

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ICE Policy System

OFFICE OF PRIMARY INTEREST: OFFICE OF HUMAN CAPITAL

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DIRECTIVE TITLE: Relocation Bonuses

1. **PURPOSE and SCOPE.** This Directive establishes policy for the payment of relocation bonuses to current employees who meet appropriate criteria and relocate to accept a difficult-to-fill position in a different geographic area within U.S. Immigration and Customs Enforcement (ICE).
2. **AUTHORITIES/REFERENCES.**
 - 2.1. 5 U.S.C. Section 5753 (Recruitment and relocation bonuses)
 - 2.2. 5 CFR Part 575, Subpart B, Relocation Incentives
 - 2.3. DHS MD 3600, Relocation Incentives
3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.** This Directive is the originating and establishing directive for ICE policy on relocation bonuses.
4. **BACKGROUND.** Under the direction of the Assistant Secretary, ICE is charged with enforcing immigration and customs laws, collecting intelligence, protecting specified federal buildings, and any other functions as the Secretary of Homeland Security may direct. It is critical that ICE employ a highly qualified workforce to perform the work required to accomplish this mission. It is also critical that ICE retain a highly qualified workforce to maintain focus and continuity in fulfilling its responsibilities.
5. **DEFINITIONS.**
 - 5.1. **Geographic area.** A position is considered to be in a different geographic area if the worksite of the new position is 50 or more miles from the worksite of the position held immediately before the move. If the worksite of the new position is less than 50 miles from the worksite of the position held immediately before the move, but the employee must relocate (i.e., establish a new residence) to accept the position, an

authorized agency official may waive the 50-mile requirement and pay the employee a relocation incentive subject to the requirements of 5CFR Part 575, Subpart B. In all cases, the employee must establish a residence in the new geographic area before the agency may pay a relocation incentive to the employee (5CFR575.205(b)).

- 5.2. 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 exclusive of additional pay, except as cited below. For example, a rate of basic pay includes a special salary rate under 5 U.S.C. 5305 and 5 CFR part 530, subpart C, but does not include locality payments under 5 U.S.C. 5304. Special pay adjustments for law enforcement officers under section 404 of the Federal Employees Pay Comparability Act of 1990 (Public Law 101-509) are included in the rate of basic pay.
- 5.3. Service agreement** means a written agreement between the employing office and a current employee under which the employee agrees to a specified period of employment at the duty station to which relocated in return for payment of a relocation bonus.

6. POLICY.

- 6.1. Coverage.** Employees in the following types of positions are eligible for a relocation bonus:
- 1) A General Schedule (GS) position paid under 5 U.S.C. 5332 or 5 U.S.C. 5305;
 - 2) A senior-level or scientific or professional (SL/ST) position paid under 5 U.S.C. 5376;
 - 3) A Senior Executive Service (SES) position paid under 5 U.S.C. 5383;
 - 4) A position as a law enforcement officer, as defined in 5 CFR 550.103;
 - 5) A position under the Executive Schedule established under subchapter II of chapter 53 of title 5, United States Code, or a position the rate of pay for which is fixed by law at a rate equal to a rate for the Executive Schedule;
 - 6) A prevailing rate position, as defined in 5 U.S.C. 5342(a)(3); and
 - 7) Any other category of position in ICE not otherwise covered for which the Office of Personnel Management (OPM) has authorized payment under 5 CFR 575.203(g).

6.2. Exclusions. ICE shall not pay a relocation incentive to an employee in--

- 1) A position to which an individual is appointed by the President, by and with the advice and consent of the Senate;
- 2) A position in the Senior Executive Service as a noncareer appointee (as defined in 5 U.S.C. 3132(a)(7));
- 3) A position excepted from the competitive service by reason of its confidential, policy-determining, policy-making, or policy-advocating character; or
- 4) A position not otherwise covered by the exclusions in paragraphs (a), (b), and (c) above--
 - a) To which an individual is appointed by the President without the advice and consent of the Senate;
 - b) Designated as the head of an agency, including an agency headed by a collegial body composed of two or more individual members; or
 - c) In which the employee is expected to receive an appointment as the head of an agency.

