

## ARTICLE 13 ASSIGNMENT AND TRANSFER

### Section A. Definitions.

1. **Assignment.** An assignment is the particular job to be performed within a work location, on an assigned shift and schedule as directed by the Employer.
2. **Reassignment.** A reassignment is a change of assignment of a classified employee effected upon the Employer's initiative in accordance with Section B. of this Article.
3. **Transfer.** A transfer is either the filling of a vacancy, or a permanent change in assignment, at the employee's initiative or request in accordance with Section C. of this Article.
4. **Initial Vacancy.** An initial vacancy is a new or existing unfilled, permanent position which the Employer seeks to fill. A position from which an employee has been laid off or transferred is not an initial vacancy for purposes of transfer.
5. **Subsequent Vacancy.** A subsequent vacancy is a vacancy which results from the transfer of an employee who exercises his/her transfer rights in accordance with Section C. of this Article.
6. **Patterned Positions.** For purposes of this Article, positions in a classification series that have patterned level changes shall be considered the same class and level.
7. **Work Location.** Work location is a county or a facility within a county, or in those instances where employees have a geographic area of assignment larger than a county, the geographic area of assignment shall be considered the work location. This definition shall be the subject of secondary negotiations at the request of either party.
8. **Work Site.** For the purpose of this Article each of the following shall be considered a separate work site:
  - a. A building within a work location;
  - b. A building or group of buildings which constitute a facility of the Departments of Community Health, Corrections, or organizational field unit in the Departments of Natural Resources and Environmental Quality, and the Department of Human Services, and Military and Veterans Affairs.
  - c. In Metro-Lansing area, the various administrative office locations for each Department/Agency shall be considered as a single work site.

This definition shall be the subject of secondary negotiations at the request of either party.

9. **Seniority.** For purposes of this Article seniority shall be as defined in Article 11.
10. **Qualified.** For purposes of this Article, except as provided in Section C.3. an employee shall be deemed qualified if he/she is actively employed on a permanent basis in the same Civil Service classification as the vacancy.

### **Section B. Assignment-Reassignment.**

1. **Right of Assignment.** Except as provided in this Article, the Employer shall have the right and responsibility to assign employees to and within an Agency or work location. The use of approved class clusters for reassignment shall be a proper subject for secondary negotiations. In filling a vacancy the Employer shall continue to have the right to assign or reassign a qualified employee subject only to the provisions of this Article.
2. **Other Assignment.** Prior to utilizing provisions of Section C., Subsection 2., and 3. of this Article, the Employer may reassign an employee within the employee's work site, provided that such reassignment does not require a shift change.

In reassigning an employee from one (1) work location to another, or one (1) work site to another, or from one (1) assignment to another requiring a change in shift, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts or between work locations, within the immediately preceding twelve (12) month period. In the absence of a relevant transfer list, before making an involuntary reassignment between work sites, work locations or across shifts the Employer shall seek volunteers in the class/approved class cluster from the work site, work location or shift from which the reassignment is to be made.

The Employer will not reassign an employee to another classification if such assignment would require compensation in a lower pay range. At work sites having multiple shifts, a redistribution of employees between shifts, provided that there is no net gain of employees, shall be accomplished by voluntary transfers of employees from the other shifts at that work site. Failing to meet operational requirements via these transfers, the Employer will reassign the least senior qualified employee, whenever possible, who has not been reassigned across shifts within the immediately preceding twelve (12) month period. To maintain a balance of experienced employees in a manner requiring transfer out of line seniority on a shift, agreements will be sought through the appropriate level Labor-Management meetings. An employee who refuses a reassignment to another county within seventy-five (75) miles shall not have such refusal treated as a layoff, however, he/she shall be entitled to recall rights. An employee who refuses a reassignment of more

than seventy-five (75) miles shall have such refusal treated as a layoff pursuant to provisions of Article 12.

