



# Naval Personnel Management (Reserves)



November 2024 Version 1 Effective November 2024  
BRd 3(2)



# **NAVY WARFARE PUBLICATIONS**

**BRd 3(2)**

**NAVAL PERSONNEL MANAGEMENT - RESERVES**

**NOVEMBER 2024 VERSION 1**

## **SUMMARY OF CHANGES**

- 1.** BRd 3(2) November 2024 Version 1 supersedes BRd 3(2) December 2020 Version.
- 2.** This Version is effective on publication. Printed copies of BRd 3(2) are not produced and any copies or extracts from superseded documents should be destroyed in accordance with the regulations for the disposal of official waste.
- 3.** BRd 3(2) is made available on the Defence Intranet, Defence Gateway, Royal Navy Internet website and on disc to operational units via the DIS library.
- 4.** The content of this BR has undergone significant amendment since the previous version. Users should consult with the relevant chapters to ensure compliance with current policy.



Issue Date: November 2024

Superseding: BR 3(2)

Dated: December 2020

# Schedule to the Reserve Naval and Marine Forces' Regulations 2020

## BRd 3(2)

### NAVAL PERSONNEL MANAGEMENT (RESERVES) NOVEMBER 2024 VERSION 1

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**By Command of the Defence Council**

**Second Sea Lord**

and

**Fleet Commander**



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## EQUALITY ANALYSIS

The regulations in BRd 3(2) have been subject to Equality Analysis (EA) in accordance with Departmental policy. Chapter POCs are responsible for conducting EA on any new policy which affects the employment of personnel in order to ensure that it does not have a disproportionate impact on those in the Protected Characteristic groups.

## CONVENTIONS

The following conventions are used throughout this publication:



**Note.** *An operating procedure, practice, or condition that is essential to emphasise*



### CAUTION

**An operating procedure, practice, or condition that may result in equipment damage if not carefully observed or followed**



### WARNING

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## RECORD OF CONFIGURATION CONTROL

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## CHANGE PROPOSALS/FEEDBACK

1. Each Chapter has a Point of Contact (POC) Subject Matter Expert who is accountable to their OF5 (or equivalent, or above) for the accuracy of their Chapter.
2. **Change Proposals.** Change proposals are to be forwarded using the form available from the button at the bottom of NWP's Publications' Portal.
3. Every publication has a Desk Officer (DO) who sponsors the publication. As such, the DO 'owns' the publication and is accountable for its accuracy and content. NWP will forward all proposals for change to the DO.
4. **Feedback.** Submit feedback about NWP's services using the 'Feedback' button at the bottom of NWP's Publications' Portal.

## PREFACE

1. BR 3(2), which is a Schedule to the Regulations for the Reserve Naval and Marine Forces 2015, may have the appearance of a normal Naval Book of Reference (BR), but, having been created under the powers delegated to the Defence Council by Section 4 of the Reserve Forces Act 1996, is secondary legislation. As the Schedule and its contents are updated regularly, any printed extracts may become invalid shortly after they are printed. To ensure accuracy, reference must always be made to the electronic form.

### 2. How to use this BR

Links to associated material within both volumes of BRs are widely used throughout, shown highlighted. Otherwise, references are given. Movement within and between the two volumes of BR 3 can be conducted through use of the links. Reference can also be made to a number of useful extracts by clicking on the relevant Bookmark to the left of the text. Once finished with referring to the material via the Link or Bookmark, clicking on "Previous View" in the Navigation Toolbar will return the reader to the text previously being studied. The BRs can be searched in 2 ways: by using the Search (binoculars) button in the File Toolbar to search within an open Chapter; and by looking in the Index which lists Paragraph titles throughout the BR in alphabetical order - clicking on the selected item will take the reader to the paragraph in question. The "Search Book" button on the Home Page is disabled on copies of all BRs accessed via the Defence Intranet.

### 3. Aim

The aim of BR 3(2) is to give legal effect (in accordance with Section 4 of the Reserve Forces Act 1996) to the Principal Personnel Officer's (PPO) policy and guidance for the administration of the Reserve Naval and Marine Forces. In accordance with the Reserve Forces Act 1996, Section 4, amendments to this secondary legislation, must be made with the approval of the Admiralty Board of the Defence Council and, once approved, must be laid before Parliament (for information only). Guidance on how this is to be achieved is held by the SO1 Publications and CMR SO1 Policy.

### 4. Scope

BR 3(2) covers matters specific to Officers, Ratings and RM Other Ranks (RMOR) of the Naval Reserves - Royal Fleet Reserve (RFR), Royal Naval Reserve (RNR) and the Royal Marines Reserve (RMR) - as well as special groups serving under the Reserve Forces Act 1996 (RFA 96), while also being relevant to the whole of the Naval Service in their administration of Reserve Naval and Marine Forces.

### 5. Contents of BR 3(2)

BR 3(2) should be read alongside the guidance contained in BRd 3(1) (Part 10) and repeals the regulations contained within the following other Naval Books of Reference: BR 60 (Regulations for the Royal Naval Reserve); BR 61 (Royal Fleet Reserve and Recall Reserve (Naval and Marine) Regulations); BR 63 (Regulations for the Royal Marines Reserve); and BR 64 (Regulations for the Naval and Marines Reserve). These Preliminary Pages incorporate links to a List of Abbreviations, a Glossary of Terms and a List of Points of Contact.



## 6. Terminology

Considerable effort has been put into standardising terminology used in the Naval Service. Terms used are in accordance with those included in the tri-Service Manpower Lexicon in JSP 755. Some terms, primarily where not covered in JSP 755, are given in the Glossary. Terminology is always evolving. Examples of changes already widely (but not exhaustively) incorporated include: Liability in place of Requirement; Unit Establishment (List) in place of (Scheme of) Complement, Position in place of Billet or Post; and Assignment in place of Appointing and Drafting. Some personnel management terminology is quite specialised; in order to improve readability, therefore, the use of “Plain English” has been maximised. Common abbreviations are used widely (as defined in the List of Abbreviations) and personnel groups have usually been identified explicitly; less common terms have often been given in full. Unless stated otherwise, the following assumptions should be recognised when specific terms are used:

- a. “Naval” refers to the Naval Service as a whole;
- b. “Ratings” also includes RMOR, except where stated;
- c. “Ships” also include Submarines and Minor War Vessels.
- d. “Units” generally refers to deployable organisations that have their own Establishment List.
- e. RN Ranks (which includes Rates) encompass RM and QARNNS equivalents (an equivalent rank table can be found later in these Preliminary Pages.)
- f. In rare cases where a gender-neutral expression is not readily available, male terminology also includes female, except where explicit within the text (such as when referring to Royal Marines GS personnel).

## 7. Associated information

Duplication is minimised, so links or references are provided to associated subjects and areas of activity. Furthermore, in view of the relatively frequent changes to policy and processes, it is essential that recent DINs and RNTMs are also scrutinised. The following, not connected by links, are key sources of related information:

- a. **Officers’ Training.** BR 8374 (Officers’ Training Regulations) continues to provide the authoritative source of information but may in due course be superseded by incorporation into BR 3(1); Chapters 1 and 2 have already been subsumed into BR 3(1).
- b. **Mobilisation and Naval Augmentation.**
  - (1) **JSP 753.** JSP 753 gives the tri-Service Regulations on Mobilisation.
  - (2) **BR 3162.** BR 3162 - Instructions for the Redeployment, Mobilisation and Demobilisation of Personnel in Crisis and War - is obsolescent but remains a source of Naval information in the event of mass mobilisation.

- c. **JPA Desk Manual.** The JPA Desk Manual contains Business Process Guides, with procedures and references. It gives assistance in common JPA System activities through JPA Navigations.
- d. **JSP 462 Chapters 5 and 7.** Chapters in the Financial Management Policy Manual describe, respectively, the system of delegation of control of costs in Defence; and the roles and responsibilities of budget holders and other MOD authorities.
- e. **JSPs 751-761.** Tri-Service regulations, policies and procedures for use with JPA, include as follows:
- (1) **JSP 752.** JSP 752 gives regulations for Allowances.
  - (2) **JSP 754.** JSP 754 gives regulations for Pay and Charges, replacing the previous BR 1950.
  - (3) **JSP 755.** JSP 755 gives instructions for Positions and Assignments (including a Lexicon of Personnel terms).
  - (4) **JSP 757.** JSP 757 gives guidance for Appraisal Reporting.
  - (5) **JSP 759.** JSP 759 addresses the developing and naming of Competencies.
  - (6) **JSP 760.** JSP 760 gives regulations for Leave and Other Types of Absence.
  - (7) **JSP 761.** JSP 761 addresses Honours and Awards in the Armed Forces.
- f. **Army Equivalent Publications.** Army equivalent publications may be found on the Defence Intranet under Ministry of Defence | Army | Reference | Publications, notably AGAI (Army General and Administrative Instructions).
- g. **RAF Equivalent Publications.** RAF equivalent publications may be found on the Defence Intranet under Ministry of Defence | Royal Air Force | Reference | Publications, notably AP 3376 (Trade and Career Structures in the RAF), AP 3379 (RAF Manual of Training), AP 3390 (RAF Manpower Establishments and Manpower Scales), AP 3391 (RAF Manual of Recruiting and Selection), AP 3392 (RAF Manual of Personnel Administration), and AP 3393 (RAF Officer Commissioning and Terms of Service).

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**EQUIVALENT RANKS TABLE (from JSP 752, JSP 754 and BR2 (QRRN))**

An Equivalent Ranks Table is in BRd 3(1).

**LIST OF ABBREVIATIONS**

For a Glossary of terms and abbreviations used in Recruitment and Attraction, see BRd 3(1) Chapter 15. The Relative rates Table, which gives acronyms and full titles of all Ranks and Rates in each Specialisation, is at BRd 3(1) Annex 65A.

**POINTS OF CONTACT****BRd 3(2) PRELIMINARY PAGES**

<b>Post (DII Email Address)</b>	<b>Role</b>	<b>MoD Network Telephone</b>
NAVY PEOPLE-PSP PUBLICATIONS SO1	SO1 PUBLICATIONS	0300 1647572

**BR 3(2) CHAPTERS 1 - 20**

<b>Post (DII Email Address)</b>	<b>Role</b>	<b>Skype Number</b>
NAVY PEOPLE-MR HQ POLICY SO1	BRd 3(2) Chapters 1-20 POC; Policy Desk for Commander Maritime Reserves	0300 1610417

## GLOSSARY OF TERMS



**Note.** See also the tri-Service Manpower Lexicon in JSP 755.

TERM	DEFINITION
Acting Higher Rank/Rate	A rank that is higher than a Service Person's substantive Rank and is awarded for a temporary period. Paid at the Acting Rank/Rate. In RM referred to as Acting Rank.
Arm	A top level breakdown of a Service on functional grounds.
Assignment	A former, current or future allocation of a Service Person to a given Position.
Augmentation	Augmentation is the temporary re-distribution of individuals (regular, reserve or civilian) to wherever they are needed to meet directed operational Military Tasks and Events that cannot be achieved within peacetime establishments.
Branch	A professional functional sub-division which can be further divided into specialisations.
Competition Position	A Position which is filled by competition across and/or outside the Services.
Donor Position	A pre-determined and flagged Position which does not itself have a Crisis or Exercise function and that is filled by a Service Person who may be required for (later) Augmentation duties.
Dual Assignment	A Position which does not have a Crisis or Exercise function which is annotated to provide its incumbent to fill a specific Position, in another Unit, which has a Crisis or Exercise role only.
End Dated Position	A Position which counts towards Liability and which has a defined end date.
Enduring Position	A Position which counts towards Liability and which has no end date.
Establishment	An authorised account of the numbers and details of Positions in an Organisation.
Establishment Administration	The term used to describe the maintenance of Establishment documentation.
Hierarchy	An arrangement of Units, Organisations and/or Positions for command and administrative purposes.
JOB	A JPA term comprising three elements: Service/Domain/Detail, which is applied to every Position as a generic descriptor to assist Manning Authorities in Assigning personnel appropriately.
Junior Rank/Rate/Rating	A Service Person having a Rank up to NATO Rank OR4.
Liability	Liability refers to the requirement for specified types of trained military personnel. A baseline 'Service Liability' is agreed for each of the Services against which Manning Balance and the Public Sector Agreement is measured. These Service Liability totals are adjusted through the Departmental Planning process and endorsed by the Defence Board.
Local Foreign Service	Positions in an overseas Organisation that is not classified as SEA.
Local Rank/Rate	An unpaid rank that is different to a Service Person's substantive Rank and is awarded for a temporary period. Paid at the substantive Rank/Rate, unless also holding Acting Higher Rank/Rate.
Manning and Training Margin (MTM)	The mechanism by which replacements for temporarily non-effective, trained personnel are generated from within endorsed single-Service resources, through personnel provision which is included within the Liability for each Service.

TERM	DEFINITION
Maritime Reserves	See Volunteer Reserve Forces
Naval Service	Royal Navy (which includes QARNNS, Chaplains and Family Service), Royal Marines, Royal Fleet Reserve, Royal Naval Reserve, Royal Marines Reserve, and Naval Careers Service.
Officer	A Service Person holding a Royal Commission.
Organisation	A discrete Service group of any size and at any level.
Other Rank	A Service Person having a Rank up to NATO Rank OR9.
Phase 1 Training	All new entry training to provide basic military skills.
Phase 2 Training	Initial individual specialisation, sub-specialisation and technical training following Phase 1 Training prior to joining the Trained Strength.
Phase 3 Training	A period of individual training undertaken at any stage in a Serviceperson's career after GTS.
Planned Augmentation	Planned Augmentation reflects a known requirement for augmentees during times of crisis. It is reflected in Joint HQ augmentation manning lists and as "M Role" Positions in an Establishment for a Naval Unit.
Position	Position is an authorised personnel element of an Organisation to which one or more individuals may be Assigned.
Regular Reserve Forces	The Royal Fleet Reserve, Army Reserve and Royal Air Force Reserve. It is primarily (but not exclusively) comprised of ex-regular personnel who carry a reserve Liability.
Rotational Position	A Position filled in turn by more than one Service in a pre-determined cycle. Such Positions can include foreign servicemen.
Senior Rank/Rate/Rating	A Service Person having a NATO Rank of OR5 or above, up to OR7.
Service Person	A member of the UK armed forces. Includes the Naval Service, Army and RAF.
SEA Organisation	Positions in these Organisations meet specific criteria associated with an expectation of a high degree of separated service (BR 3(1) Chapter 2 refers).
SHORE Organisation	Positions in these Organisations do not meet the SEA or Local Foreign Service criteria.
Specialisation	A professional sub-division of Branch likely to reflect a particular field of expertise. Specialisations can be further divided into Sub-Specialisations.
Status	Status is the operational stance in which an Organisation or Unit is operating.
Strength	The number of personnel in an organisation. It may be further sub-divided by a number of groupings e.g. Service, Arm, Branch, Specialisation, sub-Specialisation, or rank.
Sub-Specialisation	A division of Specialisation on professional grounds. This is the lowest recognised level within the tri-Service structure.
Temporary Position	A Position that is created for a specific purpose and for a specific, finite period of time and does not count towards Liability.
Trained Strength	The number Service Personnel who have completed Phase 2 Training having reached Training Performance Standard (TPS).
Unit	A collection of Positions and/or Organisations grouped together for a particular purpose. It may contain several sub-units.



TERM	DEFINITION
Untrained Strength	Number of serving military personnel who have yet to complete Phase 2 training.
Volunteer Reserve Forces	The Royal Naval Reserve, Royal Marines Reserve, Territorial Army and Royal Auxiliary Air Force. They are volunteers who are required to train and are legally liable to be mobilised. Members may be ex-regulars. Naval volunteer Reserve Forces are also known as Maritime Reserves.
Warrant Officer	A Service Person holding a Royal Warrant and equivalent to NATO Rank OR8 or OR9.
Warrant Officer 1	A Service Person having NATO Rank OR9. Also referred to as Warrant Officer Class 1 or Warrant Officer 1st Class.
Warrant Officer 2	A Service Person having NATO Rank OR8. Also referred to as Warrant Officer Class 2 or Warrant Officer 2nd Class.

**DEFENCE COUNCIL REGULATION**

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DEFENCE COUNCIL REGULATIONS

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The Reserve Naval and Marine Forces (Amendment)  
Regulations 2024

*Made - - - - - 4th October 2024*  
*Laid before Parliament 16th October 2024*  
*Coming into force 1st November 2024*

The Defence Council makes the following Regulations in exercise of the powers conferred by section 4(2) of the Reserve Forces Act 1996(a).

**Citation and commencement**

1.— These Regulations may be cited as the Reserve Naval and Marine Forces (Amendment) Regulations 2024 and come into force on 1st November 2024.

(2) In these Regulations "the 2024 Regulations" means the Reserve Naval and Marine Forces Regulations 2024.

**Amendment of the 2020 Regulations**

3. The 2020 Regulations are amended as set out in the Schedule to these Regulations.

On behalf of the Defence Council

*M Connell CBE*

4th October 2024

*A Burns CB OBE*

4th October 2024

Members of the Admiralty Board

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(a) 1996 c. 14.

## CHAPTER 1

### REGULATIONS, COMMAND AND ORGANISATION OF RESERVE NAVAL AND MARINE FORCES

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## CHAPTER 1

REGULATIONS, COMMAND AND ORGANISATION OF  
RESERVE NAVAL AND MARINE FORCES

## SECTION 1 – REGULATIONS OF THE RESERVE NAVAL AND MARINE FORCES

## 0101. Regulations

a. These Defence Council Regulations apply to members of the Reserve Naval and Marine Forces which comprises the Royal Naval Reserve (RNR), the Royal Marines Reserve (RMR) and the Royal Fleet Reserve (RFR).

(1) **Maritime Reserves (MR).** The MR consists of the Royal Naval Reserve (RNR) and the Royal Marines Reserve (RMR) and are Volunteer Reserve Forces (essentially civilians who accept an annual training commitment and a liability to call out for permanent (that is 'mobilised')) service. Some members for the RNR or RMR may be ex-Regular personnel.

(2) **Royal Fleet Reserve (RFR).** The RFR is a 'Regular Reserve Force', and consists of ex-Regular personnel who, on leaving Regular Forces, retain a liability to call-out. Ex-Regulars can also become Volunteer Reserves and their Reserve Liability is placed in abeyance.

b. The Reserve Naval and Marine Forces are maintained by His Majesty in accordance with s.1(2)(a) of the RFA 96. In addition, there are ex-Regulars not in a Reserve Force who have a liability to recall to the Regular Services in a serious crisis, this includes those liable for recall under s.68 RFA 96 and s.52 RFA 80 (these personnel are known as Recall Reserves (RR) – for more see BRd 3(2) Chapter 15.

## 0102. Delegation of Authority under Reserve Forces Act 1996 (RFA 96)

a. **MR.** Commander Maritime Reserves (COMMARRES), commands the MR and, under the authority delegated to them by Second Sea Lord (2SL), through NAVSEC, is responsible for all aspects of training and administration of the RNR and RMR.

b. **RFR.** The SO1 Reserves Career Manager (SO1 RES CM) is the Registrar of Reserves for the RFR (Commissioned) and the RFR (Non Commissioned). The Director Personnel and Training/Naval Secretary (Dir (P&T)/NAVSEC) through the Registrar of Reserves is responsible for all aspects of administration of the RFR.

**SECTION 2 - MARITIME RESERVES COMMAND AND ORGANISATION**

**0103. Constitution**

The Maritime Reserves consists of the Royal Naval Reserve (RNR) and the Royal Marines Reserve (RMR).

**0104. Role of the Maritime Reserves**

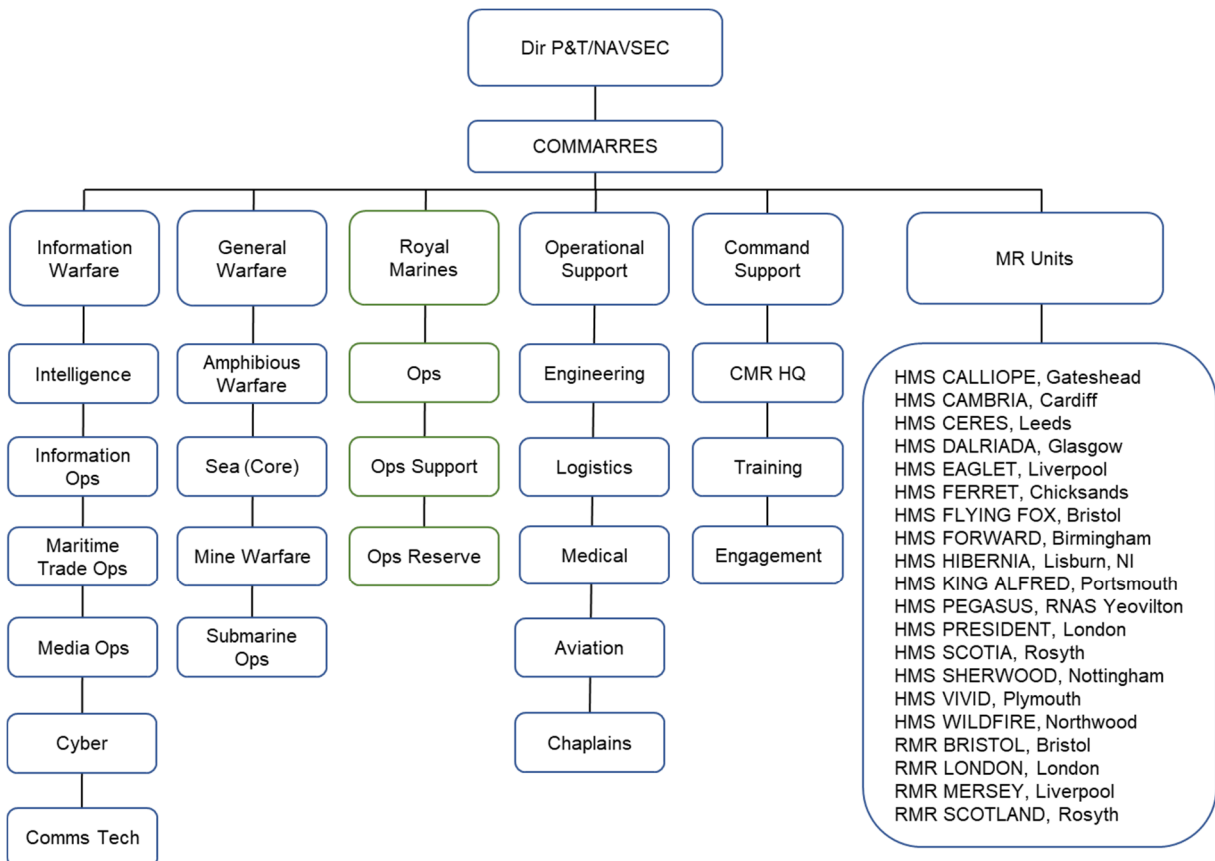
The Maritime Reserves exist to provide sufficient, capable and motivated personnel, at readiness, to reinforce Regular Forces.

**0105. Organisation**

a. The MR is a Fighting Arm of the Royal Navy, consisting of both the RNR and the RMR, structured around 20 Units, some with Satellites or Detachments, and 21 Capability Areas directly augmenting the Branches of the Royal Navy or providing niche professions held only in Reserve.

b. The organisation of the MR is at Fig 1-1 below:

**Figure 1-1. MR Organisation**



**0106. List Structure of the RNR**

Members of the RNR/RMR may serve on one of the following Lists:

- a. **List 1.** List 1 is the primary RNR/RMR Active List for officers and ratings/other ranks (ORs), whose minimum commitment is 24 Reserve Service Days (RSDs) per annum.
- b. **List 2.** List 2 is an Active List for officers and ratings/ORs, who elect to undertake a lower level commitment of 17 RSDs per annum.
- c. **List 3.** List 3 is a dormant List of the MR for members of the RNR/RMR who are unable or unwilling to maintain support to the MR. A person on List 3 cannot achieve a Certificate of Efficiency (CoE) which will mean that for the duration of the time on List 3 an individual will mark time for promotion, seniority, pay and bounty increments and will not achieve qualifying time for medal purposes. While on List 3 a Reservist remains subject to the RFA 96 and the requirements for mobilisation. Usually, it is the Reservist who may request to transfer to List 3 if unable to maintain their annual obligation. However, the Service also retains the right to compulsorily transfer a Reservist to List 3 if there is no service requirement to retain on the Active Lists. An individual can remain on List 3 for a maximum period of 3 years.
- d. **List 4.** This List is designed to retain specialist skills and competencies after a Reservist has completed service on the Active Lists, driven by Service need. A Reservist on List 4 cannot achieve a Certificate of Efficiency (CoE) but time served on this List counts towards medallic recognition. Membership is by selection only and is reviewed on a case-by-case basis. No Reservist has a right to be selected for List 4 or de-selected for transfer to the MR Retired List. Reservists with RFR liability may not join List 4. Terms and Conditions of Service (TACOS) for List 4 members can be found in BRd 3(1).
- e. **List 5.** MR Officers and Ratings/ORs who elect to undertake a period of FTRS under s.24 RFA 96 are to be placed on List 5 for the duration of the FTRS Commitment. Once EED is reached, Reservists with no RFR liability will be considered for List 4 to continue to undertake FTRS Commitment. There is no guarantee that a Reservist will be able to return to the MR on completion of their FTRS as it will be dependent on liability in Specialisation/Branch. If there is no liability to retain a Reservist in the MR, they will be either transferred to List 3, if under Normal Retirement Age (NRA), or discharged.

**0107. List Transfer**

MRs wishing to transfer from one list to another are to submit a request to the Reserves Career Manager Cell (Res CM Cell). The request is to outline the reasons for transfer and an assessment of the likelihood of a return to full MR activity. The Res CM Cell will make a recommendation, in consultation with the SO2 WFPT STRAT Res, Capability SO1 and Unit Commanding Officer. Personnel taking up an FTRS Commitment will be moved by the Res CM Cell to List 5 from the date of commencement of the Commitment. At the time of granting an extension of service, consideration will be given as to the most appropriate List on which to place the individual for the period of the extension and if deemed appropriate to change the List, the Res CM Cell will advise the Reservist.



**0108. The Sponsored Reserve List of the RNR**

This List is for those personnel who are subject to the liabilities provided for in RFA 96 Part 5. They will have taken on these liabilities so that they may be given Naval training and be available to be called out, as an extension of their peacetime employment, to continue to provide support to the Royal Navy on operations. Sponsored Reserves are administered by the Res CM Cell. See BRd 3(2) Chapter 17.

**0109. University Royal Naval Unit (URNU) List Structure**

List 7 is a list designed for administrative purposes only to meet the specific needs of the University Royal Naval Units (URNUs) and the RN Defence STEM Undergraduate Scheme (DSUS) (formerly the Defence Technical Undergraduate Scheme (DTUS) and Naval Bursars). **Members of this List are not Volunteer Reservists, have no call-out liability and form no part of the Maritime Reserves** (more detail in BRd 3(1) Part 11). List 7 is allocated for JPA administration for remuneration and issue of uniform in accordance with relevant policy. List 7 is sub-divided as follows:

- a. **List 7A.** Temporary Officers appointed as Training Officers recruited to assist with URNU training and administration<sup>1</sup>.
- b. **List 7B.** URNU Officer Cadets.
- c. **List 7C.** Members of the RN Defence STEM Undergraduate Scheme (DSUS).

**0110. The Sea Cadet Corps (SCC) and Combined Cadet Force (CCF)**

SCC and CCF officers, formerly List 8 of the RNR, are now members of the 'SCC and CCF' List. Detailed regulations for the administration of the CCF are contained in JSP 313 and the RN supplement. Members of this List have honorary RNR status only and are not considered to be members of a Reserve Force as defined by RFA 96.

**0111. Honorary Officers**

Honorary Officers are not Volunteer Reservists, have no call-out liability and form no part of the Maritime Reserves. They are borne for Representational Roles only. See BRd 3(2) Chapter 2, para 0207.g.

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<sup>1</sup> They are 'Remunerated Volunteers' with a similar status to the Cadet Force Adult Volunteers (CFAV) of the MOD-sponsored Cadet Forces.

## CHAPTER 2

### MARITIME RESERVES PERSONNEL MANAGEMENT

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**CHAPTER 2****MARITIME RESERVES PERSONNEL MANAGEMENT****SECTION 1 - REGULATIONS FOR PERSONNEL MANAGEMENT****0201. Annual Training Obligations**

- a. A member of the MR may be required to train in the United Kingdom or elsewhere, in any one year, for one or more periods not exceeding 16 days in aggregate and for other periods as may be prescribed, none of which shall exceed 36 hours without the consent of the person concerned (RFA 96 ss.22(1) and 27 refer).
- b. The voluntary Annual Training Commitment (ATC) for members of the MR comprises a combination of Operational Capability Output (OCO)<sup>1</sup> and Support Activity (SA) - the latter usually taking place in MR Units at weekends and on training evenings. In order to meet the minimum ATC, OCO may be undertaken in lieu of SA but not vice versa. The minimum ATC, which is a prerequisite for the award of the annual training Certificate of Efficiency (CoE) and corresponding award of bounty, varies between lists. The breakdown of the Annual Training Commitment List Structure is incorporated in BRd 3(1) and any changes issued annually via CMRTM.
- c. OCO may be aggregated from several short training periods, provided that at least two such periods are of a minimum of five days duration, or that there is one period of at least 10 days duration. Exceptions to this requirement may be made by COMMARRES on an individual or blanket basis.
- d. MR Unit Commanding Officers may authorise exemption from ATC but, to ensure equality and uniformity across the MR, prior approval must be sought from DACOS(FP) before such exemption is authorised. Prior to Commanding Officers authorising exemptions from training, consideration must be given to the effect of such decisions upon the award of CoE and Bounty Qualification. In addition, where it is the intention for officers of the rank of SO1 and above to be granted such waivers, approval is to be sought from DACOS(FP).
- e. Where a student member of an URNU applies to join an RNR Accelerated Officers Programme (AOP) they will, on successful completion of the AIB, join the RNR in the rank of Officer Cadet on List 1. They will be administered and paid by their RNR Unit but be seconded back, in their RNR rank, to their original URNU until the completion of their university studies, with no obligation to attend their RNR Unit. Upon award of the URNU CoE, they will have been deemed to have achieved the requirements for Bounty at the List 1 rate. On completion of their studies or leaving the URNU they will be required to meet the full criteria for award of a List 1 Bounty.

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<sup>1</sup> The terms OCO/CT and SA/NCT are generic and cover Continuous and Non-Continuous training for the MR.

- f. CMR HQ issues an annual CMRTM detailing the criteria to be applied for the awarding of the annual CoE and corresponding award of Bounty, and additional RSDs for specific posts (i.e. Unit CO, National Appointments) and where variations may occur.

#### 0202. Call-out Liability

- a. Details of call-out powers under RFA 96 are contained in JSP 753 Tri-Service Regulations for the Mobilisation of Reserves. Once on the Trained Strength of the MRs, all Reservists have a liability for call-out.
- b. Honorary Officers of the MR do not have any call-out liability under RFA 96 (either as Transitional Members or otherwise). Honorary Officers may, however, have a call-out or recall liability as a result of previous service in another reserve or regular force. If a reserve liability is held due to previous reserve or regular service, this is not negated by the holding of a position as an Honorary Officer.
- c. See BRd 3(2) Chapter 14 for more detail on Call-Out.

#### 0203. Reserve Service under RFA 96

- a. **High Readiness Reserves.** Members of List 1 of the RNR only who are not Transitional or Second Class Transitional Members in accordance with RFA 96 may, when the requirement exists, apply to join the High Readiness Reserve for periods of up to 12 months duration in accordance with RFA 96 Part IV. See BRd 3(2) Chapter 16 for details on HRR.
- b. **Full Time Reserve Service (FTRS).** Suitably qualified members of the MR Trained Strength who are not Transitional or Second Class Transitional Members in accordance with RFA 96 may, when the requirement exists, undertake Full Time Reserve Service with the Regular Service in accordance with RFA 96 s.24. See BRd 3(2) Chapter 18 for details on FTRS and BRd 3(1) Part 10 for Terms and Conditions of Service.
- c. **Additional Duties Commitment (ADC).** Members of List 1 of the MR who are on the Trained Strength and not Transitional or Second Class Transitional Members in accordance with RFA 96 may, when the requirement exists, undertake an Additional Duties Commitment with the Regular Service in accordance with RFA 96 s.25. Only one ADC can be undertaken at a time. However, ADCs can be undertaken consecutively as long as the RSD allocation remains under 180 days per year. See BRd 3(2) Chapter 19 for details on ADC and BRd 3(1) Part 10 for Terms and Conditions of Service.
- d. **Voluntary Training and Other Duties (VTOD).** All members of List 1 of the MR may, when the requirement exists, undertake VTOD in accordance with RFA 96 s.27. See BRd 3(2) Chapter 6 for details on VTOD.

**0204. Annual Bounty**

Reservists are eligible for an Annual bounty provided they meet the requirements of JSP 754 Chapter 3 Section 5 and any other requirements as COMMARRES may prescribe by CMRTM. It should be noted that unit COs do not have delegated powers to deduct a proportion of bounty if the additional training requirement is not met, however, if a CoE is not awarded as a result then the qualifications for bounty will not be met. See Para 0302 for those suspended from training while under investigation.

**0205. Pay and Allowances**

a. Provision for the pay, bounty and allowances for members of the MR is made under the authority conferred by RFA 96 s.4 and s.7(1). Regulations for pay, bounty and allowances are detailed in JSP 754 'Regulations for Pay and Charges' and JSP 752 'Regulations for Allowances' from time to time in force. All restrictions and deductions to the pay of a member of the MR are detailed in JSP 754 'Regulations for Pay and Charges'.

