



DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
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OPNAV INSTRUCTION 7220.11D

From: Chief of Naval Operations

Subj: NUCLEAR OFFICER INCENTIVE PAY PROGRAM

Ref: (a) 37 U.S.C.
(b) MILPERSMAN 1611-020, Officer Detachment for Cause
(c) NAVMED P-117, Manual of the Medical Department
(d) 10 U.S.C., Chapter 61
(e) BUPERSINST 1540.41C
(f) DJMS Pay Procedures Training Guide, Part One, Chapter 12
(g) MILPERSMAN 1520-050, Nuclear Propulsion Training
(h) OPNAVINST 1330.2A
(i) OPNAVINST 7220.18
(j) DoD 7000.14-R, Department of Defense Financial Management Regulation Manual, Volume 7A, Chapter 3, February 2012

Encl: (1) Nuclear Officer Incentive Pay Rates
(2) Sample Application Format for Nuclear Officer Accession Bonus
(3) Sample Application Format for a Nuclear Officer Continuation Pay Replacement (Renegotiated) Contract
(4) Sample Application Format for Nuclear Officer Continuation Pay
(5) Qualifying Assignments for Limited Duty Officers and Chief Warrant Officers
(6) Sample Request for a Nuclear Limited Duty Officer and Chief Warrant Officer Billet Qualifying for Nuclear Officer Incentive Pay
(7) Sample Report Format for Nuclear Officer Incentive Pay for Limited Duty Officers and Chief Warrant Officers
(8) Sample Endorsement Letter for Nuclear Officer Continuation Pay

1. Purpose. To prescribe regulations governing the administration of a special incentive pay system for certain nuclear-qualified officers and individuals selected for naval nuclear propulsion training as authorized by reference (a).

This instruction has been administratively revised and should be reviewed in its entirety. This revision transitions the legislative authority for Nuclear Officer Incentive Pay (NOIP) within reference (a) from sections 312, 312b, and 312c to section 333.

a. NOIP continuation pay or accession bonus contracts executed prior to the date of signature of this revision will remain under the authority of section 312 or 312b (as applicable) of reference (a) until:

(1) Completion of the terms of the existing contract.

(2) A new contract is executed in accordance with this instruction (applies only to new continuation pay contracts).

b. All contracts executed after the date of signature of this revision will be under the authority of reference (a), section 333.

2. Cancellation. OPNAVINST 7220.11C.

3. Background. Retention of experienced nuclear-trained officers and a steady accession of qualified junior officers into the nuclear propulsion program are required to support operation of the Navy's nuclear-powered warships. As a result of the extensive and lengthy training program required to qualify for duties in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants, the requisite number of officers can only be produced at a gradual rate. In order to sustain retention of these highly trained officers and to attract new officers into the nuclear propulsion training program, authority has been granted for the payment of a special NOIP. This authority is intended to encourage accessions of high-quality unrestricted line (URL) officers, as well as voluntary retention in the naval service of a relatively large proportion of experienced nuclear-qualified officers.

4. Special Incentive Pay. The special incentive pay for officers in the Naval Nuclear Propulsion Program is NOIP. NOIP will be used as necessary to attain and maintain approved end-

strength and grade distribution of the nuclear officer community. NOIP payment levels are specified in enclosure (1). NOIP is comprised of the following four separate pays:

a. Nuclear Officer Accession Bonus. An accession bonus is paid to individuals who are selected for officer naval nuclear propulsion training and who execute a written contract to participate in a program of training for duty in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants. Payment is authorized upon acceptance of the written contract. The nuclear officer accession bonus is a portion of the selected-for-training component of the Nuclear Officer Bonus authorized by section 333(a)(1) of reference (a) for contracts executed after the date of this instruction. Existing contracts executed prior to the date of signature of this instruction are under the authority of reference (a), section 312b(b)(1).

b. Nuclear Career Accession Bonus. An accession bonus is paid to URL officers upon successful completion of the nuclear propulsion training program. The nuclear career accession bonus is the remaining portion of the selected-for-training component of the Nuclear Officer Bonus authorized by section 333(a)(1) of reference (a). The requirement to successfully complete nuclear training in order to be eligible for this second portion of the bonus is an additional criteria authorized by section 333(c) of reference (a).

c. Nuclear Officer Continuation Pay (COPAY). COPAY is a sum of money paid in annual installments to nuclear-qualified officers who agree to remain on active duty an additional 3, 4, 5, 6, or 7 years beyond their existing service obligation, as defined in paragraph 7 of this instruction. COPAY is the agreement to remain on active duty component of the Nuclear Officer Bonus authorized by section 333(a)(2) of reference (a). COPAY contracts executed prior to the date of signature of this instruction remain under the authority of section 312 of reference (a).

d. Nuclear Career Annual Incentive Bonus (AIB). AIB is a sum of money paid annually to nuclear-qualified officers who have completed their initial service requirement, including all nuclear-trained and nuclear-qualified limited duty officers (LDOs) and chief warrant officers (CWOs), who remain on active

duty for a specified period. Only officers in pay grades W2 through W5 and O1 through O6 are eligible for AIB. Officers serving in a period of obligated service associated with the 3-, 4-, 5-, 6-, or 7-year COPAY authorized by reference (a) are not eligible for AIB during that period of their obligated service. AIB is the NOIP authorized by section 333(b)1 and (b)(2) of reference (a).

