

STATE OF WEST VIRGINIA  
THE ADJUTANT GENERAL'S DEPARTMENT  
CHARLESTON, WEST VIRGINIA 25311

WV Human Resource Office Regulation  
575-1

20 November 2008

**RECRUITMENT INCENTIVE**

**Summary of Changes:** This regulation supersedes WVHROR 575-3, dated 10 August 2007. The purpose of this change is to clarify the definition of Newly Appointed as it relates to eligibility and to more closely align with the provisions of 5 CFR 575.102. This also changes the numbering of the regulation to align with the 5 CFR.

**1. Introduction:** The West Virginia National Guard may pay a recruitment incentive under 5 USC 5753 and 5 CFR § 575, subpart A, to an employee newly appointed to a position that has proven to be difficult to fill in the absence of an incentive. The employee must sign an agreement to fulfill a period of service with the agency to receive a recruitment incentive. This recruitment incentive plan applies uniformly across the West Virginia National Guard.

**2. Definitions:**

**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))

**Involuntary Separation** - A separation initiated by the West Virginia 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.

**Newly Appointed** - Refers to an individual's initial appointment as an employee of the Federal Government, an appointment of a former federal employee after a 90-day break in service, or the appointment of an individual when service during the 90-day period immediately preceding the appointment a time limited appointment or a non-permanent appointment. (i.e. a recruiting incentive may be approved for an individual technician when that technician converts from an "Excepted Appointment Not-to-Exceed (NTE)" to an "Excepted Appointment" without time limitations. Reference 5 CFR § 575.102 (3) (j))

**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. A recruitment incentive is not part of an employee's rate of basic pay for any purpose.

**Separation for Cause** - A separation initiated by the West Virginia 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.

**Service Agreement** - A written agreement between the West Virginia National Guard and a newly appointed employee under which the employee agrees to a specified period of employment with the appointing agency in return for payment of a recruiting incentive. The WV HRO Form 575-1B, Employment Agreement for Recruitment Incentive, will serve as the service agreement for the purpose of a recruiting incentive.

**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). Employment status may be permanent or indefinite.

**4. Excluded Positions:** Temporary technicians are excluded from consideration for a recruitment incentive. Specifically, technicians appointed with time-limitations are not eligible to receive a recruitment incentive.

**5. Groups of Positions:** The West Virginia 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.

**6. Approval Authority:** Recruitment incentives are requested by the nominating supervisor using the WV HRO Form 575-1A, Recruitment Incentive Nomination/Justification, 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 appropriate wing comptroller must certify the availability of funds. Requests without the appropriate certification will be returned without action. Approval authority for recruitment incentive is delegated by The Adjutant General to the Human Resource Officer. In the event of the absence of the Human Resource Officer the Deputy Human Resource Officer may approve time critical recruitment incentive actions. In all circumstances recruitment incentives must be made in accordance with statutory and regulatory requirements and this implementation plan.

**7. Approval Criteria:** For each determination to pay a recruitment incentive, the requesting supervisor must document, on the WV HRO Form 575-1A; 1) the basis for determining that the position is likely to be difficult to fill in the absence of a recruitment

incentive; 2) the amount and timing of the incentive payments; and 3) the length of the service period. The determination to pay a recruitment incentive **must be made before the prospective employee enters on duty** in the position for which recruited. A recruitment incentive will be considered prior to offering a Superior Qualifications Appointment, under WV HRO 531-212, Superior Qualifications Advanced In-Hiring Rates. Requests for a recruiting incentive received after appointment will be returned without action.

The West Virginia National Guard may determine that a position is difficult to fill if the agency has had 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 recruitment incentive based on various consideration of factors.

**8. Payment:** A recruitment incentive may not exceed 25 percent of the employee's annual rate of basic pay in effect at the beginning of the service period multiplied by the number of years (including fractions of a year) in the service period (not to exceed 4 years). The incentive is to be paid as an initial lump-sum payment at the beginning of the service period. In the event that payment of a recruitment incentive would exceed the aggregate limitation in pay, an alternate payment method will be determined.

**9. Documentation of Justification:** Form 575-1A, Recruitment Incentive Nomination/Justification, will be used to document the justification for payment of a recruiting incentive by the West Virginia National Guard. Requests which are not supportable will be returned without action. 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 recruitment incentive;
- b. Unsuccessful efforts to recruit candidates for the position or similar positions;
- c. Turnover in this position or similar positions; and
- d. Labor market factors and special qualifications needed for the position.

