

**Army Regulation 637–1**

**Military Personnel Pay, Allowances,  
and Incentives**

# **Army Compensation and Entitlements Policy**

**Headquarters  
Department of the Army  
Washington, DC  
26 July 2021**

**UNCLASSIFIED**

# ***SUMMARY***

AR 637–1

Army Compensation and Entitlements Policy

This new Department of the Army regulation, dated 26 July 2021—

- o Adds responsibilities for Soldiers regarding personal financial affairs (para 1–4*k*).
- o Outlines twice-a-month pay policy (para 1–7).
- o Prescribes the use of SF 1199A (Direct Deposit Sign-Up Form) (para 1–7*a*).
- o Establishes and prescribes DA Form 1506–1 (Statement of Service for Computation and Length of Service for Pay Purposes (Continuation Sheet)) (para 2–6*a*).
- o Establishes and prescribes DA Form 7895 (Military Payroll System Substantiating Document Worksheet) (para 2–6*c*).
- o Establishes and prescribes DA Form 7894 (Declaration of Retired Pay Benefits Received and Waivers) (para 5–2).
- o Updates the title of DA Form 4730 (Certificate for Non-Performance of Hazardous Duty) (para 10–6*k* and app A).
- o Updates policy for diver skill incentive pay (chap 11).
- o Updates policy for payment of death gratuity (chap 16).
- o Updates policy for pay and allowance continuation program (chap 17).
- o Updates policies for savings programs (chap 18).
- o Incorporates relevant policies of AR 37–104–4, dated 8 June 2005, hereby rescinded (throughout).
- o Defines Army-unique military pay policy for entitlements, allotments, and deductions outlined in the DoD Financial Management Regulation (throughout).
- o Updates policy for special pay sea duty (throughout).
- o Removes references to and cancels DA Form 3685 (JUMPS–JSS Pay Elections) (throughout).

Effective 26 August 2021

**Military Personnel Pay, Allowances, and Incentives**  
**Army Compensation and Entitlements Policy**

By Order of the Secretary of the Army:

**JAMES C. MCCONVILLE**  
*General, United States Army*  
*Chief of Staff*

Official:

  
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*to the Secretary of the Army*

**History.** This publication is a new Department of the Army regulation.

**Summary.** This regulation prescribes policy for unique Army pay and allowances for the payment of Soldiers using Department of Defense Joint Military Pay System–Active Component.

**Applicability.** This regulation applies to the Regular Army, the Army National Guard/Army National Guard of the United States, and the U.S. Army Reserve, unless otherwise noted. It also applies to all activities of the Army involved

in providing pay support to Active Component Soldiers and Reserve Component Soldiers being paid by the Defense Joint Military Pay System–Active Component, formerly Joint Service Software. This regulation is applicable during full mobilization.

**Proponent and exception authority.**

The proponent for this regulation is the Deputy Chief of Staff, G–1. The proponent has the authority to approve exceptions or waivers to this regulation that are consistent with controlling law and regulations. The proponent may delegate this approval authority, in writing, to a division chief within the proponent agency or its direct reporting unit or field operating agency, in the grade of colonel or the civilian equivalent. Activities may request a waiver to this regulation by providing justification that includes a full analysis of the expected benefits and must include formal review by the activity's senior legal officer. All waiver requests will be endorsed by the commander or senior leader of the requesting activity and forwarded through their higher headquarters to the policy proponent. Refer to AR 25–30 for specific guidance.

**Army internal control process.**

This regulation contains internal control provisions in accordance with AR 11–2 and identifies key internal control that must be evaluated (see app C).

**Supplementation.** Supplementation of this regulation and establishment of command and local forms are prohibited without prior approval from the Deputy Chief of Staff, G–1 (DAPE–PRC), 300 Army Pentagon, Washington, DC 20130–0300.

**Suggested improvements.** Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Deputy Chief of Staff, G–1 (DAPE–PRC), 300 Army Pentagon, Washington, DC 20130–0300 or via email to [usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil](mailto:usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil).

**Distribution.** This publication is available in electronic media only and is intended for the Regular Army, the Army National Guard/Army National Guard of the United States, and the U.S. Army Reserve.

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## **Chapter 1**

### **Introduction**

#### **1–1. Purpose**

This regulation provides Department of the Army (DA) policies for entitlements and collections of pay and allowances for active duty Soldiers. It is used in conjunction with the Department of Defense (DoD) Financial Management Regulation (FMR), Volume 7A. For the purpose of this regulation, active duty is defined in accordance with Title 37, United States Code (37 USC). The term “active duty” means full-time duty in the active service of a uniformed service and includes full-time training duty, annual training duty, full-time National Guard duty, and attendance, while in the active service, at a school designated as a service school by law or by the Secretary of the Army (SECARMY).

#### **1–2. References and forms**

See appendix A.

#### **1–3. Explanation of abbreviations and terms**

See the glossary.

#### **1–4. Responsibilities**

a. The Assistant Secretary of the Army (Manpower and Reserve Affairs) (ASA (M&RA)) provides oversight and responsibility of the strategic direction in which Army compensation and entitlement policies, plans, and programs are executed consistent with law, regulation, and policy.

b. The Deputy Chief of Staff (DCS), G–1 will—

- (1) Approve new policies, procedures, and systems’ changes affecting Soldiers’ pay.
- (2) Provide guidance and clarification for all policy affecting Soldiers’ pay.
- (3) Review and approve changes to this regulation.
- (4) Conduct a review of all assignment special duty pays every 4 years.
- (5) Appoint a Special Pay Review Board.

(6) Ensure the Commanding General (CG), U.S. Army Human Resources Command (HRC), reports grade change transactions directly to the Soldier’s master military pay account (MMPA) for Soldiers promoted or reduced on Headquarters, Department of the Army orders.

(7) Perform roles as outlined in paragraphs 6–3*h* and 18–26*c*(1).

c. The Surgeon General will determine the aviation service date and officer service date for each flight surgeon or medical officer entitled to aviation incentive pay (AvIP).

d. The Director, Defense Finance and Accounting Service–Indianapolis (DFAS–IN) Center—

- (1) Establishes policies and procedures to ensure prompt payment to Soldiers.
- (2) Maintains and operate the Defense Joint Military Pay System (DJMS) Active Component (AC).

e. Finance officers (FOs)/Defense Military Pay Officers (DMPOs)/United States Property and Fiscal Officers will—

- (1) Submit pay change data in a timely manner.
- (2) Take action to resolve any pay or administrative discrepancies.
- (3) Ensure discrepancies reflected on the bi-monthly pay/personnel match are resolved per instructions received with the report.

(4) Maintain internal controls at all times.

f. Installation human resource officers (HROs) or brigade S1s will—

(1) Process pay grade changes for Soldiers in pay grades E–5, E–6, W–2, and O–2, and when promotion orders are received from the National Guard Bureau (NGB), HRC, or state orders for enlisted Soldiers who are on active duty.

(2) Resolve grade discrepancies between DJMS–AC and the human resources personnel and pay system.

(3) Determine each qualified officer’s aviation service date and officer service date based on information in pertinent official records.

(4) Forward pay related documents to the FO/DMPO on a daily transmittal memorandum no later than 1000 hours the workday after the document is received or generated.

g. Commanders will—

- (1) Ensure documents affecting pay are accurate and forwarded to the FO/DMPO promptly.

(2) Review and annotate discrepancies, attach corrected documents, and certify the accuracy of the unit commander's finance report (UCFR) monthly, no later than the 10th day of the following month.

(3) Certify UCFR each month to ensure their Soldiers' pay and entitlements are correct. This is mandatory and cannot be delegated.

(4) Prepare, certify, and forward to the FO/DMPO certificates for physically incapacitated Soldiers who are in receipt of hazardous duty incentive pay (HDIP).

(5) Develop local procedures to ensure meal collections take place in accordance with Army and DoD policy.

(6) Perform roles as outlined in paragraphs 6–3*h* and 18–26*c*(2).

*h.* The battalion S1 (Bn S1) will—

(1) Process all pay grade changes for advancements to pay grades E–2 through E–4 and all reductions no later than the next working day after the commander approves the promotion or reduction.

(2) Assist Soldiers in preparing pay related documents.

(3) Forward pay related documents to the FO/DMPO on daily transmittal memorandum no later than 1000 hours the workday after the document is received or generated per DA Pam 600–8.

(4) Respond to Soldier's pay inquiries when the required information is available.

(5) Ensure commanders are verifying the UCFR and electronic Military Personnel Office (eMILPO) Accountability Report (AAA–162) monthly, no later than the 10th day of the following month.

(6) Conduct a personnel record review for all assigned annually to confirm Soldiers are entitled to the pay and allowances they are receiving as indicated on the Soldier's most recent leave and earnings statement (LES).

(7) Process stop payment requests for all pay and allowances being received by the Soldier that are not supported with the proper substantiating document.

(8) Perform roles as outlined in paragraph 18–26*c*(5).

*i.* State adjutants general—

(1) Verify service claimed by Army National Guard (ARNG) Soldiers on active duty.

(2) Process grade changes.

*j.* Regular Army (RA) career counselors, Army Reserve career counselors, and ARNG human resources cadre will—

(1) Prepare, verify, and certify DA Form 1506 (Statement of Service for Computation of Length of Service for Pay Purposes) in accordance with paragraph 2–2.

(2) Perform roles as outlined in paragraph 18–26*c*(4).

*k.* Soldiers will—

(1) Review their LES every month and immediately report any inaccuracies to their commander and servicing FO/DMPO.

(2) Manage their personal financial affairs satisfactorily and pay their just debts promptly.

(3) Provide adequate financial support of a spouse or child or any other relative for which the Soldier receives additional allowances for support.

(4) Comply with the financial support provisions of a court order or written support agreement.

(5) Respond to applications for involuntary allotments of pay, garnishments, and levies within the suspense dates established by Defense Finance and Accounting Service (DFAS) or the commander.

(6) Promptly and accurately report to their commander and servicing FO/DMPO any changes in their personal circumstances that affect their entitlement to pay or the distribution of their pay.

(7) Conduct a finance record review with their S1/military personnel division (MPD)/personnel work center record manager annually.

(8) Recertify their entitlement to housing allowance and verify their dependency status annually during their finance record review if the Soldier is receiving a housing allowance other than basic allowance for housing (BAH) partial.

(9) Provide the S1/MPD/personnel work center with all documents to support the entitlements they are receiving. Soldiers will not be paid for any entitlement that cannot be validated with a key supporting document (KSD) per AR 600–8–104.

(10) Perform roles as outlined in paragraph 18–26*c*(3)

## **1–5. Records management (recordkeeping) requirements**

The records management requirement for all record numbers, associated forms, and reports required by this regulation are addressed in the Records Retention Schedule—Army (RRS–A). Detailed information for all related record numbers, forms, and reports are located in the Army Records Information Management System (ARIMS)/RRS–A at

<https://www.arims.army.mil>. If any record numbers, forms, and reports are not current, addressed, and/or published correctly in ARIMS/RRS–A, see DA Pam 25–403 for guidance.

### **1–6. Payment to Soldiers**

- a.* Scheduled paydays will be per DoD FMR, Volume 7A.
- b.* All payments of entitlements and deductions from military pay appropriations for active duty Soldiers will be made via electronic funds transfer (EFT) through DJMS–AC.
- c.* All payments due the Soldier or deductions due the U.S. Government (USG) identified or prepared after transition will be forwarded to DFAS–IN (see DFAS–IN Reg 37–1) for settlement as applicable.

### **1–7. Payment options**

- a.* Effective 1 October 2022, all Soldiers will be paid twice per month. Soldiers being paid once per month will continue to be paid once per month until the pay period ending 30 September 2022; effective 1 October 2022 all Soldiers who have not changed their election to twice per month will be automatically switched to twice per month. Prior to 1 October 2022, all new pay elections on SF 1199A (Direct Deposit Sign-Up Form) will be for the twice a month option only. Payments will be to the same financial organization.
- b.* Soldiers must use direct deposit (SURE–PAY) to a financial organization upon entering active duty.
- c.* A waiver for SURE–PAY will not be granted when a Soldier is unable to qualify for a traditional checking or savings account. Soldiers are required to use other direct deposit options available such as a Direct Express® Debit Mastercard®. The Direct Express® Debit Mastercard® offers Soldiers a safe and secure way to receive their pay without maintaining a bank account. A description of the card and its features can be found at <https://fiscal.treasury.gov/directexpress/>.

## **Chapter 2 Creditable Service**

### **2–1. Policy provisions**

Basic pay rate is established according to the pay grade and the number of years creditable service a Soldier has completed. Creditable service is determined per this chapter and DoD FMR Volume 7A. Creditable service will be used to establish the Soldier’s pay entry basic date (PEBD) and basic active service date (BASD).

### **2–2. Establishing creditable service**

- a.* All Soldiers ordered to active duty for a period in excess of 179 days or re-entering active duty after a break in service must have a DA Form 1506 completed by their unit active duty career counselor (79S). DA Form 5016 (Chronological Statement of Retirement Points) must be completed and authenticated prior to the submission of DA Form 1506. HRC will complete a DA Form 1506 on Soldiers within the U.S. Army Reserve (USAR) Active Guard Reserve (AGR) Program required for pay purposes, establishment or incorrect PEBD, and when eligible to receive a regular retirement. See appendix B for instructions on completing the form.
- b.* Career counselors or HRC analysts will prepare, verify, and sign DA Form 1506 showing all periods of prior service. Career counselors or HRC analysts verify each period of service shown on DA Form 1506 from all available records. Career counselors or HRC analysts will only use approved documents to verify and compute a Soldier’s creditable service. Appendix B contains a complete list of approved documents to verify periods of creditable service. When the career counselor or HRC analyst can verify the statement of service in this manner, the senior career counselor or HRC team lead will authenticate the DA Form 1506 and upload it to the Soldier’s Army Military Human Resources Record (AMHRR).
- c.* Where there is reason for doubt, or exact dates are not available, the career counselor or HRC analyst will prepare, verify, and sign a DA Form 1506 in accordance with paragraph 2–2*b* and advise the Soldier to apply to the Army Board for Correction of Military Records (ABCMR) to correct the appropriate approved supporting document to justify the missing periods of creditable service. Soldiers may use any document to include, but not limited to, LES or copies of the Soldier’s MMPA to support their request to ABCMR.
- d.* For AGR Soldiers assigned to the USAR AGR Program, upon request for retirement, the HRC Transition Branch or Officer Personnel Action Branch will review DA Form 1506, correct if necessary, and authenticate. This DA Form 1506 is the final “for record” document used at the transition point for retirement.

## 2–3. Service that is creditable

*a. Computing creditable service.* For most Soldiers who enter and serve on active duty without a break in service, the PEBD and BASD is the date the Soldier enters service. However, if there is a break in service, the time between periods of service usually is not included. In addition, there are statutory periods of service in certain components that a Service may not use when computing creditable service dates. Conversely, there are periods of constructive service a Service may use even though the Soldier was not actually serving on active or inactive service. Use this paragraph and DoD FMR, Volume 7A to compute the PEBD and BASD when there is a break in service of any kind or if there is a need to include constructive service for a PEBD computation.

*b. Creditable service periods.* Include active or inactive service in any of the following components without restriction:

- (1) Regular service in the Army, Air Force, Navy, Coast Guard, and Marine Corps.
- (2) Army, Naval, Marine Corps, Air Force, and Coast Guard Reserve.
- (3) Army of the United States (service without specification of a component).
- (4) ARNG.
- (5) Army National Guard of the United States (ARNGUS).
- (6) National Guard.
- (7) National Guard of the United States.
- (8) Air Force of the United States (service without specification of a component).
- (9) Air National Guard.
- (10) Air National Guard of the United States.
- (11) Nurse Corps and Nurse Corps Reserve of the Public Health Service (PHS).
- (12) PHS and Reserve Corps of the PHS.

*c. Other periods of creditable service.* (With restrictions noted in this para and in para 2–4.) Include the following periods of creditable service:

(1) Officer, deck officer, or junior engineer service in the National Oceanic and Atmospheric Administration including similar periods of service in the former Corps of the Environmental Science Services Administration and the U.S. Coast and Geodetic Survey.

(2) Service on a military service retired list, temporary disability retired list, or honorary retired list of any uniformed service or service as a member of the Fleet Reserve or Fleet Marine Corps Reserve.

(3) Any period of service during which a member is entitled to retired, retirement, or retainer pay from any uniformed service.

(4) Service as a cadet or midshipman at a military academy is always creditable service for an enlisted member who is not commissioned. For a prior service member, he or she reverts back to enlisted status to complete his or her enlistment contract. Use the following to determine whether such service is creditable for commissioned and warrant officers or when a Soldier currently serving as an officer has had service as a cadet or midshipman in any of the service academies:

(a) If the Soldier did not hold concurrent enlisted or reserve status or was appointed after 25 June 1956 and had an enlistment contract or period of obligated service that was not terminated, the period is not creditable.

(b) If the Soldier concurrently retained a commission or warrant in the Army or Air Force Reserve or was appointed on or after 1 January 1953 and concurrently retained a commission or warrant in the Naval Reserve the period of service is creditable.

(5) Credit the time when an enlisted Soldier is retained after the expiration of term of service of an Armed Force for medical care or hospitalization for disease or injury incident to service. Do not credit such periods of service if the underlying medical condition requiring medical care or hospitalization was due to the Soldier's misconduct.

(6) Service otherwise creditable that is performed before a Soldier reaches the statutory age for enlistment, unless the enlistment contract was voided or invalidated for fraud.

(7) Active service performed as a temporary member of the U.S. Coast Guard Reserve.

(8) Service terminated by desertion or dishonorable discharge unless the enlistment was fraudulent and was voided for that reason.

(9) Periods of service when a Soldier is detailed to and receiving pay and allowances from any other agency of the United States, even though accrual of military pay and allowances is suspended.

(10) Service as a member of the Army, Navy, or Air Force Reserve Officers' Training Corps (ROTC), provided the Soldier has concurrent Selected Reserve (drilling status) for duty performed on or after 1 August 1979.

(11) Service as an officer, Army field clerk, flight officer, aviation midshipman, or enlisted member of a uniformed service.

(12) Service as an enlisted Soldier in a Reserve Component (RC), including Individual Ready Reserve (IRR) service (inactive and active) under the Delayed Entry Program (DEP), before beginning active duty or an initial period of active duty training (ADT), provided the Reserve enlistment was entered into before 1 January 1985. As of 1 January 1985, the following restrictions went into effect as and when stated:

(a) For enlistments in an RC under 10 USC 12103, including enlistments under a DEP, that were entered into between 1 January 1985, and 28 November 1989, the period served in the RC before beginning active duty or an initial period of ADT is not creditable.

(b) For enlistments entered into on or after 29 November 1989, a period of enlisted service in an RC under 10 USC 12103, including inactive service under a DEP, is creditable service only if the Soldier performs inactive duty training (IDT) before beginning active duty or an initial period of ADT or the service performed as an enlisted Soldier in an RC under 10 USC 513, other than a period of active duty, is not creditable service.

(13) Any period of service which was creditable under any federal statute in effect on 10 January 1962.

*d. Constructive service.*

(1) Some medical and dental officers are entitled to extra credit for longevity purposes to reflect the time spent in medical or dental school. Medical and dental officers must meet one or more of the following criteria to be entitled to the constructive credit:

(a) On or before 15 September 1981, the officer already had the constructive service credit; the credit is not lost if there is a break in service either before or after that date. This includes PHS officers.

(b) On or before 14 September 1981, the individual was enrolled either in the Armed Forces Health Professions Scholarship Program or in the Doctor of Medicine (DOM) program at the Uniformed Services University of the Health Sciences (USUHS), completed that program, and was appointed as a medical or dental officer.

(c) On or before 14 September 1981, the individual was participating in a program that credited years of service and led to an appointment as an officer in the Army, Navy, Air Force, or Marine Corps.

(2) Medical and dental officers who meet the criteria in paragraph 2–3d(1) are entitled to 4 years of constructive service credit. In addition, those medical officers who have completed a medical internship or its equivalent, or who entered military status while serving such an internship, are entitled to a fifth year of constructive service credit.

(3) Where a Soldier is entitled to service credit for a period covered by the constructive credit, reduce the constructive service credit by an amount equal to the actual service credit.

## **2–4. Service not creditable**

*a. General.* Do not use any service that is not listed as creditable service to compute a PEBD or BASD. The following list includes a few types of service that are not creditable:

(1) The time served in an enlistment that is terminated, voided, or invalidated as fraudulent.

(2) The time served as a commissioned officer in the Philippine Army.

(3) The constructive time authorized by the Act of December 28, 1945 (59 Stat. 664), for determining grade and eligibility for promotion.

(4) The period of time a Soldier was on the Emergency Officers' Retired List.

(5) The time an individual was a member of a state, home, or territorial guard.

(6) For commissioned officers, any period of service performed in the ROTC after 12 October 1964 and prior to 1 August 1979, even if the Soldier held concurrent Reserve status.

(7) Time an individual was a member of the inactive National Guard. This does not apply to an individual who was a member of the National Guard Reserve and the National Guard of the United States. Time during which the individual had dual status, enlisted or commissioned, in the inactive National Guard and the National Guard of the United States is creditable.

(8) The time, subsequent to 14 September 1981, a Soldier serves while enrolled in the Armed Forces Health Professions Scholarship and Financial Assistance Programs, or while a DOM student at the USUHS. Use any service creditable on the date of the officer's entry into DOM USUHS to compute the officer's PEBD for longevity purposes while a USUHS student, not to exceed the maximum rate of O–1 pay or, if applicable, the maximum O–1E pay, or the Soldier's former pay grade as outlined in paragraph 3–4.

(9) The time served in an RC before beginning active duty or an initial period of ADT for enlistment in an RC under 10 USC 12103 that was entered into between 1 January 1985 and 28 November 1989.

(10) For enlistments entered into on or after 29 November 1989:

(a) A period of enlisted service in an RC under 10 USC 12103, including inactive service under a DEP, if the Soldier does not perform IDT before beginning active duty or an initial period of ADT; or

(b) Service performed as an enlisted Soldier in an RC under 10 USC 513 other than a period of active duty.

*b. Effect of lost time absence from duty on creditable service.*

(1) *Officers.* Prior to 11 February 1996, a commissioned or warrant officer was entitled to credit for every day in a commissioned or warrant status, without regard to an absence of any kind, whether authorized or unauthorized, and including confinement prior to and during trial. After 10 February 1996, a commissioned or warrant officer may not count the following periods of absence for any purpose other than that of computing length of service for basic pay:

- (a) Desertion.
- (b) Absence from organization, station, or duty for more than 1 day without proper authority, as determined by proper authority.
- (c) Confinement by military or civilian authorities for more than 1 day in connection with a trial, whether before, during, or after the trial.
- (d) The officer's inability for more than 1 day, as determined by competent authority, to perform assigned duties because of the officer's intemperate use of drugs or alcoholic liquor, or because of disease or injury resulting from the officer's misconduct.

(2) *Enlisted Soldiers.* Prior to 11 February 1996, an enlisted Soldier who also held a commission as a Reserve officer is entitled to credit without regard to an absence of any kind, whether authorized or unauthorized, and including confinement prior to and during trial. This includes any absence during which the Soldier was serving on active duty as an enlisted Soldier. An enlisted Soldier, other than outlined in this paragraph may not count the following periods of absence for any purpose:

- (a) Desertion.
- (b) Absence from organization, station, or duty for more than 1 day without proper authority, as determined by proper authority.
- (c) The Soldier's inability for more than 1 day, as determined by competent authority, to perform assigned duties because of the officer's intemperate use of drugs or alcoholic liquor, or because of disease or injury resulting from the Soldier's misconduct.
- (d) Confinement by military or civilian authorities for more than 1 day in connection with a trial, whether before, during, or after the trial.

## **2-5. Computing creditable service**

### *a. Computing a pay entry basic date.*

(1) All PEBD computations start from the date of the Soldier's most recent entry on duty without a break in service. Use the following dates to determine the PEBD for the most recent period of continuous service:

- (a) For enlisted Soldiers, the date of enlistment. See paragraph 2-3 for service under the DEP.
- (b) For officers, the date of acceptance of a commission. The date of acceptance for officers graduating from a military Service academy is the date of graduation.
- (c) For officers entitled to count service as an acting assistant surgeon, intern, or hospital steward in PHS or the Public Health Marine Hospital Service, the date of acceptance of the appointment. Do not count service performed before that date.

(2) After determining the PEBD for the most recent period of continuous service, compute creditable service for all service prior to that date. Use the following to compute periods of creditable service:

- (a) Identify all periods of creditable service based on the Soldier's record.
- (b) List beginning dates of service for each separate period of service, without changing the date. Beginning dates of creditable service never change.
- (c) List ending dates of service for each period of service. If the ending date is the last day of the month and the month ends in a number other than 30, change the day to 30. If the ending date is on the 31st day of the month, change it to 30. If the ending date is February 28 in a non-leap year, change it to February 30 for computation purposes. If the ending day is February 29, change it to February 30 for computation purposes. Do not change February 28 of a leap year to February 30.
- (d) Compute each period of creditable service by subtracting the beginning date of the ending date and add one day to account for the inclusive date of the period. Any period of service is at least one day. If, for example, the Soldier had one day of service on 6 June 2018, the Soldier would receive credit for one day of service.
- (e) If an enlisted Soldier has lost time during the creditable service period, subtract the lost time periods (see para 2-4). Lost time is computed based on the actual numbers of days the Soldier was away. If the Soldier was absent without leave (AWOL) for the entire month of January, the Soldier will have 31 days of lost time. If the Soldier was AWOL for the entire month of February in a non-leap year, the Soldier will have 28 days of lost time. Lost time does not change an officer's PEBD.

(f) Convert each period of creditable service into whole year, months, and days.

1. To determine a Soldier's PEBD:



2. Subtract the total of all periods of creditable service from the beginning date of the Soldier's most recent period of continuous service.

3. For enlisted Soldiers, add all periods of lost time occurring during the most recent most recent period of continuous service. Lost time does not change an officer's PEBD.

4. Convert the results in an actual calendar date. If, for example, the results are 29 February of a non-leap year convert the results to 28 February of the corresponding year.

*b. Computing a basic active service date.*

(1) All BASD computations start from the date of the Soldier's most recent entry on active duty without a break in service. Use the following dates to determine the BASD for the most recent period of continuous active service:

(a) For enlisted Soldiers, the date of enlistment on active duty.

(b) For officers, the date of acceptance of a commission. The date of acceptance for officers graduating from a military Service academy is the date of graduation.

(c) For officers entitled to count service as an acting assistant surgeon, intern, or hospital steward in PHS or the Public Health Marine Hospital Service, the date of acceptance of the appointment. Do not count service performed before that date.

(2) After determining the BASD for the most recent period of continuous active service, use the following to compute the BASD:

(a) Identify all periods of creditable active service based on the Soldier's credible service computation in paragraph 2–3. Active service includes all periods of active duty, ADT, and annual training. If the Soldier has verified active duty periods while serving as a member of the RC, the active duty periods will be converted by totaling the number of active duty days and dividing the results by 360.

(b) Convert each period of service into whole year, months, and days.

(c) If Soldier (enlisted, warrant, or officer) has lost time during the creditable service period, subtract the lost time periods (see para 2–4). Lost time is computed based on the actual numbers of days the Soldier was away without authorization. If the Soldier was AWOL for the entire month of January, the Soldier will have 31 days of lost time. If the Soldier was AWOL for the entire month of February in a non-leap year, the Soldier will have 28 days of lost time. Lost time changes all Soldier's BASD.

(d) Convert each period of creditable service into whole year, months, and days.

## **2–6. Administrative changes to pay entry basic date or basic active service date**

a. The career counselor will process the verified and/or corrected statement with the personnel office; the FO/DMPO will process the transactions necessary to correct the PEBD or BASD. DA Form 1506 will be the substantiating document for the input. In addition, the personnel finance office will upload a copy of the DA Form 1506 to the Soldier's AMHRR. DA Form 1506–1 (Statement of Service for Computation and Length of Service for Pay Purposes (Continuation Sheet)) will be used for the continuation of statement of service.

b. Adjustments to pay will be made by DFAS–IN, based on the FO/DMPO date of correction. DFAS–IN may request a copy of the documentation be forwarded in questionable or difficult cases. In this situation, adjustments will not be made until DFAS–IN receives the requested documents.

c. All pay account changes require a substantiating document to justify and support the change. If the Soldier requests the change, the Soldier must provide the proper KSD for the entitlement impacted by the request. The KSD matrix to identify the appropriate substantiating documents for each entitlement can be viewed at the following link: <https://www.hrc.army.mil/asset/16487>. Any pay account adjustments made by a unit, finance, or personnel office must also include the appropriate substantiating documents and a DA Form 7895 (Military Payroll System Substantiating Document Worksheet). All documents, including DA Form 7895, must be web-uploaded to the integrated Personnel Electronic Records Management System (iPERMS) for inclusion in the AMHRR.

## **Chapter 3 Basic Pay**

### **3–1. Authority**

a. Soldiers are paid per DoD FMR Volume 7A. Also, see AR 612–201.

b. 37 USC prescribes the pay of Soldiers. Soldiers are entitled to receive pay according to their pay grades and years of service if:

(1) On active duty in a pay status.

(2) Not prohibited by law from receiving such pay.

### **3-2. Establishing a pay account**

Pay accounts will be established and maintained on DJMS-AC MMPAs through input coded by:

- a. The FO/DMPO at the Soldier's first duty station for officers and enlisted Soldiers who do not report through a reception center.
- b. The Reception Battalion Automated Support System-Redesigned for Soldiers processing through a reception station.

### **3-3. Advancements/promotions/reductions**

- a. Responsibilities for reporting grade change transactions are outlined in paragraph 1-4.
- b. The personnel work centers office responsible for promotion processing is also responsible for ensuring the promotion is properly reported in the pay system.
- c. Accepted human resources personnel and pay system grade changes generate an officer's master file or enlisted master file and a DJMS-AC transaction as follows:
  - (1) The DFAS-IN, through DJMS, systemically edits, posts, or rejects the system-generated transactions. Accepted message numbers and rejected transactions are transmitted systemically to the originating Bn S1/MPD/personnel work centers for corrective action.
  - (2) On receipt of rejected transactions, the Bn S1/MPD/personnel work centers office researches and attempts to resolve all the discrepancies.
- d. The DMPO will make all necessary adjustments to the Soldier's MMPA when notified that an adjustment is necessary, for a period that is outside immediate access storage (current plus 11 prior processing months). All pay account changes require a substantiating document to justify and support the change. If the Soldier requests the change, the Soldier must provide the proper KSD for the entitlement impacted by the request. The KSD matrix to identify the appropriate substantiating documents for each entitlement can be viewed at the following link: <https://www.hrc.army.mil/asset/16487>. Any pay account adjustments made by a unit, finance, or personnel office must also include the appropriate substantiating documents and a DA Form 7895. All documents, including DA Form 7895, must be web-uploaded to iPERMS for inclusion in the AMHRR.

### **3-4. Special rates of basic pay and executive schedule basic pay caps**

- a. Commissioned officers in pay grades O-1, O-2, or O-3 are entitled to the special rate of pay if the officer has over 4 years of active enlisted and warrant officer service or a combined total of active enlisted and warrant officer service.
- b. The Sergeant Major of the Army, Senior Enlisted Advisor to the Chairman of the Joint Chiefs of Staff, and Senior Enlisted Advisor to the Chief, NGB are authorized a higher rate of basic pay without regard to their year of creditable service for pay in effect during the calendar year.
- c. Basic pay for an O-7 to O-10 is limited by Level II of the Executive Schedule in effect during the calendar year. This includes officers serving as Chairman or Vice Chairman of the Joint Chiefs of Staff; Chief of Staff of the Army; Chief, NGB; or commander of a unified or specified combatant command (as defined in 10 USC 161(c)).
- d. Basic pay for O-6 and below is limited by Level V of the Executive Schedule in effect during the calendar year.

### **3-5. Saved pay and allowances**

- a. An enlisted Soldier or warrant officer who accepts a permanent or temporary appointment as a commissioned or warrant officer in the AC or RC will be paid the greater of the pay and allowance entitled to an enlisted Soldier, warrant officer, or commissioned officer.
- b. Officers are not entitled to saved pay when they vacate their appointment for enlistment or appointment at a lower grade. By law, the restriction does not apply to officers selected to participate in a DOM program at the USUHS or in the Health Professions Scholarship and Financial Assistance Program who have prior active service, including Soldiers who have had a break in service in a pay grade with years of service greater than the rate of an O-1.
- c. When the FO/DMPO processes the transaction to convert an account to a commissioned or warrant officer status, DFAS-IN is notified systemically through the automated case control system that the case is being established. The FO/DMPO will also send a notification email message to DFAS-IN that the case has been established on the MMPA. DFAS-IN will compute the saved pay entitlement and make the appropriate corrections to the MMPA.

### **3-6. Basic pay upon transition and final pay**

- a. The separations clerk will process a separation transaction against the MMPA of all Soldiers transitioning from active duty whether for normal expiration term of service (ETS), retirement, or an early transition. DJMS-AC will suspend the pay of a Soldier upon reaching the ETS reflected on the MMPA but does not separate the account.

*b.* Special emphasis must be given to accounts of Soldiers who transition prior to the ETS on the MMPA. The FO/DMPO must process the separation transaction as soon as possible after notification of the early transition in order to posture the MMPA for the final payment and prevent possible overpayments to the Soldier.

*c.* Soldiers will be paid their full final pay at the date of separation provided the Soldier is not a bonus recipient or is taking 10 days or more transitional leave. This does not apply to inmates, Soldiers being separated before their contracted separation date, Soldiers with open pay issues that will affect their final pay, and Soldiers who do not clear the installation.

*d.* Basic trainees separating from initial entry training with 90 days or less service will be paid their full final pay at the date of separation.

*e.* All retirees and Soldiers with disabilities will receive their full final pay at the date of separation.

## **Chapter 4**

### **Absence from Duty**

#### **4–1. Authority**

The conditions of entitlement and effects on pay and allowances for absences are contained in DoD FMR, Volume 7A. The procedures for requesting, approving, and administering authorized absences are contained in AR 600–8–10 and DA Pam 600–8. Procedures for the administration of unauthorized absences are contained in AR 630–10.

#### **4–2. Leave record**

The MMPA is the official leave record. All leave periods will be posted to the MMPA within 48 hours after the Soldier returns from leave to ensure the MMPA reflects the correct leave balance.

#### **4–3. Unauthorized absences**

Unauthorized absences will adjust pay and allowances, the PEBD and BASD. The S1 will initiate the necessary transaction to adjust the date of separation and ETS date. The S1 will also submit all supporting documents to finance, along with DA Form 4187 (Personnel Action), reflecting the duty status change, allowing other supporting documents to adjust the pay date and total active federal military service date changes for the period of the absence.

#### **4–4. Returned to military control**

*a.* Absentees and deserters returned to military control are authorized full pay and allowances as of their return based on their grade at the time of their unauthorized absence. Soldiers will be returned to full duty or confined. Soldiers placed into confinement after their term of service has expired are not authorized pay and allowances for the period they are confined.

*b.* Soldiers who are not confined are considered to be returned to full duty. Commanders will assign Soldiers to useful and productive duties on a full-time basis consistent with their grade. Placement in the same military occupational specialty (MOS) is not required to achieve full duty status.

*c.* 10 USC 972 requires an enlisted Soldier to make up time lost after being returned to a full duty status, but this will not prevent a commander from pursuing formal charges against the Soldier under the Uniform Code of Military Justice (UCMJ).

*d.* The Soldier's commander will ensure DA Form 1506 is prepared within 48 hours of the Soldier's return to military control to adjust the Soldier's BASD, PEBD, and ETS as appropriate.

#### **4–5. Processing requirements**

The FO/DMPO maintaining the Soldier's pay account will process all transactions required to update the MMPA for all duty status changes. The servicing FO/DMPO will maintain the Soldier's account until the Soldier is transferred by orders to another duty station and will ensure that all transactions affecting the account have been processed prior to the transfer.

#### **4–6. Substantiating documents**

*a.* DA Form 31 (Request and Authority for Leave) is used for reporting leave.

*b.* DA Form 4187 is used for reporting other duty status changes.

*c.* DA Form 1506 is used to adjust the BASD, PEBD, and ETS as appropriate.

*d.* DA Form 7895 is used in addition to all other KSDs.

## **Chapter 5**

### **Waiver of Pay and Allowances**

#### **5–1. Entitlement**

Soldiers are not entitled to military pay and allowances for the same period in which they are in receipt of a pension, retainer pay, disability compensation, or retired pay from the USG by virtue of prior military or other uniformed service. However, applicants for appointment and enlistment, who are otherwise eligible under appointment and enlistment regulations, may elect to receive such benefits and waive their pay and allowances or receive their pay and allowances and waive that portion of such benefits for the days or drill periods for which they receive federal pay and allowances.

#### **5–2. Identification**

DA Form 7894 (Declaration of Retired Pay Benefits Received and Waivers) or VA Form 21–8951–2 (Notice of Waiver of VA Compensation or Pension to Receive Military Pay and Allowances) will be completed by each officer or enlisted Soldier claiming prior federal military service upon entry, or reentry following a break in service, into the any component of the Army.

#### **5–3. Waiver of benefits**

Any officer or enlisted Soldier in receipt of retired benefits identified in paragraph 5–1 will also be required to complete a new DA Form 7894 on 1 October of each year for the fiscal year just beginning, when needed to supplement or change the waiver, or when needed to recover benefits previously waived. Once a declaration of receipt of U.S. Department of Veterans Affairs (VA) benefits has been filed on VA Form 21–8951–2, the annual performance of all IDT and active duty will be reported to the VA. The VA will make necessary adjustments to the Soldier's VA compensation based on the data received.

#### **5–4. Effective period of waiver**

VA waivers filed on VA Form 21–8951–2 remain in effect until superseded by a new form. DA Form 7894 waiver for retired pay remains in effect for the fiscal year indicated therein. No additional retired pay declaration of waiver will be required upon reassignments or transfer of a Soldier during the same fiscal year.

#### **5–5. Commander's annual review of retired pay waiver**

An annual review of the pay account of each Soldier eligible for retired pay who has elected to receive military pay and allowances will be made in October of each year for the prior fiscal year by the Soldier's commander. Necessary adjustments to the waiver will be made by completion of the appropriate sections of the prior fiscal year's DA Form 7894. A listing of each day duty was performed, indicating type of duty (for example, active duty or IDT), will be certified and attached to DA Form 7894 and forwarded with it to the appropriate office.

#### **5–6. Disposition**

*a.* A Soldier receiving a VA disability compensation or pension, or uniformed services retired pay or retainer pay will prepare a VA Form 21–8951–2 or DA Form 7894, based on type of compensation to be waived. The waiver will be verified by the commander or organization personnel officer of the Soldier's unit.

*b.* The original VA Form 21–8951–2 prepared at the time of entry into Army, or a subsequent replacement form, or the original DA Form 7894, for each fiscal year, and the copy showing the annual review for the previous fiscal year will be uploaded the Soldier's AMHRR.

## **Chapter 6**

### **Subsistence Allowances**

#### **6–1. General**

*a.* Basic allowance for subsistence (BAS) is meant to partially offset costs of a Soldier's meals. BAS is not intended to offset the costs of meals for family members. Since 1 January 2002, all enlisted Soldiers, except for those listed in paragraph 6–2, receive full BAS, but pay for their meals (including those provided by the USG or on behalf of the USG).

b. All Army entities subject to the provisions of this regulation are required to inspect their controls over BAS charges for Soldiers who receive government-provided meals. Use the BAS Managers Internal Control Program (MICP) checklist at appendix C of this regulation for this purpose.

c. Report results as part of the commander's annual assurance statement under the Army MICP process. Reviews must be completed annually and results reported via the commands normal MICP process.

d. Commanders will include the meals collection policy into the command inspection program to ensure all subordinate units are processing and submitting the meals collection actions for Soldiers receiving BAS and meals provided by the USG or on behalf of the USG during field training and while attending military institutional training courses.

## **6-2. Basic allowance for subsistence policy provisions**

a. All Soldiers who are entitled to basic pay are entitled to full BAS, except for the following:

- (1) Soldiers attending basic combat training (BCT).
- (2) Soldiers attending initial officer training (Officer Candidate School, Officer Training School) who have no continuous prior enlisted service (active or reserve).
- (3) Soldiers in an excess leave status, according to 37 USC 502(b).
- (4) Soldiers in an AWOL status unless the absence is excused as unavoidable, according to 37 USC 503.
- (5) Soldiers on an approved educational leave of absence not exceeding 2 years, according to 10 USC 708.
- (6) Soldiers without dependents and training for, attending, or participating in Pan American games, Olympic games, or other specifically authorized international amateur sport competitions and the sponsoring agency subsists them during that period, according to 37 USC 420.
- (7) Soldiers serving a court-martial sentence that includes an approved (by the convening authority) forfeiture of pay and allowances, according to 10 USC 857.

b. All Soldiers will pay for any meals received from the USG, or provided on behalf of the USG, while they are also entitled to BAS. Only Soldiers who are subsisted in kind will be furnished meals or rations without being charged. Soldiers assigned to essential station messing (ESM) are not subsisted in kind. Soldiers will only be subsisted in kind when they are not entitled to BAS.

c. Soldiers will pay for all meals with cash tendered to the dining facility, through pay account collection, or by collection/reduction of otherwise entitled subsistence travel per diem (Soldiers ordered to essential unit messing (EUM) have no entitlement to subsistence travel per diem). When payment is made from a pay account, the payment is not considered a deduction from or reduction of the entitled BAS; rather it is a collection for a debt owed to the USG for the meals provided to the Soldier by or on behalf of the USG.

d. The Army will collect the discount meal rate, using pay account collections, from all Soldiers assigned to ESM, EUM, field duty, sea duty, or group travel regardless if the meals are eaten or not. Soldiers who have missed meals certified by their commander or their designee will have their pay account adjusted with a credit for the missed meals. This includes Soldiers who have special diets based on verified medical conditions or religious beliefs.

e. All enlisted Soldiers (except those Soldiers listed in para 6-3a) permanently assigned to live in single government quarters (barracks) are entitled to full BAS and will be assigned to ESM provided there is at least one operational dining facility on the installation. The Army's ESM policy will apply uniformly to all enlisted Soldiers permanently assigned to single government quarters.

f. Enlisted Soldiers assigned to ESM will not have meal charges deducted from their pay when on leave, on permanent change of station (PCS) status, in the hospital, or on temporary duty (TDY) other than TDY to EUM, field duty, sea duty, or group travel.

g. If authorized, enlisted Soldiers not assigned to ESM and officers may use the appropriated fund dining facility on a pay-as-you-go basis at the standard meal rate.

h. The following Soldiers are exempt from ESM and are authorized to mess separately:

- (1) Soldiers in the grade of E-7 and above.
- (2) Soldiers in the grades of E-1 through E-6 (except those Soldiers listed in para 6-2a) who are residing with dependents.
- (3) Soldiers authorized to reside in commercial quarters off post and privatized housing when government quarters are not available.

i. Commanders in the grade of O-5 or above may approve an exception to ESM for Soldiers whose assigned duties require them to be absent from their permanent duty station (PDS) or their assigned duties prevent them from obtaining certain meals from a dining facility. Exceptions to the ESM policy will be on a case-by-case basis only. Commanders will not approve blanket exceptions to the ESM policy. ESM exceptions will only be approved for the affected period.

j. Commanders in the grade of O-5 or above may approve an exception to the ESM policy when all the following conditions are met.

- (1) Soldiers must be in the grades of E-1 through E-6; and
  - (2) Soldier's assigned duties must prevent the Soldier from eating in a dining facility (DoD policy does not allow for an exception to the ESM policy for Soldiers who have special diets or religious beliefs); and
  - (3) Soldier must miss more than 20 percent of his or her meals the USG furnishes on a monthly basis. Soldiers must apply and be approved for at least 20 missed meals for 3 consecutive months before approving a Soldier's request to mess separately.
- k. Commanders in the grade of O-6 or above will review and validate those Soldiers exempted from ESM listed under paragraphs 6-2g and 6-2h prior to the end of each fiscal year. Units will maintain a legible copy of all documents in such a manner that they are readily available for examination by auditors and/or other DA representatives for a period of not less than 6 years and 3 months from the validation date.

### **6-3. Basic allowance for subsistence II**

- a. BAS II is designed to provide a special rate of subsistence for enlisted Soldiers permanently assigned to single government quarters without adequate facilities for food storage or food preparation, and where a government dining is not available and the USG cannot otherwise make meals available.
- b. The payment of BAS II will be applied uniformly for all enlisted Soldiers permanently assigned to single government quarters under similar circumstances at the same installation.
- c. BAS II is not authorized when a dining facility is temporarily closed for less than 14 days.
- d. Soldiers receiving BAS II at their PDS who are hospitalized or performing regular or permissive TDY (including field duty, sea duty, EUM, or group travel) under orders away from the PDS will revert to standard enlisted BAS for the period of absence from the PDS.
- e. Soldiers performing PCS travel (including TDY en route) are entitled to the standard enlisted BAS rate, regardless of the BAS rate authorized at their PDS.
- f. Retroactive approval of BAS II is not authorized. BAS II will be effective based on the approval date of BAS II.
- g. To be eligible for BAS II, Soldiers must meet all the following criteria:
  - (1) Must be an enlisted Soldier entitled to BAS; and
  - (2) Permanently assigned to a duty station without a government dining facility; and
  - (3) Permanently assigned to single (unaccompanied) government quarters without adequate food storage or preparation facilities; and
  - (4) The USG cannot otherwise make meals available.
- h. The senior commander will forward requests for BAS II to DCS, G-1, Compensation and Entitlements Division (DAPE-PRC) for approval/disapproval. Requests should include at a minimum:
  - (1) Number of Soldiers impacted.
  - (2) Detailed characteristics of the single quarters' available food storage or preparation facility.
  - (3) Statement that a government dining facility is not available on the installation.
  - (4) Estimated duration of the requirement for BAS II.

### **6-4. Basic allowance for subsistence-supplemental**

- a. Basic allowance for subsistence-supplemental (BAS-SUP) may be approved by the Secretary of Defense (SECDEF) in conjunction with an assignment to a high-cost duty location or under unique and unusual circumstances. BAS-SUP is designed to provide a special rate of subsistence for Soldiers permanently assigned to high-cost duty locations where a government dining facility is not available and the USG cannot otherwise make meals available.
- b. The payment of BAS-SUP will be applied uniformly for all Soldiers permanently assigned to the high-cost location under similar circumstances at the same installation.
- c. BAS-SUP is only authorized for outside the continental United States (OCONUS) assignment where unique and unusual circumstances exist.
- d. Soldiers receiving BAS-SUP at their PDS who are hospitalized or performing regular or permissive TDY (including field duty, sea duty, EUM, or group travel) under orders away from the PDS will revert to standard BAS for the period of absence from the PDS.
- e. Soldiers performing PCS travel (including TDY en route) are entitled to the standard BAS rate, regardless of the BAS rate authorized at their PDS.
- f. Retroactive approval of BAS-SUP is not authorized. BAS-SUP will be effective based on the approval date of BAS-SUP.
- g. To be eligible for BAS-SUP, Soldiers must meet all the following criteria:
  - (1) Be entitled to BAS; and
  - (2) Permanently be assigned to an OCONUS duty station where unique and unusual circumstances exist; and

- (3) Permanently be assigned to a duty station without a government dining facility; and
- (4) The Government cannot otherwise make affordable meals available.
- h. The senior field grade commander exercising control over the affected Soldiers will forward requests for BAS–SUP to DCS, G–1, Compensation and Entitlements Division (DAPE–PRC) for processing. The most senior general officer in the command to which the affected Soldiers are assigned will act on the request. Packets should include, at a minimum:
  - (1) Number of Soldiers impacted.
  - (2) Detailed characteristics of the unique and unusual circumstances that prevent the USG from providing meals at a reasonably affordable cost.
  - (3) Recommend BAS–SUP rate and a detailed cost breakdown used to justify the recommended BAS–SUP rate.
  - (4) Statement that a government dining facility is not available on the installation.
  - (5) Estimated duration of the requirement for BAS–SUP.