5. Nuclear Officer Accession Bonus

a. Eligibility. URL officers or prospective URL officers, who have been accepted for training leading to qualification for duty in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants, are eligible for the nuclear officer accession bonus.

b. Application. Eligible individuals may apply for the nuclear officer accession bonus by submitting a written contract using enclosure (2), which formally requests designation as an officer in training for nuclear propulsion duty.

c. Payment. An individual whose formal application, enclosure (2), is accepted by Director, Submarine/Nuclear Power Distribution Division (PERS-42), acting for the Chief of Naval Operations (CNO), will be entitled to the nuclear officer accession bonus at the rate specified in enclosure (1). Upon acceptance of the application, PERS-42 will provide the individual with official written notification of acceptance. A copy of this acceptance may be presented to the individual's disbursing unit as authorization for payment.

d. Recoupment

(1) In the event a Service member who received the nuclear officer accession bonus fails to commence or satisfactorily complete the nuclear propulsion training specified in the agreement, the unearned funds received for the nuclear officer accession bonus will be recouped, except as listed in subparagraphs 5d(2) and 5d(3) below. Situations requiring recoupment include, but are not limited to:

(a) Approved request for voluntary release from the written agreement if, due to unusual circumstances, it is

determined by PERS-42 that such release would be clearly in the best interests of both the United States and the officer concerned.

(b) Approved voluntary request for relief from current assignment.

(c) Refusal to accept orders in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants.

(d) Disability or death resulting from misconduct or willful neglect, or incurred during a period of unauthorized absence.

(e) Misconduct.

(f) Approved detachment for cause per reference (b).

(g) Separation by reason of weight control and or physical readiness test failure.

(2) If, for any of the following reasons, the Service member fails to maintain eligibility for the nuclear officer accession bonus as defined in subparagraph 5a, recoupment of unearned portions already paid will not be required.

(a) Separation from the Naval Service by operation of laws independent of misconduct.

(b) Physical disqualification occurring after commissioning and after satisfactory completion of physical examinations for nuclear field duty, ionizing radiation, and submarines (as applicable) per reference (c).

(c) Failure to complete nuclear propulsion training due to lack of ability, as determined by PERS-42, upon formal recommendation of the Service member's commanding officer (CO).

(d) In those special cases where PERS-42 determines that waiving the requirement to recoup payments is clearly in the best interests of the United States.

(e) Separation from the Naval Service under a hardship separation or sole survivor discharge as defined under section 303a(e)(2)(B) or section 373(b)(3)(B) of reference (a).

(3) If, for any of the following reasons, the Service member fails to maintain eligibility for the nuclear officer accession bonus as defined in subparagraph 5a, recoupment of unearned portions already made will not be required, and any unpaid portion of the bonus will be paid to the member's final military pay account.

(a) Disability not the result of misconduct or willful neglect, and not incurred during a period of unauthorized absence. The term "misconduct" as used here and throughout this instruction is defined as any conduct for which the member could be separated from the Naval Service with a punitive discharge per the Uniform Code of Military Justice or reference (b) or references (d) through (i). This is independent of whether or not the member is actually separated from the Naval Service as a result of such misconduct. In the case where injury or illness, through no misconduct of the member, results in the member being separated or retired for disability under reference (d), then any unpaid portion of the bonus will be paid to the member upon separation.

(b) When a member dies, through no misconduct of the member, then any unpaid portion of the bonus will be paid in the member's final military pay account.

6. Nuclear Career Accession Bonus

a. Eligibility. URL officers who meet the following criteria are eligible for the nuclear career accession bonus:

(1) On active duty, and thereby entitled to receive basic pay.

(2) Successful completion of the nuclear propulsion training program leading to qualification for duty in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants.

b. Payment

(1) Officers who meet the criteria of subparagraph 6a will be entitled to the nuclear career accession bonus at the rate specified in enclosure (1). Upon acceptance into the nuclear propulsion training program, the value of the nuclear career accession bonus authorized on the date of acceptance for the individual officer becomes fixed. Upon completion of this training program, the CO, Nuclear Power Training Unit, shall certify the eligibility of each officer and will direct the local disbursing officer to make payment of the nuclear career accession bonus. COs must ensure that correct procedures for substantiation and record entries are used, as described in reference (e), to document an individual officer's continued eligibility for the nuclear career accession bonus.

(2) Disbursing payment procedures are regulated by reference (f).

7. Nuclear Officer COPAY

a. Eligibility. Officers who meet the following criteria are eligible for receipt of the nuclear officer COPAY upon acceptance of their applications:

(1) On active duty, and thereby entitled to receive basic pay.

(2) Currently qualified for duty in connection with supervision, operation, and maintenance of naval nuclear propulsion plants, under the provisions of reference (e). Specifically:

(a) Nuclear-trained URL officers who are assigned the additional qualification designator (AQD) of SN1 or KD2; or

(b) Nuclear trained URL aviators who are assigned the AQD of KD1; or

(c) Nuclear trained URL surface warfare officers who transfer to the restricted line, and are assigned the AQD of KD2.

(3) Officers may not be serving under any existing service obligation, with the exception of the obligation incurred for graduate and or joint professional military education programs that may be served concurrently with the COPAY obligation. Officers within 1 year of completion of an existing service obligation may apply for COPAY to begin at the end of their current obligation, as detailed in subparagraph 7b below.

(a) Officers currently serving under a COPAY contract may negotiate a replacement COPAY contract per subparagraph 7c(5) at any time, provided that all of the requirements of that subparagraph are met. Submit replacement contract requests in accordance with enclosure (3).

(b) When within 1 year of the expiration of an existing COPAY contract, officers also have the option to sign a new COPAY contract to commence upon expiration of the existing contract, provided all other eligibility requirements are met. Submit new contract requests following enclosure (4).

(4) For officers who have not completed their minimum service requirement (MSR), qualification as engineer officer of a nuclear-powered warship, per reference (e), is required.

(5) Have not completed 27 years of commissioned service on application. A COPAY agreement may not extend beyond the end of the 30th year of commissioned service (commissioning date plus 30 years). Therefore, officers can maximize their eligibility for COPAY by keeping their agreement anniversary date the same as their commissioning date (month and day).

(6) Serving in pay grade 06 or below. Officers selected for promotion to pay grade 07 or above are not eligible to initiate COPAY agreements; however, they may continue to be paid under an existing agreement until promoted or frocked to 07 or above.

