



# THE ADJUTANT GENERAL WYOMING MANUAL

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WYMD-JNT-DJS (HRO)

WYMDM #1400.01A  
17 August 2020

Wyoming National Guard Technician Program Management Recruitment, Relocation and Retention Incentives Plan

References: See Enclosure K.

1. Purpose. This manual establishes and implements the Wyoming National Guard Technician Recruitment, Relocation and Retention Incentive State Program and Plan. Recruitment, Relocation and Retention Incentives are used to attract and retain highly trained and qualified National Guard technicians, and technician candidates, to support program needs and mission requirements; and are consistent with the criteria in law (10 U.S.C., 5 U.S.C. and 32 U.S.C.), Office of Personnel Management (OPM) regulations (Title 5 Code of Federal Regulations), and Department of Defense (DoD) policy (DoDD 1400.25 and DoD 7000.14-R).
2. Alignment. This manual aligns with CNGBM 1405.75.
3. Applicability. This manual applies to all eligible Wyoming Army and Air National Guard Dual Status and Non-Dual Status (NDS), General Schedule (GS) and Federal Wage System (FWS), technicians employed under the authorities and provisions of 32 U.S.C. 709.
4. Policy. This manual provides the Adjutant General's (TAG) policy, procedures and guidelines for the consideration and approval of Recruitment, Relocation and Retention Incentives for National Guard technicians.
5. Definitions. See Enclosure L.
6. Responsibilities.
  - a. The Adjutant General (TAG). Is the "authorized agency official" as defined in 5 CFR 575.202 for the Wyoming National Guard. Establishes policies and programs for the employment and use of National Guard technicians, within Wyoming, in accordance with applicable statutes, OPM and DoD regulations, and NGB policy. In direct support of Recruitment, Relocation and Retention Incentive Programs, the TAG will:

(1) Direct the management, oversight, evaluation, and policy execution of Recruitment, Relocation and Retention Incentive Programs, in writing, to the State Human Resources Officer (HRO).

(2) Establish key indicators and internal management controls to ensure full program compliance that is consistent with the criteria in law, regulations, and policy.

(3) Establish procedures to annually review and certify Retention Incentives to determine the appropriateness of continued payment.

(4) Hold managers and supervisors accountable for the proper management and administration of the Recruitment, Relocation and Retention Incentive Program.

(5) Ensure the execution of Recruitment, Relocation and Retention Incentive Programs, within the Wyoming National Guard, meet Merit Principles and is consistently applied among assigned National Guard technicians in similar circumstances.

b. Human Resources Officer (HRO). Serves as the primary advisor to the TAG for all National Guard technician human resources programs. Manages the National Guard Technician Program within the Wyoming National Guard. In direct support of Recruitment, Relocation and Retention Incentive Programs, the State HRO will:

(1) Establish this State Recruitment, Relocation and Retention Incentive Plan, in accordance with applicable laws, OPM regulations, and DoD and NGB policy that provides detailed and applicable program criteria, options, and requirements for consideration, recommendation, and payment of Recruitment, Relocation and Retention Incentives for technicians in the State National Guard.

(2) Establish key indicators and internal management controls to ensure full program compliance that is consistent with the criteria in law, regulations, and policy.

(3) Ensure annual recertifications are complete, properly documented, and certified by the TAG (signature) prior to continuing payments beyond the annual anniversary date of payment.

(4) Ensure all documentation, specific to the approval and payment of a Recruitment, Relocation or Retention Incentive, is maintained for a period of two years following the completion of the service period.

(5) Terminate all Recruitment, Relocation and Retention Incentives on the effective expiration/termination date; provide the servicing WYARNG or WYANG payroll office with a copy of the Notification of Personnel Action (SF 50) to terminate payment of the incentive; and suspense all termination actions to ensure payments have stopped.

- (6) Meet all reporting requirements identified in Enclosure I.
- (7) Provide NG-J1-TN with a copy of the most current State Recruitment, Relocation and Retention Plan (Enclosure I).
7. Summary of Changes. None.
8. Releasability. This Instruction is approved for public release; distribution is unlimited.
9. Effective Date. This instruction is effective upon publication.

FRANCISCO L. ROMERO  
COL, JA, WY NG  
Human Resources Officer

Enclosure(s)

- A - - Recruitment Incentives
- B - - Relocation Incentives
- C - - Retention Incentives
- D - - Factors for Consideration
- E - - Eligibility Criteria
- F - - Required Documentation
- G - - Justification/Recertification
- H - - Service Agreement
- I - - Timelines
- J - - Incentive Forms and Service Agreements
- K - - References
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## ENCLOSURE A

### RECRUITMENT INCENTIVES

1. Authorization of Recruitment Incentives. A Recruitment Incentive, up to 25 percent of a technician's annual rate of pay, may be offered to a technician who is "newly appointed" (see 5 CFR 575.102) to a position that is difficult to fill in the absence of an incentive.
2. Approval Authority. The authority to approve Recruitment Incentives is vested in the TAG.
3. Determination to Pay. The determination to pay a Recruitment Incentive must be made prior to the effective date of the technician's appointment, when there is a written determination that, in the absence of an incentive, it would be difficult to fill the position. A technician, who has not yet reported to duty must execute (sign) a Service Agreement prior to payment of a Recruitment Incentive.
4. Approval Authority Review. A Recruitment Incentive, and the amount of the incentive, must be reviewed and certified by the TAG prior to payment of a Recruitment Incentive. This Manual establishes the criteria for offering a Recruitment Incentive in advance and the criteria will be consistently applied to other technicians in similar situations. The conditions to make such an offer will be in writing, and comply with 5 CFR 575 Subpart A and DoD 7000-14-R, Volume 8.
5. Service Agreement. Before a Recruitment Incentive is paid, the technician offered a Recruitment Incentive will sign a written Service Agreement to complete a specified period of fulltime technician employment with the Wyoming National Guard. The minimum period of service required is no less than 12-months and no more than 4-years (48-months) of continued employment in the position for which a Recruitment Incentive was approved. The technician's failure to complete the service period, as stipulated in the Service Agreement, will obligate the technician to a pro-rata repayment of the Recruitment Incentive.
6. Payment of a Recruitment Incentive. A Recruitment Incentive is calculated as a percentage (not to exceed 25 percent) of the technician's annual rate of basic pay to include either locality pay or a special rate supplement; is not considered a part of basic pay for any purpose; and may be paid as a lump sum at the beginning of the service period, in bi-weekly installments throughout the service period, as a final lump sum payment upon completion of the full service period, or a combination of these payment methods.

