

## MILPERSMAN 1160-040

### EXTENSION OF ENLISTMENTS

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<b>References</b>	(a) 10 U.S.C. § 509 (b) DFAS-DJMS Procedures Training Guide (DJMS PTG) (c) OPNAVINST 1160.8B (d) NAVMED P-117, Manual of the Medical Department (e) SECNAVINST 6120.3A (f) OPNAVINST 6110.1J
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#### 1. Policy

a. Per reference (a), the Secretary concerned may prescribe an extension of enlistment for a member of a Military Service with his or her written consent for a period not to exceed 4 years per enlistment.

b. Except as outlined in this article, all extension agreements are to be considered conditional for a specified reason. As such, extensions must be executed in monthly increments of 1-48 months. Unconditional extensions are not authorized. See paragraph 3 below for additional guidance.

c. When a member is discharged from an enlistment that has been extended under this article, the member has the same rights, privileges, and benefits that they would have if discharged at the same time from an enlistment not extended.

d. Sailors in pay grades E-6 and below with less than 14 years of service must have an approved authorization from Career Waypoints (C-WAY) in order to extend their enlistment, except as outlined in subparagraph 5c below.

e. Office of the Chief of Naval Operations (OPNAV) Military Personnel, Plans, and Policy Branch (N13) is responsible for total force management in support of Deputy Chief of Naval Operations (Manpower, Personnel, Training, and Education) (CNO N1) and is the final disposition authority for deviations from this policy.

## 2. Definitions

a. **"Agreement to extend enlistment"** refers to the official form of agreement on [NAVPERS 1070/621](#) Agreement to Extend Enlistment per [MILPERSMAN 1070-250](#). Agreements on other than the official form are of an informal, unofficial nature and could be repudiated or withdrawn by the member or the Navy. Clerical instructions for preparation of the agreement are contained in reference (b). [NAVPERS 1070/621](#) may be accessed by using the following Web address: <https://www.public.navy.mil/bupers-npc/reference/forms/NAVPERS/Pages/default.aspx>.

b. **"Agreement to extend active duty"** refers to the official form of agreement on [NAVPERS 1070/622](#) Agreement to Recall or Extend Active Duty per [MILPERSMAN 1070-260](#). For United States Navy Reserve members, [NAVPERS 1070/622](#) is used to extend the reserve active duty obligation and [NAVPERS 1070/621](#) to extend the enlisted reserve enlistment (if required). Clerical instructions for preparation of the agreement are contained in reference (b). [NAVPERS 1070-622](#) may be accessed by using the following Web address: <https://www.public.navy.mil/bupers-npc/reference/forms/NAVPERS/Pages/default.aspx>.

c. **"Execution of the agreement to extend enlistment"** or **"execution of extension date"** refers to the signature affixed on an extension of an agreement by the member concerned.

d. **"Extension becomes operative"** or **"operative date"** refers to the date the extension commences, which is the date after expiration of enlistment, as extended or as adjusted for the purpose of making up time not served. Following execution and prior to this date, the extension will be considered inoperative.

**Note:** Once an extension agreement becomes operative it may not be cancelled. In order to alter or cancel an operative extension, Sailors must submit a petition to the Board for Correction of Naval Records if they believe the extension was executed erroneously or that justifiable cancellation adjudication did not occur prior to the extension becoming operative.

e. **"Fault of member"** is defined as an intentional act of a Service member making the Service member culpable for the outcome which includes:

(1) A Sailor who willfully commits any action which results in attrition from a formal class "A" or "C" school; or

(2) A Sailor who voluntarily withdraws, drops, or quits a course of instruction.

**Note:** Inoperative extensions will not be cancelled if it is determined that the member is at fault.

f. **"No fault of member"** is defined as any action or event that is not intentionally committed by a Sailor (e.g., a Sailor diagnosed by a physician with an illness or medical condition (e.g., pregnancy) that may not allow the Sailor to complete formal "A" or "C" school or a Sailor who has executed an extension of enlistment for PCS orders, but is unable to execute permanent change of station (PCS) orders as written).

g. **"Retention eligible member"** is defined as a member that meets minimum eligibility criteria outlined in [MILPERSMAN 1160-030](#).

h. **"Improper extension"** is defined as an extension that is executed and subsequently made operative without the member meeting all retention eligibility requirements per [MILPERSMAN 1160-030](#).