(7) Have not been selected for lateral transfer or participation in a program resulting in a change of designator, such as the Law Education Program and Permanent Military Professor Program (with the exception of those nuclear-trained URL surface warfare officers who transfer to restricted line, and are assigned the AQD of KD2). Officers selected for lateral

transfer or programs resulting in change of designator, who are serving in nuclear billets, remain eligible for COPAY until the date of transfer from the member's assigned nuclear duty, or upon the date of the selection board, whichever is later.

(8) Have not been designated "Not Cleared" for department head (DH), principal assistant (PA), executive officer (XO), or CO with the exception of those nuclear trained surface warfare officers who are selected for assistant reactor officer (ARO). "Not Cleared" officers who already have an active COPAY contract remain eligible for COPAY until 1 October following the screening board which designated them "Not Cleared." After 1 October, these officers remain eligible only for AIB while serving in a nuclear billet, and are not eligible to sign a new COPAY contract or to renegotiate an existing contract.

(9) For initial COPAY contracts, the CO's forwarding endorsement must specifically state that the officer has the potential to succeed as a DH or PA (as applicable) if the officer has not yet screened for that career milestone.

b. Applications. Eligible officers may apply for COPAY when they are within 1 year of completion of their existing service obligation, or when permitted by 7a(3)(a) above. The existing service obligation will be considered as the cumulative obligation incurred (prior to the date of COPAY application) from the initial accession source (MSR), nuclear propulsion training (service obligation defined by reference (g)), postgraduate education, other service obligations incurred as a result of special assignments or training, and any obligation incurred by a COPAY contract currently in effect. The application will be a written agreement, conditional upon acceptance by PERS-42, acting for the CNO, to remain on active duty as a nuclear trained officer for a period of 3, 4, 5, 6, or 7 years beyond any existing service obligation, or for a period of 3, 4, 5, 6, or 7 years beyond the date of acceptance of the application, whichever is later. Submission and acceptance of a COPAY contract will be considered acceptance of a request by a reserve officer to extend the officer's period of active service through the period of the COPAY contract. Enclosure (4) provides a sample application format for use by officers applying for COPAY.

c. Payment

(1) Officers whose applications are accepted by PERS-42 prior to completing their MSR incurred from initial source training, any additional obligation incurred under reference (g), and any additional obligation resulting from lateral transfer or graduate education following commissioning (as applicable) will be paid at the rate specified in enclosure (1), as defined by subparagraph 7c(a) or 7c(b) below:

(a) A number of equal installments being equal to the number of years covered by the agreement plus one, the first upon acceptance of the application, the second upon expiration of the existing obligated service, and all the remaining payments annually (i.e., at 12-month intervals) thereafter. Payment under subsequent agreements will follow subparagraph 7c(2); or

(b) At the option of the officer, a number of equal annual installments equal to the number of years covered by the agreement, the first upon expiration of existing obligated service, and the remaining payments annually thereafter.

(2) Officers whose applications are accepted by PERS-42 prior to the end of an obligation incurred by a COPAY contract will be paid at the rate specified in enclosure (1), in a number of equal annual installments equal to the number of years covered by the agreement, the first upon expiration of existing obligated service, and the remaining payments annually thereafter.

(3) Officers whose applications are accepted by PERS-42 after the expiration of any existing service obligation will be paid at the rate specified in enclosure (1) in a number of equal annual installments equal to the number of years covered by the contract, the first upon acceptance of the contract, and the remaining payments annually thereafter.

(4) Lump sum or accelerated payments are not authorized by this instruction.

(5) Upon acceptance of the contract, the total amount authorized for the individual officer becomes fixed. However, an officer with an existing contract in effect may request a new

contract provided the total amount of COPAY to be paid under the new contract is greater than the total amount agreed to in the existing contract. The period of this new contract (3, 4, 5, 6, or 7 years) will be equal to or exceed the remaining period of the officer's existing contract, so long as the period of obligated service does not extend beyond the end of 30 years of commissioned service. Upon execution of a new contract, the previous contract will be canceled, effective on the day before the new COPAY contract is to commence. The first payment of the new contract will be adjusted to reflect any pre-paid but unearned portions of the previous contract, as described in subparagraph 7f(5) below. All new contracts will be under the authority of section 333 of reference (a). Submit requests for replacement contracts using the format of enclosure (3).

(6) Disbursing payment procedures are regulated by reference (f).

(7) When it is known in advance that an officer's COPAY eligibility will terminate at a fixed future date that is before the scheduled ending date of the effective contract (for example, because an officer placed "Not Cleared" for the next career milestone is not serving in or will transfer from a nuclear billet), that officer's final anniversary payment may be pro-rated based on the amount expected to be earned before the contract is cancelled in accordance with subparagraph 7f below in cases where this will significantly reduce the administrative burden of recoupment. PERS-42 will ensure that a final payment adjustment or recoupment is made, as required, if the officer in fact loses COPAY eligibility on a date other than that anticipated. When the date of eligibility termination cannot be predicted with certainty, the normal full payment and recoupment procedures will be followed.

(8) In the case of officers with preexisting COPAY contracts of the maximum length permitted by law (7 years), PERS-42 may allow that officer to enter a new contract of the maximum length permitted by law (7 years, except when limited by the officer's statutory retirement date per subparagraph 7a(5) above) when required to align the COPAY contract service obligation with another service obligation that has been separately authorized by the Chief of Naval Personnel to be served concurrently with the COPAY obligation. In this case, the preexisting contract will be cancelled on the day before the

effective date of the new contract, and all applicable portions of the previous contract that were paid in advance shall be recouped per subparagraph 7f below.

