

EMPLOYEE'S SERVICE AGREEMENT FOR RECEIPT OF A RETENTION INCENTIVE

1. I, _____ (Name of employee), understand that in order for me to be paid a Retention Incentive under the United States Code set forth at 5 U.S.C. § 5754 and the Code of Federal Regulations - 5 C.F.R. Part 575, Subpart C, I agree to complete a minimum period of _____ months of service with the U.S. General Services Administration beginning at the start of pay period number _____, effective _____ (date of appointment/assignment) and ending at the end of pay period number _____, on _____ (date)

2. The incentive payment will be in the amount of \$ _____ representing _____ % of my basic rate of pay.

3. The incentive will be paid to me in the manner specified below:

a. in installments after the completion of specified periods of service*;

-OR-

b. as a single lump-sum payment upon completion of the full service period required by the service Agreement

*Use this table for information required when using options a. or b. (*attach additional pages as necessary*).

Installment Date	Installment Amount	Installment Date	Installment Amount	Installment Date	Installment Amount

4. I understand that an authorized agency management official may unilaterally terminate a retention incentive service agreement based solely on the management needs of the agency.

5. I understand that this service agreement will be terminated if I am demoted or separated for cause (*i.e.*, for unacceptable performance or for misconduct); if I receive a rating of record of less than "Meets Performance Expectations" or its equivalent; or if I otherwise fail to fulfill the terms of the service agreement.

6. I understand that if this service agreement is terminated based on management determination under 5 C.F.R. § 575.311(a) and section 6 of [HRM 9575.1 CHGE 1](#), I am entitled to retain any retention incentive payments that are attributable to completed service and to receive any portion of a retention incentive payment received that is owed by the agency for completed service.

7. I understand that if an authorized agency management official terminates this service agreement under 5 C.F.R. § 575.311(b) and section 6 of [HRM 9575.1 CHGE 1](#), I may retain retention incentive payments previously paid by the agency that are attributable to the completed portion of the service period. If I received retention incentive payments that are less than the amount that would be attributable to the completed portion of the service period, the agency is not obligated to pay me the amount attributable to completed service, unless the agency agreed to such payment under the terms of the retention incentive service agreement.

8. I understand that if I fail to complete the period of employment stated above in this agreement, for reasons unacceptable to the agency, I shall be indebted to the Federal Government and shall repay the 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 me.

9. I understand that any amounts which may be due the agency as a result of any failure on my part to meet the terms of this agreement, which includes my receiving a rating of record of less than "Meets Performance Expectations" or equivalent, may be withheld from any monies owed me by the Government, or may be recovered by such other methods as are approved by law.

10. I FURTHER UNDERSTAND that if I am involuntarily separated from the Federal Government, for reasons other than misconduct or delinquency, I will not be required to repay monies for any unfulfilled period of time identified in item 1 above.

(EMPLOYEE'S SIGNATURE)

(DATE)