**b. Unpaid Activity.**

(1) Officers and Ratings are permitted to conduct Reserve activity without pay if they wish to do so and prior written approval has been given by the Unit. Although, as the term implies, there is no entitlement to any pay or allowances, Reservists injured in the course of unpaid activity may be entitled to recompense and may travel at public expense or in Service transport.

(2) The following rules apply:

(a) The activity must be appropriate and of benefit to the Service and the Reservist.

(b) There is no entitlement to any payment from public funds of pay or allowances.

(c) Any period of unpaid activity will not qualify towards the annual bounty.

(d) Reimbursement of travelling expenses may be claimed at the CO's discretion.

**0206. Pay During Sickness**

a. Reservists disabled by injury or sickness, may be eligible for Disability Allowance in accordance with the regulations in JSP 754, Chapter 3, Section 4.

b. Exceptionally, when a Reservist's period of training or service would normally expire during a period when they are undergoing treatment under Naval or military supervision or care the period of Service may be extended in consultation with Navy Healthcare-SHA AH and Navy People-MR HQ Policy SO1.

## SECTION 2 - MARITIME RESERVES ENTRY

### RECRUITMENT OF MR OFFICERS AND RATINGS/OTHER RANKS

#### 0207. Officer Entry

- a. Officers are commissioned into the MR. Acceptance of such an appointment (in writing or de facto) is deemed to be acceptance of His Majesty's Commission. Except for those with temporary Commissions, a Commission Parchment will be issued to all officers on first commissioning on application to DBS using the form at Annex 2C.
- b. **RNR Officers.** There are three ab initio routes for Officers to enter the RNR:
- (1) **General Officer Entry.** General Entry Officer candidates will not be allocated a specialisation until successful completion of Fleet Board. Although they may express a preference at the time of joining, their final allocation will be in accordance with the prevailing service requirement.
  - (2) **Medical, Dental and Nursing Officers.** Medical Officers (MOs) are recruited to the RNR as fully accredited independent medical practitioners or accredited consultants. Individuals may, exceptionally, be recruited at the lower Specialist Registrar (SpR), or Core Trainee (CT) level, providing they prove that they are in possession of the national training number for consultant training in a specialism with a Defence Medical Services 2020 requirement which has been apportioned to the RNR Medical Branch. Rank and seniority on entry is set by the Medical Officers' Career Manager. Promotion is in accordance with BRd 3(1), Chapter 66.
  - (3) **Chaplains.** Chaplain Candidates are to provide a CV for forwarding to Chaplain of the Fleet (COTF) (info copies to the SO2 Strategic Workforce Planner (Reserves) (SO2 SWP (Res))).
- c. **Seamless Entry.** Opportunities exist for members of the Regular Services (including the Army and the RAF) and those serving in FTRS and ADC commitments to enter seamlessly into the MR. The term "seamless" refers to the removal of some of the administrative requirements for joining the Maritime Reserves for those who are doing so immediately or up to three years after discharge from Regular Service. The process is owned by the FTRS Cell and SO1 Reserves Career Manager (SO1 RES CM) authorises all seamless entries following consultation with SO2 SWP (RES) and the respective RNR Specialist Advisers<sup>2</sup>.
- (1) Attendance at the Admiralty Interview Board (AIB) is not normally required for any MR officer who has already held a Commission, e.g.:
    - (a) Former Naval Service Officers who attained Trained Strength.

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<sup>2</sup> Exceptionally, CMR will authorise all seamless entries for the rank of OF4 and above.



- (b) Former officers of the other UK Regular and Reserve forces and former officers of Commonwealth Armed Services who attained Trained Strength.
- d. **Trained Re-entrants.** Opportunities exist for former members of the Regular or Reserve forces to enter the MR as trained re-entrants. If the applicant has been outside Regular or Reserve Service for less than 24 months, SO1 RES CM can authorise entry/re-entry following consultation with SO2 SWPT (RES) and the respective RNR Specialist Advisers. For Applicants who have been outside the Services for more than 2 years, entry is usually via the AFCO.
- e. **RMR Officers.** Candidates with a previous Commission who have also successfully attained their Green Beret are eligible to apply for direct entry as an RMR officer. However, entry for all such candidates is subject to manning clearance from the Reserves Career Manager. Attendance at the Admiralty Interview Board (AIB) is not normally required for any RMR officer who has already held a Commission, e.g., Former Royal Marines Officers who attained Trained Strength.
- f. **Temporary Commission in Times of Emergency.** The Defence Council may grant a temporary commission in the RNR/RMR, in such rank as may be deemed appropriate, to suitable persons who volunteer their services in times of emergency. Temporary officers of the RNR/RMR will be entitled, while so employed, to the rank, pay and allowances of the corresponding permanent rank in the RNR/RMR and generally will be treated in all other respects, and be subject to the same regulations, as permanent RNR/RMR officers. Such officers will be liable to service either ashore or afloat as may be directed by the Defence Council until their temporary commission is terminated.
- g. **Honorary MR Commissions.**
- (1) Honorary Commissions are granted to persons who, in the opinion of the Defence Council, are rendering exceptional service to the MR, or to any particular MR Unit, or to the Naval Service as a whole. Honorary Commissions are administered by 1SL's office whose advice should be sought in the first instance.
  - (2) Officers holding an Honorary Commission may be allowed to wear the uniform of their respective rank on state and other occasions of ceremony within the Commonwealth and on other appropriate occasions. NAVSEC should be consulted in cases of doubt as to the propriety of wearing uniform. Beyond the provision of initial uniform (No.1 Suit, Mess Undress and working rig) the purchase and maintenance of uniform will be an officer's own liability.
  - (3) The rank to be granted to the recipient will be that considered most appropriate by the Defence Council.
  - (4) Where circumstances arise that make it clear that a person is not fit to hold an Honorary Commission, e.g., through their conduct or non-engagement with the Naval Service, application for their commission to be terminated is to be made to 1SL.

## 0208. Rank on Entry - RNR Officers

- a. **Officer Cadets and Upper Yardmen.** On passing the AIB, and subject to final selection by COMMARRES, RNR candidates will be promoted to the rank of Midshipman (paid as OF1 IL1<sup>3</sup>) but will not wear the rank insignia and will be addressed as Officer Cadets. Promotion thereafter will be in accordance with BRd 3(1) Chapter 66.
- b. **Seamless Entries/Trained Re-entrants.** Seamless Entrants and Trained Re-entrants will generally be commissioned into the RNR in accordance with the principles and guidance in BRd 3(1) Chapter 48, Section 4 with SO1 RES CM, in consultation with SO2 SWPT (RES), assessing each application.
- c. **Promotion to Officer by Ratings and Other Ranks.** For Upper Yardmen (UY), Senior Upper Yardmen (SUY), Corps Commission (CC) and Senior Corps Commission (SCC) policy refer to BRd 3(1) Chapter 50 and BRd 3(1) Part 10. COMMARRES (SO2 N1 Pers) acts as the Recording Authority for Reservists.

## 0209. Ratings/Other Ranks (ORs)

On entry Ratings and ORs are enlisted in accordance with RFA 96 s9. Attestation is the evidencing of the validity of the process leading to a recruit's enlistment and in the genuineness of a recruit's answers on the form. Enlistment occurs when the declaration is made and signed on the Attestation Form. The procedure for attestation is as follows:

- a. The Enlisting Officer (EO) (defined as a commissioned officer of the Regular Services or of any Reserve Force (RFA 96)) must warn the recruit that they must answer questions on the Attestation Form truthfully.
- b. For RNR Ratings this is the Notice Paper and Attestation Form provided at Annex 2A; for RMR ORs this is the Notice Paper and Attestation Form provided at Annex 2B. These Notice Papers can only be amended by the Admiralty Board of the Defence Council.
- c. The EO must provide the recruit with a copy of the Notice Paper and satisfy themselves that the recruit understands it and wishes to be enlisted. The EO must then read out to the recruit the questions set out in the Attestation Form.
- d. The EO must ensure that Question 13 in the Attestation Form is correctly populated as per the Terms of Enlistment stated in the appropriate Notice Paper. For RNR Ratings this is as per paragraph 12 of the Notice Paper at Annex 2A; for RMR OR this is as per paragraph 8 of the Notice Paper at Annex 2B.
- e. The EO must satisfy themselves that the recruit understands the questions and must record their answers on the Attestation Form.
- f. The EO must ask the recruit to sign the declaration on the Attestation Form. The EO must witness the recruit signing the declaration.

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<sup>3</sup> See JSP 754 (Pay and Allowances) Chapter 5, Section 3 (Officers Commissioned from the Ranks) and Chapter 5, Section 1 (Medical and Dental Officers' pay).

- g. Upon signing the declaration, the recruit becomes a member of the Maritime Reserves.
- h. The EO signs the Attestation Form.
- i. When the recruit is finally approved for service, the recruit may be provided with a certified copy of the Attestation Form on request.

**0210. Oath of Allegiance**

- a. The Armed Forces Act 2006 introduced an oath of allegiance for Ratings and ORs entering the Naval Service. This is available in secular and non-secular forms.
- b. The signed declaration made at enlistment is a legal requirement whereas the oath of allegiance serves an educational, symbolic and solemn purpose. The oath of allegiance may be sworn during the first day of training or at another suitable point shortly after enlistment but note that swearing the oath of allegiance is a requirement for service i.e. recruits are not permitted to decline.

### SECTION 3 - MARITIME RESERVES OFFICERS LEAVING THE SERVICE

#### 0211. MR Officers Retired List

a. An officer on the Active List of the RNR<sup>4</sup>/RMR is eligible to be placed on the RNR/RMR Retired List in the rank held on retirement (provided their record of service is satisfactory) if they meet the requirement at sub-paragraphs (1) or (2) below:

- (1) Has served for at least 15 years in the RNR/RMR (see Note), including at least five years as an officer; or
- (2) Has the rank of Lieutenant RNR/Captain RMR or above and has served as an officer in the RNR/RMR for at least seven years.



**Note.** *The requirement for 15 years in the RNR/RMR may be waived under special circumstances e.g., previous qualifying service in another regular or reserve force. Authority for approval of this exceptional waiver rests with COMMARRES.*

b. Officers who qualify for the Retired List, but do not wish to join it, or wish to leave it, will be required to resign their commissions and will thus relinquish any reserve liability held.

#### 0212. Voluntary Retirement/Removal from Active List/Resignation of Commission

a. Unless called out, MR officers may apply to Retire Voluntarily (if eligible for Retired List) or be Voluntarily Removed from the Active List (VRFAL) by submitting a minimum of three months' notice in writing to the FTRS Cell through their Commanding Officer. Officers serving under FTRS TACOS may have to serve longer notice periods of up to 6 months on Full Commitment. The FTRS Cell will forward applications to COMMARRES for approval.

b. Officers retain their commissions on leaving the Service, regardless of whether or not they qualify for the Retired List, unless the Admiralty Board has directed that their commission be terminated (see BRd 3(1) Chapter 54 Section 6).

c. In exceptional circumstances, officers may be permitted to resign their commissions at the discretion of NAVSEC. In doing so, officers totally sever their connection with the Service; they are no longer allowed to use their Service rank, wear uniform on appropriate occasions or be recalled for Service.

d. Officers are not normally allowed to resign when under threat of disciplinary or administrative discharge proceedings unless it is considered that the interests of the Service will best be met by the officer's early release.

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<sup>4</sup> RNR Active Lists are Lists 1, 2 and 5.

**0213. Compulsory Removal of MR Officers from the Active List**

- a. An officer whose performance or conduct falls short of the standards required may be Compulsorily Removed from the Active List (CRFAL) with NAVSEC approval, delegated to COMMARRES up to and including OF5.
- b. **Compulsory Termination of Commission.** NAVSEC has the authority to terminate commissions up to and including OF5. Consideration may be given to placing the officer on the Retired List if eligible but, in certain circumstances with NAVSEC approval, commissions may simultaneously be terminated. In cases of serious misconduct or other cases where it would be inappropriate for the officer to continue to be associated with the RNR/RMR, commissions will normally be terminated.
- c. Recommendations for CRFAL may be made to COMMARRES by MR Unit Commanding Officers or Commanding Officers of the Employing Unit of personnel undertaking a commitment under s24 RFA 96<sup>5</sup>, in the following circumstances:
- (1) **Incapacity Due to Causes Beyond the Officer's Control.** Inability to reach required professional standards, temperamental unsuitability, etc. This may include failure of professional courses and/or New Entry Officers' Course at BRNC. Should an officer fail the BRNC course, a second attempt will only be permitted in exceptional circumstances, subject to COMMARRES approval. For those officers under training discharged for failing to achieve the required training standard, commissions will be automatically terminated.
  - (2) **Unsuitability due to Causes within the Officer's Control.** Inefficiency, unsatisfactory performance of duties, failure to meet the required training commitment (including failure to reach OPS within maximum target time), or for reasons other than misconduct.
  - (3) **Misconduct.** An act or acts of misconduct or intemperate or irregular habits of life rendering an officer unfit or unworthy of further service in the RNR/RMR.
  - (4) **Service Requirement.** Officers for whom there is no further requirement on the Active List.
  - (5) **Code of Social Conduct.** In cases where a severe breach of the Armed Forces Code of Social Conduct has occurred or for a series of relatively minor offences where formal warning has been given. In advance of a formal recommendation for CRFAL, Commanding Officers may apply to COMMARRES for authority to remove/suspend an individual from Unit whilst under investigation.

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<sup>5</sup> As those on an Additional Duties Commitment under s25 RFA 96 must maintain their MR training obligations, application for CRFAL will be made by their MR Commanding Officer.

(6) **Medical Unfitness.** Personnel found to be permanently unfit for full naval service will be brought before a Naval Service Medical Board of Survey (NSMBOS) to determine their correct medical category in accordance with BR 1750A. Thereafter, the Medical Employability Board (MEB) will determine whether a reservist is retained in a permanently reduced category or discharged from the Service.

d. Where application for CRFAL is sought for an MR who is on FTRS/ADC, an automatic consequence should the application be approved, will be termination of their FTRS/ADC commitment. This is because the ability to undertake such commitments, requires the person to be a member of a Reserve Force and an individual who has had CRFAL approved, is no longer a member of a Reserve Force<sup>6</sup>. Applications for CRFAL in these cases, must also state the individual is on FTRS/ADC commitment to ensure they are made aware of the associated consequence. If the CRFAL is approved, notification of the CRFAL must be sent to the Registrar of Reserves iaw Ch 18/19, for action on terminating the commitment.

e. Officers are to be afforded ample opportunity to overcome individual weaknesses and, where appropriate, written warnings should be given or a regime of Command reports instigated. In all cases, officers are to be reminded of their right to make a representation in accordance with BRd 2 Chapter 42.

f. Officers who fail to achieve the prescribed minimum annual training requirements may be discharged using the following procedure:

(1) The Unit Commanding Officer is to write to the officer whose training commitment has lapsed stating that CRFAL will be considered unless training is resumed.

(2) If, after a reasonable interval, (not less than six weeks from the start of the training year), following the warning of CRFAL, the officer has not resumed training, the Commanding Officer is to make a recommendation to COMMARRES as to whether CRFAL is appropriate and the procedure and process for discharge is to be followed.

g. Officers who undertake any activity which would prevent them fulfilling their commitment to serve when required, if called out, and who are not retained specially as supernumerary to establishment may be discharged under Para 0213.b sub para (4).

#### **0214. Unsuitable Civilian Employment of MR Officers**

Officers who accept employment which, in the opinion of the Defence Council, is not consistent with the position of an officer in the Naval Service, will be so notified. Such officers may be invited to resign their commissions or have their commissions terminated, be removed from the Active List, or be placed on the Retired List, at the discretion of COMMARRES.

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<sup>6</sup> Ex-Regular personnel who join the Maritime Reserves and subsequently undergo CRFAL, will have their former Reserve Liability terminated.

**0215. Discharge of Officers to join other Armed Forces**

- a. No officer may enlist in any other arm of the Armed Forces (UK, Commonwealth or Foreign), whether Regular, Reserve or Territorial, whilst being a member of the MRs. Officers will be required to resign their commissions prior to being accepted for a commission in another arm of the Armed Forces.
- b. Detailed terms of service will be formally notified to the transferee, with a copy being sent to the present Service. As there is no actual break in service, there will be no effect on prospective entitlement to retired pay and terminal benefits, and reckonable service accrued with the present Service will be aggregated with the period of employment with the gaining Service.
- c. The present Service will issue an official letter to the officer (copied to the gaining Service) explaining that the individual's existing commission will be terminated on the day before their assignment to a commission in the gaining Service and that they will not be placed on the Retired List of the present Service, nor will they be subject to a recall liability to the present Service.
- d. The London Gazette will be annotated "Commission terminated (date) on transfer to (as appropriate).
- e. If the transfer request is not supported by the gaining Service, officers will remain in the MR, which will be responsible for providing official notification to the individual (copied to the proposed gaining Service).

**0216. Seamless Entry from Reserve to Regular**

Officers of the MR who wish to enter seamlessly to the Regular Service will be assessed on a case-by-case basis by the FTRS Cell. Interested parties must make their expression of interest known to SO1 RES CM in the first instance. Transfers will be subject to a Service Requirement being identified.

**0217. Discharge for being Medically Unfit**

Any Officers becoming eligible for the award of a Disability Allowance in accordance with JSP 754, whether temporary or permanent, on account of disability or injury, will be liable to discharge from the RNR/RMR on cessation of a Disablement Allowance. If the disability or injury does not render them unfit for service in the RNR/RMR, the Defence Council or suitable representative body may sanction their re-entry on condition that the pension or allowance ceases for periods of training during which full pay is drawn. Discharge, in the case of temporary awards, will be subject to reconsideration on the cessation of the disability pension or allowance, provided that the Officer applies for re-entry immediately and is then eligible under the regulations. When an Officer is re-enrolled after cessation of a temporary disability pension, the Department of Work and Pensions is to be informed.

**0218. Request for Discharge on Pregnancy**

Policy on discharge on pregnancy is in accordance with Regular Service practices. On receipt of a medical certificate, Commanding Officers may approve discharge if requested. Entitlement to statutory maternity/paternity pay and leave if appropriate is contained in JSP 760.



**0219. Honorary Higher Rank on Retirement**

- a. An officer who has held Acting Higher Rank (AHR) may, on retirement, be awarded that rank in an honorary capacity provided they have held the AHR for a minimum period of two years immediately prior to retirement.
- b. This honorary rank will entitle the officer to use the title of the higher rank in civilian life and to wear the uniform of that rank on occasions of ceremony. It does not give entitlement to the higher rank if they are required or choose to return to full service for any reason.
- c. An officer wishing to apply for the award of honorary rank must apply in writing to the Registrar of Reserves requesting use of the title of the higher rank. Any contentious cases falling outside of policy and all Local Higher Rank (LHR) applications will be forwarded to Dir P&T/NavSec for a decision.
- d. The award of honorary rank will entitle the officer to use the title of the higher rank in civilian life and to wear the uniform of that rank on occasions of ceremony. It does not give entitlement to the higher rank if they are required to return to Regular (Permanent Service) or Reserve service for any reason. All applications for retention of Honorary Rank at OF5 and above will also be subject to 1SL's approval.

**SECTION 4 - MR RATING/OR LEAVING THE SERVICE****0220. Voluntary Outflow of RNR Ratings/RMR Other Ranks**

Except when called out on permanent service (mobilised) or on an FTRS or ADC commitment, a Rating/OR may obtain a voluntary discharge from the RNR/RMR by fulfilling the following conditions in accordance with s.16 RFA 96:

- a. On giving the Commanding Officer at least three months' notice in writing of their intention to leave the RNR/RMR;
- b. Delivering up in good order (with due allowance for fair wear and tear) all equipment and kit (if under four years' service), being public property or property of the MR unit, issued to them (or on making sufficient compensation for any loss thereof or damage thereto); but their CO may, if it appears that the reasons for which the discharge is claimed are of sufficient urgency or weight, dispense either wholly or in part with either or both of the above conditions in accordance with s.16(4)(b) RFA 96.

**0221. Discharge**

- a. Under the power delegated to it by the Letters Patent and the Defence (Transfer of Functions) Act 1964, the Admiralty Board, acting on behalf of The Defence Council, may discharge a RNR Rating or RMR OR at any time in accordance with s.14(2) RFA 96. COMMARRES is authorised to act on behalf of the Admiralty Board for this purpose.
- b. Ratings/ORs discharged by this authority may appeal such a decision by submitting a representation to the Defence Council in accordance with JSP 831 and BRd 3(1) Chapter 23.
- c. The routines for early discharge at own request, once Reservists have formally informed their MR Unit Commanding Officer, are the same as for Ratings/ORs being discharged at the end of their engagement. They must also return in good order, fair wear and tear excepted, all arms, clothing and other public property issued to them (RFA 96 s.16.(4)).
- d. Ratings/ORs may lose their entitlement to discharge or be required to prolong their service whilst an order under section 52, 54 or 56 of RFA 96 is in force authorising the call-out of members of the RNR/RMR (RFA96 s.17 (1-4)). Ratings/ORs may lose their entitlement to discharge or be required to prolong their service whilst an Order under section 52 (call out for national danger, great emergency or attack on UK) or 54 (call out for war like operations) or 56 (call out for certain purposes) of RFA 96 is in force authorising the callout of members of the RNR/RMR (RFA96 s.17 (1-4)).
- e. On completion of each term of engagement, Ratings/ORs are entitled to be discharged, provided that they are not at the time mobilised for Active service or serving on FTRS or ADC. Ratings/ORs serving on FTRS or ADC should either re-engage or apply for an EOS to cover the full period of the commitment.



**Note.** *Separate arrangements exist for members of the Sponsored Reserve List.*

f. Where Ratings/ORs meet the above criteria to be discharged, they should be discharged with all convenient speed, as soon as practicable. They will, however, remain members of the RNR/RMR until formally discharged in accordance with RFA 96 (RFA 96 s.16(5)).

## 0222. Commanding Officers - Entitlement to Discharge Ratings/ORs

a. MR Unit Commanding Officers (or Commanding Officers of Ratings/ORs on a s24 RFA commitment) have authority under this provision even where a Higher Authority determination is required for Regular service personnel. The procedure in BRd 3(1) is to be used as far as is appropriate and legal advice is to be sought where necessary.

b. MR Unit Commanding Officers or Commanding Officers of Ratings/ORs on a s24 RFA commitment<sup>7</sup>, are empowered to discharge from the Reserves a Rating or RMOR of his/her Unit, in accordance with RFA 96 s.15(1), in the circumstances permitted for Regular Naval Personnel in BR3(1) including Discharge Shore (for example, Ratings/ORs who fail to fulfil their annual training obligations and are persistent bad attendees) and Discharge SNLR (see BRd 3(1) Ch 54) and:

(1) **Engagement Completed.** Ratings/ORs are to be discharged on the day on which they complete their engagement, provided they are not at the time in permanent service or full-time service under a FTRS commitment or ADC commitment; or

(2) **For Age.** RNR Ratings are to be discharged on the day preceding their 55<sup>th</sup> birthday and RMR ORs are to be discharged on the day preceding their 45<sup>th</sup> birthday, those being the current ages for discharge; or

(3) **Promoted to Commissioned Rank.** Ratings/ORs promoted to commissioned rank in any of the Regular or Reserve forces are to be discharged the day prior to their effective date of promotion; or

(4) **Fraudulent Entry.** If Ratings/ORs have given a false answer during the attestation process, they may be discharged at the Commanding Officer's discretion; or

(5) **Discharge SHORE.** Ratings/ORs who fail to fulfil their annual training obligations and are persistent bad attendees; or

(6) **Discharge SHORE (DUDT).** Phase 1 & 2 Trainees in accordance with the guidance in BRd 3(1) Chapter 54.

<sup>7</sup> If the individual is on ADC, application is to be made by the CO of the MR Unit.

c. In the instances below, the decision to discharge a Rating/OR lies with the Commanding Officer of the MR Unit/or the CO of the Employing Unit if on FTRS (RFA96 s24)<sup>8</sup>, in accordance with RFA 96 s.15(1). Additionally, legal advice must be sought and COMMARRES must be informed of the decision.

- (1) **Discharge SHORE (Inadequacy – Attitude to Fitness).** The warning procedure for a poor attitude to the required levels of fitness is detailed in BR 51 Volume 2, Chapter 2 – (RNFT/PES Policy, Protocols, Instructions and Guidance). Persistent poor attitude to fitness may result in Discharge SHORE on the grounds of inadequacy.
- (2) **Medically Unfit for Further Service.** Ratings/ORs who fail to maintain the physical standard required for service in the MR are to be processed to the Naval Service Medical Board of Survey (NSMBOS) / Medical Employability Board (MEB) in accordance with regular service procedures.
- (3) **Conviction by a Civil Court.** Discharge will depend on the gravity of the offence and its relevance to Naval Service. Advice must be sought from Naval Legal Services.
- (4) **Discharge Services No Longer Required (SNLR).** Ratings/ORs whose conduct is persistently a cause for concern are liable for discharge. Consultation between reporting officers and thorough counselling of the subject play a key role in the warning process. Every effort must be made to ensure that the shortcomings are identified, and the proposed solution explained to and understood by the subject, who must also acknowledge in writing the advice given, the future process and consequences. BRd 3(1) Chapter 57 contains further guidance where Discharge SNLR is being considered. MR Unit COs must consult with CMRHQ prior to implementation of formal action.
- (5) **Discharge SHORE (Best Interests of the Service).** Although the above types of Discharge SHORE are the normal method of dispensing with the services of ratings and other ranks whose retention is undesirable because of their unsuitability, it is not possible for the regulations to cover every eventuality. Where Command is unable to determine an appropriate method as detailed above, then an application may be considered on the basis of the Best Interests of the Service. For further information see BRd 3(1) Chapter 54.
- (6) **Service Requirement.** Ratings for whom there is no further requirement on the Active List are to be moved to List 3 until completion of engagement or Discharged.

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<sup>8</sup> If the individual is on ADC, application is to be made by the CO of the MR Unit.

d. Where discharge is being considered for an MR who is on FTRS/ADC, an automatic consequence should the discharge be approved, will be termination of their FTRS/ADC commitment. This is because the ability to undertake such commitments, requires the person to be a member of a Reserve Force and an individual who has been discharged, is no longer a member of a Reserve Force. In these cases, where the CO is considering discharge, the consideration letter, must also state the individual is on FTRS/ADC commitment which will cease if discharge is approved, to ensure they are made aware of the associated consequence. If the discharge is approved, notification of the discharge must be sent to Registrar of Reserves (SO1 RES CM) iaw Ch 18/19, to take the necessary action to terminate the commitment.

e. **Right to Appeal.** Appeal against a decision to discharge a Rating/OR in accordance with s.15(2) RFA 96, is by way of complaint to the Defence Council in accordance with JSP 831 and BRd 3(1) Chapter 23. The Defence Council may give directions (including a direction annulling the discharge) as is appropriate.

#### **0223. Discharge to Join another UK, Commonwealth or Foreign Armed Force**

a. No Rating/OR may enlist in any other UK Armed Forces, Commonwealth or foreign Armed forces, whether Regular, Reserve or Territorial, without permission from their Commanding Officer.

b. A Rating/OR serving in the MR who is accepted for entry into the RN/RM will, on discharge from the RNR/RMR, retain RNR/RMR kit, and on entry into the RN/RM will receive a free issue of the clothing required to bring kit up to the RN/RM scale.

#### **0224. Discharge for being Medically Unfit**

Any Rating/OR becoming eligible for the award of a Disability Allowance in accordance with JSP 754, whether temporary or permanent, on account of disability or injury, will be liable to discharge from the RNR/RMR on cessation of a Disablement Allowance. If the disability or injury does not render them unfit for service in the RNR/RMR, the Defence Council or suitable representative body may sanction their re-entry on condition that the pension or allowance ceases for periods of training during which full pay is drawn. Discharge, in the case of temporary awards, will be subject to reconsideration on the cessation of the disability pension or allowance, provided that the Rating/OR applies for re-entry immediately and is then eligible under the regulations. When a Rating/OR is re-enrolled after cessation of a temporary disability pension, the Department of Work and Pensions is to be informed.

#### **0225. Discharge – Failure to Achieve Professional Qualification**

a. Any Rating/OR who fails to achieve professional qualification for Able Rate/CTCRM (BD1) within the first five years of service is to be Discharged SHORE.

b. When it can be demonstrated that lack of progress is beyond the control of the individual, the WFPT may exceptionally grant a waiver. In such instances, a report is to be forwarded to the WFPT, to arrive at least four months prior to the expiration of five years' service.

**0226. Request for Discharge on Pregnancy**

Policy on discharge on pregnancy is in accordance with Regular Service practices. On receipt of a medical certificate, Commanding Officers may approve discharge if requested. Entitlement to statutory maternity/paternity pay and leave if appropriate is contained in JSP 760.

**0227. Seamless Entry from Reserve to Regular**

a. Ratings of the RNR who wish to join the Regular Service will be assessed on a case-by-case basis by the FTRS Cell. Interested parties must make their expression of interest known to SO1 RES CM in the first instance. Entry will be subject to a Service Requirement being identified.

b. ORs of the RMR who wish to enter the Regular Service are to do so in accordance with BRd 3(1) Chapter 13.

## ANNEX 2A

### ROYAL NAVAL RESERVE NOTICE PAPER

#### (EXCLUDING LIST 7 AND THE SPONSORED RESERVE LIST)

Notice to be given under Paragraph 1 of Schedule 1 to the Reserve Forces Act 1996.

#### 1. Explanatory Notes

This paper sets out:

- a. General terms of enlistment.
- b. Terms of the engagement offered to you.
- c. Re-engagement, Termination, Discharge and Retention in Service.
- d. Call-out liabilities.
- e. Training and employment.
- f. Pay, Expenses and Allowances.
- g. Leave.
- h. Armed Forces Pension Scheme.
- i. Armed Forces Compensation Scheme.
- j. Employer Notification.
- k. General Conditions of Service.

#### 2. General Information

- a. The Royal Naval Reserve (RNR) is an integral part of the Naval Service and is maintained as one of the Naval and Marine Reserve Forces as defined in the Reserve Forces Act 1996 (RFA 96).
- b. The RNR may be used to support the Royal Navy during periods of crisis, tensions of war or any purpose for which members of the Regular services may be used including peacekeeping and humanitarian operations and disaster relief worldwide.



### 3. Reserve Service and the UK Benefits System

Whether employed, self-employed or unemployed you must be absolutely certain of your financial situation and the effect upon household income and support from serving as a Reservist. It is your responsibility to speak to the appropriate Jobcentre staff, local council staff or to consult [www.gov.uk](http://www.gov.uk) to check the financial impact, if any, of earnings paid as a member of the Reserve Forces. Reservists should not rely on earnings paid for reserve service to supplement/support monthly incomes owing to the variances of the Attendance Based Pay system and meeting the JPA pay run. EPICs will only be awarded in exceptional circumstances iaw JSP 754.



**Note.** All revenue earned will be declared by the MOD through Real Time Information to HMRC and the withdrawal or reduction in benefits will be instantaneous with the receipt of pay.

### 4. General Terms of Enlistment

- a. If you are under the age of 17½ years, the consent of a person with parental responsibility for you (within the meaning of the Children Act 1989 or the Children (Northern Ireland) Order 1995 or Section 1(3) of the Children (Scotland) Act 1995) must be given before you are enlisted.
- b. In order to obtain security clearance, all candidates should have resided in the UK (including Northern Ireland) or the Republic of Ireland for a continuous period prior to application. For Foreign and Commonwealth citizens, and non-Commonwealth citizens, the general requirement is to have resided in the UK (including Northern Ireland) for a period of five years prior to application. For specific regulations BRd 3(1) is to be consulted. Applicants are required to demonstrate that they have an indefinite Leave to Remain.
- c. Although enlistment in the RNR is open to Sole British, Sole Irish, Sole Commonwealth citizens, Dual Nationals or Gurkhas, certain employment paths are closed to particular groups; BRd 3(1) is to be consulted for specific restrictions.
- d. RNR Air Branch personnel will be enlisted into RNAS Yeovilton. Maritime Intelligence personnel will be enlisted into HMS FERRET, Chicksands.
- e. Your Volunteer Reserve commitment will consist of periods of continuous and non-continuous training, unless you are called out for permanent service or volunteer for a period of Full Time Reserve Service (FTRS).
- f. Mandatory periods of continuous training will not exceed 16 days in aggregate with no period of non-continuous training exceeding 36 hours without your consent.
- g. Once you attain Trained Strength (TS) status and CPQ in Specialisation, you may voluntarily enter into a commitment for periods of FTRS as defined in RFA 96, subject to requirement, suitable levels of qualification and experience and, where appropriate, employer consent.

h. You will be subject to the Armed Forces Act 2006, i.e., the service justice system, when in permanent service, when undertaking a period of FTRS and when undertaking any training or duty.

i. You will be subject at all times to the more limited disciplinary provisions of sections 95 to 97 of RFA 96 which deal with offences against good order and discipline, and desertion and absence without leave from service, duty or training.

## **5. Probationary Period**

a. Your initial enlistment will be on a probationary basis, subject to satisfactory completion of the remaining elements of the recruiting process prior to final acceptance into service. These include:

- (1) Medical examination.
- (2) Fitness test.
- (3) Security Clearance check.

b. If you do not successfully complete the recruiting process then you will be discharged from the RNR as Not Finally Accepted (NFA).

c. If your final acceptance into service or re-enlistment is not approved, then pay is not permissible for any period after this decision has been communicated to you.

