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WITHDRAWAL SHEET

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Collection Name

Withdrawer

CAS 8/30/2005

File Folder JGR/NAVAL RESERVE PROGRAM

FOIA

F05-139/01

Box Number 33

COOK

28CAS

DOC NO	Doc Type	Document Description	No of Pages	Doc Date	Restrictions	
1	MEMO	ROBERTS TO FRED FIELDING RE COMPLAINT CONCERNING NAVAL RESERVE PROGRAM (PARTIAL)	1	5/4/1983	B6	1251

Freedom of Information Act - [5 U.S.C. 552(b)]

- B-1 National security classified information [(b)(1) of the FOIA]
- B-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- B-3 Release would violate a Federal statute [(b)(3) of the FOIA]
- B-4 Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- B-6 Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- B-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- B-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- B-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

E.O. 13233

C. Closed in accordance with restrictions contained in donor's deed of gift.

MEMORANDUM

THE WHITE HOUSE

WASHINGTON

May 4, 1983

MEMORANDUM FOR FRED F. FIELDING

FROM: JOHN G. ROBERTS *JGR*

SUBJECT: Complaint Concerning Naval Reserve Program

Attorney [REDACTED] has been retained by [REDACTED] to represent the interests of [REDACTED] in challenging certain practices of the Naval Reserve System. (The relationship between [REDACTED] and [REDACTED] is unclear.) [REDACTED] objects at length to the practice whereby paid naval reservists are given the option after several years in the reserve of shifting to a non-pay status and preserving accrued, non-vested retirement benefits or leaving the reserve and forfeiting the non-vested benefits. [REDACTED] legal arguments against the practice -- based on equitable estoppel, age discrimination, augmentation of appropriations, equal protection, and even the Thirteenth Amendment -- are not persuasive but neither are they entirely frivolous. [REDACTED] requests immediate reinstatement of [REDACTED] client to a pay billet, with a thinly-veiled threat in the penultimate paragraph of [REDACTED] letter to challenge the practice on a Department-wide basis if this is not done. [REDACTED] notes that efforts to resolve the matter "informally with the Navy Department" have been unproductive. *b6*

I recommend simply referring the matter to Will Taft for appropriate action, with a brief letter to [REDACTED] advising [REDACTED] of this disposition. Our office certainly should not get involved in such a specific matter at such a preliminary stage. *b6*

Attachments

1/NAVA ?
PES
Procedural
COPY - Reagan Presidential Record

THE WHITE HOUSE
WASHINGTON

May 4, 1983

MEMORANDUM FOR WILLIAM H. TAFT IV
GENERAL COUNSEL
DEPARTMENT OF DEFENSE

FROM: FRED F. FIELDING *Orig. signed by FFF*
COUNSEL TO THE PRESIDENT

SUBJECT: Challenge to Naval Reserve Practices

The attached letter raising legal challenges to certain naval reserve practices is forwarded to you for appropriate action.

Attachment

FFF:JGR:aw 5/4/83

cc: FFFielding
JGRoberts
Subj.
Chron

THE WHITE HOUSE

WASHINGTON

May 4, 1983

MEMORANDUM FOR WILLIAM H. TAFT IV
GENERAL COUNSEL
DEPARTMENT OF DEFENSE

FROM: FRED F. FIELDING *Orig. signed by FFF*
COUNSEL TO THE PRESIDENT

SUBJECT: Challenge to Naval Reserve Practices

The attached letter raising legal challenges to certain naval reserve practices is forwarded to you for appropriate action.

Attachment

FFF:JGR:aw 5/4/83

cc: FFFielding
JGRoberts
Subj.
Chron

THE WHITE HOUSE

WASHINGTON

May 4, 1983

Dear Mr. Niebrugge:

We have received your letter of April 5, 1983, presenting your views on certain practices of the naval reserve programs and requesting relief for your client. That letter has been forwarded to the Department of Defense for whatever consideration or action might be appropriate.