7. Repayment of a Recruitment Incentive. Recruitment Incentive payments, made for periods of time that are not completed in accordance with the technician's written Service Agreement, are overpayments and are subject to the debt collection process outlined in DoD 7000.14-R. The recovery of a technician's debt may not be waived, in whole or in part, by the TAG.
8. Program Oversight and Evaluation. The Chief, National Guard Bureau is responsible for the management, oversight, evaluation, and execution of Recruitment Incentive program policy through the Director, Army National Guard, the Director, Air National Guard, and the Director, J1 Manpower and Personnel (NG-J1-TN).
9. Documentation and Records. The TAG is responsible for ensuring that the basis for a Recruitment Incentive is sufficiently documented. This written documentation will be maintained by the HRO for a period of two years following the completion of the service period.
10. Reporting Requirements. The HRO will complete an annual report, at the end of each Fiscal Year, for submission to NG-J1-TN, not later than 15 October every year. The report will include:
  - a. A description of how the Recruitment Incentive authority was used during the previous fiscal year (e.g. number of incentives offered and accepted).
  - b. The individual percentage and dollar amount of Recruitment Incentives paid to technicians, during the previous fiscal year, by Pay Plan, Series, and Grade.
  - c. A summary statement assessing the effectiveness Recruitment Incentives have on recruiting qualified technicians/technician candidates for positions that are difficult to fill.



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## ENCLOSURE B

### RELOCATION INCENTIVES

1. Authorization of Relocation Incentives. A Relocation Incentive, up to 25 percent of a technician's annual rate of basic pay, may be offered to an assigned technician who must relocate, without a break in service, to accept a position that is difficult to fill in the absence of an incentive, in a different commuting area.
2. Approval Authority. The authority to approve Relocation Incentives, for National Guard technicians, the TAG as the "authorized agency official", as defined in 5 CFR 575.202.
3. Determination to Pay. The determination to pay a Relocation Incentive must be made prior to the technician's date of assignment to the position to which relocated and when there is a written determination that, in the absence of such an incentive, it would be difficult to fill the position. The technician must establish a residence, in the new geographic area, before the Relocation Incentive is paid.
4. Approval Authority Review. A Relocation Incentive, and the amount of the incentive, will be reviewed and certified by the TAG prior to payment of a Relocation Incentive. This Manual establishes the criteria for offering a Relocation Incentive in advance and the criteria will be consistently applied to other technicians in similar situations. The conditions to make such an offer must be in writing, and comply with 5 CFR 575 Subpart B and DoD 7000-14-R, Volume 8.
5. Service Agreement. Before a Relocation Incentive is paid, the technician offered a Relocation Incentive must sign a written Service Agreement to complete a specified period of fulltime technician employment with the National Guard. The minimum period of service required is no less than 12-months and no more than 4-years (48-months) of continued employment in the position for which a Relocation Incentive was approved. The technician's failure to complete the service period, as stipulated in the Service Agreement, will obligate the technician to a pro-rata repayment of the Relocation Incentive.
6. Payment of a Relocation Incentive. A Relocation Incentive is calculated as a percentage (not to exceed 25 percent) of the technician's annual rate of basic pay to include either locality pay or a special rate supplement; is not considered a part of basic pay for any purpose; and may be paid as a lump sum at the beginning of the service period, in bi-weekly installments throughout the service period, as a final lump sum payment upon completion of the full service period, or a combination of these payment methods.
7. Repayment of a Relocation Incentive. Relocation Incentive payments, made for periods of time that are not completed in accordance with the technician's written

Service Agreement, are overpayments and are subject to the debt collection process outlined in DoD 7000.14-R. The recovery of a technician's debt may not be waived, in whole or in part, by the TAG.

8. Program Oversight and Evaluation. The Chief, National Guard Bureau is responsible for the management, oversight, evaluation, and execution of Relocation Incentive program policy through the Director, Army National Guard, the Director, Air National Guard, and the Director, J1 Manpower and Personnel (NG-J1-TN).

9. Documentation and Records. The TAG is responsible for ensuring that the basis for a Relocation Incentive is sufficiently documented. This written documentation will be maintained by the HRO for a period of two years following the completion of the service period.

10. Reporting Requirements. The HRO will complete an annual report, at the end of each Fiscal Year, for submission to NG-J1-TN, not later than 15 October of each year. This report will include:

- a. A description of how the Relocation Incentive authority was used during the previous fiscal year (e.g. number of incentives offered and accepted).
- b. The individual percentage and dollar amount of Relocation Incentives paid to technicians, during the previous fiscal year, by Pay Plan, Series, and Grade.
- c. A summary statement assessing the effectiveness a Relocation Incentive has on relocating a qualified technician to a position that is difficult to fill, in a different commuting area.

## ENCLOSURE C

### RETENTION INCENTIVES

1. Authorization of Retention Incentives. An “individual” Retention Incentive up to 25 percent of a technician’s annual rate of basic pay may be offered to an assigned technician to retain their services in their current position. A Retention Incentive, up to 10 percent of a technician’s annual rate of basic pay, may be offered to an assigned “group” of technicians to retain their services in their current positions. Technicians eligible for a Retention Incentive must have unusually high or unique qualifications; or it has been determined that there is a special need for the technician’s services that makes it essential to retain the technician in their current position(s) and, in the absence of a Retention Incentive, the technician is likely to leave Federal service.
2. Approval Authority - Individual. The authority to approve Retention Incentives, for Wyoming National Guard technicians, is the TAG as the “authorized agency official”, as defined in 5 CFR 575.302.
3. Approval Authority - Group. The authority to approve “group” Retention Incentives, for Wyoming National Guard technicians, is the TAG as the “authorized agency official”, as defined in 5 CFR 575.302.
4. Determination to Pay. An “individual” or “group” Retention Incentive may be considered for approval and payment when the recommending official and TAG certify, in writing, that the unusually high or unique qualifications of the technician, or a special need for the technician’s services makes it essential to retain the technician in their current position and, in the absence of a Retention Incentive, the technician is likely to leave Federal service.
5. TAG Review and Certification. An “individual” or “group” Retention Incentive, and the percentage and amount of the incentive, will be reviewed and certified by the TAG prior to payment of a Retention Incentive. This Manual establishes the criteria for offering a Retention Incentive in advance and the criteria must be consistently applied to other technicians in similar situations. The conditions to make such an offer must be in writing, and comply with 5 CFR 575 Subpart C and DoD 7000-14-R, Volume 8.
6. Service Agreement. Before a Retention Incentive is paid, the technician(s) offered a Retention Incentive must sign a written Service Agreement to complete a specified period of fulltime technician employment with the National Guard. The minimum period of service required is no less than 12-months and no more than 4-years (48-months). The technician’s failure to complete the service period, as stipulated in the Service Agreement, will obligate the technician to a pro rata repayment of the Retention Incentive.