## **6–5. Family subsistence supplemental assistance**

a. The family subsistence supplemental assistance (FSSA) is a benefit designed to provide certain Soldiers who have large families with an additional allowance to help them afford nutritional food for themselves and their families. The FSSA program was restructured to provide a similar U.S. Department of Agriculture Supplemental Nutrition Assistance Program (SNAP) benefit (formerly known as the food stamp program) to those Soldiers serving outside the United States. FSSA is payable at a monthly rate as determined under the guidance provided by the SECDEF, and may not exceed the amount authorized in DoD FMR, Volume 7A. FSSA is a nontaxable allowance payable in addition to, all other pays and allowances.

b. The FSSA allowance is payable to any officer or enlisted Soldier who meets all the following criteria:

- (1) Is serving on active duty and receiving BAS; and
- (2) Has a gross household income, including military together with the income of the rest of the household (if any) of that Soldier that would make the Soldier eligible for assistance under SNAP for a given household size; and
- (3) Has at least one person in the Soldier’s household who is a military dependent; and
- (4) Has applied for and been approved for FSSA; and
- (5) Is serving outside the United States.

c. FSSA is a monthly entitlement payable in whole dollar amounts. It is not payable to any Soldier, otherwise entitled, during periods in a nonpay status.

(1) FSSA is payable in an amount that would bring the Soldier’s household income to 130 percent of the federal poverty line as established by the U.S. Department of Agriculture.

(2) For periods of less than a full month of entitlement, the FSSA is payable at 1/30th of the monthly amount for eligible day served.

(3) If an eligible Soldier is receiving SNAP benefits, the amount of the FSSA entitlement will be equal to the calculated FSSA or the SNAP allotment, whichever is higher, not to exceed the maximum amount authorized.

d. Military income will be counted as follows:

(1) For the FSSA Program, the following sources of revenue will be counted as military income:

(a) Basic pay.

(b) BAS.

(c) BAH or cash equivalent for those who are living in government-provided housing.

(d) Overseas Housing Allowance (OHA). When a Soldier lives in government quarters, the amount of the housing allowance to count as income for them is the OHA ceiling for the local area.

(e) All bonuses. The monthly amount of military income attributable to a bonus will be the amount of the bonus, prorated over the period to which bonus is applicable.

(f) All special and incentive pays except those excluded in this paragraph.

(2) The following sources of revenue will not be counted as military income:

(a) Hostile fire pay (HFP).

(b) Imminent danger pay (IDP).

(c) Continental United States (CONUS) cost of living allowance (COLA).

(d) Overseas COLA.

(e) Family separation allowance (FSA).

(f) All travel and transportation related allowances and entitlements.

e. All applications for FSSA will be processed through the Soldier’s chain of command.

*f.* The Soldier's commander will certify a Soldier's entitlement to FSSA and will forward an approved DD Form 2857 (Family Subsistence Supplemental Allowance Application), with the specific dollar amount stated, to the local DMPO/FO.

*g.* When any of the following events occurs, in order to avoid termination of FSSA, a Soldier receiving FSSA must report the event to the DMPO/FO within 30 days for recertification of FSSA eligibility:

- (1) Soldier's monthly household income increases by \$100 or more.
- (2) Soldier's household size decreases.
- (3) Soldier is promoted. The certification ends the day prior to the effective date of promotion.
- (4) Soldier executes a PCS move. The certification ends the day prior to the date the Soldier officially reports for duty at the new duty station.
- (5) Annually on February 1.

*h.* Recertification must be completed in 30 days or less, before or after one of the events listed in paragraph 6–5, to maintain continuous qualification for the FSSA Program.

*i.* The effective date of recertification will be the day following the last day of the previous certification period.

*j.* If during recertification it is determined that the Soldier's gross household income increased by an amount greater than \$100 more than 30 days prior to reapplication, the difference between the amount of the current entitlement and the amount being recertified (if less) will be recouped back to the date the income exceeded \$100 through the effective date of the recertification.

*k.* When a Soldier's eligibility is not timely recertified, eligibility for FSSA will be lost and the date for termination of the entitlement will be the date of the event requiring recertification. An untimely recertification will be treated as an initial application.

## **Chapter 7**

### **Housing Allowances**

#### **Section I**

#### **Basic Allowance for Housing**

##### **7–1. Policy provisions**

Except as otherwise provided by 37 USC 403, BAH was created to provide a Soldier with a monthly allowance for housing. Conditions of entitlements and rates payable for BAH are contained in DoD FMR, Volume 7A.

##### **7–2. General provisions**

*a.* BAH is a housing allowance based on the market price of rental housing in the civilian market. BAH distinguishes between “with dependents” and “without dependents,” not the number of dependents. BAH compensation is based on duty station and is fixed, regardless where the Soldier may choose to live. As an exception, an RC member called or ordered to active duty for other than training for 181 or more days, whose orders do not authorize household goods (HHG) transportation for a PCS, are not paid BAH based on duty station, but rather, their primary residence.

*b.* BAH is payable to Soldiers on active duty and will vary according to grade in which serving or appointed for basic pay purposes, dependency status, and the PDS assigned. BAH enables Soldiers to live off-base and is intended to pay only a portion of housing costs. A Soldier's actual expense may be high or lower based on their choice of housing and where they live. DA Form 5960 (Authorization to Start, Stop, or Change Basic Allowance for Quarters (BAQ) and/or Variable Housing Allowance (VHA)) is used to start, stop, or change BAH and/or variable housing allowance. DA Form 5960 is not required when Soldiers in-process at a new duty station; PCS orders can be used.

*c.* A Soldier is authorized a housing allowance for a child for whom the Soldier is paying child support if all the following conditions are met:

- (1) The Soldier is required to support a child in the custody of a former spouse.
- (2) He or she is married to another Soldier with children born of this marriage.
- (3) The Soldier lives in family-type government quarters with the Soldier's spouse and children.
- (4) The Soldier is assigned to PCS to a different PDS outside commuting distance.
- (5) The Soldier's current spouse, who is also a Soldier, and children remain in government quarters.
- (6) The government quarters assignment is in or transferred to the remaining Soldier's name.

*d.* All pay account changes require a substantiating document to justify and support the change. If the Soldier requests the change, the Soldier must provide the proper KSD for the entitlement impacted by the request. The KSD matrix to identify the appropriate substantiating documents for each entitlement can be viewed at the following link:



<https://www.hrc.army.mil/asset/16487>. Any pay account adjustments made by a unit, finance, or personnel office must also include the appropriate substantiating documents and DA Form 7895. All documents, including DA Form 7895, must be web-uploaded to iPERMS for inclusion in the AMHRR.

### **7–3. Dependents**

a. A dependent is defined as the Soldier's legal spouse, minor children, or unmarried dependents over the age of 21 and under the age of 23 if attending college, for whom the Soldier provides support.

b. A Soldier's parent is considered a dependent for the purpose of BAH if the Soldier provides more than half of the parent's support. The parent's income must be less than one-half of the parent's living expenses. Unliquidated capital assets are not considered income.

c. A Soldier is not authorized BAH in the following circumstances:

- (1) No longer supporting dependent.
- (2) Soldier is paying alimony to a former spouse.
- (3) Dependent is missing.
- (4) The dependent is an active duty Servicemember.
- (5) The Soldier does not have legal or physical custody of a minor dependent.
- (6) The Soldier lives in family-type government housing with the dependent.
- (7) The dependent is in a penal or correctional institute for more than 5 years and/or the Soldier has been relieved of support.

### **7–4. Soldier married to another Servicemember**

a. *Basic allowance for housing or overseas housing allowance at the with dependent rate.* When a Soldier and Servicemember have a dependent, the Soldier must choose which one will receive BAH or OHA at the with dependent rate. If they cannot agree, then the senior Soldier receives the with dependent rate. The Soldier may elect to transfer BAH authorization from one Soldier to the other for any reason. Changes are effective as of the election date and may not be applied retroactively.

b. *Dependents.* A Soldier's parents or a child born of the marriage of the Soldier and other Servicemember, or adopted by them, is within the same class of dependents.

c. *Family-type quarters.* When a Soldier is married to another Servicemember and they jointly occupy family-type government quarters, neither is authorized BAH or OHA, even if a dependent resides in the quarters.

d. *Same or adjacent military installations.*

(1) Both the Soldier and Servicemember spouse are considered to be stationed at the same or adjacent bases when they commute on a regular basis regardless of distance.

(2) Each Soldier is usually authorized BAH or OHA at the without dependent rate when family-type quarters are not assigned.

(3) Both the Soldier and Servicemember spouse are authorized BAH or OHA at the same or adjacent military installation and are then separated geographically by orders; the Soldier remaining at the old PDS ordinarily is authorized BAH or OHA continuation regardless of the availability of adequate single quarters.

e. *Without dependent.* When neither the Soldier nor the Servicemember spouse has other dependents and both are prevented by distance from living together, each is usually treated as without a dependent for BAH or OHA.

f. *Separate households.* When Soldier and Servicemember spouse maintain separate households at or in the area of their PDS or PDSs, each is individually authorized BAH or OHA. Only one Soldier may receive BAH or OHA at the with dependent rate. When both Soldiers no longer share a common residence due to military orders, their authorization for increased allowance or assignment to government quarters should be determined separately without regard to the rule that all dependents of Soldiers are in the same class for the purpose of determining housing allowance authorizations. Each Soldier is required to have physical custody of a dependent if both Soldiers are claiming a housing allowance authorization at the with dependent rate.

g. *Child from a prior marriage or the Soldier's child born out of wedlock.* The Soldier is authorized housing allowance if the Soldier contributes to the dependent's support and the support is at least equal to the applicable basic allowance for housing differential (BAH-DIFF). This includes the Soldier authorized BAH-DIFF if they are assigned to single-type government quarters when the child is in the physical custody of another person. See paragraph 7–9 for BAH-DIFF.

## **7-5. Child living with Soldier's former or estranged spouse**

*a. Assigned to family government quarters.* When the Soldier with custody of the child is assigned to, or occupies, adequate family-type government quarters with the child while receiving child support, the Soldier paying child support is not authorized a housing allowance for the child.

*b. Former or estranged spouse in family government quarters visits Soldier.* When a child who normally resides in family government quarters with a Soldier's former or estranged spouse who is the custodial parent visits the Soldier in a private sector residence for 91 or more days, the visit is considered nontemporary. The Soldier is authorized a housing allowance for the child from the first day of the visit.

## **7-6. Dependent custody effects on housing allowances**

*a. Divorce or legal separation.* When a divorced or separation occurs, or a decree or agreement was amended, and the divorced or separated parents are both Soldiers not assigned to family-type government quarters the following rules apply:

(1) The custodial parent is authorized a housing allowance for the child, regardless of the child support amount received by the Soldier. In addition to the court order, a separate notarized agreement between the Soldier and the noncustodial Soldier must be provided for the noncustodial Soldier to receive a housing allowance for the child.

(2) When both Soldiers have legal and physical custody of one or more of the children of the marriage, each Soldier is authorized a housing allowance for the children in their individual physical custody, regardless of child support payments from one Soldier to the other.

(3) When the child of marriage is in a third party's custody, only one Soldier is authorized a housing allowance. The senior Soldier is authorized a housing allowance for the child when the two Soldiers do not agree on which person claims the authorization. If the Soldiers are of equal rank, date of rank determines the entitlement.

(4) In joint legal custody cases, when physical custody changes from one parent to another, each parent is authorized a housing allowance for the child during those periods the child is actually in that parent's physical custody.

(5) When a noncustodial Soldier pays child support to the custodial parent who also has another dependent who makes the Soldier eligible for housing allowance, there is a presumption that the custodial parent's authorization is based on the dependent other than the child of marriage. The housing allowance authorization for the custodial and noncustodial parents is determined individually.

(6) When the dependent is no longer in one class, the housing allowance authorization for the custodial and noncustodial parents is determined individually. For example, if the noncustodial parent pays child support to a nonactive duty parent for a child from a previous marriage or non-marriage relationship, the noncustodial parent may qualify for a housing allowance based solely on the basis of the Soldier's child support for the child.

*b. Voluntary support payments.* Voluntary support payments must not be considered to determine housing allowance authorization unless there is a mutual agreement between the Soldier parents that the custodial Soldier parent accepts the support payments.

*c. Single Soldiers requesting basic allowance for housing differential.* Single Soldiers who are requesting to receive BAH-DIFF and/or BAH/OHA at the with dependent rate based on a dependent child are required to be the custodial parent by having legal and physical custody or by paying monthly child support to the custodial parent in at least the BAH-DIFF amount for the Soldier's grade. For housing allowance purposes, legal custody is defined as having a court order awarding the Soldier the custodial parent. Physical custody is defined as the child living in the same residence as the Soldier on a nontemporary basis for a period of at least 90 consecutive days.

*d. Single Soldiers who occupy a residence with their dependent child(ren).* Adopted child(ren), illegitimate child(ren), and/or stepchild(ren) may be authorized to receive a with dependent housing allowance. The Soldier must show proof of parentage and either submit court documents awarding the Soldier legal and physical custody of at least 90 consecutive days or provide proof of support.

*e. Proof of parentage.* Soldiers are required to be identified on the birth certificate. A properly certified DNA test or court declaration establishing proof of parentage are also acceptable if no birth certificate is available.

*f. Proof of support.* When paying monthly child support, a cancelled check, money order, electronic fund transfer (EFT), voluntary allotment, and involuntary allotment are acceptable as proof of support. EFT payments made via bank account deduction or PayPal account is also acceptable. However, all transactions must be payable to the custodial parent monthly. The amount of support must be in an amount that is at least the current BAH-DIFF based on the Soldier's grade. In child support payment cases, a joint bank account or letter signed by the custodial parent attesting to support payments are not acceptable as proof of support. Soldiers are not authorized a housing allowance on behalf of the dependent for payments less than the BAH-DIFF.

### **7-7. Rate protection**

Upon arrival at new duty station, rate protection applies. If the Soldier's BAH rate is less than the previous year, the Soldier receives at least the same amount of BAH as the previous year. The Soldier receives at least the same amount of BAH as the previous year, provided the Soldier's duty location, rank, and dependency status stay the same.

- a. If the BAH rate increases, the Soldier will receive the high BAH rate as long as eligibility is uninterrupted.
- b. If the Soldier is promoted and is in a location where the current BAH rate for a new grade is lower than the BAH amount received before, he or she continues to receive the high BAH amount.

### **7-8. Partial housing allowance**

There are several situations in which a Soldier might be entitled to partial housing allowance (BAH-Partial); for a full list of situations, see DoD FMR Volume 7A. At minimum, BAH-Partial is authorized for:

- a. A soldier in grade E-6 or below without a dependent who is offered an assignment of adequate Government quarters, or is assigned Government quarters but elects not to occupy such quarters and resides in private quarters at own expense.
- b. A Soldier married to another Servicemember, with no additional dependents, and living in government quarters.
- c. A Soldier without a dependent, living in government quarters, who is confined to or is ordered to PCS to a guardhouse, brig, or correctional facility (unless forfeiture of allowances was directed).

### **7-9. Basic allowance for housing differential**

Soldiers who do not have court decreed primary legal and physical custody of their children generally receive BAH-DIFF, which is the difference between with and without dependent nonlocality BAH rate in a given calendar year. A Soldier who is paying child support and residing in single-type government housing is authorized BAH-DIFF, providing the amount of child support is greater than or equal to the BAH-DIFF amount for the Soldier's pay grade. A Soldier must be able to demonstrate that they contribute no less than the applicable BAH-DIFF rate to retain the allowance, but it is not required for a legal document to state support or responsibility to support in order to be eligible for BAH-DIFF.

### **7-10. Unaccompanied tours**

Soldiers who elect to leave their Family at the losing duty station or relocate their Family to a designated place CONUS are generally authorized BAH at the with dependent rate. If the Family does not relocate, then BAH remains tied to the rate of the last duty station. It does not revert to the dependents actual zip code unless they relocate. If dependents relocate to a designated location during the transition period of the PCS, then the effective date of BAH for that locality will be the Soldiers date of arrival.

## **Section II**

### **Overseas Housing Allowance**

#### **7-11. Overseas housing allowance**

a. OHA is a monthly allowance paid to a Soldier assigned to an OCONUS PDS authorized to live in private housing. OHA is a cost reimbursement for rent and recurring maintenance and utility expenses. Move-in housing allowance (MIHA) is a one-time lump sum payment used to defray the costs of moving in. For more on MIHA see paragraph 8-27. DD Form 2367 (Individual Overseas Housing Allowance (OHA) Report) is used to authorize start, stop, or change OHA.

b. OHA is paid in lieu of BAH at OCONUS locations for Soldiers authorized to reside in off-post housing. OHA is limited to the maximum OHA rate for each locality and grade.

c. Additional unique OHA payments are allowed in specific locations at specific times. See DoD FMR, Volume 7A, chapter 26 for specifics. For special situations and questions email [usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil](mailto:usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil).

#### **7-12. Overseas housing allowance rent**

a. The rent amount stated in the lease or other written document between the landlord and tenant is used for computing OHA. Condominium fees or homeowners' association fees are incorporated into the monthly rent cost for OHA. Parking cost is not typically included, except as defined in DoD FMR Volume 7A.

b. To calculate rent for a home that is purchased by the Soldier, divide the actual purchase price by 120. Settlement costs, legal fees, and other related costs are not included. Personal installment-type loans and/or home equity loans for renovation or repair are added to the actual purchasing price before determining rent for OHA.

c. If the dwelling owned by the Soldier is a multiple-family home, the allowance is based on the percentage of square footage occupied by the Soldier and Family member(s). The allowance equals the purchase price multiplied by that percentage and divided by 120.

d. If the dwelling is inherited or otherwise obtained without purchasing, the purchase price is \$0, and the Soldier is not authorized rent OHA. Utility and recurring maintenance allowance is authorized in accordance with paragraph 7A3.

### **7-13. Overseas housing allowance utility and recurring maintenance**

OHA utility and recurring maintenance is authorized for Soldiers whose rent does not include utilities or for Soldiers who are the homeowner. For a Soldier without a dependent, OHA utility and recurring maintenance is paid at 75 percent of the with dependent rate. If the rent covers some of the utilities, OHA utility and recurring maintenance is paid on a percentage basis. The percentage is based on the climate code utility point score. For information on locality climate code and utility points see DoD FMR, Volume 7A, chapter 26.

### **7-14. Noncustodial parents with no additional dependent**

Single Soldiers residing off post and paying child support will only receive the with dependent utility allowance for OHA in lieu of BAH-DIFF.

## **Section III**

### **Family Separation Housing Allowance**

#### **7-15. Eligibility**

A Soldier is authorized family separation housing (FSH) for added housing expenses due to separation from a dependent. The separation must be due to the Soldier's assignment to an unaccompanied or dependent-restricted tour or a CONUS PDS to which concurrent travel has been denied. The following conditions must be met:

- a. Dependent transportation is not authorized at government expense.
- b. Dependent does not reside in the vicinity of the PDS.
- c. Government quarters are not available for the Soldier.

#### **7-16. Family separation housing-B**

FSH-B is authorized for Alaska, Hawaii, and CONUS PDS locations for which concurrent travel is not authorized. FSH-B is paid monthly. The amount authorized is equal to the without dependent BAH rate based on Soldier's grade and location.

#### **7-17. Family separation housing-O**

FSH-O is payable for a PDS outside the United States. It is paid monthly. The amount authorized is based on the without dependent OHA rate based on Soldier's grade and location.

#### **7-18. Annual basic allowance for housing recertification and supporting documents**

a. As part of the annual iPERMS personnel records review, Soldiers are required to recertify their entitlement to BAH annually by completing a new DA Form 5960. Upload the new DA Form 5960 and KSDs to iPERMS.

b. Recertification will occur in conjunction with DD Form 93 (Record of Emergency Data) annual recertification.

c. A recertification is required when life changing events such as marriage, divorce, birth of a child, or other changes in dependent status occur.

d. Requirements for recertifying BAH are as follows:

(1) DA Form 5960 will be signed by the Soldier and certified by the company level commander, attesting to reviewing the supporting document(s) for BAH and the accuracy of the information on the form. Commanders may delegate, in writing, the certification to the first commissioned officer in the Soldier's chain of command.

(2) The supporting human resources specialist will query iPERMS to ensure there is a current promotion or demotion order, current PCS order, and applicable dependent documents in the record.

(3) Soldiers are required to provide proof of support in accordance with the Joint Travel Regulation (JTR) when the recertification is in conjunction with a record review and the address in block 5 of DA Form 5960 when compared

to the address of the dependent(s) in block 10 indicates the dependents do not reside with the Soldier. In such cases, Soldiers will provide proof of support for all prior months the dependent(s) did not live in the same residence. Proof of support can be a joint bank account, an allotment, cancelled checks, evidence of a wire transfer in the dependent's name, or a divorce decree with court ordered child support (see para 13–3 for child support payment cases). Refer questionable cases to DCS, G–1.

*e.* Soldiers who fail to provide support to a dependent on whose behalf a housing allowance is received is not authorized a with dependent housing allowance. The HRO conducting the record review will initiate recoupment actions for nonsupport for inadequate support periods.

*f.* The servicing human resources specialist will identify and collect any missing documents, including the newly certified DA Form 5960, from the Soldier for immediate upload to iPERMS.

*g.* Commanders will establish routine procedures to ensure accurate and complete record reviews are completed for all in-processing Soldiers in accordance with AR 600–8–104.

*h.* Requirements for capturing dependent documents in iPERMS for Soldiers receiving BAH at the with dependent rate or BAH–DIFF are as follows:

(1) Commanders will ensure any Soldier receiving BAH at the with dependent rate or BAH–DIFF have the required dependent documents in iPERMS.

(2) Commanders will use the UCFR and unit commander's pay management report, as applicable, to identify and track all Soldiers receiving BAH at the with dependent rate or BAH–DIFF.

(3) RC commanders will also incorporate a review of dependent information from the Standard Installation and Division Personnel Reporting System–ARNG, and the Total Army Personnel Database–Reserve to ensure identification of all Soldiers eligible for BAH at the with dependent rate or BAH–DIFF.

(4) Query iPERMS to ensure any Soldier entitled to BAH at the with dependent rate or BAH–DIFF has all required dependent documents. Dependent documents include:

(a) Marriage license (spouse).

(b) Birth certificates (children).

(c) Child support orders/agreements.

(d) Divorce decrees.

(e) Secondary dependency approval.

(5) Commanders will query iPERMS to ensure current promotion or demotion orders, PCS orders, and a certified DA Form 5960 are in the record.

*i.* Soldiers will provide any identified missing documents to their supporting human resources specialist for immediate upload to iPERMS. Soldiers who do not have a current DA Form 5960 in iPERMS will certify their BAH by completing DA Form 5960. The form will be signed by the Soldier and certified by the company level commander, attesting to reviewing the supporting document(s) for BAH and the accuracy of the information on the form. Commanders may delegate, in writing, the certification to the first commissioned officer in the Soldier's chain of command.

*j.* Soldiers in a combat zone (CZ) may be exempted from the recertification requirement by their commander. However, the recertification must be completed no later than 60 calendar days after returning from post deployment leave.

*k.* Soldiers receiving BAH on behalf of a secondary dependent must upload the approval memorandum from DFAS or an approval memorandum from their company level commander, verifying the review of the Soldier's approval in the DFAS secondary dependency claims online system, and the date DFAS approved the claim.

*l.* Soldiers missing the required dependent documents in iPERMS at the conclusion of the twelfth month will have their BAH with dependent rate reduced to the without dependent rate. Soldiers receiving the BAH–DIFF rate will be reduced to the BAH–Partial rate. The reduced amount will continue until the missing required documents, to include a new DA Form 5960, have been uploaded to iPERMS.

## **7–19. Housing allowance location rate**

*a.* Except as otherwise provided by law, a housing allowance is based on the Soldier's PDS. However, a Secretarial waiver may be considered when it is determined that a Soldier's assignment to a duty station, or the circumstances of that assignment, requires a dependent to reside separately. In this case, approval of a housing allowance based on the dependent's location or old PDS.

*b.* The Secretarial waiver process is used to determine reasons for a BAH or OHA waiver. The purpose of the Secretarial waiver program is to stabilize the Soldier's dependents for a relatively short period of time when circumstances require dependents to reside separately. Moreover, the program is intended to provide temporary assistance to Soldiers and their families to ease the transition of a PCS move to the new PDS in CONUS or OCONUS.

c. The waiver program applies to active duty Title 10 and Title 32 Soldiers authorized BAH, OHA, or COLA at the with dependent rate. Dependents must reside with the Soldier at the previous duty station prior to departing on PCS or at a government-approved designated location.

d. To be eligible for consideration of a waiver, a Soldier's dependents must reside with them prior to PCS unless the member is serving an unaccompanied tour. The dependents must continue to reside at the previous duty station or government-approved designated place. Previous duty station is defined as the location of the last duty station in which shipment of HHG at government expense was authorized. Designated place is defined as the location to which the USG authorized movement of dependents in accordance with the JTR.

## **7–20. Secretarial waiver process**

a. The following circumstances qualify for consideration of a Secretarial waiver:

(1) *Low/no cost permanent change of station.* Soldiers who request a waiver under this category must be reassigned under a low cost or no cost PCS. Soldiers may continue to receive the higher BAH rate when the assignment orders authorize a no/low cost move and shipment of HHG and movement of dependents are not authorized, the movement designator code in the order identifies a low/no cost move, and the member established the residence while assigned to the previous duty station. Soldiers must have made their housing decision based on the previous assignment, must not move HHG or dependents during the waiver period, and must continue to commute from the same residence. Supporting documentation such as the closing disclosure, U.S. Department of Housing and Urban Development settlement statement, or the original lease agreement must be submitted.

(2) *Professional military education or training.* Soldiers may request a waiver while attending a professional military education (PME) or training course. However, PME or training courses may not exceed 12 months in length. Waivers are authorized for BAH locations only. Soldiers must be PCSing from one duty station in the United States to a PME or training course located in the United States, including Alaska and Hawaii. The PCS order must state the course title, start date, and end date. This includes all Reserve, ARNG, and AGR requesting BAH waivers. Other active duty Soldiers apply for BAH waivers by submitting their requests to the Human Resources Command, Fort Knox. Enlisted only use email [usarmy.knox.hrc.mbx.epmd-psabbranch@mail.mil](mailto:usarmy.knox.hrc.mbx.epmd-psabbranch@mail.mil). Officers only use email [usarmy.knox.hrc.mbx.opmd-opd-pcs-policy@mail.mil](mailto:usarmy.knox.hrc.mbx.opmd-opd-pcs-policy@mail.mil).

(3) *Deployment.* Soldiers who receive PCS orders to units deploying within 12 months of their arrival to the new PDS, including individual Worldwide Individual Augmentation System (WIAS) taskers, may be considered. Soldiers must deploy within 12 months of arrival to the unit. Waivers will be considered for single Soldiers returning from an overseas assignment who must activate their command-approved family care plan or relocate their family to the home of record due to the Soldier's assignment to a unit that is scheduled to deploy within 12 months of their arrival to the duty station. A copy of the individual deployment order or a memo signed by a field grade officer at the gaining command verifying the Soldier's deployment month, year, and deployment period must accompany the Soldier's request.

(4) *Dependent education.* Soldiers who have dependents in educational programs they do not wish to disrupt may be considered. Under this category, dependent children will be considered in order to allow them to complete the current grade school year, or junior and senior high school graduation requirements. Dependent spouses will be considered in order to allow them to complete their current paid school term. A signed letter from the educational institution verifying enrollment, end of school year, and the anticipated graduation date must accompany the request.

(5) *Spouse employment.* Spouses who require a temporary delay to travel to the new duty station due to contractual obligation, professional license reciprocity agreements, or other circumstances that may cause additional financial penalties due to early termination, may be considered. Soldiers requesting a waiver due to contractual obligation, professional license reciprocity agreements, or other circumstances that may cause additional financial penalties due to early termination of employment must verify that spouses have attempted to secure employment at the new duty station via spouse preference or other employment programs supported by the Army and DoD, such as Military Onesource. A letter substantiating employment from the employer must accompany the request. Waivers for employment initiated or continued after the Soldier receives PCS orders to the new duty station will not be considered.

(6) *Exceptional Family Member Program or medical considerations.* Soldiers who have dependents with exceptional needs or medical considerations that warrant leaving them at the previous duty station location temporarily due to continuity of care or services that cannot readily be provided may be considered. Dependents must be enrolled in the Exceptional Family Member Program (EFMP), if required. EFMP considerations must include a letter from the gaining station's EFMP coordinator verifying the medical necessity of remaining at the previous duty station. Other medical considerations must include a letter from competent military medical authority addressing continuity of care and must be temporary in nature.

(7) *Advance travel of dependents.* Soldiers who have dependents and receive PCS, separation, or retirement orders and desire to relocate them from the previous duty station or designated place to the PCS, separation, or retirement location in advance of the Soldier reporting to the next duty station or arriving at the separation or retirement location may be considered. The PCS, separation, or retirement location must be stated in the order.

(8) *Acquired dependent.* Soldiers who acquire a dependent through marriage, birth, or adoption after reporting to the new duty station that is not authorized to travel to the duty location at government expense and wishes to receive a housing allowance at the dependent's residence location rather than the duty station may be considered. A valid marriage certificate, birth certificate, or adoption order must accompany the request.

(9) *Soldiers assigned to Korea.* Soldiers assigned to Dongducheon and Uijungbu, Korea (Area I) on a 2-year, accompanied, command-sponsored tour serving in a non-key billet, who elect to bring their dependents with them, may be authorized OHA for other than the Soldier's PDS. The command must certify that the member's dependents have a legitimate OHA lease for an area in Korea other than Dongducheon and Uijungbu (Area I) and are not residing at Soldier's PDS. A copy of the lease agreement and certified DD Form 2367 must accompany the request.

(10) *Cost of living allowance only waivers.* Soldiers who desire to continue to receive COLA for the old duty station when the dependents remain there because of the Soldier's TDY or unaccompanied/dependent-restricted tour, including Soldiers participating in the Homebase Advance Assignment Program. Station allowances for approved waivers in OCONUS locations, such as temporary lodging allowance (TLA), are authorized without separate action.

b. Soldiers must agree to limited PCS entitlements to include: shipment of authorized unaccompanied baggage weight allowance (O-1 through O-3 = 600 pounds, O-4 through O-6 = 800 pounds, O-7 through O-10 = 1,000 pounds, warrant = 600 pounds, and enlisted = 500 pounds) to include professional books, papers, and equipment; limited dislocation allowance (DLA), temporary lodging expense (TLE), and per diem at the without dependent rate, if authorized; and shipment of privately-owned vehicle at government expense (Hawaii and Alaska only).

c. Soldiers do not lose their PCS entitlements under the waiver program. However, waivers approved under this guidance become void when Soldier executes any portion of PCS entitlements either before or during the waiver period. The Soldier's housing allowance will then be based on the PDS.

d. An approved waiver does not entitle Soldiers to any additional allowances, such as FSA or FSH. Soldiers must be eligible to receive FSA and FSH based on the circumstances of the assignment.

e. To request an exception, Soldiers may submit requests electronically to [usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil](mailto:usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil). Address mailed requests to Office of the Deputy Chief of Staff, G-1 (DAPE-PRC), 300 Army Pentagon, Washington, DC 20310-0300.

f. The following documents must be included in the emailed waiver request packet in PDF format:

- (1) A signed memorandum from the Soldier requesting the waiver with a stated reason.
- (2) PCS order assigning the Soldier to the new PDS. Requests for orders are not acceptable.
- (3) PCS order assigning the Soldier to the old PDS. Requests for orders are not acceptable.
- (4) Supporting documentation based on the category to be considered in accordance with paragraphs 7-20a(1) through 7-20a(10).
- (5) Current LES.
- (6) Other supporting documentation as required by DCS, G-1.

g. Enlisted Soldiers below the grade of E-7 or officers below the grade of O-4 must have their requests endorsed with a signature by the first field grade officer in their chain of command.

h. Requests must include a contact phone number, fax number, email address, and mailing address when sending correspondence. Notification of approval/disapproval will be sent via electronic mail to the Soldier's global email address.

i. Soldiers must provide a copy of their approved waiver to their servicing finance office.

j. Waivers approved under this authority are effective the date requests are received at DCS, G-1 or the date the waiver is approved. Waivers will expire as specified in the approval memo. Waivers may be extended on a case-by-case basis based on the merits of the request.

## **7-21. Secretarial waiver authority delegation of authority**

The CG, HRC is delegated the authority to approve PME waivers for active duty Soldiers in accordance with the policy set forth in paragraph 7-20. However, the authority may not be delegated below the grade of O-6. Requests for Secretarial waivers must be sent to DCS, G-1 via email at [usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil](mailto:usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil).

## **Chapter 8**

### **Station Allowances**

#### **Section I**

#### **Continental United States Cost of Living Allowance**

##### **8–1. Eligibility**

A Soldier is eligible for CONUS COLA under the following minimum conditions, additional conditions can be found in DoD FMR 7A:

- a.* A Soldier is assigned to a high-cost area of the CONUS as defined by the Under Secretary of Defense for Personnel and Readiness.
- b.* A Soldier's primary dependent is residing in a high-cost area of the CONUS.
- c.* For a Soldier who is married to another active duty Servicemember, each will receive the CONUS COLA at the without dependent rate.
- d.* An RC Soldier is authorized CONUS COLA if the active duty orders are for a period of 140 days or more or in support of a contingency operation.

##### **8–2. Continental United States cost of living allowance rates**

- a.* CONUS COLA rates are based on the Soldier's PDS or the primary dependent's location. The CONUS COLA rate does not change when the Soldier is on leave or during all periods of TDY including periods of field duty.
- b.* CONUS COLA rate begins on the day the Soldier reports to the new PDS and ends the day before reporting to the next PDS. The CONUS COLA rate applicable to the location of the primary dependent starts on the day the dependent arrives or the date of report, whichever is later.
- c.* CONUS COLA is paid during separation or retirement based on one of the following:
  - (1) The last PDS.
  - (2) The primary dependent's location immediately before separation.
  - (3) The CONUS processing station for a Soldier who separates in the CONUS from an OCONUS PDS.

##### **8–3. Dependent circumstances**

- a.* A Soldier is authorized CONUS COLA at the without dependent rate if they are receiving with dependent BAH solely due to payment of child support.
- b.* A Soldier who has physical custody, but not legal custody, of a child is authorized with dependent CONUS COLA if the Soldier is authorized to receive BAH and physical custody will be maintained for at least 90 consecutive days. Breaks of 5 days or less are not an interruption of the 90 consecutive days.
- c.* A dependent may visit the Soldier for 90 days or less without changes to the CONUS COLA rate. Change in rate goes into effect on the 91st day.

##### **8–4. Unusual circumstances**

- a.* A Soldier in missing status will continue to receive CONUS COLA based on either their PDS (before they were missing) or their dependent's location.
- b.* Soldiers in confinement will receive the same CONUS COLA authorized as before confinement if they are authorized allowances.
- c.* If a Soldier has a prolonged hospitalization, the hospital becomes the PDS for CONUS COLA rates.
- d.* For additional questions or special circumstances, please email [usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil](mailto:usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil).

##### **8–5. Situations requiring Secretarial waiver process**

The Secretarial waiver process is defined in paragraph 7–20. The following situations require the Secretarial waiver process:

- a.* Primary dependent does not reside at the PDS in the CONUS.
- b.* Concurrent payment of OCONUS and CONUS COLA.
- c.* CONUS COLA based on old PDS.
- d.* Extensions or waivers to the 60-day rule for the primary dependent arriving at the PDS.
- e.* See DoD FMR, Volume 7A for additional tables on dependent travel. See paragraph 7–20 for requesting a waiver through the Secretarial waiver process.



## Section II

### Other than Continental United States Cost of Living Allowance

#### 8-6. Purpose and definitions

- a.* OCONUS COLA equalizes purchasing power for Soldiers stationed overseas. OCONUS COLA is a nontaxable allowance.
- b.* For purposes of this paragraph, OCONUS locations include foreign countries, U.S. territories, Alaska, and Hawaii.
- c.* The OCONUS COLA index is used to calculate how much more expensive items are in a specific location than CONUS. An index of 100 means that the cost of living is approximately the same as CONUS.
- d.* Vicinity is defined as the entire country, U.S. territory or possession, or state when in Alaska or Hawaii, where the PDS is located. If the Soldier commutes daily to the PDS from an adjacent country or state, the dependent is still considered in the vicinity.
- e.* OCONUS COLA starts on the day the Soldier arrives at new PDS, unless the Soldier was authorized a monetary allowance in lieu of transportation plus per diem, then OCONUS COLA starts on the day after the Soldier's reporting day.

#### 8-7. Eligibility

- a.* An RC Soldier called or ordered from a permanent OCONUS residence to active duty or ADT for 31 days or more is authorized OCONUS COLA based on the primary residence location. Command sponsorship is not required for the with dependent rate.
- b.* Eligibility for OCONUS COLA is the same as eligibility for CONUS COLA in regard to dependents.
- c.* OCONUS COLA with dependent is calculated based on number of command-sponsored dependents living at the PDS vicinity.
- d.* Soldiers can continue to receive OCONUS COLA with dependent rate if the dependent remains in the OCONUS location during an unaccompanied or dependent-restricted tour.
- e.* If the Soldier is married to another Servicemember and they have additional dependents living with them, one Servicemember is authorized OCONUS COLA based on number of dependents and the other Servicemember is authorized OCONUS COLA at the "0 dependent" rate.

#### 8-8. Other than continental United States cost of living allowance without a dependent

- a.* When both government quarters and a government dining facility are available, a Soldier receives a reduced OCONUS COLA rate. It is calculated using a fixed percentage of the OCONUS COLA "0 dependent" rate.
- b.* If a Soldier is married to another Servicemember and they live together with no additional dependents, the Soldier is authorized OCONUS COLA at the "0 dependent" rate.
- c.* Soldiers who are E-6 and above with no dependent and choose to occupy private sector housing instead of government quarters are authorized the "0 dependent" OCONUS COLA.
- d.* OCONUS COLA pay will stop for a Soldier who takes leave away from the PDS for more than 30 days. It will resume when the Soldier returns to the PDS from leave.
- e.* Additional factors for determining payment of OCONUS COLA can be found in DoD FMR, Volume 7A. Questions can be directed to [usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil](mailto:usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil).

#### 8-9. Calculations for other than Continental United States cost of living allowance

- a.* OCONUS COLA is a daily rate. The annual rate is calculated by multiplying the Soldier's annual spendable income by the authorized COLA index.
- b.* Spendable income is the portion of a Soldier's annual compensation used to purchase items in the retail price schedule.
- c.* Additional factors for calculations under this paragraph can be found in DoD FMR, Volume 7A.

#### 8-10. Travel and cost of living allowance

- a.* When a PCS order is issued, OCONUS or CONUS COLA based on the dependent's location may be authorized.
- b.* COLA based on the primary dependent's location will be adjusted when the primary dependent arrives at the Soldier's PDS.
- c.* COLA based on the primary dependent's location is contingent upon approval.

## Section III

### Dislocation Allowance

#### 8–11. General provisions

a. The purpose of DLA is to partially reimburse a Soldier for expenses incurred while relocating his or her household due to a PCS.

b. Typically, a Soldier is authorized one DLA payment per fiscal year except in the following situations:

- (1) Partial DLA is paid.
- (2) The SECARMY or delegated authority authorizes more than one PCS in a fiscal year.
- (3) The Soldier is on a PCS to, from, or between a course conducted, controlled, and managed by one or more of the Services.

(4) Relocation happens due to a base realignment and closure, evacuation, national emergency, or in time of war.

(5) The Soldier or dependent is moved due to:

- (a) PCS order amended, modified, canceled, or revoked.
- (b) Soldier is reported as dead or absent for 30 days or more and in a missing status.
- (c) Early return of dependents.

c. DLA is payable regardless of having a dependent in the following circumstances:

(1) *Short distance move.*

(a) From a private sector residence to another private sector residence for the USG's convenience when proper authority directs the Soldier to vacate local housing because the residence does not meet the Army's health and sanitation standards. This does not apply to moves to or from privatized housing.

(b) Due to a PCS to a new PDS that is in proximity to the old PDS or when reassigned between activities at the same PDS.

(2) *Permanent change of station order due to change in Service.* When a Soldier is separated from the Army but continues active duty in another service with no break in service, DLA is authorized.

#### 8–12. With or without dependent

a. A Soldier receives DLA at the with dependent rate in the following circumstances:

(1) The dependent relocates in connection with a PCS.

(2) The dependent relocates in connection with an official alert notification before the Soldier receives a PCS order to a PDS OCONUS where dependent travel is not authorized. The Soldier becomes eligible for the DLA once the PCS is completed.

(3) The Soldier performs a PCS between PDSs not in proximity to each other, or relocates due to an indeterminate TDY order, but the dependent makes a proximity move based on the PCS order or indeterminate TDY order. For the Soldier to be eligible for a DLA, he or she must provide one of the following:

(a) A statement that the household move was necessary as a direct result of the PCS or indeterminate TDY from the new PDS commanding officer or from that commanding officer's designated representative. The designated representative cannot redelegate this authority.

(b) A statement that the move was necessary as a direct result of the PCS or indeterminate TDY when the PCS is to or from a dependent-restricted tour. In this case, the commander's statement is not required, and the Soldier's statement must be accepted.

(4) A dependent moves because a Soldier is reported as dead or absent for 30 or more days in a missing status.

(5) One or more dependents returns early from a PDS OCONUS at government expense. The Soldier is authorized a DLA either the day the first dependent arrives at the permanent residence location or the day all the dependents have departed the PDS overseas, whichever event occurs later. The Soldier is ineligible for a DLA if the dependent is authorized to return to the Soldier's PDS OCONUS.

(6) The dependent makes an authorized move to or from a PDS OCONUS in connection with a tour change from accompanied to unaccompanied, or from unaccompanied to accompanied, at the same PDS OCONUS after the initial tour of duty completion.

(7) A dependent completes travel to or from a designated place due to a PCS order or an evacuation order. When a dependent completes travel to a designated location due to a PCS order, no other DLA is payable for that PCS unless the Soldier's tour changes after the initial tour of duty completion and a dependent travels.

(8) The Soldier is ordered to move due to a Base Realignment and Closure Commission action and, as a result, the dependent moves.

(9) A dependent moves in connection with an indeterminate TDY order.

(10) The Soldier relocates the household when he or she transfers from OCONUS, or inside the CONUS, to a hospital in the CONUS for observation and treatment. A statement of prolonged hospitalization is required from the receiving hospital's commanding officer when the Soldier transfers to a hospital in CONUS from inside CONUS.

b. A Soldier is authorized DLA at the without dependent rate if:

- (1) The Soldier has no dependents.
- (2) The Soldier has a dependent who does not move in conjunction with the PCS.
- (3) The Soldier is not authorized allowances for a dependent to relocate.
- (4) The Soldier is married to another Servicemember and they have no dependents.

c. For additional information on Soldiers married to Servicemembers and DLA, see the JTR, table 5–11. Only one Servicemember may be paid DLA.

### **8–13. Secondary dislocation allowance**

When a PCS order is amended, modified, canceled, or revoked to direct the Soldier to return to the old PDS, the Soldier is eligible for DLA if the move took place before the date the order was amended, modified, canceled, or revoked. If the PCS order which was amended, modified, canceled, or revoked directs the Soldier to a different PDS, a DLA is payable in connection with each move. However, no more than two DLAs are authorized. Second DLAs use rates in the secondary rate table.

### **8–14. Partial dislocation allowance**

a. A Soldier ordered to occupy or vacate family-type government quarters due to privatization, renovation, or any other reason for the USG's convenience must be paid a partial DLA.

b. Partial DLA is not authorized for any of the following reasons:

- (1) A PCS.
- (2) A change in family size or bedroom requirements.
- (3) A voluntary move.
- (4) Pending divorce or family separation.
- (5) Soldier misconduct.

### **8–15. Dislocation allowance is not authorized**

DLA is not authorized in connection with a PCS in the following circumstances:

a. From home or place last entered active duty (PLEAD) to the first PDS unless a dependent moves from the Soldier's residence to the PDS. If a Soldier does not have a dependent, or if he or she has a dependent, but that dependent does not relocate to the new PDS, DLA is not authorized to the first PDS.

*Note.* When an RC Soldier separates from active duty and is still in the RC, then is issued a new call or order to active duty that is effective more than 24 hours after the RC Soldier last separated from active duty, that new call or order to active duty is considered a first PCS, and that PDS is a first PDS, for travel purposes, including for a DLA.

b. From last PDS to home or to the PLEAD.

c. From the last PDS in one period of service to the first PDS in another period of service when there was no ordered PCS between those locations.

d. When the Soldier does not relocate the household.

*Note.* Household relocation is not limited to transporting HHG. A Soldier may relocate his or her household and not transport HHG or move dependents. When a Soldier with dependents leaves the dependents in place and moves to the new PDS, taking some personal belongings, the Soldier has relocated his or her household.

e. For a Soldier who has a dependent and PCS travel is performed under the following conditions:

(1) When the Soldier is:

- (a) A cadet.
- (b) Assigned to a school or installation as a student, if the course of instruction is less than 20 weeks.
- (c) An enlisted RC Soldier called or ordered to initial ADT for less than 6 months.
- (d) Called or ordered to ADT for 140 or more days when the active duty is at more than one location, but 139 or fewer days at any one location.

(2) When a dependent:

(a) Is a Soldier on active duty on the PCS order effective date.

(b) Is not a dependent on the PCS order's effective date. This does not affect allowances associated with the spouse retiring or separating from Service after the order's effective date.

- (c) Travels at personal expense before a PCS order is issued or before official notice is received that a PCS order is to be issued.
- (d) Receives any other government-funded travel and transportation allowances for the travel being performed.
- (e) Is a Soldier's or spouse's parent, stepparent, or person in loco parentis who does not reside in the Soldier's household, unless otherwise authorized or approved through the Secretarial waiver process.
- (f) Is a dependent child who is not under the Soldier's legal custody and control on the PCS order's effective date.
- (g) Has transportation made available (whether used or not) by a foreign government, at no cost to the United States or the Soldier, under a contract or agreement with the United States.
- f. For local, short distance moves, unless otherwise authorized in this section.
- g. For a Selected Reserve Soldier authorized limited PCS allowances from his or her primary residence to the duty location.

