

Employment and Staffing

Intergovernmental Personnel Act (IPA) Mobility Program

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California Army and California Air National Guard technicians and to commanders, managers and supervisors (military or civilian) with authority or responsibility over technician personnel management.

Proponent and Exception Authority. The proponent of this handbook is the Joint Force Headquarters, J-1, Directorate for Human Resources. The proponent has authority to approve exceptions to this regulation when they are consistent with controlling laws and regulation.

Supplementation. Supplementation of this regulation is prohibited.

Suggested Improvements. Users of this regulation are invited to send comments and suggested improvements to Joint Force Headquarters, Directorate for Human Resources, 9800 Goethe Road, Sacramento, CA 95826-9101.

Distribution. Distribution of the regulation is Army - A and Air Force - F.

History. None

Summary. This regulation provides guidance regarding the use of the Intergovernmental Personnel Act (IPA) Mobility Program.

Applicability. California National Guard Fulltime Personnel Regulation (CNGFPR) applies to all

Content (listed by paragraph number)

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1. Purpose.

This regulation discusses the intent of the Intergovernmental Personnel Act (IPA) Mobility Program which is to facilitate the movement of employees for short periods of time when this movement can serve a sound public purpose. The Intergovernmental Personnel Act allows an exchange of different or new ideas, information, expe-

rience, technology, abilities and skills through the temporary exchange of employees to or from state governments, between different jurisdictions, governmental activities or institutions.

2. References.

- a. Title 5, USC, Section 3371-3376, Assignments To and From States.
- b. Title 5, CFR, Part 334, Temporary Assignment of Employees Between Federal Agencies and State, Local, and Indian Tribal Governments, Institutions of Higher Education, and Other Eligible Organizations.

3. Background.

The National Guard began participation in the IPA program in 1971. However in February 1972, the Chief, National Guard Bureau (CNGB) issued policy limiting IPA assignments to The Adjutant General positions in the states.

4. General Policy.

- a. The Chief, National Guard Bureau considers IPA agreements. Requests for such assignments will be forwarded to NGB-J1-HR for evaluation and completion. Each assignment must be made for purposes that the CNGB determines are of mutual concern and benefit to the National Guard and the non-Federal organization. The benefits to the National Guard and the State government are the primary considerations in initiating assignments, not the desires or personal needs of an individual.
- b. Except for the position of State Adjutant General, National Guard personnel may not be assigned to a position where they would be employed or managed by the same jurisdiction (state) before or after the exchange.
- c. Assignments under IPA are management initiated. Assignments arranged to meet the personal interests of employees, to circumvent personnel ceilings, or to avoid unpleasant personnel decisions are contrary to the spirit and intent of the mobility assignment program.
- d. Technicians "assigned" to a State under this subchapter are, during the assignment either (1) on detail to a regular work assignment in their agency or (2) on leave without pay from their position. In either case, the technician remains an employee of the National Guard and retains the rights and benefits attached to that status.

5. Assignment Agreement.

An assignment under the IPA must be implemented by a written agreement. The specific content of the agreement may vary according to the assignment.

6. Length of Assignment.

These assignments allow technicians to serve with eligible non-Federal organizations for limited periods of up to two years without loss of employee rights and benefits. Technicians who have served for four continuous years on a single assignment may not be sent on another assignment without at least a 12-month return to duty with his or her activity/position. A single assignment may not exceed four years. Consecutive IPA assignments are an inappropriate use of this authority. Technicians should return to their previous employer at the completion of an IPA assignment. In order to meet the requirement for IPA participants to return to their agency for a period of time equal to that spent on the assignment, National Guard technicians must, upon return, meet the compatible military grade and assignment requirements.

7. Reimbursement for Assignment.

a. Cost-sharing arrangements for any assignment are negotiable between the participating activities. Costs may include employee pay, supplemental pay, fringe benefits, or travel and relocation expenses. To assure that both Federal and non-Federal organizations share equitably in the costs associated with assignments, the following guidelines have been developed:

- (1) The organizations must determine the relative benefit accruing to each, based on the assignment purposes identified and include a statement of relative benefit in the assignment agreement.
- (2) Cost-sharing arrangements should be based on the extent to which the participating organizations benefit from the assignment. The largest share of costs should be absorbed by the organization that benefits most from the assignment.
- (3) Prohibited costs include reimbursement for indirect or administrative costs associated with the assignment.

8. Pay Policy.

a. In no case can a Federal employee earn less on an IPA than he or she would have received in his or her technician position.

b. Leave without Pay (LWOP). A technician placed in a leave without pay status and appointed to a State position receives the appropriate rate of pay established by the State for that position and the State government to which he/she is temporarily assigned pays a technician on LWOP. However, if the State salary is less than the employee's current Federal salary, supplemental pay must be provided (by the National Guard) to ensure that earnings are equal to the Federal salary rate. While on LWOP under an IPA, the technician receives full retirement credit, health insurance benefits and life insurance benefits remain in effect and leave accrual continues. All personnel actions that could apply to a Federal employee, or to his or her position, continue to be applicable while the technician is on assignment.

c. Detail. A technician on detail is entitled to his or her Federal rate of pay. However, he or she may receive a supplemental salary from the State government when the position to which assigned has a higher established rate of pay. The detailed technician's pay, allowances, privileges, rights, seniority, and other benefits are preserved and remain in effect during the assignment.

9. Obligated Service Requirement.

A technician must agree, as a condition of accepting an IPA assignment, to return to the National Guard and service for a period of time equal to the length of the assignment. If the technician fails to reemploy, he/she must reimburse the National Guard for its share of the costs of the assignment (exclusive of salary.) The Chief, National Guard may waive this reimbursement for "good and sufficient" reasons.

10. Return to Duty.

At the completion of an IPA assignment, the California National Guard must return the technician to the same position he/she occupied at the time the assignment began or reassign the individual to another position of like pay and grade level. Any organizational or staffing changes affecting the position from which assigned should be brought to the technician's attention. The Directorate for Human Resources must notify the technician of the position to which he/she will be returned at least 30 days before the end of the assignment. If the position offered is of a lower grade or pay than the position held immediately before the assignment, the proposed action must be treated as an adverse action under TPR 752.

11. Termination of an Assignment.

An assignment may be terminated at any time at the option of the California National Guard or the non-Federal organization. Where possible, the party terminating the agreement before the original completion date should give a 30-day notice to all parties involved. This notification should be in writing and should include the reasons for the termination. An assignment must be terminated immediately whenever the assignee is no longer employed by his or her original employer regardless of whether the assignment is a detail or an appointment.