U. S. COAST GUARD

PAY MANUAL

COMDTINST M7220.29A

U.S. Department of Transportation
United States Coast Guard

Commandant
United States Coast Guard

2100 Second Street, S.W.
Washington, DC 20593-0001
Staff Symbol: G-WPM-2
Phone: (202) 267-1203
Fax: (202) 267-4823

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COMMANDANT INSTRUCTION M7220.29A

Subj: U. S. COAST GUARD PAY MANUAL

1. PURPOSE. U.S. Coast Guard Pay Manual, COMDTINST M7220.29A, is the official publication of the U. S. Coast Guard consisting of policy and regulations concerning pay and allowance entitlements for military personnel and their dependents.

2. ACTION. Area and district commanders, commanders of maintenance and logistics commands, commanding officers of headquarters units, assistant commandants for directorates, Chief Counsel, and special staff offices at Headquarters shall ensure that the provisions of this Manual are followed. Paper distribution will be made of this Manual. Distribution will also be via the Coast Guard Directives System CD. An electronic version will also be made available via the Commandant (G-WPM-2) website (http://www.uscg.mil/hq/g-w/g-wp/g-wpm/Manuals.htm).

3. DIRECTIVES AFFECTED. U. S. Coast Guard Pay Manual, COMDTINST M7220.29, is hereby cancelled.

4. REFERENCE TO THIS MANUAL. Reference to the material in this Manual will be made to the specific chapter, section, paragraph, and subparagraph. For example, “refer to section 7-A-4.i.” means chapter 7, section A, paragraph 4, and subparagraph i.

5. FORMS. Availability of Forms referenced in this Manual are listed in Enclosure (1). Worksheets referenced in this Manual are available from Enclosure (1) of the Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

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CHAPTER 1

INTRODUCTION TO COAST GUARD PAY

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CHAPTER 1. INTRODUCTION TO COAST GUARD PAY

A. Pay Administration.

1. PMIS/JUMPS. The Personnel Management Information System/Joint Uniform Military Pay System (PMIS/JUMPS) is the centralized automated personnel and pay system for Coast Guard active duty and reserve members. The Coast Guard Human Resources Service & Information Center, Topeka, Kansas, is responsible for the administration of the PMIS/JUMPS master data base and the associated application software.

2. Nonreporting Unit. Unit commanding officers are responsible for personnel management functions. Actions which require the generation of PMIS source documents must be accurately communicated to the Personnel Reporting Unit (PERSRU). Unit commanding officers must ensure that appropriate worksheets from the Personnel and Pay Procedures Manual, HRSICINST M1000.2(series), and supporting documents (copy of marriage license, divorce decree, birth certificate, course completion certificate, etc.) are furnished to the PERSRU in a timely manner to facilitate accurate personnel and pay management. The commanding officer is also responsible for notifying the servicing PERSRU when a member assigned to his/her unit has not received a regular or special payment, or the payment is in error. These requirements are contained in Chapter 6 of the Personnel and Pay Procedures Manual, HRSICINST M1000.2(series).

3. Personnel Reporting Unit (PERSRU). PERSRUS are units established to perform certain personnel administrative functions for a number of nonreporting units. PERSRUS maintain personnel data records and use source data automation (SDA) equipment to prepare PMIS source documents and transmit that data into PMIS/JUMPS. The PERSRU is a vital link between the member and the member's pay. Starts and stops of pay entitlements are controlled by use of PMIS documents submitted to update the member's master pay account on PMIS/JUMPS. It is essential that these PMIS documents be accurate and timely. The responsibility for accuracy and timeliness rests with the member, unit commanding officer, and PERSRU. Responsible officials must ensure that personnel tasked with preparing, reviewing, and approving documents are thoroughly familiar with the SDAII User Manual HRSICINST M5231.2(series). Errors shall be carefully investigated and corrected to ensure the personnel data record and PMIS/JUMPS records are all correct. Additionally, the PERSRU contacts HRSIC on pay problems which cannot be resolved locally.

4. Special Purpose Reporting Units. In addition to PERSRUS, the following Coast Guard units also have the ability to input data into PMIS/JUMPS:

   a. Coast Guard Personnel Command, Washington, DC, provides data input for enlisted and officer promotions and various other personnel-related data.

   b. Coast Guard Finance Center, Chesapeake, VA, provides data input for collection of travel and transportation indebtedness.

   c. Coast Guard Uniform Distribution Center, Woodbine, NJ, provides data input for collection of uniform purchases.

5. Coast Guard Human Resources Service & Information Center (HRSIC). The mission of the Coast Guard Human Resources Service & Information Center is to provide accurate and timely pay service to all active duty, Reserve, and retired members of the United States Coast Guard. In order to fulfill this mission, HRSIC receives and accounts for all PERSRU and HQ input into PMIS/JUMPS; administers and records the disbursement of pay for active duty, Reserve, and retired members; administers leave and retirement point accounting for active and reserve military personnel; arranges for settlements of claims on behalf of deceased or separated personnel, and for collection of out-of-service debts; process application for allotments and garnishments for certain support obligation as set forth in 5 CFR 581, 32 CFT 63, and 33 CFR 50; develop written procedures to support all areas of personnel and pay policy, administers the Personnel Management Information System/Joint Uniform Military Pay System (PMIS/JUMPS); and provides personnel management and accounting information to appropriate managers within the Coast Guard.

6. Commandant (G-WRI). Commandant (G-WRI) is the program manager for PMIS/JUMPS, with responsibility for implementing pay and personnel policy formulated by Commandant (G-WPM).

B. Overview of PMIS/JUMPS.

1. Input. Data is input into PMIS/JUMPS via electronic transmission to the Human Resources Service & Information Center, Topeka, KS. Data from PERSRUs is submitted through a standard terminal network called "Source Data Automation (SDA)". Special purpose reporting units submit their transactions through the electronic mail network. Regardless of how the data is input or who inputs the data into PMIS/JUMPS, it is essential that the data is accurate. There are edits on the standard terminal software that requires certain data elements or combinations of data elements to be completed or prohibit other combinations. If these requirements are not met, the standard terminal will not let the operator finish the document. Although the standard terminal has edits requiring certain fields on a document, it cannot ensure that a document is error-free and will process through Update and Compute.

2. Update. Update consists of a set of programs, which enter data into the automated file from information on the PMIS documents or magnetic tapes. PMIS/JUMPS is an integrated data processing system. There are two separate master files, one for personnel data (PMIS) and one for pay data (JUMPS). Both master files are updated by the same input transactions. Update occurs sequentially-first updating PMIS, then updating JUMPS. The transaction must process fully through PMIS update before it will update JUMPS. To do this, the transaction must pass through a series of PMIS edits. If the transaction does not pass these edits, the transaction kicks out on an exception report with an error code to be corrected or resubmitted by the PERSRU. If the transaction passes the PMIS edits, the transaction moves to pay update. Pay update performs a series of pay-related edits similar to the personnel-related edits performed by PMIS. Once a transaction has successfully passed the pay edits, pay update builds new segments and changes or closes existing segments, as necessary, to set the file for compute processing.

3. Compute. The compute program is responsible for accessing the pay master file and determining the pay amounts for every member on the file. The compute program is run twice a month to generate the payroll for mid-month and end-month paydays.

   a. General. The main purposes of the compute program are to:

      (1) Update the member's pay account to reflect changes which occur automatically, (e.g., longevity increases, changes from BMA to SMA, and tax rate change).

      (2) Calculate the member's current leave balance by accruing leave earned and deducting leave taken.

      (3) Calculate the member's current pay and project pay amounts for the next month, according to the records and documents maintained in PMIS/JUMPS.

      (4) Produce a LES at the end of each month to ensure an accurate record of pay accounts for the member.

      (5) Produce fund management and accounting reports to provide key budgeting and financial information.

   b. Mid-month Compute. Mid-month is a much simpler process than end-month compute. Mid-month compute calculates pay from the 1st through the 15th of the month, updates the payment segment and posts a mid-month LES to the inquiry file for those members who had transaction process since the last compute date. In addition, the end-month-projected pay is recomputed.

   c. End-month Compute. End-month compute calculates pay for 30 days, updates the automated pay file and generates a LES. End-month compute calculates pay for the entire month, then deducts the mid-month payment and pays the balance. The actual payment is posted to the payment segment, and the segment is closed for the current month. A new payment segment is opened with the projected pay amounts for the next month. End-month compute calculates pay for all members; projects pay for the coming month, and provides input for LES processing, fund management and accounting reports. End-month compute performs the important functions described in sections 1-B-3.d. through g.

   d. Projected Pay. For projected pay to be as accurate as possible, automatic updates for longevity are performed 1 month in advance. A member's projected pay is based on the segments that are effective during the current pay period last day plus 1 day and the projected period ending date. The pay computation control portion of compute will be provided with projected time period(s) by the master control. At mid-month the second projection is not necessary.

      (1) Mid-Month. Compute processing projects pay for the 16th through the end of the current month when transactions have processed.

      (2) End-Month. Compute processing projects pay for the next month in 2 pay periods. The first covers the 1st through the 15th and the second covers the 16th through the end of the month.

e. Automatic Update. Automatic updating of the pay account is done before any computation of pay occurs. Pay entitlements affected by longevity of service are checked to determine if an anniversary will occur during the next compute month. If so, automatic update closes segments of pay entitlements whose rates will change and builds new segments with the new pay rates. When pay is affected, the pay grade segment is also updated. Automatic update also posts any change in rate caused by policy or legislation (e.g., a change in the COLA or BAH rate for a particular location). The month before a member is due a change in clothing allowance, automatic update stops the affected pay segment on the day prior to the anniversary date and builds a new segment at the new rate effective on the anniversary date. Finally, automatic update adjusts members' cumulative sea time for those who had sea duty during the processing period.

f. Notice of Overpayment (Indebtedness). When computing a member's pay, PMIS/JUMPS accumulates retroactive credits and debits. The Leave and Earnings Statement is used to notify the member of planned collection action for debts $750.00 and less. A Notice of Overpayment letter will be provided for debts over $750.00. The letter will provide a brief description of the cause and amount of the overpayment, establish a start date for collection of the overpayment in regular installment amounts via administrative offset, and provide an opportunity for the unit commanding officer to propose an alternate repayment schedule within certain parameters.

g. Non-Compute. Occasionally the member's file may not meet conditions necessary to compute pay. When this occurs PMIS/JUMPS will usually pay projected pay until the member's automated file is corrected. Compute will update the actual payment amount in the payment segment and generate a LES message indicating the member was paid projected pay. Page 1 and other segments will not be updated at this time. When the file is corrected, pay is calculated for each month of noncompute and the resulting over or underpayment is carried forward. A corrected LES is issued at this time for each month the member's account was in a noncompute status.

4. Output. The last step in the processing cycle is the output. PMIS/JUMPS produces a wide variety of outputs in support of personnel and pay administration. The following is a brief synopsis:

a. Management Reports. Management reports were developed to provide Commandant (G-W) and other Headquarters staff components with a complete summary of financial data for analytical purposes. PMIS produces a vast array of Service wide data summarizing entitlements, deductions, percentage of strength, ratio of members to dollars, frequency of payments, etc.

b. Control Reports. Control reports are produced for use by HRSIC to manage personnel and payroll functions. These reports provide information about pay accounts requiring action or investigation of a questionable condition. They also help detect payments made in error or possible cases of fraud.

c. Payrolls. PMIS/JUMPS issues regular semimonthly payrolls, and monthly allotment payrolls, in the form of a direct deposit (electronic funds transfer) or a check.

d. Leave and Earnings Statements (LES) and Net Pay Advices (NPA). At the end of the month, each member is furnished an LES detailing the monthly activity and status of their pay and leave account. Certain cutters and overseas units are also provided notification of their pay, both at mid-month and end-month, via a net pay advice message (NPAM).

e. Accounting Reports. Each month a series of reports provide complete payroll accounting data. This data is electronically transmitted from the Human Resources Service and Information Center to the Finance Center in order to update the Department of Transportation Financial Information System (DAFIS).

f. Wage and Tax Information. Federal, State and FICA wages and tax withholding data is generated on a monthly, quarterly and annual basis to support the various tax reporting requirements of the automated payroll system. This includes W-2's for the members as well as summary information for the State and Federal Government agencies involved.

5. Access to File.

a. PMIS Master File. The PMIS master file consists of a 4,605 fixed character record of personnel information for each Coast Guard and NOAA member under PMIS/JUMPS. This data base can be accessed by Headquarters, HRSIC, and Personnel Reporting Units.

b. Local Standard Workstation Files. An extract of certain common information from the PMIS master file is provided to PERSRUS for each member for whom they are responsible on a periodic basis.

c. Pay Data Base. The JUMPS master file contains a variable amount of data on an individual and contains all information needed for payroll and leave accounting for each member under PMIS/JUMPS. This data base can be accessed on an unrestricted basis by HRSIC and on a limited basis by servicing PERSRUS who can view the pay accounts of members assigned to them for pay support purposes. Units accessing the data will normally be restricted to records for those members assigned. The pay data consists of two portions:

(1) Fixed Data Area. The fixed data area consists of 3 pages of data, which applies to every automated pay account. It contains biographical information needed for every member, e.g., name, dates, location; information which must be maintained throughout the member's entire career, e.g., cumulative sea duty, E-allotment balance; entitlement/deduction flags; and last compute date.

(2) Segments. A segment is a block of data, which is used to store information related to an entitlement or a deduction. For example, segment 01 contains all information related to base pay and segment 58 contains all information related to pay grade. There are 82 different segment types in use. Segments contain effective start and stop dates, start and stop processing dates, and other relevant information specific to the entitlement or deduction. All segments have seven fields (referred to as AUTHORITY) which indicate the source of the last transaction to affect the segment. These fields identify whether the segment was initiated by an input transaction or was the result of a system-generated change.

d. Segment Query. In support of the PMIS/JUMPS system, there are numerous on-line inquiry systems, which are supported and managed by the Human Resources Service and Information Center. This link, via a logon identification assigned by HRSIC, allow PERSRU's access to the PMIS/JUMPS inquiry systems. File maintenance and program changes are usually done during off duty hours. However, due to operational commitments, these changes may be needed during work hours. When this is necessary, inquiry will be terminated and units informed by a CRT message.

6. Guidance. For researching personnel and pay related transactions in the Personnel Management Information System/Joint Uniform Military Pay System (PMIS/JUMPS), see the PMIS/JUMPS Analysis Manual, HRSICINST M5230.3 (series). This Manual is distributed to units having installed SDAII software and PMIS/JUMPS data base access authority.

CHAPTER 2

COMPUTATION OF SERVICE AND BASIC PAY

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CHAPTER 2. COMPUTATION OF SERVICE/BASIC PAY

A. Service Creditable.

1. Service Creditable. Under the authority of 37 U.S.C. 205, compute a member's cumulative years of service for the purpose of determining the member's rate of basic pay by adding all periods of active and inactive service as a commissioned officer, warrant officer, or enlisted member in any Regular or Reserve component of a Uniformed Service. This includes, but is not limited to the following:

   a. Academy Teaching Staff. A person who is appointed as a professor, associate professor, assistant professor, or instructor may include any time served as a member of the civilian teaching staff at the Coast Guard Academy under the provisions of 14 U.S.C. 191.

   b. Former Lighthouse Service. After 1 July 1948, include all service in the Lighthouse Service for members who were commissioned, appointed, or enlisted in the Coast Guard under the provisions of 14 U.S.C. 432 (28 Comp Gen 347).

   c. Former Bureau of Marine Inspection and Navigation and Bureau of Customs. Include service in the former Bureau of Marine Inspection and Navigation (including its predecessors) and Bureau of Customs for members who were commissioned, appointed, or enlisted in the Coast Guard under the provisions of 14 U.S.C. 433.

   d. Temporary Coast Guard Reserve. Include full time active duty performed as a member of the Temporary Coast Guard Reserve (37 Comp Gen 838). Periods during which no duty was assigned or performed may not be counted (23 Comp Gen 164).

   e. SPAR Broken Service. The provisions of 10 U.S.C. 1332 granted constructive service f or the period 25 July 1947 to 1 November 1949 to a member who served on AD in the Coast Guard Women's Reserve at least 1 year prior to 25 July 1947 provided she was a member thereof for any period between 1 November 1949 and 1 July 1956. This constructive service may be included for pay accruing after 30 June 1962 (Public Law 87-482, 12 June 1962).

   f. Aviation Cadet Service. Include active service in the appointive grade of aviation cadet and service as an enlisted aviation cadet on and after 4 August 1942 (31 Comp Gen 610 and 32 Comp Gen 473).

   g. National Oceanic and Atmospheric Administration. Include service in the current grades of ensign and above and service as a deck officer or junior engineer. This includes periods served in the former Environmental Science Services Administration or Coast and Geodetic Survey. It does not include service as a ship keeper, seaman, fireman, oiler, etc., under "shipping articles" (24 Comp Gen 829 and 25 Comp Gen 680).

   h. Cadet and Midshipmen Service. Cadet or midshipman service is creditable in computing pay of enlisted members only (29 Comp Gen 331, 31 Comp Gen 528 and 10 U.S.C. 971, 37 U.S.C. 205(6)). In addition, an enlisted member who was appointed Midshipman, Merchant Marine Reserve, U.S. Naval Reserve, may count such service which was served concurrently with inactive service in the Naval Reserve (38 Comp Gen 797).

i. Service Attained Prior to Statutory Enlistment Age. Any service which is otherwise creditable may be counted even if the service was performed before a member attained the statutory age for enlistment. Such service may not be counted if it is determined to be fraudulent and is voided for that reason.

j. Pay Grades 0l-E, 02-E and 03-E. A commissioned officer in pay grade 01, 02, or 03, is entitled to the special rate of pay for 01-E, 02-E, or 03-E, if the officer has had over 4 years of active service as a warrant officer or an enlisted member (combination of the two may be used after 30 Sep 83). In computing active enlisted service, include active duty for training (ADT) as an enlisted member (38 Comp Gen 68). Do not count active service in a dual status (temporary officer - permanent enlisted) (38 Comp Gen 68).

k. Service on the Retired List. A retired member who is recalled to active duty may count inactive service on a retired list of any of the Uniformed Services, however, this only applies for longevity purposes. This includes the temporary disability retired list.

l. Retention for Medical Care. Any period on and after 12 December 1941 when an enlisted member of the Armed Forces is retained in service, after expiration of term of service, for medical treatment or hospitalization for disease or injury incident to service and not due to the member's misconduct (10 U.S.C. 507).

m. Delayed Entry Program.

(1) On and before 31 December 1984, time served as a member of a Reserve component under a delayed entry program prior to entry on active duty or ADT.

(2) On and after 29 November 1989, when a member performs inactive-duty training before beginning service on active-duty or active duty for training and is a member of a Reserve component under an enlistment under 10 U.S.C. 511 (b) or (d).

(3) On and after 29 November 1989, while a member of a Reserve Component under an enlistment under 10 U.S.C. 513, those periods of active service performed before the member is ordered to active duty under 10 U.S.C. Chapter 39 or another provision of law.

n. Making Up Lost Time. After returning to full duty, an enlisted member is liable to make up time lost. The time served to make up lost time is creditable service. If a member is retained, for trial or to serve sentence, beyond the normal expiration of enlistment and is not restored to a full duty status, this does not count as making up time last and is not creditable.

2. Prior Service. If a member claims prior service, submit a request for statement of creditable service to HRSIC as prescribed in section 5-C-3, Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

B. Service Not Creditable. This list of noncreditable service is not all-inclusive, but shows some types precluded by law.

1. Fraudulent Enlistment. Time spent in an enlistment which is determined to be fraudulent and is specifically terminated by reason of fraud. (A member is entitled to credit for time in a fraudulent enlistment when the defect is waived by the Government.) A person whose enlistment is canceled as an illegal enlistment or who is discharged by reason of a fraudulent enlistment is not entitled to credit for any service during such enlistment even though the person may later enlist and serve under a legal enlistment.

2. Officer in Philippine Army. Service as a commissioned officer in the Army of the Philippines.

3. State, Home, or Territorial Guard. Time spent as a member.

4. Delayed Entry Program.

   a. On and after 1 January 1985, time served as a member of a Reserve component under a delayed entry program prior to entry on active duty or ADT.

   b. On and after 29 November 1989 any period of time not covered by section 2-A-l.m.(2) and (3).

5. Citizen Military Training Corps. Time spent as a member.

6. Inactive National Guard. Time when a person was a member of the inactive National Guard (as distinguished from the National Guard of the United States). Such service is creditable if a member held a commission or an enlisted status in the inactive National Guard and National Guard of the United States at the same time (22 Comp Gen 907, 23 Comp Gen 755, and 38 Comp Gen 352).

7. Disciplinary Reasons. A person retained in service after the normal date of expiration of enlistment for disciplinary reasons is not entitled to credit for service during such retention if they are convicted of the charges f or which retained. (See Article 12.B.11.h., Personnel Manual, COMDTINST M1000.6 (series)).

8. Medical Reasons. A person detained in service after the normal date of expiration of enlistment for medical care or hospitalization for an injury, sickness, or disease not incurred in line of duty, not due to own misconduct, is not entitled to credit for service during such retention. (See Article 12.B.11.f., Personnel Manual, COMDTINST M1000.6 (series)).

C. Effect of Absence from Duty on Creditable Service.

1. Officer Status. Time spent by commissioned and warrant officers in an absence without leave, absence due to own misconduct, civil confinement, or military confinement status is counted as creditable service for pay purposes. However, it is not counted as creditable service for retirement longevity or leave accrual purposes. (Sec. 561, PL 104-106). See also Chapter 7, Personnel Manual, COMDTINST M1000.6 (series).

2. Enlisted Status. Effect on creditable service of enlisted members when absent from duty. Deductible time denotes periods during which service credit does not accrue.

   a. AWOL and Desertion (UA). Absent without leave (AWOL) and desertion include the following:

      (1) All periods of unauthorized absence in excess of 24 hours.

      (2) An unauthorized delay in excess of 24 hours, in obeying orders or returning from leave, or a failure to report at a place to which directed is AWOL unless accounted for to the satisfaction of the commanding officer and excused as unavoidable and charged as leave.

      (3) Unauthorized absence of a mentally incompetent person, unless such absence is excused as unavoidable.

      (4) Where a person has been tried by a court-martial and acquitted of a charge of unauthorized absence or desertion or the court-martial is set aside for some legal reason, this action does not change the status of the unauthorized absence except where it is clearly shown that the person had not in fact been in an unauthorized absence status.

3. Absence Due to Own Misconduct. Absence from duty, in excess of 24 hours resulting from own misconduct. Chapter 5, Administrative Investigations Manual, COMDTINST M5830.1, sets forth the procedures for determining misconduct.

4. Nonperformance of Duty (Civil Arrest). The following applies to civil arrest:

   a. Personnel arrested and detained by civil authorities while in an unauthorized absence status continue in such status even though acquitted of the civil charge.

   b. Personnel taken into custody by the civil authorities for an offense alleged to have been committed prior to enlistment or entry on active duty are not entitled to credit for the period of the absence irrespective of acquittal or dismissal of the charge. (9 Comp Gen 114)

   c. Personnel arrested and detained by civil authorities while on authorized leave or liberty who are released without trial, no reparation having been made, are not entitled to credit for service from the date and hour of expiration of leave or liberty to the date of return to their unit if subsequently tried and convicted by a court-martial for any offense based on the same facts (notwithstanding the fact that the charges and/or specifications may be different) which necessitated their absence in the hands of civil authorities.

d. Personnel arrested and detained by civil authorities while on authorized leave or liberty who fail to return to their units upon expiration of leave or liberty will be considered to be AWOL from the date and hour of expiration of leave or liberty unless acquitted of the civil charges on which held, or unless the commanding officer determines that the person was entirely free from fault in connection with their arrest and detention. Under no condition will personnel in this category be granted an extension of leave. (Article 7.A.17, Personnel Manual, COMDTINST M1000.6 (series).

e. Personnel arrested and detained by civil authorities while on authorized leave or liberty who are released and return to their units before expiration of leave or liberty do not lose service credit for the period in custody of civil authorities, but notification of civil arrest is required as described in Article 5.B.2, Personnel Manual, COMDTINST M1000.6 (series).

f. Personnel delivered to civil authorities for trial under the provision of Chapter 8, Military Justice Manual, COMDTINST M5810.1 (series), are not entitled to credit for service while in custody of civil authorities.

g. Personnel confined in a brig at their unit due to the commission of some civil offense, held for trial by civil authorities and found guilty, are not entitled to credit for service for the period of confinement.

h. Personnel released by civil authorities with a suspended sentence or on promise to make reparation or restitution are considered not to have been acquitted and any absence in excess of 24 hours caused by civil arrest is deductible time.

5. Confinement Awaiting Trial and Disposition of Case (CONF). Confinement awaiting trial and disposition of a case includes the following:

a. All periods, in excess of 24 hours, in confinement awaiting trial by a summary, special, or general court-martial when the trial results in conviction. It is not necessary that a court-martial be ordered before the person can be considered as “confined awaiting trial”.

b. All periods, in excess of 24 hours, in confinement after trial while awaiting final action on the court-martial.

c. A person transferred under guard for confinement pending disciplinary action is considered as “confined awaiting trial” as of the date and hour placed in the custody of the guard, until the date and hour delivered to the unit for disciplinary action, provided the person is tried and convicted by a court-martial.

d. An absentee or deserter detained in a nonmilitary facility at the request of a representative of the Armed forces made pursuant to Article 8.C.2, Personnel Manual, COMDTINST M1000.6 (series), or similar regulation or instruction of the other Armed Services, is considered as “confined awaiting trial” as of the date and hour of the request, until the date and hour returned to Coast Guard jurisdiction, provided the person is tried and convicted by a court-martial.

e. Prior to 1 July 1948, only confinement awaiting trial by a general court-martial which resulted in conviction and a sentence to imprisonment in a naval prison or at a receiving ship or station designated as a naval prison was deductible time. Confinement awaiting trial by a deck or summary court was not deductible time.

6. Confinement Under Sentence (CONF). Confinement under sentence includes the following:

a. All periods of confinement, in excess of 24 hours, as a result of a sentence of a summary, special, or general court-martial. The type of confinement adjudged or how the sentence is served does not affect the determination of deductible time. The rule is that whenever the approved sentence of a court-martial used the word "confinement" the person does not receive service credit for the period of confinement. A sentence using the words "deprivation of liberty" or "restriction" does not so operate.

b. If confinement adjudged by a court-martial is subsequently set aside by the reviewing authorities the effect is as though the confinement had never been adjudged and the person is entitled to service credit for the period involved. Similarly, if the period of confinement is reduced by the reviewing authorities the person loses service credit only for the period of the reduced sentence.

c. In accordance with Article 8.F.6, Personnel Manual, COMDTINST M1000.6 (series), personnel in confinement will have their sentences reduced if conduct in confinement is satisfactory. In any such case the person loses service credit for only such part of the approved sentence as they were required to serve.

d. Prior to 1 July 1948, only imprisonment in a naval prison or a receiving ship or station designated as a naval prison under sentence of a general court-martial was deductible time for pay purposes, completion of enlistment and retirement. Confinement under sentence of a deck or summary court-martial was, however, deductible time for the purposes of earning leave.

e. Correctional custody awarded at nonjudicial punishment is not considered confinement and is non deductible time for any purpose (Ref: section 1.E.2.d., Military Justice Manual, COMDTINST M5810.1 (series).

D. Computation of Time for Pay.

1. How to Compute Rates of Pay. 5 U.S.C. 5505 establishes the rules for division of time and computation of pay for services rendered. Appendix C of the Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series), contains procedures for computation of time for pay.

2. Rates of Pay. Refer to figure 2-1 to determine a member's monthly rate of basic pay. Military rates of basic pay can also be found at web site: www.dfas.mil/money/milpay

MONTHLY RATES OF BASIC PAY
EFFECTIVE 1 JANUARY 2001 (SEE NOTES)

PAY GRADE	Cumulative Years of Service														
	<2	2	3	4	6	8	10	12	14	16	18	20	22	24	26
COMMISSIONED OFFICERS															
O-10	8518.80	8818.50	8818.50	8818.50	8818.50	9156.90	9156.90	9664.20	9664.20	10356.00	10356.00	11049.30	11103.90	11334.60	11737.20
O-9	7550.10	7747.80	7912.80	7912.80	7912.80	8114.10	8114.10	8451.60	8451.60	9156.90	9156.90	9664.20	9803.40	10004.70	10356.00
O-8	6838.20	7062.30	7210.50	7252.20	7437.30	7747.80	7819.80	8114.10	8198.70	8451.60	8818.50	9156.90	9382.80	9382.80	9382.80
O-7	5682.30	6068.40	6068.40	6112.50	6340.80	6514.50	6715.50	6915.90	7116.90	7747.80	8280.90	8280.90	8280.90	8280.90	8322.60
O-6	4211.40	4626.60	4930.20	4930.20	4949.10	5160.90	5189.10	5189.10	5360.70	6005.40	6311.40	6617.40	6791.40	6967.80	7309.80
O-5	3368.70	3954.90	4228.80	4280.40	4450.50	4450.50	4584.30	4831.80	5155.80	5481.60	5637.00	5790.30	5964.60	5964.60	5964.60
O-4	2839.20	3457.20	3687.90	3739.50	3953.40	4127.70	4409.70	4629.30	4781.70	4935.00	4986.60	4986.60	4986.60	4986.60	4986.60
O-3	2638.20	2991.00	3228.00	3489.30	3656.40	3839.70	3992.70	4189.80	4292.10	4292.10	4292.10	4292.10	4292.10	4292.10	4292.10
O-2	2301.00	2620.80	3018.60	3120.30	3184.80	3184.80	3184.80	3184.80	3184.80	3184.80	3184.80	3184.80	3184.80	3184.80	3184.80
O-1	1997.70	2079.00	2512.80	2512.80	2512.80	2512.80	2512.80	2512.80	2512.80	2512.80	2512.80	2512.80	2512.80	2512.80	2512.80
COMMISSIONED OFFICERS WITH OVER 4 YEARS ACTIVE DUTY SERVICE AS AN ENLISTED MEMBER OR WARRANT OFFICER															
O-3E	0.00	0.00	0.00	3489.30	3656.40	3839.70	3992.70	4189.80	4355.70	4450.50	4580.40	4580.40	4580.40	4580.40	4580.40
O-2E	0.00	0.00	0.00	3120.30	3184.80	3285.90	3457.20	3589.50	3687.90	3687.90	3687.90	3687.90	3687.90	3687.90	3687.90
O-1E	0.00	0.00	0.00	2512.80	2684.10	2783.10	2884.20	2984.10	3120.30	3120.30	3120.30	3120.30	3120.30	3120.30	3120.30
WARRANT OFFICERS															
W-4	2688.00	2891.70	2974.80	3056.70	3197.40	3336.30	3477.00	3614.10	3756.30	3892.50	4032.00	4168.20	4309.50	4448.40	4590.90
W-3	2443.20	2649.90	2649.90	2684.10	2793.90	2919.00	3084.30	3184.80	3294.60	3420.30	3545.10	3669.90	3794.70	3919.80	4045.20
W-2	2139.60	2315.10	2315.10	2391.00	2512.80	2649.90	2750.70	2851.50	2949.60	3058.20	3169.50	3280.80	3391.80	3503.40	3503.40
W-1	1782.60	2043.90	2043.90	2214.60	2315.10	2419.20	2523.30	2626.80	2731.50	2835.90	2940.00	3018.60	3018.60	3018.60	3018.60
ENLISTED MEMBERS															
E-9	0.00	0.00	0.00	0.00	0.00	0.00	3126.90	3197.40	3287.10	3392.40	3498.00	3601.80	3742.80	3882.60	4060.80
E-8	0.00	0.00	0.00	0.00	0.00	2622.00	2697.90	2768.40	2853.30	2945.10	3041.10	3138.00	3278.10	3417.30	3612.60
E-7	1831.20	1999.20	2075.10	2149.80	2227.20	2303.10	2379.00	2454.90	2529.60	2607.00	2683.80	2758.80	2890.80	3034.50	3250.50
E-6	1575.00	1740.30	1817.40	1891.80	1969.50	2046.00	2122.80	2196.90	2272.50	2327.70	2367.90	2367.90	2370.30	2370.30	2370.30
E-5	1381.80	1549.20	1623.90	1701.00	1777.80	1855.80	1930.50	2007.90	2007.90	2007.90	2007.90	2007.90	2007.90	2007.90	2007.90
E-4	1288.80	1423.80	1500.60	1576.20	1653.00	1653.00	1653.00	1653.00	1653.00	1653.00	1653.00	1653.00	1653.00	1653.00	1653.00
E-3	1214.70	1307.10	1383.60	1385.40	1385.40	1385.40	1385.40	1385.40	1385.40	1385.40	1385.40	1385.40	1385.40	1385.40	1385.40
E-2	1169.10	1169.10	1169.10	1169.10	1169.10	1169.10	1169.10	1169.10	1169.10	1169.10	1169.10	1169.10	1169.10	1169.10	1169.10
E-1 >4	1042.80	1042.80	1042.80	1042.80	1042.80	1042.80	1042.80	1042.80	1042.80	1042.80	1042.80	1042.80	1042.80	1042.80	1042.80
E-1 <4	964.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Notes:
1. Monthly basic pay for O-7 – O-10 is limited to $11,141.70, the rate payable for Level III of the Executive Schedule.
2. Monthly basic pay for O-6 and below is limited to $9,800.10, the rate payable for Level II of the Executive Schedule.
3. While serving as the Master Chief Petty Officer of the Coast Guard, the monthly basic pay is $4,893.60, regardless of years of service. This pay rate is payable for up to a maximum of 60 days while on terminal leave pending retirement.

FIGURE 2-1

E. Commencement of Active Duty Pay.

1. When Entitled to Basic Pay. The pay of service members is prescribed by 37 U .S.C. 1009 and implemented by Executive Order. Members are entitled to receive pay according to their pay-grades and years' service when they are on active duty in a pay status and not prohibited by law from receiving such pay. The pay grade to which a member is assigned is prescribed by 37 U.S.C. 201. A cadet at the Coast Guard Academy is entitled to a rate of pay as authorized in chapter 15.

2. Employment of Members in Another Capacity. Unless otherwise provided by law, a member may not be employed in another capacity by the Government, and receive pay, other than the pay and allowances which accrue by reason of the member' s military status. However, the member may be employed on a voluntary basis during off-duty hours in connection with non-appropriated fund activities. Refer to 5 U.S.C. 5536 and 46 Comp Gen 400 (1966).

3. Original Appointment of Officers. Pay and allowances accrue from the date of acceptance of appointment as a permanent or temporary officer. The normal method of acceptance is taking the oath of office. Commencement of travel in compliance with an order is considered acceptance for pay purposes. However, do not make payment until formal signing of the oath of office. Refer to 60 Comp Gen 143 (1980). Refer to figure 2-2 for specifics and for Coast Guard Academy graduates.

4. Enlisted Members. Commence pay and allowances of the rate in which an enlisted member enlists or reenlists in the Regular Coast Guard with the date of enlistment or reenlistment.

5. Reserve Members. Instructions governing commencement of pay and allowances of Reserve members while on active duty are in section 2-K-2. For Reserve members performing active duty and inactive duty for training (IDT), see chapter 12.

6. Recalled Retired Members. Commence active duty pay for a recalled retired member as prescribed in section 2-K. Payment restrictions are: A retired member who is drawing a pension, disability compensation, etc., by virtue of the member's own service may not receive compensation (including allowances for subsistence, quarters, and travel) for performance of active duty until the member has executed the Waiver of Pension/Disability Compensation or Retired Pay.

7. Promotions. Effective date of pay for the grade to which a member is advanced is contained in figure 2-3.

WHEN ACTIVE DUTY BEGINS

RULE	A	B	C	D
	When a person is	and	then active duty pay and allowances begin on:	are authorized for:
1	originally appointed as a warrant or commissioned officer	appointment is permanent or temporary	date of formal acceptance of appointment	
2	an enlisted member temporarily appointed to commissioned officer grade (note 1)			
3	enlisted or reenlisted		date of enlistment or reenlistment	
4	service academy graduate commissioned as an Ensign	appointment is issued and accepted within six months of graduation	date of rank as stated in the commission	
5		appointment is not issued or accepted within six months of graduation	date of formal acceptance of appointment. (17 Comp Gen 377)	
6	reserve or retired member called or recalled to active duty		date member complies with active duty orders. (note 2)	
7	reserve or retired member ordered to report for physical examination preparatory to call or recall to active duty, and continues to assigned duty station			period of examination, and allowable travel time in connection therewith (note 2)
8	separated from the Coast Guard Academy and required to serve a period of enlisted active duty		date following disenrollment from the Coast Guard Academy	

Notes:

1. After acceptance of original temporary appointment and while serving in temporary rank, a member is not entitled to additional pay, allowances or gratuities because of change in permanent enlisted status.

2. Refer to section 2-K and figure 2-7 for allowable travel time to include in computation. Pay and allowances do not accrue if the member begins travel or reports earlier than the travel time necessary to comply with the active duty orders.

FIGURE 2-2

INCREASE IN PAY ON PROMOTION

RULE	A	B	C
	When a member is a(an):	and action is	then the effective date of increase in pay and allowances is
1	Commandant Vice-Commandant	appointment to Commandant, Vice-Commandant, respectively	effective date as stipulated in Presidential appointment and terminates on the day of detachment. (note 1)
2	Area Commander	appointment as Area Commander	on the date the officer assumes that duty and terminates on the date the officer is detached from that duty. (note 1)
3	Commissioned Officer	promotion to pay grade 0-8 or below under authority of Title 14 USC 271	effective date as stated in the letter transmitting the promotion appointment.
4	Warrant Officer commissioned as an Ensign	promoted under authority 14USC 277 or 10 USC 559	date of promotion as stated in the appointment authority.
5	Commissioned Officer or Warrant Officer	temporary promotion under authority of 14 USC 275 (only in time of war)	from the effective date specified by the Secretary in the letter of Appointment
6	Enlisted Member	advancement in rate	effective date as indicated in the advancement authorization. (note 2)

Notes:

1. The pay and allowances of a vice admiral shall not be interrupted by the termination of an appointment for the purposes of reappointment to another position as a vice admiral. (14 U.S.C. 52)

2. Commanding Officers cannot advance a member retroactively. See Article 5.C.28.c, Personnel Manual, COMDTINST M1000.6 (series).

FIGURE 2-3

F. Termination of Active Duty Pay. Active duty pay is terminated upon separation or change in status. Credit active duty pay and allowances through the appropriate date as indicated below:

1. Retirement. The date before the date placed on the retired list.

2. Recalled Retired Member Released from Active Duty. Follow the instructions in section 2-K for reservists being released.

3. Resignation, Discharge, or Dismissal. The date shown as official date of separation in official notice or date officer receives official notice if no official date of separation is shown except:

   a. Discharge orders do not of themselves relieve the Government of its obligation to an officer. The officer must have received actual or constructive notice by the effective date, unless the officer willfully avoids notice of separation. If an officer is kept in service without fault, in ignorance of an order of dismissal, entitlement to all salaries and benefits of the office continue (27 Comp Dec 13).

   b. If held in service under orders after the date shown in separation orders, an officer is entitled to pay if there is nothing in the record showing non-entitlement (27 Comp Dec 13).

4. Death. Through the date of death.

5. Member Transferred to Reserve and Concurrently Released from Active Duty. The date on which transferred to the Coast Guard Reserve and concurrently released. Travel time is not allowed in computing entitlement.

6. Termination of Officer Status Under Temporary Appointment. The date prior to the date of termination of the appointment, except that entitlement accrues for:

   a. The date of termination of the appointment if member is discharged or dismissed from permanent status on the date of termination.

   b. The date of termination of appointment if the officer's resignation becomes effective on the date of termination.

   c. The date the appointment is terminated if the officer is released from AD on termination date.

   d. The date prior to the date the officer is placed on the retired list.

   e. The date prior to the date of acceptance of a permanent appointment as an officer when the temporary appointment is terminated upon acceptance of the permanent appointment.

7. Reduction in Rate. Pay and allowances of rate from which reduced accrue to and including date prior to effective date of reduction in rate. When an erroneous promotion is revoked, normally the reduction in pay and allowances is effective on the day prior to the erroneous promotion. However, if the member served at the higher grade in a "de facto" status (i.e., the member was promoted by competent authority and performed duties of the higher grade), the member is entitled to pay and allowances of the higher grade up to the day before the date of discovery of the erroneous promotion.

8. Fraudulent Enlistment.

a. Void Enlistments. The enlistments of individuals enlisted below the minimum statutory age who are still below that age when that fact is discovered and the enlistments of individuals who are mentally incompetent are void, and, upon a definite determination of such facts, the individual's pay and allowances are to be stopped and he or she shall be released from military control. There is no entitlement to pay and allowances beyond the date of determination of the fraud, but the individual retains amounts paid prior to the date of determination, if the payments were otherwise proper. The individual is not entitled to lump sum leave payment.

b. Voidable Enlistments. The Government may determine in these cases to waive the fraud or release the individual from military control. A third option would be to waive the fraud, then administratively discharge the individual (see (1), (2), or (3) below). Pay and allowances are to be suspended upon a definite determination that the member's enlistment was fraudulent. There is no entitlement to pay and allowances beyond the date of determination of the fraud, unless the fraud is subsequently waived by the Government. The Government's decision to waive the fraud or void the enlistment and release the individual from military control should be contemporaneous or as contemporaneous as possible with the date of determination of the fraud so as to avoid retaining control over an individual whose status as a military member is void.

(1) If the Government waives the fraud and retains the individual on active duty, the suspension shall be removed and pay and allowances shall be continued.

(2) If the government decides to release the individual from military control, no entitlements accrue beyond the date of determination. The individual is not entitled to Lump Sum Leave (LSL) payment.

(3) If the Government chooses to waive the fraud and administratively discharge the individual by reason of misconduct (fraudulent enlistment) under Article 12.B.18 of the Personnel Manual, COMDTINST M1000.6 (series), pay and allowances accrue through the date of discharge and the individual is entitled to LSL payment.

*Note: When a fraudulent enlistment occurs due to the concealment or misrepresentation of a material fact that would have disqualified the individual for enlistment, there is actually no entitlement to pay and allowances for any period served during the fraudulent enlistment; however, by analogy to the rule applicable in the case of de facto officer, the member is permitted to retain amounts paid prior to the date of determination or date of discharge, as appropriate, if the payments were otherwise proper.

c. ACO Concerns. An ACO is entitled to credit for proper payments to a member who fraudulently enlisted, if payments were made without the knowledge of the fraud and before the Government rescinded the contract (11 Comp Dec 710).

d. Physical Condition. Failure to discover that the physical condition of an enlistee was such as would warrant rejection for military service does not deprive a member of the right to pay and allowances or of the status of being entitled to basic pay.

G. Continuation of Pay Under Special Circumstances.

1. Recalled to Active Duty. Officers and enlisted members recalled to AD by orders of competent authority after retirement are entitled to AD pay until the date of actual release from AD.

2. Retirement Orders Received Subsequent to Effective Date. Officers and enlisted members are entitled to active duty pay and allowances to and including the date of actual receipt or knowledge of retirement orders.

3. Retained for Convenience of the Government. If an enlisted member is retained for the convenience of the Government beyond the term of enlistment or beyond the expiration of obligated service, the member is entitled to pay and allowances for the period of retention. A member retained under any of the following conditions is considered to have been retained for the convenience of the Government, see Chapter 12, Personnel Manual, COMDTINST M1000.6 (series).

   a. Hospitalization With Member's Consent. Enlistment expires while the member is suffering from a disease or injury incident to service (not because of misconduct) and is in need of medical care or hospitalization. An enlisted member so retained is entitled to receive pay and allowances until recovered to such an extent as would enable the member to meet the physical requirements for reenlistment or until it is determined that the disease or injury is of a character that recovery to such an extent would be impossible, whichever is earlier. If medical care of hospitalization was due to member's misconduct, pay and allowances terminate on date of expiration of term of service.

   b. Services Essential to Public Interest. The member's services are considered essential to the public interest. Basic pay and allowances accrue to the member for the period plus a 25 percent increase in basic pay as provided in section 2-L.

   c. Court-Martial Action. The enlisted member is awaiting trial, undergoing trial, or awaiting the results of a trial, and is acquitted. Pay and allowances accrue until the member is separated from the Service.

   d. Detained in Time of War or National Emergency. If a member is detained beyond the time of enlistment under the provisions of 14 U.S.C. 367, entitlement to pay and allowances continues without regard to the fact that the member may be in a status such as awaiting trial by court martial.

H. Saved Pay.

1. Authority. The statutory authority for saved pay is 14 U.S.C. 214(d) and 37 U.S.C. 907. An officer temporarily appointed under the authority of 14 U.S.C. 214, or permanently appointed under other provisions of law, or an enlisted member who accepts a permanent or temporary appointment as a Regular or Reserve officer must, following appointment, be paid the greater of the following:

   a. Officers.

      (1) The pay and allowances of the grade to which permanently or temporarily appointed.

      (2) The pay and allowances to which entitled at the time the appointment became effective and continued to receive increases in pay and allowances for that grade.

   b. Enlisted Members.

      (1) The pay and allowances to which entitled as an enlisted member immediately prior to appointment and continued to receive increases in pay and allowances authorized for that grade.

      (2) The pay and allowances to which the member thereafter becomes entitled as an officer.

2. Items Included in Computation. The following items of pay and allowances are for inclusion in computation of saved pay:

   a. Basic pay.

   b. Basic allowance for housing (BAH).

   c. Basic allowance for subsistence (BAS).

   d. Special pay for diving duty.

   e. Career sea pay (CSEAPAY), career sea pay premium (CSEAPAY PREM) and hardship duty pay-location (HDP).

   f. Imminent Danger Pay (IDP).

   g. Incentive pay (aviation) for the performance of hazardous duty.

   h. Family separation allowance (FSA), and Family separation housing (FSH). Refer to 46 Comp Gen 57 (1966).

   i. Station allowances.

   j. Special duty assignment pay to which entitled had the member not been appointed as an officer. Refer to 48 Comp Gen 12 (1968).

k. Cash clothing allowances (initial or maintenance) except when an officer is eligible for payment of a uniform allowance.

3. Restrictions. Saved pay is governed by the following restrictions. Refer to 45 Comp Gen 763 (1966).

a. A member entitled to saved pay is not authorized the basic pay for one grade and allowances for another.

b. The saved pay amount shall be reduced when a member loses entitlement to specific items shown in sections 2-H-2.d. through 2-H-2.g. However, these specific items shall again be included in saved pay if the member later qualifies for such items. Refer to 46 Comp Gen 57 (1966).

c. A member is not entitled to an increase in saved pay because of promotion to a higher permanent grade (in the case of a temporary officer).

d. BAH and quarters-in-kind are regarded as alternatives. BAH may be continued as an item of saved pay and will be paid whenever it is not forfeited because the member is assigned to Government quarters.

e. BAS is an alternative to subsistence-in-kind. Since officers are not authorized subsistence-in-kind, a member on saved pay is entitled to BAS (including SEPRATS), depending on whether a Government mess is available for the enlisted members at the current duty station. SEPRATS will be credited without regard to approval to mess separately during periods of sea duty and other times that a mess is available for enlisted members.

f. Family Separation Housing (FSH) may be continued as an item of saved pay under the same conditions as BAH. If the member was entitled to Family Separation Allowance (FSA) due to enforced separation at the time of appointment, the allowance may be included in the computation of saved pay until entitlement ends. FSA may be reinstated as an item of saved pay for future periods during which the member again qualifies. Refer to 46 Comp Gen 57 (1966). Other items of special or incentive pay may be reinstated if a member again qualifies for them.

g. Special duty assignment pay, incentive pay for hazardous duty, special pay for diving duty, imminent danger pay, career sea pay, career sea pay premium and hardship duty pay – location, may be retained as items of saved pay only as long as the member continues to perform the duty and would be eligible to receive payment by remaining in the former status (48 Comp Gen 12).

h. A break in service (release from active duty or discharge) does not disqualify a member for the saved pay and allowance entitlements of this section.

4. Determination Required. The Human Resources Service and Information Center will determine whether the pay and allowances of the grade to which appointed equals or exceeds the pay and allowances of the former grade. In cases where the pay and allowances for the former grade exceed the pay and allowances of the new grade, the member is placed into a saved pay status. When the member is transferred to or from sea or overseas duty, completes an additional period of service, is affected by a statutory pay increase or other change which affects pay and allowances, pay will be recomputed and, if required, saved pay changes to the pay for the member's current grade.

I. Pay Entitlement for Authorized Leave and Authorized Absence.

1. Authority. 10 U.S.C. 701-704 contains the authority for granting leave accruing to members of the Armed Forces. Detailed regulations which contain authority for payment of unused accrued leave are prescribed in Chapter 7, Personnel Manual, COMDTINST M1000.6 (series).

2. Entitlement During Leave Periods. A member is entitled to proper credit of full pay and allowances during periods of leave except as provided in figure 2-4.

3. Definition of Full Pay and Allowances. The term "full pay and allowances" for the purpose of this section means:

   a. Basic pay.

   b. Special pays.

   c. Incentive pay for hazardous duty.

   d. Basic allowances for housing (BAH) and subsistence (leave rations for enlisted members).

   e. Personal money allowance.

   f. Clothing maintenance allowances.

   g. Family separation allowance and family separation housing.

   h. Station allowances.

4. Determination of Excess Leave and Authorization to Carry-Over Advance Leave; Effective 14 November 1986.

a. When Carryover of Advance Leave is Authorized. Members may elect to carry all or part of an advance leave balance over to a new term of service when discharged for the purpose of:

(1) Reenlistment within 24 hours of discharge or extension of any enlistment.

(2) Accepting an appointment as a warrant or commissioned officer of the Armed Forces.

Carry-over shall not exceed the number of days or fraction of days the member will accrue in the new enlistment or term of service or 30 days, whichever is less.

b. When Advance Leave Becomes Excess. Advance leave becomes excess leave and requires collection of pay and allowances under the following conditions:

(1) Discharge for the purpose of reenlisting, extension of enlistment, or accepting an appointment as a warrant or commissioned officer. Only the amount of advance leave over 30 days becomes excess.

(2) When the advance leave balance exceeds that which will accrue in the new enlistment or term of service (e.g, enlistment or extension(s)) including when an agreement to extend is cancelled by the service. If an agreement to extend is cancelled by the member for the purpose of immediate reenlistment, collect under section 2-I-4.b.(l) above, if applicable.

(3) Relief from active duty.

(4) Appointment as a cadet or midshipman at a Service academy.

(5) Death.

(6) Return from a period of leave which was in excess of the number of days leave and fractions thereof member will accrue prior to the normal expiration of current enlistment or term of active service. The term of an extension(s) will be considered when determining the normal expiration of current enlistment or term of active service. Extensions(s) will be considered from the date the member agrees to the extensions(s). Excess leave properly charged prior to the date a member extends a term of service (reenlistment, appointment, or agrees to extend voluntary or is involuntarily extended) will not be affected, and under no circumstances will pay and allowances previously collected be refunded. (See section 2-I-6 when it is known at the time that leave is granted that the member will be in an excess leave status).

5. Amounts to be Collected.

   a. Collection is computed on the basis of pay and allowances actually received by the member during the period of leave involved.

   b. However, BAH shall continue to be paid to a member with dependents in pay grade E-4 (4 years or less service) or below, for a period not to exceed two months during an excess leave status, unless it is anticipated that the member will not return to duty (e.g., in an appellate leave status). The two-month period shall be computed from the first day of excess leave.

   c. Member in an excess leave status do not accrue leave during periods of excess leave. Computation of the number of days in an excess leave balance which accounts for this nonaccrual may result in a total which includes a fraction. Pay and allowances shall be collected for the number of days, to include fractional days. In the case of fractional one-half days, they are considered to occur on the first day of excess leave involved.

