



NATIONAL NUCLEAR SECURITY ADMINISTRATION

BOP-002.03

Dated: April 27, 2004

NNSA Recruitment and Relocation Bonuses and Retention Allowances Program

1. PURPOSE. To establish and implement a uniform, corporate NNSA process for the use of recruitment and relocation bonuses and retention allowances under the provisions of 5 U.S.C. 5753, 5 USC 5754, and 5 CFR 575.
2. APPLICABILITY. This policy applies to all NNSA organizations.
3. POLICY. It is NNSA's policy to judiciously utilize the flexibility to offer recruitment and relocation bonuses and retention allowances in order to recruit and retain highly qualified personnel, consistent with the overall NNSA staffing plan, budgetary considerations, and the goal of maintaining a high-quality diverse workforce.
4. REQUIREMENTS.
 - a. Definitions.
 - 1) Covered Positions.
 - a) General Schedule, Senior Level, Scientific or Professional, SES, Excepted Service, Executive Schedule, Prevailing rate (i.e., "wage grade"), and Presidential appointees (covered under 5 CFR 575).
 - b) EJ, EK, and EN positions filled (covered under agency authority).
 - c) Permanent positions (i.e., career, career-conditional, and similar) and temporary positions expected to last a minimum of one year.
 - 2) Newly Appointed.
 - a) The first appointment, regardless of tenure, as an employee of the Federal government; or
 - b) An appointment as an employee of the Federal government following a break in service of at least 90 days from the candidate's last period of Federal employment, other than employment under the Student Educational Employment Program under 5 CFR 213.3202; employment as a law clerk trainee under 5 CFR

INITIATED BY:
Office of Human Resources

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213.3102(e); employment while a student during school vacations under a short-term temporary appointing authority; employment under a provisional temporary appointment under 5 CFR 316.403 if the new appointment is permanent and immediately follows the provisional appointment; or employment under a temporary appointment that is neither full time nor the principal employment of the candidate.

(1) "Principal employment" refers to either the majority of hours of employment or to the majority of an individual's income from employment (i.e., if a part-time or intermittent temporary Federal appointment was not an individual's principal employment, then that appointment does not count as service in applying the 90-day break-in-service rule).

3) Recruitment Bonus.

a) A one-time lump sum payment of up to 25 percent of annual basic pay to a newly appointed employee provided a determination is made prior to the entry-on-duty date that, in the absence of such a bonus, NNSA would encounter difficulty in filling the position. Current Federal employees, except as defined in 4. a) 2) b) above, are ineligible for recruitment bonuses.

4) Relocation Bonus.

a) A one-time lump sum payment of up to 25 percent of annual basic pay to a current Federal employee who must relocate to accept a position in a different commuting area, and who establishes legal residency in the new commuting area, provided a determination is made prior to the entry-on-duty date in the new commuting area that, in the absence of such a bonus, NNSA would encounter difficulty in filling the position. Newly appointed employees, as defined in 4. a) 2) above, are ineligible for relocation bonuses.

5) Retention Allowance.

a) Bi-weekly payments of up to a total of 25 percent of annual basic pay to a current NNSA employee if the unusually high or unique qualifications of the employee, or a special need of NNSA for the employee's services, makes it essential to retain the employee, and NNSA determines that the employee would be likely to leave NNSA for employment outside of the Federal service in the absence of such an allowance. Newly appointed employees, as defined in 4. a) 2) above, and current Federal employees outside of NNSA are ineligible for retention

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allowances.

- b. Recruitment and Relocation Bonuses (Individual).
- 1) Requesting officials must provide a written justification demonstrating difficulty in recruiting for a specific position or similar position. This may be demonstrated through offer acceptance rates, recent turnover in similar positions, proportion of positions filled, length of time that was required to fill the position, labor-market factors that affect recruitment, and any special or unique qualifications required by the position.
 - 2) Determining Amount of Bonus.
 - a) The bonus amount should be the least amount necessary to recruit the candidate.
 - b) In determining the size of the bonus, requesting officials must take into consideration budgetary issues (if any) and the candidate's potential value to NNSA. For recruitment bonuses only, requesting officials must also consider the practicality of using the superior qualifications appointment authority alone or in combination with a recruitment bonus
 - c) Decisions to offer or award a greater bonus to one candidate than another for the same position must be supported by a written justification demonstrating that such difference in treatment is fair and equitable.
 - d) A bonus in excess of 15 percent is generally inappropriate unless one of the following conditions, or a similar condition, exists:
 - (1) The candidate's qualifications are unique and hard-to-find.
 - (2) There are no other viable candidates who possess the qualifications necessary to perform the essential duties of the position.
 - (3) For relocation bonuses only, the candidate's relocation creates an extreme hardship for the candidate.
 - 3) Service Agreement.
 - a) A 12-month service agreement is required.
 - 4) Entry on Duty.