7. Payment of a Retention Incentive. A Retention Incentive is calculated as a percentage (not to exceed 25% for an “individual” or 10% for a “group” incentive) of the technician’s annual rate of basic pay (to include either locality pay or a special rate supplement); is not considered a part of basic pay for any purpose; and may be paid in bi-weekly installments after the completion of specified periods of service or as a single lump sum payment after completion of the full service period. Payment of a Retention Incentive is subject to the aggregate limitation on pay in accordance with 5 CFR Part 530, Subpart B.
8. Annual Recertification Requirement. At least 30-days prior to the annual anniversary date of an approved Retention Incentive, the TAG will review the incentive to determine whether the incentive is still warranted and that the conditions giving rise to the original determination(s) still exist. Annual recertifications will be reviewed by the TAG, using the Wyoming National Guard Annual Incentive Recertification Request Form (Enclosure J) and will be documented in writing. This documentation will be maintained by the HRO for a period of two years following the completion of the service period.
9. Repayment of a Retention Incentive. Retention Incentive payments, made for periods of time that are not completed in accordance with the technician’s written Service Agreement, are overpayments and are subject to the debt collection process outlined in DoD 7000.14-R. The recovery of a technician’s debt may not be waived, in whole or in part, by the TAG.
10. Program Oversight and Evaluation. The Chief, National Guard Bureau is responsible for the management, oversight, evaluation, and execution of Retention Incentive program policy through the Director, Army National Guard, the Director, Air National Guard, and the Director, J1 Manpower and Personnel (NG-J1-TN).
11. Documentation and Records. The TAG is responsible for ensuring that the basis for a Retention Incentive is sufficiently documented every year. This written documentation will be maintained by the HRO for a period of two years following the completion of the service period.
12. Reporting Requirements. The State HRO will complete an annual report, at the end of each Fiscal Year, for submission to NG-J1-TN, not later than 15 October each year. This report will include:
  - a. A description of how Retention Incentives were used during the previous fiscal year (e.g. number of incentives offered and approved).
  - b. The individual percentage and dollar amount of Retention Incentives paid to technicians during the previous fiscal year.

c. A summary statement assessing the effectiveness a Retention Incentive has on retaining qualified technicians in their current position(s).

ENCLOSURE D

FACTORS FOR CONSIDERATION

1. Recruitment and Relocation Incentives. The determination to pay a Recruitment or Relocation Incentive will be documented in writing and reviewed and certified by the TAG prior to paying an incentive. To ensure all Recruitment and Relocation Incentives meet the criteria for payment, consideration will be given to the following factors and their applicability in each case.

a. Availability and quality of candidates possessing the competencies required for the position, including the success of recent efforts to recruit candidates for the position or similar positions using indicators such as offer acceptance rates, proportion of positions filled, and the length of time required to fill similar positions;

b. Salaries typically paid outside the Federal government for similar positions;

c. Recent turnover in similar positions;

d. Employment trends and labor market factors that may affect the agency's ability to recruit candidates for similar positions;

e. Agency efforts to use non-pay authorities, such as special training and work scheduling flexibilities, to resolve difficulties alone or in combination with a recruitment incentive;

f. Desirability of duties/work/organizational environment of the position, or geographical location of the position;

g. Other supporting factors.

2. Retention Incentives. The determination to pay an "individual" or "group" Retention Incentive will be documented in writing and reviewed and certified by the TAG prior to paying an incentive. To ensure all Retention Incentives meet the criteria for payment, consideration will be given to the following factors and their applicability in each case.

a. Employment trends and labor market factors such as the availability and quality of candidates in the labor market possessing the competencies required for the position and who, with minimal training, cost, or disruption of service to the public, could perform the full range of duties and responsibilities of the employee's position at the level performed by the employee;

b. The quality and availability of the potential sources of employees that are identified in any agency succession plan (i.e. succession plans required for leadership positions), who possess the competencies required for the position, and who, with minimal training,

cost, and disruption of service to the public, could perform the full range of duties and responsibilities of the employee's position at the level performed by the employee;

c. The success of recent efforts to recruit candidates and retain employees with competencies similar to those possessed by the employee for positions similar to the position held by the employee;

d. Special or unique competencies required for the position;

e. Agency efforts to use non-pay authorities to help retain the employee instead of or in addition to a retention incentive, such as special training and work scheduling flexibilities, or improving working conditions;

f. The desirability of the duties, work, or organizational environment, or geographical location of the position;

g. Extent to which the employee's departure would affect the agency's ability to carry out an activity, perform a function, or complete a project that the agency deems essential to its mission;

j. Salaries typically paid outside the Federal government for similar positions; and

k. Other supporting factors, including, but are not limited to:

(1) Pay based on a Special Rate Table

(2) Period of time during which a technician received Retention Incentive payments



## ENCLOSURE E

### ELIGIBILITY CRITERION

1. Eligible Technicians/Technician Candidates. Technicians, or technician candidates, eligible for a Recruitment, Relocation or Retention Incentive include Wyoming Army and Air National Guard Dual Status and Non-Dual Status (NDS), General Schedule (GS) and Federal Wage System (FWS), technicians employed under the authorities and provisions of 32 U.S.C. 709. Technicians, being considered for a Recruitment, Relocation or Retention Incentive, must also meet all of the following eligibility criteria:

- a. Currently employed as Dual Status or NDS technician (e.g. does not include technicians on ADOS, AGR or Title 10 Stat Tour)
- b. On a proper appointment (e.g. correct appointment/authority and valid position description)
- c. Conditions of employment are permanent (e.g. temporary, term, or indefinite not eligible)
- d. Probationary year is completed
- e. Tenure is Permanent or Career Conditional (Tenure Group 1 or 2)
- f. All military compatibility requirements are met (for Dual Status only)
- g. Technician has a valid Security Clearance
- h. Last rating of record (e.g. previous rating year) is Fully Successful or higher

2. Ineligible Technicians/Technician Candidates. Technician, or technician candidates, ineligible for a Recruitment, Relocation or Retention Incentive include the following:

- a. Wyoming Army and Air National Guard technicians hired under a temporary appointment authority and/or occupying a temporary position
- b. Wyoming Army and Air National Guard technicians hired under the terms of "indefinite" employment
- c. Technicians without a current performance appraisal (e.g. previous year); or with a performance appraisal of less than "Fully Successful"
- d. Technicians selected for, or occupying, a Dual Status technician Key Staff position
- e. Technicians approved for a voluntary separation incentive

3. Position Change. Retention Incentives will be terminated when a technician is temporarily or permanently assigned to a different position (e.g. detail, temporary promotion, management-directed reassignment, change to lower grade), other than the one for which a Retention Incentive was approved.