## **Section IV**

### **Continental United States and Other than Continental United States Permanent Change of Station Allowances**

#### **8–16. Continental United States temporary lodging expense**

- a. A Soldier on a PCS living in CONUS temporary lodging in the vicinity of the old or new PDS location, home of record, initial technical school, or a designated place may be eligible for a TLE allowance for lodging and meal expenses. The lodgings occupied must be a temporary residence, not a permanent one. TLE is an allowance intended to partially pay a Soldier for lodging and meal expenses incurred while occupying temporary lodging in the CONUS upon a PCS. TLE may not cover all of the lodging and meal expenses incurred.
- b. TLE is authorized in the following situations:
  - (1) Before leaving the old PDS in the CONUS designated place.
  - (2) Upon arrival at the new PDS in the CONUS designated place or first PDS.
  - (3) Before leaving technical school or a Soldier's home of record if they are reporting to the first PDS.
  - (4) While house hunting after completing PCS travel to the new PDS in the CONUS.
  - (5) When the Soldier's PCS order is cancelled or revoked after occupying temporary lodging.
  - (6) After initial arrival at the PDS in the CONUS and while waiting to be assigned government lodging.
  - (7) After initial arrival at the PDS in the CONUS and while finalizing plans for other permanent housing when government quarters are not available.
  - (8) For a new dependent who was added to the family before the effective date of the next PCS assignment. TLE can also be authorized in the vicinity of the place where the person became a dependent.
  - (9) For a move to the Soldier's first PDS upon entering active duty service.
- c. TLE is not authorized in the following situations:
  - (1) When leaving active duty.
  - (2) For a house-hunting trip before the Soldier moves to the new PDS.
  - (3) For any individual that became a dependent after the PCS order's effective date.
  - (4) For any dependent who returned from OCONUS before issuance of a PCS order.
  - (5) For any dependent relocating for personal safety.
  - (6) When ordered to an indeterminate TDY location.
  - (7) If he or she is a Soldier of the Selected Reserve and is authorized limited PCS allowances between his or her primary residence and the duty location.
  - (8) At any location OCONUS.
- d. TLE may be reimbursed for any day that per diem is not reimbursed for authorized travel time between PDSs. The additional TLE days may be reimbursed for days spent near the old or new PDS or a designated place en route.
- e. TLE is authorized for 5 days when moving from CONUS to OCONUS and for 10 days when moving within CONUS.
- f. TLE is reimbursed at the locality per diem rate of the PDS, designated place, home of record or site of initial entry training, number of dependents, ages of dependents, and actual lodging expenses. See JTR, chapter 5 for the current maximum rate of reimbursement. For calculating TLE, take the locality per diem rate and multiply it by the applicable following percentage per the JTR, table 5–17:
  - (1) A Soldier or one dependent receives 65 percent of the locality per diem rate.
  - (2) A Soldier and one dependent will receive 100 percent of the locality per diem rate.
  - (3) Two dependents only will receive 100 percent of the locality per diem rate.
  - (4) Each additional dependent 12 years of age or older will receive 35 percent of the locality per diem rate.

(5) Each additional dependent who is younger than 12 years of age will receive 25 percent of the locality per diem rate.

(6) For a Soldier married to another Servicemember, each Servicemember begins with 65 percent. Both Servicemembers cannot claim the same dependent for TLE on the same days. See JTR, chapter 5 to determine the amount each Servicemember may be reimbursed per day.

g. If a Soldier uses commercial lodging when government quarters are available, reimbursement is limited to the cost of government quarters or locality lodging rate, whichever is lower.

h. When a Soldier or dependent stays with friends or family, no lodging reimbursement is authorized. The TLE meal portion is authorized.

i. An advance of TLE may be paid in conjunction with limitations outlined in this section and the JTR, chapter 5.

j. TLE is not authorized to be paid at OCONUS locations.

## **8-17. Other than continental United States temporary lodging allowance**

TLA is intended to partially pay a Soldier for higher than normal expenses incurred by the Soldier or dependent when occupying temporary lodging OCONUS. TLA is authorized when it is necessary for the Soldier or dependent to occupy temporary lodging upon arrival to or immediately before leaving a PDS.

## **8-18. Authority**

a. The senior commander of the Service in the country or area is the TLA authority. In countries or areas where more than one Service is represented, the senior commander of all of the Services is the TLA authority. The TLA authority may delegate authority as determined appropriate to judiciously administer TLA.

b. Responsibilities include the following:

(1) The TLA authority must issue written TLA guidance for the country or area under his or her responsibility. Effective guidance and management at all levels should minimize TLA costs by preventing the need for TLA, shortening the authorized period, and reducing the amount payable.

(2) Written TLA guidance must be coordinated with the uniformed services present in the country or area, consistent with the general payment conditions listed in paragraph 8-18b(3), and designed to uniformly authorize TLA to each Soldier.

(3) To ensure economical TLA administration, the OCONUS TLA authority's written guidance to help the Soldier locate permanent quarters will emphasize all the following:

(a) A Soldier and any dependents will use existing government transient facilities to the fullest extent possible upon PDS arrival or departure.

(b) A Soldier in a TLA status will be given priority over other potential occupants of transient facilities.

(c) A Soldier uses, when practical, leased quarters furnished and equipped for temporary occupancy by a family.

(d) Promote the use of temporary lodging with facilities for preparing and consuming meals.

(e) Maintain contact with the local private sector market for permanent housing and provide incoming families with reliable, realistic, and current information concerning location, availability, description, and cost.

(f) Maintain an up-to-date list of approved, regularly inspected temporary lodging.

(g) Inform the Soldier of government furniture available upon arrival at the new PDS for temporary loan while occupying permanent government quarters or private sector housing before HHG arrives. Before departure from the PDS, inform the Soldier of government furniture available for temporary loan after HHG has been picked up for shipment.

(h) The Soldier will occupy permanent government quarters or private sector housing as soon as possible upon arrival and should not vacate sooner than necessary upon departure on a PCS order.

(i) Requirements for dependent travel will contain advice to the Soldier about appropriate household items to include in unaccompanied baggage.

(j) Any additional TLA period will not be authorized or approved when a Soldier is not expected to incur any excess costs or suffer undue financial hardship.

(4) The TLA authority will ensure that a Soldier is advised of all the following responsibilities and requirements:

(a) The Soldier will aggressively seek permanent government quarters or private sector housing upon arrival. When the Soldier will be assigned government quarters, the provision to seek private sector housing is not applicable. For the purposes of this regulation, aggressively seeking government quarters or private sector housing is defined as inquiring daily with the supporting housing office, property managers, and landlords regarding housing availability.

(b) The Soldier must register with an official upon arrival and keep that official informed of progress in obtaining permanent government quarters or private sector housing at intervals of 15 or fewer days, as determined by the TLA authority.

- (c) The Soldier must provide a statement to the official indicating the beginning and end of TLA.
- (d) The limitations on the number of authorized TLA days for arrival or departure and of any requirement for a written justification to extend TLA to the maximum number of days.
- (e) The requirement to relocate as soon as practical to other permanent government quarters or private sector housing, or to reoccupy the government quarters or private sector housing formerly occupied.
- (f) The amount of the TLA payment depends on the expenses incurred at the temporary lodging.
- (g) The Soldier must obtain and keep receipts for lodging expenses to support TLA payment.
- (h) Lodging expenses are not allowed while staying with friends or relatives, but the meal and incidental expense rate is payable for the eligible TLA period.

### **8–19. Applicable situations for temporary lodging allowance**

TLA may be authorized during any of the following periods:

- a. Upon initial arrival or reporting at a PDS OCONUS either while waiting for government quarters or while completing arrangements for other private sector housing when government quarters are not available. This includes reporting for a TDY at an activity within the limits of the new PDS.
- b. Immediately preceding departure for a PCS from a PDS OCONUS after a Soldier vacates government quarters or private sector housing in connection with a PCS order. This includes reporting for a TDY at a location within the limits of the old PDS OCONUS.
- c. When the appropriate official determines that TLA is necessary for a Soldier once he or she is established in, must vacate, or is waiting to reoccupy permanent government quarters, private sector housing, or privatized housing for reasons beyond the Soldier's control. The appropriate official must base the determination on the OCONUS TLA authority's written guidance.
- d. While a Soldier without a dependent is seeking permanent government quarters or private sector housing following a TDY assignment of 90 or more days when he or she vacated permanent government quarters or private sector housing before beginning the TDY.
- e. During a Soldier's hospitalization when a dependent must use temporary lodging OCONUS because the Soldier was hospitalized en route between PDSs.
- f. While house hunting after the Soldier arrives at the new PDS and reports for duty in connection with a PCS.

### **8–20. Beginning and ending of temporary lodging allowance**

- a. TLA begins the day temporary lodging is first used and ends on the day before permanent government quarters, private sector housing, or privatized housing is reoccupied, or when the OCONUS TLA authority determines TLA is no longer justified.
- b. TLA does not include any expenses incurred before the TLA period begins or after it ends, except for extra lodging charges authorized.
- c. TLA ends if the OCONUS TLA authority determines that TLA is no longer necessary due to any of the following reasons:
  - (1) There are no excess costs.
  - (2) The Soldier failed to accept adequate permanent government quarters.
  - (3) The Soldier stopped diligently searching for permanent private sector housing.

### **8–21. Temporary lodging allowance for initial assignment**

- a. TLA authorization for a PDS assignment OCONUS requiring a residence change ordinarily will not exceed 60 days, which do not have to be consecutive.
- b. The initial 60-day period begins on the same date as the COLA.
- c. The OCONUS TLA authority's authorizing official (AO) may authorize or approve a period in addition to the initial 60-day maximum to follow immediately after the first 60 days or begin at some later date after the initial period expires.
- d. The additional period may be authorized or approved in increments of 15 or fewer days for any of the following reasons beyond the Soldier's or dependent's control:
  - (1) HHG does not arrive.
  - (2) Service requirements cause a delay in the availability of or assignment to government quarters.
  - (3) Acts of God, fire, flood, earthquake, riot, civil unrest, or other disturbances that make normally available or anticipated government quarters or private sector housing temporarily or permanently uninhabitable or unavailable.
  - (4) A landlord withdraws the private sector housing from the market.

(5) The Soldier is unable to secure private sector housing that the housing officer considers suitable to the Soldier's needs, in an acceptable location, and comparable to and within the price range of housing that other Soldiers in the area are currently using. The lease cost for housing can exceed the OHA ceiling.

(6) Either the Soldier or dependent is hospitalized or the Soldier's duties require him or her to be away from the PDS, limiting opportunities to arrange for permanent government quarters or private sector housing.

#### **8-22. Temporary lodging allowance upon departure**

The TLA period cannot start more than 10 days before the Soldier leaves the PDS in compliance with a PCS order, except in the following situations:

*a.* One or more dependents remain in the old PDS vicinity. TLA may be authorized up to 10 days immediately preceding the day the last dependent leaves the PDS. This is regardless of the effective date of the PCS order from that PDS.

*b.* A longer TLA period is authorized due to delayed departure or the early termination of permanent government quarters or private sector housing.

*c.* The Soldier or dependent is hospitalized or the Soldier's duties require the Soldier to be away from the PDS.

*d.* For additional information on TLA and departure, see DoD FMR, Volume 7A, chapter 68.

#### **8-23. Arrival or departure at a different time than a dependent**

*a.* When a Soldier arrives at a PDS OCONUS before a dependent, the Soldier may be authorized TLA. Upon the dependent's arrival, TLA may also be authorized or approved for the Soldier and dependent. If the dependent arrives after the initial 60-day period expires, an additional TLA period may be authorized whether TLA was paid during the initial 60-day period or not.

*b.* When a dependent arrives at or in the PDS vicinity OCONUS before the Soldier, advance travel authorization is required. Once advance travel is authorized and a dependent arrives at or in the PDS vicinity OCONUS, the dependent's TLA starts the day TLA is authorized for the Soldier provided the dependent is command sponsored.

*c.* When a dependent departs the PDS vicinity OCONUS after the Soldier, delayed travel authorization is required before TLA payment. Once delayed travel is authorized, TLA for the dependent is authorized under the same conditions as applicable to a Soldier when a dependent departs the PDS vicinity OCONUS after the Soldier.

#### **8-24. General payment conditions**

*a.* When government quarters are available and other lodging is used, lodging reimbursement is limited to the cost of government quarters. If government quarters are not available, the Soldier will provide written certification to support any voucher documentation submitted to comply with finance regulations.

*b.* There may be a break between an initial TLA period and any additional authorized TLA period.

*c.* A Soldier serving an unaccompanied tour is not authorized TLA when he or she chooses not to use an available government dining facility or available government quarters because a noncommand-sponsored dependent is in the PDS vicinity.

*d.* When the Soldier's PCS order is canceled or revoked after he or she occupies temporary lodging, the Soldier may receive TLA reimbursement up to the maximum number of days allowed by the OCONUS TLA authority.

*e.* An advance may be paid for the number of authorized TLA days, after authority is provided, based on the appropriate directive issued as specified in the OCONUS TLA authority's guidance.

*f.* The following situations require that a Soldier's order be annotated with a certification confirming that retaining TLA lodging was due to military necessity and not due to the Soldier's personal choice or convenience:

(1) When a Soldier receiving TLA is ordered on a TDY while away from the PDS.

(2) When a Soldier receiving TLA before his or her PCS departure is ordered on deployment from the PDS.

(3) When a Soldier receiving TLA is hospitalized after arrival at a new PDS or before a PCS departure.

#### **8-25. Special temporary lodging allowance requests**

*a.* TLA requests for a higher lodging factor (TLA-Special) under special or unusual circumstances will be authorized only before the dates required and by the Per Diem Travel and Transportation Allowance Committee (PDTATAC) Chief's issued determination.

*b.* When lodging costs escalate due to a special event and TLA is insufficient for lodging, a TLA-Special may be warranted for a specific period.

*c.* Commands must submit requests before the days that the higher rate is needed. The request must include all the following:

(1) The event dates and the dates when a TLA-Special is required.

- (2) Hotel prices before the event and anticipated prices during the event stated in U.S. currency from at least five and preferably seven different hotels located in the affected area.
- (3) The number of authorized travelers and the ages of any dependents.
- (4) Locations affected.
- (5) Recommended lodging amount.
- (6) Documentation indicating when the forthcoming special event will occur.
- d. The Soldier's command may request TLA-Special authority before the requested dates by email, U.S. mail, or fax. Submit requests through the DCS, G-1 at [usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil](mailto:usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil).
- e. PDTATAC will not act on a TLA-Special request received after the dates the TLA-Special rate was needed, regardless of the circumstances.
- f. TLA-Special is not authorized for a Soldier who is in a TDY status and receiving per diem at a home port OCONUS awaiting arrival of the assigned ship. The PDTATAC Chief may authorize TLA-Special for an accompanying dependent.
- g. TLA-Special stops the day after a Soldier voluntarily refuses adequate government quarters for personal convenience.
- h. TLA-Special for a Soldier who has no dependents is limited to 65 percent of the lodging rate.

## **8-26. Other situations for temporary lodging allowance**

- a. If a Soldier married to another Servicemember maintains a separate household at or in the vicinity of their PDS or PDS OCONUS, each member is authorized TLA based on whether the member concerned has a dependent at or in the vicinity of the PDS OCONUS.
- b. A Soldier receiving TLA who is ordered on a TDY (whether after arrival at the new PDS or before his or her PCS departure) or who is ordered on deployment is authorized to continue to receive TLA on his or her own behalf. The temporary lodgings must be retained because of the Soldier's military assignment. This may include the lodging cost at the TLA location while the Soldier is on TDY.
- c. A Soldier whose tour is converted to an accompanied tour may be eligible for TLA for him or herself and any command-sponsored dependent who was a dependent on the effective date of the PCS order to the PDS OCONUS if the conditions specified in the TLA authority's written guidance are met. The Soldier must make every reasonable effort to find suitable permanent government quarters or private sector housing for a dependent before the dependent arrives. TLA may be authorized or approved for the Soldier and dependent only if the Soldier is unable to find suitable housing before the dependent arrives for reasons beyond the Soldier's control.
- d. A Soldier serving a tour OCONUS who has no dependents on arrival but who acquires a dependent during that tour is ineligible for TLA for the dependent when the dependent arrives at the PDS because the Soldier was without a dependent on the effective date of the PCS order.
- e. A Soldier receiving TLA who is hospitalized after arrival at a new PDS or before a PCS departure may continue to receive TLA on his or her own behalf. This may include the Soldier's share of the temporary lodging cost as a TLA expense when, due to the hospitalization, temporary lodging must be retained at the PDS. The Soldier's order must be annotated or have certification attached that states the TLA lodging was retained due to military necessity and not due to the Soldier's personal choice or convenience.
- f. TLA for leave or permissive travel is as follows:
  - (1) After a Soldier has reported for duty, TLA may be paid for any day he or she is on leave or permissive travel in the PDS vicinity and seeking private sector housing or awaiting assignment to government quarters. This enables a Soldier to complete PCS travel and be placed on leave so that station allowance eligibility is established by reporting to the new PDS.
  - (2) TLA is not payable for any day a Soldier is on leave or permissive travel away from the PDS vicinity unless one or more dependents remain in the PDS vicinity to continue to seek private sector housing or while awaiting assignment to government quarters. In that case, the number of dependents who continue to occupy temporary lodging determines the rate payable. In either case, postponement of TLA pending return is not authorized.
- g. An RC Soldier called or ordered to ADT for 140 or more days or active duty for other than training for 181 or more days who is authorized PCS allowances is authorized TLA as specified in this chapter. When an RC Soldier is authorized TLA at the with dependent rate for the PLEAD, command sponsorship is not required. The RC Soldier must reside permanently in the area concerned at the time called or ordered to active duty. COLA authorization begins on the first active duty day.
- h. A Soldier who retires or separates from service, stays in the PDS area, and then moves at a later date or moves OCONUS to either a home of record or home of selection is ineligible for TLA or TLA-Special.
- i. For any additional situations or questions email [usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil](mailto:usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil).



## 8–27. Move-in housing allowance

a. MIHA exists to defray the move-in costs associated with occupying private sector housing covered under the OHA program, whether leased or owned.

b. MIHA is not payable to a Soldier occupying government or government-leased housing. MIHA does not cover moveout costs. In most cases, a Soldier authorized OHA is authorized MIHA.

c. To be authorized a MIHA, a Soldier must be eligible for OHA.

d. An eligible Soldier is authorized MIHA for one dwelling during a tour at a PDS unless a government-funded local move occurs and the Soldier occupies another dwelling covered by OHA.

e. Soldiers will use DD Form 2556 (Move-in Housing Allowance Claim for Personnel Occupying Privately Leased/Owned Quarters Overseas) to request MIHA. Instructions for completion are on the back of the form.

f. There are four types of MIHA payments:

(1) *Move-in housing allowance/miscellaneous.* The MIHA/miscellaneous amount indicated on the OHA locality tables is based on expenses a Soldier typically incurs associated with moving into privately leased or owned dwellings. MIHA specifies reportable and nonreportable MIHA/miscellaneous expenses. The OHA calculator specifies the amount payable. Only one payment is authorized at a PDS unless otherwise specified in this paragraph. The purchase price of an item included in paragraph 8–27f(1)(a) is generally authorized for the MIHA/miscellaneous component of the OHA unless an item is purchased with the intent to ship it from the present PDS. An item intended to be shipped is not reportable. These expenses are associated with items necessary to make housing habitable. Paragraph 8–27f(1)(a) lists most reportable expenses and paragraph 8–27f(1)(b) lists certain expense items that are not reportable. These lists are not exhaustive but contain many items commonly contained in each group.

(a) Reportable items include:

1. Cabinets (kitchen, medicine, and bathroom).
2. Plumbing, plumbing installation, and hookups.
3. Gas or electrical installation.
4. Supplementary heating equipment.
5. Painting, papering, and plastering (arrival only).
6. Permanently installed light fixtures.
7. Wardrobes.
8. Shelving.
9. Telephone installation.
10. Range, refrigerator, freezer, washer, and/or dryer.
11. Air conditioners, dehumidifiers, fans.
12. Screening.
13. Transformers and voltage regulators.
14. Commodes and sinks, when ordinarily not furnished.
15. Burglar alarm security bars and supplementary door locks, when locally required.
16. Water purification filters, when locally required.
17. Pest fumigation, if required upon when housing is first occupied. Otherwise, include in recurring maintenance expenses.

18. Repairs of drainpipes and gutters.

(b) Nonreportable items include:

1. Rugs, carpets, curtains, and drapes.
2. Lawn and gardening maintenance expenses.
3. Dishwashers, microwave ovens, and other small, personal appliances.
4. Televisions, cable television installation, antennas, and similar expenses.
5. Any recoverable deposit, such as a security deposit.
6. Lightbulbs.
7. Taxes of any kind, unless specifically required by the lease.
8. Fencing, yard-related items.
9. Any personal labor costs.

(2) *Move-in housing allowance/rent.* Homeowners are ineligible. MIHA/rent covers all reasonable rent-related expenses. These are fixed, one-time, nonrefundable charges levied on behalf of the landlord or a foreign government that the Soldier must pay before or upon occupying a dwelling. All unreasonable expenditures, as determined by the AO, must be disallowed. The following are not included in MIHA/rent:

(a) Expenses deferred until lease termination, such as a real estate agent fee, a redecoration fee if paid upfront, or a one-time lease tax.

- (b) Advance rental payments, refundable deposits, or recurring costs.
- (3) *Move-in housing allowance/security*. MIHA/security covers reasonable security related expenses for a Soldier assigned to an area where dwellings requirement modification to minimize terrorist or criminal threat.
- (4) *Move-in housing allowance/infectious disease*. MIHA/infectious disease covers reasonable upgrades to the physical dwelling to prevent the spread of infectious disease, such as window or door screens, when the dwelling requires modification to minimize exposure to medical threats related to mosquito-transmitted diseases.
- g. Each Soldier classified as a sharer and authorized MIHA is authorized the full MIHA/miscellaneous amount. Only one sharer may claim the individual expense for MIHA/rent, MIHA/security, and MIHA/infectious disease. Acceptable claims for MIHA/rent, MIHA/security, or MIHA/infectious disease must include DD Form 2556 proper documentation, and detailed receipts for all expenditures.
- h. All pay account changes require a substantiating document to justify and support the change. If the Soldier requests the change, the Soldier must provide the proper KSD for the entitlement impacted by the request. The KSD matrix to identify the appropriate substantiating documents for each entitlement can be viewed at the following link: <https://www.hrc.army.mil/asset/16487>. Any pay account adjustments made by a unit, finance, or personnel office must also include the appropriate substantiating documents and a DA Form 7895. All documents, including DA Form 7895, must be web-uploaded to iPERMS for inclusion in the AMHRR.

## **Chapter 9**

### **Assignment and Special Duty Pays**

#### **9–1. Entitlement provisions**

- a. Assignment and special duty pays are awarded for the performance of duty in an assignment, location, or unit designated and under the conditions of service specified by the SECARMY. Assignment and special duty pays include:
  - (1) Assignment incentive pay (AIP).
  - (2) Special duty assignment pay (SDAP).
  - (3) Hardship duty pay (HDP).
  - (4) Sea pay (see AR 600–88).
- b. Assignment and special duty pays will be paid in addition to any other pay and allowance to which the Soldier is entitled. Assignment and special duty pays are not performance based. Assignment and special duty pays will not be made contingent upon successful achievement of assigned objectives or other additional requirements beyond the scope of this regulation.

#### **9–2. Required documentation**

- a. Order issuing authorities will upload the supporting documents to the Soldier's AMHRR. The following documentation is required to support the payment of all assignment and special duty pays:
  - (1) For AIP, format 333 order for monthly payments and a written agreement for lump sum payments.
  - (2) For SDAP, format 330 orders.
  - (3) For HDP, DD Form 1351–2 (Travel Voucher or Subvoucher), PCS order, or deployment order.
  - (4) For sea pay, format 332 orders.
- b. Written agreements must be approved by the first O–6 in the Soldier's unit chain of command to which he or she is assigned.
- c. As required, orders will be issued to award, change, terminate, and reinstate assignment and special duty pays. Personnel officers will prepare DA Form 2446 (Request for Orders) in accordance with AR 600–8–105. The request for orders must include the level/amount of assignment and special duty pay authorized. DA Form 2446 is then forwarded to the BCT and/or brigade S1 or MPD to issue the orders. Commanders authorized to publish orders for active duty for operational support, active duty for operational support–RC, ADT, or annual training will issue orders to award, increase, or terminate an assignment and special duty pay. The CG, HRC issues orders for USAR AGR Soldiers. State adjutants general issue assignment and special duty pay orders for ARNGUS Soldiers except for 10 USC ARNGUS AGR Soldiers, for whom the Director, ARNG (ARNG Staff Management Office (NGB–ARZ–T)) issues orders.
- d. A single order will be used to award or change each rate of pay including the appropriate effective dates. This rule also applies for Soldiers who PCS between an assignment and special duty pay assignment. Soldiers will continue to receive their assignment and special duty pay entitlement at the same level upon arrival at the new duty station.

*e.* The gaining command will publish orders that reflect the new assignment and level of assignment and special duty pay and ensure the human resources personnel and pay system database reflects the correct assignment and special duty pay amount.

*f.* Losing commands will implement measures to ensure that assignment and special duty pay termination orders are cut upon PCS when the Soldier is not PCSing to another assignment and special duty pay assignment.

*g.* Each order will contain the applicable assignment and special duty pay rate.

*h.* Each assignment and special duty pay order will contain the following additional instructions:

(1) “You will continue to receive this payment as outlined above provided you remain assigned to the position and performing duties authorized for the pay.”

(2) “You are responsible for notifying your servicing personnel office if this pay continues beyond the period listed in your orders or if you are reassigned, absent without authorization, hospitalized, or confined; or you are subsequently ordered to a TDY location away from the duty assignment listed above for 30 days or more.”

(3) “You will be required to repay any amount paid beyond the period authorized or if you enter into a nonqualifying duty status.”

*i.* Current changes on assignment and special duty pay policy and guidance on revised pay rates or categories will be announced via all Army activity message. Changes will be:

(1) Provided to the Soldier and the Soldier’s finance office.

(2) Filed in the Soldier’s military personnel file, or, if no military personnel file exists, changes will be maintained at the Bn S1 where permanent orders are filed.

(3) For records and reports, BCT and/or brigade S1s must ensure that adjustments or changes to the Soldier’s pay account are annotated on the Soldier’s enlisted record brief.

*j.* All pay account changes require a substantiating document to justify and support the change. If the Soldier requests the change, the Soldier must provide the proper KSD for the entitlement impacted by the request. The KSD matrix to identify the appropriate substantiating documents for each entitlement can be viewed at the following link: <https://www.hrc.army.mil/asset/16487>. Any pay account adjustments made by a unit, finance, or personnel office must also include the appropriate substantiating documents and DA Form 7895. All documents, including DA Form 7895, must be web-uploaded to iPERMS for inclusion in the AMHRR.

### **9–3. Payment**

*a.* The DJMS will credit all assignment and special duty pays established on the MMPA each month until action is taken to stop the entitlement. The Soldier’s unit commander will re-certify all assignment and special duty pay annually. The commander will use the unit commanders finance report to identify Soldiers who are receiving a special pay and ensure that they have access to financial literacy training in compliance with DTM–19–009.

*b.* The DJMS will generate a pay authorization for bonus entitlements established on the MMPA for any subsequent, quarterly, or annual installments.

*c.* Soldiers may receive multiple assignment and special duty pays; however, Soldiers will not receive multiple assignment and special duty pays for the same purpose and period of service and the combination of all assignment and special duty pays listed in paragraph 9–1 will not exceed a monthly average of \$3,500.

*d.* Standard Form (SF) 1034 (Public Voucher for Purchases and Services Other Than Personal) may be used to document certain special pays.

### **9–4. Quadrennial special pay review**

*a.* The DCS, G–1 will conduct a review of all assignment and special duty pays every 4 years to ensure the programs are achieving intended results and are effective and efficient.

*b.* The quadrennial special pay review (QSPR) must be beyond reproach. Influence from outside sources or any attempt to exert inappropriate influence over the process by any Soldier or employee will be investigated in accordance with AR 15–6.

*c.* The DCS, G–1 will review all AIP and SDAP programs during the QSPR. All AIP and SDAP program proponents, regardless of prior approval, will prepare and submit a program justification packet to the DCS, G–1 no later than 15 December of the year prior to the review. The DCS, G–1 (DAPE–PRC) will provide a memorandum of instruction to all program proponents no later than 6 months prior to the program justification packet due date.

*d.* Justification packets will include the following documents, unless otherwise directed by the DCS, G–1:

(1) Problem statement that details the nature and origin of the problem. Problem statements must address the impacts on the mission and how an AIP or SDAP will correct the problem.

(2) Program overview that identifies the total population and if all Soldiers assigned to the location would be eligible. Program overviews must also include a program description, program justification, and training investment and replacement costs.

(3) Program eligibility and oversight that details the specific eligibility criteria a Soldier must meet to be approved for the AIP or SDAP program being requested. Program oversight must detail the management and internal controls being proposed to mitigate waste, fraud, and abuse.

(4) Manning status that details strengths currently assigned versus authorized by MOS and grade. Average time positions remain vacant by skill level and grade. Projected number of Soldiers eligible for the AIP or SDAP and the anticipated take rate for the eligible population.

(5) Historical manning provides identical data required in this paragraph for the previous 5 years.

(6) Program cost data that details the anticipated cost for the requested program for the current year (first year) and projected cost over the next 5 years.

(7) Additional factors and information for consideration will include:

(a) Other incentives and special pays, including amounts, for any other incentive and pays the eligible population receive. Examples include bonuses, hazardous duty pays, flight pay, and/or medical pay.

(b) Other pertinent information the proponent believes will support the approval of the program. Examples include private sector employment, projected growth, and cost avoidance.

(c) Mitigating factors will include all previous and ongoing actions taken to correct the problem. A “get well” date will be included in this section.

#### **9–5. Quadrennial special pay review board**

a. The QSPR board is designed to be a fair and equitable process with many safeguards to ensure that high standards are maintained and that the integrity of the process is absolute and above reproach.

b. QSPR boards will be comprised of at least eight voting members, including field grade officers and senior non-commissioned officers. The president of the board will be an O–6/GS–15. A DA Civilian will be appointed to the board to serve as recorder without a vote. The following requirements will be enforced by president of the board:

(1) Everyone in the boardroom, to include those individuals selected to brief the board, will sign a nondisclosure memorandum.

(2) The discussion, deliberations, and board proceedings of the board will not be disclosed to any person not a member of the board.

(3) The board will recommend the best qualified programs for award of AIP or SDAP based on the needs of the Army, personnel shortages, and the ability of the unit to meet mission requirements.

(4) The president of the board will read verbatim the closing statement to board members: “You are in recess until such time as you have been notified by the Director, Plans and Resources, DCS, G–1 that the board is adjourned. You are subject to recall. Therefore, you cannot discuss any of the internal deliberations of the board with anyone. You have been instructed by the staff at the office of the DCS, G–1 on those things you can and cannot discuss. I would like to thank you on behalf of the ASA (M&RA) for recommendation to effect special pay.”

c. Proponent appearance and communication is as follows:

(1) Proponents may appear before the board to advocate for AIP or SDAP on behalf of the Soldiers they represent and to address questions from QSPR board members. Although appearance is not required, it is highly encouraged.

(2) Once the board convenes, only the appointed proponent will communicate with the QSPR board.

(3) After the board concludes, the only communication authorized with the QSPR board will be with appointed proponents to address QSPR board inquiries. Proponents will not initiate contact with the QSPR board.

d. If QSPR board members believe that the integrity of the board process or board proceedings has been affected by improper influence from an outside source, misconduct by a board member, or for any other reason, or believe someone is exerting or attempting to exert inappropriate influence over a board member or the board proceedings, QSPR board members must report it to the DCS, G–1.

#### **9–6. Assignment incentive pay**

a. *General.* AIP is designed to encourage Soldiers to volunteer for difficult-to-fill or less desirable assignments, locations, or units designated by, and under the conditions of service specified by the ASA (M&RA).

b. *Program approval.* AIP program approvals are based on the needs of the Army, but personnel shortages and the ability of the unit to meet mission requirements will be given primary consideration.

c. *Length of payment.* AIP is not to be continuous in nature (in other words, it is not a career-type skill or proficiency pay) and will be for a specified period. However, back-to-back AIP is authorized as long as the Soldier continues to meet the specific eligibility requirements and perform duties in the assignment designated for the pay.

*d. General eligibility requirements.*

(1) AIP may be paid to AC or RC Soldiers who are entitled to basic pay under 37 USC 204 or compensation under 37 USC 206.

(2) A Soldier will not receive both hardship duty pay–location (HDP–L) and AIP if the AIP is based on the location.

*e. Payments.*

(1) Payment rates will be established based on the QSPR board's recommendation. Payment will be either monthly payments, installments, or lump sum, but will not exceed a monthly average of \$1,500.

(2) Soldiers may receive multiple AIP payments; however, Soldiers will not receive multiple AIPs for the same purpose and period of service and the combination of AIP payments will not exceed a monthly average of \$1,500.

(3) RC Soldiers entitled to compensation under 37 USC 206 and authorized AIP will be paid an amount of AIP that is proportionate to the compensation received by the RC Soldier under 37 USC 206 for IDT. The Soldier will be awarded an amount at 1/30th of the prescribed monthly rate of AIP for the performance of each authorized period of IDT with pay.

*f. Written agreements.*

(1) Written agreements are not required for monthly payments; however, the servicing personnel office will issue format 333 orders to justify the payment of AIP. AIP orders will include the action (award, change, terminate or reinstate type, and amount), authority, effective date, termination date, duty location or position, and any additional instructions.

(2) Written agreements are required for installments and lump sum payments. Soldiers will enter into a written agreement with the Army in order to qualify for AIP on a lump sum or periodic installments other than monthly basis. The written agreement will specify the period for which the AIP will be paid to the Soldier and the amount of the lump sum or each periodic installment of AIP.

*g. Reassignments and absences.*

(1) A Soldier receiving AIP must serve in the assignment, location, or unit on which the AIP is based. When a Soldier receiving AIP is reassigned to a location or to position not designated for AIP, the pay will terminate on the date of departure from the AIP assignment, location, or unit. Termination does not apply to a Soldier who:

(a) Performs a temporary or special duty that does not exceed 90 days, provided the Soldier will return to the AIP location or position. If, upon completion of the temporary or special duty, the Soldier will not return to an AIP assignment, location, or unit, AIP will terminate on the date of departure from the former AIP assignment, location, or unit.

(b) Attends a course of instruction in a TDY status and the course is necessary for promotion to the next grade or is related directly to or required for continued qualification in the AIP assignment, location, or unit. If upon completion of the course of instruction the Soldier will not return to an AIP assignment, location, or unit, AIP will terminate on the date of departure from the former AIP assignment, location, or unit.

(2) AIP will continue when a Soldier is on an authorized leave, other than leave authorized for a period ending upon the discharge of the Soldier or the release of the Soldier from active duty.

(3) When a Soldier entitled to AIP is AWOL, AIP payments will stop on the first day of AWOL through the day before the date the Soldier is restored to full duty, provided the Soldier remained otherwise eligible for AIP.

(4) AIP will not transfer from one assigned duty assignment, location, or unit to another unless the new duty location or position is eligible for an established AIP program.

*h. Hospitalization.*

(1) When a Soldier requires hospitalization, the Soldier remains entitled to AIP.

(2) If a line of duty investigation determines that the Soldier's injuries are due to his or her own misconduct, AIP payments will stop on the first day of hospitalization through the day before the date the Soldier is restored to full duty, provided the Soldier remained otherwise eligible for AIP.

*i. Confinement.*

(1) When a Soldier entitled to AIP is confined awaiting trial by court-martial, AIP payments will stop on the first day of confinement through the day before the date the Soldier is restored to full duty, provided the Soldier remained otherwise eligible for AIP.

(2) When a Soldier confined awaiting trial by court-martial is acquitted, or has charges dismissed, he or she will be entitled to AIP retroactive to the first day of confinement, provided the Soldier remained otherwise eligible for AIP.

*j. Captured or missing status.* A Soldier entitled to AIP immediately before entering a status of missing, missing in action, interned in a foreign country, or captured by a hostile force will continue to be credited with AIP for each month while in such a status.

*k. Program starts.* AIP programs will be effective on the date of approval. Retroactive AIP program starts are not authorized.

*l. Program reductions.*

(1) AIP program reductions will be effective on 1 January of the following year after the date the program is approved for reduction.

(2) When an AIP a rate is reduced by more than one-half of the original rate, Soldiers are authorized a one-half rate for 12 months. Receipt of the one-half rate will continue for a maximum of 12 months from the date of reduction, provided the Soldier remains otherwise eligible for receipt of AIP.

*m. Program terminations.*

(1) AIP program termination will be effective on 1 January of the following year after the date the program is approved for termination.

(2) When an AIP program is terminated, Soldiers are authorized a one-half rate for 12 months. Receipt of the one-half rate will continue for a maximum of 12 months from the date of termination, provided the Soldier remains otherwise eligible for receipt of AIP. This does not apply if the AIP program is replaced with another assignment-based incentive program or when a Soldier has entered into a written agreement. When Soldiers have a written agreement in place, they will continue to receive AIP under the terms of their existing written agreement, provided they remain otherwise eligible to receive AIP.

*n. Repayment.* A Soldier who receives AIP and who fails to fulfill the eligibility requirements for receipt of such pay will be subject to the repayment provisions of 37 USC 373.

## **9–7. Special duty assignment pay**

*a. Purpose.* SDAP is designed to encourage Soldiers to recognize Soldiers assigned to duties determined to be extremely demanding, require a greater than normal degree of responsibility or difficulty, or require special qualification.

*b. Program approval.* SDAP program approvals are based on the needs of the Army, but pay grade, level of responsibility and the operational nature of the assignment will be given primary consideration.

*c. Length of program.* SDAP is not to be continuous in nature (that is, it is not a career-type skill or proficiency pay) and will be for a specified period. However, back-to-back SDAP is authorized as long as the Soldier continues to meet the specific eligibility requirements and perform duties in the assignment designated for the pay.

*d. General eligibility requirements.*

(1) SDAP may be paid to AC or RC Soldiers who are entitled to basic pay under 37 USC 204 or compensation under 37 USC 206.

(2) A Soldier will not receive both HDP–L and SDAP if the SDAP is based on the location.

*e. Payments.*

(1) The following monthly SDAP rates are authorized for approved special duty assignments:

(a) SD–1: \$75.00.

(b) SD–2: \$150.00.

(c) SD–3: \$225.00.

(d) SD–4: \$300.00.

(e) SD–5: \$375.00.

(f) SD–6: \$450.00.

(2) SDAP levels will be established based on the QSPR board's recommendation.

(3) Soldiers may receive multiple SDAP payments; however, Soldiers will not receive multiple SDAPs for the same purpose and period of service and the combination of SDAP monthly payments will not exceed \$750.

(4) RC Soldiers entitled to compensation under 37 USC 206 and authorized SDAP will be paid an amount of SDAP that is proportionate to the compensation received by the RC Soldier under 37 USC 206 for IDT. The Soldier will be awarded an amount at 1/30th of the prescribed monthly rate of SDAP for the performance of each authorized period of IDT with pay.

*f. Orders issuance.* The servicing personnel office will issue format 330 orders to justify the payment of SDAP. SDAP orders will include the action (award, change, terminate or reinstate type, and amount), authority, effective date, termination date, duty location or position, and any additional instructions.

*g. Reassignments and absences.*

(1) A Soldier receiving SDAP must serve in the assignment on which the SDAP is based. When a Soldier receiving SDAP is reassigned to a location or to position not designated for SDAP, the pay will terminate on the date of departure from the SDAP assignment. Termination does not apply to a Soldier who:

(a) Performs a temporary or special duty that does not exceed 90 days, provided the Soldier will return to the SDAP assignment. If, upon completion of the temporary or special duty, the Soldier will not return to an SDAP assignment, SDAP will terminate on the date of departure from the former SDAP assignment.

(b) Attends a course of instruction in a TDY status and the course is necessary for promotion to the next grade or is related directly to or required for continued qualification in the SDAP assignment. If upon completion of the course of instruction the Soldier will not return to an SDAP assignment, SDAP will terminate on the date of departure from the former SDAP assignment.

(2) SDAP will continue when a Soldier is on an authorized leave, other than leave authorized for a period ending upon the discharge of the Soldier or the release of the Soldier from active duty.

(3) When a Soldier entitled to SDAP is AWOL, SDAP payments will stop on the first day of AWOL through the day before the date the Soldier is restored to full duty, provided the Soldier remained otherwise eligible for SDAP.

(4) SDAP will not transfer from one assigned duty assignment, location, or unit to another unless the new duty assignment is eligible for an established SDAP program.

*h. Hospitalization.*

(1) When a Soldier requires hospitalization, the Soldier remains entitled to SDAP.

(2) If a line of duty investigation determines that the Soldier's injuries are due to his or her own misconduct, SDAP payments will stop on the first day of hospitalization through the day before the date the Soldier is restored to full duty, provided the Soldier remained otherwise eligible for SDAP.

*i. Confinement.*

(1) When a Soldier entitled to SDAP is confined awaiting trial by court-martial, SDAP payments will stop on the first day of confinement through the day before the date the Soldier is restored to full duty, provided the Soldier remained otherwise eligible for AIP.

(2) When a Soldier confined awaiting trial by court-martial is acquitted, or has charges dismissed, he or she will be entitled to AIP retroactive to the first day of confinement, provided the Soldier remained otherwise eligible for SDAP.

*j. Captured or missing status.* A Soldier entitled to SDAP immediately before entering a status of missing, missing in action, interned in a foreign country, or captured by a hostile force will continue to be credited with SDAP for each month while in such a status.

*k. Program starts.* SDAP programs will be effective on the date of approval. Retroactive SDAP program starts are not authorized.

*l. Program reductions.*

(1) SDAP program reductions will be effective on 1 January of the following year after the date the program is approved for reduction.

(2) When an SDAP a rate is reduced by more than one-half of the original rate, Soldiers are authorized a one-half rate for 12 months. Receipt of the one-half rate will continue for a maximum of 12 months from the date of reduction, provided the Soldier remains otherwise eligible for receipt of SDAP.

*m. Program terminations.*

(1) SDAP program termination will be effective on 1 January of the following year after the date the program is approved for termination.

(2) When an SDAP program is terminated, Soldiers are authorized a one-half rate for 12 months. Receipt of the one-half rate will continue for a maximum of 12 months from the date of termination, provided the Soldier remains otherwise eligible for receipt of SDAP.

*n. Repayment.* A Soldier who receives SDAP and who fails to fulfill the eligibility requirements for receipt of such pay will be subject to the repayment provisions of 37 USC 373.

## **9–8. Hardship duty pay**

### **–location**

*a.* HDP–L is designed to recognize service at locations where living conditions are substantially below those normally found within CONUS and to provide equity across DoD for Soldiers assigned to these locations.

*b.* Soldiers permanently assigned or serving in a TDY or deployed or attached status for over 30 consecutive days in a designated area will receive HDP–L. Soldiers on permanent reassignment to the area are eligible for HDP–L from the day of arrival at the new PDS.

*c.* The Assistant Secretary of Defense for Manpower and Reserve Affairs (ASD (M&RA)) designates locations and specific amounts for HDP–L. See DoD FMR, Volume 7A for a list of designated locations and authorized monthly rates.

*d.* The maximum total HDP–L a Soldier may receive in any one month is \$150. If a Soldier is in receipt of HFP or IDP, then the maximum amount of HDP–L is \$100.

*e.* Soldiers performing TDY in a designated area are not eligible for HDP–L during the first 30 days of consecutive duty in the area. On the 31st day, HDP–L is payable to the Soldier retroactive to the date they reported for duty at the location.

## **Chapter 10**

### **Hazard Pay Program**

#### **10–1. Policy provisions**

Except as otherwise provided by law, the Army may pay an incentive to a Soldier entitled to basic pay under 37 USC 204 or compensation under 37 USC 206 provided the Soldier meets the qualification for the hazard pay (HzP). Conditions of entitlement and rates payable for each HzP listed in this chapter are contained in DoDI 1340.09.

#### **10–2. General entitlements**

The HzP program includes, but is not limited to:

- a.* HFP.
- b.* IDP.
- c.* HDIP.
  - (1) Flying duty HDIP (see AR 600–106).
  - (2) Parachute duty HDIP.
  - (3) Demolition duty HDIP.
  - (4) Diving duty HDIP.
  - (5) Experimental stress duty HDIP.
  - (6) HDIP for duty involving exposure to highly toxic pesticides.
  - (7) HDIP for laboratory duty utilizing live dangerous viruses or bacteria.
  - (8) HDIP for duty involving toxic fuels and propellants.
  - (9) HDIP for duty involving handling chemical munitions.
  - (10) Weapons of mass destruction civil support (WMDCS) team HDIP.
  - (11) For additional HDIP, see DoD FMR Volume 7A.

#### **10–3. General entitlement provisions and restrictions**

- a.* 37 USC 351 precludes the use of varied HzP criteria or payment rates for officers and enlisted Soldiers.
- b.* Soldiers must be on competent orders to serve in the area or to perform the hazardous duty to qualify for an incentive.
- c.* A Soldier may receive HFP or IDP, and HDIP in addition to any other pay and allowance, unless simultaneous receipt is precluded under the provisions of DoDI 1340.09.
- d.* A Soldier who, in the line of duty, incurs a wound, injury, or illness while serving in a combat operation or a CZ, while serving in a hostile fire area or while exposed to a hostile fire event (regardless of location), and who is hospitalized for the treatment of such a wound, injury, or illness may continue to receive HzP.

#### **10–4. Hostile fire pay**

- a.* HFP may be paid to a Soldier who:
  - (1) Performs duty in a hostile fire area.
  - (2) Is exposed to a hostile fire event.
  - (3) Is on duty during a month in an area in which a hostile event occurred that placed the Soldier in grave danger of physical injury.
  - (4) Is killed, injured, or wounded by a hostile fire event.
- b.* Soldiers may be paid either HFP or IDP for any month while serving in an imminent danger area but not both.
- c.* In the case of a Soldier who is exposed to hostile fire event, the entire monthly amount of HFP is payable for the month in which the hostile event occurs.
- d.* Soldiers will only receive one HFP payment per month in which a hostile fire event(s) occurred, provided the appropriate on-scene commander closest to the event certifies that the Soldier has met the requirements for such pay.
- e.* For payment of HFP, the closest on-scene commander must certify that the Soldier was subjected to hostile fire, explosion of hostile mines, or other hostile action during a specific period and meets the other requirements for HFP described in paragraph 10–4*a*.



*f.* A death certificate or incident report documenting a Soldier's injury or wound from a hostile fire event may serve as a substitute for certification for purposes of HFP as long as the document establishes that the cause of death, injury, or wound was due to a hostile fire event.

(1) Certification must include the name and appropriate Department of Defense identification (DoDID) number of each Soldier eligible to receive HFP, a short description of the incident, and when and where it occurred.

(2) The certification will be forwarded directly to the servicing FO/DMPO via the geographic combatant commander exercising operational control over the Soldier(s) at the time of the hostile fire event.

(3) The geographic combatant commander will retain the certification in order to respond to periodic requests from the ASD (M&RA) for summary data on HFP-related events and circumstances.

