



U.S. Department of Justice
Federal Bureau of Prisons

PROGRAM STATEMENT

OPI: HRM/PDB
NUMBER: 3530.02
DATE: October 28, 2016

Compensation

/s/

Approved: Thomas R. Kane
Acting Director, Federal Bureau of Prisons

1. PURPOSE AND SCOPE

To attract and retain employees and provide appropriate compensation for staff.

a. Summary of Changes

Policy Rescinded

P3530.01 Compensation (2/3/2016)

- **2.A. Recruitment Incentives.** Added a statement regarding the length of time for service agreements for group incentives. Updated the review and approval authority section to remove the requirement to have the Assistant Director, Health Services Division (HSD), also approve the recruitment incentives for medical positions.
- **2.B. Relocation Incentives.** Added a statement indicating that institutions approved for group incentives are not required to have their positions approved before the vacancy announcement is posted.
- **2.C. Retention Incentives.** Updated the review and approval authority section to remove the requirement to have the Assistant Director, HSD, also approve the recruitment incentives for medical positions.
- **Part 3. Student Loan Repayment – #7.** Changed the approving official from the Assistant Director, HRMD, to the Bureau Personnel Director.

b. **Program Objectives.** The expected result of this program is:

- The Bureau will attract and maintain a competent, productive, and highly qualified workforce.
- Through the use of various incentive programs, employees will maintain long-term employment that contributes to their growth, professional development, and commitment to the Bureau.
- Staff working overtime will be properly compensated.

c. **Institution Supplement.** None required. Should local facilities make any changes outside the required changes in the national policy or establish any additional local procedures to implement the national policy, the local Union may invoke to negotiate procedures or appropriate arrangements.

2. REFERENCES

Program Statements

P2013.02 Financial Management – Debt Management (3/13/15)

DOJ HR Order 1200.1 (08/05/08)

Master Agreement

Appointment Above the Minimum Rate

5 CFR §531.212

Recruitment Incentives

Program Statement **Financial Management – Debt Management**

5 CFR Part 575

5 U.S.C. § 5753

31 U.S.C. § 3716

5 U.S.C. § 5333

Relocation Incentives

5 U.S.C. § 5753

5 CFR Part 575

5 U.S.C. § 5514

Retention Incentives

5 U.S.C. § 5754

5 CFR Part 575

Student Loan Repayment

5 U.S.C. § 5379

5 U.S.C. § 2301

5 U.S.C. § 5514

5 CFR Part 537

5 CFR Part 550

Program Statement **Financial Management – Debt Management**

DOJ Order 2120.3B

Special Payroll Processing System (for Windows)(SPPSWIN) Bulletin SPPSWEB 08-2

Compensatory Time

5 U.S.C. 5543

5 CFR 550 and 551

5 CFR 532.504

Title 38 Pay

3 U.S.C. 102

5 U.S.C. Chapters 51, 53, 55, 59, and 63

38 U.S.C. Chapter 74

5 CFR 511, 530, 531, 536

OPM Title 38 Delegation Agreement with DOJ, effective June 30, 2014 DOJ Human Resources Instruction 001-2015

ACA Standards

American Correctional Association Standards for Administration of Correctional Agencies, 2nd Edition: 2-CO-C-13, 2-CO-1C-14, 2-CO-1C-16, and 2-CO-1C-22.

Records Retention Requirements

Requirements and retention guidance for records and information applicable to this program are available in the Records and Information Disposition Schedule on Sallyport.

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ATTACHMENTS

- C-1. Request For Approval of Appointment Above the Minimum Rate C-2. Above the Minimum Rate Checklist
- C-3. Recruitment Incentive Memorandum
- C-4. Request for Relocation Incentive for Institution C-5. Relocation Incentive Memorandum
- C-6. Retention Incentive Request C-7. Recruitment Incentives
- C-8. Relocation Incentives C-9. Retention Incentives
- C-10. Bureau of Prisons Recruitment Service Agreement C-11. Bureau of Prisons Relocation Service Agreement C-12. Student Loan Repayment Memorandum
- C-13. Student Loan Repayment
- C-14. Federal Bureau of Prisons Student Loan Repayment Agreement

Part 1. **APPOINTMENT ABOVE THE MINIMUM RATE BASED ON SUPERIOR QUALIFICATIONS**

1. **PURPOSE AND SCOPE**

To establish criteria and procedures for appointment above the minimum rate based on superior qualifications for non-attorney positions.

2. **REFERENCES**

5 CFR §531.212

3. **APPROVAL**

An above the minimum rate allows for the appointment of a superior candidate appointed at a salary rate above the minimum step of the qualifying grade.

Above the minimum rate requests are used to attract top quality candidates from outside the Government service who meet one of the following:

Superior Qualifications. Candidates who have superior qualifications and who would forfeit income that would justify a salary above the base pay for the grade.

Special Need. Candidates who have a unique combination of education and experience that meets a special need of the agency.

The above the minimum rate request must be approved prior to the candidate's entry on duty date.

It must be the applicant's initial appointment into Government service or after a break in Government service of at least 90 days. Experts and consultants such as dentists, medical officers, etc., who are currently providing services for the Bureau under contract may be offered an above the minimum rate appointment without serving the 90-day break in service. Above the minimum rates may not be used for reassignments of current Government employees.

Approval of above the minimum rate appointments based on superior qualifications for non-attorney positions was delegated to the Bureau Personnel Director, effective November 23, 1992. This authority is used to make appointments that do not exceed a candidate's existing pay by 20 percent.

In addition, the Bureau Personnel Director has been granted delegated authority to approve above the minimum rate appointments that are:

- More than 20 percent higher than a candidate's existing pay.
- Based on a special need of the agency.
- Based on a reasonable expectation of employment (if unemployed).

This additional authority will only be used in rare instances and will not be approved solely on the basis of a candidate's existing pay. The candidate's qualifications for the position in relation to other candidates, and any specialized job requirements or special need of the agency, must carry equal weight.

Above the minimum rate requests for attorney positions will be approved by the Director, Office of Attorney Recruitment and Management.

4. PROCEDURES

An above the minimum rate request is prepared by the hiring office and forwarded to the Staffing and Employee Relations Section (SERS), Central Office, for approval. Submission of the required documents for an above the minimum rate request must include the following:

- Cover Memo.
- Justification.
- Application or resume.
- Copy of the SF-52.
- Copy of the Certificate of Eligibles or other hiring authority documentation.
- Copy of the position description and cover sheet.
- Copy of the earnings statement, employment offer, or other salary verification. Criteria for each item listed above include the following:

a. **Cover Memo.** A cover memo (see Attachment C-1) addressed from the Chief, SERS, Central Office, to the Bureau Personnel Director, will include the candidate's name, proposed position, organizational location, and legal appointing authority.

b. **Justification.** The justification must address the factors in the attachment C-1.

The justification must clearly demonstrate that the candidate has superior qualifications. This would include a detailed description of the candidate's educational background, experience, and any pertinent licenses, certifications, awards, publications, or accomplishments. This must be supported by the application or resume and other available documentation.

If there are any other available qualified candidates, it must be demonstrated why this candidate's credentials exceed the credentials of the other candidates. The specific reasons must be given for those candidates not selected.

Recruitment efforts to attract such a candidate must be addressed in the justification. Examples include: attendance at job fairs and regional advertising campaigns.

The candidate's unwillingness to accept the minimum salary rate of the position must be indicated in the justification.

A statement must be included indicating a recruitment bonus was offered in lieu of or in addition to the above the minimum rate. If a recruitment bonus was offered, but declined, the reason must be given for this decision.

c. **Application.** The application or resume must include complete descriptions of experience, educational credentials, and salary requirements.

d. **SF-52.** A copy of the SF-52, complete with signatures of the certifying and authorizing officials, the name of the employee, and the proposed grade and step. The Human Resources Manager's name and title, without signature, must be completed on the SF-52, Part C.

e. **Certificate of Eligibles.** A copy of the Certificate of Eligibles on which the candidate's name appears, along with proper annotations of non-selections of other candidates, if applicable. If other hiring authorities are used, include the documentation (i.e., merit promotion certificate and selective factors).

f. **Position Description (PD) and Cover Sheet.** A copy of the PD with all required signatures on the cover sheet.

g. **Employment Verification.** A copy of earning statements not over three months old, W-2, salary verification by an accountant or current employer on company letterhead, or written employment offers, whichever is applicable. When using earning statements, include at least three pay stubs dated within 90 days of the applicant's Entry on Duty Date. Compute the average of the combined pay stubs to determine the pay.

Written employment offers less than three months old must promise a comparable salary and indicate the position is currently available to the candidate. Also, all documentation submitted as evidence of present or past salary must match the salary indicated on the application or resume for the last position held.

h. **Above the Minimum Rate Checklist.** The Above the Minimum Rate Checklist (see Attachment C-2) must be signed by the Human Resources Manager to certify the above the minimum rate request is complete and will be included as the top cover sheet in the package.

i. **Salary Chart.** A copy of the salary chart used to determine the applicant's salary must be attached.

j. **Documentation.** Upon final approval of an above the minimum rate request, the servicing office forwards the approval memo to the Consolidated Processing Unit with the accession packet to file in the employee's Electronic Official Personnel Folder (eOPF).

Proper documentation must be noted on the Above the Minimum Rate Checklist (see Attachment C-2) as to the date received and date forwarded to the Central Office. All other information on the Above the Minimum Rate Checklist must be noted and certified by signature from the Human Resources Manager prior to mailing to the Central Office.

Questions regarding appointments above the minimum rate may be directed to SERS.

Part 2. **RECRUITMENT, RELOCATION, AND RETENTION INCENTIVES**

2.A. **RECRUITMENT INCENTIVES**

1. **PURPOSE AND SCOPE**

To institute the Bureau's plan for paying a recruitment incentive to a newly appointed employee or group of employees (see Attachment C-3) when it would otherwise be difficult to fill the position with a high quality applicant.

2. **REFERENCES**

Program Statement **Financial Management – Debt Management**

5 CFR Part 575

5 U.S.C. § 575331 U.S.C. § 3716

5 U.S.C. § 5333

DOJ Order 1200.1

3. **PROCEDURES**

a. **Criteria.** Recruitment incentives, up to 25 percent of the annual rate of basic pay, may be provided to employees who are either:

- Newly appointed to the Bureau (i.e., the first appointment as a Federal employee).
- Being appointed following a break in service of at least 90 days.

Career experience students (formerly Co-ops), interns, and law clerk trainees are exempt from the 90-day break in service requirement when accepting the first permanent appointment.

The incentive is calculated on the rate of basic pay before any deductions (such as taxes) and includes locality-based comparability payments, excluding pay of any other kind such as overtime. Basic pay does include a special salary rate if one has been established for the occupation and location.

Each recruitment incentive requires a written service agreement (see Attachment C-10) between the Bureau and the newly appointed employee, under which the employee agrees to a minimum of 24 months of employment with the Bureau in return for a recruitment incentive payment. The written service agreement for institutions approved for group incentives is 12 months of employment with the Bureau. The length of the service agreement can be a shorter period of time, at the Director's discretion but may not be less than six months.

b. **Review and Approval Authority.** The appropriate Chief Executive Officer must request each recruitment incentive in writing and forward the request (see Attachment C-3) to the Staffing and Employee Relations Section (SERS), which forwards the request to the Bureau Personnel Director for final approval.

