



U.S. Chemical Safety and Hazard Investigation Board

SUBJECT: RECRUITMENT BONUSES

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1. **PURPOSE.** This order establishes general policies and procedures for the administration of recruitment bonuses at the United States Chemical Safety and Hazard Investigation Board (CSB).
2. **REFERENCES.** This policy is intended to implement 5 U.S.C. sections 5753 and 5 C.F.R. section 575.101 et seq.
3. **SCOPE.** The provisions of this order apply to all current or newly appointed CSB employees serving under an appointment without time limitation in the positions below:
 - a. Positions in the General Schedule paid under 5 U.S.C. section 5332;
 - b. Senior-level, scientific or professional positions; and
 - c. Senior Executive Service (SES) positions except those considered noncareer appointee positions as defined in 5 U.S.C. § 3132(a).
4. **POLICY.**
 - a. **Recruitment bonuses.** The CSB is authorized to pay a lump sum recruitment bonus of up to 25 percent of annual basic pay to a newly appointed employee or an individual to whom a written offer of employment has been made, provided the CSB has determined that, in the absence of such a bonus, it would have difficulty filling the position with a high quality candidate. Recruitment bonus determinations shall be made before the employee actually enters on duty.
 - b. Each determination for a bonus/allowance will be made on a case-by-case basis, unless a blanket agreement has been approved by the Chairperson or Board Member delegated personnel authority under Board Order 003 for paying recruitment/relocation bonuses. With Office of Personnel Management (OPM) approval, the Chairperson or Board Member delegated personnel authority under Board Order 003 may request exceptions to case-by-case determinations.
5. **DEFINITIONS.**

Commuting area means the geographic area that normally is considered one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities where people live and reasonably can be expected to travel daily back and forth to work. A fuller definition of **commuting area** for purposes of this policy is contained at 5 C.F.R. section 575.203.

Employee means--

- (a) An employee of the CSB who is newly appointed; or
- (b) An individual not yet employed who has received a written offer to be newly appointed and has signed a written service agreement in accordance with this policy prior to payment of a recruitment bonus.

Involuntarily separated refers to a separation initiated by the CSB against the employee's will and without his or her consent for reasons other than cause on charges of misconduct or delinquency. An involuntary separation includes a separation resulting from the employee's actual inability to do the work following genuine efforts to do so, but does not include a separation under 5 CFR section 752 or an equivalent procedure for reasons that involve culpable wrongdoing on the part of the employee. In addition, when an employee is separated because he or she declines to accept reassignment outside his or her commuting area, the separation is involuntary if the employee's position description or other written agreement does not provide for such reassignment. However, an employee's separation is not involuntary if, after such a written mobility agreement is added, the employee accepts one reassignment outside his or her commuting area, but subsequently declines another such reassignment.

Newly appointed refers to--

(a) The first appointment, regardless of tenure, as an employee of the Federal Government; or

(b) An appointment as an employee of the Federal Government following a break in service of at least 90 days from the candidate's last period of Federal employment, other than--

(1) Employment under the Student Educational Employment Program under 5 C.F.R. section 213.3202;

(2) Employment as a law clerk trainee under 5 C.F.R. section 213.3102(e) of this chapter;

(3) Employment while a student during school vacations under a short-term temporary appointing authority;

(4) Employment under a provisional appointment designated under 5 C.F.R. section 316.403 if the new appointment is permanent and immediately follows the provisional appointment;

or

(5) Employment under a temporary appointment that is neither full-time nor the principal employment of the candidate.

Rate of basic pay means the rate of pay fixed by law or administrative action for the position to which the employee is or will be newly appointed before deductions and including any special rate under 5 CFR part 530, subpart C, or similar payment under other legal authority, and any locality based-comparability payment, but excluding additional pay of any other kind.

Service agreement means a written agreement between the CSB and a newly appointed employee under which the employee agrees to a specified period of employment with the CSB in return for payment of a recruitment bonus.

Maximum payment means a lump sum payment of up to 25% of basic pay as defined above.

