

c. MISCELLANEOUS PROVISIONS:

- i. Requests for transfer to any position which the Agency may decide to fill by transfer shall be submitted on a form provided by the Agency for this purpose directly to the HRA Transfer Unit with a copy to the location administration. The Transfer Unit shall maintain a voluntary transfer request file of such requests.
- ii. When the Agency decides to fill a vacancy by transfer, the Union will be advised of the date of such decision and whether there are sufficient volunteers on file.
- iii. Employees in the voluntary request file shall be granted transfers in order of seniority to positions which the Agency has decided to fill by transfer. Such transfers may not be granted to employees falling within the priority category in Section 2(b)(ii)(3).
- iv. At least five (5) working days prior to the filling of a vacancy which the Agency decides to fill by transfer and has the authority to fill (except for vacancies filled pursuant to Section 2(c)(x) on an emergency basis), notice of such vacancy shall be posted on relevant Agency bulletin boards. Qualified Employees wishing to volunteer shall submit a written request. This subsection shall not be applicable if there are sufficient names in the voluntary transfer request file to fill the vacancies.
- v. Employees shall receive receipts for voluntary transfer requests and rescissions.
- vi. Notwithstanding any other provisions, the Agency may limit the number of voluntary transfers for any employee to no more than one in any twelve (12) month period.

vii. Hardships:

- (1) Travel hardship cases shall be judged by the Agency based upon the Employee's last official address on file with the Agency's personnel division or bureau. Employees notifying the Agency's personnel division or bureau of a change of address shall receive a receipt attesting to the fact that he/she has filed the necessary change.
- (2) When an Employee submits a medical or personal hardship, the Agency must immediately give a receipt and give a written decision to the Employee in a timely manner. Approval of such a request shall include the length of time of such approval.
- (3) In the event that a claimed hardship is invalidated or disallowed by the Agency, the matter shall be subject to the grievance procedure directly to Step II or, at the option of the Union, directly to arbitration. If an involuntary transfer is imminent, an expedited Step III determination shall be issued.
- (4) An Employee who has requested exemption from the performance of some of the duties of his/her title and has been determined by the Agency to have a medical hardship which makes it unfeasible for said employee to perform field or other duties shall, where feasible, be reassigned to an appropriate vacancy within the work location or be given preference when there is an appropriate vacancy which the agency has determined to fill by transfer. Otherwise, at the Agency's discretion, such an employee may be involuntarily transferred to an appropriate vacancy. Involuntary transfers shall be in inverse order of seniority from among any such affected employees, and the hardship priorities of Section 2(b)(ii)(3) shall apply.

The Agency shall not transfer any Employee as a penalty without the presentation of charges in accordance with established disciplinary procedures.

- ix. Upon notification by the Union, the Agency, where feasible, agrees to effectuate a mutual exchange of employees wishing to transfer between two locations. Such exchanges shall be based on seniority within the respective locations. Denial of such exchanges shall not be arbitrary and capricious.
- x. The Agency shall have the right to transfer an Employee on an emergency basis for not more than fifteen (15) working days. Extensions of this period shall be made by mutual consent of the parties. Where feasible, the Agency will not assign an Employee on an emergency basis more than once every six (6) months. The need for an emergency transfer shall be declared by the agency head or his/her designee.
- xi. Employees to be involuntarily transferred shall be given a list of vacancies which are to be filled. The Employee shall have the right, in seniority order, to select any such vacancy for which he/she meets the requirements, if any.
- xii. The Agency agrees that workers to be involuntarily transferred shall receive five (5) working days notice in writing, where feasible.
- xiii. Where feasible, the voluntary transfer request file shall be utilized before Employees are reassigned to new locations.
- xiv. The reporting date of an Employee selected for voluntary transfer shall not be unreasonably delayed.
- xv. The Office of Personnel Services shall return to the Employee any request for transfer submitted which does not contain the qualifications, if any, for the position.
- d. If the Agency wishes to reassign Employees between two locations performing the same or similar functions in the same site and program, the following procedure shall govern:
 - i. The Agency after determining the number of Employees in title to be transferred, shall reassign between the locations in order of seniority from the available volunteers.
 - ii. If there are insufficient volunteers, the Agency shall reassign involuntarily in accordance with the applicable provisions of Section 2(b)(ii) above.