The request must include a statement indicating that concurrence for processing was received from the Regional Director. When the original is forwarded to SERS, a copy of the request must be forwarded to the Regional Director simultaneously.

Recruitment incentive offers for attorneys must be approved by the Bureau General Counsel.

c. **Requirements for Paying a Recruitment Incentive.** The requirements for paying a recruitment bonus are as follows:

(1) Each recruitment incentive must be based on a written case-by-case determination that the candidate is highly qualified to perform the duties of the position to be filled and the Bureau would have considerable difficulty in filling the position with a high quality candidate if a recruitment bonus were not paid. These determinations must be made before the employee enters on duty into the position for which the employee was recruited. The written request must be sent to SERS, for routing to the Bureau Personnel Director for approval prior to entrance on duty.

(2) To determine whether a recruitment incentive should be paid or the amount of any such payment, the recommending and approving officials must consider the following factors, which must be outlined in the written case-by-case determination:

(a) Availability of funds to pay the recruitment incentive to the candidate/employee under current consideration (Central Office, regional, or institution funding is required).

(b) The availability and quality of candidates possessing the knowledge, skills, and abilities required for the position.

(c) The success of recent efforts to recruit high quality candidates for similar positions, including indicators such as offer acceptance rates, proportion of positions filled, and the length of time required to fill similar positions.

(d) Salaries typically paid (higher amount, equivalent amount, etc.) outside the Federal Government.

- (e) Recent turnover in similar positions.
 - (f) Employment trends and labor market factors that may affect the ability of the Bureau to recruit high quality candidates for similar positions now or in the future.
 - (g) Special or unique qualifications needed for the position.
 - (h) The Bureau's efforts to use non-pay authorities (i.e., special training, work scheduling flexibilities) to resolve difficulties alone or in combination with a recruitment incentive.
 - (i) The desirability of duties, work or organizational environment, or geographic location of the position.
 - (j) The candidate's qualifications in sufficient detail to demonstrate he/she is qualified for the position.
 - (k) Other supporting factors.
- (3) The recruitment incentive payment is calculated as a percentage of the employee's rate of basic pay, not to exceed 25 percent, and is paid as a lump sum on or after the date the employee enters on duty. The incentive is not considered part of the employee's rate of basic pay for any other purpose.

d. Processing and Recordkeeping. Upon final approval of the recruitment incentive request, the servicing HR office forwards the recruitment incentive and service agreement to the Consolidated Processing Unit to process and file in the employee's eOPF.

e. Department of Justice Reporting Requirements. The Department of Justice (DOJ) requires written documentation for recruitment incentive pay. This documentation must be available for Office of Personnel Management review upon request. The documentation must include sufficient information to clearly justify the incentive payment, and to explain the criteria used to determine the need for paying the incentive, and the criteria used to determine the incentive amount. The candidate's qualifications must be in sufficient detail to demonstrate that he/she is highly qualified for the position. The length of the service agreement and criteria used to make that determination must also be documented.

In order to justify the recruitment incentive and to comply with DOJ reporting requirements, all recruitment incentive requests must be in the format outlined in Attachment C-3.

f. Service Agreements and Pay-Back Requirements.

(1) Before a recruitment incentive may be paid, the affected employee must sign a written service agreement (see Attachment C-10) to complete a minimum of 24 months of employment with the Bureau (or shorter period of time, at the Director's discretion).

(2) Except as provided by Paragraph (3) below, an employee who fails to complete the 24 months (or shorter period of time as indicated in the service agreement) is indebted to the Federal Government and must repay the recruitment incentive on a pro rata basis. The pro rata basis for repayment will be determined as follows:

(a) If the employee completes less than one-fourth of the agreed-upon length of service, the full incentive must be repaid.

(b) If one-fourth or more of the service is completed, the amount to be repaid is determined by dividing the number of months remaining in the service agreement by the total number of months in the service agreement, and multiplying the result by the incentive amount.

Example: Amount of incentive = \$10,000

Length of service agreement = 24 months Number of months remaining = 3

3 months divided by 24 months = .125

.125 x \$10,000 = \$1,250.00

Amount to be repaid = \$1,250.00

(3) Paragraph (2) of this section does not apply if an employee fails to complete a period of employment established under a service agreement due to circumstances beyond the employee's control (i.e., disability, retirement, reduction in force, insufficient funds, or transfer of function). If an employee is terminated, repayment of the recruitment incentive is required.

(4) Movement between positions in the Bureau or components of DOJ does not constitute failure to complete the service agreement. However, if an employee voluntarily moves between DOJ components, the gaining component must reimburse the component that paid the incentive a pro rata share determined using the provisions in Paragraph (2) of this section.

(5) Amounts owed by an employee who fails to complete the period of employment established under a service agreement must be recovered from the employee in accordance with 31 U.S.C. § 3716 and the Program Statement **Financial Management-Debt Management**.

(6) The right of recovery of an employee's debt under 31 U.S.C. § 3716 may be waived in whole or in part by the Attorney General if a determination is made that recovery would be against equity and good conscience or against the public interest.

2.B. RELOCATION INCENTIVES

1. PURPOSE AND SCOPE

To authorize a relocation incentive up to 25% of the rate of basic pay for employees who relocate to a different commuting area.

2. REFERENCES

5 U.S.C. § 5753

5 CFR Part 575

DOJ Order 1200.1

5 U.S.C. § 5514

3. PROCEDURES

a. **Criteria.** A relocation incentive may be offered to a current Bureau employee with at least a satisfactory rating of record who relocates (to a different commuting area) to accept a hard-to-fill position in a hard-to-fill location based on a determination that, absent an incentive, it would be difficult to fill the position. Hard-to-fill locations and positions are determined by the Director. A request must be sent from the Warden, through the Regional Director, to the Assistant Director, Human Resource Management Division, identifying the location and position that is hard to fill (see Attachment C-4). The request must be approved by the Director before the vacancy announcement is posted. For most positions, this process would occur each time a vacancy announcement is posted. However, for open continuous positions, this process would only occur once a year. The institutions approved for group incentives are not required to have their positions approved before the vacancy announcement is posted.

b. **Review and Approval Authority.** After a location/position is approved by the Director, upon selection of an individual to the identified position, a request to receive the incentive must be submitted by the local Chief Executive Officer, through the appropriate Regional Director, to SERS requesting the incentive be approved. The Director has delegated final approval authority to the Assistant Director, Human Resource Management Division (see Attachment C-5). The request must be approved prior to the entry on duty date of the employee.

c. **Requirement for Paying a Relocation Incentive.** The requirements for paying a relocation incentive are as follows:

(1) Each relocation incentive must be based on a written case-by-case determination that, absent such an incentive, the Bureau would encounter difficulty in filling the position. This determination must be made before the employee enters on duty in the position to which relocated. The written request must be sent to the Human Resource Management Division,

Staffing and Employee Relations Section (SERS), for routing and approval by the Assistant Director, Human Resource Management Division.

(2) To determine whether a relocation incentive should be paid, the recommending and approving officials must consider the following factors, which must be outlined in the written case-by-case determination:

(a) The success of recent efforts to recruit candidates for similar positions, including indicators such as:

- Availability and quality of candidates possessing the qualifications needed for the position.
- Offer acceptance rates.
- The proportion of positions filled.
- The length of time required to fill the positions.

(b) Recent turnover in similar positions.

(c) Employment trends and labor market factors that may affect the ability of the agency to recruit candidates for similar positions now or in the future.

(d) Special or unique qualifications needed for the position.

(e) Salaries typically paid (higher amount, equivalent amount, etc.) outside the Federal Government.

(f) The Bureau's efforts to use non-pay authorities (i.e., special training, work scheduling flexibilities) to help resolve difficulties alone or in combination with a relocation incentive.

(g) Desirability of the duties, work or organizational environment, or geographic location of the position.

(h) The qualifications of the candidate, in sufficient detail to demonstrate that he/she is highly qualified for the position.

(i) Other supporting factors.

(3) The relocation incentive is paid as a lump sum payment after the employee establishes a residence in the new commuting area.

d. **Processing and Recordkeeping.** Upon final approval of the relocation incentive request, the servicing HR office forwards the relocation incentive and service agreement to the Consolidated Processing Unit to process and file in the employee's eOPF.

e. **Department of Justice Reporting Requirements.** The Department of Justice (DOJ) requires written documentation for relocation incentive pay. This documentation must be available for the Office of Personnel Management's review upon request. The documentation must include sufficient information to clearly justify the incentive payment and to explain the criteria used to determine the need for paying the incentive.

In order to justify the relocation incentive and to comply with DOJ reporting requirements, all relocation incentive requests must be in the format outlined in Attachment C-5.

f. **Service Agreements and Pay-Back Requirements**

(1) Before a relocation incentive may be paid, the affected employee must sign a written service agreement (see Attachment C-11) to complete a minimum of 24 months of employment (or shorter period of time, at the Director's discretion) with the Bureau in that location.

(2) Except as provided by Paragraph (3) below, an employee who fails to complete the 24 months (or shorter period of time as indicated in the service agreement) is indebted to the Federal Government and must repay the relocation incentive on a pro rata basis. The pro rata basis for repayment will determine the amount to be repaid by providing credit for each full month of employment the employee completed while under the service agreement.

The amount to be repaid will be calculated by dividing the number of months remaining in the service agreement by the total number of months in the service agreement, and multiplying the result by the dollar amount of the incentive.

Example: Amount of incentive = \$15,000

Length of service agreement = 24 months Number of months remaining = 3

3 months divided by 24 months = .125

.125 x \$15,000 = \$1,875.00

Amount to be repaid = \$1,875.00

(3) Paragraph (2) of this section does not apply if an employee fails to complete the period of employment established under a service agreement because the employee is involuntarily separated (other than for cause), or because of a written determination it is necessary to relocate the employee to a position in a different commuting area.

(4) The Assistant Director, HRMD, may waive a right of recovery of an employee's debt under 5 U.S.C. § 5514 in whole or in part if he/she determines that recovery would be against equity and good conscience or against the public interest.

2.C. RETENTION INCENTIVES

1. PURPOSE AND SCOPE

To authorize a retention incentive up to 25 percent of an employee's basic pay, or up to 10 percent for a group of employees, if the employee's unusually high or unique qualifications or the Bureau's special need for the employee's services makes it essential to retain the employee, and the agency determines that the employee would be likely to leave absent a retention incentive.

2. REFERENCES

5 U.S.C. § 5754

5 CFR Part 575

DOJ Order 1200.1

3. PROCEDURES

a. **Criteria.** A retention incentive may be offered to an employee regardless of the length of service previously completed with the Bureau. The incentive is calculated on the rate of pay before any deductions and includes locality-based comparability payments. A retention incentive is based on the employee's basic pay. If the employee's pay is based on a special salary rate, it must be used in calculating the retention incentive.

b. **Review and Approval Authority.** The Chief Executive Officer must request each retention incentive in writing and forward the request (Attachment C-6) to the Human Resource Management Division, Staffing and Employee Relations Section (SERS), who forwards the written request to the Bureau Personnel Director for final approval.