6. **RECRUITMENT BONUS PLAN.**

- a. **Approval authority.** The Chairperson or Board Member delegated personnel authority under CSB Order 003 is hereby authorized to review and approve payment of recruitment bonuses. When necessary to make a timely offer of employment, the Chairperson or Board Member delegated personnel authority under CSB Order 003 may establish criteria in advance based on identification of qualifications typically possessed by high quality candidates for a specific position or other similar positions and authorize Office Directors to offer a recruitment bonus (in an amount within a pre-established range) to any high quality candidate without further review or approval.
- b. **Criteria for payment.** Each bonus paid under this subpart shall be based on a written determination that, in the absence of such a bonus, the CSB would encounter difficulty in filling the position. Such a determination shall be made before the employee actually enters on duty in the position for which he or she was recruited. The CSB may target groups of positions that have been difficult to fill in the past or that may be difficult to fill in the future and may make the required written determination to offer a recruitment bonus on a group basis.

In determining whether a recruitment bonus should be paid and in determining the amount of any such payment, the CSB shall consider the following factors, as applicable in the case at hand:

- The success of recent efforts to recruit candidates for similar positions, including indicators such as offer acceptance rates, the proportion of positions filled, and the length of time required to fill similar positions;
- Recent turnover in similar positions;
- Labor-market factors that may affect the ability of the CSB to recruit candidates for similar positions now or in the future;
- Special qualifications needed for the position; and
- The practicality of using the superior qualifications appointment authority provided by 5 U.S.C. section 5333 and 5 C.F.R. section 531.203(b) alone or in combination with a recruitment bonus.

- c. **Payment of Recruitment Bonus.** Prior to payment of any recruitment bonus, the employee must enter into a service agreement in the form attached to this order as Appendix B. The minimum period of employment to be established under a service agreement for a recruitment bonus shall be 12 months, but cannot exceed 4 years. The employee must maintain a rating of record of "Fully Successful" or higher throughout the period of the service agreement. A recruitment bonus shall be calculated as a percentage of the employee's annual rate of basic pay (not to exceed 25 percent) and paid as a lump sum. A recruitment bonus shall not be considered a part of an employee's rate of basic pay for any purpose.

The CSB may not authorize a recruitment incentive that exceeds the aggregate limitation on pay under 5 CFR part 530, subpart B.

- d. **Repayment of a recruitment bonus.**

- 1) Except as provided in paragraph 4 of this section, an employee who fails to complete the period of employment established under a service agreement, or whose rating of record falls below “Fully Successful” during the period established under the service agreement, shall be indebted to the Federal Government and shall repay the recruitment bonus on a pro rata basis. The amount to be repaid shall be determined by providing credit for each full month of employment completed by the employee at the appropriate performance level under the service agreement.
- 2) Failure to complete the period of employment established under a service agreement occurs when the employee's service with the CSB terminates before the employee completes the period of employment specified in the service agreement, or when the employee receives a rating of record less than “Fully Successful.”
- 3) Amounts owed by an employee under paragraph 1 of this section shall be recovered from the employee under the agency's regulations for collection by offset from an indebted Government employee under 5 U.S.C. section 5514 and 5 C.F.R. section 550.
- 4) Paragraph 1 of this section does not apply when an employee fails to complete a period of employment established under a service agreement because the employee is involuntarily separated.
- 5) A right of recovery of an employee's debt under 5 U.S.C. section 5514 may be waived in whole or in part by the Chairperson or Board Member delegated personnel authority under CSB Order 003 if he or she determines that recovery would be against equity and good conscience or against the public interest.

e. **Higher level review and approval.**

- 1) Except as provided in paragraph 2 of this section, each determination to pay a recruitment bonus, including the amount of such bonus, shall be reviewed and approved by an official of the CSB who is at a higher level than the official who made the initial recommendation, unless there is no official at a higher level in the CSB.
- 2) When necessary to make a timely offer of employment, a higher level official may establish criteria for offering recruitment bonuses in advance and authorize the recommending official to offer a recruitment bonus (in any amount within a pre-established range) to any candidate without further review or approval.