SECTION 3. HHC TRANSFER PROCEDURE (HOSPITAL CARE INVESTIGATOR OCCUPATIONAL GROUP ONLY):

Transfers shall be made on the basis of greatest seniority from among Employees on the voluntary transfer request list; provided, however, that an institution or Central Office Cost Group may require facility in a specified foreign language, in which event the most senior employee possessing facility in such language shall be transferred. The vacancy shall be for specific shifts and work days if so stated but in no event shall such work schedule be considered permanent.

b. LIMITATIONS TO AN EMPLOYEE'S ENTITLEMENT TO TRANSFER:

- i. An Employee who is on his or her probationary period following permanent appointment from the Civil Service List shall not be entitled under the terms of this Agreement to a transfer until completion of such probationary period.
- ii. A provisional Employee with less than six (6) months of service in the title shall not be entitled under the terms of this Agreement to a transfer.
- iii. An Employee who has disciplinary action pending or who is under special evaluatory supervision shall not be entitled under the terms of this Agreement to a transfer.
- iv. An Employee shall not be entitled under the terms of this Agreement to a transfer until completion of one (1) year of service following a voluntary transfer to the Employee's current location.
- v. An institution or Central Office Cost Group may refuse to honor a transfer request from an Employee who has previously worked at such location and whose services were not satisfactory at such location during the period of employment at such location. Such refusal shall not be arbitrary and capricious. However, the employee will not be denied eligibility to transfer to any other available vacancy.

c. POSTING:

- At least five (5) working days prior to the filling of a vacancy which the institution or Central Office Cost Group decides to fill and has authority to fill, notice of such vacancy shall be posted on the bulletin board and a copy of such posting given to the local Union representative of that institution or Central Office Cost Group.
- d. Variations of this Section 3 may be made with the mutual consent of HHC and the Union.

SECTION 4. HHC TRANSFER PROCEDURE (EXCEPT HOSPITAL CARE INVESTIGATOR OCCUPATIONAL GROUP):

a. Voluntary transfers between hospitals when vacancies arise shall be made on the basis of greatest seniority in the hospital or other work location from among per annum Employees who are qualified. Involuntary transfers shall be made on the basis of least seniority within a hospital. However, if transfers are directed out of seniority, such transfers should not be arbitrary and capricious. Any complaint with respect to such transfers shall constitute a grievance subject to the grievance procedure under this Agreement.

b. POSTING:

- i. At least five (5) working days prior to the filling of a vacancy which the institution or central office location decides to fill and has authority to fill, notice of such vacancy shall be posted on the bulletin board and a copy of such posting given to the local Union representative of that institution or central office location.
- ii. Within five (5) working days of the posting of such notice, any qualified Employee wishing to volunteer for such vacancy shall submit a written memorandum to the Personnel Director of the institution or central office location where the vacancy occurs, stating his or her name, title, present position, length of time on staff and in a brief statement any other data which he or she believes to be relevant.
- c. Variations of this Section 4 may be made with the mutual consent of HHC and the Union.

SECTION 5. DOC, DOH/MH (EXCEPT COMMUNITY SERVICE AIDES) & HPD TRANSFER PROCEDURE:

When the Agency [DOC, DOH/MH or HPD] decides to transfer Employees in any title (except Community Service Aides) into or out of a particular work location or locations, such transfers shall be made in accordance with the following provisions:

- a. **VOLUNTARY TRANSFERS:** The following order of priority for voluntary transfers shall be followed:
 - i. Employees from the voluntary transfer request list in order of seniority.
 - ii. Any additional volunteers in seniority order.
- b. **INVOLUNTARY TRANSFERS:** The following order of priority shall be followed:
 - i. Non-volunteers by inverse order of seniority, except Employees who fall within the Section 5(b)(ii) shall, for the purpose of this Section 5(b) be the last to be involuntarily transferred. If such Employees are transferred involuntarily, they shall be transferred in order set forth in Section 5(b)(ii).
 - ii. Exceptions:
 - (a) Employees under extended probation or special evaluatory supervision who have received written notice of such status.
 - (b) Employees involuntarily transferred twice within the previous twelve (12) months.
 - (c) Travel hardship cases.
 - (d) Medical or personal hardship cases.

c. MISCELLANEOUS PROVISIONS:

- i. The Agency shall grant normal transfers from the voluntary transfer request list in seniority order on a regular routine basis. Such transfers may not be granted to Employees falling within the priority subsections listed in Section 5(b)(ii)(a) and 5(b)(ii)(b). Notwithstanding the preceding limitation, Employees who have been involuntarily transferred twice within the last twelve (12) months may be granted a voluntary transfer.
- ii. Notwithstanding any other provisions, the Agency may limit the number of voluntary transfers for any Employee to no more than one (1) in any twelve (12) month period.
- iii. The Agency shall not transfer any Employee as a penalty without the presentation of charges in accordance with established disciplinary procedures.
- iv. Travel hardship cases shall be judged by the Agency based upon the Employee's last official address on file with the Agency's personnel division or bureau. Employees notifying the Agency's personnel division or bureau of a change in address shall