



NATIONAL NUCLEAR SECURITY ADMINISTRATION

BOP 322.1002.03a

Dated: 12/27/05

NNSA Recruitment, Relocation, and Retention Incentives Program: Interim Policy Pending Issuance by US Office of Personnel Management of Final Regulations

1. **PURPOSE.** To establish and implement a uniform, corporate NNSA process for the use of recruitment, relocation, and retention incentives under the provisions of 5 U.S.C. 5753, 5 U.S.C. 5754, and 5 CFR part 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, relocation, and retention incentives 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. **DEFINITIONS.**
 - a. Covered Employees/Positions.
 - 1) General Schedule (GS), EJ, EK, EN, career Senior Executive Service (SES) appointees, Senior Level (SL), Senior Scientific and Professional (ST), Excepted Service Schedule A and B, Executive Schedule (EX), positions whose rate of pay is fixed by law at a rate equal to a rate for the Executive Schedule, and prevailing rate (i.e., "wage grade").
 - 2) Employees and candidates who have a performance rating of record of at least "Fully Successful" or equivalent.
 - 3) Permanent positions (i.e., career, career-conditional, and similar) and temporary positions expected to last a minimum of one year.
 - b. Excluded Employees/Positions.
 - 1) Non-career SES appointees, Schedule C, and Presidential appointees.
 - 2) Employees and candidates who have a performance rating of record of less than "Fully Successful" or equivalent.
 - 3) Temporary positions expected to last less than one year.

INITIATED BY:
Office of Human Resources

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- c. Newly Appointed.
 - 1) The first appointment, regardless of tenure, as an employee of the Federal government; or
 - 2) An appointment as a former employee of the Federal government following a break in service of at least 90 days; or
 - 3) An appointment as an employee of the Federal government when the employee's Federal service during the 90-day period immediately preceding the appointment was limited to one or more of the following:
 - a) A time-limited or non-permanent appointment in the competitive or excepted service;
 - b) Employment with the District of Columbia government (DC) when the candidate was first appointed by DC on or after October 1, 1987;
 - c) An appointment as an expert or consultant under 5 U.S.C. 3109 and 5 CFR part 304;
 - d) Service as an employee of a Non appropriated Fund Instrumentality of the Department of Defense or the Coast Guard; or
 - e) Employment under a provisional appointment under 5 CFR 316.403
- d. Performance Rating Requirement.
 - 1) Candidates and employees must have and maintain a performance rating of record of at least "Fully Successful" or equivalent to receive a recruitment, relocation, or retention incentive. A performance rating of record of at least "Fully Successful" or equivalent may be determined and documented as follows:
 - a) For Federal employees, documentation of a performance rating of record of at least "Fully Successful" or equivalent may be established with a copy of the employee's performance appraisal, the cover sheet of the performance appraisal if it shows a summary rating, a Standard Form 50, Notification of Personnel Action, which shows a summary performance rating, or any other similar document.
 - b) For Federal employees who have not received a performance rating of record, "Fully Successful" or equivalent may be presumed in accordance with the Waiver of Requirement for Determination provisions in 5 CFR 531.409(d).

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- c) For non-Federal employees (i.e., private sector, contractor, military, etc.) covered by a formal performance appraisal system, documentation of a performance rating of record of at least "Fully Successful" or equivalent may be established with a copy of the employee's performance appraisal, the cover sheet of the performance appraisal if it shows a summary rating, or any other similar document.
 - d) For non-Federal employees (i.e., private sector, contractor, military, etc.) who are not covered by a formal performance appraisal system, documentation of a performance rating of record of at least "Fully Successful" or equivalent may be established by the requesting official certifying that he/she is satisfied that the candidate is performing the duties of his/her current/most recent position in a manner that would result in a "Fully Successful" or equivalent performance rating at NNSA.
 - e) Recent college or university graduates may be presumed "Fully Successful" based solely on their having completed all of the requirements for a degree at an accredited college or university.
- e. Rate of Basic Pay.
- 1) The rate of pay fixed by law or administrative action for the position to which an employee is or will be appointed before deductions and including any special rate under 5 CFR part 530, subpart C, or similar payment under other legal authority, and any locality-based comparability payment under 5 CFR part 531, subpart F, or similar payment under other legal authority, but excluding additional pay of any other kind. For example, a rate of basic pay does not include additional pay such as night shift differentials under 5 U.S.C. 5343(!) or environmental differentials under 5 U.S.C. 5343(e) (4).
- f. Recruitment Incentive (Group).
- 1) A one-time lump sum payment at the beginning of the service period of up to 25 percent of annual rate of basic pay to all newly appointed Federal employees for a group of positions provided a determination has been made, that in the absence of such payment, NNSA has encountered difficulty in filling the positions in the group in the past or it is likely that the positions in the group will be difficult to fill in the future. The U.S. Office of Personnel Management (OPM) may authorize more than 25 percent and up to 50 percent of annual rate of basic pay per year based on a critical need of NNSA. Current Federal employees (except as defined in Newly Appointed on Page 2) are ineligible for recruitment incentives.

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- g. Recruitment Incentive (Individual).
 - 1) A one-time lump sum payment at the beginning of the service period of up to 25 percent of annual rate of basic pay to a newly appointed Federal employee provided a determination is made prior to the entry-on-duty date that, in the absence of such payment, NNSA would encounter difficulty in filling the position. OPM may authorize more than 25 percent and up to 50 percent of annual rate of basic pay per year based on a critical need of NNSA. Current Federal employees (except as defined in Newly Appointed on Page 2) are ineligible for recruitment incentives.
- h. Relocation Incentive (Group).
 - 1) A one-time lump sum payment at the beginning of the service period of up to 25 percent of annual rate of basic pay to all current Federal employees who must relocate to accept a position in a different geographic area (i.e., the worksite of the new position is 50 miles or more from the worksite of the position held immediately before the move), and who establish legal residency in the new geographic area for a group of positions, provided a determination has been made, that in the absence of such payment, NNSA has encountered difficulty in filling the positions in the group in the past or it is likely that the positions in the group will be difficult to fill in the future. OPM may authorize more than 25 percent and up to 50 percent of annual rate of basic pay per year based on a critical need of NNSA. Newly appointed employees (as defined in Newly Appointed on Page 2) are ineligible for relocation incentives.
- i. Relocation Incentive (Individual).
 - 1) A one-time lump sum payment at the beginning of the service period of up to 25 percent of annual rate of basic pay to a current Federal employee who must relocate to accept a position in a different geographic area (i.e., the worksite of the new position is 50 miles or more from the worksite of the position held immediately before the move), and who establishes legal residency in the new geographic area, provided a determination is made prior to the entry-on-duty date in the new commuting area that, in the absence of such payment, NNSA would encounter difficulty in filling the position. OPM may authorize more than 25 percent and up to 50 percent of annual rate of basic pay per year based on a critical need of NNSA. Newly appointed employees (as defined in Newly Appointed on Page 2) are ineligible for relocation incentives.

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- j. Retention Incentive (Group).
 - I) Bi-weekly payments of up to a total of 10 percent of annual rate of basic pay to a group of current NNSA employees if there is a high risk that a significant portion of employees in the group would be likely to leave Federal service in the absence of such an incentive. OPM may authorize more than 10 percent and up to 50 percent of the employee's annual rate of basic pay based on a critical need of NNSA. Newly appointed employees (as defined in Newly Appointed on Page 2), current Federal employees outside of NNSA, and employees in SL, ST, SES, EX, or similar categories of positions for which the payment of an individual retention incentive has been approved by OPM, are ineligible for group retention incentives.

- k. Retention Incentive (Individual).
 - I) Bi-weekly payments of up to a total of 25 percent of annual rate of 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 Federal service in the absence of such an incentive. OPM may authorize more than 25 percent and up to 50 percent of the employee's annual rate of basic pay based on a critical need of NNSA. Newly appointed employees (as defined in Newly Appointed on Page 2) and current Federal employees outside of NNSA are ineligible for retention incentives.

