



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

OPNAVINST 7220.16
N131
24 Dec 2005

OPNAV INSTRUCTION 7220.16

From: Chief of Naval Operations

Subj: NAVY SPECIAL WARFARE OFFICER CONTINUATION PAY
(SPECWAROCP) PROGRAM

Ref: (a) 37 U.S.C. 318
(b) Manual of Navy Officer Manpower and Personnel
Classifications Volume 1
(c) DJMS Pay Procedures Training Guide, Part One, Chapter
12

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

1. Purpose. To establish policies, procedures, and guidance for the administration of continuation pay as authorized by reference (a) for certain Special Warfare (SEAL) officers.
2. Cancellation. This OPNAV Instruction supersedes SECNAVINST 7220.86. The SECNAV Instruction was cancelled under a separate cancellation memo.
3. Policy. Reference (a) authorizes SPECWAROCP for eligible officers who obligate themselves to remain on active duty for at least one, but not more than five years. SPECWAROCP is specifically targeted to 1130 and 6150 designated officers, in order to retain the required control grade inventory for Naval Special Warfare service. The eligibility requirements, payment, and recoupment policies discussed below are designed to improve SEAL Officer retention. Any modifications to this instruction will be supported by a governing message to notify the Fleet of the change.
4. Definitions. For the purposes of this instruction, the

following definitions will apply:

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

b. Naval Special Warfare Officer. An Unrestricted Line (URL) Officer on active duty with NOBC 9293, designated as a SEAL Officer, 1130 or a Limited Duty SEAL Officer, 6150.

c. Naval Special Warfare Service. Any assignment or position, afloat or ashore, specifically authorized or coded for SEAL officers or requiring SEAL qualification or experience. Assignment to Naval SEAL designated quotas for post-graduate education programs and Junior Service Colleges is considered Naval Seal Service.

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

5. Authority. The Secretary of the Navy delegated authority to the Chief of Naval Personnel to administer the SPECWAROCP Program. The Chief of Naval Personnel further delegated authority to Commander, Navy Personnel Command (COMNAVPERSCOM)(PERS-41) to:

a. Evaluate eligibility of candidates for SPECWAROCP.

b. Accept written agreements from Naval SEAL Officers to remain on active duty for a specified period in return for SPECWAROCP.

c. Administer SPECWAROCP Program pursuant to this instruction.

6. Eligibility. SPECWAROCP may be paid to officers who:

a. Are on active duty, and thereby entitled to receive basic pay.

b. Are in the Regular Navy.

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c. Are URL officers designated as a Naval Special Warfare Officer (1130 or 6150 designator) and assigned Additional Qualification Designator (AQD) SEAL Qualified (QC1 or QC9) as described in reference (b).

d. Are serving in pay grade O-3, or are in pay grade O-4 and are not on a list of officers recommended for promotion, at the time the officer applies to enter into the agreement.

e. Have completed at least 6, but not more than 14 years of active commissioned service.

f. Have completed any service commitment incurred through the officer's initial commissioning program.

7. Applications. Officers may apply for SPECWAROCP when they meet the eligibility requirements of paragraph 6. The application shall be a written agreement, conditional upon acceptance by COMNAVPERSCOM (PERS-41), to remain on active duty as an officer for a period of 1, 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 will not be accepted until the officer has an approved resignation withdrawal.

8. Payment

a. Officers whose applications are accepted by COMNAVPERSCOM (PERS-41) shall be paid at the rate specified in enclosure (1) and in accordance with one of the following schedules:

(1) For a 1 year service obligation, officers will receive two equal payments, the first upon acceptance of the agreement and the second on the 1 year anniversary of that date.

(2) For a 3 year service obligation, officers will receive three equal installments, the first upon acceptance of the agreement and the remaining payments annually (i.e., 12-month intervals) thereafter.

(3) For a 4 or 5 year service obligation, officers may receive half of the total amount on the date the agreement is

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accepted and equal installments of the remaining amount annually (i.e., 12-month intervals) thereafter. Officers also have the option to receive equal annual installments similar to paragraph 8a(2).

b. Upon acceptance of the agreement by COMNAVPERSCOM (PERS-41), the total amount payable to the individual officer becomes fixed. However, should the amount that is paid to officers who subsequently apply for SPECWAROCP be increased, officers with an agreement in effect at a lower rate may execute a new agreement at the higher rate. The period of this new agreement shall be equal to or exceed the original period of the officer's existing agreement, so long as the period of obligated service does not extend beyond the end of 14 years of active commissioned service.

c. The amount of the retention bonus may be prorated in the last year of a multiple year contract as long as the agreement does not extend beyond the date on which the officer would complete 14 years of active commissioned service.

d. Disbursing payment procedures are regulated by reference (c).