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- a) The candidate must not have entered on duty in the position for which he or she was recruited prior to final approval of the request to pay the bonus and prior to the date the service agreement is fully executed (signed and dated by all required signatories).

5) Payment of Bonuses.

- a) Bonuses are paid in a lump sum. The total amount of taxes (i.e., income tax withholding, social security, and Medicare) is deducted from the gross amount of the bonus, and a net payment is made to the employee.
 - (1) Recruitment bonuses are payable as soon as possible after the employee enters on duty.
 - (2) Relocation bonuses are payable as soon as possible after the employee relocates to the new commuting area or as soon as possible after the employee officially establishes legal residency in the new commuting area, whichever is later.
- b) Bonuses are not considered part of an employee's rate of basic pay for retirement purposes or any other authority.
- c) Bonuses count toward the Executive Level I aggregate limitation on pay under 5 CFR 530, Subpart B.

6) Failure to Complete Service Agreement.

- a) An employee who fails to complete the terms of the service agreement will be required to repay the gross amount of the bonus on a month-for-month pro rata basis (i.e., gross amount of bonus = \$12,000.00, service agreement = 12 months, and employee resigns after 6 months; employee is obligated to repay 6/12 of \$12,000.00 = \$6,000.00).
- b) Repayment is not required if the employee is involuntary separated for reasons other than misconduct or performance (i.e., reduction-in-force or other conditions specified in 5 CFR 575.103 and 5 CFR 575.203).
- c) Repayment is automatically waived when an employee is separated by death or disability retirement, or is unable to continue working because of disability evidenced by acceptable medical documentation.

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- d) Repayment may be wholly or partially waived in other circumstances if the Administrator for Nuclear Security determines that recovery would not be in the public interest or would be against equity and good conscience. In making this determination, the Administrator for Nuclear Security will take into account consistency, fairness, and the cost to the taxpayer of recovering monies owed to the government.
- c. Recruitment and Relocation Bonuses (Group).
- 1) A recruitment or relocation bonus of up to 25 percent of annual basic pay may be paid to all candidates for a group of positions if the positions in the group have been difficult to fill in the past or it is likely that they will be difficult to fill in the future.
 - a) Requesting officials must specify position title(s), series, and grade(s) and provide written justification demonstrating difficulty in recruiting for the specified group of positions or a group of sufficiently similar positions. This may be demonstrated through offer acceptance rates, recent turnover in the same or similar positions, proportion of positions filled; length of time that was required to fill positions, labor-market factors that affect recruitment, and any special or unique qualifications required.
 - b) Requesting officials must also develop a written strategy for ameliorating or eliminating the need for the group recruitment and relocation bonus over a period of time not to exceed two years. The strategy should address targeted recruitment, expanded publicity, the practicality of training or retraining current NNSA employees, and the practicality of hiring new employees in developmental positions.
 - 2) Determining Amount of Bonus (same as 4. b) 2) above).
 - 3) Service Agreement (same as 4. b) 3) above).
 - 4) Entry on Duty (same as 4. b) 4) above).
 - 5) Payment of Bonuses (same as 4. b) 5) above).
 - 6) Failure to Complete Service Agreement (same as 4. b) 6) above).
- d. Retention Allowances (Individual).

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- 1) Requesting officials must provide a written justification demonstrating that a the employee is likely to leave Federal Service, the employee's leaving would adversely affect the organization's ability to conduct essential activities or functions, that there would be difficulty in replacing the employee, and that the unusually high or unique qualifications of the employee, or a special need of NNSA for the employee's services, make it essential to retain the employee. Consideration should be given to the success of recent recruitment efforts and the availability of qualified candidates in the labor market.
 - a) Requesting officials must also develop a written strategy for reducing or eliminating the retention allowance over a period of time not to exceed two years. The strategy should include training or retraining of other employees, skill replacement through additional hiring or targeted recruitment, or similar factors.
- 2) An employee who has not fulfilled an obligation pursuant to a service agreement established in connection with a recruitment or relocation bonus may not be considered for a retention allowance until the employee has satisfied that obligation.
- 3) Retention allowances are approved on an annual basis.
- 4) Determining Amount of Allowance.
 - a) The allowance amount should be the least amount necessary to retain the employee.
 - b) In determining the size of the allowance, requesting officials must take into consideration budgetary issues (if any) and the candidate's potential value to NNSA.
 - c) Decisions to offer or award a greater allowance to one candidate than another for the same position must be supported by a written justification demonstrating that such difference in treatment is fair and equitable.
 - d) A retention allowance in excess of 15 percent is generally inappropriate unless one of the following conditions, or a similar condition, exists.
 - (1) The employee's skills are unique and hard-to-find.
 - (2) There are no other viable candidates who possess the skills necessary to perform the essential duties of the position.