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5. REQUIREMENTS.

a. Recruitment Incentives.

1) Justification

- a) For an individual recruitment incentive, requesting officials must provide a written justification demonstrating difficulty in recruiting for the specific position or a sufficiently similar position.
- b) For group recruitment incentives, requesting officials must narrowly define the group by specifying each position title, series, and grade to be included in the group, and provide written justification demonstrating difficulty in recruiting for the specified group of positions or a group of sufficiently similar positions.

(1) Approved group recruitment incentive requests are valid for one year or until all vacancies in the group have been filled, whichever comes first.

2) Factors to be Addressed, Considered, and Documented (as applicable):

- a) History of difficulty in filling or retaining employees in the same or sufficiently similar positions in the absence of an appropriate incentive taking into consideration the availability and quality of candidates possessing the competencies required for the position, and the success of recent efforts to recruit candidates for the same or sufficiently similar positions using indicators such as offer acceptance rates, proportion of positions filled, and length of time required to fill the same or sufficiently similar positions. In most cases, this information may be confirmed if the occupation (and grade level) is identified as a shortage-category occupation in a local staffing plan and the plan indicates the need for an incentive.
 - (1) A position may be presumed difficult to fill if OPM has approved the use of a direct-hire authority under 5 CFR part 337, subpart B, for the position (or group of positions) and it has been identified as a shortage-category occupation in a local staffing plan and the plan indicates the need for an incentive.
 - (2) A sufficiently similar position is one that is so much like the position for which the incentive is being requested in terms of grade level, minimum qualification requirements (including selective factors, if any), knowledges, skills, and abilities needed to perform the critical duties, etc., that it would be reasonable to expect that applicants for one might

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qualify for the other.

- b) Local, regional, or nationwide employment trends and labor-market factors that may affect NNSA's ability to recruit candidates for the same or sufficiently similar positions.
 - c) The salaries typically paid outside the Federal government for the same or sufficiently similar positions. Consideration may also be given to the difference between the calculated values of non-Federal benefits (i.e., health insurance, life insurance, vacation time, etc.) versus the estimated value of Federal benefits (calculated at 25 percent of annual rate of basic pay).
 - d) Special or unique competencies required for the position and the extent to which the candidate possesses them by identifying the significant or critical work of the position, the knowledges, skills, and abilities needed to perform that work, and the candidate's applicable qualifications.
 - e) Efforts to use non-pay authorities, such as special training, alternative work scheduling flexibilities, flexplace arrangements, etc., to resolve difficulties alone or in combination with an incentive.
 - f) The undesirability of the duties, work or organizational environment, or geographic location of the position in terms of exposure to hazards, extreme isolation, depressed local economy, lack of suitable housing, schools, or conveniences, or other disincentives (as applicable).
 - g) Recent turnover in the same or sufficiently similar positions.
 - h) Any other supporting factors (as applicable).
- 3) Determining Amount of Recruitment Incentive.
- a) The amount of the recruitment incentive should be the least amount necessary to recruit the candidate.
 - b) In determining the size of the recruitment incentive, requesting officials must take into consideration budgetary issues (if any) and the candidate's potential value to NNSA.

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- c) Decisions to offer or award a greater recruitment incentive to one candidate than another for the same position must be supported by a written justification demonstrating that such difference in treatment is merit-based, fair, and equitable.
 - d) A recruitment incentive 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; or
 - (2) There are no other viable candidates who possess the qualifications necessary to perform the essential duties of the position.
 - e) A recruitment incentive in excess of 25 percent is inappropriate unless a critical need exists, in which case, all of the following conditions must be met:
 - (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) The competencies required for the position are critical to the successful accomplishment of a primary NNSA mission, project, or initiative (e.g., programs or projects related to a national emergency or implementing a new law or critical management initiative);
 - (4) The work of the position is critical to and has a direct impact on the successful accomplishment of a primary NNSA mission, project, or initiative ; and
 - (5) Recruitment efforts for the position have been extensive and prolonged (e.g., multiple announcements for the same vacancy) or the need to fill the vacancy without delay in order to avoid detrimental impact on a time sensitive primary NNSA mission, project, or initiative makes extensive and prolonged recruitment efforts infeasible.
 - f) A recruitment incentive in excess of 25 percent and up to 50 percent must be approved by OPM.
- 4) Service Agreement.
- a) A 12-month service agreement period beginning at entry-on-duty is required.

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- 5) Entry on Duty.
 - 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 recruitment incentive and prior to the date the service agreement is fully executed (signed and dated by all required signatories).
- 6) Payment of Recruitment Incentives.
 - a) Recruitment incentives are paid in a lump sum as soon as possible after the candidate enters on duty. The total amount of taxes (i.e., income tax withholding, social security, and Medicare) is deducted from the gross amount of the incentive, and a net payment is made.
 - b) Recruitment incentives are not considered part of an employee's rate of basic pay for retirement purposes or any other authority.
 - c) Recruitment incentives count toward the aggregate limitation on pay under 5 CFR 530, Subpart B.
- 7) 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 overpayment as computed on a month-for-month pro rata basis (i.e., gross amount of incentive received= \$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 from NNSA or from his/her position for reasons other than misconduct or performance (i.e., reduction-in-force, management directed reassignment, or similar).
 - 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.
 - d) Repayment may be wholly or partially waived in other circumstances if the Administrator of the National Nuclear Security Administration determines that recovery would not be in the public interest or would be against equity and good conscience. In making this determination, the Administrator of the National Nuclear Security Administration will take into account consistency, fairness, and the cost to the taxpayer of recovering monies owed to the government.

b. Relocation Incentives.

1) Justification

- a) For an individual relocation incentive, requesting officials must provide a written justification demonstrating difficulty in recruiting for the specific position or a sufficiently similar position.
- b) For group relocation incentives, requesting officials must narrowly define the group by specifying each position title, series, and grade to be included in the group, and provide written justification demonstrating difficulty in recruiting for the specified group of positions or a group of sufficiently similar positions.

(1) Approved group relocation incentive requests are valid for one year or until all vacancies in the group have been filled, whichever comes first.

2) Factors to be Addressed, Considered, and Documented (as applicable):

- a) History of difficulty in filling or retaining employees in the same or sufficiently similar positions in the absence of an appropriate incentive taking into consideration the availability and quality of candidates possessing the competencies required for the position, and the success of recent efforts to recruit candidates for the same or sufficiently similar positions using indicators such as offer acceptance rates, proportion of positions filled, and length of time required to fill the same or sufficiently similar positions. In most cases, this information may be confirmed if the occupation (and grade level) is identified as a shortage-category occupation in a local staffing plan and the plan indicates the need for an incentive.

(1) A position may be presumed difficult to fill if OPM has approved the use of a direct-hire authority under 5 CFR part 337, subpart B, for the position (or group of positions), and it has been identified as a shortage-category occupation in a local staffing plan and the plan indicates the need for an incentive.

(2) A sufficiently similar position is one that is so much like the position for which the incentive is being requested in terms of grade level, minimum qualification requirements (including selective factors, if any), knowledges, skills, and abilities needed to perform the critical duties, etc., that it would be reasonable to expect that applicants for one might qualify for the other.