**Note:** Members are reminded that an extension which has been determined to be improper is not binding on the Department of the Navy. A member may be separated on the basis of erroneous extension per [MILPERSMAN 1910-130](#) and or the best interest of the Service per [MILPERSMAN 1910-164](#).

3. **Extension Increments**. All extension agreements are conditional for a specified reason and may be executed in monthly increments of 1-48 months.

a. The enlistment contract cannot be extended for more than 48 aggregate months.

b. Extension agreements authorized during initial recruit enlistment contracts for 6-year obligation and 5-year enlistment programs count against the authorized months of extension per reference (a).

c. Refer to [MILPERSMAN 1160-030](#) for conditional reenlistment authority when a member cannot meet service obligation due to extensions of 48 total aggregate extension months on current enlistment.

**4. Circumstances Which Make a Sailor Ineligible to Execute an Extension.** The following are conditions for ineligibility:

a. Sailors who are not retention-eligible per [MILPERSMAN 1160-030](#).

b. Sailors whose enlistments have expired. For conditional reenlistments see [MILPERSMAN 1160-030](#).

c. Sailors in the Individual Ready Reserve, not in the Active Status Pool (ASP). Members in the ASP must meet all requirements of a member in the Selected Reserve (SELRES).

d. Sailors currently on limited duty (LIMDU) or found not physically qualified for duty at the expiration of enlistment. If the member is retention-eligible, per [MILPERSMAN 1160-030](#) and [MILPERSMAN 1306-1200](#), he or she can voluntarily agree to remain on active duty beyond the expiration of enlistment via a "Retain in Service" event in the Navy Standard Integrated Personnel System (NSIPS). Documentation will be made on [NAVPERS 1070/613](#) Administrative Remarks per [MILPERSMAN 1306-1200](#) and [MILPERSMAN 1160-050](#). [NAVPERS 1070/613](#) may be accessed by using the following Web address: <http://www.public.navy.mil/bupers-npc/reference/forms/NAVPERS/Pages/default.aspx>. The member must either reenlist and return to full duty utilizing accounting category code (ACC) 100 or separate upon completion of LIMDU. Further extension of the current enlistment is not authorized because the enlistment (or extended enlistment) has expired. If conditional reenlistment is warranted (e.g., high year tenure (HYT)), refer to [MILPERSMAN 1160-030](#) or refer the case to Bureau of Naval Personnel Enlisted Community Management Division (BUPERS-32) (Selected Reserve and Full-time Support Branch (BUPERS-328)).

e. A Sailor receiving a graded evaluation of "significant problems" must have one subsequent graded evaluation recommending him or her for promotion and retention.

**5. Commanding Officer (CO) and Officer-In-Charge (OIC) Extension Authority.** COs and OICs may authorize extensions up to 48 months for Sailors without BUPERS-32 (BUPERS-328) or BUPERS C-Way Division

(BUPERS-33) approval, as long as they meet the eligibility criteria stipulated in paragraphs 3 and 4 above, for the following reasons:

a. To match projected rotation date (PRD). Adjust the expiration of obligated service (EAOS) date of a member serving on any tour of duty to coincide with the established PRD.

b. To obtain maternity care benefits. An extension of enlistment may be executed to obtain maternity care benefits for the following individuals:

(1) Service woman. The member may execute an extension not to exceed 2 months beyond estimated delivery date, provided member meets all eligibility criteria set forth in [MILPERSMAN 1160-030](#); and or

(2) Spouse. A member whose normal EAOS falls within spouse's pregnancy may execute an extension not to exceed 2 months beyond the estimated delivery date, provided the member's services can be used effectively during the period of extension.

c. To obtain obligated service (OBLISERV) required to execute PCS orders or SELRES mobilization and recall orders, refer to [MILPERSMAN 1306-106](#) for information about OBLISERV in connection with a PCS transfer. Per [MILPERSMAN 1306-141](#), Voluntary Sea Duty Program (VSDP) Sailors are able to defer their Career Waypoints reenlistment (C-WAY-REEN) application window to the minimum OBLISERV required for the orders negotiated as outlined in [MILPERSMAN 1306-104](#). Sailors will not require a C-WAY-REEN application quota to execute an extension in order to accept orders, or extend in place under VSDP, provided they meet C-WAY-REEN criteria. In such cases, detailers and enlisted community managers must make appropriate entries into the Enlisted Active Information System (EAIS) notes section for the Sailor. Refer to reference (c) and the most recent selective reenlistment bonus (SRB) naval administrative message (NAVADMIN) for information on the OBLISERVE to Train Program.

d. To acquire necessary OBLISERV, as authorized in Navy directives, NAVADMIN, and this manual (e.g., to HYT or Fleet Reserve (FLTRES)/retirement date). Agreements to extend an enlistment to qualify or apply for a specific program are not authorized, unless authorized in respective directives.