6.3. Criteria For Payment.

- 1) In determining whether a relocation bonus should be paid and in determining the amount of any such payment, the employing office must consider the following factors, as applicable in the case at hand:
 - a) 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;
 - b) Recent turnover in similar positions;
 - c) Labor-market factors that may affect the ability of the agency to recruit candidates for similar positions now or in the future; and
 - d) Special qualifications needed for the position.
- 2) The employing office may also consider other factors in determining whether to authorize a relocation bonus and the amount of any such payment, such as—
 - a) The severity of the recruiting problem;
 - b) Salary levels reported in published salary surveys for comparable non-Federal positions in the local geographic area;
 - c) The importance and/or criticality of the position to be filled and the effect on ICE if it is not filled or if there is a delay in filling it;
 - d) Salary documented in a competing job offer;
 - e) The disparity in cost of living between the candidate's current residence and the proposed duty station;

- f) The projected cost of further recruitment efforts if the candidate does not accept the position;
 - g) The extent of the individual's past training and experience that serves to qualify him or her for the position; and
 - h) Availability of funds.
- 2) An employing office may target groups of similar positions that have been difficult to fill in the past or that may be difficult to fill in the future. However, any determination to pay a relocation bonus must be made on a case-by-case basis. The employing office may waive, for a specified period of time, the case-by-case approval requirement for any employee whose rating of record is at least "Fully Successful" or equivalent, when—
- a) The employee is a member of a specified group of employees subject to a mobility agreement, and the employing office determines that relocation bonuses are necessary to ensure ICE's ability to retain employees subject to such an agreement; or
 - b) A major organizational unit of ICE is relocated to a different commuting area, and the employing office determines that relocation bonuses are necessary for specified groups of employees to ensure the continued operation of that unit without undue disruption of an activity or function that is deemed essential to ICE's mission and/or without undue disruption of service to the public.
- 3) ICE may pay a relocation incentive—
- a) As an initial lump-sum payment at the commencement of the service period required by the service agreement;
 - b) In installments throughout the service period required by the service agreement;
 - c) As a final lump-sum payment upon the completion of the full service period required by the service agreement; or
 - d) In a combination of these payment methods.

6.4. Service Agreement.

- 1) Before a relocation bonus may be paid, the employee must sign a written agreement to serve a specified period of employment with ICE, regardless of the amount of the relocation bonus authorized, at the new duty station. The term of the service agreement shall be no less than one year and no more than 4 years.
- 2) Criteria to be considered in determining the length of time of the service agreement should include such factors as:
 - a) The length of time to fill the position if the employee left the agency;
 - b) The availability of other qualified candidates within the agency;
 - c) The anticipated time to recover from lost productivity in agency programs;

and

d) Any other factors appropriate to the case at hand.

- 2) The service agreement may specify employment conditions considered appropriate, such as, but not limited to, the employee's position and the duties he or she is expected to perform, work schedule, or level of performance. However, the service agreement in no way constitutes a right, promise, or entitlement to continued employment or noncompetitive conversion to the competitive service, nor does it limit management's right to take corrective or disciplinary actions as otherwise appropriate.

6.5. Failure to Complete a Service Agreement.

- 1) An employee who fails to complete the period of employment established under a relocation bonus service agreement will be indebted to the Federal Government and must repay the relocation bonus on a pro rata basis. The amount to be repaid will be determined by providing credit for each full month of employment completed by the employee under the service agreement. Amounts owed by an employee must be recovered from the employee under ICE's regulations for collection by offset from an indebted Government employee under 5 U.S.C. 5514 and 5 CFR part 550, subpart K.
- 2) An employee is not indebted to the Federal Government when the employee fails to complete a period of employment established under a service agreement because he or she is involuntarily separated (as defined in 5 CFR 575.703) or because of a written determination by the head of the employing office that it is necessary to relocate the employee to a position in a different commuting area.

6.6. Waiver of Repayment. Repayment may be wholly or partially waived at the discretion of ICE if recovery would not be in the public interest or would be against equity and good conscience. In making this determination, ICE will take into account consistency, fairness, and the cost to the taxpayer of recovering monies owed to the Government. A waiver may be considered, but is not automatic, when an employee accepts a position in another part of ICE. When an employee is separated by death or disability retirement, or is unable to continue working because of disability evidenced by acceptable medical documentation, repayment is automatically waived.

7. RESPONSIBILITIES.

- 7.1. The ICE Assistant Secretary is responsible for the overall implementation of this relocation bonus Directive. The Assistant Secretary serves as Approval Authority on recommendations for relocation bonuses. The Assistant Secretary may delegate this authority to a Deputy Assistant Secretary, the Chief of Staff, or to Program Office Directors.