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- b) Local, regional, or nationwide employment trends and labor-market factors that may affect NNSA's ability to recruit candidates for the same or sufficiently similar positions.
 - c) The salaries typically paid outside the Federal government for the same or sufficiently similar positions. Consideration may also be given to the difference between the calculated values of non-Federal benefits (i.e., health insurance, life insurance, vacation time, etc.) versus the estimated value of Federal benefits (calculated at 25 percent of annual rate of basic pay).
 - d) Special or unique competencies required for the position and the extent to which the candidate or employee possesses them by identifying the significant or critical work of the position, the knowledges, skills, and abilities needed to perform that work, and the candidate's or employees applicable qualifications.
 - e) Efforts to use non-pay authorities, such as special training, alternative work scheduling flexibilities, flexi place arrangements, etc., to resolve difficulties alone or in combination with an incentive.
 - f) The undesirability of the duties, work or organizational environment, or geographic location of the position in terms of exposure to hazards, extreme isolation, depressed local economy, lack of suitable housing, schools, or conveniences, or other disincentives (as applicable).
 - g) Recent turnover in the same or sufficiently similar positions.
 - h) Any other supporting factors (as applicable).
- 3) Determining Amount of Relocation Incentive.
- a) The amount of the relocation incentive should be the least amount necessary to recruit the candidate or employee.
 - b) In determining the size of the relocation incentive, requesting officials must take into consideration budgetary issues (if any) and the candidate's or employees potential value to NNSA.
 - c) Decisions to offer or award a greater relocation incentive to one candidate or employee than another for the same position must be supported by a written justification demonstrating that such difference in treatment is merit-based, fair, and equitable.

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- d) A relocation incentive in excess of 15 percent is generally inappropriate unless one of the following conditions, or a similar condition, exists:
 - (1) The candidate's or employee's qualifications are unique and hard-to-find;
 - (2) There are no other viable candidates or employees who possess the qualifications necessary to perform the essential duties of the position; or
 - (3) The candidate's or employee's relocation creates an extreme hardship.
 - e) A relocation incentive in excess of 25 percent is inappropriate unless a critical need exists, in which case, all of the following conditions must be met:
 - (1) The candidate's or employee's qualifications are unique and hard-to-find;
 - (2) There are no other viable candidates or employees who possess the qualifications necessary to perform the essential duties of the position;
 - (3) The competencies required for the position are critical to the successful accomplishment of a primary NNSA mission, project, or initiative (e.g., programs or projects related to a national emergency or implementing a new law or critical management initiative);
 - (4) The work of the position is critical to and has a direct impact on the successful accomplishment of a primary NNSA mission, project, or initiative; and
 - (5) Recruitment efforts for the position have been extensive and prolonged (e.g., multiple announcements for the same vacancy) or the need to fill the vacancy without delay in order to avoid detrimental impact on a time sensitive primary NNSA mission, project, or initiative makes extensive and prolonged recruitment efforts infeasible.
 - f) A relocation incentive in excess of 25 percent and up to 50 percent must be approved by OPM.
- 4) Service Agreement.
- a) A 12-month service agreement period beginning at entry-on-duty is required.

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- 5) Entry on Duty.
 - a) The candidate or employee 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 relocation incentive and prior to the date the service agreement is fully executed (signed and dated by all required signatories).
- 6) Payment of Relocation Incentives.
 - a) Relocation incentives are paid in a lump sum as soon as possible after the candidate or employee relocates to the new geographic area or as soon as possible after the candidate or employee officially establishes legal residency in the new geographic area, whichever is later. The total amount of taxes (i.e., income tax withholding, social security, and Medicare) is deducted from the gross amount of the incentive, and a net payment is made.
 - b) Relocation incentives are not considered part of an employee's rate of basic pay for retirement purposes or any other authority.
 - c) Relocation incentives count toward the aggregate limitation on pay under 5 CFR 530, Subpart B.
- 7) 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 overpayment as computed on a month-for-month pro rata basis (i.e., gross amount of incentive received= \$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 from NNSA or from his/her position for reasons other than misconduct or performance (i.e., reduction-in-force or similar).
 - 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.
 - d) Repayment may be wholly or partially waived in other circumstances if the Administrator of the National Nuclear Security Administration determines that recovery would not be in the public interest or would be against equity and good conscience. In making this determination, the Administrator of the National

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Nuclear Security Administration will take into account consistency, fairness, and the cost to the taxpayer of recovering monies owed to the government.

- 8) Waiver of Case-by-Case Approval Requirements.
 - a) The normal case-by-case approval requirements for a relocation incentive are waived for current NNSA employees if:
 - (1) The employee is a member of a group of employees in a program subject to a mobility agreement, NNSA has determined that relocation incentives are necessary to retain employees subject to such an agreement to ensure continuation of operations, and the amount of the relocation incentive and service requirement are specified in the program; or
 - (2) A major NNSA organizational unit is relocated to a new duty station and NNSA has determined that relocation incentives are necessary for a group of employees to ensure the continued operation of that unit without undue disruption of an activity or function deemed essential to NNSA's mission or without undue disruption of service to the public.

c. Retention Incentives (Individual).

1) Justification

- a) For an individual retention incentive, requesting officials must provide a written justification demonstrating that absent a retention incentive, the employee is likely to leave Federal Service, that 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.

- (1) Approved individual retention incentive requests are valid for up to one year.

- b) Because of the potential continuing nature of retention incentives, requesting officials must also develop a written strategy for reducing or eliminating the retention incentive over a period of time. The strategy should include training or retraining of other employees, skill replacement through additional hiring or targeted recruitment, or similar factors.

2) Factors to be Addressed, Considered, and Documented (as applicable):

- a) The success of recent efforts to recruit candidates and retain employees with competencies similar to those possessed by the employee for positions that are sufficiently similar to the position held by the employee.

- (1) A sufficiently similar position is one that is so much like the position for which the incentive is being requested in terms of grade level, minimum qualification requirements (including selective factors, if any), knowledges, skills, and abilities needed to perform the critical duties, etc., that it would be reasonable to expect that applicants for one might qualify for the other.

- b) Local, regional, or nationwide employment trends and labor-market factors that may affect NNSA's ability to retain employees in the same or sufficiently similar positions.

- c) The salaries typically paid outside the Federal government for the same or sufficiently similar positions. Consideration may also be given to the difference between the calculated value of non-Federal benefits (i.e., health insurance, life insurance, vacation time, etc.) versus the estimated value of Federal benefits

(calculated at 25 percent of annual rate of basic pay).

- d) Special or unique competencies required for the position and the extent to which the employee possesses them by identifying the significant or critical work of the position, the knowledges, skills, and abilities needed to perform that work, and the employee's applicable qualifications, and the extent to which the employee's departure would affect NNSA's ability to carry out an activity, perform a function, or complete a project that NNSA deems essential to its mission.
 - e) Efforts to use non-pay authorities, such as special training, alternative work scheduling flexibilities, flexi place arrangements, etc., to resolve difficulties alone or in combination with an incentive.
 - f) The undesirability of the duties, work or organizational environment, or geographic location of the position in terms of exposure to hazards, extreme isolation, depressed local economy, lack of suitable housing, schools, or conveniences, or other disincentives (as applicable).
 - g) Recent turnover in the same or sufficiently similar positions.
 - h) Any other supporting factors (as applicable).
- 3) An employee who has not fulfilled an obligation pursuant to a service agreement established in connection with a recruitment or relocation incentive may not be considered for a retention incentive until the employee has satisfied that obligation.
- 4) Determining Amount of Incentive.
- a) The incentive amount should be the least amount necessary to retain the employee.
 - b) In determining the size of the incentive, requesting officials must take into consideration budgetary issues (if any) and the employee's value to NNSA.
 - c) Decisions to offer or award a greater incentive to one employee than another for the same position must be supported by a written justification demonstrating that such difference in treatment is merit-based, fair, and equitable.
 - d) A retention incentive in excess of 15 percent is generally inappropriate unless one of the following conditions, or a similar condition, exists.
 - (1) The employee's qualifications are unique and hard-to-find;

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- (2) There are no other viable candidates who possess the skills necessary to perform the essential duties of the position; or
 - (3) The loss of the employee would result in significant health, safety, or monetary risks to NNSA.
- e) A retention incentive in excess of 25 percent is inappropriate unless a critical need exists, in which case, all of the following conditions must be met:
- (1) The employee'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) The loss of the employee would result in significant health, safety, or monetary risks to NNSA;
 - (4) The competencies required for the position are critical to the successful accomplishment of a primary NNSA mission, project, or initiative (e.g., programs or projects related to a national emergency or implementing a new law or critical management initiative); and
 - (5) The work of the position is critical to and has a direct impact on the successful accomplishment of a primary NNSA mission, project, or initiative.
- f) A retention incentive in excess of 25 percent and up to 50 percent must be approved by OPM.
- 5) Service Agreement.
- a) No service period agreement is required for a retention incentive of 25 percent or less.
 - b) A 12-month service period agreement is required for a retention incentive of more than 25 percent and up to 50 percent.
- 6) Payment of Retention Incentives.
- a) Retention incentives are paid on a bi-weekly pay period basis of a set amount (~~1/26~~^{1/26}th of the gross incentive) for a period of no more than one year at a time.