*g.* Any determination of fact that is made by the on-scene commander in connection with determining whether a triggering event has occurred for the payment of HFP is conclusive. No other officer or agency of the United States will review the determination unless fraud or gross negligence is suspected. However, the ASA (M&RA) may change the determination on the basis of new evidence or for other good cause.

#### **10–5. Imminent danger pay**

*a.* IDP may be paid to a Soldier who is on competent orders to serve in the area and subject to the threat of physical harm or imminent danger based on civil insurrection, civil war, terrorism, or wartime conditions in a foreign area.

*b.* In the case of a Soldier receiving IDP for serving in an IDP area, IDP will be prorated using the daily rate to reflect the duration of the Soldier's actual qualifying service during the month.

*c.* Soldiers who perform duty in a designated imminent danger area will be paid IDP for the duration of their qualifying service during the month. For IDP purposes, a Soldier is considered to "perform duty" in a designated imminent danger area if the Soldier is either permanently assigned to a designated area or performs assigned official duties in a designated imminent danger area under TDY orders requiring their presence in the designated area and the duty is specifically related to the IDP area.

*d.* Soldiers who are absent from the designated IDP area for an entire calendar month are not eligible for IDP for that month.

*e.* Soldiers performing duty in an IDP area may be eligible for IDP if the Soldiers are:

(1) Ordered to fly into an airspace specifically designated as an imminent danger area to perform a mission in that airspace and is not merely transiting through the imminent danger area. When airspace is not specifically designated, Soldiers who perform duty over the area are not entitled to IDP unless they land in the IDP area.

(2) Performing duty in a vessel that is under operational orders that require conducting operations in designated imminent danger area waters, the operations relate to these waters, and the vessel is not merely transiting through these waters.

*f.* Soldiers not performing duty in a designated imminent danger area are ineligible for IDP if the Soldiers in the designated imminent danger area are:

(1) On leave from a duty station outside the area.

(2) Solely in the area for personal convenience.

(3) Transiting through the area regardless of the mode of transit (sea, air, or ground).

*g.* IDP designation requests are the responsibility of the geographic combatant commander.

(1) Combatant commanders submit IDP designation requests through the Director of the Joint Staff, to the ASD (M&RA) in accordance with DoDI 1340.09.

(2) The ASD (M&RA) reviews IDP designation requests based on the geographic combatant commander's threat assessment and the politico-military analysis of the Assistant Secretary of Defense for International Security Affairs, the Assistant Secretary of Defense for Homeland Defense and Americas' Security Affairs, or the Assistant Secretary of Defense for Asian and Pacific Security Affairs.

(3) The effective date for commencement of the period during which IDP may be paid for duty performed in a designated imminent danger area may be the date occurring before, on, or after the actual date the ASD (M&RA) makes the designation. The effective date of new designations will normally be the date of the geographic combatant commander's most current IDP area assessment, unless a later date is otherwise requested. The payment IDP for the period between the commencement date and the date on which the designation is made will be subject to the availability of appropriated funds.

*h.* An imminent danger area designation will be terminated by the ASD (M&RA) when circumstances no longer warrant continuation of such designation. Normally, a designation remains in effect until terminated either as a result of an ASD (M&RA)-requested periodic review or from the recommendation of the geographic combatant commander or the Director, Joint Staff.

## **10–6. Hazardous duty incentive pay–general provisions**

*a.* HDIP provides a monetary incentive to Soldiers who volunteer to perform a duty designated as hazardous, based upon the inherent dangers of the duty and risks of physical injury.

*b.* HDIP may be paid to a Soldier who performs duty, under competent orders, that is inherently dangerous or risks physical injury.

*c.* Orders will be issued by:

(1) The unit commander ordering or relieving a Soldier from such duty.

(2) The unit commander of the losing organization when a change of station is involved and the new assignment does not include the requirement to perform hazardous duty.

(3) The gaining organization commander when a change of station is involved and it is not known until the Soldier arrives at the new assignment that the assignment will not include hazardous duty. As soon as practicable, issue orders terminating the Soldier's hazardous duty status.

(4) The transition activity commander.

(5) The hospital commander for a Soldier who is transferred by PCS orders to a hospital for treatment.

*d.* In accordance with DoDI 1340.09, the payment of HDIP is at the discretion of the Service. The ASA (M&RA) may submit a request to the ASD (M&RA) to designate a particular duty as hazardous for the purpose of offering a monthly HDIP.

*e.* The duties listed in this regulation are designated as hazardous and HDIP payments to eligible Soldiers required to perform these duties under competent orders. Periodically, a review of these duties will be conducted with units to determine necessary policy changes for this regulation.

*f.* Soldiers must be serving in a documented HDIP billet and performing the duties of the assigned billet to qualify for HDIP. Double slotting of documented HDIP billets is not authorized.

*g.* To be eligible for HDIP, a Soldier must be in training, have successfully completed the qualifying training and technical qualification, or meet qualification requirements for the performance of the hazardous duty.

*h.* Soldiers who qualify for HDIP for more than one type of hazardous duty may receive no more than three payments for the same period. Multiple HDIP is limited to those Soldiers required by orders to perform specific multiple hazardous duties as required by the documented billet to which they are assigned.

*i.* Soldiers are eligible to receive HDIP on the effective date of the hazardous duty order. HDIP ends on the effective date published in orders for termination of such duty or the date the Soldier is no longer required to perform the hazardous duty.

(1) When a Soldier begins hazardous duty on a date other than the first day of a month, or terminates that duty prior to the last day of a month and otherwise meets the requirements of the pay for the month, the Soldier is entitled to a prorated portion of HDIP for the month.

(2) The prorated monthly amount is calculated using the daily rate to reflect the duration of the Soldier's actual qualifying service during the month.

*j.* In order to start or stop the entitlement to HDIP, the FO/DMPO will use orders assigning Soldiers to or terminating their assignment from performance of the hazardous duty. Once entitlement is established, HDIP will be credited systemically to the Soldier's MMPA each month unless a transaction is processed to stop the entitlement.

*k.* Continued entitlement of HDIP is contingent upon the actual performance of hazardous duty. The unit commander will use DA Form 4730 (Certificate for Non-Performance of Hazardous Duty) to document nonperformance of hazardous duty. The unit commander will retain a copy of DA Form 4730 for 12 months.

*l.* Unit commanders may suspend a Soldier's HDIP, without terminating the hazardous duty status, when the Soldier fails to perform a qualifying parachute jump in the previous 6 months, or the previous 3 months for all other types of hazardous duty. Unit commanders will use DA Form 4730 to suspend a Soldier's HDIP. In order to suspend HDIP, the FO/DMPO will use the DA Form 4730 certified by the unit commander. HDIP will remain suspended until the unit commander certifies the Soldier performed the hazardous duty, using a DA Form 4730, for which the HDIP is authorized.

*m.* HDIP terminates on the effective date shown in orders relieving a Soldier from hazardous duty.

*n.* Soldiers who are temporarily unable to perform a hazardous duty due to an injury or illness that is not the result of the Soldier's own misconduct may continue to receive HDIP for up to 6 months. The unit will furnish the FO/DMPO a statement similar to the following to support the continuation of HDIP: "[Name], [grade], [DoDID number], [organization] is unable to perform hazardous duty due to an injury or illness. The incapacity originated on [date]. During the period from [date] to [end of month (EOM) or termination of entitlement to incentive pay], the Soldier continued to be incapacitated." The unit medical officer will date and sign this statement.

(1) On a case-by-case basis, first O-5 in the Soldier's chain of command may authorize an extension of HDIP for an additional 6 months based on the battalion surgeon's recommendation. However, under no circumstance will HDIP payments continue beyond 12 months from the date of injury or illness.

(2) HDIP will be terminated for Soldiers permanently disqualified or otherwise determined to no longer eligible to perform hazardous duty by a competent medical authority.

*o.* The FO/DMPO will process collection action of HDIP when a Soldier who is entitled to HDIP fails to meet the prescribed performance requirements for a calendar month. The FO/DMPO will not suspend a Soldier's HDIP without the unit commander's approval.

*p.* RC Soldiers entitled to compensation under 37 USC 206 and who are eligible for HDIP may be paid a monthly amount of HDIP proportionate to the compensation received under 37 USC 206 for IDT.

*q.* Soldiers are not authorized HDIP when Soldiers are performing any hazardous duty on a permissive basis.

#### **10-7. Parachute duty hazardous duty incentive pay**

*a.* Soldiers required by competent orders to perform parachute duty are entitled to parachute duty HDIP.

*b.* Soldiers must meet the following qualifications:

(1) Must be a graduate of an authorized Basic Airborne Course or Military Free-Fall (MFF) Parachutist Course, including those Soldiers who are undergoing training to be qualified as a parachutist or MFF parachutist; and

(2) Must be in a documented paid parachutist position and required to engage in parachute jumping from an aircraft in aerial flight; and

(3) Meet the minimum performance requirements listed in paragraph 10-7*d* or 10-7*e*.

*c.* To qualify for the higher MFF HDIP rate, the Soldier must perform MFF duty as an essential part of their military duty in MFF operations where parachute deployment by the jumper occurs without the use of a static line.

*d.* To qualify for parachute duty HDIP for a 3-month period the Soldier is required to jump at least once during the 3-month period.

*e.* When a Soldier is unable to perform at least one jump in a 3-month period due to reasons beyond the Soldier's control, the Soldier may jump twice during a 6-month period, including two jumps in the same month, to maintain eligibility for two consecutive 3-month periods.

*f.* The following exceptions are waivers to the 3-month jump policy:

(1) Nonavailability of jump equipment or aircraft, attendance at military education or training of less than 179 days, or inclement weather. Commanders in the pay grade of O-5 or above may waive the jump requirement for one jump during a 12-month period. Soldiers must maintain their proficiency through refresher training in lieu of jumping in order to retain eligibility for parachute duty HDIP during the waived period. The type of refresher training is left to the commander's discretion based on the proficiency of the Soldier. However, at a minimum, refresher training the Soldier will receive is Sustained Airborne Training consisting of parachute landing falls and mock door training, a review of the five points of performance, towed jumpers, collisions and entanglements, malfunctions, activation of the reserve parachute, and emergency landings.

(2) The appropriate commander, grade O-7 or above, may waive the minimum jump requirement when a Soldier is unable to perform a jump due to combat operations or being operationally deployed. Upon returning from deployment, the Soldier must complete Basic Airborne Refresher training and jump within 3 months.

*g.* Soldiers must maintain their eligibility for parachute duty HDIP through the actual performance of a parachute jump unless the minimum jump requirement is waived. If the Soldier does not have a waiver and fails to meet the minimum jump requirement, the commander will suspend the Soldier's parachute duty HDIP if the commander believes the Soldier will not meet the minimum jump requirements in the next 3-month period. Any overpayment or unearned portion of the pay will be subject to repayment.

*h.* Soldiers unable to perform parachute duty due to an injury or illness that is not the result of the Soldier's own misconduct may continue to receive HDIP in accordance with paragraph 10-6.

*i.* Unless otherwise updated by the ASD (M&RA):

(1) HDIP rate for a static line parachutist is \$150 per month.

(2) HDIP rate for an MFF parachutist is \$225 per month.

(3) Soldiers will only receive one parachute duty HDIP (static line or MFF) in a month. When a Soldier qualifies for both types of parachute duty, the higher rate of HDIP is authorized.

(4) Soldiers may use an MFF jump to meet the minimum jump requirements for a static line jump.

(5) Soldiers assigned to a free fall demonstration team (the Golden Knights and the Black Daggers) and performing live aerial demonstrations are authorized the HDIP rate for an MFF parachutist.

*j.* Parachute duty HDIP will be paid provided prescribed requirements are met, only from the date of reporting for duty or training. Soldiers who arrive after the first day of the month or depart prior to the last day of the month and

are not on hazardous duty orders for a full calendar month will receive a prorated HDIP payment for these months. HDIP is prorated in accordance with paragraph 10–6.

k. Parachute duty HDIP is not authorized for Soldiers approved to participate in the Army Permissive Parachuting and Training Program in accordance with AR 350–1.

#### **10–8. Demolition duty hazardous duty incentive pay**

a. Soldiers required by competent orders to perform demolition duty are entitled to demolition duty HDIP.

b. To qualify for demolition duty HDIP, Soldiers must be in a documented paid demolition duty position and be required to perform duty involving the demolition of explosives as a primary duty, including training for demolition duty.

c. Demolition duty HDIP is payable during a calendar month that one of the following performance criteria is met at least one time during the calendar month:

(1) Performs demolition duty using explosive objects, obstacles, or other explosive ordnance or recovers and renders harmless by disarming or demolishing explosives that have failed to function as intended or which have become a potential hazard.

(2) Participates as students or instructors in instructional training for duties described in paragraph 10–8c(1), provided that live explosives are used in such training.

(3) Participates in authorized experimentation with or development of tools, equipment, or procedures for the demolition and rendering harmless of explosives, provided live explosives are used in the experimentation or development.

d. Soldiers assigned to one of the following assignments are authorized demolition duty HDIP:

(1) A documented explosives ordnance disposal billet when qualified in area of concentration (AOC) 89E or MOS 89D and required to perform the duties described in this paragraph.

(2) As a student or instructor in an approved AOC 89E or MOS 89D producing course and required to perform the duties described in this paragraph.

(3) As an 89B U.S. Army Ordnance School instructor whose primary duty consists of destruction and demilitarization of live munitions while conducting training in the course.

(4) As an enlisted combat engineer, MOS 12B with additional skill identifier E8, in a documented explosive ordnance clearance agent billet and required to perform the duties described in this paragraph.

(5) As a Special Operations Forces Soldier serving in a documented demolition duty billet and required to perform the duties described in this paragraph.

(6) Master breachers assigned to the 75th Ranger Regiment serving in documented demolition duty billets and required to perform the duties described in this paragraph.

e. Unless otherwise updated by the ASD (M&RA), the HDIP rate for demolition duty is \$150 per month.

f. Demolition duty HDIP will be paid provided prescribed requirements are met, only from the date of reporting for duty or training. Soldiers who arrive after the first day of the month or depart prior to the last day of the month and are not on hazardous duty orders for a full calendar month will receive a prorated HDIP payment for these months. HDIP is prorated in accordance with paragraph 10–6.

g. Soldiers unable to perform demolition duty due to an injury or illness that is not the result of the Soldier's own misconduct may continue to receive HDIP in accordance with paragraph 10–6.

#### **10–9. Experimental stress duty hazardous duty incentive pay**

a. Soldiers required by competent orders to perform experimental stress duty are entitled to experimental stress duty HDIP.

b. Experimental stress duty HDIP is limited to the following duties:

(1) *Human acceleration or deceleration experimental subject.* Duty performed as human acceleration or deceleration experimental subjects using experimental acceleration or deceleration devices.

(2) *Thermal stress duty.* Duty performed as human thermal experimental subjects in thermal stress experiments.

(3) *Low-pressure chamber duty.* Duty performed within a low-pressure (altitude) chamber at physiological facilities as human test subject, inside instructor-observer or inside observer-tender.

(4) *High-pressure chamber duty.* Duty performed within a high-pressure (hyperbaric or recompression) chamber or hyperbaric complex as a:

(a) Human test subject for approved protocols applicable to the research, development, testing, and evaluation of diving, hyperbaric, and underwater-related tools, systems, equipment, and procedures.

(b) Recompression chamber/hyperbaric complex inside instructor-observer or inside observer-tender during the conduct of protocols involving the use of human test subjects.

(c) Recompression chamber/hyperbaric complex inside instructor-observer or inside observer-tender during the conduct of hyperbaric treatment or hyperbaric therapy procedures which include, but are not limited to, treatment of ailments incidental to diving and hyperbaric/hypobaric exposure.

c. Soldiers are only eligible for one payment of experimental stress duty HDIP during a month regardless of the number or types of experimental stress duty performed during a month.

d. A Soldier is eligible to receive HDIP for experimental stress duty when assigned to that duty by competent orders and performs such duty during the month involved. Competent medical authorities of the military department concerned must determine if the Soldier is engaged in one or more stress experiments involving risk of experimental hazard.

e. Soldiers designated as diving medical technicians are authorized experimental stress duty HDIP when the Soldiers perform duty as an inside observer or tender in a hyperbaric (high-pressure) chamber.

f. Unless otherwise updated by the ASD (M&RA), the HDIP rate for experimental stress duty is \$150 per month.

g. Experimental stress duty HDIP will be paid provided prescribed requirements are met, only from the date of reporting for duty or training. Soldiers who arrive after the first day of the month or depart prior to the last day of the month and are not on hazardous duty orders for a full calendar month will receive a prorated HDIP payment for these months. HDIP is prorated in accordance with paragraph 10–6.

h. Soldiers unable to perform experimental stress duty due to an injury or illness that is not the result of the Soldier's own misconduct may continue to receive HDIP in accordance with paragraph 10–6.

#### **10–10. Hazardous duty incentive pay for duty involving exposure to highly toxic pesticides**

a. Soldiers required by competent orders to perform duty while assigned to the entomology, pest control, pest management, or preventive medicine functions of uniformed service for a period of 30 consecutive days or more and have frequent and regular exposure to highly toxic pesticides are entitled to HDIP for duty involving exposure to highly toxic pesticides.

b. Soldiers must perform fumigation duties during a calendar month to receive HDIP for the month. Duty under this paragraph covers any fumigation task that uses:

(1) Phosphine, sulfuryl fluoride, hydrogen cyanide, or methyl bromide.

(2) A fumigant of comparable high-acute toxicity and hazard potential.

c. Using solid fumigant formulations such as aluminum phosphide, magnesium phosphide, and calcium cyanide in the outdoor control of burrowing animals does not qualify a Soldier for incentive pay under this paragraph.

d. HDIP for duty involving exposure to toxic pesticides is \$150 per month unless otherwise updated by the ASD (M&RA).

e. Soldiers who otherwise meet the eligibility criteria but who do not participate in a full calendar month of duty involving exposure to highly toxic pesticides will receive a prorated HDIP payment for these months. HDIP is prorated in accordance with paragraph 10–6.

f. Soldiers unable to perform duty involving exposure to highly toxic pesticides due to an injury or illness that is not the result of the Soldier's own misconduct may continue to receive HDIP in accordance with paragraph 10–6.

#### **10–11. Hazardous duty incentive pay for laboratory duty utilizing live dangerous viruses or bacteria**

a. Soldiers whose primary duty involves laboratory work that utilizes live dangerous viruses or bacteria are entitled to HDIP for laboratory duty utilizing live dangerous viruses or bacteria.

b. Soldiers are eligible for HDIP only when their primary duty involves work that utilizes live and dangerous viruses or bacteria while assigned by competent orders for a period of 30 consecutive days or more to participate in or conduct applied or basic research that is characterized by a changing variety of techniques, procedures, equipment, and experiments. This duty requires Soldiers to work directly with microorganisms:

(1) That cause diseases with a high potential for mortality and for which effective therapeutic procedures are not available; and

(2) For which no effective prophylactic immunization exists.

c. HDIP for laboratory duty that uses live dangerous viruses or bacteria is \$150 per month unless otherwise updated by the ASD (M&RA).

d. Soldiers who otherwise meet the eligibility criteria but who do not participate in a full calendar month of laboratory duty utilizing live viruses or bacteria will receive a prorated HDIP payment for these months. HDIP is prorated in accordance with paragraph 10–6.

*e.* Soldiers unable to perform laboratory duty using live dangerous viruses or bacteria due to an injury or illness that is not the result of the Soldier's own misconduct may continue to receive HDIP in accordance with paragraph 10–6.

#### **10–12. Hazardous duty incentive pay for duty involving toxic fuels and propellants**

*a.* Soldiers required by competent orders to participate in duty involving toxic fuels and propellants as their primary duty are entitled to HDIP for duty involving toxic fuels and propellants.

*b.* A Soldier is eligible to receive HDIP for duty involving the servicing of aircraft or missiles with highly toxic fuels or propellants when this duty is performed as a primary duty according to the requirements set forth in this paragraph.

*c.* A Soldier is eligible to receive HDIP for duty involving the servicing of aircraft or missiles with highly toxic fuels or propellants for the testing of aircraft or missile systems (or components of such systems) during which highly toxic fuels are used when this duty is performed as a primary duty according to the requirements listed in paragraph 10–12*d*.

*d.* Primary duty requirements for this HDIP consist of:

(1) Removal, replacement, and servicing of the emergency power unit of an aircraft with H–70 propellant (30 percent water, 70 percent hydrazine).

(2) Participation by those personnel performing duties in this paragraph who must also participate in an emergency response force, spill containment, or spill cleanup involving H–70 propellant.

(3) Handling and maintaining the liquid propellants (liquid oxidizer-nitrogen tetroxide, unsymmetrical dimethyl hydrazine) if such duty requires the qualification in the use of the rocket fuel handler's clothing outfit and involves:

(*a*) Launch duct operations, including flow, pressurization, onload, offload, setup, or tear down involving propellant transfer operations.

(*b*) Setup, installation, or tear down for fuel/oxidizer flow.

(*c*) Decontamination of equipment, including, but not limited to, the rocket fuel handler's clothing outfit.

(*d*) Venting or pressurizing missile fuel or oxidizer tanks.

(*e*) Removing or replacing missile components while missile fuel and oxidizer tanks are loaded with such propellants.

(*f*) Transferring propellants between commercial and military holding trailers, or between holding trailers and fuel/oxidizer pump rooms.

(*g*) Normal preventive maintenance activities including, but not limited to, seal changes.

(4) Handling and maintaining the propellants unsymmetrical dimethyl hydrazine and inhibited red-fuming nitric acid.

(5) Involvement with other toxic substances contained in missile or aircraft weapon system fuels or propellants as determined by the ASA (M&RA).

*e.* HDIP for the handling of toxic fuels and propellants is \$150 per month unless otherwise updated by the ASD (M&RA).

*f.* Soldiers who otherwise meet the eligibility criteria but who do not participate in a full calendar month of duty involving toxic fuels and propellants will receive a prorated HDIP payment for these months. HDIP is prorated in accordance with paragraph 10–6.

*g.* Soldiers unable to perform duty involving toxic fuels and propellants due to an injury or illness that is not the result of the Soldier's own misconduct may continue to receive HDIP in accordance with paragraph 10–6.

*h.* Authorization of this pay is based upon the performance of this primary duty that has the potential for accidental or inadvertent exposure to highly toxic fuels or propellants or related substances and not upon actual quantifiable exposure to such substances. Therefore, neither this construction of the term nor the receipt of the pay provided for in this paragraph may be construed as indicating that any Soldier eligible to such pay has been actually exposed to highly toxic fuels or propellants or related substances contrary to the provisions of any statute, executive order, rule, or regulation relating to health or safety which is applicable to the uniformed services.

#### **10–13. Hazardous duty incentive pay for duty involving handling chemical munitions**

*a.* Soldiers required by competent orders to participate in duty involving handling chemical munitions as their primary duty are entitled to HDIP for duty involving handling chemical munitions.

*b.* To be eligible, the duty involving the handling of chemical munitions (or components of such munitions) as a Soldier's primary duty must require the direct physical handling of:

(1) Toxic chemical munitions incident to storage, maintenance, testing, surveillance, assembly, disassembly, demilitarization, or disposal of said munitions.

(2) Chemical surety material defined by the ASA (M&RA), incident to manufacture, storage, testing, laboratory analysis, detoxification, or disposal of said material.

(3) Toxic chemical munitions incident to the technical escort of shipments of said munitions.

(4) Chemical surety material, defined by the ASA (M&RA), incident to technical escort of shipments of said material.

c. The following duties are not eligible for HDIP:

(1) Handling of the individual components of binary chemical agents or munitions.

(2) User handling incident to loading, firing, or otherwise launching the toxic chemical munitions, or field storage operations during hostilities.

(3) Handling of research, development, testing, and evaluation dilute solutions of toxic chemicals as defined by the Service Secretary concerned.

(4) Handling of riot control agents, chemical defoliants and herbicides, smoke, flame and incendiaries, and industrial chemicals.

d. HDIP for the handling of chemical munitions is \$150 per month unless otherwise updated by the ASD (M&RA).

e. Soldiers who otherwise meet the eligibility criteria but who do not participate in a full calendar month of duty handling chemical weapons will receive a prorated HDIP payment for these months. HDIP is prorated in accordance with paragraph 10–6.

f. Soldiers unable to perform duty involving handling chemical munitions due to an injury or illness that is not the result of the Soldier's own misconduct may continue to receive HDIP in accordance with paragraph 10–6.

g. The Army authorized the payment HDIP for the performance of this primary duty that has the potential for accidental exposure to chemical agents and not upon actual quantifiable exposure to such agents. Therefore, neither the construction of the term nor the receipt of pay provided for in this paragraph, may be construed as indicating that any person eligible to such pay actually has been exposed to chemical agents contrary to the provisions of any statute, executive order, rule, or regulation relating to health and safety which is applicable to the uniformed services.

#### **10–14. Weapons of mass destruction civil support team hazardous duty incentive pay**

a. RC Soldiers assigned to WMDCS teams are entitled to WMDCS team HDIP.

b. To be eligible for WMDCS team HDIP, a Soldier must be:

(1) Entitled to basic pay under 37 USC 204.

(2) Assigned by competent orders to duty as a member of a WMDCS team.

(3) Fully qualified for WMDCS team operations.

(4) Serving on an approved active duty tour in excess of 139 days in a DoD designated and certified WMDCS team position.

c. HDIP for RC Soldiers assigned to a WMDCS team is \$150 per month unless otherwise updated by the ASD (M&RA).

d. Soldiers who otherwise meet the eligibility criteria but who do not participate in a full calendar month as a WMDCS team member will receive a prorated HDIP payment for these months. HDIP is prorated in accordance with paragraph 10–6j.

e. Soldiers unable to perform WMDCS duty due to an injury or illness that is not the result of the Soldier's own misconduct may continue to receive HDIP in accordance with paragraph 10–6.

#### **10–15. Diving duty hazardous duty incentive pay**

a. Soldiers required by competent orders to participate in diving duty as part of their primary duty area entitled to diving duty HDIP.

b. To qualify for diving duty HDIP, Soldiers must be in a documented paid diving duty position and be required to perform diving duty as a primary duty, including training for diving duty.

c. Soldiers must meet the following eligibility criteria to qualify for diving duty HDIP:

(1) Must be in diver in training at an approved military diving school or a graduate from a Combat Diving Qualification Course conducted by U.S. Army John F. Kennedy Special Warfare Center and School, Key West, Florida; the U.S. Navy Special Warfare Center, Coronado, California; or other U.S. Army Special Operations Command-approved combat diver training course.

(2) Assigned by competent orders to diving duty.

(3) Meet the requirements to maintain proficiency as a diver in accordance with AR 611–75.

d. The following rates of diving duty HDIP are authorized:

(1) Dive trainee (officer and enlisted): \$110 per month.

(2) Combat diver (officer and enlisted): \$215 per month.

- (3) Diving medical officer: \$215 per month.
- e. Soldiers are not entitled to receive diving duty HDIP after diving qualifications have lapsed. Upon requalification, no payments will be made for the period of the lapsed qualification.
- f. Soldiers who otherwise meet the eligibility criteria but who do not participate in a full calendar month of diving duty will receive a prorated HDIP payment for these months. HDIP is prorated in accordance with paragraph 10–6j.
- g. Soldiers unable to perform diving duty due to an injury or illness that is not the result of the Soldier's own misconduct may continue to receive HDIP in accordance with paragraph 10–6.
- h. Diving duty HDIP is not authorized for Soldiers approved to participate in permissive combat diving in accordance with AR 611–75.

## **Chapter 11**

### **Diver Skill Incentive Pay**

#### **11–1. Policy provisions**

- a. Engineer divers (MOS 12D) or engineer officers with marine diver skill identifier 5V are authorized diver skill incentive pay (DSIP) provided the Soldier meets the qualifications listed in this chapter and in AR 611–75.
- b. To qualify for DSIP, Soldiers must be in a documented paid diving duty position and be required to perform diving duty as a primary duty.

#### **11–2. Eligibility**

Soldiers must meet the following eligibility criteria to qualify for DSIP:

- a. Complete either of the following at an Army-approved diving school:
  - (1) *Officer.* Engineer Diver Course (MOS 12D10) Phase 1 and U.S. Marine Engineer Dive Officer Course.
  - (2) *Enlisted.* Engineer Diver (MOS 12D) Phase 1 Course and Phase 2 Course.
- b. Meet the qualification and proficiency requirements to maintain qualification as a rated engineer diver in accordance with AR 611–75.
- c. Perform a dive every 90 days that meets or exceeds the guidelines for the minimum depth and bottom time requirements in accordance with AR 611–75 or a working dive of any depth or duration to maintain eligibility for monthly pay.

#### **11–3. Payment**

- a. The following rates of DSIP are authorized:
  - (1) Diver second class: \$150 per month.
  - (2) Salvage diver: \$175 per month.
  - (3) Diver first class: \$215 per month.
  - (4) Engineer diving officer: \$240 per month.
  - (5) Master diver: \$340 per month.
- b. Orders announcing effective and termination dates of special and/or HDIP will be published in accordance with AR 600–8–105 using format 330. DSIP is a proficiency skill pay and not HDIP.
- c. Soldiers are eligible to receive DSIP on the effective date of the order. DSIP ends on the effective date published in orders for termination of such duty or the date the Soldier is no longer required to perform diving duty.
  - (1) When a Soldier begins diving duty on a date other than the first day of a month, or terminates that duty prior to the last day of a month and otherwise meets the requirements of the pay for the month, the Soldier is entitled to a prorated portion of DSIP for the month.
  - (2) The prorated monthly amount is calculated using the daily rate to reflect the duration of the Soldier's actual qualifying service during the month.
- d. Continued entitlement of DSIP is contingent upon the actual performance of diving duty. The unit commander will use DA Form 4730 to document nonperformance of diving duty. The unit commander will retain a copy of DA Form 4730 for 12 months.
- e. Unit commanders will use DA Form 4730 to suspend a Soldier's DSIP. In order to suspend DSIP, the FO/DMPO will use the DA Form 4730 certified by the unit commander. DSIP will remain suspended until the unit commander certifies the Soldier meets the performance requirements listed paragraph 11–2, using a DA Form 4730, for which the HDIP is authorized.
- f. DSIP terminates on the effective date shown in orders relieving a Soldier from diving duty.



g. DSIP will terminate after the 90th day if no dive has been performed in previous 90 days. DSIP will resume following the completion of two qualification dives that meet or exceed the guidelines for the minimum depth and bottom time requirements in accordance with AR 611–75 or two working dives regardless of depth or duration.

h. Soldiers are not entitled to receive DSIP after diving qualifications have lapsed. Upon requalification, no payments will be made for the period of the lapsed qualification.

i. For DSIP, a new 90-day period to maintain eligibility for diving special pay will begin immediately following the last qualifying dive.

j. Soldiers who otherwise meet the eligibility criteria but who do not participate in a full calendar month of diving duty will receive a prorated DSIP payment for these months. DSIP is prorated in accordance with paragraph 11–3.

k. Soldiers who are temporarily unable to perform a qualifying duty due to an injury or illness that is not the result of the Soldier's own misconduct may continue to receive DSIP for up to 6 months. The unit commander will furnish the FO/DMPO a statement similar to the following to support the continuation of DSIP: “[Name], [grade], [DoDID number], [organization] is unable to perform a qualifying dive due to an injury or illness. The incapacity originated on [date]. During the period from [date] to [EOM or termination of entitlement to incentive pay], the Soldier continued to be incapacitated.” The appropriate medical officer will date and sign this statement.

l. On a case-by-case basis, first O–5 in the Soldier's chain of command may authorize an extension of DSIP for an additional 6 months based on the diving medical officer's recommendation. However, under no circumstance will DSIP payments continue beyond 12 months from the date of injury or illness.

m. DSIP will be terminated for Soldiers permanently disqualified or otherwise determined to no longer eligible to perform diving duty by a competent medical authority.

n. Soldiers are not authorized to receive DSIP and diving duty HDIP for same period of service.

o. RC Soldiers entitled to compensation under 37 USC 206 and who are eligible for DSIP may be paid a monthly amount of DSIP proportionate to the compensation received under 37 USC 206 for IDT.

p. DSIP is not authorized for Soldiers approved to participate in permissive engineer diving duty in accordance with AR 611–75.

## **Chapter 12**

### **Family Separation Allowance**

#### **12–1. Policy provisions**

a. It is DoD policy that a Soldier is entitled to monthly FSA payments when the movement of dependents is not authorized to or near the Soldier's PDS at government expense and the dependents do not reside at or within 50 miles of that PDS, or when the Soldier is otherwise separated from his or her dependents for a continuous period of more than 30 days due to military orders. Substantiation of FSA may be recorded on DD Form 1561 (Statement to Substantiate Payment of Family Separation Allowance (FSA)).

b. The term “dependents” is defined in DoD FMR, Volume 7A. A child is further defined as an unmarried child(ren) of the Soldier who is in the legal custody of the Soldier. Legal custody includes a circumstance in which the Soldier has been awarded joint physical and legal custody of a dependent child(ren) as a result of a court ordered custody agreement or finalized divorce decree, which provides that the child(ren) physically reside with the Soldier on an equal basis (no less than 14 days during a month) as compared to the time the child(ren) reside(s) with the former spouse, and the Soldier's actual physical custody of the child(ren) is precluded due to an enforced family separation. Such a custody arrangement must be stipulated in the signed court order or divorce decree, subject to verification by the DCS, G–1.

#### **12–2. General eligibility**

a. A Soldier assigned to a PDS, either within or OCONUS, is entitled to monthly FSA payments when the Soldier is separated from his or her dependents due to military orders. A Soldier is authorized:

(1) FSA–restricted (FSA–R) when the transportation of dependents, including dependents acquired after the effective date of a PCS order, is not authorized at government expense and the dependents live at or within 50 miles of PDS (see DoD FMR, Volume 7A).

(2) FSA–ship (FSA–S) when the Soldier is on duty onboard a ship away from the homeport of the ship for a continuous period of more than 30 days.

(3) FSA–temporary (FSA–T) when the Soldier is TDY away from his or her PDS for a continuous period of more than 30 days and the dependents do not reside at or within 50 miles of the TDY location.

b. A Soldier who is otherwise entitled to transportation of dependents at government expense, but who's dependent cannot accompany the Soldier to or at the new PDS due to certified medical reasons, is entitled to FSA–R provided

the HRC EFMP coordinator certifies that appropriate and realistic level of care for the dependent is unavailable at the gaining installation.

### **12-3. Restrictions**

*a.* FSA-R is not authorized for a Soldier who elects to serve an unaccompanied tour of duty at a PDS to which the dependents are authorized government transportation. Soldiers on an unaccompanied tour are entitled to FSA-R for TDY periods over 30 continuous days if the Soldier's dependents do not reside at or within 50 miles of the TDY location and they do not reside near the PDS.

*b.* FSA is not authorized when a Soldier performs duty at any location while in a permissive status, except when a Soldier is voluntarily reassigned to a dependent-restricted tour under permissive orders from a PDS where he or she already is entitled to FSA-R.

*c.* Soldiers who elect to serve an unaccompanied tour in lieu of an accompanied tour at a PDS where his or her dependents are permitted are not entitled to FSA-R for such a tour.

*d.* Soldiers in receipt of accompanied tour orders and who subsequently request to serve an unaccompanied tour, to include a dependents-restricted tour, in lieu of an accompanied tour at a PDS where his or her dependents are permitted are not entitled to FSA-R for such a tour.

*e.* Periods of hospitalization or TDY for more than 30 days by the Soldier at a place with his or her dependents will not be included when calculating whether the 30-day requirement was met.

*f.* A Soldier who is otherwise entitled to transportation of dependents at government expense but elects not to move his or her dependents to the new PDS due to certified medical reasons is not entitled to FSA-R.

### **12-4. Soldier married to another Servicemember**

*a.* FSA is payable to a Soldier married to another Servicemember regardless of whether the Soldier has any non-active duty dependents when all other general conditions are met and provided the members were residing together immediately before being separated by reason of execution of military orders.

(1) Except as provided in this paragraph, not more than one monthly FSA may be paid with respect to a married military couple for any month. Each member may be entitled to FSA within the same month, but both cannot simultaneously be entitled. Payment will be made to the Soldier or member whose orders resulted in the separation. If both members receive orders requiring departure on the same day, then payment will go to the senior member.

(2) If a Soldier meets the requirements for credit of FSA, but entitlement is precluded by an existing entitlement status of the spouse, then the second member may, if still qualified, immediately become entitled to FSA upon termination of the spouse's status. The couple may qualify for sequential entitlements to FSA provided military orders keep them continuously separated.

(3) To qualify for a subsequent entitlement to FSA, a married member couple no longer separated by reason of military orders must reestablish a joint household and reside together.

*b.* FSA is payable to both married members when they reside together with their dependents immediately before being separated from their nonactive duty dependents by competent orders to assignments that entitle them to FSA-R, FSA-S, or FSA-T. Each member's entitlement is determined individually based on assignment and separation from their nonactive duty dependents. The dual allowance will continue until one of the members is no longer assigned to one of those duty assignments. The other member will continue to receive the allowance until no longer assigned to one of those duty assignments. This is true even when both members are assigned to the same duty location away from their nonactive duty dependents.

*c.* In the case of a Soldier married to another member and the couple has a child, one member may claim the child for entitlement to BAH and the other member, when otherwise entitled, may claim the child for entitlement to FSA. The FSA entitlement may alternate between members based on the same dependent; however, FSA may not be paid simultaneously to both members on behalf of the same dependent, except as provided in this paragraph.

### **12-5. Dependent separation requirements**

*a.* A Soldier is not considered "a member with dependents" for FSA entitlement when:

(1) The sole dependent is placed in an institution for a known period of over 1 year or for an indefinite period that may be expected to exceed 1 year.

(2) The sole dependent is a spouse legally separated or child(ren) in the legal custody of another person. An exception occurs when the Soldier has joint physical and legal custody of the child(ren) and the child(ren) otherwise would reside with the Soldier at least 14 days each month for the current assignment. In such assignment, the Soldier will be considered as a "Soldier with dependents" for FSA entitlement.

(3) The Soldier has been awarded joint legal and physical custody of the child(ren) as a result of a court ordered custody agreement or finalized divorce decree, which provides that the child(ren) physically reside with the Soldier less than 14 days during the month.

(4) The Soldier's dependent parent does not reside in the home, which the Soldier controls, supervises, and maintains for mutual use when circumstances permit.

b. If a Soldier's dependents are authorized concurrent travel with the Soldier to the duty station and are subsequently authorized to reside at a point over 50 miles from the Soldier's duty station for personal reasons, rather than as a result of military restriction on dependents' travel, then FSA is not authorized.

c. Dependents are considered to be residing near a duty station if the Soldier actually commutes daily, regardless of distance. Dependents are also considered to be residing near a duty station if they live within 50 miles of the duty, whether or not the Soldier commutes daily.

d. FSA does not accrue to a Soldier if all the dependents reside at or within 50 miles the duty station. If some (but not all) of the dependents voluntarily reside near the duty station, then FSA may accrue on behalf of those dependents who do not reside at or near the duty station.

e. Unusual conditions may permit a determination that dependents do not live within a reasonable commuting distance, even though the distance involved is less than 50 miles one way. In a situation where the distance is less than 50 miles, but the time required to commute one way by commonly used route and method of transportation would exceed one and a half hours, the dependents will be considered as not residing near the Soldier's duty station, unless the Soldier actually commutes daily.

f. Commanders may submit questionable cases to the DCS, G-1 (DAPE-PRC) for determination.

## **12-6. Temporary social visits**

### *a. Family separation allowance-restricted.*

(1) FSA-R credit continues to accrue while the Soldier's dependents visit at or near the Soldier's PDS, but for no longer than 3 continuous months.

(2) Facts clearly must show that the dependents merely are visiting (not changing residence) and that the visit is temporary and not intended to exceed 3 months. If a least one of the conditions listed in paragraph 12-6d exists, the visit will not be considered a temporary social visit.

(3) If, for unforeseen reasons (due to illness or other emergency), a bona fide social visit extends beyond 3 months, then stop credit for FSA-R at the end of the 3-month period. If the visit initially is intended to exceed 3 months, then stop FSA credit the day before the dependents arrive at the Soldier's PDS. Credit is again authorized on and after the day that the dependents depart from the PDS.

(4) A Soldier is entitled to FSA-R even though one or more (but not all) dependents visit for longer than 3 months if the Soldier is entitled on behalf of the dependents who are not visiting the Soldier.

### *b. Family separation allowance-ship.*

(1) FSA-S credit continues to accrue to the Soldier whose dependents are visiting at or within 50 miles of the duty station (or any port) continuously for 30 days or less.

(2) Facts must show that the dependents merely are visiting. If a least one of the conditions listed in paragraph 12-6d exists, the visit will not be considered a temporary social visit.

(3) If the visit exceeds 30 days, then entitlement to FSA-S ends on the day preceding the date of dependent arrival, unless the visit is extended because of illness or other emergency. Under such circumstances, payment of FSA-S is limited to 30 days.

(4) Entitlement to FSA-S exists if one or more (but not all) of the dependents visit for longer than 30 days if the Soldier otherwise is entitled to FSA-S on behalf of the dependents who are not visiting the Soldier.

### *c. Family separation allowance-temporary.*

(1) FSA-T credit continues to accrue to a Soldier whose dependents visit at or within 50 miles of the TDY location continuously for 30 days or less.

(2) Facts must show that the dependents are merely visiting. If a least one of the conditions listed in paragraph 12-6d exists, the visit will not be considered a temporary social visit.

(3) If the visit exceeds 30 days, then the Soldier is not entitled to FSA-T for any part of the period, unless the visit is extended because of illness or other emergency. Under such circumstances, payment of the allowance is limited to 30 days. Entitlement to FSA-T resumes on the day that the dependents depart the TDY if the Soldier's TDY extends for more than 30 days from that date.

(4) Entitlement to FSA-T exists if one or more (but not all) of the dependents visit for longer than 30 days if the Soldier otherwise is entitled on behalf of the dependents who are not visiting the Soldier.

*d. Family separation allowance ending date.* FSA will stop on the date the dependents arrived at or within 50 miles of the PDS when evidence shows the visit is not temporary. Questionable cases not listed in paragraphs 12–6d(1) through 12–6d(12) will be forward to the DCS, G–1 (DAPE–PRC) for determination; however, a visit will no longer be considered temporary when dependents:

- (1) Enroll into school at or near the PDS; or
- (2) Are at or within 50 miles of the PDS for periods greater than or equal to the time spent away; or
- (3) Seek employment at or near the PDS; or
- (4) Register to vote in the state, as evidenced by a voter registration card; or
- (5) Register with Selective Service in the state; or
- (6) File state and federal income tax returns with an in-state residential address; or
- (7) Obtain a state, international, or overseas command driver's license; or
- (8) Register a vehicle locally; or
- (9) Obtain a local hunting and/or fishing license; or
- (10) Open a local bank account; or
- (11) Have important documents transferred to new address (insurance, memberships, licenses, and so forth); or
- (12) Change address on official documents that might include registrations for Medicare, Social Security, and the Passport Services Office.

## **Chapter 13**

### **Garnishments and Allotments**

#### **13–1. Authority and provisions**

Garnishments and allotments are authorized by DoD FMR, Volume 7A.

#### **13–2. Garnishments and other involuntary allotments**

*a. Garnishment of pay for the enforcement of child support and alimony obligations.*

(1) The purpose of this paragraph is to provide information unique to the collection of child support and/or alimony from the pay AC and RC Soldiers.

(2) Moneys due from or payable by the United States to AC and RC Soldiers not on active duty are subject to legal process to enforce a legal obligation to pay child support or alimony. Legal process issued by foreign courts may be honored under this authority if issued by a court of competent jurisdiction of a country with which the United States has an agreement requiring the United States to honor such process.

(3) All moneys due uniformed personnel, regardless of duty status or component, which are considered to be based upon remuneration for employment, are subject to garnishment. DoD FMR, Volume 7A has a complete list of pays subject to garnishment.

(4) The maximum amount of pay subject to garnishment, unless a lower amount is provided by applicable state or local law, is as follows:

(a) If a Soldier can prove that he or she is providing over half of the support for a spouse or dependent child, no more than 50 percent of a Soldier's disposable earnings may be subject to garnishment.

(b) If the Soldier is not supporting a spouse or dependent child, no more than 60 percent of a Soldier's disposable earnings may be subject to garnishment.

(c) If the Soldier is behind in their support payments for a period of 12 weeks or more, the maximum amount of pay subject to garnishment is increased to 55 percent under paragraph 13–2a(4)(a) 65 percent under paragraph 13–2a(4)(b).

(5) A Soldier's allotments will be discontinued to satisfy a garnishment. The Soldier will be given the opportunity to decide which allotments to stop; however, if a Soldier refuses or is unable to advise which allotments to stop, allotments will be involuntarily stopped based on the order of precedence established in accordance with DoD FMR, Volume 7A.

*b. Statutory allotments for child and spousal support.*

(1) Upon proper notification from any agent or attorney of any state having in effect a plan approved under 42 USC 651 who has the duty or authority to seek recovery of any amount owed by a Soldier as child and spousal support, and the court that has the authority to issue an order against a Soldier for the support and maintenance of a child, or any agent of such court, a statutory child and spousal support allotment will be started by the serving FO/DMPO when the Soldier has failed to make periodic payments under the support order in an amount equal to the support payable for 2 months or longer.

(2) DFAS sends a notice to the Soldier's commander and the Soldier informing them of the support request. The notice includes information about the support request, the maximum deduction limits, and instructions for the Soldier to provide supporting documents or affidavits to establish the deduction amount or as evidence to dispute the support request. Moreover, the notice includes the amount or percentage that will be deducted from the Soldier's pay if he or she fails to comply with the instructions in the notice.

(3) DFAS establishes a statutory allotment in an amount necessary to comply with the support order and to liquidate arrearages based on the normal payroll input cycle, but not later than the first EOM payday after 30 days have elapsed from the date of notice to the Soldier.

(4) The maximum amount of pay subject to statutory allotment, unless a lower amount is provided by applicable state or local law, is as follows:

(a) If a Soldier can prove that he or she is providing over half of the support for a spouse or dependent child, no more than 50 percent of a Soldier's disposable earnings may be subject to garnishment.

(b) If the Soldier is not supporting a spouse or dependent child, no more than 60 percent of a Soldier's disposable earnings may be subject to garnishment.

(c) If the Soldier is behind in their support payments for a period of 12 weeks or more, the maximum amount of pay subject to garnishment is increased to 55 percent under 13-2b(4)(a) and 65 percent under 13-2b(4)(b).

(5) A Soldier's allotments will be discontinued to satisfy a statutory allotment. The Soldier will be given the opportunity to decide which allotments to stop; however, if a Soldier refuses or is unable to advise which allotments to stop, allotments will be involuntarily stopped based on the order of precedence established in accordance with DoD FMR Volume 7A.

*c. Levy on pay for enforcement of child support obligations.* The Secretary of the Treasury, upon the certification of the Secretary of Health and Human Services, assesses and collects the certified amount of unpaid child support in the same manner as if the amount were a delinquent federal tax.

*d. Involuntary allotment of pay for debt collection other than child and spousal support.*

(1) Moneys due from, or payable by, the United States to an active duty Soldier are subject to involuntary allotment to satisfy a judgment for a debt for other than child or spousal support owed to a third party, provided the judgment is issued by a court of competent jurisdiction within any state, territory, or possession of the United States.

