limited administrative duties and functions (i.e., limited duty) while recuperating from the injury or disability. Based exclusively on Management's judgment, which includes, but are not limited to, (1) need; (2) availability; (3) costs; and (4) physical limitations, such employees may be utilized for limited duty.
- b. The limited duty shall include, but is not limited to:
  1. Radio operator;
  2. LEIN operation;
  3. Desk assignment (operation);
  4. Report writing;
  5. Walk-in complaint taking;
  6. Filing;
  7. Case supervision;
  8. Assist court officer;
  9. Assist post detective (inside).
- c. Employees may qualify for limited duty consideration by: (1) presenting to the post or unit commander a physician's statement of physical ability to perform limited duty; or (2) as a result of a medical examination report by the Employer-designated physician.
- d. If an employee qualifies and is utilized by the Employer for limited duty, such employee



shall not normally wear a uniform, except when reasonably requested by his or her supervisor. In such cases, however, the employee shall not leave the building to travel to and from work in uniform.

- e. When an employee is taken off limited duty by his or her physician or the Employer-designated physician, he or she shall immediately notify his or her post or unit commander by presenting medical certification therefore.
- f. In order to assure and protect the Employer from any claims, the Association agrees that:
  - 1. No employee is guaranteed limited duty;
  - 2. The Employer does not have to engage in "make work" endeavors;
  - 3. The Employer's sole discretion is not subject to review; however, reasons for denial shall be stated in writing;
  - 4. This provision applies only to job-related injuries or disabilities and shall have no application to non-job-related injuries or disabilities. This does not mean, however, that employees who have suffered non-job-related injuries or disabilities are precluded or foreclosed from limited duty when circumstances may provide for such duty;
  - 5. The amount of pay shall be prorated based on the quality and amount of work and time;
  - 6. Limited duty may include part-time work.

#### Section 4. Processing Claims

The Employer and the employee recognize the stress placed upon survivors and dependents of disabled or deceased employees at the onset of disability or the period immediately following death. The Employer agrees to promptly gather and prepare necessary forms for processing of all benefits due the employee or survivor(s) and explain them to an appropriate representative of the employee at a time mutually agreeable. The Employer shall process them on behalf of the employee and family upon receipt of necessary supportive information required.

#### Section 5. Non-grievable Issue

Denial of "limited duty" shall not be subject to the grievance procedure.

### Part B. Damages to Personal Property

#### Section 1. Reports

All claims of damage or loss of personal articles by employees of \$500 or less shall be reported to the employee's commanding officer on forms provided by the Department within 72 hours of



knowledge of the claim. Such report shall include a written listing of the articles lost or damaged, value placed thereon, and a detailed description of the events or circumstances which caused the loss or damage.

### Section 2. Safety Committee

Claims as specified above shall be evaluated by the Safety Committee at its next regular meeting. The Safety Committee shall report its findings to the Director as concerns the legitimacy of the claim, and its recommendation as to the amount of reimbursement, if any, subject to the limitations set forth in Section 5.

### Section 3. Processing Claims

Claims of loss or damage of personal articles of more than \$500 and claims of employees dissatisfied with the decision of the Director in amounts of \$500 or less may be processed in accordance with the Michigan Court of Claims Act, MCLA 600.6401 *et seq.*

### Section 4. Types of Claims

All claims in the categories listed below shall be reviewed by the Safety Committee and forwarded through channels to the State Administrative Board with a recommendation as to the amount of reimbursement, if any.

- a. Claims of bargaining unit employees for damage to their personal vehicles in automobile accidents while being used instead of a State vehicle in the course of their employment.
- b. Claims of bargaining unit employees for damage to their personal vehicles for vandalism or by persons breaking or attempting to break into the vehicle to steal personal property therein and/or the theft of personal property therefrom while being used instead of a State vehicle in the course of employment.
- c. Claims of bargaining unit employees for destroyed or stolen eyeglasses in excess of the amount provided under the vision insurances provided State employees.
- d. Claims of bargaining unit employees for destroyed or stolen jewelry, including watches, bracelets, pins, rings, etc. in excess of \$50.00.
- e. Claims of bargaining unit employees for destroyed or stolen money in excess of \$100.00.

### Section 5. Non-grievable Issue

Denials of reimbursement shall not be appealable through the grievance procedure of this Agreement.





# Article 27: Health and Safety

## Part A. General Examinations

### Section 1. Medical Verification

The Employer may not require any employee to submit to any medical, psychiatric, or psychological examination, except as provided in Parts B and C of this Article and/or upon the following circumstances:

- a. The employee has been absent from work for more than four consecutive days because of claimed illness or where the employee has utilized ten days of sick leave in any three-month period. In such instances, the Department may only require the employee to provide a statement from his or her personal physician. In instances where the Employer reasonably believes that the sick leave is being abused, the Employer may require a medical report from a physician at any time.
- b. Where the employee submits any claim for extended sick leave disability benefits or workers' compensation. In said event, the Employer may rely upon the employee's personal physician's statement or may require the employee to submit to a medical examination by a competent physician at the Department's expense.
- c. As a part of a Department-wide periodic medical review program directed at all enlisted personnel conducted at the Department's expense. The Employer may not single out any employee or groups of employees for medical examinations under this clause. If the Department determines to undertake such a program of medical examinations for all employees, it shall do so only after consultation and agreement with the Association with reference to the procedures of such a program, the standards to be applied, the goals of the program, and the physicians to be utilized.

### Section 2. Psychological Studies

The Department shall not require any employee to participate in any psychological research program or study upon employees in the unit without the express written consent of the Association.

All such research, programs, or studies shall be conducted with the established professional standards of the psychological and psychiatric profession and their respective Code of Ethics.

All findings, proposals, or changes in departmental policy from these projects shall be submitted to both the Association and all employees who participated in such projects prior to any departmental, professional, or public publications.



No employee participating in any such research program shall be disciplined in any manner as a result of anything disclosed or observed about said employee as a result of participation in said study nor shall the identity of any individual employee participating in said study be revealed nor shall the fact of participation in said study or the results thereof be made a part of the employee's personnel file without the written consent of the employee.

### Section 3. Psychiatric/Psychological Examination

- a. No employee shall be required to undergo any psychiatric or psychological examination or be required to be subjected to psychological examination by psychologists retained or employed by the Department, except upon an assertion by the employee of disability for psychological reasons.
- b. The records and names of all employees who voluntarily choose to use the Department's psychological services shall remain strictly confidential, except as set forth in Subsection c. below. No information gained from the employee through consultation with the psychologist retained by the Department, nor any diagnosis or prognosis or other formal or informal opinions and views, shall be provided to personnel in the Department by the departmentally-retained or employed psychologist, except upon the specific written consent of the employee. A complete copy of all information provided to the Department, upon such written consent, shall simultaneously be provided to the employee.
- c. The exception referred to above in Subsection b. is where the Department retained or employed psychologist believes it to be in the best interests of the Department and employee that the employee receives additional psychiatric, psychological assistance, or both. In such situations, notice to the employee and the Human Resources Division of this recommendation may be made, limited to that recommendation. No additional information shall be provided to the Employer.
- d. It is the specific intent of this Section to encourage employees covered by the terms of this Agreement to freely and willingly utilize the services of the departmental psychologist to assist them in addressing personal and work-related stress situations. It is recognized that the objective of voluntarily obtaining assistance will be materially diminished and curtailed if such highly personal and subjective information is provided to the Employer. Department psychologists are not prevented from compiling statistical records or making general reports with reference to the types of problems and the needs of departmental employees, as long as copies of said reports are simultaneously provided to the Association. Said reports and recommendations shall in no way disclose the identity of the individual employees seeking treatment or consultation. It is recognized by both the Association and the Employer that violations of the provisions of this Section may result in liability to both the Employer and to the departmental psychologist and are also grievable.
- e. Nothing herein shall prevent the Employer and the Association from reaching any other and further agreement with reference to the utilization of psychological services for the benefit of



employees of the Department or from reaching agreement in the utilization of psychological services as an adjunct and supportive tool in the rehabilitation of an employee after an employee has been found guilty in departmental disciplinary proceedings.

- f. The departmental psychologist may not be called as a witness in any departmental disciplinary proceedings or grievance meeting to testify regarding discussions between the psychologist and employee, except upon the specific written request of the employee.
- g. Nothing herein shall prevent the Employer, after consultation with the employee, from requiring an employee to undergo psychiatric or psychological or medical examination or treatment when there is a reasonable belief that such examination or assistance is necessary for the continued employment of the employee or to assist in determining if such continued employment is appropriate. The employee shall be given the opportunity of conferring with the Association representative prior to said examination. However, such psychiatrist or psychologist or physician will be an "outsider," i.e., not Department-retained or employed personnel. All such costs shall be paid by the Employer and any medical findings or recommendations therefrom shall be provided to the Employer. Abuse of this provision by the Employer shall be grievable.
- h. Except for instances wherein discipline is imposed, and psychiatric or psychological medical evaluation is involved in the implementation of the discipline, no information or reference concerning psychological or psychiatric medical treatment or referral required under this Article shall be made a part of the employee's personnel file and in no event will such information be released or made public.

## Part B. Vision Screening Program

The Employer may implement the vision screening program established by Official Order #79, dated January 15, 1997 for all bargaining unit members who drive departmental vehicles, subject to the following provisions:

- a. The screening shall be conducted on departmental time at no expense to the employee. The cost of any subsequent professional eye care resulting from the identification of a vision problem shall be borne by the employee. Should a professional eye examination fail to support the existence of a vision problem identified in the screening program, the Employer will pay for such eye examination to the extent that it is not covered by vision insurance.
- b. The rights of an employee who fails the vision screening program under applicable provisions of state and federal disability laws shall not be diminished by these contract provisions.
- c. The Employer shall endeavor to accommodate an employee who fails the vision screening program to the extent that such accommodation is lawful, does not violate other provisions of



this contract or Civil Service Rules, and that it does not involuntarily subject the employee to any of the following:

1. A loss or reduction of wages;
  2. A loss or reduction of fringe benefits;
  3. A change in classification; or
  4. A change in work location.
- d. If the Employer is unable to accommodate an employee pursuant to the provisions of paragraph c., the employee and the Employer may exercise their rights under this Agreement, and in accordance with the provisions of the State Police Retirement Act, MCLA 38.1601 et seq., and Letter of Understanding #22 which took effect October 1, 1986. An employee who fails to meet the vision screening standards and who has less than ten years of credited service under the State Police Retirement Act (P.A. 182 of 1986) shall be treated by the Department of State Police as having 10.0 years of credited service for purposes of retirement. This provision shall not apply if the Department has accommodated such employee pursuant to this Part or where there is direct evidence that the employee's failure to meet the vision screening standards arose out of a non-duty occurrence.

## Part C. Drug and Alcohol Testing

The parties recognize that drug or alcohol abuse by an employee often contributes to less than satisfactory attendance and job performance and may needlessly endanger the safety and well-being of other employees and members of the general public. The parties also recognize the unique need for members of this bargaining unit as law enforcement officers to be in strict compliance with the law.

### Section 1. Employee Assistance Program

Employees who believe that they have developed an addiction to, dependence upon, or problem with alcohol are encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation, or referral by the Office of Behavioral Science. No employee will be disciplined as a result of any request for assistance under this section nor will any employee be disciplined as a result of any information disclosed by the employee during his or her efforts in the Employee Assistance Program. Requests for assistance shall be treated as confidential.

Rehabilitation itself is the responsibility of the employee. For employees enrolled in an approved treatment program, the Department shall approve the use of available leave credits (annual, sick, compensatory, or deferred hours) to cover the treatment period.



Upon authorization to return to work, the employee will be returned to active duty status in their former position.

## Section 2. Association Representation

The employee shall be advised of their right to Association consultation prior to a reasonable suspicion drug and/or alcohol test. This right shall not impede the timely testing of an employee who is required to be tested. The employee being tested may be given the opportunity to explain his or her behavior, action, or appearance. The employee's explanation, if provided, shall be documented.

An employee shall also have the right to Association consultation prior to post incident testing, so long as the test is not delayed more than two hours from the time of the incident giving rise to the testing.

## Section 3. Testing

- a. The Employer may require an employee to submit to urinalysis drug screening and/or breath alcohol testing (BAT) under the circumstances set forth below in subsections b. through h. All tests shall be conducted in a manner that reasonably protects employee confidentiality.

A bargaining unit employee shall not make the decision to test an employee under Part C of this Article.

Refusal to comply with an order to submit to urinalysis drug screening and/or breath alcohol testing given pursuant to the provisions of this Article shall constitute a basis for disciplinary action up to and including discharge.

- b. *Random Testing.* An employee may be selected at random from a pool comprised of all employees covered by this Agreement. No more than 15% of the number of employees in the pool may be randomly tested by urinalysis drug screening and breath alcohol test each calendar year.
- c. *Reasonable Suspicion Testing.* While on duty, an employee may be required to submit to urinalysis drug screening and/or breath alcohol testing based on reasonable suspicion. Reasonable suspicion is defined as objective, articulated, and specific facts which would support a reasonable, individualized suspicion that the employee is using or may have used drugs or alcohol in violation of this Agreement or a departmental work rule. By way of example only, reasonable suspicion may be based upon any of the following:
  1. Observable behavior or evidence of drug or alcohol use or the physical symptoms or appearance of being impaired, or under the influence of, a drug or alcohol.
  2. A report of on-duty or sufficiently recent off-duty drug or alcohol use provided by a credible source.



3. Evidence that an individual has tampered with a drug test or alcohol test during employment with the State of Michigan.
4. Evidence that an employee is involved in the use, unauthorized possession, sale, solicitation, or delivery of drugs, or unauthorized possession and/or use of alcohol while on duty, while on the Employer's premises, or while operating an official vehicle (or approved use of a personal vehicle), machinery, or equipment.

The basis of support for the reasonable suspicion drug screening and/or breath alcohol test will be documented by a supervisor trained in reasonable suspicion drug or alcohol testing criteria and approved by the employer designated drug and alcohol testing coordinator (DATC) or his or her designee. An employee shall be required to submit to a reasonable suspicion drug screening and/or breath alcohol test; the objective facts and/or information must be articulated and may include the person's appearance and behavior. The written documentation shall contain information that supports reasonable suspicion testing. At the conclusion of the employee's duty status, a copy of the documentation shall be given to the employee.

This supervisory alcohol documentation shall only be maintained in a confidential, sealed file in the Human Resources Division. When completed, this documentation shall be forwarded to the State Police Human Resources Director via first class mail marked personal and confidential. The employee's sealed file shall be destroyed if no further alcohol related event occurs within two years. This section does not preclude the Employer or employee access to the documentation for grievance, arbitration, legal hearings, or to administer this Article. No other copies of this documentation shall be made without the prior approval of the employee.

Employees who consume alcohol while on approved assigned duties are exempt from this alcohol testing. This does not prohibit the testing of employees who report to work where evidence of alcohol consumption is apparent.

Any urinalysis drug screening test which is confirmed "positive" by Gas Chromatography/Mass Spectrometry (GC/MS) or a superior testing technique along with specific facts and reasonable inferences drawn from those facts to establish reasonable suspicion that an employee did use, sell, solicit, dispense, or possess any controlled substance unlawfully shall constitute a basis for disciplinary action, up to and including discharge.

The parties recognize that controlled substance abuse may be the result of prolonged use of lawfully obtained controlled substances - singularly or in conjunction with other lawfully obtained controlled or uncontrolled substances. When controlled substance abuse appears to be the direct result of such lawful acquisition and use, treatment for the first instance that comes to the Department's attention (as opposed to disciplinary action) shall be pursued where there is no evidence of unlawful conduct.



- d. *First Alcohol Related Event.* Employees who report for duty and are suspected of having consumed alcohol shall be required to take a PBT. An employee whose PBT for a first alcohol related event is .02 or above may be subject to discipline. A test will not be considered positive unless it is .02 or above.