## **6. Rehabilitation of Offenders Act**

a. You are required to give details of any civil or military convictions which are considered 'unspent' under the Rehabilitation of Offenders Act 1974 before you are enlisted.

b. After enlistment you will be required to apply for Security Clearance checks as a mandatory requirement for final acceptance. At that time, you must declare all past convictions, whether 'spent' or 'unspent', to the security authorities.

c. It is your responsibility to distinguish between 'spent' and 'unspent' convictions. You may wish to consult a Citizen's Advice Bureau, a Community Law Centre or the Clerk to the Court where you were convicted, or a Solicitor or Probation Officer or any other competent authority.

d. If you fail to disclose a conviction which is not 'spent', you may become liable to prosecution, either by the Service or civilian authorities and may be discharged from the Service. An 'unspent' conviction will not necessarily prohibit you from enlistment.

e. There are a number of posts, activities and occupations which are exempt from the Rehabilitation of Offenders Act 1974. If the position you are being enlisted into is exempt from the Act you must disclose both 'spent' and 'unspent' cautions and convictions. A regularly updated list of exempt posts, occupations and activities can be found on the Disclosure and Barring Service website. The list includes:

(1) Any work which is defined as regulated activity relating to children or vulnerable adults within the meaning of the Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012).

(2) Certain occupations and employments in the healthcare professions. f. You must declare if you are prohibited from having a firearm or ammunition in your possession under section 21 of the Firearms Act 1968.

## 7. Terms of Engagement

You will be enlisted under the terms of one of the following engagements:

- a. Engagement Stage 1 (ES1) providing for 12 years' service.
- b. Engagement Stage 2 (ES2) providing for a further eight years' service normally running consecutively with ES1 i.e., 20 years' service in total.
- c. Engagement Stage 3 (ES3) providing for further service beyond ES2 in blocks of between one and five years to a maximum age of 60.
- d. Extension of Service (EoS) of varying lengths but of not less than one year may be offered instead of transition to the next engagement stage.

## 8. Terms of Re-Engagement

- a. You may apply to re-engage for further service not more than 12 months before the end of your current engagement stage.
- b. Enlistment on further engagements or on extension of service remains subject to:
  - (1) The prevailing Service requirement at the time.
  - (2) Satisfactory performance during your current and previous engagements.
  - (3) A positive recommendation for further service from your Commanding Officer.

## 9. Terms of Termination of Engagement (Discharge)

- a. The Defence Council has the authority to discharge you at any time.

b. Your Commanding Officer is empowered to discharge you in accordance with RFA 96 s.15(1), in the circumstances permitted for Regular Naval Personnel in BRd 3(1) including Discharge Shore (for example, Ratings/ORs who fail to fulfil their annual training obligations and are persistent bad attendees) and Discharge SNLR (see BRd 3(1) Ch 54) and:

- (1) **Engagement Completed.** Ratings/ORs are to be discharged on the day on which they complete their engagement, provided they are not at the time in permanent service or full-time service under a FTRS commitment or ADC commitment; or
- (2) **For Age.** RNR Ratings are to be discharged on the day preceding their 55th birthday, this being the current age for discharge; or
- (3) **Promoted to Commissioned Rank.** Ratings/ORs promoted to commissioned rank in any of the Regular or Reserve forces are to be discharged the day prior to their effective date of promotion; or
- (4) **Fraudulent Entry.** If Ratings/ORs have given a false answer during the attestation process, they may be discharged at the Commanding Officer's discretion; or
- (5) **Discharge SHORE.** Ratings/ORs who fail to fulfil their annual training obligations and are persistent bad attendees; or
- (6) **Discharge SHORE (DUDT).** Phase 1 & 2 Trainees in accordance with the guidance in BRd 3(1) Chapter 54.

c. Your Commanding Officer may discharge you in accordance with RFA 96 s.15(1) once legal advice has been sought under the following circumstances:

- (1) **Discharge SHORE (Inadequacy - Attitude to Fitness).** The warning procedure for a poor attitude to the required levels of fitness is detailed in BRd 51 Volume 2, Chapter 2 – (PES Policy, Protocols, Instructions and Guidance). Persistent poor attitude to fitness may result in Discharge SHORE on the grounds of inadequacy.
- (2) **Medically Unfit for Further Service.** Ratings/ORs who fail to maintain the physical standard required for service in the MR are to be processed to the Naval Service Medical Board of Survey (NSMBOS) / Medical Employability Board (MEB) in accordance with regular service procedures.
- (3) **Conviction by a Civil Court.** Discharge will depend on the gravity of the offence and its relevance to Naval Service. Advice must be sought from Naval Legal Services.

(4) **Discharge Services No Longer Required (SNLR).** Ratings/ORs whose conduct is persistently a cause for concern are liable for discharge. Consultation between reporting officers and thorough counselling of the subject play a key role in the warning process. Every effort must be made to ensure that the shortcomings are identified and the proposed solution explained to and understood by the subject, who must also acknowledge in writing the advice given, the future process and consequences. BRd 3(1) Chapter 57 contains further guidance where Discharge SNLR is being considered. MR Unit COs must consult with COMMARRES HQ prior to implementation of formal action.

(5) **Discharge SHORE (Best Interests of the Service).** Although the above types of Discharge SHORE are the normal method of dispensing with the services of ratings and other ranks whose retention is undesirable because of their unsuitability, it is not possible for the regulations to cover every eventuality. Where Command is unable to determine an appropriate method as detailed above, then an application may be considered on the basis of the Best Interests of the Service. For further information see BRd 3(1) Chapter 54.

d. **Right to Appeal.** Appeal against a decision to discharge a Rating/OR in accordance with s.15(2) RFA 96, is by way of complaint to the Defence Council in accordance with JSP 831 and BRd 3(1) Chapter 23. The Defence Council may give directions (including a direction annulling the discharge) as is appropriate.

## 10. Entitlement to Discharge

a. Provided that you are not at that time in permanent service or serving under FTRS or Additional Duties Commitment (ADC) or an order is in force authorising the call out of the Reserves, you are entitled to be discharged:

(1) On completion of each engagement.

(2) Before the end of the period for which you enlisted, provided that you give at least three (3) months' notice in writing to your Commanding Officer and you return in good order, fair wear and tear excepted, all arms, clothing and other public property issued to you or pay for the deficiencies. Your Commanding Officer may dispense with either or both of these conditions if it appears that the reasons for discharge are of sufficient urgency or weight.

b. You will be discharged with all convenient speed but remain a member of the RNR until actually discharged.

## 11. Terms of Call-Out (Mobilisation)

a. You will be liable to be called out for permanent service in any part of the world whenever an Order is in force authorising call-out. Call-out may be authorised in the following situations:

(1) When national danger is imminent or a great emergency has arisen, or in the event of actual or apprehended attack of the United Kingdom.

- (2) When warlike operations are in preparation or progress.
- (3) Where it is necessary or desirable to use members of a Reserve Force for any purpose for which members of the Regular services may be used, or on operations anywhere in the world for the alleviation of distress or the preservation of life or property in time of disaster or anticipated disaster.

b. If you fail to report at the time and place as specified in the notice calling you out for permanent service without leave of absence, sickness or other reasonable excuse you will render yourself liable to arrest and prosecution.

## 12. Retention in Service

You may lose your entitlement to discharge or be required to extend your service whilst an order under section 52, 54 or 56 of RFA96 is in force authorising the call-out of members of the Reserves or if you are already in permanent service under such an Order.

## 13. Training and Employment

a. On completion of Phase 1 training you will be assigned to one of the following RNR Professions:

- (1) Warfare.
- (2) Logistics and Personnel.
- (3) Engineering.
- (4) Healthcare and Medical.
- (5) Chaplains.

b. Wherever possible and subject to the prevailing Service requirement, you will be assigned to the Specialisations of your choice.

c. Training may be conducted in Reserve Units, HM Ships or in Training Establishments in the United Kingdom (UK) or any part of the world and is organised in two ways:

- (1) Non-continuous training, typically comprising evenings and weekends at a Reserve Unit or other UK Training Establishment.
- (2) Continuous training, typically comprising a period of at least one week within the UK or any part of the world.

d. You will be required to carry out whatever duties may be ordered by those in authority to you. The nature of your employment is always subject to the needs of the Service, and no guarantee is given that you will serve in any particular employment, professional or specialisation. Nevertheless, if you are enlisted for a particular employment with the view to being trained and employed in it you will normally be so trained and employed.

## 14. Pay

- a. Reserve remuneration package includes attendance-based pay, travel expenses and allowances for attending training and other authorised duties, a non-contributory pension and an annual paid leave entitlement, based on paid attendance.
- b. Your rate of basic pay is determined by:
  - (1) Type of Reserve Forces commitment or form of service.
  - (2) Substantive Rate.
  - (3) Profession or Specialisation.
  - (4) Length of service.
  - (5) Qualifications held.
  - (6) Satisfactory performance.

## 15. Pay on Initial Entry (No Previous Military Service)

- a. Your entitlement to pay will commence from, and include, the day of your first period of training or duty after attestation.
- b. On enlistment into the Reserve Forces you will be allocated to the New Entrant Rate of Pay (NERP). You will remain on this rate of pay for one calendar year or until completion of basic trade training, whichever is the earlier.
  - c. Thereafter, you will be allocated to a specialisation for pay purposes and be paid from the relevant main pay spine of the appropriate pay range for your rate, professional or specialisation. Yearly incremental progression will occur, in accordance with published pay regulations, on the anniversary of the date of your transfer to this pay spine.

## 16. Pay on Initial Entry (Transfer from the Regular Forces)

If you have transferred or re-engaged into the Reserve Forces from the Regular Forces you will be paid at the same increment level within the pay spine and range on the Reserve pay structure as applied in the Regular Forces, assuming there are no other changes in employment status (such as a change of Professional or Specialisation). Your pay will be reassessed to count former Service towards incremental pay from the date of engagement.

## 17. Bounty

You will be paid an annual tax-free bounty if you complete your specified annual training requirement as an entitled Volunteer Reservist. Your bounty will only be paid on receipt of a Certificate of Efficiency from your Commanding Officer confirming that you have met the appropriate attendance, training requirements, mandated requirements as set by CMRHQ and training performance standards.



## 18. Leave

- a. You are entitled to paid leave, in accordance with JSP 760, proportionate to your attendance for required training or paid voluntary training and other duties. You are ineligible for paid leave not based on attendance e.g., sickness absence, compassionate leave.
- b. Payment will be at the appropriate rate of daily pay for your rank, made in arrears via your pay account at the rate of approximately 1 days' leave for every 10 days' paid attendance.

## 19. Proportionate Payments

Service Year runs from your date of enlistment on your current engagement. However, a number of payments including annual training bounties and paid leave are based on the Reserve Year which commences on 1 April and ends on 31 March. As your Service Year and Reserve Year are unlikely to coincide, depending upon when you start or terminate service during the Reserve Year, certain payments will be made on a proportionate basis in your first and final years of service.

## 20. Expenses and Allowances

You are entitled to a range of expenses and allowances to cover the costs incurred for accommodation, food and travel when on authorised duty, as detailed in the appropriate publications.

## 21. Armed Forces Pension Scheme 2015 (AFPS 15)

- a. You will automatically become an active member of the non-contributory Armed Forces Pension Scheme 2015 (AFPS 15) from your first day of paid service unless you have either Transitional (Full) Protection in other Armed Forces pension schemes or you have opted out of or left the scheme.
- b. You may pay into a stakeholder or personal pension subject to HMRC limits.
- c. In order to receive pension benefits you must serve for a vesting period of two calendar years, starting from your first day of paid service and excluding periods of unauthorised absence, unpaid leave, service detention and/or imprisonment.

## 22. Option not to join, leave or rejoin AFPS 15

- a. You may opt not to join, leave or rejoin AFPS 15 by submitting a request through your Commanding Officer.
- b. If you are opting not to join the scheme this form must be submitted within three months of enlistment. You may rejoin the scheme once in any 12-month period providing you are still in Service.
- c. MoD and Service personnel are not accredited to give specific financial advice. The Services Insurance and Investment Advisory Panel (SIIAP) ([www.siiap.org](http://www.siiap.org)) can give specialist independent financial advice to Service personnel.

### 23. Armed Forces Compensation Scheme

- a. Armed Forces Compensation Scheme (AFCS) provides compensation for injury, illness or death which is caused by service. It is entirely separate from personal accident cover; any personal accident cover you may have is not taken into account when determining an AFCS award.
- b. In the event of service-related death, the Scheme pays benefits to eligible partners and children. An 'eligible partner' is someone with whom you are cohabiting in an exclusive and substantial relationship with financial and wider dependence.
- c. You can submit a claim for injury or illness which occurs while you are participating in an authorised service-related activity, including Adventurous Training (AT), physical exercise and organised sport.

### 24. Employer Notification

- a. The Ministry of Defence (MOD) has a policy of annual Employer Notification. Each year your Commanding Officer will write to your employer informing them of your status as a Reservist and highlighting your key training periods and commitments in the coming year. If you have more than one employer you will be required to nominate one as your main employer to meet the Defence commitment to inform employers wherever possible.
- b. For Reservists in Northern Ireland and Special Forces this policy is opt-in.
- c. Waivers may be granted by your Commanding Officer for the following reasons:
  - (1) To maintain a Reservist's security.
  - (2) Where Employer Notification could exacerbate a short-term employment issue.

### 25. General Conditions of Service

- a. **Individual Responsibility.** You are responsible for ensuring that personal data held in the Joint Personnel Administration (JPA) system is correct and up to date. You must notify Unit administration staff of errors or concerns regarding pay and allowances, or any changes in circumstances that may affect your eligibility to pay and allowances as soon as they occur. Failure to do so may result in you becoming liable for subsequent recovery action of over-payments.
- b. **Medical Support.** You will continue to receive your primary medical care from your NHS GP unless you are in permanent service or serving under an FTRS(FC) commitment.

c. **Medical Assessment.** You are required to make yourself available for periodic assessment of your health by a Service Medical Officer to ensure that you remain fit to serve and have the appropriate medical category assigned to you. Routine assessments are conducted at age 30 and then every five years until the age of 50. Thereafter assessments occur every two years.

**26. Navy Fitness Test**

You are to remain in-date for the Physical Employment Standard (PES) throughout the year. You are responsible for ensuring that the outcome of the test is correctly recorded in your personal details.

**27. Attestation Paper**

The Attestation Paper sets out the questions you will be asked by the officer who will formally enlist you into His Majesty's Royal Naval Reserve and which you must answer. You will be asked to confirm that you have received a copy of this Notice Paper setting out the general terms and conditions of the engagement you are entering into.

## ANNEX 2B

### ROYAL MARINES RESERVE NOTICE PAPER

Notice to be given under Paragraph 1 of Schedule 1 to the Reserve Forces Act 1996.

#### 1. Explanatory Notes

This paper sets out:

- a. General terms of enlistment.
- b. Terms of the engagement offered to you.
- c. Re-engagement, Termination, Discharge and Retention in Service.
- d. Call-out liabilities.
- e. Training and employment.
- f. Pay, Expenses and Allowances.
- g. Leave.
- h. Armed Forces Pension Scheme.
- i. Armed Forces Compensation Scheme.
- j. Employer Notification.
- k. General Conditions of Service.

#### 2. General Information

- a. The Royal Marines Reserve (RMR) is an integral part of the Naval Service and is maintained as one of the Naval and Marine Reserve Forces as defined in the Reserve Forces Act 1996 (RFA 96).
- b. The RMR may be used to support the Royal Navy and Royal Marines during periods of crisis, tensions of war or any purpose for which members of the Regular services may be used including peacekeeping and humanitarian operations and disaster relief worldwide.

### 3. Reserve Service and the UK Benefits System

Whether employed, self-employed or unemployed you must be absolutely certain of your financial situation and the effect upon household income and support from serving as a Reservist. It is your responsibility to speak to the appropriate Jobcentre staff, local council staff or to consult [www.gov.uk](http://www.gov.uk) to check the financial impact, if any, of earnings paid as a member of the Reserve Forces.



**Note.** All revenue earned will be declared by the MOD through Real Time Information to HMRC and the withdrawal or reduction in benefits will be instantaneous with the receipt of pay.

### 4. General Terms of Enlistment

- a. If you are under the age of 17½ years, the consent of a person with parental responsibility for you (within the meaning of the Children Act 1989 or the Children (Northern Ireland) Order 1995 or Section 1(3) of the Children (Scotland) Act 1995) must be given before you are enlisted.
- b. Your first period of engagement will not commence until the age of 17.
- c. In order to obtain security clearance all candidates should have resided in the UK (including Northern Ireland) or the Republic of Ireland for a continuous period prior to application. For Foreign and Commonwealth citizens, and non-commonwealth citizens, the general requirement is to have resided in the UK (including Northern Ireland) for a period of five years prior to application. For specific regulations BRd 3(1) is to be consulted. Applicants are required to demonstrate that they have an indefinite Leave to Remain.
- d. Although enlistment in the RMR is open to Sole British, Sole Irish, Sole Commonwealth citizens, Dual Nationals or Gurkhas, certain employment paths are closed to particular groups; BRd 3(1) is to be consulted for specific restrictions.
- e. You will normally be enlisted into your geographically closest RMR Unit or subordinate detachment.
- f. Your Volunteer Reserve commitment will consist of periods of continuous and non-continuous training unless you are called out for permanent service or volunteer for a period of Full Time Reserve Service (FTRS).
- g. Mandatory periods of continuous training will not exceed 16 days in aggregate with no period of non-continuous training exceeding 36 hours without your consent.
- h. Once you attain Trained Strength (TS) status, you may voluntarily enter into a commitment for periods of FTRS as defined in RFA 96 subject to requirement, suitable levels of qualification and experience and, where appropriate, employer consent.
- i. You will be subject to the Armed Forces Act 2006, i.e., the service justice system, when in permanent service, when undertaking a period of FTRS and when undertaking any training or duty.

j. You will be subject at all times to the more limited disciplinary provisions of sections 95 to 97 of RFA 96 which deal with offences against good order and discipline, and desertion and absence without leave from service, duty or training.

## **5. Probationary Period**

a. Your initial enlistment will be on a probationary basis subject to satisfactory completion of the remaining elements of the recruiting process prior to final acceptance into service. These include:

- (1) Medical examination.
- (2) Potential Royal Marines Course (Reserve).
- (3) Security Clearance check.

b. If you do not successfully complete the recruiting process then you will be discharged from the RMR as Not Finally Accepted (NFA).

c. If your final acceptance into service or re-enlistment is not approved then pay is not permissible for any period after this decision has been communicated to you.

## **6. Rehabilitation of Offenders Act**

a. You are required to give details of any civil or military convictions which are considered 'unspent' under the Rehabilitation of Offenders Act 1974 before you are enlisted.

b. After enlistment you will be required to apply for Security Clearance checks as a mandatory requirement for final acceptance. At that time, you must declare all past convictions, whether 'spent' or 'unspent', to the security authorities.

c. It is your responsibility to distinguish between 'spent' and 'unspent' convictions. You may wish to consult a Citizen's Advice Bureau, a Community Law Centre or the Clerk to the Court where you were convicted, or a Solicitor or Probation Officer or any other competent authority.

d. If you fail to disclose a conviction which is not 'spent', you may become liable to prosecution, either by the Service or civilian authorities and may be discharged from the Service. An 'unspent' conviction will not necessarily prohibit you from enlistment.

e. There are a number of posts, activities and occupations which are exempt from the Rehabilitation of Offenders Act 1974. If the position you are being enlisted into is exempt from the Act you must disclose both 'spent' and 'unspent' cautions and convictions. A regularly updated list of exempt posts, occupations and activities can be found on the Disclosure and Barring Service website. The list includes:

- (1) Any work which is defined as regulated activity relating to children or vulnerable adults within the meaning of the Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012).

- (2) Certain occupations and employments in the healthcare professions.
- f. You must declare if you are prohibited from having a firearm or ammunition in your possession under section 21 of the Firearms Act 1968.

## **7. Terms of Engagement**

You will be enlisted under the terms of one of the following engagements:

- a. Engagement Stage 1 (ES1) providing for 12 years' service.
- b. Engagement Stage 2 (ES2) providing for a further eight years' service normally running consecutively with ES1 i.e., 20 years' service in total.
- c. Engagement Stage 3 (ES3) providing for further service beyond ES2 in blocks of between one and five years to a maximum age of 60.
- d. Extension of Service (EoS) of varying lengths but of not less than one year may be offered instead of transition to the next engagement stage.

## **8. Terms of Re-Engagement**

- a. You may apply to re-engage for further service not more than 12 months before the end of your current engagement stage.
- b. Enlistment on further engagements, or on extension of service, remains subject to:
  - (1) The prevailing Service requirement at the time.
  - (2) You being under the upper age limit for your rank on expiry of your next engagement.
  - (3) Satisfactory performance during your current and previous engagement.
  - (4) A positive recommendation for further service from your Commanding Officer.

## **9. Terms of Termination of Engagement (Discharge)**

- a. The Defence Council has the authority to discharge you at any time.



b. Your Commanding Officer is empowered to discharge you in accordance with RFA 96 s.15(1), in the circumstances permitted for Regular Naval Personnel in BRd 3(1) including Discharge Shore (for example, Ratings/ORs who fail to fulfil their annual training obligations and are persistent bad attendees) and Discharge SNLR (see BRd 3(1) Ch 54) and:

- (1) **Engagement Completed.** Ratings/ORs are to be discharged on the day on which they complete their engagement, provided they are not at the time in permanent service or full-time service under a FTRS commitment or ADC commitment; or
- (2) **For Age.** RMR ORs are to be discharged on the day preceding the end of their NEM engagement; or
- (3) **Promoted to Commissioned Rank.** Ratings/ORs promoted to commissioned rank in any of the Regular or Reserve forces are to be discharged the day prior to their effective date of promotion; or
- (4) **Fraudulent Entry.** If Ratings/ORs have given a false answer during the attestation process, they may be discharged at the Commanding Officer's discretion; or
- (5) **Discharge SHORE.** Ratings/ORs who fail to fulfil their annual training obligations and are persistent bad attendees; or
- (6) **Discharge SHORE (DUDT).** Phase 1 & 2 Trainees in accordance with the guidance in BRd 3(1) Chapter 54.

c. Your Commanding Officer may discharge you in accordance with RFA 96 s.15(1) once legal advice has been sought under the following circumstances:

- (1) **Discharge SHORE (Inadequacy - Attitude to Fitness).** The warning procedure for a poor attitude to the required levels of fitness is detailed in BRd 51 Volume 2, Chapter 2 – (PES Policy, Protocols, Instructions and Guidance). Persistent poor attitude to fitness may result in Discharge SHORE on the grounds of inadequacy.
- (2) **Medically Unfit for Further Service.** Ratings/ORs who fail to maintain the physical standard required for service in the MR are to be processed to the Naval Service Medical Board of Survey (NSMBOS) / Medical Employability Board (MEB) in accordance with regular service procedures.
- (3) **Conviction by a Civil Court.** Discharge will depend on the gravity of the offence and its relevance to Naval Service. Advice must be sought from Naval Legal Services.

(4) **Discharge Services No Longer Required (SNLR).** Ratings/ORs whose conduct is persistently a cause for concern are liable for discharge. Consultation between reporting officers and thorough counselling of the subject play a key role in the warning process. Every effort must be made to ensure that the shortcomings are identified and the proposed solution explained to and understood by the subject, who must also acknowledge in writing the advice given, the future process and consequences. BRd 3(1) Chapter 57 contains further guidance where Discharge SNLR is being considered. MR Unit COs must consult with COMMARRES HQ prior to implementation of formal action.

(5) **Discharge SHORE (Best Interests of the Service).** Although the above types of Discharge SHORE are the normal method of dispensing with the services of ratings and other ranks whose retention is undesirable because of their unsuitability, it is not possible for the regulations to cover every eventuality. Where Command is unable to determine an appropriate method as detailed above, then an application may be considered on the basis of the Best Interests of the Service. For further information see BRd 3 (1) Chapter 54.

d. **Right to Appeal.** Appeal against a decision to discharge a Rating/OR in accordance with s.15(2) RFA 96, is by way of complaint to the Defence Council in accordance with JSP 831 and BRd 3(1) Chapter 23. The Defence Council may give directions (including a direction annulling the discharge) as is appropriate.

## 10. Entitlement to Discharge

a. Provided that you are not at that time in permanent service or serving under FTRS or Additional Duties Commitment (ADC) or an order is in force authorising the call out of the Reserves, you are entitled to be discharged:

(1) On completion of each engagement.

(2) Before the end of the period for which you enlisted, provided that you give at least three (3) months' notice in writing to your Commanding Officer and you return in good order, fair wear and tear excepted, all arms, clothing and other public property issued to you or pay for the deficiencies. Your Commanding Officer may dispense with either or both of these conditions if it appears that the reasons for discharge are of sufficient urgency or weight.

b. You will be discharged with all convenient speed but remain a member of the RMR until actually discharged.

## 11. Terms of Call Out (Mobilisation)

a. You will be liable to be called out for permanent service in any part of the world whenever an Order is in force authorising call-out. Call-out may be authorised in the following situations:

(1) When national danger is imminent or a great emergency has arisen; or in the event of actual or apprehended attack of the United Kingdom.

- (2) When warlike operations are in preparation or progress.
  - (3) Where it is necessary or desirable to use members of a Reserve Force for any purpose for which members of the Regular services may be used, or on operations anywhere in the world for the alleviation of distress or the preservation of life or property in time of disaster or anticipated disaster.
- b. If you fail to report at the time and place as specified in the notice calling you out for permanent service without leave of absence, sickness or other reasonable excuse, you will render yourself liable to arrest and prosecution.

## 12. Retention in Service

You may lose your entitlement to discharge or be required to extend your service whilst an order under section 52, 54 or 56 of RFA96 is in force authorising the call-out of members of the Reserves or if you are already in permanent service under such an Order.

## 13. Training and Employment

- a. Training may be conducted in Reserve Units, HM Ships or in Training Establishments in the United Kingdom (UK) or any part of the world and is organised in two ways:
- (1) Non-continuous training, typically comprising evenings and weekends at a Reserve Unit or other UK Training Establishment.
  - (2) Continuous training, typically comprising a period of at least 1 week within the UK or any part of the world.
- b. You will be required to carry out whatever duties may be ordered by those in authority to you. The nature of your employment is always subject to the needs of the Service, and no guarantee is given that you will serve in any particular employment, trade or Branch. Nevertheless, if you are enlisted for a particular employment with the view to being trained and employed in it, you will normally be so trained and employed.

## 14. Pay

- a. The Reserve remuneration package includes attendance-based pay, travel expenses and allowances for attending training and other authorised duties, a non-contributory pension and an annual paid leave entitlement based on paid attendance.
- b. Your rate of basic pay is determined by:
  - (1) Type of Reserve Forces commitment or form of service.
  - (2) Substantive Rank.
  - (3) Profession or Specialisation.
  - (4) Length of service.
  - (5) Qualifications held.
  - (6) Satisfactory performance.

## 15. Pay on Initial Entry (No Previous Military Service)

- a. Your entitlement to pay will commence from, and include, the day of your first period of training or duty after attestation.
- b. On enlistment into the Reserve Forces you will be allocated to the New Entrant Rate of Pay (NERP). You will remain on this rate of pay for one calendar year or until completion of basic trade training whichever is the earlier.
- c. Thereafter you will be allocated to a trained trade for pay purposes and be paid from the relevant main pay spine of the appropriate pay range for your rank, branch or trade. Yearly incremental progression will occur, in accordance with published pay regulations, on the anniversary of the date of your transfer to this pay spine.

## 16. Pay on Initial Entry (Transfer from the Regular Forces)

If you have transferred or re-engaged into the Reserve Forces from the Regular Forces you will be paid at the same increment level within the pay spine and range on the Reserve pay structure as applied in the Regular Forces, assuming there are no other changes in employment status (such as a change of trade or branch). Your pay will be reassessed to count former Service towards incremental pay from the date of engagement.

## 17. Bounty

You will be paid an annual tax-free bounty if you complete your specified annual training requirement as an entitled Volunteer Reservist. Your bounty will only be paid on receipt of a Certificate of Efficiency from your Commanding Officer confirming that you have met the appropriate attendance, training requirements and training performance standards.

## 18. Leave

- a. You are entitled to paid leave proportionate to your attendance for required training or paid voluntary training and other duties. You are ineligible for paid leave not based on attendance, e.g., sickness absence, compassionate leave.
- b. Payment will be at the appropriate rate of daily pay for your rank, made in arrears via your pay account at the rate of approximately 1 days' leave for every 10 days' paid attendance.

## 19. Proportionate Payments

The Service Year runs from your date of enlistment on your current engagement. However, a number of payments including annual training bounties and paid leave are based on the Reserve Year which commences on 1 April and ends on 31 March. As your Service Year and Reserve Year are unlikely to coincide, depending upon when you start or terminate service during the Reserve Year, certain payments will be made on a proportionate basis in your first and final years of service.

## 20. Expenses and Allowances

You are entitled to a range of expenses and allowances to cover the costs incurred for accommodation, food and travel when on authorised duty, as detailed in the appropriate publications.

## 21. Armed Forces Pension Scheme 2015 (AFPS 15)

- a. You will automatically become an active member of the non-contributory Armed Forces Pension Scheme 2015 (AFPS 15) from your first day of paid service unless you have either Transitional (Full) Protection in other Armed Forces pension schemes or you have opted out of or left the scheme.
- b. You may pay into a stakeholder or personal pension subject to HMRC limits.
- c. In order to receive pension benefits you must serve for a vesting period of two calendar years, starting from your first day of paid service and excluding periods of unauthorised absence, unpaid leave, service detention and/or imprisonment.

## 22. Option not to join, leave or rejoin AFPS 15

- a. You may opt not to join, leave or rejoin AFPS 15 by submitting a request through your Commanding Officer.
- b. If you are opting not to join the scheme this form must be submitted within three months of enlistment. You may rejoin the scheme once in any 12-month period providing you are still in Service.
- c. MOD and Service personnel are not accredited to give specific financial advice. The Services Insurance and Investment Advisory Panel (SIIAP) ([www.siiap.org](http://www.siiap.org)) can give specialist independent financial advice to Service personnel.

### 23. Armed Forces Compensation Scheme

- a. The Armed Forces Compensation Scheme (AFCS) provides compensation for injury, illness or death which is caused by service. It is entirely separate from personal accident cover; any personal accident cover you may have is not taken into account when determining an AFCS award.
- b. In the event of service-related death, the Scheme pays benefits to eligible partners and children. An 'eligible partner' is someone with whom you are cohabiting in an exclusive and substantial relationship with financial and wider dependence.
- c. You can submit a claim for injury or illness which occurs while you are participating in an authorised service-related activity, including Adventurous Training (AT), physical exercise and organised sport.

### 24. Employer Notification

- a. The Ministry of Defence (MOD) has a policy of annual Employer Notification. Each year your Commanding Officer will write to your employer informing them of your status as a Reservist and highlighting your key training periods and commitments in the coming year. If you have more than one employer you will be required to nominate one as your main employer to meet the Defence commitment to inform employers wherever possible.
- b. For Reservists in Northern Ireland and Special Forces this policy is opt-in.
- c. Waivers may be granted by your Commanding Officer for the following reasons:
  - (1) To maintain a Reservist's security.
  - (2) Where Employer Notification could exacerbate a short-term employment issue.

### 25. General Conditions of Service

- a. **Individual Responsibility.** You are responsible for ensuring that personal data held in the Joint Personnel Administration (JPA) system is correct and up to date. You must notify Unit administration staff of errors or concerns regarding pay and allowances, or any changes in circumstances that may affect your eligibility to pay and allowances as soon as they occur. Failure to do so may result in you becoming liable for subsequent recovery action of over-payments.
- b. **Medical Support.** You will continue to receive your primary medical care from your NHS GP unless in permanent service or serving under a specific type of FTRS commitment.

- c. **Medical Assessment.** You are required to make yourself available for periodic assessment of your health by a Service Medical Officer to ensure that you remain fit to serve and have the appropriate medical category assigned to you. Routine assessments are conducted at age 30 and then every five years until the age of 50. Thereafter assessments occur every two years.
  
- d. **Royal Marines Basic Fitness Test.** You must be in-date for the Royal Marines Basic Fitness Test (BFT) throughout the year and in particular on a certain date each year which is dependent upon your substantive rank. Failure to be so will mean you are ineligible for promotion and may affect award of the annual Certificate of Efficiency unless you have a permanent or temporary waiver from the requirement. You are responsible for ensuring that the outcome of the test is correctly recorded in your personal details.

## 26. **Attestation Paper**

The Attestation Paper sets out the questions you will be asked by the officer who will formally enlist you into His Majesty's Royal Marines Reserve and which you must answer. You will be asked to confirm that you have received a copy of this Notice Paper setting out the general terms and conditions of the engagement you are entering into.

ANNEX 2C

APPLICATION FOR COMMISSION PARCHMENT

1. (Officers who have served in the RN/QARNNS are not entitled to a second Commission Parchment in the Royal Naval Reserve / Royal Marines Reserve).
2. Ranks at which Officers become eligible for Commission Parchment.
  - a. **Surgeons.** Confirmed Lieutenant.
  - b. **QARNNS.** Confirmed Sub Lieutenant.
  - c. **Other Branches.** Confirmed Sub Lieutenant.

<b>Surname</b>	
<b>Forename(s)</b>	
<b>Present Rank</b>	
<b>List &amp; Specialisation</b>	
<b>RNR Unit to which Attached</b>	

<b>Honours, Decorations and Medals (with date of award)</b>	

*(Continue overleaf where required)*

<b>Date of entry into RNR/QARNNS</b>	
<b>Rank on entry to RNR/QARNNS</b>	
<b>First Eligible Rank</b>	
<b>Date Promoted/Confirmed</b>	
<b>Seniority Date in First Eligible Rank</b>	

<b>Postal Address to which Parchment should be sent</b>	
<b>Name</b>	
<b>Line 1</b>	
<b>Line 2</b>	
<b>Post Town</b>	
<b>County</b>	
<b>Post Code</b>	
<b>Country</b>	

<b>Signature of Applicant</b>	
<b>Date</b>	





## CHAPTER 3

### MARITIME RESERVES - GENERAL ADMINISTRATION

#### CONTENTS

General Administration for the Maritime Reserves is now incorporated into BRd 3(1).