The gross bi-weekly retention incentive 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.

- (l) 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 periodically to ensure the percentage of basic pay approved is not exceeded.
 - b) Retention incentives are not considered part of an employee's rate of basic pay for retirement purposes or any other authority.
 - c) Retention incentives count toward the aggregate limitation on pay under 5 CFR 530, Subpart B.
- 7) Annual Recertification of Retention Incentives.
- a) Requesting officials must recertify at least once each year that a retention incentive is still needed to retain the employee, and must carefully review the amount of the incentive to determine if a reduced amount or termination of the retention incentive is appropriate. In order for a retention incentive to be continued beyond the current retention incentive period, the recertification request must be submitted and approved prior to the expiration of the current retention incentive period.
 - b) Requesting officials must provide a written justification demonstrating that the conditions that warranted the initial retention incentive still exist (i.e., that the employee is still likely to leave Federal Service, that the employee's leaving would still adversely affect the organization's ability to conduct essential activities or functions, that there would still 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, still make it essential to retain the employee), taking into account all of the factors that were addressed in the original request and subsequent recertification requests (if any).
 - c) Requesting officials must also address what specific actions were taken during the previous year to meet the goals of the previously developed written strategy for eliminating the need for the retention incentive (i.e., the success or failure of training or retraining other employees, skill replacement through additional hiring or targeted recruitment, or similar factors).

- 8) Reduction or Termination of Retention Incentives.
 - a) The amount of the retention incentive must be reduced to the extent necessary or terminated to ensure that the employee's aggregate compensation does not exceed the aggregate limitation on pay under 5 CFR 530, Subpart B.
 - b) The amount of the retention incentive must be reduced or terminated when a lesser amount or when none at all would be sufficient to retain the employee.
 - c) The retention incentive must be terminated when the conditions that gave rise to the original determination no longer exist
 - d) The retention incentive must be terminated at the end of the one-year approved period of time if it is not extended through the recertification process.
 - e) The retention incentive must be terminated if the employee either leaves the position for which the retention incentive was approved for any reason, fails to maintain a performance rating of record of at least "Fully Successful" or equivalent, fails to obtain/maintain the appropriate clearance level, or similar.
 - f) The reduction or termination of a retention incentive may not be appealed.

d. Retention Incentives (Group).

1) Justification

- a) For a group retention incentive, requesting officials must narrowly define the group by specifying each position title, series, and grade to be included in the group and provide a written justification demonstrating that absent a retention incentive, 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, and that the unusually high or unique qualifications of the employees in the group or a special need of NNSA for the employees' services makes it essential to retain the employees in the group. Additional factors which may be appropriate in narrowly defining the group include distinctive job duties, unique competencies required for the position, assignment to a special project, minimum NNSA service requirements, organization or team designation, and required rating of record (if greater than "Fully Successful" or equivalent). However, performance level may not be established as the sole or primary basis for authorizing a retention incentive.

(1) Approved group retention incentive requests are valid for up to one year.

- b) Because of the potential continuing nature of retention incentives, requesting officials must also develop a written strategy for reducing or eliminating the retention incentive over a period of time. The strategy should include training or retraining of other employees, skill replacement through additional hiring or targeted recruitment, or similar factors.

2) Factors to be Addressed, Considered, and Documented (as applicable):

- a) The success of recent efforts to recruit candidates and retain employees with competencies similar to those possessed by the employees for positions that are sufficiently similar to the position held by the employees.
 - (1) A sufficiently similar position is one that is so much like the position for which the incentive is being requested in terms of grade level, minimum qualification requirements (including selective factors, if any), knowledges, skills, and abilities needed to perform the critical duties, etc., that it would be reasonable to expect that applicants for one would qualify for the other.

- b) Local, regional, or nationwide employment trends and labor-market factors that may affect NNSA's ability to retain employees in the same or sufficiently similar positions.
 - c) The salaries typically paid outside the Federal government for the same or sufficiently similar positions. Consideration may also be given to the calculated value of non-Federal benefits (i.e., health insurance, life insurance, vacation time, etc.) versus the estimated value of Federal benefits (calculated at 25 percent of annual rate of basic pay).
 - d) Special or unique competencies required for the position and the extent to which the employees possess them by identifying the significant or critical work of the position, the knowledges, skills, and abilities needed to perform that work, and the employees' applicable qualifications, and the extent to which the employees' departure would affect NNSA's ability to carry out an activity, perform a function, or complete a project NNSA deems essential to its mission.
 - e) Efforts to use non-pay authorities, such as special training, alternative work scheduling flexibilities, flexi place arrangements, etc., to resolve difficulties alone or in combination with an incentive.
 - f) The undesirability of the duties, work or organizational environment, or geographic location of the position in terms of exposure to hazards, extreme isolation, depressed local economy, lack of suitable housing, schools, or conveniences, or other disincentives (as applicable).
 - g) Recent turnover in the same or sufficiently similar positions.
 - h) Any other supporting factors (as applicable).
- 3) An employee who has not fulfilled an obligation pursuant to a service agreement established in connection with a recruitment or relocation incentive may not be considered for a retention incentive until the employee has satisfied that obligation.
- 4) Determining Amount of Incentive.
- a) The incentive amount should be the least amount necessary to retain the employees.
 - b) In determining the size of the incentive, requesting officials must take into consideration budgetary issues (if any) and the employees' value to NNSA.

NNSA RECRUITMENT, RELOCATION, AND RETENTION INCENTIVES PROGRAM

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- c) Decisions to offer or award a greater incentive to one employee than another for the same position must be supported by a written justification demonstrating that such difference in treatment is merit-based, fair, and equitable.
 - d) A group retention incentive in excess of 10 percent is generally inappropriate unless one of the following conditions, or a similar condition, exists.
 - (1) The employees' qualifications 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; or
 - (3) The loss of the employees would result in significant health, safety, or monetary risks to NNSA.
 - e) A group retention incentive in excess of 25 percent is inappropriate unless a critical need exists, in which case, all of the following conditions must be met:
 - (1) The employees' 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) The loss of the employees would result in significant health, safety, or monetary risks to NNSA;
 - (4) The competencies required for the positions are critical to the successful accomplishment of a primary NNSA mission, project, or initiative (e.g., programs or projects related to a national emergency or implementing a new law or critical management initiative); and
 - (5) The work of the positions is critical to and has a direct impact on the successful accomplishment of a primary NNSA mission, project, or initiative.
 - f) A group retention incentive in excess of 10 percent and up to 50 percent must be approved by OPM.
- 5) Service Agreement.
- a) No service period agreement is required for a retention incentive of 25 percent or less.

