OPNAV INSTRUCTION 7220.11C

From: Chief of Naval Operations

Subj: NUCLEAR OFFICER INCENTIVE PAY PROGRAM

Ref: (a) Title 37, United States Code (U.S.C.)
(b) Manual of the Medical Department, NAVMED P-117
(c) SECNAVINST 1920.6C
(d) OPNAVINST 1531.7
(e) DoD Instruction 1215.08 of 26 Jun 06
(f) CNSTCINST 1530.1
(g) MILPERSMAN 1910, Enlisted Administrative Separations
(h) DoD Instruction 1332.30 of 11 Dec 08
(i) DoD Instruction 1332.14 of 28 Aug 08
(j) Chapter 61 of Title 10, U.S.C.
(k) BUPERSINST 1540.41B
(l) DJMS Pay Procedures Training Guide, Part One, Chapter 12
(m) MILPERSMAN 1520-050, Nuclear Propulsion Training
(n) MILPERSMAN 1611-020, Officer Detachment for Cause
(o) BUPERSINST 7220.29A

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

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.

2. Cancellation. OPNAVINST 7220.11B.

3. Background. Retention of experienced nuclear-qualified officers and steady accessions of qualified junior officers into the nuclear propulsion training program are required to support operation of the Navy’s nuclear-powered ships. 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 experienced officers can only be slowly acquired. 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 Nuclear Officer Incentive Pay (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 execute a written agreement 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 agreement. The nuclear officer accession bonus is the selected-for-training component of the nuclear career accession bonus authorized by section 312b(b)(1) of reference (a).

   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 training-successfully-completed component of the nuclear career accession bonus authorized by section 312b(b)(2) of reference (a).
c. Nuclear Officer Continuation Pay (COPAY). The 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 and authorized by section 312 of reference (a).

d. Nuclear Career Annual Incentive Bonus (AIB). The AIB is a sum of money paid annually to nuclear-qualified officers who have completed their initial service requirement, and to nuclear-trained and nuclear-qualified limited duty and warrant officers who remain on active duty an additional year, as authorized by section 312c of reference (a). Only officers in pay grades W-2 through W-5 and O-1 through O-6 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.

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 agreement 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 Commander, Navy Personnel Command (COMNAVPERSCOM) 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, COMNAVPERSCOM (PERS-42) will provide the individual with official written notification of acceptance. A copy of this acceptance can 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, unearned funds received for the nuclear officer accession bonus will be recouped, except as listed in subparagraphs 5d(2)(a) through 5d(2)(f) and subparagraphs 5d(3)(a) and 5d(3)(b) below.

(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) in accordance with reference (b).

(c) Failure to complete nuclear propulsion training due to lack of ability, as determined by COMNAVPERSCOM (PERS-42), upon formal recommendation of the service member’s Commanding Officer (CO).

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

(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 references (c) 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 (j), then any unpaid portion of the bonus will be paid to the member upon separation.
(b) Death. 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 (k), to document an individual officer’s continued eligibility for the nuclear career accession bonus.

   (2) Disbursing payment procedures are regulated by reference (1).

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 (k). 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. Officers currently serving under a COPAY contract may renegotiate a new COPAY contract per subparagraph 7c(5).

(4) For officers who have not completed their Minimum Service Requirement (MSR), qualification as engineer officer of a nuclear-powered ship, per reference (k), 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 0-6 or below. Officers selected for promotion to pay grade 0-7 are not eligible to initiate COPAY agreements; however, they may continue to be paid under an existing agreement until promoted or frocked to 0-7.

(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 serving in nuclear billets remain eligible for COPAY until 1 October following the screening board designating them "Not Cleared". After 1 October, these officers remain eligible only for AIB while serving in a nuclear billet.

(9) For initial COPAY agreements, the CO's forwarding endorsement must specifically state that the officer has the potential to succeed as a DH 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 thereafter. The existing service obligation will be considered as the cumulative obligation incurred (prior to the date of COPAY application) from initial accession source (MSR), nuclear propulsion training (service obligation defined by reference (m)), postgraduate training, and any obligation incurred by a COPAY agreement currently in effect. The application will be a written agreement, conditional upon acceptance by COMNAVPERSCOM (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 agreement shall 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 agreement. Enclosure (3) provides a sample application format for use by officers applying for COPAY.

c. Payment

(1) Officers whose applications are accepted by COMNAVPERSCOM (PERS-42) prior to completing their MSR incurred from initial source training, any additional obligation incurred under reference (m), 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 subparagraphs 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 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 COMNAVPERSCOM (PERS-42) prior to the end of an obligation incurred by a COPAY agreement 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 COMNAVPERSCOM (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 agreement, the first upon acceptance of the agreement, and the remaining payments annually thereafter.