**10. Service Agreement:** WV HRO Form 575-1B, Employment Agreement for Recruitment Incentive, has been developed to document the service agreement. Before receiving a recruitment incentive, an employee must sign the WV HRO Form 575-1B agreeing to complete a specified period of employment with the agency. The WV HRO Form 575-1B specifies 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 WV HRO Form 575-1B must

accompany the WV HRO Form 575-1A, Recruitment Incentive Nomination/Justification. Requests without a properly executed service agreement will be returned without action.

**11. Service Period:** The employee's required service period may not be less than 6 months and may not exceed 4 years. The service period must begin upon the commencement of service with the agency and end on the last day of a pay period. An employee serving under a service agreement for a recruiting incentive is not eligible for a retention incentive.

**12. Aggregate Pay Limitation:** Payment of a recruitment incentive is subject to the aggregate limitation on pay under 5 CFR § 575.109 (f).

**13. Calculating Incentive Amounts:** The incentive amount is calculated by multiplying the employee's annual rate of basic pay, at the beginning of the service period × recommended incentive percentage × length of the service period. The maximum recruitment incentive the West Virginia National Guard may authorize is 25 percent. Service periods exceeding one year may not exceed 25 percent for each year or portion thereof. As an example: with a two year service agreement the maximum incentive amount authorized will be 50 percent of the employee annual rate of basic pay. In no event may a recruitment incentive exceed 100 percent of the employee's rate of basic pay.

The maximum recruitment incentive amounts shown in the table below are based on a GS-11, step 1 employee in Charleston, West Virginia with an annual rate of basic pay of \$51,563 at the beginning of the service period, including locality pay. Note that the amounts shown are the *maximum* incentive amounts the West Virginia National Guard may pay for the stated period of service. The West Virginia 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	\$6,445	\$51,563 x 25% x .5 years
1 year	\$12,890	\$51,563 x 25% x 1 year
1 ½ years	\$19,336	\$51,563 x 25% x 1.5 years
2 years	\$25,781	\$51,563 x 25% x 2 years
2 ½ years	\$32,226	\$51,563 x 25% x 2.5 years
3 years	\$38,672	\$51,563 x 25% x 3 years
4 years	\$51,563	\$51,563 x 25% x 4 years

#### **14. Termination of Service Agreement:**

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

*Mandatory* – The West Virginia 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 "Fully Successful" or equivalent during the service period, or otherwise fails to fulfill the terms of the service agreement. In such cases, the employee may retain any recruitment incentive payments attributable to completed service, but must repay any portion of the incentive attributable to uncompleted service. For the purpose of computing uncompleted service; time will be computed by dividing the total number of calendar days remaining in the service agreement by 365 and rounding the result to two decimal places. The West Virginia National Guard is not obligated to pay the employee any outstanding incentive payment attributable to completed service unless such payment was required under the terms of the recruitment incentive service agreement.

The West Virginia National Guard will notify an employee in writing when it terminates a recruitment incentive service agreement, prior to the expiration of the original service agreement. The termination of a service agreement is not grievable or appealable.

#### **15. Payment and Termination Calculations:**

##### ***Payment options***

A recruitment incentive, once approved, will be paid as an initial lump-sum payment at the beginning of the service period. However if the payment 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.

##### ***Payment calculation***

The West Virginia National Guard must determine the total amount of the recruitment incentive that will be paid to an employee for a service period when authorizing the incentive. The total amount of the recruitment incentive payment received during the service period may not exceed 25 percent of the employee's annual rate of basic pay in effect at the beginning of the service period multiplied by the number of years (including fractions of a year) in the service period (not to exceed 4 years).

For the purpose of 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.

### *Rate of basic pay*

For the purpose of calculating a recruitment incentive, a 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. For example, a rate of basic pay excludes night shift differentials under 5 USC 5343(f) and environmental differentials under 5 USC 5343(c)(4) for Federal Wage System employees.

### *Determining the number of years in a service 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 two 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.

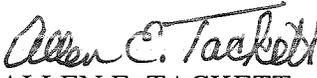
A recruitment incentive service period must begin on the first day of a pay period and end on the last day of a pay period and may not exceed 4 years. A recruitment incentive service period may not be less than 6 months.

### *Recovering or waiving a debt owed the Government*

If an employee must repay a portion of a recruitment incentive and fails to reimburse the West Virginia 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.

**16. Documentation and record keeping requirements:** WV HRO Form 575-1A, Recruitment Incentive Nomination/Justification, and WV HRO Form 575-1B, Employment Agreement for Recruitment Incentive, have been created 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 OPF for a minimum of the period of time covered by the service agreement. The Human Resource Staffing Specialists will also maintain a separate record of each approved recruitment incentive and report IAW regulatory requirements to the National Guard Bureau annually.