- b) A 12-month service period agreement is required for a retention incentive of more than 25 percent and up to 50 percent.
- 6) Payment of Retention Incentives.
- a) Retention incentives are paid on a bi-weekly pay period basis of a set amount (1/26th of the gross incentive) for a period of no more than one year at a time. The gross bi-weekly retention incentive 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.
 - (!) 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 periodically to ensure the percentage of basic pay approved is not exceeded.
 - b) Retention incentives are not considered part of an employee's rate of basic pay for retirement purposes or any other authority.
 - c) Retention incentives count toward the aggregate limitation on pay under 5 CFR 530, Subpart B.
- 7) Annual Recertification of Retention Incentives.
- a) Requesting officials must recertify at least once each year that a retention incentive is still needed to retain the employees, and must carefully review the amount of the incentive to determine if a reduced amount or if termination of the retention incentive is appropriate. In order for a retention incentive to be continued beyond the current retention incentive period, the recertification request must be submitted and approved prior to the expiration of the current retention incentive period.
 - b) Requesting officials must provide a written justification demonstrating that the conditions that warranted the initial retention incentive still exist (i.e., that the employees are still likely to leave Federal Service, that the employees' leaving would still adversely affect the organization's ability to conduct essential activities or functions, that there would still be difficulty in replacing the employees, and that the unusually high or unique qualifications of the employees, or a special need of NNSA for the employees' services, still make it essential to retain the employees), taking into account all of the factors that were addressed in

the original request and subsequent recertification requests (if any).

- c) Requesting officials must also address what specific actions were taken during the previous year to meet the goals of the previously developed written strategy for eliminating the need for the retention incentive (i.e., the success or failure of training or retraining other employees, skill replacement through additional hiring or targeted recruitment, or similar factors).
- 8) Reduction or Termination of Retention Incentives.
- a) The amount of the retention incentive must be reduced to the extent necessary or terminated to ensure that the employee's aggregate compensation does not exceed the aggregate limitation on pay under 5 CFR 530, Subpart B.
 - b) The amount of the retention incentive must be reduced or terminated when a lesser amount or when none at all would be sufficient to retain the employees.
 - c) The retention incentive must be terminated when the conditions that gave rise to the original determination no longer exist.
 - d) The retention incentive must be terminated at the end of the one-year approved period of time if it is not extended through the recertification process.
 - e) The retention incentive must be terminated if an employee either leaves the position for which the retention incentive was approved for any reason, fails to maintain a performance rating of record of at least "Fully Successful" or equivalent, fails to obtain/maintain the appropriate clearance level, or similar.
 - t) The reduction or termination of a retention incentive may not be appealed.

e. Process.

- 1) The requesting official contacts the servicing Human Resources Consultant (HRC) for procedural guidance and/or data to support the justification.
- 2) The requesting official ensures funds are available.
- 3) The requesting official advises the appropriate approving official of the proposed request and obtains tentative approval.
- 4) The requesting official, in consultation and collaboration with the HRC, develops the written justification, and submits the 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).
- 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) The Human Resources Department Manager in the Service Center (or equivalent Human Resources official at Headquarters) forwards requests that are complete and meet all requirements for approval to the approving official for final approval or disapproval.
- 8) The Human Resources Department Manager in the Service Center (or equivalent Human Resources official at Headquarters) returns requests that are incomplete or do not meet all requirements for approval to the requesting official through the servicing HRC for additional justification, further discussion, etc., as necessary.

6. RESPONSIBILITIES.

a. Administrator of the National Nuclear Security Administration.

- 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*).

NNSA RECRUITMENT, RELOCATION, AND RETENTION INCENTIVES PROGRAM

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- 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 incentives received when recipients do not complete the required service agreement.
 - 4) Approves or disapproves requests for recruitment, relocation, and retention incentives for SES, SL, ST, and EX employees and Excepted Service employees whose annual rate of basic pay exceeds the annual rate of basic pay for GS-15 Step 10.
 - 5) Approves or disapproves requests for group recruitment and relocation incentives of up to 25% of annual rate of basic pay and group retention incentives of up to 10% of annual rate of basic pay.
 - 6) Approves or disapproves requests for individual and group recruitment and relocation incentives in excess of 25% of annual rate of basic pay, individual retention incentives in excess of 25% of annual rate of basic pay, and group retention incentives in excess of 10% of annual rate of basic pay and submits approved requests to OPM through the Chief Human Capital Officer for final approval and authorization
 - 7) Submits requests for recruitment, relocation, and retention incentives for all of his direct reports to the Secretary of Energy for final disposition.
- b. NNSA Executive Resources Board (ERB).
- 1) Recommends approval or disapproval of tentatively approved requests for all recruitment, relocation, and retention incentives for SES, ST, and SL employees, and forwards to the Administrator of the National Nuclear Security Administration 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.

NNSA RECRUITMENT, RELOCATION, AND RETENTION INCENTIVES PROGRAM

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- 3) Recommends approval or disapproval of requests for waivers of repayment of recruitment and relocation incentives received when recipients do not complete the required service agreement and forwards to the Administrator of the National Nuclear Security Administration for final disposition.
 - 4) Recommends approval or disapproval of requests for individual recruitment, relocation, and retention incentives in excess of 25% of annual rate of basic pay, all group recruitment, relocation, and retention incentives, and all recruitment, relocation, and retention incentives for EX employees, and forwards to the Administrator of the National Nuclear Security Administration for final disposition.
 - 5) Ensures that NNSA's use of recruitment, relocation, and retention incentive incentives is monitored for consistency with the requirements established under 5 U.S.C. 5753 and 5754, 5 CFR 575, and this policy.
 - 6) 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, Relocation, and Retention Incentives Program.
 - 2) Conduct a final review of all requests for recruitment, relocation, and retention incentives for regulatory and policy compliance for employees within their servicing area.
 - 3) Forward approvable requests for recruitment, relocation, and retention incentives to appropriate approving official or return requests that are not approvable to the appropriate HRC.
 - 4) Ensure a record of each determination to pay (or not pay) a recruitment, relocation, or retention incentive is maintained in the Human Resources office, and that any required or requested reports are prepared and submitted.
 - 5) Terminate retention incentives in the absence of approved recertification or when no longer needed, as appropriate.
 - 6) Evaluate the effectiveness of the NNSA Recruitment, Relocation, and Retention Incentives 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, Relocation, and Retention Incentives Program, as well as other pay flexibilities.
 - 2) Collaborate with requesting officials in the development of request packages for recruitment, relocation, and retention incentives.
 - 3) Review requests for recruitment, relocation, and retention incentives for regulatory and policy compliance for employees within their servicing area.
 - 4) Forward approvable requests for recruitment, relocation, and retention incentives 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, relocation, and retention incentives for organizations for which they are responsible.
 - 7) Issue reminder notices to supervisors and managers (requesting officials) when previously approved retention incentives are within 60 days of their expiration date.
 - 8) Process personnel actions for recruitment, relocation, and retention incentives.
 - 9) Maintain confidentiality on all personal information related to incentives.
- f. Site Office Managers, Service Center Associate Directors, the Assistant Deputy Secretary for Secure Transportation, and Heads of NNSA Headquarters First-Tier Elements.
 - 1) Approve or disapprove requests for recruitment, relocation, and retention incentives 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, relocation, and retention incentives that require approval by the Administrator of the National Nuclear Security Administration or OPM to the Administrator of the National Nuclear Security Administration, through appropriate NNSA channels.