The request must include a statement indicating that the Regional Director has approved the request. When the original is forwarded to SERS, a copy of the request must be forwarded to the Regional Director simultaneously.

Additionally, the employee will be notified in writing or electronically that the incentive will terminate when vacating the position, changing locations, or when circumstances exist that would warrant management to discontinue the incentive.

Annually, the local Human Resources office is responsible for reviewing the justification for the employee's retention incentive and determining whether payment is still warranted. Once the determination is made to continue or discontinue the retention incentive, it must be requested in writing by the Chief Executive Officer and forwarded to SERS. The written request is then forwarded to SERS prior to the expiration of the retention incentive.

When an employee receiving a retention incentive and subsequently transfers to another location (institution, Central Office, Regional Office, etc.), the HR office where the employee was receiving the retention incentive is responsible for submitting a request to the Consolidated Processing Unit to terminate the incentive effective the last day of the pay period the employee occupies the position. If the new location decides to pursue a retention incentive for the employee, it must prepare a request and seek approval following the procedures discussed above.

c. Determination to Pay a Retention Incentive. The requirements for paying a retention incentive are as follows:

- (1) Each retention incentive must be based on a written case-by-case determination that the candidate possesses unusually high or unique qualifications or meets a special need of the agency and has a rating of record of at least "Successful" or the equivalent.
- (2) To determine whether a retention incentive should be paid and the amount of any such payment, the recommending and approving officials must consider the following factors, which must be outlined in the written case-by-case determination:
 - (a) The availability of funds to pay the retention incentive to the employee under current consideration.
 - (b) The extent to which the employee's departure would affect the Bureau's ability to carry out an activity or perform a function deemed essential to the Bureau's mission.
 - (c) The success of recent efforts to recruit candidates and retain employees with qualifications similar to those the employee possesses or for positions similar to the employee's position.
 - (d) Employment trends and labor market factors, such as the availability of candidates for employment who, with minimal training or disruption of services to the public, can perform the full range of duties and responsibilities assigned to the employee's position.
 - (e) Special or unique qualifications needed for the position.

(f) The qualifications of the candidate, in sufficient detail to demonstrate that the candidate possesses high or unique qualifications or meets a special need of the agency.

(g) The Bureau's efforts to use non-pay authorities (work schedule flexibilities, special training, etc.) to help retain the employee instead of or in addition to a retention incentive.

(h) Desirability of duties, work or organizational environment, or geographical location of the position.

(i) Salaries typically paid outside the Federal Government; and the employee's current base salary.

(j) A statement indicating the employee is likely to leave his/her current position in the absence of a retention incentive.

(k) Other supporting factors.

(3) Payment of a retention incentive is calculated as a percentage of the employee's rate of basic pay, not to exceed 25 percent; this is paid in the same manner and at the same time as basic pay. HR offices must ensure the aggregate of continuing payments does not exceed the rate payable for Level I of the Executive Schedule prior to submitting a retention request.

Up to 25% of the annual rate of basic pay for individual incentives is paid on a biweekly basis. Up to 10% of the annual rate of basic pay for group incentives is paid on a biweekly basis. The Office of Personnel Management must approve group incentives above 10%.

Payment of a retention incentive may be continued as long as the conditions giving rise to the original determination to pay the incentive still exist. Adjustments may be made. An annual request to continue the retention incentive must be submitted through SERS to the Bureau Personnel Director for approval prior to the expiration of the retention incentive.

d. **Processing and Recordkeeping.** Upon final approval of the recruitment incentive request, the servicing HR office forwards the recruitment incentive and service agreement to the Consolidated Processing Unit to process and file in the employee's eOPF.

e. **Service Agreements.** No service agreement is required for individual retention incentives. For group incentives above 10%, a signed service agreement for one year is required.

Summary charts are available for recruitment, relocation, and retention incentives as a quick reference guide (see Attachments C-7, C-8, and C-9).

Part 3. STUDENT LOAN REPAYMENT

1. PURPOSE AND SCOPE

To institute the Bureau's plan for repaying a student loan to a newly appointed or current employee who has been determined to be highly qualified and, absent such an incentive, would be difficult to recruit or retain.

2. REFERENCES

5 U.S.C. § 5379

5 U.S.C. § 2301

5 U.S.C. § 5514

5 CFR Part 537

5 CFR Part 550

Program Statement Financial Management – Debt Management DOJ Order 2120.3C

DOJ Order 2120.4F

Special Payroll Processing System (for Windows) (SPPSWIN) Bulletin SPPSWEB 08-2

DOJ Order 1200.1

3. BENEFITS AND ELIGIBILITY

a. **Available Benefit.** A student loan repayment may be made on all or part of an outstanding Federally insured student loan(s), excluding late fees, up to \$10,000 per calendar year. A total benefit of \$60,000 is allowed per employee. More than one loan may be repaid as long as it does not exceed the established limits.

The amount of the student loan repayment depends on the availability of local funds and the locality's anticipation or assessment of the employee's value and contribution to the Bureau. Each student loan repayment requires a written service agreement (see Section 6 and Attachment C-14), in which the newly appointed or current employee agrees to at least 36 months of Bureau employment. Thirty-six months is the minimum service agreement period for a loan repayment in any amount up to \$10,000 per year (up to a maximum loan repayment of \$30,000 for three years), and may not be prorated should the service agreement be unfulfilled.

The student loan repayment is limited to the outstanding indebtedness when the employee enters into a service agreement. Repayments may be made only on student loans that are not in default.

New employees must successfully complete Introduction to Correctional Techniques II, if applicable, prior to repayment of a student loan to the lender.

Candidates and employees being considered for the student loan repayment must provide written documentation (type of student loan, current balance, etc.) from the holder of the student loan.

Until such documentation is submitted for verification, the Bureau cannot authorize the student repayment. The candidate or employee is responsible for repaying any outstanding loan amounts not covered by the loan repayment schedule and for any applicable late fees.

Employees who receive student loan repayments and renegotiate the terms or conditions (e.g., repayment schedule) with the lender must notify and provide documentation to their local Human Resources office.

Receiving a student loan repayment does not constitute a right, promise, or entitlement for continued employment or, if applicable, non-competitive conversion to the competitive service.

Participation in the Student Loan Repayment Program will be made without regard to race, color, religion, sex, sexual orientation, national origin, age, physical disability, marital status, parental status, or membership in an employee organization.

The Student Loan Repayment Program may neither be used to recruit an individual from another Federal agency nor be used to retain an individual who may leave for another Federal agency.

A student loan chart is available as Attachment C-13.

b. **Criteria.** To be eligible for a student loan repayment, the candidate or employee must meet the following criteria:

- (1) The employee must occupy or be recruited for a position with education requirements, as established by the Office of Personnel Management (OPM) Qualification Standards.
- (2) The occupation must have a separation rate exceeding the national average separation rate for Bureau positions, as established by the Workforce Systems and Evaluation Section.
- (3) The difficulty in filling the position on a local level must be demonstrated.

The student loan repayment must be based on education that has been earned, not in progress, and that fulfills the minimum OPM qualification requirements for the occupation. Unrelated

education is not qualifying. Advanced degrees beyond the minimum education requirements may be considered on a case-by-case basis.

An employee who completes education while employed in a position without an education requirement will not be eligible for a student loan repayment until he/she obtains a position with an education requirement that meets the above criteria.

c. **Exceptions.** Exceptions to the above criteria may be made very rarely, as follows:

(1) If there is a need to employ individuals in occupations with no education requirements who possess unique experience, qualifications, and expertise necessary to the Bureau.

(2) For candidates or incumbents of education-required positions whose separation rates are not above the national separation rate but have extreme local recruitment or retention problems.

d. **Eligibility.** Eligible or prospective employees may be in either the competitive or excepted service (non-Schedule C) and have a full-time or part-time schedule. They include the following:

- Employees in permanent positions.
- Temporary employees serving on appointments that can be converted to term or permanent appointments (i.e., Career Experience).
- Term employees with at least three years left on their appointments.
- Employees serving on excepted appointments that can be converted to term, career, or career conditional appointments.

e. **Continuing Eligibility.** To remain eligible for the student loan repayment, the employee:

- Must maintain a performance evaluation of at least “Successful.”
- Remain in the education-required occupation for which the student loan repayment was approved.
- Comply with the Repayment Agreement’s conditions.

4. **TYPES OF STUDENT LOANS**

The following types of student loans are eligible for payment under this program:

- Subsidized Federal Stafford Loans, Unsubsidized Federal Stafford Loans, Direct Subsidized Stafford Loans, Direct Unsubsidized Stafford Loans.
- Federal Plus Loans, Direct Plus Loans.

- Federal Consolidation Loans, Direct Subsidized Consolidation Loans, Direct Unsubsidized Consolidation Loans.
- National Defense Student Loans (made before 7/1/72).
- National Direct Student Loans (made between 7/1/72 and 7/1/87).
- Perkins Loans (made after 7/1/87).
- Loans for Disadvantaged Students.
- Primary Care Loans.
- Nursing Student Loans.
- Health Professions Student Loans.
- Health Education Assistance Loans.

5. PAY ADMINISTRATION AND TAXES

Student loan repayments:

- Can be used in conjunction with other recruitment and retention incentives.
- Are not considered part of the employee's rate of basic pay for any other purpose.
- Are not subject to the aggregate limitation on pay.

6. SERVICE AGREEMENTS AND PAY-BACK REQUIREMENTS

Before a student loan repayment may be paid, the candidate or employee must sign a Student Loan Repayment Agreement (Attachment C-14) to complete a minimum of 36 months of employment with DOJ, beginning on the date of the first repayment. The maximum allowable amount for 36 months is \$30,000 (\$10,000 per calendar year).

For repayments beyond the 36 months, the employee must sign another Student Loan Repayment Agreement to complete a minimum of 12 months of employment with DOJ for each whole increment of \$10,000, not to exceed a total maximum repayment of \$60,000. Repayments less than \$10,000 (beyond the 36 months) will not necessitate another Student Loan Repayment Agreement.

The Repayment Agreement must reflect the student loan repayment's terms and conditions, including the amount of money authorized and the time frame covered. If more than one loan is being repaid, the service agreement must reflect the amounts (in dollars and cents) for each portion of the loans being paid for the calendar year.

An employee who fails to complete at least 36 months of DOJ service as the initial Repayment Agreement established or 12 months of DOJ service under a supplemental Repayment

Agreement is indebted to the Federal Government and must repay all student loan repayments received under the relevant agreement.

If an employee leaves the Bureau voluntarily or is separated involuntarily, no further loan repayments will be made under the Repayment Agreement's terms. If an employee moves to another DOJ component during the agreement's term, the employee will not be required to reimburse the Bureau for loan repayments already made.

Reimbursement is required for any of the following:

- Voluntary separation or transfer from DOJ for another Federal agency, unless the receiving Federal agency authorizes reimbursement to the Bureau in its service agreement.
- Voluntary separation from DOJ for reasons other than employment in another Federal agency.
- Involuntary separation due to performance or misconduct.

The Attorney General may waive the right of recovery of an employee's debt under 5 U.S.C. § 5514 in whole or in part if it is determined that recovery would be against equity and good conscience or against the public interest.