**Para**

- 0301. Discipline
- 0302. Disciplinary Investigation - Suspension from Training
- 0303. Political Activities

**CHAPTER 3****MARITIME RESERVES - GENERAL ADMINISTRATION****0301. Discipline**

The MR are governed by AFA 06 for discipline purposes as prescribed by that Act. Guidance is available in JSP 830 and BRd 3(1).

**0302. Disciplinary Investigation - Suspension from Training**

When Maritime Reservists engaged in training under RFA 96 Section 22 (1) (Obligatory Training for Bounty) and Section 27 (Voluntary Training Other Duties) are suspended from training for the purpose of a disciplinary investigation, and when such investigation finds that no breach of Service Law was committed, the individual may be paid Bounty if the CO concludes that, on the balance of probability, the Reservist would have received such a payment had they not been suspended.

**0303. Political Activities**

The regulations governing political activities are contained in BRd 2 Chapter 66. Members of Parliament who subsequently become Members of the Executive Government are to be transferred to List 3 or resign from the Reserve Forces.

**CHAPTER 4**

**SPARE**

**CHAPTER 5**

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**CHAPTER 6**

**MARITIME RESERVES VOLUNTARY TRAINING AND OTHER DUTIES (VTOD)**

**CONTENTS**

**Para**

- 0601. Maritime Reserves Additional Voluntary Training
- 0602. Other Duties
- 0603. Arrangements for Other Duties

**CHAPTER 6****MARITIME RESERVES ADDITIONAL VOLUNTARY TRAINING AND OTHER DUTIES  
(VTOD)****0601. Maritime Reserves Additional Voluntary Training**

- a. A member of the MR may undertake any voluntary training in the United Kingdom or elsewhere which is made available to them (RFA 96. s.27). A Reservist may either ask to undertake voluntary training which is made available to them (RFA 96. s 27.) or their CO, or an appropriate Officer may request them to undertake such duties. Such training is to be approved by DACOS (FP). This voluntary training is in addition to that required as a member of the Reserve Forces.
- b. A Reservist will be subject to Service Law whilst performing voluntary training. This voluntary training may be paid or unpaid. The CO will decide whether the service should be paid or unpaid when authorising it.
- c. This regulation makes provision for the Reserve Authorities to provide training facilities for the Reservists undertaking voluntary training either at their own, or their CO's request in accordance with RFA 96. s.27(2).
- d. Service under voluntary training is not to exceed 12 consecutive weeks. If service is to exceed attendance of once a week for 12 continuous weeks, individuals are to be considered for service on an ADC or FTRS.

**0602. Other Duties**

- a. RFA 96. s.27 allows provision to be made for Reservists to undertake 'other voluntary duties'. These duties are in addition to normal Reserve training or voluntary training and will be known as 'Other Duties'.
- b. Other Duties are duties that are considered to be short-term and non-recurring. They are not to be confused with FTRS (see Chapter 18) or ADC (see Chapter 19). Other Duties will usually be for continuous periods of less than 30 days and can be for as little as two hours in one day. Separate periods of Other Duties should not usually total more than 90 days in any one year. Should Other Duties be required for a continuous period of over 30 days, or any period which would take the total days per annum over 50 the case must be referred to DACOS (FP) for approval.
- c. A member of the MR may undertake Other Duties in the United Kingdom or wherever they may be made available to them (RFA 96. s.27).
- d. A Reservist may either ask to undertake Other Duties or their CO or an appropriate Officer may request them to undertake such duties. It is the Reservist's decision whether they undertake any Other Duties which they are offered. Whilst performing any Other Duties the Reservist will be subject to Service Law.

### 0603. Arrangements for Other Duties<sup>1</sup>

- a. **General.** Arrangements for Voluntary Reservists undertaking Other Duties will be the same as those for Annual Training. There will be no formal signed agreement (in contrast to FTRS or ADC) and COs have the authority to approve up to 50 RSDs. Thereafter, DACOS(FP) approval is required for Other Duties that require more than 50. Requests for in excess of 50 days Other Duties is to be raised on an annual form promulgated via CMRTM.
- b. **Reserve Liability.** Any member of the RNR or RMR, including a Transitional Member, is able to undertake Other Duties.
- c. **Status.** While undertaking Other Duties, Reservists will retain their Reserve status.
- d. **Call-Out Whilst Undertaking Other Duties.** Other Duties do not affect a Reservist's liability to Call-Out in any way.
- e. **Commissioning, Engagement or Enlistment in the Regular Forces.** Reservists commissioned, engaged or enlisted in the Regular Forces whilst undertaking Other Duties are to cease Other Duties prior to transferring to the Regular Service.
- f. **Pay, Charges and Allowances.** Other Duties will attract the following remuneration and charges:
  - (1) **Pay.** Pay will be at RNR and RMR training rates of pay (equivalent to rates of pay for Regular Servicemen but with 5% X-Factor). Details of days worked should be submitted to the employing unit UPO/RSU at the end of the employment, or on a monthly basis, whichever is the sooner.
  - (2) **Charges.** All standard charges (food and accommodation, etc) will be made and set against pay in accordance with JSP 754.
  - (3) **Allowances.** Allowances will be paid in accordance with JSP 752.
- g. **Service, Promotion and Advancement.** Reservists undertaking Other Duties will be selected in accordance with the Service requirement. They will remain eligible for promotion or advancement. Time served whilst undertaking Other Duties will count towards promotion/advancement.
- h. **Security.** All Reservists undertaking Other Duties will hold, as a minimum, a Security Check clearance.
- i. **Operational Capability Training.** Up to a maximum of 12 days of Other Duties may count towards Operational Capability Training when authorised on the individual's Personal Commitment Plan (PCP).

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<sup>1</sup> Examples of Other Duties include List 4 activity and bespoke project work.



- j. **Annual Reporting.** SJAR/OJAR Insert Slips are to be raised for periods of Other Duties of over 12 days.
- k. **Bounty.** Reservists undertaking Other Duties will be entitled to their normal Reserve bounty providing all qualifying requirements are met under RFA 96 s22 Annual Obligatory Training.
- l. **Uniforms.** Kit scales will be brought up to that level which will be required for the duties to be undertaken. Additional kit will be issued from the nearest suitable Service Establishment and will usually be returned on completion of the duties.

**CHAPTER 7**

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**CHAPTER 8**

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## CHAPTER 11

### THE ROYAL FLEET RESERVE

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- 1102. Authorities for the Administration of the Royal Fleet Reserve/Recall Reserve
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**CHAPTER 11****REGULATIONS GOVERNING THE ROYAL FLEET RESERVE****1101. The Regulations**

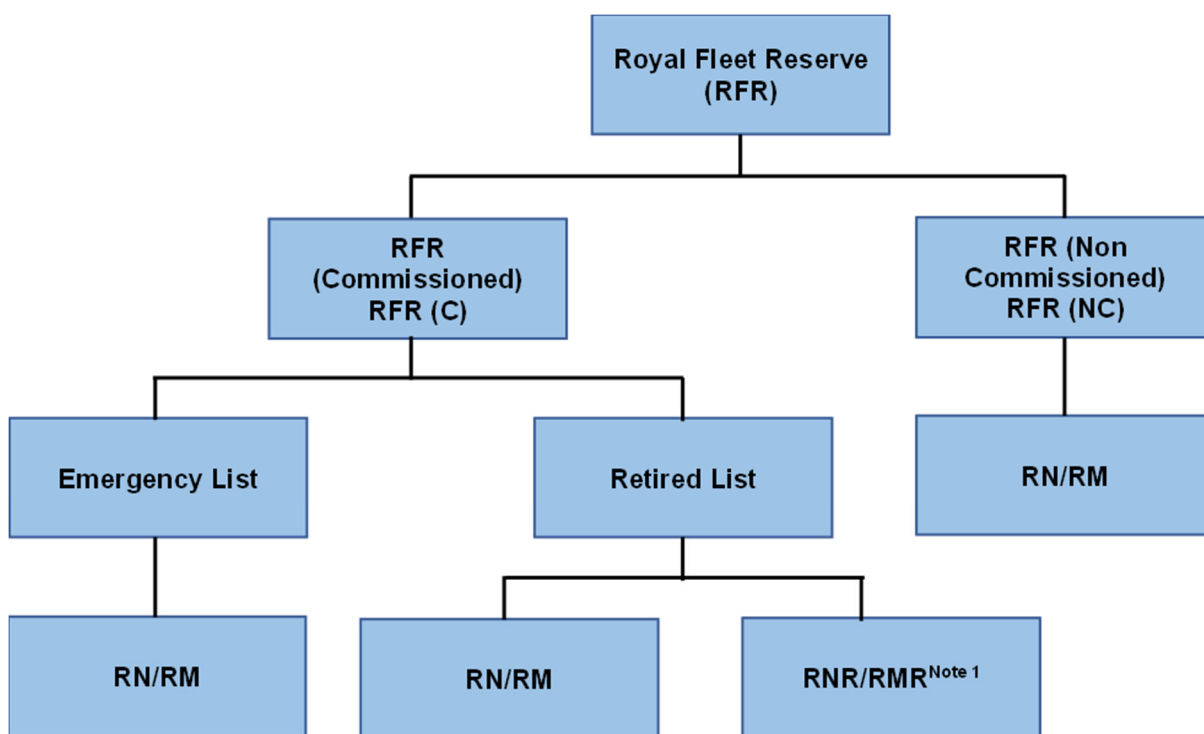
a. RFA 96, which came into force on 1 Apr 97, makes provision with respect to the reserve forces. However, under that Act, some persons serving in the reserve forces before 1 Apr 97 may remain in a class of persons (“the original transitional class”) in relation to whom certain provisions in RFA 96 do not apply and in relation to whom provisions in the Reserve Forces Act 1980 continue to apply. In addition, provision is made in RFA 96 so that persons serving in the regular forces immediately before 1 Apr 97 may become a member of the original transitional class on transfer to the reserve. A member of the original transitional class may make an irrevocable election to cease to be a member of that class. RFA 96 was amended by the Defence Reform Act 2014 (DRA 14) to extend the circumstances in which members of the reserve forces may be called out. These amendments came into force on 1 Oct 14. However, the amendments made by DRA 14 included adding a provision in RFA 96 so that persons serving in the reserve forces immediately before 1 Oct 14 may remain in a class of persons (“the second transitional class”) in relation to whom the changes made by DRA 14 to the call-out powers in RFA 96 do not apply. In addition, the amendments provided so that persons serving in the regular forces before 1 Oct 14 may become a member of the second transitional class on transfer to the reserve. The powers in RFA 96 to call out members of the second transitional class are limited to those which existed under RFA 96 immediately before the changes made by DRA14. A member of the second transitional class may make an irrevocable election to cease to be a member of that class.

b. Prior to RFA 96, the RFR consisted only of RN male Ratings and RM Other Ranks, but, under RFA 96, RN and RM Officers (male and female) who transfer to the Emergency and Retired Lists on leaving the Regular Service, male and female Officers on the Retired Lists of the RNR and RMR, as well as female Ratings and Other Ranks, also form part of the RFR. Officers will join the RFR as RFR (Commissioned) (RFR(C)) and Ratings and Other Ranks as RFR (Non-Commissioned) (RFR(NC)). These regulations replace all previously published regulations for the administration of the RFR.

c. Part 3 of DRA 14 amended RFA 96. The changes made to RFA 96 came into force on 1 Oct 14. The most significant change was to the powers in RFA 96 under which members of the reserve forces may be called out for permanent service. The separate call-out powers in sections 56(1) and (1A) of RFA 96 were replaced with a new call-out power (in section 56(1B)) which allows the Secretary of State to make an order under section 56 where it appears to the Secretary of State that it is necessary or desirable to use members of a reserve force for any purpose for which members of the regular forces may be used. This new power applies automatically to those who join a volunteer reserve force on or after 1 Oct 14 and those who join a regular force on or after 1 Oct 14 and thereafter transfer to an ex-regular reserve force. DRA 14 made special provision with respect to persons serving in the reserve forces and the regular forces immediately before 1 Oct 14.

d. Persons serving in the reserve forces immediately before 1 Oct 14 may remain in a class of persons (“the second transitional class”) in relation to whom the changes made by DRA 14 to the call-out powers in RFA 96 do not apply. In addition, persons serving in the regular forces before 1 Oct 14 may become a member of the second transitional class on transfer to the reserve. The powers in RFA 96 to call out members of the second transitional class are limited to those which existed under RFA 96 immediately before the changes made by DRA14: broadly speaking, they may be called out under section 56 if it is necessary to use armed forces on operations for the protection of life or property, or where the Defence Council has authorised use of members of the armed forces for urgent work of national importance. A member of the second transitional class may make an irrevocable election to cease to be a member of that class.

**Figure 11-1. The RFR Structure**



**Note.** *RNR/RMR Retired List shown here are for those officers who have joined the MRs but have previous Regular Service Liability. MR Officers are also placed on a Retired List but do not have any Reserve Liability. However, they can still be Re-called to Service under Section RFA 96 Part VII Section 66.*

e. Before 1 Apr 97, Ratings or Other Ranks who left the Regular service and were in receipt of a pension (and thus had a Recall liability) were called the Pensioner Reserve (which was not part of the RFR). Under RFA 96, Reservists who have completed 22 years’ service (whether or not they are in receipt of a Naval pension) may be subject to recall (which is also not part of the RFR). Other ex-Regulars also have a recall liability. See Chapter 15 for full details.



**1102. Authorities for the Administration of the Royal Fleet Reserve/Recall Reserve**

- a. 2SL, through NAVSEC, is responsible for all matters concerned with membership of the RFR, including discipline, payment, training, records, call-out, recall and discharge of Officers, Ratings and Other Ranks. These duties are delegated to the Registrar of Reserves SO1 RES CM.
- b. The SO1 RES CM is the Registrar of Reserves for all RFR Officers, and Ratings and Other Ranks and all Recall Reserves.

**1103. Scope**

The RFR exists in peacetime principally to provide a Reserve Force which may be made available for war but which may, in certain circumstances, also provide ex-Regular Reservists to supplement peacetime or crisis manning. These regulations apply principally to the administration of the RFR in peacetime, although the elements of Chapter 14 on legislation refer to the position of Reservists during and after hostilities. In general, once a Reservist has been accepted into permanent service following call-out, they are governed by the regulations which are in force for normal service in the Royal Navy and Royal Marines. Separate terms and conditions of service exist for those members of the RFR who are voluntarily undertaking Full Time Reserve Service (FTRS) (see Chapter 18) or an Additional Duties Commitment (ADC) (see Chapter 19) or Voluntary Ex Regular Reserves.

**1104. Call-Out or Recall - Acceptance into Permanent Service and Release or Discharge**

The regulations for call-out or recall, acceptance into permanent service, release and discharge of the Reserve Naval and Marine Forces and the RR are detailed in Chapter 14 and JSP 753.

**1105. Reserve Liability for Ex Regular Personnel**

The extent of reserve liability arising from Regular service depends on whether an individual is an Officer or Rating/RM Other Rank (RMOR), whether subject to Reserve Forces Act 1980 (RFA 80) or Reserve Forces Act 1996 (RFA 96), whether in receipt of a service pension or Early Departure Payment (EDP) and whether they have re-entered the service and have previously completed a period of reserve liability. A table at BRd 3(1) Annex 54I outlines the length of reserve liability for personnel, other than re-entrants, Medical and Dental Officers.

**1106. Reserve Forces Act 1980/Reserve Forces Act 1996**

- a. If a Service Person (SP) joined before 1 Apr 97 and has not subsequently re-enlisted, re-engaged or extended their service, or become an officer or made an election to cease to be a member of the original transitional class, the SP will be subject to RFA80 (known as the Original Transitional Class). Any personnel serving under RFA80 can elect to transfer to RFA 96 liability at any time during their service or on termination.

b. If the SP joined on or after 1 Apr 97, or has re-engaged during their career, that SP will automatically have a RFA 96 liability. Any such SP who was a member of a reserve force or a regular force immediately before 1 Oct 14 will be a member of the Second Transitional Class unless they have, since that time, re-enlisted, reengaged or extended their service, or become an officer or made an election to cease to be a member of that class.

**1107. Re-Entrants**

Personnel who re-join Regular Service but had spent some time with a reserve liability at the end of their previous regular service (career/engagement/commission) will have the reserve liability for their second period of service abated by the period of reserve liability already spent.

**1108. Reserve Liability for Medical/Dental Officers**

The Reserve Liability for Medical and Dental Officers is contained in JSP 950.

**1109. Reserve Liability of Female Personnel**

a. Female personnel commissioned or enrolled in the RN or RM on or after 1 Apr 97 will have the same Reserve liability as males. Females commissioned or enrolled on or before 31 Mar 97 will have the same Reserve liability as males commissioned or enrolled on or before that date unless/except:

- (1) They are Transitional Members; or
- (2) They were enrolled on Terms of Service which did not provide for Reserve liability and have not subsequently converted to different Terms of Service.

b. Female Officers who were commissioned into the RN and awarded Full Career Commissions before 1 Apr 97 will be placed on the Retired List. They are not under any liability to be called out for further Naval service unless they elected to serve, irrevocably, under RFA 96.

c. Female Officers who were commissioned or re-commissioned into the RN on or after 1 Apr 97 will be subject to Reserve Liability dependent on commission length.

**1110. Removal of Reserve Liability**

The Registrar of Reserves (SO1 RES CM) has the authority to terminate a RFR (Commissioned) or RFR (Non-Commissioned) Reserve Liability in the following circumstances:

a. As a result of administrative or disciplinary action following a breach of service policy, and/or a finding of misconduct, or as part of Service Penalty action following a civil or Service conviction rendering Reserve liability untenable.

b. If a Maritime Reserve Officer having previous Reserve Liability from Regular Service is Compulsory Removed from the Active List (CRFAL).

- c. When notified that the discharge SNLR of a Maritime Reserve rating or other rank who has previous Reserve liability from Regular Service iaw s14(2) or s15(1) of the Reserve Forces Act 1996 has been approved.
- d. When an individual has had a commitment terminated for professional and personal shortcomings, short of misconduct, where further service is not recommended. When an application is made from the CO to the Registrar of Reserves, to terminate, following a period of warning<sup>1</sup> for professional or personal shortcomings.
- e. When application is made from the CO to the Registrar of Reserves to terminate as a form of administrative action, as a result of a disciplinary action, service penalty action following a conviction, or administrative action following a finding of a breach of service policy making their continuance on FTRS/ADC/VerRS untenable<sup>2</sup>.

#### **1111. Royal Fleet Reserve (Commissioned)**

The RFR(C) consists of Officers on the RN and RM Retired and Emergency Lists and the Retired Lists of the RNR and RMR.

##### **a. The RN and RM Retired List.**

(1) The Retired List comprises Officers who were on the trained strength of the RN/RM in receipt of a Pensionable Commission/EDP, who left the Active List and whose commissions have not been terminated. Pensionable Commissions are:

(a) Medium Career Commission (MCC)/Career Commission Stage (CCS).

(b) Full Career Commission (FCC)/Full Commission Stage (FCS).

(2) Officers placed on the Retired List are under continuous liability to be called out for further Naval service in times of imminent national danger or great emergency. The Period of Reserve Liability is up to age 60 years.

b. **The Emergency List.** Personnel who serve on an Initial Commission Stage (ICS) and do not qualify for an immediate pension or EDP are placed on the Emergency List and are liable for call out during the subsequent six years. On completion of six years' service on the Emergency List, their name is removed from the List and they will not have further reserve liability.

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<sup>1</sup> Where appropriate the warnings procedures applicable to Regular SP (see BRd 3(1) Ch 54) are to be applied.

<sup>2</sup> For example, but not limited to, instances of misconduct or breach of Service policies.

c. **The RNR and RMR Retired List.** Officers completing service in the RNR or RMR may be permitted to join the appropriate Retired Lists. They may subsequently resign their commissions at any time, unless:

(1) They are in permanent service after call-out or Full-Time Reserve Service; or

(2) An order under RFA96 S52 or S56 is in force authorising the call-out or Re-call of members of any reserve force.

d. After their resignation is effective, they will not have a liability for call-out or recall.

#### **1112. Availability for Call Out (Officers)**

Officers of the Retired or Emergency Lists are required to keep the Naval Secretary (via FTRS Cell) informed of any circumstance which might affect their availability for call-out; this includes any absence abroad of three months duration or more, and any forms of employment which could preclude readiness for Naval Service.

#### **1113. Residence Abroad (Officers)**

a. Temporary or permanent residence overseas does not in itself exempt Officers of the Emergency and Retired Lists from their liability for call out; however, such Officers will not normally be amongst the first to be called back into service.

b. Officers of the Retired and Emergency Lists who are employed by foreign governments or Heads of State are required to inform Naval Secretary accordingly and will have their commissions terminated for the duration of such employment. This is done to avoid potential difficulties of accountability. Such Officers may apply to Naval Secretary for their commission to be reinstated on production of documentary evidence that such employment has ceased.

c. Officers residing in other countries where HM The King is Head of State may have their services placed at the disposal of that country in the first instance.

#### **1114. Discharge to Join Other Armed Services (Officers)**

Officers re-joining the Active List of the RN or RM will be taken off the Retired and Emergency List as appropriate. Their liability for recall to RN or RM service will be reassessed when they leave the Active List once more (see Para 1105). Future liability for officers joining the Army or RAF from the Retired List will be waived in favour of that of their new Service. Officers granted a commission (other than time-only commissions) in the RNR or RMR will retain their commissions on the Retired Lists, but their liability will be revoked in respect of their volunteer Reserve service.

**1115. Royal Fleet Reserve (Non-Commissioned) - Liability for Service**

The Transitional Class terms of service provide that all male ratings/ORs serving on an Open Engagement (OE) (LS for RMOR) who leave the Regular Service without completing 22 years' reckonable service have a liability of Reserve Service:

- a. SP joining before 1 Apr 97 – will come under RFA 80 Reserve liability of 3 years in the RFR(NC).
- b. SP who joined on or after 1 Apr 97, but before 1 Apr 15 – will come under RFA 96 Reserve liability of 6 years in total (3 years RFR(NC) followed by 3 years Recall Reserve (see Annex 54I of BRd 3(1)).
- c. SP who joined on or after 1 Apr 15, on a 12-year Engagement Stage 1 (ES1) will come under RFA 96 (12) Reserve Liability of 6 years in total (3 years RFR (NC) followed by 3 years Recall Reserve. On re-engagement to ES2 the same Reserve Liability applies.
- d. SP who re-engages to ES3 on or after 1 Apr 15 will come under RFA 96 (12) Reserve Liability of 6 years.

**1116. Discharge to Join Alternative Service (Non-Commissioned)**

SP who join or re-join one of the Regular Armed Services, including the Armed Services of another country, are to be discharged from Reserve Service. Those who join the Volunteer Reserves (the RNR, RMR, Army Reserve or the Royal Auxiliary Air Force) may be exempt call-out or recall to Regular Service by the Registrar of Reserves for the duration of their Volunteer Reserve status if it is deemed appropriate that service in the Reserves is of higher importance. Those joining the Cadets Forces (e.g., Sea Cadets) will retain their Reserve liability. Discharge will take effect from the day before re-entry or commissioning.

**1117. Temporary or Permanent Residence Abroad (Non-Commissioned)**

SP who emigrate or take up temporary or permanent residence abroad should apply to Registrar of Reserves for a waiver to their Reserve Liability. They will be placed on a holding list of the RFR(NC) until their liability ceases or until they return to the UK.

**1118. Notification of Discharge (Non-Commissioned)**

When an SP is discharged from the RFR(NC) the Registrar of Reserves will forward a letter stating the reason for and effective date of the discharge. This is to be retained by the Reservist.

**1119. Dismissal or Discharge for Misconduct (Non-Commissioned)**

- a. Any SP who may so misconduct themselves as to bring discredit on the Reserves will be liable to be dismissed from Reserve liability.
- b. Any SP committed to prison by the civil power will be discharged automatically from the Reserves as from the date of conviction.

**1120. Rating or Rank to be Held (Non-Commissioned)**

- a. SP joining the RFR(NC) will be enrolled in the rate held at the time of discharge from Regular Service.
- b. SP holding an Acting Rate on joining the RFR(NC) will remain in the Acting Rate throughout their Reserve Service. The SP will be considered for confirmation in the substantive rank if recalled to Regular Service.
- c. A member of the RFR(NC) who is accepted into permanent service will join in the Rank or Rate held in the RFR(NC). Advancement will be in accordance with Regular Service regulations.

**1121. Annual Postal Reporting**

- a. JPA produces an Annual Reporting Certificate/Letter (ARC/L) to all members of the RFR(NC) and Recall Reserves (RR) for the purpose of ascertaining the members of the ex-regular Reserves who are ready to undertake a war task, if necessary, with the minimum of administrative delay.
- b. RFR(NC) and RR are required to complete the ARC/L once a year throughout their period of Reserve Liability. RFR(NC) receive an Annual Reporting Grant paid via BACS. RR are not eligible for the grant as they are in receipt of a pension.
- c. ARC/L does not absolve Reservists from the requirement to keep the Registrar of Reserves informed of changes to their personal circumstances that could affect their availability for call-out.

**1122. Failure to Respond to the Annual Reporting Certificate/Letter**

If no response has been received from the Reservist by the end of the following month to which the ARC/L was mailed, a follow-up letter is dispatched. It is an offence for a member of the Reserves to fail to reply to the ARC/L reporting under Section 95(1) (e) of RFA 96 and can result in a fine.

## CHAPTER 12

### ROYAL FLEET RESERVE - VOLUNTARY TRAINING AND OTHER DUTIES

(Known as VOLUNTARY EX REGULAR RESERVE SERVICE (VeRRS))

#### CONTENTS

**Para**

- 1201. RFR Voluntary Training
- 1202. Other Duties (VeRRS)
- 1203. Terms and Conditions of Service for VeRRS Duties - Ex Regular RN and RM Reserves (Officers, Ratings and Other Ranks)

**CHAPTER 12****ROYAL FLEET RESERVE (RFR) - VOLUNTARY TRAINING AND OTHER DUTIES****(Known as VOLUNTARY EX REGULAR RESERVE SERVICE (VeRRS))****1201. RFR Voluntary Training**

- a. Members of the RFR (ex-Regulars with a Reserve Liability) in accordance with BRd 3(2) Chapter 11 may undertake any voluntary training in the United Kingdom or elsewhere which is made available to them (RFA 96 s.27).
- b. An RFR may either volunteer to undertake Voluntary Training or the Registrar of Reserves may request them to undertake such training. A Reservist will be subject to Service Law whilst performing voluntary training. Voluntary training may be paid or unpaid.
- c. This regulation makes provision for the Reserve Authorities to provide training facilities for Reservists undertaking voluntary training either at their own, or the FTRS Cell's request in accordance with RFA 96 s.27 (2).
- d. Service under Voluntary Training is not to exceed 12 consecutive weeks. If service is to exceed attendance of once a week for 12 continuous weeks, individuals are to be considered for service on Full Time Reserve Service (FTRS, see Chapter 18) or an Additional Duties Commitment (ADC, see Chapter 19).

**1202. Other Duties (VeRRS)**

- a. RFA 96 s.27 allows provision to be made for RFR to undertake other voluntary duties or Other Duties (VTOD). For the Royal Fleet Reserve, this scheme is known as the Voluntary ex-Regular Reserve Service (VeRRS).
- b. A member of the RFR may undertake VeRRS in the United Kingdom or wherever they may be made available to them (RFA 96 s.27).
- c. An RFR may either ask to undertake VeRRS duties or an appropriate officer may request them to undertake such duties. It is the Reservist's decision whether they undertake any VeRRS duties which are offered. Whilst performing any VeRRS duties the Reservist will be subject to Service Law.
- d. VeRRS duties are duties that are considered to be short-term and non-recurring. They are not to be confused with FTRS or ADC. VeRRS duties will usually be for continuous periods of less than 30 days and can be for as little as 2 hours in one day. Separate periods of VeRRS duties should not usually total more than 90 days in any one year. SO1 RES CM is empowered to approve the use of VeRRS duties for a continuous period of over 30 days or any period which would take the total days per annum over 90, in exceptional circumstances where it is not possible to use an ADC or FTRS, or where the requirement has arisen unexpectedly and there is no other way to undertake the work.



### 1203. Terms and Conditions of Service for VeRRS Duties - Ex-Regular RN and RM Reserves (Officers, Ratings and Other Ranks)

- a. **General.** The Terms and Conditions of Service for RFR ex-Regular Reservists undertaking VeRRS duties are described below. There will be no formal signed agreement (in contrast to FTRS or ADC); however, these duties must be authorised. The authority for VeRRS duties will be initiated and approved by the Registrar of Reserves or delegated Authorised Officer on a specific form provided by the FTRS Cell.
- b. **Reserve Liability.** Any member of the RFR, including a Transitional Member, is able to undertake VeRRS duties. However, if Reserve Liability has terminated by time, an ex-Regular can request from Registrar of Reserves additional Reserve Liability in order to undertake further VeRRS duties. The member will have to accept the updated Call Out Obligation under DRA 14.
- c. **Status.** While undertaking VeRRS duties, Reservists will retain their reserve status and be known as Royal Fleet Reserves (RFR).
- d. **Call-Out Whilst Undertaking VeRRS Duties.** VeRRS duties do not affect a Reservist's liability for Call-Out in any way.
- e. **Commissioning, Engagement or Enlistment in the Regular Forces.** RFR personnel re-entering in the Regular Forces are to cease VeRRS duties prior to re-entry.
- f. **Pay, Charges and Allowances.**
  - (1) Pay allowances and charges for VeRRS duties are in accordance with current Service regulations. The daily rates of pay for Reservists serving on VeRRS duties s27 RFA 96 will be published on the annual Armed Forces Pay Review Board Directed Letter, a copy of which is distributed by the originator to all COs and major organisations within the Service.
  - (2) Payment will be made on the first working day of each month. Individuals are to submit the specific JPA Form to their UPO for element entry action prior to the Attendance Based Pay cut off point each month. The form should contain the number of days worked from the submission date of the previous month up to the number of days worked up to the day before the submission date of the current month. All pay is made in arrears.
- g. **Service, Promotion and Advancement.** Reservists undertaking VeRRS duties will be selected in accordance with the Service requirements. They will usually serve in the same rank/rate that they held on completion of their Regular Service and will not be eligible for promotion/advancement.
- h. **Written Reports.** Short Appraisal Reports are required on individuals undertaking periods of VeRRS duties if the Reservist undertakes full 90 days service. However, Registrar of Reserves retains the right to call for a Short Appraisal Report to support career management, selection for further assignments etc.

- i. **Security.** All Reservists undertaking VeRRS duties must hold, as a minimum, a Security Check clearance.
- j. **Leave.** Leave for VeRRS will be granted in accordance with current Service regulations.
- k. **Uniforms.**
  - (1) **Officers.** Officers undertaking VeRRS duties are entitled to a uniform grant in order to bring their uniform up to a minimum scale commensurate with the duties being undertaken.
  - (2) **Ratings and Other Ranks.** Ex-Regular Ratings and Other Ranks will be required to replace any missing items of their Reservist Home Retention Scale of Kit so that it is made up to minimum scale in accordance with BRd 3(1) Chapter 39. The kit will be supplemented, if necessary, with any additional items required for the duties to be undertaken. This additional kit will be issued from the nearest suitable Service Establishment and will be withdrawn on completion of the duties.
- l. **Pension.** VeRRS duties has no impact on AFPS benefits. However, members are advised to contact Defence Business Services with regards to the effects on Ex-Regular Preserved Pensions, Early Departure Payments, Resettlement Grants, Special Capital Payments or Compensation Lump Sums.

## CHAPTER 13

### THE TRANSITIONAL CLASSES DEFINED BY RFA96 AND THEIR LIABILITIES

#### CONTENTS

**Para**

- 1301. Background
- 1302. The Original Transitional Class (RFA 80)
- 1303. The Second Transitional Class (RFA 96)
- 1304. Election Not to be a Transitional Member of the Reserve Forces
- 1305. Circumstances of Call-Out of Original Transitional Members (RFA 80) of the Reserve Forces
- 1306. Circumstances of Call-Out of Second Transitional Members (RFA 96) of the Reserve Forces
- 1307. Implementation of RFA 80 and RFA 96
- 1308. Length of Called Out Service (RFA 80) - Volunteer and Ex-Regular Reserve
- 1309. Length of Called Out Service (RFA 96) - Volunteer and Ex-Regular Reserves
- 1310. Training Liability of Transitional Members
- 1311. Length of Reserve Liability

**CHAPTER 13****THE TRANSITIONAL CLASSES DEFINED BY RFA 96 AND THEIR LIABILITIES****1301. Background**

a. The Reserve Forces Act 1996 (RFA 96) came into force on 1 April 1997. It provided new powers to call-out members of the reserve forces. However, those powers only applied automatically to those who joined a volunteer reserve force on or after 1 April 1997 and those who joined a regular force on or after that date and then transferred to an ex-regular reserve force. Accordingly, Schedule 9 to RFA 96 provides so that some persons serving in the reserve forces before 1 April 1997 may remain in a class of persons (“the original transitional class”) in relation to whom certain provisions in RFA 96 do not apply and in relation to whom provisions in the Reserve Forces Act 1980 (RFA 80) continue to apply. In addition, provision is made in RFA 96 so that persons serving in the regular forces immediately before 1 April 1997 may become a member of the original transitional class on transfer to the reserve. Members of the original transitional class continue to be subject to the call-out powers in RFA 80. A member of the original transitional class may make an irrevocable election to cease to be a member of that class.

b. RFA 96 was amended by the Defence Reform Act 2014 (DRA 14) to extend the circumstances in which members of the reserve forces may be called out. These amendments came into force on 1 October 2014. However, the amendments made by DRA 14 included adding provision in Schedule 9 to RFA 96 so that persons serving in the reserve forces immediately before 1 October 2014 may remain in a class of persons (“the second transitional class”) in relation to whom the changes made by DRA 14 to the call-out powers in RFA 96 do not apply. In addition, Schedule 9 to RFA 96 was amended so that persons serving in the regular forces before 1 October 2014 may become a member of the second transitional class on transfer to the reserve. The powers in RFA 96 to call-out members of the second transitional class are limited to those which existed under RFA 96 immediately before the changes made by DRA14. A member of the second transitional class may make an irrevocable election to cease to be a member of that class.

