



DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, DC 20350-2000

OPNAVINST 7220.16A
N131
8 Oct 2015

OPNAV INSTRUCTION 7220.16A

From: Chief of Naval Operations

Subj: NAVAL SPECIAL WARFARE OFFICER CONTINUATION PAY PROGRAM

Ref: (a) 37 U.S.C. §318
(b) DoD 7000.14-R, Department of Defense Financial Management Regulations (FMRS)
(c) Manual of Navy Officer Manpower and Personnel Classifications Volume 1
(d) DJMS Pay Procedures Training Guide

Encl: (1) Naval Special Warfare Officer Continuation Pay Program Rates
(2) Sample Application Format for Special Warfare Officer Continuation Pay

1. Purpose. To publish policies, procedures, and guidance for the administration of continuation pay for certain naval special warfare (NSW), (SEAL) officers. Major changes to this revision include:

a. Removal of 6150 eligibility. NSW has disestablished the SEAL limited duty officer (LDO) designator (6150) by converting all LDOs to 1130.

b. Removal of the 1 year contract option.

2. Cancellation. OPNAVINST 7220.16.

3. Policy. The Naval Special Warfare Officer Continuation Pay (NSWOCP) Program is specifically targeted to 1130 and 1137 designated officers to improve retention in order to meet required control grade inventory for NSW service. References (a) and (b) volume 7A section 304 allow SEAL officers who meet the eligibility in paragraph 6 to execute a written agreement to remain on active duty. Any modifications to this instruction will be documented by a message to announce the change.

4. Definitions. For the purposes of this instruction, the definitions in subparagraphs 4a through 4d apply.

a. NSWOCP Program. A retention bonus authorized under reference (a), paid in addition to other pay and allowances to which an officer is entitled.

b. NSW Officer. An unrestricted line officer, designated as SEAL officer (1130 or 1137 designator).

c. NSW Service. Any assignment or position afloat or ashore, specifically authorized or coded for SEAL officers or requiring SEAL qualification or experience. This includes assignment to SEAL designated quotas for post-graduate education programs and junior service colleges.

d. Active Commissioned Service. Total of all active service as a commissioned officer in the U.S. Armed Forces and Reserve Components.

5. Authority. Reference (a) provides the authority for the Secretary of the Navy to pay this retention bonus. NSW Officer Community Manager (OCM) (BUPERS-311D), must manage the NSWOCP Program by:

a. Evaluating eligibility of candidates;

b. Accepting written agreements from SEAL officers to remain on active duty for a specified period in return for receipt of NSWOCP; and

c. Administering the program per this instruction.

6. Eligibility. NSWOCP may be paid to:

a. SEAL officers who are entitled to receive basic pay.

b. SEAL officers who are designated as an NSW officer (1130 or 1137 designator) with an additional qualification designator codes QC1 (fleet experienced) or QC9 (unspecified) as described in reference (c), part D.

c. SEAL officers who are serving in pay grade O-3, or are in pay grade O-4 and are not selected for promotion to pay grade O-5 at the time the officer applies to enter into the agreement.

d. SEAL officers who have completed at least 6, but not more than 12 years of active commissioned service.

e. SEAL officers who have completed the minimum service obligation incurred from the officer's initial commissioning program agreement.

7. Applications. Officers may apply for NSW OCP when they meet the eligibility requirements listed in paragraph 6. The application must be a written agreement, conditional upon acceptance by the NSW OCM (BUPERS-311D), to remain on active duty and maintain eligibility for a period of 3, 4, or 5 years beyond the date of acceptance of the application or beyond the date of expiration of an existing obligation, whichever is later. By law, the agreement cannot extend beyond the date of completion of 14 years of active commissioned service. Applications from officers with pending resignation requests must not be accepted until the officer has an approved resignation withdrawal.

8. Payment

a. Officers whose applications are accepted by NSW OCM (BUPERS-311D) must be paid at the rate specified for the contract options in enclosure (1). Officers have the following payment options:

(1) Receive half of the total amount on the date the agreement is accepted and equal installments of the remaining amount annually on the anniversary of the agreement thereafter;
or

(2) Receive equal installments annually on the date the agreement is accepted.

b. Upon acceptance of the agreement by the NSW OCM (BUPERS-311D), the total amount paid to the officer becomes fixed and the member incurs a firm service obligation. However, if the amount that is offered in enclosure (1) is equal to or higher than the officer's current contract, the officer may apply for a

new NSWOCF contract at the equal or higher rate. The period of this new contract must be equal to or exceed the original period of the officer's existing contract, so long as the period of obligated service does not extend the officer beyond the end of 14 years of active commissioned service. If the contract would extend the officer beyond the end of 14 years of active commissioned service, the payment must be prorated accordingly.

c. Reference (d), volume 7A regulates disbursing payment procedures.