(2) Involuntary allotments are honored on a first-come, first-served basis.

(3) Requests for involuntary allotments must comply with the requirements of 32 CFR 113, to include compliance with the Servicemembers Civil Relief Act, in the judicial proceeding resulting in the final judgment and determining that the Soldier's pay could be garnished under applicable state law.

(4) DFAS sends a notice to the Soldier's commander and the Soldier informing them of the involuntary allotment request. The notice will include information about the involuntary allotment request and instructions for the commander and Soldier on how to respond to the request.

(5) The list of pays subject to an involuntary allotment is listed in DoD FMR, Volume 7A.

(6) The maximum amount of pay subject to an involuntary allotment, unless a lower amount is provided by applicable state or local law, is as follows:

(a) Involuntary allotment will not exceed the lesser of 25 percent of a Soldier's pay subject to involuntary allotment or the maximum percentage of pay subject to garnishment proceedings under the applicable state law.

(b) If the Soldier's pay is subject to a garnishment or statutory allotment for spousal or child support, in addition to the involuntary allotment application, then the combined amounts deducted from the Soldier's pay will not exceed the lesser of 25 percent of a Soldier's pay subject to involuntary allotment or the maximum percentage of pay subject to garnishment proceedings under the applicable state law. When the maximum percentage allowed for involuntary allotments exceeds both deductions, then garnishments and statutory allotments for spousal and child support will take priority over the involuntary allotment.

(7) Payment of an involuntary allotment will be enforced over other voluntary deductions and allotments when the Soldier's net pay is not sufficient to permit all authorized deductions and collections. If necessary, voluntary allotments will be cancelled in accordance with the order of precedence established by DoD FMR, Volume 7A.

### **13-3. General provisions governing the allotment of pay (other than for spousal and child support)**

*a.* Allotments will be established, discontinued, or changed using DD Form 2558 (Authorization to Start, Stop or Change an Allotment), a written request from a Soldier (or from an agent acting under a specific power of attorney), or an automated data exchange system (from specific organizations). A Soldier's written signature is not required to effect an allotment from pay when automated data exchange is utilized.

b. All pay account changes require a substantiating document to justify and support the change. If the Soldier requests the change, the Soldier must provide the proper KSD for the entitlement impacted by the request. The KSD matrix to identify the appropriate substantiating documents for each entitlement can be viewed at the following link: <https://www.hrc.army.mil/asset/16487>. Any pay account adjustments made by a unit, finance, or personnel office must also include the appropriate substantiating documents and DA Form 7895. All documents, including DA Form 7895, must be web-uploaded to iPERMS for inclusion in the AMHRR.

c. An allottee may make administrative changes without the Soldier's consent. Administrative changes are changes to a financial institution name, address, account number, or routing transit number. Administrative changes will only be made after validation of the allottee's identity.

d. When a financial institution notifies the Soldier's servicing FO/DMPO or DFAS that the Soldier's account has been canceled or terminated, the FO/DMPO or DFAS will administratively stop the allotment. The FO/DMPO or DFAS will substantiate the change using DA Form 7895 and immediately credit any monies it receives from the financial institution to the Soldier's account and notify the Soldier of the allotment stoppage. DA Form 7895 must be uploaded to the Soldier's AMHRR.

e. The following pays and allowances will be used in computing the maximum amount that may be allotted:

- (1) Basic pay.
- (2) Housing allowances (BAH, OHA, or FSH).
- (3) BAS.
- (4) SDAP.
- (5) AIP.
- (6) HDIP.
- (7) DSIP.
- (8) AvIP.
- (9) Critical skills incentive pay.
- (10) Board certification pay.
- (11) Career sea pay.
- (12) Career sea pay premium.
- (13) COLA (OCONUS and CONUS).
- (14) FSA-R (only).
- (15) HDP (location or mission).
- (16) HFP.
- (17) IDP (applies only to Soldiers in designated areas).

f. The following amounts must be withheld from the maximum amount of pay and allowances that may be allotted (Commanders may further restrict the total amount a Soldier may allot when necessary to help the Soldier meet essential personal needs). Allotments will deduct for indefinite periods except those made to military Service relief organizations; to the American Red Cross; to the USG for either repayment of indebtedness or payment of delinquent federal income taxes; for Combined Federal Campaign (CFC) charity drive donations; or for payment of delinquent state or local income or employment taxes.

- (1) Federal, state, and Federal Insurance Contribution Act (FICA) taxes.
- (2) The repayment of debts properly chargeable against a Soldier's pay account (does not include repayments of advance pay).
- (3) Premiums of Servicemembers' Group Life Insurance (SGLI) and Family Servicemembers' Group Life Insurance (FSGLI).
- (4) Montgomery GI Bill deduction.

g. Allotments may not be made payable to children under 16 years of age but may be made payable to the children's guardian or custodian. Soldier's spouses are authorized allottees regardless of their age.

h. Allotments may not be made payable to mentally incompetent persons. However, they may be made payable to a guardian or to the institution where a mentally incompetent person is confined.

i. The holder of a Soldier's special power of attorney may use that document to establish, change, or stop an allotment. The special power of attorney must specifically state the authority to establish, change, or stop allotments. A general power of attorney is not acceptable to establish, change, or stop an allotment.

j. The following applies to court-martials:

(1) Soldiers will not start allotments between the date that a court-martial is ordered and the date of the approval or disapproval of the sentence, except when the convening authority has instructed a Soldier to establish an allotment for deferred forfeitures.

- (2) Discontinue allotments whenever:

(a) It is necessary to permit collection of the forfeiture in the monthly amount specified and within the time limitation stated in the court-martial sentence; or

(b) A Soldier is sentenced to forfeit all pay and allowances due from the date the convening authority approves the sentence. This applies even though the convening authority defers the forfeitures and suspends the discharge when ordering the sentence into execution.

(3) A prisoner may register allotments provided the amount of pay and allowances not forfeited is sufficient to cover allotment deductions.

k. Allotments will not be started for a returned absentee or deserter unless the supporting FO/DMPO or DFAS has verified the Soldier's pay status.

l. Soldiers are ineligible to start an allotment when their pay is suspended pending final action on the determination of fraudulent entitlement.

m. The FO/DMPO or DFAS will discontinue a Soldier's allotments when a Soldier is reduced in grade or when a stoppage of pay results in insufficient funds for the allotments in effect.

n. The FO/DMPO or DFAS will revoke all allotments upon the death of the Soldier. After receipt of notice of the Soldier's death, the FO/DMPO or DFAS will not make further allotment payments. Deductions made from the Soldier's pay, but not paid to the allottee, become part of the Soldier's arrears of pay as documented on DD Form 827 (Application for Arrears in Pay (For Service in the Armed Forces of the United States)). The issuance of a check for an allotment does not constitute payment until it is negotiated and the payee collects the amount. Consequently, an amount for which an allotment check was issued becomes part of the Soldier's arrears of pay when the allotment check is not negotiated. Allotments paid after the Soldier's death may not be collected from the allottee, with two exceptions:

(1) Allotments established erroneously after notice of the Soldier's death; and

(2) Unearned insurance premiums (insurance premiums paid 1 month in advance of the day payment is due).

#### **13-4. Discretionary allotments**

Allotments are a convenience and privilege not to be exploited or abused. To avoid unjustifiable expense to the USG, allotments will be limited to the purposes as prescribed in this paragraph.

a. Soldiers are limited to six discretionary allotments only; moreover, Soldiers are only authorized one discretionary allotment per allottee.

b. Soldiers are not authorized to start allotments for the purchase, lease, or rental of personal property. Personal property includes vehicles (such as automobiles, motorcycles, or boats), appliances or HHG (such as a washer, dryer, furniture), electronics (such as a laptop, tablet, cellphone, or television), and other consumer items that are tangible and movable. To start a discretionary allotment a Soldier will certify that, "Under the penalty of the Uniform Code of Military Justice, I certify that this allotment is NOT for the purchase, lease, or rental of personal property or payment toward personal property." For the purpose of this paragraph, the following types of discretionary allotments are authorized:

(1) *Financial institutions.* Soldiers may have an allotment to a financial institution, mutual fund company, or investment firm where the Soldier is the owner of the account. If there are multiple accounts at the same financial institution, the payments must be combined into one allotment amount.

(2) *Dependents or relatives.* Soldiers may authorize allotments of pay to their dependents, relatives, or former spouse(s). The allotment may be payable to an individual or to a financial organization for credit to the account of the allottee, or a joint account of the allotter and allottee.

(3) *Insurance.* Soldiers may have an allotment for the payment of insurance premiums.

(a) Allotments will not be made to an insurer for the purchase of a commingled sale (for example, retirement plans, or securities).

(b) All payments to an insurer will be made to the home office of the agency issuing the policy or to a branch office named by the home office.

(c) Soldiers are not authorized to establish an insurance allotment to a financial institution where the allotment is established for and/or controlled by the insurance company.

(d) Soldiers may have more than one allotment for commercial insurance. If a Soldier has more than one insurance policy with the same company, then premium payments must be combined into one allotment to that company.

(e) Soldiers E-4 and below must obtain financial counseling before signing a life insurance application. Proof of the 7-day cooling off period is required before processing the allotment in accordance with AR 210-7.

(f) Soldiers, regardless of rank, cannot start insurance allotments using the myPay system. A Soldier must process the allotment request through the FO/DMPO.

(4) *Payment of mortgage or rent.* Soldiers may authorize allotments of pay for mortgage or rent payment to a financial institution, mortgage company, realtor, or to a landlord.

(5) *Savings deposit program.* Soldiers may authorize an allotment into the Savings Deposit Program (SDP). The restrictions listed in chapter 18 and DoD FMR, Volume 7A are applicable when starting this type of allotment.

### **13–5. Nondiscretionary allotments**

a. Nondiscretionary allotments include U.S. Savings Bonds, charitable donations to the CFC and Army emergency relief (AER), privatized housing payments, and delinquent travel charge card debt. The number of nondiscretionary allotments a Soldier may have is limited only by the policy in this paragraph.

b. Allotments for the purchase of savings bonds are authorized as follows:

(1) The U.S. Department of the Treasury (Treasury) discontinued the purchase of paper savings bonds through federal payroll deduction. Soldiers may purchase electronic savings bonds by establishing a personal TreasuryDirect account with the Treasury and then initiating a nondiscretionary allotment made payable to the Treasury at their TreasuryDirect account. Soldiers are authorized one nondiscretionary allotment for the purchase of bonds.

(2) Soldiers electing to purchase electronic savings bonds will first create an account in TreasuryDirect. This account can be used to purchase multiple bonds. Once created, Soldiers must either log into myPay or contact their servicing FO/DMPO to establish an allotment to the TreasuryDirect account. The following information is required to initiate the allotment:

(a) The routing transit number for TreasuryDirect is 051736158.

(b) The TreasuryDirect account number provided by the Treasury.

(c) The specific dollar amount (as opposed to a percentage of pay) to be deducted monthly.

(d) The myPay system also requires that the Soldier designate an account type either checking or savings, even though that designation is inapplicable to an allotment to a TreasuryDirect account.

(3) Soldiers may change or cancel their allotments through myPay or through their servicing FO/DMPO.

(4) The Federal Reserve Bank printed and mailed all U.S. Savings Bonds previously stored in safekeeping by DFAS to Soldiers. Soldiers who did not receive all their savings bonds will need to file a claim with the U.S. Treasury Bureau of Fiscal Services through TreasuryDirect. To file a claim, Soldiers need to follow the instructions found on the TreasuryDirect website. Soldiers must create a TreasuryDirect account as the reissued bonds will be deposited to the account electronically.

c. Allotments to charitable contributions are authorized as follows:

(1) Soldiers are authorized to make charitable contributions by allotment to CFC and AER only.

(2) Allotments must be for at least \$1 per month and only one CFC and one AER allotment is authorized.

(3) Once an allotment is stopped, it will not be reinstated during the current allotment period. Charitable contribution allotments will stop as follows:

(a) At the end of the authorized withholding period.

(b) Upon the Soldier's written request.

(c) Upon separation, release from active duty, retirement, or death.

d. Allotments for privatized housing payments are authorized as follows:

(1) Soldiers assigned to privatized housing are entitled to BAH. The Soldier may be required to make lease payments for such housing in the form of an allotment. Soldiers are authorized to initiate a nondiscretionary allotment for this payment.

(2) Restrictions are as follows:

(a) Soldiers are only authorized one nondiscretionary allotment for privatized housing payments.

(b) A change to the Soldier's BAH amount due to promotion, demotion, administrative, or legislative action may require a change to the allotment amount. Under these or other circumstances, the Soldier is responsible for ensuring the allotment amount is changed.

(c) The Soldier is responsible for reconciling overpayments or underpayments with the property manager.

(d) The nondiscretionary allotment is restricted to lease payments to entities participating in the privatized housing program. An allotment to private individuals, corporations, firms, partnerships, companies, state or local government, or housing authority of a state or local government not associated with the privatized housing program is not authorized.

e. Allotments for delinquent travel charge card debt are authorized as follows:

(1) Under the provisions of the Travel and Transportation Reform Act of 1998, the Army may, upon written request of a federal contractor, collect, by deduction from the amount of pay owed to a Soldier, any undisputed amount of funds the Soldier owes to the travel charge card contractor that is delinquent.

(2) Soldiers are afforded due process; therefore, salary offset for a Soldier's undisputed delinquent travel charge card debt must follow the procedures contained in DoD FMR, Volume 7A. The amount deducted from a Soldier's pay



for any pay period may not exceed 15 percent of disposable pay for the pay period, unless the Soldier consents in writing to the deduction of a greater percentage of pay.

### **13–6. Preparation of forms**

*a.* The active duty Soldier, or the holder of a power of attorney for the Soldier, will complete and sign DD Form 2558. The form can be completed using either a ballpoint pen or electronically. A separate DD Form 2558 will be required for each allotment action. When the DD Form 2558 is completed and signed by the Soldier, it serves as authority to start an allotment deduction from the Soldier's MMPA maintained at DFAS.

*b.* The FO/DMPO is responsible for the correctness of all entries on the DD Form 2558. OPM Form 1654–A (Combined Federal Campaign Federal Employee Pledge Form) or DA Form 4908 (Army Emergency Relief Fund Campaign) may be used in place of DD Form 2558 for charitable contributions. Any allotment authorization forms mentioned in this paragraph received in the FO/DMPO directly from an unauthorized source or that are found to be altered by an unauthorized overprint will not be processed but will be returned to the allotter with an appropriate explanation.

*c.* All allotments will be effective in the processing month in which the allotment transaction entry is received and accepted by DFAS. An allotment to be effective for a specific calendar month must have the start action processed and accepted by DFAS prior to the last update for that processing month.

*d.* Requests for advance effective dates will be accepted provided the effective date is not more than 1 month in advance of the current date except for AER–C and CFC, which will be accepted up to 3 months in advance.

*e.* All term allotments will be established for a definite term. This term will not be less than 3 months unless the FO considers it in the best interest of both the USG and the Soldier. When unforeseen circumstances develop that warrant stopping the allotment, a term allotment may be stopped before the end of the established term. A term allotment, except class F and class C, will not be established in an amount of less than \$5 per month.

*f.* All pay account changes require a substantiating document to justify and support the change. If the Soldier requests the change, the Soldier must provide the proper KSD for the entitlement impacted by the request. The KSD matrix to identify the appropriate substantiating documents for each entitlement can be viewed at the following link: <https://www.hrc.army.mil/asset/16487>. Any pay account adjustments made by a unit, finance, or personnel office must also include the appropriate substantiating documents and DA Form 7895. All documents, including DA Form 7895, must be web-uploaded to iPERMS for inclusion in the AMHRR.

## **Chapter 14**

### **Withholding of Income and Payroll Taxes**

#### **14–1. Policy provisions**

The authority for tax withholding is contained in DoD FMR, Volume 7A. The taxable pay, except for active duty Soldiers for any month during which they qualify for combat zone tax exclusion (CZTE), is subject to federal income tax withholding (FITW) and state income tax withholding (SITW). FICA requires all federal agencies to withhold Social Security and Medicare taxes from the basic pay of Soldiers covered by the Social Security Act. This includes cadets at the U.S. Military Academy, aviation cadets, and Soldiers who qualify for CZTE.

#### **14–2. Internal Revenue Service Form W–4**

Each Soldier is required to prepare an Internal Revenue Service (IRS) Form W–4 (Employee's Withholding Allowance Certificate) upon entry on active duty, or to change the number of exemptions claimed or amounts of additional/special withholding. Soldiers also have the option of changing their IRS Form W–4 withholding using the myPay system.

#### **14–3. Finance officer/defense military pay office responsibilities for Internal Revenue Service Form W–4**

The FO/DMPO will honor a Soldier's IRS Form W–4 submission, unless the IRS gives written notification stating a Soldier is not entitled to claim exempt status or is not entitled to the number of withholding allowances claimed. When a Soldier claims more than 10 exemptions, the claim must be sent to DFAS for verification.

#### **14–4. State and local income tax, declaration or change of state of legal residence**

*a.* Each Soldier must designate a legal residence and report any changes of legal residence. A Soldier's legal residence does not change because of a change of permanent station. Legal residence at the time of entry into the Army

remains the same until changed by the Soldier. A Soldier makes notification of legal residence or change of legal residence by submitting DD Form 2058 (State of Legal Residence Certificate).

*b.* In most cases, Soldiers must be physically present in the new state. Moreover, there must be a clear intent to make the new state the Soldier's permanent home and abandon the old state of legal residence/domicile for all other purposes. Clear intent can be established by one of the following:

- (1) Registering to vote.
- (2) Purchasing residential property or an unimproved residential lot.
- (3) Titling and registering an automobile(s).
- (4) Notifying the state of previous legal residence/domicile of the change in your state of legal residence/domicile.
- (5) Preparing a new last will and testament that indicates the new state of legal residence/domicile.

*c.* Soldiers who do not wish to change their legal resident to the state they are stationed in may file a DD Form 2058-1 (State Income Tax Exemption Test Certificate) to not pay state taxes in states that allow for an exemption if they are not residing in the state when they earn their income.

#### **14-5. State and local income tax—Native Americans**

A Native American Soldier who claims a federally-recognized tribal reservation as their state of legal residence is not subject to state taxes. A Native American Soldier makes notification of a federally-recognized tribal reservation as a state of legal residence by submitting DD Form 2058-2 (Native American State Income Tax Withholding Exemption Certificate).

#### **14-6. Withholding of income tax for nonresident aliens**

*a.* For FITW, a nonresident alien is an individual who is neither a citizen of the United States nor a resident of the United States. An alien (noncitizen) is a resident of the United States if he or she is admitted lawfully to the United States for permanent residence, meets the substantial presence test, or makes an election to be treated as a resident during the first year of presence in the United States, except as may be provided by tax treaty between the United States and the alien's country of residence.

*b.* A Soldier who is a nonresident alien is liable for U.S. income tax on pay attributable to service performed in the United States. A nonresident alien Soldier's pay attributable to service performed outside the United States is not subject to U.S. income tax. For purposes of this paragraph, in accordance with DoD FMR, Volume 7A, chapter 44, service in a possession of the United States is considered duty outside the United States.

*c.* The pay of a nonresident alien for any period of service within the United States exceeding 60 calendar days is subject to FITW. Such pay also may be subject to SITW, depending on the state residency status of the alien. Pay for periods of service within the United States of 60 calendar days or less, or for service outside the United States, is not subject to FITW or SITW. The nonresident alien Soldier nevertheless is subject to federal income taxation, and may be subject to state income taxation, on pay for all days of service within the United States and is responsible for reporting and paying any tax due on all such income.

#### **14-7. Social security coverage inquiry**

Soldiers may call commercial 1-800-772-1213 or contact the nearest Social Security field office for advice or assistance about benefits or claims. Soldiers stationed outside the United States are to contact the nearest U.S. Consulate office. Soldiers may also register for a free "my Social Security" online account and have online access to the information in their Social Security record, including a complete earnings history and estimates of disability and survivors' benefits earned. Soldiers can register for an account at <https://secure.ssa.gov>.

#### **14-8. Adjustments to taxes**

The FOs/DMPOs are not authorized to make any tax adjustments. Adjustments of individual accounts, when required, may only be made by DFAS central site.

#### **14-9. Combat zone tax exclusion**

*a.* The CZTE was originally established to alleviate the burden of war finance from those who fought in the nation's conflicts.

*b.* Soldiers are entitled to the CZTE if for any period during a calendar month the Soldier performs active service in:

- (1) A CZ designated by the President in an executive order.
- (2) A qualified hazardous duty area (QHDA) designated by Congress, treated as if it were a CZ, provided a Soldier is also entitled to HFP or IDP.

(3) An area outside the CZ or QHDA when the Principal Deputy Under Secretary of Defense for Personnel and Readiness (PDUSD (P&R)) certifies that such military service is in direct support of military operations in a CZ or QHDA, as applicable, and the Soldier is entitled to HFP/IDP. The HFP/IDP entitlement must be directly related to military operations in the CZ or QHDA. Once the area has been designated as a direct support area, all Soldiers serving in that area who also receive hostile fire or IDP will qualify for CZTE benefits, unless otherwise specified.

c. Active service in a CZ or QHDA includes, but is not limited to:

(1) A Soldier's absence from a duty assignment in the CZ or QHDA due to a wound, injury, disease, internment by the enemy, or other lawful cause, such as official leave or TDY. However, in instances when the Soldier's absence from the CZ or QHDA for official leave or TDY extends over a period that includes a full calendar month, the tax exclusion may not be allowed for that full calendar month.

(2) A Soldier's performance of official TDY in the CZ or QHDA, even if only for a brief period. However, a Soldier who passes over or through the CZ or QHDA designated airspace during the course of a trip between two points, both of which may lie outside the CZ or QHDA, is entitled to CZTE only if the Soldier is assigned to perform duty in the designated airspace of the CZ or QHDA or qualifies for HFP/IDP as a result of the flight. Soldiers do not qualify for IDP if the Soldier is transiting, by any means, between two points outside the IDP area because of the travel. See paragraph 10–5.

(3) A Soldier's absence from a duty assignment in the CZ or QHDA as a result of becoming a prisoner of war or missing in action. The Soldier is deemed to continue in active service in the CZ or QHDA for the period in which the Soldier remains in such status for military pay purposes.

d. Active service in the CZ or QHDA does not include:

(1) A Soldier who is in the CZ or QHDA on leave from a duty station outside the CZ or QHDA.

(2) A Soldier who is in the CZ or QHDA solely for the Soldier's personal convenience. For the purpose of CZTE, personal convenience includes, but is not limited to, a Soldier's presence in the CZ or QHDA for the sole purpose of qualifying for CZTE regardless if the presence is related to a training event. Soldiers must be officially assigned to support operations in the CZ or QHDA.

(3) A Soldier who is in the CZ or QHDA while "in-transit" by any means (including vessel, aircraft, and land conveyance) and is not assigned, by means of an official order, to the CZ or QHDA.

e. For purposes of federal income tax, the gross income of a Soldier does not include military compensation earned for active service performed during any part of a month in which a Soldier is entitled to CZTE. Specifically, the amount of military compensation excluded from gross income during an entitlement month is as follows:

(1) All earned military compensation for enlisted Soldiers and warrant officers. Warrant officers are not commissioned officers for purposes of CZTE.

(2) For commissioned officers, earned military compensation up to the highest rate of monthly enlisted basic pay payable to the Sergeant Major of the Army, regardless of years of service, plus the monthly amount of HFP/IDP.

f. A Soldier who dies in a CZ or QHDA or as a result of wounds, disease, or injury incurred while serving in the CZ or QHDA is exempt from income tax for:

(1) The taxable year in which death occurs.

(2) Any prior taxable year ending on or after the first day served in a CZ or QHDA.

(3) Any such tax for prior years that remains unpaid at date of death.

g. If a Soldier in a CZ or a QHDA is in missing status and is declared dead by Secretarial determination, for purposes of the tax abatement rules in this paragraph, the date of death is the date of the determination and not earlier. The tax abatement rules do not apply for any taxable year that begins more than 2 years after it is determined that the area in which the Soldier went missing is no longer a CZ or QHDA under 26 USC 112.

h. In no case will CZTE extend beyond the effective date specified in an executive order terminating the designation of the CZ. In the case of QHDAs and direct support areas, the exclusion will not extend beyond the effective date of the termination of the QHDA or direct support area designation and/or the termination of hostile fire or IDP for the area.

#### **14–10. Tax abatement for death caused by terrorist or military action overseas**

A Soldier whose death was caused by terrorist or military action overseas (excluding training exercises) qualifies for federal tax abatement under the provisions of 26 USC 692(c). The law forgives the deceased Soldier's tax liability for the year of death and for any prior taxable year in the period beginning with the last taxable year ending before the taxable year in which the injuries or wounds occurred. The deceased Soldier's survivors, executor, or administrator should contact the IRS for necessary guidance in claiming the tax exemption.

## Chapter 15

### Servicemembers' Group Life Insurance Program

#### 15-1. General

The SGLI Program is administered by the VA. Eligible Soldiers who receive basic pay for 1 or more days per month or Soldiers of the IRR who drill for points are responsible for the payment of SGLI and FSGLI premiums, unless the eligible Soldier elects to waive coverage. Entitlement, election options by the Soldier, deductions from pay for coverage, and termination of coverage is contained in DoD FMR, Volume 7A for SGLI. For additional SGLI program information and maximum benefit amounts, see VA Handbook H-29-98-1.

#### 15-2. Servicemembers' group life insurance

a. All Soldiers will automatically receive the maximum basic SGLI coverage upon entry onto active duty or into the IRR, unless a Soldier declines coverage, elects reduced coverage, or elects supplemental coverage. When a Soldier transitions between statuses, SGLI coverage will automatically restart at the maximum level of coverage. Entry into active duty or into the IRR is defined as follows:

- (1) Civilians who enlist or are appointed into the Regular Component.
- (2) Civilians who enlist or are appointed in the IRR.
- (3) Ready Reservists who are mobilized to active duty status.
- (4) Ready Reservists who are demobilized and return to reserve status.
- (5) Soldiers who complete active duty and are assigned to the IRR.

b. Soldiers will use the Servicemembers' Group Life Insurance Online Enrollment System (SOES) to enroll, verify, change, or decline coverage. VA Form SGLV 8286 (Servicemembers' Group Life Insurance Election and Certificate) will only be accepted if a computer is not readily available or if the Soldier is only eligible for part-time coverage, such as USAR and ARNG Soldiers who are not assigned to a unit or not scheduled to drill at least 12 times per year.

c. Full-time coverage automatically insures against death in the maximum amount. Full-time coverage is provided for the following members of the uniformed services while performing full-time active duty or ADT under calls or orders that do not specify periods of less than 31 days:

- (1) Commissioned, warrant, and enlisted Soldiers of the Army.
- (2) Soldiers of the IRR or ARNG who are assigned to a unit or position in which they may be required to perform active duty or ADT and each year will be scheduled to perform at least 12 periods of IDT that is creditable for retirement purposes under 10 USC.
- (3) Soldiers of the IRR who volunteer for assignment to a mobilization category under 10 USC 12304(i)(1).
- (4) United States Military Academy cadets.
- (5) ROTC cadets while attending field training or practice exercises.

d. Part-time coverage is provided for the following Soldiers while performing active duty or ADT for an ordered period of less than 31 days:

- (1) Commissioned, warrant, or enlisted Soldiers of the USAR.
- (2) Soldiers of the IRR during 1-day call-ups.
- (3) ARNG Soldiers performing duty at rifle ranges for the training of civilians in the use of military arms; required drills; field exercises; National Guard schools; and small arms competitions under 32 USC 316, 32 USC 502, 32 USC 503, 32 USC 504, or 32 USC 505.
- (4) ROTC cadets while attending field training.

e. Soldiers may elect coverage for an amount less than the maximum amount, in \$50,000 increments, or may elect to waive coverage.

f. Soldiers found guilty of mutiny, treason, spying, desertion, or who, because of conscientious objections, refuse to serve in the Armed Forces of the United States or refuse to wear the uniform of the Armed Forces forfeit all rights to any coverage. SGLI is not payable for death inflicted as a lawful punishment for crime or for military or naval offense, except when inflicted by an enemy of the United States.

g. Soldiers who are not covered or covered for an amount less than the maximum SGLI coverage will have their coverage automatically restored to the maximum amount when the Soldier's duty is changed under the conditions listed in this paragraph. Proof of good health is not required.

h. Soldiers may, at any time, restore coverage or increase their coverage up to the maximum rate. Soldiers eligible for full-time coverage will use SOES and Soldiers eligible for part-time coverage will use VA Form SGLV 8286. Proof of good health is required for Soldiers eligible for full-time and part-time coverage who want to restore or increase their coverage.

i. Proof of good health is established by answering the medical questions in SOES (full-time coverage) or on VA Form SGLV 8286 (part-time coverage). If the Soldier answers “no” to all questions, the requested coverage will be automatically restored. If the Soldier answers “yes” to any question, the request will be sent to the Office of Servicemembers’ Group Life Insurance (OSGLI) for review and decision. Premium deductions will not change until the decision is received from OSGLI. OSGLI can be contacted toll-free at 1–800–419–1473, via email at [osgli.osgli@pru-dential.com](mailto:osgli.osgli@pru-dential.com), or at Office of Servicemembers’ Group Life Insurance, Post Office Box 41618, Philadelphia, PA 19176–1618.

j. When Soldiers designate a beneficiary for SGLI coverage other than their current lawful spouse or child(ren), or make an election for reduced or no coverage, HRC will notify the spouse in writing at the last address of record. The advisory must be made as quickly as possible or within 30 days from the date of such election. The notification will not include the name(s) of the actual designated beneficiary(ies).

k. When Soldiers are placed on appellate leave following confinement with total forfeiture of pay and allowances (during which coverage had been properly stopped), coverage is not reinstated. If appellate leave is followed by a restoration to duty with pay, then coverage is reinstated on the date the Soldier returns to full duty status and continues during the period of excess leave. Coverage is reinstated at the amount in effect on the day prior to its stoppage.

l. During any month in which a Soldier is assigned to the IRR and is insured under a policy of insurance purchased by the Army, the Army will contribute from the appropriation for active duty pay the share of the cost attributable to insuring the Soldier under this policy. Any amounts contributed on behalf of the Soldier will be collected by deduction from the Soldier’s pay or otherwise, which may include establishing a debt against the Soldier’s pay account.

m. Traumatic Servicemember’s Group Life Insurance (TSGLI) provides short-term financial assistance to severely injured Soldiers to assist them in their recovery from traumatic injuries. TSGLI is not only for combat injuries but provides insurance coverage for injuries incurred on or off duty.

(1) Soldiers are covered under TSGLI for the same periods they are covered under SGLI. The only exception is that TSGLI coverage ends on the date the Soldier separates from Army.

(2) When a Soldier is covered under full-time SGLI, the Soldier’s TSGLI coverage is also full-time. This means the Soldier is covered under TSGLI 24 hours per day, 365 days per year, both on and off duty. When a Soldier is covered under part-time SGLI, the Soldier’s TSGLI coverage is part-time as well. Part-time TSGLI covers the Soldier only during the actual days of duty and while proceeding directly to and returning directly from the Soldier’s scheduled duty.

(3) To be eligible, Soldiers must suffer a scheduled loss as a direct result of serious trauma. If a Soldier suffers more than one qualifying loss as a result of traumatic injury from the same traumatic event, payment will be made for a single loss providing the highest payment. Soldiers must meet the following requirements to receive the TSGLI payment:

(a) Be insured by SGLI on the date of the traumatic event. For this purpose, the Soldier will be considered insured until midnight on the date of termination of the Soldier’s duty status in the component that established eligibility for SGLI, notwithstanding an extension of SGLI coverage; and

(b) Suffer a scheduled loss as a direct result of a traumatic injury and no other cause; and

(c) Survive a period of not less than seven full days from the date of the traumatic injury. The 7-day period begins on the date and Zulu (Greenwich Meridian) time of the traumatic injury and ends 168 full hours later; and

(d) Suffer a scheduled loss within 2 years of the traumatic injury.

(4) A benefit will not be paid if a scheduled loss is due to a traumatic injury caused by:

(a) The Soldier’s attempted suicide, while sane or insane.

(b) An intentionally self-inflicted or an attempt to inflict such injury.

(c) Diagnostic procedures, preventive medical procedures such as inoculations, medical or surgical treatment of an illness or disease, or any complications arising from such procedures or treatment.

(d) Willful use of illegal or controlled substance, unless administered or consumed on the advice of a medical doctor.

(e) Injuries sustained while committing, or attempting to commit, a felony.

n. SGLI will terminate as follows:

(1) Full-time SGLI coverage for Soldiers on active duty or ADT and members of the IRR/ARNG will terminate:

(a) The 120th day after separation or release from duty, or separation or release from assignment to a unit or position of the IRR/ARNG.

(b) For Soldiers who are totally disabled on the date of separation or release, at the end of the last day of 2 years following separation or release or at the end of the day on which the insured ceases to be totally disabled, whichever is earlier, but not earlier than 120 days following separation or release from such duty;

(c) At the end of the 31st day of a continuous period of AWOL, confinement by military authorities under a court-martial sentence involving total forfeiture of pay and allowances, or confinement by civilian authorities under sentence adjudged by a civilian court.

(d) The last day of the month in which the Soldier terminates coverage using SOES (full-time coverage) or VA Form SGLV 8286 (part-time coverage).

(e) For RC Soldiers who are required to make direct remittance of premiums, 60 days after the Soldier is notified that premiums are past due. All RC Soldiers for whom the Army is paying premiums in advance, but who are not receiving pay from which premiums can be deducted, are required to make direct remittance of premium. Any Soldier who is required to pay premiums by direct remittance and who fails to pay premiums within 60 days of the date they are due, will be notified that coverage will be terminated within 60 days of notice unless the Soldier remits all premiums past due and demonstrates that the failure to make timely premium payments was justifiable.

(2) Part-time coverage terminates as follows:

(a) Part-time coverage is in effect only on the days of active duty or ADT and the hours of IDT, including period of travel to and from duty. A temporary termination of coverage occurs at the end of each such period of duty, including travel time, and coverage is resumed at the commencement of the next period of covered duty or travel.

(b) When part-time coverage is extended for 120 days as the result of a disability, the extended coverage terminates at the end of the 120th day following the Reservist/National Guard active or inactive period during which the disability was incurred or aggravated.

(c) Unless extended for 120 days because of disability as referred to in paragraph 15–2n(2)(b), eligibility for part-time coverage terminates at the end of the last day of the Soldier’s obligation to perform such duty.

(d) If a Soldier elects not to be insured, coverage terminates on the last day of the period of active duty or ADT, or at the end of the period of IDT, including travel time while returning from such duty during which the election is filed with the Soldier’s S1. If the election is filed other than during a period of active duty, ADT, or inactive duty, SGLI coverage is terminated immediately.

o. Effective December 23, 2016, SGLI premiums of the SGLI coverage held by a Soldier while serving in a designated duty assignment at any time during the month will be refunded to the Soldier. The SGLI premium reimbursement allowance is authorized under the provisions of 37 USC 437. For this paragraph, the term “designated duty assignment,” means a permanent or TDY assignment outside the United States or its possessions in support of a contingency operation in an area that qualifies for CZTE.

### **15–3. Family Servicemembers’ Group Life Insurance**

a. FSGLI automatically provides life insurance coverage for the spouses and dependent children (insurable dependents) of all Soldiers who have full-time SGLI coverage. Enrollment is based on dependent information in the Defense Enrollment Eligibility Reporting System (DEERS).

b. Spousal coverage is automatic up to the maximum amount authorized by law and can be in lesser amounts in increments of \$10,000. However, spousal coverage cannot exceed the Soldier’s level of SGLI coverage. The Soldier pays spousal coverage premiums with the variable cost based on the age of the spouse in 5-year increments from “Under 35” to “60 and Over.”

c. FSGLI premiums are based on the age of the spouse and the amount of coverage. The premium rates for FSGLI are listed in DoD FMR, Volume 7A.

d. Dependent child coverage also is provided at no cost to the Soldier. Each child is covered in the amount of \$10,000 at no cost to the Soldier. The Soldier may not decline coverage or elect to insure any child for less than \$10,000. In the case of a Soldier married to another member, a child may not be insured by more than one member. The child will be insured by the coverage of the member whose eligibility for insurance occurred first, except in cases where the senior member does not have legal custody of the child. In such cases, the child will be insured under the coverage of the member who has legal custody of the child.

e. A Soldier married to another member is eligible for coverage under this program. Members who were married on or before 1 January 2013 were automatically enrolled for FSGLI when their marriage was reported to DEERS. Members married on and after 2 January 2013 who want the FSGLI coverage must complete the FSGLI enrollment documentation through SOES.

f. FSGLI is effective with regard to dependents of a Soldier on the latest of the following dates:

(1) The date Soldier enrolled in SGLI.

(2) In the case of the spouse, the date of marriage.

(3) In the case of the child, the date of birth. If a child is not a natural child of the Soldier, then the date in which the child acquires status as dependent of the Soldier.

g. To increase or reinstate FSGLI, if coverage was previously reduced or declined, proof of good health is required. If the good health requirement is met, then the effective date of reinstatement or increase of coverage is the date the application is received.

h. FSGLI coverage will stop, the earliest of either 120 days after:

- (1) The date of an election by the Soldier to terminate the coverage (a premium is due for the month in which the election is received; no further premiums are due).
- (2) Date of the Soldier's death.
- (3) Date the Soldier separates from the Army.
- (4) Date the Soldier's marriage terminates.
- (5) Date of termination of the dependent status of an insurable dependent of the Soldier.

#### **15-4. Death claims**

##### *a. General.*

(1) All claims for death benefits for any Soldier or dependent who dies while insured under SGLI or FSGLI are submitted to the OSGLI for payment.

(2) The Soldier's supporting Casualty Assistance Center (CAC) assists the Soldier with preparing and submitting form VA Form SGLV 8286 for SGLI and VA Form SGLV 8286A (Family Coverage Election) for FSGLI proceeds.

(3) Upon receipt by the OSGLI of proof that an insured Soldier or dependent has died, OSGLI pays to the proper beneficiary the amount for which the Soldier or dependent is insured. Payment is made to the designated beneficiary surviving at the time of death; or, if no beneficiary was designated, the proceeds will be paid in order of precedence as provided by law (see para 15-5).

(4) Under no circumstances can more than the maximum amount group life insurance authorized by law (plus interest) be paid in settlement of a death claim. This is emphasized for the situation when a Soldier re-enters on active duty, ADT, or IDT during a period of coverage following an earlier period of such duty.

(5) Any determination as to eligibility of a claimant as beneficiary or any request for evidence required in support of a claim is made by the OSGLI. OSGLI also receives proof that a claimant is entitled to payment.

*b. Proof of death and verification of insurance.* When a claim is filed for insurance, proof of death and verification of the amount of insurance in force is established by one of the following types of evidence:

(1) If a Soldier dies while on active duty, ADT, IDT, or in an active duty status as a Ready Reservist/National Guard Soldier, HRC Casualty and Mortuary Affairs Operations Division (CMAOD) completes DD Form 1300 (Report of Casualty) and sends it directly to the OSGLI. The beneficiary need not supply proof of death.

(2) If a Soldier insured under full-time coverage dies within the 120-day period the insurance remains in force following termination of duty, a certified copy of the death certificate and a copy of DD Form 214 (Certificate of Release or Discharge from Active Duty) or NGB Form 22 (Report of Separation and Record of Service, Departments of the Army and the Air Force, National Guard Bureau) must accompany VA Form SGLV 8283 (Claim for Death Benefits) and be submitted to the OSGLI.

(3) If a Soldier insured under part-time coverage dies within the 120-day period following a period of duty during which a disability was incurred or aggravated, a certified copy of the death certificate and a statement from the attending physician concerning the disability and period of duty must be sent with VA Form SGLV 8283 to the OSGLI.

(4) If a spouse or dependent child dies, HRC CMAOD certifies the death using VA Form SGLV 8700 (Report of Death of a Family Member). When the OSGLI receives the certification of death, OSGLI pays the Soldier the amount for which the spouse or dependent child is insured. Payment will be made to the Soldier at the time of the dependent's death; or, if the Soldier and the spouse or dependent child die simultaneously, the proceeds will be paid in order of precedence as provided by law (see para 15-5).

##### *c. Claim for death benefits.*

###### *(1) Servicemembers' Group Life Insurance.*

(a) The supporting CAC will assist the Soldier with preparing and submitting the claim for death benefits.

(b) Soldiers will use VA Form SGLV 8283.

(c) The CAC will submit the completed VA Form SGLV 8283 to OSGLI for payment.

###### *(2) Family Servicemembers' Group Life Insurance.*

(a) The supporting CAC will assist the Soldier with preparing and submitting the claim for death benefits.

(b) Soldiers will use VA Form SGLV 8283A (Claim for Family Coverage Death Benefits).

(c) Soldiers must provide a copy of the death certificate to the CAC.

(d) The CAC will send the death certificate and the completed VA Form SGLV 8283A to HRC CMAOD.

(e) HRC CMAOD will certify the death of the dependent using VA Form SGLV 8700.

(f) HRC CMAOD will submit the final completed packet to OSGLI for payment.

### **15-5. Order of precedence for the payment of benefits**

Payment will be made to the Soldier's designated beneficiary surviving at the time of the Soldier's death; if the designated beneficiary dies before payment is made, or if no beneficiary was designated, the proceeds will be paid in following order of precedence as provided by DoD FMR, Volume 7A:

- a. Surviving spouse.
- b. Children and their descendants, by representation. The term "children" includes the following:
  - (1) Legitimate children.
  - (2) Legally adopted children.
  - (3) Illegitimate children. The illegitimate child of a female Soldier is an eligible beneficiary. An illegitimate child of a male Soldier is an eligible beneficiary only if:
    - (a) The Soldier acknowledges the child, in writing, with a signature; or
    - (b) The Soldier has been judicially ordered to contribute to the child's support; or
    - (c) The Soldier has been, before his death, judicially decreed to be the father of such child; or
    - (d) Proof of paternity is established by a certified copy of the public record of birth or church record of baptism showing that the insured was the informant and was named as father of the child; or
    - (e) Proof of paternity is established from service department or other public records, such as school or welfare agencies, which show that with his knowledge the insured was named as father of the child.

*Note.* A stepchild is not an eligible beneficiary unless adopted by the deceased Soldier.

- c. Father and mother in equal parts or, if either is dead, then the survivor.
- d. Legal representative of the deceased Soldier's estate.
- e. Person entitled under the law of the domicile of the deceased Soldier.

### **15-6. Automatic termination of beneficiary designation**

A designation of beneficiary made by a Soldier insured under SGLI for full-time or part-time coverage will automatically be canceled under the following rules:

- a. When the insurance terminates following separation or release from all duty or the obligation to perform duty.
- b. When the Soldier re-enters on duty or incurs an obligation to perform duty in another uniformed service.
- c. When the Soldier re-enters on duty in the Army more than one calendar day after separation or release from all duty in the Army.

*Note.* If a prior designation is terminated for any of the reasons in this paragraph and the Soldier wants the insurance proceeds paid to a designated beneficiary, the Soldier must access SOES to add the desired beneficiary; or, if unable to access SOES, the Soldier must complete and submit a new VA Form SGLV 8286 to the Soldier's service S1/MPD.

### **15-7. Accelerated benefits claims**

#### *a. General.*

- (1) The accelerated benefit option permits terminally ill Soldiers covered under the SGLI to receive a portion of the face value of the insurance coverage before Soldier or spouse dies. Such payments are made by lump sum only and paid by check.
- (2) A Soldier is eligible to receive an accelerated benefit if he or she has a valid written prognosis from a physician of 9 months or less to live.
- (3) The amount of accelerated benefit available to a Soldier is up to 50 percent of the face value of the Soldier's insurance coverage. If a Soldier elects less than the maximum, the amount requested must be in increments of \$5,000. The accelerated benefit paid to the Soldier will be the amount requested.
- (4) The portion of the face value of insurance that is not paid in a lump sum as an accelerated benefit remains payable to the designated beneficiary(ies) upon his or her death. Monthly deductions for SGLI will be reduced in a manner consistent with the percentage reduction in the face value of the insurance because of payment of the accelerated benefit.
- (5) The amount of the accelerated benefit received by the Soldier will not be considered income or resources for purposes of determining eligibility for or the amount of benefits under any federal or federally assisted program or for any other purpose.

#### *b. Request for accelerated benefits.*

- (1) Only the Soldier may apply for an accelerated benefit. The Soldier must be mentally competent to handle his or her affairs; no one else may apply on the Soldier's behalf. Exceptions to this policy will not be entertained.



(2) The Soldier's supporting CAC will assist the Soldier with preparing and submitting the request for accelerated benefits.

(3) Soldiers will use the appropriate claim for accelerated benefits forms, which can be downloaded at <https://www.benefits.va.gov/insurance/abo.asp>. Soldiers covered under SGLI will use VA Form SGLV 8284 (Servicemember/Veteran Claim for Accelerated Benefits).

(4) The application for accelerated benefits contains four sections. The Soldier will complete the first section; the insured individual's physician must complete the second section. In addition, the Soldier's S1 or commander may complete the branch of Service section, but this section is not required to process the Soldier's request. Finally, HRC CMAOD will complete the Casualty Branch section for active duty Soldiers.

(5) HRC CMAOD will forward the completed application form (VA Form SGLV 8284) to the OSGLI.

*c. Effective date.*

(1) The election to receive the accelerated benefit becomes effective at the time the Soldier cashes or deposits the accelerated benefit payment.

(2) A Soldier may cancel his or her request for benefits prior to cashing or depositing the accelerated benefit payment by informing OSGLI in writing of the request to cancel and by returning the check if the Soldier has received it. If a Soldier wants to change the amount of benefits requested or decides to reapply after canceling the request, he or she may file another application.

(3) If a Soldier dies prior to cashing an accelerated benefit payment, the payment must be returned to OSGLI unless the Soldier shared a bank account with the SGLI beneficiary.

(4) Once an election becomes effective (by cashing or depositing the accelerated benefit payment), it cannot be revoked. A Soldier is not eligible for additional accelerated benefits.

## **15–8. Taxability**

All benefits paid under any law administered by the VA are exempt from taxation. SGLI is a benefit administered by the VA; therefore, all benefits paid are not taxable. If an overpayment occurs and the overpayment is not returned, then the benefit may be taxable.

## **15–9. Method of payment election**

*a.* Soldiers may elect that the proceeds of SGLI be paid to the beneficiary in a lump sum payment or in 36 equal monthly payments.

*b.* Soldiers may also change the method of settlement at any time without the consent of the beneficiary.

*c.* If the Soldier elects a lump sum payment or makes no election, the beneficiary may choose either the lump sum settlement or payment in 36 equal monthly payments.

*d.* If the Soldier elects 36 equal monthly payments, the beneficiary may not elect a lump sum settlement.

*e.* Soldiers with full-time coverage will use SOES to elect a method of payment or to change a previous election. The Soldier will select either 36 months or lump sum. Soldiers with part-time coverage will use VA Form SGLV 8286 to elect a method of payment or change a previous election.

*f.* An election or change is effective the date the application is processed in SOES or the date such a change is received at the OSGLI, whichever is applicable.