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- (3) The loss of the employee would result in significant health, safety, or monetary risks to NNSA.

5) Payment of Allowances.

- a) Bi-weekly payments of a set amount. The gross bi-weekly retention allowance amount is added to the employee's gross salary for that pay period and taxes are calculated and withheld based on total salary to determine employee's net pay.
 - (1) With bi-weekly payments, total annual payment amounts may vary from year to year because each calendar year does not always have 26 pay periods. Thus, the bi-weekly amount may need to be adjusted annually to ensure the percentage of basic pay approved is not exceeded.
- b) Allowances are not considered part of an employee's rate of basic pay for retirement purposes or any other authority.
- c) Allowances count toward the Executive Level I aggregate limitation on pay under 5 CFR 530, Subpart B.

6) Annual Recertification.

- a) Requesting officials must recertify each year that a retention allowance is still needed to retain the employee, and must carefully review the amount of the allowance to determine if a reduced amount is appropriate. The documentation required for recertification must meet the criteria described in paragraph d) 1) and d) 4) above.
- b) The recertification request must be submitted and approved prior to the expiration of the current retention.

7) Reduction or Termination of Retention Allowance.

- a) The amount of the retention allowance must be reduced to the extent necessary or terminated to ensure that the employee's aggregate compensation does not exceed the annual rate for Level I of the Executive Schedule.
- b) The amount of the retention allowance must be reduced or terminated when a lesser amount or when none at all would be sufficient to retain the employee.
- c) The retention allowance must be terminated when the conditions that gave rise to

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the original determination no longer exist.

- d) The retention allowance must be terminated at the end of the approved period of time if it is not extended through the recertification process.
- e) The reduction or termination of a retention allowance may not be appealed.

e. Retention Allowances (Group).

- 1) A retention allowance of up to 25 percent of annual basic pay may be paid to a group or category of employees if:
 - a) The unusually high or unique qualifications of the employees or a special need of NNSA for the employees' services makes it essential to retain the employees in the group; and
 - b) It is reasonable to presume that there is a high risk that a significant number of employees in the targeted group would be likely to leave the Federal service for any reason in absence of the allowance.
- 2) Defining the Group.
 - a) The targeted group of employees to be paid a retention allowance must be narrowly defined using factors such as occupational series, grade level, distinctive job duties, unique qualifications, assignment to a special project, minimum NNSA service requirements, organization or team designation, geographic location, and performance level.
 - (1) Groups of SES, SL, ST, ES positions, Presidential appointees, or similar positions are ineligible for group retention allowances.
 - (2) Performance level may not be established as the sole or primary basis for authorizing a retention allowance.
- 3) Documentation Required.
 - a) Description of the group and the number of employees to be covered by the proposed retention allowance.
 - b) Written determination that the group of employees meets the conditions for payment.

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- (1) To support the determination that there is a high risk that a significant number of employees in the group targeted to receive a retention allowance are likely to leave, the requesting official must gather and present evidence of extreme labor market conditions, high demand in the private sector for the knowledge and skills possessed by the employees, significant disparities between Federal and private sector salaries, and/or other similar conditions.
- c) The proposed percentage retention allowance payment and a justification for that percentage.
- d) The expected duration of retention allowance payments.
- e) Any other information pertinent to the request.
- 4) Determining Amount of Allowance (same as 4. d) 4) above).
- 5) Payment of Allowances (same as 4. d) 5) above).
- 6) Annual Recertification (same as 4. d) 6) above).
- 7) Reduction or Termination of Retention Allowance (same as 4. d) 7) above).
- e. Process.
 - 1) Requesting official contacts the servicing Human Resources Consultant (HRC) for procedural guidance and/or data to support the justification.
 - 2) Requesting official ensures funds are available.
 - 3) Requesting official advises appropriate approving official of the proposed request and obtains tentative approval.
 - 4) Requesting official, in consultation and collaboration with HRC, develops written justification, and submits justification in writing to the servicing HRC.
 - 5) The servicing HRC reviews the request for regulatory compliance and completeness and forwards the request (through any intervening levels, if applicable) to the Human Resources Department Manager in the Service Center (or equivalent Human Resources official at Headquarters).

