



UNITED STATES MARINE CORPS
COMMAND ELEMENT
II MARINE EXPEDITIONARY FORCE
PSC BOX 20080
CAMP LEJEUNE, NC 28542-0080

IIMEFO 12531.1

G-1

APR 23 2012

II MARINE EXPEDITIONARY FORCE ORDER 12531.1

From: Commanding General

To: Distribution List

Subj: RECRUITMENT, RELOCATION AND RETENTION INCENTIVES FOR
CIVIL SERVICE EMPLOYEES

Ref: (a) 5 CFR, Part 575
(b) 5 CFR, Part 531.212

Encl: (1) Superior Qualifications and Special Needs Procedures
(2) Superior Qualifications Checklist
(3) Recruitment Incentive Agreement Sample
(4) Relocation Incentive Agreement Sample
(5) Retention Incentive Agreement Sample

1. Situation. In an effort to furnish incentives towards the recruitment and retention of civil service employees, reference (a) mandates a uniform incentive plan be established across an organization prior to paying an incentive.

2. Mission. To establish a Command policy, in compliance with references (a) and (b), that will govern the distribution of various approved incentives to be paid to qualifying individuals being recruited or assigned to civil service positions within II MEF.

3. Execution

a. Commander's Intent. In order to comply with the requirements of the references and enclosures, the Commander will ensure the effective utilization of dedicated resources when setting the compensation rate for civil service employees.

b. II Marine Expeditionary Force (II MEF) Major Subordinate Commands/Elements (MSCs/MSEs) are not expected nor required to issue an implementation Order to augment this policy except for Command-unique applications and requirements.

4. Administration and Logistics

a. Monitoring. Reference (a) requires Commands to monitor incentive programs to ensure that recruitment, relocation and retention incentives are consistent with the requirements and criteria established under current regulations. The II MEF, G-1, Civilian Manpower Office will monitor and review all incentives to be paid.

b. Written Documentation. For each determination to pay an incentive, Commands must document the following in writing:

(1) Recruitment Incentive Documentation

(a) Difficulty to fill as determined by 5 CFR 575.106;

(b) The basis for authorizing a recruitment incentive;

(c) The basis for the amount and timing of the approved recruitment incentive payment and the length of the required service period;

(2) Relocation Incentive Documentation

(a) Difficulty to fill as determined by 5 CFR 575.206;

(b) The basis for authorizing a relocation incentive for an employee;

(c) The basis for the amount and timing of the approved recruitment incentive payment and the length of the required service period;

(d) The worksite of the employee's new position is not in the same geographical area as the worksite of the position held immediately before the move (or that a waiver was approved under 5 CFR 525.205(b);

(3) Retention Incentive Documentation

(a) The basis for determining that the unusually high or unique qualifications of the employee or a special need of the Command for the employee's services makes it essential to retain the employee;

(b) The basis for determining that the employee would be likely to leave the Federal service in the absence of a retention incentive;

(c) The basis for establishing the amount and timing of the approved retention incentive payment and the length of required service required.

(4) Superior Qualifications Documentation. The Command must document all of the following for each determination to use the superior qualifications and special needs pay-setting authority sufficiently to allow reconstruction of the action taken in each case:

(a) The superior qualifications of the candidate or the special Command's need of the candidate's services which justifies the higher than minimum rate;

(b) The explanation of the factor(s) and supporting documentation which were used to justify the rate at which the employee's pay is set. The written documentation must explain how the factor(s) directly related to the rate approved; and

(c) The reason for authorizing a higher than minimum rate instead of, or in addition to, a recruitment incentive. Commands must consider the possibility of authorizing a recruitment incentive prior to determining whether to use the superior qualifications and special needs pay-setting authority and the level at which the employee's payable rate of basic pay should be set.

c. Service Agreement Requirements

(1) Before authorizing an incentive payment, the Command must require the employee to sign a written service agreement to complete a specified period of employment with the Command. The service period may not be less than six months and may not exceed four years.

(2) All service agreements must include:

(a) The commencement and termination dates of the required service period. The required service period must begin upon the commencement of service with the Command on the first day of a pay period and terminate on the last day of a pay period.