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

(5) Upon acceptance of the agreement, the total amount authorized for the individual officer becomes fixed. However, should the amount paid to officers who subsequently apply for COPAY be increased for any one or all agreement periods (3, 4, 5, 6 or 7 years), officers with an existing agreement in effect may request a new agreement. The period of this new agreement (3, 4, 5, 6, or 7 years) will be equal to or exceed the remaining period of the officer's existing agreement, 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 agreement, the previous agreement will be canceled, effective on the day before the anniversary date after the date on which COPAY is increased.

(6) Disbursing payment procedures are regulated by reference (1).
d. **Obligation.** The 3-, 4-, 5-, 6-, or 7-year service obligation incurred as a result of executing a COPAY agreement 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 (1). Examples of situations requiring such recoupment are:

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

   (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 (n).
(g) Selection for and assumption of pay grade 0-7
(including frocking to 0-7).

(h) Failure of final screening, or being placed "Not
Cleared" for CO, XO, PA or DH, with the exception of those
selected for ARO.

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

(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, 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) Death. 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 (j), then any unpaid
installments will be paid to the member upon separation.
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) COs shall expeditiously forward agreements submitted by officers desiring to extend their service obligation for receipt of COPAY to COMNAVPERSCOM (PERS-42), with their endorsement. For initial COPAY agreements, the forwarding endorsement should specifically address the officer’s potential to succeed as DH if the officer has not yet screened for that career milestone.

(2) COs must ensure that correct procedures for substantiation and record entries are used, as described in reference (k), 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 COMNAVPERSCOM (PERS-42) prior to approval of further payments.

(3) Eligible officers may submit the request for a COPAY agreement shown in enclosure (3) to COMNAVPERSCOM (PERS-42) via their CO. For initial COPAY agreements, if the officer is not department head screened, the forwarding endorsement letter from the CO should specifically address the officer’s potential to succeed as DH afloat, as shown in enclosure (4).

8. Nuclear Career Annual Incentive Bonus

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 W-2 through W-5, or O-1 through O-6.
(3) Currently qualified for duty in connection with supervision, operation, and maintenance of Naval nuclear propulsion plants, under the provisions of reference (k). 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 surface warfare officers who transfer to the restricted line, and are assigned the AQD of KD2; or

(d) Nuclear-trained Limited Duty Officers/Chief Warrant Officers (LDOs/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 (o), 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) URL 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 obligated active 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 (m).
(7) Officers in a retire/retain status with nuclear AQDs.

b. LDO/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 direct supervision, operation, or maintenance of Naval nuclear propulsion plants. 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 8a(3)), will be paid AIB for that year on a pro-rata basis for the period that they were so qualified.

(5) LDOs/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/Promotion to Pay Grade 0-7. 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 0-6 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, and incurred during a period of unauthorized absence.

(e) Misconduct.
(f) Approved detachment for cause per reference (1).

(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, willful neglect, or not incurred during a period of unauthorized absence;

(b) Separation from the Naval Service by operation of laws independent of misconduct;

(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);

(3) In the event an officer otherwise qualified is promoted to pay grade 0-7, or has been selected for and has been frocked to 0-7 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 0-6 and not frocked to 0-7.

(4) In the event of the death, through no misconduct, 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 (i), 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 COMNAVPERSCOM (PERS-42) prior to approval of further AIB payments.

(2) COs must ensure accurate accounting of nuclear-trained LDOs/CWOs serving in AIB qualifying assignments. In this regard, COs will submit to COMNAVPERSCOM (PERS-42) an annual report on all qualifying assignments, listing the nuclear-trained LDOs/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.

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

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

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

M. E. FERGUSON III
Deputy Chief of Naval Operations
Manpower, Personnel, Training and Education

Distribution:
Electronic only via Department of Navy Issuances Web site
http://doni.daps.dla.mil/
NUCLEAR OFFICER INCENTIVE PAY RATES

1. NOIP Rates

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<tr>
<th>Bonus Provision</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Nuclear Officer Accession Bonus</td>
<td>$15,000</td>
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<tr>
<td>Nuclear Career Accession Bonus</td>
<td>$2,000</td>
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<tr>
<td>Nuclear Officer COPAY (Effective 1 Oct 2008)</td>
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<tr>
<td>- Initial 3-year agreement (Note 1)</td>
<td>$17,500 per year</td>
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<td>- 3-, 4-, 5-, 6-, or 7-year agreement</td>
<td>$30,000 per year</td>
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<th>Nuclear Career AIB</th>
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<td>- LDOs/CWOs</td>
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<td>- URL Officers and</td>
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<td>Lateral Transfer Officers</td>
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<td>- URL Officers</td>
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<td>(0-6 with 26 YCS or greater)</td>
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<td>- Serving/Served Major Command URL Officers</td>
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<td>- Serving/Served Major Program Acquisition Professionals</td>
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2. Authorization. Legislative authority for NOIP is granted through sections 312, 312b, and 312c of reference (a).