**1302. The Original Transitional Class (RFA 80)**

- a. A member of the RFR, RNR or RMR is in the Original Transitional Class if:
- (1) They were a member of one of those forces on 31 March 1997; and
  - (2) They have remained a member of that force without interruption since 31 March 1997; and
  - (3) They have not extended their service in, or become an Officer of that Force since that time; and
  - (4) They have not made an election to cease being a member of the original transitional class.

b. In addition, a member of the RFR is in the Original Transitional Class if they became a member of the RFR on or after 1 April 1997 on transfer from the Royal Navy or the Royal Marines and:

- (1) They joined the Royal Navy or the Royal Marines before 1 April 1997, and did not re-enlist, re-engage or extend their service, or become an Officer in the Royal Navy or the Royal Marines on or after 1 April 1997;
- (2) They have remained a member of the RFR without interruption since being transferred from the Royal Navy or the Royal Marines and
- (3) They have not extended their service in, or become an Officer of, the RFR since being so transferred.
- (4) They have not made an election to cease being a member of the original transitional class.

c. It is desired not to deter members of the Royal Navy or the Royal Marines from undertaking the extensions of service. Those doing so on or after 1 April 1997 will cease to be eligible to be Transitional Members when they join the RFR. However, they will, for the period of their compulsory service in the RFR, be exempt from compulsory call-out under RFA96 s.56 and, if they would not have been liable to call-out under RFA 80 s.11 as Transitional Members, under RFA96 s.54. This exemption is provided under RFA96 s.62, and avoids any significant worsening of liability for those concerned as a result of the extension of service. An individual will be able to waive that exemption for a particular operation if they wish. Similarly, an individual who is given such an extension who has not qualified for an immediate pension by virtue of their Regular service will be exempt from recall under RFA96 Pt VII. This exemption is provided under RFA96 s.73. The exemption will cease:

- (1) If they complete the form of election to cease to be a Transitional Member (see Para 1304); or
- (2) If any event occurs which would cause them to cease to be (or to cease to be eligible to be) a Transitional Member, if they had not undertaken the extension of service which caused this paragraph to apply.

d. The extensions of Regular Service to which Para 1302 sub-para c. is to apply are as follows:

- (1) To make up time on detention;
- (2) To fill a billet that would otherwise have been gapped;
- (3) To complete educational and vocational training;
- (4) To make up time spent on unpaid leave e.g. pregnancy or welfare;
- (5) Extension of active service as detailed on the Officers' Assignment Lists;
- (6) Extensions to Open Engagement 2/Extended Career Engagement.

**1303. The Second Transitional Class (RFA 96)**

- a. A member of the RFR, RNR or RMR is in the Second Transitional Class if:
- (1) They were a member of those forces immediately before 1 October 2014; and
  - (2) They have remained a member of that force without interruption; and
  - (3) They have not extended their service in, or become an Officer, of that Force since that time; and
  - (4) They are not a member of the original Transitional Class; and
  - (5) They have not made an election to cease being a member of the second Transitional Class.
- b. In addition, a member of the RFR is in the Second Transitional Class if they became a member of the RFR on or after 1 October 2014 on transfer to the reserves from Regular Service and:
- (1) They joined regular service before 1 October 2014, and did not re-enlist, re-engage or extend their service, or become an officer, in regular service on or after that date; and
  - (2) Since being transferred from regular service they have remained a member of the RFR without interruption; and
  - (3) Since being transferred from regular services they have not extended in service, or become an officer of, the RFR; and
  - (4) They are not a member of the Original Transitional Class; and
  - (5) They have not made an election to cease being a member of the Second Transitional Class.

**1304. Election Not to be a Transitional Member of the Reserve Forces**

- a. Members of both Transitional Classes may elect irrevocably to cease to be members of those classes. Regular personnel may also elect not to be Transitional Members if they are transferred to the RFR in the future.



**Note.** *These elections are quite separate from those provided for in RFA 96 s.66 for those actually or potentially liable to recall. Separate elections would be required if an individual wished to become subject to either call-out or recall under RFA 96.*

- b. **Reserve Forces (RFR, RNR, RMR).** Under the provisions of RFA 96, Schedule 9, paragraph 4, a member of the Reserve Forces who is a Transitional Member as described in Para 1302 may irrevocably elect to cease to be a Transitional Member, and therefore to become fully subject to the call-out powers in RFA 96, as extended by the Defence Reform Act 2014, including section 56(1B) of RFA 96. Such an election is to be made by signing a form that is available from the FTRS Cell.
- c. **Regular Forces (Royal Navy and Royal Marines).** Under the provisions of RFA 96, Schedule 9, paragraph 4, a member (Officer or Rating/OR) of the RN or RM who:
- (1) Joined the RN or the RM before 1 April 1997; and
  - (2) Has not re-enlisted, re-engaged or extended their service, or become an Officer, on or after that day, may irrevocably elect not to be a Transitional Member of the RFR on their transfer to it, and therefore to be then fully subject to the provisions of RFA 96. Such an election is to be made by signing the appropriate declaration held at the Release office.

### **1305. Circumstances of Call-Out of Original Transitional Members (RFA 80) of the Reserve Forces**

Members of the Original Transitional Class of the Reserve Forces (both Officers and Ratings/ORs - see Para 1301 sub-para b.) may be called out in the following circumstances:

- a. When His Majesty has made an order under RFA 96 s.52 because it appears to Him that "national danger is imminent or a great emergency has arisen" (RFA 80, s.10);
- b. When the Secretary of State has made an order under RFA96 s.54 because it appears to them that "warlike operations are in preparation or progress" (RFA 80, s.11);
- c. When His Majesty has made an order under RFA96 s.52 "in the event of actual or apprehended attack on the United Kingdom" (RFA 80, s.16).



**Note.** Recall to service also applies to all Commissioned Officers who have no Regular Reserve Liability or are no longer in a Reserve force. See Chapter 14 and Chapter 15 for full details of recall liabilities.

### **1306. Circumstances of Call-Out of Second Transitional Members (RFA 96) of the Reserve Forces**

Members of the Second Transitional Class may be called out in the following circumstances:

- a. Where a call-out order has been made under section 52 of RFA 96 (as it appears to His Majesty that national danger is imminent or that a great emergency has arisen, or in the event of an actual or apprehended attack on the UK (RFA 96, s 52)).

- b. Where a call-out order has been made under section 54 of RFA 96 (as it appears to the Secretary of State that warlike operations are in preparation or progress (RFA 96, s,54)).
- c. Where a call-out order has been made under section 56 of RFA 96 (as it appears to the Secretary of State that it is necessary or desirable to use Armed Forces):
- (1) On operations outside the UK for the protection of life or property;
  - (2) On operations anywhere in the world for the alleviation of distress or the preservation of life or property in time of disaster or apprehended disaster;
- d. Where the Defence Council have approved work as being urgent work of national importance and have authorised members of the armed forces to be temporarily employed in such work and the Secretary of State has made a call-out order authorising the calling out of members of a reserve force for the purposes of carrying out such work.

#### **1307. Implementation of RFA 80 and RFA 96**

- a. Call-out under RFA 80 and RFA 96 are authorised by an Order made by His Majesty or the Secretary of State. The making of any Order must be reported forthwith to each House of Parliament. Where a call-out order is in force authorising the calling out of members of the reserve forces, a member of a reserve force may be called out under that order by the service on them of a call-out notice.
- b. Only after authorisation has been given by an Order (or expressly by the Secretary of State or a person or body to whom authority has been delegated in accordance with RFA 96 for High Readiness Reserve and Sponsored Reserve) can call-out notices be served on Reservists.

#### **1308. Length of Called Out Service (RFA 80) - Volunteer and Ex-Regular Reserves**

- a. **Officers.** Once called out under RFA 80 s.11, Officers serve at His Majesty's pleasure. In practice, however, it is unlikely that an Officer would be required to serve for longer than a Rating/OR called out in the same circumstances. The same statutory limits apply to Officers called out under RFA 80 s.16 as for Ratings and Other Ranks (see below).
- b. **Ratings/Other Ranks.**
- (1) Once called out for Service under either the provision "national danger is imminent or that a great emergency has arisen" (RFA 80 s.10) or "in the event of actual or apprehended attack on the United Kingdom" (RFA 80 s.16), a Reservist is liable to serve for a maximum term of three years from the time they commenced that service. His Majesty, if he sees fit, may, under the hand of the Secretary of State, extend that service to a period of five years.



(2) If a Reservist has been called into Service by virtue of RFA 80 s.10 or s.16 and has served less than five years as a result of that call-out, they will (provided, of course, that they remain a member of their Reserve Force) still be liable to be called out again during the period of five years since they joined the Reserve and to serve until their called out service reaches five years in total.

(3) If a Reservist has been called out under RFA 80 s.11 they will be liable to serve for a maximum of 12 months in total in any one engagement.

### 1309. Length of Called Out Service (RFA 96) - Volunteer and Ex Regular Reserves

RFA 96 includes provisions which limit the periods for which Reservists may be required to serve under a call-out order. The limits take account of a Reservist's recent "relevant service" (i.e. other periods of service on call-out). The limits are:

- a. For call-out under section 52 of RFA96, up to three years (though this may be extended to five years by order of His Majesty). However, for a Reservist who has served on call-out in the previous six years, the three year maximum is reduced by a period equal in length to the total time spent in service on call-out in those six years.
- b. For call-out under section 54 of RFA96, up to 12 months (though this may be extended to two years by order of His Majesty). However, for a Reservist who has served on call-out in the previous three years, the 12 month maximum is reduced by a period equal in length to the total time spent in service on call-out in those three years.
- c. For call-out under section 56 of RFA96, up to 12 months (this cannot be extended by order of His Majesty). However, for a Reservist who has served on call-out in the previous three years, the 12 month maximum is reduced by a period equal in length to the total time spent in service on call-out in those three years.



**Note.** For members of the second transitional class (within the meaning of Schedule 9 to RFA96) who are called out under section 56 of RFA96, the limits are different. They may be required to serve under an order made under section 56 for up to nine months. However, for a member of that class who has served on call-out in the previous 27 months, the nine month maximum is reduced by a period equal in length to the total time spent in service on call-out in those 27 months.

### 1310. Training Liability of Transitional Members

- a. **Officers.** Before 1 April 1997 there was no requirement, either under RFA 80 or the Orders in Council of 27 June 1962 and 18 May 1982, for Officers on either the Emergency or Retired Lists to train. Accordingly, Transitional Members of the RFR(C) are not required to train under RFA 96 s.22. A number of Officers on the Retired List may, however, hold dormant appointments and some appropriate, voluntary training may be available.

b. **Ratings and Other Ranks.** Transitional Members of the RFR(NC) are subject to the training liability of RFA96 s.22. This has been provided because their liability before 1 April 1997 under RFA 80 s.37 was greater. Members of the RFR(NC) may accordingly be required to train for one or more periods not exceeding 16 days in aggregate in any one year. This training liability will not normally be enforced.

**1311. Length of Reserve Liability**

The length of time within which a Service leaver may be liable for reserve service is dependent upon two factors: whether they are in receipt of a service pension (or not) and to which RFA they are subject (either RFA 80 or RFA 96). See BRd 3(1) Chapter 54 Annex I for details.

## CHAPTER 14

### CALL-OUT, RELEASE FROM SERVICE AND EXEMPTION FROM LIABILITY FOR CALL- OUT OF MARITIME RESERVE NAVAL AND MARINE FORCES AND ROYAL FLEET RESERVES

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**CHAPTER 14****CALL-OUT, RELEASE FROM SERVICE AND EXEMPTION FROM LIABILITY FOR CALL-OUT OF MARITIME RESERVE NAVAL AND MARINE FORCES AND ROYAL FLEET RESERVES****1401. Scope of Chapter**

The tri-Service policy for the Call-Out, release from service and exemption from liability for Call-Out of Reserves is contained in JSP 753. This Chapter describes the procedures for the Call-Out, release from service and exemption from liability for Call-Out of all members of the Maritime and Royal Fleet Reserves (including High Readiness Reserves (HRR) and Sponsored Reserve (SR)). This Chapter prescribes various notices and procedures for Call-Out under RFA 96 and RFA 80. All processes for this chapter will be undertaken using the relevant JPA Business Process Guides.

**1402. Application of Call-Out Powers**

The overall authority for the Call-Out, release from service and exemption from liability for Call-Out of Maritime and Royal Fleet Reserves lies with the SO1 RES CM (Registrar of Reserves). There are three approaches to the application of the Call-Out powers and the operational requirement will determine which approach is used. The approaches to Call-Out are:

- a. The selection of appropriate volunteers for Call-Out;
- b. Compulsory selective Call-Out;
- c. General mobilisation.

**1403. Call-Out Notices**

- a. An individual's liability to report for service on Call-Out is triggered by the serving of a Call-Out Notice, no matter which of the approaches in Para 1402 is being used. So the normal practice is for the appropriate authority to issue Call-Out Notices. In special circumstances, however, individuals, who could be served with a Call-Out Notice, may instead be invited to report by other means (e.g. broadcast announcement). If they do so, they may be accepted into Permanent Service (see Para 1407). However, if they fail to respond to such invitation, they will not, be under any liability to punishment.
- b. The specification of the Call-Out Notice is set out in the following sections of RFA 96:
  - (1) s.58 for Call-Out under s.52, s.54, s.56 or the powers in RFA 80
  - (2) s.32 for HRR;
  - (3) s.43 for SR. The requirements of the sections are very similar.

- c. The Call-Out Notice will state:
  - (1) The person to whom it applies;
  - (2) The legal power and Call-Out order or agreement which applies;
  - (3) The time and place at which the Reservist is to report;
  - (4) That the Reservist is required to remain at that place until either accepted into Permanent Service or informed that not accepted;
  - (5) That, if the Reservist fails to report at the required time and place, they are to present for service to any person specified in the Notice, or any other Authorised Officer.
- d. The Reservist may be required to report directly to their war or crisis billet, to the Mobilisation Centre, HMS NELSON, to RTMC, Chilwell, or elsewhere as directed.
- e. A Call-Out Notice may be varied or revoked by a further notice using the relevant JPA form.
- f. A Call-Out Notice may be served by delivering it to the person concerned, or by leaving it at or sending it by post to their last known contact address. If the notice is delivered to that address by 'Royal Mail Signed For' it is deemed to have been served. Additionally, Call-Out Notices and Employer Notifications can also be issued via email to the Reservist and their Employer but a hard copy must also be sent by post.

#### **1404. Acceptance into Service**

- a. RFA 80 and RFA 96 and RFA 96(12) require that a Reservist accepted into Permanent Service be informed of this, and that they are subject to Service law.
- b. Those individuals reporting to a Mobilisation Centre without a Call-Out Notice, e.g. those reporting following a broadcast announcement, also fall under this requirement.
- c. The relevant JPA form should be used to inform individuals (or groups) of their acceptance into Service. The Reservist is to countersign this form, which will be retained in the Reservist's Personnel File (PF).

#### **1405. Non-Acceptance into Service**

- a. There is no requirement to accept into Permanent Service everyone who reports in response to a Call-Out Notice. If an Authorised Officer decides not to accept a Reservist in Permanent Service, they will be informed in writing.

- b. Written notification on non-acceptance into Permanent Service using the relevant JPA form will signal unambiguously that the Reservist is now free to leave the Mobilisation Centre. This written notification will be retained in the Reservist's PF.
- c. The Authorised Officer is normally to inform the Reservist why they have not been accepted into service. Possible reasons would be in response to a justified request by the Reservist, because of failure to meet the required standards, or because all suitable vacancies have been filled.

#### **1406. Exemption from Service**

A Reservist who reports for service as a result of a Call-out Notice may apply, or may have applied, for exemption from, or deferral or revocation of, Call-Out. A Reservist's employer may also apply, or may have already applied, for the individual to be exempted or for the Call-Out to be deferred or revoked.

#### **1407. Reporting for Service without a Call-Out Notice**

Should a Reservist present for service to an Authorised Officer even though they have not been served with a Call-Out Notice, they may be accepted into service. In these circumstances, the Reservist may, however, change their mind, at any time before formal acceptance into Permanent Service.

#### **1408. Earlier Effective Date of Entry into Service**

- a. If necessary, up to 10 Reserve Service Days (RSDs) can be paid from the date of Call-Out Notice and when a Reservist is accepted into Permanent Service to allow for administration processes to be completed (e.g. vaccinations, medical appointments). In exceptional circumstances, RFA 96 allows for the date that a Reservist was accepted into Permanent Service to be backdated to an earlier date.
- b. If a Reservist's acceptance into Permanent Service is backdated, then the earlier date will be used in calculating the Reservist's release date from Permanent Service.
- c. Any Reservist delayed in presenting for acceptance into Permanent Service must demonstrate clearly to the Authorised Officer that the delay was through no fault of their own, e.g. as a result of disruption to public transport systems.
- d. The Authorised Officer at the Mobilisation Centre will formally consider the circumstances to which sub para c above applies and may authorise an appropriate earlier date of entry into Permanent Service.

#### **1409. Penalties for Failing to Attend or Remain when Called-Out**

A Reservist, who had received a Call-Out Notice, may be subject to penalties regarding desertion, or absence without leave, if they fail to attend or remain for service as specified in the Call-Out Notice without leave being lawfully granted, or having reasonable excuse.

#### **1410. Extension of Called-Out Service**

- a. If a Reservist consents to extending their period of Permanent Service, then this consent is given in writing using the relevant JPA Form.
- b. The maximum length of the extension period of Permanent Service is subject to RFA 96, will be subject to a maximum period of either 12 or 6 months, and the duration will be advised by the Authorised Officer. If the mobilisation is under s.55 or s.57 of RFA 96, the maximum extension will not exceed 6 months.
- c. The extension will commence either:
  - (1) On the day following that on which the Reservist would have been entitled to be released from Permanent Service; or
  - (2) The day following that on which any existing extension agreement ceases.
- d. A written record of the extension is to be retained in the Reservist's PF.

#### **1411. Release from Called Out Service**

- a. On completion of Permanent Service, a Reservist will be released as expeditiously as practicable.
- b. RFA 96 provides that a Reservist, or former Reservist, may be tried for an alleged offence under Service law after release or discharge from Permanent Service.
- c. A formal release from Permanent Service routine is to be followed and when completed, the Reservist is given a Certificate of Release from Permanent Service using the relevant JPA form. A copy of this is retained in their PF.

#### **1412. Exemption from, or Relaxation of, Liability for Call-Out**

RFA 96, allows for the exemption or relaxation of Reservist's liability to Call-Out by the Defence Council.

#### **1413. Service and Promotion**

Individuals will be selected to serve in accordance with the operational requirement. They will generally continue to serve in the same rank/rate that they hold.

#### **1414. Annual Reports**

- a. Called-Out RFR Reservists will be subject to the same reporting procedures and timings as Regular personnel.
- b. MR Reservists should have insert slips forwarded iaw the JPA appraisal reporting chain so appropriate reports are raised for Reservists using the same procedures as for Regular personnel.

**1415. Security Clearance**

All Reservists must hold, as a minimum, a Security Check clearance and should be prepared to undergo any other Security Checks as required by the position they will be occupying during their Permanent Service.

**1416. Pay and Benefits**

- a. Once in Permanent Service a Reservist will be entitled to the rates of pay and allowances applicable to their Permanent Service status and the position that occupied. They will also be entitled to a Call-Out gratuity which will be paid for each Call-Out, providing there is more than 90 days between the individual's release from one period of called out service and the start of a subsequent period of mobilisation.
- b. In addition to pay, a Reservist in Permanent Service may apply for a Reservist Award, and claim for Allowable Expenses. Advice on these is available from the Adjudication Officer.
- c. Financial Assistance may also be claimed by the Reservist's employer, and advice on this will be provided by the Adjudication Officer.

**1417. Training**

A Called-Out Reservist in Permanent Service may be required to undergo either pre-deployment or relevant training. Any such training will normally form part of the duration of the Call-Out. Exceptionally some training may be completed under Reserve Service Days or Other Duties (see Chapter 6 for MR and Chapter 12 for RFR) prior to Call-Out.

**1418. Annual Leave Entitlement**

A Reservist will be entitled to annual leave, Post Operational Leave (POL) or Sea Goers Leave (SGL) when in Permanent Service; and this leave will be calculated on a pro-rata basis of an equivalent regular counterpart based on the amount of Called-Out Permanent Service undertaken. Annual Leave will be granted at the discretion of the CO of the Reservist's functional employer. All personal affairs should have been completed by the Reservist before acceptance into Permanent Service, as leave will not be granted for this purpose.

**1419. Resettlement**

There will be no entitlement to a resettlement interview on completion of Called-Out service, and a Reservist will not be entitled to Graduated Resettlement Time (GRT).

**1420. Welfare Support**

When a Reservist has received their Call-Out Notice, they are entitled to the same welfare support that is provided for regular personnel. This is provided by RNRMW, and contact details for Welfare support are provided in the Call-Out Order.

**1421. Attributable Benefits**

Any Reservist Called-Out, whether a member of the AFPS (by virtue of previous service in the RN) or not, will be eligible for the appropriate "attributable" benefits if they suffer death or injury attributable to, or aggravated by, their service.



**1422. Insurance**

All Reservists Called-Out are advised to take out the appropriate level of personal accident insurance for the period of their Call-Out.

**1423. Travel and Expenses**

Duty travel to and from the Mobilisation Centre is authorised iaw JSP 752 and JSP 753.

## CHAPTER 15

### RECALL RESERVE (NAVAL AND MARINE)

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**CHAPTER 15****RECALL RESERVE (NAVAL AND MARINE)****1501. Definition**

The Recall Reserve (RR) does not form part of the RFR and is not a Reserve Force. It is rather a convenient collective term for those liable to recall under RFA 80 s.30 or RFA 96 Part VII. Because Naval and Marine Officers whose commissions have not been terminated remain members of the RFR(C) for life, Officers will not form part of the RR but they nonetheless remain liable to recall under RFA 96 Pt VII. The powers to exempt persons from or relax recall liability are detailed at para 1521, and apply to all persons who may be recalled, in accordance with Section 66 RFA 96. That is both those who hold a commission as an officer or those who have served as a rating/other rank.

**1502. Recall Reserve - Liability for Recall Under RFA 80**

- a. Individuals who:
  - (1) Were enrolled in the RN or RM on or before 31 March 1997;
  - (2) Have not become Officers;
  - (3) Have not on or after 1 April 1997 re-enrolled, re-enlisted, re-engaged or extended their service;
  - (4) Have not elected (with the permission of an Authorised Officer in the FTRS Cell, which will not normally be granted to those who left the RN or RM before 1 April 1997, and may not be granted to others) to be liable to recall under RFA 96; and
  - (5) Are in receipt of a Service pension in respect of their service in the RN or RM; will be liable to recall under RFA 80 s.30 as amended whenever a recall order under RFA 96 s.68 (see Para 1503 sub-para b) ordering the recall of persons who have served in the RN or RM is in force. They may be required to serve for the duration of the emergency. While so serving they shall continue to receive their pensions. The liability lasts for life, although in practice it is unlikely that those over the age of 55 would be recalled.
- b. Ratings or Other Ranks currently serving in the RN, RM or RFR(NC) who joined the RN or RM before 1 April 1997 may also elect irrevocably to be subject to RFA 96 in respect of their future recall liability (see Chapter 13 Para 1303).
- c. Recall Reserves at any time can elect, irrevocably, to cease being a member of the Original Transitional Class (RFA 80) and become fully subject to the provisions of the RFA 96 including the changes made to the call-out powers in RFA 96 by Section 45 of the Defence Reform Act 2014.

### **1503. Recall Reserve - Liability For Recall Under RFA 96**

- a. All those who enrolled in the RN or RM on or after 1 April 1997 and who do not subsequently become Officers, and those enrolled earlier who are not liable to recall under RFA 80 because Para 1502.a sub-para (3) or sub-para (5), or Para 1502 sub-para b applies will be liable to recall under RFA 96 at the end of their regular service. The liability will last for six years or until the age of 55, whichever is the sooner.
- b. His Majesty may make an order authorising the recall of members of the RR (RFA 96 s.68) if:-
  - (1) It appears to Him that national danger is imminent or that a great emergency has arisen; or
  - (2) In the event of an actual or apprehended attack on the United Kingdom.
- c. Recall Reserves at any time can elect, irrevocably, to cease being a member of the Second Transitional Class (RFA 96) and become fully subject to the provisions of the RFA 96 including the changes made to the call-out powers in RFA 96 by Section 45 of the Defence Reform Act 2014.

### **1504. Administration of the RR**

- a. The SO1 RES CM will be responsible for administering the RR.
- b. Individuals in the RR may be required to provide information to the SO1 RES CM in accordance with the requirements laid down in the Annual Reporting Certificate issued annually by JPA.

### **1505. Eligibility for Service in the RR**

To be eligible for entry into the RR a Rating or Other Rank must satisfy the following conditions:

- a. Is medically and dentally fit for recall. (Personnel are required to be MFD; however, those in a reduced category may exceptionally be considered SMOSE (SEMC) in consultation with the FTRS Cell).
- b. Female Ratings or Other Ranks leaving the Regular service on or after 1 April 1997 who have not served under the post 1 April 1997 terms may elect irrevocably to be subject to call-out under RFA 96, including the changes made to the call-out powers by Section 45 of the Defence Reform Act 2014; they will also have to apply to enrol in the RFR (NC).

### **1506. Country of Residence or Temporary Residence Abroad**

Temporary or permanent residence overseas does not in itself exempt Ratings and Other Ranks of the RR from their liability for recall, however, such personnel will not normally be amongst the first to be recalled for service.

**1507. Leaving the RR**

- a. **Age for Leaving.** Members of the RR who are liable to recall under RFA 96 will leave the RR no later than the age of 55 years. Those liable to recall under RFA 80 s.30 will, in theory, remain on the list for life. However, in practice it is unlikely that they will be recalled for service after the age of 55.
- b. **Leaving at the End of Liability.** At the end of their period of liability (that is, six years after leaving Regular service or at age 55 if sooner) a Rating/Other Rank liable to recall under RFA 96 will be entitled to leave provided they are not at that time recalled for permanent service.
- c. **Leaving to Join Alternative Service.** If an individual joins, or re-joins, one of the regular armed services, including the armed services of another country, or the volunteer reserves, their recall liability under RFA 96 (and that under RFA 80 s.30) will be exempted for the duration of that service. This does not apply to those joining the Cadet Forces (the Sea Cadet Corps, the Army Cadet Force, the Air Training Corps or the Combined Cadet Force) who will retain their liability for recall as members of the Recall Reserve. The six year period specified in RFA 96 will continue to run in each case.
- d. **Removal for Misconduct.**
  - (1) Any Rating or Other Rank who may so misconduct themselves as to bring discredit on the RR will be liable to be removed from the RR.
  - (2) Ratings/Other Ranks committed to prison by the Civil Power are as a general rule to be removed from the RR as from the date of conviction.

**1508. Rating or Rank to be Held**

A member of the RR recalled to the RN or RM will join in the Rank or Rate they held on discharge from Regular Service.

**1509. Length of Recalled Service**

- a. A Reservist recalled for service under RFA 80 s.30 can be required under that section to serve until the recall order under which they were recalled is revoked. However, that liability is relaxed by this regulation (made under RFA 96 s.73) so that no-one will normally be required to serve beyond the age of 55.
- b. When a Reservist is recalled under RFA 96 s.68, the maximum obligatory duration of continuous service permitted is three years, which can be extended by Order of His Majesty to five years. The same limit applies to the maximum length of obligatory aggregated service, counting the current period of permanent service and any permanent service after call-out or recall in the previous six years.
- c. Successive voluntary extensions of 12 months recalled service are permitted, providing the conditions of RFA 96 s.69 are met.

### **1510. Appointments Whilst on Recalled Service**

A Rating or Other Rank who has been called out and is on permanent service will be placed under the command of such Officers as the Defence Council or an Authorised Officer may direct and may be attached to anybody or unit of His Majesty's Armed Forces. They may also, without their consent, be assigned to any Naval or Marine body or unit by order of the Defence Council or an Authorised Officer (RFA 96 s.20).

### **1511. Length of Recall Liability**

- a. The liability under RFA 80 s.30 is to age 55.
- b. Liability to recall under RFA 96 ends at the age of 55, or six years after leaving the RN or RM. However, an individual's obligatory or extended permanent service after recall may continue beyond then. Recall liability is superseded by the call-out liability resulting from membership of a Reserve Force, but the six years continues to run during that time. Those leaving the RN or RM will thus typically serve three years in the RFR, and then have three years subject to recall.

### **1512. Training**

There is no training requirement under RFA 80 or RFA 96 for those liable to recall.

### **1513. Recall Regulations**

a. When members of the RR are recalled to service, whether on a voluntary or on a compulsory basis, the FTRS Cell will serve on each Reservist a Recall Notice. The issue of a formal Recall Notice is a requirement of both RFA 80 s.35 and RFA 96 s.68; it will be issued to all Reservists whether they are subject to RFA 80 or to RFA 96. The Notice will state:

- (1) The legal provision under which the Reservist is recalled;
- (2) The time at which the Reservist is to report for service; and
- (3) The place at which the Reservist is to report for service. This may be direct to their war or crisis billet (a dormant assignment) or to the Mobilisation Centre, or anywhere else as required. The Notice will also require the Reservist to remain there until informed that they are or are not accepted into service.

b. An individual's liability to report for service on recall is triggered by the serving of a Recall Notice. It will thus be the normal practice for the appropriate authority in the FTRS Cell to issue notices. In special circumstances, however, individuals who could be served with a Recall Notice may instead be invited by other means (e.g. broadcast announcement) to report and, if they do so, they may be accepted into permanent service (see Para 1514). They will not, however, be under any liability to punishment if they fail to respond to such an invitation.

- c. A Recall Notice may be served by delivering it to the person concerned, or by leaving it at or sending it by post to their last known address. If the notice is delivered to that address by 'Royal Mail Signed For' in the UK it is deemed to have been served. Recall Notices will usually be dispatched by the FTRS Cell by 'Signed For' post.
- d. A Recall Notice may be varied or revoked by a further notice in the specified form.

#### **1514. Acceptance into Service**

- a. Section 71(2) of RFA 96 and Section 36 of RFA 80 require an individual who has been recalled and accepted into permanent service to be informed of this fact. It is convenient to inform them at the same time that they are subject to Service Law.
- b. Those individuals reporting to a Centre without a Recall Notice (section 71(5)) will also fall under this regulation (see also Para 1515.a).
- c. A form in the format of JPA Form C018 should be used by the Authorised Officer to inform individuals or groups of their acceptance. The individual is to countersign the form, which should be retained in the individual's FTRS Cell Personnel File. The Authorised Officer is to ensure this occurs.
- d. A written record of the notice is to be retained in the individual's FTRS Cell Personnel File. The Authorised Officer is to ensure this occurs.

#### **1515. Non-Acceptance into Service**

- a. There is no requirement to accept into permanent service everyone who reports in response to a Recall Notice. RFA 96 s. 71(3) and RFA 80 s.30 provide that if an Authorised Officer decides not to accept an individual, they shall inform them of that fact.
- b. The purpose of this is to signal unambiguously that the individual is free to leave the Centre. For the avoidance of doubt, the individual should always be given written notice using a form in the format of JPA Form C019, which should be retained in the individual's FTRS Cell digital Personnel File. The Authorised Officer is to ensure this occurs.
- c. The Authorised Officer is normally to inform the individual why they have not been accepted into service. Possible reasons would be in response to a justified request by the individual, because of failure to meet the required standards or because all suitable vacancies have been filled.

#### **1516. Exemption from Service**

A Reservist who reports for service as a result of a Recall Notice may apply, or may have applied, for exemption from, or deferral or revocation of, recall. A Reservist's employer may also apply, or may have already applied, for the individual to be exempted or for the recall to be deferred or revoked. Procedures in connection with these applications for exemption from Service are set out in JSP 753, Part 2, Chapter 2.

**1517. Reporting for Service without a Recall Notice**

Should a Reservist present themselves for service to an Authorised Officer even though they have not been served with a Recall Notice, they may be accepted into service (RFA 96 s.71(5) and RFA 80 s.36). The appropriate procedures at Para 1514 are to be followed. The Reservist may, however, change their mind at any time before formal acceptance into service.

**1518. Earlier Effective Date of Entry into Service**

- a. By virtue of RFA 96 s.72(3), provision may be made to allow a person to be treated as if they had been accepted into service on a date earlier than that on which they were actually accepted.
- b. The application of this regulation is to be taken into account in calculations made to determine when the person is to be released under RFA 96 s.69.
- c. Any person who has been delayed in presenting themselves for acceptance into service must demonstrate clearly that the delay was through no fault of their own.
- d. When considering reasons for delay due regard must be given to the effects of RFA 96 s.70(7) and 71(5).

**1519. Extension of Recalled Service**

- a. Section 69(3) of the Reserve Forces Act 1996 requires that a written agreement from a Reservist is needed if they consent to an extension of their current period of service.
- b. The agreement will provide for an extension of their service for a period not exceeding 12 months.
- c. The extension will commence either:
  - (1) On the day following that on which they would have been entitled to be released under 69(2) by virtue of their service under the order made under s68; or
  - (2) When their service under the order and any other relevant service, in aggregate, exceeds three years; or
  - (3) On the day following that on which any existing agreement under this section ceases.



