

**NATIONAL SUPPLEMENT**  
**Between**  
**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**And**  
**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES**  
**NATIONAL COUNCIL OF HUD LOCALS 222**

**SUBJECT:** Voluntary Separation Incentive Payments (Buyouts) for employees of the Information Technology (IT) Divisions of the Administrative Service Centers

**SCOPE:** The scope of this supplement encompasses the impact and implementation of the Buyouts on bargaining unit employees located in the IT Divisions of the Administrative Service Centers (ASC).

1. **Effective Date:** This Supplement will be effective as of July 1, 2005.
2. **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.
3. **Privacy:** Buyout applicants' names shall 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.
4. **Information to Affected Employees:** Management agrees to notify employees of the Buyout option as soon as possible. All eligible employees shall receive simultaneous official notice of the Buyout. The notice shall list the parameters of eligibility and the process for application.
5. **Competing Applicants:** In the event more than one eligible employee applies for a single Buyout, the deciding factor shall be the service computation date (SCD). The employee with the earliest SCD shall receive the Buyout. In the case of a tie, the employee's most recent entrance on duty (EOD) date with the Department will be used. The employee with the earliest EOD date shall be approved for the Buyout.
6. **Application Submission:** Applications for Buyouts may be submitted via facsimile machine, U.S. Mail or commercial delivery service, e.g., Federal Express, United Parcel Service, etc. Applications may not be delivered by hand. 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 that applications were received within one business day. As soon as possible, applicants shall be advised if their application is incomplete. If the application is incomplete due to error, the employee will be permitted to resubmit the application, but the time attached to the application

shall be based upon the first (incomplete) submission. Applications may be accepted up to July 27, 2005.

7. **Acceptance of Buyout Rescission Process:** Employees may rescind their application/decision for a Buyout at any time prior to the effective date of separation.
8. **Notification to Employees:** Employees will be notified no later than five (5) business days after receipt of the application of one of the following actions: That their application was approved; That their application was disapproved and the reason why; or That their application was disapproved, but will be held in abeyance pending the acceptance of the employees selected for the Buyout.
9. **Further Measures:** Management agrees that it will honor its labor relation obligations associated with further measures it may take to reach its ceiling level. Specifically, the union will be provided notice and an opportunity to bargain over any such measures that may affect employees' working conditions.
10. **Information to the Council:** Management agrees to provide the Council with a report of the results of the Buyout within 30 days of its completion. Management further agrees to provide the Council with additional reports in the event the Buyout is extended.
11. **Information to employees:** Priority will be given to Buyout eligibles in providing individualized estimates for Buyout/severance pay and retirement benefits, and information and assistance related to retirement and resignation from Federal service. The ESC will respond within three (3) business days from receipt of the request for information or assistance. Estimates will be delivered via e-mail or fax. Other information will be provided via e-mail, fax or telephone.
12. **Number of Buyouts:** Management has identified 84 employees who currently encumber the 100 positions approved under the OPM authority for this Buyout.
13. **Length of Agreement:** Management agrees that in order to maximize the full potential of this Buyout, any employee volunteering to accept a Buyout must separate from the Department no later than July 31, 2005.
14. **Employee Rights:** Decisions regarding the eligibility, selection and/or rejection of employees for Buyouts shall not be based upon prohibited personnel practice or other violation of law, rule, regulation, or the HUD/AFGE Agreement.
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.

16. **Work Availability**: Management agrees that the implementation of the HITS contract led to offering of this Buyout. Management agrees that any work not covered by the current HITS contract may be made available to current IT Field Operations employees and that this Buyout is not intended to change the HITS contract. Management agrees that if sufficient work is available for the employees remaining in IT Divisions in the ASC, they will remain in the agency. If future changes in working conditions arise, those changes will be subject to bargaining in accordance with the HUD/AFGE Agreement.
17. **Bargaining Unit Status**: As a result of the Buyout, no employee will be removed from the bargaining unit for choosing not to apply or accept a Buyout. Union affiliation or the amount of official time allotted to a union representative shall not affect their Buyout eligibility.
18. **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.
19. **Local Bargaining**: It is agreed that no local bargaining will be required or conducted for the purposes of a Buyout affecting the Information Technology bargaining unit employees assigned to the DAS for Operations and Technical Services as a result of this Buyout. HUD agrees to bargain at the National level over any Buyout proposals affecting the Field and/or Headquarters bargaining unit employees assigned to DAS for Operations and Technical Services.