An employee who tests at .02 or above for alcohol use shall be relieved from duty and allowed to use available leave credits for the remainder of their shift.

Employees who test at .02 or above shall be required to complete an alcohol assessment and any recommended treatment program. Failure to complete the assessment and recommended treatment program shall also subject the employee to discipline.

- e. *Second or Subsequent Alcohol Related Event.* Should an employee have a second or subsequent alcohol related event within two years of the first alcohol related event, the Employer has the sole discretion to direct an employee to be assessed. The employee may be subject to disciplinary action for second or subsequent alcohol related events in accordance with this Agreement. An employee who has a second alcohol related event more than two years from the imposition of discipline shall have such event treated as a first event under subparagraph d. above.
- f. *Post Incident Testing.* If requested, an employee shall submit to a drug and/or breath alcohol test if there is evidence that the employee may have caused or contributed to a serious work related accident or incident. A serious work related accident or incident is defined as a duty related accident or incident resulting in death or serious personal injury requiring immediate medical treatment by licensed medical personnel that arises out of any of the following:
1. The operation of a motor vehicle,
  2. The discharge of a firearm,
  3. A physical confrontation, or
  4. The handling of dangerous or hazardous materials.
- g. *Access to a Controlled Substance.* An employee may be required to submit to urinalysis drug screening prior to, and preceding assignment from, any position in which an employee, due to the nature of his or her work assignment, routinely works with or has continuous access to any controlled substance(s).
- h. *Follow-Up Testing.* An employee shall submit to unscheduled follow-up drug and/or breath alcohol testing if, within the previous 24-month period, the employee entered into or completed a rehabilitation program for drug or alcohol abuse, failed or refused a pre-appointment drug test, or was disciplined for violating the provisions of this article and/or Employer work rules.



The Employer may require an employee who is subject to follow-up testing to submit to no more than six unscheduled drug or alcohol tests within any twelve-month period.

#### Section 4. Drug and Alcohol Testing Protocol and Definitions

The parties hereby adopt the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs dated April 30, 2010 as may be amended from time to time as the protocol and definitions for drug testing and the U.S. Department of Transportation Procedures for Transportation Workplace Drug and Alcohol Testing Programs for alcohol testing updated April 13, 2015 as may be amended from time to time for the alcohol testing protocol and definitions.

After adoption of the protocol and its implementation, the protocol shall not be subject to change except by mutual agreement of the parties.

#### Section 5. Review Committee for Drug and Alcohol Testing

A committee consisting of up to three representatives of the Association and up to three representatives of the Employer will meet upon request of either party to review testing data and discuss problems related to the administration of the testing program. The committee's recommendations, if any, will be submitted to the Employer for its consideration.

#### Section 6. Required Treatment

In the event of a positive drug and/or alcohol test, and in the event that a sanction less than discharge is imposed, the employee shall be referred to a substance abuse professional for assessment and, if necessary, treatment.

#### Section 7. Grievance Procedure

All actions made pursuant to alcohol testing shall be subject to a "just cause" standard, and to the parties' grievance and arbitration procedure.

#### Section 8. Association Held Harmless

The Employer agrees to hold the Association and its members harmless from any lawsuit claiming that the Employer violated any laws, regulations, or worker's rights in the implementation or administration of this drug testing program. This provision is not intended to supersede any state or federal law. This provision excludes any claims that an employee may bring relating to the Association's duties or obligation owed to its members.

### Part D. Physical Fitness Testing

#### Section 1. Mandatory Standard

In an effort to promote general health and physical fitness, the Department may impose a mandatory fitness standard for bargaining unit members, subject to the limitations set forth herein. In no case shall the Department's fitness requirement exceed the standard contained in Appendix F of this Agreement. The standard shall not include age or gender grading or any special consideration based on illegal criteria. An employee cannot be required to participate



more than once per calendar year. The standard shall not be changed during the life of the agreement, except by mutual agreement of the parties.

## Section 2. Exemptions

An employee shall be exempt from the mandatory fitness test if:

1. The employee provides the employer with a current physician's statement (within the last six months) documenting medical reasons why the employee cannot participate.
2. The employee is excused for other documented reasons acceptable to the employer.
3. The employee participates in the voluntary program.

## Section 3. Duty Status

All physical fitness tests taken under this article, including the voluntary tests under Section 8, shall be taken while the employee is on duty. In addition, for any injuries directly related to (including preparation for) any department physical fitness test, an employee shall be considered on duty for purposes of Workers' Compensation, recrediting of sick leave, limited duty assignments, or any other benefit available for work related injuries. Nothing contained herein obligates the employer to compensate employees for time spent in preparation for the physical fitness test(s).

## Section 4. Accrued/Banked Hours

Employees who achieve the points required in the mandatory program shall be credited with two hours of sick time to be deposited in the sick leave bank established in Article 31, Part B. In addition, employees who participate in the voluntary fitness program under Part D, Section 8 of this Article shall be credited with two hours for participation, four hours for achieving the bronze standard, eight hours for achieving the silver standard, and 12 hours for achieving the gold standard. These hours will also be deposited in the Sick Leave Bank established in Article 31, Part B.

## Section 5. Failure to Meet Mandatory Fitness Standard

Employees who cannot meet the mandatory fitness standard as a result of a "disability" (as defined by the Michigan Persons with Disabilities Civil Rights Act or by the Americans with Disabilities Act) may seek accommodation under appropriate state or federal law. The department may use the counseling and retraining portions of the Affirmative Assistance procedures established in Article 8, Part B to improve the performance of employees who cannot meet the physical fitness standard.

## Section 6. Disability Retirement

If an employee cannot meet the fitness standard as a result of a "disability", the employer may exercise its right to apply for a disability retirement under this agreement, and in accordance with



the provisions of the State Police Retirement Act, MCLA 38.1601 et seq. and Letter of Understanding #22, which took effect October 1, 1986. An employee who fails to meet the fitness standard as a result of a "disability" and who has less than ten years of credited service under the State Police Retirement Act shall be treated as having 10.0 years of credited service for purposes of retirement. This provision shall not apply if the Department has accommodated the employee or where there is direct evidence that the employee's inability to meet the fitness standard arose out of a non-duty occurrence.

### Section 7. Fitness as Selection Criteria

Physical fitness shall not be used as a criterion for selection to any department position, with the following exceptions:

1. By mutual agreement
2. The Emergency Support Team
3. The standard currently in use for:
  - a. Marine Services Team
  - b. Canine Unit
  - c. Bomb Squad.

### Section 8. Voluntary Physical Fitness Program

Nothing contained herein shall be construed to prevent the department from maintaining a voluntary physical fitness program to supplement the mandatory test. There shall be no job action taken for refusal to participate or demonstrate a level of proficiency in the voluntary program.

### Section 9. Enforceability

It is the intent of the parties to administer the physical fitness program in compliance with applicable state and federal laws. Consistent with Article 38 of this agreement, if any provision contained herein is subsequently found to be in violation of state or federal law, that provision shall not be enforced, but the remainder of the program shall not be affected.

### Section 10. Labor-Management Committee

The parties may each appoint three representatives to a joint labor-management committee with oversight responsibility for the continuing administration of the fitness program. Committee members shall be compensated in the same manner as Discipline Panel and Discipline Appeal Board members, as outlined in paragraph 2 of Appendix A.



The existence of a joint labor-management committee shall in no way diminish or abridge the right of the Association to address perceived violations of the contract through the grievance procedure established in Article 9 of this Collective Bargaining Agreement.





# Article 28: Leaves of Absence

## Part A. Education Leave

At the discretion of the Employer, employees may be given up to ten months leave of absence without pay in order to attend an accredited college or university. Upon return from the leave of absence, the employee may be reassigned to a position utilizing his or her educational qualifications or to a position in the same classification, not necessarily the same position at the same location he or she previously held.

## Part B. Medical, Parental and Family Care Leaves

### Section 1. Employee Medical Leave

In the event an employee is off on paid leave due to a non-duty medical or injury disability, which is not totally disabling, and he or she exhausts all of his or her sick leave and then exhausts all of his or her annual leave, such employee shall then be placed on a medical leave of absence without pay not to exceed one year from the date of exhaustion of his/her annual leave. Upon request, such leave may be renewed by the Employer for a period of time up to one year.

Upon return from any leave caused by a non-duty medical or injury disability of not more than three months (from the commencement of the absence), the employee shall be assured a same position at the same location. Time off in excess of three months means that the employee shall be eligible for a position in the same classification or the first vacancy available.

Periodic medical confirmation of the medical or injury disability, including extension request, is required. A medical certification of good health is required before he or she will be allowed to return to full-duty status.

Disabilities resulting from pregnancy and childbirth, and complications arising therefrom, shall be treated the same as any other medical or physical disability.

### Section 2. Parental Leave

- a. Upon written request, due to the birth or adoption of a child, an employee shall be granted parental leave for up to six months.
- b. In accordance with the Family Medical Leave Act, upon written request, an employee shall be granted up to 12 work weeks of parental leave because of foster care



placement of a child.

- c. Parental leave must conclude within 12 months of the birth or placement of a child.
- d. Upon the birth of their child, an employee may certify the need to use up to eighty (80) consecutive hours of sick leave prior to the beginning of a parental leave. Additional accrued sick leave credits shall not be used to cover a period of parental leave.
- e. In these instances, where both spouses are covered by this provision, such parental leaves may be taken either concurrently or consecutively.
- f. The Employer may grant an extension of such leave(s) upon written request of the employee(s) for up to an additional six months. The decision to grant or deny such extension(s) shall be based upon the operational needs of the Employer.
- g. For an employee who returns from an approved leave early, the provisions of (h and i) below will apply.
- h. An employee returning from an approved parental leave of absence of six months or less will be restored to a position in the employee's same classification and previous work location. However, if the position of an employee who has been granted such leave is abolished during the absence, that employee shall be returned to the classified service in accordance with Article 12.
- i. An employee returning from an approved parental leave of absence of more than six months will be restored to a position in the employee's same classification but not necessarily at the previous work location. Assignment upon return from a parental leave of more than six months shall be based upon the operational needs of the Employer. This provision shall not be viewed as being inconsistent, in whole or part, with Article 13 or Appendix E.
- j. The status of an employee who fails to report to work at the expiration of the parental leave shall be as outlined in Article 11, Section 2. e. 1.

### Section 3. Family Care Leave

- a. In accordance with the Family Medical Leave Act (FMLA) and Section 4 below, an employee shall be granted up to 12 work weeks of family care leave to care for a spouse, son, daughter, or parent with a serious health condition.
- b. The 12 work weeks of family care leave entitlement may be reduced by an amount equivalent to other qualifying leave designated as FMLA leave in the same 12-month



period.

- c. Family care leave must normally be requested 30 days in advance when the need is foreseeable.
- d. Certification by the family member's health care provider may be required by the Employer.

#### Section 4. Implementation of the Family Medical Leave Act of 1993 (FMLA)

The right to leave under the provisions of the Family Medical Leave Act of 1993 (FMLA) is acknowledged by the parties. The implementation of those rights shall in no way impair or reduce the rights of employees as set forth in this contract. In accordance with the provisions of the FMLA, the Employer shall maintain the employee's current health plan benefits during any periods of unpaid leave that qualify under the provisions of that Act. Employees may elect to use accumulated leave credits during periods of leave that qualify under the Family Medical Leave Act. The Employer may count paid and unpaid leaves toward the 12 work week entitlement established by the FMLA, subject to the following understandings:

- a. The nature or purpose of the leave qualifies under the FMLA;
- b. The employee must have worked for the Employer for at least 12 months and at least 1,250 hours in the preceding 12 months;
- c. The Employer will notify the employee if a requested leave is to be designated and counted as FMLA leave;
- d. The provisions of Article 32, Part F, Section 1 shall apply if an employee requests medical leave and has submitted a claim for LTD insurance;
- e. The FMLA provides that FMLA qualifying leave(s) shall be limited to 12 workweeks per 12-month period. This 12-month period shall be measured forward from the first date the employee's FMLA qualifying leave begins.

#### Part C. Military Leave

- a. As used throughout this Section, Armed Forces shall mean the U.S. Army, Air Force, Navy, Marine Corps, Army National Guard, Air National Guard, Coast Guard, and any reserve component thereof.
- b. No employee shall be discriminated against on the basis of his or her membership in the Armed Forces, or persuaded to resign therefrom. No employee shall be discriminated against, nor granted preferential treatment with regard to scheduling



and work hours whether the military duty is weekend, annual training, or active duty training. It is expressly understood that such employee must work with the Employer and his or her fellow employees in working out scheduling assignments and hours in a manner least disruptive to them and the regular operations.

- c. A permanent employee who is or becomes a member of the Armed Forces and who requests leave from employment for the purpose of attending active-duty training, whether such training is mandatory or elective on the part of the employee, shall be granted a leave of absence. All applications for military leave or time off for military purposes should be made as far in advance as possible and should be made in writing on Form PD-8 in order to schedule or adjust the schedule for the absence.
- d. Upon return from training or active service, an employee providing evidence of dates of service shall be reinstated with the same seniority, status, pay rate, vacation time accrual rate, and fringe benefits as the employee would have had if he or she had not been absent for military duty.
- e. For leaves of 30 days or less, the employee shall be reinstated in his or her position and must report for work on his or her next regularly scheduled shift following release from military duty.
- f. Job Assignment Upon Return to Work
  - 1. For leaves of 31 to 90 days, the employee shall be reemployed in either the job previously held or the job he or she would have held if he or she had remained continuously employed, if qualified.
  - 2. For leaves in excess of 91 days of service, the employee may be placed in a position equivalent to the position he or she had or equivalent to the position he or she could have obtained. Nothing shall preclude the employer from returning the employee to his or her previous position.
- g. Requests for Return to Work
  - 1. For leaves of 31 to 180 days, in order to qualify for re-employment, the employee must apply within 14 days of discharge from military service.
  - 2. For leaves of 181 or more days of service, in order to qualify for re-employment, the employee must apply within 90 days of discharge from military service.
- h. Except for paid time as provided for in subsection j. below, military leave shall not serve toward completion of the initial probationary period but will bridge that time.
- i. A veteran is disqualified from reemployment if his or her discharge from military



service is dishonorable. A veteran may be disqualified from reemployment provisions if he or she receives a discharge that is less than honorable.

- j. *Pay Status.* A leave of absence for temporary active duty or training shall be with pay equivalent to the difference between the permanent employee's military pay and regular State salary for each day of active duty or training when he or she is missing scheduled State employment, if the military pay is less for the same period of time. Such pay differential, however, shall not exceed 20 days in any fiscal year. All other military leave time shall be unpaid. Health benefits are continued for the first 30 days of continuous military leave and may be continued after 30 days by making payments through COBRA procedures.

If re-employed, military leave time shall be counted for retirement and benefit accrual purposes in accordance with the Collective Bargaining Agreement or applicable statute.





# Article 29: Uniforms and Clothing Allowance

## Section 1. Uniforms

Certain employees may be required by the Employer to wear uniforms. Such uniform equipment, when required by the Employer (including necessary alterations), will be provided and maintained at the Employer's expense.

## Section 2. Uniform Equipment Committee

There shall be a committee of up to three members appointed by the Association and up to three members appointed by the Employer which shall meet at least annually and at such other times as uniform changes are contemplated and before such changes are made. It shall be the responsibility of the committee to make recommendations to the Director on changes in uniform equipment. Such recommendations shall be advisory to the Director and may be rejected for just cause shown. The Director's decisions on uniform equipment matters are final and not subject to the grievance procedure. However, the Director's decisions may be the subject of a special conference.

## Section 3. Clothing/Cleaning Allowance

Employees in pay status who are not required to wear a uniform by virtue of their permanent assignment shall be paid \$37.00 biweekly as a clothing/cleaning allowance.

