

**CAPITOL POLICE BOARD REGULATIONS  
FOR RECRUITMENT AND RELOCATION BONUSES  
AND RETENTION ALLOWANCES FOR EMPLOYEES  
OF THE UNITED STATES CAPITOL POLICE**

Whereas Pub. L. 107-117, 115 Stat. 2230 (January 10, 2002), as amended by Pub. L. 108-7 (February 20, 2003), provides that the Capitol Police Board may authorize the Chief of Police of the United States Capitol Police to pay a bonus to an individual who is newly appointed to a position as an employee of the Capitol Police and to pay an additional bonus to an individual who must relocate to accept a position as an employee of the Capitol Police if the Chief, in the Chief's sole discretion, determines that such a bonus will assist the Capitol Police in recruitment efforts, and to pay an allowance to an employee of the Capitol Police if the Chief, in the Chief's sole discretion, determines that such an allowance will assist the Capitol Police in retention efforts.

Pursuant to such authority, the Capitol Police Board hereby promulgates regulations as follows:

**PART I. DEFINITIONS**

For the purposes of these regulations, the terms shall be defined as follows:

A. **CAPITOL POLICE** – The term "Capitol Police" means the United States Capitol Police.

B. **CHIEF OF POLICE** – The term "Chief of Police" means the Chief of the United States Capitol Police.

C. **EMPLOYEE OF THE CAPITOL POLICE** – The term "employee of the Capitol Police" or "employee" means an individual who is either a civilian or sworn employee of the United States Capitol Police, including an individual who has entered into a service agreement.

D. **RECRUITMENT BONUS** – The term "recruitment bonus" means a bonus paid to an employee who is newly appointed to a position with the Capitol Police when the Chief, in the Chief's sole discretion, determines that such a bonus will assist the Capitol Police in recruitment efforts.

E. **RELOCATION BONUS** – The term "relocation bonus" means a bonus paid to an employee who must relocate to accept a position with the Capitol Police when the Chief, in the Chief's sole discretion, determines that such a bonus will assist the Capitol Police in recruitment efforts.

F. **RETENTION ALLOWANCE** – The term "retention allowance" means an allowance paid to an employee if the Chief, in the Chief's sole discretion, determines that such an allowance will assist the Capitol Police in retention efforts.

**G. SERVICE AGREEMENT** – The term “service agreement” means a written agreement executed between the Chief of Police, or designee, and an employee under which the employee agrees to a specified period of continued employment with the Capitol Police, unless otherwise provided, in consideration for a bonus to relocate or to enter into employment with the Capitol Police, subject to the terms of the agreement and the provisions of Part II, below.

## **PART II. RECRUITMENT AND RELOCATION BONUSES**

### **A. SERVICE AGREEMENT –**

(1) **In general** – The Chief of Police, or designee, and an employee shall enter into a written service agreement and shall be subject to the following –

(a) the Capitol Police shall agree to pay a lump sum payment not to exceed 25 percent of the annual rate of basic pay of the position to which the employee is being appointed;

(b) the limitation not to exceed 25 percent of basic pay shall apply separately to the relocation and recruitment bonus;

(c) the employee shall agree, unless otherwise provided, to complete the required period of employment described in Section B(1), below, in consideration for such bonus; and

(d) the payment may be made for both relocation and recruitment to the newly-hired employee after the employee has entered into an agreement for employment.

#### **(2) Contents of Service Agreements –**

(a) **Contents** – A service agreement under this paragraph shall contain (1) the start and end dates of the required period of employment covered by the agreement; (2) the lump sum amount of the bonus to be paid by the Capitol Police; (3) the employee's agreement to reimburse the Capitol Police under the conditions set forth in Section C(1); (4) disclosure of the program limitations provided for in Section C(4) and Section E(2), (3), (6), and (7); (5) any other terms prescribed by the Chief of Police, or designee.

(b) **Standard Service Agreement** – The Chief of Police, or designee, shall establish a standard service agreement for the Capitol Police for use in carrying out Part II.

(3) **Submission of Agreements** – On entering into a service agreement pursuant to Part II, the Capitol Police shall, upon request, submit a copy of the service agreement to the Capitol Police Board, or designee.