6. Pay and Allowances During Excess Leave. Members on excess leave are not entitled to pay and allowances, except as noted in section 2-I-5, as follows:

   a. When the complete period of leave is granted as excess leave, pay and allowance accrual will be stopped beginning with the first day of leave.

   b. When a portion of the leave is granted as advance leave and a portion granted as excess leave, pay and allowance accrual will be stopped beginning with the first day of excess leave. Members in an excess leave status are considered to have a rate of pay.

AUTHORIZED ABSENCE – AFFECT ON PAY AND ALLOWANCES

RULE	A	B	C	D
	When a member is absent from duty	and	then the member	and the period of absence is
1	on authorized leave	such leave is: a. regular accrued leave b. emergency leave c. delay enroute	is entitled to otherwise proper credit of full pay and allowances during the period of absence	charged as leave.
2		in advance of that accrued		charged against leave as it accrues (note 1)
3		such leave is: a. Academy graduation leave b. sick or convalescent c. compensatory absence d. liberty e. proceed time		not chargeable against leave.
4	at home in an awaiting orders status pending final action on the physical evaluation board proceedings	leave was not specifically granted in the member's orders	is entitled to pay and allowances as follows: a. Basic pay b. BAS – officers and enlisted members (note 4) c. BAH (note 2) d. Clothing maintenance allowance	chargeable to leave to the extent possible. (note 3)
5	on excess leave		not entitled to pay and allowances except BAH under section 2-I-5 (note 5)	not chargeable as leave.

Notes:

1. Refer to section 2-I-5 for collection requirements when advance leave is changed to excess leave.

2. Members without dependents are entitled to BAH in accordance with chapter 3.

3. Excess leave which may result during such absence is not charged. However, a negative leave balance which existed prior to the member being ordered home awaiting orders status continues until separation or retirement, at which time it shall be collected as excess leave.

4. Enlisted members are entitled to BAS at the SEPRATS rate.

5. A member separating effective l March whose separation leave period through 28 February (or through 29 February during leap year) results in excess leave, is not entitled to pay and allowances for 29 and 30 February (or for 30 February during leap year). These days are not considered days of excess leave, however, the member is considered to be in a non-pay status through 30 February, (5 Comp Gen 935). See computation of pay in Chapter 21, Source Data Automation II User Manual, HRSICINST M5231.2 (series).

FIGURE 2-4

J. Withholding Pay for Unauthorized Absence and Other Lost Time.

1. Effect on Pay and Allowances. The types of unauthorized absence and other lost time and their effect on pay and allowances are shown in figure 2-4. Forfeitures of pay and allowances will be computed as follows:

   a. When Pay Stops. Check 1 day's pay for each full day of absence. Unauthorized absence of 24 consecutive hours or less does not affect pay or allowances. This applies even though the absence involves parts of 2 days. Begin checkage on the day members absent themselves without authority. This includes:

      (1) The day leave, liberty, or authorized travel time expires, if hour of expiration is prior to 2400. When the hour of expiration is 2400, begin checkage on the following day.

      (2) The day of admission to the sick list if the member is absent due to disease caused by and immediately following intemperate use of alcoholic liquors or habit-forming drugs.

      (3) The day taken into custody by civil authorities.

      Exception: If a member is held in civil custody while on authorized leave the member is entitled to pay and allowances until the leave expires.

   b. When Pay Resumes. A member is entitled to pay and allowances on the day of return to Armed Forces jurisdiction or to a duty status, as appropriate. Entitlement accrues even though the member is not immediately returned to the member's regular duty station.

2. Unauthorized Absence and Desertion. A member who absent from duty without authority is considered absent without leave. It is the commanding officer's determination whether the member's status is termed absent without leave (AWOL), absent over leave, or desertion.

   a. Determination by Court-Martial Sentence. A member found guilty of unauthorized absence by a court-martial forfeits pay and allowances for the period of absence. BAH for members (with dependents) serving in pay grades E-l through E-4 (4 years' or less service) may be paid (to and for the support of dependents) for a maximum period of 2 months as prescribed in section 3-F-18. An acquittal (or disapproval by the reviewing authority, in the case of conviction) affects only the disciplinary aspects of the absence. It does not prevent an administrative determination that the member was AWOL.

   b. Administrative Determination of Unauthorized Absence. When a member is in an unauthorized absence status, an administrative determination must be made as to whether the absence was unavoidable. Chapter 7, Personnel Manual, COMDTINST M1000.6 (series) and figure 2-4 contain rules for determining whether the absence was unavoidable. If it is not excused as unavoidable, the member (including one mentally competent) forfeits pay and allowances for the period of absence, except BAH under 2-J-2.a. This applies even though a court-martial finds the member not guilty of a charge of unauthorized absence, or when a finding of guilty has been disapproved by the reviewing authority (48 Comp Gen 792).

c. Discharge for Desertion. A discharge for desertion is conclusive evidence of desertion for purposes of forfeiture of pay, even in the absence of trial by court-martial.

3. Absence in Custody of Civil Authorities. For entitlement to pay and allowances for the period of entitlement, see rules 4, 5, and 6 of figure 2-5.

a. Pay Earned Prior to Arrest. The member may be paid all pay and allowances earned before the date of arrest and confinement if authorized by the commanding officer.

b. Member Released on Bail. When a member is released on bail, withhold pay and allowances for the period member was in custody pending final action by civil authorities.

c. Member on Leave. If a member is held by civil authorities while on authorized leave, member is entitled to pay and allowances until leave expires, even though member is convicted of an offense.

d. Civil Confinement Term. Personnel convicted and sentenced to a term of civil confinement who are released from the confinement facility during the normal workday under a Work Release Program are entitled to pay and allowances for each day of full duty performed commensurate with their grade and military specialty.

4. Absence Due to Disease. Refer to rule 3 of figure 2-5 for entitlement to pay and allowances while a member is sick due to own misconduct.

a. When Pay Is Not Forfeited. Pay is not forfeited for absence from duty caused by:

(1) An injury.

(2) A disease, except under rule 3 of figure 2-5.

(3) Simple drunkenness, if not coupled with chronic alcoholism or intemperate use of habit-forming drugs.

(4) Venereal disease, whether or not due to misconduct.

b. BAS and BAH Credits. A member does not forfeit entitlement to BAS and BAH while absent because of misconduct. Continue otherwise proper credit for these allowances.

c. Personal Expense Money. If a member forfeits pay for more than one month under the conditions of this section, the member is entitled to $5.00 a month for personal expenses for each full month that member forfeits pay. This payment will be made even though member is indebted to the United States. The term “full month” is the period from a date in 1 month through the preceding date in the following month.

5. Military Confinement.

a. Pay and allowances accrue to a member in military confinement except:

(1) When confined by military authorities for civil authorities. Refer to section 6-C and rule 10 of figure 2-5.

(2) When pay and allowances are forfeited by court-martial sentence. Refer to section 6-C and rule 10 of figure 2-5.

(3) See figures 3-2, 3-6, 4-3, 4-5, and 4-6,for entitlement to special pay and allowances during confinement.

b. Confined Awaiting Trial When Enlistment Expires. Pay and allowances end on date enlistment expires. If member is acquitted when tried, pay and allowances accrue until member is discharged. Refer to 30 Comp Gen 449.

c. Serving Court-Martial Sentence When Enlistment Expires. Pay and allowances end on date the enlistment expires. They will not accrue again until the date member is restored to a full duty status unless the sentence is completely overturned or set aside (11 Comp Gen 342).

d. Return to Military Control After Enlistment Expired. An absentee who surrenders or is apprehended after the term of enlistment has expired is not entitled to pay and allowances until the member is restored to a full duty status. This also applies whether retained solely for trial or discharge, whether trial is barred by the statute of limitations, or whether the member will later be returned to duty (9 Comp Gen 323, MS Comp Gen B-23804, 21 February 1942 and B-113109, 30 January 1953).

e. Confined While In a Status of Being Held In Service To Make Up Lost Time. An enlisted member continues in a pay status, except to the extent that the member's pay may be forfeited by court-martial. This pay status terminates if in confinement on the date the member's normal term of service, as extended to make up lost time, would have expired, even if restored to duty at a later date (Gen 488 and 47 Comp Gen 487).

f. Confinement Deferred or Prisoner Restored to Duty. A prisoner in a non-pay status is entitled to pay and allowances when service of sentence to confinement is deferred or member is restored to a full duty status. Refer to paragraph 88f of MCM 1984.

g. Absentee Term of Enlistment Expires. An enlisted member, whose enlistment expires while AWOL, is not entitled to pay and allowances upon return to military control for the period member was confined while awaiting trial and disposition of the case, if member's conviction becomes final and return to full duty has never been effected. Pay and allowances will accrue if the member is returned to full duty upon return to military control for the purpose of making good lost time (37 Comp Gen 380, 9 Comp Gen 323, and 3 Comp Gen 676).

h. Absentee Returns Prior to Enlistment Expiration. The pay and allowances of an absentee who surrenders or who is apprehended before the expiration of the enlistment period will accrue from the date of return to military control.

i. Enlistment Expires Before Trial. An enlisted member retained in service (not in confinement) for the purpose of trial by court-martial is not entitled to pay for any period after expiration of enlistment unless acquitted or charges are dismissed, or the member is retained in or restored to a full duty status (MS Comp Gen B-131446, 26 June 1957).

j. Member in Correctional Custody. Pay and allowances accrue to a member in correctional custody imposed by nonjudicial punishment; correctional custody is not considered confinement.

UNAUTHORIZED ABSENCE AND OTHER LOST TIME –
EFFECT ON PAY AND ALLOWANCES

RULE	A	B	C
	When a member is absent from duty	and	member
1	without authority (AWOL), over leave or liberty, excess travel enroute	the absence has been excused as unavoidable	is entitled to otherwise proper credits of pay and allowances. (40 Comp Gen 366) (note 1)
2		the absence was not excused as unavoidable	is not entitled to pay and allowances except BAH under section 3-F-18.
3	for more than 24 consecutive hours as a result of a disease	the disease was caused by and immediately follows member's intemperate use of alcoholic liquors or habit-forming drugs	is entitled to allowances but not basic pay, special or incentive pay. (note 2)
4	in confinement by civil authorities or by military authorities for civil authorities	member is being detained as a witness before a civil court	is entitled to otherwise proper credits of pay and allowances
5		the absence was excused as unavoidable	
6		the absence was not excused as unavoidable	is not entitled to pay and allowances, except for that part of the period that is covered by authorized leave and BAH under section 3-F-18.
7	in confinement by military authorities for a foreign civil offense (note 3)	indictment by the foreign country is pending	is entitled to otherwise proper credit of pay and allowances for period before the date member is charged or indicted by the foreign country.
8		has been charged or indicted by the foreign country	is not entitled to pay and allowances, except for that part of the period that is covered by authorized leave and BAH under section 3-F-18. (36 Comp Gen 173) (note 4)
9	in military confinement (other than for civil authorities)	is awaiting trial by court-martial or serving a sentence of confinement which did not include a forfeiture of pay	is entitled to otherwise proper credits of pay and allowances
10		is serving a court-martial sentence which includes a forfeiture of pay and allowances	is entitled to pay and allowances accruing before the date the sentence was approved by the convening authority and to any unforfeited pay and allowances accruing after the date.
11	as a deserter	was found guilty of desertion by a court-martial or was administratively discharged for desertion	forfeits all pay and allowances including that due on the first day of desertion. (note 5)

Notes:

1. Enlisted members are entitled to subsistence at the rate prescribed when permission to ration separately (SEPRATS) is granted unless they were subsisted at Government expense.

2. Member is not entitled to pay and allowances for period of hospitalization after expiration of enlistment.

3. Use this rule only in cases where the foreign country has jurisdiction under the terms of a treaty or other agreement with the United States. Otherwise, use rules 5 and 6.

4. Should the absence be excused as unavoidable, the member is entitled to full pay and allowances.

5. Pay and allowances due on date of desertion will be used to satisfy debts due the United States and its instrumentalities.

FIGURE 2-5

RULES FOR DETERMINING WHETHER ABSENCE IS UNAVOIDABLE

RULE	A	B	C	D
	When the member is absent from duty	and	and	then the absence may
1	in confinement by civil authorities or by military authorities for civil authorities	is tried and acquitted		be excused as unavoidable. (notes 1 and 2) (7 Comp Gen 496) rule 2
2		charges are dismissed or member is released (or dies) without trial	it is clear that arrest and detention were not due to member's misconduct	
3		is released without trial upon member's agreement to make restitution or reparation for the alleged offense	member's commanding officer determines that absence was not due to member's misconduct	(39 Comp Gen 781) rule 3
4		is admitted to bail and trial is postponed indefinitely	it is apparent that the case will not be prosecuted	(10 Comp Gen 490) rule 4
5		was released because member's case was discontinued by the prosecutor or plaintiff or because the jury failed to agree		
6		is tried and convicted		not be excused as unavoidable.
7		is released under bond (not in a full duty status), pending appeal of member's case to a higher court	the appeal does not result in acquittal	(11 Comp Dec 755) rule 7
8		is discharged because of imprisonment or conviction by a civil court		(14 Comp Dec 116) rule 8
9		confinement is due to member's failure to obey a decree of a civil court		
10	without authority (AWOL) or over leave	the absence could not have been avoided by the member or by military authorities	the absence was not due to member's misconduct	be excused as unavoidable. (notes 1 and 2) (40 Comp Gen 366) rules 10-12
11	over liberty			
12		the absence could have been prevented by member or by military authorities		not be excused as unavoidable.

Notes:

1. The administrative determination will be made by Commandant (G-WPM) in cases involving: (a) Commissioned or warrant officers and (b) Enlisted members found to be mentally incompetent during period of absence. The commanding officer may make the determination in all other cases involving enlisted members.

2. If absence is not excused as unavoidable by the proper authorities, the member is not entitled to pay and allowances. (MS Comp Gen B-166803, 25 June 1969)

FIGURE 2-6

K. Pay and Allowances for Members of the Coast Guard Reserve on Active Duty (AD).

1. Authority. Under the provisions of 37 U.S.C. 204, a Reserve member on AD is entitled to the basic pay of the pay grade to which assigned in accordance with length of service.

2. Commencement of Pay. A Reserve member on AD is entitled to pay and allowances from the date indicated below:

   a. Officers.

      (1) Appointment on Original Entry. When a Reserve officer is ordered to AD coincident with acceptance of the original appointment, commence pay and allowances from the date of the acceptance of appointment as an officer by taking the oath of office. Commencement of travel in compliance with an order is considered acceptance for pay purposes, but do not make payment prior to formal execution of the oath of office (21 Comp Gen 819).

      (2) Promotion While on Active Duty. Commence pay and allowances of a Reserve officer promoted to a higher grade for duty performed from the date of the appointment thereto.

   b. Enlisted Members.

      (1) Enlists or Reenlists. When a person enlists or reenlists in the Coast Guard Reserve and is placed immediately on AD, commence pay and allowances from the date of enlistment or reenlistment.

      (2) Ordered to Active Duty. When a Reserve enlisted member is ordered to AD, other than an enlisted member immediately placed on AD on date of enlistment or reenlistment, commence pay and allowances from the date the member commenced necessary travel in compliance with such orders. Refer to section 2-K-3.

3. Pay and Allowances Entitlement During Travel Time. A Reserve member called to AD is entitled to AD pay and allowances for time allowed for necessary travel from:

   a. Home to first duty station (including time required for physical examination plus necessary travel time).

   b. Last duty station to home (except when released from AD for retirement, or dismissal, when discharged, or upon resignation).

   c. Terms and special conditions.

      (1) Allowable travel time is considered active duty for all purposes normally ascribed to active duty. The computation of allowable travel time, whether actual or constructive will:

         (a) For periods of active duty of 30 days or less, be based upon the rules contained in figure 2-7.

         (b) For periods of active duty of more than 30 days, be based upon the rules and provisions of the JFTR, Vol 1.

(2) A Reserve member who is ordered to perform active duty training (ADT-AT) and performs authorized inactive duty training (IDT) immediately before or after ADT-AT at or near the same site, and receives orders which direct performance of necessary travel to and from the ADT-AT site immediately before and after combined ADT-AT/IDT is entitled to active duty pay and allowances for allowable travel time, if any.

4. Restriction Against Dual Payments. A Reserve member who is in receipt of a pension, disability compensation, or retired pay, by virtue of prior military service, from the Government of the United States is prohibited from receiving compensation (including allowances for subsistence, quarters, and travel) for any period of AD, ADT-AT, or other duty, unless the member specifically waives or relinquishes such pay for the period of such AD.

5. Termination of Pay. Any amounts due a member for AD, or for travel home after release from such duty, may be paid before the member leaves the duty station, without regard to actual performance of the travel. If the member dies after payment, but before payment would otherwise be due, no part of the payment will be recovered by the United States.

   a. Release from Active Duty. Credit AD pay and allowances of Reserve members through the day the member arrives at home of record. Compute allowable travel time in accordance with figure 2-7.

   b. Release from AD for Retirement. Credit pay and allowances through date before date member is placed on retired list.

   c. Discharge or Death. Credit pay and allowances through date of discharge or death. Travel time is not allowable in computing entitlement.

   d. Resignation or Dismissal. Credit pay and allowances through the date the officer receives official notice of acceptance of resignation or notice of dismissal, unless a later date is specified.

   e. Definition of Last Day of Duty. On release from AD under orders which specifically authorized travel by private conveyance, day of detachment from the duty station is a day of duty. Travel status begins on the following day, unless the total distance to the member's home is 175 miles or less. In all other cases, travel status begins as of the actual hour of detachment stated in the release orders or 1630 hours if orders do not show detachment hour.

ALLOWABLE TRAVEL TIME – TRAVEL
BETWEEN PLACES WITHIN THE
CONTINENTAL UNITED STATES

RULE	A	B	C	D
	If ordered to active duty is for	and travel by	then, travel time allowed is	using
1	30 days or less	air transportation is reasonably available. (note 1)	computed on the basis of air transportation (not more than 1 day) for travel between places within the United States .(note 2)	actual commercial air schedules, and including the actual or estimated time to travel to and from air terminal (s) (but not more than 2 hours for each trip)
2		air transportation is not reasonably available for entire travel. (note 1)	computed as if actually performed by public surface transportation	actual schedules of fastest available mode. (notes 3 & 4)

Notes:

1. When the air terminal is within 50 miles of the active duty station and direct or connecting flights are obtainable within 50 miles of the place from which ordered to active duty.

2. Additional travel time may be allowed when there is an actual delay in air travel. The delay must have been due to reasons beyond the control of the member, such as mechanical failure, adverse weather conditions, excess passenger load, cancelled flights, illness of other passengers, etc.

3. Travel is not expected to start or end between midnight and 0600.

4. Travel days will not exceed the computed travel time. In the computation of travel time, use existing commercial schedules to determine the latest departure time that would permit arrival at the duty station on the reporting date and hour. On release from AD, use earliest schedule after release permitting arrival home by fastest available means, without regard to actual performance of travel. A member of a Reserve component who:

   a. Is ordered to perform active duty for training (ADT-AT),

   b. Performs authorized inactive duty training (IDT) immediately prior to or after ADT-AT at or near the same site, and

   c. Receives orders which direct performance of necessary travel to and from the ADT-AT site immediately prior to and after the period of combined ADT-AT/IDT, is entitled to AD pay and allowance for allowable travel time. The travel date will be specified in the AD orders. Full retirement point credit is earned for the period of IDT performed.

FIGURE 2-7

L. Increase in Pay for Retention Beyond Enlistment.

1. Authority. 14 U.S.C. 367(a)(1) and 10 U.S.C. 5540 authorize the payment of a 25 percent increase in basic pay to enlisted members retained beyond the expiration of their enlistment for a period of service essential to public interests.

2. Conditions of Entitlement. All of the following conditions must be present to be entitled to the 25 percent increase:

   a. Service is other than in time of war.

   b. Term of enlistment expires while member is serving on a vessel in foreign waters.

   c. Member has signified intentions of not reenlisting and did not voluntarily extend the enlistment, and desire to return to the United States.

   d. The senior officer present afloat certifies the retention is essential to the public interests.

3. Members Not Entitled to Increase. Enlisted members are not entitled to the increased basic pay if retained on AD after expiration of enlistment and:

   a. Stationed at shore stations.

   b. Stationed on ships on duty in waters in or around possessions and territories of the United States.

   c. Stationed on ships on duty in ports or waters within the sovereign jurisdiction of the United States.

   d. Retained due to lack of transportation.

   e. Retained merely because it is desirable to continue their services, or some benefit may be derived therefrom.

   f. Members of the Coast Guard Reserve who are retained on AD beyond the period of obligated service, as distinguished from the normal date of expiration of their enlistment.

4. Computation of Pay. During the period of retention, enlisted members are entitled to regular pay and allowances , under the same conditions as though the enlistment period had not expired, plus an increase in basic pay of 25 percent. The 25 percent increase is in the basic pay to which the member is entitled on the day before the period of retention began. The 25 percent increase in basic pay will not be used in computing:

   a. Cash settlement for unused leave on discharge.

   b. Physical disability or temporary disability retired pay.

   c. Disability severance pay.

   d. Reenlistment bonus.

5. Included in Death Gratuity. Include the 25 percent increase in basic pay in computing amount of death gratuity payable.

6. Termination of Increase. The 25 percent increase in basic pay continues through:

   a. Date of discharge, if the member is discharged within 30 days after arrival in CONUS.

   b. Date of transfer to a hospital for treatment.

CHAPTER 3

ALLOWANCES

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CHAPTER 3. ALLOWANCES

A. Basic Allowance for Subsistence (BAS)-Officers.

1. Authority. Under the provisions of 37 U.S.C. 402, officers entitled to basic pay are entitled to BAS at all times, except as indicated in figure 3-1.

2. Rate Payable. Effective 1 January 2001, the monthly BAS rate for officers is $160.42, regardless of grade or dependency status. This allowance is computed on a monthly basis in the same manner as basic pay.

3. Payment for Meals Required.

   a. An officer is not entitled to rations-in-kind and is required to pay cash for meals obtained in a Government mess. If an officer is deceased, mentally incompetent or otherwise incapable of paying for meals furnished in a hospital or other Government mess, or Government contracted mess, a checkage against the officer's pay account through PMIS/JUMPS may be executed. Use of the Pay Adjustment Authorization (DD-139) would document the checkage.

   b. When an officer is on field duty. Field duty is all duty under orders with troops operating against an enemy, actual or potential; or serving with troops participating in maneuvers, war games, field exercises, or similar types of operations, and:

      (1) the member is subsisted in a Government mess or with an organization drawing field rations, and is quartered in accommodations, normally associated with field exercises, or

      (2) students are participating in survival training and forage for subsistence and improvise their own shelter.

      Note: Members furnished quarters and subsistence obtained by contact may also be considered as performing field duty when so declared by a competent official.

C. Basic Allowance for Housing (BAH).

1. Authority for Payment. Under the provisions of 37 U.S.C. 403, effective 1 January 1998, in general, BAH provides to members a monthly allowance for housing. BAH is payable to members on active duty and will vary according to the grade in which serving or appointed for basic pay purposes, dependency status, and the permanent duty station (PDS) assigned. This allowance is authorized for members both "with" and "without" dependents. Applicable BAH rates are available at web site: www.dtic.mil/perdiem/bah.

2. Basic Allowance for Housing Definitions.

   a. **BAH-I** - BAH-I consists of the former allowances known as Basic Allowance for Quarters (BAQ) and Variable Housing Allowance (VHA).

   b. **BAH-II** – BAH-II is the equivalent to what used to be Basic Allowance for Quarters (BAQ). It does not vary by geographic location. It is the housing allowance, or is used to calculate the housing allowance, for members in particular circumstances, such as reservists on active duty less than 20 weeks (see figure 3-8), members with court-ordered child support, members in confinement, etc. See figure 3-9 (1 Jan 2001), for applicable rates.

   c. **BAH Differential (BAH-DIFF)** – BAH-DIFF is the housing allowance amount for a member who is authorized a basic allowance for housing solely by reason of the member's payment of child support. A member is not entitled to BAH-DIFF if the monthly rate of that child support is less than the BAH-DIFF. See figure 3-9 (1 Jan 2001) for applicable rates.

   d. **BAH Partial** – A member without dependents assigned to single-type quarters or is on field or sea duty, and is not entitled to receive a BAH, is entitled to partial BAH at the rates provided in figure 3-9 (1 Jan 2001) for applicable rates.

3. Conditions of Entitlement.

   a. BAH is payable to members on active duty and will vary according to the grade in which serving or appointed for basic pay purposes, dependency status, and unless approved otherwise for a designated location by Commandant (G-WPM-2), the permanent duty station (PDS) assigned (except as otherwise provided in section 3-F-18.)

   b. A member's prior PDS is the PDS for BAH purposes from the day the member departs the old PDS through the day before the member reports to the new PDS in compliance with permanent change of station (PCS) orders (if the member had been residing in government quarters at the old PDS, the member is entitled to BAH the date of termination of government quarters). See figures 3-7 and 3-11 for further guidance.

D. Basic Allowance for Housing (BAH)-Members Without Dependents.

1. Authority for Payment. Under the provisions of 37 U.S.C 403, members without dependents who are entitled to basic pay are entitled to BAH under the conditions in this section. Members without dependents who are entitled to basic pay are entitled to BAH-I as set forth in figure 3-7.

2. Computation. Compute BAH on the basis of a 30-day month, the same as basic pay. Prorate that portion of a month in which entitlement begins or stops. Do not count the 31st day of a month, BAH is not payable for the day unless the entire period of service is less than 30 days (i.e., a reservist on active duty for only 12 active duty days). In this case include the 31st day of a calendar month the same as basic pay.

3. Government Quarters - Responsibility for Assignment or Termination of Assignment.

   a. Assignment of Government Quarters. The commanding officer assigns and terminates quarters. The commanding officer also determines when quarters are "adequate" and "suitable" for assignment. Government quarters or housing facilities under control of the Uniformed Services are considered assigned, suitable, and adequate whenever occupied by a member at the permanent station without payment of rental charges. This includes quarters furnished a member without charge:

      (1) By an organization or institution on behalf of the United States.

      (2) By a foreign government for the member's official use.

      (3) When jointly assigned to one or more members without dependents.

      Note: A member is still considered assigned to government quarters when the member voluntarily vacates assigned quarters without approval of the commanding officer. (Pay grade E-7 and above, without dependents, may elect not to occupy assigned quarters unless denied permission by the Secretary concerned.)

   b. BAH for Date of Assignment of Quarters. Except when a member is entitled to BAH in accordance with figures 3-7, 3-11, and 3-12, BAH continues to accrue through the day before the date a member is assigned government quarters or begins to occupy government quarters at the permanent station.

   c. BAH for Date of Termination of Quarters. BAH accrues from the date the assignment to government quarters is terminated or the date that quarters are vacated as indicated in figures 3-7, 3-11, 3-12, and 3-13.

   d. Occupancy of Rental Quarters at a Service Academy. A member is entitled to BAH while renting quarters in a hotel on the grounds of a Service Academy.

   e. Members Assigned Ashore.

      (1) Members in pay grade E-7 and above assigned ashore are entitled to BAH-I without dependents, and if they meet the eligibility requirements, BAH-DIFF on behalf of a dependent(s) solely on the basis of payment of child support, if the member declines government quarters and maintains civilian quarters.

E. Basic Allowance for Housing (BAH)-Members With Dependents.

1. When Entitled To BAH. A member with dependents who is entitled to basic pay is entitled to BAH at the rates prescribed for members with dependents when:

   a. Adequate government quarters are not furnished for the member and dependents without payment of rental charge.

   b. Adequate government quarters are not furnished for the member's dependents, or all of the member's dependents are prevented by competent authority from occupying such quarters, even though quarters are assigned for the member's occupancy. This does not apply to the provisions of section 3-F-8.

   c. Dependents are not enroute or do not accompany the member to the permanent duty station, or the vicinity thereof, so as to preclude assignment of family quarters. Under such circumstances, the mere availability of quarters which could have been assigned does not defeat the right of a member to the BAH for dependents. See figure 3-10 for the location to be used in determining the member's with dependents BAH entitlement.

2. Limitation on Quarters Occupied by Member. Effective 20 April 1999, when adequate quarters are not furnished for a member's dependents, the member may not occupy, either at the permanent or TDY station, government quarters which exceed the minimum standards for the member's grade without dependents without affecting the right to BAH unless:

   a. These quarters are the only quarters available, and

   b. The quarters are not suitable for joint occupancy; or

   c. If suitable for joint occupancy, the quarters are jointly occupied with other members permanently assigned to the PDS.

3. Quarters Occupied During Special Duty Assignment. Effective 20 April 1999, a member, not accompanied by dependents, serving outside the United States, its territories, or possessions, in a duty assignment having official or diplomatic responsibilities involving officials of foreign governments, may be assigned to quarters that exceed the minimum standards for the member's grade without dependents, without affecting the member's right to BAH. The local CINC or major unit Commander is the appropriate authority to decide whether an assignment entails "official or diplomatic" responsibilities involving officials of foreign governments. However, such quarters shall not be available on a continuing basis for single occupancy, if they are adequate for assignment as family housing to members of similar grade.

4. Government Quarters Assigned or Occupied.

a. Quarters Not Designated as Family-Type Quarters. A member who is neither assigned to nor occupies government quarters is entitled to BAH or BAH-DIFF for dependents even though the dependents occupy government quarters not designated as family-type quarters. Examples of such quarters are:

(1) One room occupied by a member's spouse incident to employment as a domestic servant in quarters of a commissioned officer.

(2) Dormitory quarters occupied by a member's child at a school for dependents of military personnel.

(3) A hospital room occupied by a dependent under the Dependents' Medical Care Act. However, a member is not entitled to BAH or BAH-DIFF when a sole dependent is hospitalized in a government or civilian hospital under the Dependents' Medical Care Act and the member is assigned to and occupies government quarters (even though private quarters are maintained and occasionally occupied).

(4) Off base housing, non-government quarters, occupied by member's civilian spouse incident to employment overseas with Department of Defense Dependent Schools as a schoolteacher. **Note:** Member is separated from spouse by competent orders.

c. Quarters Furnished on Behalf of the United States. A member is not entitled to BAH or BAH-DIFF for dependents if the member and dependents are furnished adequate family quarters on behalf of the United States without rental charge. Examples of such quarters are:

(1) Family quarters furnished a member in an official capacity by a foreign government.

(2) Family-type quarters furnished by a state, county, municipal, or privately owned hospital to an officer serving on active duty as an intern or resident physician.

(3) Family-type quarters furnished by a college, university, or research facility as part of a fellowship, scholarship or grant.

d. Quarters Occupied by Dependents. A member furnished single-type quarters is not entitled to BAH on behalf of:

(1) A spouse who is a sole dependent and who is furnished quarters in kind as a civilian employee at a government hospital.

(2) A spouse who is a sole dependent and who is furnished government quarters while serving with the American Red Cross overseas.

(3) A sole dependent who is a student nurse in training at a government hospital. However, BAH is payable on behalf of a dependent who is a student nurse in training at a civilian hospital.

(4) A civilian spouse who is a sole dependent and who is furnished government quarters while assigned overseas with Department of Defense Dependent Schools as a schoolteacher.

(5) Dependents evacuated from a danger area, who occupy government housing facilities at a safe-haven. (See section 3-E-4.g. for exception when member must continue to pay for private housing).

(6) Dependents alone or when accompanied by the member, who occupy government quarters assigned to another member for more than 90 days at any one duty station. Occupancy for more than 90 days is of a permanent nature and BAH entitlement does not accrue for any portion of the period of such occupancy. Visits of 90 or less days are social visits and do not cause loss of BAH. Movement from one unit of quarters to another or in and out of the same unit, with or without a break, does not establish a new 90-day period.

(7) Any dependent(s), if one or more of the member's dependents occupy the quarters with the member on a permanent basis or on a social visit in excess of 90 consecutive days, unless other dependents are precluded by competent orders from residing with the member.

e. Quarters Occupied by Dependents During Member's Sea Duty or Field Duty. A member whose dependents temporarily occupy government quarters while the member is on sea duty or field duty is entitled to BAH for a period not to exceed 90 days. (See figure 3-11, rule 2).

f. Rental Quarters (Other Than Inadequate Quarters). A member and dependents occupying the following facilities on a rental basis are entitled to BAH.

(1) Any housing facilities, including trailers, under the jurisdiction of the government other than government quarters constructed or designated for occupancy without charge. The member may sublease such quarters to a temporary sub-lease with or without charge and neither the sub-lessor nor sub-lease will lose their right to BAH.

(2) A hotel on the grounds of a Service Academy.

(3) Quarters furnished a member in connection with service in a capacity other than that of a member.

g. Quarters at Safe-haven Temporarily Occupied by Dependents. A member is entitled to BAH for dependents when:

(1) The member's dependents occupy government-provided housing at a safe-haven area after emergency evacuation from private housing at the permanent station; and

(2) Due to conditions beyond the member's control, member is required to continue payment of rental for the private housing in order to house furnishings and belongings and to have quarters available upon return of the dependents.

(3) This entitlement will continue until such time as dependents are authorized to return to member's permanent duty station or arrive at a designated place as contemplated by JFTR, paragraph U5240-A.

5. Quarters Designated as Inadequate.

a. Entitlement to BAH-II. A member with dependents may be assigned designated inadequate quarters on a rental basis without loss of BAH-II. This does not apply to bachelor officer quarters, visiting officer quarters, guest houses, and similar type facilities, or to assigned quarters undergoing ordinary repairs. Orders stating that quarters were inadequate while repairs were being made do not operate to authorize BAH-II during the period involved.

b. Effect of Subleasing Inadequate Quarters. The member may share the quarters with others or permit occupancy by others while on leave. The member also may sublet the quarters on a rental basis without loss of BAH-II, the amount of rent being immaterial.

c. Rental Charge for Inadequate (Sub-standard) Quarters. Collect rent from the member at the fair rental value of the quarters, as established by base housing personnel. The rental charge for the quarters shall be the fair rental value of such quarters, not to exceed 75 percent of the member's with dependent BAH-II rate. Rental charge is independent of the amount and type of BAH-II being paid to the member. See also section 3-E-5.g. for assignment of inadequate quarters to members married to one another. A member's receipt of BAH-DIFF does not affect the rental charge.

d. Effective Date of BAH-II and Rental Charge. BAH-II and rental charge begin on the date of the member's assignment to such quarters or on the date the determination of inadequacy is effective, whichever is later.

e. Computation of BAH-II and Rental Charge. Compute BAH-II and rental charge on a 30-day month basis and prorate at one thirtieth of the monthly rate for each day inadequate quarters are assigned. Do not pay BAH-II or charge rent for the 31st day of a month. Pay three days' BAH-II and charge three days' rent when inadequate quarters are assigned on the 28th of February. Do not charge rent for the day the assignment is terminated; however, BAH-II accrues for the day of termination.

f. Inadequate Quarters Re-designated Adequate. Rental charges and BAH-II cease on the date rehabilitated inadequate quarters are re-designated as adequate government quarters. If a member's assignment was continued during the period of rehabilitation, the re-designation of adequacy is effective as of the first day of the month following the month in which the rehabilitation was completed.

g. Husband and Wife Entitled To BAH-II. When a husband and wife are both members who jointly occupy inadequate family quarters on a rental basis, use figure 3-12 to determine their respective BAH-II entitlements. The rental charge for the quarters shall be the fair rental value of the assigned inadequate family-type quarters, but may never exceed 75 percent of the with dependent BAH-II rate which would be payable to a member of the same grade and rank as the member under whose eligibility the quarters are assigned. The BAH-II paid to the respective members does not affect the amount of rent charged, even where a member is receiving BAH-II at the with-dependent rate. Collect in accordance with the Housing Manual, COMDTINST M11101.13 (series). For inter-Service marriages, the rental charge will be collected in accordance with the regulations of the Service furnishing the quarters.

6. Dependent.

a. Member with Dependents. A member is not entitled to BAH on behalf of:

(1) A minor child who is entitled to basic pay as a member on active duty in a Uniformed Service. This includes a minor child attending one of the Military Service academies where quarters are furnished by the United States.

(2) A spouse who is on active duty in a Uniformed Service of the United States and entitled to basic pay and allowances. For a guide to BAH entitlements when both spouses are in the military service and entitled to basic pay and allowances, and family type quarters are not assigned, refer to figure 3-12.

(3) A dependent for whom the member has been absolved of the requirement to provide support; for example, desertion without cause, marital infidelity. A letter request by the member for waiver of support must include information and evidence which will tend to support the charge of desertion without cause or infidelity on the spouses part. Evidence may be in the form of affidavits from persons who know the facts, letters from the spouse containing admissions, etc. Commandant (G-WPM) may waive the requirements for support of a spouse (but not children) in such cases. See Article 8.M.4, Personnel Manual, COMDTINST M1000.6(series).

(4) A dependent whose whereabouts is unknown and whose absence or whereabouts remains unexplained.

(5) A former spouse to whom the member is paying alimony.

(6) A dependent who occupies government quarters as a permanent residence without payment of a rental charge. (See section 3-F-10 for exception.)

b. Dependent Spouse in Foreign Service. A member is entitled to BAH on behalf of a spouse in military service of a government other than the United States. This applies even though furnished quarters or paid a monetary allowance in lieu of quarters by that government.

7. Annual Validation of BAH Entitlement and Certification of Dependent Status.

a. Annual Validation. 37 U.S.C. 403(a)(2) and 37 U.S.C. 404a(a)(5)(B)(4), as added by Public Law 102-90, requires members, both with and without dependents, to annually validate their entitlement to BAH. The Coast Guard has designated the month of November when members will verify their dependency data on form CG-4170A (BAH/Dependency/Emergency Data). The purpose of this verification is to ensure the data is correct and up to date. Members are also advised to review/update the CG-4170A upon arrival at each new permanent duty station. Refer to section 5-A-2 of the Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series), on occasions when all active duty, reserve members, and cadets, are to submit the CG-4170A.

b. BAH Entitlement for Failure to Validate CG-4170A: If a member who is receiving BAH fails to provide validation (annual) in a timely manner, commands will instruct the servicing PERSRU to stop BAH on behalf of dependents at the end of the month in which the validation is due, but continue to pay BAH at the appropriate partial or without-dependent rate unless the member is not entitled to that allowance for some other reason. Resume paying BAH at the with-dependent rate effective the date the member provides proper validation. Do not pay the higher rate retroactively in the absence of certification from the member's commanding officer that the failure to validate in a timely manner was for reasons beyond control of the member.

8. Dates To Start And Stop BAH. During Leave, Travel Status, Separation, and Other Situations, see figure 3-11. For general start and stops, see figures 3-13, 3-14, and 3-15.

9. Claim for Basic Allowance for Housing (BAH) by Dependent of Member who Dies on Active Duty.

1. Authority. Under the provisions of 37 U.S.C. 403(1)(2) dependents of any member who dies on active duty are entitled to 180 days of quarters allowance (BAH), at the rate for the members duty station when one of the following conditions exists:

a. The dependents do not occupy government quarters on the date of death.

b. The dependents are occupying government quarters on a rental basis on the date of death.

c. The dependents vacate government quarters within 180 days of the member's death.

d. The dependents cannot be claimed by another member for BAH.

2. Termination of Allowance. The allowance terminates 180 days after the date of the member's death.

3. Member Killed by a Dependent(s). When a member is killed by a dependent(s), the allowance is not payable to that dependent(s), unless there is evidence which clearly absolves said dependent(s) of any felonious intent (55 Comp Gen 1033).

4. Order of Payment. Payments to the surviving dependents will be made in the following order:

   a. Current spouse (not including a military spouse eligible to receive quarters allowance for the same dependents as the deceased member.);

   b. If there is no current spouse, the housing allowance will be divided equally among the dependents on whose behalf the member was entitled to receive with-dependents BAH.

Note: Payments under this section are not subject to collection against debts due the United States from the deceased member.

LOCATION OF MEMBER'S BAH RATE IS BASED UPON - MEMBERS WITH DEPENDENTS

RULE	A	B	C
	If member	and	then the payable BAH rate (for members entitled to (BAH) is that which is prescribed for (notes 3 and 4)
1	is assigned to a duty location within CONUS	dependents reside with or separately from the member	the members permanent duty station (PDS) unless member has a Secretarial waiver (see notes 1, 6, and 7))
2	is assigned to an unaccompanied tour at a PDS outside CONUS	dependents retain their permanent residence in the United States	the area within the United States where the dependents reside beginning on the date the member reports to the new PDS (notes 2 and 7).
3		dependents relocate their permanent residence in the United States (early return of dependents at government expense)	the area within the United States where the dependents reside beginning when one or more dependents arrive at the location of the new residence, or when the member reports to the new PDS in connection with the transfer, whichever is later (BAH rate based on old PDS continues through the day before the day the rate applicable for the location of the new permanent residence beings) (notes 2 and 7)
4		dependents relocate their residence while the member is serving an unaccompanied tour	the area within the United States where the dependents reside for the location of the old permanent residence through the day before the day one permanent residence is established. Entitlement to BAH at the rate applicable to the location of the new permanent residence will begin on the day one or more dependents arrive at that location. (notes 2 and 7)
5	is assigned to an unaccompanied tour at a PDS outside CONUS and the member is required to perform a TDY inside or outside CONUS, incident to a transfer to another unaccompanied tour	dependents reside inside the United States	the location of the permanent residence of the dependents (note 2)
6	is assigned to an unaccompanied tour at a PDS outside CONUS and the member is required to perform a TDY incident to a transfer in the United States		the location of the permanent residence of the dependents through the day before the day the member reports to the new PDS. Entitlement to BAH at the rate for the new PDS will begin on the day the member reports at that duty station (note 2)
7	is assigned to an unaccompanied tour at a PDS outside CONUS	dependents establish a residence in the United States incident to the member's transfer from an accompanied tour at a PDS outside the United States to an unaccompanied tour	the location where the dependents establish a permanent residence beginning when one or more dependents arrive at the location of the new residence provided all dependents have departed the overseas location (note 2).
8	is assigned to a ship or afloat unit		the homeport of ship or other afloat unit to which a member is assigned (note 1)
9	is in leave status away from PDS awaiting final discharge	incident to a PCS in the United States	old PDS
10	is processing for separation or retirement		old PDS unless the last PDS was outside the United States, in which case location for the processing station will be used.
11	was not paid BAH at the old PDS because government quarters were assigned		the old PDS beginning the day the member becomes entitled to BAH and the new PDS the day the member reports to the new PDS (provided the member is entitled to BAH at the new PDS).
12	was assigned to a duty location outside the United States		the new PDS on the date the member reports to the new PDS or the date the member reports at the TDY location if member reports there first; or the date the member reports to the TDY location if a new PDS is not named in the orders (provided the member is entitled to BAH at the new PDS).
13	in receipt of appropriate orders associated with a prolonged hospitalization determination	member was transferred from a PDS outside or inside the United States to a hospital in the United States for observation or treatment	the location of the hospital to which the member has been transferred.
14	dies on active duty while assigned to a PDS in the United States		the deceased member's PDS regardless of where dependents choose to reside (unless dependent's are in receipt of a waiver under notes 1, 6, and 7).

Continued on next page.

FIGURE 3-10

LOCATION OF MEMBER'S BAH RATE IS BASED UPON -
MEMBERS WITH DEPENDENTS (CONT'D)

RULE	A	B	C
	If member	and	then the payable BAH rate (for members entitled to (BAH) is that which is prescribed for (notes 3 and 4)
15	dies on active duty		location where the dependents reside or choose to reside in the United States (if dependents stay overseas their housing allowance will be based on the OHA rate for the location the dependents reside and then revert to BAH at the location where the dependents later decide to reside in the United States, on the date one or more dependents arrive at the location where they choose to reside or the date all dependents have departed the PDS location, whichever is later) (entitlement exists for 180 days after member's death).
16	dies on active duty	dependents reside in government quarters	dependents' location the day the housing facilities were vacated and continue for 180 days less the number of days the housing facilities were occupied following the date of the member's death.
17	is assigned to a duty location within CONUS	dependents are evacuated	the member's PDS (while member's PDS remains unchanged), if early return of the dependents to the vicinity of the member's PDS is anticipated; the member continues to maintain family type quarters at personal expense during the absence of the dependents; and the period for which such payment is made does not exceed 6 months (note 5).
18	member is assigned to a duty location at a PDS outside CONUS	command sponsored dependents are residing at a designated place in the 50 United States or the District of Columbia incident to an evacuation	location the dependents name as their designated place beginning on the day after the day on which per diem at the designated place terminates. (see notes 6 and 7).
19	is newly inducted, enlisted, reenlisted, or an officer candidate		location of the dependents

Notes to figure 3-10 are on page 3-43.

FIGURE 3-10 (cont'd)

Notes for figure 3-10:

1. A member assigned to a PDS in the United States is entitled to BAH at the rate applicable to the location where their dependents maintain a permanent residence if Commandant (G-WPM-2), acting on behalf of the Secretary of Transportation, determines it is necessary for dependents to reside in a military housing area other than the one in which the PDS is located when member is (see section 3-C-11 for assignment to unusually arduous sea duty):

   a. assigned to a PDS in an area where sufficient quantities of housing do not exist; assigned to unusually arduous sea duty and the
   b. dependents reside at or relocate to a designated place in the United States; assigned or is in receipt of PCS orders to a ship entering overhaul involving a homeport change and dependents are not relocated incident to the homeport change;
   c. in receipt of PCS orders to a unit with a promulgated change of homeport and dependents relocate to the announced homeport before the effective date of the homeport (or designated place in the United States if appropriate) before the effective date of the homeport change;
   d. disadvantaged as a result of reassignment for reasons of improving mission capability and readiness of the unit, in receipt of PCS orders between duty stations located in the same proximity, and disallowed movement of household goods (see JFTR U5355). Commandant (G-WPM-2), acting on behalf of the Secretary of Transportation, must issue a determination that a decision to implement this policy is in the interest of correcting an inequity incurred due to movement of the individual for purposes of improving mission capability and unit readiness; or
   e. assigned to indeterminate temporary duty, or temporary duty pending further orders. In addition to these cases, Commandant (G-WPM-2), acting on behalf of the Secretary of Transportation, may issue a determination if circumstances or conditions at the new PDS require the dependents to reside at a separate location. This determination is made only in cases where the necessity to reside separately is caused by conditions at the duty station. This does not cover a personal election of either a member or dependents as the reason for residing separately.

2. Applicable when dependents reside in, or during which all dependents return to, the United States to establish a permanent residence. None of these conditions are applicable when the dependents' residence and the member's new PDS are both in Alaska or Hawaii and the member is not entitled to FSH.

3. A member assigned to a PDS outside CONUS and authorized BAH on behalf of dependents residing separately from the member in the United States, is entitled to that allowance through the day before the day one or more command or non-command sponsored dependents arrive at the member's overseas location to establish a residence. This does not apply when dependents establish a residence in the vicinity of the member's PDS outside CONUS if the primary residence of the remaining dependents is in the United States and the member is entitled to BAH on behalf of those dependents.

4. In instances of multiple dependent location, the member will designate the primary residence of dependents. Rate for BAH will be based on this primary residence.

5. Commanding officers will review each case on its own merits; they will encourage members to terminate their family-type quarters when it becomes apparent that dependents will not return.

6. Effective 1 October 2000, a member assigned to a PDS in the United States under no-cost orders, as prescribed in section 3-C-8, may be authorized by Commandant (G-WPM-2) to receive BAH at the member's former PDS if the BAH rates at the former PDS are greater than the member's current PDS.

7. Effective 1 October 2000, if a member is assigned to a PDS, and the circumstances of that assignment require the member's dependents to reside in a different area, as determined by Commandant (G-WPM-2), then the member may be authorized BAH based on the member's last PDS <u>or</u> based on the area in which the dependent's reside, whichever Commandant (G-WPM-2) determines to be most equitable.

FIGURE 3-10 (cont'd)

BAH ENTITLEMENT; MEMBERS WITH DEPENDENTS ENTITLED TO BASIC PAY

RULE	A If member is	B and is entitled to BAH at the permanent station	C and the member and dependents temporarily occupy government quarters (note 1)	D and if the member is an	E then BAH entitlement
1	in a duty or authorized leave status not incident to PCS (includes accrued, advanced, or convalescent leave) (note 6).	yes	No		continues.
2			Yes		continues, but not more than 30 consecutive days at one location where government quarters are temporarily occupied. BAH for the 30-day period is not forfeited even if occupancy exceeds 30 days (notes 2 and 3).
3		no			does not exist. However, if quarters assignment at the permanent station is terminated while on duty at the beginning of or during leave, rules 1 and 2 apply on and after date of termination.
4	on excess leave	yes		officer or enlisted member in pay grade E-4 (over 4 years' service), or higher	does not exist except as provided in section 2-I-5 for members in pay grade E-4 (4 years' or less), and below (note 4).
5	in a duty, travel or leave status incident to PCS (includes TDY en route) (notes 6 and 8)		no		exists unless permanent government quarters are assigned or occupied.
6			yes (note 5)		Exists, but not more than 30 days at any location where government quarters are temporarily occupied. Entitlement does not exist if permanent government quarters are also assigned or occupied (notes 2, 3, and 7).
7	on TDY or TAD, not incident to PCS (notes 6 and 8)	yes	no		continues as long as the permanent station remains unchanged, except as restricted by section 3-E-2.
8			yes		continues, but not more than 30 consecutive days at one location where government quarters are temporarily occupied. BAH for the 30-day period is not forfeited even if occupancy exceeds 30 days (notes 2 and 3).
9		no			does not exist.
10	AWOL, not excused as unavoidable			officer or enlisted member	does not exist except as prescribed in section 3-F-18.

Continued on next page.

FIGURE 3-11

BAH ENTITLEMENT; MEMBERS WITH DEPENDENTS ENTITLED TO BASIC PAY (CONT'D)

RULE	A	B	C	D	E
	If member is	and is entitled to BAH at the permanent station	and the member and dependents temporarily occupy government quarters (note 1)	and if the member is an	then BAH entitlement
11	absent due to disease (as distinguished from injury) from alcohol or drugs, causing loss of pay	yes		officer or enlisted member	continues.
12		no			does not exist. However, if quarters assignment at the permanent station is terminated during an absence, BAH accrues on and after date of termination.
13	home on PCS awaiting further orders in connection with physical evaluation board proceedings		no		continues until member's retirement or discharge.
14			yes		does not exist.

Notes:

1. Does not apply to temporary occupancy of government quarters assigned to another member by a member and dependents, or dependents alone for a period of 90 days or less at any one duty station. Occupancy for more than 90 days is considered to be of a permanent nature and BAH entitlement does not accrue for any portion of the period of such occupancy. Movement from one unit of quarters to another or in and out of the same unit, with or without a break, does not establish a new 90-day period.

2. BAH credit continues if member has additional dependents who are precluded by competent authority from occupying government quarters or facilities furnished member and spouse, or spouse alone.

3. The intent of these entitlements (rules 2, 6, and 8) is that BAH continue for a maximum of 30 days at any one location. Movement from one unit of government quarters to another, or in and out of the same unit, at the same location, with or without a break in occupancy, does not break the consecutiveness and does not create new periods or extend the authorized 30 days without loss of BAH. Occupancy of government quarters at different locations creates a new 30-day period at each location. However, if government quarters at one location are considered to be occupied by a member at the same time the member occupies government quarters at a second location, a new 30 day period does not begin at the second location.

4. BAH does not accrue during excess leave if member is not to continue in service after leave expires. Example: A member on appellate leave status under article 7.A.21, Personnel Manual, COMDTINST M1000.6 (series).

5. Applies whether temporary occupancy of government quarters is at old station, while en route, or at new station. However, occupancy is limited to guest houses or other transient facilities. Family housing is excluded from such use.

6. The phrase, "incident to PCS," refers to whether or not the member is en route to a new permanent station under PCS orders.

7. Installation commanders may, for reasons of military necessity or relief from hardship, authorize non-TDY members affected by PCS orders to temporarily occupy government quarters beyond 30 days without loss of BAH.

