

NE NG
NE TPR 335-1

Military Department of Nebraska
The Adjutant General's Office, Lincoln, Nebraska 68508
1 March 2007

NEBRASKA NATIONAL GUARD RECRUITMENT AND RETENTION PAY INCENTIVES PLAN

Contained herein are the regulatory requirements of the Nebraska National Guard Recruitment and Retention Pay Incentives Plan. It is consistent with Office of Personnel Management Regulations, Department of Defense Directives, and National Guard Bureau guidelines.

TABLE OF CONTENTS

	PARA	PAGE
CHAPTER 1 -- INTRODUCTION		
Purpose	1-1	1
Responsibilities	1-2	1
Definitions	1-3	1
CHAPTER 2 -- RECRUITMENT INCENTIVE		
Authority	2-1	3
Introduction	2-2	3
Covered Positions	2-3	3
Excluded Positions	2-4	3
Groups of Positions	2-5	3
Requests	2-6	3
Approval Authority	2-7	3
Approval Criteria	2-8	3
Documentation of Justification	2-9	3
Service Period	2-10	3
Service Agreement	2-11	4
Termination of Service Agreement	2-12	4
Payment	2-13	4
Calculating Incentive Amounts	2-14	4
Aggregate Pay Limitation	2-15	5
Recovering or Waiving a Debt Owed the Government	2-16	5
Documentation and Recordkeeping Requirements	2-17	5
CHAPTER 3 -- RELOCATION INCENTIVE		
Authority	3-1	6
Introduction	3-2	6
Covered Positions	3-3	6
Excluded Positions	3-4	6
Relocation to Different Geographic Area	3-5	6
Approval Authority	3-6	6
Approval Criteria	3-7	6
Groups of Employees	3-8	7
Payment	3-9	7
Documentation of Justification	3-10	7
Service Agreement	3-11	7
Service Period	3-12	7
Calculating Incentive Amounts	3-13	7
Aggregate Pay Limitation	3-14	8

Termination of Service Agreement	3-15	8
Recovering a Debt Owed the Government	3-16	8
Documentation and Recordkeeping Requirements	3-17	8

CHAPTER 4 -- RETENTION INCENTIVE

Authority	4-1	9
Introduction	4-2	9
Likely to Leave	4-3	9
Covered Positions	4-4	9
Excluded Positions	4-5	9
Requests	4-6	9
Approval Authority	4-7	9
Approval Criteria	4-8	9
Groups of Employees	4-9	9
Payment	4-10	9
Documentation of Justification	4-11	10
Calculating Incentive Amounts	4-12	10
Retention Incentive Conditions	4-13	10
Service Agreement	4-14	10
Aggregate Pay Limitation	4-15	10
Performance Appraisals	4-16	10
Payment	4-17	11
Termination of Retention Incentive	4-18	11
Continuation, Reduction, or Termination of a Retention Incentive	4-19	11
Documentation and Recordkeeping Requirements	4-20	11

CHAPTER 5 -- ADVANCED IN-HIRING RATES BASED ON SUPERIOR QUALIFICATIONS

Authority	5-1	12
Eligibility	5-2	12
Request and Approval Procedures	5-3	12
Payment	5-4	12
Documentation and Reporting	5-5	12

CHAPTER 6 – STUDENT LOAN REPAYMENT PROGRAM

Authority	6-1	13
Introduction	6-2	13
Eligibility	6-3	13
Criteria for Payment - Recruitment	6-4	13
Criteria for Payment – Retention	6-5	14
Termination of Benefits	6-6	14
Service Agreement	6-7	14
Failure to Complete a Service Agreement	6-8	14
Waiver of Payment	6-9	15
Procedures for Making Loan Repayments	6-10	15
Documentation and Recordkeeping Requirements	6-11	15

Appendix A

Appendix B

Forms

CHAPTER 1

INTRODUCTION

1-1. PURPOSE. This plan provides procedures for requesting and approving Recruitment, Relocation, and Retention Incentives, Superior Qualification appointments and Student Loan Repayments for Technicians of the Nebraska National Guard. This plan is consistent with United States Code, the Code of Federal Regulations and Department of Defense Policy. Relevant eligibility, approval, payment, and record keeping criteria are incorporated into this plan.

1-2. RESPONSIBILITIES.

a. The Adjutant General is the appointing authority for the Nebraska National Guard and is the highest level of authority in the state concerning the overall application of this plan.

b. Authority for implementation of this plan and approval of incentives under this plan is delegated to the Human Resources Officer (HRO). The HRO is responsible for:

(1) Administering the provisions of the staffing authorities contained in this plan;

(2) Providing initial training to managers and supervisors on the statutory and regulatory requirements of each authority, and for conducting refresher training on a continuing basis;

(3) Conducting an internal assessment to determine the effectiveness and proper application of these delegations;

(4) Complying with merit system principles when selecting employees to receive loan repayment benefits and consider the need to maintain a balanced and diverse workforce;

(5) Reporting on program usage to National Guard Bureau; and

(6) Taking any corrective action necessary to ensure proper application of these delegations.

c. As the respective manpower control officers, the ANG Air Commander or ARNG Chief of Staff must concur with payment of recruitment and retention incentives and verify the availability of funds.

d. The first line supervisor is responsible for initiating requests to offer recruitment and retention incentives.

1-3. DEFINITIONS

a. AGGREGATE PAY LIMITATION. An executive branch employee may not receive any basic salary, locality payment, incentive, allowance, differential, bonus, award, premium pay, or similar cash payment that would cause the employee's aggregate compensation to exceed the rate for level I of the Executive Schedule on the last day of that calendar year. (Reference 5 CFR 530.203(a))

b. GEOGRAPHIC AREA. The area surrounding a work site that encompasses the localities where people live and reasonably be expected to travel back and forth daily to work. When an employee's residence is within the standard commuting area for a work site, the work site is within the employee's commuting area. When an employee's residence is outside the standard commuting area for a proposed new work site, the employee's commuting area is deemed to include the expanded area surrounding the employee's residence and including all destinations that can be reached via a commuting trip that is not significantly more burdensome than the current commuting trip. This excludes a commuting trip from a residence where the employee planned to stay only temporarily until he or she could find a more permanent residence closer to his or her work site. For this purpose, a commuting trip to a new work site is considered significantly more burdensome if it would compel the employee to

change his or her place of residence in order to continue employment, taking into account commuting time and distance, availability of public transportation, cost, and any other relevant factors.

c. **INVOLUNTARY SEPARATION.** A separation initiated by the Nebraska National Guard against the employee's will and without his or her consent for reasons other than cause on charges of misconduct or delinquency. An involuntary separation includes a separation resulting from the employee's inability to do the work following genuine efforts to do so, but does not include a separation under TPR 752 for reasons that involve culpable wrongdoing on the employee's part.

d. **NEWLY APPOINTED.** Refers to:

(1) the first appointment, regardless of tenure, as an employee of the Federal Government;

(2) an appointment as a former employee of the Federal Government following a break in service of at least 90 days;

(3) or an appointment as an employee of the Federal Government when the employee's Federal service during the 90-day period immediately preceding the appointment was limited to:

(a) a time-limited or non-permanent appointment in the competitive or excepted service.