(9) Officers participating in the Career Intermission Pilot Program (CIPP) of reference (h) under a preexisting COPAY contract must enter a new contract that extends their COPAY service obligation to be equal to, or in excess of, the CIPP service obligation or the amount of obligated service remaining on the existing contract at the time the career intermission commences, whichever is longer. The previous contract shall be cancelled, and any applicable prepaid portions recouped in accordance with the provisions of subparagraph 7f below, on the day that the career intermission commences. The commencement date for the replacement contract will be the day that the officer returns to active duty.

d. Obligation. The 3-, 4-, 5-, 6-, or 7-year service obligation incurred as a result of executing a COPAY contract will run from the date of acceptance of the agreement, or from the end of any existing service obligation, whichever is later.

e. Assignment. Officers who are receiving COPAY will be assigned afloat or ashore, according to the needs of the service for officers with their qualification and experience, in support of the Naval Nuclear Propulsion Program, without affecting their eligibility for receipt of this special pay.

f. Recoupment

(1) In the event an officer who has received COPAY fails to maintain eligibility for such special pay, as authorized by reference (a) and as set forth in subparagraph 7a, or fails to complete the full period of additional obligated service, no further annual payments will be made, and recoupment of unearned portions of the incentive will be required on a pro-rata basis, under the procedures established in reference (f). Examples of situations requiring such recoupment include:

(a) Approved request for voluntary release from the written agreement if, due to unusual circumstances, it is determined by PERS-42 that such release would be clearly in the best interests of both the United States and the officer concerned.

(b) Approved voluntary request for relief from current assignment.

(c) Refusal to accept orders to major command, CO, ARO, XO, PA, DH, or any other assignment in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants. Recoupment for refusal to accept orders to DH or PA while under an initial COPAY contract that obligated service as DH or PA is governed by subparagraph 7f(2) below.

(d) Disability or death resulting from misconduct or willful neglect, or incurred during a period of unauthorized absence.

(e) Misconduct.

(f) Approved detachment for cause per reference (b).

(g) Selection for and assumption of pay grade 07 (including frocking to 07).

(h) Failure of final screening, or being placed "Not Cleared" for CO, XO, PA or DH, with the exception of those selected for ARO. The effective date of contract cancellation shall be 1 October following the board which designated the officer "Not Cleared."

(i) Separation by reason of weight control and or physical readiness test failure.

(2) For initial contracts that obligated service to DH or PA (i.e., initial 4-, 5-, 6-, or 7-year contract, or an initial 3-year contract that is paid at the higher rate), in the event that the officer refuses orders to the DH or PA assignment, no further payments shall be made, and the entirety of the amount already paid shall be recouped following the procedures of reference (f).

(3) If, for any of the following reasons, the officer fails to maintain eligibility for COPAY, as authorized by reference (a) and as set forth in subparagraph 7a, or fails to complete the full period of additional obligated service, no further payments will be made, but recoupment of unearned portions of the incentive already made will not be required.

(a) Separation from the Naval Service by operation of laws independent of misconduct.

(b) Loss of qualification for duty in connection with supervision, operation, and maintenance of naval nuclear propulsion plants, except for any of those reasons set forth in subparagraph 7f(1).

(c) Where PERS-42 determines that waiving the requirement to recoup payments is clearly in the best interests of the United States.

(d) Separation from the Naval Service under a hardship separation or sole survivor discharge as defined under section 303a(e)(2)(B) or section 373(b)(3)(B) of reference (a).

(4) If, for any of the following reasons, the officer fails to maintain eligibility for COPAY, as authorized by reference (a) and as set forth in subparagraph 7a, recoupment of the unearned portions of incentive will not be sought and any remaining unpaid portions of COPAY due the member shall be paid.

(a) In the event an officer serving under a COPAY contract dies before receiving the full amount of the bonus due, the remaining unpaid installments are payable as a lump sum for inclusion in the settlement of the deceased officer's final military pay account.

(b) Disability not the result of misconduct or willful neglect, and not incurred during a period of unauthorized absence. In the case where injury or illness, through no misconduct of the member, results in the member being separated or retired for disability under reference (d), then any unpaid installments will be paid to the member upon separation.

(5) When an officer executes a replacement contract under the provisions of subparagraph 7c(5) or 7c(8), any unearned portions of previous payments (computed on a day-for-day pro rata basis) shall, at the Government's option, either be recouped immediately or subtracted from the initial payment(s) of the new replacement contract.

(6) When an officer executes a replacement contract under the provisions of subparagraph 7c(9), any unearned portions of previous payments (computed on a day-for-day pro rata basis) shall be recouped immediately upon cancellation of the previous contract.

g. Rate Changes. Any change to the total amount payable upon acceptance of new agreements will be issued by an interim message change and a change transmittal to this instruction.

h. Submission of Applications

(1) Eligible officers may submit requests for a COPAY contract (enclosure (4)) to PERS-42 via their CO.

(2) COs shall expeditiously forward contracts submitted by officers desiring to extend their service obligation for receipt of COPAY to PERS-42, with their endorsement. For initial COPAY contracts, the forwarding endorsement should specifically address the officer's potential to succeed as DH or PA if the officer has not yet screened for that career milestone.

(3) COs must ensure that correct procedures for substantiation and record entries are used, as described in reference (e), to document an officer's continued eligibility for COPAY. It is incumbent upon the CO to consider any pending circumstances that could result in ineligibility prior to actual payment. For example, where there is a case of medical or nuclear disqualification being processed, eligibility for COPAY is suspended when the officer is removed from duties in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants. COs must obtain resolution of these cases from PERS-42 prior to approval of further payments.

8. Nuclear Career AIB

a. Eligibility. Officers who meet the following criteria are eligible for receipt of AIB, subject to the restrictions of subparagraphs 8b and 8c.

(1) On active duty, and thereby entitled to receive basic pay.

(2) Serving in pay grade W2 through W5, or O1 through O6.