## **15–10. Payment of insurance proceeds**

*a.* If a primary beneficiary does not make a claim for the proceeds within 1 year following the death of the Soldier or if federal law or regulation prohibits payment to such person within that period, payment will be made to the secondary beneficiary or in the order of precedence as set forth in paragraph 15–5. Any such payment bars recovery by any other person.

*b.* If within 2 years after the death of the Soldier, no claim has been made by any person entitled and neither VA nor the OSGLI has received any notice that such a claim will be made, payment may be made to any claimant that may be equitably entitled to the proceeds as determined by VA and such payment will be a bar to recovery by another person.

*c.* If the Soldier elects a lump sum payment, the beneficiary(ies) will be given the option of receiving the lump sum payment either through the Prudential Alliance Account, a check, or EFT. An Alliance Account is not available for payments less than \$5,000, payments to individuals residing outside the United States, and certain other payments. These will be paid by check.

*d.* If the proceeds are to be paid in 36 equal monthly payments, the first payment will include all monthly payments effective as of the date of death. The amount of each payment will be computed to include interest on the unpaid balance at the then effective rate.

*e.* If the insured designated that proceeds are to be paid in 36 equal payments to the primary beneficiary and that beneficiary dies before the full 36 payments have been paid, the remaining payments will be paid to the secondary beneficiary as the payments become due. If the secondary beneficiary dies before receiving all payments, or if there is no secondary beneficiary and the primary beneficiary dies before receiving all the payments, the unpaid payments, less the interest which would have accrued, will be paid in one sum to the estate of the beneficiary last receiving payment (primary or secondary).

#### **15–11. Beneficiary financial counseling service and online will preparation**

*a.* All beneficiaries of SGLI, TSGLI, or FSGLI proceeds are eligible to receive beneficiary financial counseling services provided through an independent professional services firm. Under this benefit, beneficiaries receive free, personalized, objective financial advice if they choose to take advantage of the service.

*b.* The beneficiary will receive a free detailed personalized financial plan, if requested, and toll-free access to financial counselors, as well as additional financial counseling resources. This service is a free lifetime benefit.

*c.* Beneficiary financial counseling is provided at no extra cost to the insured (in other words, premiums will not increase) or the beneficiary. In addition, the independent firm will not sell any products to the beneficiary and counselors receive no commission for their services.

*d.* Upon the death or traumatic injury of the insured, the OSGLI will provide information to the beneficiary/insured on how to contact the firm to take advantage of this benefit.

*e.* All beneficiaries of SGLI, TSGLI, or FSGLI proceeds are eligible to receive online will preparation services provided through an independent professional services firm. Under this benefit, beneficiaries receive free, personalized, objective will preparation if they choose to take advantage of the service.

*f.* More information on beneficiary financial counseling and online will preparation can be found at <https://www.benefits.va.gov/insurance/bfcs.asp>.

## **Chapter 16**

### **Payment of Death Gratuity**

#### **16–1. Entitlement provisions**

The conditions of entitlement and rates payable for a death gratuity are contained in DoD FMR, Volume 7A. Death gratuity will be paid regardless of whether death occurred in the line of duty or as the result of a Soldier's misconduct. Every precaution must be taken to ensure that the death gratuity payment is made to only authorized beneficiaries.

#### **16–2. Eligible Soldiers**

Death gratuity payments will be paid expeditiously (within 24 hours, if possible) to, or for, eligible beneficiaries described in this chapter after the official notification of death in one of the following categories:

*a.* Soldiers who die while on active duty or while traveling to or from such duty.

*b.* Soldiers who die during the 120-day period beginning on the day following date of discharge or release, under honorable conditions, from active duty (including retirement for either disability or length of service). In these cases, the Secretary of Veterans Affairs must determine that the Soldier's death resulted from disease or injury incurred or aggravated while the Soldier was on active duty or while in authorized travel status to or from such duty.

*c.* Any person who dies either while traveling to, from, or while at a place for final acceptance or for entry upon active duty (other than for training) in the Army, who has been ordered or directed to go to that place, and who has been:

(1) Provisionally accepted for that duty; or

(2) Selected, under the Military Selective Service Act, for duty in that military Service.

*d.* Soldiers whose death is determined by administrative finding under 10 USC Chapter 76, known as the Missing Persons Act.

*e.* ARNG or USAR Soldiers who die while traveling directly to or from:

(1) ADT.

(2) IDT (other than work or study in connection with Army Distributed Learning Program attendance or attendance, in an inactive status, at an educational institution under the sponsorship of the Army).

(3) IDT while staying at the ARNG or USAR Soldier's residence, when so authorized by proper authority, during the period of such IDT or between successive days of IDT.

*f.* Any ROTC cadet who dies while performing annual training duty under orders for a period of more than 13 days or while performing authorized travel to or from that annual training duty, or any applicant for membership in an

ROTC who dies while attending field training or while performing authorized travel to or from the place where the training is conducted.

### **16–3. Beneficiaries**

*a. Designation.* Soldiers may designate one or more persons to receive all or a portion of the death gratuity in 10 percent increments only. If a Soldier has a spouse but designates a person other than the spouse to receive a portion of the death gratuity, then the HRC will provide notice of the Soldier's designation to the spouse. In cases where Soldiers provided conflicting information regarding their designation of beneficiaries and the proportionate shares of the death gratuity in blocks 11 and 14 of DD Form 93, payment will be made only to the extent that clear designations can be established.

*b. Distribution.* If a Soldier does not make a designation under paragraph 16–3*a*, or designates only a portion of the amount payable, then the remaining amount of the death gratuity not covered by a designation will be paid as follows:

- (1) To the surviving spouse of a Soldier.
- (2) If no surviving spouse, then the child or children of the Soldier and descendants of deceased children, by representation.
- (3) If no survivor in accordance with paragraph 16–3*b*(1) or 16–3*b*(2), then the parents of the Soldier, in equal shares, or to the surviving parent.
- (4) If no survivor in accordance with paragraphs 16–3*b*(1) through 16–3*b*(3), then the duly appointed legal representative of the Soldier's estate.
- (5) If no survivor in accordance with paragraphs 16–3*b*(1) through 16–3*b*(4), then the person(s) determined to be entitled under the laws of the state in which the Soldier resided at their PDS.

*c. Treatment of parents.* For the purpose of paragraph 16–3*b*(3), parents includes fathers and mothers through adoption; however, only one father and one mother may be recognized in any case, and preference will be given to those who exercised a parental relationship on the date or most nearly before the date on which the Soldier died.

*d. Death of eligible survivor.* If an eligible survivor dies before receipt of the death gratuity, it will be paid to the living survivor next in the order of precedence.

### **16–4. Determining eligible beneficiaries**

When officially notified that a Soldier of his or her command has died, the commanding officer maintaining the Soldier's personnel or service records determines if an eligible death gratuity beneficiary exists in accordance with paragraph 16–3. Legal assistance officers will aid in cases involving a question of law.

*a. Lawful spouse.* If a Soldier is survived by a spouse, the following evidence will be used to determine whether an eligible beneficiary exists:

- (1) Entitlement to BAH or evidence of assignment of government quarters to a Soldier and spouse.
- (2) Documentary evidence of marriage and proof of termination of any prior marriage of either the beneficiary or decedent.

*b. Children.* If a Soldier is survived by a child or children, but is not survived by a spouse, the following evidence will be used to determine whether an eligible beneficiary exists:

- (1) Documentary evidence must show termination of any marriage, including a certified copy of the spouse's death certificate, divorce, or annulment decree.
- (2) Evidence must show entitlement to BAH for a child or children, or evidence of occupation of government quarters with the Soldier before Soldier's death.
- (3) Base eligibility of child or children upon documentary proof of relationship, including:
  - (a) The original or certified copy of the original birth certificate; or
  - (b) A certified court order of adoption in the case of a legally adopted child.
- (4) A certified copy of the appointment paper must be provided if a guardian of a minor child, or children, has been appointed by a court (as distinguished from being awarded physical custody).
- (5) When the amount of the death gratuity is \$10,000 or less, payment for a minor child will only be made to the parent, including an adoptive parent, as natural guardian when all of the following conditions exist (and the parent provides a notarized statement attesting to all of these conditions):
  - (a) A legal guardian has not been appointed; and
  - (b) The parent has custody of the minor child; and
  - (c) The parent will hold the payment for the sole use and benefit of the minor until the minor reaches adulthood; and
  - (d) The parent will account to the minor for such amount when the minor reaches adulthood; and

(e) The parent will hold the USG harmless in the event the minor, when he/she reaches adulthood, brings any legal action challenging the USG's payment to the minor's parent.

(6) If the death gratuity is more than \$10,000, or the conditions of paragraph 16-4b(5) are not met, payment will only be made to the guardian or conservator appointed by a court to receive such payments for the minor's benefit, thereby providing the USG a means of obtaining a good acquaintance.

(7) The relationship between a Soldier and his or her stepchild can survive the end of the marriage from which it arose. If the marriage that created the relationship ended by death, then the relationship continues, absent evidence to the contrary. If the marriage ended by divorce, as distinguished from death, then the relationship ends unless clear and convincing evidence is furnished showing continuance of close family ties and intention to continue the prior relationship.

c. *Parents.* If the Soldier is not survived by a spouse or child and has not officially designated any other individual(s) to receive the full death gratuity, then the parent beneficiary must furnish:

- (1) Documentary evidence that any marriage entered into by the decedent has been terminated; and
- (2) A statement, witnessed by two individuals, that there are no living children.

d. *In loco parentis.* A person who stood in loco parentis (in the place of a parent) does not qualify for the death gratuity as a "parent" of the Soldier. A Soldier must designate such a person for that person to qualify as an eligible beneficiary.

e. *Mentally incompetent beneficiary.* If the beneficiary is mentally incompetent, then a photostatic or certified copy of the court order appointing a guardian, trustee, committee, or other such person is required.

f. *Effect of a will.* A will does not constitute a legal designation for death gratuity since such payment is not money or debt due the Soldier and thus cannot become part of the Soldier's estate.

#### **16-5. Determinations affecting entitlement**

a. *Death as lawful punishment.* Death gratuity is not payable in the case of a Soldier whose death is the result of a lawful punishment for a crime or military offense, except when such death was inflicted by any hostile force with which the Armed Forces of the United States had engaged in armed conflict.

b. *Soldier killed by beneficiary.* Death gratuity is not payable to a beneficiary or survivor who kills a Soldier unless there is evidence that clearly absolves such beneficiary or survivor of any felonious intent.

c. *Unauthorized absence or desertion.*

(1) Death gratuity is payable when a Soldier dies while he or she is AWOL, including being in custody of civil authorities, provided the date of death is prior to the Soldier's contractual separation date.

(2) Death gratuity is not payable when a Soldier is a declared deserter at the time of his or her death unless it is later found that the declaration was in error.

#### **16-6. Amounts payable and exemptions**

a. The amount of death gratuity is \$100,000.

b. Death gratuity payments will not be used to satisfy indebtedness (including overpayments).

c. Death gratuity is not taxable as gross income.

#### **16-7. Responsibility for payment of death gratuity**

a. If the beneficiary is an adult, then the death gratuity is paid by the Soldier's serving FO/DMPO, provided the adult beneficiary falls within the established policy of paragraph 16-3.

b. If the beneficiary is a minor or the designation is unclear, then DFAS will make the death gratuity payment. Unclear beneficiary designations include:

- (1) All cases outlined affected by paragraph 16-5; or
- (2) Any questionable case under outlined in paragraph 16-4; or
- (3) Common law widow or widower; or
- (4) A Soldier's minor children, adopted children without properly certified adoption papers, and illegitimate children.

#### **16-8. Erroneous payment**

a. An erroneous payment of death gratuity is one made to a person clearly not entitled to it because of administrative error and not because of statements of record made by the Soldier.

b. An additional death gratuity payment will be made to the rightful beneficiary when the error resulted from improper maintenance of records or administrative negligence. The second death gratuity payment will be paid expeditiously (within 24 hours, if possible). The payment will not be delayed pending recovery of the erroneous payment from the ineligible recipient.

c. An additional payment of death gratuity will not be made to a different person if the original payment was based on statements of record made by the Soldier and the USG has no reason to doubt that the beneficiary's status was as stated.

#### **16-9. Payment documentation**

The FO/DMPO will use DD Form 397 (Claim Certification and Voucher for Death Gratuity Payment) to make death gratuity payments. The FO/DMPO will immediately report the payment to DFAS using DMPO input procedures.

#### **16-10. Submission of copy of paid voucher**

Immediately on completion of payment of death gratuity, a copy of the paid DD Form 397 will be sent by fax to DFAS-IN at (317) 510-2711 or mail to Defense Finance and Accounting Service (DFAS-PMTS), 8899 East 56th Street, Indianapolis, IN 46249-0885.

### **Chapter 17**

## **Pay and Allowance Continuation Program**

#### **17-1. Purpose**

The purpose of pay allowance continuation (PAC) is to provide financial assistance to Soldiers by continuing their pay and allowances that would have discontinued at the time of their hospitalization. If approved, pay and allowances will continue to be paid to a Soldier of the RA, ARNG, or USAR who, in the line of duty, incurs a wound, injury, or illness while serving in a combat operation or a CZ, hostile fire area, or while exposed to a hostile fire event (regardless of location) and is hospitalized for treatment of the wound, injury, or illness.

#### **17-2. Eligibility**

a. To be eligible for PAC, a Soldier must have been:

(1) Wounded, become ill, or injured in the line of duty while in a CZ, combat operation, a hostile fire area, or exposed to a hostile fire event (regardless of location); and

(2) Removed from the zone, operation, area, or event prior to the end of their tour; and

(3) First hospitalized (minimum of 1-day inpatient) for treatment resulting from his or her wound, injury, or illness.

At the time of evacuation, all Soldiers meet the "first hospitalized (minimum of 1-day inpatient) for treatment" for the purposes of determining PAC eligibility.

b. After first hospitalization for treatment, a Soldier will remain eligible for PAC during follow-on outpatient treatment and/or rehabilitation until triggering one of the three terminating reasons listed in paragraph 17-4.

#### **17-3. Entitlement**

a. The pay and allowances that are continued for eligible Soldiers under the PAC program are those the Soldier is receiving at the time of hospitalization and include any special and incentive pays, bonuses, and the daily incidental expense portion of the TDY allowance authorized for Soldiers deployed in a combat operation or CZ authorized under 37 USC and 10 USC.

b. For purposes of HDP-L, Soldiers who are wounded, injured, or become ill within the first 30 days of serving in the designated HDP-L area will be considered eligible for HDP-L at the time the wound, injury, or illness is incurred provided the Soldier's orders to the designated HDP-L area were for more than 30 days in a designated hardship duty area.

#### **17-4. Procedures**

a. A Soldier's PAC eligibility is initiated by DFAS and the Warrior Transition Battalion(s) financial management specialist (FMS) once eligibility is assessed based on the criteria listed in paragraph 17-2. The FMS will compile all eligibility requests and forward them to the Mobilized and Wounded Warrior Pay Management Office (MWWPMO) on a weekly basis via encrypted email.

b. A Soldier that may have been entitled but did not receive PAC, must request a PAC pay inquiry through his or her S1 or respective FMS. The S1 or FMS will compile all inquiries and forward them to the MWWPMO as required via [dfas.indianapolis-in.jfa.mbx.ampomdst-custsvc@mail.mil](mailto:dfas.indianapolis-in.jfa.mbx.ampomdst-custsvc@mail.mil).

c. A Soldier who was separated from the Army and may have been entitled to but did not receive PAC must go through the MWWPMO for PAC pay inquiries via correspondence (mailed letter or email).

d. The MWWPMO will review and compile a list of PAC pay inquiries and forward it to the Army HRC PAC Office on a weekly basis via encrypted email.

e. The Army HRC PAC Office will research all PAC eligibility requests and pay inquiries and approve if found valid. PAC eligibility requests and pay inquiries are processed throughout the month and then compiled in the monthly payee report. The Army HRC PAC Office verifies a Soldier's request using the Armed Forces Health Longitudinal Technology Application, Medical Operational Data System (MODS), iPERMS, eMILPO, and Deployed Theater Accountability System but may employ other military systems as needed to determine eligibility.

#### **17-5. Termination**

The pay and allowances for Soldiers that meet the PAC Program eligibility requirements will continue until the end of the first month beginning after the earliest of the following dates:

a. The date on which the Soldier is returned for assignment to other than a medical or patient unit for duty.

b. The date on which the Soldier is discharged, separated, or retired (including temporary disability retirement) from the Army.

c. The date on which the Soldier is returned for assignment to other than a medical or patient unit for duty; however, in the case of a Soldier under jurisdiction of the SECARMY, the date on which the member is determined fit for duty.

d. Twelve months after the date on which the Soldier is first hospitalized for the treatment of the wound, injury, or illness. The PDUSD (P&R) may extend the termination date in 6-month increments under extraordinary circumstances.

#### **17-6. Extension request beyond initial 12 months**

a. Only the PDUSD (P&R) can extend PAC entitlement beyond the 1-year limit, in subsequent 6-month periods and only under "extraordinary circumstances." Soldier may contact the HRC PAC Office for specific guidance on "extraordinary circumstances."

b. PAC extension requests are due 90 calendar days before the Soldier's 12-month entitlement is scheduled to end. Pending a decision on his or her extension request, suspension of a Soldier's PAC entitlement will occur on the scheduled end date if the extension request is submitted to the Army HRC PAC Office after the 90-calendar day suspense. The Army HRC PAC Office coordinates with DFAS to ensure reimbursement of all suspended pay if the PDUSD (P&R) approves the Soldier's extension request.

c. The Army will not support a PAC extension request if a Soldier has been officially referred for a Physical Evaluation Board.

d. The Soldier, medical professional, or a qualified representative with the authority to represent the Soldier (for example, power of attorney, and so forth) will submit a written justification requesting the extension of PAC entitlement. The Soldier's primary doctor or assigned medical professional must generate a written statement validating the request. The request must also include a PAC continuation extension request; contact the Army HRC PAC Office prior to submission of the packet for additional guidance. A complete extension request packet must contain a signed PAC extension request, written detailed justification letter, appropriate medical professional statements, and all additional documentation supporting the requested extension.

e. Submit the complete PAC extension request packet to the Soldier's commanding officer (company level or higher), who will review and recommend approval or disapproval. If approved, the commanding officer will scan and email the entire extension request packet to the Army HRC PAC Office at [usarmy.knox.hrc.mbx.tagd-pay-allowance-continuation-team@mail.mil](mailto:usarmy.knox.hrc.mbx.tagd-pay-allowance-continuation-team@mail.mil) no later than 90 calendar days from Soldier's end of PAC eligibility. The commander's email must contain his or her concurrence with the PAC extension request.

f. The Army HRC PAC Office will review the extension request packet. If found valid, the PAC office will obtain approval through The Adjutant General of the Army and DCS, G-1 to the PDUSD P&R for decision. Only packets recommended for approval at all levels will be forwarded to the PDUSD P&R for decision.

g. If approved, the Army HRC PAC Office will notify the Soldier's commanding officer (company level or higher) and DFAS of the decision. If disapproved, the Army HRC PAC Office will only notify the Soldier's commanding officer of the decision.

## **Chapter 18**

### **Savings Programs**

#### **18–1. General**

The chapter provides policy for SDP and the Thrift Savings Plan (TSP) to include TSP under the Blended Retirement System (BRS). DoD FMR, Volume 7A contains additional information regarding these programs.

#### **18–2. Savings Deposit Program**

*a.* Soldiers permanently or temporarily assigned outside the United States in a CZ, or who qualify to receive hostile fire or IDP while serving in a QHDA or in a designated direct support area of a CZ, are eligible to participate in SDP after the Soldier has served in that assignment for at least 30 consecutive days or at least 1 day for each 3 consecutive months.

*b.* Soldiers may deposit during that tour of duty not more than the Soldier's unallotted current pay and allowances in amounts of \$5 or more. Soldiers may deposit up to \$10,000 with interest accruing at the rate of 10 percent per year. Deposits into SDP will be made by allotment or collection and processed through the FO/DMPO.

*c.* Deposits are limited to the amount of money Soldiers are entitled to receive on the payday immediately before the date of deposit, less authorized deductions and allotments (such as for dependents or insurance). Pay and allowances include special continuation pay (CP), reenlistment bonus, travel allowance on discharge, or pay and allowances for unused accrued leave. Soldiers cannot deposit advance pay and travel allowance for PCS and TDY travel.

*d.* Soldiers who are paid twice monthly may combine pay accrued at mid-month (MID–MO) and pay accrued at EOM, or combine EOM pay with pay accrued on the following MID–MO payday for a single deposit, provided the total amount deposited in a 1-month period does not exceed the amount he or she is entitled to be paid for 1 month.

*e.* When a Soldier can establish to the satisfaction of the commanding that the Soldier was unable to make a deposit in the normal manner, unallotted pay in excess of current pay and allowances may be deposited.

*f.* Soldier will not accumulate back pay prior to departing for an SDP area in order to deposit the back pay once the Soldier becomes eligible for the SDP.

*g.* An agent with a power of attorney from the Soldier may make deposits, either by allotment or by cash, into the SDP on behalf of the Soldier if the power of attorney states the agent has the authority to establish, change, or stop allotments.

*h.* The maximum amount on which 10 percent interest is computed is \$10,000 (principal and accrued interest combined) unless the Soldier is in a missing status.

*i.* Deposits made on or before the 10th of the month accrue interest from the 1st of the month. Deposits made after the 10th of the month accrue interest from the first day of the following month. Interest paid on the amounts deposited into SDP is taxable.

#### **18–3. Withdrawals**

*a.* Soldiers cannot close their SDP account until they have departed the CZ.

*b.* SDP accounts will accrue interest no more than 90 days after a Soldier leaves the SDP area. Soldiers should withdraw all funds after the 90-day period. If no withdrawal is made within 120 days after the qualifying duty terminates, DFAS will automatically transfer the funds to the military pay account of the Soldier.

*c.* SDP emergency withdrawals may be made only when the health or welfare of a Soldier or a Soldier's dependent would be jeopardized if the withdrawal was not granted. Emergency withdrawals may be authorized by the Soldier's commanding officer.

*d.* Savings deposits and accrued interest are exempt from collection for Soldier's debts, including debts owed to the USG or its agencies, except for levies issued by the IRS. Deposits are not subject to forfeiture by sentence of a court-martial and are not forfeited by desertion.

#### **18–4. Power of attorney**

Persons holding a power of attorney authorizing the person to act in the name of a Soldier are authorized to start, stop, or change a savings deposit allotment on behalf of the Soldier.

#### **18–5. Thrift Savings Plan—general**

TSP is a government-sponsored retirement savings and investment plan operated by the Federal Retirement Thrift Investment Board (FRTIB). Soldiers participating in TSP will be governed by statutes and regulations applicable to

TSP as set forth by the FRTIB and the IRS. Specific rules for TSP for Soldiers under the BRS is discussed in paragraphs 18–13 through 18–24. Specific rules for TSP for Soldiers not under the BRS are discussed in paragraph 18–25. The TSP guidelines under this section apply to both BRS Soldiers and Soldiers not under BRS.

#### **18–6. Thrift Savings Plan contributions**

a. A Soldier may make traditional or Roth TSP contributions. Traditional TSP offers tax deferral advantages similar to those offered to employees by private corporations under 401(k) plans. The Roth TSP option offers a Soldier the option of making after-tax contributions.

b. All TSP contributions, traditional or Roth, must be made through payroll deduction.

c. For a Soldier to contribute bonuses, incentive, or special pay to TSP, the Soldier must also be contributing the minimum 1 percent of the Soldier's basic pay.

d. A Soldier may choose to stop contributing to TSP at any time. Any change is effective at the end of the pay period in which that election is accepted by the Soldier's servicing FO/DMPO. If basic pay contributions are terminated, TSP deductions for special, incentive, and bonus pays will also be terminated with the same effective date.

e. A Soldier may choose the percentage of basic pay to contribute. A Soldier's contribution election may be limited by the priority of pay deductions set forth in DoD FMR, Volume 7A.

f. Annual contribution limits are available on the TSP website at <https://www.tsp.gov/>.

(1) *Annual individual contribution limit.* Total annual individual contributions for Soldiers not serving in a CZ may not exceed the annual elective deferral limit established by 26 USC 402(g).

(2) *Annual additional combat zone tax exclusion limit.* Total contributions, including agency (1 percent) contributions, agency matching contributions, and individual contributions for Soldiers serving in a CZ may not exceed the annual addition limit established by 26 USC 415(c).

(3) *Agency automatic (1 percent) contributions and agency matching contributions (Blended Retirement System participants only).* Agency automatic (1 percent) contributions and agency matching contributions do not count against the annual individual contribution limit, but both agency automatic (1 percent) and agency matching contributions count against the annual additional CZTE limit. A Soldier not serving in a CZ who has met the total annual individual contribution limit will continue to receive agency automatic (1 percent) contributions. For a Soldier serving in a CZ, all contributions must stop when the total amount of individual and agency contributions reaches the annual additional CZTE limit.

(4) *Roth Thrift Savings Plan contribution limits and combat zone tax exclusion.*

(a) A Soldier making Roth contributions is limited to the annual individual contribution limit even if the Soldier is contributing from pay earned in a CZTE area; and

(b) A Soldier serving in a CZTE and who reaches the annual individual contribution limit while contributing to Roth TSP may resume contributions by switching to traditional TSP contributions.

g. A Soldier's individual contributions to TSP are treated by default as traditional tax-deferred contributions. A Soldier may elect to designate all or part of his or her individual contributions as Roth. Agency automatic (1 percent) contributions and agency matching contributions are always tax-deferred traditional contributions.

h. Soldiers may elect to contribute to a Roth TSP account instead of, or in addition to, a traditional TSP account. Any Soldier eligible to contribute to a traditional TSP account may also contribute to a Roth TSP account. However, traditional TSP contributions will be deducted before Roth TSP if there is a conflict regarding which contribution has priority.

i. Roth TSP contributions are taken after tax. However, Soldiers serving in a CZ, or in direct support of a CZ, may contribute tax exempt pay to the Soldier's Roth TSP account. In the same manner as with the traditional TSP account, payroll deductions will begin the first full pay period after the service accepts Form TSP–U–1 (Thrift Savings Plan Election Form). Roth TSP contributions must be made through payroll deductions. Lump sum contributions for special, incentive, and bonus payments are permitted only through payroll deductions.

j. The same maximum contribution limits that apply to traditional TSP also apply to Roth TSP. If a Soldier elects to contribute to both traditional TSP and Roth TSP, the maximum contribution limits apply to the combined accounts, not to each account separately.

#### **18–7. Thrift Savings Plan funds**

a. A Soldier may indicate his or her choice of TSP funds for the investment of deposits to TSP by making a contribution allocation among the TSP funds. A BRS opt-in Soldier may maintain his or her previous contribution allocation to TSP funds, but the BRS opt-in Soldier is ultimately responsible for ensuring TSP contributions are being properly allocated under BRS.



*b.* If a Soldier does not indicate his or her choice of TSP funds for the investment of deposits to TSP at election or time of opt-in, TSP will invest the Soldier's individual contributions and the agency contributions in an age-appropriate, target date asset allocation investment fund, commonly known as a "lifecycle" fund. A Soldier may change his or her investment elections by contacting TSP.

#### **18-8. Thrift Savings Plan loan program**

A Soldier may apply for a TSP loan or hardship withdrawal in accordance with TSP regulations and guidance. Information on loans and hardship withdrawals may be found on the TSP website <https://www.tsp.gov/>.

#### **18-9. Catch-up contributions**

*a.* A TSP participant age 50 years or older may make catch-up contributions to both Roth and traditional TSP accounts. Contributions must be made from basic pay. The amount of the catch-up cannot exceed the annual catch-up contribution limit established by 26 USC 414(v). Annual limits are published on the TSP website. A Soldier must self-certify using Form TSP-U-1-C (Thrift Savings Plan Catch-Up Contribution Election) that the Soldier expects to contribute the maximum amount to the TSP or other eligible employer plans. If a Soldier elects to contribute catch-up contributions to both Roth TSP and traditional TSP, the maximum catch-up contribution limits apply to the combined accounts, not to each account separately.

*b.* Soldiers may not make traditional catch-up contributions from pay subject to the CZTE. However, Soldiers may make Roth catch-up contributions from pay subject to the CZTE.

#### **18-10. Make-up contributions**

Make-up contributions are individual contributions that should have been deducted from a Soldier's basic pay, bonuses, incentive, or special pay or agency contributions that should have been charged to the Army on an earlier date, but were not deducted or charged and consequently are being deducted or charged currently.

*a.* If, while the Soldier was in a CZTE area, contributions were not deducted that should have been deducted, the Soldier may be able to make up those contributions in accordance with FRTIB regulations. If make-up contributions are made when the Soldier is no longer subject to the CZTE, the contributions will be tax-deferred, but not tax-free. No tax-free (CZTE) contributions may be made from taxable pay.

*b.* Make-up contributions from basic, special, incentive, and bonus payments are permitted only through payroll deductions.

#### **18-11. Breakage (lost Thrift Savings Plan earnings) due to agency error**

*a.* Breakage is the loss incurred or the gain realized on make-up or late contributions. It is the difference between the value of the shares of the applicable investment fund(s) that would have been purchased had the contribution been made on the "as of" date and the value of the shares of the same investment fund(s) on the date the contribution is posted to the account. For detailed information concerning the breakage, refer to TSP regulations in Part 1605, Title 5, Code of Federal Regulations (5 CFR 1605) or TSP bulletins. TSP bulletins are available at on the TSP website at <https://www.tsp.gov/agency-service-reps/bulletins/>.

*b.* If a Soldier receives earnings from which Soldier contributions should have been deducted, but as a result of agency error all or any part of those deductions were not made, even if the Soldier makes up those Soldier contributions the belated Soldier contributions will not require payment of breakage, except under the following circumstances:

(1) Delayed or erroneous contributions when a Soldier received earnings as follows:

*(a)* If a Soldier receives earnings but as a result of an Army or DoD agency error all or any part of the agency matching contribution associated with the earnings are not timely received by the TSP recordkeeper, the agency belated contributions will be subject to breakage.

*(b)* If a Soldier receives earnings where contributions were properly deducted but as a result of an Army or DoD agency error all or any part of the associated agency matching contributions were not timely received by the TSP recordkeeper, the belated contributions will be subject to breakage.

*(c)* If a Soldier receives earnings where contributions were properly deducted but as a result of an Army or DoD agency error all or any part of those Soldier contributions were not timely received by the TSP recordkeeper, the belated contributions will be subject to breakage.

(2) If a Soldier does not timely receive all or any part of pay to which entitled due to an Army or DoD agency delay in basic pay, special pay, incentive pay, and bonus, all such belated Soldier contributions and agency matching contributions will be subject to breakage.

(3) All contributions contained in a payroll submission received by the TSP recordkeeper more than one pay period after the pay date associated with that payroll submission will be subject to breakage.

(4) Loan allotments deducted from the Soldier's pay but not timely received by the TSP recordkeeper due to an Army or DoD agency error will be subject to breakage.

c. Breakage on loan allotments and late contributions will be calculated by the TSP system only for those contributions and loan allotments that are \$1 or more.

d. The employing agency whose error caused a late or erroneous investment of money in the TSP is responsible for payment of any breakage resulting from that error. The DMPO/FO that submitted payment records or loan allotments that are subject to breakage is also responsible for submitting the appropriate payment records relating to those submissions. The amount of breakage that is calculated will be charged to the TSP deposit account of the submitting paying office. Where another employing agency caused the late or erroneous submission by the submitting paying office, the paying office that was charged for the amount of breakage calculated should seek reimbursement from the other employing agency.

e. An agency error does not result when TSP contributions are made pursuant to a Soldier's election, but the Soldier then subsequently elects not to continue/start contributions.

#### **18–12. Enlistment and transfer between uniformed service**

a. When Soldiers transfer to another branch of the uniformed services, the Soldier's TSP contributions may be continued. The Soldier must notify the gaining uniformed service servicing organization of his or her existing TSP contribution election to continue TSP contributions and/or loan repayments without interruption.

b. If a Soldier separates from the service and rejoins after a break in service of 31 days or more, the Soldier may sign up immediately to contribute to TSP.

c. If a Soldier separates from the service and rejoins after a break in service of less than 31 days, and the Soldier had been contributing to TSP, contributions to TSP will resume the first pay period after rejoining the service.

d. A Soldier of the uniformed service who is also a federal civilian employee may contribute under both programs to the TSP. The annual contribution limitations apply to the combined accounts and not to each account separately.

#### **18–13. Thrift Savings Plan for Soldiers enrolled in Blended Retirement System**

BRS became effective January 1, 2018 under Public Law 114–92, sections 631 through 635. A Soldier will be auto-enrolled in BRS by virtue of the Soldier's accession into the Army on or after January 1, 2018. This policy applies to both auto enrolled and opt-in Soldiers.

#### **18–14. Participation and initial Thrift Savings Plan contribution**

A TSP account, if one does not already exist, will be established for both auto enrolled BRS Soldiers and BRS opt-in Soldiers. Initial individual and agency contributions to TSP will occur no later than:

a. *Auto-enrolled Blended Retirement System Soldiers.* The beginning of the pay period following the Soldier's 60th day of service as calculated from PEBD.

b. *Blended Retirement System opt-in Soldiers.* The beginning of the pay period following the election to enroll in BRS. When a BRS opt-in Soldier makes an election on the first day of the month, which is the first day of the pay period, then initial individual and agency contributions will be in effect for that month.

#### **18–15. Blended Retirement System opt-in Soldier individual Thrift Savings Plan contribution**

a. If a BRS opt-in Soldier previously contributed to TSP, the balance of any prior TSP contributions will carry over following enrollment in BRS. Individual TSP contributions made prior to BRS will not be matched.

b. BRS opt-in Soldiers will not be automatically enrolled in TSP. BRS opt-in Soldiers must affirm their prior contribution election or make a new contribution election. A BRS opt-in Soldier may contribute to TSP at the individual contribution percentage or dollar amount the Soldier elects at the time of enrollment in BRS. A contribution election may be changed any time in accordance with TSP regulations.

#### **18–16. Auto-enrolled Blended Retirement System Soldier individual Thrift Savings Plan contribution**

a. An auto-enrolled BRS Soldier will be automatically enrolled in TSP with an individual contribution election of 3 percent of the Soldier's monthly basic pay or inactive duty pay. This amount will be contributed to the Soldier's TSP account beginning with the first pay period following the Soldier's 60th day of service as calculated from the PEBD.

b. An auto-enrolled BRS Soldier may change the individual TSP contribution amount at any time before or after the initial deduction. All Soldiers must follow regulations prescribed by the IRS and the FRTIB when requesting a refund or changing the amount of individual contributions.

c. Annual re-enrollment in TSP for auto-enrolled BRS Soldiers is as follows:

(1) *Requirement.* Annual TSP re-enrollment, or “annual re-enrollment,” is required for any auto-enrolled BRS Soldier who has stopped his or her automatic TSP contribution by reducing the individual contribution to 0 percent or \$0 per pay period.

(2) *Annual re-enrollment.* If an auto-enrolled BRS Soldier has stopped automatic TSP contributions and the Soldier’s individual contribution from his or her pay in the final full pay period of the year is 0 percent or \$0, the Soldier will be re-enrolled in TSP on January 1 of the following calendar year. The re-enrollment individual contribution rate will be 3 percent of the Soldier’s basic pay. The individual contribution will be deducted in the first full pay period of the year of re-enrollment.

(3) *Exception.* This provision does not apply if the Soldier’s individual contribution is at a percentage or amount greater than zero, but whose contributions may have stopped during the previous year because the Soldier reached the maximum annual contribution limit allowed under IRS regulations.

d. Auto enrolled Soldiers who are in a non-TSP contribution status at the end of a year should not be auto reenrolled in TSP in January. However, if the Soldier does not resume contributions when eligible to do so, the Soldier should be auto re-enrolled in TSP in January of the following year.

e. Annual re-enrollment will occur each year of a Soldier’s career in which the criteria in paragraph 18–16 are met.

f. A Soldier may decline the annual re-enrollment for the following year no earlier than December 1st of the year in which the Soldier is determined to be subject to annual re-enrollment.

### **18–17. Agency contributions for auto enrolled Blended Retirement System Soldiers**

a. *Agency automatic (1 percent) contributions.*

(1) *Start date.* Commencing with the pay period that follows a Soldier’s 60th day of service, as calculated from the PEBD, the Army will automatically contribute to that Soldier’s TSP account, at no cost to the Soldier and without relation to the amount the Soldier contributes, an amount equal to:

(a) One percent of basic pay earned by that Soldier during that pay period for active service; or

(b) One percent of inactive duty pay earned by that Soldier during that pay period for IDT.

(2) *End date.* The agency (1 percent) contribution will continue for each pay period in which a Soldier is entitled to receive either basic pay or inactive duty pay, or both, through the end of the pay period during which the Soldier attains 26 years of service, as calculated from the PEBD.

b. *Agency matching contributions.*

(1) *Start date.* Commencing with the pay period that follows a Soldier’s completion of 24 months of service, as calculated from the PEBD, the agency will contribute an amount that matches the Soldier’s individual contribution to TSP (up to 4 percent).

(2) *End date.* No agency matching contributions will be made to a Soldier’s TSP account after the pay period during which the Soldier attains 26 years of service, as calculated from the PEBD.

### **18–18. Agency contributions for Blended Retirement System opt-in Soldiers**

a. *Agency automatic (1 percent) contributions.*

(1) *Start date.* Commencing with the pay period that follows a Soldier’s BRS opt-in, the agency will automatically contribute to that Soldier’s TSP account at no cost to the Soldier and without relation to the amount the Soldier contributes, an amount equal to:

(a) One percent of basic pay earned by that Soldier during that pay period for active service; or

(b) One percent of inactive duty pay earned by that Soldier during that pay period for IDT.

(2) *End date.* The agency (1 percent) contribution will continue for each pay period in which a Soldier receives either basic pay or inactive duty pay, or both, through the end of the pay period during which the Soldier attains 26 years of service, as calculated from the PEBD.

b. *Agency matching contributions.*

(1) *Start date.* Commencing with the pay period that follows a Soldier’s BRS opt-in election the agency will contribute an amount that matches the Soldier’s individual contribution to TSP (up to 4 percent) in accordance with DoD FMR, Volume 7A chapter 51, table 51–3.

(2) *End date.* No matching agency contributions will be made to a Soldier’s TSP account after the pay period during which the Soldier attains 26 years of service, as calculated from the PEBD.

### **18–19. Vesting of individual Thrift Savings Plan contributions**

Individual contributions made by an auto enrolled BRS Soldier or a BRS opt-in Soldier are immediately vested upon payment to TSP. Subsequent earnings on those contributions are also immediately vested when the earnings accrue.

### **18–20. Vesting of agency Thrift Savings Plan contributions**

The two types of agency contributions to TSP are subject to different vesting rules. The following vesting rules apply to both auto-enrolled BRS Soldiers and BRS opt-in Soldiers:

*a.* The agency automatic (1 percent) contributions described in paragraph 18–18 become fully vested on the first day of the 25th month of service, as calculated from a Soldier's PEBD. Soldiers who separate from a uniformed service before this date forfeit the agency automatic (1 percent) contributions and any earnings on those contributions.

*b.* Any agency matching contributions, as described in paragraph 18–18 are fully vested upon receipt in the Soldier's TSP account, regardless of accrued service. Any earnings on the agency matching contributions are immediately vested when they accrue.

### **18–21. Carryover of individual Thrift Savings Plan elections for all Blended Retirement System Soldiers**

*a. Re-enrollment in the Thrift Savings Plan after separation.* A Soldier covered under the BRS who separates from a component of the uniformed services and later re-affiliates with any component of a uniformed service will be reenrolled in TSP at an individual contribution of 3 percent of the Soldier's monthly basic pay or 3 percent of inactive duty pay regardless of any previous contribution elections made prior to separation.

*b. Start date for individual contributions.* A reentrant will be automatically enrolled and the 3 percent individual contribution will begin no later than the first pay period following re-entry.

*c. Agency (1 percent) contributions.* A Soldier covered under the BRS who re-enters service after a break in service and who previously qualified for the agency automatic (1 percent) contribution in paragraph 18–18 will resume receiving the agency 1 percent contribution into the Soldier's TSP account no later than the first pay period after reentry.

*d. Agency matching contributions.* A Soldier covered under the BRS who re-enters service after a break in service and who previously qualified for agency matching contributions in paragraph 18–18 will resume receiving agency matching contributions into the Soldier's TSP account concurrent with re-enrollment.

### **18–22. Thrift Savings Plan elections for transitioning Reserve Component Soldiers**

Soldiers of the RC covered under the BRS are considered continuous participants in the BRS while they remain in a paid status. Payroll offices should not submit TSP separation codes for RC Soldiers. RC Soldiers will not be reenrolled at the automatic 3 percent individual contribution level each time they transition from a paid status in the Selected Reserve to active service or from active service back to a paid status in Selected Reserve. The Soldier's previously elected TSP contribution levels will carry over through transitions related to activation and deactivation, unless and until the Soldier elects to modify the Soldier's own contribution level. Loan payments, if any, will also carry through. Such RC Soldier are subject to annual auto re-enrollment.

### **18–23. Blended Retirement System erroneous enrollment and Thrift Savings Plan**

BRS enrollment will be voided for any Soldier who is found to be ineligible to be enrolled or to elect to enroll in BRS under the provisions outlined in the Deputy Secretary of Defense Memorandum, dated January 27, 2017, Implementation of the Blended Retirement System. Such Soldiers will be placed under the correct retirement system upon discovery of the error. Any erroneous agency TSP contributions made to the Soldier's TSP account will be subject to correction in accordance with FRTIB regulations.

### **18–24. Hardship extension of enrollment periods and Thrift Savings Plan**

If an agency concerned extends the BRS period in accordance with the guidance on hardship extensions of enrollment periods in Service regulations and in accordance with Public Law 114–92, this will not allow for retroactive TSP contributions.

### **18–25. Thrift Savings Plan for Soldier not under Blended Retirement System**

*a.* Any Soldier not enrolled in BRS may elect to participate in the TSP. A Soldier electing to participate is required to contribute at least 1 percent of the Soldier's basic pay.

*b.* The payroll deduction for individual TSP contributions will commence the first full pay period after the service accepts Form TSP–U–1.

### **18–26. Continuation pay**

*a. Policy provisions.*

(1) The BRS provides for CP in exchange for additional service obligation by Soldiers when they reach between the 8 and 12-year point in their career. Soldiers will receive a minimum of 2.5 times base pay for Regular Component and .5 times base pay for RCs if they commit to a minimum of 3 years of additional service.

(2) CP application points, rates, and years of required commitment may vary from year to year or from one MOS to another, and application criteria will be published annually by the Deputy Assistant Secretary of the Army for Military Personnel and Quality of Life. CP is not automatic and Soldiers must apply before the established deadline or they will forfeit their eligibility to receive CP.

*b. Eligibility.* Soldiers must meet the following criteria to qualify for CP:

(1) Must be enrolled in BRS.

(2) Must be within 180 days of the established application year point (between 8 and 12 years of service) as determined from their PEBD.

(3) Must have an approved application no later than the anniversary date of the established application year point as determined from their PEBD.

*c. Roles and responsibilities.*

(1) DCS, G-1 Plans and Resources (DAPR-PRC) will continue coordination with DFAS to ensure CP payments are disbursed within 10 duty days of receipt of an approved CP contract at finance.

(2) Commanders or designated representatives will—

(a) Verify Soldiers requesting CP elected BRS.

(b) Assist Soldiers in completing the CP contract and acquiring the appropriate approval prior to Soldier's 8th to 12th year of service as computed from the PEBD (based on year's criteria). Current law does not allow for the acceptance of a CP contract beyond the 12th year of service.

(c) Identify and ensure Soldiers eligible for CP submit their requests within the established timelines.

(3) Soldiers enrolled in BRS will—

(a) Use the approved (CP (BRS)) request as published by DCS, G-1 plans and resources to apply for CP.

(b) Submit the completed contract to their respective S1 for approval and processing to FO/DMPO.

(c) Failure to complete the required period of obligated service for CP is subject to full or partial repayment in accordance with 37 USC 373 and DoD FMR, Volume 7A. The period of obligated service and the amount payable can change annually.

(4) RA, ARNG, USAR, and career counselor retention noncommissioned officers will ensure—

(a) Soldiers who do not have sufficient service remaining to qualify for CP take retention action to meet the minimum service remaining requirement.

(b) Soldiers who are not eligible to take retention action (barred to continued service statement, flagged, or otherwise not qualified for retention) are not authorized to reenlist or extend to meet the service remaining requirement until the disqualification is overcome and/or removed.

(c) Soldiers who do not have sufficient service remaining to qualify for CP are ineligible to take retention action to meet the 4-year service obligation if the action will cause them to exceed the retention control point for their current grade as computed from the BASD.

(5) Personnel office/S1 will—

(a) Include the unit identification code in block 3 of the CP contract. Also, complete item 4 of the CP contract with a 9-digit control number prior to forwarding to the FO/DMPO (CP1801001 is an example of such a number). First two characters (CP) represents continuation pay. The next two numbers represent the fiscal year the CP contract is approved. The fourth and fifth numbers represent the month and the last three numbers depicts the cumulative number(s) of CP contracts processed by the assigned unit for a particular month.

(b) Forward the CP contract to the FO/DMPO within 7 duty days in accordance with established procedures to finance for payment.

(c) Process the CP contract for filing in iPERMS under the service and finance folders.

## **Chapter 19**

### **Advance and Local Payments**

#### **Section I**

#### **Advance Payments**

##### **19–1. Policy provisions**

DoD FMR, Volume 7A contains the conditions of entitlement and rates payable for advance pays and contains the conditions for authorization of all advances of BAH and OHA. The FO/DMPO will process immediately, all advance payments paid under this section against the Soldier's MMPA.

##### **19–2. Advance payments**

The purpose of advance payments are to ease hardships imposed by the lack of regular payments when a Soldier is mobilized, ordered to duty at distant stations, or deployed aboard ships for more than 30 days. DD Form 2560 (Advanced Pay Certification/Authorization) is used to certify and authorized an advance of pay. Do not pay an advance of pay in an amount that will require the stoppage of allotments for insurance or support of dependents. No allotment may be started after the advance is made if that allotment would prevent repayment of the advance of pay within the allowed period. If the separation of a Soldier is imminent, then stop all allotments necessary to collect the advance. Advance payments may be made for the following entitlements:

- a.* Advance pay for PCS.
- b.* Advance pay for assignment of 365 days or more, boots on the ground, to an IDP location.
- c.* Advance pay, not to exceed 15 days of pay, when ordered to an Army training center reception battalion.
- d.* Advance of BAS not to exceed 3 months is authorized only when an enlisted Soldier is ordered to a remote location where dining facilities and rations are not readily available and must be purchased prior to departure or when the unit commander, through an administrative error, fails to stop meal deductions in a timely manner, causing a delay in the stopping of meal deduction, or the FO/DMPO fails to process the meal deduction stop document timely, causing a delay in the stopping of the meal deductions.
- e.* Advance pay upon evacuation of Soldiers or dependents to cover costs of travel, food, and other needs.
- f.* Advance of allotment(s) to dependents if the Soldier is assigned or scheduled for assignment to sea duty or other duty with a unit or command deployed or to be deployed outside the United States and the allotment(s) is made by the Soldier not more than 60 days before the scheduled date of the assignment of the Soldier to this duty.
- g.* Advance pay for members of the Armed Forces Health Professions Scholarship Program on active duty.
- h.* Advance of OHA and BAH may be authorized under the terms and conditions in the DoD FMR, Volume 7A.
- i.* Advance pay for Senior Reserve Officers' Training Corps (SROTC) cadets ordered to field training or practice exercises. An advance of pay will not to exceed the entitlement for 1 month, or the amount the SROTC cadet will accrue for the training, whichever is less.