(b) other special employment situations specified in 5 CFR 575.101.

e. **RATE OF BASIC PAY.** For the purpose of calculating a recruitment incentive, an employee's rate of basic pay includes a special rate under 5 CFR part 530, subpart C, a locality payment under 5 CFR part 531, subpart F, or similar payment under other legal authority, but excludes additional pay of any other kind. Recruitment, relocation, or retention incentives are not part of an employee's rate of basic pay for any purpose.

f. **SEPARATION FOR CAUSE.** A separation initiated by the Nebraska National Guard for reasons of misconduct or delinquency. A separation for cause is covered under TPR 752 for reasons that involve culpable wrongdoing on the part of the employee, but does not include a separation resulting from the employee's inability to do the work following genuine efforts to do so.

g. **SERVICE AGREEMENT.** A written agreement between the Nebraska National Guard and an employee under which the employee agrees to a specified period of employment in the position for which recruited or relocated in return for a cash payment. The [NENG TAG 335-1-21](#) will serve as the agreement for the purpose of a recruiting or relocation incentive.

CHAPTER 2

RECRUITMENT INCENTIVE

2-1. AUTHORITY. 5 USC 5753 and 5 CFR part 575, subpart A

2-2. INTRODUCTION. The Nebraska National Guard may pay a recruitment incentive to an employee newly appointed to a position that is likely to be difficult to fill in the absence of an incentive. The employee must sign an agreement to fulfill a period of service in a specified position within the agency to receive a recruitment incentive. This recruitment incentive plan applies uniformly across the Nebraska National Guard.

2-3. COVERED POSITIONS. A recruitment incentive may be paid to an eligible individual who is newly appointed to a General Schedule (GS) or prevailing rate position (FWS). Appointment status may be permanent, indefinite, or temporary exceeding 6 months.

2-4. EXCLUDED POSITIONS. Temporary technicians whose period of appointment is less than 6 months are excluded from consideration for a recruitment incentive.

2-5. GROUPS OF POSITIONS. The Nebraska National Guard may "target" recruitment incentives to groups of similar positions, which have historically been difficult to fill and retain. However, recruitment incentives are determined on an individual basis and not paid based on occupying a "targeted" position.

2-6. REQUESTS. Recruitment incentives are requested by the nominating supervisor using form [NGNE TAG 335-1-20](#), *Recruitment / Relocation Incentive Request*, and require coordination and certification of the appropriate Commander or Director. These certifications may not be delegated. For Air National Guard funded positions, the Wing Comptroller must certify the availability of funds. The Human Resources Office Program Analyst must approve funding for Army National Guard positions. Actions without the appropriate funding certification will not be approved.

2-7. APPROVAL AUTHORITY. Approval authority for recruitment incentive is delegated by The Adjutant General to the Human Resources Officer. In the event of his/her absence, a Supervisory Human Resources Specialist in the Human Resources Office may approve time-critical recruitment incentive actions. In all circumstances, recruitment incentives must be in accordance with statutory and regulatory requirements and this policy.

2-8. APPROVAL CRITERIA. For each determination to pay a recruitment incentive, the Nebraska National Guard must document, in writing, the basis for determining that the position is likely to be difficult to fill in the absence of a recruitment incentive, the amount and timing of the incentive payments, and the length of the service period. The determination to pay a recruitment incentive must be made before the prospective employee enters on duty. A recruitment incentive will be considered prior to offering a Superior Qualifications Appointment. An employee serving under a service agreement for a recruitment incentive is not eligible for a retention incentive. Requests for a recruitment incentive received after appointment will not be approved.

2-9. DOCUMENTATION OF JUSTIFICATION. [NGNE TAG 335-1-20](#), *Recruitment / Relocation Incentive Request* will be used to document the justification for payment of a recruitment incentive. Nominating supervisors must document that the position is hard to fill by addressing all of the following criteria:

- a. Criteria used to establish the percentage of the recruitment incentive;
- b. Unsuccessful efforts to recruit candidates for the position or similar positions;
- c. Turnover in this position or similar positions;
- d. Labor market factors and special qualifications needed for the position.

2-10. SERVICE PERIOD. The employee's required service period may not be less than 6 months and may not exceed 4 years. The service period should begin upon the commencement of service with the agency (the first day of a pay period) and end on the last day of a pay period. To determine the number

of years in a service period, divide the total number of calendar days in the service period by 365 and round the result to 2 decimal places. For example, a service period covering 39 biweekly pay periods equals 546 days, and 546 days divided by 365 days equals 1.50 years.

2-11. SERVICE AGREEMENT. Before receiving a recruitment incentive, an employee must agree to complete a specified period of employment in the position for which recruited. [NGNE TAG 335-1-21](#), *Service Agreement for Recruitment / Relocation Incentive*, will be used to document the service agreement. The agreement will specify the length, commencement and termination dates of the service period, the amount of the incentive, the method and timing of incentive payments, the conditions under which an agreement will be terminated by the agency, any agency or employee obligations if a service agreement is terminated (including the conditions under which the employee must repay an incentive), and any other terms and conditions for receiving and retaining a recruitment incentive. The [NGNE TAG 335-1-21](#) must be submitted to the Human Resources Office prior to final approval and payment of an incentive. Requests without a properly executed service agreement will be disapproved.

2-12. TERMINATION OF SERVICE AGREEMENT.

a. Discretionary. The Nebraska National Guard may unilaterally terminate a recruitment incentive based solely on management needs, in which case the employee is entitled to payments attributable to completed service and to retain any payments already received that are attributable to uncompleted service.

b. Mandatory. The Nebraska National Guard will automatically terminate a retention incentive if an employee is demoted or separated for cause or unacceptable performance, receives a rating of record lower than "Meets Standards" during the service period, or otherwise fails to fulfill the terms of the service agreement. In such cases, the employee may retain any payments attributable to completed service, but must repay any portion of the incentive attributable to uncompleted service.

c. The Human Resources Office will notify an employee in writing when it terminates a recruitment incentive service agreement. The termination of a service agreement is not grievable or appealable.

2-13. PAYMENT. The incentive may be paid in a lump sum or annual installments commencing at the beginning of the service period. The maximum recruitment incentive that may be authorized is 25 percent per year. For computing an annual rate for an employee who does not have a scheduled annual rate of basic pay, multiply the applicable hourly rate in effect at the beginning of the service period by 2,087.

2-14. CALCULATING INCENTIVE AMOUNTS. The total incentive amount is calculated by multiplying the employee's annual rate of basic pay (at the beginning of the service period) (x) incentive percentage (x) length of the service period. While the maximum amount payable is 25 percent, management officials should set the incentive at a level that is adequate for recruitment but still exercises proper financial restraint.

In the example below, the maximum recruitment incentive amounts shown are based on an annual rate of basic pay of \$52,708 at the beginning of the service period, including locality pay. Note that the amounts shown are the maximum incentive amounts that may be paid for the stated period of service. The Nebraska National Guard may always choose to pay a lower incentive rate for the same period of service.