(3) Currently qualified for duty in connection with supervision, operation, and maintenance of naval nuclear propulsion plants, under the provisions of reference (e); specifically:

(a) Nuclear-trained URL officers who are assigned the AQD of SN1, or KD2; or

(b) Nuclear-trained URL aviators who are assigned the AQD of KD1; or

(c) Nuclear-trained URL officers who transfer to the restricted line, and are assigned the AQD of KD2; or

(d) Nuclear-trained LDOs and CWOs assigned the AQD of KD4.

(4) Not serving in a period of obligated service incurred as a result of the acceptance of COPAY (this does not preclude pro-rata payment per subparagraph 8d(2)).

(5) Not entitled to receive aviation career incentive pay, as authorized by reference (i), except in the case of officers serving in a billet that requires the officer:

(a) To be technically qualified for duty in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants (e.g., CO or XO of a nuclear powered aircraft carrier); and

(b) To be qualified for the performance of operational flying duties.

(6) Officers who, as commissioned officers, successfully completed training for duty in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants, in addition to the above eligibility requirements for AIB, must have completed initial active duty service MSR as an officer. This initial service obligation shall be considered as that obligated service derived from initial source training (e.g., United States Naval Academy, Naval Reserve Officers Training

Corps, Officer Candidate School, Nuclear Propulsion Officer Candidate Program, Seaman to Admiral 21, Seaman to Admiral 21 Nuclear, etc.) as extended for the Naval Nuclear Propulsion Program by reference (g).

(7) Officers in a retire or retain status with nuclear AQDs.

b. LDO and CWO Restrictions. Officers who as enlisted members received training for duty in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants (hereafter referred to as LDOs and or CWOs), and who are eligible for AIB under subparagraph 8a, must meet the additional eligibility restriction of serving in an assignment with duties in connection with the Naval Nuclear Propulsion Program. Qualifying assignment guidelines for these officers are provided in enclosure (5). Requests for identifying additional assignments as qualifying for AIB should be submitted utilizing the format contained in enclosure (6).

c. Payment. AIB was first paid on 30 September 1976, and will be paid annually at the end of subsequent fiscal years to all eligible officers on active duty as of 30 September. The following special provisions, and those of subparagraph 8d, apply for officers who meet the eligibility requirements of subparagraph 8a for only a portion of the preceding year to include the following:

(1) Officers on active duty on 30 September and otherwise qualified for AIB, but who were on active duty for only a portion of the preceding year, will be paid AIB for that year on a pro-rata basis for the period they were on active duty.

(2) Officers on active duty on 30 September and otherwise qualified for AIB, who commenced or completed the obligated service associated with COPAY within the preceding year, will be paid AIB for that year on a pro-rata basis for the period of the year they were not serving obligated service associated with COPAY.

(3) URL officers and lateral transfer officers on active duty on 30 September and otherwise qualified for AIB, who completed their initial obligated active service as an officer

(as defined in subparagraph 8a(6)) during the preceding year, will be paid a bonus for that year on a pro-rata basis for the period of the year beyond completion of initial obligated active service as an officer.

(4) Officers on active duty on 30 September and otherwise qualified for AIB, who were, within the preceding year, designated as an officer qualified for duty in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants (assigned AQDs as specified in subparagraph 8a(3)), will be paid AIB for that year on a pro-rata basis for the period that they were so qualified.

(5) LDOs and CWOs on active duty on 30 September and otherwise qualified for AIB who, during the preceding year, were in a qualifying assignment, as defined in paragraph 2 of enclosure (5) to this instruction, will be paid AIB on a pro-rata basis for the period of the year that they were serving in such an assignment.

d. Involuntary Separation, Loss of Qualification, and Promotion to Pay Grade 07. In order to be eligible for AIB (or pro-rata portion thereof), an officer otherwise qualified must be on active duty (except where exempted in subparagraph 8d(2)), serving in pay grade 06 or below, and qualified for duties in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants on 30 September.

(1) In the event an officer is separated from the Naval Service or loses the technical qualification for duty involving the supervision, operation, and maintenance of naval nuclear propulsion plants prior to 30 September, then no payment of AIB will be authorized for that year if this separation or loss of qualification was the result of any of the following reasons:

(a) Voluntary separation from active duty or voluntarily surrendering technical qualification for duty in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants. Lateral transfer to a community not normally assigned nuclear duties is considered a voluntary surrender of nuclear technical qualifications.

(b) Approved voluntary request for relief from current assignment.

(c) Refusal to accept orders to major command, CO, ARO, XO, PA, DH or any other assignment in connection with supervision, operation, and maintenance of naval nuclear propulsion plants.

(d) Disability or death resulting from misconduct or willful neglect, or incurred during a period of unauthorized absence.

(e) Misconduct.

(f) Approved detachment for cause per reference (b).

(g) Separation by reason of weight control and or physical readiness test failure.

(2) If, for any other reason, the officer is separated from the Naval Service or loses the technical qualification for duty involving the supervision, operation, and maintenance of naval nuclear propulsion plants prior to 30 September, then payment of AIB is authorized on a pro-rata basis for the period of the year during which the officer was on active duty and nuclear-qualified. Examples of reasons within the meaning of this paragraph include:

(a) Disability not the result of misconduct or willful neglect, and not incurred during a period of unauthorized absence;

(b) Separation from the Naval Service by operation of laws independent of misconduct, including statutory or involuntary retirement;

(c) Loss of qualification for duty in connection with supervision, operation, and maintenance of naval nuclear propulsion plants, except for any of those reasons set forth in subparagraph 8d(1);

(d) Separation from the Naval Service under a hardship separation or sole survivor discharge as defined under section 303a(e)(2)(B) or section 373(b)(3)(B) of reference (a).

(3) In the event an officer otherwise qualified is promoted to pay grade 07, or has been selected for and has been frocked to 07 prior to 30 September, then the officer shall be paid a pro-rata share of AIB for the period of the year that the officer was serving in pay grade 06 and not frocked to 07.