Sincerely,

Fred F. Fielding
Counsel to the President

Thomas W. Niebrugge, Esq.
1580 Lincoln Street
Suite 640
Denver, Colorado 80203

FFF:JGR:aw 5/3/83

cc: FFFielding
JGRoberts
Subj.
Chron

WHITE HOUSE CORRESPONDENCE TRACKING WORKSHEET

ND010

☐ O - OUTGOING

☐ H - INTERNAL

☐ I - INCOMING

Date Correspondence
Received (YY/MM/DD) 1/1

Name of Correspondent: Thomas W. Niebrugge

☐ MI Mail Report

User Codes: (A) _____

(B) _____

(C) _____

Subject: Practice in which substantial numbers
of officers and enlisted personnel participating
in the naval reserve without compensation for
their time, expenses or services

ROUTE TO:

ACTION

DISPOSITION

Official/Agency (Staff Name)	Action Code	Tracking Date YY/MM/DD	Type of Response	Code	Completion Date YY/MM/DD
<u>CU Holland</u>	ORIGINATOR	<u>83.04.12</u>			<u>1 1</u>
<u>WAT 18</u>	Referral Note:	<u>83.04.12</u>		<u>S</u>	<u>83.04.12</u>
	Referral Note:	<u>1 1</u>			<u>1 1</u>
	Referral Note:	<u>1 1</u>			<u>1 1</u>
	Referral Note:	<u>1 1</u>			<u>1 1</u>
	Referral Note:	<u>1 1</u>			<u>1 1</u>

ACTION CODES:

A - Appropriate Action
C - Comment/Recommendation
D - Draft Response
F - Furnish Fact Sheet
to be used as Enclosure

I - Info Copy Only/No Action Necessary
R - Direct Reply w/Copy
S - For Signature
X - Interim Reply

DISPOSITION CODES:

A - Answered
B - Non-Special Referral
C - Completed
S - Suspended

FOR OUTGOING CORRESPONDENCE:

Type of Response - Initials of Signer
Code - "A"
Completion Date - Date of Outgoing

Comments: _____

Keep this worksheet attached to the original incoming letter.
Send all routing updates to Central Reference (Room 75, OEOB).
Always return completed correspondence record to Central Files.
Refer questions about the correspondence tracking system to Central Reference, ext. 2590.

THOMAS W. NIEBRUGGE

ATTORNEY AT LAW

1580 LINCOLN STREET - SUITE 640

DENVER, COLORADO 80203

[Handwritten scribble]

APR 5 1983

TELEPHONE (303) 831-7755

CONFIDENTIAL TO BE AN
ADMINISTRATIVE MARKING
E.O. 12812-2

By NARA *conf* 8/3/05

136495 *CU*

Fred F. Fielding, Esq.
Counsel to the President
Office of the President
The White House
Washington, D.C. 20500

~~CONFIDENTIAL~~

Dear Mr. Fielding:

I have been retained by Ms. Laura J. Reilly[?] to cause certain research to be undertaken regarding a practice of the Department of the Navy. I am writing you in an effort to coordinate an inquiry concerning this practice - an inquiry which I now believe requires analysis by Mr. J. Paul McGrath of the Justice Department, Mr. William Taft of the Defense Department, Mr. Walter Skallerup of the Navy Department, the U. S. Attorney for the District of Illinois and yourself due to the potential liability to which the United States is exposed as a result of the issues set forth below and the impact it has had on my clients. I seek to either learn the government's official position on this matter or obtain the relief requested herein. Efforts to resolve this matter informally with the Navy Department have been unproductive, and my clients have authorized me to pursue this issue to the extent necessary.

The practice about which I write has resulted in substantial numbers of officers and enlisted personnel participating in the naval reserve, typically after several years of service, without compensation for their time, expenses or services. Recently, over 5,000 members of the Navy Reserve (hereinafter "Department") were "invited" to participate without pay. The Department generically classifies these participants as non-pay drillers. These individuals are allowed to drill "voluntarily" in order to accrue retirement points, contribute their services to the national defense and for the good of the Department. Should any individual elect not to participate, such an election works a forfeiture of his retirement program and prejudices his promotion potential should he later decide to re-enter the naval reserve. Broken service is a criteria used by naval selection boards.

