

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Chapter CC22--Pay and Allowance Administration  
Subchapter CC22.2--Special Pays  
Personnel INSTRUCTION 11--Engineering and Scientific Career Continuation Pay

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Section A. Purpose and Scope

This INSTRUCTION states the conditions and circumstances under which officers of the Public Health Service (PHS) Commissioned Corps may be paid Engineering and Scientific Career Continuation Pay (ESCCP) and the procedures for processing contracts and making payments. The purpose of ESCCP is to aid the Department of Health and Human Services (HHS) and the programs to which the PHS officers are assigned, in recruiting and retaining officers with special critical shortage skills training.

### Section B. Authority

ESCCP is authorized by 37 U.S.C. 315 and regulations prescribed in the Commissioned Corps Personnel Manual (CCPM), INSTRUCTION 2, Subchapter CC42.3, "Engineering and Scientific Career Continuation Pay," of this Manual.

The authority to administer the PHS Commissioned Corps is prescribed in 42 U.S.C. 216 of the PHS Act. The authority for daily administration of the PHS Commissioned Corps has been delegated to the Director, Division of Commissioned Personnel (DCP), Human Resources Service, Program Support Center.

### Section C. Definitions

For the purpose of this INSTRUCTION, the following definitions shall apply:

1. Category - One of the commissionable professions recognized by HHS which includes: Medical, Dental, Nurse, Engineer, Scientist, Sanitarian, Pharmacy, Therapy, Dietetics, Veterinary, or Health Services. (Refer to CCPM, INSTRUCTION 4, Subchapter CC23.3, "Appointment Standards and Appointment Boards, of this Manual.")
2. Engineer - An officer in the PHS Commissioned Corps who possesses an earned engineering degree qualifying him/her for appointment to the Engineer category.
3. Scientist - An officer in the PHS Commissioned Corps who possesses an earned doctorate degree such as a Ph.D., D.P.H., or D.Sc. and has been appointed to the Scientist category. For purposes of this special pay, officers who possess an earned doctoral degree and who otherwise meet the appointment standards for the Scientist category may be considered for this pay.
4. Critical Shortage Specialty - A specialty needed to achieve the Operating Division (OPDIV) or HHS mission, and for which there is a documented shortage of qualified individuals to meet the needs of the OPDIV or HHS.
5. Years of Service - Years of active service in a Uniformed Service.
6. Obligated Service - Active-duty service time required as a result of participation in training or scholarships supported by HHS.

Section D. Eligibility

1. To be eligible for ESCCP, an officer must:
  - a. Not be receiving any other accession or career continuation bonus or an annual bonus authorized by 37 U.S.C. 302;
  - b. Not be serving obligated service pursuant to participation in a HHS-supported scholarship or training program;
  - c. Be below pay grade 0-6;
  - d. Hold an earned degree in engineering or science from an accredited college or university;
  - e. Be a member of the Engineer or Scientist category or meet the standards for appointment to the Scientist category;
  - f. Have completed three but less than 11 years of active duty with a Uniformed Service of which at least 3 years is duty as an engineer or scientist officer, or served on active duty for three but less than 11 years after meeting requirements for eligibility;
  - g. Be serving in an engineering or scientific specialty that is specified as a critical shortage specialty;
  - h. Not have been called to active duty as an inter-service transfer or served on active duty in another Uniformed Service within the last 12 months;
  - I. Not be participating in HHS-supported long-term training as defined in CCPM, INSTRUCTION 1, Subchapter CC25.2, "Extramural Training," of this Manual; and
  - j. Execute a written agreement to remain on active duty for at least 1 year in the critical shortage position.
2. Criteria for critical specialty designation.
  - a. A current or projected critical shortage exists for those officers with specific skills and credentials with between 3 and 11 years of service;
  - b. The shortage is expected to persist for two or more years; and
  - c. Officers with other academic degrees cannot be substituted.

3. Engineers stationed at isolated hardship locations as defined for the Commissioned Corps Isolated/Hardship Service Award (see Section E of CCPM, INSTRUCTION 2, Subchapter CC27.1, "Commissioned Officers' Recognition Program, Description and Criteria," of this Manual) are deemed to be in engineering critical shortage positions; and
4. Scientist officers who are assigned to positions in which the series, location and equivalent grade level are approved for special salary rates under the civil service system are deemed to be in critical shortage positions.

#### Section E. Responsibilities

1. Director, DCP. The Director, DCP, is responsible for:
  - a. Certifying that the officers receiving ESCCP meet the eligibility requirements specified in Section D., above;
  - b. Issuing implementing instructions for administering the ESCCP program; and
  - c. Awarding ESCCP payment based on his/her discretion in accordance with the needs of the Service.
2. HHS OPDIV Heads. The head of each HHS OPDIV is responsible for identifying to the Director, DCP, those locations and positions within the OPDIV where there exists a shortage of engineer and scientist officers with critical skills.