4. Non-Pay Status. Retention Incentives will be terminated for a technician who is temporarily or permanently placed in a non-pay technician status (e.g. LWOP, AGR, ADOS, and Title 10 Stat Tour). Upon return to technician employment status the technician may be considered for a Retention Incentive under the following conditions:

a. When returning to the same position for which a Retention Incentive was previously approved; as long as a determination has been made that the incentive is still warranted and the conditions giving rise to the original determination(s) still exist; and as long as the cumulative service period and payments received do not exceed the 4-year (48-month) limit.

b. When returning to a new position; as long as a determination has been made that a Retention Incentive is warranted; and the cumulative service period and payments received do not exceed the 4-year (48-month) limit.



ENCLOSURE F

INCENTIVE DOCUMENTATION REQUIREMENTS

All Recruitment, Relocation, and Retention Incentives must include, at a minimum, the following documentation to allow reconstruction of the action and ensure auditability and accountability of the program.

1. Recruitment Incentives

a. A complete signed copy of the Recruitment Incentive Request Form and Service Agreement provided in Enclosure J. NOTE: TAG signature is required.

b. Documentation to support that the position is likely to be difficult to fill in the absence of an incentive. This documentation must include, but is not limited to:

- (1) Previous Job Vacancy Announcement(s) for the position
- (2) List of applicants and certificate of qualified candidate(s) considered
- (3) Written decision with justification for non-selection of qualified candidate(s)

c. Current Job Vacancy Announcement

2. Relocation Incentives

a. A complete signed copy of the Relocation Incentive Request Form and Service Agreement provided in Enclosure J. NOTE: TAG signature is required.

b. Documentation to support that the position is likely to be difficult to fill in the absence of an incentive. This documentation must include, but is not limited to:

- (1) Previous Job Vacancy Announcement(s) for the position
- (2) List of applicants and certificate of qualified candidate(s) considered
- (3) Written decision with justification for non-selection of qualified candidate(s)

c. Current Job Vacancy Announcement

d. A copy of the technician's last current rating of record (e.g. performance appraisal from previous year)

### 3. Retention Incentives

a. A complete signed copy of the Retention Incentive Request Form and Service Agreement provided in Enclosure J. NOTE: TAG signature is required.

b. Documentation to quantify that the technician is likely to leave Federal service in the absence of an incentive. This documentation may include, but is not limited to:

(1) TAG certification that the technician is likely to leave Federal service in the absence of an incentive

(2) Written job offer from another Federal agency or non-Federal employer, if applicable

(3) Written communications (e.g. e-mail, memo) between the technician and another Federal agency or non-Federal employer indicating the technician's intent to leave the Wyoming Military Department for employment in another Federal agency or Federal service for employment in the civil sector

(4) Licenses, Warrants, Certifications that enhance the marketability of a technician in another Federal agency or the civil sector (e.g. Contract Specialists, IT Specialists, ANG pilots)

c. A copy of the technician's last current rating of record (e.g. performance appraisal from previous year)

d. Employment trends and labor-market analysis for the local commuting area (e.g. Department of Labor employment statistics and salaries for similar positions/occupations in the same geographic area)

e. Documentation citing difficulties in retaining qualified technicians in a targeted position (e.g. unsuccessful recruitment efforts in a 3-5 year window)

4. Annual Recertifications. Must be reviewed and certified by the TAG, using the NGB Annual Incentive Recertification Request Form provided in Enclosure J, and must include documentation that determines that incentive payments are still warranted and that the conditions giving rise to the original determination to pay an incentive still exist.

ENCLOSURE G

JUSTIFICATION/CERTIFICATION

1. Written Justification. Each determination to pay a Recruitment, Relocation or Retention Incentive must be fully documented, in writing, using the applicable NGB Recruitment, Relocation, or Retention Incentive Request Forms provided in Enclosure J. In addition to the information required in Section II of these Forms, the written justification should also include:

a. A determination that a position, or group of positions, are likely to be difficult to fill in the absence of an incentive; or that a technician, or group of technicians, are likely to leave fulltime National Guard employment in the absence of an incentive.

b. The supporting factors used to justify/support the incentive

c. The reasons for determining the amount and timing of the payment(s)

d. The reasons for determining the length of the service period

2. Certification Requirements. Each determination to pay a Recruitment, Relocation, or Retention Incentive must be fully documented, in writing, and certified by the officials identified in Sections III through VIII of the applicable NGB Recruitment, Relocation, or Retention Incentive Request Forms provided in Enclosure J.

3. Recertification Requirements. Annual incentive recertifications must be certified by the officials identified in Sections III through VI of the NGB Annual Incentive Recertification Request Form provided in Enclosure J. Relocation, or Retention Incentive Request Forms provided in Enclosure J.

ENCLOSURE H

RECRUITMENT, RELOCATION AND RETENTION INCENTIVE  
SERVICE AGREEMENT REQUIREMENTS

1. The Service Agreement. Before a Recruitment, Relocation or Retention Incentive is paid, the technician offered an incentive must sign a written Service Agreement to complete a specified period of fulltime technician employment with the Wyoming National Guard. The minimum period of service required is no less than 12-months and no more than 4-years (48-months).