Amounts owed by an employee who fails to complete the period of employment established under a Repayment Agreement must be recovered from the employee in accordance with 5 U.S.C. § 5514 and 5 CFR, part 550, subpart K, the Program Statement **Financial Management – Debt Management**, and DOJ Order 2120.3B.

7. APPROVING OFFICIAL'S DETERMINATION ON REPAYING A STUDENT LOAN

Each student loan repayment must be based on a written case-by-case determination by the approving official that includes:

- a. An explanation of the difficulty the Bureau would face in filling a position with a highly-qualified candidate absent a student loan repayment; or retaining a highly-qualified employee, who would likely leave for employment outside the Federal service and such departure would impact activities or functions deemed essential to the agency.
- b. A description of the employee's high or unique qualifications or the special need for the employee's services, if applicable.

- c. The criteria used to determine the amount of repayment, the minimum repayment amount needed to ensure the acquisition or retention of the employee's services, and the term of the service agreement.
- d. An explanation of the extent to which other available recruitment or retention incentives were considered or offered.

The Chief Executive Officer must request each student loan repayment in writing through the Regional Director, who will approve or disapprove the request. If the request is approved, it is forwarded to the Staffing and Employee Relations section (SERS) for routing to the Bureau Personnel Director, and the Assistant Director over the discipline involved (Attachment C-12) for final approval.

The Bureau General Counsel, with concurrence from the Bureau Personnel Director, must approve student loan repayments for attorneys and law clerks.

The Chief Executive Officer, or designee, is responsible for initiating payment, upon approval, for the first three years of eligibility up to the accumulated sum of \$30,000. After the third year, the determination to extend the student loan repayment beyond the \$30,000 payment will require a request (Attachment C-12) and Repayment Agreement (Attachment C-14) from the servicing HR office that addresses all previous eligibility requirements. The Regional Director must approve a determination to continue or discontinue a student loan repayment and have it forwarded to the Human Resource Management Division, SERS, for concurrence by the Bureau Personnel Director. In the event the employee transfers to another BOP facility, the gaining location will be responsible for continuing payment.

For Regional Office positions, the above steps apply, with the request originating with the Regional Director and sent to SERS, which will forward the request to the Assistant Director of the discipline involved for concurrence and subsequently to the Bureau Personnel Director. For Central Office positions, the above steps apply, with the request originating with the Assistant Director and sent to the Bureau Personnel Director, as applicable.

For candidates recruited and offered a new appointment, approving officials must approve the student loan repayment before the employee enters on duty.

Records justifying student loan repayments must be maintained for three years following final approval.

8. CRITERIA FOR PAYMENT

The recommending and approving officials will consider the following factors, as applicable:

- The candidate's or employee's qualifications.
- Funds available for repayment.
- The success of recent efforts to recruit/retain candidates with qualifications similar to those the employee possesses.
- The availability in the labor market of candidates for employment who, with minimal training or disruption of mission accomplishment, can perform the duties and responsibilities of the employee's position.
- The relative advantages and disadvantages (both for the Bureau and the employee) of repaying student loans, as compared with other available recruitment or retention incentives.
- The need to maintain a balanced workforce in which women and members of racial and ethnic minority groups are appropriately represented.

9. NATIONAL FINANCE CENTER (NFC) REQUIREMENTS

Processing and Recordkeeping. Upon final approval of the Student Loan Repayment, the servicing HR office forwards the Student Loan Repayment and service agreement to the Consolidated Processing Unit to process and file in the employee's eOPF.

Employees receiving this benefit are responsible for submitting the lending institution's electronic funds transfer (EFT) routing number and loan account number to the HR office. Prior to this information being submitted to CPU, HR offices must verify the outstanding student loan balance and lending institution account number.

The effective date of payment will start the beginning date of the service agreement for the employee. The payment will be forwarded to the lending institution through EFT. Employees interested in having their student loan repayment disbursed annually, semi-annually, or quarterly to the lending institution should indicate their preference in the Repayment Agreement. The HR offices will be responsible for maintaining a tickler or other file record to monitor and submit subsequent payment requests to CPU for processing (e.g., quarterly, semi-annual, or annual).

The employee's Federal income tax withholding rate in effect at NFC will be applied if it is less than the 28% Federal tax rate. If not, the 28% Federal tax rate will be applied.

Annually, HR offices must verify outstanding loan account balances and determine the account is not in default.

10. DEPARTMENT OF JUSTICE REPORTING REQUIREMENTS

SERS must submit a DOJ-required annual student loan repayment report to DOJ. This documentation must be available for OPM review upon request and include sufficient information to clearly justify the student loan repayment.

Moreover, it must explain the criteria used to determine the need for repayment and describe the candidate's qualifications in sufficient detail. To justify the student loan repayment and to comply with DOJ reporting requirements, all requests must be in the format outlined in Attachment C-12.

Part 4. COMPENSATORY TIME

1. PURPOSE AND SCOPE

To establish policy for compensatory time.

Program Objectives. The expected result of this program is to ensure staff working overtime are properly compensated.

2. REFERENCES

DOJ Order 1200.1, Human Resources 5 U.S.C. 5543

5 CFR 550 and 551

5 CFR 532.504

Master Agreement

3. DEFINITIONS

Administrative Workweek. The administrative workweek for all employees begins Sunday at 12:00 a.m. and ends Saturday at 11:59 p.m.

Compensatory Time. Time off with pay in lieu of overtime pay for irregular or occasional overtime work.

Irregular and Occasional Overtime. Overtime work scheduled *during* the administrative workweek is considered irregular and occasional.

Regularly Scheduled Overtime. All overtime scheduled *prior* to the administrative workweek is considered to be regularly scheduled. Any employee, regardless of grade, must be paid for the overtime worked if it is scheduled prior to the start of the administrative workweek.

4. RESPONSIBILITIES

a. **Amount.** Compensatory time is computed at the rate of one hour of compensatory time for each hour of overtime worked.

b. Compensatory Time Off in Lieu of Overtime Pay

(1) The following employees may request and be granted compensatory time off equal to time spent in irregular or occasional overtime worked in lieu of overtime:

- General Schedule (GS) FLSA nonexempt.
- GS FLSA exempt employees below GS-12.
- GS-12 FLSA exempt employees whose rate does not exceed GS-10, step 10.
- Federal Wage System employees.

(2) GS-12 FLSA exempt employees whose pay exceeds GS-10, step 10 are required to take compensatory time off equal to time spent in irregular or occasional overtime worked in lieu of overtime pay.

c. **Waivers.** A waiver to the restriction on overtime pay for employees listed in 4b(2) above may be requested for work that is determined to be critical to the mission of the agency or performed in connection with an emergency situation. A memorandum justifying the request must be submitted from the Warden through the Regional Director to the Director for approval. The memorandum should be forwarded to the Classification and Compensation Section by the Regional Office.

d. **Time Limits on Use and Payment.** Compensatory time must be used by the end of the 26th pay period after the pay period during which it was earned. Utilizing sound judgment as to ongoing workforce needs in terms of program and operational requirements, managers and supervisors must make every effort to allow employees to use earned compensatory time.

(1) **FLSA Nonexempt Employees.** If compensatory time off is not taken within 26 pay periods after the pay period during which it was earned, or if the employee transfers or separates before using the compensatory time, the employee will be paid at the FLSA overtime rate in effect for the employee at the time the compensatory time was earned. Additionally, an employee will be paid if separated or placed in a leave without pay status to perform service in the uniformed services or because of an on-the-job injury with entitlement to injury compensation.

(2) **FLSA Exempt Employees.** If compensatory time off is not taken within 26 pay periods after the pay period during which it was earned, the employee will forfeit any unused compensatory time unless the failure to take the compensatory time off is due to an exigency of the service beyond the employee's control. An employee will be paid if separated or placed in a leave without pay status only if performing service in the uniformed services or because of an on-the-job injury with entitlement to injury compensation. Payment is made at the overtime rate in effect at the time the work was performed.

e. **Maximum Earnings Limitations.** Compensatory time is considered a form of premium pay and is subject to all applicable maximum earnings limitations. GS employees exempt from coverage under FLSA are subject to the biweekly earnings limitations in 5 CFR 550.105 and 550.107. The maximum earnings limitation does not apply to nonexempt GS employees or to FWS employees.

f. Management may not require eligible employees to earn compensatory time off instead of receiving payment for irregular or occasional overtime work. An employee may not directly or indirectly intimidate, threaten, or coerce; or attempt to intimidate, threaten, or coerce; any other employee for the purpose of interfering with such employee's rights to request or not to request compensatory time off in lieu of payment for overtime hours (5 CFR 551.531 and 550.114).

5. DOCUMENTATION

a. **Authorization for Compensatory Time.** The approving official will indicate in writing when compensatory time off (upon the employee's request), rather than overtime pay, is the authorized manner of compensation for officially ordered and approved irregular and occasional overtime worked.

b. Crediting and Use of Compensatory Time

(1) Compensatory time is to be credited and used in increments of quarter hours (15 minutes).

(2) Periods of irregular, unscheduled overtime work, no matter how small, will be accumulated daily and totaled by the timekeeper at the end of the workweek. Fractions of less than one-quarter hour will be rounded up or down to the nearest quarter hour.

(3) Employee requests to use earned compensatory time must be made in writing using an OPM Form 71 (Request for Leave or Approved Absence) or an acceptable substitute form of memorandum. The appropriate official must approve or deny the request. Denial of the request must be noted on the request form and include the official's signature and date the request was denied. Employees will not be coerced into using compensatory time in lieu of other types of leave.

(4) Appropriate entries must be made on the employee's Time and Attendance Report (T&A) to account for all compensatory time as it is earned and used.

(5) The HR office should submit requests for unused compensatory time payment to the Consolidated Processing Unit.

Part 5. **COMPENSATORY TIME OFF FOR TRAVEL**

1. **PURPOSE AND SCOPE**

To establish procedures for implementing compensatory time off for travel (CTOT).

Program Objectives. The expected result of this program is to ensure staff are appropriately credited with CTOT.

2. **REFERENCES**

5 U.S.C. 5550b

5 CFR Part 550, subpart N

OPM Compensation Memorandum 2005-03 DOJ HR Order 1200.1

Compensatory Time Off for Travel Guide, May 2012 Master Agreement

3. **DEFINITIONS**

Commuting Time. Time an employee spends in the normal home-to-work or work-to-home commute.

Compensatory Time Off for Travel. Credited hours while on travel, as allowed under the authority in 5 CFR 550, Subpart N.

Official Duty Station. The geographic area surrounding an employee's regular work site that is the same as the area designated by the employing component of the Department for the purpose of determining whether travel time is compensable for the purpose of determining overtime pay. For the BOP, the official duty station is defined as the geographic area surrounding the employee's worksite that falls within a 50-mile radius. An employee's travel is considered to be outside of the official duty station if it exceeds a 50-mile radius.

4. **OVERVIEW**

As a result of the Federal Workforce Flexibility Act of 2004, Public Law 108-411 (dated October 30, 2004), a new form of compensatory time for time spent in official travel status was implemented effective January 28, 2005. CTOT is an entitlement that had not previously existed.

