

ARTICLE 35

REASSIGNMENTS

SECTION 1

- A. The Employer has the right to reassign employees. In doing so, the Employer will make reassignments to appropriately classified jobs at the appropriate grade levels. The Employer's decision to reassign will be a bona fide determination based upon legitimate management considerations. The Employer will give reasonable consideration to assertions by the employee that the reassignment will cause undue personal hardship. Reassignment will not be used as punishment, in lieu of disciplinary action, or based on personal favoritism or retaliation.
- B. The Employer will make efforts to minimize the adverse impact on employees involuntarily reassigned under this article.
- C. A reassignment is a permanent assignment of an employee from one bargaining unit position to another bargaining unit position without promotion, demotion or break in service. Reassignments will be carried out in accordance with applicable law, government-wide rule or regulations and this Article. Notwithstanding this definition, the procedures set forth in this Article apply only to substantive Reassignments; they do not apply to personnel actions that are denominated "reassignments" but are only technical in nature (e.g., those that change a position description number, etc.).
- D. The Employer will provide notice of Employer-directed reassignments concurrent with notice to employees.
- E. The Parties agree that decisions concerning reassignments will take into account the goals of increasing career-related flexibility and mobility, and minimizing the need for involuntary reassignments.

SECTION 2

- A. When the Employer decides to fill a position through voluntary reassignment, the Employer will make the reassignment opportunity known to qualified employees via a ten (10) day notice on the e- mail system, unless it has otherwise announced the vacancy through a merit promotion announcement. This is understood by the parties to allow other qualified employees to submit for consideration for the reassignment opportunity and the employer to consider their submission prior to the reassignment. The Employer will make its selection known to employees who expressed an interest.
- B. Employees in identical positions, e.g., same title, series, grade, and qualifying experience may request to exchange positions with one another so long as they do not request payment of moving expenses from the Employer. Approval or denial of any such request will be in the

Employer's sole discretion, but will not be done arbitrarily, capriciously, or for discriminatory reasons.

SECTION 3

Employees are encouraged to make recommendations to their supervisors on improvements in the structure of positions in the unit and to express their interest in being considered for the positions they are suggesting, if such positions are established in the future. The supervisor will give reasonable consideration to such suggestions.

SECTION 4

The Employer agrees that when an employee has been reassigned due to the abolishment of his or her position, he or she will be given priority consideration if that position is reestablished within one (1) year. To receive priority consideration, the employee must timely apply for the position and clearly indicate that he or she held the position when it was abolished. Priority consideration means that the employee alone must be given bona fide consideration by the selecting official, based on legitimate job related criteria for the position to be filled, before any other candidates are referred for consideration.

SECTION 5

When an involuntary reassignment involves a change in duty station outside of the local commuting area, the Employer agrees to give the employee forty-five (45) days' advance notice. When an involuntary reassignment involves a change in duty station within the commuting area, the Employer agrees to give the employee at least fourteen (14) calendar days' advance notice. Also, the Employer agrees to give the employee a form SF-50, a copy of the position description of the reassigned position, and a summary of the duties. The Employer will further identify the employee's supervisor and post-of-duty.

SECTION 6

A. Involuntary Reassignments

When the Employer determines that an involuntary reassignment of an employee is necessary, the Employer will use the following procedures:

1. The Employer will identify position, as opposed to employees, from which the reassignment will come;
2. the employee will be given choice of position if more than one position exists; and
3. the Employer shall give employees all necessary information at the time of notification, i.e., relocation expenses information, pay, position description, retirement information, and separation information.

B. The Employer will then identify within the group of positions those employees who are best

suited to fill the position. In determining who is best suited, the Employer will apply factors such as, but not limited to:

1. The Employer's need to develop a balance of experienced and trained employees and obtain the most effective distribution of needed skills and other necessary characteristics;
2. Qualifications and skills needed for an employee to adequately perform in the position.
3. Cost effectiveness, workload considerations, and staffing balance; and
4. Whether a candidate for involuntary reassignment has previously experienced other involuntary reassignments.

SECTION 7

The Employer will timely provide adequate and appropriate training for the reassigned employee, if necessary. In addition, a reasonable amount of time will be allowed the employee in which to become proficient in new duties.