**B. PROGRAM CONDITIONS**

(1) **Period of Employment** – The term of the required period of employment pursuant to a service agreement in accordance with Part II shall be two (2) years from the date of appointment to the Capitol Police, provided, however, that such period may be adjusted pursuant to the express approval of the Chief of Police, or designee, based on special needs or circumstances; generally, the required period of employment agreed to in the service agreement(s) for payments covering a recruitment and/or relocation bonus, shall run concurrently unless otherwise provided in the service agreement(s).

(2) **Amount of Bonus** – The amount of each bonus paid pursuant to a service agreement in accordance with Part II to an employee may not exceed 25 percent of the annual rate of basic pay of the position to which the employee is being appointed.

(3) **Timing of payments** – Payments made in accordance with Part II pursuant to a service agreement shall be paid in accordance with established disbursing procedures which will normally allow for the payment to be made in a lump sum provided, however, such payment is not administratively impeded or delayed due to funding or other external delays.

(4) **Funding** – Amounts provided in accordance with Part II shall be subject to available funding including annual and/or available appropriations.

**C. OBLIGATION TO REIMBURSE**

(1) **In General** – An employee shall reimburse the Capitol Police for the amount of the bonus on a *pro rata* basis if, before the employee completes the required period of employment specified in the service agreement the employee –

- (a) voluntarily separates from service with the Capitol Police;
- (b) engages in misconduct or delinquency and as a result is terminated from employment with the Capitol Police; or
- (c) violates any condition of the agreement.

(2) **Termination of Agreement** – The duty of an employee to fulfill the required period of employment under the service agreement shall be terminated if –

- (a) funds are not available to cover the cost of the bonus to be carried out in accordance with Part II; or
- (b) the employee and the Chief of Police, or designee, mutually agree to terminate the service agreement under Section E(6).

(3) **Waiver** – The Chief of Police, or designee, may waive, in whole or in part, a right of recovery in accordance with Part II if it is shown that recovery would be against equity and good conscience or not in the public interest.

(4) **Failure of Employee to Reimburse** – If an employee fails to reimburse the Capitol Police for the amount owed under subsection (1), above, and no waiver is obtained under subsection (3), above, such amount shall be collected –

(a) under applicable laws, Capitol Police Board or other regulations and rules, and Section 5514 of Title 5, United States Code, if the employee is employed by any other office of the Senate, House of Representatives, congressional entity, or agency of the Federal Government; or

(b) under other applicable provisions of law if the employee is not employed by any other office of the Senate, House of Representatives, congressional entity, or agency of the Federal Government.

**D. RECORDS AND REPORTS**

(1) **In General** – Not later than January 1, 2004, and each January 1 thereafter, the Capitol Police shall make ready for inspection a report for the fiscal year preceding the fiscal year in which the report is prepared that contains information specifying the –

(a) number of employees that received recruitment and relocation bonuses;

(b) amount of payments made to employees;

(c) amount of any reimbursement amounts for early separation from service or whether any waivers were provided with respect to such reimbursements; and,

(d) any other information determined to be relevant by the Chief of Police, or designee.

(2) **Confidentiality** – Such records/reports shall be maintained so as not to disclose confidential or sensitive information of individual employees and/or the Capitol Police.

**E. ADDITIONAL ADMINISTRATIVE PROVISIONS**

(1) **Accounting** – The Chief of Police, or designee, shall establish and maintain an accounting for the recruitment and relocation bonuses paid to employees in accordance with Part II.

(2) **Beginning of Payments** – Payment of recruitment and relocation bonuses may begin with respect to an employee upon –

(a) verification of employment with the Capitol Police by the Chief of Police, or designee; and,

(b) execution of a service agreement between the employee and the Chief of Police, or designee.

(3) **Limitation** – The amount of any bonus paid in accordance with Part II may not exceed 25 percent of the annual rate of basic pay of the position to which the employee is being appointed.

(4) **Recruitment and Relocation Bonus Criteria** –

(a) a written determination shall be made by the Chief of Police, or designee, to authorize payment of a bonus in accordance with Part II, after

the employee has entered into an agreement for employment when the Chief, in the Chief's sole discretion, determines that such a bonus will assist the Capitol Police in recruitment efforts;

(b) the Chief of Police, or designee, shall establish criteria for determining the amount of a bonus which should include, but not be limited to, consideration of:

(1) 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;

(2) recent turnover in similar positions;

(3) labor-market factors that may affect the ability of the Capitol Police to recruit candidates for similar positions now or in the future; and,

(4) special qualifications needed for the position;

(c) the Chief of Police, or designee, shall establish criteria for determining the procedures for payment of bonuses, review and approval procedures, service agreement requirements, and documentation and record keeping requirements;

(d) when necessary to make a timely offer of employment, the Chief of Police, or designee, may establish criteria for offering recruitment bonuses in advance in any amount within the authorized range to any candidate without further review or approval; and,

(e) the amount of a relocation bonus shall be determined, unless otherwise specifically approved by the Chief of Police, upon submission by the newly-hired employee of actual relocation expenses or by relocation schedules established by the Chief of Police, or designee.