This form of compensatory time off is for time spent by employees in a travel status away from the employee's official duty station when such time is not otherwise compensable. To qualify, the travel must be officially authorized (i.e., for work purposes and approved by an authorized agency official). Travel time must continue to be reviewed based on guidance in 5 CFR 550.112(g) and 551.422 to determine eligibility for overtime under these regulations. If there is no eligibility, then CTOT may be applicable.

5. RESPONSIBILITIES

a. **Scope.** The law specifically excludes members of the Senior Executive Service and those covered under Title 38.

b. **Creditable Travel Time.** Time in a travel status only includes the time an employee actually spends traveling outside of regular working hours, between the official duty station (or from home) and a temporary duty station or between two temporary duty stations, and the usual waiting time that precedes or interrupts such travel.

The "*usual waiting time*" at a transportation terminal is normally one hour for domestic travel, or two hours for international travel, and will be limited to those amounts unless otherwise specified by the carrier due to heightened security status, anticipated passenger levels, local travel conditions, passengers checking luggage, or other bona fide reasons.

If an employee experiences an *extended* (i.e., not usual) waiting time between actual periods of travel during which the employee is free to rest, sleep, or otherwise use the time for his/her own purposes, the extended waiting time that is outside the employee's regular working hours is not creditable.

6. PROCEDURES

a. **Approval Requirements.** Approval to earn this type of compensatory time is similar to other forms of approved compensatory time. It must be approved by the approving official on the Compensatory Time Off for Travel Request and Authorization Form, or a locally approved method.

b. **Internal Controls.** All approved requests to accrue CTOT will be filed in the employee's Time and Attendance File. An internal monitoring system must be established to ensure that all documentation is provided by the supervisor within 30 days from the employee's return from travel status.

c. **Crediting and Use of Compensatory Time Off.** Compensatory time off for travel will be earned and granted in terms of one-quarter-hour increments (15 minutes).

An employee must submit a Request for Leave or Approved Absence, OPM Form 71, to his/her supervisor to request the use of accrued compensatory time off.

All requests to accrue compensatory time off for travel must be made by the employee within 15 calendar days from the time he/she returns from travel status. The request must be approved by the supervisor in writing within 30 calendar days from the time the employee returns from travel status. A copy of the approved travel voucher must be attached to the request.

d. **Forfeiture.** An employee must use his/her accrued compensatory time off for travel by the end of the 26th pay period after the pay period during which it was earned or the employee must forfeit such compensatory time off, except in the following circumstances:

Unused compensatory time off for travel will be held in abeyance for an employee who separates or is placed in a leave without pay status, and later returns following (1) separation or leave without pay to perform service in the uniformed services and a return to service through the exercise of a reemployment right; or (2) separation or leave without pay due to an on-the-job injury with entitlement to injury compensation. The employee must use all of the compensatory time off for travel held in abeyance by the end of the 26th pay period following the pay period in which the employee returns to duty, or such compensatory time off for travel will be forfeited.

Any compensatory time earned at the time of separation (except as stated above), transfer to another agency, or upon movement to a non-covered position (e.g., a General Schedule position to an SES position) will be forfeited.

e. **Limitations.** Compensatory time off for travel is not considered in applying the biweekly or annual premium pay caps or the aggregate limitation on pay. There is no limit on the amount of compensatory time off for travel an employee may earn.

f. **Prohibition.** Payment for unused CTOT is prohibited. An employee or surviving beneficiary may not receive payment under any circumstances for any unused CTOT earned by the employee.

Part 6. **TITLE 38 PAY FOR PSYCHIATRISTS**

1. **PURPOSE AND SCOPE**

To establish policy for the implementation of the Bureau of Prisons' (BOP) use of delegated authority to pay psychiatrists under certain provisions of Title 38, United States Code (U.S.C.). This policy implements a "hybrid" pay plan that uses authorities under Titles 5 and 38, U.S.C. , as described in the Department of Justice (DOJ) Human Resources Instruction 001-2015, Use of Certain Personnel Authorities for Psychiatrists in the Bureau of Prisons.

This policy supplements and should be used in conjunction with the DOJ HR Instruction referenced above.

Program Objective. To recruit and retain highly qualified psychiatrists.

2. **REFERENCES**

- 3 U.S.C. 102
- 5 U.S.C., Chapters 51, 53, 55, 59, and 63
- 38 U.S.C., Chapter 74
- 5 CFR , Parts 511, 530, 531, and 536
- U.S. Office of Personnel Management Title 38 Delegation Agreement with Department of Justice, effective June 30, 2014
- Department of Justice Human Resources Instruction 001-2015
- Master Agreement

3. **DEFINITIONS**

a. **Annual Pay.** The rate of pay that is the sum of the General Schedule (GS) base pay rate and market pay supplement. Annual pay is basic pay for the purposes of computing civil service retirement benefits; lump sum annual leave payments; life insurance; Thrift Savings Plan; workers' compensation claims; severance pay; foreign area cost-of-living allowances and post differentials; danger pay; recruitment, relocation, and retention incentives; continuation of pay; and authorized advances in pay.

b. **Approving Official (AO).** An official with delegated approval authority for pay-setting determinations under this policy.

c. **Base Pay Rate.** The underlying GS pay rate for the physician occupying a position covered by this policy before any deductions and exclusive of additional pay of any kind.

d. **Compensation Panel.** A group comprised of at least three members, responsible for making recommendations to the AO for annual pay.

e. **Market Pay.** A component of annual pay intended to reflect the recruitment and retention needs for the specialty or assignment of a particular individual. Market pay is paid in lieu of locality pay and special rate supplements.

f. **Annual Pay Table.** A set of tiers for clinical specialties grouped together based on recruitment and retention considerations and comparable market area characteristics. The Department of Veterans Affairs identifies the covered clinical specialties and establishes the minimum and maximum amounts for each of the tiers within the established pay tables.

g. **Tier.** A level on the annual pay table that states the range of minimum and maximum pay rates. Each tier reflects different professional responsibilities, professional achievements, or administrative duties.

4. **COVERAGE AND EXCLUSIONS**

a. **Coverage.** This policy covers full-time and part-time psychiatrists who provide direct patient care services or services incident to patient care.

Part-time employees must have a tour of duty of at least 20 hours per pay period in order to be eligible.

b. **Exclusions.** This policy does not apply to employees who are:

- Occupying Senior Executive Service (SES), Senior Level (SL), or Scientific and Professional (ST) positions.
- Reemployed annuitants.
- Currently serving in the U. S. Public Health Service (PHS) Commissioned Corps.
- Serving in an internship or residency training program.

5. **RESPONSIBILITIES AND DELEGATION OF AUTHORITY**

a. **Director.** The authority to compensate employees using certain provisions under Title 38, Chapter 74, has been delegated to the Director, and subsequently redelegated to the Assistant Director, Human Resource Management Division (HRMD).

b. **Assistant Director, Human Resource Management Division.** The Assistant Director, HRMD, will:

- (1) Serve as the official responsible for the overall administration of the delegated authorities.
- (2) Serve as the approving official for exceptions to the maximum rate of an assigned tier for an individual or group. This authority may not be redelegated.

c. **Assistant Director, Health Services Division (HSD).** The Assistant Director, HSD, will:

- (1) Serve as, or designate, a Chairperson for the compensation panel and designate a minimum of two other members to serve on the panel.
- (2) Review and make recommendations to the Assistant Director, HRMD, for exceptions to the maximum rate of the assigned tier for an individual or group.
- (3) Make pay recommendations for positions at the headquarters level.

These responsibilities may be redelegated to the Medical Director, or equivalent level position.

d. **Personnel Director.** The Personnel Director is the approving official for all non-exception pay setting decisions for individuals authorized for payment under this policy. This authority may not be redelegated.

e. **Classification and Compensation Section (CCS).** CCS will develop procedures for and provide technical oversight and guidance in administering the BOP's use of this authority.

f. **Compensation Panel.** Compensation panels will be established in accordance with the DOJ HR Instruction. Individual market pay determinations must be made based on consideration of all established criteria.

g. **Human Resource Office (HRO).** Each local HRO will be responsible for gathering required documents and initiating requests for market pay utilizing the authorized forms. Upon approval, the HRO will initiate the appropriate personnel and/or payroll actions. In the case of employees moving to a location with a different servicing HRO, the gaining HRO is responsible for submitting requests and processing requests for personnel and payroll actions.

h. **Health Services Administrator (HSA).** Each HSA will work with the local HRO and assist with the collection of supporting documentation. The HSA will notify the HRO of any change in licensure, privileges, and/or board certification(s) that would warrant a review of market pay.

i. **Covered employees.** Employees eligible for market pay are responsible for timely submission of supporting documents required for determining market pay. Only information that can be verified will be considered. Current employees will be notified at least 90 days prior to a biennial market pay review. Employees are responsible for notifying their supervisor and/or HSA upon any change in licensure and/or board certification(s).

6. GENERAL INFORMATION

a. **Base Pay.** Each individual paid under this authority must receive a base pay rate from the GS pay system, as defined in 5 U.S.C. 5332.

(1) The maximum base pay rate for an employee covered by this plan is the base pay rate for a GS-15, step 10, exclusive of additional pay of any kind.

(2) The individual's market pay may not be reduced to offset base pay annual increases adjusted under 5 U.S.C. 5303.

b. **Market Pay.** Each individual covered by this plan must receive a market pay supplement.

(1) At least once every two years, the Secretary of Veterans Affairs (VA) prescribes nationwide minimum and maximum amounts of annual pay.

(2) When the nationwide minimum and/or maximum amounts are increased, individuals are not automatically entitled to a corresponding increase. Only individuals whose existing rates of annual pay fall below the newly prescribed minimum rates of pay for their prescribed pay range will automatically receive an increase in market pay to make their annual pay rate equivalent to the new nationwide minimum.

(3) In the event the nationwide minimum and/or maximum amount of annual pay are reduced, the downward adjustment may not cause a reduction in market pay while the individual is in the same position at the same location.

(4) There may be up to four tiers of annual pay for each specialty or assignment for which a separate range of pay has been approved by VA. Each tier reflects different professional responsibilities, professional achievements, or administrative duties.

7. COMPENSATION PANELS

a. Panels held for initial salary determinations must be comprised of a chairperson and at least two other members. Panels held for subsequent reviews will be comprised of the chairperson, at

least two other members, and a Union representative who will serve as an observer when bargaining unit employees are being assessed. At a minimum, two of the members must be currently licensed and practicing physicians.

(1) To the maximum extent practicable, the compensation panel will include physicians who do not hold positions at the facility and/or location that employs the physician whose market pay is subject to the panel's recommendations.

(2) Physicians may not be members of the compensation panel that makes recommendations about their personal market pay rates.

(3) Regardless of any other requirements, compensation panels must be established as to avoid conflicts of interest.

(4) Members of compensation panels must be full-time Government employees.

b. The compensation panel must:

(1) Recommend market pay amounts to the AO for individuals below the headquarters level, consistent with guidelines established by the BOP.

(2) Ensure recommendations for market pay are consistent and equitable based on the application of established guidelines.

(3) Ensure compliance with Merit System principles.

c. When determining the recommended market pay amounts, consideration must be given to the following:

(1) The level of experience in the specialty or assignment.

(2) The need for the specialty or assignment at the facility or location.

(3) Health care labor market for the specialty or assignment that covers the geographic area.