8. Includes such status under permissive orders.

FIGURE 3-11 (cont'd)

BAH ENTITLEMENT AT PERMANENT STATIONS FOR SPOUSES IN UNIFORMED SERVICE - FAMILY-TYPE QUARTERS NOT ASSIGNED (See Notes 1-7 and 16-17)

	A	B	C	D		E		F	
RULE	When member A has depend-ents other than spouse (note 18)	and member B has depend-ents other than spouse (note 18)	and members acquire a child(ren) (note 8)	And single-type government quarters are assigned to (note 9)		Then member A is entitled to BAH as a member		And member B is entitled to BAH as a member (note 15)	
				Member A	Member B	With a dependent	Without a dependent (notes 11 and 13)	With a dependent	Without a dependent (notes 11 and 13)
1	No	No	No				X (note 17)		X (note 17)
2	No	No	No	X	X				
3	No	No	No	X					X
4	No	No	No		X		X		
5	No	No	Yes			X (note 10)			X
6	No	No	Yes	X	X	X (note 10)			
7	No	No	Yes	X		X (note 10)			X
8	No	No	Yes		X	X (note 10)			
9	Yes	No	No			X (note 12)			X
10	Yes	No	No	X	X	X (note 12)			
11	Yes	No	No	X		X (note 12)			X
12	Yes	No	No		X	X (note 12)			
13	Yes	No	Yes			X			X
14	Yes	No	Yes	X	X	X			
15	Yes	No	Yes	X		X			X
16	Yes	No	Yes		X	X			
17	Yes	Yes	No			X (note 14)			X
18	Yes	Yes	No	X	X	X		X	
19	Yes	Yes	No	X		X		X	
20	Yes	Yes	No		X	X		X	
21	Yes	Yes	Yes			X (note 14)			X
22	Yes	Yes	Yes	X	X	X		X	
23	Yes	Yes	Yes	X		X		X	
24	Yes	Yes	Yes		X	X		X	

Notes:

1. When family-type quarters are jointly occupied by the members, neither member is entitled to BAH, even though the dependents do not reside in the quarters, unless dependents are prevented by military orders from occupying quarters.
2. When husband-wife members are stationed at the same or adjacent military installations, both members are normally authorized BAH at the appropriate rate when family-type quarters are not assigned, notwithstanding the availability of adequate single quarters for either or both members.

Notes continued on next page.

FIGURE 3-12

3. Members may be considered stationed at the same or adjacent bases or shore installations when they are not precluded by distance from living together, or they actually commute on a regular basis, regardless of distance.
4. When husband-wife members have no other dependents and are precluded by distance from living together, they will normally be treated as members without dependents for purposes of entitlement to BAH (refer to figure 3-7).
5. When husband-wife members who are both entitled to BAH at the same or adjacent military installation are separated geographically by competent orders and one member remains assigned to the old duty station, that member normally will be authorized continuance of BAH notwithstanding the availability of adequate single quarters for assignment to either member.
6. BAH at the rate payable to members without dependents is authorized during travel status after departure from the old permanent station, or during a period of leave, delay en route, or proceed time between permanent duty stations, provided the members are in pay grade E-4 (4 years' or more service), and above, are not in receipt of BAH for other dependents, and are not assigned to government quarters en route or temporarily occupy government quarters for more than 30 days at any one location.
7. When not assigned to government quarters at the permanent station, BAH accrues for up to 30 consecutive days at one location where government quarters are temporarily occupied while in a duty or authorized leave status not incident to PCS. BAH for a 30-day period is not forfeited if occupancy exceeds 30 days.
8. Refer to section 3-F-2.
9. If either column in column D is blank, that member is not assigned to single-type government quarters.
10. For purposes of this table, the members have agreed that member A is to receive BAH at the with-dependent rate (See section 3-F-2.a.).
11. See figure 3-7 for BAH entitlement when a member is on field or sea duty.
12. When the dependents in column A, rules 9 through 12, are children from a prior marriage or illegitimate children residing with member A, the members may elect for member B to receive BAH for stepchildren, in accordance with section 3-F-12.b, and member A to receive without-dependent rate BAH when not occupying single quarters.
13. When one member enters a non-pay status, the other member may claim the member not entitled to pay and allowances as a dependent and be authorized to draw BAH at the with-dependent rate for the duration of the non-pay status if otherwise entitled (for exception, refer to section 3-F-14).
14. Members must elect which one is to receive the with-dependent rate BAH. If they cannot agree as to the election, the entitlement will rest with the senior member. Elections cannot be retroactive.
15. When one or both of the dependents in columns A and B are dependent parents of the members, both members may receive with-dependent rate BAH, if otherwise entitled. Also, when married members no longer share a common residence due to competent military orders, their entitlement to increased allowances or to government-furnished quarters should be determined separately, without regard to the general rule that all dependents of members are members of the same class for the purpose of determining allowance entitlements. Refer to sections 3-F-5 and 3-F-6 for BAH entitlement of divorced or legally separated members.
16. Members may temporarily occupy government quarters assigned to another member for 90 days or less at any one duty station without loss of BAH. Occupancy for more than 90 days is considered to be of a permanent nature and BAH entitlement does not accrue for any portion of the period of occupancy. Movement from one unit of quarters to another or in and out of the same unit, with or without a break, does not establish a new 90-day period.
17. Members below pay grade E-4 who are married to each other, have no other dependents, maintaining non-gov't quarters ashore, and are simultaneously assigned afloat, are entitled to receive at least <u>one</u> BAH without dependents allowance based on the most senior member's date of rank. Members below E-4 who are married to each other, have no other dependents, residing in non-gov't quarters ashore, and one is assigned afloat and the other assigned ashore, are again only entitled to receive at least <u>one</u> BAH without dependents allowance based on the senior member's date of rank.
18. When two members are entitled to BAH or BAH-DIFF on behalf of a child(ren) from a previous relationship or on behalf of a parent, when they marry and are stationed in the same area, all dependents are considered as one class of dependents, and only one BAH with dependent rate (including BAH-DIFF) is payable. If such members are assigned to different locations, and each member has physical custody of a certain dependent(s), two BAH with dependent allowances may be paid. Refer to section 3-F-2.

FIGURE 3-12 (cont'd)

DATE TO START BAH-MEMBERS WITH DEPENDENTS

RULE	A	B
	If member	then BAH begins on
1	enlists, or is called to extended active duty (EAD)	date of enlistment or entry on active duty, if member is not assigned government quarters for member and dependents on that date.
2	is appointed to commissioned or warrant officer status	date active duty pay begins, if member is not assigned government quarters for member and dependents on that date.
3	occupies government quarters with dependents and quarters assignment is terminated or member and dependents physically depart permanent station pursuant to PCS orders	date of termination of quarters assignment or date of PCS departure, unless dependents continue to occupy the quarters. If definite assignment of quarters was not required, then BAH begins the date quarters are vacated.
4	occupies government quarters with dependents and the quarters are declared inadequate	date on which designation of inadequacy of quarters is effective, if member and dependents continue to occupy such quarters.
5	acquires a dependent (marriage, birth, adoption, etc.) (note 1)	date dependent is acquired, if member is not assigned government quarters for member and dependent(s) on that date (note 2).
6	acquires a dependent while in an unauthorized absence status	date member is returned to a pay status after apprehension or surrender, if member is not assigned government quarters for member and dependents on that date (note 3).
7	claims dependent parent	date determined or approved by authority shown in figure 3-16.
8	claims doubtful dependent	

Notes:

1. Includes dependent acquired while member is on authorized leave.

2. Applies to:

   a. Sole dependent of officer or enlisted member.
   b. Any dependent on whose behalf a member is entitled to increased BAH.
   c. BAH starts with date of member's marriage even though the marriage occurs on same day as divorce from another member.
   d. When blood parents of an illegitimate child marry, the child becomes a legitimate dependent for BAH purposes.

3. If there has been any change in the status of dependents on whose behalf BAH existed on the date an unauthorized absence commenced, a member must reestablish the right to BAH.

FIGURE 3-13

DATE TO STOP BAH-CHANGES IN DEPENDENCY STATUS

RULE	A	B
	If the sole dependent	then stop BAH at 2400 hours of the day
1	dies	of death.
2	is divorced (note 1)	of the final decree of divorce (note 1))
3	is a spouse in a voidable (not void) marriage which is dissolved by final annulment decree	before date of the decree. (No payment of BAH may be made on or after date of the decree, regardless of credits accrued and not paid; BAH paid before the date of decree may be retained (notes 2 and 3)
4	is a spouse in an invalid (void) marriage	before discovery of invalidity of the marriage. (No payment of BAH may be made on or after date of discovery, regardless of credits accrued and not paid.) (notes 4 and 5)
5	becomes of age (except a child who is incapable of self-support because of mental or physical incapacity)	before the child's 21st or 23rd birthday. (note 6)
6	marries (regardless of age, or mental or physical incapacity)	of the child's marriage. (Applies even though child's marriage is to a Service member who is also entitled to BAH on child's behalf for that date.)
7	is adopted by a third party by interlocutory order or decree which has effected a changed legal relationship	before date of adoption (note 3).
8	is adopted by a third party and a final order or decree has been entered	before date of adoption.
9	enters military service	before day of entry into service.
10	is one who must be "in fact" dependent on member, and such dependency ceases	before date dependency ceases.

Notes:

1. Applies also when an affinitive relationship between a member and step-child ceases because of divorce from the child's parent.

2. Applies also when an affinitive relationship between a member and step-child ceases because of annulment of marriage.

3. The member is not entitled to BAH thereafter even though the member may be required to pay alimony for the support of the member’s former spouse. When the member is divorced and remarried on the same day, the member is entitled to BAH on behalf of the former spouse only on that date. If the divorced spouse, on date of final decree of divorce, marries another member who becomes entitled to receive BAH on account of a lawful spouse, both members are entitled to BAH on the spouse’s account for that day. (37 Comp Gen 451)

4. Pending receipt of advice from the Human Resources Services & Information Center, no checkage will be made for BAH received prior to the effective date of the annulment decree nor will payment of BAH be made after that date regardless of credits accrued and not paid.

5. No payment of BAH may be made on or after date or discovery, regardless of credits accrued and not paid. HRSIC will advise the PERSRU of adjustments required for prior BAH credits.

6. See section 3-F-12 for specific criteria.

FIGURE 3-14

DATE TO STOP BAH-OTHER THAN CHANGES IN DEPENDENCY STATUS

RULE	A	B
	If member	then stop BAH at 2400 hours of the day
1	is furnished government quarters at the permanent station, adequate for the member and dependents	before the day quarters are assigned (or before day occupancy begins, if definite assignment not made) (note 1).
2	is furnished quarters (cash or in kind) on behalf of the United States, adequate for the member and dependents	before day quarters are furnished.
3	and dependents occupy inadequate quarters which are rehabilitated and designated as adequate quarters	before effective date of re-designation as adequate quarters.
4	and dependents occupy government quarters at the permanent station during family's visit, not incident to PCS (note 2)	before commencing the eighth consecutive day of occupancy (note 3).
5	and dependents temporarily occupy government quarters while on leave (not incident to PCS), or while in a travel status incident to PCS, including delay en route chargeable as leave	see figure 3-11.
6	is absent without leave	
7	is discharged or released from active duty	of discharge or release.
8	is retired	before effective date of retirement.
9	dies	of death.

Notes:

1. When dependents are prevented from occupying the assigned quarters because of orders of competent authority, BAH continues until transportation is arranged for household goods and is available for the dependents (if prompt application is made), plus the normal travel time for dependents to the member's station.

2. Does not apply to temporary occupancy of government quarters assigned to another member by a member and dependents, or dependents alone, for a period of 90 days or less at any one duty station. Occupancy for more than 90 days is considered to be of a permanent nature and BAH entitlement does not accrue for any portion of the period of such occupancy. Movement from one unit of quarters to another or in and out of the same unit, with or without a break, does not establish a new 90-day period.

3. BAH credit continues if the member has additional dependents who are precluded by competent orders from residing with the members.

FIGURE 3-15

(2) Effective 1 July 1996, members assigned ashore in pay grade E-6, without dependents, may elect not to reside in Coast Guard Unaccompanied Personnel Housing (UPH) facilities if such facilities do not meet adequacy standards prescribed in Table 9-2, Coast Guard Housing Manual, COMDTINST M11101.13 (series). Such members will then receive BAH-I at the without dependents rate, and if they meet the eligibility requirements, BAH-DIFF on behalf of a dependent(s) solely on the basis of payment of child support.

(3) Members assigned ashore in pay grade E-5 and below may become entitled to BAH-I at the without dependents rate, and if they meet eligibility requirements, BAH-DIFF on behalf of a dependent(s) solely on the basis of payment of child support, only if there are no Coast Guard or Department of Defense (DoD) unaccompanied personnel housing (UPH) facilities available.

(4) A single member, E-4 and above, assigned ashore and receiving BAH without dependents, and if eligible, BAH-DIFF, and is assigned afloat in the same geographical area, is authorized upon reporting, to continue to receive BAH without dependents and the BAH-DIFF while maintaining their non-government quarters ashore. Upon completion of their afloat assignment, they receive PCS orders ashore to the same geographical area, the member will continue to receive BAH without dependents, and if they remain eligible, BAH-DIFF. Approval by Commandant(G-WPM-2) is not required. When executing a permanent change of station (PCS) orders out of the geographical area, their BAH entitlement will be re-evaluated upon reporting to the new command.

(5) A married couple, both E-4 with no dependents, assigned ashore receiving BAH without, and if eligible, BAH-DIFF, and both are subsequently assigned afloat, are both authorized to continue receiving BAH without and BAH-DIFF while maintaining their non-government quarters ashore. Upon completion of one, or both, of their afloat assignments, and both of their BAH entitlements have remained unchanged, the couple will continue to receive BAH without and BAH-DIFF if one, when transferred PCS ashore.
Approval by Commandant (G-WPM-2) is not required.

(6) A married couple, both in pay grade E-4 with no dependents, assigned ashore and both receiving BAH without, and if eligible, BAH-DIFF, and one of the members is transferred PCS afloat, the afloat member upon reporting is authorized to continue receipt of BAH without and BAH-DIFF while maintaining their non-government quarters ashore. Upon completion of the member's afloat assignment, and their BAH entitlement has remained unchanged, the member will continue to receive BAH without and BAH-DIFF.
Approval by Commandant(G-WPM-2) is not required.

(7) Members assigned ashore, and those members afloat authorized to reside ashore, who terminate their non-government quarters and are assigned to government quarters (barracks, shipboard berthing), or government leased quarters, lose their entitlement to BAH without dependents, but retain if eligible, their BAH-DIFF entitlement.

(8) A married couple, E-4 and below, who have no other dependents, and are assigned ashore, are normally assigned to family government-owned or government-leased quarters. If there is no family government-owned or government-leased housing available, both members may be authorized BAH without dependents (including BAH-DIFF), provided the members reside together in non-government quarters ashore. See the Table in section 3-D-3.f.(5) for guidance in the case where one of the members is transferred to Class "A" School.

f. Members on Sea Duty. See figure 3-7, rule 6, for BAH-I entitlements while on sea duty.

(1) E-6 and Above Without Dependents. Effective 1 July 1996, members stationed afloat in pay grades E-6 and above without dependents may have elected to receive BAQ/VHA (prior to 1 Jan 98) at the without dependents rate, and on 1 January 1998, BAH without dependents.

(2) E-5 Without Dependents. On or after 1 July 1997, commanding officers may authorize BAQ/VHA at the without dependents rate (prior to 1 Jan 1998) and BAH without dependents (1 Jan 1998 to present) to single E-5 members without dependents assigned afloat. This is provided that Coast Guard Unaccompanied Personnel Housing (UPH) facilities meeting adequacy standards outlined in the Housing Manual, COMDTINST M11101.13(series), Tables 9-1 and 9-2, are not available. Before commanding officers authorize these allowances, a release from mandatory assignment to Government quarters must be obtained from the servicing local housing authority as per Article 3.B.3, Housing Manual. The availability of DoD government quarters will not bar release from mandatory housing. The Coast Guard will not require members in pay grade E-5 assigned afloat to occupy DoD quarters.

(3) E-5 and Above Members Authorized to Receive BAH Without and BAH-DIFF. Effective 1 June 2000, members without dependents in pay grade E-5 and above who are assigned afloat, and are authorized to reside ashore, are entitled to BAH without dependents and, if they meet eligibility requirements, BAH-DIFF on behalf of a dependent solely on the basis of payment of child support. For E-5 members this authority is contingent upon the non-availability of Coast Guard or leased unaccompanied personnel housing (UPH) facilities meeting adequacy standards outlined in the Housing Manual, COMDTINST M11101.13(series), Tables 9-1 and 9-2. Before commanding officers authorize these allowances, a release from mandatory assignment to Government quarters must be obtained from the servicing local housing authority in accordance with the Housing Manual, Article 3.B.3. Members in receipt of BAH at the without dependents rate and BAH-DIFF who elect to terminate their civilian quarters and reside in government quarters (including aboard ship) lose their BAH without dependents entitlement but retain their BAH-DIFF entitlement.

(4) Afloat Members "Grandfathered". Effective 1 June 2000 those members afloat "Grandfathered" under section 3-F-15.b. who prior to 1 June 2000 were receiving BAH-II at the with dependents rate or regular BAH at the without dependents rate, have the option to (1) if residing in civilian quarters ashore, begin receiving regular BAH at the with-dependents rate, or (2) continue to reside in government quarters and receive BAH-II with dependents. These members who vacate their civilian quarters ashore and elect to reside in government quarters (including living aboard ship) may no longer receive regular BAH at the with-dependents rate but may reclaim their entitlement to BAH-II with dependents.

(5) Married Uniformed Service Members.

(a) E-4 and above members of the Uniformed Services, married to each other, who have no other dependents, and are assigned afloat, are both entitled to BAH without dependents, and if meeting eligibility requirements, BAH-DIFF, during the afloat assignment (so long as they continue to reside in non-government quarters ashore).

(b) E-3 and below members of the Uniformed Services, married to each other, who have no other dependents, and are assigned afloat, are entitled to receive at least one BAH without dependents allowance, and if meeting eligibility requirements, BAH-DIFF. The BAH Without allowance will be based on the senior member's date of rank (so long as they continue to reside in non-government quarters ashore).
Examples:

	Marital status	BAH entitlement
In theses examples, no family government quarters ashore are available		
A.	E-7 afloat married to E-5 afloat	E-7 – BAH without E-5 – BAH without
B.	E-5 afloat married to E-4 afloat	E-5 – BAH without E-4 – BAH without
C.	E-4 afloat married to E-4 afloat	Both E-4s entitled to BAH without
D.	E-4 afloat married to an E-2 afloat	E-4 – BAH without E-2 – Partial BAH
E.	E-3 afloat married to an E-2 afloat	E-3 – BAH without E-2 – Partial BAH
F.	E-3 afloat married to an E-3 afloat, E-2 afloat married to an E2 afloat	Determine BAH without entitlement based on date of rank. Or if the afloat units are located in different MHAs', the MHA with the higher BAH without rate. Examples: San Francisco – Oakland/Alameda Seattle – Everett
G.	E-3 afloat married to an E-2 ashore	E-3 – Partial BAH E-2 – BAH without
H.	E-2 afloat married to an E-4 ashore	E-2 – Partial BAH E-4 – BAH without
I.	E-4 afloat married to E-4 ashore	Both E-4s entitled to BAH without
J.	E-3 afloat married to an E-2 ashore. E-2 ashore receives PCS/TEMDUINS orders to "A" school.	E-2 – Prior to executing orders, may request via CGPC-epm-2 to have orders reissued as TDY to retain BAH without entitlement during school duration. E-3 – Continues Partial BAH while spouse attends "A" school.

(6) Members described in section 3-D-3.f.(5) who are entitled to BAH without dependents, are also entitled, if they meet eligibility requirements, to BAH-DIFF on behalf of a dependent solely on the basis of child support. These members are also entitled to COLA without dependents, where COLA is eligible.

4. Reserve Component Members-Without Dependents.

   a. Member Married to Member. Except in the case of a contingency operation, a reserve member married to another reserve member on active duty, without dependents, not assigned to government quarters, is entitled to single rate BAH-II, when called to active duty for 139 days or less. For such a reserve member on active duty for 140 days or more, BAH entitlements will be as prescribed in figure 3-12.

   b. See figure 3-6 for the location rate of BAH payable for reserve members entitled to BAH-I.

5. Missing Status. Members without dependents carried in a missing status are entitled to BAH-I at the without dependent rate.

6. Partial Basic Allowance for Housing (BAH) – Members Without Dependents (Occupying Government Quarters).

   a. Authority. 37 U.S.C 1009(c) implemented by Executive Order 11157, as amended and clarified by 56 Comp Gen 894 (1977) and 57 Comp Gen 194 (1977), authorizes payment of Partial Basic Allowance for Housing.

   b. Entitlement. A member without dependents who is assigned to single-type quarters or is on field or sea duty, and is not entitled to receive BAH-I or BAH-II, is entitled to partial BAH at the rates provided in figure 3-9.

   c. Conditions of Entitlement.

      (1) A member without dependents assigned to single-type adequate government quarters at the permanent station and entitled to partial BAH who is subsequently sick in a hospital (no PCS involved), continues to be entitled to partial BAH while hospitalized.

      (2) Except as provided in sections 3-D-3.e. and f., a member without dependents in grade E-6 or below 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, is assigned to government quarters and not entitled to BAH-I. Therefore, such member is entitled to partial BAH.

      (3) Partial BAH is not authorized during proceed time, leave en route, or travel time on PCS, including day of departure, unless member is assigned to single-type government quarters and not entitled to BAH-I.

      (4) Member married to another member who has no dependents other than the spouse is entitled to partial BAH when assigned to single-type government quarters. However, when such members are assigned to family-type government quarters they are not entitled to partial BAH.

      (5) A single member without dependents is not entitled to partial BAH when assigned to family-type government quarters.

(6) Member without dependents confined in a guardhouse, brig, or correctional barracks who was assigned to single-type, government quarters before confinement and remains assigned to such quarters during confinement is entitled to partial BAH unless forfeiture of allowances was directed.

(7) Member without dependents who is restrained in a status of arrest in assigned single-type government quarters, and therefore not entitled to BAH-I, is entitled to partial BAH unless forfeiture of allowances was directed.

(8) Member without dependents permanently assigned to a hospital for treatment and assigned quarters in the hospital is entitled to partial BAH.

(9) Member without dependents who is ordered PCS to confinement in a guardhouse, brig, or to additional training in a retraining or rehabilitation facility, is assigned to certain quarters therein and not entitled to BAH-I. Such member is entitled to partial BAH unless forfeiture of allowances was directed.

(10) Member without dependents assigned to single-type government quarters between permanent duty stations and not entitled to BAH-I is entitled to partial BAH. This includes periods of temporary occupancy of government quarters in excess of 30 days without entitlement to BAH.

(11) Effective 20 April 1999, a member without dependents is not entitled to partial BAH when assigned to government single-type quarters (including government-leased quarters) that exceed the minimum standards of single quarters for the member's grade.

LOCATION OF BAH RATE IS BASED UPON – MEMBERS WITHOUT DEPENDENTS

RULE	A	B	C
	If member	and	then the payable BAH rate (for members entitled to (BAH) is that which is prescribed for)
1	is assigned to a duty location within CONUS		members permanent duty station (PDS) unless member has a Secretarial waiver (see note 1).
2	is assigned to a ship or afloat unit		the homeport of the ship or other afloat unit to which a member is assigned (see note 1)
3	is in leave status away from PDS awaiting final discharge	incident to a PCS in the United States	old PDS.
4	is processing for separation or retirement		old PDS unless the last PDS was outside the United States, in which case location for the processing station will be used
5	was not paid BAH at the old PDS because government quarters were assigned		the old PDS beginning the day the member becomes entitled to BAH and the new PDS the day the member signs into the new PDS (provided the member is entitled to BAH at the new PDS).
6	was assigned to a duty location outside the United States		the new PDS on the date the member reports to the new PDS or the date the member reports at the TDY location if member reports there first; or the date the member reports to the TDY location if a new PDS is not named in the orders (provided member is entitled to BAH at the new PDS).
7	was assigned in the United States	incident to a PCS in the United States, with a TDY en route to a location to which the member commutes from the permanent quarters that will be occupied at the new PDS	the new PDS on the day per diem has been stopped under the circumstances in the JFTR U5120-D (provided member is entitled to BAH at the new PDS).
8	in receipt of appropriate orders associated with a prolonged hospitalization determination	member was transferred from a PDS outside or inside the United States to a hospital in the United States for observation or treatment	the location of the hospital to which the member has been transferred (provided the member is entitled to BAH).
9	was entitled to BAH at the PDS on the date an evacuation is ordered or authorized	continues to maintain commercial bachelor quarters	on the PDS as long as the member may temporarily be required to occupy government quarters for all or any portion of the period involved.
10	who is in pay grade E-4 (four or more years of service), or above	is in a travel or leave status between permanent duty stations, including time granted as delay en route or proceed time and not assigned to government quarters	rate at last PDS.

Notes:

1. A member assigned to a PDS in the United States is entitled to BAH at the rate applicable to the member's residence if Commandant(G-WPM-2), acting on behalf of the Secretary of Transportation, determines that the PDS in which the member is located is disadvantaged as a result of reassignment for reasons of improving mission capability and readiness of the unit, in receipt of PCS orders between duty stations located in the same proximity, and disallowed movement of household goods (see JFTR U5355). (Commandant (G-WPM-2), acting on behalf of the Secretary of Transportation, must issue a determination that a decision to implement this policy is in the interest of correcting an inequity incurred due to movement of the individual for purposes of improving mission capability and unit readiness). See section 3-C-8.

   In addition to these cases, Commandant (G-WPM-2), acting on behalf of the Secretary of Transportation, may issue a determination if circumstances or conditions at the new or conditions at the new PDS require the member to reside at a different location. This determination is made only in cases where the necessity to reside separately is caused by conditions at the duty station. This does not cover a personal election of a member as the reason for residing separately.

FIGURE 3-6

BAH ENTITLEMENTS-MEMBERS WITHOUT DEPENDENTS

RULE	A	B	C
	Member is	then BAH accrues	BAH does not accrue
1	assigned to a permanent station	if government quarters or housing facilities are not assigned (notes 3 and 11)	if member is assigned or occupies government quarters suitable and adequate for the member's grade (notes 9 and 10).
2		if member is grade E-7 or higher and elects not to occupy available quarters. (note 1)	if member must permanently occupy government quarters because duty assignment requires the member to be available during off-duty hours.
3		if member is grade E-6 and elects not to occupy available inadequate quarters. (note 6)	if member must permanently occupy government quarters because duty assignment requires the member to be available during off-duty hours.
4	in pay grade E-4 (less than 4 years' service) or lower and is ordered to report for TEMDU in connection with the fitting out or conversion of a vessel and duty aboard when the vessel is placed in commission	if per diem allowance is not authorized for the period of TEMDU. (note 1)	if quarters are available or member is entitled to per diem allowance for the period of such duty.
5	assigned TEMDU/TAD to a career sea pay eligible vessel and during such period the permanent duty station remains unchanged	if the member was entitled to BAH at the permanent duty station prior to departure TEMDU/TAD. (note 2)	if the member is assigned quarters at the permanent station.
6	assigned to a career sea pay eligible vessel (permanent duty station)	if member is grade E-6 and above, or member is grade E-5 and no Coast Guard UPH or UPLH facilities are available. (notes 7 and 13)	if member is grade E-4 and below. (note 13)
7	on authorized leave, accrued, advanced, or in connection with release from active duty or discharge (PCS not involved)	if receiving BAH at permanent station or assigned quarters are terminated incident to separation (notes 3 and 11).	if assigned quarters at permanent station.
8	on excess leave		for any period of time.
9	sick in hospital, or on sick leave from a hospital (PCS not involved)	if receiving BAH at permanent station, (notes 3 and 11).	if assigned quarters at permanent station.
10	being treated at hospital TDY en route PCS; or assigned PCS direct to hospital for treatment	if not assigned quarters	if assigned quarters in the hospital.
11	on TDY (PCS not involved), or TAD, including such duty on transport or under permissive orders (notes 7, 12, and 14)	if receiving BAH at permanent station	if assigned quarters at permanent station.
12	in pay grade E-4 (4 or more years' service), or higher, in travel status on PCS, including travel under permissive orders, TDY en route, leave en route and proceed time; or is assigned PCS and is on authorized leave or duty at the old or new station (note 6)	on and after the day of departure if the member is not assigned quarters and does not occupy transient type quarters for more than 30 days at any one location. (45 Comp Gen 349)(notes 4, 7, 11, and 15)	if member is assigned government quarters, or for any period in excess of 30 days member temporarily occupies government quarters at any one location.

Continued on next page.

FIGURE 3-7

BAH ENTITLEMENTS, MEMBERS WITHOUT DEPENDENTS

RULE	A	B	C
	Member is	then BAH accrues	BAH does not accrue
13	in pay grade E-4 (less than 4 years' service), or lower, and is in a travel status on PCS, including leave en route and proceed time (note 8)		on and after the day of departure from old station.
14	in pay grade E-4 (less than 4 years' service), or lower, assigned PCS and is on authorized leave or duty at the old or new station	for not more than 30 days that member temporarily occupies government quarters incident to the PCS at either old or new station (notes 11 and 15)	for period of occupancy of government quarters not incident to a PCS.
15	in pay grade E-4 (less than 4 years' service), or below, initially assigned to a station for basic training, and after completion of such training performs temporary duty at that location pending the receipt of orders designating a permanent duty station to which member will report	between the date of completion of basic training until the date member departs the basic training station to comply with PCS orders, when government quarters are not available for assignment.	
16	in pay grade E-4 (4 or more years' service), or higher, assigned to active duty and is performing temporary duty at other than basic training station pending receipt of orders designating a permanent duty station to which member will report upon completion of temporary duty	when government quarters are not available for assignment.	
17	in pay grade E-4 (less than 4 years' service), or lower, assigned to active duty and is performing temporary duty at other than basic training station pending receipt of orders designating permanent duty station to which member will report upon completion of temporary duty	between the date of commencement of temporary duty and the date of receipt of orders naming a permanent duty station when government quarters are not available for assignment.	
18	in pay grade E-4 (4 or more years' service), or higher, ordered home or to a place other than a military organization awaiting further orders in connection with Physical Evaluation Board proceedings	on and after day of departure from hospital or old station through day of discharge, or day prior to effective date of retirement.	
19	in pay grade E-4 (less than 4 years' service), or lower, ordered home or to a place other than a military organization awaiting further orders in connection with Physical Evaluation Board proceedings	on and after day of arrival at the designated place, through day of discharge, or day prior to effective date of retirement (note 5)	while in travel status from hospital to the designated place or during delay en route chargeable as leave.
20	training for, attending or participating in Pan Am or Olympic games, or other international amateur sports competition	if not furnished quarters by the government or by an agency sponsoring the member's participation	if furnished quarters by the government, or by an agency sponsoring participation.
21	a medical officer on active duty in an intern or resident physician status at a state, county, municipal, or private hospital	if not furnished quarters without charge by the hospital	if furnished quarters without charge by the hospital. Such quarters are considered furnished on behalf of the United States.

Continued on next page.

FIGURE 3-7 (cont'd)

BAH ENTITLEMENTS, MEMBERS WITHOUT DEPENDENTS

RULE	A	B	C
	Member is	then BAH accrues	BAH does not accrue
22	a student training on a fellowship, scholarship or grant	if not furnished quarters by the college, university, or research facility	if furnished quarters by the college, university, or research facility. Such quarters are considered furnished on behalf of the United States.
23	in confinement in a guardhouse or brig pursuant to a court-martial (note 17)	if acquitted, the charges are withdrawn or the sentence is set aside or disapproved and member is otherwise entitled to BAH.	while confined pursuant to a court-martial (includes awaiting trial and serving sentence) and the sentence is approved, or, if acquitted, etc., when the member was not receiving BAH on the day before the day of confinement and government quarters assignment was not terminated before or during confinement. Quarters termination must be certified by the commander under Military Service procedures.
24	a Reserve Component member in pay grade E-4 (4 or more years' service), or above, ordered to active duty for training (See section 12-F for active duty other than for training)	at permanent duty station and for authorized travel time from home to first duty station and from last duty station to home (note 7).	for any period government quarters are occupied (notes 9 and 10).
25	a Reserve Component member in pay grade E-4 (less than 4 years' service), or lower, ordered to active duty for training	if the member was not assigned government quarters at the permanent duty station (note 7).	
26	a Reservist in any pay grade called or ordered to active duty on or after 2 Aug 1990, in connection with Operation Desert Shield/ Storm; a Reserve Component member in any grade called or ordered to active duty on or after 5 Dec 1991 in support of a contingency operation (other than for a member who is authorized transportation of household goods as part of the call or order)	if the member is unable to continue to occupy a primary residence which is maintained by the member and which is owned by the member, or for which the member is responsible for rental payments.	if the member is assigned or occupies government quarters suitable and adequate for the member's grade and does not maintain and own a primary residence or is not responsible for rental payments on the member's primary residence (notes 9 and 10).

Notes:

1. BAH accrues from the date of reporting through the day before the date the ship is placed in full commission, reduced commission, or in service not in commission, whichever occurs first.

2. For the purpose of payment of BAH under rule 6, duty for a period of less than 3 months is not considered to be sea duty. Duty for more than 3 months under temporary orders (TDY/TAD) which provide for return to the member's same permanent station is not considered sea duty. Ship-based staffs are not considered to be on sea duty for BAH purposes when the entire staff is ordered ashore by written orders, and the duty ashore is not considered to be service in a self-propelled vessel that is in an active status, in commission or in service and is equipped with berthing and messing facilities.

3. Members stationed ashore in pay grade E-5 or below are entitled only if there are not Coast Guard or DOD unaccompanied personnel housing (UPH) facilities available.

4. Entitlement to BAH for 30 days in government quarters applies only when occupancy of government quarters is of a temporary nature incident to the PCS as certified by the commander of the station involved. For rule 15 the period of entitlement must be after receipt of PCS orders and before departure from old station and/or after arrival at new station.

5. Entitlement begins on actual or constructive date of arrival home or other designated place, whichever date is earlier. (Compute constructive time arrival date via commercial transportation mode based upon the rules and provisions of the JFTR, Volume 1).

Notes continued on next page.

FIGURE 3-7(cont'd)

6. Applies only when occupancy of transient type Government quarters is incident to the PCS as certified by the commanding officer of the station involved. Period of entitlement must be after receipt of PCS orders and before departure from old station and/or after arrival at new station.

7. BAH and per diem may be credited for the same periods, if otherwise qualified.

8. This rule is not applicable when a member is performing temporary duty under PCS orders at a station which is ultimately the member's permanent duty station upon completion of the temporary duty; in such instances, see rule 1 of this figure.

9. Government quarters in fact occupied without payment of rental charges shall be deemed to have been assigned as appropriate and adequate quarters.

10. Does not apply to temporary occupancy of government quarters assigned to another member for 90 days or less at any one duty station. Occupancy for more than 90 days is considered to be of a permanent nature and BAH entitlement does not accrue for any portion of the period of such occupancy. Movement from one unit of quarters to another or in and out of the same unit, with or without a break, does not establish a new 90-day period.

11. The intent of these entitlements is that BAH continue for a maximum of 30 days at any one location. Movement from one unit of government quarters to another, or in and out of the same unit, at the same location, with or without a break in occupancy, does not break the consecutiveness and does not create new periods or extend the authorized 30 days without loss of BAH. Occupancy of government quarters at different locations creates a new 30-day period at each location. However, if government quarters at one location are considered to be occupied by a member at the same time the member occupies government quarters at a second location, a new 30-day period does not begin at the second location.

12. A member away from permanent station may occupy quarters of the United States designated for members without dependents at the member's temporary duty station without affecting the member's right to receive payment of basic allowances for quarters or assignment of quarters, if any, at the member's permanent station. Under such circumstances, a member may not occupy quarters of the United States which exceed the minimum standards for members of that grade without dependents, unless the only quarters available (a) exceed the minimum standards, and (b) are made available for joint occupancy with other members.

13.
    a. Single members in pay grade E-3 and below assigned to a career sea pay eligible vessel are not authorized BAH Without Dependents (except BAH-DIFF, if otherwise qualified). If the vessel does not have shipboard quarters (e.g., 65-foot vessels), member must be assigned to Unaccompanied Personnel Leased Housing (UPLH) or Unaccompanied Personnel Housing (UPH).
    b. Single members in pay grade E-5 assigned to a career sea pay eligible vessel may be authorized BAH if appropriate, considering the availability of government owned and leased quarters for their pay grade.
    c. Except as authorized in section 3-D-3.f.(5), E-4 personnel are not authorized BAH Without Dependents (except BAH-DIFF, if otherwise qualified), and will normally be quartered in UPH or UPLH. However, an E-4 transferred from a shore PDS to a vessel home ported in the same MHA (or under PCS orders without an entitlement to a funded household goods move), are authorized to remain in receipt of BAH upon reporting.
    d. For all other married member to member (without dependents) conditions, see section 3-D-3.f.(5).

14. For members below pay grade E-7, entitlement does not exist during TDY or TAD if quarters are assigned or furnished at the permanent station, even though the quarters are vacated at the beginning of the TDY or TAD (45 Comp Gen 143).

15. Commanding Officers may, for reasons of military necessity or relief of hardship, authorize non-TDY members affected by PCS orders to temporarily occupy government quarters beyond 30 days without loss of BAH.

16. The member's election not to occupy available quarters and approval action must be in writing. The commanding officer's approval letter will indicate the date, and member's election to receive BAH will become effective.

17. Correctional custody imposed by nonjudicial punishment is not considered confinement.

FIGURE 3-7 (cont'd)

LOCATION MEMBER'S BAH RATE IS BASED UPON-
MEMBERS OF RESERVE COMPONENTS

RULE	A	B
	Member is	then the payable BAH rate (for members entitled to BAH) is that which is prescribed for:
1	called (or ordered) to active duty for 140 days or more at one location	the location from which they are called (or ordered) to active duty beginning on the day the member is entitled to BAH (notes 1 and 2).
2	called or ordered to active duty (other than for training) for 140 days or more at one location away from the principal place of residence (at the time called or ordered to active duty), but not authorized transportation of household goods	the member's principal place of residence beginning on the day the member is entitled to BAH (note 1).
3	called (or ordered) to active duty in support of a contingency operation (note 3)	the location of the members principal place of residence at the time called or ordered to active duty.
4	injured or physically disabled while on active/inactive duty training, and a Notice of Eligibility (NOE) is issued under Section, 7-E, Reserve Policy Manual, COMDTINST M1001.28 (series). (note 4)	the member's principal place of residence beginning on the date the member becomes entitled to pay and allowances under a Notice of Eligibility (NOE). (note 5).

Notes:

1. BAH entitlements for reserve members are covered under 66 Comp Gen 453 (1987).

2. The initial rate will terminate on the day before the day the member reports at the duty location prescribed in the active duty orders. Entitlement to BAH at the rate prescribed for the PDS location begins on the day the member reports to that location.

3. A contingency operation is a military operation:

   a. designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

   b. that result in the call or order to, or retention on, active duty of members of the Uniformed Services under 10 USC, Ch. 15, Sec 672(a), 673, 673b, 673c, 688, 3500, or 8500, or any other provision of law during a war or during a national emergency declared by the President or Congress.

4. The condition must be a result of an injury, illness, or disease incurred or aggravated:

   a. in line of duty while performing active duty;

   b. in line of duty while performing inactive-duty training (other than work or study in connection with a correspondence course of an armed force or attendance in an inactive status at an educational institution under the sponsorship of an armed force or the Public Health Service); or

   c. while traveling directly to or from such duty or training.

5. Pay and allowances under a Notice Of Eligibility (NOE) are not authorized to extend beyond a 6-month period unless determined by Commandant (G-WTR) to be in the interest of fairness and equity to the member.

FIGURE 3-8

MONTHLY RATE OF BAH-II, BAH DIFF AND PARTIAL BAH
EFFECTIVE 1 JANUARY 2001

Pay Grade	BAH-II (With Dependent)	BAH-II (Without Dependent)	BAH-DIFF	Partial BAH
O-10	$1,113.60	$904.80	$223.50	$50.70
O-9	$1,113.60	$904.80	$223.50	$50.70
O-8	$1,113.60	$904.80	$223.50	$50.70
O-7	$1,113.60	$904.80	$223.50	$50.70
O-6	$1,002.60	$830.10	$184.80	$39.60
O-5	$966.60	$799.50	$178.80	$33.00
O-4	$852.00	$740.70	$118.80	$26.70
O-3	$704.70	$594.00	$118.80	$22.20
O-2	$601.80	$471.00	$140.10	$17.70
O-1	$538.20	$396.90	$151.50	$13.20
O-3E	$757.50	$641.10	$124.50	$22.20
O-2E	$683.40	$544.80	$148.80	$17.70
O-1E	$631.50	$468.90	$174.30	$13.20
W-5	$822.30	$752.70	$74.40	$25.20
W-4	$753.90	$668.40	$91.50	$25.20
W-3	$690.90	$561.90	$138.00	$20.70
W-2	$635.40	$498.60	$145.80	$15.90
W-1	$549.60	$417.90	$141.00	$13.80
E-9	$723.60	$549.00	$186.60	$18.60
E-8	$667.20	$504.00	$174.60	$15.30
E-7	$619.50	$430.50	$202.20	$12.00
E-6	$572.40	$389.70	$195.30	$9.90
E-5	$514.80	$359.40	$166.20	$8.70
E-4	$447.30	$312.60	$144.00	$8.10
E-3	$416.40	$306.60	$117.60	$7.80
E-2	$396.90	$249.00	$158.10	$7.20
E-1>4	$396.90	$222.30	$186.60	$6.90
E-1<4	$396.90	$222.30	$186.60	$6.90

FIGURE 3-9

c. For BAH payment purposes, a member's permanent duty station (PDS) is the post of duty to which a member is assigned. For vessels, the PDS is the homeport of the vessel. For members assigned ashore, it is the place to which a member is actually assigned for duty. When Coast Guard members are issued PCS orders to a parent command, then subsequently assigned for full-time duty at a secondary command; in such cases the member's permanent duty station for BAH purposes is the secondary command at which the member is actually assigned for full-time duty. **Example:** Member issued PCS orders to Activities New York, Staten Island, NY, but is assigned to full-time duty at the Regional Exam Center(REC) in Manhattan, NY. The member PDS for BAH purposes is the REC.

d. For a member with dependents, BAH-I is not payable to members who are assigned to quarters of the United States appropriate to the grade, rank, or rating of the member and adequate for the member and dependents.

e. Determinations of dependency and relationships (primary dependents) are made by the commanding officer. This may be delegated to the responsible officer at the PERSRU or a designated representative (E-5 or above) who is authorized to sign CG-4170A, BAH/Dependency/Emergency Data Form. Commanding Officer, Coast Guard Human Resources Services & Information Center (LGL) shall make determinations of dependency and relationships (secondary dependents and doubtful primary dependents). See figure 3-16.

f. BAH-I rates are determined as set forth in section 3-C-6. BAH-II rates are established by the Secretary of Defense. BAH-II is the housing allowance entitlement for members not specifically entitled to BAH-I in some cases.

4. Determining Dependency or Relationship for BAH Entitlements-Coast Guard Personnel. Determinations are made by section 3-F and figure 3-16.

5. Fraudulent Claims. Any member who submits a claim for BAH which contains false statements is subject to court-martial or criminal prosecution. In addition, fraudulent acceptance of benefits may cause a civilian recipient to be subject to criminal prosecution. The law provides for severe penalties of imprisonment and a fine. For military personnel, it can include a dishonorable separation, total forfeitures, and confinement.

6. Establishment of BAH-I Rates.

a. The Secretary of Defense determines the costs of adequate housing in a Military Housing Area (MHA) for all members of the uniformed services entitled to BAH-I by location. The determination for housing allowances is based upon the costs of adequate housing for civilians with comparable income levels in the same area.

b. An adjustment in the rates of BAH-I as a result of the Secretary's re-determination of housing costs in a MHA takes effect on 1 January of every year.

c. The amount paid for BAH-I the preceding year is adjusted to reflect changes during the year. This process accounts for the number of members, grade distribution, geographic distribution, base closures, unit/command movements and dependency status of members of the uniformed services entitled to the allowance from the number of such members during the preceding year.

7. BAH-I Rate Protection. The monthly BAH-I amount actually paid a member (i.e., BAH-I Rate Protection) shall not be reduced as a result of changes in housing costs in the MHA, or promotion of the member. A member's BAH-I rate protection at the current amount will cease on the date the member's eligibility to BAH-I for a given MHA terminates, if the member is demoted, or loses entitlement to BAH-I at the with or without dependents rate. The current BAH-I rate at the current duty location becomes the member's new protected BAH-I rate.

Example 1: A member is promoted to E-7 on 16 Jan 2000. Effective 31 Dec 1999 the BAH rate for E-6 is rate protected at $650.00 even though the 1 Jan 2000 rate for an E-6 decreased to $600.00. The BAH rate for E-7 effective 1 Jan 2000 is $625.00. Is the member rate protected for BAH at the higher E-6 rate? Yes, the member is rate protected for BAH at the E-6 rate.

Example 2: A member is demoted 16 Jan 2000 from E-6 to E-5. The BAH for E-6 is rate protected at $700.00 31 Dec 99 even though the BAH rate for the E-6 decreased to $625.00 effective 1 Jan 2000. Is the E-5 rate protected for BAH at the E-6 rate effective 31 Dec 99? No, the member would forfeit rate protection because of their demotion to E-5. The BAH rate would be for an E-5 effective 16 Jan 2000.

Example 3: A member receives a PCS transfer from Portsmouth, VA, on 1 Dec 2000 and reports to Norfolk, VA, on 10 Jan 2001. Effective 1 Dec 2000 their BAH entitlement is $650.00. Upon reporting on 10 Jan 01, the 2000 BAH entitlement decreased to $600.00. Is the member rate protected at the higher BAH entitlement? Yes, since the PCS transfer is between units within the same MHA, the member would not experience a decrease in BAH.

8. BAH Rate Protection under a "No-Cost" Permanent Change of Station (PCS) Transfer. In addition to pre-existing authority to base BAH on dependent location, effective 1 October 2000, in cases of no-cost permanent change of station (PCS) orders within the United States, Commandant (G-WPM-2) may authorize BAH based upon a member's previous permanent duty station (PDS). CONUS COLA, if applicable, cannot be paid for the previous PDS, only for the new PDS or location of dependents. Requests will be submitted by letter, with command endorsement, to Commandant (G-WPM-2).

   a. "No-Cost" Permanent Change of Station Defined. To properly apply this term under Joint Federal Travel Regulation rules, no-cost orders are those orders where the member made a housing decision based on the BAH in effect at their PDS and are later disadvantaged with no authorization for movement of household goods (HHG) or dependents due to the close proximity (within a one-hour commute each way) of their residence to their new PDS. Members do not "elect" no-cost PCS assignments. Members who receive PCS funded orders, but do not move their households and elect to commute still have an entitlement to ship household goods. A PCS is not considered no-cost when the members decision to not utilize a funded PCS entitlement is a matter of personal choice, and BAH is not authorized based on either dependent location or previous PDS. The exception to this rule is assignment to unusually arduous sea duty (Polar WAGB, WHEC, or WMEC).

b. Consideration Factors. Commandant (G-WPM-2) will review each request for BAH based upon previous PDS. Factors considered to allow continued receipt of BAH based on the previous duty station or dependent location will include:

(1) If a housing decision was based upon the BAH rate for the previous duty assignment.

Example 1: A member transfers PCS from GP Humboldt Bay to GP San Francisco and makes a housing decision to live in the Oakland/Alameda, CA, MHA. Tour complete at GP San Francisco, the member receives no-cost orders to a command at CG Island, Alameda, CA, (same MHA where residence is located). Member will be authorized to receive the previous duty station BAH (GP San Francisco) because that BAH was used to base their housing decision on.

Example 2: A member was assigned to a PDS in the Baltimore MHA, received the Baltimore MHA BAH, and made a housing decision based on the Baltimore MHA BAH. The member then is transferred no-cost to CG Headquarters, Washington, DC, MHA, does not relocate their household, but is entitled to the higher Washington DC MHA BAH. Upon tour completion at HQ the member receives a no-cost PCS back to a Baltimore MHA PDS, previous duty station (HQ) BAH cannot be authorized because the member had made a housing decision during their first tour in the Baltimore area – a decision that was not influenced by the higher Washington DC BAH.

(2) The Military Housing Area where the member elects to reside with their dependents.

(3) A change in the member's dependency status on/after reporting to a lower BAH MHA.

c. For Members with Dependents. Previous PDS rates are protected if the PCS is to a new PDS within the same MHA. If the member receives a PCS under authorized no-cost orders to a different MHA, the member can request to continue to receive the BAH rate for the location of their former PDS if circumstances warrant such consideration. This applies to all no-cost transfers, including those effected prior to 1 October 2000, but not to tours of duty that precede an applicant's current permanent assignment.

Example 1: A member is assigned to CG Headquarters (Washington, DC, MHA), and resides in Bowie, MD (Fort G.G. Meade, MD MHA). Member receives no-cost PCS orders from Headquarters to CG Activities Baltimore, MD (CG Yard, Baltimore). The member would have no entitlement to a funded PCS since their residence is within a one-hour commute time each way to the new PDS. The member could request to retain the BAH rate, if higher, for the previous PDS (Washington, DC, MHA) vice the Activities Baltimore rate (Annapolis, MD, MHA).

Example 2: A member is assigned to VTS San Francisco (San Francisco MHA), and resides in Richmond, CA (Oakland/Alameda MHA). Member receives no-cost PCS orders from VTS to MLCPAC, Alameda, CA. Member would have no entitlement to a funded PCS since their residence is within a one-hour commute to the new PDS. Member could request to retain the BAH rate for the previous PDS (VTS) vice the new PDS (MLCPAC).

Example 3: A member is assigned to GP San Francisco, and resides in Alameda, CA (Oakland/Alameda MHA). Their PDS prior to Group San Francisco was ISC Alameda. The member based their civilian housing decision in Alameda and did not relocate upon receiving orders to GP San Francisco. Tour complete, member receives no-cost PCS orders back to PACAREA, Alameda. The member cannot be rate protected at their previous PDS(GP San Francisco) because the member was initially ordered into Alameda and based their housing decision on the BAH rate for the Oakland/Alameda MHA.

Example 4: A member receives a no-cost PCS transfer from ISC Portsmouth, VA, (Norfolk/Portsmouth, VA, MHA), to TRACEN Yorktown, VA, (Hampton/Newport News, VA, MHA). The member resides in Portsmouth. The MHA locations are different and the BAH rate is lower in Yorktown than Portsmouth. The member could request to Commandant(G-WPM-2) to continue receipt of the higher Portsmouth BAH rate.

d. For Members without dependents. Section 403(b)(7) of Title 37 U.S.C. (the BAH statute) provides that members without dependents who are transferred under no-cost PCS orders may be paid BAH for their previous PDS. The request to retain BAH for previous PDS will be submitted by letter, with command endorsement to Commandant (G-WPM-2).

9. Claim for Basic Allowance for Housing (BAH) by Dependent of Member who Dies While on Active Duty**.** Refer to section 3-E-9 of this Manual for payment of Basic Allowance for Housing (BAH) to surviving dependents of members who die while on active duty.

10. Reserve Component Members.

a. Duration of Orders. A reserve component member called or ordered to active duty for 139 days or less is entitled to BAH-II, except as provided in subparagraph b. below. However, if the member receives an order modification or extension of assignment, the prospective period of active duty (original active duty period plus period for which the orders are extended) must total 140 days or more and BAH-I would start on the date of modification. Members originally called or ordered to active duty for 140 days or more are entitled to BAH-I.

b. Contingency Operations. A reserve component member called or ordered to active duty in support of a contingency operation (other than a member who is authorized transportation of household goods as a part of the call or order) is entitled to BAH-I, if the member is unable to continue to occupy the primary residence because of the call or order to active duty. This applies when the residence is maintained as the primary residence of the member when called or ordered to active duty and is owned by the member or for which the member is responsible for rental payments.