**HUD/AFGE SUPPLEMENT 68 SIDEBAR STATEMENT  
IT DIVISIONS OF THE ADMINISTRATIVE SERVICE CENTERS BUYOUT**

**UNION**

The Union bargained the HITS Contract Supplement No. 52 on January 26, 2004, at which time management indicated they had no intention to downsize any IT employees. On January 21, 2005, the U.S. Department of Housing and Urban Development (HUD) awarded an enterprise wide IT infrastructure services contract that has the potential to displace up to 100 IT employees currently working in HUD throughout the United States.

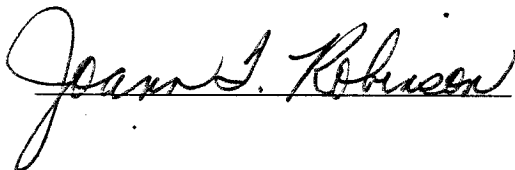
On May 20, 2005, OPM approved a Voluntary Separation Incentive Payment (VSIP) Plan to minimize the number of employees that may be reached for involuntary separation or demotion.

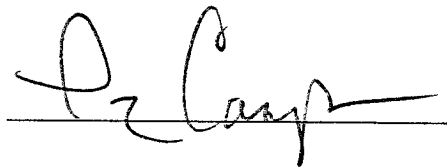
The Union requested that HQ IT DAS for Operations employees be included in this field IT buyout. Also requested by the Union was that Management extend the timeframe for the buyout separation. It is the Union's belief that management should not pursue new hiring in the field or in headquarters to expand staffing levels while/after conducting this Buyout.

**MANAGEMENT**

Management and the Union bargained the HITS contract, Supplement 52 with the expectation that no IT employees would be terminated or separated from employment with HUD as a result of the implementation of the HITS Contract. Subsequently, the implementation of the HITS contract led to offering of the Information Technology Divisions of the ASC Buyout.


HUD staff throughout the Department is affected by the implementation of the HITS contract. Transition to the HITS operations directly impacts the workload duties of Field IT Specialists located in the ASCs. Headquarters Staff located in the DAS for Operations is not included in this Buyout offer because their workload duties are not directly impacted by the implementation of the HITS Contract.


  
James I. Robinson

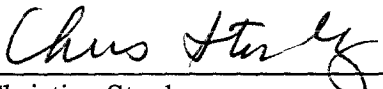
  
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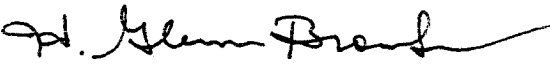
MANAGEMENT


AFGE

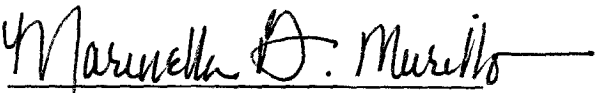
  
Joann T. Robinson  
Chief Negotiator

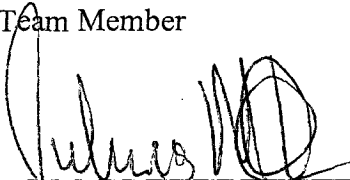
  
Perry H. Casper  
Chief Negotiator

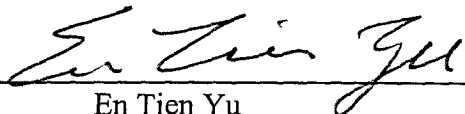
  
Christine Stanley  
Team Member

  
H. Glenn Brown  
Team Member

  
Lenor R. Reese  
Team Member

  
Marinella G. Murillo  
Team Member

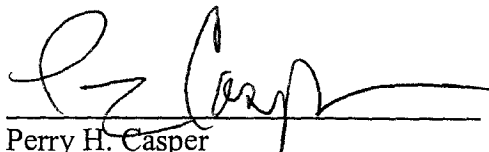
  
Julius Mock  
Team Member

  
En Tien Yu  
Team Member

**APPROVED:**

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Barbara J. Edwards  
Deputy Assistant Secretary  
For Human Resource

  
Perry H. Casper  
Actg President, AFGE National  
Council of HUD Locals 222

Date Signed \_\_\_\_\_