(b) The conditions under which the Command must terminate the service agreement and the conditions under which the employee must repay the recruitment relocation and/or retention incentive.

(c) The total amount of the incentive, the method of paying the incentive and the timing and amount of each incentive payment as established in reference (a).

(3) Service agreements may include any other terms or conditions that, if violated, will result in termination of the service agreement. For example, the service agreement may specify the employee's work schedule, type of position and the duties he or she is expected to perform.

(4) Retention Incentive. A written service agreement is not required if the Command pays the incentive in biweekly installments, and sets each biweekly installment payment at the full retention incentive percentage rate established for the employee under 5 CFR 575.309(a).

(5) Service Agreement Delays

(a) The Command may delay a service agreement commencement date until after the employee completes an initial period of formal training or required probationary period when continued employment of the position is contingent on successful completion of the formal training or probationary period.

(b) The agency must make the determination to pay an incentive before the employee enters on duty in the position. However, the service agreement must specify that if an employee does not successfully complete the training or probationary period before the service period commences, the agency is not obligated to pay any portion of the recruitment incentive to the employee.

(6) Termination of Service Agreement

(a) A Command may unilaterally terminate an established incentive service agreement based solely on the management needs of the Command.

(b) Commands will terminate a service agreement if an employee is demoted or separated for cause (i.e., for unacceptable performance or conduct), if the employee receives a rating of record of less than "Acceptable" or equivalent, or if the employee otherwise fails to fulfill the terms of the service agreement.

(c) Command must terminate a retention incentive service agreement when conditions change such as the original determination to pay the retention no longer applies. For example, the employee is assigned to a different position that is not within the terms of the service agreement or when payment is no longer warranted after considering factors such as:

- Whether a retention incentive is needed to retain the employee;
- Whether labor-market factors make it reasonably likely to recruit a candidate with competencies similar to those possessed by the employee; or
- Whether the Command's need for the services of the employee has been reduced to a level that makes it unnecessary to continue paying a retention incentive.

d. Setting Pay

(1) Application of earned rate and/or highest previous rate in setting pay under this Order may not consider pay received by an employee under a demonstration project, pay banding or locality pay.

(2) Salary and wage rates will be selected as follows:

(a) New Appointment. A new appointment is made at the first step of the grade and applicable pay rate table to which the employee is appointed. Appointment of individuals above Step 1 will only be recommended when compelling reasons exist based on qualifications and factors identified within the enclosures.

(b) Reinstatement. The pay of a former Federal employee who is reemployed after a break in service is fixed at the first step of the grade and applicable pay rate table in which reemployed. However, if the person's separation from Federal service was a result of a reduction in force or transfer of function action, the pay will be fixed at a step rate which preserves, insofar as possible, the employee's last earned rate. If the last earned rate falls between two steps of the grade, the higher step will be selected.

(c) Transfer and Change of Appointing Office. When an employee enters on duty without a break in service from another Federal activity, pay will be fixed in the new position

at the highest rate which does not exceed the person's last earned rate immediately preceding the transfer.

(d) Change to Lower Grade. The pay of an employee who requests a change to lower grade for personal reasons will be fixed in the lower grade which, if re-promoted to the employee's former grade, would result in selection of the former step rate by application of normal rules governing promotions. Application for formal trainee positions, the target grade which is the same or higher than the employee's present grade, is not considered "at the employee's request for personal reason."

(e) Re-promotion. The pay of an employee re-promoted to the same grade from which demoted, or an intervening grade, will not be set higher than the rate prescribed for a regular promotion.

(3) Exceptions are authorized as follows:

(a) Selective Placement. An employee who accepts a lower grade position as a selective placement action due to medical reasons is entitled to have their pay set under the retained pay provisions of current regulations.

(b) Retained Grade/Pay. In a position change action affecting an employee under retained grade/pay the provisions of the references apply.