## Section 4. Dry Cleaning Allowance

Uniformed officers in pay status shall be paid \$22.00 biweekly.





# Article 30: Annual Leave, General Emergency Conditions, Allowance for Unclassified and Military Service

## Part A. Annual Leave

### Section 1. Initial Leave Grant

Each new hire shall be credited with an initial annual leave grant of 16 hours, which shall be immediately available, upon approval of the Employer, for such purposes as voting, religious observance, and necessary personal business. The initial grant of annual leave shall not be credited to an employee more than once in a calendar year. Subsequent to the initial grant of 16 hours, annual leave shall be earned and available for use. Paid service in excess of 80 hours in a biweekly work period shall not be counted.

### Section 2. Accrual Rate

Annual leave shall be credited to each permanent employee at the end of the biweekly work period in which 80 hours of paid service is completed as listed below. Annual leave shall be available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned. When paid service does not total 80 hours in a biweekly work period, the employee shall be credited with a pro-rated amount of leave for that work period based on the number of hours in pay status divided by 80 hours multiplied by the applicable accrual rate.

<b>Time in Service Seniority</b>	<b>Annual Leave Earned</b>
<b>0 to 1 year</b>	4.0 hrs. /80 hrs. service
<b>1 to 5 years</b>	4.7 hrs. /80 hrs. service
<b>5 to 10 years</b>	5.3 hrs. /80 hrs. service
<b>10 to 15 years</b>	5.9 hrs. /80 hrs. service
<b>15 to 20 years</b>	6.5 hrs. /80 hrs. service
<b>20 to 25 years</b>	7.1 hrs. /80 hrs. service
<b>25 to 30 years</b>	7.7 hrs. /80 hrs. service
<b>30 to 35 years</b>	8.4 hrs. /80 hrs. service
<b>35 to 40 years</b>	9.0 hrs. /80 hrs. service
<b>40 to 45 years</b>	9.6 hrs. /80 hrs. service
<b>45 to 50 years</b>	10.2 hrs. /80 hrs. service



In addition, each permanent employee with more than 1,040 hours of State service shall be credited with an additional annual leave grant of 20 hours at the beginning of each fiscal year. Four of these hours is in lieu of a biennial general election day holiday.

It shall be the employee's responsibility to monitor balances in the annual leave counter to permit crediting of the additional annual leave grant on October 1st.

### Section 3. Previous Service

For the purposes of this Article, previous state service shall be included in the definition of time-in-service; however, any employee who believes their annual leave accrual is affected by this provision shall notify the Employer within 60 days from the effective date of this Agreement.

Any employee who fails to notify the Employer within 60 days after the effective date of the Agreement shall be considered to have waived any claim of error for any period of time prior to the date the employee files a grievance or notifies the Employer, in writing, of the error.

### Section 4. Maximum Accrual

Annual leave may not be authorized, accumulated, or credited in excess of the employee's maximum accumulation limit provided below except under the following conditions: If an employee is unable, because of the Employer's decision, to take off annual leave credits that would place the total credits in excess of the employee's maximum accumulation limit, the employee shall be permitted to accumulate no more than an additional 16 hours. The employee's annual leave balance must be reduced to the maximum accumulation limit or less no later than two pay periods after the pay period in which the excess credits are earned. The Employer may require the employee to take sufficient time off within the additional two pay periods to enable reduction of credits to no more than the maximum accrual limit.

Employees may accumulate annual leave only up to the maximum accumulation limits provided below:

<b>Time in Service Seniority</b>	<b>Maximum Accumulation Limit</b>	<b>Maximum Pay Out Limit</b>
<b>0 to 5 years</b>	296 hours	256 hours
<b>5 to 10 years</b>	311 hours	271 hours
<b>10 to 15 years</b>	326 hours	286 hours
<b>15 to 20 years</b>	341 hours	301 hours
<b>20 to 25 years</b>	346 hours	306 hours
<b>25 or more years</b>	356 hours	316 hours

### Section 5. Severance

Employees who terminate their employment shall receive pay for unused annual leave up to the employee's maximum payout limit; however, not more than 240 hours shall be included in final average compensation for the purpose of calculating an employee's retirement benefits.



## Section 6. Summer/Winter Vacation Schedule

- a. An employee must accumulate sufficient proper paid time off credits (including compensatory time but excluding sick leave) to cover his or her planned vacation period.
- b. The following table illustrates the total number of summer and winter vacation days the employee is eligible for in a year, and the maximum number of vacation days that may be used in either the summer or winter vacation season, depending on the length of continuous service years which, for purposes of this Section, shall be calculated to include military service up to five years:

<b>Length of Service</b>	<b>Total Vacation</b>	<b>Maximum Vacation</b>
<b>0 to 5 years</b>	15 days	10 days
<b>5 to 10 years</b>	18 days	10 days
<b>10 to 15 years</b>	22 days	12 days
<b>15 to 20 years</b>	25 days	15 days
<b>20 to 25 year</b>	28 days	17 days
<b>25 or more years</b>	30 days	20 days

For purposes of summer or winter vacation scheduling, the year starts with the first vacation scheduling period following ratification of this agreement.

## Section 7. Guide for Selection of Vacations

- a. Summer vacation season will begin May 1 and continue through October 31. The winter vacation season will begin November 1 and continue through April 30.
- b. Summer vacation selection shall be completed prior to April 1 and winter vacation selection shall be completed prior to October 1.
- c. Should a conflict arise between more than one employee in scheduling a vacation period, the priority shall be determined as follows:
  1. First by seniority in rank as defined in Article 11.
  2. Second by total service seniority, as defined in Article 11, Part A, Sections 1 and 6.
- d. Sergeants at any post, unit, or section shall select vacations on a separate list from troopers.
- e. The employer will designate the maximum number of employees to be released during any vacation period at one time.



- f. The starting date and ending date of an employee's vacation pick will be determined by the employee, subject to the maximum number of days allowed by contract.
- g. Subject to the maximum number of days allowable by contract, employees may pick a second or subsequent vacation only after every eligible employee has had the opportunity to select a primary vacation.

### Section 8. Personal Leave

An employee may utilize from his or her annual leave credits time off separate from his or her scheduled annual leave period to be utilized for personal business. Reasons for personal leave need not be given to the employee's supervisor and approval for such leave shall be given if the request for personal leave is made at least 72 hours before the beginning of the pay period. If the request is made subsequent to such time, the decision for granting the request shall be within the sole discretion of the supervisor. This personal leave shall not exceed three days per calendar year and sufficient credits must be available to cover the time used. Personal leave days refers to the full scheduled shifts for the day in question, regardless of the length of each individual's shift. Therefore, the individual is entitled to three full-shift absences provided the remaining criteria of this Section are met. However, personal leave, exempt from supervisory approval, shall not exceed 25% of the employees on a given shift or one employee per day, whichever is greater. Should a conflict arise between more than one employee requesting personal leave, the priority shall be determined by total service seniority as described in Section 7 c. above. Personal leave credits shall be utilized only upon the request of the employee. Annual leave for Association business shall not be considered personal leave. Use of annual leave under this Section shall not be denied unless such denial is necessary to maintain standard staffing levels at the work unit.

### Section 9. Banked Leave Time

Accumulated Banked Leave Time (BLT) may be used by an employee in the same manner as regular annual leave. Accumulated BLT hours shall not be counted against the employee's regular annual leave cap, known as Part A hours.

Upon an employee's separation, death, or retirement from state service, unused BLT hours shall be contributed by the state to the employee's account within the State of Michigan 401(K) Plan, and, if applicable, to the State of Michigan 457 Plan. If the employee does not have a 401(K) account, one will be created. Such contribution shall be treated as non-elective employer contributions and shall be calculated using the product of the following: (1) The number of BLT hours and, (2) The employee's base hourly rate in effect at the time of the employee's separation, death, or retirement from state service.

## Part B. Compensation Policy Under Conditions of General Emergency

### Section 1. General Emergency



Conditions of general emergency include, but are not necessarily limited to, severe weather, civil disturbance, loss of utilities, physical plant failure, or similar occurrences. Such conditions may be widespread or limited to specific work locations.

## Section 2. Administrative Determinations

When conditions in an affected area or a specific location warrant, state facilities may be ordered closed or, if closure is not possible because of the necessity to continue services, a facility may be declared inaccessible. The decision to close a state facility or to declare it inaccessible shall be at the full discretion of the Governor or his or her designated representative.

## Section 3. Compensation in Situation of Closure

When a state facility is closed by the Governor or his or her designated representative, affected employees shall be authorized administrative leave to cover their normally scheduled hours of work during the period of closure.

Individual employees of facilities ordered closed may be required to work to perform essential services during the period of closure. When such is the case, these employees shall be compensated in the manner prescribed for employees who work under conditions of declared inaccessibility.

## Section 4. Compensation in Situation of Inaccessibility

If a state facility has not been closed but declared inaccessible in accordance with the Governor's policy and an employee is unable to report for work due to such conditions, he or she shall be granted administrative leave to cover his or her normally scheduled hours of work during the period of declared inaccessibility.

An employee who works at a state facility during a declared period of inaccessibility shall be paid his or her regular salary and, if overtime work is required, in accordance with the overtime pay regulations. In addition, such employees shall be granted compensatory time off equal to the number of hours worked during the period of declared inaccessibility.

## Section 5. Additional Timekeeping Procedures

If a state facility has not been closed or declared inaccessible during severe weather or other emergency conditions, an employee unable to report to work because of these conditions shall be allowed to use annual leave or compensatory time credits. If sufficient credits are not available, the employee shall be placed on lost time.

When an employee is absent from a scheduled work period, a portion of which is covered by a declaration of closure or inaccessibility, annual leave or compensatory time credits may be used to cover that portion of his or her absence not covered by administrative leave. If sufficient credits are not available, the employee shall be placed on lost time.

Employees who suffer lost time as a result of the application of this policy shall receive credit for a completed biweekly work period for all other purposes.



## Part C. Allowance for Unclassified and Military Service

For the purposes of additional annual leave and longevity compensation, an employee shall be allowed state service credit for:

- a. Employment in any non-elective excepted or exempted position in a principal department, the Legislature, or the Supreme Court, which immediately preceded entry into State-classified service or for which a leave of absence was not granted.
- b. Up to five years of honorable active service in the armed forces of the United States for which a Regular Military Leave of Absence would have been granted had the veteran been a State-classified employee at the time the employee entered upon military tour of duty.

When an employee separates from the classified service and subsequently returns, military service for which he or she previously received credit shall not count as currently continuous State service for purposes of requalifying for additional annual leave and longevity compensation if the employee previously qualified for and received these benefits.





# Article 31: Sick Leave

## Part A. Sick Leave

### Section 1. Accrual

Employees shall be granted four hours of sick leave with pay for each completed 80 hours of service or a pro-rated amount if paid service is less than 80 hours in the pay period. Paid service in excess of 80 hours in a biweekly pay period shall not be counted. When service credits (hours in pay status) do not total 80 hours in a biweekly work period, the employee shall be credited with a pro-rated amount of sick leave for that work period based on the number of hours in pay status divided by 80 hours multiplied by four hours. Sick leave may be accumulated throughout the employee's period of service. Sick leave shall be considered available for use only in biweekly work periods subsequent to the biweekly work period in which it is earned.

### Section 2. Illness or Injury

Accumulated sick leave may be utilized by an employee in the event of illness, injury, temporary disability or exposure to contagious disease endangering others, or for illness or injury in the employee's immediate family, which necessitates absence from work. For the purposes of this Section, immediate family includes the employee's spouse, parent, stepparent, foster parent, grandparent, parents-in-law, child, stepchild, brother, sister, and any persons for whose financial and physical care the employee is principally responsible.

An employee utilizing accumulated sick leave credits for illness or injury must notify his or her supervisor or designee before the start of the employee's scheduled work shift, or as soon thereafter as possible, and receive approval for use of such sick leave.

The employee's supervisor, at the supervisor's sole discretion, may require the employee to substantiate or present suitable evidence of illness, injury, or medical services performed, pursuant to Article 27.

### Section 3. Medical or Dental Appointments

Accumulated sick leave may be utilized by an employee for appointments with a doctor, dentist, or other licensed medical practitioner to the extent of time required to complete such appointments, when it is not possible to arrange such appointments during non-duty hours.

An employee must receive prior approval from his or her supervisor or designee prior to the use of sick leave pursuant to this Section.

### Section 4. Funeral Leave

When death occurs in an employee's immediate family (i.e., spouse, parent, stepparent, foster



parent, grandparent, parents-in-law, child or stepchild, brother, or sister) an employee, on request, shall be excused for up to three days of regularly scheduled work following the death, provided that he or she attends the funeral. After making written application thereof, the employee shall receive sick leave pay for any scheduled hours of work up to eight per day for which he or she is excused, provided he or she attends the funeral and has sick leave credits available. In the event the body of a member of the employee's family is not buried in continental North America solely because the cause of death has physically destroyed the body or the body is donated for medical purposes, the requirement that the employee attend the funeral will be waived. Payment shall be made at the employee's regular straight-time hourly rate on the last day worked exclusive of shift overtime and any other premiums.

## Section 5. Payment at Separation

### *Employees hired prior to October 1, 1980*

An employee who separates employment through retirement or death shall be paid for one-half of unused accumulated sick leave at his or her last rate of pay. In case of death, such payment shall be made to the employee's beneficiary or estate.

An employee who separates employment for reasons other than retirement or death shall be paid at his or her last rate of pay for a percentage of his or her unused accumulated sick leave according to the following chart.

<b>Sick Leave Accumulation in Hours</b>	<b>Percentage Paid</b>
<b>Less than 104</b>	0
<b>104 - 208</b>	10
<b>209 - 416</b>	20
<b>417 - 624</b>	30
<b>625 - 832</b>	40
<b>833 or more</b>	50

### *Employees hired after October 1, 1980*

Employees hired after October 1, 1980, shall be allowed accumulation and use of sick leave pursuant to the provisions of this Article. However, such employees shall not be entitled to pay for unused accumulated sick leave upon their separation from employment.

## Part B. Sick Leave Bank

The employer agrees to establish a sick leave bank, where the hours accumulated under the physical fitness program contained in Article 27, Part D, and Section 4 shall be deposited. The parties may, by mutual agreement, also deposit hours by voluntary contributions of accumulated sick or annual leave credits donated by individual members.



Thereafter, an employee may be entitled to receive additional time from the bank, subject to the following conditions:

- a. The employee has exhausted all sick leave credits, with no expectation of recrediting under Article 26, Part A, Section 1 of this contract.
- b. The employee has been off without pay for at least three work days.
- c. If an employee is eligible for payments from another benefit plan, sick leave from the bank may be disbursed in increments that cover the difference between the benefit level and full time employment, including waiting periods, subject to the conditions set forth herein.
- d. If an employee is permanently unable to return to work, the employee may request leave credits from the bank if the leave credits, in reasonable amounts, would affect benefits under the State Police Retirement System.

The decision on a request for distribution of sick leave hours from the bank rests with the six-member Safety Committee established in Article 22 of this contract. Sick leave disbursement from the bank requires an affirmative vote of at least four members of the Safety Committee. The decision of the Safety Committee in this regard is final and binding.





# Article 32: Insurances

Employees will be permitted to enroll in group insurance plans for which they are eligible during their first 31 days of employment. Eligibility for coverage under these plans will be the first day of the biweekly pay period after enrollment.

## Part A. Health Insurance

### Section 1. Options.

Members of the bargaining unit may elect certain health insurance coverages agreed upon during the course of contract negotiations. The available coverages are:

- a. State Health Plan PPO [Blue Cross Blue Shield of Michigan (BCBSM)];
- b. Health Maintenance Organizations (HMOs); and
- c. COPS Health Trust Plan(s).