(4) Board certification(s).

(5) Prior experience as a BOP employee.

(6) Accomplishments in the specialty or assignment.

(7) Other unique circumstances as considered appropriate.

8. EXCEPTIONS TO THE MAXIMUM ANNUAL PAY RANGE

a. General

(1) The maximum amount of each tier will meet most pay and staffing needs; however, exceptions may be necessary. The Assistant Director, HRMD, may approve an exception to the maximum rate of a tier for an individual, specialty or assignment, or facility-specific basis, if failure to approve the exception would significantly impair the organization's ability to recruit or retain a well-qualified psychiatrist.

(2) The Assistant Director, HSD, will submit written requests for exceptions to the AO for approval.

(3) Exceptions to the maximum amount of the assigned tier are not required for an individual who will exceed the pay range due to:

- GS base rate increases under 5 U.S.C. 5303.
- Promotion increases under 5 U.S.C. 5334(b).
- Within-grade increases under 5 U.S.C. 5335.
- Quality step increases under 5 U.S.C. 5336.

b. **Criteria For Approval.** Each request for an exception to the maximum in the pay range for an individual, specialty or assignment, or facility-specific basis must demonstrate a higher maximum is necessary to maintain adequate staffing. Factors to include:

(a) Higher Maximum Rates:

- There is substantial evidence or anecdotal information indicating the maximum rates in the market area are higher than the maximum rate for the specialty or assignment. However, higher rates in the community may not be the sole basis for making a request for an exception to the maximum of the annual pay range.

- Employees are quitting for pay-related reasons and the potential exists for an adverse impact on the organization.

(b) Alternative Job Offers

- There is evidence indicating applicants and employees are being offered higher rates of pay for the same assignment or specialty in the labor market. Historical evidence indicates the quality of or a lack of candidates is unacceptable for the assignment or specialty. Documentation of specific recruitment efforts must be provided to support this factor.

(c) Other Criteria

- Evidence of any pay-related staffing problems that seriously hamper or have the potential to seriously hamper the ability to recruit and retain psychiatrists may be submitted.

- Individual Exception to the Maximum of the Annual Pay Range:

- The individual should have outstanding qualifications as a psychiatrist or possess a unique combination of education and experience, meeting a special need of the organization that may be project-specific or critical to the BOP mission.

- The exception request should include a narrative of what factors distinguish the individual when compared with other psychiatrists with like length of service and assignment; or a narrative of the rare combination of education and experience that the individual has and how it meets a special need of the organization or the mission of the BOP.

c. **Requesting Exceptions.** Requests for exceptions must include:

- The individual, assignment, or location for which the exception is requested.
- The amount of pay requested.
- The reasons for the request, including documentation specific to the criteria in 8b.
- Any other pertinent information.

9. PAY ADMINISTRATION

a. Personnel and pay actions (e.g., appointments, promotions, reassignments, and changes to lower grade) are accomplished through regulations set forth in 5 CFR parts 511, 530, and 531.

b. Setting base pay rates for promotions and demotions under this plan is in accordance with 5 U.S.C. 5334 and BOP supplemental guidance.

At least every two years, the market pay of each individual will be reviewed by the compensation panel. Each individual will be provided with a written notice of the results of the review, even if the review does not result in a pay adjustment. If an individual feels that not all

submitted documentation was considered during the review, a request for reconsideration may be made to the Personnel Director within five working days of receipt of the notice.

c. Market pay must be reviewed upon any change in position or assignment. This includes:

- Reassignment.
- Change to a lower grade.
- Promotion (excluding career ladder and temporary promotions).
- Significant change in privileges granted by the appropriate clinical authority.
- Change in relevant board certification(s).
- Change in full-time/part-time status.

d. The effective date for new pay determinations will be no earlier than the beginning of the next pay period after approval of the new rate. Pay setting actions may not be approved retroactively. However, depending on the circumstances, an administrative error (e.g., an incorrect amount was processed) may be corrected retroactively.

e. Setting pay for lateral moves (by transfer or reassignment) from one covered position to a different covered position without a break in service will result in the employee's base pay remaining at the step in effect before the move. The employee's market pay will be redetermined based on the new assignment. The market pay rate may or may not change depending upon the results of the review.

f. Market pay may not be reduced except upon:

- Change in the employee's assignment, including a change in duty station.
- Change in facility.
- Official reassignment to a different position in the same facility.
- Change in the employee's work schedule (i.e., change from full-time to part-time).
- Change in relevant board certification.
- Reduction in privileges executed by the appropriate clinical authority.

g. An individual may not receive annual pay above the applicable annual pay range except:

(1) Upon initial conversion to this pay plan when the individual's GS base rate, plus former locality rate or special rate, and physician's comparability allowance, exceeds the maximum rate of the applicable tier range.

(2) Upon movement from an SES position to a position covered under this plan when the employee would otherwise be eligible for saved pay under 5 U.S.C. 3594.

(3) When the individual receives a GS base pay increase as described in 8(a)(3), which causes the annual pay to exceed the maximum rate of the applicable tier range.

(4) When an exception has been approved by the Assistant Director, HRMD.

(5) Upon termination of a group exception, and an employee's annual pay exceeds the maximum tier range, and the employee did not change assignments simultaneously with the termination of the exception.

h. Individuals receiving pay that exceeds the maximum of the assigned tier will be eligible for full annual adjustments to GS base pay, promotion increases, within-grade increases, and quality step increases under the applicable provisions.

i. Foreign area cost-of-living allowance and post differentials authorized under 5 U.S.C. 5924 and 5925, respectively, and danger pay allowances authorized under 5 U.S.C. 5928, must be computed as a percentage of the individual's annual pay.

j. Non-foreign area cost-of-living allowances under 5 U.S.C. 5941(a)(1) will be computed as a percentage of base pay only.

k. Individuals who receive market pay as a component of their annual pay are not eligible for:

(1) Physician's comparability allowances under 5 U.S.C. 5948.

(2) Premium pay under 5 U.S.C., chapter 55, subchapter V (e.g., overtime, night differential, compensatory time off, compensatory time off for travel).

(3) Grade or pay retention under 5 U.S.C., chapter 53, subchapter VI.

l. Except as provided under 5 U.S.C. 5307, the sum of all payments paid under this policy and authorized under 5 U.S.C., including base rates established by the GS and relocation incentives and awards, but excluding market pay, may not exceed the annual rate of basic pay for level I of the Executive Schedule as of the end of such calendar year.

m. In no case may the total amount of compensation (excluding expenses) paid under this policy in any year exceed the amount of annual compensation as specified in 3 U.S.C. 102.

10. RELATIONSHIP TO LEAVE UNDER TITLE 5

Individuals who receive pay under this authority continue to be covered by the leave provisions of Chapter 63 of Title 5.

11. CONVERSION FROM GS PAY PLAN

a. GS employees paid under this authority will be converted to pay plan GP. This pay plan will represent GS employees who are receiving a GS base rate and a market pay supplement.

b. An individual must not incur any loss in pay upon initial conversion from GS to GP. In determining the amount of market pay at the time of conversion, the AO must take into consideration the payments made under 5 U.S.C., to include the employee's:

- Physicians' comparability allowance.
- Premium pay he/she was receiving or would have received based on the current assignment.
- Locality payments.
- Special rate supplement.

c. The annual amount of the employee's GS base pay plus market pay may not be less than the minimum or more than the maximum rate of the applicable table and tier, unless a higher rate is necessary to maintain the employee's salary upon conversion. If the annual pay falls below the prescribed minimum for the designated tier, the individual will receive an increase in market pay up to the minimum for the tier.

12. MOVING OUT OF THE PLAN

a. When moving an employee out of the Pay for Psychiatrists plan to another pay system, the pay-setting rules of the gaining system will apply. For the purpose of applying those rules, the employee's final pay under this plan is determined based on the employee's permanent position of record, official worksite, and pay as of the day immediately before the date of movement out of the plan.

b. Upon movement to a lower-graded GS position not covered under this plan, an employee is not entitled to grade retention.

c. Upon movement by management action to a lower-graded GS position not covered by this plan, optional pay retention may be applied if the employee's rate of basic pay would otherwise be reduced by such action.

d. In applying the pay retention provisions at 5 CFR 536.304:

(1) If an employee's annual pay is less than or equal to the highest applicable rate range for the grade of the employee's new GS position (e.g., a locality or special rate range), the employee is entitled to the lowest rate of basic pay in such rate range that equals or exceeds his/her annual pay.

(2) If the employee's annual pay is greater than the maximum rate of the highest applicable rate range for the grade of the employee's new GS position, he/she is entitled to a retained rate equal to the annual pay (base pay plus market pay), not to exceed the lower of 150 percent of the maximum payable rate of basic pay for the highest applicable rate range or the rate for level IV of the Executive Schedule.

Attachment C-1. **Request For Approval of Appointment Above the Minimum Rate**

U.S. Department of Justice
Federal Bureau of Prisons

(Location)

(Date)

FROM: Chief, Staffing and Employee Relations Section (SERS)

SUBJECT: Request for Approval of Appointment Above the Minimum

Rate TO: Bureau Personnel Director

A. Candidate's Name (Last, First, Middle Initial)

B. Proposed Position Title, Pay Plan, Series, Grade, Step, Salary

C. Organizational Location and Official Duty Station

D. Hiring Authority

E. Justification for Above the Minimum Rate Recommendation

The justification must address the following factors:

1. Comparison of the candidate's existing salary, recent salary history, or job offer to the payable rates of basic pay in the same location.
2. Description of significant disparities between Federal and non-Federal salaries for the skills and experience required for the position.
3. Existing labor market conditions and employment trends, including the availability of candidates for the same or similar position.
4. The success of recent efforts to recruit and retain high quality candidates for similar positions.
5. Recent turnover in the same or similar position.
6. The importance of the position to be filled and the effect on the agency if it is not filled or if there is a delay in filling it.
7. The desirability of the geographic location, duties, and/or work environment associated with the position.
8. The reason for authorizing a higher than minimum rate instead of or in addition to a recruitment incentive.
9. Special or unique qualifications needed for the position.
10. Description of the superior qualifications and experience of the candidate, in sufficient detail to demonstrate that he/she is highly qualified for the position.
11. A statement indicating the candidate will only accept the position at the above the minimum rate (i.e., Grade/Step).

F. Required Attachments:

- Signed copy of application/resume and any other relevant documentation.
- Copy of SF-52, indicating date received in personnel office.
- Copy of Official Position Description and Cover Sheet
- Copy of OPM certificate and SF-39A or Merit Promotion Certificate and any Selective factors, if applicable.

- Copies of pay stub or written employment offer that are dated within the last 90 days.
- Copy of the Salary Table.

Candidate's Name:



G. *Certification:* I have reviewed the basis for the recommended appointment above the minimum rate and have assured myself that (1) no current employees will be adversely affected by the proposed action, (2) the candidate possesses high or unique qualifications that are markedly superior to those expected of a well-qualified candidate for the position to be filled, and (3) this authority is not being used to circumvent any other salary restriction of law, rule, or regulation.