11. BAH and COLA Entitlement When Ordered to an Unusually Arduous Sea Duty Assignment.

a. As prescribed in the Coast Guard Supplement to the JFTR (CGS-JFTR) and the Personal Property Transportation Manual, COMDTINST M4050.6(series), High Endurance Cutters (WHEC), Medium Endurance Cutters (WMEC), and Polar Class Icebreakers (WAGB), are designated as unusually arduous sea duty vessels for the purpose of expanding travel and transportation entitlements and electing to receive BAH for either the location of their dependents or the previous PDS, whichever is more equitable. BAH, once elected, is intended to provide for adequate dependent housing, not windfalls unrelated to housing coasts. As a general rule, BAH rates are based on the member's permanent duty station (PDS). A Member's dependents that do not relocate pursuant to the issuance of the PCS orders may request to receive the BAH rate for the location at either their dependent's location or previous PDS. CONUS COLA, if applicable, cannot be paid for the previous PDS, only for the dependent's location or the new PDS. If the dependents relocate, or remained located, to a designated place OUTCONUS, station allowances (COLA and OHA) are not payable unless the member is stationed aboard a designated unusually arduous sea duty vessel home ported OUTCONUS.

b. When members are assigned to unusually arduous sea duty, transportation at government expense of dependents and household goods (HHG) to and from a designated place is authorized. A designated place is a place in the United States, Commonwealth of Puerto Rico, the Northern Mariana Island, Guam, or any territory or possession of the United States. When the dependents do not relocate from their current residence, it can be certified as a designated place for pay entitlements associated with a designated place. When the member must travel to the designated place to assist in the relocation of dependents, the member may be paid PCS allowances for travel from the old PDS to the new PDS via the designated place.

c. A request from a member for entitlements at either the designated dependents location or previous PDS will be submitted by letter with command endorsement to Commandant (G-WPM-2). Requests will indicate the dependent's home address/zip code. Prior to submitting a request, the member/command will research and verify through available resources their anticipated housing entitlements to ensure a housing entitlement increase vice decrease will occur.

d. If approved, the authorization will remain in effect until the member executes a PCS from the designated cutter, retires, resigns, discharges, their dependency status changes, or their dependents relocate out of the residence their military housing area (MHA) is located in, whichever occurs first. When a member is approved for a rate at either their dependent's location or previous PDS, and the BAH rate for the vessel's homeport then inverts to a higher rate than the rate approved for, the member cannot submit a new request to receive the higher homeport rate. The exception to this is a designated vessel that experiences a permanent change of homeport. In this case, effective the official date of the homeport change, members receiving BAH at a designated dependent's location or previous PDS may begin receiving BAH for the new homeport if higher than the dependents location or previous PDS. Commandant(G-WPM-2) will forward a copy of the letter to the servicing PERSRU as authority for payment. It is recommended the authorization be filed in the member's PERSRU PDR during their unusually arduous sea duty assignment.

12. Basic Allowance for Housing Type II (BAH-II). BAH-II replaced BAQ effective 1 January 1998. The Department of Defense establishes BAH-II rates. Separate rates are established for members with dependents, and members without dependents. BAH-II is paid, or used for pay purposes, as follows:

a. Reserve members serving on active duty for less than 140 days are entitled to BAH-II (and not BAH-I). See section 12-F.

b. Lump sum leave payments to officers, for leave accrued as of 31 August 1976 (saved leave), under the provisions of section 10-A-6.a., include the rates of BAH-II in the computation.

c. In computing income for earned income credit (EIC) purposes, BAH-II rates apply.

d. Dislocation allowances paid under chapter 5, part 6, JFTR, are calculated on the basis of current BAH-II rates.

e. Grandfathered BAH-DIFF rates payable under section 3-F-15.b. are based on rates of BAH-II.

f. Members assigned overseas in receipt of overseas housing allowance (OHA) are entitled to BAH-II from the date of departure from the overseas duty station until the day before the member reports to an INCONUS duty station provided:

(1) The member has dependents, or

(2) The member is without dependents but is in pay grade E-4 over 4 years' service or above.

g. Members assigned overseas at an OHA-payable locale who are not entitled to OHA because the member has not finalized housing arrangements are entitled to BAH-II (and Temporary Lodging Allowance (TLA)) until such time as the member becomes entitled to OHA.

h. Members with dependents in a confinement/inmate status, who are not under total forfeitures of pay and allowances, are entitled to BAH-II (and not BAH-I) while in confinement.

13. BAH Entitlement of Members Recalled From Retirement. Members recalled to active duty from retirement under section 2-G-1, are entitled to BAH-I during their recall status, irrespective of the duration for which the member is recalled to active duty.

SPECIFIC CONDITIONS OF OFFICER BAS;
ENTITLEMENT AND NONENTITLEMENT

RULE	A	B	C	D
	When a member is	and member has	and	member is
1	in excess leave status			not entitled to BAS
2	training for, attending or participating in Pan-American games, Olympic games or other international amateur sports competition (10 U.S.C. 717)	dependents	member is subsisted during such periods by the sponsoring agency	entitled to BAS (note 1)
3		no dependents		not entitled to BAS (note 1)
4	absent without authority for more than 24 hours at any one time		the absence is not excused as unavoidable	not entitled to BAS (note 2)
5	subsisted in a government mess (other than field duty)			entitled to BAS (note 3)
6	serving on field duty or temporary field assignment, essential unit messing, group travel, sea duty or temporary afloat assignment while underway		is furnished meals	entitled to BAS (notes 3 and 4))
7	in confinement, awaiting trial by court-martial, serving court-martial sentence to forfeit basic pay but not allowances, serving court-martial sentence which includes total forfeitures but sentence is set aside			entitled to BAS (note 3)

Notes:

1. Officers training for, attending, or participating in Pan-American Games, Olympic Games, or other specifically authorized international amateur sports competitions, and are being subsisted during that period by the sponsoring agency, are not entitled to BAS.

2. An officer is not entitled to BAS for the same number of days that basic pay is forfeited.

3. Officers will pay for their meals at the prescribed rates (see Figure 3-5).

4. Meals provided from closed or private messes (e.g., traditional wardroom mess) will be paid in cash by the officer at the rate prescribed by the mess treasurer.

FIGURE 3-1

B. Basic Allowance for Subsistence (BAS)–Enlisted Members.

1. Types of BAS. Under the provisions of 37 U.S.C. 402, enlisted members are entitled to the following types of BAS under conditions detailed in this section:

a. Regular BAS (REG BAS). Allowance is payable on a daily basis when:

(1) There are no rations-in-kind available for the member at the duty station.

(2) There are rations-in-kind available but use of such rations would adversely affect the performance of the member's assigned duty and proper authority has made a determination of impracticability (i.e., a member assigned to intelligence duty whose identity must be protected).

(3) When members are assigned to Temporary Duty (TD), or Temporary Additional Duty (TAD) and were receiving REG BAS at their permanent duty Stations, including travel time to and from such duty.

b. PRORATED BAS (PRO BAS). This allowance is a portion of REG BAS. It is payable on a "per meal" basis to an enlisted member who is normally subsisted in a government mess, when duties prevent the member from subsisting in a messing facility of the United States during regular meal hours, provided the member is not otherwise subsisted at Government expense.

c. Separate Rations (SEPRATS). This allowance is payable on a daily basis when enlisted members are:

(1) Granted permission to mess separately and assigned to a shore facility where a Government mess is available.

(2) When members are assigned to Temporary Duty (TD) or Temporary Additional Duty (TAD) at sites where they are entitled to per diem and were either receiving Rations-in-Kind or SEPRATS at their permanent duty stations, including travel time to and from such duty.

(3) Authorized proceed time on permanent change of station (PCS) orders.

(4) Under permissive travel order, while in a travel status and/or performing duty at other than a military installation.

(5) On authorized sick leave. Sick leave is payable for the exact number of days. Do not prorate the daily rate. Refer to figures 3-2 through 3-4.

(6) Refer to figures 3-3 and 3-4.

d. Leave Rations (LVRATS). This allowance is payable on a daily basis to a member (other than members under permissive orders) during periods of authorized regular leave regardless of the availability of rations-in-kind at the duty station. This allowance is not payable if the member is subsisted at Government expense. Do not prorate the daily rate. (Refer to figure 3-3)

e. Supplemental BAS (SUPP BAS). This allowance is an amount payable in addition to SEPRATS. It is the monetary difference between regular BAS and SEPRATS rates. Supplemental BAS is payable on a "per meal" basis to an enlisted member only when the member is:

(1) Receiving SEPRATS, and

(2) Because of duties, required to purchase at least one meal from other than a messing facility of the United States, and

(3) Not subsisted at Government expense during the period of absence.

f. Special BAS (SPEC BAS). This allowance is payable on a daily basis to members assigned to duty under emergency conditions where no Government messing facilities of the United States are available.

g. Partial BAS (PAR BAS). This allowance is payable on a daily basis to members subsisted in kind at their permanent duty station. All members not eligible for one of the other BAS types are eligible for Partial BAS, except: (1) members in recruit training; (2) non-prior service members in officer candidate school; and (3) cadets.

2. Enlisted Rates Payable. The following BAS rates established are effective 1 January 2001:

Type of Allowance	E-1 with less than 4 months AD	All Other Enlisted Members
Regular BAS	7.97 per day	8.63 per day
Leave Rations	7.07 per day	7.66 per day
Separate Rations	7.07 per day	7.66 per day
Partial BAS	25.80 per month or	.86 per day
Special BAS	10.56 per day	11.43 per day

3. Prorated Subsistence Allowances. Any change to BAS, SEPRATS and Partial BAS, caused by a status change which extends beyond a single day, shall be credited on a full day basis without being prorated. The appropriate full day entitlements are as follows:

a. An enlisted member shall be entitled to SEPRATS (T) rate for any day they are under PCS orders for travel (for which reimbursement for subsistence costs is allowed under JFTR) or for hospitalization. This includes the day the orders are commenced and the day they are terminated.

b. An enlisted member shall not be entitled to BAS or SEPRATS for any full day permanently assigned to sea duty, field duty or essential unit messing, provided they are not in any category listed in subparagraph 3-B-3.a. and provided they are subsisted at Government expense. If the day such duty commences or terminates is other than a full day in that status, they shall be entitled to the BAS, SEPRATS or Partial BAS that is otherwise applicable on those days. For purposes of this paragraph, the following definitions are provided:

(1) Sea Duty. Service performed on a self-propelled vessel that is in an active status, in commission or in service, and equipped with berthing and messing facilities. (65-foot vessels also meet this definition even though messing facilities are not available.)

(2) Field Duty. Maneuvers, war games, field exercises, or similar operations where a member is subsisted in a government mess or with an organization drawing field rations.

(3) Essential Unit Messing (EUM). Group messing declared as essential for operational readiness, the conduct of military operations, or necessary for the effective conduct of training where members are required to use messing provided by or on behalf of the government. Members are entitled to travel reimbursement for incidental expenses, but not for subsistence. Designations of essential unit messing are applied to organizational units only, not to individual service members. Essential Unit Messing facilities in the Coast Guard include basic training, class "A" schools, OCS, and other units so declared by appropriate authority.

c. An enlisted member entitled to Partial BAS at his or her permanent duty station shall be entitled to SEPRATS for any day under orders for hospitalization or TDY/TAD, other than TDY/TAD to: (1) sea duty; (2) field duty; (3) essential unit messing; or (4) group travel. This entitlement includes the day the orders are commenced and the day they are terminated.

d. An enlisted member assigned to permanent sea duty or field duty or field duty (over 180 days) shall be entitled to Partial BAS for full days in such status.

e. An enlisted member who changes BAS or SEPRATS status at the direction or under the permission of a unit commander, under a blanket authority, or at their own request shall have the entitlement change take effect at the beginning of the day specified.

4. Policy for Granting BAS. Normally, enlisted members will be subsisted-in-kind. When rations-in-kind are not furnished, members will be entitled to BAS. For uniformity in making determinations and granting various allowances, no consideration will be given to a member's marital status, dependency or location of residence, and the approving officer will observe the following guides:

a. Regular BAS. The following criteria apply in determining that rations-in-kind are not available for granting regular BAS:

(1) Available Coast Guard messes and other Government messes in the geographical area must be employed to the fullest extent compatible with economy and efficiency.

(2) Regular BAS may be authorized when no mess is established at the unit to which assigned or when it will normally require more than one hour overall (30 minutes each way) for the member to walk or travel via routinely available Government furnished transportation to the nearest available Government mess, obtain rations-in-kind, and return to the duty station. In Special cases when the district commander or Commander, MLC, determines this criteria will not permit a reasonable messing arrangement, regular BAS with supporting justification for the record may be authorized by the district commander or Commander, MLC. (Refer to 42 Comp Gen 558)

(3) Regular BAS will not be authorized as extra incentive or compensation based solely on the member's assignment to specialized duty, such as recruiting duty, chauffeuring, etc. If a member is granted permission to mess separately, the member is basically entitled to SEPRATS.

b. SEPRATS. It is Coast Guard policy to authorize payment of SEPRATS to the maximum extent practical to enlisted members who would otherwise be subsisted at the expense of the Government from an enlisted dining facility ashore or by contractual means. Adequate controls must be maintained to ensure each member authorized SEPRATS is not subsisted in a Government mess without paying for meals or snacks furnished. It is the responsibility of the commanding officer of the activity to which the member is assigned to implement adequate procedures to assure that the operating efficiency at that activity is maintained. These procedures should include requirements for personnel authorized SEPRATS to buy meals from the Government mess under appropriate circumstances as prescribed by the commanding officer.

c. Special BAS. The approving officer may authorize payment of special BAS subject to the conditions of authorization prescribed for regular BAS and:

(1) Under emergency conditions where Government messing facilities are not available, and

(2) Where regular BAS would not be adequate, and

(3) Where the member’s emergency status will not extend for a prolonged period normally not exceeding 30 days. If it is anticipated the emergency status will extend more than 30 days, regular BAS should be granted or the member placed in an appropriate travel status.

d. Prorated or Supplemental BAS. Commanding officers may approve prorated BAS or supplemental BAS without reference to the district commander or Commander, MLC, when:

(1) The duty to which the member is detailed (in a non-travel status) is away from the member’s duty station and is of such a nature as to preclude subsisting in a Government mess, and

(2) The furnishing of prepared meals (box lunches, etc.) by the activity to which the member is assigned is impracticable. (Refer to rules 5 and 6 of figure 3-2).

e. Subsistence Entitlement While in TDY/TAD Status. Enlisted members under orders for Temporary Field Assignment, Temporary Afloat Assignment, EUM, group travel, or otherwise assigned to duty away from their permanent duty station without per diem or reimbursement for meals are entitled to the same BAS and subsistence status which they held at their permanent duty station. This entitlement applies to travel to/from the TAD site, as well as while performing duty at the TAD site except that while in actual travel status members will not receive less than SEPRATS-T. For purposes of this paragraph, the following definitions are provided:

(1) Temporary Field Assignment. Maneuvers, war games, field exercises, or similar operations of 180 days or less where a member is required to use messing provided by or behalf of the government.

(2) Temporary Afloat Assignment. Service performed on a temporary duty basis in a self-propelled vessel that is in an active status, in commission or in service, where a member is required to use messing provided by or on behalf of the government.

f. Members Hospitalized. Enlisted members admitted to hospitals as inpatients are entitled to the same BAS type to which entitled at their permanent duty station, except that the rate will not be less than SEPRATS. This entitlement applies to travel to/from the hospital as well as while hospitalized.

5. Who may Authorize BAS. The following are authorized to approve requests for payment of BAS to enlisted member under their command:

a. When no Government mess is available, District commanders; Commanders, MLC's; and commanding officers of Headquarters units may authorize regular BAS.

b. When a Government mess is available, the commanding officer of the unit with a Government dining facility may authorize payment of SEPRATS, supplemental BAS or prorated BAS to members under their command and tenant commands.

c. Authority to authorize prorated BAS also includes commanding officers of Career Sea Pay eligible vessels. Retroactive authorization is prohibited.

6. Authorization Procedure. Authorization for payment of BAS shall be documented in the following manner, as appropriate:

a. Regular BAS.

(1) Blanket Authorizations. Unit commanders may request blanket authorization to approve regular BAS for their assigned enlisted personnel. This request will be in letter form and submitted to district commander(ap) or Commander, MLC(p) containing the following information:

(a) That the unit does not operate a general mess.

(b) That rations-in-kind are not available in another Government mess in the vicinity of the place of duty.

Note: When the unit does not operate a general mess and it is evident that other messing is not available to the unit, district commander(ap) or Commander, MLC(p) may issue a blanket authorization. The authorization may be in letter format and/or included in an appropriate district/MLC directive. These authorizations must be reviewed at least annually to ascertain that the entitlement still exists.

(2) Headquarters Units. Commanding officers of Headquarters units will document authorizations for payment of regular BAS and file them for audit purposes.

(3) Individual Authorizations. The unit commanding officer will submit a letter request to the district commander(ap) or Commander, MLC(p) containing the following information:

(a) Enlisted member's name, rate, social security number, and place of duty. When the duty station differs from the actual place of duty of the individual, all factual details shall be stated.

(b) The date that payment of regular BAS should commence.

(c) A statement that rations in kind are not available at the place of duty. The request shall also include facts to support the non-availability of rations-in-kind at a Coast Guard general mess or other Government mess in the area.

The district or MLC commander's response to the unit commander will be in letterform.

b. SEPRATS. The commanding officer of the unit with the Government dining facility, or who has established contractual subsistence, is authorized to approve an enlisted member's request for SEPRATS provided the requirements are met as set forth in the Subsistence Manual, COMDTINST M4061.3 (series). The commanding officer shall document each authorization and file it for audit purposes. In the case of a member traveling under permissive travel orders, authorization of SEPRATS should be included in the travel orders.

c. Special BAS. The unit commanding officer must submit a letter or message request to Commandant (G-WPM-2), via or info normal chain of command, containing the information required for regular BAS in section 3-B-6.a. plus:

(1) Specify the period for which special BAS is required.

(2) A statement of conditions which necessitates payment of special BAS.

d. Prorated BAS and Supplemental BAS. Advance authorization is not required. Support payment with proper PMIS document.

e. Leave Rations. Advance authorization is not required. Support payment with proper PMIS document.

f. Review of Authorization. District commanders, Commanders of MLC's, commanding officers of Headquarters units or designees, should review authorization for payment of regular BAS and SEPRATS annually or more frequently if necessary, to ensure conformance with the policies outlined in section 3-B-4.

7. Entitlement Periods. Enlisted members are entitled to BAS under the conditions shown in figures 3-2 through 3-4.

8. Allowance for Subsistence – Coast Guard Auxiliary Members. Under the provisions of 14 U.S.C. 830, Auxiliary members under orders will be paid a commutation of ration allowance when rations-in-kind are not available and/or per diem is not payable. The rate payable shall be based on the current rate of regular BAS, all other enlisted members, in section 3-B-2.

9. Charges For Government Provided Meals. Military members may not receive a full BAS (SEPRATS, REG BAS, SPEC BAS, or Officer BAS) and meals or rations at no charge for the same period of service. Members in receipt of any type of full BAS must pay for meals and rations. This is a personal obligation of the individual. Members should be encouraged to pay for meals at the servicing Coast Guard Dining Facility (CGDF). In the event that members do not pay for meals at the CGDF, the CGDF must issue a PAA to HRSIC for pay checkage. Meals or rations provided by or on behalf of the government shall be paid for or charged at the discounted rate set by the Department of Defense Comptroller. Meals furnished by commercial air carriers (including MAC charter flights) are not meals furnished by a government mess or on behalf of the government. See Figure 3-5.

BAS ENTITLEMENT-ENLISTED MEMBER
PERMANENT STATION

RULE	A	B	C	D	E
	When an enlisted member is	and rations-in-kind are	and proper authority has	and the member is	then BAS entitlement is
1	at permanent station	furnished by Government without charge to member			PAR BAS
2		available but not furnished	granted permission to mess separately		SEPRATS (note 1)
3		not available	made determination of non-availability or impracticability		REG BAS (note 2)
4		available but impracticable to furnish (note 3)			
5	assigned to duty requiring absence from the station and the working hours or duties prevent eating certain meals in a Government mess	available and furnished for other meals	approved payment for specific meals	not entitled to travel or per diem allowances	PRO BAS prorated for each such meal
6	granted permission to mess separately and assigned to duty requiring absence from the station and the working hours or duties prevent eating certain meals in a Government mess	available but not furnished	approved supplemental payment for specified meal		SEPRATS plus SUPP BAS for each such meal (note 4)
7	assigned to duty under emergency conditions with ordinary subsistence expense	in-fact not available	approved authorization for emergency ration rate		SPEC BAS
8	at home or other non-military place awaiting orders in connection with Physical Evaluation Board proceedings (note 5)	not available			REG BAS (note 6)
9	serving on shipboard	available in a shore mess but not furnished	granted permission to mess separately (note 7)		SEPRATS
10		available and furnished			PAR BAS
11		not available (note 8)			REG BAS
12	In military confinement				none (note 9)
13	in recruit training, a cadet, or non-prior service member attending OCS	subsisted in kind			none
14	in a missing status				REG BAS

Notes:

1. A member receiving SEPRATS continues to be entitled to SEPRATS during periods of compensatory absence as long as the duty station remains unchanged.
2. A member receiving REG BAS continues to be entitled to REG BAS during periods of compensatory absence as long as the duty station remains unchanged. Member is not entitled to REG BAS during periods of authorized leave.
3. Applies to members assigned duties as investigators and such use of Government mess would adversely affect their mission. The impracticability determination may be made irrespective of other factors.
4. For periods of off-duty, such as weekends, holidays, or liberty, pay BAS at the rate prescribed when permission to mess separately is granted (rule 2).
5. A member so ordered is required to have the leave account charged to the extent possible. Although the leave account is charged, the member is not absent from duty unless the orders specifically grant leave. Unless leave is granted, the member would not be entitled to leave rations during periods the leave account is so charged. (Refer to 32 Comp Gen 348).
6. Entitlement begins on actual or constructive date of arrival at home or other designated place whichever date is earlier. Compute constructive arrival date via commercial transportation over shortest, usually traveled route.
7. When a shipboard member of a Career sea pay eligible vessel, may only be granted when being subsisted temporarily in a shore mess due to alterations, repairs, or inactivation. Members assigned to 65-foot cutters may be authorized continuous SEPRATS if there is an available shore mess and the member is granted permission to mess separately.
8. Applies when shipboard mess is closed for alterations, repairs, or inactivation of ship, and a shore mess is not available or contract meals are not furnished. Members assigned to 65-foot cutters may be authorized continuous REG BAS provided a shore mess is not available.
9. If a sentence to confinement is later disapproved or set aside, Partial BAS is payable for the period of confinement because the member was subsisted at government expense. Members serving correctional custody imposed by nonjudicial punishment are entitled to BAS as prescribed in section 3-B-4.e.

FIGURE 3-2

BAS ENTITLEMENT – ENLISTED MEMBERS
LEAVE AND UNAUTHORIZED ABSENCE

RULE	A	B	C
	When an enlisted member is	and rations-in-kind are	then, the individual is
1	on authorized leave or compensatory absence	not furnished	entitled to LVRATS (note 1)
2	on authorized sick leave	not furnished	entitled to SEPRATS (SL) (note 1)
3	in excess leave status		not entitled to BAS
4	in an unauthorized absence status		not entitled to BAS (note 2)

Notes:

1. Members receiving overseas station per diem allowances may continue to receive such in addition to BAS while on leave outside the U.S., or in Alaska or Hawaii.

2. Enlisted members receiving BAS forfeit one day's BAS for each day of unauthorized absence.

FIGURE 3-3

BAS ENTITLEMENT – ENLISTED MEMBERS
TRAVEL STATUS, INCLUDING PERMISSIVE TRAVEL ORDERS,
PROCEED TIME, AND HOSPITALIZATION

RULE	A	B
	When an enlisted member is	then the daily BAS entitlement is
1	delayed en route chargeable as leave	separate rations (SEPRATS-T) (note 1)
2	in a regular TDY/TAD travel status, including permissive orders	the same to which member is entitled at his/her permanent duty station, but not less than SEPRATS (note 1)
3	in a PCS travel status, including travel and proceed time	SEPRATS
4	hospitalized	the same to which member is entitled at his/her permanent duty station, but not less than SEPRATS (note 1)
5	training for, attending or participating in Pan American Games, Olympic Games or other authorized international sports competition	separate rations (SEPRATS) (note 1)
6	on TD/TAD to a career sea pay eligible vessel	continue entitlements from permanent unit (note 1)
7	on TD/TAD to an essential messing unit, temporary field assignment, or group travel	continue entitlements from permanent unit (note 1)
8	On TD/TAD to a career sea pay eligible vessel (1) without a dining facility or (2) having a private mess	SEPRATS(T)

Notes

1. The member must pay cash for government meals provided. (see Figure 3-5).

2. A non-prior service member on first tour of active duty (AD) must not be considered to be in a travel status if member's orders do not contain a designated permanent duty station, including travel to and from basic training; however, members departing from basic training with orders containing a permanent duty station are entitled to SEPRATS-T.

FIGURE 3-4

MEAL COLLECTION RATES
(EFFECTIVE 1 OCTOBER 2000) (NOTES 1 and 4)

RULE	A	B	C	D
	When a member receiving full BAS also receives subsistence	Then the daily collection rate for that meal for an enlisted member in pay grade E-1 less than 4 months active service is	And the daily collection rate for that meal for an enlisted member in pay grade E-1 through E-9 greater than 4 months active service is	And the daily collection rate for that meal for an officer is (note 4)
1	From an appropriated fund dining facility at the discount meal rate (note 2)	$6.60	$6.60	$6.60
2	From an appropriated fund dining facility at the standard meal rate (note 3)	$8.00	$8.00	$8.00

Notes:

1. These rates will be charged members who are in receipt of full BAS (SEPRATS, REG BAS, SPEC BAS, or Officer BAS) who are furnished government subsistence. Members shall normally pay for meals at the servicing Coast Guard Dining Facility. In the event that the member does not pay for meals at the Dining Facility, the Dining Facility must issue a PAA to HRSIC for pay checkage.

2. The discount meal rate applies to meals and rations provided through an appropriated fund (APF) dining facility to a member on full BAS (not entitled to per diem for subsistence) who is performing duty on a U.S. Government vessel, on sea duty, on a U.S. Government aircraft, on maneuvers, war games, field exercises, or similar operations for 181 days or less, on field duty, in a group travel status, or under essential unit messing. The discount meal rate also applies to meals and rations provided through an APF dining facility to a member assigned to joint task force operations (for other than training) at temporary U.S. Installations, or through a temporary dining facility.

3. The standard meal rate applies to meals and rations provided through an APF dining facility to any member not authorized the discount meal rate. This includes any member entitled to per diem for subsistence, except those on joint task force operations as described in note 2.

4. Charges for all meals provided under rules 1-2 above may be prorated for unavoidably missed meals or skipped meals authorized under local regulations established at the following rates:

   a. Breakfast = 20% of daily rate
   b. Lunch = 40% of daily rate
   c. Supper = 40% of daily rate

FIGURE 3-5

F. BAH Rules for Determining Relationship and Dependency.

1. Purpose. This section explains the conditions necessary to establish dependency and the support of dependency for entitlement to BAH. It shall be used by PERSRUS and commanding officers in:

   a. Determining the relationship or dependency for dependents as authorized in section 3-E.

   b. Determining if proper support is being provided.

   c. Counseling members concerning their right to BAH on behalf of dependents.

   d. Processing applications for BAH.

   e. In determining relationship or dependency for BAH entitlement, the appropriate officials must apply the rules in figure 3-16.

2. Lawful Spouse and Legitimate, Unmarried, Minor Children. A member's lawful spouse and legitimate, unmarried, minor children are at all times considered dependents for BAH purposes, except under the situations shown below and in sections 3-E-6 or 3-F-5. When both members are entitled to BAH or BAH-DIFF on behalf of a child(ren) from a previous relationship, when they marry and are stationed in the same area, all of the children are considered as one class of dependents. Therefore, only one BAH with Dependent rate (including BAH-DIFF) is payable. A determination of relationship is required, but usually a determination of dependency is not. In all instances of a member having a spouse on active duty, full details must be given showing full name, social security number, duty station, and the branch of Service of that spouse.

   a. When two members, with no other dependents, are married to each other, they may elect which member will receive BAH on behalf of their adopted children or children born of their marriage. Both members must agree to the election. If the members cannot agree, the senior member is entitled to BAH for their children. The members may subsequently elect to transfer BAH entitlement on behalf of adopted children and children born of the marriage from one member to the other. Such elections may not be applied retroactively.

   b. When one of two members married to each other is already receiving BAH at the with-dependent rate on behalf of an adopted child(ren), child(ren) from a previous marriage, or an illegitimate child(ren), then any child(ren) born of their marriage, or adopted by them, is within the same class of dependents for which the member is receiving BAH and the other member may not claim the children for BAH purposes. However, if the member elects to stop receiving BAH at the with-dependent rate, then the other member may claim the child(ren) for BAH purposes.

      (1) When both members are entitled to BAH-I, BAH-II or BAH-DIFF on behalf of child(ren) from prior relationships, and marry, and are assigned to the same or adjacent bases, and are not assigned government quarters, only one member may receive BAH at the with dependent rate on behalf of the common class of dependents.

(2) Effective 20 April 1999, when one of two members married to each other is receiving BAH at the with-dependent rate, the dependents include the parents of either member and only one BAH at the with-dependent rate is payable.

(3) Effective 20 April 1999, when married members are assigned to different locations, pursuant to competent military orders, their entitlement to increased allowances or to government-furnished quarters should be determined separately, without regard to the general rule that all children and parents of the members are dependents of the same class for the purpose of determining BAH entitlements. However, each member is required to have physical custody of the child(ren) in order to be paid BAH at the with dependents rate. If the child(ren) is with a third party, only BAH-DIFF can be paid (See figure 3-12).

(4) The following are BAH entitlement examples for members-married-to-members:

Example 1: Members A and B are married and stationed in the same geographical area. Member A is an E-7 and member B an E-5. Member A has a child from a prior marriage and resides with Members A and B. Member B has two children from a prior marriage and pays court ordered child support. Quarters are not available for assignment. What are their BAH entitlements?
Answer: Member A is entitled to BAH at the with dependents rate. Member B is entitled to BAH at the without dependents rate. (Member B is not entitled to BAH-DIFF).

Example 2: Members A and B are married and stationed in the same geographical area. Member A is an E-6 and member B is an E-4. Member A has a dependent parent. Member B has a child from a prior marriage who resides with Members A and B. Quarters are not available for assignment. What are their BAH entitlements?
Answer: The members must elect which one is to receive the with-dependent rate BAH. If they cannot agree as to the election, the entitlement will rest with the senior member. Elections cannot be retroactive. See section 3-F-2.b.(2).

Example 3: Members A and B are married and are assigned to different location, pursuant to competent military orders. Member A is an O-4 and member B is an O-4. Member A has a dependent child living with him, and member B has a dependent child living with her. Neither member is assigned government quarters. What are their BAH entitlements?
Answer: Member A and B are each entitled to BAH with dependents.

Example 4: Member A and B are married but no longer share a residence due to competent military orders. Member A is an E-7 and member B is an E-6. Member A has an illegitimate child for whom court-ordered child support is paid. Their legitimate child resides with Member B Neither member is assigned government quarters. What are their BAH entitlement?
Answer: While residing together prior to the issuance of military orders, Member A was only entitled to BAH without and Member B was entitled to BAH with. Due to the nature of the separation, Member A becomes entitled to BAH without and BAH-DIFF (court ordered child support). Member's A BAH-DIFF effective date will be the date Member B departs their residence or the official PCS departure date from the command, whichever is sooner. Member B remains entitled to BAH with dependents. Refer to section 3-F-2.b.(3).

3. Validity of Member's Marriage. Any case where the validity of a member's marriage is questioned is considered a case of doubtful relationship.

a. Remarriage Within Prohibited Period Following Divorce. Under the laws of some states, a marriage is not dissolved until a specified period has elapsed after granting of a divorce decree. Remarriage is prohibited within the specified period. Moreover, in all states that grant an interlocutory decree before they grant a final divorce decree, remarriage may not be contracted before the final decree is granted.

b. Marriage by Proxy. Proxy marriages are considered valid if performed in a jurisdiction recognizing common-law marriages and has no statute or judicial determination prohibiting proxy marriages.

c. Marriage by Telephone. A marriage by telephone will be recognized as entitling a member to BAH on behalf of a "lawful spouse" only if a statute or court decision authorizes or recognizes telephone marriages in the jurisdiction where the marriage was performed.

d. Common-Law Marriages. Under laws of certain states, a common-law marriage may be entered into by persons who do not obtain a license to marry or go through certain other formalities. Common-law marriages entered into in those states are considered valid if they are contracted in accordance with state law.

e. Foreign Nation Divorce. A foreign nation divorce may or may not be recognized as valid in the United States depending on several factors. These factors include place of residence of the parties involved, whether they appeared in person to obtain the divorce, and applicable state laws. Any claim involving remarriage of a member following a foreign nation divorce and any claim by or on behalf of the spouse from whom the member has obtained a foreign nation divorce are cases of doubtful relationship. A claim based on a member's marriage to a person who has obtained a foreign nation divorce is also a doubtful case.

f. Purported Marriage.

(1) Void Marriage. If a member's marriage is void (because of a pre-existing marriage of the spouse, for example) the member has no lawful spouse and is not entitled to BAH as a result of the purported marriage. When invalidity of the marriage is discovered, no further BAH payments may be made for any period (see figure 3-14, rule 4). When validity of a marriage is questionable, submit the case to the office shown in section 3-F-3.f.(4) for a determination on validity of the marriage and, if necessary, validation of payments already made.

(2) Final Divorce Decree. A decree certified by the issuing court or a certified statement under seal from the clerk of the court establishing the exact date of the divorce from bond of matrimony. To avoid overpayment of BAH pending receipt of court documents, a member may submit a written statement to their servicing PERSRU, via their command, indicating the effective date of the final divorce decree and request BAH be stopped.

(3) Annulled Marriage. If a member's marriage is annulled by court decree, no further BAH payments may be made for any period (see figure 3-14, rule 3). The member may retain payments received before the effective date of the decree.

(4) Determination and Validations. Submit requests for determination on validity of a marriage (doubtful cases) or for validation of payments to the appropriate address shown below:

Commanding Officer (LGL)
Coast Guard Human Resources Service & Information Center
444 SE Quincy St.
Topeka, KS 66683-3591

4. Child of Legally Invalid Marriage. An unmarried minor child of an invalid marriage or a marriage annulled as void or voidable is considered a dependent for BAH purposes.

5. Support of Dependents-General.

a. Proof of Support. The statutory purpose of BAH on behalf of a dependent is to at least partially reimburse members for the expense of providing private quarters for their dependents when government quarters are not furnished, and not to pay BAH on behalf of a dependent as a bonus merely for the technical status of being married or a parent. Proof of support of a lawful spouse or unmarried, minor, legitimate child of a member is generally not required. However, when evidence (e.g., special investigation reports; record reviews; fraud, waste and abuse complaints; sworn testimony of individuals; statement by member) or complaints from dependents of nonsupport or inadequate support of dependents are received, proof of adequate support as stated in section 3-F-5.e., is required.

b. Nonsupport. When support requirements are established as in subsection d below, they will apply. If the support requirements are not established by court order or mutual agreement, the member must provide proof of support in an amount that is at least the lesser of the BAH received on behalf of the claimed dependents, or a reasonable amount requested by or on behalf of the dependents; however, in no case may the support contribution be less than the difference between the "with" and "without" dependents BAH rates applicable to the member's grade. The amount of support required for entitlement to retain or receive BAH on behalf of dependents does not necessarily mean that such amount is deemed adequate to meet the policy of the service concerned as to what constitutes adequate support in the absence of a written mutual agreement or court order. Refer to Article 8.M, Personnel Manual, COMDTINST M1000.6 (series). A member who fails to support a dependent on whose behalf BAH is received is not entitled to BAH on behalf of that dependent. Recoupment will be effected for periods of nonsupport or inadequate support. Unless a period of nonsupport or inadequate support was caused as a result of mission requirements (e.g., remote assignment, deployed, limited access to administrative support and/or financial networks, etc.), or the actions of outside agencies (such as financial institutions, postal service, etc.) over which the member has no control, the subsequent payment of arrears of support does not entitle a member to BAH on behalf of the dependent for the period of nonsupport or inadequate support. If a member is not entitled to BAH for dependents under any of the subsequent subparagraphs, consider entitlement to without dependent or partial rate BAH under section 3-D.

Note: A member does not avoid the legal responsibility to comply with a court order for support by forfeiting BAH.

c. Legal Separation Agreement or Court Decree, Judgment or Order Silent on Support, Not Stating Amount of Support, or Absolving Member of Support Responsibility. A legal separation agreement, court decree, judgment, or order that is silent on dependent support, does not state the amount of dependent support, or absolves the member of dependent support responsibility does not of itself affect a member's BAH entitlement. This is true regardless of the jurisdiction in which the decree, agreement or order was issued or in which the dependent is domiciled. The member is entitled to BAH on behalf of a dependent if the member contributes to the support of the dependent in an amount that is not less than the difference between the member's applicable "with" and "without" dependent BAH-II rates.

d. Legal Separation Agreement or Court Order Stating Amount of Support. If there is a court order or legal separation agreement stating the amount of support, a member must contribute to the support of the dependent the amount specified therein, but in no case may the support payments be less than the difference between the applicable BAH-II at the "with" and "without" dependent rate.

(1) When a member is divorced from a nonmember, and they share joint legal custody of a child, and the ex-spouse is awarded primary physical custody and is not living in government quarters, then the member is considered a non-custodial parent for the purpose of entitlement to BAH. If the member's court-ordered support is less than the difference between the applicable BAH-II at the "with" and "without" dependent" rate, then the member is entitled to the BAH at the rate for members without dependents only if not residing in government quarters. However, a member who pays additional support to the ex-spouse having primary custody of the child and not assigned to government quarters, entitled to BAH on behalf of a dependent solely on the basis of payment of child support, is entitled to BAH at the without-dependent rate and BAH-DIFF.

(2) When a member has temporary custody of a child and they reside in private quarters, the cost of maintaining a residence is not a factor in determining entitlement to with dependent rate of BAH and may not be used instead of or in addition to child support to qualify for increased allowances. The dependent child must reside with the member on a non-temporary basis (e.g., for a continuous period of more than 90 consecutive days) to qualify for the "with dependent" rate BAH for the temporary period. The cost of maintaining a home may not be added to the child support amount to qualify for the increased allowances.

e. Adequate Support. If the support requirements are not established by court order or legal separation agreement, a member must provide support in an amount that is not less than the difference between the "with" and "without" dependent BAH-II rates applicable to the member's grade. The amount of support required to retain or receive BAH on behalf of a dependent does not necessarily mean that such amount is adequate as to what constitutes adequate support in the absence of a legal separation agreement or court order.

f. Increase in Support Required by Increase in BAH-II Rates. Effective 20 April 1999, whenever there is an increase in BAH-II rates, the minimum required support under sections 3-F-5.c., 3-f-5.d., and 3-f-5.e., above, increases to the difference between the new "with" and "without" dependent BAH-II rates. Members receiving BAH on behalf of a dependent under these circumstances must increase the amount of support, when applicable, within 60 days of the increase in order to continue receiving the increased entitlement.

g. Voluntary Support Payments. Voluntary support payments will not be considered for purposes of determining BAH entitlement unless there is a mutual agreement between the member parents that the support payments will be accepted by the custodial member parent.

h. Settlement Agreement.

(1) Property settlements made under a court order or written agreement are not considered support for BAH purposes.

(2) Payments made under a settlement in place of support are considered support for the period expressly provided in the written agreement or court order.

(3) A lump-sum settlement in place of future support made under written agreement or court order is considered support for the period the lump sum would reasonably cover support of the dependent.

i. Interlocutory Decree of Divorce. If an interlocutory decree of divorce does not provide for support to the spouse, the member is not entitled to BAH for the spouse after the date of the decree unless proof of support is furnished.

j. Doubtful Cases. Submit any doubtful cases involving support for determination to Coast Guard Human Resources Services and Information Center (LGL).

6. Support of Dependent-Both Parents Are Members.

a. Divorce or Legal Separation Effective or Amended Before 1 July 1992. In addition to the provisions of section 3-F-5, the following subparagraphs apply when divorced or legally separated parents are both members and the divorce or separation occurred prior to 1 July 1992. These rules apply only when neither member is assigned to family-type government quarters, unless otherwise specified.

(1) The non-custodial parent is entitled to BAH on behalf of the child(ren), provided the non-custodial parent pays adequate child support.

(2) If the non-custodial member does not pay the required amount of child support, the custodial member is entitled to BAH on behalf of the children.

(3) The custodial member is entitled to BAH on behalf of the child(ren) if the non-custodial member declines to claim the child(ren). Such declination should be in writing if possible, may be revoked at anytime, and may not be retroactive. If the non-custodial member is entitled to BAH on behalf of another dependent, the custodial member is entitled to BAH on behalf of the child(ren) of the marriage.

(4) Only one parent is entitled to BAH on behalf of children of the marriage when all of the children reside in one household; this applies even if child support payments are specifically for support of only some of the children.

(5) When the child(ren) of the marriage are in the custody of a third party, only one member is entitled to BAH on behalf of the children, even if both members are paying sufficient child support to qualify for the entitlement. The senior member is entitled to BAH on behalf of the child(ren) when the two members do not agree on which person will claim the entitlement. If the members are of equal rank, date of rank determines which one receives BAH on behalf of the child(ren).

(6) When each member has legal and physical custody of one or more of the children of the marriage, each member is entitled to BAH on behalf of those child(ren). If one member is paying adequate child support on behalf of the child(ren) in the other member's custody, the custodial member is not entitled to BAH on behalf of the child(ren) in that member's custody.

(7) When a non-custodial member pays child support to the custodial parent who also has another dependent who makes that member eligible for BAH, there is a presumption that the custodial parent's entitlement is based on the dependent(s) other than the child(ren) of the marriage. The BAH entitlement for the custodial and non-custodial parents is determined individually.

b. Divorce or Legal Separation Effective or Amended After 30 June 1992. In addition to the provisions of section 3-F-5, the following subparagraphs apply when the divorced or separated parents are both members and the divorce or separation occurred, or the decree or agreement was amended after 30 June 1992. These rules apply only when neither member is assigned to family-type government quarters, unless otherwise specified.

(1) Unless the members agree to the contrary, the custodial parent is entitled to BAH-I on behalf of the child(ren) regardless of the amount of child support received by that member. In addition to the court order, a separate notarized agreement between the members must be provided in order for the non-custodial member to receive BAH on behalf of the child(ren).

(2) When the members each have legal and physical custody of one or more of the children of the marriage, they are each entitled to BAH on behalf of the children in their individual custody, regardless of child support payments from one member to the other.

(3) When the child(ren) are in the custody of a third party, the rule in 3-F-6.a.(5) applies.

(4) When the dependents are not a common class, section 3-F-6.a.(7) applies.

7. Child Living With Former Spouse Remarried to Another Service Member.

a. When a member's child resides in government quarters not assigned to the divorced member parent, that member is not entitled to BAH on behalf of the child.

b. BAH may not be paid on behalf of a child to both the step-parent and the natural parent at the same time. The natural parent has priority to BAH on behalf of that child if providing adequate support.

8. Child Living With Former Spouse-Member Remarries.

a. Section 3-E-1 does not apply in the case of a member who is required to support a child in the custody of a former spouse when the member remarries and is assigned to or occupies government family quarters. The member is not entitled to BAH on behalf of the child living with the former spouse. This rule also applies when, upon remarriage, the member marries a member.

b. If a member is required to support a child in the custody of a former spouse and the non-custodial parent marries another member and children are born of this marriage, and the member paying child support vacates government family quarters on PCS assignment with quarters being reassigned to the new spouse, the member reassigned PCS is entitled to BAH on behalf of the child(ren) of the former marriage.

9. Child(ren) Living With Former Spouse or Estranged Spouse Who Is Member Assigned Family Quarters. When the member parent having custody of the child(ren) is assigned to, or occupies, adequate family-type quarters with the child(ren) while receiving child support, the member parent paying child support is not entitled to BAH on behalf of the child(ren).

10. Child Living With Former or Estranged Spouse in Family Quarters Visits Member. When a child(ren) who normally resides in government family quarters with a member's former or estranged spouse (custodial parent) visits the member in private quarters for more than 90 days, the visit is considered non-temporary and the member is entitled to BAH on behalf of the child(ren) from the first day of the visit. If the visit is 90 days or less, BAH on behalf of the child(ren) is not payable for any part of the visit.

11. Adopted, Illegitimate, and Step-Children. Adopted children, illegitimate children, and step-child(ren) are primary dependents. In fact dependency is no longer required for these dependents.

a. Proof of Parentage. A member who claims BAH on behalf of an adopted child, step-child, or a child born out of wedlock (parents are not married to each other at the time of the child's birth) must provide proof of parentage as follows:

(1) for an adopted child, document showing the member is the child's legal parent.

(2) for a step-child, a marriage license showing the member is married to the child's legal parent and documentation showing that the member's spouse is the parent of the child.

(3) For a child born out of wedlock, a birth certificate with the member's name cited is required. If the member's name is not stated on the birth certificate, or a court-order, obtain a signed statement of parentage from the member. If the illegitimate child(ren) is (are) not in the custody of the member parent, the case is treated in accordance with the rules for BAH-DIFF. The same rules apply when applicable to a member-mother not having custody.

b. Support Requirements. A member-parent may claim a dependent child(ren) adopted children, illegitimate children, and step-child(ren) for BAH purposes. Proof of support for dependents is generally not required. The provisions of section 3-F-5.a. will be applied. The member is entitled to BAH if the member contributes to the support of the dependent(s) and that support is not less than the BAH-DIFF. This includes members entitled to BAH-DIFF and members assigned to single type quarters when the child(ren) is in the physical custody of another person.

12. In Fact Dependency Determinations for Secondary Dependents. An incapacitated child over age 21, a ward of the court, or an unmarried child over age 21 and under age 23 full-time in college, requires in fact dependency. The child must be dependent upon the member for over one-half of the child's support. This means:

a. The child's income, not counting the member's contributions, must be less than one-half of the child's living expenses, and

b. The member's contribution must be more than one-half of the child's monthly living expenses.

c. A ward, who is an unmarried person who meets each of the following conditions:

(1) has been placed in the member's legal custody by order of a court of competent jurisdiction in the United States, Puerto Rico, or a possession of the United States for a period of at least 12 consecutive months (The 12-month period is measured from the date of the court order placing the person in the custody of the member whether such order was issued prior to or on or after 1 Jul 94); and

(2) either has not attained the age of 21 or has not attained the age of 23 and is enrolled in a full time course of study at an institution of higher learning approved by the Secretary concerned, or is incapable of self support because of mental or physical incapacity that occurred after the person was first determined to be a dependent of the member; and

(3) is dependent on the member for over one-half of the person's support; and

(4) resides with the member unless separated by the necessity of military service or to receive institutional care as a result of disability or incapacitation or under such other circumstances as the Secretary concerned may be regulation prescribe; and

(5) is not a dependent of a member under any other part of this definition.

13. Dependent Child Adopted by a Third Party. A member is not entitled to BAH for a child after the child is adopted by a third party and the final order or decree of adoption has been entered. Entitlement to BAH continues after an interlocutory decree has been entered if the decree does not change the legal relationship between the child and the member, and the member supports the child.

14. Confinement in Penal or Correctional Institution.

    a. BAH Payable. Confinement of a member's spouse or unmarried minor child in a penal or correctional institution does not affect member's right to BAH on the dependent's behalf, unless:

        (1) The member refuses to support the dependent.

        (2) The member has been absolved from supporting the dependent.

        (3) The period of confinement may extend beyond 5 years.

        (4) The case is otherwise doubtful.

    b. Doubtful Cases. Submit cases involving a sentence extending beyond 5 years and doubtful cases to CG HRSIC(LGL). BAH is not payable while decision is pending.

15. Limitation on the Amount of BAH Payable to a Member Entitled to BAH Solely on the Basis of the Member's Payment of Child Support.

    a. Except as provided in subparagraph b., if a member is assigned to single-type quarters of the United States or a housing facility under the jurisdiction of a Uniformed Service and is authorized BAH solely by reason of the member's payment of adequate child support, the member is entitled to BAH-DIFF.

    b. A member who was assigned to single-type government quarters and entitled to BAQ at the with dependent rate solely on the basis of the member's payment of child support on 4 December 1991, is entitled to BAH-II at the with-dependent rate until such time as the member becomes entitled to receive BAH on behalf of a dependent for a reason other than, or in addition to, the member's payment of child support. If a member moves out of single-type government quarters on or after 1 January 1998, the member is no longer entitled to BAH-II under the preceding sentence. Grandfathered members who complete a PCS to a new military housing area (MHA) on or after 1 January 1998, will be eligible to receive only BAH-DIFF while residing in single-type government quarters. If they are authorized to reside on the economy after the PCS, they will be eligible to receive BAH at the without dependent rate in addition to the BAH-DIFF.

c. Effective 1 June 2000, a member not assigned to government quarters who is entitled to BAH on behalf of a dependent solely on the basis of payment of child support, is entitled to BAH at the without-dependent rate and BAH-DIFF.

d. The provisions of section 3-D-3.e.(2), for members in pay grade E-6 assigned ashore, and section 3-D-3.f.(3), for members E-5 and above assigned to a career sea pay eligible vessel, apply to these members meeting the eligibility requirements for BAH-DIFF.

16. Dependent Parent and Parent-in-law.

a. Basis of Determination. Dependency of a parent or parent-in-law is determined on the basis of a Parents Dependency Affidavit (HRSIC Form 1758). This affidavit will be mailed by HRSIC and submitted by the parent or parent-in-law establishing that the parent or parent-in-law is, in-fact, dependent on the member for over one-half of the parent's or parent-in-law's support, and any other evidence required under applicable regulations. Determination of dependency is made by applicable authority listed in subparagraph 3-F-3.f.(4). A legal guardian may complete the form for a mentally incompetent parent.

b. Dependency Requirement. A member is entitled to BAH-I on behalf of parents if the parents are dependent upon the member for over one-half of their support. This means:

(1) The parents' income, not counting the member's contribution, must be less than one-half of their monthly living expenses, and

(2) The member's contribution must be more than one-half of the parent's monthly living expenses.

c. Change in Status of Dependent. A member is entitled to BAH for any active duty period during which dependency of the parent is shown to exist, whether the dependency arose before or after the member entered service. If dependency arises because of changed circumstances, and the facts show the member has started to contribute over one-half of the parents' support, BAH is authorized from the date the contribution began.

d. Step-parent. A step-parent-stepchild relationship ends upon divorce from the blood parent, but not necessarily upon the death of the blood parent. BAH on behalf of a step-parent may be established after death of the blood parent.