### Section 2. Plan Information.

Summaries of each of the offered health plans are available at:

[www.michigan.gov/mdcs/0,4614,7-147-22854\\_68703-356898--,00.html](http://www.michigan.gov/mdcs/0,4614,7-147-22854_68703-356898--,00.html)

This web page is not an all-inclusive plan design, but a summary of plan changes affecting members. Accordingly, this information shall not be construed to modify or supersede the various plan booklets, which can be viewed at:

[www.michigan.gov/mdcs/0,4614,7-147-22854\\_38681---,00.html](http://www.michigan.gov/mdcs/0,4614,7-147-22854_38681---,00.html)

When selecting a plan, or to understand deductibles, co-pays, co-insurances, or services covered by each plan, members must carefully review the plan books and not rely solely on the summaries.

### Section 3. Premiums.

The State will pay an amount equal to 80% of the premium for the State Health Plan PPO for the same coverage code selected by the member, regardless of the plan selected. The member shall pay the balance of the premium charged by the selected plan. After the rates for the fiscal year are established, comparative premium rates for those plans offered to members are made available at:

[www.michigan.gov/mdcs/0,4614,7-147-22854\\_6649---,00.html](http://www.michigan.gov/mdcs/0,4614,7-147-22854_6649---,00.html).

### Section 4. Subrogation.

In the event that a participant receives services that are paid by the State Health Plan PPO (SHP), the SHP shall be subrogated to the participant's rights of recovery and shall



have a lien on any and all of participant's recovery, whether by suit, settlement, or otherwise, to the extent that the SHP has paid for medical services related to the matter that is subject to the participant's claim or action for personal injury. A participant shall take such action, including a good faith effort to pursue recovery of the payments made by SHP, to facilitate enforcement of the rights of the SHP, and shall not interfere with these subrogation rights as set forth herein.

The amount of the SHP lien enforced against a recovery shall not exceed the amount of the recovery allocated for medical services in a judgment or settlement, nor shall it exceed the actual amount expended by SHP on behalf of the participant for medical services. In every case, the SHP, proportionate to the amount recovered by SHP, shall bear the costs of recovery, including attorney fees.

## Part B. Dental Insurance

### Section 1. Coverage

The State will continue to provide the dental insurance program, including the Dental Point of Service PPO, currently in effect for employees and employee and dependent coverage.

Detailed information about the coverage available to members can be found at:

[www.michigan.gov/mdcs/0,4614,7-147-22854\\_22857\\_23300---,00.html](http://www.michigan.gov/mdcs/0,4614,7-147-22854_22857_23300---,00.html)

### Section 2. Premiums

The State will pay 95% of the premium for the employee and employee and dependent coverage. The member shall pay the balance.

## Part C. Vision Care Insurance

### Section 1. Coverage.

The State will continue to provide the vision insurance program currently in effect for employees and employee and dependent coverage. Detailed information about the plan covering members can be found by clicking the Vision Plan link at:

[www.michigan.gov/mdcs/0,4614,7-147-22854\\_38681---,00.html](http://www.michigan.gov/mdcs/0,4614,7-147-22854_38681---,00.html)

### Section 2. Premiums.

The State will pay 100% of the premium for the employee and employee and dependent coverage.

## Part D. Life Insurance

The State will continue to provide a life insurance plan with the following coverage:

### Section 1. Active Employee.

Coverage shall be 2.0 times basic annual salary (base hourly rate of pay, excluding all fringes, Supplements, and premiums, times 2088 hours) rounded upward to the nearest thousand dollars.



## Section 2. Dependent Coverage.

The employee may choose between five levels of dependent coverage:

- a. Level One – Spouse for \$1,500; child(ren) for \$1,000;
- b. Level Two – Spouse for \$5,000; child(ren) for \$2,500;
- c. Level Three – Spouse for \$10,000; child(ren) for \$5,000;
- d. Level Four – The level of coverage on the employee's spouse shall be \$25,000, and the level of coverage for enrolled dependent child(ren) shall be \$10,000.
- e. Level Five – The level of coverage for enrolled dependent child(ren) shall be \$10,000.

Dependent coverage for children shall be limited to infants 15 days or older. The optional life insurance plan shall have an age ceiling of 23 years for dependent coverage, except that there shall be no age ceiling for handicapped dependents. A dependent will be considered handicapped if he or she is unable to earn a living because of mental retardation or physical handicap and depends chiefly on the employee for support and maintenance.

The Employer shall continue to provide and pay the entire premium for the duty-connected accidental death insurance plan, which is presently in effect. The benefit level shall be \$100,000.

## Section 3. Retiree Coverage.

An employee who retires during the term of this Agreement shall have coverage equal to 25% of the insurance in force at retirement. Dependent coverage will be in accordance with the State Police Retirement act (1986 PA 182, as amended).

## Section 4. Premiums.

1. Active Employee – The State shall pay 100% of the premium for active employee coverage.
2. Dependent Coverage – The employee shall pay 100% of the premium for dependent coverage.
3. Retiree Coverage – The State shall pay 100% of the premium for an employee who retires during the term of this Agreement, as well as the premium for his or her spouse, if enrolled.

## Part E. Flexible Benefits Plan

### Section 1. Description.

Employees shall be eligible to participate in a Flexible Benefits Plan. The Flexible Benefits Plan will maintain the group insurance programs and options described in Parts A, B and C above, with three additional choices:



- a. A catastrophic health plan coverage option, rather than the standard health care plan or HMO coverage;
- b. A preventive dental coverage, rather than the standard State Dental Plan; and
- c. A life insurance coverage option equal to basic annual salary or \$50,000 (rather than 2.0 times basic annual salary).

## Section 2. Benefit Selections.

Employees will make individual benefit selections under the Flexible Benefits Plan using a selection form patterned after the enrollment forms used in the state's current Flexible Benefits Plan, to include:

- a. Any current individualized enrollment information on file for each employee; and
- b. The benefit selections available, including costs or prices and incentives.

Benefit selections made by employees may be changed each year during the annual enrollment process or when there is a change in family status as defined by the Internal Revenue Service.

Incentives are the same regardless of an employee's category of coverage. (e.g., an employee enrolled in employee-only coverage and an employee enrolled in full-family coverage will each receive the \$50 refund biweekly incentive, if each elected the catastrophic health care coverage).

The amount of the incentive to be paid to employees selecting the lower level of life insurance coverage is based on an individual's annual salary and the rate per \$1000 of coverage, and may therefore differ from employee to employee.

Financial incentives paid under the Flexible Benefits Plan to employees electing catastrophic health, no health care, and/or reduced life plan will be paid biweekly. Those choosing the preventive dental plan or no dental plan will receive a lump sum payment.

The amount of incentives, if any, to be paid under the Flexible Benefits Plan will be determined in conjunction with the annual rate setting process administered by the Civil Service Commission.

## Part F. Long Term Disability

### Section 1. Benefit.

The State shall continue to provide the same LTD insurance program for unit employees as was provided for unit employees on the effective date of this Agreement, except that effective October 1, 2006, the eligibility period for Plan II claimants who remain totally disabled shall be



reduced from age 70 to age 65, or for a period of 12-months, whichever is greater. Additionally, the benefit period for "mental/nervous" claims shall be limited to 24 months from the beginning of the time a claimant is eligible to receive benefits. This limitation does not apply to mental health claims where the claimant is under in-patient care. These changes shall only apply to new claims made after September 30, 2006. This plan provides a minimum 30-day waiting period without loss or use of sick leave after the employee completes the minimum waiting period and submits a claim for such insurance.

### Section 2. Premiums.

The State shall pay 100% of the premium for such LTD insurance coverage for the term of this Agreement.

### Section 3. Option to Use.

Employees covered by the LTD insurance shall have the exclusive option of (1) exhausting sick leave and annual leave, pursuant to Article 28, Leaves of Absence, before they are granted a medical leave of absence, or (2) they may elect to take a medical leave of absence after completion of the required 30-day minimum waiting period and freeze any accumulated, unused sick and/or annual leave.

### Section 4. Rider.

The Employer shall provide a rider to the existing LTD Insurance Program. All employees who are enrolled in the LTD Insurance Program shall be automatically covered by this rider. The rider shall provide insurance which will pay directly to the carrier the full amount (100%) of health insurance (or HMO) premiums while such employee is on LTD insurance (or HMO) for a maximum of six months for each covered employee. The Employer shall pay 100% of the cost of the premium for such rider.

## Part G. Deferred Compensation Plan

All employees within the unit may exercise their rights to participate in the State of Michigan's Deferred Compensation Plans, as last adopted by the Civil Service Commission and may, during the life of this Agreement, exercise the rights and benefits under any renewed or modified Deferred Compensation Plans adopted by the Civil Service Commission. This does not include any Employer match program which may be adopted by the Civil Service Commission for any classified employees. Participation of employees within the unit in such a program is subject to negotiation between the parties.

## Part H. Maintenance of Insurance Benefits

There are certain life and disability insurance programs to which the Department does not contribute or pay any premiums nor have any control over. The Employer agrees to continue permitting unit employees the convenience of voluntary payroll deductions for non-state sponsored programs (such as credit unions, charitable organizations and individual enrolled



insurance programs), but only in accordance with standards by the Department of Technology, Management and Budget pursuant to MCL 18.1283. The State makes no guarantee, and assumes no liability, for the administration, benefit level, or premium charges for enrollment in such programs. In addition, the State reserves the prerogative to institute or substitute alternative programs to any and all such programs, where such alternative(s) provides substantially similar (greater) benefits including, but not limited to, the option of establishing a rider on current State-sponsored insurance programs.

## Part I. Open Enrollment

There will be an annual open enrollment period for the State Health Plan PPO, Dental Plan, and Vision Care Plan for employees in this bargaining unit who are eligible according to the terms of the plans.

## Part J. Continuation of Group Insurances

### Section 1. Layoff.

- a. Subject to limitations below, employees laid off from active state employment may elect to pre-pay the employee's share of premiums for health care, dental, vision care, and life insurance for the two additional pay periods after layoff by having such premiums deducted from their last paycheck. The Employer shall pay the Employer's share of premiums for health, dental, vision care, and life insurance for two pay periods for all employees who elect this option. Coverage for health, dental, vision care, and life insurance shall continue for these two pay periods.
- b. Employees who are laid off may, at the time of layoff, elect to continue enrollment in the Health Plan (or HMO) and life insurance plan by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of three years, whichever occurs first. Such employee may also elect to continue enrollment in the dental and/or vision plan by paying the full amount (100%) of the premium. Such enrollment may continue until the employee is recalled or for a period of 18 months, whichever occurs first. In accordance with subparagraph a. of this section, the Employer shall pay the Employer's share of such premiums for two pay periods for employees selecting these options.

### Section 2. Leave of Absence.

Employees who are granted a leave of absence may elect to continue enrollment in the Health Plan (or HMO) at the time leave begins. Such employees shall be eligible for continued enrollment during the leave of absence by paying the full amount (100%) of the premium. Such employees may also elect, at the time the leave begins, to continue enrollment in the life insurance plan for up to 12 months by paying the full amount (100%) of the premium. Such



employees may likewise elect to continue enrollment in the dental plan and/or vision plan for up to 18 months by paying the full amount (100% of the premium).

### Section 3. COBRA Benefits.

The State recognizes its obligations under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) in case of a qualifying event as defined by that statute.

## Part K. Flexible Compensation Plan

The Employer shall maintain the current flexible compensation plan for employees in this bargaining unit. In addition, bargaining unit members shall be offered the option to participate in the State of Michigan dependent care and/or medical spending accounts authorized and established by the State in accordance with current Section 125 of the U.S. Internal Revenue Service Code. This plan is subject to the restrictions established in Appendix I concerning the Excise Tax established by the Affordable Health Care Act.

## Part L. Optional Coverage Program

The parties agree the Employer may extend the optional coverages program (OCP) to employees in the bargaining unit. Employees who choose to voluntarily participate in the OCP may elect to enroll in one or more of the plans offered upon the terms and conditions set forth by the provider of the specific optional coverage plan(s). Employees who choose to not participate in the OCP will not have any optional coverages.

Premiums required for any OCP plan in which the employee enrolls are the sole responsibility of the employee. Payment may be made through payroll deduction or direct bill as permitted by the specific plan.

In the event any optional coverage plan is canceled or withdrawn, employees enrolled in the plan will be sent written notice at least 30 calendar days in advance of the coverage end date.

## Part M. Complaints about Benefits

Any employee complaint regarding group insurance benefits shall be filed with the Civil Service Commission in accordance with Civil Service Commission regulation 5.18, effective August 31, 2014.





# Article 33: Holidays

## Section 1. Holidays and Observance

On the following holidays, employees shall be entitled to eight hours paid absence from work at their regular rate of pay.

<b>Holiday</b>	<b>Observance</b>
<b>New Year's Day</b>	January 1
<b>Martin Luther King Day</b>	The third Monday in January
<b>President's Day</b>	The third Monday in February
<b>Memorial Day</b>	The last Monday in May
<b>Independence Day</b>	July 4
<b>Labor Day</b>	The first Monday in September
<b>Veterans' Day</b>	November 11
<b>Thanksgiving</b>	The fourth Thursday in November
<b>Day after Thanksgiving</b>	Friday after Thanksgiving
<b>Christmas Eve</b>	December 24
<b>Christmas Day</b>	December 25
<b>New Year's Eve</b>	December 31

## Section 2. Eligibility

To be eligible for the provisions of this Article, employees must work on the last scheduled workday preceding the holiday and the first scheduled work day following the holiday unless on an authorized paid leave.

## Section 3. Working on a Holiday

Employees who work on a holiday shall receive overtime or compensatory time, pursuant to the provisions of Article 19 of this Agreement, in addition to the eight hours of straight-time holiday pay.

## Section 4. Paid Absence

When a pass day falls on a holiday, the employee shall receive another pass day within the pay period, subject to the provisions of Article 19, Section 4.





# Article 34: Longevity

## Section 1. Eligibility

Following completion of an aggregate of five years of continuous, full-time, classified service (10,400 hours) by October first of any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

Career employees who separate from State service and return and complete five years (10,400 hours) of full-time, continuous service by October first of any year shall have placed to their credit all previous State classified service earned for purposes of longevity.

Employees who are in pay status less than 2,080 hours, after establishing original eligibility, shall receive a pro rata annual payment based on the number of hours in pay status during the longevity year. One who retires under provisions of the State retirement plan prior to October 1 of any year shall receive a pro rata payment for the number of hours in pay status from the preceding October 1 to the date of separation. In case of death, the beneficiary or the estate shall receive the pro rata amount.

## Section 2. Limitation

No employee shall receive more than the amount scheduled for one annual longevity payment during any 12-month period.

Employees do not earn state service credit in excess of 80 hours in a biweekly pay period. Paid overtime does not offset lost time, except when both occur in the same pay period.

## Section 3. Time of Payment

Payments to employees who become eligible on October first of any year shall be due on the pay date following the first full pay period in October except that pro rata payments in case of retirement or death shall be made as soon as practicable thereafter.

Longevity Compensation Plan Schedule of Payments:

Hours of Full-Time Service	Payment
10,400 – 18,719	\$260
18,720 – 27,039	\$300
27,040 – 35,359	\$370
35,360 – 43,679	\$480
43,680 – 51,999	\$610
52,000 – 60,319	\$790
60,320 and over	\$1,040



#### Section 4. Longevity Overtime

The regular rate add-on longevity will be calculated and paid retroactively for overtime worked in the previous fiscal year. This amount will be included in the longevity payment.





# Article 35: Pension Plan

## Part A. Pension Plan

### Section 1. 1986 PA 182

The State will maintain the State Police Pension Plan as provided in the State Police Retirement Act of 1986 (P.A. 182 of 1986), MCL 38.1601 *et seq.*, as it exists on the effective date of this Agreement, except as provided in Sections 10 and 11 of this Part and except as provided in Part B and Part C.