**1520. Release from Recalled Service**

a. By virtue of RFA 96 s.72(2), a person who is in permanent service following the issue of a recall order is to be discharged from permanent service with all convenient speed, when either they are no longer required for recalled service or, if not already discharged, when:

- (1) Their current and any relevant service (as defined in RFA 96 s.69(8)), exceed three years (RFA 96 s.69(2) (or five years if an order under s.69(6) is in force) unless they have consented to an extension under s.69(3); or
- (2) An order is made under RFA 96 s. 68(8) revoking the recall order which authorised the individual's recall; or
- (3) It has been determined that the individual is entitled to be discharged from service following an application for exemption under RFA 96 s.79.

b. The entitlement to be discharged "with all convenient speed" means that the necessary administrative procedures are to be carried out with the means, and in a manner, that avoids any unreasonable delay in the discharge procedure which would allow an individual to make a complaint through the normal service procedures.

c. Attention is drawn to RFA 96 s.72(5) which provides that a person will not be released or discharged while they are liable to be proceeded against for an offence under Service Law.

d. On discharge from service a formal demobilisation routine is to be followed. A mobilised Reservist will receive notice of their discharge date through an Assignment Order.

e. When the demobilisation routine has been completed, the Reservist is to be given a Certificate of Discharge which should be retained in the individual's FTRS Cell Personnel File. The Authorised Officer is to ensure this occurs.

**1521. Exemption from, or Relaxation of, Liability for Recall**

a. This regulation is made in exercise of the powers conferred on the Defence Council by RFA 96 s.73. The Registrar of Reserves is authorised to exempt a person from recall liability or to relax the liability of any person to be recalled.

b. Exemption of liability may be granted for the circumstances listed below:

- (1) Those discharged medically, via Medical Employability Board.
- (2) Those dismissed from Service by Court Martial.
- (3) Ratings/OR discharged 'SNLR' (BRd 3(1) Chapter 54 refers).

- (4) Ratings/OR discharged 'SHORE' where the individual is not recommended for further Naval Service (BRd 3(1) Chapter 54 refers).
  - (5) Officers compulsorily withdrawn from training.
  - (6) Officers administratively discharged for Misconduct, Unsuitability Due to Causes within an Officer's Control or incapacity due to causes beyond the Officers control (BRd 3(1) Chapter 54 refers).
  - (7) Officers whose commission has been terminated.
  - (8) Where non-standard early termination is granted on compassionate grounds or due to conscientious objection iaw BRd 3(1) Chapter 54.
  - (9) As a result of restorative measures that restore rank or commission.
  - (10) Employment in occupations which, by their content, characteristics and/or position in the community, affects liability to recall. Those occupations are: appointment to political office and employment by a foreign government. Additionally, where an individual has subsequently become an ordained minister or equivalent for a specific religion or belief.
  - (11) Discharge to join another Armed Force.
  - (12) Where the individual provides notification of medical unfitness for Naval Service.
  - (13) The individual is a female who joined Service before 1 Apr 97 and has not volunteered for Reserve liability.
- c. Relaxation for periods of up to 2 years may be granted for the circumstances listed below. On expiry of any relaxation period, subsequent periods of relaxation, for up to a 2 year duration, may be granted. Where further periods are granted, consideration should be given to whether full exemption is more suitable.
- (1) Notification of temporary medical unfitness for Naval Service.
  - (2) Notification of compassionate circumstances which may resolve in future.
  - (3) As a result of restorative measures that restore rank or commission.
  - (4) Employment in occupations which, by their content, characteristics and/or position in the community, affects liability to recall. Those occupations are: appointment to political office and employment by a foreign government. Additionally, where an individual has subsequently become an ordained minister or equivalent for a specific religion or belief.
  - (5) The individual is resident outside the United Kingdom and its dependencies.

(6) Ratings/OR discharged SHORE where the individual is recommended for further Naval Service (BRd 3(1) Chapter 54 refers).

d. This regulation does not affect the ability of an individual to apply for exemption from recall under RFA 96 s.79.

## CHAPTER 16

### HIGH READINESS RESERVE

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**CHAPTER 16****HIGH READINESS RESERVE****1601. Introduction**

The tri-Service policy for High Readiness Reserves (HRR) is contained in JSP 753 Part 1, Chapter 2:

- a. High Readiness Reservists are members of any Reserve Force who possess specialist skills and who have accepted an increased liability for call-out under Part IV of the Reserve Forces Act 1996. HRR meet the need for skills that are in short supply in the Regular and Reserve Forces. They must volunteer in advance with the consent of their employers and must be accepted as suitable and capable of satisfying an identified requirement.
- b. HRR will accept a commitment to make themselves available for military service at extremely short notice. The commitment will last for up to one year, during which time they may be called-out for up to a maximum of nine months. HRR will be required to agree in writing, with the written consent of their employer (if in qualifying employment - see below), to be legally bound to be called-out, whenever the Secretary of State requires, for service in support of military operations, either at home or overseas. Subsequent commitments for HRR service may be undertaken providing the HRR, their employer and the Service sponsor agree.
- c. A HRR is required to declare any new qualifying employment they take up and, having made a declaration, they cannot be called-out under the HRR Agreement unless and until the new employer has given their consent to the Agreement continuing. Formal written certification by the employer or their authorised representative must be obtained by the HRR within 28 days of entering new qualifying employment otherwise the Agreement will normally be terminated.
- d. To ensure early availability for operations, additional training for HRRs after call-out will be limited to that essential for the role in which they are to be deployed. HRRs will therefore normally be ex-regular Reservists or experienced volunteer Reservists who have the requisite skills for the specific HRR roles and who meet and maintain the medical fitness and age standards which may vary according to role.
- e. All prospective HRR candidates are required to satisfy the FTRS Cell that:
  - (1) They are prepared to undertake such periodic peacetime training, within specific set limits, in addition to any volunteer Reserve obligation they may have, and achieve such standards as their Service Sponsors deem necessary to maintain their military skills;

- (2) They are able to report to their designated Mobilisation point within the specified time. They will be required to notify their Service Sponsor of any change of employer or of any permanent change of address, and will also undertake to advise their parent unit/Service Sponsor of significant absences (for example in cases of overseas business journeys or holidays);
  - (3) Domestic or employment factors will neither jeopardise achievement of training standards nor response to call-out;
  - (4) At the time of application, they are medically fit for service.
- f. The provisions of the Reserve Forces (Safeguard of Employment) Act 1985 and the Reserve and Auxiliary Forces (Protection of Civil Interests) Act 1951 will apply on call-out.
- g. The HRR will be entitled to the normal pay and allowances for peacetime training in addition to a HRR bounty. When called-out, the HRR will be entitled to the same rates of pay and allowances, annual leave etc, applicable to all called-out Reservists.

#### 1602. **Special Agreements for Call-Out - Definitions**

The following definitions reflect those in RFA 96 section 29(4) and 37(1):

- a. **"Authorised Person"**. Means a person authorised by or in accordance with directions of the Defence Council for the purposes of sections 29 and 30 of RFA 96 (and thus for the corresponding purposes of this Chapter of these Regulations); and the Defence Council has directed that the SO1 RES CM (Registrar of Reserves) and any Officer on their staff, any Officer authorised by them and the CO of any Reserve unit shall be authorised persons;
- b. **"Call-Out Notice"**. Means a notice under section 32(1) RFA 96 calling-out for permanent service a person who has entered into a Special Agreement;
- c. **"Service"**. Means permanent service when called-out under Part IV of RFA 96;
- d. **"Qualifying Employment"**. Means employment under a contract of service which normally involves employment for 14 or more hours in a week;
- e. **"New Qualifying Employment"**. Arises when a HRR begins qualifying employment with a person:
  - (1) Who was not already their employer; or
  - (2) Where the hours for which they are employed, by a person who has not previously been required to give consent to their current HRR Agreement, change so as to cause their employment by that person to become qualifying employment.

**1603. Application of Regulations**

The obligations of a HRR are additional to their other obligations as a member of a Reserve Force (RFA 96 section 28(5)). They remain subject to the remainder of these Regulations subject to any special provisions in this Chapter.

**1604. Volunteering to be an HRR**

- a. Any member of the MR may apply to be considered as a HRR. Applications may be withdrawn without penalty at any time before the Special Agreement is signed.
- b. An applicant's suitability to become a HRR is to be assessed by the FTRS Cell taking into account:
  - (1) Their qualifications and ability in the specialist skills concerned;
  - (2) Their standard of general Service training;
  - (3) Their Rank compared to the Rank or rank range specified for the post;
  - (4) Their medical fitness and age;
  - (5) Their ability to meet the training and call-out liabilities of a HRR;
  - (6) Whether their civilian income is so high as to make it uneconomic to call them out as a HRR;
  - (7) Any other relevant factors.
- c. The FTRS Cell will inform the applicant and their CO (if appropriate) of the outcome of their application for HRR status.
- d. If the commission of an Officer, or the engagement or period of service of an Officer, Rating or marine would expire within 12 months of their becoming an HRR, they may be accepted only if they voluntarily apply to extend their period of reserve service or re-engages for a further period of service.
- e. A volunteer who is liable to call-out under RFA 80 rather than RFA 96 (because they are a member of the original transitional class as defined in para 1(2) of Schedule 9 to RFA 96) is acceptable only if they elect to cease to be a transitional member as provided in paragraph 4 of that Schedule (see Chapter 13).

**1605. Special Agreements**

- a. A Reservist becomes a HRR by signing a Special Agreement (see section 28 RFA 96 which makes provision with respect to such agreements). If they are employed, the employer's consent may be required in advance - see Para 1606.

b. RFA 96 section 28(3) requires a Special Agreement to specify a period not exceeding 9 months as the maximum period of permanent service which the individual may need to undertake after being accepted into service under Part IV of RFA 96.

c. Under RFA 96 section 28(3)(b) and (4), a Special Agreement may specify other terms relating to the obligations undertaken by the individual. Accordingly a Special Agreement will specify the time that an individual is to be liable to report for Permanent Service. Other terms will have the effect of varying the application of these Regulations to that individual. Terms may include training obligations and (by virtue of RFA 96 section 31) any event, including the expiry of a prescribed period of less than 12 months, which will terminate the Agreement. Acceptance into permanent service under Part VI of RFA96, or release from permanent service as a HRR, automatically ends the Agreement (RFA 96 section 31).

d. The person must be supplied in advance with a copy of the Agreement that would apply in their case.

#### **1606. Employer's Consent**

a. Before they enter into a Special Agreement, the individual must submit to an authorised person complete details of all their employments (RFA 96 section 29(1)(a)).

b. They must also provide from each employer with whom their employment is "qualifying employment" a statement of consent (RFA 96 section 28(2)).

c. The authorised person is to ensure that the individual is supplied for each such employer with a copy of the draft Agreement.

#### **1607. Making the Special Agreement**

a. The procedure set out below is to be followed. It is important that all the steps are completed on one occasion. It will be necessary for the individual and the authorised person to be at the same place. Any authorised person of the Royal Navy or the Royal Marines may sign the special Agreement whether the individual making the Agreement is a volunteer or ex-Regular Reservist.

b. In accordance with RFA 96 section 29(2) and (3), the authorised person is to review the form required by Para 1605 and any employer's consent under Para 1606 provided to them by the individual.

(1) They are then to sign a certificate if they conclude:

(a) That the individual is not in qualifying employment; or

(b) That the consent of each employer with whom the individual is in qualifying employment has been signified;



(2) If they are unable to reach the conclusion at sub-para (1) sub-para (a) or sub-para (b) above, they are to seek further information, and the Agreement must not be made.

c. Once the certificate mentioned above has been signed, the individual is to sign the Special Agreement, and the authorised person is to sign as a witness. The Agreement takes effect immediately. The original Agreement should be placed on the individual's personal file and a copy of the Agreement should be given to the individual.

#### **1608. Renewing the Agreement**

The individual may, with the Agreement of the FTRS Cell make a fresh Special Agreement at any time, which will supersede any other Special Agreement then in force (RFA 96 section 31(1)).

#### **1609. Entry into New Qualifying Employment**

a. If a person subject to a Special Agreement enters into new qualifying employment, they must declare the fact to an authorised person in writing within 7 days (RFA 96 section 30(1)). Having made such a declaration, the person cannot be called-out or required to train as a HRR unless and until their new employer gives written consent to their HRR commitment. If this is not forthcoming within 28 days of commencement of the new qualifying employment the Agreement will normally be terminated.

b. The authorised person must note the suspension of liability as the result of a declaration, and its resumption as the result of the signification of employer consent. They are to ensure that a note is made on the HRR's personal file.

c. Sub-para a. and sub-para b. above do not apply if, at the time they make the declaration, the person is in permanent service or has been served with a call-out notice (RFA 96 section 30(2)).

#### **1610. Termination of Special Agreements**

a. A Special Agreement will terminate:

(1) 12 months after it was made;

(2) On any earlier date specified in the Agreement;

(3) On the expiry of three months' notice to terminate given by the individual (RFA 96 section 31(1)(b)) using the form held by the FTRS Cell. Should the individual wish to make an application to withdraw a notice to terminate they may do so using the form held by the FTRS Cell;

(4) If the Secretary of State directs that the Agreement be terminated (with or without an application from the individual or their employer) (RFA 96 section 31(1)€ and 31(2));

- (5) If the individual enters into permanent service under Part VI of the Reserve Forces Act 1996 (RFA 96 section 31(1)(d)) or the Reserve Forces Act 1980 or equivalent obligations of an Officer (RFA96 Schedule 9 paragraph 13);
  - (6) If a fresh Special Agreement is made (RFA 96 section 31(1));
  - (7) If the individual is released from a period of permanent service under Part IV of the Reserve Forces Act 1996 (RFA 96 section 31(3));
  - (8) If any other event specified in the Agreement as an event which terminates it occurs (RFA 96 section 31(1)(f)).
- b. Once the Special Agreement is terminated, the individual's obligations under it cease, and they accordingly cannot be accepted into service under Part IV of the Reserve Forces Act 1996 (RFA 96 section 31(4)).
- c. The power to terminate the Agreement will be invoked if the individual is accepted for service as a member of the Regular Services; or if the individual is to undertake a period of Full Time Reserve Service or otherwise as required.

#### **1611. Call-Out**

- a. RFA 96 section 32(1) gives the Secretary of State the power to call-out any person who has entered into a Special Agreement by serving a call-out notice on them. This power of the Secretary of State may be delegated to the Defence Council, any individual Officer or any Officers with a description in the authorisation, and the Defence Council may similarly delegate. (RFA 96 section 35.)
- b. A call-out notice for a HRR should be as prescribed for call-out under Part VI of the Reserve Forces Act 1996, except that it should specify that it is for call-out under Part IV of the Act, and mention the Special Agreement concerned. The Call-out notice may be varied or revoked. See Chapter 14 and the following paragraphs for more detail on Call-Out.

#### **1612. Safeguards under Part VIII of the Reserve Forces Act 1996**

- a. The schemes for payments to the individual and their employer after call-out, and for either to seek exemption from, or deferral of, call-out, made under Part VIII of the Reserve Forces Act 1996 apply to HRR. However, since the individual has volunteered to become a HRR and their employer has agreed to their enhanced call-out liability, applications for exemption etc should be minimal, and would be expected to rest on circumstances which had developed after the Special Agreement was made.
- b. The individual or employer should report any circumstances which would cause them to seek exemption from or deferral of call-out to an authorised Officer as soon as they occur.

**1613. Acceptance into Permanent Service**

The procedure at Chapter 14 applies to HRR, with the following amendments:

- a. An individual served with a call-out notice and who is accepted into service must be informed that they are accepted into service under section 33(1) of the Reserve Forces Act 1996;
- b. An individual who presents themselves to an Authorised Officer but has not been served with a call-out notice and who is accepted into service must be informed that they have been accepted into service by virtue of section 33(5) of the Reserve Forces Act 1996.

**1614. Release from Permanent Service**

a. By virtue of section 34(2) of the Reserve Forces Act 1996 an individual who is in permanent service under Part IV of the Reserve Forces Act 1996 is to be released from permanent service with all convenient speed, and in the manner prescribed, when either their services are no longer required or, if not already released, when:

(1) They have completed the period of service specified in their Special Agreement as the maximum period of permanent service they may be required to undertake; or

(2) It has been determined that the individual is entitled to be released from permanent service following an application for exemption or release under section 78 of the Reserve Forces Act 1996.

b. The “prescribed manner” of release from permanent service is set out in Chapter 14 and JSP 753.

c. Attention is drawn to section 107 of the Reserve Forces Act 1996 which provides that a person may be tried for an alleged offence under Service law after they have been released or discharged. The section provides a time limit in which such actions can be undertaken.

d. Section 34(4) RFA 96 provides that orders or regulations under section 4 of RFA 96 may provide so that a person accepted into service under Part 4 of RFA 96 is treated, for the purposes of calculating when they are entitled to be released by virtue of section 34(3)(a) (expiry of the period specified in section 28(3)(a)) as having been accepted into service on an earlier day than that on which they were actually accepted.

**1615. HRR Bounty**

a. If the special agreement is terminated due to acceptance into permanent service in response to call-out under Part VI of RFA 96 then the bounty will be paid on a proportionate basis as described below.

- b. If the Special Agreement has been in force for more than one month but less than 12 months, except as provided in sub para d, HRR bounty will be payable at a rate of one twelfth of the current rate for each complete month. Any period of seven days or less for which liability is suspended because the individual has entered into a new qualifying employment will not cause a reduction in bounty under this provision; but any period in excess of seven days will count for this purpose as if the special agreement was not in force.
- c. Servicewomen who elect to terminate their HRR agreement because of pregnancy, and those who continue HRR service until no longer able to do so, are to be paid their full HRR Bounty whether or not they elect to terminate their agreement.
- d. If the Special Agreement has been terminated because the individual has failed to comply with their training or other obligations, or the individual has been called-out under any power but they have not been accepted into service because they or their employer have applied for exemption from or deferral of call-out under s78 of RFA 96, no HRR bounty shall be payable.
- e. If the Special Agreement is terminated as a result of an attributable injury or illness the case should be referred, through the relevant single-Service authority.

**1616. Discharge from the MR**

HRR will retain their Volunteer Reserve status. There is no requirement for personnel selected as HRRs to be discharged from the MR. Should the period of the HRR Agreement be longer than the Reservist's current enrolment in the MR, the Reservist must re-engage to ensure membership of the MR runs in tandem to the HRR Agreement.

**1617. Discharge from the RFR**

Members of the RFR who become HRRs will not be discharged from the RFR, but the HRR commitment will take precedence over any RFR liability for call-out/recall. On completion of their HRR service, they will return to their original Reserve status. If membership of the RFR is due to cease during the period of the HRR commitment, the Reservist must extend their service in the RFR until the end of that commitment or any further commitments that they may make.

**1618. Release from HRR Commitment**

There is provision for an individual to be released from their HRR Agreement on expiry of three months' notice to terminate their Agreement. Any request for release from the Agreement is to be addressed to NPT(Res) if a change in their personal circumstances, of the type outlined below, affects their ability to fulfil their HRR obligations:

- a. **Non-Attributable Reduction in Medical Fitness.** If an HRR becomes medically unfit for duty for any period in excess of 1 month their continued commitment will be reviewed by the FTRS Cell. HRRs are to notify their Commanding Officer of any change in their medical fitness, who, in turn will notify the FTRS Cell, who will take any necessary action.

- b. **Pregnancy.** If an HRR becomes pregnant, her continued HRR commitment will be reviewed by the FTRS Cell, following medical advice as to her physical fitness and ability to continue the commitment, and the risk to health in maintaining this commitment.
- c. **Support of Dependent Relatives.** If an HRR has to take responsibility for the support of dependent relatives, including children, they should be relieved of the HRR commitment unless they can demonstrate to the Service sponsor's satisfaction that other suitable arrangements will be put in place in the event of deployment.
- d. **Change in Business Circumstances.** An HRR may request premature termination of their commitment following unforeseen changes in business circumstances, such as promotion to a key post, or change of employer (when a new certificate of Agreement will be required). Such a request is to be submitted to the FTRS Cell through the CO of the HRR's MR Unit.
- e. **Enlistment in the Regular Forces.** Should an HRR be commissioned into, or enter on an engagement with, the Regular Forces, they will relinquish their HRR commitment.
- f. **Special Cases.** Should the HRR consider that they have a special case, an application for release is to be submitted to COMMARRES through the Commanding Officer of the MR Unit.

#### **1619. Termination of an HRR Commitment by the FTRS Cell**

The FTRS Cell may terminate a HRR commitment for the following reasons:

- a. If the operational requirement for HRRs is reduced. The full HRR bounty will be paid; or
- b. If the HRR does not continue to satisfy or does not meet the training requirements. HRR bounty will be paid, in arrears, on a pro-rata basis.

#### **1620. If Called-Out whilst an HRR**

A HRR may only be required to give HRR service once during their period of commitment; they will then revert to their original reserve status. They may, however, volunteer to undertake a new HRR Agreement or to volunteer for a further period of call-out service under their original reserve status.

#### **1621. Service, Advancement and Promotion**

Individuals will be selected in accordance with the operational requirement. They will continue to serve in the same Rank/Rate that they hold in MR. An HRR Agreement alone will not count towards advancement or promotion in the MR, although any MR training undertaken or qualifications gained during the individual's commitment will, if appropriate, be considered.

## **1622. Annual Reports**

- a. RFR HRR when called-out will be subject to the same reporting procedures and timings as Regular personnel. They should be reported on with regard to their potential for further Service; there is no requirement to provide recommendations for promotion.
- b. MR Reservists should have insert slips forwarded to their MR unit so that they can raise promotion reports for individuals using the same procedures as Regular personnel.

## **1623. Call-out and Release from HRR Service**

The time served on called-out HRR service, and any qualifications gained during that service, will count towards seniority, advancement and Long Service Awards in the MR. Once called-out, a HRR will be subject to Service law at all times. When an individual who has been called-out is no longer required they will be released from service with all convenient speed.

## **1624. Security**

All HRRs must hold, as a minimum, a Security Check clearance and should be prepared to undergo any other Security Checks as required by the HRR agreement.

## **1625. Pay**

A Maritime Reserve HRR will be entitled to the normal voluntary Reservist's pay and allowances for each days training. Once called-out, both Maritime Reserve and Royal Fleet Reserve HRR will be entitled to the rates of pay and allowances applicable to called-out Reservists. They will also be entitled to call out gratuity which can be paid for each successive call out providing there is more than 90 days between the individual's release from one period of called-out service and the start of another.

## **1626. Training**

Both a Maritime Reserve and a Royal Fleet Reserve HRR may be required to undertake periods of training in order that they maintain their specialist capability as an HRR in addition to any volunteer reserve obligation they may have. If acceptable military standards are not maintained, consideration will be given to terminating the HRR commitment. An HRR may be required to undergo either pre-deployment or specific training once called-out should operational circumstances justify it. Any such training will form part of the duration of the HRR call-out (maximum length of call-out is 9 months).

## **1627. Annual Leave Entitlement**

An HRR will be entitled to annual leave once called-out; it will be calculated on a pro-rata basis of an equivalent Regular counterpart based on the amount of called-out service actually undertaken. Leave will be granted at the discretion of their CO. If called-out, all personal affairs should have been completed before commencing HRR service; leave will not be granted for this purpose.

## **1628. Resettlement**

There will be no entitlement to a resettlement interview on completion of a HRR commitment or a period of HRR called-out service. Neither will an HRR be entitled to Graduated Resettlement Time.

**1629. Welfare Support**

Should a HRR be called-out, the same Welfare support is available as for regular personnel under the auspices of RNRMW (through regional offices appropriate to an individual's declared NOK address). Contact details for Welfare support are provided in the call-out order.

**1630. Attributable Benefits**

Any Reservist called-out, whether a member of the AFPS (by virtue of previous service in the RN) or not, will be eligible for the appropriate "attributable" benefits if they suffer death or injury which is attributable to, or aggravated by, their service.

**1631. Insurance**

All Reservists called-out are advised to take out the appropriate level of personal accident insurance for the period of their call-out.

**1632. Travel and Expenses**

- a. HRR Maritime Reserves will have their travel to the Mobilisation Centre administered and accounted for by their Maritime Reserve unit.
- b. HRR RFR Reserves will initially be responsible for their own travel costs but once accepted into Service they will be able to claim these costs back on JPA using the appropriate UIN. Type of Claim selected should be 'Change of Assignment'.
- c. If a Maritime Reservist is not accepted into Service, they should claim their return travel cost on JPA using the appropriate UIN. Type of Claim selected should be 'Change of Assignment'.
- d. RFR Reserves who are not accepted into Service will either be given a return Travel Warrant or the specific JPA Form. This should be completed after the journey and returned to the Mobilisation Centre with receipts and details of the individual's bank Account where the money is to be paid. The Mobilisation Centre will then arrange for this to be paid by BACS.
- e. During mobilisation and unless otherwise stated expenses are to be claimed against the appropriate UIN. Type of Claim selected should be 'Change of Assignment'.
- f. On demobilisation Maritime Reservists returning home are to follow the same process as for sub para c. above and RFR Reservists should follow the same process as for sub para d. above.

## CHAPTER 17

### SPONSORED RESERVE SERVICE

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## CHAPTER 17

## SPONSORED RESERVE SERVICE

## SECTION 1 – TACOS FOR SPONSORED RESERVISTS

**1701. Introduction**

The Tri-Service policy governing Sponsored Reserves (SRs) is contained in JSP 567 Volume 1:

- a. The Sponsored Reserve concept enables a contract for services to be let on condition that a stated element of the contractor's workforce is made up of employees who have accepted a liability, in accordance with RFA 96 Part V, to be called out to continue their support task under operational circumstances. Personnel with such a liability will be known as Sponsored Reservists (SRs) and, in the Naval Service, will serve on the Sponsored Reserve List of the Royal Naval Reserve (RNR). RFA 96 Part V also permits Crown servants and the self-employed to become SRs. The concept will be used in particular cases where it is likely to prove cost-effective and operationally acceptable.
- b. SRs will be required to undertake basic Naval or military training. When SRs are training, or if they are formally called out, they will be subject to the Armed Forces Act 2006 (AFA 06) and all that pertains to a military chain of command; in such circumstances they will normally wear RN uniform, although this need not be a requirement when training is undertaken at the civilian workplace.
- c. There is no intention to create a specific Sponsored Reserve List of the RMR. Any SRs required to support Royal Marines Commands in an RMR capacity will be placed on the Sponsored Reserve List of the RNR.
- d. All Sponsored Reserves are to hold a minimum Defence Vetting Agency clearance of Security Check (SC).

**1702. Definition of Terms Used**

In Regulations specifically applicable to SRs the following definitions will apply:

- a. **Sponsored Reservist.** A Sponsored Reservist (SR) is a person who is a special member of a reserve force by virtue of RFA 96 s.39(7) or s.39(8)(a);
- b. **Employer.** An employer is the person whose consent is required under RFA 96 s.39(2), to a person entering into an employee agreement;
- c. **Authorised Persons.** SO1 RES CM (the Registrar of Reserves) is empowered to nominate persons as "authorised persons" for the purposes of RFA 96 s.39(3) and (4). Such persons may also witness the signing of employee agreements.
- d. "Permanent service" is service in the Armed Forces between acceptance into service following call-out and release from that service;

- e. An "ordinary member" of a reserve force is a member of a reserve force who is not a SR or who is not a member of a reserve force for the purpose of becoming a SR;
- f. The "Operational Tasking Authority (OTA)" is the designated Service focal point for operational matters pertaining to each SR contract;
- g. The "SO1 RES CM (Registrar of Reserves)" is the officer responsible for the overall management of the Sponsored Reserves scheme;
- h. The "FTRS Cell" is the body responsible to the Registrar of Reserves for the administration of SR contracts, agreements and call outs.

### **1703. General Regulations for the Sponsored Reserve List of the RNR**

- a. For the purposes of becoming an SR to support the Naval Service, the Reserve Force specified in an employee agreement under Part 5 of RFA 96 shall be the Royal Naval Reserve. SRs will join the Sponsored Reserve List of the RNR (Chapter 1, Para 0109<sup>1</sup>). The age and medical standards applicable for Naval Service may be relaxed at the discretion of SO1 RES CM following consultation by the OTA.
- b. An SR will not be permitted to undertake full or part-time Reserve Service in accordance with RFA 96 except where specific arrangements for them to do so have been made with their employer in support of their SR role.
- c. As permitted by RFA 96 s.38(3)(a), a person may engage, or enlist in, or become an Officer of, or transfer to, a Reserve Force for the sole purpose of becoming an SR. Having done so, and prior to becoming an SR, they may not be called out for permanent service under any section of the Act and may not be required to undertake training. They may, if they consents, undertake training provided it is relevant to their future SR liabilities. The provisions of Para 1710 also apply to this training.
- d. A person who joins the RNR for the sole purpose of becoming an SR shall be appointed to or engaged in the SR List of the RNR in accordance with the laid down procedures. Such appointments/engagements need not be for a specific duration, but will be terminated when the individual's civilian employment, for which there is a concomitant reserve liability, comes to an end. Appointments/engagements will also be terminated in the event that an individual fails to meet the criteria (such as age, medical fitness etc) prescribed in the Employee Agreement.
- e. Ordinary members of the RNR who elect to become an SR shall be transferred to the SR List of the RNR. The duration of the transfer need not be specified, but service on the SR List will be terminated on the same grounds as described above.

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<sup>1</sup> SRs cannot be on two Lists of the RNR at the same time.

**1704. Employer Involvement**

- a. In compliance with RFA 96 s.39(2), the consent of an employer to an employee entering into an Employee Agreement shall be signified by the completion and signature of a certificate by a personnel, or line management, representative of the employer.
- b. An employer is to be informed when an employee is engaged or enlisted in, transfers to, or becomes an Officer of, the SR List of the RNR. Where the person becoming an SR is self-employed, the person to whom they are under contract to provide services which involve their being an SR is to be informed.
- c. To assist employers in meeting their contractual obligations to maintain the required SR element in their workforce, the OTA is to liaise closely with the employer and alert them to potential problems which, if not resolved, will affect an individual's continuing service as an SR.

**1705. Employee Agreements**

- a. The appropriate contracts staff must make the FTRS Cell aware of any arrangement that is being negotiated with industry which might involve SRs, including the identity of the OTA. The FTRS Cell must also be consulted regarding any training requirements, duties etc. which need to be built into the arrangement and reflected in the appropriate Employee Agreement. The approval of the FTRS Cell must be sought if any changes to the usual RNR entry requirements are needed (e.g. a lowering of medical standards or a lifting of the maximum age rule which may be permitted as a result of the operational role of the SR).
- b. Employee agreements made under the provision of RFA 96 s.39 must:
  - (1) If the employee is not already a member of the RNR, specify the date by which they must engage or enlist in, be commissioned into or transfer to that force;
  - (2) Specify any variations to terms and conditions of service agreed including pay categories for training, permanent service and other;
  - (3) Be signed by the employee in the presence of an authorised person;
  - (4) Contain reference to the arrangement entered into by the employer and Secretary of State, as referred to in RFA 96 s.39(1);
  - (5) Contain a statement that the agreement is made voluntarily, and that the employee understands what their liabilities and terms and conditions of service as an SR will be;

- (6) Contain a statement, signed by the "authorised person" that they believes the employee understands what their liabilities and terms and conditions of service as an SR will be and that they are satisfied that the relevant employer's consent has been given in accordance with RFA 96 s.39(2) and (3);
  - (7) State that the certificate of employer's consent is completed;
  - (8) Be accompanied by a birth certificate, passport or some other authoritative document providing evidence as to the identity, age and nationality of the employee;
  - (9) State to whom notice to cease their liabilities in accordance with RFA 96 s.41(1)(c)(ii) is to be given, and the period of notice required in accordance with Para 1722 sub para c;
  - (10) Be made in duplicate, one copy being retained by the employee and the other lodged with their service records; and
  - (11) Be copied to the employer, or in the case of a self-employed person, the person to whom they are under contract to provide services which involve their being a SR.
- c. The relevant employer is to be informed if an employee agreement that was due to be signed is not signed, or if an employee having signed an agreement fails to become a member of the RNR by the date specified. Where a person is self-employed, the person to whom they are under contract to provide services which involve their being a SR is to be informed.

#### **1706. Terms and Conditions of Service**

The contents of an individual's employee agreement will form part of their terms and conditions of service as an SR. Certain terms and conditions of service applicable on becoming a member of the Sponsored Reserve List of the RNR may be varied between individual SRs or groups of SRs in the same force. Such variations must be recorded in employee agreements and, if it materially affects them, agreed with employers. Variations may affect the following:

- a. Training obligations - see Para 1708 and RFA 96 s.40(1)(b);
- b. Additional duties on which a Reservist may be routinely employed which are not usually incidental to a service environment;
- c. Geographical limitations on training or permanent service - see RFA 96 s.40(3);
- d. The duration of an SR's engagement - see RFA 96 s.41(1)(a);
- e. Events leading to the cessation of an SR's liabilities - see RFA 96 s.41(1)(e);

- f. The length of notice that may be given to end an SR's liabilities - see RFA 96 s.41(2)(a) and Para 1722;
- g. The maximum duration of unbroken permanent service provided for in RFA 96 s.45(3)(a);
- h. The minimum period between successive call-outs;
- i. Arrangements for pay and allowances; and
- j. Other terms relating to the obligations undertaken by the Reservist or to their reserve service provided for in RFA 96 s.39(6)(c).