Length of Service Agreement	Maximum Incentive Amount	Formula (Annual Rate x Maximum Incentive Percentage x Years In Service Period)
½ year	\$6,558	\$52,708 X 25% X .5 years
1 year	\$13,177	\$52,708 X 25% X 1 year
1 ½ year	\$19,765	\$52,708 X 25% X 1.5 year
2 year	\$26,354	\$52,708 X 25% X 2 year
2 ½ year	\$32,942	\$52,708 X 25% X 2.5 year
3 year	\$39,531	\$52,708 X 25% X 3 year
4 year	\$52,708	\$52,708 X 25% X 4 year

2-15. AGGREGATE PAY LIMITATION. An executive branch employee may not receive any basic salary, locality payment, incentive, allowance, differential, bonus, award, premium pay, or similar cash payment that would cause the employee's aggregate compensation to exceed the rate for level I of the Executive Schedule on the last day of that calendar year. (Reference 5 CFR 530.203(a))

2-16. RECOVERING OR WAIVING A DEBT OWED THE GOVERNMENT. If an employee must repay a portion of a recruitment incentive and fails to reimburse the Nebraska National Guard for the full amount owed, the amount outstanding must be recovered from the employee under the Department of Defense regulations for collection by offset from an indebted Government employee under 5 USC 5514 and 5 CFR part 550, subpart K, or through the appropriate provisions governing Federal debt collection if the individual is no longer a Federal employee.

2-17. DOCUMENTATION AND RECORDKEEPING REQUIREMENTS. [NGNE TAG 335-1-20](#), *Recruitment / Relocation Incentive Request*, and [NGNE TAG 335-1-21](#), *Service Agreement for Recruitment / Relocation Incentive*, will be used to document the requirements, justification, certifications, service agreement, and approval of a recruitment incentive. The approved forms will be filed on the left side of the employee's Official Personnel File for the duration of the service agreement. The Human Resources Office will also maintain functional files of all recruitment incentive actions.

Chapter 3

RELOCATION INCENTIVE

3-1. AUTHORITY. 5 USC 5753 and 5 CFR part 575, subpart B

3-2. INTRODUCTION. The Nebraska National Guard may pay a relocation incentive to a current employee who must relocate to accept a position in a different geographic area if management determines that the position is likely to be difficult to fill in the absence of an incentive. A relocation incentive may be paid only when the employee's rating of record under an official performance appraisal is at least "Meets Standards". The employee must sign an agreement to fulfill a period of service with the Nebraska National Guard to receive a relocation incentive. An employee serving under a service agreement for a relocation incentive is not eligible for consideration of a retention incentive. However, an employee already receiving a retention incentive may receive a relocation incentive if the conditions described in the retention incentive justification still apply and are documented. This relocation incentive plan applies uniformly across the Nebraska National Guard.

3-3. COVERED POSITIONS. A relocation incentive may be paid to an eligible individual who relocates to another geographic area in a General Schedule (GS) or prevailing rate (FWS) position. Employment status may be permanent or indefinite. Relocation may be on a permanent basis or on a temporary basis, (temporary relocations must be for a minimum of 6 months).

3-4. EXCLUDED POSITIONS. Temporary technicians are excluded from consideration for a relocation incentive. Temporary relocations of permanent or indefinite employees for less than 6 months are also excluded from consideration of a relocation incentive.

3-5. RELOCATION TO DIFFERENT GEOGRAPHIC AREA. Relocation incentives may be paid to an employee of the Federal Government who must relocate to a different geographic area without a break in service to accept a position in the Nebraska National Guard or to an employee of the Nebraska National Guard who must relocate to a different geographic area (permanently or temporarily) to accept a position. 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, the Human Resources Officer may waive the 50-mile requirement and consider a relocation incentive. In all cases, an employee must establish a residence in the new geographic area before the agency may pay the employee a relocation incentive.

3-6. APPROVAL AUTHORITY. Relocation incentives are requested by the nominating supervisor using the [NGNE TAG 335-1-20](#), *Recruitment / Relocation Incentive Request* and require coordination and certification of the appropriate Commander or Director. These certifications may not be delegated. Additionally, for Air National Guard funded positions, the Wing Comptroller must certify the availability of funds. Funding for Army National Guard positions must be approved by the Human Resources Office Program Analyst. Actions without the appropriate certifications will not be approved.

Approval authority for relocation incentives is delegated by The Adjutant General to the Human Resources Officer. In the event of his/her absence, a Supervisory Human Resources Specialist in the Human Resources Office may approve time-critical relocation incentive actions. In all circumstances, relocation incentives must be in accordance with statutory and regulatory requirements and this implementation plan.

3-7. APPROVAL CRITERIA. For each determination to pay a relocation incentive, the Nebraska National Guard must document, in writing, the basis for determining that the position is likely to be difficult to fill in the absence of a relocation incentive, the amount and timing of the incentive payments, and the length of the service period. The determination to pay a relocation incentive must be made before the employee reports to the new duty station. Requests for a relocation incentive received after the employee reports to the new duty station will be disapproved.

The Nebraska National Guard may determine that a position is hard to fill if the agency is likely to have difficulty recruiting candidates with the competencies (i.e., knowledge, skills, abilities, behaviors, and other characteristics) required for the position (or group of positions) in the absence of a relocation incentive based on various consideration of factors.

3-8. **GROUPS OF EMPLOYEES.** Determinations to pay a relocation incentive must generally be made on a case-by-case basis. The Nebraska National Guard may waive the case-by-case approval requirement when the employee is a member of a group of employees subject to a mobility agreement or when a major organizational unit is being relocated to a new duty station. Under such a waiver, the Nebraska National Guard must specify the group of employees covered, the conditions under which the waiver is approved, and the period of time during which the waiver may be applied. Groups of employees must be approved for relocation incentives using the same criteria that apply to individuals.

3-9. **PAYMENT.** The incentive may be paid in a lump sum or installments commencing at the beginning of the service period. The maximum relocation incentive that may be authorized is 25 percent per year. For computing an annual rate for an employee who does not have a scheduled annual rate of basic pay, multiply the applicable hourly rate in effect at the beginning of the service period by 2,087. The Nebraska National Guard may not pay a relocation incentive until the employee establishes a residence in the new geographic area.

3-10. **DOCUMENTATION OF JUSTIFICATION.** The [NGNE TAG 335-1-20](#), *Recruitment / Relocation Incentive Request* will be used to document the justification for payment of a relocation incentive by the Nebraska National Guard. Specifically, nominating supervisors must document that the position is hard to fill by addressing all of the following criteria:

- a. Criteria used to establish the percentage of the Relocation Incentive;
- b. Unsuccessful efforts to recruit candidates for the position or similar positions;
- c. Turnover in this position or similar positions;
- d. Labor market factors and special qualifications needed for the position.