### Section 2. Revision of 1986 PA 182

In the event that 1986 PA 182 is amended during the term of this Agreement, and such amendment addresses a subject which is a mandatory subject of bargaining between the parties, this Agreement does not require that such amendment(s) be applied to employees or positions in the bargaining unit.

### Section 3. Insurances

Bargaining unit members who have retired on or after the effective date of this Agreement under 1986 PA 182 (except current Section 30, MCL 38.1630) or their beneficiary and dependents, shall be entitled to enroll in Group Dental and/or Vision Care Plan authorized for active employees by the Michigan Civil Service Commission and the Department of Management and Budget. 90% of the applicable premiums payable by the retirant (or the retirant's beneficiary and enrolled dependents) for such coverage shall be paid by the State.

Bargaining unit members who have retired on or after the effective date of this Agreement under Public Act 182 of 1986 (except current Section 30, MCL 38.1630), or their beneficiaries and dependents, shall continue to be entitled to enroll in the Group Health Care Plan authorized for active employees by the Michigan Civil Service Commission and the Department of Management and Budget. 95% of the applicable premiums payable by the retirant (or the retirant's beneficiary and enrolled dependents) for such coverage shall be paid by the State.

Claims for services provided prior to enrollment shall not be payable under this Agreement.

### Section 4. Pension Benefit

Consistent with 1986 PA 182, any pension which becomes payable on account of the attainment of 25 years of service credit, duty-incurred disability, or duty-incurred death of a bargaining unit member on or after October 1, 1986 shall be equal to 60% of the member's final average compensation; any pension which becomes payable on account of the nonduty-incurred death or disability of a bargaining unit member on or after October 1, 1986 shall be calculated on the basis of the applicable years of service credit multiplied by 2.4.



## Section 5. Deferred Retirement

A deferred pension shall continue to be calculated on the basis of years of service credit (not to exceed 25 years) times 2, as provided in Public Act 182 of 1986.

## Section 6. Final Average Compensation

Whenever the term "average annual salary" is applied to members of this bargaining unit, in accordance with past practice and 1986 PA 182, this term shall include the following:

- a. Regular salary paid for the last two years of service including, but not limited to, that salary which is deferred pursuant to the state deferred compensation program;
- b. Overtime, shift differential, and shift differential overtime paid for the last two years of service;
- c. Workers' Compensation benefits paid for the last two years of service;
- d. The following gross pay adjustments affecting the last two years of service:
  1. Administrative Leave
  2. Annual Leave
  3. Call Back
  4. Compensatory Time
  5. Civil Rights Adjustment
  6. Emergency Response Compensation
  7. Fair Labor Standards Act Adjustment
  8. Hazard Pay
  9. Jury Duty
  10. Military
  11. On-Call
  12. Overtime
  13. Personal Sick Leave (except for payment for accumulated but unused sick leave at separation)
  14. Reallocation (including retroactive classification actions)
  15. Retroactive General Increase
  16. Shift Differential
  17. Shift Differential Overtime
  18. Step Increase
  19. Time and Attendance Adjustment
  20. Working out of Class (under provisions of the Collective Bargaining Contract);
- e. Up to a maximum of 240 hours of accumulated annual leave, paid at the time of retirement separation;



- f. Deferred hours (Plans B of FY 1980-81 and FY 1981-82) that are paid at the time of retirement separation;
- g. Longevity pay (two full years);
- h. Bomb squad paid for the last two years of service;
- i. On-call pay paid for the last two years of service.

### Section 7. Adjusting Service Time

For purposes of computing average annual salary pursuant to these same statutory provisions, the term "last two years of service for which the member was paid" shall be calculated based on the payments made to the employee, for the compensation elements specified in Section 6 above during the 24 calendar month period immediately preceding retirement. If the employee did not receive full compensation in any of the 24 months immediately preceding retirement, an amount of time equal to the lost time shall be included, so that Final Average Compensation is based on 24 complete months of earnings. Adjustments, if necessary, shall be made using the time immediately prior to the final 24 months of service.

### Section 8. Procedure for Handling of Disability and Death Claims

The parties adopt and incorporate the following procedures for handling applications for disability and death allowances submitted by or on behalf of bargaining unit members under the State Police Retirement Act of 1986 (the Act), MCL 38.1601 *et seq*, and this Collective Bargaining Agreement. The parties agree that these procedures are intended to be applied in a manner that will allow the expeditious processing of claims that are clear and undisputed, while providing an efficient process for gathering information and acting on applications where there are factual or legal issues that must be resolved by the Board.

- a. *Disability.* A member may request a duty- or non-duty disability retirement allowance by filing an application with the Office of Retirement Service (ORS), which acts on behalf of the State Police Retirement Board (the Board). The application shall be on a form developed by the ORS and shall identify all medical or psychological conditions in support of the application.
  - 1. The Director of the Department of State Police may submit an application on behalf of a member, if the Director believes that a question regarding the existence or extent of a disability exists and that the member may be entitled to a duty- or non-duty retirement allowance. In this event, the ORS shall provide the affected member with a copy of the application and the member will be considered an applicant for purposes of these procedures with the same rights and responsibilities as a member who voluntarily submits an application for a disability retirement allowance. Any requests for accommodation by an applicant under the Americans with Disabilities Act (ADA) or the Persons with Disabilities Act shall be made to the Department of State Police, and not to the ORS under these procedures.



2. Upon receipt of an application for a disability retirement allowance, the ORS shall appoint a physician, acting as an Independent Medical Advisor (IMA). The IMA will review the applicant's medical records and other relevant information to determine if the applicant meets the criteria for a State Police disability retirement. The IMA may request additional information or testing to assist in making this determination. If requested by the IMA, the ORS will schedule a medical examination of the applicant and the applicant shall cooperate by attending the examination and/or reporting for the requested test(s).
3. If the IMA determines that the disability and its extent meet the criteria for a State Police disability retirement, the Board authorizes the ORS to do either of the following:
  - i. Waive the application review by a Medical Review Panel and approve the non-duty disability application; or
  - ii. Waive the application review by the Medical Review Panel and present the duty-incurred disability application to the Board to determine whether the disability was duty-incurred.
4. If the IMA determines that the disability and its extent are not sufficiently documented and indicates that a bona fide disagreement as to the existence or extent of the disability may exist, the ORS shall arrange a Medical Review Panel.
  - i. The Medical Review Panel shall consist of the IMA, a physician designated by the Director of the Department of Community Health, and a physician selected by the applicant. If the applicant fails to provide the name of his or her selected physician within 30 days after the notice of the Medical Review Panel, the application will proceed based upon the information that is available to the remainder of the Panel.
  - ii. Either the applicant or the Director of the Department of State Police may submit additional information to the Medical Review Panel that is relevant to the existence, extent, or relationship to duty of the disability. The information shall be provided to the ORS within 30 days of the notice of the Medical Review Panel. The ORS shall be responsible for providing the information to each member of the Medical Review Panel.
  - iii. Any member of the Medical Review Panel may waive an in-person examination of the applicant if he or she believes that the medical evidence, test results, and any other information that has been submitted is sufficient to formulate an opinion regarding the existence of a disability or its extent.
  - iv. After the Panel has reviewed all medical evidence, test results, and any other information that has been submitted, and after the applicant has been examined (if deemed appropriate), the Medical Review Panel shall determine, based solely on the medical evidence submitted by the parties and any examination conducted, whether



or not a disability exists and whether or not its extent meets the criteria for a State Police duty- or non-duty disability retirement.

- v. Each member of the Medical Review Panel shall complete a medical advisor statement concerning the disability and its extent.
  - vi. If a member seeks a duty-incurred disability retirement allowance and the relationship to duty depends upon the interpretation of medical facts, the Medical Review Panel may render an advisory opinion on this issue.
  - vii. After a Medical Review Panel has considered an application for a disability retirement, ORS shall promptly forward to the applicant, the applicant's representative, and the Director of the Department of State Police, the following information:
    - a. A copy of the findings of the Medical Review Panel on disability and its extent; and
    - b. A copy of the Medical Review Panel's advisory opinion(s), if any, on the issue of the disability's relation to duty.
  - viii. In the absence of a timely-filed appeal by the applicant under Subsection c. of this Section, the findings of the Medical Review Panel as to the existence of a disability shall be binding.
5. When a question of relationship to duty arises in a disability case and it cannot be resolved upon the basis of the applicant's medical condition and history, the ORS may, on its own, or at the request of the Director of the Department of State Police, conduct an investigation. This does not preclude the Department of State Police from initiating its own investigation and submitting the results to the ORS, with a copy to the applicant.
  6. If the ORS denies a disability retirement allowance of any kind, the ORS shall notify the applicant in writing of its action. The notification shall inform the applicant of the right to request an evidentiary hearing as set forth in Subsection c.
  7. If the ORS denies a duty disability retirement allowance but determines that the criteria for a non-duty disability allowance have been met, the ORS shall notify the applicant in writing of its action. The notification will inform the applicant of the right to request an evidentiary hearing as set forth in Subsection c.
  8. If the ORS denies a duty disability retirement allowance but determines that the criteria for a non- duty disability allowance have been met, the applicant may make a written request to the ORS that it process the non-duty disability retirement and pay that allowance during the pendency of a final decision by the Board on the issue of duty relatedness. Upon receipt of such a request, the ORS shall process the claim for non-duty



disability benefits without prejudice to the applicant's right to seek duty-incurred disability benefits, retroactive to the date of retirement.

- b. *Death.* If a member dies, a surviving spouse or beneficiary may file an application for a death allowance. The Director of the Department of State Police shall promptly notify the ORS of the member's death so that a determination can be made regarding the spouse's or dependent(s)' eligibility for a duty-incurred or non-duty death allowance.
1. If ORS determines that there is no dispute that the member's death meets the criteria for a non-duty death benefit and that the member had the necessary time in service, the Board authorizes the ORS to promptly approve the application and process benefits in accordance with MCL 38.1627.
  2. If ORS determines that there is no dispute that the member's death meets the criteria for a duty-related death allowance, the ORS shall promptly schedule a special meeting of the Board to consider whether the member's death meets the criteria for a duty-related death allowance.
  3. If ORS denies a non-duty or duty-incurred death allowance, it shall notify the applicant in writing of its action. The notification shall inform the applicant of the right to request an evidentiary hearing as set forth in Subsection c.
  4. If the Board denies an application for a duty-related death allowance without first giving the applicant notice of the right to request a hearing, the ORS will notify the spouse or eligible beneficiaries of the denial. The notification shall inform the applicant of the right to request an evidentiary hearing as set forth in Subsection c.
  5. If the Board denies the application for a duty-incurred death allowance under paragraph 4. above but determines that a non-duty death allowance is payable, it shall direct the ORS to process a non-duty death allowance without prejudice to the right of the spouse or beneficiary to exercise the right to a hearing under Subsection c. below.
- c. *Request for Hearing.* If, without first giving the applicant notice of the right to request a hearing, the ORS or the Board denies an application for a duty or non-duty disability retirement allowance or death allowance, the ORS shall notify the applicant of the denial and of his or her right to request a hearing on this issue.
1. The notice shall inform the applicant that the request for a hearing must be filed in writing with the ORS within 60 days after the date the notice was mailed and that the request should contain all of the following:
    - a. A fair and accurate statement of the facts as the applicant understands them;
    - b. The reason(s) supporting the applicant's claim; and



- c. The reasons why the determination regarding the absence of a disability or the determination to deny duty- or non-duty death or disability benefits should be reversed.
  2. Upon receipt of a timely request, the ORS shall arrange for an administrative hearing without undue delay.
  3. The hearing, proposal for decision, and final decision and order, shall be conducted and administered pursuant to the contested case procedures of the Administrative Procedures Act, 1969 PA 306, as amended, being MCL 24.271 - 24.287. Medical reports and records shall be admitted into evidence by the presiding officer in lieu of requiring attendance at a hearing by medical personnel.
  4. In the event the applicant or the employer offers into evidence at the hearing the deposition(s) of a treating physician and/or an independent medical examination physician hired by the employer whose reports or materials appear within the administrative record for the hearing, the presiding officer shall admit the deposition(s) into evidence and may determine the appropriate evidentiary value to be given to the deposition(s). Nothing herein precludes the applicant or the employer from producing the deponent as a witness at the hearing.
  5. The applicant and the ORS shall be furnished with a copy of the proposal for decision issued by the presiding officer and any exhibits or other items of public record that will be submitted to the Board to be used in making its final decision.
  6. The Board shall review the findings and proposal for decision submitted by the presiding officer. Neither the findings of the Medical Review Panel nor the proposal for decision shall be binding on the presiding officer or the Board. The Board shall issue a final decision in the matter, which shall be based upon competent, material, and substantial evidence in the whole record.
  7. The final decision of the Board may be reviewed by a court as set forth in the Administrative Procedures Act, 1969 PA 306, as amended, being MCL 24.301 - 24.306.
- d. Except as modified by the current or a future Collective Bargaining Agreement, the rights of members and their retirement beneficiaries to a retirement allowance shall be in accordance with the provisions of the State Police Retirement Act of 1986 (1986 PA 182, as amended), MCL 38.1601, *et seq.*, as it existed on October 1, 2005.

### Section 9. Post Retirement Adjustment.

An employee (or beneficiary if applicable) shall be entitled to receive the annual post retirement adjustment set forth below, if:



- a. The employee is eligible for a retirement allowance under 1986 PA 182 directly following separation from state service and has a retirement allowance effective date on or after October 1, 1989, or
- b. The employee defers retirement under MCL 38.1630 on or after October 1, 1989.

Each retirement allowance shall be increased each October 1 beginning with the later of October 1, 1990 or the first October 1 which is at least 12 months after the retirement allowance effective date. The amount of the annual adjustment shall be equal to two percent of the initial retirement allowance not to exceed \$500.

The annual adjustments are cumulative but are not compounded. Once the first adjustment is received, the monthly benefit will increase by the same amount each October 1 thereafter.

### Section 10. Survivor Pension Payments.

- a. Any individual hired after July 1, 2006 as a new bargaining unit employee may elect, prior to retirement, a survivor (spouse or child less than 18 years of age) retirement allowance option of 100%, 75%, or 50% at actuarially reduced monthly payments, including duty-incurred disability and non-duty disability retirement.
- b. A member or deferred member who elects one of the survivor options and whose retirement allowance beneficiary dies before the retirant shall have his or her retirement allowance increased to the full, straight life amount.
- c. A retirant, who is divorced after payment of his or her retirement allowance begins and whose former spouse is his or her retirement allowance beneficiary, may change his or her survivor option to the straight life option only if an order of the court states that the election of a survivor option under paragraph (a) of this section is to be considered void by the retirement system. A retirant who subsequently remarries may elect a survivor retirement allowance option for his or her spouse of 100%, 75%, or 50% of his or her actuarially reduced monthly payments, unless otherwise precluded by court order.
- d. A member who is not married at the time of retirement and who subsequently marries may elect a survivor retirement allowance option for his or her spouse of 100%, 75%, or 50% of his or her actuarially reduced monthly payments.
- e. Survivor retirement allowance payments made under paragraphs c. and d. of this Section shall be based upon the retirant's and his or her spouse's ages at the time of their marriage. The election of a retirement allowance beneficiary under paragraph c. or d. must be made within 60 days of the retirant's marriage.



- f. If a retirant elects a survivor retirement allowance option after his or her retirement under paragraph c. or d. of this Section, the retirement allowance beneficiary shall only be designated as such for that portion of the retirement allowance not subject to an eligible domestic relations order assigning a previous spouse a reduced benefit under MCL 38.1704(b).

## Section 11. Employee Contribution

- a. Effective October 1, 2012, Bargaining Unit employees covered by the State Police Defined Benefits Retirement Plan will contribute 1% of compensation to such plan.
- b. Effective October 1, 2013, Bargaining Unit employees covered by the State Police Defined Benefits Retirement Plan will contribute an additional 1% of compensation to such plan for a total contribution of 2% of compensation.