2. Service Agreement Requirements. The Service Agreement, required for payment of a Recruitment, Relocation or Retention Incentive, must be signed by the technician and the HRO and contain the following information:

- a. Period of service (in months and years) agreed to by the technician
- b. Total amount authorized for payment
- c. Beginning and ending dates of the service period (e.g. first and last day of a Pay Period)
- d. Method of payment
- e. Conditions under which a Service Agreement must be terminated
- f. Conditions under which a Service Agreement may be terminated
- g. Extent to which time served in a paid leave or non-pay technician status (e.g. LWOP, AGR, ADOS, and Title 10 Stat Tour) is creditable toward completion of the service period
- h. Consequence of a decision to voluntarily or involuntarily terminate a Service Agreement (e.g. conditions under which the technician must repay any unearned portion of the incentive already paid/received)
- i. Statement that the decision to terminate a Service Agreement cannot be grieved or appealed

3. Service Agreement Termination. Service Agreements are terminated under conditions deemed to be mandatory or discretionary. The decision to terminate an incentive, or Service Agreement, cannot be grieved or appealed.

a. The TAG must terminate a technician's Service Agreement under the following mandatory conditions:

- (1) Failure to fulfill the terms of the Service Agreement
  - (2) Demotion or separation for cause (e.g. unacceptable performance or conduct)
  - (3) Performance appraisal of less than "Fully Successful", or equivalent, during the service period
  - (4) Temporary or permanent assignment to a different position other than the one for which a Retention Incentive was previously approved (e.g. detail, temporary promotion, management-directed reassignment, change to lower grade), other than the one for which an incentive was approved.
  - (5) Temporary or permanent placement in a non-pay technician status (e.g. LWOP, AGR, ADOS, Title 10 Stat Tour).
  - (6) Selection/assignment to a Dual status technician Key Staff position
- b. The TAG may terminate a technician's Service Agreement under the following discretionary conditions (e.g. needs of the Wyoming National Guard):
- (1) Insufficient funds to continue payment(s)
  - (2) Reduction-in-force
4. Written Notification. The HRO must notify the technician, in writing, when a Service Agreement is terminated. Written notification and acknowledgement will be executed within 3 business days of the decision to terminate the Service Agreement. A copy of the notification memorandum must be maintained by the HRO for a two-year period following the termination of the Service Agreement.
5. Failure to Meet Service Agreement Conditions. A technician's failure to complete the Service Agreement, as specified, will obligate the technician to a pro rata repayment of the incentive.



## ENCLOSURE I

### TIMELINES

1. Annual Recertifications. The TAG must review and certify each Retention Incentive, at least 30-days prior to the anniversary date of a previously approved incentive, to determine the following:
  - a. The incentive is still warranted
  - b. The amount of payment; when the conditions that originally justified payment of a Retention Incentive significantly changed (e.g. increases in basic pay due to promotion, Quality Step Increase, or assignment to a different position with promotion potential)
  - c. The conditions giving rise to the original determination to pay the incentive still exist
2. Recruitment, Relocation, and Retention Incentive Payments. Approved incentive payments will begin on the first day of the next Pay Period following approval by the "authorized agency official". Incentive payments will be terminated on the last day of the Pay Period prior to the Expiration date of the Service Agreement.
3. Terminations and Disapprovals. The HRO will terminate all incentives in DCPDS on the last day of the Pay Period prior to the expiration date of the Service Agreement; and provide the servicing ARNG/ANG payroll office with a copy of the Notification of Personnel Action (SF 50) terminating payment of the incentive.
4. Termination Notifications. The HROs must notify the technician, in writing, when a Service Agreement is terminated. Written notification must be executed within 3 business days of when the Service Agreement is terminated, or disapproved; and maintained by the HRO for a period of two years following the termination of the Service Agreement.
5. Debt Collection Process. Unauthorized incentive payments (e.g. unauthorized payments, disapprovals, failure to complete the terms in the Service Agreement) are overpayments and are subject to the debt collection process outlined in DoD 7000.14-R, DoDFMR, Volume 8. Upon discovery, the HRO must notify the servicing payroll office and USPFO within 3 workdays, to begin the debt collection process. Failure to comply with this requirement places pecuniary liability for the improper disbursement of Federal funds with the TAG.
6. Reporting Requirements. Annual reporting requirements, established by CNGB, include the following:

a. ARNG and ANG Directorates will provide NG-J1 with an annual report (Fiscal Year) no later than 15 October of every year. This report will include a summary of Recruitment, Relocation, and Retention Incentive activities and expenditures, for the previous fiscal year; a description of how Recruitment, Relocation, and Retention Incentives were used, to include number of incentives requested, approved, and disapproved; and a summary statement assessing the effectiveness Recruitment, Relocation, and Retention Incentives had on recruiting and retaining qualified technicians in mission essential occupations.

b. The HRO will provide NG-J1-TN with an annual report (Fiscal Year) no later than 15 October of every year. This report will include a summary of Recruitment, Relocation, and Retention Incentive activities and expenditures, for the previous fiscal year; a description of how Recruitment, Relocation, and Retention Incentives were used, to include number of incentives requested, approved, and disapproved; and a summary statement assessing the effectiveness Recruitment, Relocation, and Retention Incentives had on recruiting and retaining qualified technicians in mission essential occupations

7. State Recruitment, Relocation and Retention Plan. The HRO will provide NG-J1-TN with a copy of the current State Recruitment, Relocation and Retention Plan.

ENCLOSURE J

<b>WYOMING NATIONAL GUARD RECRUITMENT INCENTIVE REQUEST FORM</b>			
<b>I. INDIVIDUAL INFORMATION</b>			
Name (Last, First MI)	SSN	Date Scheduled to Report for Duty	
Position Title	Pay Plan-Series-Grade/Step	PD Number	MOS/AFSC
Selected from Vacancy Number	Unit/Organization of Assignment	Duty Location	
<b>II. JUSTIFICATION AND DETERMINATION OF THE AMOUNT INCENTIVE</b>			
Describe in detail all of the following criteria. This information may be continued on additional pages.			
<b>1. Requested percentage and criteria used to establish the percentage.</b>			
<b>2. Unsuccessful previous efforts to recruit candidates for this or similar positions.</b>			

**3. Turnover in this or similar positions.**

**4. Labor market factors and special qualifications needed for this position.**

**5. Recent efforts to recruit candidates with similar qualifications and the availability of qualified candidates in the labor market.**

<b>III. NOMINATING SUPERVISOR CERTIFICATION</b>			
I certify that in the absence of a Recruitment Incentive, difficulty would be encountered in filling this position. I understand the applicant must sign the Recruitment Incentive Service Agreement upon acceptance of the position.			
Name/Title	Signature	Date	Telephone
<b>IV. COMMANDER/VICE COMMANDER/DIRECTOR CERTIFICATION</b>			
I concur with this request.			
Name/Title	Signature	Date	Telephone
<b>V. CERTIFICATION OF FUNDS</b>			
I certify that funding is available for this action and will not cause the technician to exceed the aggregate pay limit allowed by 5 CFR 530.202.			
Name/Title	Signature	Date	Telephone
<b>VI. HUMAN RESOURCES OFFICER CERTIFICATION</b>			
Nature of Action	Authority	Amount	Date
Remarks:			
<ul style="list-style-type: none"> <li>• Member has signed a Service Agreement valid through _____</li> <li>• Current Year Aggregate Limitation on Pay \$_____ (5 CFR 530.202)</li> <li>• Percentage of Recruitment Incentive _____</li> <li>• Annual Rate of Basic Pay used for Recruitment Incentive amount \$_____</li> </ul> <p style="text-align: center;">\$_____ x _____% x _____ (mos) = \$_____</p>			
<b>VIII. STATE REVIEW/CERTIFICATION</b>			
I certify that the information entered on this form is accurate and that the proposed action complies with statutory and regulatory requirements.			
HRO/DHRO	Signature	Date	
The Adjutant General	Signature	Date	

**WYOMING NATIONAL GUARD  
RECRUITMENT INCENTIVE  
TECHNICIAN SERVICE AGREEMENT**

Information to Technician: If you are appointed to a position in the Federal Government, you may be authorized payment of a Recruitment Incentive. 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 a Recruitment 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.