17. Factors Used in Dependency Determinations for Parents.

a. Family Unit Rule. In determining dependency of a parent, the total income and expenses of the family unit of which the parent is a member must be considered. Normally, the member's contribution to the expenses of the unit must exceed one-half of the unit's total expenses before any one person in the unit can be considered dependent on him or her. For example, a mother cannot be considered dependent if she is a member of a family unit in which her husband is supporting himself but is not providing sufficiently for the mother's individual needs.

b. Equity and Good Conscience. When application of the family unit rule results in manifest injustice, any other available evidence of dependency is considered, and determination made according to principles of equity and good conscience.

c. Charity. Effective 20 April 1999, contributions made to parents by charitable organizations are considered income of the parent.

d. Charitable Institution. Residence of a parent in a charitable institution, public or private, is not a bar to entitlement if the member claims BAH on behalf of the parent and other conditions of entitlement are met.

e. Social Security, Unemployment Compensation, and Pensions. Effective 20 April 1999, payments made to the parent from the Social Security Administration, unemployment compensation, and financial assistance from governmental agencies, are considered income. Pensions received by the parent are also considered income.

f. Capital Assets. Unliquidated capital assets are not considered income, and parents are not required to deplete their capital assets in order to establish dependency on a member for BAH purposes. However, proceeds derived from the liquidation of capital assets are considered income. Amounts placed in reserve for depreciation of property held for income normally are considered available for current living expenses of a parent, and are therefore, income.

g. Rate of Return Rule. In determining dependency of parents who possess uninvested capital, compute the income return on the basis of 5.25 percent per annum.

18. Payment of BAH; Members in a Non-pay Status.

a. Entitlements.

(1) Unauthorized Absence. For a period not to exceed 2 months from the first day of absence, BAH at the rate being credited a member in grades E-1, E-2, E-3, and E-4 (4 years' or less service). at the time absence commenced may be paid to a dependent on whose behalf BAH was claimed prior to commencement of the absence, if all of the following conditions exist:

(a) The member has been in an unauthorized absence status for more than 29 consecutive days.

(b) The dependent applies for payment of BAH and the application is received by appropriate authority within 3 months after the date absence commenced.

(c) If the Service concerned fails to provide timely notice to dependents of their right to apply for BAH, a waiver of the 3-month stipulation in (b) above may be granted on a case-by-case basis by Commandant (G-WPM). If such a waiver is granted, payment may only be made on those applications received within 2 months after the dependents are properly notified of their right to submit such applications.

(d) No positive information has been received that the dependent is residing with or has joined the member at the place of absence.

(e) If a member is assigned government family-type quarters (adequate or inadequate), no payment of BAH may be made.

(f) Payment of BAH may not be made directly to the member on behalf of a dependent. Payment shall be made only to the dependents.

19. Pretrial Confinement in a Foreign Country. For a member in pretrial confinement in a foreign country, payment of BAH is authorized as follows:

a. Enlisted members in grades E-1, E-2, E-3, and E-4 (4 years' or less service). Payment is authorized for a period not to exceed 2 months. For any subsequent months there must be showing of hardship on the dependent and approval on a case-by-case basis as follows:

Commanding Officer (LGL)
Coast Guard Human Resources Service & Information Center
444 S.E. Quincy St.
Topeka, KS 66683-3591

b. Enlisted members in grades E-4 (over 4 years' service) and above (cases where there has been a showing of hardship on the dependent). The approval authority for the initial and any subsequent payments is as shown in subparagraph a., above. No payment may be made without the approval of such authority on a case-by-case basis. Payments are subject to the conditions stated in 3-F-18.a.(1), above.

20. Excess Leave. BAH may continue to be paid to a member in grade E-4 (4 years' or less service) or below, with dependents, for a period not to exceed 2 months during which an excess-leave status exists unless it is anticipated that member will not return to duty, for example, appellate leave. The 2-month period shall be computed from the first day of excess leave.

21. When to Apply for or Change BAH. A member must submit a Dependency Worksheet (CG HRSIC-2020), located in Enclosure (1) of the Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series), with the required supporting documentation. This worksheet will be command approved and submitted to the member's servicing PERSRU for change to the CG-4170A when:

a. The member initially claims BAH.

b. Any material change occurs in dependency status (separation, divorce, death of dependent, dependents entering the armed forces, voluntarily withdrawing dependency claim, etc).

DETERMINING RELATIONSHIP OF DEPENDENCY FOR BAH ENTITLEMENT

RULE	A	B	C		D	E	F	
	If dependent claimed is	and	and member is a		and	and	then determination is made by	
			Coast Guard Officer	Coast Guard Enlisted			Commanding Officer (note 1)	CO, HRISC (LGL) for determination or submission to the Dept. of Hearings and Appeals (DOHA)
1	a spouse	marriage is legal, without question	X				X	
2				X	neither member has been previously married	marriage was contracted within the various states or territories by legal, civil, or religious ceremony	X (note 2)	
3		marriage is of doubtful legality (note 3)	X	X				X
4	a child, unmarried	child is under 21 years of age	X		child is legitimate or legitimated by marriage of blood parents (note 4)		X (note 5)	
5				X			X (note 5)	
6			X	X	child of member is illegitimate	member father has physical custody of child	X	
7			X	X	child of member is illegitimate	member father does not have physical custody of child		X
8			X	X	child of member father was illegitimate, and is legitimated by court order		X	
9			X	X	child of mother is illegitimate	member mother has custody of child	X (note 7)	

Continued on next page.

FIGURE 3-16

DETERMINING RELATIONSHIP OF DEPENDENCY FOR BAH ENTITLEMENT

RULE	A	B	C		D	E	F	
	If dependent claimed is	and	and member is a		and	and	then determination is made by	
			Coast Guard Officer	Coast Guard Enlisted			Commanding Officer (note 1)	CO, HRISC (LGL) for determination or submission to DOHA
10	a child, married		X	X	marriage is terminated by divorce, annulment or death of spouse		X	
11	a child, unmarried	child is over 21 years of age	X	X	child is mentally challenged or physically incapacitated (note 8)			X (note 6)
12			X	X	child is under 23 years of age	child is a full time student	X (note 6)	
13	a stepchild		X	X			X	
14	an adopted child or a child placed with a member for the purpose of adoption		X	X				X
15	a parent including ("in loco parentis") and parent-in-law		X	X				X (note 6)
16	confined in a penal institute		X	X			if dependent's confinement is for 5 years or less	if dependent's confinement exceeds 5 years
17	a ward		X	X				X

Notes:

1. May be the responsible officer at the PERSRU or a designated representative (who must be an E-5 or above) who is authorized to sign CG-4170A.
2. This same rule applies when either member or spouse has been previously married, if the previous marriage was dissolved by:
   a. Death.
   b. Final decree of divorce (other than foreign)
   c. Annulment (not prohibiting remarriage) granted at least 1 year before date of present marriage.
3. Includes common-law wives; those married by proxy or telephone or within a prohibited period following divorce, or a divorce granted by a foreign country; and annulled marriages.
4. For BAH purposes, children will be considered the same as legitimate on and after the date of marriage of the blood parents.
5. If the child is in the custody of another, the member must provide support in the amount of the court-ordered support or the amount of the BAH, whichever is the lessor; but in no case, can the amount be less than the difference between BAH at the "with" rate versus the "without" rate. Submit doubtful claims to the Coast Guard Human Resource Services and Information Center (LGL).
6. Must be, in-fact, dependent on service member for over one-half of support.
7. Claims of dependency for BAH entitlement by member mothers who do not have physical custody of their illegitimate child will be treated the same as rule 7.
8. Incapable of self-support because of a mental or physical incapacity that occurred while the person was considered a dependent of the member.

FIGURE 3-16 (cont'd)

G. Family Separation Allowance.

1. Types of Allowance. Under the provisions of 37 U.S.C. 427 and 37 U.S.C. 403, two types of Family Separation Allowances are authorized for only members with dependents of the Uniformed Services; Family Separation Housing (FSH) (formerly called FSA Type-I), and Family Separation Allowance (FSA), comprised of FSA-R, FSA-S, and FSA-T. Both types are payable in addition to any other allowance or per diem to which a member may be entitled. A member may qualify for FSH and FSA for the same period. In that case, concurrent payment of both types is authorized. A member however may not receive more than one FSA payment for the same period even though the member may qualify for FSA-R and FSA-S or FSA-T (47 Comp Gen 788).

2. Definition of Terms. For the purpose of this section the following definitions apply:

a. The term "dependents" is defined as:

(1) Primary. Spouse or children as defined for BAH entitlement in section 3-F (except, for FSA purposes, the definition does not apply when the sole dependent is a wife legally separated or child in the legal custody of another person).
(MS Comp. Gen. B-169522 dated 3 August 1971.)

(2) Secondary. Parents defined for BAH entitlement in section 3-F-16.

Note: Generally a member may not be paid an allowance (including FSH/FSA) for a dependent during any period that the dependent is entitled to active duty basic pay. However, this does not bar entitlement to FSA to a couple comprised of a member married to another member with no other dependents. Such couple is entitled to FSA under the conditions of this section. The couple is not entitled to FSH.

b. Household. This term means the same as "home" or "family" and applies to a collection of persons living under one roof, having one head or manager who controls and supervises the affairs of the family. For FSA purposes the definition applies only to "secondary dependents" (46 Comp Gen 148).

c. Overseas Tour.

(1) Accompanied Tour. A prescribed length of duty outside CONUS for personnel accompanied by command-sponsored dependents.

(2) Unaccompanied Member. A member whose dependents have not accompanied him or her, or, having joined the member at his or her own expense, and are not command-sponsored.

(3) All Others. A prescribed tour outside CONUS for personnel without dependents, those not eligible for dependent travel, those whose dependents are not eligible for dependent travel, or with dependents but who elect to serve overseas unaccompanied by eligible dependents.

3. Family Separation Housing (FSH). A member of the uniformed services with dependents who is on permanent duty at a location which meets the conditions of section 3-G-3.a., figure 3-17, and figure 3-18 is entitled to FSH. FSH is in addition to any other allowance or per diem that the member is otherwise entitled. A member with dependents who is assigned to duty at a location, or under circumstances, that require the member's dependents to reside at a different location is entitled to FSH plus basic allowance for housing (BAH) at the with dependents rate as prescribed in figure 3-10, rules 2 through 7.

   a. When Payable. FSH is payable to a member with dependents who meets all of the following conditions:

      (1) When transportation of dependents to the permanent station or a place near that station is not authorized at Government expense;

      (2) The dependents in fact do not reside at or near the permanent station; and

      (3) Government quarters of the United States or housing facilities are not available for assignment to the member and Government quarters or housing facilities are not assigned. When Government quarters are available, the member does not have the option to decline the assignment to such quarters for the purpose of gaining an entitlement to FSH.

   b. Amount Payable. FSH is payable in a monthly amount equal to BAH or OHA payable to a member without dependents in the same pay grade.

   c. Divorced or Legally Separated members. Treat FSH cases involving a divorced or legally separated member, or such a member with a child in the legal custody of a former spouse or another person, the same as FSA cases. Refer to section 3-G-4.

4. FSA. Compensates a member for the additional expenses incurred because of a family separation under one of the conditions in 3-G-4-a.(1) through (3). It is payable to qualified members serving inside or outside the United States. It is not authorized when a member performs duty at any station under permissive orders. See section 3-G-13 for rules concerning FSA to members married to members.

   a. When Payable. Through 30 September 1980, FSA was payable to a member serving in pay grade E-4 (over 4 years' service) or above as a member with dependents. Effective 1 October 1980, FSA is payable to a member serving in any grade as a member with dependents. FSA is payable to members married to members as prescribed in section 3-G-13. A member must meet all general requirements and one of the following conditions in order to qualify for FSA:

      (1) FSA-R. Is authorized when a member is transferred to a new permanent duty station where transportation of dependents is not authorized at government expense and the dependents do not live at or near the member's permanent duty station or homeport.

(2) FSA-S. Is authorized when a member is permanently assigned to a ship which is away from its homeport continuously for more than 30 days. (44 Comp Gen 324, MS Comp Gen B-165122 dated 31 Jan 1969, and MS Comp Gen B-237554 dated 2 Nov 1990.) Refer to section 3-G-11 for computation of the 30-day qualifying period. During the period 1 December 1994 through 9 February 1996, dependents were required to live in the vicinity of the homeport; effective 10 February 1996, the dependents are no longer required to reside in the vicinity of the homeport.

(3) FSA-T. Is authorized when a member is TEMDU/TAD away from the permanent station, including TEMDU/TAD aboard ship, continuously for more than 30 days, and the dependents do not reside at or near the TEMDU/TAD station. (MS Comp Gen B-237554 dated 2 Nov 1990). Refer to section 3-G-10 for computation of the 30-day qualifying period. During the period 1 December 1994 through 9 February 1996, dependents were required to reside in the vicinity of the permanent duty station; effective 10 February 1996, the dependents are no longer required to reside in the vicinity of the member's permanent duty station. Effective 23 September 1996, member married-to-member who have no dependents are eligible for FSA-T.

Reservists (with dependents) on active duty greater than 30 days, but less than 140 days, who are stationed away from their home drilling unit, and whose dependents do not accompany them to the active duty site, are entitled to FSA-T.

b. Multiple Periods of FSA Eligibility. Effective 20 June 1994, when a member returns to their PDS or homeport from an FSA eligible period, (i.e., TAD or afloat for more than 30 consecutive days), and then departs their PDS or homeport within a period of 30 days or less for a subsequent period of FSA eligibility, they are entitled to FSA for that interim period as well as the subsequent period of TAD or afloat. In calculating whether the interim period is 30 days or less, the interim period starts the day after the initial deployment and ends the day prior to redeployment. For interim FSA to be payable, the member must perform the same type of FSA duty for both deployment periods, i.e., a member who qualifies for FSA-S, who within 30 days deploys to a qualifying period of FSA-T, is not entitled to interim FSA.

Example 1: An eligible member is attached to a career sea pay eligible vessel, and that vessel departs its homeport on 1 July and returns to homeport on 15 August, the member is entitled to FSA-S payment for 44 days under section 3-G-11. On 14 September, the vessel departs its homeport for a subsequent period of 35 days. Since the interim period of homeport was 29 days and the member was entitled to FSA-S for the initial and subsequent period away from homeport; the member is also entitled to FSA-S payment for 28 days during the interim period under section 3-G-11.

Example 2: An eligible member departs PDS for a TAD period on 1 March and returns to PDS on 4 April. The member is entitled to FSA-T payment for 33 days under section 3-G-10. On 6 May, the member departs PDS for a subsequent TAD period of 35 days. The member is not entitled to FSA-T for the interim period because that period exceeded 30 days.

Example 3: An eligible member is attached to a career sea pay eligible vessel, and that vessel departs its homeport on 1 June and returns to homeport on 1 July. The member is entitled to FSA-S payment for 30 days under section 3-G-11. On 25 July, the vessel departs its homeport for a subsequent period of 20 days. Since no entitlement exists for the subsequent deployment, no entitlement is created for the interim period.

c. Qualifying for FSH and FSA for the Same Period. In such cases, concurrent payment of both types is authorized. A member may not, however, receive more than one payment of FSA for the same period, even though qualified for FSA-R, and FSA-S or FSA-T.

d. Amount Payable. Effective 1 October 1985 through 14 January 1991, FSA is payable in a monthly amount of $60.00. Effective 15 January 1991 through 31 December 1997, FSA is payable in a monthly amount of $75.00. Effective 1 January 1998, FSA is payable in a monthly amount of $100.00.

e. Conditions of Entitlement. Refer to figures 3-19 and 3-21.

5. Common Residence Requirements (FSA Only). A member is not considered “a member with dependents” for FSA entitlements when:

a. The sole dependent is placed in an institution for a known period of over 1 year or for an indefinite period, which may be expected to exceed 1 year.

b. The sole dependent is a spouse legally separated or a child(ren) in the legal custody of another person. Exception: When the member has joint physical and legal custody of the child(ren) and the child(ren) would otherwise reside with the member but for the current assignment, the member will be considered as a “member with dependents" for FSA entitlement.

c. The member’s dependent parent does not reside in a home which the member controls, supervises, and maintains for mutual use when circumstances permit (43 Comp Gen 44, 46, and 148).

d. For member-married-to-member with no dependents, couple must have resided together immediately before being separated by reason of execution of military orders.

6. Temporary Social Visits by Dependents. A member in receipt of FSH and/or FSA and has social visits by his or her dependents, their FSH and/or FSA entitlements will be affected as follows:

a. FSH and FSA-R. Credit continues to accrue while the member’s dependents visit the member at or near the permanent duty station not to exceed 3 continuous months, if facts clearly show:

(1) The dependents are merely visiting and not establishing a residence.

(2) That the visit is of a temporary nature and is not intended to exceed 3 months. If, for unforeseen reasons (due to illness or other emergency), a bona fide social visit extends beyond 3 months, stop FSH/FSA-R credit at the end of the 3-month period. If the visit is initially intended to exceed 3 months, stop FSH/FSA-R credit the day before the dependents arrive at the member's permanent station. Credit is again authorized on and after the day the dependents depart from the member's station (3 Comp Gen 596). A member is entitled to FSH and FSA-R even though one or more, but not all of the dependents visit the member in excess of 3 months if member is otherwise entitled to FSA on behalf of the dependents who do not visit the member (43 Comp Gen 332).

b. FSA-S and FSA-T. Credit continues to accrue during the period the member's dependents visit the member at or near the TEMDU/TAD station (or port other than homeport of the ship) for a continuous period of 30 days or less, if facts clearly show:

(1) The dependents are merely visiting and not changing residence.

(2) That the visit is of a temporary nature and is not intended to exceed 30 days. If the visit exceeds 30 days, entitlement to FSA-S or FSA-T ends on the day preceding the date of their arrival, unless the visit is extended because of illness or other emergency. Under such circumstances payment is limited to 30 days. Credit is again authorized on and after the day of departure of the dependents provided the TEMDU, TAD or the ship's period away from homeport continues for more than 30 days from that date.

Note: Credit also continues if one or more, but not all, of the dependents visit the member for longer than 30 days, if the member is otherwise entitled to FSA-S or FSA-T on behalf of the dependents who do not visit the member (43 Comp Gen 332).

7. Dependents Residing at or Near Temporary Duty Station. FSA does not accrue to a member if all of the member's dependents reside at or near the member's temporary duty station. If some, but not all, of the dependents voluntarily reside near the member's duty station, entitlement may accrue for the dependents who do not reside at or near the member's duty station. Consider a member's dependents as living at or near the duty station if they live within a reasonable commuting distance of that station. For this purpose, a one-way distance of 50 miles is considered as a reasonable daily commuting distance from a station; however, the 50-mile rule is not inflexible. 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 shall be considered as not residing near the member's temporary duty station unless the member actually commutes daily. In questionable cases, Personnel Reporting Units may submit requests for determination through official channels to Commandant (G-WPM-2), (43 Comp Gen 332 and 43 Comp Gen 444). The above rules also apply to situations regarding distance from active duty members in member-married-to-member having no dependents.

8. Ship Moves from Homeport (Homeport not Changed). When a ship moves from its homeport to another port within 50 miles (and less than 1 ½ hours travel time) of the homeport, those members permanently attached to the ship whose dependents do not reside at or near the homeport do not become entitled to FSA-S. However, those members permanently attached to the ship whose dependents do reside at or near the homeport and are over 50 miles (or less than 50 miles but over 1 and ½ hours travel time) from the physical location of the ship are entitled to FSA-S, provided they do not commute regularly, (i.e., three times a week while vessel is in port). When a ship moves over 50 miles (or within 50 miles but over 1 and ½ hours travel time) from the homeport FSA-S is payable if otherwise entitled.

9. Entitlement to FSA Incident to PCS Assignments.

   a. General. Entitlement to FSA upon PCS is authorized only when movement of a member's dependents to the new permanent duty station is not authorized at Government expense. Voluntary reassignments, however, for the convenience of the member under permissive orders do not qualify members for FSA, even though movement of dependents at Government expense is not authorized. See section 3-G-13 for rules pertaining to member-married-to-member cases.

   b. Assignments. Effective 14 November 1986, a member selected for PCS assignment, from CONUS TO OCONUS, to an area where dependents are permitted, and elects to serve an "all others" (unaccompanied by dependents) tour, does not qualify, under section 3-G-4.a.(1), for FSA-R. Refer to rule 2 of figure 3-21. In situations where it would be inequitable to deny FSA-R to a member because of unusual family or operational circumstances, this provision may be waived by Commandant (G-WPM).

   c. Delays Caused by the Government (Figures 3-17 and 3-21). The following examples are of delays in transportation of dependents due to Government reasons:

      Example 1: On 1 July, member's advance application for concurrent travel of dependents to the overseas station was disapproved due to lack of available Government-owned transportation facilities. The disapproval contained the statement that the anticipated delay for movement of dependents is more than 60 days. Member departed old station on 6 July and arrived at the overseas station on 7 July where Government quarters were not available. Dependents joined member on 26 September having performed travel under orders dated 10 September. Member is entitled to FSH for the period 7 July through 25 September, and FSA-R for the period 6 July through 25 September (qualified for FSH and FSA for the same period).

Example 2: The member applied for a dependency determination for a dependent mother on 3 June and was transferred overseas on 14 September. After arrival overseas, the member received approval of the dependency application for a dependent mother retroactive to 1 May. The mother was not authorized concurrent travel to member's permanent station because a determination of dependency had not been made on the effective day of the orders. Delay in processing the dependency application was caused by the Government. Before transfer overseas, member had maintained quarters to be shared with the mother. An enforced separation resulted upon transfer overseas. Credit for FSA-R accrues from the date member departed from the permanent station or the first day of authorized travel time, whichever is later, through the date the dependent mother arrived at the overseas station.

d. Changes in Tour Elections. Refer to rules 3 and 8 of figure 3-17, and rules 13 and 14 of figure 3-21.

e. Dependents Evacuated. Refer to rule 14 of figure 3-18 and rule 8 of figure 3-20. A member is entitled to otherwise proper credit of FSA-R when the dependents are evacuated from a danger area and they temporarily occupy Government quarters at a safe haven area.

f. Dependent's Travel Prohibited Under Immigration Laws. If a dependent is otherwise authorized transportation at Government expense but is not eligible under immigration laws for entry into the United States before a member reports to the new permanent station, entitlement to FSA-R does not accrue.

10. How to Compute 30 Day Period for FSA-T Credit. Credit for FSA-T may not be made until the member has been TEMDU/TAD away from the permanent station, including TEMDU/TAD aboard ship, continuously for more than 30 days. Compute this period as follows:

a. Calendar Days. Count the actual number of days in the month, including the day of departure and the day of return to the permanent duty station. The 31st day of the month is included in the count even though payment is made on a 30 day basis. The 28th day of February is counted as only 1 day for computation and three days for payment. No payment is made for the day of return to the permanent station.

Example 1: A member departs the permanent duty station on TAD 25 February (non-leap year) and returns 29 March utilizing 1 day travel time each way and no leave en route. Member is entitled to FSA-T in the amount of $113.33. (4 days in February and 29 days in March = 33 days for computation; 6 days in February and 28 days in March = 34 days for payment).

Example 2: A member departing the permanent duty station on TAD 25 February (non-leap year) and returning on 26 March is not entitled to FSA-T since the period of absence was not more than 30 days (4 days in February and 26 days in March = 30 days for computation).

b. Authorized Travel Time - TAD. Include days of authorized travel time to and from the TAD station. Refer to section 3-G-10.d. for exception when travel in connection with TAD is performed by privately-owned conveyance (POC) for the convenience of the traveler.

c. Leave/Proceed Time. When delay enroute chargeable as leave or proceed time is authorized, count the constructive day of departure and constructive day of return. (Days of excess travel time charged to leave will not be used in computing the more than 30 days required for entitlement (43 Comp Gen 332)). The constructive days are as follows:

(1) Constructive day of departure from the permanent duty station is the actual date of departure plus the number of days' leave and/or proceed time used.

(2) Constructive day of return to the permanent duty station is the actual date of return minus number of days' leave, compensatory absence, and/or proceed time used.

Example 1: A member departs the permanent station on 25 May, at any time during the day, and uses 5 days leave enroute to the TAD station. Travel via POC is authorized as more advantageous to the Government. The member departs from the TAD station on 27 June and returns to the permanent duty station on 29 June. Consider the constructive day of departure as 30 May. Member is entitled to FSA-T in the amount of $96.66 (2 days in May and 29 days in June = 31 days for computation; 1 day in May and 28 days in June = 29 days for FSA-T credit.

Example 2: Member departs the permanent duty station on 1 July, completes TAD on 29 July, departs from TAD station on 30 July using 5 days leave enroute, and returns to the permanent duty station after 0900, 6 August. Consider the constructive day of return as 1 August. Member is entitled to FSA-T in the amount of $100.00. (31 days in July and 1 day in August = 32 days for computation; 30 days in July for credit of FSA-T).

d. TAD Travel Performed Via Privately Owned Conveyance (POC). When travel in connection with TAD is performed via POC for the convenience of the traveler, use only constructive travel time over a usually traveled route (by air or surface common carrier, which ever more nearly meets the requirement of the orders and is more economical to the Government).

e. Permanent Change of Station With Temporary Duty (TEMDU) Enroute. When TD is authorized in conjunction with PCS, count days of authorized travel time to and from the TEMDU station to the new duty station. Days of departure from the old permanent duty station and arrival at the new duty station will be constructed as indicated in sections 3-G-10.c.(1) and (2).

f. TEMDU or TAD Status Interrupted. If a member's status is interrupted while on TEMDU or TAD, do not combine days before the interruption with those after the interruption to compute the qualifying period of more than 30 continuous days. Periods of leave, hospitalization, military confinement in a pay status, or short visits to the permanent station do not interrupt the 30 continuous days of the qualifying period or periods of entitlement after the qualifying period. Refer to section 3-G-12 for restrictions. However, a period of compensatory absence, a return to the permanent station to perform duty, or a detachment from the TAD station, do interrupt the period of TEMDU or TAD (43 Comp Gen 755 and 44 Comp Gen 611). If leave en-route is authorized after detachment from the TEMDU/TAD station, add constructive travel time from the TEMDU/TAD station to the permanent station to the period of TEMDU/TAD in determining the 30 day period.

11. Computing 30 Day Period for FSA-S Credit. Credit for FSA-S may be made only after the member has been "permanently assigned to a ship which is away from its homeport continuously for a period of more than 30 days."

a. Count Each Calendar Day. Count the actual number of calendar days in the month the member was on duty on board a ship while it was away from its homeport. Include the day the member departed on board a ship from its homeport (or the day that the member joins or rejoins a ship away from its homeport) and the day that the member returns on board a ship to its homeport. However, no payment accrues on the 31st day of the month or the day the ship returns to its homeport.

b. Duty Aboard a Ship Interrupted. If a member's status is interrupted while on duty on board a ship, while it is away from its homeport, do not combine days before the interruption with those after the interruption to compute the qualifying period of more than 30 continuous days. Periods of leave, hospitalization, military confinement in a pay status, or short visits by the member (not the ship) to the homeport of the ship do not interrupt the 30 continuous days of the qualifying period or periods of entitlement after the qualifying period. Refer to section 3-F-12 for restrictions. A return to the homeport to perform duty, or a detachment from and a reassignment to a ship while it is away from its homeport does interrupt this period of duty aboard ship. Consecutive assignments to duty on board 2 or more ships away from the homeport may be combined to meet the 30-day requirement (43 Comp Gen 332 and 748 and 45 Comp Gen 838).

c. Examples of Computation. The following examples show how to compute the more-than-30-day period and the related amount of FSA-S payable:

Example 1: A member on board ship "A" which departed from its homeport on 2 March was transferred (PCS) to ship "B" on 18 March (detached and attached the same day) at which time ship "B" was away from its homeport. Ship "B" returned to its homeport on 6 April. Member is entitled to FSA-S in the amount of $113.33 (30 days of March and 6 days in April = 36 days for computation; 29 days in March and 5 days in April = 34 days for credit of payment).

Example 2: A member on board ship departed its homeport on 15 May and returning on 14 June is entitled to FSA-S in the amount of $96.66 (17 days in May and 14 days in June = 31 days for computation; 16 days in May and 13 days in June for payment credit).

Example 3: A member on board ship departing its homeport on 15 February (non-leap year) and returning on 16 March is not entitled to FSA-S since the period of absence was not more than 30 days (14 days in February and 16 days in March = 30 days for computation).

12. Restrictions. The following restrictions apply to FSA-S and FSA-T:

    a. The 30-day requirements to qualify for FSA-S or FSA-T are separate, the periods of temporary duty and duty aboard ship while away from homeport may not be combined for the purpose of FSA entitlement. (43 Comp Gen 333). However, when the member has previously qualified for either FSA-S or FSA-T (met the "more than 30 day" rule), a change in status from FSA-T to FSA-S or vice versa does not disqualify the member to the entitlement for the entire period of separation from dependents.

    b. Periods of hospitalization or temporary duty for more than 30 days by the member at a place residing with the dependents may not be included in arriving at the 30-day requirement.

       Example 1: A member on board a ship departing its homeport on 11 June for a 15 day patrol (ship returns 26 June) will have no entitlement to FSA-S. If on 23 June the same member departs the ship, at other than the ships homeport, for TAD ashore for 20 days and returns to the ship on 13 July will have no entitlement to FSA-T, even though the total period is over 30 days.

       Example 2: A member on board a ship and the ship departs its homeport on 1 July, departs the ship at other than the ships homeport on 7 July for TAD ashore and returns to the ship on 29 July, then the ship returns to homeport on 6 August. The member is entitled to FSA-S for the entire period. There is no entitlement to FSA-T, and this is not combining FSA-S with FSA-T, this is FSA-S only.

13. FSA For Member Married-To-Member Couples. Effective 1 January 1998, FSA is payable to a member married to another member regardless of whether the member has any non-active duty dependents, when all other general conditions are met and provided members were residing together immediately before being separated by reason of execution of military orders. Prior to 1 January 1998, but after 22 September 1996, a couple comprised of a member married to another member with no other dependents is entitled to FSA under the same general conditions as members with non-active duty dependents, provided the couple was residing together immediately before being separated by reasons of execution of military orders.

    a. FSA-S and FSA-T Eligibility Requirements. For married member couples sharing a joint household with no dependents, one member of the couple will be eligible to receive FSA-S or FSA-T provided that member meets the criteria of section 3-G-4 (i.e. afloat or TAD for more than 30 consecutive days after 22 September 1996).

    b. FSA-R Eligibility Requirements. If a married member couple with no dependents are in a situation where the couple did reside together and were immediately separated due to the execution of military orders, one member of this couple will be entitled to FSA-R.

c. Member to Receive Entitlement. Not more than one monthly allowance may be paid with respect to a married military couple for any month. Each may be entitled to FSA within the same month, but both cannot be simultaneously entitled. Payment will be made to the 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. After a member is no longer entitled to FSA for the above situations, in order to qualify for future entitlement, a married member couple must reestablish a joint household and reside together.

d. BAH/FSA Dependents. In the case of member married to member, and they have a child that either parent can claim for BAH purposes, one parent may claim the child for BAH purposes, and the other parent, when otherwise entitled, may claim the child for FSA. FSA may alternate between parents based on the same dependent; however, FSA may not be paid simultaneously to both members on behalf of the same dependents.

FAMILY SEPARATION HOUSING (FSH); CONDITIONS OF ENTITLEMENT

RULE	A	B	C	D	E	F
	If a member's overseas PCS assignment is to an	and he or she elects to serve	and concurrent travel	and he or she changes the election to	and he or she	then their entitlement to FSH (notes 1 and 6)
1	area where dependents are not permitted (dependent restricted)					exists for entire unaccompanied tour. (43 Comp Gen 547)
2	area where dependents are authorized, or to an advance application area	the "all others" tour before departure from CONUS				exists for entire unaccompanied tour including tour extensions.
3				"with command sponsored dependents" tour, and the change is approved (note 2)		continues through day before dependents arrive at overseas station, not to exceed 60 days from date transportation of dependents is authorized, unless additional delay is caused by the government (note 3).
4		the "with command sponsored dependents" tour before departing CONUS	is authorized and performed			does not exist.
5			is authorized by area command but not performed due to government reasons (note 4)			exists through day before date dependents arrive at overseas station.
6			is not authorized by area commander		complies with all area regulations for entry of dependents	continues through day before dependents arrive at overseas station, not to exceed 60 days from date transportation of dependents is authorized, unless additional delay is caused by the government. (43 Comp Gen 547)(note 3)
7					fails to comply with area regulations for entry of dependents	stops at time member fails to take action according to area regulations. (note 5)
8	area where dependents are authorized or to an advance application area	the "with command sponsored dependents" tour before departing CONUS	is not performed for any reason	the "all others" tour before dependents depart CONUS		continues for entire unaccompanied tour, if otherwise eligible. If member is not drawing FSH, entitlement accrues on and after date reelection is officially approved.
9	area where dependents are permitted	an accompanied tour			dependents are returned at authorized government expense	begins on the day of dependents departure, provided the criteria of 3-G-3.a(1) through (3) are met.
10	area where dependents are permitted	an accompanied tour			voluntarily returns his or her dependents back to the United States	does not exist.
11	an area covered by any of the above rules				has an only dependent on active duty	does not exist.

Notes to figure 3-17 are on page 3-78.

FIGURE 3-17

Notes to figure 3-17:

1. Entitlement in all cases exists only if Government quarters are not available for assignment to member, and dependents do not reside at or near the member's duty station.

2. Change in tour election from "all others" to "with command-sponsored dependents" tour must be fully documented, and officially approved by Coast Guard Personnel Command (opm) or (epm). This also applies to elections (made after member arrives overseas) to serve the "with command-sponsored dependents" tour.

3. Delays due to Government reasons include:
   a. Lack of transportation facilities.
   b. Disapproval by Commander, Personnel Command (opm) or (epm)
   c. Disapproval for reasons of health (pregnancy of wife, etc.)
   d. Insufficient service retainability or remaining time in the overseas tour (43 Comp Gen 332).

4. FSH credit accrues only if dependents are prevented from traveling with member for reasons caused by the Government and the delay is more than 30 days. Period of more than 30 days begins date member departs from old station or 1st day of authorized travel time, whichever is later. It includes TD en-route and leave taken while attached to TD station. It does not include leave en-route.

5. Timely application for entry of dependents must be made after arrival at the overseas station in accordance with Chapter 5, CG Supplement to the Joint Federal Travel Regulations Volume I (CGS-JFTR), COMDTINST M4600.17 (series).

6. If the transfer is to a consecutive overseas PDS (example: ISC Kodiak to ISC Ketchikan), and the member requests and is authorized by Commandant(G-WPM-2) a designated dependent location while serving under the "all others" tour election, FSH eligibility applies if the criteria of 3-G-3.a.(1) through (3) are all met.

FIGURE 3-17 (cont'd)

FAMILY SEPARATION HOUSING; CONDITIONS AFFECTING ENTITLEMENT

RULE	A	B
	When an eligible member	FSH Credit
1	arrives at a permanent station	starts on the date of arrival
2	departs upon reassignment from permanent station	continues through the date of departure
3	no longer has eligible dependents	continues through the day before the date member no longer has an eligible dependent.
4	is assigned Government quarters	continues through the day before the day Government quarters becomes available for assignment.
5	enters non-pay status for any reason, except as provided in section 3-G	continues through the day before the date member enters non-pay status.
6	is discharged and immediately re-enlists at the station	continues through discharge and immediate reenlistment
7	acquires dependent after arrival at permanent station and meets requirements for FSH	starts date dependent is acquired
8	is on TAD away from the permanent station, including TAD within the U.S.	continues for 60 days or more with certificate from the member. (note 2)
9	is hospitalized at or away from permanent station, including hospitalization within the U.S.	
10	is on authorized leave (accrued or advance) at or away from the permanent station, including within the U.S.	
11	travels under PCS orders to and from a permanent station	does not accrue while en-route (refer to rules 1 and 2 for start and stop dates).
12	has dependent(s) depart overseas duty station at government expense because of evacuation (other than medical), under determination of Secretary concerned (or designee) as being in national interest, or for; other emergency reasons not personal or caused by dependent's misconduct (note 3)	starts on date of dependent(s) departure from member's duty station.

Notes:

1. The member will meet the requirements of section 3-G-3.

2. Payment must be supported by member's certificate that member maintained private quarters at his/her permanent station (43 Comp Gen 322).

3. These circumstances are covered in the JFTR, paragraphs U6000, U5900B, and U5900C. FSH does not accrue if evacuation under paragraph U5900B, was caused by the dependent's misconduct. Entitlement to FSA does not accrue if dependents are returned for reasons indicated under JFTR, paragraph U5905C.

FIGURE 3-18

FSA CONDITIONS OF ENTITLEMENT

RULE	A	B	C	D
	If member	and	and	then
1	is on TAD including TAD within the U.S.	member is entitled to FSA-R when entering such status (note 1)	member's permanent station remains unchanged	FSA-R credit continues during TAD.
2	is hospitalized at or away from member's permanent station including hospitalization in the U.S.			FSA-R credit continues during period of hospitalization.
3	is in military confinement or otherwise restricted by military authority			FSA-R credit continues during period confined or restricted.
4	is on authorized leave (accrued or advance) or compensatory absence at or away from member's permanent station, including leave in the U.S.			FSA-R credit continues during leave.
5	is on authorized leave (accrued or advance) at member's residence where member's dependents reside		leave is followed by TAD period within commuting distance of member's residence	FSA-R credit continues during leave but is suspended during period of TAD. (47 Comp Gen 67)
6	is on or enters any status covered by rules 1 through 4		member's permanent station changes	FSA-R credit stops. (note 2)
7	is reassigned PCS from a permanent station in U.S. to a hospital for observation or treatment	dependents transportation to the hospital is disapproved by the hospital commander upon determination that prolonged treatment is not expected (note 3)	member meets requirements in note 1	member is entitled to FSA-R.
8	is on or enters any status covered by rules 2 through 4	member is entitled to FSA-T when entering such status	member remains attached to the TD station	member continues to receive FSA-T. (43 Comp Gen 332)
9	is ordered to a hospital as a patient in attached status			member is not entitled to FSA-T.(43 Comp Gen 596)
10	is on TAD for more than 30 days from member's permanent station	member does not qualify for FSA-R at permanent station	member's permanent station remains unchanged	member is entitled to FSA-T for authorized travel time to and from TD station and for duty at that station. (note 4)
11	is performing travel or TD en-route to first or new permanent duty station on PCS, or initial permanent duty assignment	is entitled to FSA-R at new permanent duty station (note 4)		member is entitled to FSA-T for TD and authorized travel period. (note 4)
12	is on TD for more than 30 days en-route to a new permanent station	member does not qualify for FSA-R at this new station		member is entitled to FSA-T for authorized travel time to and from TD station and for duty at that station. (note 4) (43 Comp Gen 322)

Continued on next page.

FIGURE 3-19

FSA CONDITIONS OF ENTITLEMENT (CONT'D)

RULE	A	B	C	D
	If member	and	and	then
13	is on temporary additional duty	member is entitled to FSA-S when entering such status (note 1)	Member remains assigned to duty aboard a ship which is away from its homeport	FSA-S accrues during entire period of TAD (note 5)
14	is hospitalized away from the ship			FSA-S accrues during period of hospitalization (note 5)
15	is on authorized leave			FSA-S accrues during period of leave. (notes 5 & 7)
16	is in military confinement on or away from the ship or otherwise restricted by military authority from performing duty			FSA-S accrues during period member is confined or restricted.
17	is on or enters any status covered by rules 13 through 16		the ship returns to homeport	entitlement to FSA-S ends on day before ship returns to homeport.
18			member is detached from ship while it is away from homeport	entitlement to FSA-S ends on date of detachment from ship. (note 6)
19			member is detached from ship while it is away from homeport and is later reassigned to ship while it is away from its homeport	FSA-S accrues from date of reassignment to ship provided ship does not return to home port in less than 31 days. (note 6) (45 Comp Gen 838)
20	is on TDY redeployment of more than 30 days	following earlier TDY deployment of more than 30 days which qualified member for FSA-T	period between deployment is 30 days or less	member's entitlement to FSA-T continues.
21	is on board a ship redeployed for more than 30 days	following earlier deployment of more than 30 days which qualified member for FSA-S	period between deployment is 30 days or less	member's entitlement to FSA-S continues.
22	meets the qualifying requirements of any of the rules 1 through 21	member is married to another active duty member	the couple were residing together immediately before being separated by reason of military orders	member is entitled to FSA-II under the specific rule (note 7).
23	Executes PCS orders causing a separation from the member's spouse	member is married to another active duty member	the couple was residing together immediately before being separated by reason of military orders	member is entitled to FSA-R under the specific rule (note 7)

Notes:
1. Must meet the requirements of section 3-G-4.
2. A new determination of entitlement is required if member's permanent station changes. Refer to rule 2 of figure 3-22 for date to stop FSA.
3. More than 90 days is prolonged hospitalization.
4. Includes members in the recruit training/OCS pipeline. Members are not entitled to FSA-R or FSA-T during authorized leave en-route or proceed time (refer to rules 1 and 2 of figure 3-21. Refer to rule 9 of figure 3-22 for date to stop FSA).
5. If dependent's residence is within commuting distance of the place where member is in such status, FSA-S will continue for 30 days only.
6. Does not apply if member is detached and attached the same to another ship away from its home-port. (45 Comp Gen 838)
7. Not more than one monthly allowance may be paid with respect to a married military couple for any month. Each may be entitled to FSA within the same month, but both cannot be simultaneously entitled. Payment will be made to the member whose orders resulted in the separation.

FIGURE 3-19 (Cont'd)

FSA START DATES

RULE	A	B	C
	When an eligible member	and the member	then FSA credit
1	departs the permanent station on PCS (not authorized FSA-R at old station), or TDY in conjunction with PCS (note 1)	is not authorized proceed time or leave en-route	starts on date of detachment from old station. (note 1)
2		is authorized proceed time or leave en-route	starts on constructive date of detachment plus days of authorized leave and/or proceed time. (note 1)
3	departs homeport aboard ship, including a ship in an inactive status	remains in this status continuously for more than 30 days	starts on date of departure (note 2)
4	joins or rejoins a ship away from homeport	remains on duty on board a ship away from its homeport continuously for more than 30 days	starts on first day that member boards ship away from its homeport. (note 5)
5	acquires a dependent	is qualified for FSA-R	starts on date member acquires the dependent. (note 5)
6		is qualified for FSA-S	starts on date member acquires the dependent, and remains away from homeport aboard ship for more than 30 days after that date.
7		is qualified for FSA-T	starts on date member acquires the dependent, and remains on TAD for more than 30 days after that date.
8	has the dependents returned from outside CONUS under JFTR, U6000, U5900B, U5900C		starts on date of dependents' departure from duty station. (note 3)
9	reports on board a ship after a change of homeport has been declared	does not reside with the dependents at or near the current homeport of the ship	starts on the date member reports on board the ship. (note 4) (43 Comp Gen 553)

Notes:

1. Do not pay FSA-T until member has been on TDY continuously for more than 30 days. In computing the amount payable, the 31st day of any month should be excluded from the computation and February should be treated as if it actually had 30 days for payment purposes when the entire month is included (refer to section 3-G-10).

2. Does not apply if ship is in a port (other than its homeport) located within commuting distance of the residence of member's dependents continuously for more than 30 days (refer to section 3-G-8).

3. FSA does not accrue if evacuation under JFTR para U5900-B, was caused by the dependent's misconduct. Entitlement to FSA does not accrue if dependents are returned for reasons indicated under JFTR para U5905-C.

4. FSA-R does not accrue if member was on board ship when the change in homeport was declared, except under section 3-G-9.

5. If the constructive date of detachment from the old duty station is after acquisition of the dependent, then FSA credit will start on the constructive date of detachment from the old station.

FIGURE 3-20

FSA-R OVERSEAS ASSIGNMENT

RULE	A	B	C	D
	If eligible member	and	and	then member (s)
1	selected for PCS overseas	is sent to an area where dependents are not permitted		is entitled to FSA-R (note 1)
2		elects the “all others” tour		is not entitled to FSA-R (note 5)
3		elects “with command sponsored dependents” tour	concurrent travel authorized and dependents travel with member	is not entitled to FSA-R
4		is assigned to an automatic concurrent travel area or an advance application	application for concurrent travel has been approved by the area commander	is entitled to FSA-R if dependents do not travel with member for Government reasons. (note 2)
5	in status covered by rule 4	dependents arrive at member’s overseas station		FSA-R stops the day before date dependents arrive.
6	reassigned to an advance application area	application for concurrent travel is disapproved		is entitled to FSA-R until dependents arrive at overseas station, except under conditions in rules 7 and 8.
7			fails to comply with area regulations for entry of the dependents	FSA-R is stopped when timely action is not taken under application regulations. (note 3)
8			there is a delay of more than 60 days in dependents’ arrival (60-day period begins on date of orders)	entitlement to FSA-R continues through day before dependents arrive at overseas station, not to exceed 60 days from date transportation of dependents is authorized unless additional delay is caused by the Government. (note 4)
9	assigned overseas	transportation of dependents is authorized by overseas command but delayed by lack of transportation or is disapproved by		is entitled to FSA-R through day before dependents arrive at the duty station.
10		transportation of dependents is not authorized for reasons of health (for example, pregnancy, etc)		FSA-R accrues through day before date dependents arrive at overseas station.
11		one or more of the dependents live at or near the overseas station	member qualifies for FSA-R for the dependents who are not authorized to travel to the overseas station	is entitled to FSA-R.
12	assigned overseas	after arrival at overseas concurrent travel area or an advance application	change is approved	entitlement to FSA-R continues through day before dependents arrive at overseas station, not to exceed 60 days from date transportation of dependents is authorized, unless additional delay is caused by the Government. (note 4)

Notes to figure 3-21 are on page 3-84.

FIGURE 3-21

Notes to figure 3-21:

1. In all cases, entitlement exists only if dependents do not live at or near the duty station (refer to section 3-G-7). In areas where dependents are not permitted, member does not have to apply for transportation of dependents or to elect type of tour.

2. A member required to perform TD en-route would be separated from the family due to military requirements.

3. FSA-R continues if member acted timely to apply for transportation of the dependents and the application was disapproved because of the lack of service retainability or time remaining in the overseas tour.

4. Delays due to Government reasons include:

   a. Lack of transportation facilities.
   b. Disapproval by CONUS commanders.
   c. Disapproval for reasons of health (pregnancy of wife, etc)
   d. Insufficient service retainability or time remaining in the overseas tour.

5. Members who reported prior to 1 Oct 1986, continue to accrue FSA entitlements until such time the member departs under PCS orders, if otherwise entitled. FSA entitlements terminated 13 Nov 1986, for all members who reported on and after 1 Oct 1986.

FIGURE 3-21 (Cont'd)

DATE TO STOP FSA

RULE	A	B
	If member	then FSA credit continues through
1	has dependents who arrive at the duty station with intent to establish a residence	the day before dependents arrive (note 1)
2	on next reassignment, arrives at a station where member does not qualify for FSA	the day before date member arrives at new station (note 5)
3	returns from TAD of more than 30 days	the day before date of member's return from TAD (note 2)
4	is in a non-pay status for any period	the day before the date entering such status, except as provided in section 3-H.
5	has sole dependent in an institution, and if the stay in the institution continues	the day before one year from the date member's sole dependent entered an institution. (note 3)
6	is on board a ship away from its homeport	the day before ship returns to homeport or date of detachment from ship, whichever is earlier. (note 4)
7	reports on board a ship after a change of homeport has been declared	the effective date of the change of homeport.
8	has only secondary dependents who resides with relatives or friends	day before date dependents move to home of relatives or friends.
9	completes period of TD of more than 30 days in conjunction with PCS	the day before the date the member arrives at the new station. (note 2)

Notes:

1. Refer to section 3-G-6 for temporary social visits.

2. If delay en-route and/or proceed time is authorized, use constructive date. (Refer to section 3-G-10)

3. Applies when stay in the institution is initially not expected to exceed one year.

4. FSA-S continues if member is detached and attached the same day to another ship away from its homeport.

5. If a delay en-route and/or proceed time is authorized and used, then use a constructive date of arrival. Constructive date will be computed by deducting the number of days leave, compensatory absence and/or proceed time authorized and used from the actual date of arrival.

FIGURE 3-22

H. Station Allowance Outside the United States.

1. Authority. 37 U.S.C. 405 authorizes the Secretary to make payment of a per diem considering all elements of the cost of living to members and their dependents, including the incidental expenses to such a member who is on duty outside the United States, or in Alaska or Hawaii.

2. Conditions of Entitlement. A member who is assigned to permanent duty outside the Continental United States (OCONUS) is entitled to station allowances (except Alaska and Hawaii draw BAH in lieu of OHA). The payment conditions are prescribed in the Joint Federal Travel Regulation (JFTR), Volume 1, Chapter 9, and rates of payment in the Appendixes. Station allowances, when authorized, are in addition to basic allowances for housing and subsistence.

3. Types of Allowances Payable. Reference the Joint Federal Travel Regulation (JFTR), Volume 1, Chapter 9, and the Appendixes.

I. Clothing Allowance for Regular Officers.

1. Authority. Under the provisions of 37 U.S.C. 415 and Public Law 96-513, effective 15 September 1981, all officers are entitled to an initial allowance upon their first appointment as an officer (temporary or Regular) or as a permanent warrant officer. Section 3-K contains Reserve officer entitlements.

2. Amounts Payable. Effective 1 October 2000, the initial uniform allowance is $400.00.

3. Entitlement Restrictions. Regular officers who received this allowance while a regular officer of another service are not entitled to this allowance for their Coast Guard service. Additionally, this uniform allowance is payable only once within the same military service.

4. Claims Prior to 15 September 1981. Any claim for an officer uniform allowance with a date of entitlement before 15 September 1981 must be forwarded to HRSIC (MAS) for settlement.

5. Civilian Clothing Monetary Allowance. Under the provisions of 37 U.S.C. 419, officers assigned to a permanent duty station at a location outside the United States may be paid a civilian clothing allowance if the officer is required by competent authority to wear civilian clothing all or a substantial portion (50 percent or more is considered substantial) of the time in the performance of their official duties.

   a. Who May Authorize Civilian Clothing Allowance. Officers assigned to Coast Guard Activities Europe that are required to wear civilian clothing may be approved by Commander Coast Guard Activities Europe. All other officers may request this allowance by submitting a letter request to Commandant (G-WPM-2) via the program manager. The request must include the tour length of the member's assignment, the percentage of time the member will be required to wear civilian clothing and whether the member needs the allowance for summer or winter outfits, or both. The seasonal uniform authorization shall be used in determining the entitlement to summer or winter outfits, or both. In certain circumstances the seasonal clothing entitlement can be waived if the request clearly indicates the member is required to wear both summer and winter clothing frequently throughout the year.

   b. Rates and Conditions When Payable. Rates and conditions under which civilian clothing monetary allowances are payable are contained in figure 3-23.

J. Clothing Allowances for Enlisted Members.

1. Authority. Title 37 USC 418 authorized the President to prescribe the quantity and kind of clothing, or cash allowance in lieu thereof, to be furnished to enlisted members.

2. Definition of Terms. The terms "Continuous Active Duty" and "Continuously on Active Duty," as used in this section, include an interim of 3 months or less between the date a member is separated and the date reenlisted or recalled to AD.

3. Clothing-in-Kind Issue to Enlisted Members. An initial or partial initial clothing-in-kind issue will be made to all enlisted members upon reporting for extended active duty (EAD).

4. Types of Cash Clothing Allowance. The types of clothing monetary allowances authorized for Coast Guard enlisted members are:

   a. Civilian.

   b. Supplementary.

   c. Maintenance.

   Note: These allowances accrue to enlisted members under conditions described in sections 3-J-5 through 3-J-7.

5. Civilian Clothing Monetary Allowance. This allowance is authorized for enlisted members when they are assigned to duty requiring the wearing of civilian clothing. Members who are merely permitted, rather than required, to wear civilian clothing are not entitled to this allowance.

   a. Who May Authorize Civilian Clothing Allowance. This allowance is authorized for enlisted members assigned to duty as special agents in accordance with the Investigations Manual, COMDTINST M5527.1 (series). Special Agents are considered required to wear civilian clothes at all times during their assignment of such duties. Personnel may be authorized this allowance if approved by Commandant (G-WPM-2). This may be accomplished in the orders assigning the member to duties requiring the wearing of civilian clothing if such orders are issued by Chief, Enlisted Personnel Management Division, Coast Guard Personnel Command. Commanding officers, district commanders and MLC commanders shall submit a letter requesting civilian clothing allowance. Request must include the tour length of the member's assignment and whether the allowance for summer or winter outfits or both are needed. The seasonal uniform authorization shall be used in determining the entitlement to summer or winter outfits or both. In certain circumstances the season clothing entitlement can be waived if the request clearly indicates the member is required to wear both summer and winter clothing frequently throughout the year.

   b. Rate and Conditions When Payable. Rates and conditions under which civilian monetary allowances are payable are contained in figure 3-23.