- 3. Employee Conduct Reassignment.** An employee may be reassigned when an employee's conduct or actions have been such that the employee's continued presence in a work site will be detrimental to the continued effectiveness of the work unit or, the employee will be seriously hampered in the effective performance of the employee's duties. An employee conduct reassignment may be requested by the employee or initiated by the Employer. Any employee conduct reassignment requested by the employee shall not be grievable. Reassignment shall not be executed solely for disciplinary purposes.
- 4. Employee Demotion.** The Employer may fill a position by either voluntary or involuntary demotion for cause of an employee in these Bargaining Units, prior to transferring or recalling employees.
- 5. Relief Assignments.** Relief assignments may be made on a day-to-day basis by the Employer in order to insure and establish adequate staffing in an assignment or work location. Relief assignment may be utilized by the Employer as a regular assignment.
- 6. Temporary Reassignment.** The Employer may temporarily fill a vacancy to fulfill operational requirements, including using employees from a recall list without being bound by the procedure of Section C., Subsections 1., 2., and 3. of this Article. However, temporary reassignments at work sites or locations outside the employee's permanent work location or county containing the employee's permanent work site will make the employee eligible for travel and meal allowances. The Employer will advise the employee of the expected duration of the temporary reassignment. If an extension becomes necessary, the employee will be advised of the expected duration of the extension. The Employer agrees to meet with the Union upon request if questions arise regarding the duration of the temporary reassignment.
- 7. Reassignment to Alternative Position.** The Employer may reassign employees to a vacant position within their work location without being bound by the procedures in Section C., Subsections 1. and 2. of this Article in order to:

  - a.** Accommodate an employee's need for an intermittent or reduced work schedule in accordance with the Federal Family and Medical Leave Act when such time off is medically necessary because of an employee's own serious health condition or the serious health condition of a parent, spouse or child, or
  - b.** To address an employee's request for reasonable accommodation.

The Employer may likewise reassign employees covered by this Agreement to positions outside these Bargaining Units for the reasons outlined in this Subsection.

- 8. Limits to Reassignment.** An employee shall not be subject to any reassignment requiring mandatory relocation of residence more than once in any three (3) year period except:
- a. By mutual agreement between the Employer and the employee;
  - b. In cases of employee conduct reassignment;
  - c. As required in Subsection 2. of this Section.

**9. General.**

- a. An employee shall be given thirty (30) calendar days written notice prior to the effective date of any reassignment involving a mandatory change in residence. If operational requirements are such that the employee is required to report to the employee's new assignment before the thirty (30) calendar day period expires, the employee's eligibility for travel, lodging, and meal allowances shall be extended by the same period of time he/she is required to report early.
- b. Reassignment of employees shall not be made in an arbitrary or capricious manner.

**Section C. Transfer.**

- 1. Initial Vacancy.** When the Employer seeks to fill an initial vacancy the Employer shall post or otherwise provide notice of such vacancy for five (5) week days excluding holidays, at the work site at which the vacancy occurs. If three (3) or more employees express an interest in the vacancy, the Employer shall appoint one (1) of the three (3) most senior qualified employees. Where only one (1) or two (2) express an interest, the Employer shall take one (1) or two (2) names of the most senior employees on the Department Transfer List so that there is a total of three (3) employees to be considered. The Employer shall appoint one (1) of the three (3) most senior qualified employees. If no employees express an interest, the vacancy shall be filled in accordance with Section C., Subsection 2., below. If there are less than three (3) total employees interested in the vacancy or on the transfer list, the Employer may consider all other forms of appointment procedure, providing there are no names on any applicable recall lists but will give equal consideration to those on the transfer list. Nothing contained herein shall prohibit the Employer from selecting the most senior qualified applicant.

When the Employer seeks to fill a vacancy as outlined in this Subsection, the offer of employment shall be confirmed in writing to the employee prior to appointment.

## 2. Transfer Lists.

- a. Departmental Transfer List.** Employees shall be entitled to express an interest in transfer to other work locations and/or work sites within their own Department to which they would like to transfer within their current classification which would allow them to retain their same level. The issue of tiered transfer priorities and transfers between classes within the same approved class cluster shall be a proper subject for secondary negotiations. Such requests may be submitted to the appropriate Human Resource Office on a continuing basis. Lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees, no later than September 15, that transfer lists established by this Agreement are expiring on September 30. Employees desiring transfer consideration during the subsequent twelve (12) months must submit new requests. All requests must be made in writing on the established departmental form or in the absence of such form, by letter or memorandum. Such forms shall be available to employees at their work site.

Employees submitting transfer requests shall indicate desired work locations by county designation or other appropriate designations as determined in secondary negotiations, except that no transfer rights from this list shall exist for positions within an employee's current work site.

- b. Interdepartmental Transfer.** Employees shall be entitled to express an interest in transfer to other Departments within their current classification which would allow them to retain their same level. Such request shall be submitted to the current Departmental Human Resource Office on a continuing basis. Lists established as a result of such requests will expire annually on September 30. The Employer shall provide notice to employees, no later than September 15, that said lists established by this agreement are expiring on September 30. Employees desiring transfer consideration during the subsequent twelve (12) months must submit new requests. All requests must be made in writing on the established Office of the State Employer (OSE) form. Such form shall be available to employees through their Human Resource Office. Employees submitting transfer requests shall indicate desired counties.