## Part B. Deferred Retirement Plan Option

### Section 1. Eligibility and Plan Overview

An employee who has 25 years or more of credited service under the State Police Retirement Act of 1986, as amended, or former act 1935 PA 251, or both, may elect to participate in the deferred retirement option plan (DROP) by executing the application provided by the Office of Retirement Services. Once the application is accepted by the Office of Retirement Services, the employee's participation in the DROP is irrevocable and he or she becomes a DROP participant. The employee is solely responsible for any federal, state, or local tax due as a result of his or her participation in the DROP.

Participation in the DROP does not guarantee continued employment. Except as otherwise provided in this article, an employee who elects to participate in the DROP will remain an active employee eligible to receive any applicable wage changes and benefits and will be subject to policies and procedures of the Department of State Police in the same manner as if he or she had not elected to participate in the DROP.

For each fiscal year that begins on or after October 1, 2004, the Director of State Police and the Retirement Board may elect to discontinue accepting applications for the deferred retirement option plan.

### Section 2. Participation Period

An employee shall indicate on the application for the DROP the number of years that the employee wants to participate in the DROP, up to a maximum of six years. As a condition for participation, the employee agrees to retire at the conclusion of his or her participation in the DROP.



### Section 3. DROP Benefit and Account

A deferred retirement option plan account shall be created in the accounting records of the retirement system for each DROP participant. Each deferred retirement option plan account shall earn interest at the rate of 3% per annum, prorated for any fraction of a year. The DROP account of a DROP participant shall be credited with the following percentage of his or her monthly retirement allowance as calculated pursuant to MCL 38.1624 as if he or she had retired on the day prior to becoming a DROP participant:

- a. 100% if the employee remains in the DROP for six years.
- b. 90% if the employee remains in the DROP for five years but less than six years.
- c. 80% if the employee remains in the DROP for four years but less than five years.
- d. 70% if the employee remains in the DROP for three years but less than four years.
- e. 60% if the employee remains in the DROP for two years but less than three years.
- f. 50% if the employee remains in the DROP for one year but less than two years.
- g. 30% if the employee remains in the DROP for less than one year.

A DROP participant shall not receive a monthly retirement allowance, as calculated pursuant to the Retirement Act, until termination of his or her DROP participation and commencement of retirement. A DROP participant shall not have any claim to any funds in his or her DROP account until he or she retires at the termination of his or her DROP participation.

### Section 4. Distribution of DROP Funds

Upon termination of the DROP participation and commencement of retirement, the former DROP participant shall select one or more of the following options with regard to his or her DROP account:

- a. A total lump sum distribution.
- b. A partial lump sum distribution.
- c. A lump sum direct rollover to another qualified plan if allowed by federal law and subject to the procedures of the retirement system.
- d. Maintain the funds in the account.

A former DROP participant shall remove all funds from his or her DROP account no later than April 1 following the later of the calendar year in which the DROP participant attains 70 years, six months of age or the calendar year in which the DROP participant is retired.



## Section 5. Death or Disability

If a DROP participant or former DROP participant dies before removing all funds from his or her DROP account, the former DROP participant's designated beneficiary shall receive any remaining balances. If the former DROP participant has not named a beneficiary for his or her DROP account, the amount in the DROP account shall be paid to the beneficiary of the former DROP participant's retirement allowance. If the former DROP participant has not named a beneficiary to his or her retirement allowance, the balance in the former DROP participant's account shall be paid to the former DROP participant's estate.

If a DROP participant is found to be disabled under MCL 38.1629, his or her participation in the DROP shall immediately cease and he or she shall be retired.

## Section 6. IRC Compliance

The DROP shall be administered in compliance with Section 415 of the Internal Revenue Code, 26 USC 415, and regulations under that section that are applicable to a governmental deferred retirement option plan. If there is a conflict between this section and another section of this article, this section prevails.

If the department receives notification from the United States internal revenue service that this article or any portion of this article will cause the retirement system to be disqualified for tax purposes under the internal revenue code, 26 USC 1 through 1789, then the portion that will cause the disqualification does not apply.

## Section 7. Special Provisions

Notwithstanding any other contractual provision, the following special provisions apply to a DROP participant:

- a. At the time of acceptance to the DROP, the DROP participant shall be paid for his or her accrued eligible sick leave, subject to Subsection g. A DROP participant shall not accrue any further sick leave. A DROP participant may use up to 240 hours of sick leave for which payment was not received. No payment will be made at retirement for any unused sick leave.
- b. At the time of acceptance to the DROP, the DROP participant shall be paid for his or her accrued annual leave up to 240 hours, subject to Subsection g. Any accrued annual leave in excess of 240 hours may be used by the DROP participant.
- c. Excluding participation in the banked leave time program, each DROP participant shall receive a total of 7.7 hours of annual leave for each 80 hours of paid service in a biweekly work period; however, the maximum number of annual leave hours that a DROP participant may accumulate, including annual leave hours remaining prior to DROP participation, is 200 hours. If a DROP participant is not paid for 80 hours in a biweekly work period, the participant shall be credited with a prorated amount of annual leave for that work period. A DROP participant on an alternative work schedule of more



than 80 hours of paid service in a biweekly work period shall only receive 7.7 hours of annual leave in the biweekly work period. At retirement, the DROP participant will only be paid for a maximum of 76 hours of annual leave.

- d. Drop participants shall not be eligible for, and cannot receive, any longevity pay.
- e. As of the effective date of participation in the DROP, a participating employee is paid for all accrued compensatory time. As of the effective date of participation in the DROP, a participating employee and the employee's supervisor may agree to allow the employee to accrue up to 48 hours of compensatory time. A participating employee is paid for up to 48 hours of unused compensatory time at retirement.
- f. DROP participants shall pay group insurance plan premiums equal to the amount the employee would have paid if the employee had retired on the day before becoming a DROP participant.
- g. Payments due an employee upon approval to participate in the DROP, such as for accrued sick leave, annual leave, compensatory time, and similar items, may be paid at the sole discretion of the state, at the rate of 17% per year until the DROP participant retires, at which time any remaining balance shall be paid. This provision shall not affect how an employee's final average compensation is determined for purposes of calculating his or her retirement benefit pursuant to section 24 of the retirement act.
- h. Solely for purposes of voluntary transfer under the provisions of Article 13, a trooper shall be considered as having three years of time in service seniority, and sergeants shall be considered as having one year of time in rank seniority.
- i. DROP Participants shall be paid at the appropriate 15-year pay rate.

### Section 8. Additional Provision

In the event command officers of the department are offered terms in DROP benefits relating to Section 3 and Section 7 g. above, that the Association considers favorable to them in the same sections, the Association, upon notice and demand to the Office of the State Employer, will be granted the same provision for all employees as are granted to the command officers for the duration of the current agreement.



# Part C. Defined Benefit/Defined Contribution Hybrid Plan for New Troopers

## Section 1. Eligibility and Plan Overview

The Defined Benefit/Defined Contribution Hybrid Retirement Plan will cover all new Bargaining Unit employees beginning with the 123rd Trooper Recruit School.

Employee Contribution Rate	DB Portion: 4.0% DC Portion: Up to the employee.
Regular Retirement Eligibility	DB Portion: 25 years & age 55 or 10 years & age 60 (Vested with 10 years of service) DC Portion: 50% vested in employer contributions at 2 years, 75% at 3 years, 100% at 4 years
Retirement Benefit	2% of 5-year Final Average Compensation (excluding overtime) times years of service up to 25 years of service. After 25 years of service, the benefit multiplier declines by .4% each year until reaching 0% after 30 years of service. Plus 401(k) balance - while working, employer contributions equal 50% of employee contributions up to 1% of pay maximum match.
Transition Incentive	One-time incentive of 5% of annual base salary to facilitate job retraining, once an irrevocable termination date is established, starting after 24 years of service
Additional Benefits	Duty/Non-duty Disability and Survivor benefits. See Appendix L for details.
DROP Plan	None NOTE: The Employer will agree to implement a DROP plan if the parties mutually agree to terms that are cost neutral (the employer costs for the retirement plan with the DROP would not exceed the employer costs for the retirement plan without the DROP).
Post-Retirement Increases	None
Retiree Health Benefit	2% matching contribution to 401(k)/457 + \$2000 into an HRA





# Article 36: Salary

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## Part A. Salary Schedule

### Section 1. Base Wages

The following sets forth the base wage rates for troopers and sergeants:

- a. Except in situations involving “lost time”, it is the intent of the parties to implement step increases for the Trooper E11 level on the anniversary date of the employee’s hire.
- b. The base pay while in recruit school shall be 52.637% of the Trooper 10 base rate, provided that each recruit shall be compensated for a minimum of 24 hours per week at the overtime rate.
- c. Effective 4/8/07, the year 10 rate for the Trooper E11 shall be 1% higher than the 6 – 9 year pay rate; the year 15 rate shall be 2% higher than the 6 – 9 year pay rate; and the year 20 rate shall be 3% higher than the 6 – 9 year pay rate. Effective 4/8/08, the year 10 rate for the Trooper E11 shall be 2% higher than the 6 – 9 year pay rate; the year 15 rate shall be 3.5% higher than the 6 – 9 year pay rate; and the year 20 rate shall be 4.5% higher than the 6 – 9 year pay rate.
- d. The base rate for a sergeant shall be 10% higher than the trooper 6 – 9 year rate.
- e. The Step 1 pay rate for a sergeant shall be 5% higher than the sergeant base rate. Sergeants starting at the base rate shall be placed at the Step 1 rate after one year of satisfactory service. Effective 4/8/07, the year 10 rate shall be 1% higher than the Step 1 pay rate; the year 15 rate shall be 2% higher than the Step 1 pay rate; and the year 20 rate shall be 3% higher than the Step 1 pay rate. Effective 4/8/08, the year 10 rate shall be 2% higher than the Step 1 pay rate; the year 15 rate shall be 3.5% higher than the Step 1 pay rate; and the year 20 rate shall be 4.5% higher than the Step 1 pay rate.
- f. Effective 4/8/07, troopers and sergeants will be placed in the new pay step that represents their time-in-service hours. Any military service time shall not be included in the time in service hours. Thereafter, advancement to the next pay step in the pay range shall be based upon their time-in-service hours.
- g. Following implementation of Subsection f. above, a trooper E11 who is promoted to a sergeant shall be placed at the pay step of the sergeant pay range that represents at least a 10% pay increase. After one year of satisfactory service the employee shall be placed in the pay step that represents their time in service hours, excluding any military service time.



Effective 10-01-2017

Trooper 10 BASE (from completion of recruit school through the end of the first year)

	<b>START (YR 1)</b>	<b>YR 2</b>
Hourly	22.82	26.88
Annually	47,648.16	56,125.44

Trooper E11 / 11

	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>	<b>YR 6 - 9</b>
Hourly	26.88	28.20	29.61	31.10	32.59
Annually	56,125.44	58,881.60	61,825.68	64,936.80	68,047.92

	<b>YR 10</b>	<b>YR 15</b>	<b>YR 20</b>
Hourly	33.25	33.74	34.07
Annually	69,426.00	70,449.12	71,138.16

Sergeant 12

	<b>BASE</b>	<b>STEP 1</b>	<b>YR 10</b>	<b>YR 15</b>	<b>YR 20</b>
Hourly	35.85	37.65	38.40	38.96	39.35
Annually	74,854.80	78,613.20	80,179.20	81,348.48	82,162.80

Effective 10-1-2018

Trooper 10 BASE (from completion of recruit school through the end of the first year)

	<b>START (YR 1)</b>	<b>YR 2</b>
Hourly	23.28	27.42
Annually	48,608.64	57,252.96



Trooper E11 / 11

	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>	<b>YR 6 - 9</b>
Hourly	27.42	28.76	30.20	31.72	33.24
Annually	57,252.96	60,050.88	63,057.60	66,231.36	69,405.12

	<b>YR 10</b>	<b>YR 15</b>	<b>YR 20</b>
Hourly	33.92	34.41	34.75
Annually	70,824.96	71,848.08	72,558.00

Sergeant 12

	<b>BASE</b>	<b>STEP 1</b>	<b>YR 10</b>	<b>YR 15</b>	<b>YR 20</b>
Hourly	36.57	38.40	39.17	39.74	40.14
Annually	76,358.16	80,179.20	81,786.96	82,977.12	83,812.32

Effective 10-1-2019

Trooper 10 BASE (from completion of recruit school through the end of the first year)

	<b>START (YR 1)</b>	<b>YR 2</b>
Hourly	23.51	27.69
Annually	49,088.88	57,816.72

Trooper E11 / 11

	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>	<b>YR 6 - 9</b>
Hourly	27.69	29.05	30.50	32.04	33.57
Annually	57,816.72	60,656.40	63,684.00	66,899.52	70,094.16

	<b>YR 10</b>	<b>YR 15</b>	<b>YR 20</b>
Hourly	34.26	34.75	35.10
Annually	71,534.88	72,558.00	73,288.80

Sergeant 12

	<b>BASE</b>	<b>STEP 1</b>	<b>YR 10</b>	<b>YR 15</b>	<b>YR 20</b>
Hourly	36.94	38.78	39.56	40.14	40.54
Annually	77,130.72	80,972.64	82,601.28	83,812.32	84,647.52



## Part B. Bomb Squad

Bomb Squad members shall be paid 5% of their base rate per month as hazard pay in addition to their regular compensation.

## Part C. Allowance for Emergency Response

The Employer agrees to compensate each employee with at least one year of time-in-service seniority (as defined by Article 11) an additional \$4.00 per calendar day as Emergency Response Compensation to be paid biweekly. The payment shall be included in final average compensation.

## Part D. Tuition Reimbursement

To the extent that funds have been appropriated specifically for tuition reimbursement, unless otherwise provided in such legislative action, the departmental employer agrees to establish a system of partial tuition reimbursement, for all departmental employees.

The departmental employer will notify the Association, upon request, of the amount of money appropriated and allocated by the Department, as well as any change in such allocations.

The administration of the program shall be consistent with the Civil Service Commission Policy and Plan for Continuing Education, except as specifically provided herein, provided that no such reimbursement shall be authorized where departmental employees are on layoff from an occupation for which such academic pursuit is the primary preparation.

Reimbursement shall apply only to the per-credit-hour cost of tuition and not to such items as lab fees, miscellaneous fees, books, or supplies. Selection among eligible applicants, and proportion of reimbursement, shall be determined by the departmental employer. Employees selected shall only be reimbursed upon presenting written documentation of successful completion of the course.

Tuition reimbursement shall not be made unless the course pertains to the employee's current occupation or one in which the Employer plans to seek candidates.

Procedures to be used for application, approval, and verification of successful completion shall be established by the department. The department may require the employee to commit himself or herself to continuing employment with the department for a reasonable period after completion of the courses for which tuition reimbursement has been received. (Equivalency of work time for course work shall be considered reasonable).

The provisions of this Article shall not apply in those cases where the Employer requires the employee to take a course(s) as part of assigned duties.



The department will submit a request for an appropriation for tuition reimbursement unless, in the judgment of the department, directives, or guidelines of the Department of Technology, Management and Budget or other budgetary authority indicate such a request would be contrary to state policy.





# Article 37: Maintenance of Benefits Created by 1982 Contract Extension Agreement

[The provisions of this Article have been incorporated in this and prior collective bargaining agreements. Although the parties do not intend a change as result of the deletion of the text of this article, the text is being eliminated because it is believed to be unnecessary for it to appear in a separate Article of the Agreement.]





# Article 38: Severability and Savings

## Section 1. Operation of Law

If any Article, Section, Clause, or Appendix of this Agreement shall be held invalid by operation of law, or held invalid by any tribunal or court of competent jurisdiction; or if compliance with any Article, Section, Clause, or Appendix shall be restrained by any such tribunal or court pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article, Section, Clause, or Appendix to persons or circumstances other than those to which it has been held invalid or to whom compliance has been restrained, shall not be affected thereby. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisional provisions held invalid.