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- 6) The Human Resources Department Manager in the Service Center (or equivalent Human Resources official at Headquarters) conducts a final review of the request for regulatory compliance and completeness and certifies that the request meets all requirements for approval.
- 7) Requests that are complete and meet all requirements for approval are forwarded to the approving official for final approval or disapproval.
- 8) Requests that are incomplete or do not meet all requirements for approval are returned to the requesting official through the servicing HRC for additional justification, further discussion, etc., as necessary.

5. RESPONSIBILITIES.

a. Administrator for Nuclear Security.

- 1) Exercises the unique management and personnel authorities granted in Title 32 of the National Defense Authorization Act for Fiscal Year 2000, Public Law 106-65 (*NNSA Act*).
- 2) Ensures that the provisions of 5 CFR Part 575 are administered within NNSA and that NNSA employees are informed of relevant provisions.
- 3) Approves or disapproves requests for waivers of repayment of recruitment and relocation bonuses received when recipients do not complete the required service agreement.
- 4) Approves or disapproves requests for recruitment and relocation bonuses and retention allowances for SES, ST, SL, and Schedule C employees.
- 5) Approves or disapproves requests for group recruitment and relocation bonuses and group retention allowances of up to 10% of annual basic pay. (Note: Requests for group retention allowances greater than 10% of annual basic pay must be approved by the U.S. Office of Personnel Management.)
- 6) Approves or disapproves requests for group retention allowances of more than 10% of annual basic pay and submits such requests to the U.S. Office of Personnel Management (OPM) for final approval.

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- b. NNSA Executive Resources Board (ERB).
 - 1) Recommends approval or disapproval of tentatively approved requests for recruitment and relocation bonuses and retention allowances for SES, ST, SL, and Schedule C employees and forwards to the Administrator for Nuclear Security for final approval or disapproval.
- c. NNSA Director of Human Resources.
 - 1) Develops policies and procedures for the implementation of the provisions of 5 CFR Part 575.
 - 2) Provides advice and guidance on policies and procedures to ensure effective program implementation.
 - 3) Recommends approval or disapproval of requests for waivers of repayment of recruitment and relocation bonuses received when recipients do not complete the required service agreement and forwards to the Administrator for Nuclear Security for final disposition.
 - 4) Recommends approval or disapproval of requests for group recruitment and relocation bonuses group retention allowances and forwards to the Administrator for Nuclear Security for final disposition.
 - 5) Periodically evaluates the effectiveness of pay flexibilities being utilized within NNSA.
- d. Human Resources Department Manager in the Service Center and equivalent Human Resources official at Headquarters.
 - 1) Provide technical advice and assistance to supervisors and management officials in the implementation, benefits, requirements, mechanics, and operation of the NNSA Recruitment and Relocation Bonuses and Retention Allowances Program.
 - 2) Conduct a final review of all requests for recruitment and relocation bonuses and retention allowances for regulatory and policy compliance for employees within their servicing area.
 - 3) Forward approvable requests for recruitment and relocation bonuses and retention allowances to appropriate approving official or return requests that are not approvable to the appropriate HRC.

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- 4) Ensure a record of each determination to pay (or not pay) a recruitment or relocation bonus or retention allowance is maintained in the Human Resources office, and that any required or requested reports are prepared and submitted.
 - 5) Terminate retention allowances in the absence of approved recertification.
 - 6) Evaluate the effectiveness of the NNSA Recruitment and Relocation Bonuses and Retention Allowances Program within their servicing area.
- e. Human Resources Consultants (HRCs).
- 1) Provide technical advice and assistance to supervisors and management officials on all aspects of the NNSA Recruitment and Relocation Bonuses and Retention Allowances Program, as well as other pay flexibilities.
 - 2) Collaborate with requesting officials in the development of request packages for recruitment and relocation bonuses and retention allowances.
 - 3) Review requests for recruitment and relocation bonuses and retention allowances for regulatory and policy compliance for employees within their servicing area.
 - 4) Forward approvable requests for recruitment and relocation bonuses and retention allowances to Human Resources Department Manager in the Service Center (and equivalent Human Resources official at Headquarters) for final regulatory compliance review or return requests that are not approvable to the requesting official for additional justification, further discussion, etc., as necessary.
 - 5) Maintain necessary records and prepare reports, as directed.
 - 6) Respond to inquiries concerning recruitment and relocation bonuses and retention allowances for organizations for which they are responsible.
 - 7) Issue reminder notices to supervisors and managers (requesting officials) when previously approved retention allowances are within 60 days of their expiration date.
 - 8) Maintain confidentiality on all personal information related to bonuses and allowances.
- f. Site Office Managers, Service Center Associate Directors, the Assistant Deputy Secretary for Secure Transportation and Heads of NNSA Headquarters First-Tier Elements (Approving Officials).