Date

Deputy Personnel Director

H.R. Action:

Approved _____ Disapproved _____

Date

Bureau Personnel Director

Attachment C-2. **Above the Minimum Rate Checklist**

Instructions: Mark an “X” in the appropriate space for each question cited below. If any item is answered **NO**, the request does not conform with applicable guidelines and should **not** be approved.

Applicant: _____ Position/Salary: _____ Facility: _____ Date: _____			
	Yes	No	N/A
Does the request clearly define the candidate’s superior qualifications for the position?			
Does the signed application document the candidate’s superior qualifications as indicated in the justification?			
Does the request substantiate the reasons for the proposed salary amount?			
Does the request speak to the recruitment efforts that were taken to fill the position, other candidates considered, and compare the proposed candidates’ qualifications to others considered for this position?			
Does the request cite the legal appointing authority that will be used to appoint the proposed candidate?			
Does the request indicate the special rate salary table number?			
If the request is based on a competing job offer, does the offer letter clearly offer current employment?			
Does salary requirement indicate an amount that exceeds the base salary of the grade?			
Does the request clearly explain the reason for requesting an advanced hiring rate instead of, or in addition to, a recruitment bonus?			
This is the employee’s initial appointment or he/she has a break in service of 90 days.			
Does the request include a copy of:			
Application/resume			

SF-52, indicating the date received in the Human Resources office and is unsigned by the Human Resources Manager.			
Official Position Description with Cover Sheet.			
OPM Certificate of Eligibles and SF-39.			
Merit Promotion Certificate.			
Recent Earnings Statement.			
Written Employment Offer.			
Salary Table.			
NOTES:			
Certified by: _____, Human Resources Manager (print name and sign)			
Date sent to Central Office, SERS:			

Attachment C-3. **Recruitment Incentive Memorandum**

U.S. Department of Justice
Federal Bureau of Prisons

(Location)
(Date)

MEMORANDUM FOR (NAME), BUREAU PERSONNEL DIRECTOR
FEDERAL BUREAU OF PRISONS

FROM: CEO

SUBJECT: Recruitment Incentive

A recruitment incentive is requested for (insert name). This request is submitted with Regional Director (insert name)'s concurrence. Local funds are available.

Below is information on the employee:

Last 4 numbers of
SSN: Position:
Grade, Series and
step: Salary:
Salary Table:
EOD:
Location:
Above the Minimum Rate (AMR) offered: (insert yes or no)
Amount: (enter a whole dollar amount not to exceed 25% of employee's

salary) The following narrative is provided concerning this request:

1. The availability and quality of candidates possessing the knowledge, skills, and abilities required for the position:
2. The success of recent efforts to recruit high quality candidates for similar positions (including indicators such as offer acceptance rates, proportion of positions filled, and the length of time required to fill similar positions):
3. Salaries typically paid (higher amount, equivalent amount, etc.) outside the Federal Government:
4. Recent turnover in similar positions (if any):
5. Employment trends and labor market factors that may affect the ability of the Bureau to recruit high quality candidates for similar positions now or in the future:

6. Special or unique qualifications needed for the position:

7. The Bureau's efforts to use non-pay authorities (i.e., special training, work scheduling flexibilities) to resolve difficulties alone or in combination with a recruitment incentive:

8. The desirability of the duties; work or organization environment; or geographic location of the position:

9. The qualifications of the candidate, in sufficient detail to demonstrate that he/she is highly qualified for the position:

10. The recruitment incentive amount for (insert name of employee) has been checked with other salary payments, and the employee's pay does not exceed the aggregate annual compensation received in the calendar year, as established under 5 CFR 530.201 and 575.109.

11. If the applicant had prior Federal Government experience, the dates of the most recent service are as follows:

12. The amount offered can not exceed 25 percent of basic pay (includes locality). The recruitment incentive will be paid in a lump sum payment and is not included as part of basic pay.

Amount offered: \$ _____ Percentage of Pay: _____ %
(Not to Exceed 25% of basic pay)



Action:

Approve _____ Disapprove _____

- _____ (insert Name), Bureau Personnel Director

_ Date

Attachment C-4. **Request for Relocation Incentive for Institution**

U.S. Department of Justice
Federal Bureau of Prisons

(Location)
(Date)

MEMORANDUM FOR ASSISTANT DIRECTOR, HRMD

THROUGH: Regional

Director FROM: Warden

SUBJECT: Request for Relocation Incentive for (location)

I am requesting your approval to include the above-listed facility as an institution eligible for payment of a relocation incentive for the position of (position/grade/series), in the amount of (insert amount).

Currently, a waiver dated May 31, 2007, allows relocation incentives to be offered for hard-to-fill locations and hard-to-fill positions as determined by the Director.

(Provide a justification for the request. Emphasize recruitment efforts.)

In consideration of the above information, and with the extreme need at the identified location, I am requesting that this facility be approved as a location for a relocation incentive for the listed position. The costs associated with this initiative will be provided locally.

Thank you for your consideration in this matter.

Attachment C-5. **Relocation Incentive Memorandum**

U.S. Department of Justice
Federal Bureau of Prisons

(Location)
(Date)

MEMORANDUM FOR (NAME), ASSISTANT DIRECTOR
HUMAN RESOURCE MANAGEMENT DIVISION

FROM: Regional Director

SUBJECT: Relocation Incentive

A relocation incentive is requested for (insert name). Local funds are available. The employee has a performance rating of record.

Below is information on the employee:

Last 4 numbers of
SSN: Position:
Grade, Series, and
step: EOD at new
location: Salary:
Salary Table:
Current
Location: New
Location:
Amount: (enter a whole dollar amount not to exceed 25% of employee's salary)

The following narrative is provided concerning this request:

1. The availability and quality of candidates possessing the qualifications for the position:
2. The success of recent efforts to recruit high quality candidates for similar positions:
3. Salaries typically paid (higher amount, equivalent amount, etc.) outside the Federal Government:

4. Recent turnover in similar positions (if any):

5. Employment trends and labor market factors that may affect the ability to recruit high quality candidates for similar positions:

6. Special or unique qualifications needed for the position:

7. The Bureau's efforts to use non-pay authorities (i.e., special training, work scheduling flexibilities) to help resolve difficulties alone or in combination with a relocation incentive:

8. The desirability of the duties; work or organization environment; or geographic location of the position:

9. The qualifications of the candidate, in sufficient detail to demonstrate that he/she is highly qualified for the position:

10. The relocation incentive amount for (insert name of employee) has been checked with other salary payments, and the employee's pay does not exceed the aggregate annual compensation received in the calendar year as established under 5 CFR 530.201 and 575.109.

11. The worksite of the employee's new position is not in the same geographic area as the worksite of the position held immediately before the move, and the employee must establish a residence in the new geographic area before a relocation incentive is paid (5 CFR 575.206).

12. The amount offered cannot exceed 25 percent of basic pay (includes locality). The relocation incentive will be paid in a lump sum payment and is not included as part of basic pay. A relocation incentive must be approved prior to entering on duty.

Amount offered: \$_____ Percentage of Pay: _____%
 (Not to Exceed 25% of basic pay)



Action:
 Approve _____ Disapprove _____

 (insert Name), Assistant Director
 Date Human Resource Management Division

Attachment C-6. **Retention Incentive Request**

U.S. Department of Justice
Federal Bureau of Prisons

(Location)
(Date)

MEMORANDUM FOR (NAME), BUREAU PERSONNEL

DIRECTOR FROM: CEO

SUBJECT: Retention Incentive

A(n) (insert “initial” or “continuation of a”) retention incentive is requested for (insert name), a Bureau of Prisons employee. This request is submitted with Regional Director (insert name)’s concurrence.

The employee has completed _____ years or _____ months of BOP service and has a _____ performance rating of record. Local funds are available.

Below is information on the employee:

Last 4 numbers of SSN:

Position:

Grade, Series, and step:

Salary:

Salary Table:

EOD:

Location:

Percentage: (enter a whole percentage, no dollar value)

(Example: a 25% retention incentive that results in \$15,572.75 will be rounded to the nearest dollar (\$15,573) by NFC. This will result in an amount above 25%, which violates policy. In this case, the retention incentive should be requested for 24%, which results in \$14,949.84 (it will be rounded to \$14,950 by NFC). Only whole percentage amounts can be used, *not* fractions of a percentage (i.e., 24.82%).

The following narrative is provided concerning this request:

1. The success of recent efforts to recruit candidates and retain employees with qualifications similar to those the employee possesses or for positions similar to the employee's position:
2. Special or unique qualifications needed for the position:
3. The qualifications of the candidate, in sufficient detail to demonstrate that the candidate possesses high or unique qualifications or meets a special need of the agency:
4. Employment trends and labor market factors such as the availability of candidates for employment who, with minimal training or disruption of services to the public, can perform the full range of duties and responsibilities assigned to the employee's position:
5. The Bureau's efforts to use non-pay authorities (i.e., special training, work scheduling flexibilities) to help retain the employee instead of or in addition to a retention incentive:
6. The desirability of the duties, work or organizational environment, or geographical location of the position.
7. Salaries typically paid (i.e., higher amount) outside the Federal Government *and* employee's current base salary (including locality):
8. Extent to which the employee's departure would affect the Bureau's ability to carry out an activity or perform a function deemed essential to the Bureau's mission:
9. The employee is likely to leave his/her current position in the absence of a retention incentive.
10. The retention incentive amount for (insert name of employee) has been checked with other salary payments, and the employee's pay does not exceed the aggregate annual compensation received in the calendar year as established under 5 CFR 530.201 and 575.309.

Include the following statements in *all* retention incentive requests:

11. The retention incentive will be paid on a biweekly basis in the employee's current salary because other payment methods would reduce the employee's biweekly salary. The retention incentive will be reviewed and submitted for recertification annually in writing. The retention incentive will be reduced or terminated whenever conditions in 5 CFR 575.311(g)(3) apply and terminated whenever the conditions in 5 CFR 575.311(g)(4) apply.

Amount offered: \$_____ Percentage of Pay: _____%
(Not to Exceed 25% of basic pay)

Action:

Approve _____ Disapprove _____

(insert Name), Bureau Personnel Director
Date Human Resource Management Division

Attachment C-7. **Recruitment Incentives**

Amount	Up to 25% of basic pay. Paid as lump-sum.
Eligibility	Newly appointed employee (first Government appointment or appointment after 90-day break in service) in a position that would be difficult to fill with a high quality candidate. Employees occupying a time-limited or non-permanent appointment in the competitive or excepted service are exempt from the 90-day break in service requirement when accepting the first permanent appointment.
Appointment	A recruitment incentive may be paid only to an employee who is appointed without time limit.
Service Agreement	Twenty-four months or a shorter period of time, at the Director's discretion. Repayment on pro rata basis if unfulfilled.
Approvals	Case-by-case basis with written documentation.
Approval Levels:	
General Schedule (except Attorneys)	Request in writing by the position's CEO to the Staffing and Employee Relations Section, Central Office. Approved by the Bureau Personnel Director.
Medical Positions	Request in writing by the position's CEO to the Staffing and Employee Relations Section, Central Office. Approved by the Bureau Personnel Director.
Attorney	Deputy Attorney General or designee, through the Office of Attorney Personnel Management.
SES, Executive Schedule, Senior Level, Presidential Appointees	Deputy Attorney General or designee, through the Assistant Attorney General for Administration.
Reports	Bureau of Prisons submits annual report to DOJ Director, Personnel Staff; DOJ Personnel Staff submits annual report to OPM.