NNSA RECRUITMENT, RELOCATION, AND RETENTION INCENTIVES PROGRAM

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- 3) The determination to pay recruitment, relocation, and retention incentives, 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, relocation, and retention incentives 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, relocation, and retention incentives.
 - 4) Prepare and submit completed requests for recruitment, relocation, and retention incentives to the servicing HRC.
7. REFERENCES.
 - a. 5 USC 5753 and 5754
 - b. 5 CFR Part 575
 - c. 5 CFR Part 530, Subpart B
 - d. OPM Fact Sheets and Frequently Asked Questions (<http://www.opm.gov/oca/index.asp>)
 - e. DOE O 322.1, Chapter III, Recruitment, Relocation, and Retention Incentives
8. 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 & Administration

Attachments:

1. Composite Request Form
2. Recruitment Incentive Checklist
3. Relocation Incentive Checklist
4. Retention Incentive Checklist - Initial Award
5. Retention Incentive Checklist - Recertification
6. Retention Incentive Checklist - Termination/Withdrawal
7. Recruitment Incentive Service Agreement
8. Relocation Incentive Service Agreement
9. Retention Incentive Memorandum of Understanding
10. Retention Incentive Service Agreement
11. Government-wide Direct-Hire Authorities

Distribution:

- Deputy Administrators
- Associate Administrators
- Site Office Managers
- Service Center Manager

**NNSA RECRUITMENT, RELOCATION, AND RETENTION
INCENTIVES PROGRAM
Recruitment/Relocation/Retention
Incentive Composite Request Form**

ATTACHMENT 1

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Action Requested: Recruitment Incentive Relocation Incentive
Retention Incentive: Initial Recertification Withdrawal

Name of Eligible Employee: _____

Position Title/Series/Grade: _____

Position Location: _____

Justification Attached: Yes No Service Agreement Attached: Yes No

Requesting Official's Name and Title: _____

Signature Date

Budget Official: Funds Are OR Are not available.

Signature Date

HR Consultant: Complies OR Does not comply with all applicable regulations, policies, etc.

Signature Date

HR Branch Chief: Complies OR Does not comply with all applicable regulations, policies, etc.
(if applicable)

Signature Date

HR Department Head: Complies OR Does not comply with all applicable regulations, policies, etc.
(Or HQ equivalent)

Signature Date

Approving Official: Approve Disapprove

Signature Date

Recruitment Incentive 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 incentive: _____
5. Recruitment incentive as percentage of annual rate of basic pay: _____
6. Will the selectee be serving under an SES, SL, ST, or EX appointment? Yes No
7. Is the selectee being appointed to a position covered by an approved group recruitment incentive? Yes No
8. Does the written determination support the conclusion that in the absence of such an incentive, NNSA would encounter difficulty in filling the position? Yes No
9. Does the written determination consider the following factors from Pages 6 and 7?
 - a. History of difficulty in filling or retaining... Yes No
 - b. Employment trends and labor market factors... Yes No
 - c. Salaries typically paid outside the Federal government... Yes No
 - d. Special or unique competencies required for the position... Yes No
 - e. Efforts to use non-pay authorities... Yes No
 - f. Undesirability of duties, work, or organizational environment... Yes No
 - g. Recent turnover in the same or sufficiently similar positions... Yes No
 - h. Other supporting factors (as applicable)... Yes No
10. Does the written determination of the amount of the recruitment incentive conform to the guidance on Pages 7 and 8? Yes No
11. Is there documentation of a performance rating of at least "Fully Successful"? Yes No

Human Resources Consultant

Signature

Date

Relocation Incentive Checklist

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1. Name of selectee: _____
2. Position title: _____
3. Pay Plan/Series/Grade/Payband/Step/Salary: _____
4. Selectee's current duty station: _____
5. Selectee's new duty station: _____
6. Date selectee established/will establish residence in new within geographic area: _____
7. Gross amount of relocation incentive: _____
8. Relocation incentive as percentage of annual rate of basic pay: _____
9. Will the selectee be serving under an SES, SL, ST, or EX appointment? Yes No
10. Is the selectee being appointed to a position covered by an approved group relocation incentive? Yes No
11. Does the written determination support the conclusion that, in the absence of such an incentive, NNSA would encounter difficulty in filling the position? Yes No
12. Does the written determination consider the following factors from Pages 10 and 11?
 - a. History of difficulty in filling or retaining... Yes No
 - b. Employment trends and labor market factors... Yes No
 - c. Salaries typically paid outside the Federal government... Yes No
 - d. Special or unique competencies required for the position... Yes No
 - e. Efforts to use non-pay authorities... Yes No
 - f. Undesirability of duties, work, or organizational environment... Yes No
 - g. Recent turnover in the same or sufficiently similar positions... Yes No
 - h. Other supporting factors (as applicable)... Yes No
13. Does the written determination of the amount of the relocation incentive conform to the guidelines on Pages 11 and 12? Yes No
14. Is there documentation of a performance rating of at least "Fully Successful"? Yes No

Human Resources Consultant

Signature

Date

Retention Incentive Checklist-Initial

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1. Name of employee: _____
2. Position title: _____
3. Pay Plan/Series/Grade/Payband/Step/Salary: _____
4. Gross amount of retention incentive: _____
5. Retention incentive as percentage of annual rate of basic pay: _____
6. Is the employee serving under an SES, SL, ST, or EX appointment? Yes No
7. Is the employee's position covered by an approved group retention incentive? Yes No
8. Is the employee currently fulfilling an obligation under a service agreement for a recruitment or relocations incentive? Yes No
9. Does the written justification address the following?
 - a. Absent a retention incentive, the employee is likely to leave Federal service. Yes No
 - b. The employee's leaving would adversely affect the organization's ability to conduct essential activities or functions. Yes No
 - c. There would be difficulty replacing the employee. Yes No
 - d. The employee's unusually high or unique qualifications makes it essential for NNSA to retain the employee. Yes No
 - e. A special need for the employee's services makes it essential for NNSA to retain the employee. Yes No
10. Does the written determination consider the following factors from Pages 15 and 16?
 - a. History of difficulty in filling or retaining... Yes No
 - b. Employment trends and labor market factors... Yes No
 - c. Salaries typically paid outside the Federal government... Yes No
 - d. Special or unique competencies required for the position... Yes No
 - e. Efforts to use non-pay authorities... Yes No
 - f. Undesirability of duties, work, or organizational environment... Yes No
 - g. Recent turnover in the same or sufficiently similar positions... Yes No
 - h. Other supporting factors (as applicable)... Yes No

Retention Incentive Checklist-Initial

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- | | | |
|----------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 11. Does the written determination of the amount of the retention incentive conform to the guidelines on Pages 16 and 17? | Yes | No |
| 12. Does the written determination include a strategy for reducing or eliminating the retention incentive over a period of time? | Yes | No |

Human Resources Consultant

Signature

Date

**NNSA RECRUITMENT, RELOCATION, AND RETENTION
INCENTIVES PROGRAM
Retention Incentive Checklist-
Recertification**

ATTACHMENT 5

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- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 10. Does the written determination describe the steps the requesting official has taken over the past year to reduce or eliminate the necessity for a retention incentive? | Yes | No |
| 11. Does the written determination of the amount of the retention incentive conform to the guidelines on Pages 16 and 17? | Yes | No |
| 12. Is the percentage of the retention incentive identical to the previous percentage? (If Yes, skip Nos. 13 and 14) | Yes | No |
| 13. If the percentage of the retention incentive is less than the previous one, does the written determination address one or more of the following conditions? | | |
| a. The lesser percentage is necessary to ensure that the employee does not exceed the aggregate limitation on pay under 5 CFR 530, Subpart B. | Yes | No |
| b. The lesser percentage is sufficient to retain the employee. | Yes | No |
| c. Labor-market factors have made it sufficiently 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 sufficiently difficult to continue payment at the previous level. | Yes | No |
| f. Other (If Yes, provide explanation). | Yes | No |
| 14. If the percentage of the retention incentive is greater than the previous one, does the written determination address one or more of the following conditions? | | |
| a. The greater percentage 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 |

Human Resources Consultant

Signature

Date

**NNSA RECRUITMENT, RELOCATION, AND RETENTION
INCENTIVES PROGRAM
Retention Incentive Checklist-
Termination/Withdrawal**

ATTACHMENT 6

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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 incentive in its entirety address one or more of the following conditions?
 - a. Termination/withdrawal is necessary to ensure that the employee does not exceed the aggregate limitation on pay under 5 CFR 530, Subpart B. Yes No
 - b. A retention incentive is no longer necessary to retain the employee. Yes No
 - c. Labor-market factors have made it sufficiently 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 incentive. Yes No
 - e. Budgetary considerations have made it sufficiently difficult to continue payment of a retention incentive. Yes No
 - f. The employee has failed to maintain a rating of "Fully Successful." Yes No
 - g. The employee has failed to maintain the necessary clearance level. Yes No
 - h. The employee no longer occupies/will no longer occupy the position for which the retention incentive was approved. Yes No
 - i. Other. (If Yes, provide explanation). Yes No