#### **1707. Rank/Rate in the Sponsored Reserve List of the RNR**

- a. When an employee becomes an SR, the rank or rate given to them on entering service must take account of their position of authority in their civilian employment. Their rank or rate, however, need not be made substantive until they have satisfactorily completed any necessary training.
- b. The OTA will determine whether an SR has completed any training to a satisfactory standard, liaising with the appropriate training establishment and the FTRS Cell as required. Where difficulties in meeting the required standard are encountered, the OTA will contact the SR's employer at an early stage to inform them of the nature of the problem and to agree remedial action where appropriate. Where an SR is unable, for whatever reason, to rectify performance shortfalls within an agreed period, they will normally be required to relinquish their SR status. Should this occur, the OTA will liaise with the SR's employer at the earliest opportunity. If the Reservist is self-employed, the OTA should first liaise with the prime contractor. All requests for premature termination by the Ministry of Defence of SR service should be forwarded by the OTA to the FTRS Cell for final approval.
- c. The provisions of sub-para a above apply equally to those who are already an ordinary member of the RNR when they become SRs, or to those with previous service that might otherwise be taken into consideration. There is no entitlement to retain a previous Rank or Rate when becoming an SR.

#### **1708. Training and Duties**

- a. An SR's training obligation will be established in accordance with RFA 96 s.40(1)(b) by specifying the obligation in their employee agreement. The release of SR employees to undertake some or all of this training during normal civilian working hours may be negotiated with contractors when formulating the support contract.
- b. The amount and type of training required will vary depending on the duties which the SR is required to carry out during permanent service.
- c. Annual continuation training of some description is likely to be required.

d. The consent of their employer must be obtained in writing by the OTA before an SR who is not in permanent service is given any training that would require their absence from their place of civilian work when they would otherwise be required to be there.

e. An SR may undertake voluntary training or duties if offered in accordance with RFA 96 s.27. The consent of their employer must be obtained in writing by the OTA before the proposed duty or series of duties start unless they are to be carried out wholly in the Reservist's free time.

#### 1709. Pay and Allowances

a. Pay and allowances for training, permanent service or other duties may be paid to an SR by the Ministry of Defence, by their civilian employer or, if they are self-employed, by the person to whom they are under contract to provide services which involves their being an SR.

b. Pay and allowances paid by MOD will be at the rate appropriate to the SR's rank or rate; personnel will be paid RNR training rates of pay and appropriate allowances for training, whilst permanent service will attract full RN rates of pay and allowances. Unless stated otherwise in Employee Agreements, rates for pay and allowances paid by employers or contractors will be a matter for them.

c. Training, permanent service or other duties are to be classified as Category 1, 2 or 3 depending on the authority responsible for providing pay and allowances. The categories are defined as follows:

(1) **Category 1.** Training, permanent service or other duties for which payment is made and allowances paid by the Ministry of Defence;

(2) **Category 2.** Training, permanent service or other duties for which payment is made and allowances paid by the civilian employer or contractor; and

(3) **Category 3.** Training or duties for which the individual volunteers on the understanding that they have no entitlement to pay or allowances.

d. Any duty performed could be in any category as defined above depending on what has been negotiated in the arrangement between an employer and the Secretary of State. Negotiations may be guided by factors such as whether the duty is performed wholly during the employer's time and the nature of the duty and, in the case of pay and allowances for permanent service, whether the SR will remain in the employment of their civilian employer whilst in permanent service. The category into which permanent service and any compulsory training or duty will fall is always to be recorded in Employee Agreements.

e. Any additional training or duties conducted in accordance with RFA 96 s.25 will normally be regarded as Category 1. Voluntary activities conducted under RFA 96 s.27 will normally be regarded as Category 1 or 3.

f. SRs will be entitled to receive an Operational Training Supplement/Training Milestone Payment based on the full training bounty according to the number of years unbroken volunteer reserve service they have completed, with the actual rate varying between 50 per cent and 100 per cent of the current training bounty rates in direct proportion to their training commitment. SRs will automatically receive half the training bounty irrespective of training requirements plus a proportion calculated as follows:

$$\frac{\text{Full annual bounty rate} \times N}{54}$$

Where "N" is the number of annual training days required and completed up to a maximum of 27.

g. Authorisation of pay and allowances (where these are a Ministry of Defence liability) and bounty shall be made by the OTA in consultation with the appropriate Top Level Budget Holder and the FTRS Cell as required.

h. Entitlements arising from disablement or death attributable to service duty that are applicable to ordinary members of a reserve force will apply equally to SRs.

#### **1710. Pension Eligibility**

a. When determining eligibility to an occupational pension under the Armed Forces Pension Scheme (AFPS), an SR who is paid by the MOD for their permanent service will be treated like any other Reservist.

b. It should be noted that service undertaken by a Reservist whose civilian pension contributions continue whilst they are called out, will not qualify for AFPS pension purposes.

c. In the case of an SR whose pay remains a matter for their civilian employer whilst they are on permanent service, the MOD will have no occupational pension liabilities even if the individual is not a member of their employer's occupational pension scheme.

#### **1711. Award and Recovery of Financial Penalties**

a. Where an SR is entitled to receive pay from the MOD, the award and recovery of financial penalties will be in accordance with the Armed Forces Act 2006 (AFA 06).

b. Where an SR is not entitled to pay from the MOD, recovery may be effected by the following means:

- (1) An offender will normally be expected to pay the penalty in full by cash or cheque within 14 days of the award being given;



(2) If the award cannot be repaid in a single payment, the individual may be allowed to pay in instalments at a rate decided by the person or court imposing it, subject to any maximum period applicable to ordinary members of the RNR;

(3) Exceptionally, it may be appropriate for recovery of payment to be made direct from the offender's pay from their civilian employer.

c. For the purpose of calculating financial penalties for an SR not paid by the MOD, the individual's pay shall be deemed to be that which would have been in issue if they were an ordinary member of the RNR, taking account of their Rank/Rate and seniority.

d. To allow for the option in sub-para c. above, it is essential that arrangements between employers and the Secretary of State to provide Sponsored Reserve services contain a clause requiring the employer to recover financial penalties from an individual's pay. Similarly, the Employee Agreement must record the individual's acceptance of this method of recovery.

#### **1712. Attachment of Earnings Orders**

SRs in receipt of pay from their civilian employer rather than the MOD are not exempted from Attachment of Earnings Orders made against such pay. Responsibility for making appropriate deductions rests with the civilian employer.

#### **1713. Promotion/Advancement**

a. The promotion or advancement of an SR should normally take account of their position of authority in their civilian employment.

b. When promotion or advancement of an SR is considered necessary as a result of organisational changes made by the employer, the employer will liaise with the OTA who will forward recommendations in writing to the FTRS Cell for approval. There may also be occasions when SR promotion or advancement is desirable for purely Service organisational reasons. In such cases the OTA will liaise with the employer to ascertain whether there are any company plans which might influence the selection of personnel for promotion or advancement and advise the FTRS Cell accordingly.



**SECTION 2 - CALL-OUT FOR PERMANENT SERVICE****1714. Call-Out of Sponsored Reservists**

- a. To facilitate changes in contractual obligations resulting from call-out and to promote effective short and long term SR resource support, employers are to be given as much notice as possible of the Secretary of State's intention to call SRs into permanent service. If time permits, a consensus should be reached with the employer on call-out requirements and the rotation of personnel. Where the employer or employers are under contract to a prime contractor to provide SRs, notice should be given through the prime contractor.
- b. The notice referred to above is to be provided by the OTA, keeping the FTRS Cell informed.
- c. An SR may not be called out for permanent service before the date specified in their employee agreement as the date by which they must become a member of the Reserve Force nominated unless they and their employer give their written consent.
- d. Once called out, an SR will serve for a maximum of 9 months. They may, however, extend their service for further periods of up to 9 months. Unlike call-out for permanent service under RFA 96 s.52, s.54, and s.56, there is no maximum limit of aggregated service.
- e. See Chapter 14 and the following paragraphs for more detail on Call-Out.

**1715. Acceptance into Permanent Service**

- a. Arrangements for accepting SRs into permanent service may vary depending on the circumstances of the call-out and the terms of the arrangement between the MOD and the employer. Whenever possible, SRs should be accepted into service at their place of work in order that the continuity of their support work is not adversely affected. This would normally be done by the OTA in consultation with the FTRS Cell.
- b. In accepting an SR into permanent service, reference is to be made to the arrangement between the Secretary of State and their employer which contemplated their call-out. In the case of a Reservist who is self-employed, the arrangement to be referred to is that between the Secretary of State and the person to whom the Reservist is under contract to provide services which involve their being a SR.
- c. Subject to any other period specified in employee agreements or voluntary extensions of service, the minimum period between an SR's release from permanent service and any subsequent permanent service should normally be the shorter of the period of permanent service just completed or 90 days unless both the Reservist and their employer agree to less.

#### **1716. Exemption/Financial Assistance**

- a. In accordance with RFA 96 s.79, an SR has the right to seek exemption from, or deferral of, call-out. In considering such requests, however, the MOD will take account of the fact that call-out is deemed to be a recognised and accepted condition of their civilian employment as well as their reserve service.
- b. Under RFA 96 s.85, an SR may be eligible for financial assistance if their military salary is less than that their civilian pay. This shall apply only when the MOD are the responsible authority for paying the SR during permanent service.
- c. Full details of both these safeguards are in JSP 532.

#### **1717. Service Leave**

If any service leave is granted to an SR as a result of their permanent service, provision is to be made for that leave to be taken prior to their release from service. Subject to the written permission of the OTA, an SR's civilian employment may be resumed during leave pending release from permanent service.

#### **1718. Duties when in Permanent Service**

- a. An SR in permanent service under RFA 96 s.43 and 44 will normally be employed on duties for which they was called out. In addition, they may be required to undertake any duties which may reasonably be regarded as incidental to a service environment and any other duties listed in their employee agreement.
- b. In an emergency, SRs may be required to undertake any duty that might assist in protecting life or safeguarding the success of an operation which they are supporting. Such duties will be ordered by the SR's military superior.

#### **1719. Extension of Permanent Service**

To extend an SR's permanent service in accordance with RFA 96 s.45(6) the following steps must be followed:

- a. Before an SR is approached to determine if they are willing to extend their permanent service, their employer should be consulted, and agreement in principle sought to approaches being made. Where an employer is under contract to a prime contractor to provide SRs, this consultation should be through the prime contractor.
- b. An SR who agrees to extend their permanent service is to signify their consent in the form provided by the FTRS Cell.
- c. RFA 96 s.45(6) requires that in addition to an employee's consent to an extension, their employer must agree to it in writing. An employer's consent should be obtained by their signature of the form provided by the FTRS Cell.
- d. The OTA will contact the SR's employer, or the person to whom the SR is under contract to provide the services which involve them being an SR, regarding possible extension of permanent service. At the same time, the OTA will also inform the appropriate Contracts Branch in case contractual action has to be taken.

**1720. Release from Permanent Service**

- a. When the continuation of the task for which they were called out is either no longer required or no longer possible, and no alternative arrangements have been made and agreed in writing with the employer, SRs are to be released from permanent service as soon as is reasonably practicable. Where an employer is under contract to provide SRs, any "alternative arrangements" should be made through the prime contractor.
- b. A minimum of 14 days' notice or a longer period as may be agreed in writing, should normally be given to an employer of the date MOD intends to release an SR from permanent service. All or part of this period may be taken up with leave.
- c. The OTA will be responsible for notifying the employer of the intended date that a SR will be released from permanent service.

**1721. Wearing of Uniform**

When there is a requirement to wear uniform over and above the normal Sponsored Reserve issued uniform, details of this should be provided by the respective Theatre Commander and drawn from Naval Stores on call-out.

### **SECTION 3 - TERMINATION OF SPONSORED RESERVE SERVICE**

#### **1722. Notice to End Sponsored Reserve Liability for Call-Out and Training**

- a. Notice given by a SR in accordance with RFA 96 s.41(1)(c) to end liability to be called out and to fulfil training obligations must be in writing and may be sent or given to the person or persons specified for this purpose in their employee agreement. Such a notice must state that the SR has informed their employer of their intention or, if they are self-employed, informed the person to whom they are under contract to provide services which involves them being a SR. In accordance with RFA 96 s.41(4), notice may not be given by a SR in permanent service. Any notice given will cease to have effect if the SR is accepted into permanent service before the notice period expires.
- b. On receipt of such notice as described above, the OTA will ascertain that the SR has considered the effect that the expiry of the notice will have on their civilian employment and having done so, confirm that the employer is aware that notice has been given. The OTA will also keep the FTRS Cell informed.
- c. The period of notice is to be specified in employee agreements and shall not exceed three calendar months.
- d. Notice of the Secretary of State's intention to terminate a SR's call-out and training liabilities referred to in RFA 96 s.41(1)(d) may be up to a maximum of 3 calendar months, but should not normally be less than one calendar month and may be given in the name of the Secretary of State by the OTA, keeping the FTRS Cell informed. Notices are to be copied to the Reservist's employer or, in the case of the self-employed, to the person to whom the Reservist is under contract to provide services which involve their being an SR.

#### **1723. Ceasing to be a Sponsored Reserve**

- a. The duties and obligations of a SR during the period between the cessation of their liabilities to train and be called out under RFA 96 s.41 and ceasing to be a SR shall be only those necessary to affect their discharge unless they enter into a new employee agreement.
- b. The employer is to be informed by the OTA of any duties of a SR associated with their discharge which will affect their civilian work.
- c. When a SR is discharged from a reserve force or ceases to be a SR, their employer is to be informed in writing by the OTA. If the Reservist is self-employed, the person to whom they are under contract to provide services which involved them being an SR is to be so informed by the OTA.
- d. A SR should follow the same discharge routine as for ordinary members of the RNR with regard to the return of uniform etc, prior to their discharge as a SR. This regulation reflects the requirement of RFA 96 s.16(4)(b).

**1724. Relinquishing Officer Status**

- a. An Officer, who is an SR, will be required to resign their commission when their SR call-out and training liabilities cease unless they apply and is accepted, for service as an Officer as an ordinary member of the RNR, or unless their reserve service is to continue as an Officer by virtue of a former reserve liability.
- b. When a SR's commission ceases, their employer is to be informed in writing by the OTA. If the Reservist is self-employed, the person to whom they are under contract to provide services which involved them being an SR is to be informed by the OTA.

**1725. Continuing Membership of the RNR**

- a. An SR cannot be on two Lists of the RNR at the same time.<sup>2</sup> An SR may request to continue their membership of the RNR after their SR liabilities for call-out and training are due to cease, but they may not do so if those liabilities are due to cease as a result of them giving notice. Any such request should be made to the FTRS Cell.
- b. The discharge of a SR from the RNR may be delayed pending the consideration of a request made under sub-para a. above.
- c. A Reservist's previous service and training, including that as a SR, may be taken into account when the Rank/Rate and seniority in which they are to continue in the RNR following an application under sub-para a. above is determined. This Rank/Rate may be below that in which they were serving as an SR.

**1726. Resumption of Previous Service in a Reserve Force**

- a. An Officer who was an ordinary member of a reserve force immediately before becoming a SR shall resume their service as an ordinary member when their liabilities as an SR cease in accordance with RFA 96 s.41. For Ratings, this is catered for under the provisions of RFA 96 s.42(3).
- b. When an SR is required to resume their previous service by sub-para a. above, or RFA 96 s.42(3), the following will apply:
  - (1) The date their service resumes shall be the day following the day on which their liabilities as a SR cease;
  - (2) The time they spent as a SR shall count as time spent in their previous service for the purpose of entitlement to pay for further service, promotion, training bounty, discharge or resignation and shall not break continuity of service required by the Royal Warrants for reserve forces awards. The provisions of Para 1711 will also apply;

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<sup>2</sup> Royal Fleet Auxiliary are considered Sponsored Reserves (SR) and therefore cannot be members of the RNR Lists 1-5 at the same time.

(3) The terms and conditions of service applying to them on the date their service resumes shall be those which would have applied to them had they remained in their previous service and had not become a SR;

(4) The rank or rate in which their service is resumed shall be not less than that which they held immediately before becoming a SR.

c. For SRs who were ordinary members of a reserve force other than the RNR prior to their SR service, the FTRS Cell will notify the appropriate reserve authority when an individual's SR service ceases in order that the individual can be transferred back to their original force.

**1727. Transitional Member**

A Reservist who was a member of the transitional class as defined in RFA 96 s.129 and Part I of Schedule 9 immediately before becoming a SR and who resumes their former service in accordance with RFA 96 s.42(3) because their former term of service had not expired, shall, by request and as permitted by RFA 96 s.62, be exempt from call-out under s.56, and, if they were not liable for call-out under RFA 80 s.11 as a transitional member, s.54 for the period until that term of service expires.

## CHAPTER 18

### FULL TIME RESERVE SERVICE

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**Note.** *FTRS Terms and Conditions of Service have been transferred to BRd 3(1).*

**CHAPTER 18****FULL TIME RESERVE SERVICE****SECTION 1 - SCOPE****1801. General**

Under RFA 96 s.24, Full Time Reserve Service (FTRS) is a period of full time service undertaken by a member of the Reserve Force, for a specific role and period of time. This is formalised by means of an FTRS commitment which will state the period of the engagement, normally between three months and three years. Throughout the duration of their FTRS commitment, a Reservist has a continuous liability for duty. Personnel remain members of the Reserve Force throughout their FTRS service.

**1802. Offers and Issue of FTRS Commitments**

The following points apply to the offer and issue of commitments for all FTRS positions:

- a. Only Authorised Officers in the FTRS Cell have the authority to offer FTRS Commitments (including extensions or further periods of FTRS), on either a provisional or confirmed basis.
- b. It is essential that a Reservist applying for an FTRS assignment acknowledges that no offer of an FTRS assignment/commitment (including extensions or further periods of FTRS), prior to the completed commitment form being signed by both parties carry a warning that they do not constitute official offers of a FTRS Commitment.
- c. An application may be withdrawn without penalty by the Reservist or the FTRS Cell at any time before they sign the commitment.
- d. Officers, ratings and other ranks whose Reserve Force commissions/engagements or enlistments are due to end before the completion of the proposed FTRS will not be entitled to be discharged from their Reserve Force before the end of their period of FTRS. Reservists undertaking FTRS are to extend their service, re-engage or re-enlist in their Reserve Force to ensure that they remain members of it for the full period of their FTRS Commitment.

**1803. Eligibility of Personnel**

Application to volunteer to undertake FTRS may be made by any officer, rating or other rank in the Royal Fleet Reserve (RFR), Royal Naval Reserve (RNR) or Royal Marines Reserve (RMR) within the age range, rank and category authorised by the FTRS Cell providing that the applicant:

- a. Can satisfy the FTRS Cell that they are prepared to undertake a set period of service as stipulated in a written commitment and hold reserve liability in the RFR or is a member of the MR.



- b. Holds the minimum required rank/rate (or is prepared to serve at a lower rank/rate). Where an individual accepts an offer to serve at a lower rank/rate, they will be paid and be required to wear the uniform of the lower rank/rate.
- c. Is on the Trained Strength (TS)<sup>1</sup> and has completed the necessary professional training to undertake the specified duties.
- d. Meets the medical eligibility stipulations iaw BRd 3(1) Chapter 102 for Service in the commitment for which they apply. Approval may be granted through the weekly Pre-Entry Medical Employability Board (PMEB).
- e. Personnel who are classed as 'Transitional Members' under RFA 96 (i.e. still subject to RFA 80) are not eligible to undertake FTRS until they have elected irrevocably to cease to be a Transitional Member provided for under RFA 96. Additionally, second class transitional members who make an election under RFA 96 (as amended by DRA 14) will not be eligible. If they subsequently proceed with a commitment, it will be necessary for them to complete and sign the appropriate form, which will be sent to them.

#### **1804. Effect on Reserve Status**

- a. RFR Reservists undertaking FTRS will retain their reserve status. Officers will not be discharged from the Emergency or Retired Lists; nor will Ratings or Other Ranks be discharged from the RFR.
- b. RNR/RMR Reservists undertaking FTRS will retain their volunteer Reserve status; they will not be discharged from the RNR/RMR. They will be permitted to undertake Reserve training during off-duty hours, leave periods and at other times with the agreement of their line manager, this will attract no further pay, nor will it count for bounty qualification purposes, but it may count towards the individual's Certificate of Efficiency.
- c. Reservists undertaking FTRS will not be eligible to become High Readiness Reservists.

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<sup>1</sup> CPQ S/Lt for Lt and AB2 for AB1.

## SECTION 2 – FTRS COMMITMENTS

### 1805. Terms of the Commitment

The Commitment will:

- a. Define the start date and length of FTRS that is to be undertaken (other than in exceptional circumstances, this will be a minimum of 3 months and will not normally exceed 3 years).
- b. Specify, in broad terms, the duties the Reservist will be expected to undertake, and the location of the post to which the Reserve will be assigned.
- c. Specify that the Reservist will be expected to serve worldwide with the same deployment liability as a Regular. This may require service in operational areas or war zones, should the duties being undertaken so require. (This applies to FTRS (FC) only).
- d. Contain details of any specialised training that the Reservist has to undergo either before taking up duties or during their period of FTRS.
- e. Refer the Reservist to these regulations and BRd 3(1) for full FTRS Terms and Conditions of Service.

### 1806. Types of Commitment

The types of Commitment under which a member of the Reserve Forces may undertake a period of FTRS are delineated by the duties and Separated Service /deployment requirements for the post. In this context, Separated Service is defined as overnight absence away from normal place of permanent duty where the requirement for overnight absence is for Service reasons. Reservists serving on FTRS have a continuous 24/7/365 liability for duty if required. Commitment Types are:

- a. **Full Commitment.** Minimum medical standard, Medically Limited Deployable (MLD). Routinely to be used to either:
  - (1) Fill vacant Regular posts for a defined term or
  - (2) Where the terms of reference for the post require more than 35 days of Separated Service (in the UK or overseas) per year, for service reasons.

In both cases, the Reservist may undertake the same range of duties and worldwide deployment liability as a Regular SP. Periods of Separated Service are to be 'Move and Track' recorded on JPA. There are no limits on Voluntary Separated Service, associated with the role. Within the role, the Reservist may deploy to an operational theatre or attend exercises or training without the need for mobilisation. The Employing organisation will assess the nature, location and threat level of the task to determine the most appropriate mechanism of employment (mobilisation or under the existing FTRS (FC) commitment). Consideration must be given to ensure the Reservist is provided with the same protections and benefits as Regular personnel and they should not be disadvantaged by the selection.

The liability of a Reservist to be mobilised and called into permanent service as per RFA 96 remains. In addition, FTRS (FC) Reservists are liable for short-notice trawls to augment Defence Activity (for example, augmentation, exercises and operational tours not related to their primary role). A declaration acknowledging this must be included in an individual commitment, signed by the Reservist.

b. **Limited Commitment.** Minimum medical standard, Medically Limited Deployable (MLD). Fulfilling a full range of duties in one assigned location, but with a limited liability for role related compulsory Separated Service in the UK or overseas (including operational theatres) for up to 35 days in any one year with no single period of Separated Service lasting in excess of 21 days. Exceptionally, an extended maximum continuous Separated Service of 28 days can be awarded but must be clearly listed in the job specification and made known to the individual applying during the selection process. Additional continuous Separated Service must also be included in the Commitment. Reservists on FTRS (LC) will also have a liability for compulsory Separated Service to complete mandated training courses necessary for the post which does not contribute to the 35 days. Periods of Separated Service are to be 'Move and Track' recorded on JPA. There are no limits to Voluntary Separated Service associated with the role. The Reservist may be mobilised but must not routinely respond to (and cannot be directed to) undertake a trawl task.

c. **Home Commitment.** Minimum medical standard, Medically Non-deployable (MND). Fulfilling a limited range of duties in one assigned location, with no liability for compulsory Separated Service in the UK or overseas, with the exception of mandated training courses necessary for the current post. There are no limits on Voluntary Separated Service associated with the role. Periods of Voluntary Separated Service are to be 'Move and Track' recorded on JPA. The Reservist maybe mobilised and called into Permanent Service and must be mobilised for deployment in an operational theatre but cannot respond to or be directed to undertake a trawl task.

#### **1807. Changes to a Commitment**

An FTRS Commitment may be varied at any time with the consent of the individual concerned. Should the Reservist not consent to the variation of the FTRS Commitment, the terms and conditions of the signed FTRS commitment remain unaffected. Variations are to be mutually agreed between the Reservist and the FTRS Cell and signed by both parties.

#### **1808. Medical Fitness**

Reservists must be medically fit for the FTRS role they are undertaking iaw BR1750A and paragraph 1806 above. It is the responsibility of the Reservist to inform their Employer of any change to their medical fitness that could affect their ability to undertake their FTRS roles and responsibilities. When required a Reservist is to ensure the Service has the authorisation to access their civilian medical records if needed to make a medical assessment for fitness for role. If a Reservist refuses to allow a service medical practitioner access to civilian medical records or refuses to attend a service medical appointment to ascertain medical fitness, the FTRS Commitment will be terminated.

**1809. Early Termination**

The FTRS Cell may at any time may revoke, in writing, an FTRS commitment before the beginning of the specified period of full-time service, whether at the request of the individual or not, in accordance with s.24(5)(b) RFA 96.

- a. FTRS(FC) personnel who wish to terminate their service before the expiry of the term of their FTRS commitment will be required to give a minimum of six months' notice unless the reasons are sufficient to warrant compassionate discharge in accordance with regulations for Regular Service personnel. This is to be submitted on a Voluntary Release Form available from the FTRS Cell. Personnel who are serving on a commitment of less than six months, or who have less than six months of their commitment still to serve, will not be able to terminate their service early except on exceptional grounds.
- b. FTRS(LC) personnel who wish to terminate their service before the expiry of their commitment term will be allowed to do so, but three months' notice is required. This is to be submitted on a Voluntary Release Form available from the FTRS Cell.
- c. FTRS(HC) personnel who wish to terminate their service before the expiry of their commitment term will be allowed to do so, but four weeks' notice is required. This is to be submitted on a Voluntary Release Form available from the FTRS Cell.
- d. An FTRS commitment may be terminated as a form of administrative action in itself, or as a consequence of disciplinary or administrative action. Legal advice is to be taken where early termination of an FTRS commitment is contemplated at that time or in the future. The Registrar of Reserves (SO1 CM RES) has the authority to terminate FTRS commitments in the following circumstances:

- (1) **Maritime Reserves.**

- (a) When notified that the Compulsory Removal of MR Officers from the Active List iaw BRd 3(2) 0213.a has been approved. As a consequence of such a decision, the termination date of the FTRS commitment will align with the last day of MR service.
- (b) When notified that the discharge of a rating or other rank from the MR iaw s14(2) or s15(1) of the Reserve Forces Act 1996 has been approved (BRd 3(2) 0221/2 refers). As a consequence of such a decision, the termination date of the FTRS commitment will align with the last day of MR service.
- (c) When an application is made from the CO to the Registrar of Reserves, to terminate following a period of warning<sup>2</sup> for professional or personal shortcomings and where discharge from the MR is not being pursued. The Registrar of Reserves is the Deciding Officer for any such application. Any outstanding Annual Leave Allowance (ALA) and Terminal leave is to be calculated iaw JSP 760 Chapter 14.

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<sup>2</sup> Where appropriate the warnings procedures applicable to Regular SP (See BRd3(1) Ch 54) are to be applied.

(d) When application is made from the CO to the Registrar of Reserves to terminate as a form of administrative action, as a result of a disciplinary action, service penalty action following a conviction, or administrative action following a finding of a breach of service policy making their continuance on FTRS untenable<sup>3</sup> but where discharge from the MR is not being pursued, the Registrar of Reserves is the Deciding Officer for any such application. Any outstanding ALA and Terminal Leave is to be calculated iaw JSP 760 Chapter 14.

(2) **Royal Fleet Reserves.**

(a) When an application is made from the CO to the Registrar of Reserves, to terminate, following a period of warning<sup>4</sup> for professional or personal shortcomings. The Registrar of Reserves is the Deciding Officer for any such application. Any outstanding ALA and Terminal Leave is to be calculated iaw JSP 760 Chapter 14.

(b) When application is made from the CO to the Registrar of Reserves to terminate as a form of administrative action, as a result of a disciplinary action, service penalty action following a conviction, or administrative action following a finding of a breach of service policy making their continuance on FTRS untenable<sup>5</sup>. The Registrar of Reserves is the Deciding Officer for any such application and consideration must be given to the retention of Reserve Liability iaw Chapter 11. Any outstanding ALA and Terminal Leave is to be calculated iaw JSP 760 Chapter 14.

e. **Redundancy.** Where, exceptionally for Service reasons it is necessary to terminate a commitment before its end date, due to restructuring or removal of a post, those individuals on AFPS15 may, dependant on the circumstances of their termination, be entitled to redundancy compensation in respect of the loss of any position or Reserve commitment. Further details on the Armed Forces Redundancy Scheme 2020 (AFRS20) can be found in AFRS Order 20. If there is a need to contemplate such action, the post holder must contact the Modernising Terms of Service (MTOS) Team as per JSP 750, Ch 5 to ascertain and adhere to the correct policy, notification timelines and process and ensure the FTRS Cell is kept informed. Every effort should be made to consider if a variation to the post can instead be made, or to assist the individual in finding an alternative post.

f. **Medical Grounds.** The Registrar of Reserves may terminate a commitment when:

(1) The medical fitness stipulations have not been met or received in the timescales stated in the commitment.

(2) Where application from the unit is received to terminate a commitment in pursuance of the medical discharge policy in BRd 3(1) Chapter 102.

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<sup>3</sup> For example but not limited to instances of misconduct or breach of Service policies.

<sup>4</sup> Where appropriate the warnings procedures applicable to Regular SP (See BRd3(1) Ch 54) are to be applied.

<sup>5</sup> For example but not limited to instances of misconduct or breach of Service policies.

**1810. Terminal Leave**

Terminal Leave is granted in accordance with policy laid down in JSP 760 subject to the caveat that where a Reservist finishes one commitment in order to take up a new post and there is no break in service between the old and new commitment, or the period of time between one commitment and another is less than one month, there is no entitlement to terminal leave on the change of commitment. However, where there is a break in service of one month or more between one commitment and the take up of another, terminal leave is admissible on completion of the former commitment. The same entitlement applies if the change of commitment is to ADC or vice versa. Terminal leave is accrued as follows:

- **FTRS.** One day's Terminal Leave for each calendar month up to a maximum of 20 days.

**1811. Call-Out Whilst on FTRS**

- a. A Reservist undertaking FTRS will remain subject to the Call-Out powers under RFA 96 which result from their service as a Volunteer or Ex-Regular Reservist.
- b. In the event of an operation involving Call-Out of Reserve Forces, it will normally only be necessary for FTRS(FC) personnel to be called out if the period of their participation in the operation is not related to their FTRS role and is likely to exceed the remaining period of their FTRS Commitment. Reservists serving on FTRS(LC) or (HC) who are required to take part in an operation involving mobilised Reservists should normally be called out. Call-Out of FTRS Reservists must be considered very carefully, with the financial and other implications being carefully evaluated. See Chapter 14 for more detail on Call-Out.
- c. If a Reservist is called into permanent service whilst undertaking a period of FTRS, their period of mobilisation runs concurrently with their mobilisation. As such, a Reservist whose period of FTRS has not expired when they are released from permanent service after Call-Out is to continue in FTRS under their original agreement to the set termination dates.

**1812. Safeguard of Employment**

The Reserve Forces (Safeguard of Employment) Act 1985 does not apply to the Crown when it has been a Reservist's former employer through an FTRS or ADC commitment. If a FTRS commitment expires during or at the end of a period of permanent service, a Reservist will be able to apply for further FTRS. However, the Reservist has no guaranteed right to reinstatement or further FTRS.

**1813. Discipline**

Reservists undertaking FTRS are at all times subject to Service Law and the provisions of the Armed Forces Act 2006 s367(2)(c) for the period specified in the FTRS Commitment or until released from FTRS, whichever is the sooner.

**CHAPTER 19**

**ADDITIONAL DUTIES COMMITMENTS (PART-TIME RESERVE SERVICE)**

**CONTENTS**

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- 1902. Policy and Accountability
- 1903. Form of Service
- 1904. Employment Restrictions
- 1905. Eligibility
- 1906. Offers and Issues of ADC Commitments
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**CHAPTER 19****ADDITIONAL DUTIES COMMITMENTS (PART-TIME RESERVE SERVICE)****1901. General**

An Additional Duties Commitment (ADC), in accordance with RFA 96 s.25, provides for a member of a Reserve Force to undertake intermittent or part-time activity compatible with any concurrent civilian employment. This is a formal arrangement whereby a Reservist is committed to serve for a specified number of days or part-days, up to a maximum of 180 days in any 12-month period, in a regular, recurring single core output or role<sup>1</sup>. Whilst undertaking the duties of the ADC, a Reservist serving on ADC terms is subject to the Armed Forces Act 2006 and is entitled to a range of benefits, proportionate to those given to individuals undertaking FTRS commitments (see BRd 3(1) Part 10).

**1902. Policy and Accountability**

The policy for the use of ADC is determined by the WFPT on behalf DDPS. ADC strength and liability is monitored and reported monthly. The SO1 RES CM (Registrar of Reserves) is responsible for managing the ADC scheme, the Career Management of Reserve Force personnel employed, issuing and managing commitments and ensuring that any ADC Quotas are not breached.

**1903. Form of Service**

- a. A Reservist may be engaged to serve on an ADC either to fill a Regular position or to meet a specifically established position.
- b. Service on an ADC is formalised by a written commitment and may be undertaken by a member of the RNR, RMR or RFR either for a single continuous period or for a number of specified periods of Reserve Service. Duties under an ADC are in addition to any other obligations that a Reservist may have as a member of their particular Reserve Force.