FOR THE GOVERNOR:

  
ALLEN E. TACKETT  
Major General, WVARNG  
The Adjutant General

# RECRUITMENT INCENTIVE NOMINATION/JUSTIFICATION

## I. INDIVIDUAL INFORMATION

Name		SSAN	Proposed Technician Appointment Date
Pay Plan-Series-Grade	Position Title	Name and Location of Technician Organization	
Length in Months of Service Agreement		Duty Station	

## II. DETERMINATION OF THE AMOUNT OF RECRUITMENT INCENTIVE

Requested Percentage	Description of Criteria Used to Establish the Percentage (Technical Schools have been completed, applicant is AFSC/MOS qualified, skill level meets the criteria for the technician grade. EXAMPLE: Technical School completed and applicant is AFSC qualified/MOSQ in the Aircraft serving 5%, one year experience 2%, each additional year experience 2%)
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## III. JUSTIFICATION

Describe in detail all of the following criteria. Failure to address all items will result in the action 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 a recruiting bonus, difficulty would be encountered in filling this position. The applicant has signed the Recruitment Incentive Form 575-3B, Recruitment Incentive Service Agreement, and it is attached.

Name/Title	Signature	Date	Telephone

**V. COMMANDER/DIRECTOR CERTIFICATION**

I concur with this request.

Name	Signature	Date	Telephone

**VI. COMPTROLLER CERTIFICATION OF FUNDING AVAILABILITY (ANG ONLY)**

I certify that funds are available for this action.

Name	Signature	Date	Telephone

**VII. DIRECTORATE OF HUMAN RESOURCES USE ONLY**

Nature of Action	Authority	Recruiting Incentive Amount	Effective Date
815 RECRUITMENT INCENTIVE	VPF 5 USC 5733	\$	

Remarks

Member has signed a service agreement valid through \_\_\_\_\_.

Current Year Aggregate Limitation on Pay \$ \_\_\_\_\_ (5 CFR 530.203a)

Annual Rate of Basic Pay x Recruitment Incentive % x Length of Service Agreement = Incentive Amount

\$ \_\_\_\_\_ X \_\_\_\_\_ % X \_\_\_\_\_ Yrs = \$ \_\_\_\_\_

**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.

HUMAN RESOURCES STAFFING SPECIALIST	Signature	Date
SUPV HUMAN RESOURCES SPECIALIST	Signature	Date
DIRECTOR/DEPUTY DIRECTOR OF HUMAN RESOURCES	Signature	Date

**DEPARTMENTS OF THE ARMY AND THE AIR FORCE  
WEST VIRGINIA NATIONAL GUARD  
EMPLOYMENT AGREEMENT FOR RECRUITMENT INCENTIVE**

Information to Employee: 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. Your failure to provide the information requested and sign the agreement set forth will result in your Recruitment Incentive not being paid/approved by the West Virginia National Guard.

NAME (LAST, FIRST, MI)	POSITION TITLE	OFFICIAL DUTY STATION (CITY AND STATE)
_____	_____	_____
<p>I hereby understand and agree that:</p> <ol style="list-style-type: none"> <li>1. I will remain in the Government Service for a period of _____ years from the date I report for duty at my official duty station, unless separated for reasons beyond my control and acceptable to the West Virginia National Guard.</li> <li>2. Payment of Recruitment Incentive will be lump sum payable at the beginning of the service agreement. Method of payment may be modified if it exceeds the Aggregate Limitation on Pay.</li> <li>3. If before the expiration of the agreed period specified above, I fail to fulfill the terms of this agreement, I will repay to the West Virginia National Guard, on a prorated basis as described in the basic regulation, paragraph 14, "Termination of Service Agreement: <i>Mandatory</i>", any monies expended from Federal funds for a Recruitment Incentive, unless separated for reasons beyond my control and acceptable to the West Virginia National Guard.</li> <li>4. If I voluntarily seek and accept outside employment, an AGR tour, Counter-Drug Tour, or Regular Active Duty Tour position during the period covered by this agreement, I will repay the West Virginia National Guard as described in paragraph 3 above.</li> </ol>		
_____ SIGNATURE OF EMPLOYEE	_____ DATE SIGNED	

Instructions: Attach this signed form to the RECRUITMENT INCENTIVE HRO WV FORM 575-1A, Recruitment Incentive Nomination/Justification and forward through the appropriate chain of command to the Directorate for Human Resources. By regulation a Recruitment Incentive must be approved prior to employment.

FOR HUMAN RESOURCES OFFICE USE ONLY

Date scheduled to report for duty: \_\_\_\_\_

Amount of Incentive: \$ \_\_\_\_\_

Termination Date of Service Period: \_\_\_\_\_