3-11. **SERVICE AGREEMENT.** Before receiving a relocation incentive, an employee must sign a [NGNE TAG 335-1-21](#), *Service Agreement for Recruitment / Relocation Incentive*. This is a written agreement to complete a specified period of employment with the agency. The service agreement must specify the length of the service period, beginning and ending dates, the amount of the incentive, the method and timing of incentive payments, the conditions under which an agreement will be terminated by the agency, any agency or employee obligations if a service agreement is terminated (including the conditions under which the employee must repay an incentive), and any other terms and conditions for receiving and retaining a relocation incentive. The [NGNE TAG 335-1-21](#) must be submitted to the Human Resources Office prior to final approval and payment of an incentive. Requests without a properly executed service agreement will be disapproved.

3-12. **SERVICE PERIOD.** The employee's required service period may not be less than 6 months and may not exceed 4 years. The service period begins upon commencement of service at the new duty station. The service period must begin on the first day of a pay period and end on the last day of a pay period to determine the number of years in a service period, divide the total number of calendar days in the service period by 365 and round the result to 2 decimal places. For example, a service period covering 39 biweekly pay periods equals 546 days, and 546 days divided by 365 days equals 1.50 years.

3-13. **CALCULATING INCENTIVE AMOUNTS.** The total incentive amount is calculated by multiplying the employee's annual rate of basic pay (at the beginning of the service period) (x) incentive percentage (x) length of the service period. While the maximum amount payable is 25 percent, management officials should set the incentive at a level that is adequate for recruitment but still exercises proper financial restraint.

In the example below, the maximum relocation incentive amounts shown are based on an annual rate of basic pay of \$52,708 at the beginning of the service period, including locality pay. Note that the amounts shown are the maximum incentive amounts that may be paid for the stated period of service. The Nebraska National Guard may always choose to pay a lower incentive rate for the same period of service.

Length of Service Agreement	Maximum Incentive Amount	Formula (Annual Pay Rate X Maximum Annual Incentive Percentage X Years In Service Period)
½ year	\$6,558	\$52,708 X 25% X .5 years
1 year	\$13,177	\$52,708 X 25% X 1 year
1 ½ year	\$19,765	\$52,708 X 25% X 1.5 year
2 year	\$26,354	\$52,708 X 25% X 2 year
2 ½ year	\$32,942	\$52,708 X 25% X 2.5 year
3 year	\$39,531	\$52,708 X 25% X 3 year
4 year	\$52,708	\$52,708 X 25% X 4 year

3-14. AGGREGATE PAY LIMITATION. An executive branch employee may not receive any basic salary, locality payment, incentive, allowance, differential, bonus, award, premium pay, or similar cash payment that would cause the employee's aggregate compensation to exceed the rate for level I of the Executive Schedule on the last day of that calendar year.

3-15. TERMINATION OF SERVICE AGREEMENT.

a. DISCRETIONARY - The Nebraska National Guard may unilaterally terminate a relocation incentive service agreement based solely on management needs, in which case the employee is entitled to relocation incentive payments attributable to completed service and to retain any incentive payments already received that are attributable to uncompleted service. This includes employees who move to a different position within the geographic area.

b. MANDATORY - The Nebraska National Guard will terminate a service agreement if an employee is demoted or separated for cause (i.e., conduct), involuntarily separated (i.e., unacceptable performance), receives a rating of record lower than "Meets Standards" during the service period, or otherwise fails to fulfill the terms of the service agreement. In such cases, the employee may retain any relocation incentive payments attributable to completed service, but must repay any portion of the incentive attributable to uncompleted service. The Nebraska National Guard will notify an employee in writing when it terminates a relocation incentive service agreement. The termination of a service agreement is not grievable or appealable.

3-16. RECOVERING A DEBT OWED THE GOVERNMENT. If an employee must repay a portion of a relocation incentive and fails to reimburse the Nebraska National Guard for the full amount owed, the amount outstanding must be recovered from the employee under the Department of Defense regulations for collection by offset from an indebted Government employee under 5 USC 5514 and 5 CFR part 550, subpart K, or through the appropriate provisions governing Federal debt collection if the individual is no longer a Federal employee.

3-17. DOCUMENTATION AND RECORDKEEPING REQUIREMENTS. The [NGNE TAG 335-1-20](#) *Recruitment / Relocation Incentive Request* and [NGNE TAG 335-1-21](#), *Service Agreement for Recruitment / Relocation Incentive* will be used to document the requirements, justification, certifications, service agreement, and approval of a relocation incentive. The approved forms will be filed on the left side of the employee's Official Personnel File for the duration of the service agreement. The Human Resources Office will also maintain a functional file of all relocation incentive actions.

Chapter 4

RETENTION INCENTIVE

4-1. AUTHORITY. 5 USC 5754 and 5 CFR part 575, subpart C

4-2. INTRODUCTION. The Nebraska National Guard may pay a retention incentive to a current employee if the Nebraska National Guard determines that the unusually high or unique qualifications of the employee, or a special need of the agency for the employee's services makes it essential to retain the employee and that the employee would likely leave the Nebraska National Guard in absence of a retention incentive. A retention incentive may be paid only when the employee's rating of record under an official performance appraisal or evaluation system is at least "Meets Standards." This retention incentive plan applies uniformly across the Nebraska National Guard.

4-3. LIKELY TO LEAVE. The determination that an employee is actively seeking other employment opportunities outside the Nebraska National Guard or has received a written job offer for employment outside the Nebraska National Guard Technician Program.

4-4. COVERED POSITIONS. A retention incentive may be paid to an eligible individual in a General Schedule (GS) or prevailing rate (FWS) position. Employment status may be permanent or indefinite.

4-5. EXCLUDED POSITIONS. Positions already currently covered by a service agreement for a recruitment incentive or relocation incentive are excluded from consideration for a retention incentive. Once the service agreements have expired, individuals may be considered for a retention incentive. Temporary employees and employees with a less than "Meets Standards" performance rating on their last technician performance appraisal are excluded from receiving a retention incentive. The basis on determining "likely to leave" excludes military technicians who are seeking AGR tours or State Active Duty positions.

4-6. REQUESTS. Retention incentives are requested by the nominating supervisor using the [NGNE TAG 335-1-40](#), *Retention Incentive Request* and require coordination and certification of the appropriate Commander or Director. These certifications may not be delegated. The Wing Comptroller must certify the availability of funds for Air National Guard funded positions. The Human Resources Office Program Analyst must certify the availability of funds for Army National Guard funded positions. Actions without the appropriate certifications will be disapproved.

4-7. APPROVAL AUTHORITY. Approval authority for retention incentives is delegated by The Adjutant General to the Human Resources Officer. In the event of his/her absence, a Supervisory Human Resources Specialist in the Human Resources Office may approve time-critical retention incentive actions. In all circumstances, retention incentives must be in accordance with statutory and regulatory requirements and this implementation plan.

4-8. APPROVAL CRITERIA. For each determination to pay a retention incentive, the supervisor must document, in writing, the basis for determining that the unusually high or unique qualifications of the employee or a special need of the agency for the employee's services make it essential to retain the employee and that the employee would likely leave technician employment in the absence of a retention incentive. Management must also consider the extent to which the employee's departure would affect the Nebraska National Guard's ability to carry out an activity or perform a function that is essential to the mission of the Nebraska National Guard, the success of recent efforts to recruit candidates with similar qualifications, and the availability of qualified candidates in the labor market.

