

## Article 23

### **Reduction in Force, Transfer of Function, Reorganization**

A. The Service and the Union jointly recognize that occasions may arise where adjustments of the work force may be necessary either by reduction-in-force, transfer of function, or reorganization. When such adjustments involve release of employee(s) from competitive level or area, they will be conducted in accordance with this Article.

B. (1) A reduction-in-force means the release of employees from their competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement; when lack of work or funds, reorganization, reclassification due to change in duties, or the need to place a person exercising re-employment or restoration rights requires the Service to release the employee.

(2) Transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another commuting area.

(3) Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.

C. Prior to official notification of employees, the Council will receive at least thirty (30) days advance notice of any pending reduction-in-force, transfer of function or reorganization. This notice, in writing, will include the reasons for the reduction-in-force or transfer of function or reorganization, the approximate number and types of positions affected, the approximate date of the action, and an invitation to the Union to a meeting conducted by the Service to explain the reduction-in-force or transfer of function or reorganization procedure, and answer relevant questions.

D. The Service will attempt to minimize actions that adversely affect employees

which often follow a reduction-in-force by using, to the extent feasible, attrition to accomplish reductions. All reductions-in-force will comply with applicable laws and regulations.

E. The Service agrees to provide affected employees as much advance notice of reduction-in-force or transfer of function or reorganization as is administratively possible, but in no case will such notice be less than 30 calendar days. All such notices shall contain the information required by OPM regulations. When a general notice is issued to employees, a specific notice will be given the employee not less than five (5) calendar days preceding the effective date of the action.

F. All reductions-in-force (RIFs), transfers of function and reorganizations will be carried out in compliance with laws, and any alleged violation of applicable laws and regulations will be subject to review under the negotiated grievance procedure beginning at Step 3 of Section

E. With regard to RIF actions which would otherwise be appealable to the Merit Systems Protection Board, an employee who alleges a violation of a prohibited personnel practice under Section 2302(b)(1) of Title 5, U.S. Code may elect either to appeal to the Merit Systems Protection Board or under the negotiated grievance procedure, but not both.

G. Employees receiving a reduction-in-force notice have the right to review retention lists pertaining to all positions for which they are qualified. This includes the retention register for their competitive level and those for other positions for which they are qualified, down to and including those in the same or equivalent grade at the position offered by the Service. If separation occurs, this includes all positions equal to or below the grade level of their current positions. Affected employees shall have the right to the assistance of the Union when reviewing such lists or records.

H. Affected employees shall have a minimum of five (5) calendar days in which to accept or reject, in writing, an offer of another position. Failure of employees to respond, in writing, to the offer within the time limits will be considered a rejection of the offer.

I. The Service will:

(1) inform employees of plans for the transfer of function and the governing regulations after a decision has been made;

(2) notify the employee of the proposed plan, in writing, so that the employee will be able to consider the action and give a reasonable answer. Where the transfer of function is to another commuting area, the employee shall have not less than 30 calendar days to accept or reject the position offered;

(3) assist and counsel affected employees in seeking placement opportunities with other Federal Agencies or elsewhere in the community;

(4) counsel employees on individual rights relating to such matters as retirement and severance pay.

J. In the event career or career-conditional employees are separated by reduction-in-force, the Service will refer these names to the Department of Justice for inclusion on the appropriate reemployment priority list in accordance with governing regulations. Employees will be given preference for reemployment consistent with governing regulations. The Service will provide affected employees information regarding employment possibilities with other Government agencies, retirement, severance pay, and other benefits available to them.

K. If, as a result of a reduction-in-force or a transfer of function, an employee is reassigned to a new position, the Service agrees to comply with all applicable laws and regulations requiring that it provide employees a fair opportunity to attain satisfactory performance.

L. The parties agree that technological changes such as automation and reengineering are desirable for the efficient operation of the Service. However, decisions and actions concerning the impact of these changes should be made with a full awareness of employee morale. In light of this, when such changes affect the classifications, or status, of positions covered by this agreement, the Service will meet with the Union to discuss these changes. The Service will attempt to minimize the adverse impact of these changes by using attrition and reassignment.

M. In the event of a transfer of function or reorganization of Service activity to another government entity, the Service will solicit the cooperation of the gaining agency in explaining the ramifications of such a change to the Union.

N. Nothing in this Article shall be interpreted as a waiver of the Union's right to initiate bargaining over impact and implementation, as provided for by 5 U.S.C. 7106(b)(2) & (3), on any proposed reduction-in-force, transfer of function or reorganization. Absent mutual agreement to do so, no such bargaining will include reopening the provisions of this Article.