

## DETAILS, REASSIGNMENTS and RELOCATIONS

**SECTION 1. DETAILS:** Management retains the exclusive right to assign work to employees, and to maintain mission efficiency by determining the methods, the means, and the personnel by which operations are to be conducted. Employee details will be affected only for the purpose of meeting the temporary needs of the Agency. Details will be made in accordance with applicable laws, regulations, and will be consistent with the terms of this agreement. Details under this Article may be rotated among well-qualified bargaining unit employees in accordance with mission requirements.

**A. Definition:** A detail is the temporary assignment of an employee to another position or to a statement of described duties without a change in status grade or compensation for a specified time (to include relocation from one facility to another, e.g., from FBCH to WRNMMC), with return to regular duties at the end of the detail. During the period of a detail, the employee remains officially in his or her regular position.

**B. Notice:** The Agency agrees that any bargaining unit employee for whom a known detail is planned will be notified at one (1) pay period prior to the beginning of the detail with copy to the Union.

**C. Documentation:** Any detail will be documented by memorandum to the employee with a copy placed in the employee's worksite file. A detail in excess of thirty calendar (30) days will be reported on a Notification of Personnel Action (SF-50) that will be maintained as a permanent record in the employee's Official Personnel Folder (OPF).

**D. Performance Plans:** A new performance plan must be provided within thirty calendar (30) days to employees on details of 120 days or more. On details of less than 120 days, the supervisor must provide input to the performance plan.

**E. Volunteers:** The Agency will canvass qualified employees for volunteers and, where there are volunteers, shall select from among them. If there are an insufficient number of volunteers, then the least senior qualified employee(s) will be selected.

**SECTION 2: LOWER-GRADED DUTIES:** A detail to a lower graded position will in no way adversely affect an employee's salary, classification, or position of record.

### SECTION 3: HIGHER-GRADED DUTIES:

A. Supervisors are encouraged to use a competitive process for details to higher-graded positions when the duration of the detail and/or the nature of the assignment are such that the employee can be expected to perform the majority of the grade controlling duties.

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**B. Non-Competitive Detail:** Employees may be non-competitively detailed to higher-graded position(s) with known promotion potential or temporarily promoted for up to 120 days. The following procedures shall apply when the Agency offers temporary assignments, or non-competitive details/rotations, of thirty (30) consecutive workdays or more to members of the bargaining unit:

1. Volunteers: The Agency will canvass the qualified employees for volunteers.
2. Selection: Selection will be made from qualified volunteers.

**SECTION 4: TEMPORARY PROMOTIONS:** When a bargaining unit employee is detailed to a bargaining unit position of a higher grade for sixty (60) consecutive calendar days or more, competitive procedures must be used (see Merit Promotion article of this CBA).

#### **SECTION 5: REASSIGNMENTS**

**A. Definition:** A reassignment is the change of an employee from their current position to another without change to grade or level (to include relocation from one facility to another, e.g., from FBCH to WRNMMC). Reassignments are permanent and will be documented in the employee's electronic Official Personnel Folder (eOPF).

**B. Notification:** Employees will be provided at least one (1) pay period advance notice of reassignments. If the reassignment includes relocation to another facility, the employee will be given at least two (2) pay periods advance notice.

**SECTION 6: ADMINISTRATIVE/INVOLUNTARY REASSIGNMENTS:** Administrative reassignments/involuntary reassignments are reassignments initiated by the Agency to meet valid operational needs. Reassignments shall not be used as a form of punishment, harassment, or reprisal.

**A. Notice to Union:** In accordance with the Mid-Term Bargaining article of this CBA, the Agency will provide notice to the Union, including the reasons for the reassignment, the number and title(s) of positions affected, and the actions the Agency intends to take to reduce the impact on employees.

**B. Volunteers:** The Agency will canvass qualified employees for volunteers and, where there are volunteers, shall select from among them. If there are an insufficient number of volunteers, then the least senior qualified employee(s) will be selected.

**C. Higher-Graded Reassignments:** For reassignments to a position that provides specialized experience that the employee does not already have and is required for subsequent promotion to a designated higher-graded position and/or to a position with known promotion potential, competitive procedures must be used (see Merit Promotion Article of this CBA).

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**D. Notice to Employee:** Employees will be notified at one (1) pay period prior to the beginning of the reassignment.

1. When an employee is reassigned, a summary rating (close out) must be prepared by the former supervisor within thirty (30) calendar days and forwarded to the gaining/new supervisor with a copy to the employee.
2. A new performance plan will be provided to the employee within thirty (30) calendar days from the effective date of the reassignment

**E. Other Reassignments:** Reassignments that are noted in other articles (e.g. RIF, Reasonable Accommodation, and Worker's Compensation) shall follow the procedural requirements found in those respective articles.

**F. Leave:** All leave previously requested and approved will be transferred with the employee.

**SECTION 7. VOLUNTARY REQUESTS FOR REASSIGNMENT:** Employees may request a reassignment in writing. The request of an employee seeking reassignment shall be entitled to prompt and fair consideration.

**1. Type of Requests:**

- a. Location- to work in a particular work location within the same shift;
- b. Hardship- e.g., a child custody situation or serious medical condition of the employee or of an immediate family member that requires the employee to relocate to another geographical area;
- c. To work in a particular building or work unit;
- d. To be reassigned to another facility;
- e. Other requests as negotiated between the supervisor and the employee.

**2. Conditions:**

- a. An available vacancy (or vacancies) must exist;
- b. The employee must meet the basic qualification for the position (grade, title, and physical requirements);
- c. The employee must be performing at an acceptable level of performance;

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- d. If the Agency chooses to fill the vacancy (or vacancies) non-competitively, then the Agency will select the most senior qualified volunteer.
- e. The selected employee shall normally be released and reassigned within two (2) pay periods after written notification/approval.

**SECTION 8: RELOCATION:** When making a decision to relocate an employee to another duty location (to include relocation from one facility to another, e.g., from FBCH to WRNMMC) management will be guided by objective considerations in support of the Agency's mission and/or to promote the efficiency of service.

**A. Identifying Employees for Relocation:** Relocation opportunities will be given to the most senior qualified volunteer or to the least senior qualified employee, if no one volunteers.

**B. Notice to Union:** In accordance with the Mid-Term Bargaining article of this CBA, the Agency will provide notice to the Union, including the reasons for the relocation, the number and title(s) of positions affected, and the actions the Agency intends to take to reduce the impact on employees.

**C. Relocation Expenses:** Relocation expenses for an employee whose duty station changes, either voluntarily or involuntarily, shall be handled in accordance with the Joint Travel Regulation (JTR).

**D. Notice to Employee:** Employees will be notified at least two (2) full pay-periods prior to the beginning of the reassignment.

**E. Other Procedures.** All other procedures applicable to reassignments above shall also apply to relocations.

**SECTION 9. UNION REPRESENTATIVES:** The Agency will make every effort to avoid placing a Union representative on a detail, reassignment, or relocation that would prevent that official from performing his or her representational functions, unless the employee volunteers for the detail.

**SECTION 10. GRIEVABILITY:** If an employee alleges that a detail, reassignment or relocation violates governing regulations or this CBA, he or she may file a grievance under the Negotiated Grievance Procedure of this CBA.

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