## Section 2. Application

The execution of this Collective Bargaining Agreement shall be without prejudice to any grievances timely filed or any arbitration proceedings timely initiated pursuant to the former contract or proceedings pending pursuant to Civil Service procedures or other pending litigation, except this Agreement shall supersede any and all grievances or litigation, pending or heretofore resolved, where the specific provisions of this Agreement would have application; however, such supersession shall be prospective in application only.

## Section 3. Typographical or Scriveners' Errors

Due to the length and complexity of this document, the parties recognize that unintended typographical or scriveners' errors can occur that could materially change a provision of the agreement. The parties agree that they will cooperate in correcting any such errors with the sole intent of conforming the agreement to what was negotiated and agreed upon.





# Article 39: Termination and Modification and Copies of Agreement

## Section 1. Termination Date

This Agreement shall continue in full force and effect until 11:59 p.m. September 30, 2020 unless otherwise specified.

## Section 2. Expiration or Renewal

If either party desires to terminate this Agreement, it shall, during the month of March preceding the termination date, give written notice of termination. If neither party shall give such notice as hereinafter provided or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party upon written notice during the month of March of such contract year. In the event that either party gives written notice of termination in the month of March in any calendar year subsequent to September 2014, this contract shall terminate on September 30 of that calendar year, unless extended by mutual agreement of the parties.

## Section 3. Notice of Termination or Modification

Notices shall be in writing and shall be sufficient if sent by certified mail addressed to the Office of the State Employer, if to Management, and to the President's attention, if to the Association.

The Employer shall provide all employees in the bargaining unit and all future employees hired into the bargaining unit during the life of this Agreement a copy of the Agreement. Printing costs shall be paid by the Association.







# Appendix A: Letter of Understanding – Article 8 (#4)

In recognition of the several disputes which have arisen between the Department of State Police and individual members of the bargaining unit over the interpretation of Article 8, Part A, Sections 6 and 7, of the Collective Bargaining Agreement, and in an effort to promote the orderly and timely conducting of Discipline Panels, Discipline Appeal Board, and arbitrations involving discipline, the parties hereby stipulate and agree as follows:

1. The defendant(s) and employee witnesses, regardless of who calls them, shall be entitled to straight-time pay when required to attend a Discipline Panel, Discipline Appeal Board, or arbitration involving discipline. In addition, they shall be entitled to compensatory time at the rate of time-and-one-half if actual time spent in the hearing and actual necessary travel time exceeds eight hours. Witnesses are eligible for travel and per diem expenses pursuant to Article 17, Part B, of the Collective Bargaining Agreement. It is understood that employee witnesses are entitled to pay and expenses only if their testimony is directly related to the charges made against an accused employee.
2. An Association employee representative and Association members of the Discipline Panel or Discipline Appeal Board shall be entitled to straight-time pay for time spent at such proceedings and actual necessary travel time to and from the proceedings. In addition, they shall be entitled to compensatory time at the rate of time-and-one-half if actual time spent in the hearing, actual necessary travel time, and other hours worked exceeds eight hours. It is understood that such employees will be provided the use of a department vehicle or will be reimbursed for necessary mileage at the Employer's option, pursuant to Article 17, Part B, of the Collective Bargaining Agreement.
3. The Employer will endeavor to schedule Discipline Panels and Discipline Appeal Boards with sufficient notice to permit the orderly work scheduling of witnesses, employee representatives, and Association members of the Discipline Panels and Discipline Appeal Boards.
4. Prior to any disciplinary hearing, the parties will exchange a list of witnesses and the employee representative they intend to call, if any, with sufficient notice to permit the scheduling of the employees. The parties also agree to utilize stipulations, depositions, or transcripts prepared by a certified shorthand reporter in lieu of witness testimony when reasonably requested by the opposing party.

The cost of transcripts shall be borne by the requesting party. A party who intends to submit a transcript to the arbitrator shall provide the opposing party with a copy of the transcript before submitting it to the arbitrator.



The parties further agree that this appendix shall be supplemental to the Collective Bargaining Agreement except to the extent it specifically conflicts with the provisions of Article 8, Part A, Sections 6 and 7, in which case this letter of understanding shall supersede the Agreement.





# Appendix B: Letter of Understanding – Alternative Schedules

In order to implement alternative schedules and address potential problems, the parties agree to the following qualifications of Articles 18, 19, and 33 of the Collective Bargaining Agreement:

1. *Holidays.* Pursuant to the provisions of Articles 19 and 33, each employee receives payment or compensatory time at the overtime rate for hours worked in addition to the 8 hours of straight-time pay for each holiday and, when a holiday falls on a pass day, each employee receives another pass day within the pay period subject to the provisions of Article 19, Section 4.

The parties acknowledge that the provisions of Articles 19 and 33 can result, for employees who are working alternative schedules, in less than 80 scheduled hours for bi-weekly pay periods containing a holiday.

To resolve this discrepancy, the Employer shall, at the employee's option:

- a. Allow the employee to use annual leave and/or compensatory leave time credits, and/or
- b. Schedule the employee for additional hours at the straight time rate, including shift differential, if applicable, to any continuous regular workday within the pay period in which the holiday occurs so that the employee is scheduled for a full 80 hours during the bi-weekly pay period. (To any extent an employee who is working on the holiday agrees to resolve the discrepancy by working longer on the holiday than the overtime period being offered by the Employer, the extension will be paid at the straight-time rate.)
- c. The preceding subparagraph a. providing affected employees the option of using annual leave or compensatory leave time credits will not apply to a pay period with more than one holiday. Instead, the Employer shall have the option to either (1) revert back to an 8-hour schedule for the affected pay period; or (2) schedule affected employees for additional hours at the straight-time rate, including shift differential if applicable, within the pay period in which the holidays occur so that the employee is scheduled for a full 80 hours during the bi-weekly pay period. When scheduling additional straight-time hours for this purpose, the Employer may lengthen or shorten one or more of an affected employee's normal workdays



as needed within the pay period, and/or schedule a workday on what would otherwise have been a pass day (subject to the provisions of Article 19, Section 4), provided that each affected employee is scheduled at least five pass days in addition to the holidays and that each scheduled workday is at least 8 hours but not more than 12 hours in duration. Other than by agreement of the employee or in accordance with a local agreement (see Section 4, below), the additional straight-time hours will not be scheduled on a holiday. Workdays that are lengthened, shortened, or added as described above will each be considered a "regularly scheduled shift or workday" as that term is used in Article 19, Section 2.b., but applicability of "double-back" provisions will not otherwise be limited.

2. *Training.* When necessary to assign an employee to a training or re-certification school, the following guidelines will be followed:
  - a. Employees working alternative schedules who are assigned to midnight or afternoon shifts may be reassigned to a day shift to attend a one or two day training school or, by mutual agreement, such employees may be allowed to attend the training school for compensatory time providing that compensatory time is used within the same work period in which it was earned.
  - b. For training schools of a week or more in duration, employees working alternative schedules on any shift may be placed on a five-day work week of 8-hour workdays for the purpose of attending the school, with all rights per the existing agreement between the State of Michigan and MSPTA. The Employer, when possible, will give the employee the day off prior to and after the training school.
  - c. The above provisions are not intended to limit or preclude the Employer from other options consistent with the current Collective Bargaining Agreement that it may have for the scheduling of training.
3. *Vacations.* When necessary for scheduling and planning, it may be required that allowance of summer and winter annual leave days for employees working alternative schedules be determined by multiplying the number of days designated by Article 30, Part A, Section 6. b. of the contract by eight, and then dividing the resulting number by the number of hours in the employee's normal workday in order to determine the equivalent number of vacation days at the 8-hour rate. When the resulting number includes a fraction of a day, the number of vacation days will be rounded up to the next full day.
4. *Local Agreements.* The parties agree that the use of alternative schedules are meant to be as cost-neutral as possible relative to its benefits and that the Employer is not expected to incur unreasonable expense or burden due to alternative schedules that



would not generally be expected with traditional eight-hour schedules, especially in relation to overtime liability or excessive difficulty in scheduling and maintaining service to the public. To that end, the parties at individual work sites may enter into reasonable local agreements, subject to the approval of the both the Employer and the Association, to accommodate greater proportions of employees on alternative schedules than that which is required by the current Collective Bargaining Agreement or to provide for the use of alternative schedules at worksites where they are not otherwise required.





# Appendix C: Letter of Understanding – Article 19 (#24) Compensation for Care and Maintenance of Departmental Canines

Having given appropriate consideration to recent interpretations of the Fair Labor Standards Act by the United States Department of Labor, the parties do hereby mutually agree to implement the following procedure to ensure the appropriate compensation of Department Canine Handlers for the care and maintenance of canine(s) assigned to them.

1. Canine Handlers will receive seven tenths of an hour (42 minutes) of compensation, for the care and maintenance of a single canine, for each calendar day of their 28-day work period, heretofore established by the Department pursuant to the provisions of Section 7(k) of the Fair Labor Standards Act. Handlers will receive an additional three tenths of an hour (18 minutes) of compensation per calendar day for each additional canine assigned to them.
2. 16 hours of the compensation for canine care and maintenance services performed in a 28-day work period will be paid to each Handler in the form of one additional eight-hour day off, with pay, in each of the two biweekly pay periods making up the 28-day work period. Compensation for canine care and maintenance services performed in excess of eight hours in a given 14-day/biweekly pay period, shall be paid at the applicable overtime rate.
3. An "additional day off", as provided for above, shall be reported for timekeeping purposes as eight hours Administrative Leave on the Biweekly Time and Attendance Report. These hours are the hours that were actually worked throughout the 28-day period in 42 minute increments and, as such, count as hours worked for the purposes of determining when the FLSA overtime threshold has been reached (171 hours in a 28- day period).
4. Except in instances of demonstrated need or by mutual agreement, an "additional day off" as provided for above, shall be treated as a "pass day" for purposes of consecutive scheduling under the provisions of Article 19, Section 4 of the Collective Bargaining Agreement.



5. Work performed on an "additional day off," other than canine care and maintenance, shall be paid at the applicable overtime rate.
6. Canine Handlers shall record, on their Officer's Daily Report, all time spent on canine care and maintenance outside their regular scheduled work hours. In no case shall a Handler's average time spent in a given 28-day work period for canine care and maintenance exceed the allotted time provided for in paragraph 1; e.g., 42 minutes per calendar day for a single canine, without prior supervisory approval.
7. All provisions of the Collective Bargaining Agreement not in conflict with this appendix shall remain in full force and effect. Any provision of the Collective Bargaining Agreement in conflict with this Letter of Understanding shall be superseded by this appendix.

\*Pending changes to reflect expanded alternative schedule language.





# Appendix D: Letter of Understanding – Article 19 (#10)

To further clarify Article 19, Section 3. c. in the matter of scheduled overtime distribution among employees at a work unit at the same classification on an equal basis, the following issues are being resolved by the adoption of these outlined procedures.

## Article 19, Section

3 of the original Collective Bargaining Agreement between the parties remains in full force and effect except as modified by this appendix.

1. *Scheduled Overtime.* Scheduled overtime as used in Article 19, Section 3. c. is defined as overtime (either cash payment or compensatory time) which results from work which is of the type typically performed by any bargaining unit member within a classification and which is known and posted on the schedule at least 72 hours prior to the beginning of a pay period.
2. *Offering Overtime.* When work which will result in scheduled overtime (as defined above) is assigned, the employer will offer the option to work the overtime assignment to the employee or employees who have the least number of hours on the list, in ascending order, until the overtime assignment is covered, provided that the employee or employees on the list are reasonably available for scheduling and work.
3. *Reasonable Availability.* An employee shall be considered reasonably available for purposes of equalization of overtime unless he or she is in one or more of the following circumstances:
  - a. Already scheduled to work regular hours during the overtime assignment period (employee may be available for those portions on an overtime assignment not in conflict with regular hours).
  - b. If the overtime assignment would cause the employee to work more than 16 hours in any 24-hour period.
  - c. If an employee is on a scheduled vacation period (including pass days and any holidays occurring during this vacation period).
  - d. If the employee is on sick leave or physically unable to perform the work required during the overtime period.
  - e. If the employee is on temporary assignment as provided in paragraph 9.



- f. If the employee is on Departmental ordered suspension.
  - g. If the employee is on Departmental approved administrative leave.
  - h. If the employee is on lay-off status.
4. *Ordering Overtime.* Should the supervisor exhaust the entire equalization overtime roster in an attempt to assign and cover scheduled overtime and is unable to gain an acceptance, then the least senior employee within the appropriate classification shall be directed to work the assignment, subject to reasonable availability. Under no circumstances will an employee be credited with both overtime refused and overtime worked for the same hours.
  5. *Association Access to Equalization Roster.* Upon reasonable request, any authorized Association Representative shall be granted access to the overtime equalization roster.
  6. *Working Out of Classification.* Except as provided herein, any bargaining unit member working out of classification shall be equalized with other bargaining unit members in the employee's permanent classification. However, an employee who has established eligibility for a higher rate of pay for working out of classification as provided in Article 23, Part B, and who is returned to the lower paid classification solely for the purpose of overtime equalization, shall not lose his or her eligibility for the higher rate of pay for the remainder of the time worked out of classification.
  7. *Overtime Posted Less Than 72 Hours Prior to the Beginning of a Pay Period.* Although this agreement does not require the employer to utilize the overtime equalization roster when available overtime is not posted at least 72 hours prior to the beginning of a pay period, the employer will endeavor to do so whenever practicable. For overtime posted less than 72 hours before the beginning of the pay period, an employee who declines to work this overtime shall not be credited with hours refused for purposes of overtime equalization. However, an employee who works this overtime shall be credited with the hours worked.
  8. *Minimum Hours.* For purposes of equalization of overtime, only time in the amount of one hour or more shall be credited in the time-keeping procedure.
  9. *Temporary Assignments.* Employees temporarily assigned to a work unit other than his or her official work unit in excess of two full pay periods will equalize scheduled overtime at the temporary assignment only. Upon being assigned back to the employee's official work unit, the employee will be given a placement on the overtime equalization roster that represents the average of the work unit.

Persons on temporary assignment for two full pay periods or less shall not be equalized while on temporary assignment but shall remain at their previous status on the overtime equalization roster when they return.



10. *Transfers.* Upon receiving an official departmental transfer from one work unit to another, an employee will be given placement on the overtime equalization roster at the new location which represents the average of the work unit. For purposes of overtime equalization, a reassignment or change in classification will be handled the same as a transfer.
11. *Shift Change or Double-back Hours.* Work hours that are paid at the overtime rate solely because they meet the contractual definition of double-back (Article 19, Section 2) shall not be counted on the equalization roster.
12. *Double-back.* Overtime or compensatory time resulting from shift changes or double-back shall continue to be subject to the appropriate controlling provisions of the Collective Bargaining Agreement between the parties and is not affected by this appendix.
13. *Leaves of Absence.* Employees on authorized leaves of absence (as defined by contract), light duty status, layoff, or extended sick leave in excess of two full pay periods, shall not be equalized while on leave or in this status and shall be added to the overtime equalization roster on their return at the average of the work unit. Persons on leaves of absence, light duty status, layoffs, or extended sick leave for two full pay periods or less shall not be equalized while on leave, light duty status, layoff, or extended sick leave but shall remain at their previous status on the overtime equalization roster when they return.
14. *Special Assignments.* Work which is generated as a result of an individual employee's regular assignment (i.e., court appearance, shift extension, etc.) or as a result of unique qualifications and/or special training (i.e. canine handler, diver, foreign language skills, etc.) shall not be counted for purposes of overtime equalization.
15. *Special Circumstances.* Work which must be assigned to a particular individual outside the individual's regular assignment for legitimate operational reasons (i.e., need for particular gender, ethnic background, etc.) need not be distributed as scheduled overtime; however, these hours will be counted for purposes of compiling an overtime equalization list regardless of when the assignment was made.
16. *Calling-in Sick.* An employee who calls in sick when scheduled to work overtime, including a holiday, shall have the hours counted on the overtime equalization roster as if he or she had worked the overtime.
17. *Roster Adjustment.* Overtime shall be equalized on a continuous basis. However, when discrepancies exist, the overtime equalization roster for Troopers and Sergeants shall continue to be adjusted annually on October 1 in the following manner:
  - a. Determine the number of accumulated overtime hours of the person with the fewest hours on the overtime equalization roster.