7.2. ICE Program Office Directors -

- 1) **Develop relocation bonus plans appropriate to their mission, functions and staffing requirements.**
- 2) **Develop appropriate written documentation justifying the payment of relocation bonuses in accordance with the criteria in this Directive.**
- 3) **Review and recommend approval or denial of requests for payment of relocation bonuses. If delegated by the Assistant Secretary, may make final approval or denial of requests for payment of relocation bonuses.**
- 4) **Unless delegated final authority, forward recommendations, including a certification of the availability of funds, and obtain approval from the Approval Authority prior to authorizing payment of relocation bonuses.**
- 5) **Maintain a record of each written determination required by this plan and make such records available for review upon request by DHS and OPM.**
- 6) **Submit a report, through the Director, Office of Human Capital, to the Secretary of DHS, or designee, of each relocation bonus determination for submission to OPM's Central Personnel Data File.**
- 7) **Choose, on a case-by-case basis, when to submit an employee for a bonus under this program.**

7.3. Principal Headquarters Officers (PHOs) and Principal Field Officers (PFOs) -

- 1) **Determine the need to offer relocation bonuses and coordinate with their Program Office Management Support division and/or the Director, Office of Human Capital to obtain data and prepare requests for payment of relocation bonuses;**
- 2) **Ensure that the employee signs the relocation bonus service agreement and establishes a residence in the new commuting area prior to payment; and**
- 3) **Obtain proper approval from the approving official including a certification of the availability of funds prior to the employee entering on duty in the new commuting area.**

7.4. The Director, Office of Human Capital (OHC) -

- 1) Coordinates with Program Offices to ensure they comply with merit system principles when authorizing relocation bonuses and considers the need to maintain a balanced and diverse workforce;
- 2) Obtains information from the Program Offices for submission of a report to the Secretary of DHS, or designee, of each relocation bonus determination for submission to OPM's Central Personnel Data File; and
- 3) Maintains a record of each written determination required by this plan and makes such records available for review upon request by DHS and OPM.

7.5. The Employee and Labor Relations Office of the OHC coordinates with Program Offices to ensure that they fulfill their responsibilities under labor relations statutes and union agreements.

7.6. The Chief Financial Officer provides advice and assistance to Program Office budget officials to facilitate financial planning for and implementation of the retention allowance program.

8. Procedures.

8.1. The Program Office Field Office Director announces a vacancy to be filled by reassignment of existing employee(s) to a particular duty station. The PFO chooses reassignment vs. recruitment of outside candidates because of the need of the Program to have a fully qualified (including security clearances) employee perform the work and to fill the position within the shortest possible time.

8.2. The PFO, upon determining that eligible employees have not applied or, upon application and selection, indicate that they will not take the position because they are unwilling to relocate to the designated geographic area, determines that payment of a relocation bonus may be warranted. Relocation bonuses should be considered when a prospective candidate identifies a higher cost of living, higher salaries being paid by private industry, or absence of cultural or other amenities, ect., as the reason for not applying or accepting the reassignment.

8.3. After reviewing the employment circumstances in the area, the PFO concludes that payment of a relocation bonus is warranted. This determination is based on the Criteria for Payment outlined in Section 6.3 above.

8.4. Approval

- 1) The PFO or PHO prepares the request for payment of a relocation bonus and submits it to the Headquarters Program Office Director. For each relocation bonus paid, the employing office must document in writing the factors considered

in authorizing the bonus, including the bonus amount, and the determination that, in the absence of such a bonus, the office would encounter difficulty in filling the position. The employing office must make this determination before the employee actually enters on duty in the position for which he or she was recruited. The employee must sign a service agreement and establish a residence in the new commuting area prior to payment.

- 2) The Program Office Director reviews and recommends approval or denial of the request.
- 3) The Assistant Secretary, or designee, reviews and approves or denies the request.

8.5. The PFO re-announces the position and indicates that a relocation bonus is available for eligible candidates. The office shall make this determination before the employee actually relocates to the new duty station.

8.6. Payment

- 1) The employee must sign a service agreement and establish a residence in the new geographic area prior to payment.
- 2) The total amount of relocation bonus payments paid to an employee in a service period may not exceed 25 percent of the annual rate of basic pay of the employee at the beginning of the service period multiplied by the number of years (including fractions of a year) in the service period (not to exceed 4 years). A relocation bonus must be calculated as a percentage of the employee's starting annual rate of basic pay (excluding locality pay) at the time of appointment in the new duty location, not to exceed 25 percent. ICE may pay a relocation bonus of up to the greater of \$15,000 or 25 percent of basic pay to a law enforcement officer (as defined in 5 CFR 550.103) covered by 5 U.S.C. chapter 51.
- 3) A relocation bonus may be paid in a lump sum or in installments over the term of the service agreement. The relocation bonus is not considered part of an employee's rate of basic pay for any purpose. Relocation bonuses paid under this authority are in addition to basic pay. This bonus is subject to Federal income tax withholdings, FICA and Medicare withholding, and any State or local income tax that may be applicable. Tax withholdings will be deducted at the time payment is made.