##### **19–3. Justification**

Justification is required when any Soldier requests a second advance, an advance of more than 1-month basic pay less deductions, more than a 12-month repayment schedule, payment earlier than 30 days before departure, or payment later than 60 days after arrival at the new duty station. The justification must be in writing and must itemize expenses incurred, extenuating circumstances, or severe hardship that would be considered exceptions to normal circumstances. The commander, designated officer, or civilian in the chain of command senior to the requestor must approve the request.

##### **19–4. Responsibility of approving officer and paying officer**

- a.* The officer responsible for approving the request for advance of pay will ensure there is a definite need for the advance and that the request meets the requirements in paragraph 19–3. The approving official will counsel the Soldier concerning the purposes of advance pay. Counseling will include an emphasis that an advance of pay is intended to provide funds for necessary items only, and that the application may be deferred until arrival at the new duty station. The Soldier will be informed of the liquidation requirements and the financial hardship that may result because of the liquidation period.
- b.* The responsibility for making payment of an advance of pay is that of the FO/DMPO who must also ensure that the provisions of law are observed strictly. The FO/DMPO is not required to make payment merely on the justification and evidence presented by the Soldier. If the facts do not justify payment, a reasonable explanation or the submission

of further evidence may be required. The FO/DMPO must use good judgement as to written justification, and evidence on which payment is made, since payment is made at the financial risk of the FO/DMPO.

c. Soldiers without dependents receive payment of advance of pay when authorized. In most instances, however, such Soldiers cannot qualify for an advance of pay. If a Soldier without dependents requests an advance of pay, the Soldier must show justification in writing that extenuating circumstances exist. If the evidence furnished is not questionable and all requirements are met, an advance of pay may be authorized.

## **Section II**

### **Local, Partial, and Emergency Partial Payments**

#### **19–5. Policy provisions**

DoD FMR, Volume 7A contains the conditions of entitlement and rates payable for local, partial, and emergency partial payments.

#### **19–6. Local and partial payments**

Local and partial payments are authorized only for overseas areas where on-base military banking facilities are not readily available. Exceptions may be granted for Soldiers assigned to classified or contingency operations where the exigencies of their assignment may require local cash or partial payments. In this circumstance, the Soldier's commander may authorize immediate cash payments up to the amount of accrued entitlement to date when deemed appropriate to the mission.

#### **19–7. Emergency partial payment**

For Soldiers residing or assigned within the United States, this is a payment deemed time sensitive and required within 24 hours due to an unforeseen set of circumstances or the resulting state that calls for immediate action. DD Form 1337 (Authorization/Designation for Emergency Pay and Allowances) may be used for authorization. Payment will be made by direct deposit. The supporting DFAS site may be able to effect overnight EFT payment if circumstances warrant. The Soldier's commander, in coordination with the supporting finance office, may authorize emergency payments up to the amount of accrued entitlement to date in the MMPA in the following circumstances:

- a. Emergency pay and allowances earned to date as reflected on the MMPA when no pay was received on regular pay day or when there is a major medical emergency or death in the Soldier's immediate family and payment is needed within 24 hours.
- b. Emergency travel advance when the Soldier does not have a government charge card.
- c. Discharge gratuity, when payment is needed within 24 hours under conditions of DoD FMR, Volume 7A.
- d. Payment of military death gratuity benefit to a beneficiary when payment is needed within 24 hours.
- e. Payment to the Soldier of advance pay or allowances and/or evacuation allowance when dependents must be evacuated as a result of a natural disaster or life-threatening situations.
- f. Payment to dependents when forfeiture of pay and allowances is waived under conditions of DoD FMR, Volume 7A.

## **Chapter 20**

### **Soldiers Missing, Captured, Interned, or Detained**

#### **20–1. Policy provisions**

The authority for payment for Soldiers missing, missing in action, interned, captured, or detained is contained in DoD FMR, Volume 7A.

#### **20–2. Pay and allowances that accrue to missing Soldiers**

a. Soldiers missing, missing in action, interned in a foreign country, beleaguered, besieged, or captured by a hostile force, or detained in a foreign country against the Soldier's will are entitled to receive or have credited to the Soldier's account the pay and allowances to which entitled when missing status began or to which the Soldier becomes entitled later, as follows:

- (1) Basic pay.
- (2) Special pay.
- (3) HzP, including HFP, IDP, and HDIP if the Soldier qualified immediately before entry to a missing status.

(4) Soldiers with dependents will continue to receive BAH at the “with dependents” rate or the BAH–DIFF rate. Single Soldiers living in single government quarters are entitled to BAH at the without dependents rate.

(5) BAS. Meal deductions will be stopped.

(6) FSA. Soldier may qualify for FSA–T while in a missing status if the continuous period of more than 30 days is completed after entering the missing status.

(7) FSH.

(8) Station per diem allowances for not more than 90 days. Travel per diem and clothing monetary allowances do not accrue during a missing status, even though Soldier was entitled to them when missing status began.

b. Payments will continue through the date the Army receives evidence of death of the Soldier, or date of presumption of death made by the SECARMY or designee, or date of return to military control.

c. If at any time the Soldier is officially determined to be absent without authority rather than missing, the Soldier is not entitled to pay and allowances during the period the Soldier is determined to be absent without authority.

### **20–3. Allotments for Soldiers in a missing status**

Allotments in effect before a Soldier enters a missing status may be continued. As directed by the SECARMY (or designee), allotments may be initiated, suspended, resumed, increased, decreased, or discontinued where circumstances so warrant in the interests of the missing Soldier, the dependents, or the USG.

### **20–4. Tax withholding for Soldiers in a missing status**

The taxable pay of Soldiers in a missing status is subject to FITW and SITW, except for those Soldiers entitled to the CZTE. Prisoners of war or those Soldiers missing in action and entitled to the CZTE are deemed, for the purposes of this paragraph, to continue in active service in the CZ or area for the period for which they are entitled to such status for military pay purposes.

### **20–5. Action by finance offices/Defense Military Pay Office**

a. Immediately upon receipt of information that a Soldier is reported missing, missing in action, captured by a hostile force, interned in a foreign country, or beleaguered or besieged, the FO/DMPO will establish a control file (may be a folder or manila envelope). The status of the Soldier will be shown on the front of the control file in large block letters.

b. A search will be made for any documents that have not been processed. This will include the requirement to contact the Soldier’s unit, PAC, or personnel service battalion/personnel service company/MPD/HRO, to ensure that any pending documents are sent immediately to the FO/DMPO. Documents that cannot be input to the Soldier’s MMPA will be enclosed in the control file, along with the Soldier’s DD Form 93. In the event the DD Form 93 is not available, a statement by the personnel officer will be enclosed in the control file as follows: “The official records of the Soldier do not contain an executed designation of beneficiary under Public Law 84–147.”

c. All pay account changes require a substantiating document to justify and support the change. If the Soldier requests the change, the Soldier must provide the proper KSD for the entitlement impacted by the request. The KSD matrix to identify the appropriate substantiating documents for each entitlement can be viewed at the following link: <https://www.hrc.army.mil/asset/16487>. Any pay account adjustments made by a unit, finance, or personnel office must also include the appropriate substantiating documents and DA Form 7895. All documents, including DA Form 7895, must be web-uploaded to iPERMS for inclusion in the AMHRR.

d. The FO/DMPO will review the control file to ensure the proper documents are enclosed. Any documents affecting the pay account of the Soldier that are received after the control file has been sent to DFAS–IN will be sent immediately to Defense Finance and Accounting Service (DFAS–IN–JFC), 8899 East 56th Street, Indianapolis, IN 46249–0885.

e. The control file will be sent to DFAS–IN under DA Form 200 (Transmittal Record) using a dedicated transmittal letter (TL) control number to the address in paragraph 20–5d. This regulation does not prescribe a standard TL format; however, the transmittal must contain the effective date and duty status of the Soldier. If the Soldier had more than one duty status change, the type of duty status and the beginning and ending time and date of each status will be shown on the TL. A copy of each DA Form 4187 or board finding to support each duty status change must be included in the control file.

### **20–6. Case review and find of death for Soldiers in a missing status**

a. *Case review.* When a 12-month period (starting from the date of the Soldier’s absence) is about to end and the Soldier has not been reported officially as dead, imprisoned, or interned, the case is fully reviewed. After this review



and when the 12-month period has ended, or following any later review warranted by information received, or other circumstances, the SECARMY (or designee):

- (1) Directs continuance of the Soldier's missing status if the Soldier reasonably may be presumed to be living; or
- (2) Makes a finding of death.

*b. Continuance of member's missing status.* When a Soldier is continued in a missing status, all pay and allowances will continue to credit to his or her account. Allotments are continued, discontinued, increased, or initiated. When the SECARMY (or designee) officially reports that a missing Soldier is alive and in the hands of a hostile force or is interned in a foreign country, allotment payments are authorized. These payments on the Soldier's behalf continue through the date on which the SECARMY (or designee) receives evidence that the Soldier is dead. When a Soldier returns to military Service control, the Soldier resumes control of allotments.

*c. Finding of death.* A finding of death includes the date upon which death is presumed to have occurred for the purposes of stopping pay and allowances, settlement of accounts, and payment of death gratuities. This date is the day following the day the Soldier has been absent 12 months unless the missing status continues beyond that day. In this case, the date of death is the date determined by the SECARMY (or designee).

*d. Change in date of death.* Payment of an account made following a report, determination, or finding of death may not be recovered and the case may not be reopened because of a later report or determination fixing an earlier date of death. If a later date of death is established, then the account is reopened and settled on the basis of the later date.

## **20-7. Accrued leave**

Soldiers, while in a missing status, will accumulate leave without regard to any leave accrual limitations stated in AR 600-8-10. However, a Soldier whose death is determined will, in addition to leave accrued before entering a missing status, accrue not more than 150 days of leave during the period of a missing status unless the actual date of death is found to have occurred on a date when the Soldier had accrued leave in excess of 150 days. Leave accumulated while in a missing status will not be taken but will be paid.

## **20-8. Missing Persons' Pay Accounts Under the Missing Persons Act**

The SECARMY makes official determinations on missing status or death. The Director, DFAS makes determinations necessary for the administration of the missing person's accounts under the Missing Persons Act. These include determinations of facts of dependency, starting, stopping, or changing allotments of pay, waiving recovery of erroneous payment or overpayment, and settling accounts.

# **Chapter 21**

## **Courts-Martial Sentences and Nonjudicial Punishment**

### **Section I**

#### **General Information**

### **21-1. General**

The effects of nonjudicial punishment and courts-martial sentences on pay and allowances are contained in DoD FMR, Volume 7A.

### **21-2. Disposition of forfeitures and fines**

Forfeitures and fines of enlisted Soldiers, warrant officers, and limited duty officers in excess of government indebtedness will be transferred to the Armed Forces Retirement Home Trust Fund. For purposes of this paragraph only, the term "government indebtedness" refers to an amount due from the Soldier for reimbursement to the USG.

### **Section II**

#### **Court-Martial Sentences**

### **21-3. Effects of sentences on pay and allowances**

Except as provided in this chapter, forfeiture of pay and reduction in grade by courts-martial apply when such penalties are imposed as nonjudicial punishment.

- a. Forfeitures.*

(1) A sentence to partial forfeiture of pay deprives a Soldier of the amount of pay stated in the sentence. The sentence applies for the number of months or days expressly stated.

(2) Forfeitures apply to pay (and allowances if total forfeitures of pay and allowances are specifically adjudged) becoming due on and after the date forfeitures are effective unless the convening authority suspends or remits the forfeiture (see para 21–9).

*b. Fines.* A fine is in the nature of a judgment. It makes a Soldier pecuniary liable to the United States for the amounts specified in the sentence. Fines are not self-executing. They are debts to the USG until:

- (1) Paid in cash by the Soldier; or
- (2) Collected by deduction from the Soldier's current pay; or
- (3) Collected by deduction on settlement of a Soldier's pay account at discharge.

*c. Authority.* Allowances are forfeited only when a sentence by a general court-martial includes forfeiture of all pay and allowances.

#### **21–4. Requirement for reduction in grade under certain court-martial sentences**

*a.* Unless otherwise provided, a court-martial sentence, as approved by the convening authority, which includes dishonorable or bad conduct discharge, confinement, or hard labor without confinement, by operation of law requires reduction of an enlisted Soldier to pay grade E–1 effective on the date of that approval. If the sentence of a Soldier who is thus reduced in pay grade is set aside or disapproved, or, as finally affirmed, does not include any of the above punishment, all rights and privileges denied the Soldier because of the reduction are restored. The Soldier is entitled to the pay and allowances to which Soldier would have been entitled for the period the reduction was in effect had the grade reduction not been applied.

*b.* An accused Soldier may be retained in the grade held at the time of the sentence or in any intermediate grade if the convening or higher authority taking initial action on the case suspends all elements of the sentence which would otherwise require reduction to pay grade E–1 by operation of law and provides for retaining the Soldier's present or intermediate grade as set forth in AR 600–8–19. When the action set forth in AR 600–8–19 is not taken, the Soldier is reduced to pay grade E–1 effective on the date the sentence is approved by the convening authority.

#### **21–5. Effective date of automatic reduction in grade**

If an enlisted Soldier is reduced by operation of law to pay grade E–1, the effective date of the reduction for the purpose of pay is the date on which the sentence is approved by the convening authority.

#### **21–6. Reduction in grade as a result of court-martial sentence**

A reduction in grade that is imposed as part of a court-martial sentence takes effect on the date the sentence is approved by the convening authority or on the 14th day after the sentence is adjudged, whichever is earlier.

#### **21–7. Forfeitures**

*a.* Pay subject to forfeitures, other than total forfeitures, apply to:

- (1) Basic pay based on the Soldier's years of service; and
- (2) Career sea pay or HDP, provided such pay continues to accrue after the effective date of the sentence; and
- (3) An allotment made voluntarily.

*b.* Forfeitures, other than total forfeitures, do not apply to special (other than sea or HDP) or incentive pay.

*c.* A forfeiture is a loss of entitlement to the pay involved. Consequently, forfeitures are not taxed. Compute the amount of pay to be forfeited before withholding for federal and state income and FICA taxes. Compute taxes from the remaining pay not forfeited.

*d.* If a Soldier's sentence includes or requires a reduction in grade, apply forfeitures to the pay of the grade to which reduced.

*e.* When two or more sentences require forfeitures for a concurrent period, the amount stated in each sentence is forfeited only for the specified period. If each forfeiture results from a court-martial under which the maximum forfeiture which could be imposed is two-thirds of the pay subject to forfeiture, then collect only two-thirds of the pay subject to forfeiture for the concurrent period. Following the concurrent period, pay is forfeited under the remaining sentence at the rate specified in the sentence for the time remaining in that sentence.

*f.* If any amount ordered forfeited is not actually withheld or collected during the period specified by the approved sentence, such amount may be collected involuntarily as an erroneous payment.

*g.* Forfeiture of pay or allowances during certain court-martial confinements as follows:

(1) A Soldier automatically forfeits all pay and allowances while in confinement or in a parole status when the Soldier is sentenced to:

- (a) Death; or
  - (b) Confinement for more than 6 months; or
  - (c) Confinement of any length and either a dishonorable discharge, a bad conduct discharge, or a dismissal.
- (2) The forfeiture provisions in this paragraph also apply for sentences adjudged by special court-martial. However, automatic forfeitures are limited to two-thirds of all pay. Allowances are not subject to automatic forfeiture in special courts-martial.
- (3) The convening authority or a person acting under 10 USC 860 may waive any or all of the forfeitures of pay and allowances that were imposed by operation of law (“automatically”) for a period not to exceed 6 months. The portion waived is payable to the accused Soldier’s dependent(s) as directed by the convening authority or person taking action.
- (a) Direct payments to dependents of the waived portion of a forfeiture are intended to provide transitional compensation and direct financial assistance for a period not to exceed 6 months. Because the waived portion of the forfeiture remains wages generated by the Soldier’s military status, it is taxable income to the accused Soldier, even though paid to the Soldier’s dependents. Therefore, after appropriate federal, state, and FICA taxes are withheld from the taxable portion of the waived forfeiture amount, the remaining (net) waived amount is paid to the Soldier’s dependent(s), as directed.
- (b) The UCMJ contains no provisions for the deduction of any of the items appearing in DoD FMR, Volume 7A, table 52–1 from the waived forfeiture of pay and allowances. Therefore, only applicable taxes listed in this paragraph may be deducted from the waived portion of pay and allowances that would otherwise be forfeited, with the remaining amount paid to the Soldier’s dependent(s), as directed by the convening authority.
- (c) The effective date of any payment is the date directed by the convening authority or, if not specifically stated, the date of the convening authority action on the waiver.
- (4) If the sentence of a Soldier who forfeits pay and allowances is set aside, disapproved, or, as finally approved, does not provide for a punishment listed in this paragraph, then pay the Soldier the pay and allowances that the Soldier would have been paid except for the forfeiture for the period during which the forfeiture was in effect. The payment to the Soldier will be reduced by the amount of any payments made to the Soldier’s dependents under this paragraph.
- h. A Soldier who has accrued leave before entering an appellate leave status will use his/her accrued leave for the period of appellate leave unless the Soldier elects to be paid for such accrued leave in a lump sum. Forfeitures will not be deducted from these leave payments in either situation.

## **21–8. Execution of court-martial sentences, appellate review requirement for pay**

- a. When a court-martial sentence involves dismissal of a commissioned officer or a cadet, the sentence to dismissal, dishonorable, or bad conduct discharge will not be executed until reviewed by the SECARMY who will approve the sentence or any part or commuted form of the sentence, as the Secretary sees fit. The SECARMY may suspend execution of any part of a sentence, which the Secretary approves.
- b. When a court-martial sentence includes a dismissal, dishonorable, or bad conduct discharge and the appellate review is not waived or an appeal is not withdrawn the sentence to dismissal, dishonorable, or bad conduct discharge may not be executed until reviewed by the Court of Criminal Appeals who will provide a final judgment of the legality of the proceedings.
- c. When a court-martial sentence includes a dismissal, dishonorable, or bad conduct discharge and the appellate review is waived or appeal is withdrawn the sentence to dismissal, dishonorable, or bad conduct discharge may not be executed until reviewed by The Judge Advocate General.

## **21–9. Effective dates of fines and forfeitures**

- a. Begin collection of fines on the date the convening authority orders execution of the sentence.
- b. Forfeitures begin as follows:
  - (1) Forfeitures of pay or pay and allowances begin on the 14th day after the date the sentence was announced.
  - (2) Upon application by the accused, the convening authority may defer the start of the forfeiture until the date the convening authority approves the sentence. The convening authority may revoke the deferment at any time.
  - (3) A convening authority may defer the execution of a forfeiture until a prior forfeiture is executed.

## **21–10. Collection**

- a. Since court-martial forfeitures constitute a loss of entitlement to the pay or pay and allowances concerned, they constitute a reduction of pay that takes precedence over all debts.
- b. Fines constitute indebtedness to the United States. Collect fines as follows:

(1) Fines will be collected involuntarily from the current pay of a Soldier. They are collected after all other prior indebtedness for the period involved has been collected. If prior deductions reduce the Soldier's pay by two-thirds of gross pay for any month, no pay accrues against which fines will be applied. In such case, defer collection of fines until pay accrues against which they will be applied.

(2) Fines will be collected involuntarily from the final pay of a Soldier. They are collected after all other indebtedness. Collections will not reduce pay received by enlisted Soldiers to less than one-third of gross pay. Separation travel allowances and donations on discharge will not be used to liquidate an indebtedness for enlisted Soldiers. Otherwise, all final pay and amounts due the Soldier at separation may be collected involuntarily.

(3) Fines will be collected involuntarily from the Soldier while the Soldier is on appellate leave or from any lump sum payment of accrued leave paid at the commencement of appellate leave.

c. Charge forfeitures of pay against a Soldier's pay at the rate required by the sentence until the sentence is fully satisfied. Forfeitures of pay are considered as collected from day to day as pay accrues. Prorate the monthly rate of forfeiture on a daily basis for a portion of a month. The amount of forfeiture or fine is governed by the language of the sentence; pay cannot be forfeited by implication.

d. During periods when a Soldier is in a nonpay status, pay does not accrue against which forfeitures or fines can apply. Do not count such periods in computing the time during which pay is forfeited for a specific period.

e. A Soldier restored to duty following a nonpay status is again entitled to pay against which forfeitures or fines may apply.

f. The pay and allowances of an enlisted Soldier retained beyond ETS for medical care or hospitalization are subject to forfeitures and fines.

g. Collect court-martial forfeitures not collected due to administrative error when the error is discovered. Collection may be made for the court-martial forfeiture or for erroneous payments made during the period covered by the sentence. Indebtedness of this type cannot be remitted under statutes authorizing remission of indebtedness.

h. The pay of a Soldier subject to forfeiture by sentence of court-martial is pay that is earned on and after the effective date of the forfeiture.

i. All punishments (as the result of any offense committed on or after March 12, 1987) remaining unserved at the time a Soldier of the RC is released from active duty or at the end of a period of ADT, or the end of any normal period of IDT, may be carried over to subsequent periods of IDT or active duty. A forfeiture of pay may be collected from active duty and IDT pay during subsequent periods of duty.

## **21–11. Remission, suspension, and cancellation of forfeitures**

a. Death or separation affects forfeitures as follows:

(1) The death or discharge of a Soldier under a suspended sentence operates as a complete remission of any unexecuted or unremitted part of a sentence.

(2) Discharge, release from active duty, or death of a Soldier under an unsuspended sentence to forfeiture cancels any uncollected portion of the forfeiture which would extend beyond the date of discharge, release, or death.

b. The end of term of service of a Soldier in military confinement, unauthorized absence, or desertion of a Soldier stops collections of uncollected forfeitures since no pay accrues against which forfeitures can operate. If an unauthorized absentee or deserter is restored to pay status, then resume otherwise proper collections.

c. When an enlisted Soldier begins a voluntary extension of enlistment, uncollected forfeitures attributable to the collection period that would extend beyond the normal expiration of term of service are cancelled. Involuntary extensions of enlistment do not interrupt collection of forfeitures.

d. If a Soldier who was sentenced to total forfeitures, and confinement is released from confinement after serving the sentence and restored to duty, he or she is entitled to pay and allowances from the date restored to duty and the forfeiture becomes inoperative thereafter unless the sentence expressly includes partial post-confinement forfeitures. This applies even though no other action may have been taken to suspend, remit, or mitigate the sentence to total forfeiture. A restoration to duty to serve out an incomplete enlistment from which an enlisted Soldier has received a sentence of dishonorable or bad conduct discharge revives partially unsatisfied forfeitures.

e. An order remitting, mitigating, or suspending the unexecuted portion of a sentence is effective from the date of the order, except when a later date is specified. Such an order relieves the Soldier of the unexecuted portion of the forfeiture or fine on and after the effective date.

f. Upon successful completion of the probationary period, the suspended part of the sentence is remitted. Remission cancels the unexecuted part of the sentence to which it applies. When an unexecuted portion of a sentence to forfeiture or fine is remitted or suspended, the Soldier is no longer subject to the unexecuted forfeiture or fine.

g. Suspensions can be vacated if the accused does not successfully complete the probationary period. When a suspension of a forfeiture or fine is vacated, the uncollected forfeiture or fine is revived and proper for collection.

## **21–12. Sentences disapproved or set aside**

a. When a court-martial sentence is set aside or disapproved and a new trial or rehearing is not ordered, all rights, privileges, and property affected by the executed part of the sentence are restored to the Soldier. Such restoration includes any pay and allowances lost as a result of an adjudged or automatic forfeiture and an adjudged or automatic reduction in grade.

b. When an executed court-martial sentence that includes a forfeiture is set aside or disapproved, and a new trial or rehearing is ordered that results in an approved sentence to forfeiture, credit the Soldier with the amount of any forfeiture affected under the first sentence. When an unexecuted court-martial sentence which includes a forfeiture is set aside or disapproved and a rehearing is ordered, the Soldier is entitled to full pay and allowances (subject to other proper deductions) for the period from the convening authority's action on the original sentence until the convening authority's action on the subsequent sentence. Entitlement to pay and allowances thereafter depends on the terms of the new sentence.

c. When a previously executed dishonorable or bad conduct discharge is not imposed by a new trial, the Soldier is entitled to the pay and allowances which the Soldier would have received had the dishonorable or bad conduct discharge not been executed. When a previously executed dismissal of an officer is not imposed by a new trial, an administrative discharge is substituted. The President may reappoint the officer to the grade and rank the officer would have attained if the officer had not been dismissed. The total time between the dismissal and reappointment is considered as actual service for all purposes, including pay and allowances.

## **21–13. Reimbursement of pay withheld under illegal sentences**

A Soldier is entitled to reimbursement for pay withheld under an illegal sentence of a court-martial.

## **21–14. Pay and allowances while on parole**

A Soldier released on parole from a disciplinary barracks is considered to be in an authorized leave status and is entitled to pay and allowances to the extent the Soldier has unused accrued leave to the Soldier's credit, less any fines and forfeitures still remaining in effect. Once the Soldier's accrued leave has been used, the Soldier is considered to be in an excess leave or leave without pay status and is not entitled to pay and allowances during this period unless, upon appellate review, the conviction is completely overturned or set aside. If the Soldier is subject to a new trial or rehearing, however, apply the provisions of paragraph 21–12.

# **Section III**

## **Nonjudicial Punishment**

## **21–15. Authorized punishments affecting pay**

Nonjudicial punishments that affect pay are forfeiture of pay, reduction in grade, or a combination of these. Except as provided in this chapter, forfeiture of pay and reduction in grade by courts-martial apply when such penalties are imposed as nonjudicial punishment.

## **21–16. Concurrent forfeitures**

Care must be taken when processing a forfeiture against a Soldier's account that currently has a forfeiture being deducted to ensure that the legal maximum for forfeitures is not exceeded. The pay system does not edit for forfeitures exceeding the legal maximum.

## **21–17. Maximum forfeiture of pay**

The maximum forfeiture of pay which may be imposed under UCMJ Art. 15 is outlined in the Manual for Courts Martial Part V (available at UCMJ Art. 15) and 10 USC 815.

## **21–18. Effective dates**

Forfeitures of pay and reductions in grade, if unsuspended, are effective on the date the commander imposes the punishment. Pay accrued by a Soldier before the imposition of the punishment is not subject to forfeiture. When a forfeiture of pay is suspended, the suspension takes effect on the date of the action. When a Soldier is restored to a higher grade by suspension of a reduction in grade, the Soldier is entitled to pay of the higher grade only from the date of suspension. If, however, a reduction in grade or forfeiture of pay is set aside and all rights, privileges, and property affected by it are restored, then the Soldier is entitled to pay as though the reduction in grade had never been imposed. When the suspension of a punishment is vacated, the effective date for pay purposes is the date of the vacation.

## **Chapter 22**

### **Stoppages and Collections Other Than Courts-Martial Forfeitures**

#### **22–1. Policy provisions**

The policies, provisions, and limitations for deductions from a Soldier's pay of other than courts-martial forfeitures are contained in DoD FMR, Volume 7A. See AR 700–84 and AR 735–5.

#### **22–2. General provisions**

*a.* When the SECDEF or any designee determines a Soldier is indebted to the USG as a result of an erroneous payment made to or on behalf of the Soldier by a government agency, the amount of the debt may be collected from the Soldier's pay. DD Form 139 (Pay Adjustment Authorization) will serve to document the indebtedness for input into the pay system.

*b.* All pay account changes require a substantiating document to justify and support the change. If the Soldier requests the change, the Soldier must provide the proper KSD for the entitlement impacted by the request. The KSD matrix to identify the appropriate substantiating documents for each entitlement can be viewed at the following link: <https://www.hrc.army.mil/asset/16487>. Any pay account adjustments made by a unit, finance, or personnel office must also include the appropriate substantiating documents and a DA Form 7895. All documents, including DA Form 7895, must be web-uploaded to iPERMS for inclusion in the AMHRR.

#### **22–3. Types of collections**

- a.* Clothing store charge sales.
- b.* Government laundry and dry-cleaning services.
- c.* Health and comfort supplies.
- d.* Government property lost or damaged.
- e.* Damage to family housing and furnishings.
- f.* Expenses chargeable to the Soldier related to apprehension of absentee, deserter, or escaped prisoner, such as transportation requests, meal tickets, and/or subsistence given to a prisoner.
- g.* Fees for billeting provided to in-transit Soldiers and their families.
- h.* Repayment of career status bonus.

## **Chapter 23**

### **Waiver of United States Claims for Erroneous Payments of Pay and Allowances**

#### **23–1. Waiver**

*a.* The SECDEF may waive U.S. claims for erroneous payments of pay and allowances, including travel and transportation allowances, totaling less than \$1,500 or deny waivers in any amount. Waiver requests exceeding \$1,500 will be referred to the Comptroller General of the United States together with recommendation of the Director, DFAS. A claim of the United States against a Soldier or former Soldier arising out of an erroneous payment of pay and allowances, including travel and transportation allowances, may be considered for waiver within 3 years from the date of discovery when collection of the erroneous payment would be against equity and good conscience and not in the best interest of the United States. However, a claim may not be waived if it has been:

- (1) Made the subject of an exception by the Comptroller General in the account of any accountable official.
- (2) Sent to the Government Accountability Office (GAO) for collection.
- (3) Sent to the Attorney General for litigation.

*b.* Waiver of claims for erroneous payments of pay and allowances, including travel and transportation allowances, do not apply to claims for overpayments made during employment by a nonappropriated fund activity.

*c.* The Director of the Office of Management and Budget (OMB) may waive claims:

- (1) That total more than \$1,500.
- (2) In any amount accepted by the Director, OMB in the account of any accountable official.
- (3) Sent to OMB as an uncollectable debt.

*d.* For ARNG Soldiers not on DJMS–AC and ARNG civilian employees, the U.S. Property and Fiscal Officer of the state will perform the functions of the FO/AO as shown in this chapter.

### **23–2. Delegation of waiver authority**

The SECDEF has delegated waiver authority to the Director, DFAS, who may grant waivers up to \$1,500 and deny waivers in any amount for Soldiers. This authority has been further delegated to the directors of the DFAS centers.

### **23–3. Time limitation for waivers**

a. Application for waiver of U.S. claims for erroneous payments must be received by the responsible official within DFAS or GAO within 3 years after date of discovery.

b. On discovery of the erroneous payment, a responsible person such as the personnel officer or DMPO will issue to the payee an official notice of debt, under due process, according to DFAS–IN Reg 37–1, chapter 17, and the right to apply for waiver under this chapter. The term “payee” includes the following:

- (1) The person in whose name payments were made.
- (2) The actual recipient of payments.
- (3) A person liable for the recipient’s payment.
- (4) Any combination of paragraphs 23–3b(1) through 23–3b(3).

c. The date on the official document (any form used by DoD, DA, or GAO) is the date of discovery.

### **23–4. Standard notice of waiver rights**

a. The requirement for a notice of waiver rights applies only to U.S. claims for erroneous payments of pay and allowances, to include erroneous payments of travel and transportation allowances, to, or on behalf of, a Soldier or former Soldier. The following standard notice of waiver rights will be used to stress that a waiver is not automatic when an erroneous payment results from administrative error: “This claim is subject to waiver under 10 USC 2774 if there is no evidence of fraud, misrepresentation, fault, or lack of good faith.” However, the claim may not be waived merely because it resulted from administrative error. Any significant unexplained increase in pay or allowances that would prompt an inquiry concerning the correctness of the payment ordinarily would preclude a waiver when the employee or Soldier fails to bring the matter to the attention of the appropriate officials. No one is entitled to unearned compensation, and only in very unusual circumstances would equity and good conscience suggest that an individual should keep an overpayment. Before a claim can be waived, the facts must clearly establish that collection would not serve the best interests of the United States.

b. The standard notice must show the following:

- (1) The payee’s name and DoDID number.
- (2) Gross amount of erroneous payment.
- (3) A written statement by the payee admitting to or denying any knowledge of the erroneous payment.
- (4) A written statement by the payee of any efforts to question the erroneous payments.

c. Use care to determine that the claim did result from notification of an erroneous payment of pay and/or allowances to include travel and transportation allowances before notifying the payee of waiver rights. Waiver rights do not apply to other types of debts.

### **23–5. Application for waiver**

a. The application for waiver will be submitted on DD Form 2789 (Waiver/Remission of Indebtedness Application). The payee or someone acting on behalf of the payee will initiate the application for waiver. An application by letter will be accepted for former payees not now employed by DA. The designated FO/DMPO may initiate the application under certain conditions. The applicant will sign each application. It will contain all known pertinent information, including but not limited to the following:

- (1) The payee’s name and DoDID number.
- (2) Name and location of the installation, activity, or staff agency at which the payee was employed or stationed at the time of the erroneous payment.
- (3) Date of application.
- (4) Gross amount of erroneous payment (to obtain full benefit of this chapter).
- (5) The circumstances that caused the erroneous payment (include the type of pay or allowances involved and the period covered).
- (6) When and how the payee discovered the erroneous payment.
- (7) Efforts by the payee to report possible erroneous payments to the proper official(s).
- (8) Amount of erroneous payment that has been repaid to the USG by or for the payee.
- (9) Whether the payee requests refund of the amount repaid to the USG if the claim is waived. Soldiers must apply for refund of amount collected within 2 years from the date of waiver approval.
- (10) If application is on behalf of the payee, the agent’s name and address. Also, include the reason for applying.

*b.* In the absence of an application, the FO/DMPO or the Director, DFAS–IN may initiate the application when it appears that this chapter covers the erroneous payment. An application may be initiated under the following conditions:

- (1) No application was submitted.
- (2) The payee acted in apparent good faith.
- (3) The payee has died.
- (4) The payee cannot be located.
- (5) The time remaining for suit within the 6-year period of limitations does not permit application by some other person.

*c.* Apply for waiver of claims as follows:

- (1) AC, ARNG, or USAR personnel will apply to the commander of the unit to which now assigned.
- (2) IRR and Standby Reserve personnel will apply to the Commander, Human Resources Center, 1 Reserve Way, St. Louis, MO 63132–5200.
- (3) Former and retired Soldiers of the AC, ARNG, USAR, or their agents will apply directly to Defense Finance and Accounting Service, Directorate for Military Pay Operations, 8899 East 56th Street, Indianapolis, IN 46249.

## **23–6. Procedures**

*a.* All applications for waiver will receive prompt attention. Any payment that was legal and proper when made normally will not be considered for waiver. Payments listed in paragraphs 23–6*a*(1) through 23–6*a*(6) are authorized when made and may not be considered for waiver. Any payee who applies for waiver of these claims will be informed promptly by the receiving official that these payments, by law, may not be waived.

- (1) Lump sum leave payments required to be refunded upon re-employment in federal service.
- (2) Regular or supplemental payments in excess of known earned entitlements caused by delays in pay actions.
- (3) Advance leave unliquidated at separation.
- (4) EOM payments in excess of earned entitlements caused by delays in pay actions. Examples are as follows:
  - a*) Orders terminating entitlements to special or incentive pays.
  - b*) Demotion orders.
  - c*) Copies of DA Form 4187 showing periods of unauthorized absence.
  - d*) Orders showing assignment to government quarters.
  - e*) Computer output rejects of pay actions.
- (5) EOM payments in excess of earned entitlements caused by casual payments made when it is known at the time of payment that they cannot be included in EOM payments.
- (6) Amounts owed the USG due to developments after a legal and proper payment. Examples are:
  - a*) Enlistment bonus.
  - b*) Regular reenlistment bonus.
  - c*) Selective reenlistment bonus.
  - d*) Medical specialty pays.
  - e*) Conversion of advance leave to excess leave because of early transition.

*b.* All applications for waiver must show that the applicant—

- (1) Did not know and could not reasonably have known of the error.
- (2) Having knowledge of a probable error, made inquiry to the proper authority and was informed that payment was correct.

*c.* If there is reasonable doubt that the payee meets the criteria in paragraph 23–6*b*(2), the applicant may be required to show evidence that an inquiry was made to proper officials to confirm correctness of the payment.

*d.* When there is reasonable doubt about an application for waiver, refer the application to the FO/DMPO for guidance. Unless ruled out at this point, the application should be considered.

*e.* All claims considered for waiver (except as provided in para 23–6*h*), will be investigated as described in this paragraph. The commanding officer of the unit to which Army personnel are assigned will appoint an investigating officer. The report of investigation will be sent to the commander of the unit that appointed the investigating officer. The investigating officer should be a commissioned or warrant officer or a civilian employee of equivalent grade; and in no case will the officer be a FO, DMPO, or an employee of either the FO/DMPO or personnel office. The state adjutant general will appoint the investigating officer for ARNG personnel.

(1) The commander of the installation, activity, or staff agency who made the erroneous payment to an ex-Soldier or civilian employee will appoint an investigating officer. The report of investigation will be sent to the commander of the installation, activity, or staff agency where the employee was employed when the erroneous payment was made. The investigating officer should be a commissioned or warrant officer or a civilian employee of equivalent grade; and



in no case will the officer be a FO/DMPO or an employee of either the finance or personnel office. The state adjutant general appoints the investigating officer for ARNG personnel.

(2) The Director, DFAS-IN will designate the appropriate director within DFAS-IN to compile the necessary information for processing waiver requests of retired or former Army personnel, civilian personnel, and other eligible persons.

*f.* An investigation is not required for erroneous payments involving \$100 or less if there is no record of fraud, misrepresentation, fault, or lack of good faith on the part of the payee.

*g.* The investigating officer will submit a report of investigation, including the following:

(1) A statement of the full amount of erroneous payment supported by a citation to the pay record or vouchers (such as DD Form 117 (Military Pay Voucher)) on which the erroneous payment was made. Also, an analysis of the amount of erroneous payment on each pay record or voucher.

(2) A statement showing the circumstances under which erroneous payment was made, the date discovered, and whether a notice of exception was issued by the Comptroller General.

(3) A statement as to whether there is any evidence of fraud, misrepresentation, fault, or lack of good faith by the payee or other applicant.

(4) A statement of the applicant's knowledge of erroneous payment and steps to correct the error.

(5) Any other factual information such as pay vouchers, personnel action forms, LESSs, payroll change slips, indoctrination, or other instructions showing the payee's knowledge of the erroneous payment.

(6) A separate detailed report of the investigation, with supporting documents, when required. If any information needed to complete the report is not available at the installation or activity, the report of investigation must include an explanation.

*h.* The application will go to the servicing FO/DMPO (with the report of investigation, when required (see para 23-6f)). DD Form 2789 will be used to submit the application even though the amount is \$100 or less and a report of investigation is not required. The FO/DMPO will prepare a detailed computation of the debt for both military and civilian personnel.

*i.* The FO/DMPO will determine whether the waiver application should be considered under this chapter. If so, the FO/DMPO will send the completed application to the Directorate for Military Pay Operations. Applications involving funds for civil functions, U.S. Army Corps of Engineers (USACE), will go to Headquarters, U.S. Army Corps of Engineers (CERM-F), Washington, DC 20314-1000. Any application that should not be processed under this chapter will be returned to the applicant through the commander with an explanation.

*j.* All pay account changes require a substantiating document to justify and support the change. If the Soldier requests the change, the Soldier must provide the proper KSD for the entitlement impacted by the request. The KSD matrix to identify the appropriate substantiating documents for each entitlement can be viewed at the following link: <https://www.hrc.army.mil/asset/16487>. Any pay account adjustments made by a unit, finance, or personnel office must also include the appropriate substantiating documents and DA Form 7895. All documents, including DA Form 7895, must be web-uploaded to iPERMS for inclusion in the AMHRR.

### **23-7. Collection action pending waiver**

The DJMS continues collection action until the notice of waiver has been received, or until suspension of the collection is approved by DFAS-IN or Headquarters, USACE (CERM-F). Suspension of collection is not automatic; the application must show that collection of the debt will cause undue hardship. If the payee is transitioned for any reason other than immediate reenlistment, retirement, or immediate transfer to another place of federal employment before a waiver is granted, the collection of the overpayment will be made. When a U.S. claim for erroneous payment is waived and all or part of the amount has been repaid, refund will be made.

### **23-8. Notice of waiver action**

*a.* The Director, DFAS-IN or CG, USACE sends written notice of final action on the application for waiver to the submitting office. Notice of a denial will inform of appeal rights. A denial may be appealed to the Director, DFAS-IN, or CG, USACE through the payee's unit or senior commander. The appeal must point to a material mistake of fact or law in the original ruling.

*b.* For military payees, the notice will go to the FO/DMPO who sent the application for waiver. The FO/DMPO will send the notice to the applicant through the commander. For persons not now with DA, the notice will go directly to the applicant.

### **23–9. Refund**

When a refund is due for an amount waived, refund of the amount repaid will be made without further action by the applicant if a claim for refund was included in the application for waiver. If the application for waiver did not request refund, the applicant will be informed of the right to request refund. The request must be made within 2 years following the date of waiver action.

### **23–10. Withholding taxes**

An amount waived is deemed a valid payment for all purposes. Therefore, this amount is subject to the same deductions as any other item of pay to the same person. Federal and state income tax and FICA taxes, if required, will be withheld from the amount waived and refunded.

### **23–11. Appeals**

A denial of a waiver application may be appealed if a material mistake of law or fact in the original ruling can be shown, or appeal the validity of the debt, the amount, or the liability for it. The applicant must sign the appeal and send it through the unit or senior commander to Defense Finance and Accounting Service, Directorate for Military Pay Operations, 8899 East 56th Street, Indianapolis, IN 46249. For appeals, see DoD FMR, Volume 7A.

## **Chapter 24 Mobilization Procedures**

### **24–1. Scope**

This chapter provides standard procedures for finance in-processing of RC troop program unit, IRR, individual mobilization augmentee, Individual Standby Reserve, ARNG, and retired Soldiers being ordered or recalled to active duty during a mobilization. It includes guidance for handling miscellaneous pay procedures that may be required to service in-processing RC Soldiers and retirees during rapid mobilization.

### **24–2. Processing persons from Reserve to Active status**

This chapter is applicable to field finance offices, DMPOs, garrison support units (GSUs), mobilization unit in-processing centers (MUICs) and CONUS replacement centers processing mobilized RC Soldiers and recalled retirees from reserve to active status. This chapter furnishes guidance for Army command and senior commanders, RC commanders at all levels, and ARNG state adjutants general to use in mobilization planning.

### **24–3. Policy provisions**

- a.* Orders will be issued to mobilizing RC Soldiers and recalling retired Soldiers to active duty when preparing for war or other national emergency.
- b.* The RC Soldiers that are currently being paid by the Reserve pay system will remain on that system. All Reserve Soldiers, except for AGR Soldiers, will not be paid on the active pay system. Soldiers that are not paid by the Reserve pay system, and retirees recalled to active duty, will be accessed to the Reserve pay system.
- c.* The U.S. Property and Fiscal Office (USPFO) or USAR unit, as applicable, has the primary responsibility during planning, alert, and home station activities phase to establish Soldiers pay accounts on DJMS–RC and other entitlements associated with contingency operations. USPFOs and USAR pay centers are responsible for monthly input of nonautomated allowances, special pays, and entitlements not initiated by units.
- d.* The mobilization/demobilization or theater/deployed location (GSUs, DMPOs, and servicing FOs, as applicable) have the secondary responsibility to affect Soldiers pay accounts if neither the USPFO nor the USAR unit or pay center had made corrections previously to update the pay accounts. Commanders of these organizations will establish communication to facilitate pay document processing and input, and to delineate pay procedures.
- e.* Retired pay for retirees stops the day prior to the day the retiree begins travel to the place ordered to active duty. The Soldier's active duty pay begins the day on which travel commences. Coverage for the Survivor Benefit Plan is automatic. No premium payments are required.
- f.* All mobilized RC Soldiers and retirees recalled to active duty must be paid by direct deposit unless a waiver is approved.

#### **24-4. In-processing Reserve Soldiers**

*a.* In-processing Soldiers will have a basic MMPA already established by the accession created by the RC pay support office input. This will include administrative information, the Soldier's service dates, basic pay, tax withholding, marital status, number of exemptions claimed, BAH with or without dependents (partial BAH), flight pay, medical pay data, and BAS for officers. Deductions for federal and state taxes, and SGLI will start automatically. If required, a class I allotment for National Guard life insurance will be started automatically.

*b.* Additional data may be converted, if previously "pre-positioned" on DJMS-RC. This includes:

(1) Direct deposit pay option the Soldier desires during mobilization.

(2) Tax withholding information if different than claimed for reserve pay including state of legal residence.

*c.* The FO/DMPO/GSU/MUIC or CONUS replacement center will interview the Soldier and review the pay account to ensure that all data is correct, and process transactions to post any changes to the Soldier's MMPA. The Soldier will complete the required substantiating documents for these changes.

*d.* If the Soldier is ordered to a station different than the designated mobilization station, transactions must be processed to "arrive" the Soldier at the assigned station.

## **Appendix A**

### **References**

#### **Section I**

##### **Required Publications**

###### **AR 600–8–10**

Leaves and Passes (Cited in para 4–1.)

###### **AR 600–8–104**

Army Military Human Resource Records Management (Cited in para 1–4*k*(9).)

###### **AR 611–75**

Management of Army Divers (Cited in para 10–15*c*(3).)

###### **AR 612–201**

Initial Military/Prior Service Trainee Support (Cited in para 3–1*a*.)

###### **AR 630–10**

Absence Without Leave, Desertion, and Administration of Personnel Involved in Civilian Court Proceedings (Cited in para 4–1.)

###### **DA Pam 600–8**

Military Human Resources Management Administrative Procedures (Cited in para 1–4*h*(3).)

###### **DFAS–IN Reg 37–1**

Finance and Accounting Policy Implementation (Cited in para 1–6*c*.) (Available at <https://www.dfas.mil/dfasffmia/relatedwebsites/>.)

###### **DoD FMR, Volume 7A**

Department of Defense Financial Management Regulation, Military Pay Policy–Active Duty and Reserve Pay (Cited in para 1–6*a*.) (Available at <https://comptroller.defense.gov/fmr.aspx>.)

###### **JTR**

Joint Travel Regulations (Cited in para 7–18*d*(3).) (Available at <https://www.defensetravel.dod.mil/site/travelreg.cfm>.)

#### **Section II**

##### **Related Publications**

A related publication is a source for additional information. The user does not have to read it to understand this publication. Unless otherwise indicated, DA publications are available on the Army Publishing Directorate website at <https://armypubs.army.mil>, CFR material is available at <https://www.ecfr.gov/>, and USC material is available at <https://uscode.house.gov/>.

