

**ARTICLE 36  
VERA/VSIP (BUYOUTS)**

**Section 36.01 – General.**

- (1) Voluntary Separation Incentive Payments (VSIP) and Voluntary Early Retirement Authority (VERA) are two (2) provisions authorized by OPM that an agency may request for the purpose of: VERA - substantial restructuring, reshaping, downsizing, transfer of function or reorganization of an agency to temporarily lower the age and service requirements in order to increase the number of employees who are eligible to retire; VSIP - provides a lump sum payment of up to \$25,000 to employees as an incentive to voluntarily separate from federal service.
- (2) Buyouts are voluntary. No adverse action will be taken against an employee for not accepting a buyout offer. The identity of any employee applying for a buyout will be held confidential. The Office of Human Resources (OHR) is the only office authorized to have access to the buyout applications and the identity of any employee requesting a buyout. The employee's identity will be released to Management, only after the employee has submitted a retirement package to OHR, Payroll, Benefits, and Retirement Division (PBRD).

**Section 36.02 - Application Process.**

- (a) **Announcement:** All employees being offered the buyout within the specific program area will receive simultaneous electronic notification, which includes the buyout plan that will outline the parameters of eligibility and the process for application.
- (b) **Application Window:** The application window will be no less than fourteen (14) calendar days, unless extended by the Agency.
- (c) **Submission:** Employees may submit buyout applications by either of two transmission methods: electronic mail or facsimile. All applications must be submitted within the appropriate consideration period, irrespective of the transmission method. Applicants are authorized to use an appropriate amount of time and government equipment to prepare and submit the application.
- (d) **Notification of Receipt:** Employees will receive notification of receipt of the application by OHR within one (1) business day by electronic mail.
- (e) **Application Corrections:** Employees will be notified by electronic mail within two (2) business days if their application can be processed. If the application is incorrect and/or incomplete, the employee will be notified of the reason(s), and will be given an opportunity to submit a corrected application.
- (f) **Approval Period:** Within five (5) business days after receipt of the application, Management will advise each applicant if: a) the application is approved or disapproved and the reason(s); or b) application will be temporarily deferred, upon the determination of other eligible employees applying for the buyout and the approval of a buyout.

- (g) **Competing Applicants:** In the event that more than one eligible employee applies for a single buyout, the employee with the earliest service computation date (SCD) will receive the buyout. In the event that two or more employees have the same SCD, the employee with the earliest entrance-on-duty (EOD) date with the Department will be used. In the instance where an additional tiebreaker is needed, the largest digit of the last digit of the employee social security number will be offered the buyout. The date and time of application submission will not be a factor in the selection process.
- (h) **Approved Applicants:** Approved applicants have the right to change their departure date, provided the date is within the established buyout separation window.
- (i) **Employee Decision Period:** Employees will have three (3) business days to accept or reject a buyout offer. The exception would be that employees might have less than three (3) business days to accept or reject the buyout offer to meet the required separation date stated in the buyout plan.
- (j) **Acceptance of Buyout/Rescission Process:** Employees may rescind their application/decision for a buyout at any time prior to the effective date of separation stated in the buyout plan.

#### **Section 36.03 - Employee Rights and Notification:**

- (a) **Non-Discrimination:** All decisions regarding the buyout application process will not be based on any discriminatory factors or other violation of law, rule, regulation, or the HUD/AFGE Agreement.
- (b) **Telecommuting:** This agreement will have no adverse impact on any telecommuting arrangement(s).
- (c) **Work at home:** This agreement will have no adverse impact on an employee's Reasonable Accommodation.
- (d) **Waiver of Agency Restrictions:** The Agency agrees to consider each waiver request independently. Each waiver request shall meet the required statutory and/or regulatory waiver standards.

#### **Section 36.04 - Union Rights:** The parties agree that this agreement does not constitute a waiver of any union rights under the HUD/AFGE Agreement, law, rule, or regulation.

- (a) **Local Negotiations:** The Agency agrees to provide the union notification and the opportunity to bargain, as appropriate, of any subsequent changes to the bargaining unit employees' working condition, i.e., moves, details, and reassignments that may occur as a result of buyouts.
- (b) **Clearance Process:** The Agency agrees that bargaining unit members accepting a voluntary buyout will be required to obtain initials from the AFGE Local during the agency clearance process.

**Section 36.05 - Retirement Benefits Questions:** Employees will be notified of a specific contact person assigned to provide retirement benefit assistance. The contact person will be available to discuss: eligibility for a retirement/buyout, calculated estimated annuity, buyout/severance payment amounts, other personal considerations as appropriate, and questions about the retirement or buyout application.