#### Section F. Rate of Engineering and Scientific Career Continuation Pay

1. The maximum pay authorized under this INSTRUCTION is \$3,000 per year.
2. The effective date of the contract will be the first of the month in which the contract is notarized provided the contract is received in the Compensation Branch, DCP, within 60 days of the notary date.
3. The contract is not effective until official personnel orders are issued by DCP.

Section G. Voluntary Termination of ESCCP

1. ESCCP will be terminated upon completion of the contract or at the time of 11 years of service, whichever is earlier.
2. Officers promoted to the pay grade of 0-6 or above, or officers who enter a HHS-supported long-term training program, shall have the ESCCP discontinued upon the effective date of the promotion or date of entrance into long-term training.
3. Officers shall be required to repay a pro rata portion of the last annual payment if the contract is terminated prior to the expiration date except in those circumstances specifically stated in Section H.(8), (9), and (10) below. In addition, an officer who voluntarily terminates his/her ESCCP contract shall be divested of entitlements for travel and transportation allowances for himself/herself and his/her dependents, shipment of household goods, use of, transfer of, or payment for unused annual leave. Officers separating prior to the end of the contract shall have their commission terminated.

Section H. Involuntary Termination of ESCCP Contracts

1. Misconduct. If an officer is disciplined for misconduct while under an ESCCP Contract, the officer shall be referred to a special pay review board. A special pay review board will be convened within 30 days of the disciplinary action or as directed by the Director, DCP. A special pay review board will recommend to the Director, DCP, when the officer will be next eligible for special pay consideration.
2. Deterioration of Performance. If there is deterioration in an officer's performance, the Director, DCP, may at any time, refer the officer's record to a Review Board for recommendations regarding continuance of ESCCP. If the Review Board finds that the officer's performance has deteriorated to a level at which no premium should be placed on continued service, and the Director, DCP, concurs, the officer's ESCCP contract shall be terminated within 30 days of such recommendation. In addition, such officer shall not again be considered for ESCCP for at least one year after the date the contract is terminated.
3. Failure to be Recommended for Promotion. If a promotion board recommends against either a permanent or temporary promotion while under a special pay contract, the officer shall be referred to a special pay review board at the time of renewal or subsequent annual payment for consideration. If the officer separates prior to the completion of his/her current contract, the officer shall be required to repay a pro rata for the unserved portion of the payment.

4. Entry into Long-Term Training. If an officer serving under an ESCCP contract enters into long-term training, the contract shall be terminated as of the effective date of assignment to training. Officers may initiate a new contract upon completion of training provided they are otherwise eligible.
5. Leave Without Pay (LWOP) Status. An officer who enters LWOP status shall have his/her contract terminated as of the effective date of the LWOP. An officer whose ESCCP contract is terminated under this provision shall be required to repay a pro rata portion of the payment received under Section F., above. In addition, the officer shall not again be eligible for ESCCP until his/her return to pay status.
6. Involuntary Retirement. An officer who is involuntarily retired under the provisions contained in CCPM, INSTRUCTION 3, "Retirement of an Officer Within 30 Years of Active Service," or INSTRUCTION 4, "Involuntary Retirement After 20 Years of Service," Subchapter CC23.8, of this Manual, shall have his/her ESCCP contract terminated on the effective date of the officer's retirement. An officer whose ESCCP contract is terminated under this provision shall be required to repay a pro rata portion of the payment received under Section F., above.
7. Disability Retirement. If an officer is retired (temporarily or permanently) for disability while serving under an ESCCP contract, the contract is automatically terminated as of the date the officer is placed in retired status. An officer whose ESCCP contract is terminated under this provision will not be required to repay a pro rata portion of the payment, provided that the disability is not the result of misconduct or willful neglect and not incurred during a period of unauthorized absence. An officer eligible for an ESCCP contract, who is considering applying for a disability retirement may sign an ESCCP contract since there is no assurance that the disability retirement will be approved.
8. Involuntary Separation/Retirement for Convenience of the Government. If an officer is released from active duty or retired because of a reduction-in-strength, numbers limitation, or other reasons for the convenience of the government, while serving under an ESCCP contract, the contract is automatically terminated as of the date of the officer's separation or retirement. No repayment for unserved portion of the contract will be initiated. This does not apply to those officers who are involuntarily separated due to unacceptable performance.
9. Death. In the event an officer dies while serving under an ESCCP contract, the contract is automatically terminated as of the date of the officer's death and no repayment for unserved portion of the contract will be initiated, provided that the death is not the result of misconduct or willful neglect, and is not incurred during a period of unauthorized absence.