(4) In the event of the death, through no misconduct, of an officer who was on active duty and was nuclear-qualified, the entire AIB amount for the year the officer was serving on active duty will be payable as a lump sum for inclusion in the settlement of the deceased officer's final military pay account.

e. Rate Changes. Any change to the amount of the AIB payment rate will be issued by an interim message change and a change transmittal to this instruction. The new AIB payment rate will apply to AIB amounts accruing subsequent to 30 September following announcement of the new AIB payment rate.

f. Administration

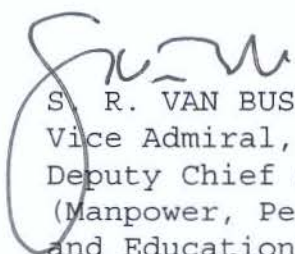
(1) COs must ensure that correct procedures for substantiation and record entries are used, as described in reference (e), to document an officer's continued eligibility for AIB. A letter of certification from the CO is not required prior to payment of AIB; however, it is incumbent upon the CO to ensure that each officer to be paid AIB meets all the eligibility criteria. In the event that a medical or nuclear disqualification is being processed, then eligibility for AIB is suspended when the officer is removed from duty in connection with the supervision, operation, and maintenance of naval nuclear propulsion plants. COs must obtain a resolution of these cases from PERS-42 prior to approval of further AIB payments.

(2) COs must ensure accurate accounting of nuclear-trained LDOs and CWOs serving in AIB qualifying assignments. In this regard, COs will submit to PERS-42 an annual report on all qualifying assignments, listing the nuclear-trained LDOs and CWOs who served in each assignment on a day-for-day basis, to be received not later than 15 July. This report, utilizing the format contained in enclosure (7), should project the inclusive dates up through the end of the current fiscal year. Updates should be submitted as changes occur. Enclosure (8) should be used to accompany enclosures (3) and (4).

9. Authorization. NOIP is authorized by reference (a). The entitlement portion of the instruction is established by reference (j).

10. Records Management. Any records created as a result of this instruction, regardless of media and format, shall be managed per Secretary of the Navy (SECNAV) Manual 5210.1 of January 2012.

11. Reports. The reporting requirement contained in subparagraph 8f(2) is exempt from reports control per SECNAV Manual 5214.1 of December 2005.



S. R. VAN BUSKIRK
Vice Admiral, U.S. Navy
Deputy Chief of Naval Operations
(Manpower, Personnel, Training
and Education)

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NUCLEAR OFFICER INCENTIVE PAY RATES

1. NOIP Rates

<u>Bonus Provision</u>	<u>Amount</u>
Nuclear Officer Accession Bonus	\$15,000
Nuclear Career Accession Bonus	\$2,000
Nuclear Officer COPAY (Effective 1 Oct 2008)	
- Initial 3-year agreement (Note 1)	\$17,500 per year
- 3-, 4-, 5-, 6-, or 7-year agreement	\$30,000 per year
Nuclear Career AIB	
- LDOs/CWOs	\$10,000 per year
- URL Officers and Lateral Transfer Officers	\$12,500 per year
- URL Officers (0-6 with 26 YCS or greater)	\$22,000 per year
- Serving/Served Major Command URL Officers	\$22,000 per year
- Serving/Served Major Program Acquisition Professionals	\$22,000 per year

2. Authorization. Legislative authority for NOIP is granted through section 333 of reference (a). NOIP COPAY or accession bonus agreements entered into prior to the date of this revision will remain under the authority of section 312 or 312b (as applicable) of reference (a).

Note 1: "Initial" refers to a 3-year COPAY contract that does not obligate an officer to complete a DH or PA tour. Officers who have completed a DH or PA tour or who enter into a COPAY contract that will obligate them for a DH or PA tour will receive \$30,000 per year for a 3-, 4-, 5-, 6- or 7-year contract.

SAMPLE APPLICATION FORMAT FOR NUCLEAR OFFICER ACCESSION BONUS

FOR OFFICIAL USE ONLY (WHEN FILLED IN)

7220
Date

From: (Rank, Full Name, USN)
To: Commander, Navy Personnel Command (PERS-42)
Subj: APPLICATION FOR NUCLEAR OFFICER ACCESSION BONUS
Ref: (a) OPNAVINST 7220.11D
(b) MILPERSMAN 1520-050

1. Having been selected for officer naval nuclear propulsion training, I hereby apply for the nuclear officer accession bonus per reference (a).
2. I formally request designation as an officer in training for nuclear submarine and or nuclear surface duty (select one).
3. I understand that should I fail to commence or satisfactorily complete nuclear propulsion training, money received, such as the nuclear officer accession bonus, is subject to recoupment as specified in reference (a).
4. [For submarine officers] I agree to serve a minimum 24-month nuclear division officer tour after the completion of nuclear propulsion training as required by reference (b).
5. [For nuclear surface warfare officers] I agree to serve a minimum 28-month nuclear division officer tour after the completion of nuclear propulsion training as required by reference (b).

Very respectfully,

(Signature)

SAMPLE APPLICATION FORMAT FOR NUCLEAR OFFICER CONTINUATION PAY
REPLACEMENT (RENEGOTIATED) CONTRACT

FOR OFFICIAL USE ONLY (WHEN FILLED IN)

Date

From: (Rank, Full Name, USN, Designator)
To: Commander, Navy Personnel Command (PERS-42)
Via: (Chain of Command)

Subj: REQUEST TO REPLACE EXISTING NUCLEAR OFFICER CONTINUATION
PAY (COPAY) CONTRACT

Ref: (a) OPNAVINST 7220.11D
(b) 37 U.S.C. 333
(c) SECNAVINST 1920.6C

1. I have read and understand the provisions of reference (a), including all provisions relating to termination of payments to be made under this agreement and the circumstances under which recoupment by the Government of sums paid may be required, to which I agree. I hereby apply for the special pay authorized by reference (b).