(c) Highest Previous Rate. Pay may be set under the highest previous rate rule if the reemployment of a former Federal employee is being reemployed into a severe shortage category position. A severe shortage of candidates is evidenced by the inability to attract sufficient qualified candidates to fill current vacancies despite extensive recruiting efforts. Application of this rule in setting pay must be recommended by the employing Commander and approved by the Director, Centralized Human Resource Office, Camp Lejeune, prior to the person's entrance on duty. Application of the highest previous rate rule retroactively is prohibited.

(d) Superior Qualifications. Application of this pay setting authority will be rare. Extensive justification and documentation is required for each case wherein this authorization is exercised. The enclosures shall be utilized to document and recommend a superior qualification rating to the approving official by Commands.

e. Records and Reports

(1) A record of each determination to pay an incentive shall be forwarded to the II MEF, G-1, Civilian Manpower Office (CMO) for review and retention in accordance with current regulations.

(2) The II MEF, G-1, CMO will submit a report to the Office of Personnel Management (OPM) by the 31st of March each year, recording the following:

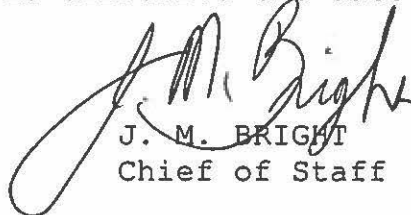
(a) A description of how the authority to pay a recruitment, relocation and retention incentives were used by II MEF during the previous calendar year;

(b) The number and dollar amount of recruitment incentives paid during the previous calendar year by occupational series and grade, pay level or other pay classification;

5. Command and Signal

a. Command. This Order is applicable to II MEF Commands. Organizational Commanders will ensure managers and supervisors are thoroughly familiar with the content of this Order.

b. Signal. This Order is effective the date signed.


J. M. BRIGHT
Chief of Staff

DISTRIBUTION: A, B

Copy to: Dir, Centralized Human Resource, Camp Lejeune

Superior Qualifications and Special Needs Procedures

1. Definitions

a. Superior Qualifications. The individual brings unusually high, unique or superior qualifications, and/or is particularly suited to the position in comparison with other qualified individuals.

b. Special Needs. A documented need of the Command for a specific set of skills and/or expertise and recruitment has met with limited success. An individual who is singularly suited to a unique departmental function; one who has special though not necessarily superior qualifications that meets the need of a position or a documented area of chronic labor shortage.

c. Chronic Labor Shortage. An economic condition in which there are insufficient qualified candidates or contracting agencies to fill a required position within a given geographical area.

2. Eligibility

a. Superior qualifications appointments may be made at a rate above the minimum rate of the appropriate General Schedule (GS) grade under authority of 5 U.S.C. 5333. The superior qualifications and special needs pay-setting authority may be used for:

(1) A first appointment (regardless of tenure) as a civilian employee of the Federal Government; or

(2) A reappointment that is considered a new appointment under 5 U.S.C. 5333 when the employee has had a break in service of at least 90 days from the last period of civilian employment with the Federal Government because it meets the conditions, except as provided below:

(a) Employment is under a time-limited appointment in the competitive or excepted service;

(b) Employment is under an appointment as an expert or consultant under 5 U.S.C. 3109 and 5 CFR part 304;

(c) Employment is under a provisional appointment designated under 5 CFR 316.403;

Enclosure (1)

(d) Employment is under a non-permanent appointment (excluding a Schedule C appointment under 5 CFR part 213 in the competitive or excepted service; or

(e) Employment is under the Student Career Experience Program under 5 CFR 213.3202(b).

b. A command may request to set the payable rate of basic pay of a newly appointed employee above the minimum rate of the grade under this section if the candidate meets one of the following criteria:

(1) The candidate has superior qualifications based on the level, type, or quality of the candidate's skills or competencies demonstrated or obtained through experience and/or education, the quality of the candidate's accomplishments compared to others in the field, or other factors that support a superior qualifications determination. The candidate's skills, competencies, experience, education, and/or accomplishments must be relevant to the requirements of the position to be filled. These qualities must be significantly higher than that needed to be minimally required for the position and/or be of a more specialized quality compared to other candidates; or

(2) The candidate fills a special need of the command. A command may determine that a candidate fills a special need if the type, level, or quality of skills and competencies or other qualities and experiences possessed by the candidate are relevant to the requirements of the position and are essential to accomplishing an important mission, goal, or program activity.