(1) Members in receipt of authorization for transfer to the FLTRES may not extend their enlistment more than 30 days beyond their approved FLTRES date without specific approval from Navy Personnel Command (NAVPERSCOM) Enlisted Retirements Branch (PERS-836).

(2) Member's supporting personnel support detachment or command may execute extensions to obligate those Sailors in receipt of FLTRES transfer authorization without approval from BUPERS-32 (BUPERS-328). This authorization does not allow an enlistment to be extended to exceed an aggregate total of 48 months. Additionally, members may not extend their enlistments more than 30 days beyond their HYT date without specific approval from BUPERS-328. Sailors without an HYT waiver, who are extended beyond HYT, are to be separated at HYT vice EAOS as extended (see [MILPERSMAN 1160-120](#)). Extensions within 30 days of HYT do not require an HYT waiver. If NSIPS HYT flag prevents release of extension, personnel offices must contact BUPERS-32 (BUPERS-328).

#### 6. Exceptions to CO and OIC Extension Authority

a. Nuclear-trained Sailors seeking to extend an enlistment greater than 23 months for one enlistment contract must gain approval from OPNAV Nuclear Propulsion Program Manager (OPNAV N133). Additionally, nuclear-trained Sailors in paygrades E-4 and E-5 seeking HYT waivers or nuclear-trained E-6 Sailors seeking to exceed 20 years of service require authorization from OPNAV N133.

b. Nuclear-trained Sailors seeking to execute extensions for the purpose of meeting OBLISERV requirements for orders must contact OPNAV N133 for guidance to preclude potential loss of monetary benefits.

#### 7. Procedure for Executing Extension

a. To execute an extension, use [NAVPERS 1070/621](#) (or automated equivalent), which must be completed and signed by the member and an official authorized per [MILPERSMAN 1070-190](#) prior to the date of expiration of enlistment. Agreements executed subsequent to the date of expiration of enlistment are without legal force and effect.

b. The following information must be entered into the narrative section of [NAVPERS 1070/621](#) or [NAVPERS 1070/622](#):

(1) The reason for the extension (e.g., "To extend to PRD").

(2) The number of this extension on current enlistment or reenlistment (e.g., "This is my second extension").

(3) The following terms of the extension:

*"I understand that this extension becomes binding upon execution and may not thereafter be cancelled, except as provided in [MILPERSMAN 1160-040](#)."*

(4) Acknowledgement of potential loss of monetary benefits and the provisions of the SRB Program per reference (c) as follows:

*"I have been informed of the provisions of the SRB Program ([OPNAVINST 1160.8B](#)) and how the execution of this extension of enlistment may affect my entitlement to monetary benefits for a subsequent reenlistment."*

8. **Physical Examination.** Qualification for continued service, either in the Active Component (AC) or Reserve Component to include full-time support (FTS) and SELRES, should be based on the ability of a Service member to perform the functions of his or her rating, rate, or occupational specialty without physical or medical limitations. Per chapter 15 of reference (d), routine periodic physical examinations are no longer required for AC or FTS personnel. Instead, the use of the periodic health assessment, with guidance provided in reference (e), should be used to meet this requirement.

9. **Cancelling an Extension Agreement**

a. An extension agreement is cancelled by the personnel office completing the cancellation section of [NAVPERS 1070/621](#) or [NAVPERS 1070/622](#) and processing the corresponding NSIPS event.

b. A valid extension of enlistment that has become operative may not be cancelled. When an improper extension becomes operative (e.g., the second extension is made operative before the first extension), refer the case to BUPERS-32 (BUPERS-328).

c. When a member reenlists, inoperative extensions are automatically cancelled. The personnel office must not take any action on inoperative extensions upon reenlistment, including SRB and critical skill retention bonus reenlistments. Sailors are required to reenlist beyond the total aggregate months of all inoperative extensions.

d. COs and OICs must cancel agreements to extend enlistment, prior to operative date, for reasons listed below:

(1) When members, through no fault of their own (as defined in subparagraph 2f above), have not received any of the benefits (e.g., school, accelerated advancement, did not execute PCS orders, or enlistment bonus) for which the extension was executed, cancellation must occur by the day preceding the operative date of the extension. Members whose extensions are cancelled for this reason and desire to continue on active duty may simultaneously execute a new extension or reenlist per appropriate articles in this manual;

(2) When members are no longer recommended or eligible for retention. No longer recommended might result from failure to meet the minimum eligibility criteria in [MILPERSMAN 1160-030](#) (to include loss of security clearance). No longer recommended might result from unsatisfactory performance of duty or conduct and, in the opinion of the CO or OIC, the member lacks career potential. A full statement of the facts must be included in [NAVPERS 1070/613](#) with notation that the member is not recommended or eligible for reenlistment. Under this paragraph, the CO or OIC cannot cancel an extension that gained a significant benefit (e.g., enlistment bonus, accelerated advancement, PCS order execution, 5 or 6-Year Obligator Program, technical school, accompanied overseas tour) or, per reference (f), has an approved physical fitness assessment separation waiver, without obtaining an exception to policy approval authorization; and or

(3) When members attending school on temporary additional duty orders, through no fault of their own (as defined in subparagraph 2f above), are disenrolled. Cancellation and or adjustment of extension is explained in subparagraph 9f(3) below.

e. When cancellation of an inoperative extension appears meritorious, but the reason is not authorized in subparagraph 9d above (e.g., significant benefit resulted from the extension), forward [NAVPERS 1306/7](#) Enlisted Personnel Action Request to BUPERS-32 (BUPERS-328), include the documents listed below, and ensure handling procedures for e-mail and hardcopy submission are followed as outlined in paragraph 11 below:

(1) [NAVPERS 1070/881](#) Training, Education, and Qualification History;

(2) Related [NAVPERS 1070/613](#) Administrative Remarks;



(3) Related [NAVPERS 1070/621](#) Agreement to Extend Enlistment;  
and

(4) Related [NAVCRUIT 1133/52](#) Enlistment Guarantees.  
[NAVCRUIT 1133/52](#) may be accessed by using the following Web address:  
[https://navalforms.documentservices.dla.mil/formsDir/NAVCRUIT 1133  
52 - EG 10177.pdf](https://navalforms.documentservices.dla.mil/formsDir/NAVCRUIT113352-EG10177.pdf)

f. Cancellation or adjustments of extensions for school to include training received per [MILPERSMAN 1510-030](#). COs of recruit training centers and service school commands are authorized to cancel or adjust extensions executed for school, 5 or 6-year or scholastic program listed in the remarks section of the agreement to extend enlistment as follows:

(1) Students who are disenrolled prior to class convening date, through no fault of their own (as defined in subparagraph 2f above), must have their extensions cancelled, provided the extensions did not qualify them for another benefit or bonus.

(2) Students who are disenrolled after class convening date, through fault of their own (as defined in subparagraph 2f), must have their extensions adjusted using the OBLISERV for school's chart in [MILPERSMAN 1306-604](#), provided the extensions did not qualify them for another benefit or bonus. Such adjustment, hereafter, will be referred to as payback. Five or 6-year Sailors will have their extensions adjusted using the table in subparagraph 9f(3)(c) below).

(3) BUPERS-32 (BUPERS-328) authorization is required for extension cancellation or adjustment for students on PCS-funded orders are disenrolled before or after class convening date through no fault of their own (as defined in paragraph 2f), and do not have extension(s) cancelled or adjusted prior to transferring from the schoolhouse.

(a) Definition of Instruction Received:

1. For regular students, it is the number of weeks of training actually completed;

2. For accelerated students, it is the number of weeks of classroom seat-time actually used at the time of disenrollment;

3. For repeat, held-over, or temporarily disenrolled students, it is the number of syllabus weeks actually completed in the course; and or

4. Partial weeks are not counted as weeks of instruction received.

(b) Payback Computation Table. For non-5 or 6-year obligator members disenrolled, through fault of their own (as defined in subparagraph 2f above), from single "A" or "C" service schools or consecutive service schools, payback will be determined by using the active OBLISERV for school's chart in [MILPERSMAN 1306-604](#).