Attachment C-8. **Relocation Incentives**

Amount	25 % of basic pay. Paid as lump-sum.
Eligibility	Current Bureau of Prisons employee who must relocate to accept a position in a hard-to-fill location. Must have a rating of record of successful or above.
Service Agreement	Twenty-four months. The length of the service agreement can be shorter at the Director's discretion. Repayment on pro rata basis if unfulfilled due to circumstances within the employee's control.
Approvals	Case-by-case basis with written documentation. Hard-to-fill positions at hard-to-fill locations must be requested and approved by the Director prior to selection. Upon approval of the position/location, the relocation incentive for the individual must be approved by the Assistant Director, HRMD, who has been delegated the approving authority by the Director.
Approval Levels:	
General Schedule (Except Attorneys)	Request in writing by the Regional Director. Approved by the Assistant Director, HRMD.
Attorney	The Bureau of Prisons General Counsel will submit to the Assistant Director, HRMD (who will confer with the Director prior to final approval).
SES, Executive Schedule, Senior Level, Presidential Appointees	Deputy Attorney General or designee, through the Assistant Attorney General for Administration.
Reports	Bureau of Prisons submits an annual report to DOJ Director, Personnel Staff; DOJ Personnel Staff submits annual report to OPM.

Attachment C-9. **Retention Incentives**

Amount	Up to 25% of basic pay. Paid every pay period.
Eligibility	Current employee with unusually high or unique qualifications who will leave the Federal service for employment outside of the Executive, Legislative, and Judicial branches of Government. Employee's appointment must be two years or longer. Must have a performance rating of record of successful or above.
Service Agreement	None.
Approvals	Case-by-case basis with written documentation. Must be reviewed and approved by the Bureau Personnel Director. Must be recertified annually by the Bureau Personnel Director.
Approval Levels:	
General Schedule (except Attorneys)	Request forwarded to the Staffing and Employee Relations Section. Final approval by the Bureau Personnel Director.
Medical Positions	Request forwarded to the Staffing and Employee Relations Section. Final approval by the Bureau Personnel Director.
Attorney	Deputy Attorney General or designee, through Assistant Attorney General for Administration.
SES, Executive Schedule, Senior Level, Presidential Appointees	Deputy Attorney General or designee, through Assistant Attorney General for Administration.
Reports	Bureau of Prisons submits annual report to DOJ Director, Personnel Staff; DOJ Personnel Staff submits report to OPM.

Attachment C-10. Bureau of Prisons Recruitment Service Agreement

In consideration of a recruitment incentive in the amount of \$_____, I (insert employee's name) agree to remain in the service of the Bureau of Prisons for a minimum period of 24 months. This 24 month minimum service period will begin (insert date – first day of pay period) and end (insert date – last day of pay period). The beginning of the service date for the agreement must be the beginning date of service with the Bureau of Prisons.

I enter into this agreement with the understanding that:

- The recruitment incentive will be paid as an initial lump sum payment upon commencement of the service period.
- Credit towards the completion of the service agreement will include periods of time spent on a detail, in a nonpay status, or in paid leave status.

If I am subject to any of the following actions, the service agreement will be terminated by the Bureau of Prisons:

- Demotion or separation for cause (i.e., unacceptable performance or conduct).
- Do not maintain a fully successful job performance rating.
- Otherwise fail to fulfill the terms of the service agreement.

If the Bureau of Prisons must terminate the service agreement for any of the above reasons, the following would apply:

1. I am entitled to keep the pro-rated portion of the recruitment incentive attributable to the completed portion of the service agreement.
2. I must repay any excess recruitment incentive amount paid for the uncompleted service.
3. If I fail to repay the excess amount, the amount will be recovered in accordance with regulations for collection by offset from an indebted Government employee under 5 U.S.C. 5514 and 5 CFR part 550, subpart K, or through the provisions governing Federal Debt collection if you are no longer a Federal employee.
4. In accordance with 5 CFR 575.111 (c), I understand the termination of a service agreement is not grievable or appealable.

Attachment C-11. Bureau of Prisons Relocation Service Agreement

In consideration of a relocation incentive in the amount of \$_____, I (insert employee's name) agree to remain in service at (insert new location), for a minimum period of 24 months. This 24 month minimum service period will begin (insert date – first day of pay period) and end (insert date – last day of pay period).

I enter into this agreement with the understanding that:

- The relocation incentive will be paid as an initial lump sum payment upon commencement of the service period.
- Credit towards the completion of the service agreement will include periods of time spent on a detail, in a nonpay status, or in paid leave status.

If I am subject to any of the following actions, the service agreement will be terminated by the Bureau of Prisons:

- Demotion or separation for cause (i.e., unacceptable performance or conduct).
- Do not maintain a fully successful job performance rating.
- Otherwise fail to fulfill the terms of the service agreement.

If the Bureau of Prisons must terminate the service agreement for any of the above reasons, the following would apply:

1. I am entitled to keep the pro-rated portion of the relocation incentive attributable to the completed portion of the service agreement.
2. I must repay any excess relocation incentive amount paid for the uncompleted service.
3. If I fail to repay the excess amount, the amount will be recovered in accordance with regulations for collection by offset from an indebted Government employee under 5 U.S.C. 5514 and 5 CFR part 550, subpart K, or through the provisions governing Federal Debt collection if you are no longer a Federal employee.
4. In accordance with 5 CFR 575.211 (c), I understand the termination of a service agreement is not grievable or appealable.

Attachment C-12. **Student Loan Repayment Memorandum**

U.S. Department of Justice
Federal Bureau of Prisons

(Location)
(Date)

MEMORANDUM FOR (NAME), BUREAU PERSONNEL DIRECTOR
HUMAN RESOURCE MANAGEMENT DIVISION

THROUGH: Regional or Assistant

Director FROM: CEO

SUBJECT: Student Loan Repayment

A student loan repayment is requested for (insert name), (indicate a new or a current) Bureau of Prisons employee. This is (insert an initial or a continuation) request for a student loan repayment. Local funding is available.

Below is information on the employee:

Last 4 numbers of
SSN: Position:
Grade, Series, and
step: Salary:
EOD:
Location:
Total
amount:

The following brief narrative is provided concerning this request.

1. An explanation of the difficulty the Bureau would face in the absence of loan repayment in filling the position with a highly qualified employee, or retaining a highly qualified employee, including applicable indicators/areas such as:

- The success of efforts to recruit/retain high quality candidates in similar positions.

- Offer acceptance rates.
- The proportion of positions filled.
- The length of time required to fill the position.
- The vacancy rate.

2. Evidence of local difficulty in recruiting or retaining staff in this position, including the separation rate for the discipline in comparison to the nationwide separation rate for the agency.

3. A description of the employee's high or unique qualifications or the special need for the employee's services, as it relates to the position.

4. The criteria used to determine the amount of repayment.

5. An explanation of the extent to which other available recruitment or retention incentives were considered or offered.

Recommended Action: Approved _____ Disapproved _____

Date: _____ Signature: (insert name), Assistant Director, (insert discipline)

Action: Approved _____ Disapproved _____

Date: _____ Signature _____ (insert name),
Bureau Personnel Director

If approved:

Amount Offered: \$ _____ per year for _____ year(s).

Attachment C-13. **Student Loan Repayment**

Amount	Up to \$10,000 per calendar year for the first three years of repayment (up to a maximum amount of \$30,000). Subsequent amounts up to \$10,000, not to exceed a maximum amount of \$60,000. As requested by the employee, amounts paid annually, semi-annually, or quarterly to the lender.
Eligibility	<p>Candidates offered employment and current Bureau of Prisons employees who will/currently occupy positions as:</p> <ul style="list-style-type: none"> ■ Permanent employees. ■ Temporary employees serving on appointments that can be converted to term or permanent appointments. ■ Term employees with at least three years left on their appointment. ■ Employees serving on excepted appointments that can be converted to term, career, or career conditional appointments (i.e., Career Intern, VRA).
Service Agreement	Thirty-six months. For payments beyond 36 months (i.e., \$30,000), an additional 12 months of service will be required for each whole increment of \$10,000 paid.
Approvals	Case-by-case basis with written documentation. The Bureau Personnel Director, has been delegated general approving authority by the Director with the Assistant Director over the discipline.
Approval Levels:	
General Schedule and Wage Grade (Except Attorneys)	Request in writing by the Regional or Assistant Director. Approved by the Bureau Personnel Director, and the Assistant Director over the discipline.
Attorney	The Bureau of Prisons General Counsel will submit to the Bureau Personnel Director, for conference and final approval.
Schedule C of the Excepted Service	Ineligible.
Reports	Bureau of Prisons submits an annual report to DOJ Director, Personnel Staff.

Attachment C-14. **Federal Bureau of Prisons Student Loan Repayment Agreement**

In consideration of the repayment of my outstanding Federally-insured student loan balance as described below, I (insert employee's name) agree to remain in the service of the Bureau of Prisons for a period of (insert term of 36 months or 12 months for supplemental agreements), beginning on the date that the repayment is made. The loan(s) subject to this agreement is not/are not in default.

I enter into this agreement with the understanding that:

1. The loan repayment schedule will be as follows: the Bureau of Prisons will repay \$ (insert _____ dollar amount) in outstanding Federally-insured student loans directly to (insert name of an _____ source) in (amount and payment frequency – e.g., one repayment of \$10,000 in calendar year _____ 2010, one repayment of \$10,000 in calendar year 2011, and one repayment of \$10,000 in _____ calendar year 2012).

2. Appropriate tax withholding will be made at the time of each payment.

3. I am responsible for any applicable taxes on repaid amounts.

4. I am responsible for the repayment of any outstanding loan amounts not covered by the loan repayment schedule, and for any applicable late fees.

5. If I am a new employee, I must successfully complete Introduction to Correctional Techniques prior to a student loan repayment being made to the lender.

6. I will lose eligibility for continued loan repayment benefits if:

- I separate from the Bureau.
- The loan goes into default.
- I do not maintain a fully successful job performance level, as reflected in my most recent performance rating.
- I depart from the education-required occupation for which the student loan was approved, if applicable.
- I violate any of the conditions of this agreement.

7. I agree to reimburse the Government for any repaid amounts if I do not complete this period of service due to:

- Voluntary departure from the Department of Justice.

- Voluntary separation or transfer from the Department of Justice to enter service in another Federal agency.
- Involuntary separation on account of misconduct or performance.

8. I request the student loan repayment to the lending institution be disbursed in one of the following methods:

- ____ Annually.
- ____ Semi-Annually.
- ____ Quarterly.

In addition, I understand that:

1. I may request a waiver of any required reimbursement to the Government.
2. I must notify the local Human Resources Office and provide documentation if I renegotiate the terms or conditions (e.g., payment schedule, amount paid) of my student loan with the lender.
3. This agreement in no way constitutes a right, promise, or entitlement for continued employment or, if applicable, non-competitive conversion to the competitive service.
4. Payments beyond the initial service agreement will require a supplemental service agreement.

Signature/Date

Witness (HR representative):

Signature/Title/Date

Note: This agreement should be filed in the OPF.