7. **RESPONSIBILITIES.**

- a. **Office Directors.** Make or review written recommendations for recruitment bonuses. If the action is determined to be warranted, forward the action with appropriate recommendation.
- b. **Immediate Supervisors.** Make written recommendations for recruitment bonuses.

- c. **Candidate.** For recruitment bonuses, completes the service agreement included as Appendix B to this order and provides it to the appropriate office director or supervisor.
8. **RECORDS & REPORTS.** The CSB shall keep a record of each determination required in connection with a recruitment bonus. The Chairperson or a designee is responsible for timely preparing a report to OPM on the use of bonuses/allowances the previous fiscal year as a part of the CSB's regular submission to OPM's Central Personnel Data File.
9. **REVIEW & UPDATE.** At least once per year, the Human Resources Director will meet with the Director of Financial Operations and the Chairperson to review expenditures under this order. The Human Resources Director will be responsible for reviewing this policy annually to determine if there are any required changes. The Human Resources Director will provide a brief report (one page maximum) to the Chairperson no later than November 1st of each fiscal year setting forth any proposed revisions.

UNITED STATES CHEMICAL SAFETY AND HAZARD INVESTIGATION BOARD

April 24, 2000; Amended, October 25, 2007.

APPENDIX A

CRITERIA FOR PAYMENT OF BONUS RECOMMENDATIONS --- Each bonus paid shall be based on a written determination that in the absence of the bonus, the CSB would encounter difficulty in filling the position with a high quality candidate. In determining whether a bonus should be paid and the amount of the payment, consider the factors below and address those that are applicable in Item 5 on the form on the next page. The recommending official is responsible for completing this form and submitting it to the appropriate officials for review, along with the SF-52 (request for personnel action). (Bonuses cannot exceed 25% of basic pay.)

Recruitment Bonuses

- a. The success of recent efforts to recruit high quality candidates for similar positions, including indicators such as offer acceptance rates, the proportion of positions filled, and the length of time required to fill similar positions.
- b. Recent turnover in similar positions.
- c. Labor market factors that may affect the ability of the CSB to recruit high quality internal or external candidates for similar positions now or in the future (may include factors as salary ranges of comparable positions, scarcity of skills, emerging technology, etc.).
- d. Special qualifications needed for the position.
- e. For recruitment bonuses, the practicality of using the superior qualifications appointment alone or in combination with a recruitment bonus.
- f. Funding availability.
- g. Attractiveness of the duty station in such terms as remoteness, cost of living, community amenities, etc.
- h. Urgency to fill the position.

RECOMMENDATION AND APPROVAL OF RECRUITMENT BONUS

1. Name of Employee/Candidate:_____

2. a. Current: Title, Pay Plan, Grade, Step, Salary:_____

b. Proposed: Title, Pay Plan, Grade, Step, Salary:_____

3. a. Current Organization:_____

b. Proposed Organization:_____

4. Amount or Percentage of Basic Pay Recommended: (check one)

// **Recruitment Bonus** (\$ or %)_____

5. Justification (Attach memo or additional page.)

Signature of Immediate Supervisor (If applicable)

Date

Signature of Office Director

Date

// Approve // Disapprove

Signature of Chairperson or Board Member Delegated personnel Authority under Board Order
003

Date

APPENDIX B

United States Chemical Safety and Hazard Investigation Board Recruitment Bonus Service Agreement

I, _____, hereby agree to remain in the United States Chemical Safety and Hazard Investigation Board for the time period beginning _____ and ending on _____ following the appointment to (specify position, title, grade, series, and location)

_____, unless I am separated for reasons beyond my control and which are acceptable to the CSB. I agree to maintain a rating of record of "Fully Successful" during this time period. The amount of the recruitment bonus I will be receiving under this agreement is \$_____. I agree that if I do not remain in the CSB for the above specified period with a rating of record of "Fully Successful," I will repay to the CSB the recruitment bonus on a pro rata basis. I understand that under such circumstances, these monies are recoverable from me as a debt due to the United States.

Employee's Signature

Date