

**LOCAL SUPPLEMENT**  
**Between**  
**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**And**  
**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES**  
**LOCALS 476**

**SUBJECT: Voluntary Separation Incentive Payments (Buyouts) for employees in the Office of Chief Information Officer (OCIO)**

**SCOPE: The scope of this supplement encompasses the impact and implementation of the Buyouts on bargaining unit employees located in the OCIO, including OCIO employees located in the field and outstationed from Headquarters .**

**Effective date: This supplement is effective immediately.**

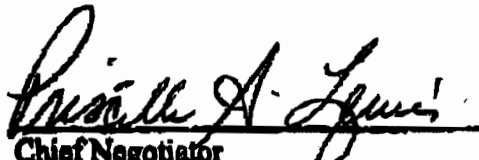
1. **Buyouts to be Voluntary:** All buyouts will be voluntary. An employee will not be identified for reassignment based upon a prohibited personnel practice, such as choosing not to accept a buyout.
2. **Privacy:** All applications from employees will be held confidential, to be used only by the Office of Human Resources (OHR). OHR may share the name of an applicant with Management only after the employee notifies OHR of his/her acceptance of the buyout. This does not preclude the production of generic reports regarding the buyout.
3. **Notifying Employees:** Management agrees to notify employees of the buyout option as soon as possible. All employees shall receive simultaneous official notice of the buyout. The notice shall list the parameters of eligibility and the process for application.
4. **Information to Employees:** Management agrees to give priority to buyout eligible employees in providing individualized information. Such information will include but is not limited to the amount of the buyout/severance pay and retirement benefits. The information shall be made available within three business days of the eligible employee's request provided the OPF and any other necessary and related documents are available. Estimates will be delivered via e-mail or fax unless the employee has agreed to other delivery means. Other information will be provided via e-mail, faxes, or telephone.
5. **Application Submission/Rescission Process:** Applications for buyouts may be submitted via facsimile machine, U.S. Mail or commercial delivery service, e.g., Federal Express, United Parcel Service, by hand, etc. It is the applicant's responsibility to insure that his/her application is submitted in a timely manner.

Employees will be sent receipts by e-mail indicating their applications were received within one business date. If the application is incomplete due to error, the employee will be permitted to resubmit the application, and the time attached to the application shall be based upon the first (incomplete) submission. Applications may be accepted up to December 28, 2005. Employees may rescind their application for a buyout prior to its effective date.

6. **Approval Period:** Within five (5) business days after receipt of the application, Management shall advise each applicant of one of the following:
  - a. That their application was approved.
  - b. That their application was disapproved and the reason why.
7. **Approved Applications:** Employees whose applications are approved will have three business days to accept/reject the buyout offer.
8. **Departure Date:** Applicants and selected employees have the right to change their departure date as long as the date is within the established buyout separation window.
9. **Number of Buyouts:** All buyouts are contingent upon the agency having the funds to meet the targeted number of buyouts. Management is offering positions to OCIO. There will be no discrimination in those who seek buyouts.
10. **Employee Rights:** Management agrees that decisions regarding the eligibility, selection and or rejection of positions/employees for buyout shall not be based upon a prohibited personnel practice or other violation of law, rule, regulation or a violation of the HUD AFGE Agreement.
11. **Further Measures:** Management agrees that it will honor its labor relations obligations associated with further measures it may take to reach its ceiling level or changes to geographic location of employees. Specifically, the union will be provided notice, and an opportunity to bargain over any such measures that may affect employees' working conditions.
12. **Employee/Union Rights:** The parties agree that this supplement does not constitute a waiver of any employee or union rights under the HUD/AFGE Agreement, law, rule, or regulation.
13. **Information to the Local:** Management agrees to provide the Local with a report of the results of the buyout within 30 days of its completion. Management further agrees to provide the Local with quarterly updates and any additional reports in the event the buyout is extended.
14. **Distribution:** Management agrees to distribute this Supplement promptly after notifying employees of this buyout.

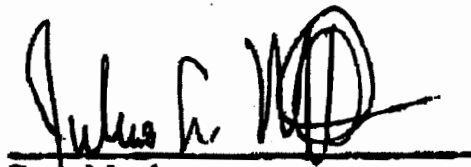
15. HUD Information Technology Service (HITS) Contract Application: Supplement 52, HITS, will continue to apply. As a result of an employee not taking the Buyout there will be no adverse impact on the employees' step increases, promotion potential, or career ladders and there will be no loss of grade or pay (including special pay). Additionally, no employee will be involuntarily relocated or separated.

FOR MANAGEMENT

  
Chief Negotiator  
Priscilla A. Lewis, Labor Relations

FOR THE UNION

  
Chief Negotiator  
Eddie Eitches, AFGE, Local 476 6 Dec 05

  
Team Member  
Julius L. Mock, Office of the Chief  
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