6. Supplementary Clothing Monetary Allowance. This allowance accrues to enlisted members who are assigned to duty where they are required to have special items or quantities of individual uniform clothing not normally required for the majority of enlisted members. This allowance is in addition to any other clothing monetary allowance. Rates and conditions under which allowances are payable are found in figure 3-24.

7. Clothing Maintenance Monetary Allowance. This allowance provides for the maintenance and replacement of items of personal clothing requiring replacement during the member's tour of duty. Disregard periods of time lost when computing periods of AD for the purpose of commencing maintenance allowance.

   a. Type of Clothing Maintenance Allowance. Refer to figure 3-25 and for reserve enlisted members, figure 3-26, for the types and conditions under which maintenance allowances are payable.

   b. Rates Payable. Cash clothing maintenance allowances are payable at the monthly rates specified in figure 3-27.

8. Alteration Expense. The cost of essential alteration of outer garments of initial (or partial initial) issues of uniform clothing to enlisted members is a proper charge to appropriated funds. Local commands should arrange for procurement of this service from commercial or exchange activities under the small purchase procedure. Charge alteration expense to the appropriation, operating guide and cost center to which the cost of uniform clothing is chargeable.

CIVILIAN CLOTHING MONETARY ALLOWANCE
CONDITIONS OF ENTITLEMENT AND RATES PAYABLE
(EFFECTIVE 1 OCTOBER 1999)

RULE	A	B	C	D	E
	When a member is (note 1)	and	and	then member is authorized	in the amount of
1	ordered to a permanent duty station (PDS) and is required to wear civilian clothing in the performance of official duties	length of tour assignment is over 24 months	both summer and winter clothing are required	a Special Initial Civilian Clothing Monetary Allowance (SICMA-CIV)	1,270.00
2			either summer or winter clothing is required		821.00
3		length of tour assignment is 12 to 24 months	both summer and winter clothing are required		1,004.00
4			either summer or winter clothing are required		660.00
5		length of tour assignment is less than 12 months	both summer and winter clothing are required		752.00
6			either summer or winter clothing is required		503.00
7	is ordered to a new PDS and their last PDS did not authorize the wearing of civilian clothing, and they meet the criteria of one of Rules 1-6 above. (notes 6 and 7)			either a Special Initial (SICMA-CIV), or Partial Initial (PART-SICMA-CIV) Civilian Clothing Monetary Allowance	note 2
8	voluntarily extends or is directed to remain in the current assignment requiring the wearing of civilian clothing after having received an initial SICMA-CIV	extension if for at least six months but less than 12 months		a Special Continuing Civilian Clothing Monetary Allowance (SCCMA-CIV)	note 3
9		extension is for 12 months or greater			note 4
10	required to wear civilian clothing while performing TDY and a full TDY allowance has not been paid within the last 3 years (note 8)	the period of the TDY is at least 15, but less than 30 consecutive days	prior approval was obtained from Commandant (G-WPM) and specified in the member's orders	a Special Temporary Duty Civilian Clothing Monetary Allowance (STADCMA-CIV)	250.00
11		period of TDY is at least 30 consecutive days			469.00 (note 5)

Notes:

1. Officers are only eligible if they are required to wear civilian clothing at least 50% of the time in the performance of official duties and their permanent duty station is outside the United States.
2. For the PART-SICMA-CIV, the allowance is 50% of the applicable SICMA-CIV amount from rules 1-6. The SICMA-CIV allowance is not payable upon reassignment during a period of continuous active duty unless three or more years have elapsed between such assignments. Nor shall it be paid if the member has been out of a qualifying assignment for less than 12 months, and subsequently assigned to a qualifying assignment.
3. Allowance is 20% of the applicable SICMA-CIV from rules 1-6.
4. Allowance is 30% of the applicable SICMA-CIV from rules 1-6.
5. A member who has not received the maximum amount payable for temporary duty due to the length of the first TDY assignment, who later performs additional TDY that qualifies for a larger payment (i.e., over 30 days), is authorized the difference between the two amounts. Pro-rated payment will be based on the maximum rate in effect at the time of payment. Total payments during a 3 year period shall not exceed the maximum rate of rule 11.
6. This also applies to members reassigned to a consecutive tour at the same permanent duty station. In such cases, the 50% allowance is payable on commencement of the consecutive tour.
7. This also applies to members who remain in the assignment for which the member received an initial clothing allowance but are not eligible for an additional clothing allowance on the basis of tour extensions or consecutive assignments. In such cases, requests must be submitted to Commandant (G-WPM-2) for approval. If approved, the amount will be 50% of the current maximum initial allowance and will be payable on or after each 3-year anniversary date of the initial civilian clothing monetary allowance.
8. Officer must be performing TDY outside the United States.

FIGURE 3-23

ENTITLEMENT TO ENLISTED SUPPLEMENTARY CLOTHING MAINTENANCEALLOWANCES (SUPP CMA) RATES (RULES 1 THROUGH 9 EFFECTIVE 1 OCTOBER 2000, RULES 10 AND 11 EFFECTIVE 11 JUNE 2001)

RULE	A	B	
	When an Enlisted Member is assigned to:	Then a SUPP CMA is authorized	
		to: (note 1)	in the amount of:
1	The Coast Guard Academy Band.	All members	$80.00
2	The Ceremonial Honor Guard at TISCOM Alexandria, VA.	All members	$197.76
3	Duty as a Coast Guard Recruiter.	Female Male	$319.44 $217.23
4	Ship Training Detachment, Area Training Team, Section or District Training Team, Subsistence Advisory Team, Regional Inspector.	Female Male	$319.39 $217.23
5	Duty as Recruit Company Commander, Assistant Company Commander or Recruit Drill Instructor and meets eligibility requirements (notes 2 and 3).	Female Male	$834.09 $659.50
6	a. Coast Guard Activities New York Police Department. b. Coast Guard Support Center Elizabeth City Police Department.	Female Male	$178.90 $112.05
7	Duty aboard a Coast Guard Buoy Tender (notes 4 and 5).	All members	$55.05
8	Active Duty and; effective 23 Dec 99, Selected Reserve Members (SELRES), requiring the wearing of the maternity uniform (note 6).	Female	$172.85
9	Duty as a designated Command Master Chief (CMC) (note 7).	Female Male	$304.84 $217.23
10	Duty as LANTAREA CMC, PACAREA CMC, and Reserve Force CMC.	Female Male	$769.44 $667.23
11	Duty as Master Chief Petty Officer of the Coast Guard (note 8).	Female Male	$1,111.73 $1,115.77

Notes:

1. The allowance is payable only once during an assignment to such duty. The allowance is not payable upon reassignment to the same type of duty during a period of continuous active duty, unless 3 years or more have elapsed between such assignments.
2. The one time supplementary uniform allowance shall be authorized upon completion of recruit company commander qualification training.
3. Additional payment is not authorized because of change in designation of company commander, assistant company commander or drill instructor.
4. This is authorized only when the commanding officer or officer in charge determines specific members of the crew require two pair of safety shoes because their duties involve additional exposure to the elements. This allowance is not payable when safety shoes can be ordered through normal supply system channels using unit operating funds.
5. Coast Guard buoy tenders for this purpose are defined as: WLB, WLM, WLI, WLIC, WLR, and WTGBS with the 120' ATON barge.
6. Subsequent payment will not be authorized for more than one pregnancy within 3 years of the date of approval of earlier payments. ALCOAST 230/99, dated 23 Dec 99, revised guidance to COMDTNOTE 1900.9 regarding pregnant Selected Reserve Members (SELRES)
7. Applies only to MCPOCG-designated or Commandant-designated (including Commandant-designated Reserve) Command Master Chiefs at MLCs, district offices, TRACEN Cape May, TRACEN Petaluma, TRACEN Yorktown, CG Academy, Chief of CPO Academy, and Commandant (G-CCS).
8. An Area CMC selected to MCPOCG is <u>only</u> authorized $378.97 to cover the cost of changing out rank insignia/rating badges.

FIGURE 3-24

ENTITLEMENT TO CLOTHING MAINTENANCE ALLOWANCES (BMA OR SMA)

RULE	A	B	C
	When an enlisted member	and is not	then member is entitled to a monthly
1	completes 6 months of active duty after last entitlement to an initial or partial or partial initial clothing-in-kind issue (note 1, 4, and 5).	or missing, missing-in-action, captured, or detained in a foreign country; or forfeiting total pay; or in confinement under sentence providing a punitive discharge; or terminated from the status for which the clothing monetary allowance was awarded; or serving as a temporary officer (even though receiving "Saved pay" of enlisted status)	BMA commencing on the day following the date of completion of 6 months active duty (note 2).
2	enlists, reenlists or reports for active duty within 3 months from date of discharge or release from active duty from the Coast Guard or Coast Guard Reserve (note 5).		BMA or SMA, commencing on the first day on active duty in a pay status (note 3).
3	completes 36 months of active duty after last entitlement to clothing-in-kind issue (note 1, 4, and 5).		SMA commencing on the day following date of completion of 36 months of active duty.

Notes:

1. The time period is computed without regard to lost time.
2. Effective 1 April 1991 for reservists on long term continuous active duty (over 180 days), whether or not under the same orders (ADSW-AC or ADSW-RC), the day before the first day of active duty is considered to be the date of the last entitlement to an issue in kind. Thus, BMA would be payable commencing on the 181st day of continuous active duty. SMA would be payable commencing the day following the completion of 36 months of continuous active duty. For reservists in these circumstances the definition of "continuous active duty" in paragraph 3-I-2 does not apply (i.e., no break in service is allowed).
3. The maintenance allowance to be paid these members depends on the period that has elapsed since the member's last entitlement to an initial clothing issue (i.e., on and after 6 months but before completion of 36 months' active duty (AD) – BMA, after completion of 36 months' AD – SMA).
4. Members who are discharged from the USCG, then reenlist in the USCG more than 90 days after discharge, are entitled to: (a) a complete full issue of uniforms upon reenlistment; (b) no CMA for the first 6 months thereafter; (c) BMA commencing on the day following completion of 6 months active duty; and (d) SMA commencing on the day following completion of 36 months of active duty. To obtain the initial uniform issue upon reenlistment, the member's PERSRU shall submit form CG-3019A to the USCG Uniform Distribution Center, Woodbine, NJ.
5. Entitlement of a Coast Guard Reserve member who integrates into the regular Coast Guard is:
   a. If the reservist was on extended active duty of over 6 months immediately prior to integrating into the Regular Coast Guard, the Reservist is entitled to SMA beginning on the first day of enlistment in the Regular Coast Guard.

   b. If the reservist was in a drilling status and receiving Reserve Clothing Maintenance Allowance prior to integrating into the Regular Coast Guard, then the member is entitled to the corresponding Regular Clothing Maintenance Allowance beginning on the first day of enlistment in the Regular Coast Guard, i.e., BMA if receiving RBMA, SMA if receiving RSMA immediately prior to integration. See Figure 3-27, Rule 3 and note 3.

   c. If the reservist was in the individual ready reserve immediately prior to enlisting in the Regular Coast Guard, the reservist shall be provided an initial clothing-in-kind issue upon enlistment, BMA commencing on the day following completion of 6 months active duty, and SMA commencing on the day following completion of 36 months active duty.

FIGURE 3-25

ENTITLEMENT TO RESERVE CLOTHING MAINTENANCE ALLOWANCES
(RESERVE BASIC OR RESERVE STANDARD)

RULE	When a reserve enlisted member	and is not	then the reserve enlisted member is entitled to a
1	has 3 or more years of cumulative Coast Guard selected reserve service, or is an active duty enlisted member released from active duty (RELAD) and is now a member of the Coast Guard Selected Reserve	missing, missing-in-action, captured, or detained in a foreign country; or forfeiting total pay; or in confinement under sentence providing a punitive discharge; or terminated from the status for which the clothing monetary allowance was awarded; or serving as a temporary officer (even though receiving "Saved Pay" of enlisted status).	per drill allowance RSMA commencing on the day following date member released from active duty (RELAD) (see notes 1 and 2)
2	has less than 3 years cumulative Coast Guard service in the CG Selected Reserve		per drill allowance RBMA commencing on the date the member affiliates with the selected reserve. (See notes 1 and 2)
3	enters into an active duty contract of a duration of 30 or more consecutive days		BMA (was in receipt of RBMA) or SMA (was in receipt of RSMA), commencing on 1 Oct 97 in accordance with active duty clothing maintenance allowance entitlements.(See note3)
4	enlists, re-enlists, or reports for inactive duty within 3 months from date of discharge or release from CG active duty		RBMA or RSMA, commencing on the first period of inactive duty in a pay status.

Notes:

1. Breaks in service of three months or less, and assignments to the inactive ready reserve (IRR), do not have an effect on RSMA entitlement. If a member has a break in service of over three months, the member will have to begin over with RBMA.

2. Reserve Clothing Maintenance Allowance became effective on 1 October 1997. Members with 3 or less years continuous service in the SELRES on 1 October 1997 became entitled to RBMA, and members with over 3 years continuous service in the SELRES on 1 October 1997 became entitled to RSMA.

3. Enlisted reservists who are receiving an allowance under RCMA and accept active duty orders shall receive the active duty clothing maintenance allowance (CMA) equivalent. Example: A reservist in receipt of RSMA or RBMA and accepts active duty orders of 30 consecutive days or more, the reservist will be eligible immediately to receive either the Standard Maintenance Allowance (SMA) or Basic Maintenance Allowance (BMA) in accordance with the active duty clothing maintenance allowance.

FIGURE 3-26

CLOTHING MAINTENANCE ALLOWANCES – RATES PAYABLE
ACTIVE DUTY AND RESERVE (PER PAID DRILL)
(EFFECTIVE 1 OCTOBER 2000)

RULE	A When a member is entitled to:	B and is a	C then the rate payable is:	D
1	Basic Maintenance Allowance (BMA)	Male member E-1 - E-9	$14.24 $15.61 $18.16	1 Oct 98 1 Oct 99 1 Oct 00
2		Female member E-1 - E-9	$17.74 $19.05 $20.32	1 Oct 98 1 Oct 99 1 Oct 00
3	Standard Maintenance Allowance (SMA)	Male member E-1 - E-9	$20.34 $22.30 $25.94	1 Oct 98 1 Oct 99 1 Oct 00
4		Female member E-1 - E-9	$25.34 $27.22 $29.02	1 Oct 98 1 Oct 99 1 Oct 00
5	Reserve Basic Maintenance Allowance (RBMA) (note 1)	Male member E-1 - E-9	Per paid drill $1.03 $1.10 $1.73	1 Oct 98 1 Oct 99 1 Oct 00
6		Female member E-1 - E-9	Per paid drill $1.20 $1.36 $2.34	1 Oct 98 1 Oct 99 1 Oct 00
7	Reserve Standard maintenance Allowance (RSMA) (note 1)	Male member E-1 - E-9	Per paid drill $1.48 $1.58 $2.48	1 Oct 98 1 Oct 99 1 Oct 00
8		Female member E-1 - E-9	Per paid drill $1.72 $1.95 $3.34	1 Oct 98 1 Oct 99 1 Oct 00

Note:

1. RBMA and RSMA is only payable to selected reservists in training pay category A or B. The maximum number of drills for which a reservist may be paid RBMA and RSMA is 48 drills per year.

FIGURE 3-27

K. Uniform Allowances for Reserve Officers.

1. Authority. The statutory authority for payment of uniform allowances to Reserve Officers is 37 U.S.C. 415, 416, and 417. A reserve officer may become entitled to two different allowances for purchase or maintenance of required uniforms as provided in this section.

2. Initial Uniform Allowance.

   a. This allowance is payable to a Reserve officer when he or she:

      (1) First report for active duty (other than training) for a period in excess of 90 days including authorized travel time;

      (2) Completes not less than 14 days of active duty;

      (3) Completes 14 periods, of not less than 2 hours' duration each, of inactive duty training in Ready Reserve status; or

      (4) Upon appointment or transfer from another Reserve component of the Armed Forces where a different uniform was required.

   b. Do not combine service described in sections 3-K-2.a.(2) and (3) to obtain the qualifying period for entitlement to this allowance.

   c. Amounts Payable. Effective 1 October 2000, all officers commissioned or appointed in the Regular and Reserve components are authorized $400.00, regardless of the source of commission or previous enlisted status.

   d. When Not Payable. This allowance is not payable to a Reserve officer:

      (1) Who has received an initial uniform reimbursement or allowance in any amount as an officer under any law other than 37 U.S.C. 415 (32 Comp Gen 260).

      (2) Who has previously received or was entitled to the initial uniform allowance as an officer of the Coast Guard Reserve.

      (3) Who was entitled to an initial uniform allowance as a Regular Officer of any armed force upon initial appointment as a Reserve officer of any armed force.

3. Additional Active Duty Uniform Allowance. From 15 September 1981 through 30 September 2000, the allowance was $100.00. Effective 1 October 2000, a Reserve Officer is entitled to an allowance of $200.00 as reimbursement for the purchase of additional uniforms and equipment as follows:

   a. When Payable. This allowance is payable each time a reserve officer enters on active duty of more than 90 days duration (including authorized travel time). A reserve officer who is ordered to active duty and whose orders anticipate a tour of less than 90 days may not be paid this allowance until the 91st day of duty. The orders to duty are not restricted to a single order requiring service in excess of 90 days but may be comprised of a series of orders which require continuous service for a period in excess of 90 days (33 Comp Gen 250 and 42 Comp Gen 550).

   b. When Not Payable. This allowance is not payable for any tour of active duty if the officer:

      (1) During that tour or within a period of 2 years before entering on that tour received under any law an initial uniform reimbursement or allowance in excess of $200.00.

      (2) Enters on active duty within 2 years after completing a previous period of active duty of more than 90 days as a Coast Guard Reserve Officer (32 Comp Gen 264, 42 Comp Gen 50, and 43 Comp Gen 265).

4. Service Not Counted. Periods of duty not requiring the wearing of a uniform may not be counted in determining entitlement to any of the above uniform allowances.

5. Entitlement Examples:

   Example 1: A Reserve officer reported for active duty in excess of 90 days in the Coast Guard Reserve on 1 July 1982. The Officer was previously released from the Coast Guard Reserve to inactive duty on 30 April 1976. The officer had received a $200.00 initial uniform allowance on 1 May 1974 under the Armed Forces Reserve Act of 1952. The officer is not entitled to an initial uniform allowance on 1 July 1982 since the officer had previously received an initial uniform allowance as indicated in 3-J-2.d. The officer is entitled to the $100.00 additional active duty uniform allowance since more than 2 years had elapsed since completing the previous period of active duty in excess of 90 days as indicated in 3-K-3.b..(2).

   Example 2: An officer was separated from a Regular component of the Armed Forces on 30 June 1980. The officer was appointed as a Coast Guard Reserve officer on 1 July 1980 and reported for active duty in excess of 90 days on 1 May 1982. The officer is not entitled to the initial uniform allowance since separation was from a Regular component of the Armed Forces. The officer will be entitled to the additional active duty uniform allowance of $200.00 as indicated in 3-K-3.a.

   Example 3: A Marine Corps Reserve officer was paid the $100.00 initial uniform allowance authorized under the Naval Reserve Act of 1938. The officer subsequently resigned the commission in the Marine Corps Reserve and was appointed an officer in the Coast Guard Reserve. The officer reported for active duty in excess of 90 days in the Coast Guard Reserve on 15 November 1962. The officer is not entitled to the initial uniform allowance as indicated in 3-J-2.b. The officer is entitled to the $200.00 additional active duty uniform allowance as indicated in 3-K-3.b.

Example 4: A Reserve officer first reported of active duty on 1 July 1980 and was released to inactive duty on 30 June 1981. The officer received an initial uniform allowance of $200.00 and $100.00 additional active duty uniform allowance on 1 July 1980. The officer will be entitled to the uniform maintenance allowance of $50.00 on 30 June 1985 if the officer meets other qualifications as indicated in section 3-K-4.

Example 5: A Coast Guard Reserve officer entered on active duty on 1 April 1980 for a period contemplated to be in excess of 90 days. The officer received $100.00 additional active duty uniform allowance. The officer was released to inactive duty on 15 June 1980. The officer was not required to refund the $100.00 uniform allowance although the officer did not perform active duty for a period in excess of 90 days. The officer re-entered on active duty for a period in excess of 90 days on 1 May 1982. The officer is not entitled to a second $100.00 additional AD uniform allowance since the officer entered on active duty within 2 years after completing a prior period of active duty as a Coast Guard Reserve officer of (constructively) more than 90 days (32 Comp Gen 511). Refer to section 3-K-3.b.(2).

Example 6: The officer in example 5 reported for a second tour of active duty in excess of 90 days on 15 June 1982. The officer is entitled to a second $200.00 additional active duty uniform allowance. The actual date of completion is used in measuring the time which must elapse before a subsequent payment can be made (33 Comp Gen 251). Refer to section 3-K-3.b.(2).

L. Personal Money Allowance.

1. Authority. 37 U.S.C. 414(a) authorizes officers, and effective 1 October 2000, the Master Chief Petty Officer of the Coast Guard (MCPO-CG)(E-10), in positions listed below, who are entitled to receive basic pay, to also receive a Personal Money Allowance. This allowance is in addition to any other pay or allowance authorized. The allowance is payable while serving in the grade of Vice Admiral or above and as the MCPO-CG. When entitlement is based on a specific duty assignment, it does not accrue before the date the officer or E-10 starts, or after the date of release from such duty assignment.

2. Who may be paid this allowance. An officer, and the MCPO-CG, is entitled to a Personal Money Allowance while serving as:

   a. Commandant of the U.S. Coast Guard.

   b. Admiral (O-10) or Vice Admiral (O-9).

   c. Master Chief Petty Officer of the U.S. Coast Guard (E-10)

3. Rates Payable. Personal Money Allowance is payable at the following monthly rates:

Commandant	- $333.33
Admiral	- $183.33*
Vice Admiral	- $41.67
MCPO-CG	- $166.66

*Except when serving as Commandant

4. Taxability and Withholding Tax. Effective 1 July 1991, Personal Money Allowance is subject to Federal and State income tax and withholding.

M. Cost-of-Living Allowance for members assigned to High-Cost Areas in CONUS (CONUS COLA).

1. Authority. CONUS COLA is authorized by 37 U.S.C. 403B. Regulations implementing CONUS COLA for the Uniformed Services are contained in the Joint Federal Travel Regulations (JFTR), Volume 1, Chapter 8, Part B.

2. Definition of CONUS COLA. A cost-of-living allowance to assist members residing in high cost areas within the continental United States.

3. Conditions of Entitlement. Refer to the Joint Federal Travel Regulations (JFTR), Volume 1, Chapter 8.

4. Rates Payable. Contact the PERSRU for current rates or refer to the per diem web site at: www.dtic.mil/perdiem

5. Taxability and Withholding Tax. CONUS COLA is subject to Federal and State Income Tax and withholding.

CHAPTER 4

SPECIAL PAY

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CHAPTER 4. SPECIAL PAY

A. Hardship Duty Pay for Location (HDP-L).

1. Authority. Under 37 U.S.C. §305, a member entitled to basic pay may be paid Hardship Duty Pay (HDP) at a monthly rate while the member is performing duty designated by the Secretary of Defense as Hardship Duty. Under the law, the Secretary of Defense shall prescribe regulations for the provision of HDP, including monthly rates payable.

2. Definitions.

   a. HDP-L. Hardship Duty Pay for Location.

   b. HDP-M. Hardship Duty Pay for Mission. Note: The Coast Guard does not presently utilize HDP-M at any duty locations.

   c. Phase-I HDP-L. Prior to 1 Jan 2001, an entitlement formerly called Foreign Duty Pay (FORDU Pay). Payable to enlisted personnel serving in a location listed in figure 4-1 at the following rates:

Pay Grade	Monthly Rate
E-1 & E-2	$8.00
E-3	$9.00
E-4	$13.00
E-5	$16.00
E-6	$20.00
E-7, E-8 & E-9	$22.50

   d. Phase-II HDP-L. Effective 1 Jan 2001, an entitlement paid to active duty officers and enlisted members assigned to areas designated as Phase-II Hardship Duty Locations. Paid in increments of $50, $100, and $150 according to hardship duty areas listed in figure 4-2.

3. Entitlement Policy to Phase-I and Phase-II Hardship Duty Pay for Location.

   a. Phase-II HDP-L Implementation. Effective 1 Jan 2001, Phase-II HDP-L shall be paid to all members serving in areas listed in figure 4-2.

   b. Phase-I HDP-L "Grandfathering" Protection.

      (1) Enlisted personnel receiving Phase-I HDP-L effective 31 December 2000, and not entitled to Phase-II HDP-L effective 1 January 2001, remain authorized to continue to receive Phase-I HDP-L until such time as they execute PCS orders out of their current PDS location.

      (2) The geographic Phase-I HDP-L rate protection in 4-A-3.b(1) above, extends to all enlisted personnel who transfer into Phase-I HDP-L areas during calendar year 2001.

      (3) Concurrent receipt of Phase-I and Phase-II HDP-L is not authorized.

c. Phase-II HDP-L is payable to officers and enlisted, active and reserve components alike, during assignment to designated Hardship Duty Locations. Phase-II HDP-L is payable in addition to all other pay and allowances to which a member is entitled (to include in addition to HDP-Mission); however, by law, no more than $300 is payable to a member in HDP (HDP-L plus HDP-M) in any one month. The Coast Guard does not presently utilize HDP-M at any duty locations.

d. Only land areas (or an installation/activity located on an ice shelf) outside the continental United States (CONUS) shall be designated for Phase-II HDP-L. Areas designated are those in which it has been determined that the living conditions most service members assigned in the area experience are substantially below the standard most members on duty in CONUS would experience. Phase-II HDP-L is payable at $50, $100, or $150 a month. The Assistant Secretary of Defense (FMP) (ASD(FMP)) shall establish the rate payable based on the level of quality-of-life (QOL) hardship in the area.

e. Service members on permanent duty orders in a designated area, or serving in a temporary duty or deployed status for over 30 consecutive days in the area, shall receive Phase-II HDP-L. Members on permanent reassignment to the area are eligible for Phase-II HDP-L at the established location rate from the day of arrival at the new permanent duty station. Members performing temporary duty in a designated area are not eligible for Phase-II HDP-L during the first 30 days of consecutive service at designated location; however, on the 31st day, HDP-L is payable to the member retroactive to the date the member reported for duty at the location.

f. Members on duty in an unaccompanied status and in a designated area who leave the area for a temporary period of more than 30 consecutive days shall have Phase-II HDP-L terminated on the 31st day. Phase-II HDP-L shall restart when the member is again assigned and performing duty in that same area (payable on the same basis as upon initial assignment in the area on a permanent or temporary basis) or upon performance of official duty in a different HDP-L designated area. Entitlement to HDP-L upon permanent reassignment from the area will terminate the day the member departs the station. Members who qualify for HDP-L in an area and are sent on temporary duty over 30 days to another designated area, are entitled to the higher of the two HDP-L rates during the first 30 days at the new location. Under no circumstances is more than $150 payable to a member in HDP-L in a given month.

4. The areas listed in figure 4-2 are designated as Phase-II HDP areas, at the rate level specified therein. Foreign areas designated by the Department of State (DOS) for a hardship differential for federal civilian employees have been included at the following Phase-II HDP-L rate levels:

Monthly HDP-L for Service Members	Hardship Differential for Federal Civilian Employees
$150	20% or 25% of basic pay
$100	15% of basic pay
$50	5% or 10% of basic pay

5. Requesting Addition to the List of Designated Hardship Duty Locations. A request to be added to the list of designated hardship duty locations, or to be considered for a higher HDP-L than established, must be submitted in writing, and supported by a Hardship Duty Location Assessment Questionnaire, which is available upon request from Commandant (G-WPM-2). Designation and rate determinations shall be based primarily on information taken from the assessment questionnaire, which describes the living conditions in the area, broken down into the following categories:

   a. Physical environment, including physical isolation, climate, social isolation;

   b. Living conditions, including sanitation and disease, medical and hospital facilities, housing, food, recreational facilities, community facilities;

   c. Personal security and related factors, including political violence, crime, political harassment.

6. Instructions for completing the questionnaire.

   a. Guidance for completion and submission and the channels through which requests are to be forwarded are found in the "overview" to the questionnaire. All Coast Guard Assessment Questionnaire submissions shall be through Commandant (G-WPM-2). Requests will be consolidated and processed for determination on a biannual basis in October and March of each year. In conjunction with the biannual update of designated areas, the list of designated hardship duty locations for uniformed personnel will be updated to reflect changes issued in the interim by Department of State to their hardship differential list for federal civilian employees. Changes to the hardship duty location list will normally be effective on the 1st day of the month after the ASD(FMP) announces the designation. All designations shall apply prospectively from the effective date of designation.

   b. Each factor in a submitted assessment questionnaire will be analyzed and evaluated against an established standard. If reported conditions meet the criteria standard, the appropriate point weight will be assigned. The total score will be used in determining whether the area should be designated as a hardship duty location, and if so, the level of HDP-L appropriately payable. Because the living conditions experienced by most members in the area must be substantially more severe than experienced by most members in CONUS, credit will be given only in those circumstances. Further, a significant number of weights representing hardship factors must be accumulated before the minimum rate level threshold is reached, and for that reason, installations may report a number of difficult living conditions but not qualify for even the $50/mo. rate level.

   c. In the case of short-notice operations where U.S. uniformed members will enter into an area with little or no established U.S. or allied military presence, and a known condition of the mission will be that the members will live under very arduous circumstances, in the interest of expediency, a request for immediate designation at the $150/mo. rate level may be submitted. For joint operations, the request should be forwarded through the chairman of the joint chiefs of staff to the ASD(FMP). For other than joint operations, a request for an emergency designation may be submitted through Commandant (G-WPM-2) to the ASD(FMP). Emergency designations will be in force for no more than 180 days, as established by the ASD(FMP) in each case. Designation for any longer period must be supported by a fully completed hardship duty location assessment questionnaire (per instructions therein), and will be considered in the next subsequent scheduled biannual update of areas designated as hardship duty locations.

7. A review of areas designated for HDP-L by the ASD(FMP) based on a hardship duty location assessment questionnaire will be conducted on a biennial basis, as established by the ASD(FMP).

8. Periods Not Payable. HDP-Location is not authorized as follows:

   a. For Coast Guard Academy Cadets.

   b. For the 31st day of the month (24 Comp Gen 131).

   c. For any periods a member is in a non-pay status.

PHASE-I HARDSHIP DUTY PAY FOR LOCATION AREAS

Designated Area	Effective Dates	
	From	Through
Afghanistan	1 Mar 99	
Alaska	1 Mar 99	
Albania	1 Mar 99	
Algeria	1 Mar 99	
Antarctica	1 Mar 99	
Armenia (formerly part of the U.S.S.R.)	1 Mar 99	
Aruba Island (Netherlands Antilles)	1 Mar 99	
Ascension Island (United Kingdom)	1 Mar 99	
Australia:		
Alice Springs	1 Mar 99	
North West Cape	1 Mar 99	
Woomera City	1 Mar 99	
Azerbaijan	1 Mar 99	
Azores Islands (port)	1 Mar 99	
Bahamas		
Andros Island	1 Mar 99	
Eleuthera Island	1 Mar 99	
Grand Bahama Island	1 Mar 99	
Bahrain	1 Mar 99	
Bangladesh	1 Mar 99	
Belarus	1 Mar 99	
Belgium		
Florennes only	1 Mar 99	
Belize	1 Mar 99	
Bolivia	1 Mar 99	
Bosnia-Herzegovina	1 Mar 99	
Brazil:		
Brasilia	1 Mar 99	
Fortaleza	1 Mar 99	
Recife	1 Mar 99	
Salvadore	1 Mar 99	
Santa Cruz	1 Mar 99	
Bulgaria Faso (formerly Upper Volta)	1 Mar 99	
Bulgaria	1 Mar 99	
Burma	1 Mar 99	
Burundi	1 Mar 99	
Cambodia	1 Mar 99	
Cameroon	1 Mar 99	

FIGURE 4-1

PHASE-I HARDSHIP DUTY PAY FOR LOCATION AREAS (cont'd)

Designated Area	Effective Dates	
	From	Through
Canada:		
British Columbia, (Masset only)	1 Mar 99	
Labrador	1 Mar 99	
New Brunswick (St. Margarets only)	1 Mar 99	
Newfoundland	1 Mar 99	
Northwest Territory	1 Mar 99	
Quebec (Senneterre and Bagotville only)	1 Mar 99	
Yukon Territory	1 Mar 99	
Cape Verde Islands	1 Mar 99	
Central African Republic	1 Mar 99	
Chad	1 Mar 99	
China	1 Mar 99	
Colombia	1 Mar 99	
Congo	1 Mar 99	
Costa Rica	1 Mar 99	
Crete	1 Mar 99	
Croatia	1 Mar 99	
Cuba	1 Mar 99	
Cyprus	1 Mar 99	
Czech Republic	1 Mar 99	
Diego Garcia Island (Chagos Archipelago)	1 Mar 99	
Djibouti	1 Mar 99	
Domincan Republic	1 Mar 99	
Ecuador	1 Mar 99	
Egypt	1 Mar 99	
El Salvador	1 Mar 99	31 May 01
Erotrea	1 Mar 99	
Estonia	1 Mar 99	
Ethiopia	1 Mar 99	
Finland	1 Mar 99	
Gabon Republic	1 Mar 99	
Ghana	1 Mar 99	
Georgia	1 Mar 99	
Germany (former GDR areas only)	1 Mar 99	
Greece (Except Nea Maki, Athens, Helleikon Airport, and Tanagra	1 Mar 99	
Grand Bahama Island	1 Mar 99	
Greece (except Nea Makri)	1 Mar 99	
Greenland	1 Mar 99	
Grenada	1 Mar 99	
Guam (U.S.)	1 Mar 99	
Guatemala	1 Mar 99	

FIGURE 4-1 (cont'd)

PHASE- I HARDSHIP DUTY PAY FOR LOCATION AREAS (cont'd)

Designated Area	Effective Dates	
	From	Through
Guinea:		
Bissau	1 Mar 99	
Conarky	1 Mar 99	
Guyana	1 Mar 99	
Haiti	1 Mar 99	
Honduras	1 Mar 99	
Hungary	1 Mar 99	
Iceland	1 Mar 99	
India	1 Mar 99	
Indonesia	1 Mar 99	
Iran	1 Mar 99	
Iraq	1 Mar 99	
Ireland	1 Mar 99	
Israel	1 Mar 99	
Italy:		
Cima Gallina	1 Mar 99	
Finale Ligure	1 Mar 99	
Ghedi Torre	1 Mar 99	
Martina Franca	1 Mar 99	
Mount Cimone	1 Mar 99	
Mount Corna	1 Mar 99	
Mount Paganella	1 Mar 99	
Mount Venda	1 Mar 99	
Mount Vergine	1 Mar 99	
Reggio (Monte Nardello only)	1 Mar 99	
Rimini	1 Mar 99	
Sardinia		
Dectimonannu	1 Mar 99	
La Maddalena	1 Mar 99	
Mount Limbara	1 Mar 99	
Sciaves	1 Mar 99	
Sicily (Comiso only)	1 Mar 99	
Ivory Coast	1 Mar 99	

FIGURE 4-1 (cont'd)

PHASE- I HARDSHIP DUTY PAY FOR LOCATION AREAS (cont'd)

Designated Area	Effective Dates	
	From	Through
Jamaica	1 Mar 99	
Japan:		
Akizuki–Kure Area	1 Mar 99	
Fuji Maneuver Area	1 Mar 99	
Fukuoka	1 Mar 99	
Hokkaido Island (Chitose)	1 Mar 99	
Kashiwa	1 Mar 99	
Ryukyu Islands (Kume-Shima only)	1 Mar 99	
Seburiyama	1 Mar 99	
Johnston Island	1 Mar 99	
Jordan	1 Mar 99	
Kazakstan	1 Mar 99	
Kenya	1 Mar 99	
Kiribati	1 Mar 99	
Korea, Republic of	1 Mar 99	
Kuwait	1 Mar 99	
Kyrgystan	1 Mar 99	
Laos	1 Mar 99	
Latvia	1 Mar 99	
Lebanon	1 Mar 99	
Liberia	1 Mar 99	
Lithuania	1 Mar 99	
Macedonia (former part of Yugoslavia)	1 Mar 99	
Madagascar	1 Mar 99	
Malawi	1 Mar 99	
Malaysia Federation	1 Mar 99	
Mali	1 Mar 99	
Malta	1 Mar 99	
Marshall Islands	1 Mar 99	
Mauritius (Port Louis only)	1 Mar 99	
Mexico	1 Mar 99	
Micronesia, Federated States of (former Caroline Islands)	1 Mar 99	
Midway Islands	1 Mar 99	
Moldova	1 Mar 99	
Montenegro	1 Mar 99	
Morocco	1 Mar 99	
Mozambique	1 Mar 99	

FIGURE 4-1 (cont'd)

PHASE-I HARDSHIP DUTY PAY FOR LOCATION AREAS (cont'd)

Designated Area	Effective Dates	
	From	Through
Nambia	1 Mar 99	
Nepal	1 Mar 99	
Nicaragua	1 Mar 99	
Niger	1 Mar 99	
Nigeria	1 Mar 99	
Northern Ireland	1 Mar 99	
Northern Marianas (formerly Mariana Islands) All areas except Guam and Saipan	1 Mar 99	
Norway (Oslo only)	1 Mar 99	
Oman	1 Mar 99	
Pakistan	1 Mar 99	
Panama	1 Mar 99	
Paraguay	1 Mar 99	
Peru	1 Mar 99	
Philippine Islands	1 Mar 99	
Poland	1 Mar 99	
Puerto Rico (U.S.) Vieques Island	1 Mar 99	
Qatar	1 Mar 99	
Romania	1 Mar 99	
Russia	1 Mar 99	
Rwanda (Kigali only)	1 Mar 99	
Rwanda (entire country)	1 Mar 99	
Saipan (Marinas Islands)	1 Mar 99	
Samoa Island	1 Mar 99	
Saudi Arabia	1 Mar 99	
Scotland (U.K.) Holy Loch Area (Afloat Activities Only)	1 Mar 99	
Senegal	1 Mar 99	
Serbia	1 Mar 99	
Seychelles	1 Mar 99	
Sierra Leone	1 Mar 99	
Singapore	1 Mar 99	
Slovakia	1 Mar 99	
Slovenia (formerly part of Yugoslavia)	1 Mar 99	

FIGURE 4-1 (cont'd)

PHASE-I HARDSHIP DUTY PAY FOR LOCATION AREAS (cont'd)

Designated Area	Effective Dates	
	From	Through
Spain:		
Balearic islands	1 Mar 99	
Elizondo (including Gorranmendi CMF)	1 Mar 99	
Estaca De Vares	1 Mar 99	
Guardamar del Segura	1 Mar 99	
Moron AB	1 Mar 99	
Sonseca	1 Mar 99	
Sri Lanka (former Ceylon)	1 Mar 99	
Sudan	1 Mar 99	
Suriname	1 Mar 99	
Sweden	1 Mar 99	
Syria	1 Mar 99	
Taiwan	1 Mar 99	
Tajikistan	1 Mar 99	
Tanzania (Dar Es Salaam Only)	1 Mar 99	
Thailand	1 Mar 99	
Togo	1 Mar 00	
Tunisia	1 Mar 99	
Turkey	1 Mar 99	
Turks and Caicos Islands	1 Mar 99	
Turkmenistan (formerly part of the U.S.S.R.)	1 Mar 99	
Uganda	1 Mar 99	
Ukraine (formerly part of the U.S.S.R.)	1 Mar 99	
United Arab Emirates	1 Mar 99	
U.S.S.R. (includes all former land areas)	1 Mar 99	
Uzbekistan	1 Mar 99	
Venezuela	1 Mar 99	
Vietnam	1 Mar 99	
Wake Island (U.S.)	1 Mar 99	
Yemen, Arab Republic of	1 Mar 99	
Yugoslavia (includes the countries of Serbia, Montenegro, and all former land area)	1 Mar 99	
Zaire	1 Mar 99	
Zambia	1 Mar 99	
Zimbabwe	1 Mar 99	

Notes to figure 4-1 are on page 4-11

FIGURE 4-1 (cont'd)

PHASE-I HARDSHIP DUTY PAY FOR LOCATION AREAS (cont'd)

Notes:

1. Effective 28 February 1999, payment of Department of Defense Certain Places Pay (CPP) (old Coast Guard Foreign Duty Pay (FORDU PAY)), terminated. Effective 1 March 1999, areas designated for FORDU PAY on the previous day are designated as Hardship Duty Pay locations.

2. Designation of a single country or state indicates that enlisted members on duty at all places within the country or State are entitled to this special pay *Example: (Alaska and Turkey, unless exceptions are indicated (Example: Greece).

3. Designation of places within a country indicates that only those places are entitled to this special pay (Example: Belgium - Florennes).

4. Enlisted personnel receiving Phase-I HDP-L effective 31 December 2000, and those who PCS transfer into a Phase-I HDP-L locale prior to 1 January 2002, are entitled to Phase-I HDP-L until PCS transfer out of an eligible location. See section 4-A-3.b.

FIGURE 4-1 (cont'd)

PHASE-II DESIGNATED HARDSHIP DUTY PAY LOCATIONS
Effective 1 January 2001

Area	$ Rate/Mo.	Effective	Terminated
Antarctic Region (below 60º S latitude)	150	1 January 2001	
Arctic Circle Region (above 66º33' N latitude)	150	1 January 2001	
Armenia	150	1 January 2001	
Australia		1 January 2001	
Alice Springs	50		
Other	0		
Azores, Portugal		1 January 2001	
Lajes Field	50		
Ponta Delgada	0		
Other	50		
Bahamas		1 January 2001	
Andros Island	50		
Others	0		
Bangladesh	150	1 January 2001	
Belarus	150	1 January 2001	
Belize		1 January 2001	
Belize City	100		
Other	150		
Benin	150	1 January 2001	
Bolivia		1 January 2001	
Cochabamba, & Santa Cruz	50		
La Paz, & Other	100		
Other	100		
Botswana		1 January 2001	
Gaborone	0		
Selebi Phikwe, Other	50		
Brazil		1 January 2001	
Fortaleza, & Amazonas, Goias, Maranhao Mato Grosso & Do Sul, Par Piaui Rondonia, & Roriame, Recife, Pemambuco	50		
Other	0		
Brunei	100	1 January 2001	
Bulgaria		1 January 2001	
Sofia	100		
Other	50		
Burkina	150	1 January 2001	
Burma	150	1 January 2001	

FIGURE 4-2

PHASE-II DESIGNATED HARDSHIP DUTY PAY LOCATIONS (cont'd)
Effective 1 January 2001

Area	$ Rate/Mo.	Effective	Terminated
Burundi	150	1 January 2001	
Cameroon		1 January 2001	
Dschang	100		
Yaounde, Other	150		
Canada		1 January 2001	
Northwest Territory	150		
Other	0		
Cape Verde	150	1 January 2001	
Central African Rep.	150	1 January 2001	
Chad	150	1 January 2001	
Chagos Archipelago	50	1 January 2001	
China		1 January 2001	
Beijing, Shanghai, Other	100		
Chengdu, Shenyang, Guangzhou	150		
Congo,		1 January 2001	
Brazzaville	150		
Other	100		
Cook Islands		1 January 2001	
Rarotonga	50		
Other	100		
Costa Rica		1 January 2001	
San Jose	0		
Other	50		
Cote D'Ivoire	150	1 January 2001	
Cuba		1 January 2001	
Guantanamo Bay, Other	50		
Havana	150		
Cyprus		1 January 2001	
Nicosia	0		
Other	50		
Diego Garcia	150	1 January 2001	
Djibouti	150	1 January 2001	
Dominican Republic	100	1 January 2001	
Ecuador	100	1 January 2001	
El Salvador	150	1 June 2001	
Eritrea	150	1 January 2001	
Estonia	50	1 January 2001	
Fiji	50	1 January 2001	
Gabon		1 January 2001	
Libreville	100		
Other	150		

FIGURE 4-2 (cont'd)

PHASE-II DESIGNATED HARDSHIP DUTY PAY LOCATIONS (cont'd)
Effective 1 January 2001

Area	$ Rate/Mo.	Effective	Terminated
Gambia	150	1 January 2001	
Georgia		1 January 2001	
Abkhazia region (land area of Georgia and Abkhazia lying north Of 42 degrees N. latitude and west of 43 degrees east longitude)	0		
Other	150		
Ghana	150	1 January 2001	
Greece		1 January 2001	
Kavala Relay Station	50		
Other (includes Rhodes & Souda Bay (Crete))	0		
Greenland	150	1 January 2001	
Grenada	50	1 January 2001	
Guatemala	50	1 January 2001	
Guinea	150	1 January 2001	
Guinea Bissau	150	1 January 2001	
Guyana	150	1 January 2001	
Honduras	100	1 January 2001	
Hungary		1 January 2001	
Budapest	0		
Other	50		
Iceland		1 January 2001	
Keflavik-Grindavik, & Other	50		
Reykjavik	0		
India		1 January 2001	
Calcutta, New Delhi, & Other	150		
Chennal, & Mumbai	100		
Indonesia		1 January 2001	
Jakarta	50		
East Timor	0		
Other	100		
Jamaica		1 January 2001	
Kingston	50		
Other	0		
Jerusalem	50	1 January 2001	
Johnston Island	150	1 January 2001	
Kazakhstan	150	1 January 2001	
Kenya		1 January 2001	
Nairobi	150		
Other	50		

FIGURE 4-2 (cont'd)

PHASE-II DESIGNATED HARDSHIP DUTY PAY LOCATIONS (cont'd)
Effective 1 January 2001

Area	$ Rate/Mo.	Effective	Terminated
Korea, Republic of **Area 1:** (includes: Camp Edwards, Bull's Eye #1 & 2, Warrior Base, Camp Howze, Camp Garry Owen North, Camp Giant, Camp Bonifas, Stanton (H-112) Camp Greaves, Charlie Block, Freedom Bridge, Liberty Bell, Papyonsan ATC, DMZ South Half, Joint Security Area Swiss-Swede Camp, Alamo ASA (Det L), Bayonet Training Area, Camp Casey, Camp Hovey, Camp Nimble, Gimbols Gun Training Area, Mobile, Camp Castle, Shinbuk Relay (Hill 754), Watkins Range, Yongpyong (Indian Head TC), Kamaksan ASA (Det M), H-220 Heliport, Camp Essayons, Camp Page, Camp Red Cloud, Camp Stanley, Camp Falling Water, Concord, Camp Kyle, La Guardia, Hwaakson Evn ATC, Camp Jackson, Camp Sears, Camp Kwang Sa-R	150	1 January 2001	
Korea, Democ. Rep of	150	1 January 2001	
Kyrgyzstan	150	1 January 2001	
Laos	150	1 January 2001	
Latvia	50	1 January 2001	
Lesotho	100	1 January 2001	
Lithuania	50	1 January 2001	
Madagascar	150	1 January 2001	
Malawi	100	1 January 2001	
Mali	150	1 January 2001	
Marshall Islands		1 January 2001	
Kwajalein Atoll & Other	50		
Majuro	100		
Mauritania	150	1 January 2001	
Mauritius	50	1 January 2001	
Mexico		1 January 2001	
Merida & Monterrey, Mexico City & Tuxtia Gutierrez	50		
Tapachula	100		
Other	0		
Micronesia		1 January 2001	
Chuuk, Pohnpei & Yap	100		
Kosrae	150		
Other	50		
Moldova	150	1 January 2001	
Mongolia	150	1 January 2001	
Mozambique	150	1 January 2001	
Namibia		1 January 2001	
Windhoek	0		
Other	50		
Nepal	150	1 January 2001	
Nicaragua		1 January 2001	
Managua	50		
Other	100		
Niger	150	1 January 2001	
Nigeria	150	1 January 2001	
Oman		1 January 2001	
Muscat	50		
Other	150		
Palau	50	1 January 2001	

FIGURE 4-2 (cont'd)

PHASE-II DESIGNATED HARDSHIP DUTY PAY LOCATIONS (cont'd)
Effective 1 January 2001

Area	$ Rate/Mo.	Effective	Terminated
Panama		1 January 2001	
Panama City	0		
Other	50		
Papua New Guinea	150	1 January 2001	
Paraguay	50	1 January 2001	
Philippines	100	1 January 2001	
Poland	50	1 January 2001	
Romania		1 January 2001	
Bucharest	150		
Other	100		
Russia		1 January 2001	
Khabarovsk, Vladivostok;Yekaterinburg	150		
Moscow, St Petersburg & Other	100		
Samoa	50	1 January 2001	
Sao Tome and Principe	150	1 January 2001	
Senegal		1 January 2001	
Dakar	100		
Other	50		
Solomon Islands	100	1 January 2001	
Spain		1 January 2001	
El Ferrol	50		
Other	0		
Sri Lanka		1 January 2001	
Colombo	100		
Other	150		
Suriname	100	1 January 2001	
Syria		1 January 2001	
Damascus	100		
Other	150		
Taiwan	50	1 January 2001	
Tanzania		1 January 2001	
Dar es Salaam	150		
Other	100		
Thailand		1 January 2001	
Bangkok, Chiang Mai, Udom, & Other	50		
Songkhla	100		
Togo	150	1 January 2001	
Trinidad and Tobago		1 January 2001	
Port of Spain	50		
Other	0		
Tunisia	50	1 January 2001	
Turkmenistan	150	1 January 2001	
Ukraine	150	1 January 2001	
United Arab Emirates		1 January 2001	
Dubai	0		
Abu Dhabi	50		
Other	100		
Uzbekistan	150	1 January 2001	

FIGURE 4-2 (cont'd)

PHASE-II DESIGNATED HARDSHIP DUTY PAY LOCATIONS (cont'd)
Effective 1 January 2001

Area	$ Rate/Mo.	Effective	Terminated
Venezuela	50	1 January 2001	
Vietnam	150	1 January 2001	
Zambia		1 January 2001	
Lusaka	100		
Other	150		
Zimbabwe		1 January 2001	
Other	50		
Harare	0		

Notes:

1. Updated to reflect Post (Hardship) Differentials as published in the U.S. Department of State Standardized Regulations, Section 920, issued through September 24, 2000.

2. Members on qualifying duty at places within the listed country, state, or region are entitled to Hardship Duty Pay-Location (HDP-L). Land areas only are designated for HDP-L, except that an installation located on an ice shelf in the Antarctic or Arctic Circle Region is included in the designation of those regions.