The practices described above are, generally speaking, a result of a Departmental inability to follow and correlate

the outcomes of its recruiting efforts and retention rates. An "Open Door Policy" has been in effect whereby new members are continually recruited and accepted - the result predictably being overstrength within the Department with a concomitant need to displace some identifiable paid participant already performing satisfactorily within the reserve system. Typically, individuals with long tenure or seniority in rank comprise the majority of the class adversely affected. Contrary to typical seniority systems which operate on a "first in, last out" basis, the subject practice often operates on a "first in, first out" basis - prior training expenditures for these members notwithstanding. In sum, the Department enters into new agreements knowing that, as a result, they may very well be required to breach others. No inquiry of any member of the target population is made regarding whether they are interested in independently volunteering to participate in the program without pay. It should be noted that members in the unpaid class are nevertheless required to present themselves at their assigned reserve drilling sites for four three-hour drill periods during one weekend per month and to be prepared to leave their professions and families any hour of the day or night.

Based on my research, I have concluded that the subject practice suffers from a variety of constitutional, statutory and regulatory defects and presents a cause of action for the thousands of past and present members affected by its application. The following discussion provides an overview of my legal memorandum to Ms. Reilly in which I concluded that the maintenance of a non-pay category for those who do not have a basic intent to donate their services, and the refusal to pay certain individuals after compulsory service or the terms of their initial service agreements are fulfilled, is wrongful and remediable.

Individuals in unpaid categories frequently represent senior enlisted and officer personnel who have accrued several years of retirement and who have undergone extensive military training in furtherance of the Navy's mission. They have typically foregone years of other opportunities with the expectation of retirement and in reliance on the Department's representations that they should participate in the reserve because of the pay, retirement and benefits. Exhibits 1, 2, 3 and 4. We believe that recruiters are not told to voluntarily disclose that, after a certain number of years, an individual will or may be involuntarily transferred to an unpaid category but that if he desires to preserve his retirement he will be required to participate without pay as well as paying his own expenses to participate in naval training for two weeks per year. Indeed,

Departmental television, radio and printed advertisements fail to make any mention of the subject practice. The Department's recruiting protocol as well as the displacement effects from its "Open Door Policy" supra leave little doubt, in our judgment, that the requirements for equitable estoppel can be met. Portmann v. U. S., 50 U.S.L.W. 2599 (7th Cir. 1982).

Apart from the equitable estoppel doctrine, the practice of attracting personnel into the reserve using recruiting and retention inducements with these individuals which lead them to executing service agreements, creates a specific obligatory relationship with rights and duties on both sides. I believe that the breach of such agreements, under the circumstances described, exposes the Department to substantial compensatory liability. Indeed, military identification cards state on their face, in many instances, expiration dates of "Indefinite" as do many service agreements. Rights against the United States arising out of contract (here "service agreements") have been repeatedly protected by the Fifth Amendment. Lynch v. U. S., 571, 579 (1934). See also Perry v. U.S., 294 U.S. 330 (1935); De La Rama S.S. v. U. S., 334 U.S. 386 (1953).

No organization can or is required to guarantee an employee unlimited employment. Similarly, absent the outright involuntary discharge, termination or separation of an individual from an organization, no organization can enrich itself or further its objectives (other than charities) without compensating those contributing to it. Implicit in the Department's recruitment advertisements is that, as long as one satisfactorily participates, he will be paid. As a practical matter, participation by the subject individuals effects an inversion of the fee for service principle.

The Department's recruiting representations and non-pay decisions affect its members in other ways. When a senior officer attempts to effect an interservice transfer to the Army Reserve program, which pays all of its reservists, he typically is unacceptable because of his higher rank; that is, the transfer potential for non-Army officers is prejudiced when they reach a certain tenure within the Navy system - that same tenure being the basis for Departmental action to transfer the member involuntarily to a non-pay billet. If the now unpaid naval reserve member does elect to participate in the Navy Reserve by dedicating one weekend a month plus two weeks of unpaid active duty for training, he must frequently work in the private sector during a second weekend to make up for the salary lost through the unpaid status. This is the situation in which my clients now find themselves. The member who does elect to discontinue his

participation forfeits any chance at retirement as well as a service-connected life insurance policy which was initially used as an incentive in the recruitment program to solicit the participation of the now unpaid member. As stated above, this same member also prejudices his promotion or selection potential if he discontinues his participation but later re-enters the program for any reason. The Department does extend the opportunity to its unpaid participants to work on correspondence courses, on their own time without pay, to accrue retirement points - a benefit which may very well be illusory as explained below. Service people entering the reserve program initially do not do so in order to work on correspondence courses - a "benefit" not mentioned in the bulk of the Department's advertisements.