4-9. GROUPS OF EMPLOYEES. The Nebraska National Guard may "target" retention incentives to groups of similar positions, which have historically been difficult to fill and retain. However, retention incentives are determined on an individual basis and not paid based on occupying a "targeted" position.

4-10. PAYMENT. The Nebraska National Guard must establish a retention incentive rate for the employee, expressed as a percentage of the employee's rate of basic pay, not to exceed 25 percent. The retention incentive will be paid in bi-weekly installments after the completion of the specified period of

service (two weeks). The Nebraska National Guard may not pay a retention incentive as an initial lump-sum payment at the start of service or in advance of service. Retention incentives will not be paid to individuals in a non-pay status (Leave Without Pay - LWOP). The Nebraska National Guard may not offer or authorize a retention incentive for an individual prior to employment with the agency and may not begin paying a retention incentive during the service period established by an employee's recruitment or relocation incentive service agreement. However, a relocation incentive may be paid to an employee who is already receiving a retention incentive if the employee remains in the same occupational series.

4-11. DOCUMENTATION OF JUSTIFICATION. The [NGNE TAG 335-1-40](#), *Retention Incentive Request* will be used to document the justification for payment of a retention incentive by the Nebraska National Guard. Requests that are not supportable will be disapproved. Specifically, nominating supervisors must document that the employee is likely to leave the Nebraska National Guard without receiving a retention incentive and must address all of the following areas:

- a. Criteria used by the supervisor to establish the percentage of the retention incentive;
- b. Unusually high or unique qualifications of the employee or special need for the employees services;
- c. Extent to which the employee's departure would affect the Nebraska National Guard's ability to carry out an activity, or perform a function that is essential to the mission of the Nebraska National Guard, and;
- d. Success of recent efforts to recruit candidates with similar qualifications and the availability of qualified candidates in the labor market.

4-12. CALCULATING INCENTIVE AMOUNTS. The incentive percentage is determined as the least amount possible to retain the employee. The incentive amount is calculated by multiplying the employee's annual rate of basic pay at the beginning of the service period (x) incentive percentage. The maximum retention incentive the Nebraska National Guard may authorize is 25 percent.

4-13. RETENTION INCENTIVE CONDITIONS. Before receiving a retention incentive, an employee must sign a written condition statement. [NGNE TAG 335-1-41](#), *Retention Incentive Conditions* has been developed to document their understanding of these conditions. It must be signed by the employee and accompany the [NGNE TAG 335-1-40](#), *Retention Incentive Request*. Requests without a properly executed conditions statement will be returned without action. The statement describes:

- a. That a retention incentive may be paid as long as the conditions giving rise to the original determination to pay the incentive still exist,
- b. That managers may reduce or terminate an incentive if, for example, a lesser amount would be sufficient to retain the employee, the agency no longer feels a retention incentive is warranted for the position, or for budget considerations,
- c. Recipients are cautioned to avoid placing themselves in financial jeopardy. Advance notice is not required to be given to an employee when a retention incentive is being reduced or terminated,
- d. Supervisors are required to review, at least annually, the conditions warranting continuation of the retention incentive. Annual re-certifications not received in the Human Resources Office by the annual anniversary review date will be terminated on the anniversary date by Human Resources Office,
- e. A disciplinary or adverse action (e.g. written reprimand, suspension) or a technician appraisal system rating of unsatisfactory exclude employees from continuation of a retention incentive.

4-14. SERVICE AGREEMENT. A service agreement is not required as the incentive is paid bi-weekly.

4-15. AGGREGATE PAY LIMITATION. An executive branch employee may not receive any basic salary, locality payment, incentive, allowance, differential, bonus, award, premium pay, or similar cash payment that would cause the employee's aggregate compensation to exceed the rate for level I of the Executive Schedule on the last day of that calendar year.

4-16. PERFORMANCE APPRAISALS. At a minimum, a technician performance appraisal rating of "Meets Standards" is required for an employee to receive a retention incentive. However, a performance appraisal is often not available for a new employee. Supervisors may consider a new employee for a

retention incentive as long as he/she is performing in a satisfactory manner, in these situations where a current or historical appraisal is not available, a presumptive performance rating of "Meets Standards" is considered. Supervisors should consider past or historical performance ratings for this requirement and send justification for such accordingly.

4-17. PAYMENT. A retention incentive once approved will be paid in bi-weekly installments after the completion of the specified period of service (two weeks). Payments are received along with normal salary. However, if payment of a retention incentive will make the employee exceed the aggregate limitation on pay, the "excess" payment amount will be paid on the first full pay period at the beginning of the following calendar year.

4-18. TERMINATION OF RETENTION INCENTIVE.

a. DISCRETIONARY. The Nebraska National Guard may unilaterally terminate a retention incentive based solely on management needs (i.e. budget).

b. MANDATORY. The Nebraska National Guard will terminate a retention incentive if an employee is demoted for cause (i.e., conduct), receives a rating of record lower than "Meets Standards" while receiving the incentive, failure to annually re-certify the retention incentive, or if the employee is moved to another position (management directed or voluntary). The Nebraska National Guard will notify an employee when it terminates a retention incentive service agreement by issuing a SF-50, Notification of Personnel Action. By law, the termination of a retention incentive may not be appealed.

4-19. CONTINUATION, REDUCTION, OR TERMINATION OF A RETENTION INCENTIVE. The Nebraska National Guard must review each retention incentive annually to determine whether payment is still warranted and to certify the documentation in writing.

a. CONTINUATION. Annual re-certifications are documented by the supervisor on the [NGNE TAG 335-1-42](#), *Annual Recertification of Retention Incentive*. A completed [NGNE TAG 335-1-42](#) must arrive at the Human Resources Office 30 days before the annual recertification date. The [NGNE TAG 335-1-42](#) is only used to continue an earlier approved retention incentive, which the conditions and requested percentage is not changing. The retention incentive will be terminated if documentation is not received.

b. INCREASES. To increase a percentage amount of a retention incentive, supervisors must submit [NGNE TAG 335-1-40](#), *Retention Incentive Request* and [NGNE TAG 335-1-41](#) *Retention Incentive Conditions*.

c. REDUCTION. To decrease a percentage amount on a retention incentive, supervisors must submit the [NGNE TAG 335-1-40](#), *Retention Incentive Request* and the [NGNE TAG 335-1-41](#) *Retention Incentive Conditions*.

d. TERMINATION. To terminate a retention incentive, a management official (supervisor, commander, or director) must submit a Standard Form 52, Request for Personnel Action (SF52) to the Human Resources Office that clearly identifies the individual(s), the effective date of the requested termination of retention incentive, and reason(s) for the termination. Normally, a termination of a retention incentive is made effective at the beginning of the next pay period.

4-20. DOCUMENTATION AND RECORDKEEPING REQUIREMENTS. [NGNE TAG 335-1-40](#), *Retention Incentive Request*, [NGNE TAG 335-1-41](#) *Retention Incentive Conditions*, and [NGNE TAG 335-1-42](#) *Annual Recertification of Retention Incentive* have been created to document the requirements, justification, certifications, re-certification and approval of a retention incentive. The approved forms will be filed on the left side of the employee's Official Personnel File while the employee is receiving a retention incentive. The Human Resources Office will also maintain functional files of all retention incentive actions.