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- 1) Approve or disapprove requests for recruitment and relocation bonuses and retention allowances that have been forwarded to them from the Human Resources Department Manager in the Service Center and equivalent Human Resources official at Headquarters.
 - 2) Forward approved requests for recruitment and relocation bonuses and retention allowances for SES, ST, SL, and Schedule C employees, and approved requests for group recruitment and relocation bonuses and group retention allowances to the Administrator for Nuclear Security, through appropriate NNSA channels.
 - 3) The determination to pay recruitment and relocation bonuses and retention allowances, including the amount and duration, must be reviewed and approved by an official at a higher level than the official who made the request.
- g. Supervisors and Managers (Requesting Officials).
- 1) Discuss proposed requests for recruitment and relocation bonuses and retention allowances with the servicing HRC.
 - 2) Obtain approval from budget official and tentative approval from approving official prior to submitting requests to the servicing HRC.
 - 3) Collaborate with the servicing HRC in the development of request packages for recruitment and relocation bonuses and retention allowances.
 - 4) Prepare and submit completed requests for recruitment and relocation bonuses and retention allowances to the servicing HRC.
6. REFERENCES.
- a. 5 USC 5753
 - b. 5 USC 5754
 - c. 5 CFR Part 575
 - d. 5 CFR Part 530, Subpart B
 - e. OPM Frequently Asked Questions (<http://www.opm.gov/oca/pay/html/q&arr.html>)
 - f. OPM Recruitment Bonus Fact Sheet (<http://www.opm.gov/oca/pay/html/recbonfs.htm>)
 - g. OPM Relocation Bonus Fact Sheet (<http://www.opm.gov/oca/pay/html/relbonfs.htm>)
 - h. OPM Retention Allowance Fact Sheet (<http://www.opm.gov/oca/pay/html/retallfs.htm>)
 - i. OPM Group Retention Allowance Fact Sheet (<http://www.opm.gov/oca/pay/HTML/GRPALLFS.HTM>)

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7. POINT OF CONTACT.
 - a. Human Resources Department in the Service Center
 - b. Office of Human Resources at Headquarters

Approved:

Michael C. Kane
Associate Administrator
for Management and Administration

Attachments:

1. Composite Request Form
2. Recruitment Bonus Service Agreement
3. Relocation Bonus Service Agreement
4. Recruitment Bonus Checklist
5. Relocation Bonus Checklist
6. Retention Allowance Checklist – Initial Award
7. Retention Allowance Checklist – Recertification
8. Retention Allowance Checklist – Termination/Withdrawal

Distribution:

Deputy Administrators
Associate Administrators
Site Office Managers
Service Center Managers

Recruitment Bonus Service Agreement

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1. This Recruitment Bonus Service Agreement, which is established in accordance with the requirements of 5 CFR 575.106, is an employment agreement between the National Nuclear Security Administration (hereinafter referred to as NNSA) and _____ (hereinafter referred to as you or your) for the purpose of specifying the length of time you agree to work as a Federal employee at NNSA in return for NNSA's payment to you of a lump sum Recruitment Bonus in the gross amount of \$_____, which represents _____% of your base pay.
2. You agree to remain in the employment of NNSA for a period of 12 months commencing from the effective date of your appointment on _____.
3. You understand that any monies paid to you under this Recruitment Bonus Service Agreement are not considered part of your rate of basic pay for any purpose.
4. You agree that if you voluntarily leave NNSA for any reason (including but not limited to entering into the service of another Federal agency or organization in any branch of the United States Government) before completing the period of service agreed to above, you will repay the gross amount of the Recruitment Bonus to NNSA on a pro rata basis. The amount to be repaid shall be determined by reducing the amount specified in No. 1 above by 1/12 of the amount specified in No. 1 above for each *full* month of employment completed by you under this service agreement.
5. You understand that any amounts which may be due to NNSA as a result of any failure on your part to complete the period of service specified in this agreement may be collected by offset from any monies owed to you by the United States Government (including any salary, payment for unused annual leave, etc.), or may be recovered by such other methods as approved by law. If you are determined to be indebted to NNSA, you have the right to file a request for a waiver of any indebtedness that you may have to NNSA under this service agreement based on a demonstration by you that NNSA's recovery of such indebtedness, in whole or in part, would be against equity and good conscience or against the public interest. The filing of such a waiver request shall not stay the operation of NNSA's debt collection procedures. The request must be filed with the Chief Financial Officer of your former NNSA organization that paid the Recruitment Bonus.
6. NNSA agrees to waive any indebtedness as a result of any failure on your part to complete the period of service specified in this agreement in the event you are separated involuntarily for reasons other than performance or misconduct (i.e., as a result of reduction-in-force), you are separated because of death or disability retirement, or you are unable to continuing working because of disability evidenced by acceptable medical documentation.
7. You acknowledge that this agreement does not in any way constitute a right, promise, or entitlement for continued employment with NNSA.