A review of the legislative history through the Congressional Information Service of the statute which authorizes voluntary service indicates that the subject practice, and personnel situations resulting from it, is not one which Congress contemplated. While the Department asserts that the individuals participating without pay are volunteers, we believe that upon reasonable inquiry a reviewer will conclude that they are not volunteers as that term has been defined in the decisional law. The term "voluntary" has been the source of a great deal of judicial consternation in a variety of civil tax, Fair Labor Standards Act, Occupational Safety and Health Act, Federal Employees' Compensation Act (the latter three Acts requiring employer-employee relationships, thus having no application when volunteers are involved) and military induction cases. It has not received much attention in the decisional law affecting reservists. As for the Code of Federal Regulations, the provision therein which speaks to non-pay participation is entirely self-serving and we believe in derogation of the statutory authority under which it was promulgated.

The law is settled that in order to be a volunteer, one must volitionally "intend to donate" his services. In our judgment, there is no such intent among the great majority of unpaid reservists. Additionally, in considering the voluntariness of the subject relationship, it should be recognized that attempted resignations of these so-called volunteers, immediately prior to a call-up, will generally not be accepted. We believe that a jury would not be likely to conclude that such individuals are, in fact, volunteers in the sense that that term is customarily construed. It is our position that while these unpaid participants do consensually continue the reserve relationship and drill program, they do so under a compulsion. The imperative which they face is simple, viz. work ("drill") at your own expense or endure the consequences of resignation as described herein.

Reservists affected by this practice have acquired years of retirement points which do not vest until an age certain and until a minimum of 20 years service is completed. Few reservists are willing to lose the opportunity at a retirement for which they have so diligently worked, even though they may realize the Department has overreached in the execution of the service agreement and breached the representations made to encourage their entrance into the reserve. It should be noted that the retirement program itself does not confer any present benefit and, in fact, may never vest should the reservist predecease the vesting age.

Active duty commands charged with administering the reserve program have commented that the reservist is better prepared to participate without pay than others. Apart from its irrelevance, there is no justification for such a statement. The reliance on drill pay is incorporated into the reservists' standard of living and disposable income base and creates tremendous hardships when it is peremptorily and involuntarily discontinued. The summary nature of this action has, in my clients' case, been very damaging. We have found no instance where an active duty member or civil servant, regardless of salary level, has ever participated or been officially requested to participate under any circumstances (other than disciplinary actions) without pay. Indeed, in the private and federal sector, individuals are forbidden under the Fair Labor Standards Act and Anti-Deficiency Act from working without compensation other than in charitable pursuits. 29 U.S.C. §201 et seq.; 31 U.S.C. §665.

Among the class affected by this practice are a large number of individuals over the age of 40. A separate basis upon which to assert that this practice is impermissible is found in 29 U.S.C. §633(a) and the Navy's own regulation governing age discrimination.

By accepting the uncompensated services of reservists, who in many cases relieve civil service and full-time active duty personnel during week-end and annual training, the Department is also allowed to operate beyond its Congressionally authorized appropriation thereby, in effect, subsidizing its own budget - a clearly unconstitutional practice for any cabinet level department. The Department, with its cadre of free workers, is capable of extending its Congressionally authorized activities beyond their normal appropriated limits, thereby nullifying the strictures of the separation of powers doctrine.

Other constitutional arguments also obtain in this situation. While enforcement of mandatory duties owed the

government (e.g. jury duty) may not be covered by the Thirteenth Amendment, I have concluded that there can be little doubt a large number of reservists continue their participation under a servitude when they go unpaid. If they want to give effect to their contributions toward retirement, they must appear at their designated drill sites and actively participate next to their paid unit members. It strains credulity to assert that individuals are participating because they want to volunteer their services; they want to avoid forfeiting their entire retirement opportunity albeit somewhat conjectural as set forth above and preserve whatever chances there are, however remote, to be placed back into a paid status.