FIGURE 4-2 (cont'd)

HARDSHIP DUTY PAY FOR LOCATION – CONDITIONS OF ENTITLEMENT

RULE	A	B	C
	When member	and	Then HDP-Location pay
1	arrives at permanent duty station		starts on arrival date for duty. (note 1)
2	departs PCS from a hardship duty station		continues through day of departure.
3	is discharged	immediately reenlists at the same hardship duty station	continues to accrue.
4	is permanently assigned to duty in an HDP-L eligible location	is hospitalized, on authorized leave, operational flight, TDY, or TAD at that place	continues to accrue
5		is on TDY, TAD, or deployed at another designated HDP-L area for over 30 days and the HDP-L rate at the TDY/TAD unit exceeds the HDP-L rate at the permanent duty station	is paid at the HDP-L rate for the TDY/TAD locale for the first 30 days of TDY/TAD
6	is serving in an unaccompanied status in a designated HDP-L area	is on leave, TDY, TAD, or deployed at a non-designated place (note 4)	continues for first 30 days
7	not permanently assigned to designated hardship duty station	is on TDY, TAD, or deployed to a designated HDP-L area	see note 2.
8	is in confinement awaiting trial by court-martial	is acquitted or charges dismissed	accrues retroactive to first day of confinement.
9		is convicted	does not accrue from first day of confinement until date restored to full duty. (note 3)
10	is confined as result of court-martial sentence		

Notes:

1. If already assigned to a place designated a hardship duty for location area, the pay starts on day of designation.

2. If an officer or enlisted member performs TDY/TAD at an HDP-L Phase II eligible location for over 30 consecutive days, on the 31st day of TDY/TAD, HDP-L is payable retroactive to date member reported for TDY/TAD. If an enlisted member performs TDY/TAD to an HDP-L Phase-I eligible location for over 8 consecutive days, on the 9th day of TDY/TAD, HDP-L is payable retroactive to date member reported for TDY/TAD.

3. Non-judicial punishment does not result in loss of HDP-L.

4. Rule 2 applies when a Medical Evacuee has been reassigned on PCS from the designated place for medical treatment.

FIGURE 4-3

B. Career Sea Pay.

1. Authority. Career Sea Pay (CSEAPAY) is authorized for enlisted members effective 1 October 1978 and for officers effective 1 January 1981 by 37 U.S.C. 305a as amplified by Executive Order 11157, as amended.

2. Definition of Career Sea Pay. CSEAPAY is a special pay authorized for enlisted members in pay grades E-4 or above, all warrant officers, and officers in pay grades O-1 through O-6, with more than 3 years cumulative sea duty. The member must be permanently or temporarily assigned for duty to a vessel, ship-based staff (including a mobile unit), or ship-based aviation unit pursuant to orders issued by competent authority and the vessel's/unit's primary mission must be accomplished underway. Rations-In-Kind (RIK) is the only authorized way to provide subsistence support to enlisted personnel service permanently onboard a cutter, except aboard 65 foot cutters that do not possess an authorized dining facility. CSEAPAY entitlements may differ for certain multiple-crewed or augmented-crewed cutters based on unit operational designations, available support facilities and other pay and allowance entitlements of assigned personnel.

3. Definition of a Vessel.

   a. The term "vessel," "ship," "cutter," or "ship contracted by the U. S. Coast Guard for the performance of operational missions," means a self-propelled vessel at least 65 feet in length in an active status, in commission, in service, or under contract, and equipped with Government operated or contractor furnished berthing and Government operated or contract furnished messing facilities which are regularly used for the intended purpose (65 foot cutters are considered career sea pay eligible vessels even though a government-operated or contractor-furnished messing facility is not provided.) All Coast Guard vessels of 65 feet or more in length, perform their primary missions underway. The determination as to whether or not vessels under contract to the Coast Guard perform their primary mission underway will be decided by the Assistant Commandant for Human Resources, on a case by case basis.

   b. U.S. Navy, U.S. Army, and National Oceanic and Atmospheric Administration vessels designated by those services as CSEAPAY eligible vessels shall be treated as such for Coast Guard personnel assigned to them. Coast Guard members assigned to such vessels are entitled to CSEAPAY on an identical basis as other services members assigned to the vessels. Foreign military service vessels equivalent to vessels defined in section 4-B-3.a. may be treated as CSEAPAY eligible vessels. Assistant Commandant for Human Resources will make such determinations.

4. Definition of a Mobile Unit. Effective 13 May 1992, a Coast Guard mobile unit or ship-based staff is a unit, designated by the Commandant or his designee and identified by individual OPFAC number, whose members are not permanently assigned to a specific career sea pay eligible vessel, but who are expected to perform the unit's primary mission underway aboard several different career sea pay eligible vessels. Coast Guard members assigned to a mobile unit or ship-based staff billets who perform tasks administrative in nature and do not routinely deploy afloat are not entitled to CSEAPAY except when actually deployed. These billets will be identified when the mobile unit/ship-based staff is designated. For CSEAPAY, area commanders have been delegated authority to designate Coast Guard mobile units/ship-based staffs and non-deploying administrative mobile unit/ship-based staff billets. CSEAPAY continues at mobile units or ship-based staffs whose personnel routinely embark and serve aboard CSEAPAY eligible vessels.

5. Types of Mobile Units.

   a. Law Enforcement Detachments (LEDETS)
   b. Tactical Law Enforcement Teams (TACLETS)
   c. Atlantic Area Fleet Training Groups (FTGs)
   d. Pacific Area Fleet Training Groups (FTGs)
   e. U.S Forces Caribbean
   f. Cutter Support Teams (CSTs)
   g. Electronic Support Detachment (ESD) Teams

6. Definition of Cumulative Sea Duty. Effective 1 October 1978 for enlisted members and 1 January 1981 for officers, cumulative sea duty accrues for CSEAPAY purposes if the member is entitled to basic pay and CSEAPAY, or would otherwise be entitled to CSEAPAY except for an ineligible pay grade. Questionable cases concerning computation of cumulative sea duty should be referred to HRSIC (SES).

7. Definition and Classification of Over-Crewed Cutters. District Commanders have been provided classification listings for affected cutters within their districts. Each cutter was placed in one of three category designations defined below. Established designations and entitlements will not be changed without prior specific approval of Commandant (G-CCS). Where consideration of a category change is desired, a documented request must be submitted to the appropriate Headquarters Program Director. If approved, the new category change will require an Operation Facility Change Order (OFCO). Effective 1 June 1983, over-crewed cutters will be categorized as one of the following:

   a. Augmented-Crewed Cutter. This is a CSEAPAY eligible vessel, which, because of its operational requirements, has more crew permanently assigned than normal for cutters of the same class. The vessel is not capable of routinely berthing all assigned personnel and does not require all personnel to be aboard for normal operations. The cutter is home-ported at a location where owned or leased unaccompanied personnel housing (UPH) is provided for all personnel in pay grades E-6 and below, who do not sail, and who have no dependents. Enlisted members are subsisted by RIK. Personnel who do not sail are ordered TAD ashore at the homeport. Basic Allowance for Subsistence (BAS) may be authorized where adequate Government dining facilities are not available.

b. Multiple-Crewed Cutter. This is a CSEAPAY eligible vessel to which two or more crews are alternately assigned for normal operations. This includes all variations such as: two crews for one hull; three crews for two hulls; four crews for three hulls, or other similar crewing concepts. Personnel are assigned to a shore station for permanent duty and are ordered TAD afloat to a particular cutter or group of cutters for operations. The cutter is home-ported at a location where owned or leased UPH is provided for all personnel in pay grades E-6 and below, who have no dependents. CSEAPAY is payable while the member is ordered TAD aboard a cutter. Ashore time is considered neutral time for CSEAPAY PREM purposes. BAS may be authorized where adequate Government dining facilities are not available.

c. Administrative Shore Unit. An administrative shore unit exists when a vessel cannot berth all assigned personnel at the same time and neither Government owned or leased UPH is available for all personnel in pay grades E-6 and below, who have no dependents. Personnel are not eligible for CSEAPAY. Since personnel are not in receipt of CSEAPAY, time does not count for CSEAPAY purposes or as cumulative time toward CSEAPAY PREM.

8. Rates Payable and Conditions of Entitlement. Special pay for career sea duty is payable at the monthly rates indicated in figure 4-4. Special pay for career sea duty is payable to members who perform duty under orders issued by competent authority subject to the conditions in figure 4-5.

9. Periods Not Payable. A member is not entitled to CSEAPAY:

a. For the 31st day of the month unless the period of service (total period of active duty, i.e., 12 day active duty orders) is less than 30 continuous days. In this case, included the 31st day of a calendar month in the same manner as basic pay.

b. During periods en route to and from ships, or while onboard a ship for transportation, regardless of the length of the period.

c. While on a receiving or station ship.

d. During periods of sea duty as an Academy cadet.

e. Though the 31st day of a month is included for the purposes of the “30-day clock” in rule 4 of figure 4-5, no entitlement accrues on that day.

10. Records Maintenance. Units described in subsections 4-B-4 shall maintain records available for audit for all periods of service aboard CSEAPAY eligible vessels for each member claiming CSEAPAY and/or cumulative sea duty time. Such documentation must be retained by the unit/staff for a minimum of two years.

MONTHLY CAREER SEA DUTY PAY RATES

Rank Rate	Pay Grade	Years of Sea Duty																	
		1 or less	Over																
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	16	18	20
CAPT	O-6	--	--	--	225	230	230	240	255	265	280	290	300	310	310	325	340	355	380
CDR	O-5	--	--	--	225	225	225	225	230	245	250	260	265	265	265	285	300	315	340
LCDR	O-4	--	--	--	185	190	200	205	215	220	220	225	225	240	240	270	280	290	300
LT	O-3	--	--	--	150	160	185	190	195	205	215	225	225	240	240	260	270	280	290
LTJG	0-2	--	--	--	150	160	185	190	195	205	215	225	225	240	240	250	260	270	280
ENS	O-1	--	--	--	150	160	185	190	195	205	215	225	225	240	240	250	260	270	280
CWO4	W-4	150	150	150	150	170	290	310	310	310	310	350	375	400	400	450	450	500	500
CWO3	W-3	150	150	150	150	170	270	280	285	290	310	350	375	400	400	425	425	450	450
CWO2	W-2	150	150	150	150	170	260	265	265	270	310	340	340	375	375	400	400	400	400
WO	W-1	130	135	140	150	170	175	200	250	270	300	325	325	340	340	360	375	375	375
Note 2, 3 & 4		175	195	235	265	280	290	310	310	310	310	320	330	350	370	390	410	410	410
MCPO	E-9	100	100	120	175	190	350	350	375	390	400	400	410	420	450	475	520	520	520
Note 2, 3 & 4		165	180	225	255	265	270	280	285	290	300	310	310	320	340	360	380	400	400
SCPO	E-8	100	100	120	175	190	350	350	375	390	400	400	410	420	450	475	500	520	520
		135	145	215	235	255	260	265	265	270	275	280	300	310	330	350	370	390	390
CPO	E-7	100	100	120	175	190	350	350	375	390	400	400	410	420	450	475	500	500	500
		125	135	170	190	210	215	225	235	245	255	265	265	280	295	310	325	340	340
PO1	E-6	100	100	120	150	170	315	325	350	350	365	365	365	380	395	410	425	450	450
		60	70	140	175	185	190	205	220	220	220	220	220	220	220	220	220	220	220
PO2	E-5	50	60	120	150	170	315	325	350	350	350	350	350	350	350	350	350	350	350
				125	160	175	175	175	175	175	175	175	175	175	175	175	175	175	175
PO3	E-4	50	60	120	150	160	160	160	160	160	160	160	160	160	160	160	160	160	160

Notes:

1. If the member is E-4 and on sea duty 31 December 1987 or between sea duty tours in a “neutral” time status, on 31 December 87, the member is entitled to the higher rate until assigned to a non-career sea pay eligible billet.

2. If the member is E-5 through E-9 with less than 5 years of sea duty, and entitled to CSEAPAY or between sea duty tours in a “neutral” time status on 31 December 1987, the member is entitled to the higher rate until assigned to a non-career sea pay eligible billet.

3. If the member is E-5 through E-9 with more than 5 years of sea duty the member is only entitled to the lower rate through 30 April 1988.

4. If the member is E-5 through E-9 with more than 5 years of sea duty and entitled to CSEAPAY or between sea duty tours in a “neutral” time status on 30 April 1988, the member is entitled to the lower rate if entitled to CSEAPAY-PREMIUM or the higher rate if not so entitled. In no instance will the member receive the higher rate and CSEAPAY-PREMIUM.

FIGURE 4-4

CAREER SEA PAY – CONDITIONS OF ENTITLEMENT

RULE	A	B	C
	When an eligible member is serving aboard a ship or mobile unit designated for Career Sea Pay	and	then Career Sea Pay
	reports for permanent duty defined as sea duty		starts on date of reporting.
2	is detached from permanent duty defined as sea duty		accrues through day of detachment
3	is discharged while on sea duty	immediately reenlists on board	continues to accrue provided member is otherwise entitled.
4	on sea duty	is TD, TAD, temporarily based ashore under orders, or hospitalized ashore (note 1)	accrues for 30 days past the date of the member's departure. (notes 4 and 5)
5	on sea duty and is on authorized leave		accrues for the period of leave if otherwise entitled
6	receiving hardship duty pay-location		does not accrue.
7	who is stationed ashore	the type of sea duty is TD, TAD	accrues on the date of reporting through date of detachment. (note 2)
8	is suspended or otherwise removed from duty or confined awaiting trial by courts-martial	is acquitted or charges are dismissed	accrues retroactively from first day of confinement, suspension or removal from duty, if member is otherwise entitled.
9	is suspended or otherwise removed from duty or confined awaiting trial by courts-martial	is convicted	does not accrue on first day of confinement, suspension or removal from duty through date prior to day of return to duty from any status above. (note 3)
10	is confined as a result of courts-martial		does not accrue on first day of confinement through date prior to date of release from confinement. (note 3)
11	is permanently or temporarily assigned to duty on a ship which is undergoing alterations or repairs	ship remains in an active status (in-commission or in-service)	continues to accrue.
12	is permanently or temporarily assigned to duty on a ship undergoing inactivation processing		stops when the ship reverts to inactive status.

Notes:

1. Temporarily based ashore refers to a ship-based unit or a ship-based staff (including mobile unit personnel) that has landed ashore with the intent to return to a ship.

2. Further TD or TAD ashore from the ship will not interrupt Career Sea Pay entitlement for the first 30 days member is in such status provided member is otherwise entitled and returns to the ship.

3. Where sentence is changed to restriction to a ship and member performs duty, Career Sea Pay is resumed. Nonjudicial punishment does not result in loss of career sea pay.

4. The 30-day clock starts at 0001 of the first full day the member is TD/TAD away from the career sea pay eligible vessel or ashore at a mobile unit. Career sea pay and time terminates at 2400 the 30th actual day the member is TD/TAD away from the career sea pay eligible vessel or ashore at a mobile unit.

5. Periods of leave taken before, after, or between two periods of TD/TAD ashore from a career sea pay eligible vessel shall not be considered when computing the 30 day period. Periods of leave taken before, during, or after a period ashore at a mobile unit shall not be considered when computing the 30 day period. Members are entitled to career sea pay and time for all periods of leave, provided the member was entitled to career sea pay upon commencement of leave. Members whose career sea pay stops during the TD/TAD period or while ashore at a mobile unit are not entitled to career sea pay for periods of leave taken after the career sea pay has stopped. In this case career sea pay will not restart until member reports back to a career sea pay eligible vessel.

FIGURE 4-5

C. Career Sea Pay Premium.

1. Authority. Career Sea Pay Premium (CSEAPAY PREM) is a special pay authorized by 37 U.S.C. 305a as amplified by Executive Order 11157, as amended.

2. Entitlement. Enlisted members in pay grade E-4 through E-9 (other than a member in pay grade E-5 through E-9 with over 5 years of sea duty) and officers, who are entitled to Career Sea Pay (CSEAPAY), and have served 36 consecutive months of sea duty are entitled to CSEAPAY PREM for the 37th consecutive month and each subsequent consecutive month of sea duty. Listed below are examples of when a member would be eligible for CSEAPAY PREM:

   a. Enlisted members in pay grade E-4 and all officers who are entitled to CSEAPAY and have served 36 consecutive months of sea duty are entitled to a monthly CSEAPAY PREM for the 37th consecutive month and each subsequent consecutive month of sea duty served by such members.

   b. Enlisted members (E-5 through E-9) with at least 3 years but less than 5 years of sea duty and have served 36 consecutive months of sea duty are entitled to CSEAPAY PREM for the 37th consecutive month and each subsequent consecutive month of sea duty served by such member.

   c. Enlisted members (E-5 through E-9) with over 5 years of sea duty and beyond and who were on sea duty on or prior to 30 April 1988, and have served 36 consecutive months of sea duty are entitled to CSEAPAY PREM for the 37th consecutive month and each subsequent consecutive month of sea duty served by such member and the lower rates of CSEAPAY in figure 4-3. Under no circumstances would the higher rates of CSEAPAY in figure 4-3 and CSEAPAY PREM be authorized for members (E-5 through E-9) with over 5 years of sea duty. Those members who complete the 36 month requirement of consecutive sea duty after 30 April 1988 are not entitled to CSEAPAY PREM; but are entitled to the higher rate of CSEAPAY.

3. Rate Payable. The monthly rate of CSEAPAY PREM is $100.00. The portion of the month in which CSEAPAY PREM starts or stops will be prorated. The 31st day of a month is not countable under any circumstances. CSEAPAY PREM is subject to Federal and State income tax. It is not subject to FICA tax.

4. Career Sea Time for CSEAPAY PREM. Career sea time will be credited and increased on a daily/monthly basis for CSEAPAY PREM during the periods when a member:

   a. Is permanently assigned to a CSEAPAY eligible vessel.

   b. Is temporarily or permanently assigned to a mobile unit, other than those members assigned to perform administrative duties.

   c. Is temporarily or permanently assigned to and serving with a ship-based aviation unit or ship-based staff which is embarked on a CSEAPAY eligible vessel or is temporarily or permanently assigned to a mobile unit to perform administrative duties and is embarked on a CSEAPAY eligible vessel.

d. Is permanently assigned to a Law Enforcement Detachment (LEDET), Caribbean Squadron, Fleet Training Unit (FTU), or Fleet Training Group (FTG) and is temporarily assigned to a CSEAPAY eligible vessel. This applies to members permanently attached on and after 15 November 1990 through the day before the unit is designated a mobile unit, if so designated. Members permanently attached on 15 November 1990 will have their consecutive time adjusted to account for periods of temporary assignment to a ship and received CSEAPAY from date of reporting to one of the above units. There is no entitlement to the payment of Career Sea Pay Premium prior to 15 November 1990 for members assigned units specified in this subparagraph.

5. Calculating Consecutive Career Sea Time for CSEAPAY PREM. Normally consecutive time will be calculated starting at 0 when a member reports for permanent or temporary duty to a CSEAPAY eligible vessel. However, certain periods in which CSEAPAY is not received are treated as neutral time for CSEAPAY PREM purposes and cause the consecutive career sea time counter to temporarily stop, but not reset to 0. In this case the consecutive time would be calculated starting at a number other than 0. The consecutive career sea time counter temporarily stops during periods when a member:

a. Is permanently assigned to a ship based aviation unit or ship-based staff and is not embarked on a CSEAPAY eligible vessel.

b. Is permanently or temporarily assigned to a mobile unit and:

(1) is not assigned to administrative duties, has been ashore (not including leave) for more than 30 days, and is not entitled to CSEAPAY, or

(2) is assigned to administrative duties and is not entitled to CSEAPAY.

c. Is on proceed time, travel time, temporary duty (TD), and/or leave while between two CSEAPAY eligible vessels/mobile units. This includes transfer from a CSEAPAY eligible vessel/mobile unit to a pre-commissioning unit command preparing a CSEAPAY eligible vessel for placement in an active status (in commission or in service), and transfer from a career sea pay eligible vessel to the decommissioning unit command preparing that now decommissioned vessel for deactivation.

d. Is permanently attached to a LEDET, Caribbean Squadron, FTU, or FTG and is not temporarily assigned to a CSEAPAY eligible vessel. This is effective for members assigned to these units on or after 15 November 1990.

e. Is permanently attached to CG Squadron 42/44 and is not temporarily assigned to a CSEAPAY eligible vessel – effective 1 September 1993.

f. Is TAD for more than 30 days from a CSEAPAY eligible vessel and not entitled to CSEAPAY.

g. Is temporarily assigned ashore from a CSEAPAY eligible vessel to limited duty, humanitarian assignment or in a hospitalization status.

h. Incurs deductible time due to unauthorized absence, confinement, nonperformance of duty (civil arrest), or sickness from misconduct.

i. Is on one or more PCS school assignments with a total duration of less than 1 year and between permanent assignments of two CSEAPAY eligible vessels if the training is necessary for the follow-on sea duty assignment. Examples of pipeline schools which qualify as neutral time are enlisted "A" and "C" schools and OCS. PCS school assignments which are oriented towards personal professional development rather than providing preparation for a follow-on sea tour will cause the consecutive sea duty counter to stop and return to 0 as in a normal PCS to shore duty. Examples of school assignments which do not qualify as neutral time are undergraduate and post-graduate training, and staff or war college curricula. A request for determination of neutral time entitlement should be submitted to Commandant (G-WPM-2) when a member's PCS school assignment(s) between CSEAPAY eligible vessel assignment exceeds one year.

6. Resetting Consecutive Career Sea Time Counter to Zero. The consecutive career sea time counter resets to zero under the following conditions.

a. Execution of PCS orders from a CSEAPAY eligible vessel, a mobile unit, or a unit that qualifies as neutral time to a non CSEAPAY eligible unit. Assignment to a unit that qualifies as neutral time, as defined in 4-C-5, does not reset the consecutive career sea time counter to zero.

b. When a member separates from the Service, unless discharged while permanently attached to a CSEAPAY eligible vessel or a mobile unit, and immediately reenlists onboard.

D. Responsibility Pay.

1. Authority. Under the provisions of 37 U.S.C. 306, the Secretary of Transportation designated the position of commanding officer of each vessel of the Coast Guard as a position of unusual responsibility, which is of a critical nature to the Coast Guard. Commandant has authorized payment of special pay, designated as Responsibility Pay (RSPLTY PAY), to certain commanding of Officers.

2. Who May Receive RSPLTY PAY. Effective 1 July 1973, RSPLTY PAY is authorized for each officer assigned and serving as commanding officer of a vessel of the Coast Guard, who is entitled to basic pay of pay grades 0-3, 0-4, 0-5, or 0-6; and, effective 23 November 1992 pay grades 0-2 and below.

3. Rates Payable. RSPLTY PAY is payable at the following monthly rates:

Pay Grade	Rate of Pay
LCDR (0-4) and below	50.00
CDR (0-5)	100.00
CAPT(0-6)	150.00

Note: The pay will be prorated on a daily basis based on a 30-day month. No pay accrues for the 31st day of the month.

4. Conditions Affecting Entitlement. Conditions affecting entitlement of RSPLTY PAY are as follows:

   a. Date to Start RSPLTY PAY. Pay accrues from date of actual assumption of command.

   b. Date to Stop RSPLTY PAY. Pay will be stopped on the day prior to the day of relief from duty as commanding officer. At no time will RSPLTY PAY be paid concurrently to more than one officer assigned the same vessel.

   c. Absences Over 30 Days. If a designated officer is absent from the vessel for a period of 30 days or more, on TAD, leave, or hospitalized, RSPLTY PAY will be terminated on the day prior to the day the officer entered such status.

   d. Promotion. An officer becomes entitled to the higher rate of RSPLTY PAY on the same day the officer becomes entitled to the pay of the higher grade.

   e. Tax. RSPLTY PAY is subject to tax withholding of Federal and State income tax. It is not subject to FICA tax.

   f. Effect On Other Computations. RSPLTY PAY is not an item of basic pay or an allowance. Therefore, it is not used to compute lump-sum leave payments or severance pay. It will be included in computation of death gratuity.

5. Acting Commanding Officer. An officer serving as acting commanding officer for periods of less than 30 days is not entitled to RSPLTY PAY. However, when it is contemplated that the commanding officer will be absent for more than 30 days, authorization may be obtained from Commandant (G-WPM) to pay RSPLTY PAY to the acting commanding officer.

6. Relief of Command. Responsibility pay may not be paid to more than one officer per designated billet, except for the dates of assumption of and relief from command.

E. Enlistment and Reenlistment Bonus.

1. Authority. Under the provisions of 37 U.S.C. 308a, a person who enlists in an Armed Force may be paid an enlistment bonus. Under the provisions of 37 U.S.C. 308, an enlisted member may be paid a Selective Reenlistment Bonus (SRB).

2. Conditions of Eligibility. Requests for determination of eligibility for SRB shall be forwarded to Commandant (G-WPM-1).

   a. Enlistment Bonus. Refer to Coast Guard Enlistment Bonus (EB) Program, COMDTINST M7220.40 (series).

   b. Selective Reenlistment Bonus. Refer to Reenlistment Bonus Programs Administration, COMDTINST 7220.33 (series).

F. Recoupment of Enlistment or Reenlistment Bonus. Determination involving recoupment of a bonus will be made by Commandant (G-WPM-1).

1. Legal Requirements. Recoupment of unearned portions of an enlistment or selective reenlistment bonus is required when a member voluntarily or because of misconduct does not complete the term of reenlistment, extension or enlistment, or anniversary year for which the bonus was paid.

2. Reasons to Recoup. Refer to Reenlistment Bonus Programs Administration, COMDTINST 7220.33 and Coast Guard Enlistment Bonus (EB) Program ,7220.40 (series).

G. Diving Duty Pay.

1. Authority. Special Pay for Diving Duty is authorized by 37 U.S.C. 304 to members who are entitled to basic pay and are:

   a. Assigned by orders to diving duty;

   b. Required to maintain proficiency as a diver by frequent and regular dives; and

   c. Actually performing diving duty.

2. Who May Receive Diving Pay. Special pay for diving duty is payable to members who qualify and who are issued orders for duty involving diving under the provisions of Coast Guard Diving Policies and Procedures Manual, COMDTINST M3150.1 (series). These members are entitled to receive this special pay, provided they maintain their status as qualified divers. In time of war the President may suspend diving duty pay.

3. Periods Payable. Refer to figure 4-6 for specific conditions of entitlement.

4. Rates Payable. Effective 1 October 1999, members assigned to and performing diving duty are entitled to receive special pay for diving duty as follows:

	Class of Diver	Monthly Rate
a.	Officer:-Ship Salvage Diving Officer/Basic Dive Officer (SSDO)	240.00
	-Officer with SCUBA training only(DV)	165.00
	-Officer performing diving duty at school under instructions in a course above “Diver Second Class” (DUI)	150.00
b.	Enlisted: -Master Diver (MDV)	340.00
	-Diver First Class (DV-1)	215.00
	-Diver Second Class (DV-2)	150.00
	-SCUBA Diver (DV)	150.00
	-Medical deep-sea diving technician (DV-M)	215.00
	-Enlisted member performing diving duty under instruction unless entitled to higher rate (DUI)	150.00

5. Restrictions on Payment. Restrictions of special pay for diving duty are as follows:

   a. Lapsed Qualifications. No member shall be entitled to receive diving pay after diving qualification has lapsed. Upon re-qualification, payments will not be made for the period of lapsed qualification.

   b. Dual Payment. Effective 1 November 1999, when assigned by orders to both diving duty and hazardous duty for the same period, a member may be paid special pay for diving duty and two hazardous duty incentive pays along with Diving Pay.

SPECIAL PAY FOR DIVING DUTY – CONDITIONS OF ENTITLEMENT

RULE	A	B	C
	When a member is assigned or detailed to diving duty	and	then diving pay
1	maintains diving status and current qualifications under the provisions of COMDTINST M3150.1 (series)		accrues
2	is hospitalized as a result of a diving accident		accrues for not more than 90 days while hospitalized (note 1).
3	is hospitalized not as a result of a diving accident		accrues for first 30 days (note 1).
4	is on leave in a pay status		
5	is on Temporary Additional Duty (TAD)	TAD is for other than diving duty	accrues for 30 days.
6		TAD is for diving duty purposes	continues to accrue. (note 3)
7	does not maintain diving qualification	diving qualification lapses	ceases on date of lapse.
8	is in confinement awaiting trial by courts-martial	is acquitted or charges are dismissed	accrues retroactively to date of confinement.
9		is convicted	does not accrue from first day of confinement through day before date restored to full duty.
10	is in confinement under sentence of court-martial		
11	reassigned permanent change of station (PCS) and no TAD is required enroute to new duty station	is ordered to and actually performs diving duty at the new duty station	continues to accrue (notes 1 and 2).
12		is not ordered to diving duty at the new duty station	accrues through date of detachment from old duty station.
13	reassigned PCS and TAD is required enroute to the new duty station	PCS orders require diving duty at TAD station <u>and</u> new duty station, and actually performs diving duty	continues to accrue (notes 1 and 2).
14		PCS orders require diving duty at TAD station but <u>not</u> the new duty station	continues to accrue through the date of detachment from the TAD station (notes 1 and 2).
15		PCS orders to not require diving duty at TAD station	accrues through date of detachment from old duty station.
16	is a member of the Coast Guard Reserve on active duty	is released from active duty	ceases not later than date member departs for home from last duty station.
17	is removed from diving duty		ceases on date of removal.
18	is discharged and immediately reenlists at the same unit without a break in service	diving duty orders are not specifically terminated	continues to accrue.
19		diving duty orders are specifically terminated	terminates on the date stated in the orders.

Notes:

1. If the member is removed from diving duty, or the member's qualifications lapse during this period, the member's entitlement to diving pay terminates on the date removed from diving duty or the date qualifications lapse.

2. If a member is reassigned PCS and takes leave enroute, diving duty pay will continue to accrue up to 30 days if the member has otherwise met the requirements for diving duty pay.

3. The member's orders must specify that TAD includes duty involving diving in order for diving pay to accrue indefinitely.

FIGURE 4-6

H. Special Pay-Duty Subject to Hostile Fire or Imminent Danger.

1. Authority. Under the provisions of 37 U.S.C. 310 and regulations prescribed by the Secretary of Defense, members who meet the conditions of this section are entitled to special pay for duty subject to Hostile Fire or Imminent Danger (HF/ID). This special pay is in addition to any other pay and allowances to which a member may be entitled. A member may not be paid HF/ID PAY more than once for any month.

2. Rate payable. Effective 1 August 1990, the monthly rate for Hostile Fire Pay / Imminent Danger Pay is $150. Effective 1 October 1985 through 31 July 1990, the monthly rate for Hostile Fire Pay / Imminent Danger Pay is $110.00.

3. Designated Areas:

a. **Adriatic Sea and Ionian Sea**. Effective 15 Sep 99 HF/IDP for the Adriatic Sea and the Ionian Sea North of the 39th parallel including the airspace above is terminated**.**

b. **Afghanistan**. Effective 1 Nov 88, the total land area of Afghanistan, including inland waters and the airspace thereover.

c. **Albania**. Effective 22 May 97, the country of Albania and airspace thereover.

d. **Algeria**. Effective 7 Mar 95, total land area of Algeria.

e. **Arabian Gulf Area**. Effective 25 Aug 87, the Arabian Gulf area, including the airspace thereover, and the countries of Bahrain and Kuwait, including the airspace thereover. The Arabian Gulf area is defined by the Arabian Gulf Persian Gulf), the Strait of Hormuz, and that part of the Gulf of Oman which lies north of 25 degrees north latitude and West of 057-30 degrees east longitude. This designation is terminated effective 1 Apr 89.

f. **Azerbaijan**. Effective 9 Jun 95, the total land space of Azerbaijan.

g. **Bahrain**. Effective 13 Jun 97, the land area and air space of Bahrain.

h. **Burundi and Democratic Republic of the Congo (Zaire)**. Effective 29 Nov 96, the land areas of Burundi and the Congo.

i. **Cambodia**. Effective 15 Jul 97, the country of Cambodia, total land area including inland waters.

j. **Colombia**. Effective 1 Jun 85, the country of Colombia, total land area, including inland waters is designated. Airspace thereover and adjacent sea areas are excluded.

k. **El Salvador**. Effective 31 May 2001, the designation of El Salvador as an Imminent Danger Pay area is terminated.

l. **East Timor**. The land area effective 30 Sep 99. The airspace up to 1,500 feet above East Timor is designated effective 29 Oct 99.

m. **Ethiopia**. The land area only of Ethiopia has been designated as an imminent danger pay area effective 13 Sep 99.

n. **Georgia and Abkhazia**. Effective 28 Jan 97, the land area of Georgia and Abkhazia lying north of 42 degrees north latitude and west of 43 degrees east longitude.

o. **Greece**. Athens, Greece remains a HF/IDP are only. Effective 15 Sep 99 HF/IDP has been **terminated** for the land area of Souda Bay (all military installations and facilities including the Port of Souda Bay); Thessaloniki, land area within a 25 kilometer radius of 40 degrees 27 minutes north, 22 degrees 59 minutes east; Waters of Themaikos Kolpos north of 40 degrees 15 minutes north.

p. **Haiti**.

(1) Effective 16 Sep 94, the total land area and air space of Haiti and the surrounding seas in the area of 16-30N/71-40W, 18-00N/71-45W, along the Haiti-Dominican Republic border to 20-00N/71-44W, 21-00N/71-40W, 21-25N/73-00W, 21-25N/74-00W, 20-00N/74-00W, 19-45N/75-00W, 19-00N/76-00W are designated.

(2) Effective 23 Nov 94, the coastal waters and air space are excluded from this designation.

q. **Hungary**. Effective 15 Sep 99 HF/IDP has been terminated for Taszar, land area within a 50 kilometer radius of 46 degrees 23 minutes north, 17 degrees 55 minutes east.

r. **Iran**. Effective 4 Nov 79, the country of Iran, land area only, is designated. (Iran was earlier designated for the period 8 Dec 78 through 23 Feb 79.).

s. **Iraq**. Effective 17 Sep 90, the territory and territorial waters of Iraq, and the airspace above them.

t. **Italy**. Effective 15 Sep 99 HF/IDP has been terminated for the land areas of Aviano Air Base; Cervia Air Base; Gioia Del Colle Air Base; Trapani Air Base; Vicenza (all military installations and facilities); San Vito Air Station; Brindisi (all military installations and facilities); Naples (all military installations and facilities including the Port of Naples); Sigonella and Augusta Bay (all military installations and facilities including the Port of Gaeta); and Bari (all military facilities) areas of Italy.

u. **Kuwait**. Effective 6 Aug 90, the total land area of Kuwait, including the coastal waters and airspace thereover.

v. **Laos**. This designation terminated effective 15 Jul 97.

w. **Lebanon**. Effective 1 Oct 83, the country of Lebanon, total land area only, including inland waters, is designated. Airspace thereover and adjacent sea areas are excluded.

x. **Liberia**. Effective 6 Aug 90, the total land area of Liberia. Coastal waters are excluded.

y. **Macedonia**. Land area & air space

z. **Pakistan**. Effective 29 Nov 96, the total land area.

aa. **Panama**. Effective 20 Dec 89 through 30 Jan 90, the total land area, including inland waters, coastal waters and the airspace thereover.

bb. **Peru**. Effective 1 Apr 87, the country of Peru, total land area, including inland waters is designated. Airspace thereover and adjacent coastal waters are excluded.

cc. **Philippines**. Effective 15 May 90 through 30 Nov 91, the total land area of the Philippines including inland and coastal waters. Airspace thereover is excluded.

dd. **Qatar**. Effective 7 Aug 97, the total land area and air space over Qatar are included.

ee. **Rwanda**. Effective 6 Oct 97, the total land area of Rwanda.

ff. **Sierra Leone**. Effective 18 Jul 97, the land area of Sierra Leone.

gg. **Somalia**. Effective 28 Sep 92, the total land area and air space thereover of Somalia. Coastal waters are excluded.

hh. **Sudan**. Effective 4 Oct 93, the total land area of Sudan, including airspace above, is designated. Coastal waters are excluded.

ii. **Tajikistan**. Effective 31 Mar 97, the total land area of Tajikistan.

jj. **Turkey**.

(1) Effective 6 Feb 91- 29 Sep 95, the total land area of Turkey, including inland waters, coastal waters and the territorial airspace thereover.

(2) Effective 30 Sep 95 to 28 Jan 97, the total land area and inland waters. Airspace and coastal waters are excluded.

(3) Effective 29 Jan 97, the land area, excluding the Turkish Straits (i.e. the Dardanelles, the Sea of Marmara, and the Bosporus Straits).

(4) Effective 1 Mar 98, the land area, excluding the Turkish Straits (i.e. the Dardanelles, the Sea of Marmara, and the Bosporus Straits) and including the limited airspace south of 37-45N and east of 43-00E.

kk. **Uganda**. Effective 19 Jan 2000, the land area of Uganda.

ll. **Yemen**. The land area of Yemen has been designated as an imminent danger pay area effective 25 May 99.

mm. **Zaire.** (land area)

nn. **Angola, Chad, Montenegro (land area & air space), Mozambique, Serbia (land area & air space), Slovenia, Croatia, Bosnia-Herzegovina, and the remaining land area within the former country of Yugoslavia**. Effective 22 Jun 92, the total land area and airspace thereover of Angola, Chad, Mozambique, Slovenia, Croatia, Bosnia-Herzegovina, and the remaining land area within the former country of Yugoslavia. Coastal waters are excluded. Designation for Slovenia ended 29 Sep 95. Effective 28 Feb 98, the designation for Chad and Mozambique is terminated**.**

oo. **Egypt, Israel, Jordan, and Syria**. Effective 6 Feb 91 through 31 Dec 91, the total land area of Egypt, Israel, Jordan, and Syria, including inland waters, coastal waters, and the territorial airspace thereover. Effective 29 Jan 97, the entire land areas of Egypt and Jordan.

pp. Effective 2 Aug 90, the following locations including the airspace above such locations:

(1) Persian Gulf

(2) The total land areas of Saudi Arabia and Yemen. Effective 28 Feb 98, the designation for Yemen is terminated.

qq. Effective 2 Aug 90 through 31 Aug 93, the following locations including the airspace above such locations:

(1) Red Sea

(2) Gulf of Oman

(3) The portion of the Arabian Sea that lies north of 10 degrees north latitude and west of 68 degrees longitude.

(4) Gulf of Aden

(5) The total land areas of Oman, Bahrain, Qatar, and the United Arab Emirates

4. Conditions of Entitlement. Refer to figure 4-6 for specific conditions of entitlement and section 4-H-7 as a guide in determining entitlement under various conditions.

5. Determinations of Fact. Determinations of fact regarding qualification of entitlement for HFP/IDP will be made by commanding officers under the criteria prescribed in this section. Any determinations of fact made in the administration of this section are conclusive. Such determinations are not subject to review by any officer or agency of the Government, unless there has been fraud or gross negligence. Such determinations may be changed on the basis of new evidence or for other good cause.

6. Members in a Captured or Missing Status. The account of any member who has been qualified for HFP/IDP will continue to be credited while the members is in a status of missing, missing-in-action, interned by a foreign country, or captured by a hostile force.

7. Non-pay Status.

   a. Prior to 17 October 1998, when member enters a non-pay status during the month, HFP/IDP will be prorated for the number of days member was in a basic pay status. A member's basic pay status ends on:

      (1) Date of discharge or separation from Service.

      (2) Date of death.

      (3) On the day before the beginning date of certain specified types of absences from duty.

   b. Effective 17 October 1998, HFP/IDP will not be prorated for any member including reservists on short term active duty orders, members enlisting or separating from active duty and members who die during the month.

8. Determination of Entitlement.

   a. A member who is entitled to basic pay is entitled to HFPAY for any month during any part in which the member either:

      (1) is on official duty in a designated area, or

      (2) is subject to hostile fire or explosion of hostile mines, or

      (3) is killed, injured, or wounded by hostile fire, explosion of a hostile mine, or any other hostile actions.

   b. Refer to figure 4-6 for specific conditions of entitlement and section 4-H-7 for instructions when entitlement does not exist for a complete month.

9. Procedure for Payment of HFPAY. Procedures for paying HFP/IDP are found on page 7-A-6 of the Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

SPECIAL PAY FOR DUTY SUBJECT TO HOSTILE FIRE OR IMMINENT DANGER (HF/ID) – CONDITIONS OF ENTITLEMENT

RULE	A	B	C
	When a member who is entitled to basic pay	and	then HF/ID PAY accrues
1	is permanently assigned to a designated area or performs assigned duties in a designated area. (notes 6, 7, & 8)	member is entitled to basic pay.	for the entire month (note 1).
2		the area designation for that country is terminated on a date other than the last day of the month.	for the entire month in which termination of the designation became effective
3	is on duty in a non-designated area.	is subject to hostile fire or explosion of hostile mines while on duty. (notes 2, 3, and 4).	for the entire month in which the hostile fire occurred.
4	is killed	death, injury, or hospitalization results from hostile fire, explosion of a hostile mine, or other hostile action. (note 5)	for the entire month. (note 1)
5	is wounded or injured.		for the entire month in which the wound or injury occurred.
6	is hospitalized outside a designated area.		through the date hospitalization is terminated or for 3 months after the month in which the wound or injury occurred, whichever is earlier.
7	is confined in a designated area as a result of court-martial sentence.	member's pay is subject to total forfeiture.	for the entire month unless full month forfeiture started on the 1st day of the month.

Notes:

1. A member who is absent from the designated area for an entire calendar month is not entitled to special pay for that month.

2. Consider a member as having been "subject to hostile fire" if close enough to the trajectory or point of impact or explosion of hostile ordnance to have been in danger of being wounded, injured, or killed.

3. Eligibility for payment includes all members serving on the same vessel or aircraft which was the subject of hostile fire or explosion of hostile mines and those serving on a vessel or aircraft that was in such close proximity that members were in danger of being wounded, injured, or killed. In the case of land forces, only those of the unit which were in the immediate vicinity of the trajectory or point of impact or explosion of hostile ordnance and were placed in danger of being wounded, injured, or killed from such causes are entitled to payment.

4. The certification of eligibility for payment shall be made at the lowest level of command that includes all of the vessels, aircraft, or units that are subject to hostile fire or explosion of hostile mines. For example, in the case of a single vessel that is subject to hostile fire or explosion of hostile mines, the vessel's commanding officer is authorized to certify payment for all members on board the vessel.

5. It is not necessary that death, injury, or wound occur in a designated area.

6. Includes a reserve member on active duty.

7. When airspace is specifically included in the area designation, personnel who only fly through the space are eligible for payment. When airspace is excluded in the area designation, aviation personnel who only fly through the airspace are not eligible for payment (they must land in the designated area to be eligible).

8. Service members who are present in a designated area for their own personal convenience (such as leave) shall not be considered to have "performed duty" in a designated area and are not eligible for payment.

FIGURE 4-7

I. Special Duty Assignment Pay (SDAP).

1. Authority. 37 U.S.C. 307 provides for SDAP to enlisted members entitled to basic pay and performing duties which are designated as requiring special skills. Conditions of entitlement and detailed instructions for maintenance, retention, and termination of SDAP status are prescribed in COMDTINST 1430.10(series).

2. Relation to Other Pay Items. In relation to other items of pay and allowances, SDAP is:

   a. An amount of pay in addition to any pay, allowance, special pay, incentive pay, or any other monetary benefits to which the member might otherwise be entitled.

   b. Taxable income for Federal and State tax purposes but not subject to FICA Tax.

   c. Not included in the computation of lump sum leave, reenlistment bonus or severance pay.

   d. Included in the computation for death gratuity.

3. Date to Start SDAP. This pay starts on the date the award is made unless a later date is specified. Awards may not be made retroactively.

4. Date to Stop SDAP. SDAP stops when a member is:

   a. No longer assigned to a billet/duties entitled to SDAP.

   b. Discharged or released from active duty.

   c. Confined as a result of a court-martial sentence.

   d. Absent without leave.

   e. TAD/TDY to an assignment where the member is not performing the duties qualifying for SDAP. Such a member is entitled to SDAP through the 90th day of TAD/TDY.

   f. Reassigned PCS (in which case SDAP stops the day prior to the date of departure from the special duty assignment).

5. Missing or Hospitalization Status. SDAP continues while a member is in a missing or hospitalization status, unless the award of SDAP is withdrawn or decreased while the member is in such status. Entitlement in a hospitalization status shall not exceed 12 months. If hospitalization is due to disease resulting from intemperate use of alcohol or habit-forming drugs, there is not entitlement to SDAP.

6. Tax. SDAP is subject to withholding of federal and state income taxes. It is not subject to withholding of FICA taxes.

7. Rate Payable. Effective 12 November 1996 the amounts of SDAP are:

Rating	Monthly Rate
SD-l	$55.00
SD-2	$110.00
SD-3	$165.00
SD-4	$220.00
SD-5	$275.00
SD-6	$375.00

J. Board Certified Pay for Physician's Assistants.

1. Entitlement. Effective 30 October 2000, officers of the Coast Guard or Coast Guard Reserve on Active Duty for Training (ADT) or active duty for another purpose, who are designated by Commandant (G-WKH) as Physician's Assistants are entitled to Board Certified Pay for Physician's Assistant in equal monthly amounts when entitled to Basic Pay. Entitlement to this board certified pay is in addition to any other pay and allowances of the officer. This pay is not received during periods of Inactive Duty for Training (IDT drills).

2. Eligibility. To be eligible for special pay under this section, a Physician Assistant must:

   a. Have a post baccalaureate degree in the officer's clinical specialty.

   b. Be certified by the National Commission of Certification of Physician Assistants.

   c. Make application and be authorized in writing for this special pay by Commandant (G-WKH).

      (1) Officers eligible for Board Certified Pay must apply for it by letter to Commandant (G-WKH) through their administrative chain of command. Applications must include sufficient documentation to ascertain completion of eligibility requirements and the amount of creditable active duty as a Physician's Assistant up to the date of application.

      (2) Commandant (G-WKH) will ensure that applicants have completed all eligibility requirements and authorize payment of the special pay in a reply to the applicant. Approved applicants will receive an authorization letter from Headquarters. A copy of the letter will be forwarded to the Coast Guard Human Resources Service and Information Center (HRSIC). The authorization letter will indicate the date the award of this pay is authorized and the amount of creditable time as of the date payments are authorized. In no case may payments be authorized for periods of active duty performed as a Physician's Assistant prior to 30 October 2000.

      (3) Upon HRSIC(MAS) receiving E-Mail notification from the servicing PERSRU when a period of ADT is performed by the reservist, HRSIC(MAS) shall initiate action to credit the reservist with Board Certified Pay for Physician's Assistant for the period of ADT.

3. Rates Payable. Monthly rates based on creditable service as a Physician's assistant:
   a. Less than 10 years……$166.66
   b. 10 years or more but less than 12……$208.33
   c. 12 years or more but less than 14.……$250.00
   d. 14 years or more but less than 18.……$333.33
   e. 18 or more years.…….…….$416.66

4. Creditable Service Defined. For purposes of awarding Physician's Assistant Board Certified Pay, the officer's creditable service is computed by totaling all periods of active duty after the officer was qualified as a Physician's Assistant in the Medical Service Corps of the Army or Navy; as a Biomedical Science Officer in the Air Force; in the Army Medical Specialist Corps; in the Public Health Service Commissioned Corps; or designated as a Physician's Assistant in the Coast Guard (including the Reserve Components of the aforementioned).

5. Payments. Payment is at a monthly rate. It shall be prorated for eligible periods of active duty of less than one month in accordance with the SDA II User Manual, HRSICINST M5231.2.

6. Tax. Board Certified Pay for Physician's Assistants is subject to withholding of federal and state income taxes. It is not subject to withholding of FICA taxes.

CHAPTER 5

INCENTIVE PAY

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CHAPTER 5. INCENTIVE PAY

A. Aviation Career Incentive Pay (ACIP) For Rated/Designated Officers.

1. Authority. 37 U.S.C. 301a, as added by Public Law 93-294 enacted 31 May 1974, and implemented by Executive Order 11800, dated 17 August 1974, authorizes payment of ACIP: effective 1 June 1974, for rated/designated officers and officers in flight training. 37 USC 301a was further amended by Public Law 101-189 effective 1 October 1991 Public Law 104-106 effective 10 February 1996 and again by Public Law 105-261 effective 17 October 1998. The Management and Administration of Aviation Incentive Pays, COMDTINST 7220.39 (series), prescribes detailed policies and procedures for the management and administration of aviation career incentive pay (ACIP) for Coast Guard members assigned duties involving aerial flight.

2. Entitlement. Effective 1 June 1974, officers qualified for aviation service under regulations prescribed by the Secretary concerned are entitled to ACIP at the rates and under the conditions prescribed by this section. However, an officer qualified for aviation service, except a flight surgeon or other medical officer, who had more than 12 or more than 18 years of aviation service on 31 May 1974, is presumed to have made those "gates" and is entitled to continuous ACIP as prescribed by 5-A-3.b. or d., without regard to the operational flying requirements stated therein.

3. Conditions of Entitlement Effective 1 June 1974 Through and Including 30 September 1991. These conditions do not apply to flight surgeons or other medical officers.

   a. An officer qualified for aviation service is entitled to continuous ACIP starting when the officer enters flight training leading to the original rating or when appointed an officer, whichever is later, and continues until the officer completes 12 years of aviation service.

   b. An officer qualified for aviation service who has performed at least 6 years of operational flying duty upon completion of 12 years of aviation service, is entitled to continuous ACIP for the first 18 years of aviation service, subject to the 25 year limitation as indicated in 5-A-3.d.

   c. An officer qualified for aviation service who has performed 9 or more years but less than 11 years of operational flying duty upon completion of 18 years of aviation service is entitled to continuous ACIP for the first 22 years of officer service.

   d. An officer qualified for aviation service who has performed at least 11 years of operational flying duty upon completion of 18 years of aviation service, is entitled to continuous ACIP for the first 25 years of officer service. Such entitlements cease after 25 years of officer service.

4. Conditions of Entitlement Effective 1 October 1991 until 17 October 1998. These conditions do not apply to flight surgeons or other medical officers.

   a. An officer qualified for aviation service is entitled to continuous ACIP starting when the officer enters flight training leading to the original rating or when appointed an officer, whichever is later, and continues until the officer completes 12 years of aviation service.

   b. An officer qualified for aviation service who has performed at least 8 years of operational flying duty upon completion of 12 years of aviation service, is entitled to continuous ACIP for the first 18 years of aviation service, subject to the 25 year limitation as indicated in 5-A-4.d (For the period 1 October 1991 through 9 February 1996, officers were required to have performed 9 years of operational flying duty upon completion of 12 years of aviation service.)

   c. An officer qualified for aviation service who has performed 10 or more years but less than 12 years of operational flying duty upon completion of 18 years of aviation service is entitled to continuous ACIP for the first 22 years of officer service.

   d. An officer qualified for aviation service who has performed at least 12 years of operational flying duty upon completion of 18 years of aviation service, is entitled to continuous ACIP for the first 25 years of officer service. Such entitlement ceases after 25 years of officer service.

   e. An officer qualified for aviation service who on 1 October 1991 has at least six years but less than 12 years of aviation service and less than six years of operational flying duty and subsequently completes six years of operational flying duty of the first 12 years of aviation service and nine years of operational flying duty of the first 15 years of aviation service and the member reaches 15 years aviation service then the member is entitled to continuous ACIP through 18 years of officer service.

   f. An officer qualified for aviation service who on 1 October 1991 has at least 12 years but less than 18 years of aviation service and less than nine years of operational flying duty and subsequently completes nine years of operational flying duty of the first 18 years of aviation service and the member reaches 18 years aviation service then the member is entitled to continuous ACIP through 22 years of officer service.

   g. An officer qualified for aviation service who on 1 October 1991 has at least 12 years but less than 18 years of aviation service and less than 11 years of operational flying duty and subsequently completes 11 years of operational flying duty of the first 18 years of aviation service and the member reaches 18 years aviation service then the member is entitled to continuous ACIP through 25 years of officer service.

   h. An officer who on 1 October 1991 has completed six or more years of aviation service and meets the operational flying duty requirements in sections 5-A-3.b, c, or d, is entitled to receive continuous ACIP under those requirements.