Human Resources Consultant

Signature Date

1. This Recruitment Incentive Service Agreement, which is established in accordance with the requirements of 5 CFR 575, 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 a Recruitment Incentive in the gross amount of \$_____, which represents ____% of your annual rate of basic pay. NNSA's payment to you will be a lump sum net amount (gross amount less taxes).
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 Incentive Service Agreement are not considered part of your annual rate of basic pay for any entitlement purposes (i.e., annuity computations, Thrift Savings Plan, etc.). However, they do count toward the aggregate limitation on pay under 5 CFR 530, Subpart B.
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), voluntarily leave the position to which you were appointed for any reason (including but not limited to a different position within NNSA), fail to obtain or maintain a performance rating of "Fully Successful" or equivalent, or fail to obtain or maintain the appropriate security clearance (regardless of whether or not you are separated for such failure), before completing the period of service agreed to above, you will repay the gross amount of the Recruitment Incentive 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 Incentive.
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 continue working because of disability evidenced by acceptable medical documentation.

7. NNSA agrees to waive any indebtedness in the event NNSA reassigns you to another position for reasons other than performance or misconduct (i.e., as a result of a management directed reassignment) prior to your completing the period of service specified in this agreement providing you subsequently complete the period of service specified in this agreement in the new position.
8. You acknowledge that this agreement does not in any way constitute a right, promise, or entitlement for continued employment with NNSA.
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 requirements, NNSA agrees to such change.

CERTIFICATIONS

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

Selectee

Date

Recommending Official

Date

Privacy Act Notice

Title 5 United States Code section 5753(c) and Title 5 Code of Federal Regulations sections 575.110 and 575.210 require the use of a service agreement to document employer-paid recruitment incentives. Signing this agreement is voluntary, but failure to sign this agreement will preclude payment of the incentive. It will not, however, affect your being appointed to a position offered by NNSA. The use of this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and equal employment opportunity staffs to verify that this agreement is properly completed, process and make the payment, maintain appropriate documents that support the use of Government funds, ensure equitable treatment, monitor the use of the incentive as part of an oversight function of this program, and report the use as part of an annual reporting requirement to Congress. There are no additional uses that may be made of the information collected.

The official copy of this agreement is maintained in your Official Personnel File, which is a category of record included in the OPM/GOVT-1 General Personnel Records system. One copy of this agreement will be maintained in your payroll file, which is a category of record included in DOE-13, Payroll and Leave Records. Your supervisor, finance office, and the NNSA Human Resources Office may maintain other copies, which is appropriate under the OPM/GOVT-1 records system.

Distribution:

Original: Official Personnel File
Copy: Employee
Supervisor
Payroll

1. This Relocation Incentive Service Agreement, which is established in accordance with the requirements of 5 CFR 575, 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 a Relocation Incentive in the gross amount of \$_____, which represents _____% of your annual rate of basic pay. NNSA's payment to you will be a lump sum net amount (gross amount less taxes).
 - a. You understand that no monies can be paid to you under this Relocation Incentive Service Agreement until such time as you have established official residence within the geographic area of the new duty station or entered-on-duty in the new geographic area, whichever is later.
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 any monies be paid to you under this Relocation Incentive Service Agreement are not considered part of your annual rate of basic pay for any entitlement purposes (i.e., annuity computation, Thrift Savings Plan, etc.). However, they do count toward the aggregate limitation on pay under 5 CFR 530, Subpart B.
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), voluntarily leave the position to which you were appointed for any reason (including but not limited to a different position within NNSA), fail to obtain or maintain a performance rating of "Fully Successful" or equivalent, or fail to obtain or maintain the appropriate security clearance (regardless of whether or not you are separated for such failure), before completing the period of service agreed to above, you will repay the gross amount of the Relocation Incentive 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 Relocation Incentive.

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. NNSA agrees to waive any indebtedness in the event NNSA reassigns you to another position for reasons other than performance or misconduct (i.e., as a result of a management directed reassignment) prior to your completing the period of service specified in this agreement providing you subsequently complete the period of service specified in this agreement in the new position.
8. You acknowledge that this agreement does not in any way constitute a right, promise, or entitlement for continued employment with NNSA.
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 Service Agreement.

Selectee

Date

Recommending Official

Date

Privacy Act Notice

Title 5 United States Code section 5753(c) and Title 5 Code of Federal Regulations sections 575.110 and 575.210 require the use of a service agreement to document employer-paid relocation incentives. Signing this agreement is voluntary, but failure to sign this agreement will preclude payment of the incentive. It will not, however, affect your being appointed to a position offered by NNSA. The use of this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and equal employment opportunity staffs to verify that this agreement is properly completed, process and make the payment, maintain appropriate documents that support the use of Government funds, ensure equitable treatment, monitor the use of the incentive as part of an oversight function of this program, and report the use as part of an annual reporting requirement to Congress. There are no additional uses that may be made of the information collected.

The official copy of this agreement is maintained in your Official Personnel File, which is a category of record included in the OPM/GOVT-1 General Personnel Records system. One copy of this agreement will be maintained in your payroll file, which is a category of record included in DOE-13, Payroll and Leave Records. Your supervisor, finance office, and the NNSA Human Resources Office may maintain other copies, which is appropriate under the OPM/GOVT-1 records system.

Distribution:

Original: Official Personnel File
Copy: Employee
Supervisor
Payroll

**(For Recipients of Individual Retention Incentives of Up to 25% and
Group Retention Incentives of Up to 10%)**

1. This Retention Incentive Memorandum of Understanding (MOU), which is established in accordance with the requirements of 5 CFR 575, is an understanding between the National Nuclear Security Administration (hereinafter referred to as NNSA) and _____ (hereinafter referred to as you or your) for the purpose of specifying how NNSA will make Retention Incentive payments to you, the conditions under which NNSA will continue its Retention Incentive payments to you, and the conditions under which NNSA may reduce or terminate its Retention Incentive payments to you.
2. Retention incentives are paid on a bi-weekly pay period basis of a set amount (1/26th of the gross incentive) for a period of no more than one year at a time. The gross bi-weekly retention incentive amount is added to your gross salary for that pay period and taxes are calculated and withheld based on total salary to determine your net pay.
3. 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 periodically to ensure the percentage of your annual rate of basic pay approved is not exceeded.
4. Any monies paid to you under this Recruitment Incentive Service Agreement are not considered part of your annual rate of basic pay for any entitlement purposes (i.e., annuity computations, Thrift Savings Plan, etc.). However, they do count toward the aggregate limitation on pay under 5 CFR 530, Subpart B.
5. NNSA will continue its Retention Incentive payments to you so long as the conditions that gave rise to the original determination still exist and none of the conditions specified in Nos. 6 and 7 below necessitate reduction or termination. This determination will be made through an annual recertification process.
6. NNSA will reduce the amount of your Retention Incentive payments under any of the following, or similar, conditions:
 - a. A lesser amount is necessary to ensure your annual rate of basic pay does not exceed the aggregate limitation on pay under 5 CFR 530, Subpart B.
 - b. A lesser amount is sufficient to retain you.
 - c. A lesser amount is warranted because labor-market factors have made it likely to recruit a candidate with qualifications similar to those possessed by you.
 - d. A lesser amount is warranted because NNSA's needs for your services have reduced to a level that makes it unnecessary to continue payment at the previous level.
 - e. A lesser amount is necessary because budgetary considerations make it sufficiently difficult to continue payment at the previous level.