(c) Five or 6-Year Program Disenrollment. Payback computation table for the 5 or 6-Year Training Program disenrollees is shown below. This table must only be used for 5/6 year students disenrolled from training for months of service obligation to be incurred (payback) in return for training. If the table shows a requirement to serve a greater number of months than the original extension, then the original extension remains in effect. The member will execute a new agreement to extend enlistment and or active duty for a period that will provide the payback required for the number of weeks of received training in return for cancellation of the previous extension executed for training.

Instruction (Weeks)	Payback (Months)	Instruction (Weeks)	Payback (Months)
1	1	36	25
2	1	37	26
3	2	38	26
4	3	39	27
5	3	40	28
6	4	41	28
7	5	42	29
8	6	43	30
9	6	44	30
10	7	45	31
11	8	46	32
12	8	47	33
13	9	48	33
14	10	49	34
15	10	50	35
16	11	51	35
17	12	52	36
18	12	53	37
19	13	54	37
20	14	55	38
21	15	56	39
22	15	57	39
23	16	58	40
24	17	59	41
25	17	60	42
26	18	61	42
27	19	62	43
28	19	63	44
29	20	64	44
30	21	65	45
31	21	66	46
32	22	67	46
33	23	68	47
34	24	69	48
35	24		

(4) Administrative Procedures. COs or OICs will ensure the new extension agreement is executed, the old extension agreement is cancelled, and the following [NAVPERS 1070/613](#) entry is submitted per reference (b):

*"My active duty obligation remaining upon disenrollment from (school) has been explained to me per MILPERSMAN 1160-040. I understand that my active duty obligation has been established as (EAOS date).*

*(Member's signature)*

*(Witnessing officer's signature)"*

10. **Circumstances in Which COs and OICs Do Not Have the Authority to Cancel a Valid Extension**

a. COs and OICs will not cancel an agreement to extend enlistment under the following conditions:

(1) Member is found not physically qualified and or LIMDU is anticipated;

(2) Member is currently on LIMDU (ACC 105), provided member is physically qualified in all respects with exception of the diagnosis in the basic medical board report;

(3) Member is to be referred to a physical evaluation board for disability proceedings;

(4) Extension qualified the member for significant benefits as outlined in paragraph 9 above;

(5) Extensions executed prior to a C-WAY disapproval or approval. Members are to serve to their EAOS as extended, except when reasons in paragraph 9 above apply;

(6) Extensions may not be cancelled for failure to pay an enlistment bonus in a timely manner. When the oversight or delay of payment is identified, personnel officers are to promptly make the bonus payment; or

(7) Member becomes pregnant.

b. When COs and OICs do not have authority to cancel extensions of enlistment and early release warrants consideration (e.g., within force shaping initiatives), the member may consider requesting early release from NAVPERSCOM Enlisted Performance and Separations Branch (PERS-832) per [MILPERSMAN 1910-102](#).

11. **Electronic Transmission**

a. All e-mail regarding Navy personnel containing names, Social Security numbers (SSN), or other personally identifying information (PII), must be digitally-signed and public key infrastructure-encrypted. In the event that encryption is not possible, the only other authorized means of electronically transmitting PII is through use of Department of Defense (DoD) Secure Access File Exchange (SAFE). DoD SAFE may be accessed via the following Web address: <https://safe.apps.mil/>.

b. All hardcopy correspondence must be pre-coordinated before mailing to BUPERS-32 (BUPERS-328). Correspondence regarding Navy personnel which contains names, SSNs, or other PII must:

(1) Be double-wrapped with the inner layer labeled "FOR OFFICIAL USE ONLY-PRIVACY SENSITIVE. Any misuse or unauthorized disclosure may result in both civil and criminal penalties;"

(2) Use [DD 2923](#) "Privacy Act Data Cover Sheet" as appropriate;

(3) Be mailed to only those with an official need to know;

(4) Be sent via a mailing service that can provide tracking information; and

(5) Be handled and destroyed per DoD privacy directives.

12. **Additional information and points of contact are available at the following Web sites:**

a. <http://www.public.navy.mil/BUPERS-NPC/CAREER/ENLISTEDCAREERADMIN/Pages/ReenExt.aspx>

b. <http://www.public.navy.mil/bupers-npc/career/personnelconductandseparations/Pages/EnlistedSeparations.aspx>

c. <http://www.npc.navy.mil/CareerInfo/Retirement/EnlistedRetirements/>