

U.S. Army Corps of Engineers (USACE)  
**RECRUITMENT OR RELOCATION INCENTIVES SERVICE AGREEMENT**

The proponent agency is CEHR-E.

**SECTION I - AUTHORITY**

Chapter 57, subchapter IV, of Title 5, United States Code (U.S.C.), and part 575 of Title 5, Code of Federal Regulations (CFR), establish the conditions for, and authorize the payment of, recruitment, relocation, and retention incentives to Federal Employees. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service.

**SECTION II - AGREEMENT**

1. Subject to the conditions stated in this document, the \_\_\_\_\_<sup>1</sup>, U.S. Army Corps of Engineers, agrees to pay a \_\_\_\_\_<sup>2</sup> in the amount of \_\_\_\_\_<sup>3</sup>.

2. Employee (*Last, First, MI*)

3. Position (*Pay Plan/Series/Level*)

4. Title

**SECTION III - PERIOD OF SERVICE**

1. Length of Service Period<sup>4</sup>

2. Begin Date<sup>5</sup>

3. End Date<sup>6</sup>

4. Additional Terms or Conditions<sup>7</sup>

<sup>1</sup> MSC Division, District, Laboratory, etc. authorizing student loan repayments.

<sup>2</sup> Incentive type (*recruitment or relocation*).

<sup>3</sup> Total amount of monies authorized as the incentive.

<sup>4</sup> Minimum is six (6) months (0.50 years) / maximum four (4) years.

<sup>5</sup> First day of the first full pay period in the service period.

<sup>6</sup> Last day of the last full pay period in the service period.

<sup>7</sup> For example - *The employee must successfully complete a specified probationary period or specified training period before the service period commences, or USACE will have no obligation to pay any portion of the incentive; [required when USACE delays commencement of required service until after completing an initial period of formal training or required probationary period]; or, establish a residence in the new geographic area before any payment is made under this agreement.*

**SECTION IV - INCENTIVE CALCULATION**

Recruitment and/or relocation incentives may be authorized for up to 25 percent of an employee's annual rate of basic pay at the start of the service period. This calculation, which includes locality or special rate pay, is multiplied by the number of years (including fractions of a year) in the service period, not to exceed four (4) years. For enhanced incentives pursuant to an OPM waiver, reference 5 CFR 575.109(c)(1) for recruitment incentives and 5 CFR 575.209(c)(1) for relocation incentives. For items 1-4 of this section: Record the percentage of the incentive authorized, amount of annual basic pay for the employee, duration of service period, and total amount of the incentive authorized. For item 5, record the dates and corresponding monies authorized as a scheduled payment, if applicable.

1. Incentive Percentage	2. Annual Basic Pay	3. Length of Service Period	4. Total Authorized
5. Payment Schedule			
a. Date  Amount	b. Date  Amount	c. Date  Amount	
d. Date  Amount	e. Date  Amount	f. Date  Amount	

**SECTION V - CREDITABLE TIME**

Authorized management officials will determine how periods of time on detail in a paid leave or non-pay status are creditable towards completion of the service period. The originally projected service completion date must be extended by the total amount of such time that is not creditable. As provided by 5 CFR 353.107, absence because of uniformed service or compensable injury is considered creditable toward the required service period upon reemployment.

**SECTION VI - TERMINATION**

This agreement must be terminated if the employee is demoted or separated for cause, receives a rating of record of less than "Fully Successful" or equivalent or otherwise fails to fulfill the terms of this service agreement.

When this agreement is terminated on the grounds described above, the employee is entitled to retain incentive payments previously paid which are attributable to the completed portions of the service period. However, if the employee received incentive payments which are less than the amount attributable to the completed portion of the service period, the U.S. Army Corps of Engineers is not obligated to pay any additional amounts attributable to the completed service. The employee must repay excess amounts of monies if incentive payments were received in excess of the amount that would be attributable to the completed portion of the service period.

This agreement may be terminated by an authorized management official before the employee completes the agreed-upon service based solely on the management needs of the U.S. Army Corps of Engineers. Such instances may include when the employee's position is affected by a reduction in force, when there are insufficient funds to continue the planned incentive payments or when USACE assigns the employee to a position outside the coverage of this agreement. If the agreement is terminated based solely on a management need, the employee is entitled to retain all incentive payments already received which are attributable to the completed service. The employee is also entitled to receive any additional incentive payments attributable to completed service. A decision to terminate the service agreement may not be grieved or appealed.

**SECTION VII - SIGNATURE OF AGREEMENT**

1. Employee's Name	2. Date	3. Employee's Signature
4. Approving Official's Name	5. Date	6. Approving Official's Signature

*This information is subject to the Privacy Act of 1974, as amended. Part 575 of Title 5, Code of Federal Regulations, requires the use of a service agreement to support employer payments of recruitment or relocation incentives. Providing information and signing this agreement is voluntary, but failure to provide the requested information or to sign this agreement will preclude the authorization of such payments on your behalf. If will not, however, affect your being appointed to a position offered by the U.S. Army Corps of Engineers. The use of the information involved with this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resources staff and equal employment opportunity staffs to make payments and ensure equitable treatment. There are no additional uses that may be made of the information collected.*