**1904. Employment Restrictions**

If, from the outset, it is anticipated that an individual will be required to serve continuously for 5 full days a week for a period of 13 or more weeks or will serve for more than 180 paid working days in any period of 12 months, they are to be considered for FTRS TACOS. Different ADCs cannot be undertaken concurrently however, they can run consecutively as long as the combination of commitments does not exceed 180 paid working days per 12 month period.

**1905. Eligibility**

- a. Any member of the RNR, RMR and RFR may volunteer to undertake Reserve Service under an ADC. FTRS and an ADC cannot be undertaken concurrently. A Sponsored Reservist (SR) may undertake an ADC only where specific arrangements for them to do so have been made with their employer in support of their SR role.

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<sup>1</sup> For PTVRs undertaking an ADC, the maximum number of RSDs is 204 pa (180 RSDs for s25 ADC and 24 RSDs for s22 Annual Training Camp).



- b. All applicants who wish to undertake an ADC must be on the Trained Strength, suitably qualified by Rank/Rate, specialisation, qualifications and experience to fill the posts for which they apply. Applicants must also be medically fit for service in accordance with appropriate single-Service regulations applicable at the time. Personnel are normally required to be in a minimum of Medically Limited Deployable (MLD) category; however, those in a Medically Non-Deployable (MND) category may exceptionally be considered by SMOSE SO1 in consultation with the FTRS Cell. Approval may be granted through the weekly Pre-Entry Medical Employability Board (PMEB).
- c. Personnel who have entered into a High Readiness Reserve (HRR) Agreement are not eligible to undertake an ADC.
- d. Those ex-Regular Ratings/Other Ranks who form the Recall Reserve will not be eligible to apply for an ADC as the Recall Reserve is not a Reserve Force as defined by RFA 96 s.1(2)(a). These personnel may, however, apply to join the RNR, RMR or RFR. If accepted into one of those Reserve Forces, they would then be eligible to apply for an ADC.
- e. Personnel who are classed as 'Transitional Members' under RFA 96 are not eligible to undertake an ADC until they have elected irrevocably to cease to be a Transitional Member as provided for under RFA 96 Schedule 9, paragraph 4.

**1906. Offers and Issue of ADC Commitments**

The following points apply to all ADC positions:

- a. Only Authorised Officers in the FTRS Cell have the authority to offer an ADC (including extensions or further periods of ADC), on either a provisional or confirmed basis.
- b. It is essential that all communications (whether verbal or written) with Reserve personnel about ADC appointments/assignments (including extensions or further periods of ADC) prior to the completed commitment being signed by both parties carry a warning that they do not constitute official offers of an ADC.
- c. An application may be withdrawn without penalty by the Reservist at any time before they sign the commitment.
- d. Officers, Ratings and Other Ranks whose Reserve Force commissions/engagements or enlistments are due to end before the completion of the proposed ADC will not be entitled to be discharged from their Reserve Force before the end of their period of ADC. Reservists undertaking ADC are to extend their service, re-engage or re-enlist in their Reserve Force to ensure that they are members of it for the full period of their ADC.

**1907. The Commitment**

- a. A member of a Reserve Force selected to undertake a period or periods of duty on an ADC will be provided with an ADC form by the FTRS Cell which is to specify:
- (1) The nature of the duties to be performed.
  - (2) The period or periods for which the individual is to perform those duties or is to be available for duty.
  - (3) The place at which each period of duty is to be performed.
  - (4) Any geographical limits applicable to the performance of the duties.
  - (5) A Reservist undertaking an ADC may be required to serve in Great Britain or overseas.
  - (6) Any agreed variation of, or limitation on, the normal terms of Reserve Service.
  - (7) Details of the terms of revocation of the commitment.
  - (8) Any essential training required to enable the applicant to carry out the duties of the ADC.
- b. An ADC is to be signed by the Reservist undertaking the commitment and the Registrar of Reserves or delegated Authorised Officer. Once a Reservist signs as accepting the commitment their period of duty starts at the time and date specified in the ADC.

**1908. Changes to a Commitment**

An ADC may be varied at any time with the consent of the individual concerned. Should the Reservist not consent to the variation of the ADC, their obligations under the original commitment remain unaffected. Variations are to be mutually agreed in writing between the Reservist and the FTRS Cell.

**1909. Terminating a Commitment**

- a. **By the Reservist.** A Reservist who wishes to terminate their service before the expiry of the conditioned term will be allowed to do so. They will be required to give a minimum of one calendar months' notice of their intentions using a Voluntary Release Form available from the FTRS Cell.
- b. **By the Service.** In accordance with RFA 96 an ADC may be revoked at any time by application to the Registrar of Reserves giving one month's calendar notice to that effect to the member concerned, in the following circumstances:
- (1) If discharged from the MR, the Registrar of Reserves will be notified and the ADC will cease on the same day of discharge.

- (2) As a result of disciplinary/administrative action, for misconduct/breach of service policies or Service penalty action<sup>2</sup>.
- (3) Loss of Security Clearance.
- (4) Professional inadequacy.
- (5) Medical in accordance with BRd 3(1) Ch 102.

c. **Redundancy.** Where, exceptionally for Service reasons it is necessary to terminate a commitment before its end date, due to restructuring or removal of a post, those individuals on AFPS15 may, dependant on the circumstances of their termination, be entitled to redundancy compensation in respect of the loss of any position or Reserve commitment. Further details on the Armed Forces Redundancy Scheme 2020 (AFRS20) can be found in AFRS Order 20. the post holder must review JSP 750, Chapter 5 to ascertain and adhere to the correct policy, notification timelines and process and ensure the FTRS Cell is kept informed. Every effort should be made to consider if a variation to the post can instead be made, or to assist the individual in finding an alternative post.

#### **1910. Status on Completion of an ADC**

On completion of a period or periods of service on an ADC, an individual is to return to their original Reserve status, where applicable, and be subject only to the TACOS commensurate with that status.

#### **1911. Call-Out**

- a. In the event of an operation involving Call-Out for permanent service, a Reservist serving on an ADC may be called out under the appropriate section of RFA 96. If, when released from such permanent service, the period of ADC service has not expired, the individual is to return to the duties specified in the ADC for the remainder of the period.
- b. The Reserve Forces (Safeguard of Employment) Act 1985 does not apply to the Crown when it has been a Reservist's former employer, if an ADC expires during or at the end of a period of permanent service, a Reservist will be able to apply for further ADC. However, the Reservist has no guaranteed right to reinstatement or further ADC.
- c. See Chapter 14 for more detail on Call-Out.

#### **1912. Discipline**

When undertaking an ADC, Reservists are at all times subject to Service Law and the provisions of the Armed Forces Act 2006 s367(2)(c) for the period/times specified in the ADC or until released from ADC.

#### **1913. Terms and Conditions of Service**

The Terms and Conditions of Service (TACOS) for ADC can be found in BRd 3(1) Reserves Part 10.

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<sup>2</sup> If the individual is in the RFR, consideration should be given to Chapter 11 and removal of Reserve Liability.

## CHAPTER 20

### ROYAL NAVAL CAREERS SERVICE

#### SECTION 1 - SCOPE

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**CHAPTER 20****ROYAL NAVAL CAREERS SERVICE****SECTION 1 - SCOPE****2001. Background**

The Royal Naval Careers Service (RNCS) is a Special Service that constitutes one of the main groupings of the Naval Service. BRd 2 and the Queen's Order in Council of 2 May 1963 stipulate that the RNCS is to be comprised of former Regular Service personnel on "restricted" Terms and Conditions of Service (TACOS). Following a comprehensive review, in 2000 the Second Sea Lord endorsed<sup>1</sup> the progressive replacement of RNCS personnel on extended Regular Service engagements by placing ex-Regular Service, Royal Fleet Reserve (RFR) personnel onto Full Time Reserve Service (FTRS) commitments with their own tailored TACOS. Together with other improvements to the RNCS structure, such as extending the eligibility to include ex-Regular Service Petty Officers/Sergeants, bespoke Careers Adviser (CA) grades of CA3, CA2 and CA1 were introduced. In 2020 a further review was introduced to update the RNCS title, TACOS and structure of the RNCS to ensure it was fit for the task of enabling Head Recruit and Attract (Hd R&A) to meet the annual recruiting targets.

**2002. RNCS Structure**

- a. The RNCS consists of 3 unique levels:
  - (1) CA3 (PO rate for pay purposes).
  - (2) CA2 (CPO rate for pay purposes).
  - (3) CA1 (Honorary WO2 and 1 x Honorary WO1 rate for pay purposes).
- b. Armed Forces Careers Office (AFCO) scaled by RNCS personnel has a Team Manager at CA2 level who usually heads up 1 or more CA3s in each Team. Each of the six Recruiting Areas is managed by a Lt Cdr or Maj RM who is assisted by at least one Recruiting Manager at CA1. Other CA1 positions exist as RNCS WO2, within R&A HQ, and at the Recruiting Training & Assurance Group (RTAG) and other CA2/3 positions exist within R&A HQ and at the contact centre.
- c. On completion of WO Transformation, there will be only one CA1 (WO1) position in the RNCS, which is the Executive Warrant Officer position.

**2003. Eligibility of Personnel**

The minimum entry criteria for the RNCS are:

- a. Must have served in the Regular Naval Service<sup>2</sup> for a minimum of 6 years<sup>3</sup>.

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<sup>1</sup> DCI 86/01 - Transfer of Naval Careers Service to bespoke FTRS(NCS) TACOS.

<sup>2</sup> As the Maritime Reserves and RNCS have differing promotional structures, applications from Maritime Reserves will be considered on a case by case basis.

<sup>3</sup> Candidates may apply before they either retire or opt for release from the Regular Service.

- b. Have achieved substantive rank of LH/Cpl or above, 2 years' seniority, have an SJAR recommendation for PO/Sgt and completed SRLC or RM Sergeants Leadership Development Course (SLDC).
- c. Have a minimum medical employability category of Medically Fully Deployable (MFD) or Medically Limited Deployable<sup>4</sup> (MLD).
- d. Must be eligible for Reserve Liability.
- e. Applications from LH/Cpl must be under the age of 40 on application. SRLC/SLDC must have been completed.
- f. Be in-date for RNFT/PES (Service Leavers) or have obtained a successful PJFT prior to commencement of CA3 course.
- g. Ex-Regular Service Personnel may apply up to 3 years after their Termination Date from Regular Service. Candidates are to provide a minimum of 2 References as well as Service Appraisals they may have retained from their last 3 years of Service.
- h. Ex Regular Service personnel who have maintained currency in the RNR/RMR may apply but owing to differing promotional structures will be subject to branch clearance and CMRES approval.
- i. WOs/ SRs/SNCOs must be under the age of 52 on commencement of an FTRS Commitment.
- j. Individuals may not apply if discharged from the RN Service for:
  - (1) Desertion.
  - (2) Dismissal.
  - (3) Discharge SNLR. Including those discharged following Compulsory Drug Testing.
  - (4) Medically Non Deployable (MND) or medically discharged from RN/RM Service unless they meet the medical eligibility stipulations iaw BRd 3(1) Chapter 102.
  - (5) Conscientious Objector.
- k. Individuals who have not been recommended for further Naval Service on their last appraisal before leaving the Service, are also not eligible to apply.

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<sup>4</sup> Candidates whose Discharge Medical is out of date (i.e. dated more than 12 months prior to the expected commencement of the FTRS commitment) are to undergo a medical examination prior to attending the CA Assessment Board. In any event an examination is to be completed within 14 days of commencement of employment.

- I. At the commencement of CA3 training, each Candidate must be:
  - (1) In possession of a Driving Licence<sup>5</sup> at all times.
  - (2) Clear of unspent convictions in accordance with BRd 3(1) Chapter 6.
  
- m. Security Clearance (SC) and Disclosure and Barring Service (DBS) Enhanced Disclosure is to be obtained within 2 months of joining the RNCS unless delayed at the behest of the Service or DBS. Failure to obtain SC or DBS will result in the FTRS Commitment being revoked and the Reservist being discharged from the RNCS. Exceptions to the criteria will only be considered if driven by a Service Requirement and authorised by the WFPT.

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<sup>5</sup> The necessity to have a valid driving licence is a continuing requirement for post holders.

## SECTION 2 - EMPLOYMENT PROCEDURES

### 2004. Registering Interest

An applicant who meets the criteria should contact the RETAG, HMS SULTAN, (NAVY RA-RTAG MAILBOX@mod.gov.uk), where details of the process, and any other details can be discussed.

### 2005. Career Advisors Assessment Board (CAAB)

Prior to being offered a commitment and, subsequently, a place on the Careers CA3 course at RTAG, the applicant must pass the Career Advisors Assessment Board (CAAB).

### 2006. Entry Criteria

- a. Successful candidates who are not indicated for an immediate vacancy, will remain on a waiting list for a period not in excess of 3 years from Assessment Board date. During this time, they will be eligible for an offer of Service within the RNCS should a suitable vacancy arise.
- b. On entry to the RNCS, LH/Cpl are to be awarded Acting Higher Rank PO/Sgt to ensure all students undertaking the rigours of training are placed on a level playing field with their substantive senior rate course members.
- c. Successful completion of CA3 course is a mandatory requirement to be a member of the RNCS. CA3 students who do not reach the required standard will have their FTRS Commitment revoked and be discharged from the RNCS. There is no guarantee that those employed previously as Assistant Careers Advisers (ACA) will retain their old ACA position and any future application to undertake ACA duties will be subject to RTAG recommendation.

### 2007. The Commitment

- a. Personnel who are offered a FTRS commitment should read the commitment carefully. If content they should sign the commitment and return the signed original to the RNCS Cell in NCHQ, Whale Island, Portsmouth.
- b. The RNCS Career Manager will countersign the commitment and a copy will be returned to the individual as the authority to commence employment. Personnel should not anticipate commencing FTRS until their commitment has been signed by all parties.



**SECTION 3 - TERMS AND CONDITIONS OF SERVICE****2008. General**

- a. RNCS personnel are assigned to a specific (PID) within one of the AFCOs across the UK, R&A HQ or RTAG. They should normally be employed in the assignment stated and may not be moved to alternative employment without their agreement; assignments will, however, be reviewed yearly from date of commencement to see whether there is a requirement for continuity. If a PID is to be altered, changed or terminated, alternative employment or cessation of FTRS Commitment will be offered.
- b. This chapter is to be read in conjunction with Chapter 18 where standard FTRS Terms and Conditions of Service (TCOS) can be found. Standard FTRS TCOS apply unless modified by RNCS TCOS in this section.

**2009. Terms of the Commitment**

- a. **Entry to the RNCS pre 1 July 2020.** RNCS serving prior to this date will be awarded Preserved Rights for a further 2 years from 1 July 2020 or for up to aged 55 whichever is the earliest. Thereafter, they will be transferred to standard<sup>6</sup> Commitment lengths with no automatic guarantee of roll-over to Normal Retirement Age 55. Employment to Normal Retirement Age 55 remains available by selection and service need. Extensions to Commitment lengths and promotion within the RNCS will be subject to service requirement, medical eligibility and recommendation.
- b. **Entry to the RNCS post 1 July 2020.** Successful candidates will join the RNCS under amended RNCS TACOS which offer standard FTRS Commitment lengths. Employment to Normal Retirement Age 55 remains available by selection and service need. Extensions to Commitment lengths and promotion within the RNCS will be subject to service requirement, medical eligibility and recommendation.
- c. On entry to the RNCS, LH/Cpl are to be awarded Acting Higher Rank PO/Sgt to ensure all students undertaking the rigours of training are placed on a level playing field with their substantive senior rate course members.
- d. All new entrants to the RNCS are to be paid as a CA3 (PO/SGT) irrespective of the Rank/Rate that they held on completion of their Regular Service. CPO/WO2s and WO1s joining the RNCS will be entitled to wear the rank/rate held on leaving Regular Service.

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<sup>6</sup> As determined by Navy Command.

- e. The Commitment will:
  - (1) Define the start date and length of FTRS that is to be undertaken.
  - (2) Specify, in broad terms, the duties the Reservist will be expected to undertake.
  - (3) Contain details of any specialised training that they have to undergo either before taking up duties or during their RNCS service.
- f. Refer them to these regulations and BRd 3(1) for their TACOS.

## 2010. Types of Commitment

The type of Commitment under which a member of the Reserve Forces may undertake a period of FTRS is delineated by the duties and Separated Service/deployment requirements of the post. In this context, Separated Service is defined as overnight absence from the normal place of permanent duty where the requirement for overnight absence is for Service reasons. The RNCS are on bespoke TACOS and therefore do not fully align with FTRS definitions for Commitment Types. The types of Commitment under which a member of the RNCS may undertake a period of FTRS are:

- a. **Full Commitment (FC).** Fulfilling a range of duties with liability for role-related compulsory separated service in the UK only for more than 35 days of Separated Service per year for service reasons. Within the role, the CA may be required to undertake recruitment related roles, including outreach, or other functions outside recruiting, but within their SQEP. These roles will be undertaken either in person and so aligned with their location and terms of the Full Commitment, or via remote working if appropriate; however, the liability of a Reservist to be mobilised and called into permanent service as per RFA 96 remains. Periods of Separated Service are to be 'Move and Track' recorded on JPA. Within the role, the CA has a continuous 24/7/365 liability for duty if required.
- b. **Limited Commitment (LC).** Fulfilling a full range of duties in one assigned location, but with a liability for compulsory detachment for up to 35 days in the UK in any one year with no single detachment lasting in excess of 21 days. Reservists on FTRS (LC) will also have a liability for compulsory Separated Service to complete mandated training courses necessary for the post which does not contribute to the 35 days. Periods of Separated Service are to be 'Move and Track' recorded on JPA. There are no limits to voluntary Separated Service associated with the role. A member of the RNCS on FTRS (LC) may also be required to undertake recruitment related roles, including outreach, or other functions outside recruiting but within their SQEP. These roles will be undertaken either in person and so aligned to their location and terms of their Limited Commitment or via remote working where appropriate. The Reservist may be mobilised and called into permanent service but should not routinely respond to (and cannot be directed to) undertake a trawl task. Within the description of the role, an RNCS has a continuous 24/7/365 liability for duty if required.

c. **Home Commitment (HC).** Fulfilling a limited range of duties in one assigned location, with no liability for compulsory Separated Service in the UK or overseas, with the exception of mandated training courses necessary for the current post. There are no limits on voluntary Separated Service associated with the role. Periods of Separated Service are to be 'Move and Track' recorded on JPA. The Reservist maybe mobilised and called into permanent Service and must be for deployment in an operational theatre but cannot respond to or be directed to undertake a trawl task. Within the description of the role, an RNCS has a continuous 24/7/365 liability for duty if required.

#### **2011. Age Limits**

Applications from Leading Hands/Corporals for the RNCS must be under age 40. For PO/Sgts and above, applications must be under 52 on commencement of their commitment as cessation of employment in the RNCS is normally at aged 55. Where there is a service requirement only, extensions beyond aged 55 in the RNCS can be exceptionally authorised by selection board up to 60 years of age.

#### **2012. Commitment Lengths**

Commitments will be issued to meet the Service need, routinely every two years. Hd R&A will, however, have a decisive say on the commitment length to meet the exigencies of the Service.

#### **2013. Completion of Commitments**

At 3 months prior to the end of an existing commitment, members of the RNCS are to submit to the FTRS Cell, through their Chain of Command, notice of their intentions which are either to request a further period of FTRS or to end their RNCS service. All accrued annual leave and terminal leave<sup>7</sup> must be taken before the last day of the commitment.

#### **2014. Extension of Service (EOS)**

CAs may apply or be invited to apply to extend their service beyond the aged 55. The RNCS CM has the authority to award EOS of up to 12 months. Extensions in excess of twelve months are to be authorised by WFPT and Hd R&A. Situations in which an EOS may be appropriate are as follows:

- a. As a short term resource regulator to increase the total bearing to match Service requirement.
- b. To assist in alleviating shortages in specific PIDs until reliefs can be nominated.
- c. To retain individuals with deep specialist skills or knowledge where there is a shortage.

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<sup>7</sup> Terminal leave may only be taken once and is to be at the end of a continuous commitment.

### 2015. Changes to Commitment

A FTRS commitment may be superseded or varied with the consent of the Reservist concerned. Should the Reservist not consent to the variation of the FTRS commitment, their obligations under the original commitment are to remain unaffected. On completion of the extant Commitment, changes to a new, further period of FTRS or Extension to an extant Commitment can be made. RNCS personnel not willing to accept changes to a new, further period of FTRS or Extension of their Commitment are to be released from Service.

### 2016. Early Termination

The FTRS Cell may at any time revoke, in writing, an FTRS commitment before the beginning of the specified period of FTRS, whether at the request of the individual or not.

- a. FTRS Home Commitment (HC) personnel who wish to terminate their service before the expiry of their conditioned term will be allowed to do so, but four weeks' notice is required to be submitted to the RNCS CM through their Chain of Command.
- b. FTRS Limited Commitment (LC) personnel who wish to terminate their service before the expiry of their conditioned term will be allowed to do so, but three months' notice is required to be submitted to the RNCS CM through their Chain of Command.
- c. FTRS Full Commitment (FC) personnel who wish to terminate their service before the expiry of the term of their FTRS commitment will be required to give a minimum of three months' notice if on a one year commitment or six months' notice if on a longer FTRS Commitment unless the reasons are sufficient to warrant compassionate discharge in accordance with regulations for Regular Service personnel. Six months' notice is to be submitted to the RNCS CM through their Chain of Command.
- d. December 2020 Version 1 edition of BRd 3(2) set the notice period for FTRS (FC) at 3 months unless the commitment stated a different notice period. The Notice period for any future FTRS FC commitments will be as stated in sub-para 2016.c.
- e. An FTRS commitment may be terminated as a form of administrative action in itself, or as a consequence of disciplinary or administrative action. Legal advice is to be taken where early termination of an FTRS commitment is contemplated at that time or in the future. The Registrar of Reserves (SO1 RES CM) has the authority to terminate FTRS commitments in the following circumstances:
  - (1) When an application is made from the CO to the Registrar of Reserves to terminate following a period of warning for professional or personal shortcomings. The Registrar of Reserves is the Deciding Officer for any such application. Any outstanding Annual Leave Allowance (ALA) and Terminal Leave is to be calculated iaw JSP 760 Chapter 14.

(2) When application is made from the CO to the Registrar of Reserves to terminate as a form of administrative action, as a result of a disciplinary action, service penalty action following a conviction or administrative action following a finding of a breach of service policy making their continuance on FTRS untenable. The Registrar of Reserves is the Deciding Officer for any such application and consideration must be given to the retention of Reserve Liability iaw Chapter 11. Any outstanding ALA and Terminal leave is to be calculated iaw JSP 760 (Ch 14).

f. **Redundancy.** Where, exceptionally for Service reasons it is necessary to terminate a commitment before its end date, due to restructuring or removal of a post, those individuals on AFPS15 may, dependant on the circumstances of their termination, be entitled to redundancy compensation in respect of the loss of any position or Reserve commitment. Further details on the Armed Forces Redundancy Scheme 2020 (AFRS20) can be found in AFRS Order 20. If there is a need to contemplate such action, the post holder must review JSP 750, Chapter 5 to ascertain and adhere to the correct policy, notification timelines and process and ensure the FTRS Cell is kept informed. Every effort should be made to consider if a variation to the post can instead be made, or to assist the individual in finding an alternative post.

g. **Medical Grounds.** The Registrar of Reserves may terminate a commitment when:

(1) The medical fitness stipulations have not been met or received in the timescales stated in the commitment.

(2) Where application from the unit is received to terminate a commitment in pursuance of the medical discharge policy in BRd 3(1) Chapter 102.

### 2017. Medical Fitness

RNCS personnel must meet the medical eligibility stipulations iaw BRd 3(1) Chapter 102. To ensure that a member of the RNCS is medically fit, within two weeks of commencement, and immediately on completion of their FTRS commitment, it is essential that the Medical Certificates supplied with the commitment are completed and the relevant JMES reviewed prior to application. This is, on both occasions, to be completed by a Medical Officer at a Service Medical Centre. The following regulations apply:

a. It is the responsibility of the respective Senior Recruiting Officer (SARO) to ensure that this procedure is carried out and that a copy of the completed Medical Certificate is sent to the RNCS CM. If there is any change in the JMES of the individual up to the start of a further period, the FTRS Cell should be informed immediately.

b. A fresh Medical Certificate is required for every new period of FTRS commitment, including further periods of FTRS.

- c. In order to assess an individual's fitness for employment, CAs are to be examined by a service Medical Officer. The examining Medical Officer is to be provided with a Job Description/ToRs relating to the FTRS role. Should the Reservist be considered medically fit to undertake the FTRS commitment but in a temporarily reduced medical category, the Medical Officer should annotate this fact on the Medical Certificate, together with an estimated duration of the medical downgrading. However, where it is considered that the cause of the medical downgrading is likely to be of a permanent nature, the case is to be referred to SMOSE with full medical history. SMOSE will determine if the individual may be employed in the role and award a permanent JMES (including Restrictions). The completed JMES assessment is to be forwarded to the Medical Employability Board who, in consultation with Hd R&A, when required, will make the final decision whether to approve or terminate the FTRS commitment.
- d. It is the responsibility of the Reservist to inform their Employer of any change to their medical fitness that could affect their ability to undertake their FTRS roles and responsibilities. When required a Reservist is to ensure the Service has the authorisation to access their civilian medical records if needed to make a medical assessment for fitness for role. If a Reservist refuses to allow a service medical practitioner access to civilian medical records or refuses to attend a service medical appointment to ascertain medical fitness, the FTRS Commitment will be terminated.

## **2018. Sickness or Other Absence**

- a. If a member of the RNCS is absent from work through injury, sickness or for any other reason, they are to inform their Line Management on the first day of absence, wherever possible, of the cause and likely duration of their absence. Any unauthorised absence for a period of seven consecutive calendar days is to be explained in writing.
- b. If a member of the RNCS is absent for more than seven consecutive calendar days due to sickness or injury, they are to provide their Line Management with a doctor's Statement of Fitness to Work certificate. For periods of more than 28 days illness, an individual will be required to be examined by a Service Medical Officer<sup>8</sup>. Provided that this procedure is observed, a member of the RNCS will be entitled to sick absence with pay, in respect of the days on which they would normally have worked, subject to the timescales in paragraph 2021. If the required procedure is not followed, or if abuse of the sick absence with pay arrangement is suspected, the MOD may withhold the individual's pay for the relevant period and may institute disciplinary action.

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<sup>8</sup> Failure to attend for a medical appointment will result in termination of commitment.

**2019. Long Term Medical and Dental Care**

Policy guidance for Medical and Dental care is in accordance with JSP 950<sup>9</sup>. FTRS LC and HC Career Advisers are to remain registered with their local civilian medical and dental practitioners. They will, however, be entitled to receive emergency medical and dental treatment from Service sources. When they are required to undergo medical treatment by virtue of their Service duties (e.g. inoculations prior to proceeding overseas), they are entitled to such treatment from service sources or receive reimbursement from service funds for treatment received from their Medical Practitioner.

**2020. Medical Downgrading**

Any Reservist who is medically downgraded whilst on FTRS FC will be subject to the same regulations as Regular personnel. RNCS serving on FTRS HC or LC will have no entitlement to appear before the Royal Navy Medical Board of Survey and/or to discharge on medical employability grounds.

**2021. Medical Discharge from the Service**

If a member of the RNCS serving on FTRS FC becomes permanently medically unfit for RNCS service, they will be subject to the same medical discharge procedures as Regular personnel. A Reservist who, in the opinion of a Medical Officer, is likely to recover from their injury or illness so that they may resume Reserve Service is to continue to be borne on their FTRS pay and allowances up to the day on which they would normally have completed their FTRS commitment. RNCS personnel who become permanently medically unfit for service will be placed in the medical margin until the end of their present commitment length if that is in less than 12 months. Those in commitment lengths longer than 12 months will be reviewed on a case-by-case basis and legal advice sought for termination of commitment.

**2022. Attributable Benefits**

The next-of-kin of any Reservist serving on FTRS will be eligible for the appropriate 'attributable' benefits if they suffer death or injury which is attributable to, or aggravated by, their service.

**2023. RN Physical Employment Standard (PES)**

All RNCS members are strongly encouraged to maintain their fitness to ensure that they correctly represent the standards and bearing required for representative duties. RNCS personnel on Full Commitment are to comply with RN PES regulations.

**2024. Call-Out whilst on FTRS**

- a. In the event of an operation involving Call-out of the Reserve Forces, it will normally only be necessary for RNCS undertaking FTRS FC to be called-out if the period of their participation in the operation is likely to exceed the remaining period of their FTRS commitment. Reservists serving on FTRS LC/HC who are required to take part in an operation involving mobilised Reservists should normally be called-out. Call-out of RNCS personnel must be considered very carefully, with the financial and other implications being stringently evaluated.

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<sup>9</sup> See also DIN 2019DIN01-080.



- b. Those undertaking RNCS will remain subject to the Call-out powers under RFA 96 which result from their service in the Royal Fleet Reserve or Recall Reserve.
- c. Those whose period of FTRS has not expired when they are released from permanent service after Call-out are to continue in FTRS under their original agreement to the set termination dates.
- d. See Chapter 14 for more detail on Call-out.

#### **2025. Safeguard of Employment**

Individuals serving on FTRS commitments and who are called out before the end of their commitment (or within four weeks of the end of it if they have not commenced work under another employer) are to be treated as if the Reserve Forces (Safeguard of Employment) Act 1985 applied with the RNCS considered as their former employer.

#### **2026. Service, Advancement, Promotion**

- a. Those who are successful at the Careers Adviser Assessment Boards (CAAB) and are offered an FTRS commitment by RNCS CM will be offered a standard commitment to allow for CA3 training and post course assessment.
- b. **Substantive Rate.** Acting PO/Sgt CA3s will be awarded substantive rate on completing their final assessment on CA3 Course, completing the post course task book, attendance of CA3 Visits Week and successfully completing the SRLC/SCC.
- c. They will serve as a CA3 (PO/SGT) irrespective of the Rank/Rate that they held on completion of their Regular Service. RNCS personnel will be entitled to wear the rank/rate held on leaving Regular Service if it at the rate of PO/Sgt or above.
- d. Advancement/promotion to a higher Rank/Rate is permitted if the individual meets the promotion requirements and is successful at the Careers Adviser promotion board. If successful, a CA3 (PO/SGT) candidate may be substantively promoted to CA2 (CPO/CSGT). If successful, a CA2 (CPO/CSgt) candidate will be promoted to CA1 and hold the rank of Honorary WO2. Following WO Transformation, the RNCS are scaled for one CA1 Honorary WO1 PID. This is the Executive WO role, and a bespoke selection board will be convened when required.
- e. A member of the FTRS who transfers back to the RFR/RNR may return in the rank/rate gained whilst serving in the (RNCS) subject to an assessment of their SQEP capability. CA1s holding Hon WO2/1 status, will revert to OR7 if taking a non-RNCS FTRS (s24<sup>10</sup>), ADC (s25) or VeRRS (s27) role. This also applies if joining the Maritime Reserves.

#### **2027. Honours and Awards**

Service on FTRS(RNCS) counts as reckonable service towards the Long Service and Good Conduct Medal and clasps. Applications for the LS&GC/clasps should be forwarded through the individual's Chain of Command.

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<sup>10</sup> s24/s25/s27 Reserve Forces Act 1996.



**2028. Annual Reports**

Those undertaking FTRS commitments are subject to the same reporting procedures as Regular personnel, although the Common Reporting Dates differ and are issued under local orders. All RNCS personnel should be reported on with regard to their potential for further RNCS service and recommendations for promotion.

**2029. Security Clearance**

All those joining the RNCS must hold, as a minimum, a Security Check, although the service may take personnel on risk for those awaiting clearance. A DBS check will be sought once an FTRS commitment has commenced. If a DBS or SC is withdrawn, suspended or not issued, the FTRS Commitment is to be revoked and the CA discharged from service.

**2030. Pre-Employment Training**

Those joining the RNCS are required to complete and pass a Careers Adviser 3 course at RTAG, HMS SULTAN. This course may be completed prior to or during the individual's FTRS commitment. Those who are unsuccessful will have their commitment revoked.

**2031. Pay**

RNCS personnel are paid in accordance with current Service regulations. Rates of pay are published in the annual Armed Forces Pay Review Body Directed Letters.

**2032. Uniform**

- a. RNCS will normally wear the uniform of the Rank/Rate they held in Regular Service (except LH/Cpl RM who will be granted grat issue of PO/Sgt RM uniform) and conform to the Regular Service dress regulations. However, there will be times when recruiting uniform may be worn and the regulations for this are detailed in Local Instructions.
- b. Those joining the RNCS are entitled to have their Home Retention Scale of Kit made up to a scale detailed in BRd 3(1) Part 6, Chapter 39, Annex 39C (Para 3), Uniform Regulations for Regular Service. If necessary, RNCS personnel will be entitled to a gratuitous issue of a full uniform.
- c. When in uniform, the RNCS Badge is to be worn at all times.

**2033. Resettlement**

The entitlement for resettlement is in accordance with current Service Regulations laid down in JSP 534.

#### **2034. Terminal Leave**

Terminal Leave is granted in accordance with policy laid down in JSP 760 subject to the caveat that where a member of the RNCS finishes one commitment in order to take up a new post and there is no break in service between the old and new commitment, or the period of time between one commitment and another is less than one month, there is no entitlement to terminal leave on the change of commitment. However, where there is a break in service of one month or more between one commitment and the take up of another, terminal leave is admissible on completion of the former commitment. The same entitlement applies if the change of commitment is to ADC or vice versa. Terminal leave is accrued as follows:

- **FTRS.** One day for each calendar month worked up to a maximum of 10 days. However, RNCS serving on an FTRS commitment for a continuous unbroken period of 12 years' or more are to be granted Terminal Leave in line with Regular Service (i.e. 20 days Terminal Leave).