Recruitment Bonus Service Agreement

8. In the event that applicable laws or regulations change that would require a change(s) in the terms and conditions of this agreement, you agree that this agreement will be subject to them. If such a change requires NNSA to retroactively increase the length-of-service requirement, you agree to such change. If such a change requires NNSA to reduce existing length-of-service requirements, NNSA agrees to such change.

CERTIFICATIONS

I hereby certify that I have read and understand the terms and conditions of this agreement.

Selectee

Date

Recommending Official

Date

Relocation Bonus Service Agreement

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1. This Relocation Bonus Service Agreement, which is established in accordance with the requirements of 5 CFR 575.206, is an employment agreement between the National Nuclear Security Administration (hereinafter referred to as NNSA) and _____ (hereinafter referred to as you or your) for the purpose of specifying the length of time you agree to work as a Federal employee at NNSA in return for NNSA's payment to you of a lump sum Relocation Bonus in the gross amount of \$_____, which represents _____% of your base pay.
2. You agree to remain in the employment of NNSA at the new duty station for a period of 12 months commencing from the effective date of your appointment at the new duty station on _____.
3. You understand that no monies can be paid to you under this Relocation Bonus Service Agreement until such time as you have established official residence within the commuting area of the new duty station.
4. You understand that any monies be paid to you under this Relocation Bonus Service Agreement are not considered part of your rate of basic pay for any purpose.
5. You agree that if you voluntarily leave NNSA for any reason (including but not limited to entering into the service of another Federal agency or organization in any branch of the United States Government) before completing the period of service agreed to above, you will repay the gross amount of the Relocation Bonus to NNSA on a pro rata basis. The amount to be repaid shall be determined by reducing the amount specified in No. 1 above by 1/12 of the amount specified in No. 1 above for each *full* month of employment completed by you under this service agreement.
6. You understand that any amounts which may be due to NNSA as a result of any failure on your part to complete the period of service specified in this agreement may be collected by offset from any monies owed to you by the United States Government (including any salary, payment for unused annual leave, etc.), or may be recovered by such other methods as approved by law. If you are determined to be indebted to NNSA, you have the right to file a request for a waiver of any indebtedness that you may have to NNSA under this service agreement based on a demonstration by you that NNSA's recovery of such indebtedness, in whole or in part, would be against equity and good conscience or against the public interest. The filing of such a waiver request shall not stay the operation of NNSA's debt collection procedures. The request must be filed with the Chief Financial Officer of your former NNSA organization that paid the Relocation Bonus.
7. NNSA agrees to waive any indebtedness as a result of any failure on your part to complete the period of service specified in this agreement in the event you are separated involuntarily for reasons other than performance or misconduct (i.e., as a result of reduction-in-force), you are separated because of death or disability retirement, or you are unable to continuing working because of disability evidenced by acceptable medical documentation.

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8. You acknowledge that this agreement does not in any way constitute a right, promise, or entitlement for continued employment with NNSA. In the event you are separated through no fault of your own or for no just cause before completion of this service agreement, you will not be required to repay any monies you have received under this agreement.

9. In the event that applicable laws or regulations change that would require a change(s) in the terms and conditions of this agreement, you agree that this agreement will be subject to them. If such a change requires NNSA to retroactively increase the length-of-service requirement, you agree to such change. If such a change requires NNSA to reduce existing length-of-service requirement, NNSA agrees to such change.

CERTIFICATIONS

I hereby certify that I have read and understand the terms and conditions of this agreement.