**(5) Treatment of Bonuses** – Bonuses paid to an employee in accordance with Part II shall be in addition to basic pay and other forms of compensation otherwise payable to the employee, and shall be subject to withholding for income and employment tax obligations as provided by law.

**(6) Reduction in Amount** – Notwithstanding the terms of a service agreement in accordance with Part II, the Chief of Police, or designee, may reduce or eliminate the amount of a bonus made under a service agreement if adequate funds are not available. If the Chief of Police, or designee, is required to reduce or eliminate the amount of a bonus made under a service agreement, the Chief of Police, or designee, and the employee may mutually agree to terminate such other provisions of the service agreement not related to funding or bonus payment amounts.

**(7) No Right to Continued Employment** – A service agreement in accordance with Part II shall not create a right to, promise of, or entitlement to the continued employment of the employee.

(8) **No Entitlement** – A bonus payment in accordance with Part II shall not be construed to be an entitlement for any employee.

(9) **Treatment of Payments** – A bonus payment in accordance with Part II -

(a) shall not be basic pay of an employee for purposes of Chapters 83 and 84 of Title 5, United States Code (relating to retirement) and Chapter 87 of such Title (relating to life insurance coverage); and

(b) shall not be included in Federal wages for purposes of Chapter 85 of such Title (relating to unemployment compensation).

(10) **Determination Not Appealable or Reviewable** - Any determination of the Chief of Police in accordance with Part II shall not be appealable or reviewable in any manner.

### **PART III. RETENTION ALLOWANCES**

#### **A. PROGRAM CONDITIONS**

(1) **Amount of Allowance** – A retention allowance, which shall be stated as a percentage of the rate of basic pay of the employee, may not exceed 25 percent of the annual rate of basic pay of the employee.

(2) **Timing of Payments** – A retention allowance shall be paid at the same time and in the same manner as the employee's basic pay. A retention allowance shall not be available during a period of employment covered by a service agreement for payment of a recruitment or relocation bonus. Provided, however, that after all terms and conditions of a recruitment and/or relocation bonus service agreement have been satisfied by the employee, a retention allowance may be available. A retention allowance shall not be offered prior to employment with the Capitol Police.

(3) **Funding** - Amounts provided for retention allowances shall be subject to available funding including annual and/or available appropriations.

#### **B. RECORDS AND REPORTS**

(1) **In General** – Not later than January 1, 2004, and each January 1 thereafter, the Capitol Police shall make ready for inspection a report for the fiscal year preceding the fiscal year in which the report is prepared that contains information specifying the –

(a) number of employees that received retention allowances;

(b) amount of payments made to employees; and,

(c) any other information determined to be relevant by the Chief of Police.

(2) **Confidentiality** – Such records/reports shall be maintained so as not to disclose confidential or sensitive information of individual employees and/or the Capitol Police.

**C. ADDITIONAL ADMINISTRATIVE PROVISIONS**

(1) **Accounting** - The Chief of Police, or designee, shall establish and maintain an accounting for retention allowances paid to employees in accordance with Part III.

(2) **Beginning of Payments** - Payment of retention allowances may begin with respect to an employee upon verification of employment with the Capitol Police by the Chief of Police, or designee.

(3) **Limitation** - The amount of an allowance paid in accordance with Part III shall be stated as a percentage of the rate of basic pay of the employee and may not exceed 25 percent of the annual rate of basic pay of the employee.

**(4) Retention Allowance Criteria -**

(a) a written determination shall be made by the Chief of Police, or designee, to authorize payment of an allowance in accordance with Part III when the Chief, in the Chief's sole discretion, determines that such a bonus will assist the Capitol Police in retention efforts.