Note 1: "Initial" refers to a 3-year COPAY contract that does not obligate an officer to complete a DH tour. Officers who have completed a DH tour or enter into a COPAY contract that will obligate them for a DH 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)

From: (Rank, Name, USN, Social Security Number (SSN))
To: Commander, Navy Personnel Command (PERS-42)

Subj: APPLICATION FOR NUCLEAR OFFICER ACCESSION BONUS

Ref: (a) OPNAVINST 7220.11C
     (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/nuclear surface duty (circle 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. I understand that satisfactory completion of nuclear propulsion training fulfills all requirements for the nuclear officer accession bonus. For submarine and nuclear surface warfare officers, in addition to this agreement, I agree to serve a minimum 24-month nuclear division officer tour after the completion of nuclear propulsion training per reference (b).

Very respectfully,

(Signature)

Enclosure (2)
SAMPLE APPLICATION FORMAT FOR NUCLEAR OFFICER CONTINUATION PAY

FOR OFFICIAL USE ONLY (WHEN FILLED IN)

Date

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

Subj: REQUEST FOR NUCLEAR OFFICER CONTINUATION PAY

Ref: (a) OPNAVINST 7220.11C
(b) 37 U.S.C. 312
(c) Navy Officer Transfer Manual

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 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 chapter 107 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 year for an initial 3-year agreement, or $30,000 per year for a 3-, 4-, 5-, 6-, or 7-year agreement in special pay as described in reference (a).

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

(Signature)

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

Note 2: Must be same number as entered from Note 1.

Note 3: Enter number of years covered by the agreement or number of years covered by the agreement plus one, as appropriate.
SAMPLE ENDORSEMENT LETTER FOR NUCLEAR OFFICER CONTINUATION PAY

FOR OFFICIAL USE ONLY (WHEN FILLED IN)

7220
Ser
DD MMM YY

FIRST ENDORSEMENT on Rank, Name, USN, SSN/Designation

From: Commanding Officer, USS UNDERWAY (DD-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 and entitlement of nuclear officer continuation pay. (Note 1)

CO NAME

Copy to:
Originator
(Rank, Name)

Note 1: Line 2 required if not screened for department head afloat.

Enclosure (4)
QUALIFYING ASSIGNMENTS FOR LIMITED DUTY OFFICERS/CHIEF WARRANT OFFICERS

1. LDOs/CWOs. Nuclear-qualified LDOs and CWOs must be serving in assignments involving the direct supervision, operation, or maintenance of Naval nuclear propulsion plants in order to be eligible for AIB. COs will submit an annual letter to COMNAVPERSCOM (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 (enclosure (7)).

2. Nuclear-qualified LDOs/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 ship.

   b. Duty on a nuclear ship 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 a nuclear ship group, squadron, submarine squadron support unit, Naval submarine support command, nuclear mobile training team, or type commander staff.

   e. Duty as type commander representative or nuclear ship superintendent/nuclear engineering inspector at a Naval 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.

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

3. The CNO Nuclear Propulsion Program Branch (OPNAV (N133)) will maintain a current listing of LDO/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/CHIEF WARRANT OFFICER BILLET QUALIFYING FOR NUCLEAR OFFICER INCENTIVE PAY

From: (Requesting Activity)
To: Chief of Naval Operations Personnel (N133)
Via: (Chain of Command)

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

Ref: (a) OPNAVINST 7220.11C

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

<table>
<thead>
<tr>
<th>ACTIVITY UIC</th>
<th>BSC</th>
<th>BILLET TITLE</th>
<th>BILLET DESIGNATOR</th>
</tr>
</thead>
</table>

2. (Justification) (This paragraph must contain specific information as to the specific involvement, including the percentage of time the incumbent nuclear-trained LDO/CWO is involved with the direct supervision, operation, or maintenance of Naval nuclear propulsion plants. 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 COMNAVPERSCOM (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 commands echelon III subordinate manpower code (i.e., Submarine Force, Naval Air Force), as an enclosure to this request.

Copy to:
COMNAVPERSCOM (PERS-42)

Enclosure (6)
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)/CHIEF WARRANT OFFICERS (CWOs) FOR FYXX

Ref: (a) OPNAVINST 7220.11C

1. Per reference (a), the following NOIP qualifying assignments were filled by nuclear-trained LDO/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 during the periods indicated.

<table>
<thead>
<tr>
<th>POSITION</th>
<th>INCUMBENT</th>
<th>INCLUSIVE DATES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Note 1)</td>
<td>(Note 2)</td>
<td>(Note 3)</td>
</tr>
</tbody>
</table>

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

Note 2: NOIP for LDO/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 NOIP program is to assign only qualified officers to receive NOIP while serving in qualifying assignments. If a KD4-designated officer was assigned, but was not performing duties associated with the direct supervision, operation, and maintenance of Naval nuclear propulsion plants, that officer is ineligible for NOIP.

Enclosure (7)