Employee

Date

Recommending Official

Date

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ATTACHMENT 4

Recruitment Bonus Checklist

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1. Name of selectee: _____
2. Position title: _____
3. Pay Plan/Series/Grade/Step/Pay Band/Salary: _____
4. Gross amount of recruitment bonus: _____
5. Recruitment bonus as percentage of basic salary: _____
6. Will the selectee be serving under a Schedule C, SES, SL, or ST appointment? Yes No
7. Does the written determination support the conclusion that in the absence of such a bonus, NNSA would encounter difficulty in filling the position? Yes No
8. Does the written determination consider one or more of the following factors?
 - a. Success of recent efforts to recruit candidates for similar positions, as indicated by offer acceptance rates, proportion of positions filled, and length of time required to fill similar positions. Yes No
 - b. Recent turnover in similar positions. Yes No
 - c. Labor market factors that may affect NNSA's ability to recruit candidates for similar positions now or in the future. Yes No
 - d. Special qualifications needed for the position. Yes No
 - e. The practicality of using the superior qualifications appointment authority alone or in combination with the recruitment bonus. Yes No
 - f. Other (If Yes, provide explanation). Yes No
9. Does the written determination include an explanation of how the amount of the recruitment bonus was derived? Yes No

Human Resources Consultant

Signature

Date

Relocation Bonus Checklist

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1. Name of Employee: _____
2. Position Title: _____
3. Pay Plan/Series/Grade/Payband/Step/Salary: _____
4. Employee's current duty station: _____
5. Employee's new duty station: _____
6. Date employee established/will establish residence within commuting area of new duty station: _____
7. Gross Amount of Relocation Bonus: _____
8. Relocation Bonus As % of Basic Salary: _____
9. Will the selectee be serving under a Schedule C, SES, SL, or ST appointment? Yes No
10. Does the written determination support the conclusion that, in the absence of such a bonus, NNSA would encounter difficulty in filling the position? Yes No
11. Does the written determination consider one or more of the following factors:
 - a. Success of recent efforts to recruit candidates for similar positions, as indicated by offer acceptance rates, proportion of positions filled, and length of time required to fill similar positions. Yes No
 - b. Recent turnover in similar positions. Yes No
 - c. Labor market factors that may affect NNSA's ability to recruit candidates for similar positions now or in the future. Yes No
 - d. Special qualifications needed for the position. Yes No
 - e. Other (If Yes, provide explanation). Yes No
12. Does the written determination include an explanation of how the amount of the bonus was derived? Yes No

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Signature

Date

Retention Allowance Checklist-Initial

1. Name of employee: _____
2. Position title: _____
3. Pay Plan/Series/Grade/Payband/Step/Salary: _____
4. Gross amount of retention allowance: _____
5. Retention allowance as percentage of basic salary: _____
6. Is the employee serving under a Schedule C, SES, SL, or ST appointment? Yes No
7. Will the employee have completed all periods of employment under service agreements for recruitment or relocations bonuses prior to the awarding of the retention allowance? Yes No N/A
8. Does the written determination address either of the following criteria?
 - a. The employee's unusually high or unique qualifications makes it essential for NNSA to retain the employee's services. Yes No
 - b. A special need for the employee's services makes it essential for NNSA to retain the employee. Yes No
9. Does the written determination support the conclusion that in the absence of such an allowance, the employee would likely leave the Federal service for employment outside the executive, legislative, or judicial branch of the Federal government? Yes No
10. Does the written determination include a description of the extent to which the employee's departure would affect the organization's ability to carry out an activity or perform a function that is deemed vital to NNSA's mission? Yes No
11. Does the written determination consider one or more of the following factors?
 - c. Difficulty encountered in recent efforts to recruit candidates and retain employees with qualifications similar to those possessed by the employee for positions similar to the position held by the employee. Yes No

Retention Allowance Checklist-Initial

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| d. The availability in the labor market of candidates for employment who, with minimal training or disruption of service to the public, could perform the full range of duties and responsibilities assigned to the position held by the employee. | Yes | No |
| c. Other (If Yes, provide explanation). | Yes | No |
| 12. Does the written determination include an explanation of how the amount of the retention allowance was derived? | Yes | No |
| 13. Does the written determination include a strategy for reducing or eliminating the retention allowance over the next two years? | Yes | No |