2. (Regular Officer) Contingent upon acceptance of my application for this special pay, I agree not to tender a resignation for a period of (Note 1) years beyond my existing service obligation, or for a period of (Note 2) years beyond the date of acceptance of this request, whichever is later. I understand that, upon acceptance, my existing COPAY contract shall be cancelled and this new contract shall go into effect. I understand that this contract is binding and that I shall be eligible to receive \$30,000 per year for the (Note 2) year period of this agreement.

OR

2. (Reserve Officer) Contingent upon acceptance of my application for this special pay, I consent to serve on active duty for a period of (Note 1) years beyond my existing service obligation, or for a period of (Note 2) years beyond the date of acceptance of this request, whichever is later. I further acknowledge that I remain bound by the provisions of reference (c), in which the Secretary of the Navy retains authority to process me for involuntary release from active duty. I understand that, upon acceptance, my existing COPAY contract

Enclosure (3)

Subj: REQUEST TO REPLACE EXISTING NUCLEAR OFFICER CONTINUATION
PAY (COPAY) CONTRACT

shall be cancelled and this new contract shall go into effect. I understand that this contract is binding and that I shall be eligible to receive \$30,000 per year for the (Note 2) year period of this agreement.

3. I understand that, should I fail to screen for my next career milestone, refuse orders to a billet requiring nuclear qualifications, or otherwise lose eligibility for Nuclear Officer Continuation Pay for any of the reasons enumerated in subparagraphs 7f(1) or 7f(2) of reference (a), I will receive no further payments under this agreement, and may be required to repay the United States Government a portion of the money that I received in advance, subject to the provisions of subparagraph 7f of reference (a). I agree to repay any such amount in a timely manner following the provisions of reference (a).

4. I hereby elect payment in (Note 2) equal installments. If I received any advance amount under the previous agreement that would be eligible for recoupment as a result of the cancellation of that agreement, that amount shall be deducted from my first payment under the new contract.

(Signature)

Note 1: Enter "3, 4, 5, 6 or 7". This number must be greater than or equal to the number of years remaining (rounded up) on the existing COPAY contract, and the total amount to be paid under the new contract (i.e., \$30,000/year times the number of years) must be greater than the total amount agreed to in the previous contract.

Note 2: Must be the same number as entered for Note 1.

SAMPLE APPLICATION FORMAT FOR NUCLEAR OFFICER CONTINUATION PAY

FOR OFFICIAL USE ONLY (WHEN FILLED IN)

Date

From: (Rank Full Name, USN)
To: Commander, Navy Personnel Command (PERS-42)
Via: (Chain of Command)

Subj: REQUEST FOR NUCLEAR OFFICER CONTINUATION PAY

Ref: (a) OPNAVINST 7220.11D
(b) 37 U.S.C. 333
(c) SECNAVINST 1920.6C

1. I have read and understand the provisions of reference (a), including all provisions relating to termination of payments to be made under this agreement and the circumstances under which recoupment by the Government of sums paid may be required, to which I agree. I hereby apply for the special pay authorized by reference (b).

2. (Regular Officer) Contingent upon acceptance of my application for this special pay, I agree not to tender a resignation for a period of (Note 1) years beyond my existing service obligation, or for a period of (Note 2) years beyond the date of acceptance of this request, whichever is later. I understand that, upon acceptance, this application is binding, and that thereupon I shall be eligible to receive \$17,500 per year for an initial 3-year agreement, or \$30,000 per year for a 3-, 4-, 5-, 6-, or 7-year agreement (select desired period) in special pay as described in reference (a).

OR

2. (Reserve Officer) Contingent upon acceptance of my application for this special pay, I consent to serve on active duty for a period of (Note 1) years beyond my existing service obligation, or for a period of (Note 2) years beyond the date of acceptance of this request, whichever is later. I further acknowledge that I remain bound by the provisions of reference (c), in which the Secretary of the Navy retains authority to process me for involuntary release from active duty. I understand that, upon acceptance, this application is binding, and that thereupon I shall be eligible to receive \$17,500 per

Enclosure (4)

Subj: REQUEST FOR NUCLEAR OFFICER CONTINUATION PAY

year for an initial 3-year agreement, or \$30,000 per year for a 3-, 4-, 5-, 6-, or 7-year (select desired period) agreement in special pay as described in reference (a).

3. I understand that, should I fail to screen for my next career milestone, refuse orders to a billet requiring nuclear qualifications, or otherwise lose eligibility for Nuclear Officer Continuation Pay for any of the reasons enumerated in subparagraphs 7f(1) or 7f(2) of reference (a), I will receive no further payments under this agreement, and may be required to repay the United States Government a portion of the money that I received in advance, subject to the provisions of subparagraph 7f of reference (a). I agree to repay any such amount in a timely manner in accordance with the provisions of reference (a).

4. I hereby elect payment in (Note 3) equal installments.

(Signature)

Note 1: Enter "3, 4, 5, 6 or 7".

Note 2: Must be the same number as entered for Note 1.

Note 3: Enter number of years covered by the agreement or number of years covered by the agreement plus one, as appropriate.

QUALIFYING ASSIGNMENTS FOR
LIMITED DUTY OFFICERS AND CHIEF WARRANT OFFICERS

1. LDOs and CWOs. In order to be eligible for AIB, nuclear-qualified LDOs and CWOs must be serving in assignments involving the direct supervision, operation, or maintenance of naval nuclear propulsion plants, or in assignments directly involving the management of nuclear training programs or nuclear-trained personnel. COs will submit an annual letter to PERS-42 to certify nuclear-qualified LDOs and CWOs assigned are actively involved in the direct supervision, operation, or maintenance of naval nuclear propulsion plants, or in the active management of nuclear training programs or nuclear-trained personnel (enclosure (7)).

2. Nuclear-qualified LDOs and CWOs are assigned to the following types of duty in support of the direct supervision, operation, or maintenance of naval nuclear propulsion plants.