CHAPTER 5

ADVANCED IN-HIRING RATES BASED ON
SUPERIOR QUALIFICATIONS

5-1. AUTHORITY. 5 USC 5333 and 5 CFR 531.203

5-2. ELIGIBILITY. Individuals hired at advanced rates under this authority must either have unusually high qualifications for the particular position and be forfeiting income that would justify a salary above the base pay for the grade or have a unique combination of education and experience that meets a special need of the organization. Individuals hired at advanced rates must be entering Federal service for the first time or must be returning to Federal employment after a break in service of 90 days or more.

5-3. REQUEST AND APPROVAL PROCEDURES. All proposed superior qualification appointments must be submitted with full justification to the HRO for review and approval. The request must include:

- a. The superior qualifications of the individual or special need of the organization that justified use of this authority;
- b. The factors considered in determining the individual's existing pay and the reason for setting pay at a rate higher than that needed to match existing pay;
- c. Rationale for advanced in-hire rate verses a recruitment bonus; and
- d. A comparison of the individual's qualifications and those of other well-qualified and available candidates with respect to the specific qualification standards and criteria used to evaluate the candidates.

5-4. PAYMENT. Individual's basic rate of pay will be set at a rate no more than 20% greater than the individual's current rate of pay.

5-5. DOCUMENTATION AND REPORTING. All documents relating to an appointment using this pay authority will be maintained in the technician vacancy announcement file. The following information will be reported to higher headquarters by November 15 of each year:

- a. The number of actions taken under this authority;
- b. Significant problems, if any, encountered with use of the authority;
- c. Benefits, if any, derived from the use of the delegation.

CHAPTER 6
STUDENT LOAN REPAYMENT

6-1. AUTHORITY. 5 USC 5379 and 5 CFR 537

6-2. INTRODUCTION. This plan applies to Title 32, National Guard Technicians. Loan repayments are limited to \$10,000 a year and a lifetime limit of \$60,000. Payments may be applied only to the indebtedness outstanding at the time the Nebraska National Guard and employee enter into an agreement, and may not begin before the employee enters on Technician duty with the Nebraska National Guard. Repayment is limited to outstanding federally insured loans made by education institutions or banks, and other private lenders as authorized by the Higher Education Act of 1965 and the Public Health Service Act. Examples of qualifying loans are listed in Appendix A.

6-3. ELIGIBILITY. Student loan repayments may be offered to recruit or retain:

- a. Permanent employees, or
- b. Indefinite employees whose appointment is expected to exceed 3 years, or
- c. Term employees with at least 3 years left on their appointment.

6-4. CRITERIA FOR PAYMENT - RECRUITMENT. Loan repayment may be authorized upon determination that, in the absence of loan repayment benefits, the Nebraska National Guard would have difficulty filling a position with a highly qualified candidate. Each determination and the amount to be paid must be made before the employee enters on duty. Evidence of need may be based on:

- a. The success of recent efforts to recruit suitable candidates for similar positions, including such indicators as offer acceptance rates, the proportion of positions filled, and the length of time required to fill positions;
- b. Recent turnover in the same or similar positions;
- c. Labor market factors that affect the ability to recruit for similar positions;
- d. Any special qualifications needed.

This determination must be in writing and must document the criteria used to determine the amount of loan repayment benefits. Managers may consider the following criteria in deciding the amount:

- a. The severity of the recruiting problem;
- b. Salary levels reported in published salary surveys for comparable non-Federal positions;
- c. The importance/criticality of the position to be filled and the effect on the Nebraska National Guard if it is not filled or if there is a delay in filling it;
- d. Current salary of the candidate;
- e. Salary documented in a competing job offer;
- f. The disparity in cost of living between the candidate's current residence and the proposed duty station;
- g. The projected cost of further recruitment effort if the candidate does not accept the position;

h. The extent of the individual's past training and experience that serves to qualify him/her for the position;

i. Budget availability.

6-5. **CRITERIA FOR PAYMENT - RETENTION.** Loan repayment may be authorized upon determination that, in the absence of loan repayment benefits, the agency would have difficulty retaining a highly qualified employee. Evidence of need may be based on:

a. The unique or high qualifications of the employee or the special need for the employee's services that makes it essential to retain him/her;

b. The likelihood the employee would leave for employment outside the Federal service if he/she does not receive loan repayment benefits;

c. The extent to which the employee's departure would affect the agency's ability to carry out an activity or perform a function that is deemed essential to the Agency's mission.

This determination must be in writing and must document the criteria used to determine the amount of the loan repayment benefit. Managers may consider the following criteria in deciding the amount:

a. Salary levels reported in published salary surveys for comparable non-Federal positions;

b. Salary documented in a competing job offer;

c. The importance/criticality of the position and the effect on the agency if the employee were to leave;

d. The projected cost of recruitment and training associated with replacement of the employee;

e. The length of service of the employee with the [agency];

f. Budget availability.

6-6. **TERMINATION OF BENEFITS.** An employee receiving loan repayment benefits will be ineligible for continued benefits if he/she separates from the agency for any reason; fails to maintain a fully satisfactory level of performance; or violates any of the conditions of the service agreement.

6-7. **SERVICE AGREEMENT.** Before any loan repayment may be made, the employee must sign a written agreement to serve a minimum of 3 years with Nebraska National Guard, regardless of the amount of repayment authorized. This 3-year period will begin when the first payment is made to the holder of the loan. Any further repayment made after the initial agreement has been completed will extend the service agreement by 1 additional year for each additional payment made. The agreement may specify employment conditions considered appropriate, such as, but not limited to, the employee's position and the duties he/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.

6-8. **FAILURE TO COMPLETE A SERVICE AGREEMENT.** An employee who, voluntarily or because of performance or misconduct, fails to complete the agreed-upon period of service must refund the full amount of benefits received during the initial 3-year period. Employees who fail to complete the period of service under a 1-year extension (e.g., 4th year, 5th year), must repay the amount of the benefits received in the extension year only. If an employee fails to reimburse the agency, the amount outstanding will be recovered from the employee under established debt collection procedures.

6-9. WAIVER OF REPAYMENT. Repayment may be wholly or partially waived at the discretion of the Nebraska National Guard if recovery would not be in the public interest or would be against equity and good conscience. In making this determination, the Nebraska National Guard will take into account consistency, fairness, and the cost to the taxpayer of recovering monies owed to the government. When an employee is separated by death or disability retirement, or is unable to continuing working because of disability evidenced by acceptable medical documentation, repayment is automatically waived.

6-10. PROCEDURES FOR MAKING LOAN REPAYMENTS. Payments will be made directly to the lending institution holding the loan on behalf of the employee. One payment will be made each year for the duration of the service agreement. Step by step instructions are contained in Appendix B. Payments may be applied only to indebtedness outstanding at the time the agreement is signed, and no payment may be made before an employee enters on duty. Loan repayment benefits made under this authority are in addition to basic pay. These benefits are subject to Federal income tax, 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.