###### **AR 11–2**

Managers' Internal Control Program

###### **AR 11–6**

Army Foreign Language Program

###### **AR 15–6**

Procedures for Administrative Investigations and Boards of Officers

###### **AR 15–185**

Army Board for Correction of Military Records

###### **AR 25–30**

Army Publishing Program

###### **AR 55–46**

Travel Overseas

**AR 190–47**

The Army Corrections System

**AR 210–7**

Personal Commercial Solicitation on Army Installations

**AR 350–1**

Army Training and Leader Development

**AR 600–8–19**

Enlisted Promotions and Reductions

**AR 600–8–105**

Military Orders

**AR 600–88**

Sea Duty

**AR 600–105**

Aviation Service of Rated Army Officers

**AR 600–106**

Flying Status for Nonrated Army Aviation Personnel

**AR 614–30**

Overseas Service

**AR 614–200**

Enlisted Assignments and Utilization Management

**AR 700–84**

Issue and Sale of Personal Clothing

**AR 735–5**

Property Accountability Policies

**DA Pam 25–403**

Guide to Recordkeeping in the Army

**DoDI 1215.07**

Service Credit for Non-Regular Retirement

**DoDI 1340.09**

Hazardous Pay (HzP) Program

**DTM–19–009**

Financial Readiness Common Military Training Requirements (Available at <https://www.esd.whs.mil/dd/dod-issuances/>.)

**Manual for Courts–Martial**

(Available at <https://jsc.defense.gov/>.)

**Public Law 84–147**

An Act to facilitate the settlement of the accounts of deceased members of the uniformed services, and for other purposes (Available at <https://www.govinfo.gov/>.)

**Public Law 114–92**

National Defense Authorization Act for Fiscal Year 2016 (Available at <https://www.congress.gov/public-laws/114th-congress/>.)

**VA Handbook H–29–98–1**

Servicemembers’ and Veterans’ Group Life Insurance (Cited in para 15–1.) (Available at [https://www.benefits.va.gov/insurance/resources\\_handbook\\_ins.asp](https://www.benefits.va.gov/insurance/resources_handbook_ins.asp).)

**5 CFR 1605**

Correction of Administrative Errors

**32 CFR 113**

Indebtedness Procedures of Military Personnel

**10 USC**

Armed Forces

**10 USC Chapter 76**

Missing Persons

**10 USC 161**

Combatant commands: establishment

**10 USC 513**

Enlistments: Delayed Entry Program

**10 USC 708**

Educational leave of absence

**10 USC 815**

Commanding officer's non-judicial punishment

**10 USC 857**

Effective date of sentences

**10 USC 860**

Post-trial processing in general and special courts-martial

**10 USC 972**

Members: effect of time lost

**10 USC 2774**

Claims for overpayment of pay and allowances and of travel and transportation allowances

**10 USC 12304**

Selected Reserve and certain Individual Ready Reserve members; order to active duty other than during war or national emergency

**26 USC 112**

Certain combat zone compensation of members of the Armed Forces

**26 USC 402**

Taxability of beneficiary of employees' trust

**26 USC 414**

Definitions and special rules

**26 USC 415**

Limitations on benefits and contribution under qualified plans

**26 USC 692**

Income taxes of members of Armed Forces, astronauts, and victims of certain terrorist attacks on death

**32 USC**

National Guard

**32 USC 316**

Detail of members of Army National Guard for rifle instruction of civilians

**32 USC 502**

Required drills and field exercises

**32 USC 503**

Participation in field exercises

**32 USC 504**

National Guard schools and small arms competitions

**32 USC 505**

Army and Air Force schools and field exercises

**37 USC**

Pay and Allowances of the Uniformed Services

**37 USC 204**

Entitlement

**37 USC 206**

Reserves; members of National Guard: inactive-duty training

**37 USC 351**

Hazardous duty pay

**37 USC 373**

Repayment of unearned portion of bonus, incentive pay, or similar benefit, and termination of remaining payments, when conditions of payment not met

**37 USC 403**

Basic allowance for housing

**37 USC 420**

Allowances while participating in international sports

**37 USC 437**

Allowance to cover monthly premiums for Servicemembers' Group Life Insurance: members serving in a designated duty assignment

**37 USC 502**

Absences due to sickness, wounds, and certain other causes

**37 USC 503**

Absence without leave or over leave

**42 USC 651**

Authorization of appropriations

**Section III****Prescribed Forms**

Unless otherwise indicated, DA forms are available on the Army Publishing Directorate website at <https://armypubs.army.mil> and DD forms are available on the Executive Services Directorate website at <https://www.esd.whs.mil/directives/forms/>. SFs are available on the U.S. General Services Administration website at <https://www.gsa.gov/reference/forms>.

**DA Form 1506**

Statement of Service for Computation and Length of Service for Pay Purposes (Prescribed in para 1–4j(1).)

**DA Form 1506–1**

Statement of Service for Computation and Length of Service for Pay Purposes (Continuation Sheet) (Prescribed in para 2–6a.)

**DA Form 4730**

Certificate for Non-Performance of Hazardous Duty (Prescribed in para 10–6k.)

**DA Form 5960**

Authorization to Start, Stop, or Change Basic Allowance for Quarters (BAQ) and/or Variable Housing Allowance (VHA) (Prescribed in para 7–2b.)

**DA Form 7894**

Declaration of Retired Pay Benefits Received and Waivers (Prescribed in para 5–2.)

**DA Form 7895**

Military Payroll System Substantiating Document Worksheet (Prescribed in para 2–6c.)

**DD Form 117**

Military Pay Voucher (Prescribed in para 23–6g(1).)

**DD Form 139**

Pay Adjustment Authorization (Prescribed in para 22–2a.)

**DD Form 397**

Claim Certification and Voucher for Death Gratuity Payment (Prescribed in para 16–9.)

**DD Form 827**

Application for Arrears in Pay (For Service in the Armed Forces of the United States) (Prescribed in para 13–3n.)

**DD Form 1337**

Authorization/Designation for Emergency Pay and Allowances (Prescribed in para 19–7.)

**DD Form 1561**

Statement to Substantiate Payment of Family Separation Allowance (FSA) (Prescribed in para 12–1a.)

**DD Form 2058**

State of Legal Residence Certificate (Prescribed in para 14–4a.)

**DD Form 2058–1**

State Income Tax Exemption Test Certificate (Prescribed in para 14–4c.)

**DD Form 2058–2**

Native American State Income Tax Withholding Exemption Certificate (Prescribed in para 14–5.)

**DD Form 2560**

Advance Pay Certification/Authorization (Prescribed in para 19–2.)

**SF 1034**

Public Voucher for Purchases and Services Other Than Personal (Prescribed in para 9–3d.)

**SF 1199A**

(Direct Deposit Sign-Up Form) (Prescribed in para 1–7a.)

**Section IV****Referenced Forms**

Unless otherwise indicated, DA forms are available on the Army Publishing Directorate website at <https://armypubs.army.mil>, DD forms are available on the Executive Services Directorate website at <https://www.esd.whs.mil/directives/forms/>, and VA forms are available at <https://www.benefits.va.gov/insurance/re-sources-forms.asp>.

**DA Form 11–2**

Internal Control Evaluation Certification

**DA Form 31**

Request and Authority for Leave

**DA Form 71**

Oath of Office–Military Personnel

**DA Form 200**

Transmittal Record

**DA Form 1569**

Transcript of Military Record

**DA Form 1695**

Oath of Extension of Enlistment

**DA Form 2028**

Recommended Changes to Publications and Blank Forms

**DA Form 2446**

Request for Orders



**DA Form 4187**

Personnel Action

**DA Form 4908**

Army Emergency Relief Fund Campaign

**DA Form 5016**

Chronological Statement of Retirement Points (Available at <https://www.hrcapps.army.mil/>).

**DD Form 4**

Enlistment/Reenlistment Document—Armed Forces of the United States

**DD Form 93**

Record of Emergency Data

**DD Form 214**

Certificate of Release or Discharge from Active Duty

**DD Form 215**

Correction to DD Form 214, Certificate of Release or Discharge from Active Duty

**DD Form 220**

Active Duty Report

**DD Form 1300**

Report of Casualty

**DD Form 1351–2**

Travel Voucher or Subvoucher

**DD Form 2367**

Individual Overseas Housing Allowance (OHA) Report

**DD Form 2556**

Move-in Housing Allowance Claim for Personnel Occupying Privately Leased/Owned Quarters Overseas

**DD Form 2558**

Authorization to Start, Stop or Change an Allotment

**DD Form 2789**

Waiver/Remission of Indebtedness Application

**DD Form 2857**

Family Subsistence Supplemental Allowance Application

**Form TSP–U–1**

Thrift Savings Plan Election Form (Available at <https://www.tsp.gov/forms/>.)

**Form TSP–U–1–C**

Thrift Savings Plan Catch-Up Contribution Election (Available at <https://www.tsp.gov/forms/>.)

**IRS Form W–4**

Employee's Withholding Certificate (Available at <https://www.irs.gov/forms-pubs/about-form-w-4>.)

**NGB Form 22**

National Guard Report of Separation and Record of Service (Available at <https://www.ngbpmc.ng.mil/ngbforms/>.)

**NGB Form 23A**

Annual Retirement Point Statement

**OPM Form 1654–A**

Combined Federal Campaign Federal Employee Pledge Form (Available at <https://www.opm.gov/forms/>.)

**VA Form SGLV 8283**

Claim for Death Benefits

**VA Form SGLV 8283A**

Claim for Family Coverage Death Benefits

**VA Form SGLV 8284**

Servicemember/Veteran Claim for Accelerated Benefits

**VA Form SGLV 8286**

Servicemembers' Group Life Insurance Election and Certificate

**VA Form SGLV 8286A**

Spouse Coverage Election and Certificate

**VA Form SGLV 8700**

Report of Death of Family Member

**VA Form 21-8951-2**

Notice of Waiver of VA Compensation or Pension to Receive Military Pay and Allowances (Available at <https://www.va.gov/vaforms/>.)

## Appendix B

### Validating Creditable Service

#### B–1. Validating creditable service

Army career counselors are responsible for validating creditable service. When sufficient documentation is not readily available to substantiate the total creditable service time a Soldier has accrued on DA Form 1506, the Soldier is responsible for locating and providing the documents to substantiate their service. Soldiers should review their AMHRR, contact their former military service personnel centers, or contact the National Personnel Records Center, Military Personnel Records for additional assistance (information available at <https://www.archives.gov/veterans/military-service-records/other-request-methods.html>).

#### B–2. Authorized supporting documents to validate periods of creditable service

The following documents are the only documents that may be used to verify a period of creditable service. The equivalent form used by one of the other uniformed services may be used in lieu of these forms; however, the form used to verify the period of service must be uploaded to the Soldier's AMHRR.

- a. DD Form 4 (Enlistment/Reenlistment Document—Armed Forces of the United States).
- b. DA Form 71 (Oath of Office—Military Personnel) or equivalent form from one of the other uniformed services.
- c. DA Form 1569 (Transcript of Military Records) or equivalent form from one of the other uniformed services.
- d. DD Form 214.
- e. DD Form 215 (Correction to DD Form 214, Certificate of Release or Discharge from Active Duty).
- f. DD Form 220 (Active Duty Report).
- g. DA Form 1695 (Oath of Extension of Enlistment) or equivalent form from one of the other uniformed services.
- h. DA Form 5016 or equivalent form from one of the other uniformed services.
- i. NGB Form 23A (Annual Retirement Point Statement).
- j. DA Form 1506–1 or equivalent form from one of the other uniformed services.
- k. Active duty orders.
- l. RA appointment orders or equivalent order from one of the other uniformed services.

#### B–3. Instructions for completing DA Form 1506

Once the DA Form 1506 reaches the FO/DMPO, the FO/DMPO will enter the correct BASD and PEBD into the payroll system. If an error is found, the FO/DMPO will return the form to the servicing personnel office so the correct service annotation can be made and the form returned to the action FO/DMPO.

- a. Item 1. Enter the name of the Soldier (Last, First, Middle Initial).
- b. Item 2. Enter the Soldier's DoDID number.
- c. Item 3. Enter complete mailing address of the unit to which the Soldiers is assigned.
- d. Item 4. Periods of service.
  - (1) Item 4b. Enter the branch of Service for the corresponding period of service.
  - (2) Item 4c. Select the Soldier's status (enlisted, warrant officer, or commissioned officer) for the period of service.
  - (3) Item 4d. Select the appropriate boxes indicating if the period of service is credit for pay, active duty, or not creditable for either pay or active duty.
  - (4) Item 4e. Enter the beginning date of the period of service (YYYY MM DD).
  - (5) Item 4f. Enter the ending date of the period of service (YYYY MM DD).
  - (6) Item 4g. Enter the number of active duty points (if applicable) from DA Form 1695 or DA Form 5016. Do not include active duty points for any period of Regular Component membership. Use table B–2 to determine qualifying statuses.
  - (7) Item 4h. Enter the number of days of lost time for the period of service.
  - (8) Item 4i. Enter the source document used to verify the period of service. Source documents must be uploaded to the Soldier's AMHRR if the document is missing from the Soldier's record.
- e. Item 5. Periods of service.
  - (1) Item 5a. Enter the results of the service computation for each period of service creditable for pay listed in item 4 and on any continuation sheets (DA Form 1506–1) on the corresponding line. Use table B–1 to convert active duty points to years, months, and days.
  - (2) Item 5b. Enter the total amount of creditable service for pay (YY MM DD).
  - (3) Item 5c. Enter the results of the service computation for each period of service creditable for retirement listed in item 4 and on any continuation sheets (DA Form 1506–1) on the corresponding line.

- (4) Item 5d. Enter the total amount of creditable service for retirement (YY MM DD).
- f. Item 6. Service date determination.
- (1) Item 6a. Enter the beginning date of most recent period of continuous service for pay (YYYY MM DD).
- (2) Item 6b. Enter the total service for pay from last period of continuous service for pay (line 5b) (YY MM DD).
- (3) Item 6c. Enter the total by subtracting line 6b from 6a.
- (4) Item 6d. Enter the lost time accumulated during the most recent period of continuous service for pay without a break.
- (5) Item 6e. Enter the total by adding line 6c and 6d. This step only applies to enlisted Soldiers.
- (6) Item 6f. Convert the results of item 6e to an actual calendar day. This date is the Soldier's adjusted PEBD.
- (7) Item 6g. Enter the beginning date of most recent period of continuous active service without a break (YYYY MM DD).
- (8) Item 6h. Enter the total previous active service from last period of continuous active service (line 5d) (YY MM DD).
- (9) Item 6i. Enter the total by subtracting line 6h from 6g.
- (10) Item 6j. Enter the lost time accumulated during the most recent period of continuous active service without a break.
- (11) Item 6k. Enter the total by adding line 6i and 6j. This step applies to all Soldiers.
- (12) Item 6l. Convert the results of item 6e to an actual calendar day. This date is the Soldier's adjusted BASD.
- (13) Item 6m. Enter the date of initial entry to military service or date of initial entry to uniformed service, whichever is earliest.
- g. Item 7. Certification.
- (1) Item 7a. Preparer's signature.
- (2) Item 7b. Authenticator's signature.

**Table B-1**  
**Reserve Component Active Duty points conversion-**

1	0 Months, 1 Day	121	4 Months, 1 Day	241	8 Months, 1 Day
2	0 Months, 2 Days	122	4 Months, 2 Days	242	8 Months, 2 Days
3	0 Months, 3 Days	123	4 Months, 3 Days	243	8 Months, 3 Days
4	0 Months, 4 Days	124	4 Months, 4 Days	244	8 Months, 4 Days
5	0 Months, 5 Days	125	4 Months, 5 Days	245	8 Months, 5 Days
6	0 Months, 6 Days	126	4 Months, 6 Days	246	8 Months, 6 Days
7	0 Months, 7 Days	127	4 Months, 7 Days	247	8 Months, 7 Days
8	0 Months, 8 Days	128	4 Months, 8 Days	248	8 Months, 8 Days
9	0 Months, 9 Days	129	4 Months, 9 Days	249	8 Months, 9 Days
10	0 Months, 10 Days	130	4 Months, 10 Days	250	8 Months, 10 Days
11	0 Months, 11 Days	131	4 Months, 11 Days	251	8 Months, 11 Days
12	0 Months, 12 Days	132	4 Months, 12 Days	252	8 Months, 12 Days
13	0 Months, 13 Days	133	4 Months, 13 Days	253	8 Months, 13 Days
14	0 Months, 14 Days	134	4 Months, 14 Days	254	8 Months, 14 Days
15	0 Months, 15 Days	135	4 Months, 15 Days	255	8 Months, 15 Days
16	0 Months, 16 Days	136	4 Months, 16 Days	256	8 Months, 16 Days
17	0 Months, 17 Days	137	4 Months, 17 Days	257	8 Months, 17 Days
18	0 Months, 18 Days	138	4 Months, 18 Days	258	8 Months, 18 Days
19	0 Months, 19 Days	139	4 Months, 19 Days	259	8 Months, 19 Days

**Table B-1**  
**Reserve Component Active Duty points conversion—Continued**

20	0 Months, 20 Days	140	4 Months, 20 Days	260	8 Months, 20 Days
21	0 Months, 21 Days	141	4 Months, 21 Days	261	8 Months, 21 Days
22	0 Months, 22 Days	142	4 Months, 22 Days	262	8 Months, 22 Days
23	0 Months, 23 Days	143	4 Months, 23 Days	263	8 Months, 23 Days
24	0 Months, 24 Days	144	4 Months, 24 Days	264	8 Months, 24 Days
25	0 Months, 25 Days	145	4 Months, 25 Days	265	8 Months, 25 Days
26	0 Months, 26 Days	146	4 Months, 26 Days	266	8 Months, 26 Days
27	0 Months, 27 Days	147	4 Months, 27 Days	267	8 Months, 27 Days
28	0 Months, 28 Days	148	4 Months, 28 Days	268	8 Months, 28 Days
29	0 Months, 29 Days	149	4 Months, 29 Days	269	8 Months, 29 Days
30	1 Month, 0 Days	150	5 Months, 0 Days	270	9 Months, 0 Days
31	1 Month, 1 Day	151	5 Months, 1 Day	271	9 Months, 1 Day
32	1 Month, 2 Days	152	5 Months, 2 Days	272	9 Months, 2 Days
33	1 Month, 3 Days	153	5 Months, 3 Days	273	9 Months, 3 Days
34	1 Month, 4 Days	154	5 Months, 4 Days	274	9 Months, 4 Days
35	1 Month, 5 Days	155	5 Months, 5 Days	275	9 Months, 5 Days
36	1 Month, 6 Days	156	5 Months, 6 Days	276	9 Months, 6 Days
37	1 Month, 7 Days	157	5 Months, 7 Days	277	9 Months, 7 Days
38	1 Month, 8 Days	158	5 Months, 8 Days	278	9 Months, 8 Days
39	1 Month, 9 Days	159	5 Months, 9 Days	279	9 Months, 9 Days
40	1 Month, 10 Days	160	5 Months, 10 Days	280	9 Months, 10 Days
41	1 Month, 11 Days	161	5 Months, 11 Days	281	9 Months, 11 Days
42	1 Month, 12 Days	162	5 Months, 12 Days	282	9 Months, 12 Days
43	1 Month, 13 Days	163	5 Months, 13 Days	283	9 Months, 13 Days
44	1 Month, 14 Days	164	5 Months, 14 Days	284	9 Months, 14 Days
45	1 Month, 15 Days	165	5 Months, 15 Days	285	9 Months, 15 Days
46	1 Month, 16 Days	166	5 Months, 16 Days	286	9 Months, 16 Days
47	1 Month, 17 Days	167	5 Months, 17 Days	287	9 Months, 17 Days
48	1 Month, 18 Days	168	5 Months, 18 Days	288	9 Months, 18 Days
49	1 Month, 19 Days	169	5 Months, 19 Days	289	9 Months, 19 Days
50	1 Month, 20 Days	170	5 Months, 20 Days	290	9 Months, 20 Days
51	1 Month, 21 Days	171	5 Months, 21 Days	291	9 Months, 21 Days
52	1 Month, 22 Days	172	5 Months, 22 Days	292	9 Months, 22 Days
53	1 Month, 23 Days	173	5 Months, 23 Days	293	9 Months, 23 Days
54	1 Month, 24 Days	174	5 Months, 24 Days	294	9 Months, 24 Days

**Table B-1**  
**Reserve Component Active Duty points conversion—Continued**

55	1 Month, 25 Days	175	5 Months, 25 Days	295	9 Months, 25 Days
56	1 Month, 26 Days	176	5 Months, 26 Days	296	9 Months, 26 Days
57	1 Month, 27 Days	177	5 Months, 27 Days	297	9 Months, 27 Days
58	1 Month, 28 Days	178	5 Months, 28 Days	298	9 Months, 28 Days
59	1 Month, 29 Days	179	5 Months, 29 Days	299	9 Months, 29 Days
60	2 Months, 0 Days	180	6 Months, 0 Days	300	10 Months, 0 Days
61	2 Months, 1 Day	181	6 Months, 1 Day	301	10 Months, 1 Day
62	2 Months, 2 Days	182	6 Months, 2 Days	302	10 Months, 2 Days
63	2 Months, 3 Days	183	6 Months, 3 Days	303	10 Months, 3 Days
64	2 Months, 4 Days	184	6 Months, 4 Days	304	10 Months, 4 Days
65	2 Months, 5 Days	185	6 Months, 5 Days	305	10 Months, 5 Days
66	2 Months, 6 Days	186	6 Months, 6 Days	306	10 Months, 6 Days
67	2 Months, 7 Days	187	6 Months, 7 Days	307	10 Months, 7 Days
68	2 Months, 8 Days	188	6 Months, 8 Days	308	10 Months, 8 Days
69	2 Months, 9 Days	189	6 Months, 9 Days	309	10 Months, 9 Days
70	2 Months, 10 Days	190	6 Months, 10 Days	310	10 Months, 10 Days
71	2 Months, 11 Days	191	6 Months, 11 Days	311	10 Months, 11 Days
72	2 Months, 12 Days	192	6 Months, 12 Days	312	10 Months, 12 Days
73	2 Months, 13 Days	193	6 Months, 13 Days	313	10 Months, 13 Days
74	2 Months, 14 Days	194	6 Months, 14 Days	314	10 Months, 14 Days
75	2 Months, 15 Days	195	6 Months, 15 Days	315	10 Months, 15 Days
76	2 Months, 16 Days	196	6 Months, 16 Days	316	10 Months, 16 Days
77	2 Months, 17 Days	197	6 Months, 17 Days	317	10 Months, 17 Days
78	2 Months, 18 Days	198	6 Months, 18 Days	318	10 Months, 18 Days
79	2 Months, 19 Days	199	6 Months, 19 Days	319	10 Months, 19 Days
80	2 Months, 20 Days	200	6 Months, 20 Days	320	10 Months, 20 Days
81	2 Months, 21 Days	201	6 Months, 21 Days	321	10 Months, 21 Days
82	2 Months, 22 Days	202	6 Months, 22 Days	322	10 Months, 22 Days
83	2 Months, 23 Days	203	6 Months, 23 Days	323	10 Months, 23 Days
84	2 Months, 24 Days	204	6 Months, 24 Days	324	10 Months, 24 Days
85	2 Months, 25 Days	205	6 Months, 25 Days	325	10 Months, 25 Days
86	2 Months, 26 Days	206	6 Months, 26 Days	326	10 Months, 26 Days
87	2 Months, 27 Days	207	6 Months, 27 Days	327	10 Months, 27 Days
88	2 Months, 28 Days	208	6 Months, 28 Days	328	10 Months, 28 Days
89	2 Months, 29 Days	209	6 Months, 29 Days	329	10 Months, 29 Days

**Table B-1**  
**Reserve Component Active Duty points conversion—Continued**

90	3 Months, 0 Days	210	7 Months, 0 Days	330	11 Months, 0 Days
91	3 Months, 1 Day	211	7 Months, 1 Day	331	11 Months, 1 Day
92	3 Months, 2 Days	212	7 Months, 2 Days	332	11 Months, 2 Days
93	3 Months, 3 Days	213	7 Months, 3 Days	333	11 Months, 3 Days
94	3 Months, 4 Days	214	7 Months, 4 Days	334	11 Months, 4 Days
95	3 Months, 5 Days	215	7 Months, 5 Days	335	11 Months, 5 Days
96	3 Months, 6 Days	216	7 Months, 6 Days	336	11 Months, 6 Days
97	3 Months, 7 Days	217	7 Months, 7 Days	337	11 Months, 7 Days
98	3 Months, 8 Days	218	7 Months, 8 Days	338	11 Months, 8 Days
99	3 Months, 9 Days	219	7 Months, 9 Days	339	11 Months, 9 Days
100	3 Months, 10 Days	220	7 Months, 10 Days	340	11 Months, 10 Days
101	3 Months, 11 Days	221	7 Months, 11 Days	341	11 Months, 11 Days
102	3 Months, 12 Days	222	7 Months, 12 Days	342	11 Months, 12 Days
103	3 Months, 13 Days	223	7 Months, 13 Days	343	11 Months, 13 Days
104	3 Months, 14 Days	224	7 Months, 14 Days	344	11 Months, 14 Days
105	3 Months, 15 Days	225	7 Months, 15 Days	345	11 Months, 15 Days
106	3 Months, 16 Days	226	7 Months, 16 Days	346	11 Months, 16 Days
107	3 Months, 17 Days	227	7 Months, 17 Days	347	11 Months, 17 Days
108	3 Months, 18 Days	228	7 Months, 18 Days	348	11 Months, 18 Days
109	3 Months, 19 Days	229	7 Months, 19 Days	349	11 Months, 19 Days
110	3 Months, 20 Days	230	7 Months, 20 Days	350	11 Months, 20 Days
111	3 Months, 21 Days	231	7 Months, 21 Days	351	11 Months, 21 Days
112	3 Months, 22 Days	232	7 Months, 22 Days	352	11 Months, 22 Days
113	3 Months, 23 Days	233	7 Months, 23 Days	353	11 Months, 23 Days
114	3 Months, 24 Days	234	7 Months, 24 Days	354	11 Months, 24 Days
115	3 Months, 25 Days	235	7 Months, 25 Days	355	11 Months, 25 Days
116	3 Months, 26 Days	236	7 Months, 26 Days	356	11 Months, 26 Days
117	3 Months, 27 Days	237	7 Months, 27 Days	357	11 Months, 27 Days
118	3 Months, 28 Days	238	7 Months, 28 Days	358	11 Months, 28 Days
119	3 Months, 29 Days	239	7 Months, 29 Days	359	11 Months, 29 Days
120	4 Months, 0 Days	240	8 Months, 0 Days		

**Table B-2**  
**Military membership status identifiers-**

<b>MMSI</b>	<b>Meaning</b>
<b>Regular Component Membership</b>	

**Table B–2**  
**Military membership status identifiers—Continued**

A0	Active Duty Lost Time (Note 1)
A1	United States Army Regular Service
A2	United States Air Force Regular Service
A3	United States Marine Corps Regular Service
A4	United States Navy Regular Service
A5	United States Coast Guard Regular Service
A6	Commissioned Corps United States PHS
A7	Reserve Member on Active Duty (Include other components)
A8	Draftee in any component before 1 Jan 69 and entering an RC before that date
A9	Draftee in any component after 1 Jan 69, or before 1 Jan 69 and entering an RC after that date with no break in service
AX	Unverified Active Duty Service

**Army National Guard Membership**

B1	Unit Member
B2	Mobilized Service
B3	Active Duty under Title 10 USC
B4	Full-Time National Guard Duty under Title 32 USC
B5	Inactive National Guard (Not eligible for retirement point credit)
B6	ROTC/Simultaneous Membership Program (SMP) (Note 2)
B7	Unit Member on Initial ADT
BX	Unverified Active National Guard Service

**Air National Guard Membership**

C1	Unit Member
C2	Mobilized Service
C3	Active Duty under Title 10 USC
C4	Full-Time National Guard Duty under Title 32 USC

**Army Reserve Membership: Retirement Points Creditable**

D1	Troop Program Unit Member
D2	Control Group (Annual Training)
D3	Control Group (Individual Mobilization Augmentee)
D4	Control Group (Reinforcement)
D5	Standby Reserve (Active)
D6	Control Group (AGR)
D7	USAR Delayed Training Program (Note 4)
D8	ROTC (SMP) (Note 2)

**Army Reserve Membership: Retirement Points Not Creditable**



**Table B-2**  
**Military membership status identifiers—Continued**

E1	Control Group (Officer Active Duty Obligor) (Note 5)
E2	Standby Reserve (Inactive)
E3	Control Group (Ineligible)
E4	Retired Reserve (Include Permanent and Temporary Disability Retired List)
E5	Control Group (Delayed Entry) (Note 4)
E6	Control Group (ROTC) (Other than SMP)
E7	Control Group (Dual Component)
<b>Reserve Membership Other Components: Retirement Points Creditable</b>	
F1	United States Air Force Reserve
F2	United States Marine Corps Reserve
F3	United States Navy Reserve
F4	United States Coast Guard Reserve
<b>Reserve Membership Other Components: Retirement Points Not Creditable</b>	
G1	United States Air Force Reserve (Inactive) (Note 6)
G2	United States Marine Corp Reserve (Inactive) (Note 6)
G3	United States Navy Reserve (Inactive)
G4	United States Coast Guard Reserve (Inactive)
<b>Other Membership Status</b>	
H1	ROTC Creditable for Retirement Purposes (Note 7)
H2	Service as a cadet at a Service Academy (the United States Military, Naval, Air Force and Coast Guard Academies) (Note 3)
H3	Nonmilitary, Civilian Break
H4	Service as a cadet at a Service Academy (No Officer Appointment)
XX	Unaccounted Status
88	ROTC/SMP (Note 8)
99	Service prior to 1 July 1949 (Note 9)

Notes:

<sup>1</sup> Military membership status identifier (MMSI) A0 is also used for members of RCs charged with time lost while on active service.

<sup>2</sup> Enlisted Soldiers who are simultaneous members of the ROTC (ROTC/SMP) (MMSI B6 or D8) earn retirement point credits for participation in their ARNG or USAR units in their enlisted status.

<sup>3</sup> If an officer was commissioned through a Service academy and later becomes an enlisted member, the service as a Service academy cadet is creditable for pay and retirement. If a former cadet serves as an enlisted member, the service as a Service academy cadet is creditable for pay and retirement.

<sup>4</sup> USAR Delayed Training Program (MMSI D7): Soldiers assigned to Troop Program Units awaiting initial entry training may attend training assemblies with their unit of assignment to earn retirement points. Control Group (Delayed Entry) (MMSI E5): Soldiers enlisted into the DEP for later entry into a regular Service.

<sup>5</sup> Used to establish anniversary year and award of membership points only.

<sup>6</sup> MMSIs G1 through G4 are used for ROTC service with a branch of Service other than the Army. MMSIs G1 through G4 are used for DEP service on or after 1 Jan 85. See 10 USC 513 and DoDI 1215.07.

<sup>7</sup> Applies to ROTC service before 13 Oct 64.

<sup>8</sup> ROTC/SMP was initially converted to MMSI 88 for retirement points accounting management (RPAM) purposes. A manual was performed to correct the MMSI to B6 or D8, as appropriate.

<sup>9</sup> Service prior to 1 Jul 49 was converted to MMSI 99 for RPAM purposes.

## Appendix C

### Internal Control Evaluation

#### C–1. Function

The function covered by this evaluation is the policies and procedures for entitlements and collections of pay and allowances for active duty Soldiers.

#### C–2. Purpose

The purpose of this evaluation is to assist users in evaluating the key internal controls listed. It is not intended to cover all controls.

#### C–3. Instructions

Answers must be based on the actual testing of key internal controls (for example, document analysis, direct observation, sampling, and simulation). Answers that indicate deficiencies must be explained and the corrective action identified in supporting documentation. These internal controls must be evaluated at least once every 5 years. Certification that the evaluation has been conducted must be accomplished on DA Form 11–2 (Internal Control Evaluation Certification).

#### C–4. Test questions

##### *a. Absent from duty.*

- (1) Did the unit process and send the Soldier's DA Form 31 to the supporting finance office within 48 hours of the Soldier returning from leave?
- (2) Did the unit initiate the necessary transactions to adjust a Soldier's PEBD, BASD, and ETS date when a Soldier is AWOL?
- (3) Did the unit submit all support documents, including DA Form 4187, reflecting the duty status change to the finance office when a Soldier is AWOL?
- (4) Did the unit commander ensure a DA Form 1506 is prepared within 48 hours of the Soldier's return to military control to adjust the Soldier's BASD, PEBD, and ETS as appropriate?
- (5) Did the unit commander confine or return the Soldier to full duty status once the Soldier was returned to military control?

##### *b. Waiver of pay and allowances.*

- (1) Did the unit commander conduct an annual review of the pay account of each Soldier eligible for retired pay who has elected to receive military pay and allowances?
- (2) Did the unit commander ensure the original VA Form 21–8951–2 prepared at the time of entry into Army, or a subsequent replacement form, or the original DA Form 7894 for each fiscal year, and a copy of the annual review for the previous fiscal year was uploaded to the Soldier's AMHRR?

##### *c. Basic allowance for subsistence.*

- (1) Does the command/unit have a BAS policy and procedure to ensure BAS collections are enforced in accordance with Army policy and DoD directives?
- (2) Does the command/unit's policy stress the importance of collecting BAS during field training, institutional training, and for Soldiers assigned to essential station training?
- (3) Does the command/unit report the status of BAS and meal collections to the command/unit's leadership quarterly?
- (4) Does the command/unit verify its subordinate commands/units are initiating and processing meal collections for Soldiers receiving BAS and government-provided meals during field training and while at institutional training?
- (5) Does the command/unit verify its subordinate commands/units are briefing their Soldiers before attending institutional training or field duty to explain that collections will be made for all meals provided by or on behalf of the USG regardless if the Soldier eats the meals?
- (6) Has the command/unit included the DoD/Army meal collection policy in its command inspection program?
- (7) Has the command verified that all subordinate units have developed and implemented guidance, and trained their human resource personnel on procedures to submit meal collection actions within their unit?
- (8) Are unit commanders complying with the Army's BAS policy?
- (9) Are unit commanders initiating and processing meal collection actions for all Soldiers receiving BAS and meals provided by or on behalf of the USG during field duty?

(10) Are unit commanders briefing their Soldiers before field duty to outline the DoD/Army policy on meal collections?

(11) Are unit commanders training their human resource personnel on the proper procedure for submitting meal collection actions for their units?

(12) Are unit commanders updating the meal entitlement code on Soldiers' common access cards to match their status?

(13) Are unit commanders ensuring Soldiers assigned to EUM have access (time and transportation) to the dining facility during normal operating hours?

*d. Family subsistence supplemental allowance. (Foreign OCONUS assignments only.)*

(1) Are the Soldiers receiving FSSA in the unit serving in foreign OCONUS assignments?

(2) Did the Soldier's commander certify the Soldier's entitlement to FSSA?

(3) Did the Soldier's commander forward the approved DD Form 2857 to the local DMPO/FO?

(4) Did the all Soldiers receiving FSSA recertify their entitlement according to policy?

(5) Did the commander terminate the entitlement to FSSA for all Soldiers who did not recertify their entitlement to FSSA according to policy?

*e. Housing allowances.*

(1) Are commanders ensuring all Soldiers receiving a housing allowance other than BAH-Partial are recertifying their DA Form 5960 annually during their record review or during life events?

(2) Are units uploading dependency-supporting documents (birth certificates, marriage certificates, divorce decrees, and so forth) to the Soldier's AMHRR?

(3) Are units requiring Soldiers to provide proof of dependent support as required by Army and DoD policy?

*f. Assignment and special duty pays.*

(1) Are commanders issuing orders to support the payment of AIP, SDAP, and sea pay?

(2) Are units uploading the proper documentation to support the payment of assignment and special duty pays to the Soldier's AMHRR?

(3) Have commands implemented measures to ensure that assignment and special duty pay termination orders are issued when a Soldier PCSs to another location that does not qualify for assignment and special duty pay assignment?

*g. Hazard Pay Program.*

(1) Are commanders issuing orders to support the payment of HDIP?

(2) Are units uploading the proper documentation to support the payment of HDIP to the Soldier's AMHRR?

(3) Are commands terminating HDIP orders for Soldiers no longer required/able to perform hazardous duty?

(4) Are commanders documenting nonperformance of hazardous duty using DA Form 4730 and processing the request to the supporting finance office?

*h. Diver skill incentive pay.*

(1) Are commanders issuing orders to support the payment of DSIP?

(2) Are units uploading the proper documentation to support the payment of DSIP to the Soldier's AMHRR?

(3) Are commands terminating DSIP orders for Soldiers no longer required/able to perform diving duty?

(4) Are commanders documenting nonperformance using DA Form 4730 and processing the request to the supporting finance office?

*i. Family separation allowance.*

(1) Are commanders using DD Form 1561 to substantiate the payment of FSA?

(2) Are units uploading DD Form 1561 to the Soldier's AMHRR?

(3) Are commanders ensuring FSA is terminated for Soldiers who are no longer eligible to receive FSA?

## **C-5. Supersession**

Not applicable.

## **C-6. Comments**

Help make this a better tool for evaluating internal controls. Submit comments to the Deputy Chief of Staff, G-1 (DAPE-PRC), 300 Army Pentagon, Washington DC 20130-0300 or via email to [usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil](mailto:usarmy.pentagon.hqda-dcs-g-1.mbx.dape-prc@mail.mil).

## **Glossary**

### **Section I**

#### **Abbreviations**

**ABCMR**

Army Board for Correction of Military Records

**AC**

Active Component

**ADT**

active duty training

**AER**

Army emergency relief

**AGR**

Active Guard Reserve

**AIP**

assignment incentive pay

**AMHRR**

Army Military Human Resources Record

**AO**

authorizing official

**AOC**

area of concentration

**AR**

Army regulation

**ARIMS**

Army Records Information Management System

**ARNG**

Army National Guard

**ARNGUS**

Army National Guard of the United States

**ASA (M&RA)**

Assistant Secretary of the Army (Manpower and Reserve Affairs)

**ASD (M&RA)**

Assistant Secretary of Defense for Manpower and Reserve Affairs

**AvIP**

aviation incentive pay

**AWOL**

absent without leave

**BAH**

basic allowance for housing

**BAH-DIFF**

basic allowance for housing differential

**BAS**

basic allowance for subsistence

**BASD**

basic active service date

**BAS–SUP**

basic allowance for subsistence–supplemental

**BCT**

basic combat training

**Bn S1**

battalion S1

**BRS**

Blended Retirement System

**CAC**

Casualty Assistance Center

**CFC**

Combined Federal Campaign

**CFR**

Code of Federal Regulations

**CG**

Commanding General

**CMAOD**

Casualty and Mortuary Affairs Operations Division

**COLA**

cost of living allowance

**CONUS**

continental United States

**CP**

continuation pay

**CZ**

combat zone

**CZTE**

combat zone tax exclusion

**DA**

Department of the Army

**DCS**

Deputy Chief of Staff

**DD Form**

Department of Defense form

**DEERS**

Defense Enrollment Eligibility Reporting System

**DEP**

Delayed Entry Program

**DFAS**

Defense Finance and Accounting Service

**DFAS–IN**

Defense Finance and Accounting Service–Indianapolis

**DJMS**

Defense Joint Military Pay System

**DLA**

dislocation allowance

**DMPO**

Defense Military Pay Officer

**DoD**

Department of Defense

**DoDI**

Department of Defense instruction

**DoDID**

Department of Defense identification

**DOM**

Doctor of Medicine

**DSIP**

diver skill incentive pay

**DTM**

directive-type memorandum

**EFMP**

Exceptional Family Member Program

**EFT**

electronic funds transfer

**eMILPO**

electronic Military Personnel Office

**EOM**

end of month

**ESM**

essential station messing

**ETS**

expiration term of service

**EUM**

essential unit messing

**FICA**

Federal Insurance Contribution Act

**FITW**

federal income tax withholding

**FMR**

Financial Management Regulation

**FMS**

financial management specialist

**FO**

finance officer

**FRTIB**

Federal Retirement Thrift Investment Board

**FSA**

family separation allowance

**FSGLI**

Family Servicemembers' Group Life Insurance

**FSH**

family separation housing

**FSSA**  
family subsistence supplemental assistance

**GAO**  
Government Accountability Office

**GS**  
general schedule

**GSU**  
garrison support unit

**HDIP**  
hazardous duty incentive pay

**HDP**  
hardship duty pay

**HDP-L**  
hardship duty pay-location

**HFP**  
hostile fire pay

**HHG**  
household goods

**HRC**  
Human Resources Command

**HRO**  
human resource officer

**HzP**  
hazard pay

**IDP**  
imminent danger pay

**IDT**  
inactive duty training

**iPERMS**  
integrated Personnel Electronic Records Management System

**IRR**  
Individual Ready Reserve

**IRS**  
Internal Revenue Service

**JTR**  
Joint Travel Regulation

**KSD**  
key supporting document

**LES**  
leave and earnings statement

**MFF**  
military free-fall

**MICP**  
Managers Internal Control Program

**MID-MO**  
mid-month

**MIHA**

move-in housing allowance

**MMPA**

master military pay account

**MMSI**

Military Membership Status Identifier

**MOS**

military occupational specialty

**MPD**

military personnel division

**MUIC**

mobilization unit inprocessing centers

**MWWPMO**

Mobilized and Wounded Warrior Pay Management Office

**NGB**

National Guard Bureau

**OCONUS**

outside the continental United States

**OHA**

overseas housing allowance

**OMB**

Office of Management and Budget

**OPM Form**

Office of Personnel Management form

**OSGLI**

Office of Servicemembers' Group Life Insurance

**PAC**

pay allowance continuation

**PCS**

permanent change of station

**PDF**

portable document format

**PDS**

permanent duty station

**PDTATAC**

Per Diem Travel and Transportation Allowance Committee

**PDUSD (P&R)**

Principal Deputy Under Secretary of Defense for Personnel and Readiness

**PEBD**

pay entry basic date

**PHS**

Public Health Service

**PLEAD**

place last entered active duty

**PME**

professional military education



**QHDA**

qualified hazardous duty area

**QSPR**

quadrennial special pay review

**RA**

Regular Army

**RC**

Reserve Component

**ROTC**

Reserve Officers' Training Corps

**RRS-A**

Records Retention Schedule-Army

**SDAP**

special duty assignment pay

**SDP**

Savings Deposit Program

**SECARMY**

Secretary of the Army

**SECDEF**

Secretary of Defense

**SF**

standard form

**SGLI**

Servicemembers' Group Life Insurance

**SITW**

state income tax withholding

**SMP**

Simultaneous Membership Program

**SNAP**

Supplemental Nutrition Assistance Program

**SOES**

Servicemembers' Group Life Insurance Online Enrollment System

**SROTC**

Senior Reserve Officers' Training Corps

**TDY**

temporary duty

**TL**

transmittal letter

**TLA**

temporary lodging allowance

**TLE**

temporary lodging expense

**TSGLI**

Traumatic Servicemember's Group Life Insurance

**TSP**

Thrift Savings Plan

**UCFR**

unit commander's finance report

**UCMJ**

Uniform Code of Military Justice

**USACE**

U.S. Army Corps of Engineers

**USAR**

U.S. Army Reserve

**USC**

United States Code

**USG**

U.S. Government

**USPFO**

U.S. Property and Fiscal Office

**USUHS**

Uniformed Services University of the Health Sciences

**VA**

Veterans Affairs

**WMDCS**

weapons of mass destruction civil support

**Section II****Terms****Advance pay**

An advance in pay providing a Soldier with funds for expenses such as transportation, temporary storage of HHG, packing and shipping costs, and the expenses incurred in securing new living quarters.

**Allotment**

A definite portion of the pay and allowances of a person in a military Service, which is authorized to be paid to a qualified allottee.

**Appropriated fund dining facility**

A generic term used in lieu of government mess, general mess, dining hall, dining activity, dining facility, mess hall, galley, field kitchen, flight kitchen, or similar terms used to describe dining facilities funded totally by appropriated funds. It excludes activities operated by nonappropriated fund instrumentalities such as an officer's mess, club, organized mess, and all similar terms.

**End of month pay**

Pay elected by the Soldier to be received on the EOM payday. The EOM is a general term, not for pay only.

**Entitlement**

The legal right to receive items of pay and/or allowances.

**Essential station messing**

Messing declared by the installation, base, or station commander responsible for single government quarters, that is essential to operate the Government mess efficiently and economically, or that is necessary for the health and safety of enlisted personnel permanently assigned to single quarters.

**Essential unit messing**

Group messing that is declared by an appropriate authority (the Secretary concerned or, for a Joint task force, the combatant commander or Joint task force commander concerned) to be necessary for operational readiness, military operations, or effective training where members are required to eat government-furnished meals. Members will be in a travel status and are entitled to travel reimbursement for incidental expenses, but not for subsistence. Designation for EUM will apply only to organizational units and to operational elements and detachments, not to individual Soldiers

**Expiration of term of service**

The end of a required or contracted period of service.

**Federal Insurance Contributions Act**

The federal statute that requires the withholding of tax from salaries of employees covered by the Social Security Act and the payment of employer's tax by federal agencies.

**Field duty**

Duty performed by troops participating in maneuvers, war games, field exercises, or similar operations where a member is assigned to a unit being subsisted in a dining facility operated by or on behalf of the USG or with an organization drawing field rations.

**Fiscal year**

The accounting year for the Federal Government (1 October through 30 September). The fiscal year is designated by the calendar year in which it ends.

**High-cost area**

A location where a Soldier's cost of living is at least 8 percent higher than the average cost of living in the CONUS.

**Master military pay account**

The Soldier's pay account maintained on the computer system at DFAS-IN. The account contains the identifying data and the pay and leave account of the Soldier for the current and 11 prior months, or for the period the Soldier has been on active duty if less than 1 year.

**Mid-month pay**

Pay elected by the Soldier not to exceed 15 days net pay. Pay is to be received by the Soldier or other authorized payee on the 15th day of the month or the last working day prior to the 15th. Missing in action account the MMPA of every Soldier officially declared to be missing in action or missing. Each account is maintained by DFAS-IN until the Soldier is returned to military control or is officially declared to be dead.

**Nonpay status**

A nonduty status for which the Soldier is not entitled to receive pay. (For example, the Soldier is not available for duty because of his or her own fault or negligence.)

**Pay date**

The date from which a Soldier's creditable service is computed for basic pay purposes. It is the initial date of continuous service or the date adjusted to exclude lost time or breaks in service.

**Processing month**

The time between the computation of pay in each succeeding calendar month.

**Sea duty**

Service performed in a self-propelled vessel with berthing and messing facilities that is in an active status, in commission, or in service. Applies to members who are either permanent party or aboard for TDY.

**Secretarial process**

Action by the SECARMY or subordinate level specified by the SECARMY; an administrative and/or procedural issuance under the Service Regulation review process.

**Subsisted in kind**

Meals or rations furnished at no charge to members not entitled to BAS from an appropriated fund dining facility or who are subsisted at no charge on behalf of the USG.

**SURE-PAY**

A pay option by which MID-MO and/or EOM payments are automatically sent directly to a financial organization for credit to a checking or savings account. A financial organization is any bank, savings bank, savings and loan association, or federal or state-chartered credit union.

**Unaccompanied**

A Soldier is considered unaccompanied for any duration of assignment at a PDS that the primary dependent resides in or returns to a separate permanent residence.

**UNCLASSIFIED**

**PIN 207469-000**