- a. Duty aboard a nuclear powered warship.
- b. Duty on a nuclear submarine tender, nuclear support floating drydock, or repair facility where nuclear maintenance is conducted.
- c. Duty with Division of Naval Reactors, U.S. Department of Energy.
- d. Duty with CNO Nuclear Propulsion Program Branch (OPNAV (N133)), nuclear LDO and CWO community manager.
- e. Duty with PERS-42, nuclear LDO and CWO detailers.
- f. Duty with a nuclear ship group, squadron, submarine squadron support unit, Naval Submarine Support Command, nuclear mobile training team, or type commander staff.
- g. Duty as type commander representative or nuclear warship superintendent and or nuclear engineering inspector at a Navy or private shipyard involving overhaul, repair, or construction of nuclear-powered ships, or in supervisor of shipbuilding offices involved in the new construction installation of radiological control support facilities.

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h. Duty at a nuclear power training unit or the Navy Nuclear Propulsion Training Command.

3. OPNAV (N133) will maintain a current listing of LDO and CWO billets that qualify for AIB payments. Requests for identifying additional assignments as qualifying for AIB should be submitted utilizing the format contained in enclosure (6).

SAMPLE REQUEST FOR A NUCLEAR LIMITED DUTY OFFICER AND CHIEF
WARRANT OFFICER BILLET QUALIFYING FOR NUCLEAR OFFICER INCENTIVE
PAY

7220
Ser
Date

From: (Requesting Activity)
To: Chief of Naval Operations (OPNAV 133)
Via: (Chain of Command)

Subj: REQUEST FOR DESIGNATION OF A NUCLEAR TRAINED LIMITED DUTY
OFFICER and or CHIEF WARRANT OFFICER (LDO and or CWO)
BILLET AS QUALIFYING FOR NUCLEAR OFFICER INCENTIVE PAY

Ref: (a) OPNAVINST 7220.11D

1. Per reference (a), request the billet listed below be
designated as a nuclear officer incentive pay qualifying billet.

<u>ACTIVITY UIC</u>	<u>BSC</u>	<u>BILLET TITLE</u>	<u>BILLET DESIGNATOR</u>
---------------------	------------	---------------------	--------------------------

2. (Justification) This paragraph must contain specific information as to the specific involvement, including the percentage of time the incumbent nuclear-trained LDO or CWO is involved with the direct supervision, operation, or maintenance of naval nuclear propulsion plants, or with the management of nuclear training programs or nuclear-trained personnel. Additionally, include other major tasking assigned to the incumbent. If the billet in question is already included on the current list of qualifying billets maintained by Chief of Naval Personnel Command (PERS-42), as described in paragraph 2 of enclosure (5) to reference (a), but requires a title change, provide a copy of the Billet Change Request, obtained from the command's echelon 3 subordinate manpower code (SMC) representative (e.g., Commander, Submarine Forces or Commander, Naval Air Forces), as an enclosure to this request.

SIGNATURE

Copy to:
PERS-42

Enclosure (6)

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SAMPLE REPORT FORMAT FOR NUCLEAR OFFICER INCENTIVE PAY FOR
LIMITED DUTY OFFICERS AND CHIEF WARRANT OFFICERS

FOR OFFICIAL USE ONLY (WHEN FILLED IN)

7220
Ser
Date

From: (Reporting Activity)
To: Commander, Navy Personnel Command (PERS-42)

Subj: REPORT OF NUCLEAR OFFICER INCENTIVE PAY (NOIP) FOR
NUCLEAR-TRAINED LIMITED DUTY OFFICERS (LDOs) AND CHIEF
WARRANT OFFICERS (CWOs) FOR FYXX

Ref: (a) OPNAVINST 7220.11D

1. Per reference (a), the following NOIP qualifying assignments were filled by nuclear-trained LDOs and CWOs for the periods indicated. The officers named below are qualified and were actively engaged in the direct supervision, operation, or maintenance of naval nuclear propulsion plants, or another approved assignment within the Naval Nuclear Propulsion Program, during the periods indicated.

<u>POSITION TITLE</u>	<u>INCUMBENT LDO/CWO</u>	<u>INCLUSIVE DATES</u>	<u>REMARKS</u>
(Note 1)	(Full Name/Designator)	(Note 2)	(Note 3)

Note 1: Each qualifying officer must be coded with the AQD KD4, signifying that he or she is qualified for duty in connection with supervision, operation, and maintenance of naval nuclear propulsion plants. This information can be obtained from the Chief of Naval Personnel Command assignment directive ordering the officer to the activity.

Note 2: NOIP for LDOs and CWOs is paid only for the actual number of days the incumbent served in the qualifying assignment and was a KD4-designated officer.

Note 3: The intent of the LDO and CWO AIB program is for qualified officers to receive NOIP only while performing nuclear duties in qualifying assignments. If a KD4-designated officer

Enclosure (7)

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was administratively assigned, but was not actually performing duties associated with the direct supervision, operation, and maintenance of naval nuclear propulsion plants or with the management of nuclear training programs or nuclear-trained personnel, that officer is ineligible for NOIP.

(Signature)

SAMPLE ENDORSEMENT LETTER FOR NUCLEAR OFFICER CONTINUATION PAY

7220
Ser
Date

FOR OFFICIAL USE ONLY (WHEN FILLED IN)

FIRST ENDORSEMENT on Rank, Full Name, USN, Designator ltr of
(Date)

From: Commanding Officer, USS UNDERWAY (SSN-XXX)
To: Commander, Navy Personnel Command (PERS-42)

Subj: REQUEST FOR NUCLEAR OFFICER CONTINUATION PAY

1. Forwarded, recommending approval.
2. (Rank, Name) is recommended for department head or principal assistant and entitlement of nuclear officer continuation pay.
(Note 1)

(CO's Signature)

Copy to:
Originator
(Rank, Name)

Note 1: Line 2 required if not screened for Department Head or Principal Assistant afloat.