9. Obligation. All service obligations incurred as a result of acceptance of an application for SPECWAROCP shall run from the date of acceptance of an application for SPECWAROCP or from the end of any existing service obligation from a SPECWAROCP agreement, whichever is later. The service obligation incurred by a SPECWAROCP agreement will run concurrent with any other obligated service applicable to that officer, except the minimum service requirement listed in paragraph 6f.

10. Recoupment

a. In the event an officer who has received SPECWAROCP fails to maintain eligibility for such special pay, as set forth in paragraph 6, or fails to complete the full period of additional obligated service, no further annual payments shall be made and refund of sums paid shall be required on a pro rata basis, under the procedures established in reference (c). Examples of situations requiring such recoupment are:

- (1) Approved request for voluntary release from the

written agreement if, due to unusual circumstances, it is determined by COMNAVPERSCOM that such release would be clearly in the best interest of both the Navy and the officer concerned.

(2) Refusal to accept orders in connection with Naval Special Warfare Service.

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

(4) Misconduct.

(5) Separation for cause.

(6) Approved Detachment for Cause.

b. If, for any of the following reasons, the officer fails to maintain eligibility for SPECWAROCP no further payments will be made, but recoupment of payments already made will not be required if:

(1) Separation from the naval service by operation of laws independent of misconduct.

(2) Disability, which is not the result of misconduct or willful neglect, and not incurred during a period of unauthorized absence.

(3) Where COMNAVPERSCOM determines that waiving the requirement to recoup payments is clearly in the best interest of the United States.

(4) In the event an officer serving under a SPECWAROCP service agreement dies before receiving the full amount of the bonus due, the remaining unpaid balance is payable as a lump sum for inclusion in the settlement of the deceased officer's final military pay account.

11. Submission of Applications

a. Using enclosure (2), eligible officers may submit their

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applications to COMNAVPERSCOM (PERS-41) 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 COMNAVPERSCOM (PERS-41) under any pending circumstances, which could result in rendering an officer ineligible for the initial or any anniversary bonus payments.

/s/

J. C. HARVEY, JR.
Vice Admiral, U.S. Navy
Deputy Chief of Naval Operations
(Manpower, Personnel, Training,
and Education)

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Naval Special Warfare Officer Continuation Pay Program RATES

<u>Obligated Service</u>	<u>Amount</u>
1-year agreement	\$6,000 per year
3-year agreement	\$10,000 per year
4-year agreement	\$12,500 per year
5-year agreement	\$15,000 per year

Enclosure (1)

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SAMPLE APPLICATION FORMAT FOR SPECWAROCP

From: (Eligible Officer)
To: Commander, Navy Personnel Command (PERS-41)
Via: Commanding Officer

Subj: REQUEST FOR SPECIAL WARFARE OFFICER CONTINUATION PAY

Ref: (a) 37 U.S.C. 318
(b) OPNAVINST 7220.16

1. I hereby apply for the special pay authorized by reference (a). I have read, understand, and agree to the provisions of reference (b), 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 is required.

2. I understand that recoupment of the unearned portion of Navy Special Warfare Officer Continuation Pay (SPECWAROCP) is required on a pro rata basis, if I fail to maintain eligibility, or fail to complete the full period of additional obligated military service except for the following reasons:

a. Separation by operation of law, except separation for cause or as the result of judicial proceedings under the Uniform Code of Military Justice.

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

c. Commander, Naval Personnel Command determines that waiver of recoupment is clearly in the best interest of the United States.

3. I request the following SPECWAROCP agreement listed in enclosure (1) of reference (b): (obligated service in years).

Enclosure (2)

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Contingent upon acceptance of my application for this special pay, I agree not to tender a resignation that would be effected during this SPECWAROCP service obligation. I understand that, upon acceptance, this application is binding, and that thereupon I shall 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). I understand that the service obligation incurred as a result of acceptance of this application for SPECWAROCP shall run from the date of acceptance of the application or from the end of any existing service obligation from an existing SPECWAROCP agreement, whichever is later.

Paragraph 4 payment options (per paragraph 8 of reference (b)):

- (1) Equal payment installments.
- (2) Half total payment in first payment installment, followed by equal payments thereafter.
- (3) Prorating last payment of a multi-year contract based on reaching end of eligibility window.

4. (Option 1) I elect payment in equal installments.

4. (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.

4. (Option 3: Add the following sentence at the end of paragraph 4, option 1 or 2, if applicable) I understand that the last year of my SPECWAROCP agreement is a prorated year and the actual obligated service length and payment amount will be prorated to match the end of my fourteenth year of active commissioned service.

(SIGNATURE)