3. Criteria

a. In documenting superior qualifications appointments, the written justification must address such factors as:

(1) The level, type, or quality of the candidate's skills or competencies;

(2) The candidate's existing salary, recent salary history, or salary documented in a competing job offer (taking into account the location where the salary was or would be earned and comparing the salary to payable rates of basic pay in the same location);

Enclosure (1)

(3) Significant disparities between Federal and non-Federal salaries for the skills and competencies required in the position to be filled;

(4) Existing labor market conditions and employment trends, including the availability and quality of candidates for the same or similar positions;

(5) The success of recent efforts to recruit candidates for the same or similar positions;

(6) Recent turnover in the same or similar positions;

(7) The importance/criticality of the position to be filled and the effect on the command if it is not filled or if there is a delay in filling it;

(8) The desirability of the geographic location, duties, and/or work environment associated with the position;

(9) The workforce needs as it relates to the command's mission.

b. In determining whether to use the superior qualifications and special pay-setting authority and the level at which the employee's payable rate of basic pay should be set, commands must first consider the possibility of authorizing a recruitment incentive.

4. Recordkeeping and Reporting

a. To ensure compliance with current regulations and the MEF's ability to reconstruct superior qualifications determinations, copies of all documentation included with the recommendation must be maintained in accordance with the current edition of SECNAVINST 5212.5 (DoN Disposition Manual). A copy of all requests shall be forwarded to the II MEF G-1 Civilian Manpower Office for retention.

b. Commands must document all of the following for each determination to use the superior qualifications and special needs pay-setting authority sufficient to allow reconstruction of the action taken in each case:

(1) The written justification supporting a higher than minimum rate;

Enclosure (1)

(2) An explanation of the factor(s) and supporting documentation under paragraph 3 of this enclosure which was used to justify the rate at which the employee's pay is set. The written documentation must explain how the factors directly relate to the rate approved; and

(3) The reasons for authorizing a higher than minimum rate instead of or in addition to a recruitment incentive.

5. Responsibilities. The Director of the Centralized Human Resource Office (CHRO), Marine Corps Installations East, Camp Lejeune, NC, has oversight and managerial responsibility for the following:

a. Superior qualifications appointments;

b. Ensuring that II MEF's use of superior qualifications appointments conforms to the requirements established in 5 CFR 531.203(b).

6. Recommending Official. The supervisor or manager making the selection is the recommending official and is responsible for doing the following:

a. Seeking guidance from II MEF, G-1, CMO prior to initiating a request.

b. Preparing written recommendation with appropriate supporting documentation, justifying the request for superior qualifications appointment; and

c. Submitting the request for superior qualification appointment to the first level General Officer via the chain of command for consideration once a selection is made.

7. Approval Authority. The Commanding General, II MEF is the approval authority.

Enclosure (1)

SUPERIOR QUALIFICATIONS APPOINTMENTS CHECKLIST

Name: _____ Grade/Step Request: _____

Position: _____

APPOINTMENT:

1. Is the individual a new appointee? ☐ YES ☐ NO
2. Is the individual reappointed? ☐ YES ☐ NO
3. If the individual has been reappointed, has there been a break in service of at least 90 days? If not, refer to reference (b) for exceptions. ☐ YES ☐ NO

QUALIFICATIONS:

4. Does the memorandum clearly support and justify an appointment above the minimum based on superior qualifications or a special need? ☐ YES ☐ NO

Note: In making this determination the following factors must be considered:

_____ The candidate's qualifications are demonstrably superior to what would be expected of a well qualified candidate.

_____ The candidate has a unique combination of education and experience that meets the needs of the department.

_____ The knowledge, skills, and competencies needed for the position or project are scarce.

_____ The difficulty in recruiting qualified individuals for the position.

_____ The recent turnover in similar positions.

_____ Labor market factors that affect the ability to recruit qualified internal or external candidates.

_____ The individual's existing compensation with the Federal salary and benefits to be offered.

IS INFORMATION ON THE EXISTING PAY/SALARY HISTORY ADDRESSED:

____ **YES** ____ **NO**

Income:

____ Salary

____ Fringe Benefits

____ Bonuses

____ Forfeited Income

____ Bona Fide Offers

____ Average Salary for Occupation (within the geographical area)

____ Rationale for setting pay at a higher rate than that needed to match existing pay

Recommending Official
Rank, Name, Title

Signature/date

Reviewing Official
Rank, Name, Title

Signature/date

Enclosure (2)

Recruitment Incentive Agreement Sample

Employee: BROWN, NICKEL T.	
Position: CHEMIST	Pay Plan/Series/Grade: GS-1320-14
Duty Station: MCB, CAMP LEJEUNE, NC	Organization: II Marine Expeditionary Force
Employee's required service period (not less than 6 months and may not exceed 4 years): Commencement date: 13 March 2011 Termination Date: 12 March 2014	
Amount of Incentive (percentage of salary): \$ 16,939 (20%)	
Method and timing of payments: Lump sum payment of \$10,000 on 16 Sep 2011; Two annual installments 2012 (\$3,470) & 2013 (\$3,469)	

In return for the payment of the recruitment incentive specified above, I agree to accept the terms and conditions specified below:

1. I understand that the II Marine Expeditionary Force (II MEF) may terminate the recruitment incentive service agreement based solely on the management needs of the II MEF. This may be due to a reduction-in-force or when there are insufficient funds to continue the planned incentive payments, or if I am assigned to a different position (if the different position is not within the terms of the service agreement). If the recruitment incentive service agreement is terminated for the reasons listed above, I am entitled to retain recruitment incentive payments previously paid by II MEF that are attributable to the completed portion of the service period. I also understand that if I received recruitment incentive payments in excess of the amount that would be attributable to the completed portion of service period, I will be indebted to II MEF and must repay the excess amount.

2. I understand that the agency must terminate the recruitment incentive service agreement if in the performance of my duties in this position I am rated less than "Fully Successful" or equivalent during this period, demoted or separated for cause, or otherwise fail to fulfill the terms of the service agreement. If the recruitment incentive service agreement is terminated for the reasons listed above, I am entitled to retain all recruitment incentive payments that are attributable to completed service but I must repay any portion of the incentive attributable to uncompleted service. If I received less than the amount that would be attributable to the completed portion of the service period, II MEF is not obligated to pay the amount attributable to completed service. I also understand that if I received recruitment incentive payments in excess of the amount that would be attributable to the completed portion of service period, I will be indebted to the United States Marine Corps and must repay the excess amount.

3. I understand that termination of a service agreement is not appealable and/or does not allow a grievance to be initiated.

Nickel T. Brown

11 Feb 2011

EMPLOYEE'S SIGNATURE

DATE

J. P. MORGAN, LTCOL

11 Feb 2011

MANAGER'S SIGNATURE

DATE

K. C. EAGLE, COL, AC/S G-1, II MEF

4 Mar 2011

AUTHORIZED AGENCY OFFICIAL SIGNATURE

DATE

Enclosure (3)

Relocation Incentive Agreement Sample

Employee: PENNY, SILVER	
Position: Health Physicist	Pay Plan/Series/Grade: GS-1306-13
Duty Station: MCB, CAMP LEJEUNE, NC	Organization: II Marine Expeditionary Force
Employee's required service period (not less than 6 months and may not exceed 4 years): Commencement date: 13 Mar 2011 Termination Date: 12 Mar 2014	
Amount of Incentive (percentage of salary): \$ 17,918 (25%)	
Method and timing of payments: Lump sum payment \$17,918 on 1 Apr 2011	

In return for the payment of the relocation incentive specified above, I agree to accept the terms and conditions specified below:

1. I understand that the II Marine Expeditionary Force (II MEF) may terminate the relocation incentive service agreement based solely on the management needs of the agency. This may be due to a reduction-in-force or when there are insufficient funds to continue the planned incentive payments, or if I am assigned to a different position (if the different position is not within the terms of the service agreement). If the relocation incentive service agreement is terminated for the reasons listed above, I am entitled to retain relocation incentive payments previously paid by II MEF that are attributable to the completed portion of the service period. I also understand that if I received relocation incentive payments in excess of the amount that would be attributable to the completed portion of service period, I will be indebted to II MEF and must repay the excess amount.