6-11. DOCUMENTATION AND RECORDKEEPING REQUIREMENTS. [NGNE TAG 335-1-60](#), *Request and Approval of Student Loan Repayment*, [NGNE TAG 335-1-61](#) *Student Loan Repayment Service Agreement*, and [NGNE TAG 335-1-62](#) *Outstanding Loan Information* have been created to document the service agreement, requirements, justification, certifications, re-certification and approval of a student loan repayment. The approved forms will be filed on the left side of the employee's Official Personnel File while the employee is receiving a loan repayment benefit. The Human Resources Office will also maintain functional files of all student loan repayment actions.

Appendix A

Loans made or insured under the Higher Education Act of 1965 include the following:

Federal Family Education Loans (FFEL)

- Subsidized Federal Stafford Loans
- Unsubsidized Federal Stafford Loans
- Federal PLUS Loans
- Federal Consolidation Loans

William D. Ford Direct Loan Program (Direct Loans)

- Direct Subsidized Stafford Loans
- Direct Unsubsidized Stafford Loans
- Direct PLUS Loans
- Direct Subsidized Consolidation Loans
- Direct Unsubsidized Consolidation Loans

Federal Perkins Loan Program

- National Defense Student Loans (made before July 1, 1972)
- National Direct Student Loans (made between July 1, 1972 , and July 1, 1987)
- Perkins Loans (made after July 1, 1987)

Loans made or insured under the Public Health Service Act include the following:

- Loans for Disadvantaged Students (LDS)
- Primary Care Loans (PCL)
- Nursing Student Loans (NSL)
- Health Professions Student Loans (HPSL)
- Health Education Assistance Loans (HEAL)

Appendix B

Payroll Processing Instructions for Student Loan Repayments

1. GENERAL. Agencies may distribute up to \$10,000 per year, per eligible employee with a maximum repayment of \$60,000. Other contingencies of the Student Loan Repayment Program are as follows:

a. Repayment authority is limited to loans made under (1) parts B, D and E of Title IV of the Higher Education Act of 1965 and (2) part A, Title VII and part E, Title VIII of the Public Service Health Act;

b. Employees must maintain an acceptable level of performance in order to be eligible to continue in the repayment program;

c. Selection of employees to receive benefits must be in accordance with merit principles;

d. Eligible employees must sign a service agreement that stipulates that they must remain an employee of that service for a period of no less than 3 years for the first disbursement of funds, and a negotiable time owed for any further disbursements. If the employee should separate from the agency within the first 3 years after disbursement, they may have to reimburse the agency for the amount of funds received.

2. INSTRUCTIONS.

a. The Human Resources Office will process a Request for Personnel Action (RPA) with a Nature of Action Code (NOAC) 817 - Student Loan Repayment. Each fiscal year, agencies must submit a RPA, NOAC 817 for each employee authorized to receive student loan repayment benefits in that fiscal year. The agency must submit a RPA, NOAC 817 for an employee upon the initial authorization of student loan repayment benefits and in any subsequent fiscal year in which benefits are authorized to be paid. If student loan repayment benefits are not authorized to be paid in a subsequent fiscal year, the agency does not need to submit an NOAC 817 for that fiscal year, even if the employee has not yet fulfilled the service agreement.

b. The RPA will be completed as follows:

(1) NOAC 817 - Student Loan Repayment

(2) LEGAL AUTHORITY CODE. An entry in the Legal Authority field is not required.

(3) AWARD AMOUNT. Indicate in the Award Amount field the amount authorized to be paid during that fiscal year, not to exceed \$10,000 per calendar year.

(4) EFFECTIVE DATE. Use the beginning of the current pay period.

c. The following information must be provided to the USPFO Comptroller / Wing Comptroller - Payroll in order to process the reimbursement request: a copy of the signed service agreement and a copy of the statement from the employee's lending institution verifying the indebted amount as well as the account and EFT routing numbers.

d. WITHHOLDING and POSTING LOAN REPAYMENT. The employment tax withholding due on supplemental wages are calculated under the flat rate method. The correct amount of Federal income tax withholdings is calculated by taking a flat 28 percent of the supplemental wages. State taxes would be calculated based on the employee's current withholdings. Social security tax and Medicare tax withholdings are calculated at the usual rates and are in addition to the 28 percent Federal income tax withholding.

The loan repayment is reported as Wages in Box 1 of Form W-2, Wage, and Tax Statement, and as Medicare Wages in Box 5 of Form W-2. The repayment is also reported as social security wages in Box 3 of Form W2.

**DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NEBRASKA NATIONAL GUARD
RECRUITMENT / RELOCATION INCENTIVE REQUEST**

I. INDIVIDUAL INFORMATION

Name		SSAN	Proposed Technician Report Date
Pay Plan-Series-Grade-Step	Position Title		Name of Organization
Last Appraisal Rating (Relocation Only)	Length of the Service Agreement (months)	Duty Location	

II. DETERMINATION OF THE AMOUNT OF INCENTIVE

Percentage	Criteria Used to Establish the Percentage

III. JUSTIFICATION

Describe in detail all of the following criteria. Failure to address all items will result in the request being returned without action. Information regarding the following areas may be continued on additional pages.

1. Unsuccessful efforts to recruit candidates for this or similar positions.

2. Turnover in this or similar positions.

3. Labor market factors and special qualifications needed for this position.

IV. NOMINATING SUPERVISOR CERTIFICATION

I certify that in the absence of an incentive, difficulty would be encountered in filling this position. The applicant is aware that a *Service Agreement for Recruitment / Relocation Incentive*, [NGNE TAG 335-1-21](#) is required.

Name/Title	Signature	Date	Telephone
------------	-----------	------	-----------

V. COMMANDER/DIRECTOR CERTIFICATION

I concur with this request.

Name	Signature	Date	Telephone
------	-----------	------	-----------

VI. CERTIFICATION OF FUNDING AVAILABILITY

I certify that funds are available for this action.

Name	Signature	Date	Telephone
------	-----------	------	-----------

VII. HUMAN RESOURCES OFFICE USE ONLY

Nature of Action <input type="checkbox"/> 815 Retention Incentive <input type="checkbox"/> 816 Relocation Incentive	Authority VPF 5 USC 5753	Incentive Amount \$	Effective Date
---	-----------------------------	------------------------	----------------

Remarks:

- Member has signed a service agreement valid through _____.
- Current Year Aggregate Limitation on Pay \$ _____ (5 CFR 530.202)
- Annual Rate of Basic Pay x incentive percentage x Length of Service Agreement = Incentive Amount
 _____ x _____ x _____ = \$ _____
- FOR RELOCATION INCENTIVES ONLY: A Relocation Incentive cannot be paid until the member has established a new residence at the new duty location.
- Address of New Residence:

_____, _____ State _____ ZIP Code

REVIEWS/APPROVAL

I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements. A signed *Service Agreement for Recruitment / Relocation Incentive*, [NGNE TAG 335-1-21](#) is attached.