9. Obligation. All service obligations incurred as a result of acceptance of an application for NSWOCF must commence on the date of acceptance of an application for NSWOCF or on the end date of any existing service obligation from a NSWOCF agreement, whichever is later. The service obligation incurred by an NSWOCF agreement must run concurrent with any other obligated service applicable to that officer, except the minimum service requirement listed in subparagraph 6e. New contracts may be accepted only if the period of the new contract equals or exceeds the original period of the officer's existing contract.

10. Recoupment and Repayment. Repayment policy is governed by Title 37 United States Code 303a(e), and reference (b) chapters 2 and 3. A member of the uniformed services who enters into a written agreement with specified service conditions for receipt of a bonus is entitled to the full amount of the bonus if the member fulfills the conditions of that written agreement. If the member fails to fulfill the service conditions specified in the written agreement for the pay, then the pay may be terminated and the member may be required to repay an amount equal to the unearned portion of the pay.

11. Submission of Applications

a. Using enclosure (2), eligible officers must submit their applications to NSW OCM (BUPERS-311D) via their commanding officers.

b. Commanding officers must ensure that correct procedures for substantiation and record entries are used. Commanding officers are required to contact NSW OCM (BUPERS-311D) under any

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pending circumstances, which could result in rendering an officer ineligible for the initial or any anniversary bonus payments.

12. Records Management. Records created as a result of this instruction, regardless of media and format, must be managed per Secretary of the Navy Manual 5210.1 of January 2012.



W. F. MORAN

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(Manpower, Personnel, Training
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NAVAL SPECIAL WARFARE OFFICER
CONTINUATION PAY PROGRAM RATES

<u>Obligated Service</u>	<u>Amount</u>
3-year agreement	\$10,000 per year
4-year agreement	\$12,500 per year
5-year agreement	\$15,000 per year

SAMPLE APPLICATION FORMAT FOR SPECIAL WARFARE OFFICER
CONTINUATION PAY

From: (Eligible Officer)
To: NSW Officer Community Manager (BUPERS-311D)
Via: Commanding Officer

Subj: REQUEST FOR NAVAL SPECIAL WARFARE OFFICER CONTINUATION
PAY (NSWOCP)

Ref: (a) 37 U.S.C. §318
(b) OPNAVINST 7220.16A
(c) DoD 7000.14-R, Department of Defense Financial
Management Regulation (FMRS)

1. I hereby apply for the NSWOCP authorized by reference (a). I have read, understand, and agree to the provisions of references (b) and (c), including all provisions relating to recoupment of payments to be made under this agreement and the circumstances under which recoupment by the Government of sums paid is required per reference (a), section 303a(e) and reference (c), volume 7A "Repayment of Unearned Portion of Bonuses and other Benefits."

2. I certify that I meet all eligibility requirements outlined in reference (b). I further certify that I have completed my minimum service obligation incurred through my initial commissioning program.

3. I understand that repayment of the unearned portion of the NSWOCP is required on a pro-rata basis per reference (a), section 303a(e) and reference (c), volume 7A if I fail to maintain eligibility or fail to complete the full contractual period of obligated military service of this agreement except for the following reasons:

a. Separation by operation of laws or by operation of Military Service or Department of Defense policies.

b. Death or disability, which is not the result of misconduct, willful neglect, and not incurred during a period of unauthorized absence.

4. I request the following NSWOCPC agreement listed in enclosure (1) of reference (b): [obligated service in years]. Contingent upon acceptance of my application for this special pay, I agree not to tender a resignation that would be effected during this NSWOCPC service obligation. I understand that, upon acceptance, this application is binding and that thereupon I must be eligible to receive [annual amount per enclosure (1) of reference (b)] per year of this agreement in special pay as described in reference (b). Upon acceptance of the agreement by the NSW OCM (BUPERS-311D), the total amount paid becomes fixed and I incur a firm service obligation. However, if the amount that is offered in enclosure (1) is equal or higher than my current contract, I may apply for a new NSWOCPC contract at the equal or higher rate. The period of my new contract must be equal to or exceed this contract so long as the period of obligated service does not extend me beyond the end of 14 years of active commissioned service. If the contract would extend me beyond the end of 14 years of active commissioned service, my payment must be prorated accordingly.

5. (Option 1) I elect payment in equal installments, with the final payment prorated if required; or

6. (Option 2) I elect to receive half of the total amount in the first payment installment, and (contract term minus one) equal installments of the remaining amount annually thereafter, with the final payment prorated if required.

7. I understand that the last year of my NSWOCPC agreement is a prorated year and the actual obligated service length and payment amount will be prorated to match my 14th year of active commissioned service, if necessary.

(Signature)
Print Name