(b) the Chief of Police, or designee, shall establish criteria for determining the amount of an allowance which should include, but not be limited to, consideration of:

(1) the success of recent efforts to recruit candidates and retain employees with qualifications similar to those possessed by the employee for positions similar to the position held by the employee; and

(2) the availability in the labor market of candidates for employment who, with minimal training or disruption of service to the public, could perform the full range of duties and responsibilities assigned to the position held by the employee.

(c) the Chief of Police, or designee, shall establish criteria for determining the procedures for payment of allowances, review and approval procedures, and documentation and record keeping requirements.

(5) **Treatment of Allowances** - Allowances paid to an employee in accordance with Part III shall be in addition to basic pay and other forms of compensation otherwise payable to the employee, and shall be subject to withholding for income and employment tax obligations as provided by law.

(6) **Reduction in Amount** - The Chief of Police, or designee, may reduce or eliminate the amount of an allowance if adequate funds are not available.

(7) **No Right to Continued Employment** - A retention allowance paid in accordance with Part III shall not create a right to, promise of, or entitlement to the continued employment of the employee.

(8) **No Entitlement** - An allowance payment made in accordance with Part III shall not be construed to be an entitlement for any employee.

(9) **Treatment of Payments** – An allowance payment made in accordance with Part III –

(a) shall not be basic pay of an employee for purposes of Chapters 83 and 84 of Title 5, United States Code (relating to retirement) and Chapter 87 of such Title (relating to life insurance coverage); and

(b) shall not be included in Federal wages for purposes of Chapter 85 of such Title (relating to unemployment compensation).

(10) **Determination Not Appealable or Reviewable** - Any determination of the Chief of Police made in accordance with Part III, including any reduction or elimination of a retention allowance, shall not be appealable or reviewable in any manner.

#### **PART IV. SCOPE AND EFFECTIVE DATE**

Pursuant to Pub. L. 107-117, 115 Stat. 2230 (January 10, 2002), as amended by Pub. L. 108-7 (February 20, 2003), the Capitol Police Board may authorize the Chief of Police of the United States Capitol Police –

(A) to pay a bonus to an individual who is newly appointed to a position as an employee of the Capitol Police, and to pay an additional bonus to an individual who must relocate to accept a position as an employee of the Capitol Police, if the Chief, in the Chief's sole discretion, determines that such a bonus will assist the Capitol Police in recruitment efforts; and

(B) to pay an allowance to an employee of the United States Capitol Police if the Chief, in the Chief's sole discretion, determines that such an allowance will assist the Capitol Police in retention efforts.

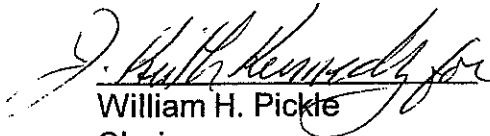
Pursuant to this authority, these regulations shall apply for the purposes of payment of a recruitment or relocation bonus to an employee of the Capitol Police and payment of a retention allowance to an employee of the Capitol Police. Pub. L. 107-117, as amended by Pub. L. 108-7 (February 20, 2003), and these regulations promulgated thereto, provide the exclusive authority for the implementation of these provisions of Pub. L. 107-117, as amended by Pub. L. 108-7 (February 20, 2003). Provided, however, that the Chief of Police, or designee, may establish such policies, criteria, and procedures to carry out the provisions of Pub. L. 107-117, as amended by Pub. L. 108-7 (February 20, 2003), and these regulations that are not inconsistent with law or these regulations.

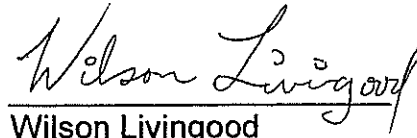
Pursuant to this authority, these regulations shall apply for the purposes of determining the eligibility and agreement for payment of recruitment and relocation bonuses and retention allowances to an employee of the Capitol Police.



**USCP Recruitment, Relocation, Retention Regulations**

These regulations are hereby adopted by the Capitol Police Board this 18<sup>th</sup> day of APRIL, 2003, and shall be effective upon approval by the Board as required pursuant to Pub. L. 107-117, 115 Stat. 2230 (January 10, 2002), as amended by Pub. L. 108-7 (February 20, 2003), and shall apply to fiscal year 2003 and each fiscal year thereafter, unless otherwise provided by express congressional directive.

  
William H. Pickle  
Chairman  
Capitol Police Board

  
Wilson Livingood  
Member  
Capitol Police Board

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Alan M. Hantman  
Member  
Capitol Police Board