Section I. Absence Without Leave (AWOL)

Under 37 U.S.C. 503(b), any period during which an officer is determined to be in an AWOL status shall not be credited toward fulfillment of an active-duty obligation incurred under an ESCCP contract, and shall serve to extend the period of active duty required by the contract.

J. Privacy Act Provisions

Payroll records are subject to the Privacy Act of 1974. The applicable systems of records are 09-37-0002, "PHS Commissioned Corps Personnel Records," HHS/OASH/OSG; 09-37-0005, "PHS Commissioned Corps Board Proceedings," HHS/OASH/OSG; and 09-37-0008, "PHS Commissioned Corps Unofficial Personnel Files and Other Station Files," HHS/OASH/OSG.

EXHIBIT I

Engineering and Scientific Career Continuation Pay (ESCCP)

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Public Health Service

ENGINEERING AND SCIENTIFIC CAREER CONTINUATION PAY (ESCCP) CONTRACT REQUEST <small>(Priority Act Notice on Reverse)</small>			DCP USE ONLY
			DATE RECD:
1. IDENTIFICATION			
A. NAME (Last, First, Middle Initial)	B. GRADE/RANK	C. PHS SERIAL NO.	CT. DATE:
D. ORGANIZATION	E. DUTY PHONE NUMBER	F. SSN	EXP. DATE:
2. CONDITIONS OF CONTRACT			
<p>In consideration of payment of the above requested special pay for which I qualify under 37 U.S.C. 315 and implementing policies prescribed in INSTRUCTION 11, Subchapter CC22.2 of the Commissioned Corps Personnel Manual (CCPM), I hereby agree to the following:</p> <p>A. To remain on active duty in the PHS Commissioned Corps for 12 months from the effective date of this contract in a critical shortage position.</p> <p>B. That the EFFECTIVE date will be the DATE THE NOTARIZED CONTRACT IS RECEIVED in the Compensation Branch (CB), Division of Commissioned Personnel (DCP), except for conditions listed below:</p> <p>(1) Effective date for initial contract will be the:</p> <p>(a) Date I attain eligibility for ESCCP provided the completed contract is received in CB, DCP, within 60 days after I am initially eligible, and the contract bears my signature, notarized within 30 days after I am initially eligible for ESCCP; or</p> <p>(b) Date the completed contract is notarized if received in CB, DCP, within 60 days of the date of eligibility but has not been notarized within 30 days of date of initial eligibility; or</p> <p>(c) Later date, if eligible, specified by me, which is _____, 19 ____.</p> <p>(2) Effective date for subsequent contracts will be the:</p> <p>(a) Date following the date the preceding contract expires, provided the completed contract is received in CB, DCP, within 60 days after the date of expiration of the previous contract, and the contract bears my signature, notarized on or before the date following the date the preceding contract expired; or</p> <p>(b) Date the completed contract is notarized if received in CB, DCP, within 60 days after the date of expiration of the previous contract, but has not been notarized on or before the date the previous contract expired.</p> <p>C. If this contract is terminated prior to its expiration date for reasons other than as identified in F. below:</p> <p>(1) I will be required to refund a pro rata portion of my payment received pursuant to this contract;</p> <p>(2) I will be divested of entitlements for travel and transportation allowances for myself and my dependents, shipment of household goods, and transfer or use of, or payment for unused annual leave to my credit upon separation from PHS; and</p> <p>(3) Any amount which I am obligated to refund because this contract is terminated will be a debt due to the United States which I hereby agree to pay in full as directed by the appropriate collections officials. In accordance with Treasury Fiscal Requirements Manual (1 TFRM 6-4000, Cash Management), late charges may be assessed for payments made after the due date on amounts owed to the U.S. Government.</p> <p>D. That a period of Absence Without Leave (AWOL) shall not be credited toward fulfillment of the active-duty obligation incurred pursuant to this contract and that the period of such active-duty obligation shall be extended by the number of days of AWOL.</p> <p>E. That the policies (INSTRUCTION 11, Subchapter CC22.2 of the CCPM) which implement the ESCCP provisions of 37 U.S.C. 315 are incorporated into and made part of this contract.</p> <p>F. That if I enter a long-term training program as defined in INSTRUCTION 1, Subchapter CC25.2 of the CCPM, this contract will be terminated and I will repay an amount as specified in C.(1), above.</p> <p>G. That I am NOT ELIGIBLE for voluntary retirement for the duration of this contract.</p>			
3. CERTIFICATION			
I certify that I understand and agree to the terms of this contract as stated above.			
SIGNATURE		DATE	
4. NOTARIZATION			
Subscribed and sworn before me this _____ day of _____ A.D. 19 _____			
at _____ (City) _____ (State) _____ (DCP Office)			
SIGNATURE		DATE COMMISSION EXPIRES	

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1st Copy-DCP 2nd Copy-AGENCY 3rd Copy-OFFICER

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