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Date

**NNSA RECRUITMENT AND RELOCATION BONUSES
AND RETENTION ALLOWANCES PROGRAM**

ATTACHMENT 7

**Retention Allowance Checklist-
Recertification**

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1. Name of employee: _____
 2. Position title: _____
 3. Pay Plan/Series/Grade/Payband/Step/Salary: _____
 4. Gross amount of retention allowance: _____
Change from previous (if applicable): _____
 5. Retention allowance as percentage of basic salary: _____
Change from previous (if applicable): _____
 6. Is the employee serving under a Schedule C, SES, SL, or ST appointment? Yes No
 7. Does the written determination support the conclusion that the conditions that gave rise to the original determination to pay the retention allowance still exist? (If Yes, skip to No. 12) Yes No
 8. Does the written determination address either of the following criteria?
 - c. The employee's unusually high or unique qualifications makes it essential for NNSA to retain the employee's services. Yes No
 - d. A special need for the employee's services makes it essential for NNSA to retain the employee. Yes No
 9. Does the written determination support the conclusion that in the absence of such an allowance, the employee would likely leave the Federal service for employment outside the executive, legislative, or judicial branch of the Federal government? Yes No
 10. Does the written determination include a description of the extent to which the employee's departure would affect the organization's ability to carry out an activity or perform a function that is deemed vital to NNSA's mission? Yes No
 11. Does the written determination consider one or more of the following factors?
 - e. Difficulty encountered in recent efforts to recruit candidates and retain employees with qualifications similar to those possessed by the employee for positions similar to the position held by the employee. Yes No

**NNSA RECRUITMENT AND RELOCATION BONUSES
AND RETENTION ALLOWANCES PROGRAM**

ATTACHMENT 7

**Retention Allowance Checklist-
Recertification**

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| f. The availability in the labor market of candidates for employment who, with minimal training or disruption of service to the public, could perform the full range of duties and responsibilities assigned to the position held by the employee. | Yes | No |
| c. Other (If Yes, provide explanation). | Yes | No |
| 12. Does the written determination include steps the requesting official has taken to reduce or eliminate the retention allowance over the past year? | Yes | No |
| 13. Does the written determination include an explanation of how the amount of the retention allowance was derived? | Yes | No |
| 14. Are both the amount and percentage of the retention allowance identical to the previous amount and percentage? (If Yes, skip Nos. 15 and 16) | Yes | No |
| 15. If the amount or percentage of the retention allowance is less than the previous one, does the written determination address one or more of the following conditions? | | |
| a. The lesser amount is necessary to ensure that the aggregate compensation the employee receives does not exceed the rate payable for level I of the Executive Schedule at the end of the calendar year. | Yes | No |
| b. The lesser amount is sufficient to retain the employee. | Yes | No |
| c. Labor-market factors have made it more likely (or reasonably likely) to recruit a candidate with qualifications similar to those possessed by the employee. | Yes | No |
| d. NNSA's needs for the employee's services have been reduced to a level that makes it unnecessary to continue payment at the previous level. | Yes | No |
| e. Budgetary considerations have made it difficult to continue payment at the previous level. | Yes | No |
| f. Other (If Yes, provide explanation). | Yes | No |
| 16. If the amount or percentage of the retention allowance is greater than the previous one, does the written determination address one or more of the following conditions? | | |

**NNSA RECRUITMENT AND RELOCATION BONUSES
AND RETENTION ALLOWANCES PROGRAM**

ATTACHMENT 7

**Retention Allowance Checklist-
Recertification**

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| a. The greater amount is necessary to retain the employee. | Yes | No |
| b. Labor-market factors have made it less likely to recruit a candidate with qualifications similar to those possessed by the employee. | Yes | No |
| c. NNSA's need for the employee's services has increased to a level that makes it necessary to continue payment at a higher level than the previous level. | Yes | No |

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**NNSA RECRUITMENT AND RELOCATION BONUSES
AND RETENTION ALLOWANCES PROGRAM**

ATTACHMENT 8

**Retention Allowance Checklist-
Termination/Withdrawal**

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1. Name of employee: _____
2. Position title: _____
3. Pay Plan/Series/Grade/Payband/Step/Salary: _____
4. Does the written determination to terminate or withdraw the retention allowance in its entirety address one or more of the following conditions?
- a. Termination/withdrawal is necessary to ensure that the aggregate compensation the employee receives does not exceed the rate payable for Level 1 of the Executive Schedule at the end of the calendar year. Yes No
 - b. A retention allowance is no longer necessary to retain the employee. Yes No
 - c. Labor-market factors have made it sufficiently likely (or reasonably likely) to recruit a candidate with qualifications similar to those possessed by the employee. Yes No
 - d. NNSA's need for the employee's services been reduced to a level that makes it unnecessary to continue payment of a retention allowance. Yes No
 - e. Budgetary considerations have made it sufficiently difficult to continue payment of a retention allowance. Yes No
 - f. Other. (If Yes, provide explanation). Yes No

Human Resources Consultant

Signature Date