- c. Application.** A subsequent vacancy shall be filled from among employees on the appropriate Departmental Transfer List provided such list contains three (3) or more qualified employees. When a selection is made from such a list, the Employer shall appoint one (1) of the three (3) most senior qualified employees. Where there are less than three (3) on the Departmental Transfer List, and the Employer elects not to reassign under the provisions of Section B., Subsection 2., the Employer may consider the Interdepartmental Transfer List providing there are no names on any applicable recall lists. If there is an Interdepartmental Transfer List the

Employer may give equal consideration to promotion of employees from within the Department. When using the Interdepartmental Transfer List if there are at least three (3) names on the list the Employer shall appoint one (1) of the three (3) most senior employees or appoint a promotional candidate from within the Department. If there are fewer than three (3) names on the Interdepartmental Transfer List, the Employer may consider all other forms of appointment procedure including the promotion of employees from within the Department. Nothing contained in these provisions shall prohibit the Department from selecting the most senior qualified candidate.

If the Employer decides to fill a vacancy in these Bargaining Units by promotion the Employer will give primary consideration to employees in these Bargaining Units consistent with Civil Service Rules and Regulations.

**3. Limitations.** The Employer shall not be required to consider:

- a. Initial or continuing probationary employees;
- b. Employees in less than satisfactory standing;
- c. Employees who have been transferred any time during the immediately preceding twelve (12) month period;
- d. Employees who have declined, or failed to respond to three (3) offers of transfer within the immediately preceding twelve (12) month period;
- e. Employees, if the vacancy is part of a conduct reassignment as described in Section B., Subsection 3., of this Article;
- f. Employees who do not possess the particular qualifications for the assignment, including but not limited to:
  - (1) Special job skills;
  - (2) Physical requirements;
  - (3) Selection certification requirements;
  - (4) Sub Class Code requirements;
- g. Where a work site or facility is closed or divided, the Employer may reassign employees along with their work responsibilities to the new facility or work site;
- h. Employees who have been promoted, hired, recalled or reinstated within the immediately preceding twelve (12) month period.

**4. Hardship Transfers.** Legitimate hardship transfer requests to another work location submitted by the Union may be honored where the Appointing Authority determines that a hardship exists and that to do so will not impair

the operating effectiveness of the Department/Agency or any subunit thereof. For purposes of this Subsection, hardship means health condition of an employee or an employee's immediate family (as defined in Article 40) requiring the employee's presence or availability in another location for an extended period of time. All hardship transfer requests shall be in writing to the employee's Appointing Authority and clearly set forth the circumstances of the hardship. Such transfer may be given priority over other voluntary transfer requests. The Union agrees that the approval of such hardship transfer by the Appointing Authority shall not be grievable if done in accordance with the provisions of this Subsection.

- 5. Correcting a Staffing Imbalance.** Where the Employer seeks to correct a staffing imbalance between work locations or work sites, the Employer shall first approve transfer requests from the overstaffed work site/work location prior to the reassignment of an employee. In the absence of transfer names from such overstaffed work site/work locations, the Employer may reassign in accordance with the provisions of Section B., Subsection 2., of this Article. When the Employer intends to utilize this provision, the Employer shall give the Union prior notice and shall, upon request, meet with the Union to discuss the details of such action. The criteria for determining when a staffing imbalance under this Section exists shall be subject to secondary negotiations.
- 6. Exchange Transfer.** An exchange transfer may take place upon agreement of involved employees, the Employer and the Union.

#### **Section D. Seniority Exceptions for Reassignment or Transfer.**

The Employer may reassign or transfer out of line of seniority to maintain an existing affirmative action plan in accordance with applicable law when approved in advance by the State Personnel Director.

#### **Section E. Expense Reimbursement.**

Employees who are reassigned under the provisions of Section B. of this Article shall be eligible to receive reimbursement for incurred moving expenses in accordance with Article 37 of this Agreement.

Employees who are transferred under the provisions of Section C. of this Article shall not be entitled to receive reimbursement for incurred moving expenses pursuant to Article 37 of this Agreement. However, an employee's employing Department/Agency may at its sole discretion authorize the application of part or all of such Article.

The granting of administrative leave when the Employer conducts interviews under the provisions of this Article will continue in accordance with current practice unless negotiated otherwise in secondary negotiations.

The provisions of this Article shall not obligate the Employer to retrain, furnish, or provide for retraining of any employee in order to permit him/her to apply for or receive approval of a transfer request.

**Section F. Limited Term Employees.**

An employee whose status has been gained solely in a limited term appointment may not be moved to a permanent position until the rights of permanent employees under Article 12 and 13 have been exhausted.