\_\_\_\_\_  
NAME (Last, First, MI)

\_\_\_\_\_  
POSITION TITLE

\_\_\_\_\_  
DUTY STATION

**I hereby understand and agree that:**

1. I will remain in the position for which this Recruitment Incentive is approved, for a period of \_\_\_\_ months from the date of appointment, unless separated for reasons beyond my control and acceptable to the Wyoming National Guard.
2. Payment of this Recruitment Incentive will be (bi-weekly/lump sum) payments payable at the beginning of the service period. Method of payment may be modified if it exceeds the Aggregate Limitation on Pay.
3. I understand my Recruitment Incentive will be terminated if I am demoted or separated for cause (e.g. conduct, unacceptable performance, involuntarily separation, a performance rating lower than "Fully Successful"); or fail to meet any critical elements on my performance standards; or fail to fulfill the terms of the service agreement. In such cases, I may retain any Recruitment Incentive payments attributable to completed service, but must repay any portion of the incentive payment attributable to uncompleted service.
4. If I voluntarily seek and accept non-Federal employment during the period covered by this agreement, I will repay the Wyoming National Guard as described in paragraph 3 above.
5. The Adjutant General may terminate the Recruitment Incentive service agreement based on the needs of the agency. In this situation, I am entitled to keep any incentive payments received for service completed.

\_\_\_\_\_  
SIGNATURE OF TECHNICIAN

\_\_\_\_\_  
DATE

HRO Instructions: Sign and attach this form to the Recruitment Incentive Request Form. A Recruitment Incentive must be approved prior to the Entrance on Duty (EOD) date.

**FOR HRO USE ONLY**

Entrance on Duty (EOD): \_\_\_\_\_  
Beginning Service Period: \_\_\_\_\_

Incentive Amount: \$ \_\_\_\_\_  
End Service Period: \_\_\_\_\_

<b>WYOMING NATIONAL GUARD RELOCATION INCENTIVE REQUEST FORM</b>			
<b>I. INDIVIDUAL INFORMATION</b>			
Name (Last, First MI)	SSN	Date Scheduled to Report for Duty	
Position Title	Pay Plan-Series-Grade/Step	PD Number	MOS/AFSC
Selected from Vacancy Number	Unit/Organization of Assignment	Duty Location	
<b>II. JUSTIFICATION AND DETERMINATION OF THE AMOUNT INCENTIVE</b>			
Describe in detail all of the following criteria. This information may be continued on additional pages.			
<b>1. Requested percentage and criteria used to establish the percentage.</b>			
<b>2. Unsuccessful previous efforts to recruit candidates for this or similar positions.</b>			

**3. Turnover in this or similar positions.**

**4. Labor market factors and special qualifications needed for this position.**

**5. Recent efforts to recruit candidates with similar qualifications and the availability of qualified candidates in the labor market.**



<b>III. NOMINATING SUPERVISOR CERTIFICATION</b>			
I certify that in the absence of a Relocation Incentive, difficulty would be encountered in filling this position. I understand the applicant must sign the Relocation Incentive Service Agreement upon acceptance of the position.			
Name/Title	Signature	Date	Telephone
<b>IV. COMMANDER/VICE COMMANDER/DIRECTOR CERTIFICATION</b>			
I concur with this request.			
Name/Title	Signature	Date	Telephone
<b>V. CERTIFICATION OF FUNDS</b>			
I certify that funding is available for this action and will not cause the technician to exceed the aggregate pay limit allowed by 5 CFR 530.202.			
Name/Title	Signature	Date	Telephone
<b>VI. HUMAN RESOURCES OFFICER CERTIFICATION</b>			
Nature of Action	Authority	Amount	Date
Remarks: <ul style="list-style-type: none"> <li>• Member has signed a service agreement valid through _____</li> <li>• Current Year Aggregate Limitation on Pay \$_____ (5 CFR 530.202)</li> <li>• Percentage of Relocation Incentive _____</li> <li>• Annual Rate of Basic Pay used for Relocation Incentive amount \$_____</li> </ul> <p style="text-align: center;">\$_____ x _____% x _____(mos) = \$_____</p>			
<b>VIII. STATE REVIEW/CERTIFICATION</b>			
I certify that the information entered on this form is accurate and that the proposed action complies with statutory and regulatory requirements.			
HRO/DHRO	Signature	Date	
The Adjutant General	Signature	Date	

**WYOMING NATIONAL GUARD  
RELOCATION INCENTIVE  
TECHNICIAN SERVICE AGREEMENT**

Information to Technician: If you are appointed to a position in the Federal Government, you may be authorized payment of a Relocation Incentive. 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 a Relocation 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.

_____	_____	_____
NAME (Last, First, MI)	POSITION TITLE	DUTY STATION
<b>I hereby understand and agree that:</b>		
1. I will remain in the position for which this Relocation Incentive is approved, for a period of ____ months from the date of appointment, unless separated for reasons beyond my control and acceptable to the Wyoming National Guard.		
2. Payment of this Relocation Incentive will be made in <u>(bi-weekly or lump sum)</u> only after I have established a residence at the new geographic location. It is my responsibility to inform the HRO of the new address. Method of payment may be modified if it exceeds the Aggregate Limitation on Pay.		
3. I understand my Relocation Incentive will be terminated if I am demoted or separated for cause (e.g. conduct, unacceptable performance, involuntarily separation, a performance rating lower than "Fully Successful"); or fail to meet any critical elements on my performance standards; or fail to fulfill the terms of the service agreement. In such cases, I may retain any Relocation Incentive payments attributable to completed service, but must repay any portion of the incentive payment attributable to uncompleted service.		
4. If I voluntarily seek and accept non-Federal employment during the period covered by this agreement, I will repay the Wyoming National Guard as described in paragraph 3 above.		
5. The Adjutant General may terminate the Relocation Incentive service agreement based on the needs of the agency. In this situation, I am entitled to keep any incentive payments received for service completed.		
_____	_____	_____
SIGNATURE		DATE
HRO Instructions: Sign and attach this form to the Relocation Incentive request form. A Relocation Incentive must be approved prior to relocation to the new geographic area.		