While the separation of reservists into pay and non-pay categories is done for administrative convenience, viz. retaining highly skilled personnel at no cost to the Department and correcting for management errors in reconciling recruiting efforts with retention activities, it is similarly impermissible from an equal protection standpoint. The Department of Defense has already had at least one experience in attempting to distinguish between different classes of personnel for purposes of administrative convenience - a practice violative of the equal protection requirements of the Fifth Amendment. Frontiero v. Richardson, 411 U.S. 677 (1973).

We also believe that there are strong public policy arguments against this practice. The fact that it is unlawful to use retirement benefits under the Employee Retirement Income Security Act to induce a worker to do things he would not otherwise be required to do also lends persuasive authority to the contentions set forth herein. Similarly, the discharge of reservists as a result of the Department's manpower mismanagement is a remedy which would not be likely to prevail in light of the steady erosion of the "employment at will" doctrine. The discharge of reservists without good cause or as a result of an employer's wrongdoing or negligence in the administration of its funds would hardly seem supportable.

Apart from the legal arguments set forth, there is also an equitable argument to be offered. Is it basically fair or in good faith to expect men and women to provide such services, expose themselves to involuntary recall and enrich the Department without compensation when no other federal employee is treated in such a manner? We ask you to conceptualize your own response if you were invited to come to work without pay. It takes only a moment's reflection to understand the morale, ethical and legal problems attending such a policy.

It is also extremely difficult to justify the enormous sums dedicated to train military personnel, knowing that as reservists they may need to be immediately called upon and further knowing that a number of reservists will simply depart the reserve program - a statement of their refusal to work in the reserve program or to make themselves available for recall in time of national need as a result of being taken advantage of by the Navy Department. The subject individuals were actively recruited and trained by the Department as being essential to the Navy's mission. Now, they are asserted not to be essential but are, in many instances, replaced by personnel who are recruited to fill the identical positions vacated by the unpaid drillers. These practices, if judged under an EAJA or FTCLA standard, are unjustifiable.

The relief we are requesting in order to conclude this matter is quite limited. I have been authorized to request in settlement of this issue that the Department immediately reinstate Dr. James Lloyd Abrams who has recently been one of the Navy Reserve members subjected to this practice. May I request that the Department take immediate steps to reinstate Dr. James Lloyd Abrams, a Navy Lieutenant Commander, SSN 507-54-9346, to a pay billet from which he was removed on February 28, 1983. In an effort to conclude this matter, I am asking that all drills performed in an unpaid capacity be reprocessed as paid drills.

It is our hope that Dr. Abrams may be immediately returned to a pay billet. I am authorized to represent that any such decision or the issues discussed in this letter will be treated confidentially. It is not our purpose at this point to judicially challenge the subject practices on a Department-wide basis but rather to limit this matter to Dr. Abrams' situation.

Thank you for your consideration.

Sincerely,

Thomas W. Niebrugge

T. W. NIEBRUGGE

EXHIBIT 1

The Naval Reserve is a good deal for the veteran.

In more ways than one.

It gives him a chance to get back his old rate.
And move on to a higher one.

A chance to polish the valuable skills he
learned while on active duty.

And develop new skills that could help him
get ahead in the Naval Reserve. And in civilian
life, too.

It gives him a chance to get his hands on some
of the challenging new equipment that makes
today's Navy the most effective force of its kind
in the world.

