

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 hereafter set forth.

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, Detroit Freeway 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/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. **Detroit Freeway.** Troopers assigned to the Detroit Freeway Post shall be given priority in the transfer process under the following provisions:
 - (1) Solely for the purpose of a trooper requesting a transfer from the Detroit Post, a trooper will be credited additional or "super" seniority equal to the time worked at the Detroit Post. The maximum super seniority to be credited at any one time is eight years.
 - (2) Super seniority may be used only once by an employee assigned to the Detroit Post for any transfer from that post. This does not preclude a trooper who has transferred from the Detroit Post and then is assigned back to the Detroit Post from earning super seniority again if this or a successor agreement is in effect.
 - (3) A trooper who transfers from the Detroit Post, or is reassigned to a metropolitan freeway post within 15 miles under Appendix G of the current contract, will have his/her super seniority accrual zeroed out. A trooper who is otherwise reassigned from the Detroit Post will

maintain his/her accrual of super seniority and, provided he/she subsequently returns to the Detroit Post without having transferred to any other work site, may resume earning super seniority if this or a successor agreement is in effect.

- (4) When filing a trooper vacancy using the transfer provision of Article 13 of the Agreement, the Department will post the seniority and super seniority for those requesting a transfer.

- d. **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 to the Department in writing with copies to his/her post and division commander specifying his/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 peremptorily 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, hardship, and Detroit Freeway Post), the transfer shall be made on the basis of time in service seniority and qualification. Transfers within the Departmental Underwater Recovery and Rescue Unit, Canine Unit, Accident Reconstruction, Motorcycle Patrol, and Computer Crimes Unit 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) Underwater Recovery Unit
- (g) Emergency Support Team
- (h) The T.E.A.M. position in the Special Operations Division (Lansing)
- (i) The Traffic Services position in the Special Operations Division (Lansing)

e. **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.

f. 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.

- g. 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.

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/her present unit will (1) be detrimental to the continued effective operation of that unit; or (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/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), but 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 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 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/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, and review the claims, and 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/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:

1. Hardship Transfers (Section 4-a).
2. Employee Special Circumstances Transfers (Section 5).
3. Mandatory Transfers (Section 6).
4. Transfers or Relocations in conjunction with a selection or promotion.
5. 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.
6. 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/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, 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 and/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, etc. 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 and/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/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.