**FOR HRO USE ONLY**

Entrance on Duty (EOD): \_\_\_\_\_  
Beginning Service Period: \_\_\_\_\_

Incentive Amount: \$ \_\_\_\_\_  
End Service Period: \_\_\_\_\_

<b>WYOMING NATIONAL GUARD RETENTION INCENTIVE REQUEST FORM</b>		
<b>I. INDIVIDUAL INFORMATION</b>		
Name (Last, First MI)		SSN
		Proposed Effective Date
Pay Plan-Series-Grade/Step	Position Title	Assigned Organization
Last Appraisal Rating	Appraisal Date	Duty Station Location
<b>II. DETERMINATION OF THE AMOUNT OF RETENTION INCENTIVE</b>		
Requested Percentage	Criteria Used to Determine Amount of Percentage	
<b>III. JUSTIFICATION</b>		
Describe in detail all of the following criteria. This information may be continued on additional pages.		
<p><b>1. Document the technician’s unusually high or unique qualifications. These typically refer to a technician’s competencies, such as knowledge, skills, or abilities. Include training, specialized work experience, formal schools, or certifications relative to this request.</b></p>		

<p><b>2. Document the special needs of the organization to retain the services that make retention essential.</b></p>

**3. Document the extent to which the technician's departure (likely to leave) would affect your organization's ability to carry out an activity or mission, or to perform a function.**

**III. JUSTIFICATION (CONTINUED)**

**4. List any additional considerations for authorizing a Retention Incentive for an individual technician or a group of technicians. An agency must consider the following factors to determine whether the qualifications of a technician, or group of technicians, or a special need of their services, makes it essential to retain the technician, and if the technician(s) is likely to leave Federal service in the absence of a Retention Incentive:**

(a) Describe the availability and quality of candidates in the labor market who possess the competencies required for the position, and who could perform the full range of duties and responsibilities of the technician's position, at the level currently being performed, with minimal training, cost, or disruption of service to the public.

(b) The success of recent efforts to recruit qualified technician candidates and retain technicians with competencies similar to those possessed by technicians in like positions.

(c) Identify special or unique competencies required for the position.

(d) Describe agency efforts to use non-pay authorities to help retain the technician(s) instead of, or in addition to, a Retention Incentive, such as special training and work schedule flexibilities or improving working conditions.

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and Retention Incentives Plan

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WYMDM #1400.01A

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(e) Describe the desirability of the duties, work or organizational environment, or geographic location of the position.

(f) Describe the extent to which the technician's departure would affect the organization's ability to carry out an activity, perform a mission, or complete a project essential to its mission.

(g) List the salaries typically paid, for a like position, outside the Federal Government.

(h) List other supporting factors



<b>IV. NOMINATING SUPERVISOR CERTIFICATION</b>			
I certify that the technician is likely to leave Federal service in the absence of receiving a Retention Incentive. The technician has signed a written Service Agreement.			
Name/Title	Signature	Date	Telephone
<b>V. COMMANDER/VICE COMMANDER/DIRECTOR CERTIFICATION</b>			
I concur with this request.			
Name	Signature	Date	Telephone
<b>VI. CERTIFICATION OF FUNDS</b>			
I certify that funding is available for this action and will not cause the technician to exceed the aggregate pay limit allowed by 5 CFR 530.202.			
Name/Title	Signature	Date	Telephone
<b>VII. HUMAN RESOURCES OFFICER CERTIFICATION</b>			
Nature of Action	Authority	Retention Percentage Amount	Date
<p>Remarks:</p> <ul style="list-style-type: none"> <li>Retention Incentive must be certified on the annual anniversary date of payment _____ (date). Failure to complete recertification will require termination of the Retention Incentive.</li> <li>Base Pay x Retention Incentive % x Service Period = Total Incentive Amount  <math display="block">\text{\\$ } \underline{\hspace{2cm}} \text{ x } \underline{\hspace{2cm}} \% \text{ x } \underline{\hspace{2cm}} \text{ (mos) = } \text{\\$ } \underline{\hspace{2cm}}</math> </li> </ul>			
<b>VIII. STATE REVIEW/CERTIFICATION</b>			
I certify that the information entered on this form is accurate and that the proposed action complies with statutory and regulatory requirements.			
Human Resources Officer	Signature	Date	
The Adjutant General	Signature	Date	

**WYOMING NATIONAL GUARD  
RETENTION INCENTIVE  
TECHNICIAN SERVICE AGREEMENT**

Information to Technician: If you are appointed to a position in the Federal Government, you may be authorized payment of a Retention Incentive. Title 5 USC 5754 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 a Retention 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.

\_\_\_\_\_  
NAME (Last, First, MI)

\_\_\_\_\_  
POSITION TITLE

\_\_\_\_\_  
DUTY STATION

**I hereby understand and agree that:**

1. I will remain in the position for which this Retention Incentive is approved, for a period of \_\_\_\_ months from the effective date of this agreement, unless separated for reasons beyond my control and acceptable to the Wyoming National Guard.
2. Payment of Retention Incentive will be in bi-weekly installments at the full rate of \_\_\_\_% of my regular pay. Method of payment may be modified if it exceeds the Aggregate Limitation on Pay.
3. This incentive will become void if I fail to fulfill the terms of this agreement before the expiration of the agreed service period specified above. Should I fail to fulfill the terms of this agreement, the Human Resources Office will immediately cancel Retention Incentive payments.
4. If I voluntarily seek and accept non-Federal employment during the period covered by this agreement, I will repay the Wyoming National Guard as described in paragraph 3 above.
5. The Adjutant General may terminate the Retention Incentive service agreement based on the needs of the agency. In this situation, I am entitled to keep any incentive payments received for service completed.

\_\_\_\_\_  
SIGNATURE OF TECHNICIAN

\_\_\_\_\_  
DATE

HRO Instructions: Sign and attach this form to the Retention Incentive Request Form.