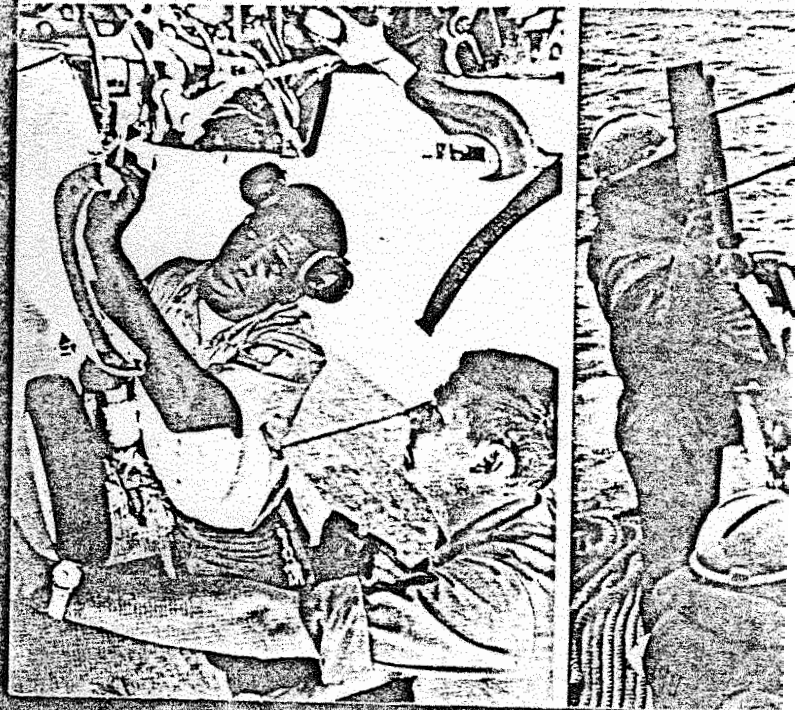
An opportunity to get together with old
friends. And meet new ones.

And it gives him something a young man just
getting started could really use.

Extra money.

Along with a whole package of fringe
benefits.

An opportunity to earn shopping privileges
at armed forces exchanges.



COME ON BACK

There are many good reasons for joining the Naval Air Reserve. Let's look at some, briefly.

Pay—You will receive base pay for four full days each month, at the same scale as full-time Navy people, while attending the two-day weekend training sessions. Each day's session is eight hours (two four-hour periods) and is usually conducted during the day. You also receive full pay and allowances while on your two weeks of ACDUTRA, as well as flight pay for pilots, flight officers, and enlisted persons in flight status.

You may be surprised to learn how much Navy pay has increased since you last served on active duty. This is because the Navy has had an annual pay raise for many years. Your Naval Reserve recruiter can tell you exactly how much you'll earn. The pay you qualify for is based on your rate and length of service.

Promotions—As in the regular Navy, advancement in the Naval Air Reserve keeps pace with your skills and leadership abilities. But a passing score on the written exam and your commanding officer's recommendation are also required.

If you were discharged from the service during the past four years, you can protect your rate by joining the Naval Air Reserve now. If you were in line for a promotion before your discharge, we'll assist in trying to obtain it for you once you are assigned to an air reserve unit.

Advanced Training—If you qualify for training in a critical Navy rating, you can volunteer to attend the specialized Navy technical school in that rating at the Navy's expense. This added training can help you

advance in your civilian career, too. The Navy is one of the most highly-respected technical training organizations in the country, and working with the Navy's most modern and sophisticated aviation equipment and aircraft is an education in itself.

Base Privileges—For every weekend training period, you are entitled to four days of shopping at any armed forces exchange store. Your spouse may go, too, but you are the only one permitted to make purchases. However, while you're on ACDUTRA, your spouse can shop by presenting a certified copy of your orders at exchanges and commissaries.

Family Protection—While in the Selected Reserve you are entitled to Servicemen's Group Life Insurance in the same amount (\$20,000) and at the same monthly premium rate as regular Navy persons. But you must be assigned to a unit or position which requires annual ACDUTRA and a minimum of 24 scheduled weekend training periods each year.

Tax Deductions—Travel, uniform maintenance and other expenses incurred as a direct result of attending weekend sessions and your two-week ACDUTRA period are authorized deductions for federal income tax purposes.

Flight Time—You can build up flight time if you're in a flight status, and become more qualified for promotion possibilities.

Retirement Pay—One of the most significant opportunities offered by affiliation with the Naval Reserve is to qualify for retirement pay.

Your entitlement is based on 20 years of qualifying service, which is earned by a combination of active duty, attendance at weekend sessions, active duty for training, and if you elect, by the completion of correspondence courses.



Pay.