2. I understand that II MEF must terminate the relocation incentive service agreement if in the performance of my duties in this position I am rated less than "Fully Successful" or equivalent during this period, demoted or separated for cause, or otherwise fail to fulfill the terms of the service agreement. If the relocation incentive service agreement is terminated for the reasons listed above, I am entitled to retain all relocation incentive payments that are attributable to completed service but I must repay any portion of the incentive attributable to uncompleted service. If I received less than the amount that would be attributable to the completed portion of the service period, the agency is not obligated to pay the amount attributable to completed service. I also understand that if I received relocation incentive payments in excess of the amount that would be attributable to the completed portion of service period, I will be indebted to II MEF and must repay the excess amount.

3. I understand that termination of a service agreement is not appealable and/or does not allow a grievance to be initiated.

Silver Penny

11 Feb 2011

EMPLOYEE'S SIGNATURE

DATE

J. K. Kerr, GS15

11 Feb 2011

MANAGER'S SIGNATURE

DATE

K. C. Eagle, COL, AC/S G-1, II MEF

4 Mar 2011

AUTHORIZED AGENCY OFFICIAL SIGNATURE

DATE

Enclosure (4)

RETENTION INCENTIVE AGREEMENT SAMPLE

Employee: HILL, HANNA L.	
Position: Education Program Administrator	Pay Plan/Series/Grade: GS-1710-15
Duty Station: MCB, CAMP LEJEUNE, NC	Organization: II Marine Expeditionary Force
Employee's required service period (must begin on first day of a pay period and end on the last day of a pay period): Commencement date: 10 Apr 2011 Termination Date: 09 Apr 2012	
Amount of Incentive (percentage of salary): \$ 9,628 (10%)	
Method and timing of payments: Lump sum payment on 29 Apr 2011	

In return for the payment of the retention incentive specified above, I agree to accept the terms and conditions specified below:

1. I understand that the II Marine Expeditionary Force (II MEF) may terminate the retention incentive service agreement based solely on the management needs of the agency. This may be due to a reduction-in-force or when there are insufficient funds to continue the planned incentive payments. If the retention incentive service agreement is terminated for the reasons listed above, I am entitled to retain retention incentive payments previously paid by II MEF that are attributable to the completed portion of the service period and any portion of a retention incentive payment owed by II MEF for completed service.
2. I understand that II MEF must terminate the retention incentive service agreement when conditions change such that the original determination to pay the retention incentive no longer applies (e.g., when the employee is reassigned to a different position that is not within the terms of the service agreement or when payment is no longer warranted). If the retention incentive service agreement is terminated for the reasons listed above, I am entitled to retain retention incentive payments previously paid by II MEF that are attributable to the completed portion of the service period and any portion of a retention incentive payment owed by II MEF for completed service.
3. I understand that II MEF must terminate the retention incentive service agreement if in the performance of my duties in this position I am rated less than "Fully Successful" or equivalent during this period, demoted or separated for cause. If the retention incentive service agreement is terminated for the reasons listed above, I am entitled to retain retention incentive payments previously paid by II MEF that are attributable to the completed portion of the service period. If I received retention incentive payments that were less than the amount that would be attributable to completed service, II MEF is not obligated to pay any outstanding incentive payments attributable to completed service.
4. I understand that termination of a service agreement is not appealable and/or does not allow a grievance to be initiated.

Hanna L. Hill

9 Mar 2011

EMPLOYEE'S SIGNATURE

DATE

G. T. Gas, Col, AC/S G-3, II MEF

9 Mar 2011

MANAGER'S SIGNATURE

DATE

T. P. STRONG, BGen, Deputy CG, II MEF

10 Mar 2011

AUTHORIZED AGENCY OFFICIAL SIGNATURE

DATE

Enclosure (5)