ARTICLE 33

ASSIGNMENT OF WORK

Section 1

The Employer will assign work in accordance with applicable laws, rules and regulations.

Section 2

A. Assignment of work or denial of work assignments will not be made as a reward or penalty to an employee, but in accordance with Employer needs and operational goals. All work will be assigned in a fair and equitable manner.

B. In assigning work, the Employer will consider such factors as employee workload, employee qualifications and experience, relationship of assignment to existing work assignments, personnel ceilings, office workload, time limits, emergencies, priority programs, type and grade of cases or work, and any unique factors related to the task to be accomplished.

Section 3

A. The Employer agrees that, to the extent practicable, employees will be assigned manageable workloads. In determining what is manageable, the Employer will consider factors outlined in section 2 B above and the employee's position description. Nothing will prevent the Employer from assigning new work to employees.

B. An employee may request a meeting with the Employer to discuss workload adjustments. If the Employer agrees that the work cannot be accomplished within assigned criteria, i.e., quality, quantity, timeliness, or cost, he/she will make a reasonable effort to adjust work assignments, prioritize work assignments, and/or adjust time frames.

Section 4

The Employer will, to the maximum extent possible, seek to assign work that is related to the employee's position, taking into account the interests of accomplishing the office's mission in an efficient and effective manner. Upon the employee's request, the Employer will document the results of the discussion and provide a copy to the employee and maintain a copy with the employee's performance plan as appropriate.

Section 5

Nothing herein limits the Employer's statutory right to assign work.