- b. Subtract the number of hours determined in number one above from the accumulated overtime hours of each person on the roster.
- c. After the subtraction has been completed, utilize the revised roster as the basis for equalizing overtime for the next 12-month period.

EXAMPLE:

	<b>9/30 Roster</b>	<b>Minus Fewest Hrs.</b>	<b>10/1 Roster</b>
John Jones	21.0 hrs.	-16	5 hrs.
Barbara Brown	19.5 hrs.	-16	3.5 hrs.
James Washington	16.0 hrs.	-16	0 hrs.





# Appendix E: Letter of Understanding – Temporary Assignments

The Michigan State Police Troopers Association and the Department of State Police, through the Office of the State Employer, agree to the following stipulations concerning temporary assignments of bargaining unit members.

1. A temporary assignment of a bargaining unit employee shall be defined as a transfer of limited duration. Except as provided below, the duration of a temporary assignment shall not exceed three years:
  - a. The parties may extend by mutual agreement;
  - b. A temporary assignment to a grand jury will be for the duration of that grand jury;
2. The locations from which and to which temporary assignments are made will be at the sole discretion of the employer. Thereafter, except as provided in paragraph c., volunteers shall be solicited for the temporary assignments within the Trooper classification as follows:
  - a. Volunteer(s) will be assigned by seniority;
  - b. In the absence of sufficient volunteers, mandatory assignments will be in inverse order of seniority;
  - c. The right to refuse a temporary assignment for employees with more than median seniority shall be the same as the right to refuse any other transfer;
  - d. In situations involving limited duty assignments or other extenuating circumstances, the parties may, by mutual agreement, deviate from the seniority provisions contained herein.
3. The selection of employees for temporary assignment to the Training Division, and special investigative assignments within the classification of Detective Trooper Specialist will be at the prerogative of the Employer.

The selection of troopers for temporary assignment to a Hometown Security Team will be through a selection process.



4. Temporary assignments within the Trooper classification will not involve a change in the employee's official workstation. Temporary assignments within the Detective Trooper Specialist classification will involve a change in the employee's official workstation. Equalization of overtime will be in accordance with Appendix D of the current Agreement.
5. Temporary assignments within the Trooper classification shall be eligible for any reimbursable travel and per diem expenses provided by Article 17, Part A and B of the current Collective Bargaining Agreement and other applicable provisions of the Standardized Travel Regulations not in conflict with the Collective Bargaining Agreement. However, employees involved in a temporary assignment for the purpose of providing a limited duty assignment necessitated by an off-duty injury or illness will not be eligible for these benefits.
6. Home to office use of assigned vehicles will be permitted for officers on temporary assignments if both the following conditions are met;
  - a. Home to office use is approved by the funding sources, and
  - b. All related costs are paid for by the funding source.

Use of assigned vehicles shall be subject to any limitations established by the funding source. Limitations and denial of vehicle use by the funding source shall not be grievable.





# Appendix F: Article 27 Table

This table is to be used in conjunction with Article 27, Part D.

Score	Pushups (# in 60 Seconds)	Sit-Ups (# in 60 Seconds)	Vertical Jump (inches)	½ Mile Shuttle Run (minutes and seconds)
9	30	32	17.5	4:29.6
8	29	31	17.4-16.0	4:29.7-4:38.2
7	28-22	30	15.11-15.0	4:38.3-4:54.7
6	21-15	29-28	14.11-11.0	4:54.8-5:35.4
5	14-11	27-19	10.11-9.0	5:35.5-5:59.
4	10-7	18	8.11-8.0	5:59.2-6:13.3
3	6-5	17-16	7.11-7.0	6:13.4-6:30.0
2	4-3	15-11	6.11-6.0	6:30.1-7:00.1
1	2-1	10-5	5.11-5.0	7:00.2-9:59.9
0	NP	NP	NP	NP

Employees must achieve a minimum score of 16 points, with "NP" (no performance) in not more than one category.

If the employer elects not to use all of these categories in a mandatory fitness program, the minimum score shall be reduced proportionately.





## Appendix G: Reassignment – Articles 13 and 14

If the Employer establishes new Metropolitan Freeway Post(s) within 15 miles of the Detroit Freeway Post, and thereafter determines the need to reassign an employee in the trooper classification between these locations, the Employer shall utilize the procedures set forth in Article 13, Section 4, of the current Agreement.

Sergeants and Detective Sergeants assigned to metropolitan freeway posts within 15 miles of the Detroit Post will remain subject to reassignment under Article 14, but they will also be eligible for transfer between these locations under the provisions of Article 13, Section 4 in the event the Employer elects to fill a vacancy by transfer instead of reassignment.





# Appendix H: Labor Disputes and Unfair Labor Practice Resolution and Agreement

The following procedures have been adopted to facilitate collective bargaining between the Michigan State Police Troopers Association and the Department of State Police pursuant to Article XI, Section 5 of the State Constitution:

1. Pursuant to Civil Service Commission Employee Relations Policy, Article I, Part 1.2 (as amended by the Michigan Civil Service Commission on October 12, 1979), resolution of all disputes with reference to the implementation of collective bargaining and arbitration for Michigan State Police Troopers and Sergeants mandated by the 1978 Amendment to Article XI, Section 5, of the Michigan Constitution of 1963, shall be implemented and provided for pursuant to 1969 PA 312, and shall be through the mediation and arbitration process set forth therein. Mediation and/or arbitration requests shall be processed and handled by the Michigan Employment Relations Commission and shall be resolved in the manner as provided by law for public police and fire departments, except as hereafter provided.
2. The parties further agree to transmit any Collective Bargaining Agreement reached and/or any arbitration award to the Michigan Civil Service Commission pursuant to Article I, Part 1.2 of the Employee Relations Policy, for proceedings consistent with the law and the Constitution.
3. Any unfair labor practice (prohibited practice) charge shall be filed with the Department of Civil Service. Upon receipt of such a charge, the Department shall forthwith: (1) appoint an arbitrator mutually agreed upon by the parties or, absent such agreement, (2) submit to the parties the names of at least five impartial labor arbitrators who are on the rolls of the American Arbitration Association, willing and able to serve as hearing examiners. Each party may, within ten days, strike the names of two said arbitrators, and return the list to the Department. The Department shall then choose by lot from the remaining names, if more than one, or appoint the remaining person as hearing examiner. The hearing examiner shall thereafter conduct the hearing according to the rules of the Michigan Employment Relations Commission, and shall apply the case law, principles, standards and precedents for unfair labor practice charges developed by the Michigan Employment Relations Commission and the Courts in interpreting and construing Acts 1939 PA 176 and 1947 PA 336, as amended. The decision of the hearing examiner shall be subject to judicial review in the same manner as a decision of the Michigan Civil Service Commission.





# Appendix I: Affordable Health Care Act and Excise Tax (“Cadillac Tax”)

The aggregate cost for any of the C.O.P.S. Trust plan options extending into 2018 must fall below the federal excise (“Cadillac”) tax thresholds established by the Internal Revenue Service (IRS) under the Patient Protection and Affordable Care Act (PPACA).

The aggregate cost which must be counted toward the applicable 2018 federal excise tax threshold will be calculated in accordance with IRS guidelines. The most recent information available, subject to change, includes total premiums (employer and employee share) and employee pre-tax medical Flexible Spending Account (FSA) contributions in the aggregate cost. The Employer agrees to provide notice to MSPTA as soon as administratively feasible, but no later than July 13, 2017, of the SHP PPO rates and HMO rates for FY 2018. Notice of DROP participant SHP PPO rates will be provided as soon as administratively feasible, but no later than July 13, 2017. If the aggregate cost for the SHP PPO or any of the HMOs extending into 2018 exceeds federal excise tax thresholds established by the IRS, the parties agree to meet and bargain in good faith immediately following the announcement of FY 2018 rates to reduce the aggregate cost below the applicable threshold in accordance with the following:

1. The parties agree that beginning with the FSA enrollment for Calendar Year 2018, the medical spending account option under Article 32, Part K (Flexible Compensation Plan) will be reduced or eliminated to maintain aggregate cost below the applicable 2018 federal excise tax thresholds, unless prohibited by law, or if doing so would invalidate the plan in whole or in part or result in additional costs to the Employer and/or employees.
2. If aggregate costs cannot be modified to levels below the applicable 2018 federal excise tax through adjustments to the flexible spending plan, FY 2018 health plan options available to state police troopers and sergeants, including DROP participants, will be C.O.P.S. Trust plan options where the aggregate cost extending into 2018 falls below the federal excise tax. This does not preclude enrollment in other eligible plans not exceeding the 2018 excise tax plan.
3. If no eligible C.O.P.S. Trust plan is available to active members or DROP participants due to excessive aggregate costs, the parties agree to meet and bargain in good faith to modify SHP PPO or any HMO plan designs in order to place the aggregate cost of such plans below the applicable 2018 federal excise tax. If an agreement cannot be reached by October 1, 2017 for FY 2018 the health plan options available to state police troopers and sergeants, including DROP participants, will be the same SHP PPO plan design as available to all other state employees. The State will pay the same dollar amount that would be paid toward the SHP PPO for the same level of coverage as paid for all other state employees.



Any agreement reached shall be reduced to writing and will address only the plan(s) where total aggregate costs exceed 2018 federal excise tax thresholds established by the IRS.

Retirees: Health plan rates for retired troopers and sergeants will also be provided no later than July 13, 2017. If the aggregate cost for the Retiree SHP PPO or any of the Retiree HMOs extending into 2018 exceeds federal excise tax thresholds established by the IRS, the parties agree to meet and bargain in good faith to reduce the aggregate cost below the applicable threshold. If an agreement cannot be reached, the health options available to retired state police troopers and sergeants for FY 2018 will be the same SHP PPO and HMO plan designs available to all other state retirees with the State paying 95% of the total cost of the SHP PPO and retirees paying the remainder. The State will pay the same dollar amount toward an HMO that would be paid toward the retiree SHP PPO for the same level of coverage with the retiree paying the remainder.

Any agreement reached shall be reduced to writing and will address only the plan(s) where total aggregate costs exceed 2018 federal excise tax thresholds established by the IRS.





# Appendix J: Qualifications and Participation on a Federal Bureau of Investigation Joint Terrorism Task Force (JTTF) – Article 7

The Michigan State Police Troopers Association and the Michigan Department of State Police, through the office of the State Employer, recognize that the qualification and participation of a bargaining unit member on a Joint Terrorism Task Force is dependent on the standards and conditions established by the Federal Bureau of Investigation. One such condition is the submission to and successful completion of a polygraph examination conducted by the Federal Bureau of Investigation. Therefore, the parties agree to the following as it pertains to the submission to a polygraph examination by a bargaining unit member.

1. The department will give clear notice on its Joint Terrorism Task Force position postings that members of the bargaining unit will be subject to a polygraph examination administered by the FBI and that successful completion of this examination is criteria for further application processing.
2. The department will further give clear notice on these position postings that continued participation as a member of a Joint Terrorism Task Force may be dependent on the bargaining unit member submitting to and successfully passing random polygraph examinations after acceptance to the position.
3. A bargaining unit member preliminarily selected to serve on a Joint Terrorism Task Force will not be transferred or reassigned from their work site until they have successfully passed a federal background check and polygraph examination. This requirement does not prohibit the department from temporarily assigning a bargaining unit member to a Joint Terrorism Task Force for orientation, training, or other similar purposes. In the event that a bargaining unit member is temporarily assigned to a Joint Terrorism Task Force pending confirmation, the provisions for temporary assignments set forth in Appendix E apply.
4. Bargaining unit members who no longer desire to serve on a Joint Terrorism Task Force, decline to submit to a random polygraph examination, or who do not successfully pass a random polygraph examination after such assignment, will be reassigned in accordance with Letter of Understanding #85 (Reassignments of Detective Trooper Specialists). This provision applies to both Detective Sergeants and Detective Troopers.



5. In accordance with Article 7, Section 1 of the collective bargaining agreement, as well as the Polygraph Protection Act of 1981 (Act 44 of 1982), bargaining unit members shall not have disciplinary or any other action taken against them for refusal to submit to or failure to pass a polygraph examination. In addition, the results of a polygraph examination shall not be used or offered in any criminal proceeding.





# Appendix K: Article 35, Part C (Pension Plan Clarification)

In accordance with Article 35, Part C of the Collective Bargaining Agreement establishing the Defined Benefit/Defined Contribution Hybrid Retirement Plan for New Troopers, the “Additional Benefits” of Duty/Non-duty Disability and Survivor Benefits are as follows:

## *A. Duty Disability Retirement*

A Defined Benefit/Defined Contribution Hybrid Retirement Plan (DB/DC Plan) participant determined to be duty disabled will receive a retirement allowance as provided in MCL 38.1626, following the survivor nomination set forth in Article 35, Part A, Section 10 of the Collective Bargaining Agreement (CBA). The retirement allowance will be offset by the actuarially determined value of the employer-funded portion plus the associated investment growth of the employer-funded portion of the participant’s Defined Contribution (DC) account balance.

## *B. Duty Disability Health Care*

A DB/DC Plan participant determined to be duty disabled and their beneficiaries will receive the same retiree health care provided for in MCL 38.1642. By receiving this subsidized health care benefit, the DB/DC Plan participant will forfeit the 2% matching employer contribution and associated investment growth made to the health care account.

## *C. Non-duty Disability Retirement*

A DB/DC Plan participant determined to be non-duty disabled will receive a retirement allowance as provided in MCL 38.1628, following the survivor nomination set forth in Article 35, Part A, Section 10 of the Collective Bargaining Agreement (CBA). The retirement allowance will be offset by the actuarially determined value of the employer-funded portion plus the associated investment growth of the employer-funded portion of the participant’s DC account balance.

## *D. Non-duty Disability Health Care*

A DB/DC Plan participant determined to be non-duty disabled and their beneficiaries will receive the same retiree health care provided for in MCL 38.1642. By receiving this subsidized health care benefit, the DB/DC Plan participant will forfeit the 2% matching employer contribution and associated investment growth made to the health care account.

## *E. Duty Death Survivor Benefit*

The surviving beneficiary (spouse or child) of a DB/DC Plan participant whose death is duty-related will receive the same benefit the DB/DC Plan participant would have received as a duty disabled retiree as provided in MCL 38.1626. The survivor retirement allowance will be offset by the actuarially determined value of the employer-funded portion plus the associated investment growth of the employer-funded portion of the participant’s DC account balance.



*F. Non-duty Death Survivor Benefit*

The surviving beneficiary (spouse or child) of a DB/DC Plan participant whose death is non-duty-related will receive the same benefit the DB/DC Plan participant would have received as a non-duty disabled retiree as provided in MCL 38.1627. The survivor retirement allowance will be offset by the actuarially determined value of the employer-funded portion plus the associated investment growth of the employer-funded portion of the participant's DC account balance.

*G. Duty and Non-Duty Survivor Health Care*

The surviving beneficiary (spouse or child) of a DB/DC Plan participant whose death is duty-related or non-duty-related will receive the same retiree health benefit as a retired trooper under the DB plan as provided in MCL 38.1642. The surviving beneficiary will forfeit the employer contributions and associated investment growth on the 2% matching contribution in the deceased participant's health care account.