You get approximately four full days base pay each month for attending the training sessions. These two-day sessions are held one evening a week, for which you earn one full days pay. Or one weekend a month, for which you earn four days pay. Drill sessions during these two-day weekends normally take place in the daytime only, and average eight hours a day. In addition, you receive full pay and allowances while on two weeks of active duty for training each year.

Your scale is the same as that paid to Navy people on fulltime active duty, and is based on your rate and length of service. As your skills and leadership abilities increase, you may qualify for advancement and the additional pay that goes with it.

As an armed forces veteran, you may already be eligible for advancement, because the Naval Reserve recognizes the skills and experience you acquired during your tour of active duty.

You might be surprised at how much the pay you qualify for has grown since you last served on active duty. This is because the Navy has had a pay raise every year for many years now. Your Naval Reserve recruiter can tell you exactly how much your pay will come to, based on the latest Navy increase for your rate and length of service.



school... we also know that experience is the best teacher... and we believe that hard work and experience should be recognized and put to good use—and that's the reasoning behind this special program.

Here's how DPEP works: The program is open in over 50 Navy job areas, and it allows for enlistment as a petty officer at any of several levels, depending on your age and your total work, training and supervisory experience. The length of your formal vocational or technical school education counts for up to one-half the work experience requirement. If you meet these requirements and can submit evidence of qualified work experience which ended within the past year, check the following chart.

It summarizes the requirements and the petty officer ratings under which you can join the Navy if you qualify for the DPEP.

**Required Years of
Work Experience**

**Rating &
Paygrade**

2 yrs.

Petty Officer
3d Class (E-4)

4 yrs. including
6 mos. supervisory

Petty Officer
2d Class (E-5)

6 yrs. including
1 yr. supervisory

Petty Officer
1st Class (E-6)

8 yrs. including
1 1/2 yrs. supervisory

Chief Petty
Officer (E-7)

In addition to the highest pay in Navy history, you qualify for a wide range of Navy benefits: travel... opportunities for advanced education... 30 days' vacation earned every year... good food... clean and comfortable quarters... free medical and dental care... close comradeship with persons of

your age group and talents... and a challenging, active, satisfying job.

In today's world, you've got to specialize if you're going to succeed. And The Navy wants you to. You *can* succeed if you qualify for the Navy's Direct Procurement Enlistment Program.

Combining Navy Training with a Civilian Career

For young men and women who wish to serve their country as they serve themselves, but who do not wish to serve the usual four to six years of active duty, the Navy offers a number of attractive Enlisted Reserve Programs. Some include jobs on the naval aviation team, which combine active duty with Reserve status in a meaningful way.

There are three Reserve programs of interest to young people: the Active Mariner Program, the TAR Program and a special Reserve program called Ready Mariner.

These programs enable young men and women to acquire basic Navy skills during an active duty phase. And then, enlarge upon those skills, advance in status and experience, and earn useful extra income during off-hours and vacation periods while actively pursuing civilian job and educational goals.

Reservists who qualify choose from the same list of space-age specialty schools as the Regular Navy enlistee. This gives them equal opportunity to learn a successful trade in career fields such as electronics, aviation, communications, medicine, administration and many more. And the Navy's technical schools are respected throughout the

world. They are probably one of the most significant factors why young men and women join the Navy and Naval Reserve.

In each program, Reservists also acquire steady credit toward increased pay through advancement and longevity and many benefits available to regular Navy enlistees.

Each program offers a variety of options which can be tailored to meet individual and Navy needs. Each offers a splendid opportunity for simultaneous service to both country and self.

In both war and peace, the U.S. Naval Reserve has stood for years as a vital link in our system of national defense, a reservoir of trained, knowledgeable, mature men and women we can all turn to in time of need.

The Ready Mariner Reserve Program

READY MARINER, a special Naval Reserve enlistment, lets you spend less time away from home and still get many of the benefits.

Here's how it works: After twelve weeks to approximately ten months spent on active duty for training purposes, enlistees are returned to the civilian community. For all practical purposes they're civilians again. But they are still in the Navy. Instead of serving continuously on active military duty, these Reservists attend meetings one weekend a month for the remainder of their total enlistment.

READY MARINER can offer you some of the same benefits as the longer active duty enlistments—and let you spend more than 90 percent of your total obligation at home.