HUMAN RESOURCES SPECIALIST	Signature	Date
SUPERVISORY HUMAN RESOURCES SPECIALIST	Signature	Date
HUMAN RESOURCES OFFICER	Signature	Date

IV. NOMINATING SUPERVISOR CERTIFICATION

I certify that in the absence of a Retention Incentive the employee would likely leave Technician employment in the Nebraska National Guard. The applicant is aware of the conditions for receipt of a Retention Incentive and will sign the *Retention Incentive Conditions*, NGNE TAG 335-1-41.

Name/Title	Signature	Date	Telephone
------------	-----------	------	-----------

V. COMMANDER/DIRECTOR CERTIFICATION

I concur with this request.

Name	Signature	Date	Telephone
------	-----------	------	-----------

VI. CERTIFICATION OF FUNDING AVAILABILITY

I certify that funds are available for this action.

Name	Signature	Date	Telephone
------	-----------	------	-----------

VII. HUMAN RESOURCES OFFICE USE ONLY

Nature of Action	Authority	Retention Incentive Amount	Effective Date
827 RETENTION INCENTIVE	VPN 5 USC 5754(d)(3)(A)	\$	

Remarks:

- Retention Incentive will be terminated unless re-certification is approved by _____
- Current Year Aggregate Limitation on Pay \$ _____
- Annual Rate of Basic Pay x Retention Incentive % x Length of Service Agreement = Incentive Amount
 _____ x _____ x _____ = \$ _____

REVIEWS/APPROVAL

I certify that the information entered on this form is accurate and that the proposed action is in compliance with Statutory and regulatory requirements. A signed *Retention Incentive Conditions*, NGNE TAG 335-1-41, is attached.

HUMAN RESOURCES SPECIALIST	Signature	Date
SUPERVISORY HUMAN RESOURCES SPECIALIST	Signature	Date
HUMAN RESOURCES OFFICER	Signature	Date

**DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NEBRASKA NATIONAL GUARD**

Retention Incentive Conditions

You have been nominated for a Retention Incentive in the Nebraska National Guard Technician program. Here are a few facts about Retention Incentives that you need to know:

1. The Nebraska National Guard may continue payment of a retention incentive as long as the conditions giving rise to the original determination to pay the incentive still exist.
2. Managers may reduce or terminate an incentive, if for example, a lesser amount would be sufficient to retain the employee, the agency no longer feels a retention incentive is warranted for the position, or for budget considerations.
3. Retention incentive recipients are cautioned to not place themselves in financial jeopardy. Retention incentive may, and often will, change due to the fluidity of labor markets, mission requirements, and budget considerations. Do not rely on an awarded retention incentive to pay for the necessities of life. Advance notice is not required to be given to an employee when a retention incentive is being reduced or terminated; the decision to reduce or terminate a retention incentive cannot be grieved or appealed.
4. At a minimum, supervisors will review, at least annually, the conditions warranting continuation of the Retention Incentive.
5. Annual re-certifications not received in the Human Resources Office 30 days prior to the annual anniversary review date will be terminated on the anniversary date by the Human Resources Office.
6. The following situations exclude employees from consideration for, or continuation of, a Retention Incentive:
 - a. Disciplinary or adverse action (e.g. written reprimand, suspension) anytime during the preceding twelve months or while receiving a retention incentive.
 - b. Technician appraisal system rating of "Does Not Meet Standards".

I HAVE READ AND UNDERSTAND THESE CONDITIONS

SIGNATURE

DATE

TYPE/PRINT FULL NAME

**DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NEBRASKA NATIONAL GUARD
SERVICE AGREEMENT FOR RECRUITMENT / RELOCATION INCENTIVES**

Information to Employee: If you are appointed to a Technician position in the Nebraska National Guard, you may be authorized payment of a Recruitment or Relocation Incentive but not both. Title 5 USC 5753 authorizes the payment of this incentive and the collection of the information requested on this form. The information you disclose will be used to determine whether payment of an incentive may be authorized. The information may also be used a) by a Federal, state or local agency when there is an indication of a violation or potential violation of law; b) by the Office of Personnel Management in carrying out its functions; and c) for other routine uses published in accordance with 5 USC 552a. Your failure to provide the information requested and sign the agreement set forth will result in the Incentive not being paid.

1. I hereby understand and agree that: I am being offered a Recruitment Incentive / Relocation Incentive under the following terms.

2. I am being appointed to the position of _____ located in _____.
(title, series and grade) (organization and location)

3. I will remain in this position for a period of _ years _ months from the date I report for duty at my official duty station, unless separated for reasons beyond my control and acceptable to the Nebraska National Guard.
 Beginning Date of Service Period. _____. Ending Date of Service Period _____.

4. Payment of incentive will begin with the first pay period of the service agreement. Payment will be made by Lump Sum payment at beginning of the service period, or Installments according to the following schedule.

Date of Payment	Amount of Payment

5. I understand this incentive must be terminated if I am demoted or separated for cause, or receive a performance rating of less than "Meets Standards". I further understand that the Adjutant General may unilaterally terminate this service agreement for insufficient funds or reassignment to a different type of position.

6. If I fail to complete the agreed period of service specified above or fail to fulfill the terms of this agreement, I will reimburse the Nebraska National Guard for the amount of all benefits received under this agreement that are in excess of the amount attributable to completed service, unless separated for reasons beyond my control and acceptable to the Nebraska National Guard. If a management official unilaterally terminates this agreement, I am entitled to all incentive payments I have already received.

7. If I voluntarily seek and accept outside employment, another Technician position, an AGR tour, Counter-Drug Tour, or Statutory Tour position during the period covered by this agreement, I will repay the Nebraska National Guard as described in paragraph 6 above.

8. The service period may be extended by a period of time equal to the number of days of personal leave without pay which exceeds 180 cumulative days in a one year period. The service period will not be extended for time on detail or military duty or in a paid leave status.

9. I understand that I may not grieve or appeal decisions to terminate this agreement.

Typed or Printed Name (Last, First, MI)

SIGNATURE OF EMPLOYEE

DATE SIGNED

Instructions: Attach the signed form to the Incentive Nomination/Justification and forward through the appropriate chain of command to the Human Resources Office. By regulation an Incentive must be approved prior to the effective date of the personnel action.

[NGNE TAG 335-1-21](#) (1 March 2007), Service Agreement for Recruitment / Relocation Incentive

USERS OF THIS PUBLICATION ARE INVITED TO SEND COMMENTS AND SUGGESTED IMPROVEMENTS ON DA FORM 2028 (RECOMMENDED CHANGES TO PUBLICATIONS AND BLANK FORMS) TO TAG-HRO, 1300 MILITARY ROAD, LINCOLN, NE 68508-1090.

FOR THE ADJUTANT GENERAL:

KEVIN L. NEUMANN
COL, IN, NE ARNG
Human Resources Officer

GEORGIA K. KROESE
MAJ, FI, NEARNG
HUMAN RESOURCES OFFICER (MILITARY)
DISTRIBUTION: "Special"
(1 ea. Tech Supv)
(1 ea. Mil Dept. Activity/Organization)