7. NNSA will terminate/withdraw your Retention Incentive payments under any of the following, or similar, conditions:
- a. To ensure your annual rate of basic pay does not exceed the aggregate limitation on pay under 5 CFR 530, Subpart B.
 - b. A retention incentive is no longer needed to retain you.
 - c. Labor-market factors have made it sufficiently likely to recruit a candidate with qualifications similar to those possessed by you.
 - d. NNSA's needs for your services have been reduced to a level that makes it unnecessary to continue payment of a retention incentive.
 - e. Budgetary considerations have made it sufficiently difficult to continue payment of a retention incentive.
 - f. You fail to maintain a performance rating of "Fully Successful."
 - g. You fail to maintain the necessary clearance level.
 - h. You will no longer encumber the position for which the retention incentive was approved.
 - i. You will no longer be employed by NNSA.
8. The reduction or terminate/withdraw of a Retention Incentive is not appealable.

CERTIFICATIONS

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

Employee

Date

Recommending Official

Date

Privacy Act Notice

Title 5 United States Code section 5753(c) and Title 5 Code of Federal Regulations section 575 require the use of a service agreement to document employer-paid retention incentives. This Memorandum of Understanding (MOU) is in lieu of a service agreement. Signing this MOU is voluntary, but failure to sign this MOU will preclude payment of the incentive. It will not, however, affect your appointment with NNSA. The use of this MOU is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and equal employment opportunity staffs to verify that this MOU is properly completed, process and make the payment, maintain appropriate documents that support the use of Government funds, ensure equitable treatment, monitor the use of the incentive as part of an oversight function of this program, and report the use as part of an annual reporting requirement to Congress. There are no additional uses that may be made of the information collected.

The official copy of this MOU is maintained in your Official Personnel File, which is a category of record included in the OPM/GOVT-1 General Personnel Records system. One copy of this MOU will be maintained in your payroll file, which is a category of record included in DOE-13, Payroll and Leave Records. Your supervisor, finance office, and the NNSA Human Resources Office may maintain other copies, which is appropriate under the OPM/GOVT-1 records system.

Distribution:

Original: Official Personnel File
Copy: Employee
Supervisor
Payroll

**(For Recipients of Individual Retention Incentives Greater than 25% and
Group Retention Incentives Greater than 10%)**

1. This Retention Incentive Service Agreement, which is established in accordance with the requirements of 5 CFR 575, 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 a Retention Incentive in the gross amount of \$_____, which represents _____% of your annual rate of basic pay.
2. You agree to remain in the employment of NNSA for a period of 12 months commencing from _____, which is the first day of the first pay period in which you will begin receiving Retention Incentive payments.
3. Retention incentives are paid on a bi-weekly pay period basis of a set amount (1/26th of the gross incentive) for a period of no more than one year at a time. The gross bi-weekly retention incentive amount is added to your gross salary for that pay period and taxes are calculated and withheld based on total salary to determine your net pay.
4. 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 periodically to ensure the percentage of your annual rate of basic pay approved is not exceeded.
5. Any monies paid to you under this Recruitment Incentive Service Agreement are not considered part of your annual rate of basic pay for any entitlement purposes (i.e., annuity computations, Thrift Savings Plan, etc.). However, they do count toward the aggregate limitation on pay under 5 CFR 530, Subpart B.
6. NNSA will continue its Retention Incentive payments to you so long as the conditions that gave rise to the original determination still exist and none of the conditions specified in Nos. 7 and 8 below necessitate reduction or termination. This determination will be made through an annual recertification process.
7. NNSA will reduce the amount of your Retention Incentive payments under any of the following, or similar, conditions:
 - a. A lesser amount is necessary to ensure your annual rate of basic pay does not exceed the aggregate limitation on pay under 5 CFR 530, Subpart B.
 - b. A lesser amount is sufficient to retain you.
 - c. A lesser amount is warranted because labor-market factors have made it likely to recruit a candidate with qualifications similar to those possessed by you.
 - d. A lesser amount is warranted because NNSA's needs for your services have reduced to a level that makes it unnecessary to continue payment at the previous level

- e. A lesser amount is necessary because budgetary considerations make it sufficiently difficult to continue payment at the previous level.
- 8. NNSA will terminate/withdraw your Retention Incentive payments under any of the following, or similar, conditions:
 - a. Conditions that gave rise to the original determination no longer exist.
 - b. To ensure your annual rate of basic pay does not exceed the aggregate limitation on pay under 5 CFR 530, Subpart B.
 - c. A retention incentive is no longer needed to retain you.
 - d. Labor-market factors have made it sufficiently likely to recruit a candidate with qualifications similar to those possessed by you.
 - e. NNSA's needs for your services have been reduced to a level that makes it unnecessary to continue payment of a retention incentive.
 - f. Budgetary considerations have made it sufficiently difficult to continue payment of a retention incentive.
 - g. You fail to maintain a performance rating of "Fully Successful."
 - h. You fail to maintain the necessary clearance level.
 - i. You will no longer encumber the position for which the retention incentive was approved.
 - j. You will no longer be employed by NNSA.
- 9. The reduction or terminate/withdraw of a Retention Incentive is not appealable.

CERTIFICATIONS

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

Employee Date

Recommending Official Date

Privacy Act Notice

Title 5 United States Code section 5753(c) and Title 5 Code of Federal Regulations section 575 require the use of a service agreement to document employer-paid retention incentives. Signing this agreement is voluntary, but failure to sign this agreement will preclude payment of the incentive. It will not, however, affect your appointment with NNSA. The use of this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and equal employment opportunity staffs to verify that this agreement is properly completed, process and make the payment, maintain appropriate documents that support the use of Government funds, ensure equitable treatment, monitor the use of the incentive as part of an oversight function of this program, and report the use as part of an annual reporting requirement to Congress. There are no additional uses that may be made of the information collected.

The official copy of this agreement is maintained in your Official Personnel File, which is a category of record included in the OPM/GOVT-1 General Personnel Records system. One copy of this agreement will be maintained in your payroll file, which is a category of record included in DOE-13, Payroll and Leave Records. Your supervisor, finance office, and the NNSA Human Resources Office may maintain other copies, which is appropriate under the OPM/GOVT-1 records system.

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Governmentwide Direct-Hire Authorities

Medical Occupations

- Diagnostic Radiologic Technologist, GS-0647 (all grade levels)
- Medical Officer, GS-0602 (all grade levels)
- Nurse, GS-0610, GS-0620 (all grade levels)
- Pharmacist, GS-0660 (all grade levels)

Information Technology Management (Information Security), GS-2210 (grade levels GS-9 and above)

Positions involved in Iraqi Reconstruction Efforts that require fluency in Arabic or other related Middle Eastern languages at all WG levels, single-grade interval occupations in the General Schedule (GS), and two-grade interval GS occupations at GS-9 and above. Agencies may appoint U.S. citizens to positions at all locations.

Federal Acquisition positions covered under title 41, United States Code 433(g)(1)(A).

Prior to using this authority, agency heads must determine whether a shortage of highly qualified individuals exists. When determining the existence of a shortage of highly qualified individuals, agencies are required to use the supporting evidence prescribed in 5 CFR 337.204(b). The supporting evidence must be kept in a file for documentation and reporting purposes. Agencies using this direct-hire authority must submit to OPM a report on their implementation no later than December 31, 2006. The report must include (1) A description of how the agency's implementation satisfied each of the elements laid out in 5 CFR 337.203 and 337.204(b)(1)-(8), as applicable; (2) An assessment of the effectiveness of the direct-hire authority in attracting employees with unusually high qualifications to the acquisition workforce; and (3) Any recommendations on whether the authority should be extended. This authority expires on September 30, 2007. Agencies may not appoint any individual to a position of employment using this authority after September 30, 2007.