

## **GUIDELINES (for Union use)**

### **Grievances re: Denial of a Transfer Request**

**Issue Statement:** Did the Employer violate Contractual provisions, including but not limited to, Articles 3 and 12 of the Collective Bargaining Agreement; and the MOU regarding transfers by denying the grievant's request to transfer?

#### **FACTS TO CONSIDER: (provide evidence as necessary)**

- Is there proof the grievant requested a transfer?
- Was a written acknowledgement given in a timely manner? (ref Article 12.6.B)
- Were other transfers accepted or were there new hires, after the grievant's request, at the goal installation? (Obtain a seniority list.)
- Did management give full consideration to work, attendance and safety records? (NOTE: Local management may not add additional criteria.)
- Were management's evaluations fair, valid and to the point, with unsatisfactory work records accurately documented? (NOTE: Evaluations based on arbitrary standards (e.g. minimum SL balance) are not proper.)
- Was the transfer granted, but unreasonably delayed?
- Are there any special circumstances for requesting the transfer? (E.G. Is this a hardship case where transfer is really unwanted but necessary?)
- NOTE: The transfer requirements apply to mutual exchanges also.

#### **ARGUMENTS/CITATIONS:**

- Remember, the union has the burden of proving the Contract was violated.
- Denial of transfers is a grievable matter. As detailed in the JCAM, Article 12.6 in conjunction with the MOU on Transfers requires management to give full consideration to transfer requests before seeking to fill vacancies with new hires from registers. Transfer requests from qualified employees will not be unreasonably denied. (I.E. Management cannot be arbitrary and capricious.)

#### **REMEDY:**

- Transfer the grievant as requested; make the grievant whole for any losses, including station seniority; and/or other appropriate remedy.