**FOR HRO USE ONLY**

Entrance on Duty (EOD): \_\_\_\_\_  
Beginning Service Period: \_\_\_\_\_

Incentive Amount: \$ \_\_\_\_\_  
End Service Period: \_\_\_\_\_

<b>WYOMING NATIONAL GUARD ANNUAL INCENTIVE RECERTIFICATION REQUEST FORM</b>			
<b>I. INDIVIDUAL INFORMATION</b>			
Name (Last, First MI)		SSN	Date of Appointment to Current Position
Position Title	Pay Plan-Series-Grade/Step	Assigned PD Number	Compatible MOS/AFSC
Unit/Organization of Assignment		Duty Station Location	
<b>II. INCENTIVE RECERTIFICATION</b>			
<p>The determination to pay an incentive must be reviewed annually to determine if the original conditions for an incentive still apply, and the continued payment of an incentive is still warranted. As indicated, by the signatures below, the following serves to certify that the original conditions to pay an incentive, at the percentage approved, continue to exist.</p> <p>a. The technician is currently assigned to the position cited in the terms of the Service Agreement.</p> <p>b. There are no plans, at this time, to move this technician to a different position in the next 12-months.</p> <p>c. This Retention Incentive, at the percentage approved, is needed to retain this technician (or group of technicians).</p> <p>d. This technician received a "Fully Successful" or higher rating on their last performance appraisal.</p> <p>e. This position will be likely to fill in the absence of an incentive.</p> <p>f. There are sufficient funds to continue to pay this incentive at the percentage approved.</p>			
<b>III. SUPERVISOR CERTIFICATION</b>			
Name/Title	Signature	Date	Telephone
<b>IV. COMMANDER/VICE COMMANDER/DIRECTOR CERTIFICATION</b>			
I concur with this request.			
Name/Title	Signature	Date	Telephone
<b>V. CERTIFICATION OF FUNDS</b>			
I certify that funding is available for this action and will not cause the technician to exceed the aggregate pay limit allowed by 5 CFR 530.202.			
Name/Title	Signature	Date	Telephone
<b>VI. STATE REVIEW/CERTIFICATION</b>			
I certify that the information entered on this form is accurate and that the proposed action complies with statutory and regulatory requirements.			
HRO/DHRO		Signature	Date
The Adjutant General		Signature	Date

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and Retention Incentives Plan  
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ENCLOSURE K

REFERENCES

PART 1. Required Publications

Title 10 United States Code, Chapter 1011, Section 10503

Title 5 United States Code, Chapter 57 Subchapter IV, Sections 3394 and 5312-5317

Title 5 United States Code Parts 231 and 575

Title 32 United States Code, Section 709

Title 5, Code of Federal Regulations, Part 575

DoD Directive 1400.25, "DoD Civilian Personnel Management System", November 25,  
1996

DoD 7000.14-R, Volume 8, "Civilian Pay Policy and Procedures", October 1999

DoD Instruction 1340.23, "Waiver Procedures for Debts Resulting from Erroneous Pay  
and Allowances", February 14, 2006

CNGB Instruction 1400.25, "Technician Personnel Policy", 03 June 2016

Part II. Related Publications

NGB-HRC (690-300) Memorandum, "Decentralization of Personnel Authorities", 21  
June 1995

NG-J1-TN Memorandum, "Recruitment, Relocation, and Retention Incentives", 29 April  
2016

Part III. Prescribed Forms

WYNG Recruitment Incentive Request Form and Service Agreement

WYNG Relocation Incentive Request Form and Service Agreement

WYNG Retention Incentive Request Form and Service Agreement

WYNG Annual Incentive Recertification Request Form

ENCLOSURE L

GLOSSARY

PART I. ABBREVIATIONS AND ACRONYMS

Absent-US	Absent-Uniformed Service
ADOS	Active Duty Operational Support
AGR	Active Guard Reserve
ANG	Air National Guard
ARNG	Army National Guard
CFR	Code of Federal Regulations
CNGB	Chief, National Guard Bureau
DoD	Department of Defense
DoDD	Department of Defense Directive
DoDFMR	Department of Defense Financial Management Regulation
DoDI	Department of Defense Instruction
e.g.	For example
FWS	Federal Wage System
GS	General Schedule
HRO	Human Resources Officer
LWOP	Leave Without Pay
NDS	Non-Dual Status
NGB	National Guard Bureau
NG-J1	National Guard Bureau Director, Manpower and Personnel
NG-J1-TN	National Guard Bureau Office of Technician Personnel
NLT	No Later Than
OPM	Office of Personnel Management
QSI	Quality Step Increase
TAG	The Adjutant General
U.S.C.	United States Code
VCNGB	Vice Chief, National Guard Bureau

PART II. DEFINITIONS

Annual Recertification Date – The 12-month anniversary/effective date of payment of a Retention Incentive.

Competencies -- The knowledge, skills, abilities, behaviors, and other characteristics a technician needs to perform the duties of a given position.

Debt Collection Process -- Incentive payments, made for periods of time that are not completed in accordance with the technician's written Service Agreement, are overpayments and are subject to the debt collection process outlined in DoD 7000.14-R.

Group Retention Incentive -- A monetary incentive offered to a group of technicians assigned to positions in the same occupational series, grade level, geographic location, to retain their services in their current positions in the State National Guard.

Local Commuting Area -- A 50-mile or more radius of the technician's current position/ location of employment.

Newly Appointed Technician -- The first appointment, regardless of tenure, as a fulltime employee of the State National Guard; the appointment of a former technician following a 90-day break in service; or the appointment of a technician on a time-limited, competitive or excepted service appointment, in the preceding 90-days.

Recruitment Incentive -- A monetary incentive offered to a technician, or group of technicians, newly appointed to a position in the State National Guard that is difficult to fill in the absence of an incentive.

Relocation Incentive -- A monetary incentive offered to an assigned technician who must relocate, without a break in service, to accept a position in the State National Guard, that is difficult to fill in the absence of an incentive and is in a different commuting area.

Retention Incentive -- A monetary incentive offered to a technician, or group of technicians, to retain their services in their current position in the State National Guard.

Rate of Basic Pay -- Rate of pay fixed by law or administrative action for the position to which a technician is, or will be, appointed; to include any special rates and locality pay.

Service Agreement -- A written agreement between the State National Guard and the technician under which the technician agrees to a specified period of employment, of not less than 6 months and no more than 4 years, in return for payment of an incentive.

Wyoming National Guard -- For the purposes of this Instruction, this reference includes the Wyoming Army National Guard and Wyoming Air National Guard.