9. ATTACHMENT. Relocation Bonus Service Agreement.

10. **NO PRIVATE RIGHT STATEMENT.** This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

Approved



Julie L. Myers

Assistant Secretary

U.S. Immigration and Customs Enforcement

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
Relocation Bonus Service Agreement**

NAME (Print or Type - First Middle Last)	Social Security Number	Employing Office
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In consideration of the relocation bonus for which I qualify under 5 U.S.C. 5753, as implemented by the regulations of the Office of Personnel Management (5 CFR 575, subpart B) and the policies of U.S. Immigration and Customs Enforcement (ICE) and the _____ I hereby agree to the

(Employing Program Office/Division)

following terms and conditions:

1. I will serve in _____ in _____
(Employing Program Office/Division) (Duty Station)
_____ for months/years.

2. This service agreement is effective from _____ through _____
(First day of pay period beginning on or after service begins at new location)

(Last day of pay period ending service agreement - up to four years)

3. I will establish a residence in the new duty station prior to receiving payment of a relocation bonus.

4. ICE will pay me a relocation bonus of _____. This amount
(Total amount)
will be paid out using the following method of payment: _____

5. This service agreement in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service. Acceptance of this Agreement does not alter the conditions or terms of my employment; accordingly, this Agreement will not preclude nor limit ICE from effecting personnel action(s) as may be appropriate.

6. This Service Agreement shall terminate if (1) I am demoted or separated for cause, (2) I receive a less than satisfactory performance rating during the Service Period, or (3) I fail to fulfill any of the terms of this Agreement, e.g., I voluntarily leave the ICE employing Program Office before completing the agreed upon period of service in the new commuting area. Under such circumstances, I understand and agree that I will not be entitled to any additional payments under this Agreement and that I will be indebted to the Federal Government and must reimburse ICE for a prorated portion of the relocation bonus unless I am involuntarily separated (as defined in 5 CFR 575.703) or the Program Office Director determines that it is necessary to relocate me to a position in a different commuting area. The amount to be repaid will be determined by providing credit for each full month of employment I complete under the Service Agreement.

7. This Service Agreement may be terminated based solely on the needs of ICE management. Under such circumstances, I will retain all payments made to me under this Agreement and will be paid any additional amount attributable to completed periods of service.

8. I am responsible for any income tax obligation resulting from the relocation bonus.

9. In addition, I agree to the following condition(s):

_____.

I AGREE TO THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT:

Signature _____ Date _____

Name (Print/Type) _____

Approving Official _____ Date _____

- Cc: Employee
- Employee's OPF
- Finance Office
- Human Capital Office
- Recommending Official
- Approving Official

General: This information is provided pursuant to 5 U.S.C. 552a

Authority for Collection of Information: 5 U.S.C. 5753

Purposes and Uses: The main purpose for collecting the information requested on this form is to establish the terms under which an individual receives a relocation incentive under the DHS Relocation Incentive Program. The information collected will be used as a basis for payroll actions. Accordingly, disclosure of identifiable information, including your Social Security Number (SSN), may be made to the Internal Revenue Service for tax withholding purposes, the Department of Agriculture (National Finance Center) for payroll action, and to the Department of Labor for worker compensation claims. This information may also be disclosed to the Department of Justice for other lawful purposes, including law enforcement, and in the event of litigation. In addition, these records, or information derived from these records, may also be used within DHS for study purposes, such as projection of staffing needs, and/or creation of non-identifiable statistical data for reports to other Federal agencies and Congress.

Information Regarding Disclosure of Your Social Security Account Number: Disclosure of the SSN is mandatory since it is the identifier used by the Internal Revenue Service and for the withholding of taxes from your salary. The use of the SSN is necessary because of the large number of present and former employees and applicants who have identical names and birth dates, and whose identities can be distinguished only by the SSN. The information gathered through the use of the number will be used only as necessary in personnel administration processes carried out in accordance with established regulations and published notices of systems of records.

Effect of Non-disclosure: Your submission of this Agreement is voluntary; however, if the Agreement is submitted, omission of significant information requested could preclude continued processing of the Agreement for you to receive a relocation incentive because payroll would be unable to process the necessary actions.

Relocation Bonuses