5. Conditions of Entitlement Effective 17 October 1998 and Thereafter. Public Law 105-261 effective 17 October 1998 provided that termination of aviation career incentive pay would be based on aviation service. This Law modified the preceding paragraphs as follows:

   a. Paragraph 5.A.3.c. An officer who meets the conditions of paragraph 5.A.3.c. is entitled to continuous ACIP for the first 22 years of aviation service.

   b. Paragraph 5.A.3.d. An officer who meets the conditions of paragraph 5.A.3.d. is entitled to continuous ACIP for the first 25 years of aviation service.

   c. Paragraph 5.A.4.c. An officer who meets the conditions of paragraph 5.A.4.c. is entitled to continuous ACIP for the first 22 years of aviation service.

   d. Paragraph 5.A.4.d. An officer who meets the conditions of paragraph 5.A.4.d is entitled to continuous ACIP for the first 25 years of aviation service.

   e. Paragraph 5.A.4.e. An officer meeting the conditions of paragraph 5.A.4.e is entitled to continuous ACIP for the first 18 years of aviation service.

   f. Paragraph 5.A.4.f. An officer meeting the conditions of paragraph 5-A.4.f. is entitled to continuous ACIP for the first 22 years of aviation service.

   g. Paragraph 5.A.4.g. An officer meeting the conditions of paragraph 5.A.4.g. is entitled to continuous ACIP for the first 25 years of aviation service.

   h. The Commandant may permit, on a case by case basis, an officer to continue to receive continuous monthly incentive pay despite the failure of the officer to perform the prescribed operational flying duty requirements during the prescribed periods of time, so long as the officer has performed those requirements for not less than 6 years of aviation service. The Commandant may not delegate this approval authority.

6. Officers Qualified for Aviation Service Not Entitled to Continuous ACIP. An officer qualified for aviation service, who is not entitled to continuous ACIP under sections 5-A-3, 5-A-4, or 5-A-5, and who is required by competent orders to perform operational or proficiency flying duties, and a flight surgeon or other medical officer who is qualified for aviation service and required by competent orders to perform operational flying duties, is entitled to monthly ACIP for the performance of the minimum flight requirements prescribed in section 5-A-10.

7. Officer Not Qualified for Aviation Service. Officers not qualified for aviation service, who are required by competent orders to perform regular and frequent aerial flights, are not entitled to ACIP but may be entitled to monthly hazardous duty incentive pay under the provisions of section 5-B.

8. Rates Payable. ACIP is payable at the monthly rates for commissioned officers as shown in figure 5-1.

9. Definitions. The special terms used in this section are defined as follows:

a. Aerial Flight. "Aerial flight" is defined in section 5-B-3.

b. Aviation Accident. "Aviation accident" is defined in section 5-B-3.

c. Excess Flying. "Excess flying hours" is defined in section 5-B-3.

d. Aviation Service Date (ASD). Aviation Service as an officer or Aviation Cadet after 13 November 1986, for purposes of figure 5-1, begins on the day, month and year an individual first reports on competent orders to the aviation facility having aircraft in which the officer will receive flight training leading to the award of an aeronautical rating or designation, and continues to accumulate from that date without exception as long as the flight rating remains in effect.

e. Operational Flying (DIFOPS). Flying performed by members in training that leads to the award of an aeronautical rating or designation and flying performed under competent orders by rated or designated members while serving in assignments in which basic flying skills, as determined by the Secretary concerned, normally are maintained in the performance of assigned duties.

f. Proficiency Flying (DIFPRO). Flying performed under competent orders by rated or designated members while serving in assignments in which basic flying skills, as determined by the Secretary concerned, normally are not maintained in the performance of assigned duties.

g. Not Flying (DIFDEN). Duty under orders currently in effect not involving flying.

h. Officer Service Date (OSD). All service, active and inactive, as a commissioned officer.

10. Flight Requirements. An officer entitled to monthly ACIP under 5-A-6 must perform the minimum aerial flights prescribed below in order to be entitled to ACIP.

a. Minimum Flying Time Each Month.

(1) During one calendar month – four hours of aerial flight. However, if an officer does not fly four hours in any month, hours flown during the last five preceding months, which have not already been used to qualify for ACIP may be applied to meet this four hour requirement.

(2) During two consecutive calendar months when the requirements of 5-A-10.a.(1) have not been met – eight hours of aerial flight.

(3) During three consecutive calendar months when the requirements of 5-A-10.a.(2) above have not been met – 12 hours of aerial flight.

Note: In addition, aerial flight hours not used to qualify for ACIP for the month in which flown may be used in the next five months to make up flight deficiencies.

b. Fractions of a Calendar Month. For fractions of a calendar month, figure what percentage the period in question is of the calendar month. The flying time required is that same percentage of the aerial flight time required for a full calendar month. Refer to figure 5-2.

c. Fractions of Two Consecutive Calendar Months. For fractions of two consecutive calendar months, consider the period in question as a unit. Figure what percentage the period in question is of the calendar month. The flying time required is that same percentage of the aerial flight time required for a full calendar month. Refer to figure 5-2.

d. Application of Hours Flown. Hours flown in any month apply, to the extent of hours available:

(1) First, to meet flight requirements for that month.

(2) Next, if the officer has entered a grace period for meeting flight requirements, to the prior month or months, as applicable.

(3) Next, in order, to the first, second, third, fourth, and fifth, succeeding months, but only to the extent that the officer fails, during each such month, to fly the required four hours (such hours available to meet requirements of later months are referred to as "excess" flight time). Refer to figures 5-3 and 5-4 for examples.

11. Determination of a Three Calendar Month "Grace Period."

a. When Three Month Period Begins and Ends. The three month calendar month period in which flight requirements must be met begins with the first month in which flight requirements are not met. If an officer, entitled to monthly ACIP under 5-A-5 flies enough time in the second month to cover the first and second months, the period ends with the second month. If not, the period extends through the third month.

b. Deficiencies for Fraction of a Month. If an officer, entitled to monthly ACIP under 5-A-6, fails to qualify for a fraction of a month (because flying status or active duty began on an intermediate day of the month), the three month period ends on the last day of the second full month following the fractional month.

c. When Next Three Month "Grace Period" Starts. A new three month period starts with the first month in which flight requirements are not met following a month in which flight requirements were met. For a new three month period to begin immediately after a prior three month period, flight requirements must have been met for the entire prior three month period, not merely for the last month. If the requirements for the entire prior three month period were not met, a new period does not begin until flight requirements are met for at least one month after the prior three month period. After such a month when flight requirements are met, a month in which flight requirements are not met begins a new three month period. A new period may not start with the second or third month in which flight requirements are not met; nor may a new period start with the fourth month in which flight requirements are not met. There must be at least one month in which requirements are met before a new three month period begins. Figures 5-3 and 5-4 show how the above rules apply.

12. Entitlement To Pay When No Flights Are Performed In the First Month of A Three Month Period. Assume for the purposes of 5-A-12.a., b., and c. that the officer is entitled to monthly ACIP under 5-A-6 and had no excess flight time from prior months.

    a. Second Month. If such officer performs no aerial flights during the first month of a three month period and in the second month performs at least four hours, but less than eight hours, the officer is entitled to pay for the second month only.
    Example: In January no aerial flights were performed; in February five hours of aerial fights were performed. ACIP is payable for February.

    b. Third Month. If such officer performs no aerial flights during the first two months of a three month period, the officer must perform 12 hours of aerial flight in the third month to be entitled to ACIP for all three consecutive months.
    Example: If flight requirements are met for January and the officer performs no flights during the months of February and March, the officer must perform at least 12 hours in April to be entitled to receive the ACIP for the period 1 February to 30 April. If the officer performs four or more hours, but less that 12 hours in April, the officer is entitled to ACIP for April only.

    c. First and Third Months. If the officer performs no aerial flights during the first month and in the second month performs only sufficient flights to qualify for the second month, the officer must perform enough hours of flight to make a total of 12 hours during the third month to qualify for ACIP for the first and third month of the three month period.
    Example: In January no aerial flights are performed; in February five hours of aerial flights are performed. The deficiency in January must be made up in March; that is, if at least seven hours are accomplished in March, ACIP for January and March is payable. If only six hours are flown in March, ACIP is payable for March only (payment for February having previously been made) and ACIP for January is lost.

13. Injury Or Incapacity As A Result Of Performance Of Flying Or Other Hazardous Duty. When an officer, entitled to monthly ACIP under 5-A-6, in a flying status is injured or otherwise incapacitated as a result of performance of flying or other hazardous duty to which ordered, the officer is considered to have met flight requirements during the incapacity, but for not longer than three months. Appropriate medical authority determines the cause of the incapacity and date of recovery.

    a. Flight Requirements Previously Met. If the officer has met flight requirements for the month in which the incapacity occurs, the three month period begins the first day of the following month and entitlement to ACIP continues for the succeeding three months.

    b. Flight Requirements Not Previously Met. If the officer has not met flight requirements for the month in which the incapacity occurs, the three month period begins the first day of the month in which the incapacity occurs and entitlement to ACIP continues for the succeeding two months.

    c. Flight Requirements Prior To Month of Accident. The free period of entitlement does not relieve the officer from the performance of flights necessary to qualify for ACIP prior to the month in which the incapacity occurred.

d. Return To Duty Within "Free" Period. If the officer returns to flying duty within the three month period prescribed in 5-A-13.a. and b., the officer's "free" entitlement to ACIP automatically stops. The officer must meet minimum flight requirements beginning on the date the officer returns to flying duty.

e. Return to Duty After "Free" Period. If the officer returns to flying duty after the three month period has expired, the officer is entitled to ACIP for the second three month period provided minimum flight requirements are met. If the officer does not meet flight requirements during the second three month period, or if the officer returns to flying duty after the second three month period has expired, the officer is not entitled to ACIP until the officer meets flight requirements for a subsequent month. In this case, entitlement to ACIP is lost from the end of the initial "free" three month period to the time flight requirements are subsequently met.

f. Change of Station For Medical Treatment. When an officer, in receipt of ACIP under the terms of 5-A-13.a. and b., is ordered to a medical facility on PCS, TD, or TAD orders, the officer is entitled to ACIP for the period of incapacity, but not longer than three months, notwithstanding the change of station, provided continued flying status is not terminated.

g. Incapacity Due to Shock, Derangement, Or Exhaustion. An officer, entitled to monthly ACIP under 5-A-6, who becomes incapacitated for flying duty by reason of shock, derangement, or exhaustion of the nervous system, which can be attributed to an aviation accident or the performance of aerial flights, is deemed to have met the flight requirements for not more than three months following the date of the incapacity, as determined by appropriate medical authority. The three month period is determined under the provisions of 5-A-13.a. and b. Also refer to 5-A-9.a. and b.

h. Officer Hospitalized After "Free" Period. If an officer, entitled to monthly ACIP under 5-A-6, is not hospitalized until after the three month period has expired, the officer is not entitled to additional "free" entitlement time even though hospitalization is directly attributed to the aviation accident.

i. Flying Duty for Stated Period. If an officer, entitled to monthly ACIP under 5-A-6 has been placed on flying status for a definite period and is entitled to ACIP while incapacitated as a result of performance of flying duty, ACIP is not normally payable beyond the ending date of the duty period stated in the orders. However, when evidence is furnished that the officer would have continued in flying status had it not been for the incapacity, ACIP may be paid beyond the ending date of the duty.

j. Officers Not Required To Meet Flight Requirements. An officer entitled to continuous ACIP is entitled to the maximum of five months of ACIP that could accrue under sections 5-A-13.a., b., f., and g.

14. Incapacity Not the Result of Performance of Flying Duty. The right of an officer, entitled to monthly ACIP under 5-A-6 to ACIP during incapacity which is not the result of performing hazardous duty depends on fulfillment of flight requirements under 5-A-10.

15. Entitlement When Officers Required to Meet Flight Requirements Are Incapacitated for Flying (Excess Flight Hours). Officers entitled to monthly ACIP under 5-A-6 who become incapacitated, are entitled to ACIP during a period of incapacity under the following principles:

a. Entitlement exists up to five months following the month of incapacity (this is the maximum period for which flights can be applied prospectively under section 5-A-10). It includes the three month period provided in section 5-A-13 when the incapacity is a result of performing flying duty.

Example 1: Officer is physically incapacitated for flying 10 January, not as the result of the performance of flying duty. Assuming the officer was administratively grounded for three months, effective 1 February, the officer remained physically incapacitated for flying through April, and was suspended from flying status 1 May. The officer is entitled to ACIP each month through April. The officer is physically requalified for flying duty and the suspension removed 1 July. Pay for the months of May and June after the suspension is removed (or terminated).

Example 2: Officer is physically incapacitated for flying 10 January, as a result of performance of flying duty to which ordered. The officer is entitled to ACIP each month while grounded February through June. This is the five months provided in 5-A-10.d.(3). It also includes the three months provided in section 5-A-13 (February through April). The three month period provided by 5-A-10.a. starts 1 July. Officer is suspended from flying status 1 August. The suspension is not removed. Entitlement to ACIP ceases 30 June.

b. Entitlement may also exist for an additional three months provided the officer is again physically qualified for flying duty before the end of the eighth month of incapacity. This applies to either of the three month periods provided in sections 5-A-10.a. and 5-A-13.

Example: Officer is physically incapacitated for flying 10 January due to the performance of a hazardous duty. The officer is entitled to ACIP each month through June (the five months authorized in 5-A-10.d.(3), also including the three months authorized in section 5-A-12, February through April). Officer is suspended from flying status 1 August. The officer is physically requalified for flying duty and the suspension is removed (or terminated) 20 September. Officer then becomes entitled to ACIP for July, August, and September (the three month period authorized in this section), provided flying time is meet.

c. Payment stops in any case upon suspension from flying status. Payment is made for the period of suspension if the officer becomes physically qualified for flying and the suspension is remove or terminated within the period provided in 5-A-15.b. Also, restore ACIP after the suspension is removed or terminated, for that part of a suspension period to which excess hours provided in 5-A-10.d.(3) could be applied (fourth and fifth months, 5-A-15.a. Example 1 on page 5-8) for those officers who have to meet flight requirements.

Example: Officer is physically incapacitated for flying 10 January, not as a result of the performance of a hazardous duty to which ordered. The officer was administratively grounded for three months effective 1 February and was suspended 1 May. The officer is entitled to ACIP each month through April. The officer is physically requalified for flying duty and suspension is remove or terminated 20 December. Officer may then be paid for months of May and June and ACIP would be started again on 20 December, the date the suspension was removed or terminated.

16. Right to Flying Pay Under Certain Conditions. Figure 5-5 contains examples of entitlements to flying pay or ACIP under certain conditions.

17. Determinations Affecting Entitlement to Aviation Career Incentive Pay (ACIP).

a. ACIP from Date of Reporting For Duty. An officer entitled to monthly ACIP under 5-A-6 is entitled to ACIP on and after the date of reporting an entry upon duty under competent orders, subject to meting flight requirements. An officer in a nonduty status (such as leave, sick, etc.) at the time flying status orders are issued is not entitled to ACIP for any period prior to reporting for duty under such orders.

b. Excess Flight Time. When authorized under section 5-A-10, flight time in excess of the time required or sufficient to qualify for a particular month may be applied against a later month in which minimum requirements are not met.

c. Missing, Missing-in-Action, Etc. An officer entitled to monthly ACIP under 5-A-6, is entitled to ACIP when carried in a missing status and for one period of required hospitalization and rehabilitation, not to exceed one year after termination of missing status (section 5-A-20). Officers continued in a flying status are entitled to ACIP after termination of the period authorized under section 5-A-20 only if they meet flight requirements in 5-A-10.a. A new three month grace period does not start when the period authorized under section 5-A-20 ends; it starts with the month grace period does not start when the period authorized under section 5-A-20 ends; it starts with the month of deficiency, even though the officer was in a missing status at that time. Hence, if the missing status goes beyond the three month grace period, the officer must meet one month's flight requirements to become entitled to ACIP after the period authorized under section 5-A-20 ends. If the officer does not meet flight requirements after the period authorized under section 5-A-20 the officer is entitled to prorata ACIP through the date of such authorized period.

d. Death.

(1) Death Due to Aviation Accident. If death of officer entitled to monthly ACIP under 5-A-6 occurs on the date of the aviation accident, ACIP accrues to include the date of death. However, if death occurs after the three month period has expired, ACIP is not authorized for any day after the expiration of such period. ACIP for the month or period before the month in which the accident occurred is not authorized unless flight requirements were met for that period.

(2) Death Due to Other Causes. If death of officer entitled to monthly ACIP under 5-A-6 occurs from causes other than an aviation accident, ACIP is payable to and including the date of death if the officer has met prorata flight requirements for the month of death and was in a flying status.

18. Suspensions From Flying Status-Affect on ACIP.

a. ACIP for Period of Suspension. Except under 5-A-18.b. and c., an officer entitled to monthly ACIP under 5-A-6 or to continuous ACIP under 5-A-3 through 5-A-5 is not entitled to ACIP for a period of suspension from flying status. An officer is considered as suspended on the effective date of the suspension. An officer is considered as in a flying status on the day the suspension is removed or terminated. Payment for a period of suspension cannot be made in any case until the suspension has been removed or terminated.

b. Suspension for Other Than Physical Incapacity.

(1) Officer Required to Perform Minimum Flight Requirements. Officer entitled to monthly ACIP under 5-A-6 is entitled to ACIP for a period of suspension from flying status, provided the suspension is removed and the officer meets flight requirements as prescribed in section 5-A-10. If an officer has excess flight hours performed before suspension, the grace period in section 5-A-10 would begin the first month of the period of suspension not covered by excess flight hours.

Example: Officer suspended from flying status 1 February. The officer had 16 hours excess flying time 31 January. ACIP is stopped 31 January. Suspension is removed (or terminated) 30 June. The officer flew 12 hours 1-31 July. After removal of suspension, pay ACIP for 1 February through May on basis of the 16 excess hours accumulated in the five months before 1 February. Grace period authorized by 5-A-10 started 1 June. Hours flown in July qualified officer for ACIP for June and July.

(2) Officer Not Required to Perform Minimum Flight Requirements. An officer entitled to continuous ACIP under 5-A-3 through 5-A-5 is entitled to the maximum entitlement that could exist under (1) above for officers required to meet flight requirements. If the suspension is removed before the end of the eighth month after the month of suspension the officer is entitled to ACIP for the entire period of suspension. If the suspension is removed after the end of the eighth month, the officer is entitled to ACIP for only the first five months of the suspension and ACIP begins again on the date suspension is removed or terminated.

(3) Entitlement to ACIP for a Period of Suspension Changed to Disqualified. ACIP (continuous or monthly) to which an officer would otherwise be entitled is stopped during a period of suspension starting with the effective date of suspension. If the suspended status is resolved so that the officer is disqualified for aviation service (flight status terminated), no entitlement to ACIP exists for the period of disqualification. (The effective date for disqualification must be the same as the effective date for suspension.)

c. Suspension for Physical Incapacity.

(1) Officer Subject to Minimum Flight Requirements. Officers entitled to monthly ACIP under 5-A-6 are entitled to ACIP during a period of grounding due to physical incapacity, if flight requirements of 5-A-10.a. are met. They are also entitled during a period of suspension, if the suspension is removed or terminated and flight requirements prescribed in 5-A-9.a. are actually met. (There are no flight requirements during the first three months of a period of incapacity incurred as the result of performance of an assigned hazardous duty. Refer to Section 5-A-13.)

(2) Officers Not Subject to Minimum Flight Requirements. Officers entitled to continuous ACIP under 5-A-3 through 5-A-5 are entitled to ACIP during a period of grounding due to physical incapacity, without regard to the flight requirements prescribed in section 5-A-10, and for the entire period of suspension, if the suspension is removed or terminated before the end of the eighth month following the month of incapacity. If the suspension is removed or terminated after the end of the eighth month following the month the officer was incapacitated, the officer is entitled to ACIP for only the first five months of the suspension and ACIP begins again on the date the suspension is removed or terminated.

d. Suspension Removed or Terminated. If a suspension is removed or terminated after the officer can no longer qualify for ACIP under 5-A-18.b. or c., the officer loses ACIP for any period that is not covered by sections 5-A-10 or 5-A-15. ACIP accrues after the suspension is removed or terminated as follows:

(1) For officers required to meet minimum flight requirements – from the date of reporting for flying duty after the suspension is removed or terminated, if flight requirements are met.

(2) For officers not required to meet minimum flight requirements–from the date the suspension is removed or terminated.

19. Entitlement to ACIP During Periods of Disqualifications.

a. Medically incapacitated officers entitled to continuous ACIP under 5-A-3 through 5-A-5, or monthly ACIP under 5-A-6, will be considered qualified for aviation service through the twelfth month following the month of incapacitation. However, the provisions of sections 5-A-10, 13, and 14 are still applicable in the case of officers entitled to monthly ACIP under 5-A-6.

b. Medically incapacitated officers will be disqualified for aviation service on the first day of the thirteenth month following the month of incapacitation. An officer entitled to continuous ACIP under 5-A-3 through 5-A-5 will be entitled to that pay for the period from date of incapacitation through the day prior to the date of disqualification. However, an officer entitled to monthly ACIP under 5-A-6 who is medically incapacitated will not be entitled to that pay for any month in which the officer does not meet the requirements of sections 5-A-10, 12, and/or 13, regardless of the fact that the officer has not, at that point in time, been disqualified for aviation service.

Example: An officer entitled to monthly ACIP under 5-A-6 was medically incapacitated in January (incapacitation not the result of performance of flying or other hazardous duty). The officer was not again medically qualified for aviation service until 1 March the subsequent year. The officer had sufficient excess flight hours to cover only the months of January and February. The officer was disqualified for aviation service on 1 January (first day of the thirteenth month following the month of incapacitation). The officer was not entitled to ACIP for the months of March, April, May, June, or July, August, September, October, November, and December, since the officer did not have sufficient excess flight hours to cover those months. Further, the officer was not entitled to ACIP for the months of January and February, since the officer was disqualified during that period. Entitlement to ACIP for the month of March was contingent on the officer meeting the flight requirements of section 5-A-10 for that month.

c. ACIP may not be authorized for any period during which an officer is disqualified for aviation service. Therefore, ACIP is forever lost during the period an officer is disqualified for aviation service. After a period of disqualification entitlement to ACIP will commence as follows:

(1) Officer entitled to continuous ACIP under 5-A-3 through 5-A-5, entitlement commences the date the officer is again medically qualified for aviation service.

Example: An officer requalified on 20 June is entitled to 11 days of ACIP for the month of June.

(2) Officer entitled to monthly ACIP under 5-A-6, entitlement commences on the date the officer is again medically qualified for aviation service, and is contingent on the officer meeting flight requirements of section 5-A-10.

Example: Officer is qualified on 16 June and flies two or more hours, the officer is entitled to 15 days of ACIP for the month of June, under section 5-A-10.b.

d. Suspension of flight status is not synonymous with disqualification for aviation service. Suspension of flight status is an administrative action which may be taken, under certain circumstances, to prevent an officer entitled to ACIP under 5-A-3 through 5-A-6, from receiving such pay. An officer entitled to ACIP may, under the provisions of section 5-A-18 receive such pay for all or part of the period of suspension, the officer will never be entitled to ACIP during a period of disqualification.

Example: An officer entitled to monthly ACIP under 5-A-6 was medically incapacitated in January (incapacitation not the result of performance of flying or other hazardous duty). The officer had sufficient excess flight hours to cover the months of January and February. The officer was suspended from flying on 1 March. The suspension was removed during May and the officer flew 12 hours during May. Assume that this same officer was not medically qualified for aviation service until 1 August vice May and that during August the officer flew 12 hours. The Officer was not entitled to ACIP for the months of March, April, May, or June (refer to section 5-A-12). On 1 July the officer was disqualified for aviation service (first day of the sixth month following the month of incapacitation) and consequently had no entitlement to ACIP during that month. The officer was again medically qualified for aviation service on 1 August and flew 12 hours. The officer was entitled to ACIP for August (eight of the 12 hours flown in August were excess flight hours).

e. Once an officer entitled to monthly ACIP under 5-A-6 is disqualified for aviation service, ACIP is not recoverable. ACIP is lost during a period prior to that disqualification.

Example: An officer entitled to monthly ACIP under 5-A-6 was medically incapacitated during January (incapacitation not the result of performance of flying or other hazardous duty). The officer had sufficient excess flight hours to cover the months of January, February, March, April, and May. The officer was disqualified for aviation service on 1 January (first day of the thirteenth month following the month of incapacitation). The officer was again medically qualified for aviation service on 1 March and flew 12 hours. The officer was not entitled to ACIP for the months of June-February since the officer was disqualified in January. The officer was entitled to ACIP for March (8 of the 12 hours flown in March were excess flight hours).

20. Missing Status.

a. An officer entitled to pay and allowances (including ACIP) who enters a missing status shall be entitled to ACIP during the period of absence and for a period not to exceed one year, required for hospitalization and rehabilitation after termination of missing status.

b. The officer's entitlements to ACIP upon termination of the required period of hospitalization and rehabilitation or the one year period after date of return from missing status, whichever is earlier, will be contingent on a determination of continued eligibility under section 5-A-2 and the applicable flight requirement provisions.

B. Hazardous Duty Incentive Pay for Enlisted Members and Nonrated or Nondesignated Officers.

1. Authority. 37 U.S.C. 301 and Executive Order 11157, as amended, authorize payment of hazardous duty incentive pay to members who under orders by competent authority participate in regular and frequent aerial flights as crew or non-crew members and who otherwise meet the requirements of this section. Officers qualified for aviation service are not entitled to hazardous duty incentive pay but may be entitled to aviation career incentive pay under the provisions of sections 5-A. The Management and Administration of Aviation Incentive Pays, COMDTINST 7220.39 (series), prescribes detailed policies and procedures for the management and administration of hazardous duty incentive pay for Coast Guard members assigned duties involving aerial flight.

2. Rates Payable. Monthly rates for members eligible under this section are:

   a. Crew Members - Refer to figure 5-1.

   b. Non-crew Members (Officer and Enlisted) . .$150.00

3. Definitions. Special terms used in this section are defined as:

   a. Flight Pay. Incentive pay for flying duty payable to a member who has received flight orders and fulfills flight requirements as prescribed in this section.

   b. Flight Orders. Orders issued in accordance with the Personnel Manual, COMDTINST M1000.6 (series), that require a member to participate in regular and frequent aerial flights as a crew or non-crew member.

   c. Crew Member. The following are classified as crew members:

      (1) Aviation Pilots.

      (2) A member who is assigned an aviation coded billet, (orders for Chief Warrant Officers in AVI and ELC specialties will state DIFTECH), is air crew member qualified, and has received flight orders currently in effect.

   d. Non-crew Member. Any member not included in 5-B-3.c., who is detailed to duty involving flying.

   e. Technical Observer. An officer, other than aviators, ordered to duty involving flying because of special knowledge, experience, or skill, when these qualifications are required in flight to more effectively accomplish Coast Guard missions.

f. Aerial Flight. Flight in military and Government aircraft and also flight in nonmilitary aircraft when required by competent orders to operate in such aircraft. A flight begins when the aircraft first moves forward on its takeoff run (or, in the case of rotary wing aircraft, when it takes off from its point of support) and ends when the aircraft next comes to a complete stop with the engines off. The elapsed time between these instances is defined as aircraft flying time.

g. Aviation Accident. Any mishap in which a member who is required to participate frequently and regularly in aerial flights is injured or otherwise incapacitated as the result, as attested by the appropriate medical authority of the Uniformed Service concerned, of participation in any duly authorized aerial flight or other aircraft operation. Such term also means an incapacity incurred as the result, as certified by appropriate medical authority, of performance of flying duty, even though such incapacity is not the result of the actual aviation accident.

h. Excess Flying Hours. Hours flown which are not used to meet flight requirements for the current month, or current and prior months if a grace period is involved. They are, therefore, available for use in the next 5 months to make up flight deficiencies. Excess flying hours accumulated under temporary flight orders may be available for use only during the specific period of such orders (not to exceed 5 months).

4. Flight Orders. The basic types of flight orders used in the Coast Guard are permanent and temporary.

a. Permanent Flight Orders. These orders are issued by Commandant, or by such other officer as the Commandant may designate, to crew members. The orders are permanent in nature and continue in effect until terminated or suspended. They are not affected by transfer between stations, nor, in the case of enlisted pilots, by discharge and immediate reenlistment. Particular attention must be paid to rules 10 and 11 of figure 5-5.

b. Temporary Flight Orders. The rules governing the issuance of this type of orders are contained in the Personnel Manual, COMDTINST M1000.6 (series). These orders are temporary in nature and cover a specific period of time. They generally will be terminated when the member is permanently transferred between duty stations. They may be terminated sooner upon completion of a specific assignment, request of the member, or by the commanding officer. Particular attention must be paid to figure 5-5, rules 10 and 11.

5. Flight Requirements. A member in receipt of flight orders must perform the minimum aerial flights in section 5-B-5.a. in order to be entitled to hazardous duty incentive pay.

a. Minimum Flying Time Each Month.

(1) During 1 calendar month - 4 hours of aerial flight. However, if a member does not fly 4 hours in any month, hours flown during the last 5 preceding months which have not already been used to qualify for flight pay may be applied to meet this 4 hour requirement.

(2) During 2 consecutive calendar months when the requirements of section 5-B-5.a. have not been met - 8 hours of aerial flight.

(3) During 3 consecutive calendar months when the requirements of section 5-B-5.b. have not been met - 12 hours of aerial flight.

Note: In addition, the aerial flight hours not used to qualify for aviation incentive pay for the month in which flown may be used in the next 5 months to make up flight deficiencies.

b. Fractions of a Calendar Month. For fractions of a calendar month, figure the percentage that the period in question is of the calendar month. The flying time required is that same percentage of the aerial flight time required for a full calendar month. Refer to figure 5-2.

c. Fractions of 2 Consecutive Calendar Months. For fractions of 2 consecutive calendar months, consider the period in question as a unit. Figure what percentage the period in question is of the calendar month. The flying time required is the same percentage of the aerial flight time required for a full calendar month. Refer to figure 5-2.

d. Application of Hours Flown. Hours flown in any month apply to the extent of hours available:

(1) First, to meet flight requirements for that month.

(2) Next, if the member has entered a grace period for meeting flight requirements, to the prior month or months, as applicable.

(3) Next, in order, to the first, second, third, fourth, and fifth succeeding months, but only to the extent that the member fails, during each such month, to fly the required hours (such hours available to meet requirements of later months are referred to as excess flight time). Refer to figures 5-3 and 5-4.

6. Determination of a 3 Calendar-Month Period (Grace Period).

a. When 3 Month Period Starts and Ends. The 3 calendar month period in which flight requirements must be met begins with the first month in which flight requirements are not met. If the member flies enough time in the second month to cover the first and second months, the period ends with the second month. If not, the period extends through the third month.

b. Deficiencies for Fraction of a Month. If a member fails to qualify for a fraction of a month (because flying status or active duty began on an intermediate day of the month), the 3 month period ends on the last day of the second full month following the fractional month.

c. When Next 3 Month "Grace Period" Starts. A new 3 month period starts with the first month in which flight requirements are not met following a month in which flight requirements were met. For a new 3 month period to begin immediately after a prior 3 month period, flight requirements must have been met for the entire prior 3 month period, not merely for the last month. If the requirements for the entire prior 3 month period were not met, a new period does not begin until flight requirements are met for at least 1 month after the prior. 3 month period. After such a month when flight requirements are met, a month in which flight requirements are not met begins a new 3 month period. A new period may not start with the second or third month in which flight requirements are not met; nor may a new period start with the fourth month in which flight requirements are not met. There must be at least 1 month in which requirements are met before a new 3 month period begins. Figures 5-3 and 5-4 show how the above rules apply.

7. Entitlement to Pay When No Flights Performed in First Month of 3 Month Period. Assume for the purposes of 5-B-7.a., b., and c. that the member had no excess flight time from prior months.

a. Second Month. If a member performs insufficient aerial flights during the first month of a 3 month period and in the second month performs at least 4 hours but less than 8 hours, the member is entitled to pay for the second month only.

Example: In January no aerial flights were performed; in February 5 hours of aerial flights were performed. Incentive pay is payable for February.

b. Third Month. If a member performs no aerial flights during the first 2 months of a 3 month period, the member must perform 12 hours of aerial flight in the third month to be entitled to incentive pay for all 3 consecutive months.

Example: If flight requirements are met for January and a member performs no aerial flights during the months of February and March, the member must perform at least 12 hours in April to be entitled to receive the incentive pay for the period 1 February to 30 April. If the member performs 4 or more hours, but less than 12 hours in April, the member is entitled to incentive pay for April only.

c. First and Third Months. If a member performs no aerial flights during the first month and in the second month performs only sufficient flights to qualify for the second month, the member must perform enough hours of flights to make a total of 12 hours during the third month of the 3 month period.

Example: In January no aerial flights are performed; in February 5 hours of aerial flights are performed. The deficiency in January must be made up in March; that is, if a least 7 hours are accomplished in March, flying for January and March is payable. If only 6 hours are flown in March, flying pay is payable for March only (payment for February having previously been made) and incentive pay for January is lost.

8. Injury or Incapacity as a Result of Performance of Hazardous Duty. When a member under flight orders currently in effect who is required to perform minimum flight requirements is injured or otherwise incapacitated as a result of performance of flying or other hazardous duty to which ordered, the member is considered to have met flight requirements during the incapacity, but for not longer than 3 months. Appropriate medical authority determines the cause of the incapacity and the date of recovery.

   a. Flight Requirements Previously Met. If the member has met flight requirements for the month in which the incapacity occurs, the 3 month period begins the first day of the following month and entitlement to aviation pay continues for the succeeding 3 months.

   b. Flight Requirements Not Previously Met. If member has not met flight requirements for the month in which the incapacity occurs, the 3 month period begins the first day of the month in which the incapacity occurs and entitlement to aviation pay continues for the succeeding 2 months.

   c. Flight Requirements Prior to Month of Accident. The free period of entitlement does not relieve the member from the performance of flights necessary to qualify for aviation pay prior to the month in which the incapacity occurred.

   d. Return to Duty Within "Free" Period. When a member returns to flying duty within the 3 month period prescribed in sections 5-B-8.a. and b., the "free" entitlement to aviation pay automatically stops. The member must meet minimum flight requirements beginning on the date of return to flying duty.

   e. Return to Duty After "Free" Period. When a member returns to flying duty after the 3 month period has expired, the member is entitled to aviation pay for the second 3 month period provided minimum flight requirements are met. If the member does not meet flight requirements during the second 3 month period, or if the member returns to flying duty after the second 3 month period has expired, there is no entitlement to aviation pay until flight requirements for the subsequent month are met. In this case, entitlement to aviation pay is lost from the end of the initial "free" 3 month period to the time flight requirements are subsequently met.

   f. Change of Station for Medical Treatment. When a member in receipt of flying pay under the terms of 5-B-8.a. is ordered to a medical facility on PCS, TD, or TAD orders, the member is entitled to flying pay for the period of incapacity, but not longer than 3 months, notwithstanding the change of station, provided the flight orders remain in effect.

   g. Incapacity Due to Shock, Derangement, or Exhaustion. A member who becomes incapacitated for flying duty by reason of shock, derangement, or exhaustion of the nervous system, which can be attributed to an aviation accident or the performance of aerial flights, is deemed to have met the flight requirements for not more than 3 months following the date of the incapacity, as determined by appropriate medical authority. The 3 month period is determined under sections 5-B-8.a. and b. Also refer to section 5-B-3.g.

h. Member Hospitalized After "Free" Period. If a member is not hospitalized until after the 3 month period has expired, the member is not entitled to additional "free" entitlement time even though hospitalization is directly attributed to the aviation accident.

i. Hazardous Duty for Stated Period. If a member is placed under flight orders for a definite period and entitled to flying pay while incapacitated as a result of performance of flying duty, flying pay is not normally payable beyond the ending date of the duty period stated in the orders. However, when evidence is furnished that the member's flight orders would have been continued had it not been for the incapacity, flying pay may be paid beyond the ending date of the duty.

9. Incapacity not the Result of Performance of Hazardous Duty. The right of a member under flight orders currently in effect to flying pay during incapacity which is not the result of performing hazardous duty depends on fulfillment of flight requirements under section 5-B-5.

10. Right to Flying Pay Under Certain Conditions. Figure 5-5 contains examples of members entitlement to flying pay or Aviation Career Incentive Pay under certain conditions.

11. Determinations Affecting Entitlement to Flying Pay.

a. Flying Pay from Date of Reporting for Duty. A member is entitled to flying pay on and after the date of reporting for and entering upon duty under competent orders, subject to meeting flight requirements. A member in a non-duty status (such as leave, sick, etc.), at the time flight orders are issued, is not entitled to flying pay for any period before reporting for and entering on duty under such orders.

b. Excess Flight Time. When authorized under section 5-B-5, flight time in excess of the time required or insufficient to qualify for a particular month may be applied against a later month in which minimum requirements are not met provided that the orders under which flying time was logged remain in effect.

c. Change of Designation – Non-crew Member to Crew Member or Vice Versa. A member whose status changes from non-crew member to crewmember, or vice versa within a month/unit period may not combine time flown in both categories for pay purposes. The member is entitled to flying pay as a non-crew member for the period of time the member held that status if the member met the pro rata requirements as a non-crew member. The member is entitled to flying pay as a crew member for the period of time the member held that status if the member met the pro rata requirements as a crew member.

d. Change From One Crew Member Status to Another Crew Member Status. Flights as one type of crewmember may be combined with flights as another type of crewmember if the member remains on continuous active duty and continuous flight orders. Total requirements may be met in either crew member status or a portion may be met in each status.

e. Missing. Missing-In-Action, etc. A member is entitled to flying pay when carried in a missing status and for the period of required hospitalization and rehabilitation, not to exceed 1 year after termination of missing status (refer to section 5-H-12). Members continued under flight orders are entitled to flying pay after termination of the period authorized under section 5-B-15, only if they meet flight requirements in section 5-B-5.a. A new three month grace period does not start when the period authorized under section 5-B-5.a. ends; it starts with the month of deficiency, even though the member was in a missing status at that time. Hence, if the missing status goes beyond the three month grace period, the member must meet one month's flight requirements to become entitled to flight pay after the period authorized under section 5-B-15 ends. If the member does not meet flight requirements after the period authorized in section 5-B-15 the member is entitled to pro rata flying pay thought the date of such authorized period.

f. Death.

(1) Death Due to Aviation Accident. If death occurs on the date of the aviation accident, flying pay accrues to include the date of death. However, if death occurs after the three month period has expired, flying pay is not authorized for any day after the expiration of such period. Flying pay for the month or period before the month in which the accident occurred is not authorized unless flight requirements were met for that period.

(2) Death Due to Other Causes. If death occurs from causes other than an aviation accident, flying pay is payable to and including the date of death if the member has met pro rata flight requirements for the month of death and was under flight orders.

12. Effect of Suspensions of Flight Orders on Flying Pay.

a. Flying Pay for Period of Suspension. Except under sections 5-B-12.b. and c., a member is not entitled to flying pay when flight orders have been suspended. A member is considered as suspended on the effective date of suspension. The member is considered under flight orders on the day the suspension is removed or terminated. Payment for a period of suspension cannot be made in any case until the suspension has been removed or terminated.

b. Suspension for Other Than Physical Incapacity for Members Required to Perform Minimum Flight Requirements. Such members are entitled to flying pay for a period of suspension when under flight orders, provided the suspension is removed or terminated and they meet flight requirements as prescribed in section 5-B-5. If such members have excess flights performed before suspension, the grace period in section 5-B-5 would begin the first month of the period of suspension not covered by excess flights.

Example: Member's flight orders suspended 1 February. Member had 16 hours excess flying time 31 January. Flying pay is stopped 31 January. Suspension is removed/terminated 30 June. Member flew 12 hours 1-31 July. After removal of suspension, pay flying pay for 1 February through May on basis of the 16 excess hours accumulated in the five months before 1 February. Grace period authorized by section 5-B-5 started 1 June. Hours flown in July qualified member for flying pay for June and July. After removal of suspension, 1 February through May on basis of the 16 excess hours accumulated in the five months before 1 February. Grace period authorized by section 5-B-5 started 1 June. Hours flown qualified member for flying pay for June and July.

c. Suspension for Physical; Incapacity of Members Subject to Minimum Flight Requirements. Members are entitled to flying pay during a period of grounding due to physical incapacity, if flight requirements of section 5-B-5 are met. They are also entitled during a period of suspension, if the suspension is removed or terminated and flight requirements are actually met. (There are no flight requirements during the first 3 months of a period of incapacity incurred as the result of performance of an assigned hazardous duty section 5-B-8.).

d. Suspension Removed or Terminated. If a suspension is removed or terminated after the member can no longer qualify for flying pay under 5-B-12.b. or c., the member loses pay for any period that is not covered by section 5-B-5. Flying pay accrues after the suspension is removed or terminated for members required to meet minimum flight requirements from the date of reporting for flying duty after the suspension is removed or terminated, if flight requirements are met.

13. Payment of Flying Pay and Incentive Pay for Other Hazardous Duty. Members who qualify for flying pay and incentive pay for one or more other types of hazardous duty may receive the flying pay and incentive pay for only one other hazardous duty for the same period. Dual incentive pay is limited to those members required by orders to perform specific multiple hazardous duty necessary for successful accomplishment of the mission of the unit to which assigned.

a. Entitlement. The hazardous duties for which dual incentive pay is made must be interdependent and performed by the member either simultaneously or in rapid succession while carrying out the duties required to accomplish the mission of the unit involved. Members must meet minimum requirements for each of the hazardous duty pay as required for entitlement to a single hazardous dirty pay, except when injury or incapacity due to performance of hazardous duty is involved.

b. Types of Duties that Do Not Qualify Members for Dual Payment of Incentive Pay. The following are examples of Types of duties not performed interdependently and for which dual incentive payments are not authorized:

(1) Flying and parachute duties performed by forward air controllers.

(2) Flight surgeons on paramedic teams.

(3) Flying and parachute duties performed by pararescue team members.

(4) Members who perform duty in a pressure chamber who are also required to meet minimum flight requirements.

c. Injury or incapacity as a Result of Performance of Hazardous Duty-Dual Duties. If a member required to perform more than one hazardous duty is injured or otherwise incapacitated as a result of any one of the duties, the member is entitled to dual incentive pay during the incapacity, but for no longer than 3 months. If the member was not entitled to dual incentive pay at the time of the incapacity, the member is entitled to the type of pay being received at the time of the incapacity. The beginning date of the 3 month period must be determined separately for each type of incentive pay.

14. Missing Status. A member receiving flying pay who enters a missing status is entitled to flying pay during the period of absence and for the period, not to exceed 1 year, required for hospitalization and rehabilitation after termination of missing status.

a. Entitlement. The member's entitlement to flying pay upon termination of the required period of hospitalization and rehabilitation or the 1 year period after the date of return from missing status, whichever is earlier, will be contingent on a determination of continued eligibility under section 5-B-l and the applicable flight requirements of this chapter.

MONTHLY AVIATION CAREEER INCENTIVE PAY RATES
EFFECTIVE 17 OCTOBER 1998 FOR ALL OFFICERS

YEARS OF AVIATION SERVICE (INCLUDING FLIGHT TRAINING) AS AN OFFICER	
2 or less	$125
Over 2	$156
Over 3	$188
Over 4	$206
Over 6	$650
Over 14	$840
Over 22	$585
Over 23	$495
Over 24	$385
Over 25	$250

Notes:

1. A rated officer in pay grade 0-7 may not be paid incentive pay at a rate greater than $200 per month.

2. A rated officer in pay grade O-8 or above may not be paid incentive pay at a rate greater than $206 per month.

3. A rated officer in pay grade O-6 may not be paid incentive pay after completion of 25 years of aviation service.

CREW MEMBER FLYING INCENTIVE PAY RATES EFFECTIVE 1 OCT 1998

Pay Grade	Monthly Amount	Pay Grade	Monthly Amount	Pay Grade	Monthly Amount
0-10	150.00	W-4	250.00	E-9	240.00
0-9	150.00	W-3	175.00	E-8	240.00
0-8	150.00	W-2	150.00	E-7	240.00
0-7	150.00	W-1	150.00	E-6	215.00
0-6	250.00			E-5	190.00
0-5	250.00			E-4	165.00
0-4	225.00			E-3	150.00
0-3	175.00			E-2	150.00
0-2	150.00			E-1	150.00
0-1	150.00				

FIGURE 5-1

TIME OF AERIAL FLIGHT REQUIRED FOR FRACTIONAL PART OF MONTH

Hours of Aerial Flight		
Days	Active Duty	Inactive Duty
1	.2	.1
2	.3	.2
3	.4	.2
4	.6	.3
5	.7	.4
6	.8	.4
7	1.0	.5
8	1.1	.6
9	1.2	.6
10	1.4	.7
11	1.5	.8
12	1.6	.8
13	1.8	.9
14	1.9	1.0
15	2.0	1.0
16	2.2	1.1
17	2.3	1.2
18	2.4	1.2
19	2.6	1.3
20	2.7	1.4
21	2.8	1.4
22	3.0	1.5
23	3.1	1.6
24	3.2	1.6
25	3.4	1.7
26	3.5	1.8
27	3.6	1.8
28	3.8	1.9
29	3.9	2.0
30	4.0	2.0
31	4.0	2.0

FIGURE 5-2

FLIGHT EXAMPLES INVOLVING BASIC 3-MONTH GRACE PERIODS

Month	Example 1		Example 2		Example 3		Example 4		Example 5		Example 6		Example 7	
	Hrs	Entitled	Hrs	Entitled	Hrs	Entitled	Hrs	Entitled	Hrs	Entitled	Hrs	Entitled	Hrs	End
Jan (notes)	4	Yes (1)	4	Yes (1)	4	Yes (1)	4	Yes (1)	4	Yes (1-7	2	Yes (7-9)	0	Yes (5)
Feb (notes)	0	No (2)	0	No (2)	0	Yes (2-5)	0	Yes (2-6)	0	Yes (9)	0	Yes (9)	0	Yes (5)
Mar (notes)	4	Yes (1)	0	No	0	Yes (5)	8	Yes (1)	0	Yes (9)	0	Yes (9)	12	Yes (1)
Apr (notes)	0	No (3)	4	Yes (1)	12	Yes (1)	0	Yes (2-5)	0	Yes (9)	0	No (2)	4	Yes (1)
May (notes)	0	No (4)	0	No (4)	0	Yes (2-5)	0	Yes (5)	0	Yes (2-5)	0	No (8)	0	No (2-8)
Jun (notes)	4	Yes (1)	0	No	0	Yes (5)	12	Yes	0	Yes (5)	7	Yes (1-10-11)	0	No (2-8)
Jul (notes)	4	Yes (1)	4	Yes	12	Yes (1)			12	Yes (1)			11	Yes (1-11)
Aug (notes)	0	No (2-8)	0	No (2-8)	0	No (2-8)							5	Yes (1-11)

Notes:

1. Entitled to incentive pay based on that month's flights.

2. Begins a 3-month period.

3. New 3-month period does not begin, since this is the last month of first 3-month period.

4. New 3-month period does not begin, since flight requirement were not met for previous entire period.

5. Entitled to incentive pay based on 3-month period.

6. Entitled to incentive pay based on 2-month period

7. Injured in aircraft accident.

8. Not entitled to incentive pay, unless sufficient flights performed in following 1 or 2 month period.

9. Free entitlement period.

10. Two unused hours from January lost.

11. With excess hours available for application in 5 succeeding months as required.

FIGURE 5-3

FLIGHT EXAMPLES INVOLVING 3-MONTH PERIODS AND EXCESS TIME

Month	Hours Flown	Entitlement	Based on Hours Flown During	Excess and Unused Hours		Pertinent Factors
				That month	Accumulated	
16-31 Jan	3.3	Yes	Jan	1.3	1.3	Placed on flying status 16 Jan
Feb	0	Yes	Jan 1.3; Mar 2.7	0	0	
Mar	6.7	Yes	Mar	0	0	
Apr	9	Yes	Apr	5	5	
May	5.5	Yes	May	1.5	6.5	
Jun	0	Yes	Apr	0	2.5	
Jul	1.5	Yes	Jul 1.5; Apr 1; May 1.5	0	0	
Aug	2	No	(note 1)	2	2	
Sep	4	Yes	Sep	0	2	
Oct	5	Yes	Oct	1	3	
Nov	0	No	(note 2)	0	3	
Dec	3	Yes	Dec 3; Aug 1	0	2	
Jan	10	Yes	Jan	6	8	
Feb	0	Yes	Jan 3; Oct 1	0	3 (1 Aug Lost)	
Mar	0	Yes	Jan 3; May 1	0	0	
Apr	0	Yes	May 4	0	0	
May	10	Yes	May	1	1	
Jun	0	Yes	Aug 3; May 1	0	0	
Jul	0	Yes	Aug 4	0	0	
Aug	17	Yes	Aug	6	6	
Sep	0	Yes	Aug 4	0	2	
Oct	2	Yes	Oct 2; Aug 2	0	0	
Nov	12	Yes	Nov	8	8	Suspended 1 Dec
Dec	0	Yes	Nov 4 (note 3)	0	4	
Jan	0	Yes	Nov 4 (note 3)	0	0	
Feb	0	No	(note 4)	0	0	
Mar	0	No		0	0	
Apr	0	No		0	0	Suspension ended 1 May
May	4	Yes		0	0	
Jun	30	Yes	Jun	26	26	20 Jun Physically Incapacitated
Jul	0	Yes	Jun 4	0	22	
Aug	0	Yes	Jun 4	0	18	
Sep	0	Yes	Jun 4	0	14	Suspended 1 Oct
Oct	0	Yes	Jun 4	0	10 (note 3)	
Nov	0	Yes	Jun 4	0	6 (note 3)	
Dec	0	No		0	0	
Jan	0	No		0	0	
Feb	0	No		0	0	
Mar	0	No		0	0	
Apr	9	Yes	Apr	5	5	Suspension ended 1 Apr

Notes:

1. No excess hours available from previous 5 months and deficiency not made up within 2 following months.

2. Insufficient excess hours available from previous 5 months. New 3 month period does not begin since requirements were not met for entire 3 month period of August through October.

3. Payment made after the suspension ended.

4. The 3-month grace period expired before suspension ended.

FIGURE 5-4

RIGHT TO FLYING PAY OR ACIP UNDER CERTAIN CONDITIONS

RULE	A	B	C	D
	When a member under current flight orders	and	and	then flying pay
1	sick in the line of duty	flight orders remain in effect	member meets or has met flight requirements or flight requirements do not apply	continues for the period of illness.
2	on authorized leave in a pay status			continues for the period of leave. (note 1)
3	on TAD			continues for the TAD period.
4	in a travel status (including authorized delay en-route on change of station)			continues for the period of travel.
5	in arrest or confinement			continues for the period of arrest or confinement. (note 2)
6	a reservist released from active duty of more than 30 days	orders are not issued directing relief from all assigned duties	member has met flight requirements	continues for the period of allowable travel time to home. (note 3)
7	discharged and immediately reenlists at the same station without a break in service	flight orders are not specifically terminated		entitlement is determined as if there had been no discharge.
8		flight orders are specifically terminated		ceases on the date stated in the orders
9	incapacitated as a result of performance of flying duty			is payable.
10	an enlisted crewmember whose flight orders include a termination date	is involuntarily removed from flying duty (note 4)	was given less than 120 days advance notice of removal from flying duty (note 5)	continues either for 120 days after the date notified of such removal or until the original flight orders termination date, whichever occurs first, without regard to the flight requirements.
11	an enlisted crewmember whose flight orders do not include a termination date			continues for 120 days after the date on which notified of such removal without regard to the flight requirements.

Notes:

1. Do not count flights performed while on leave for pay purposes.

2. If flight orders are suspended at time of arrest or confinement, and the suspension is removed or terminated within the 3 month period, the member is entitled to flying pay if flight requirements are met.

3. Do not pay flying pay beyond the last day of the calendar month for which requirements are met.

4. A member is not considered to be involuntarily removed from flying duty upon separation, confinement, relief for cause, reduction in grade, medical unfitness, absence without leave or transfer to ground duty at own request.

5. Advance notice of removal from flying duty shall be issued by competent authority in writing. Advance notice may be provided verbally if a suitable memorandum for the record is made and is later followed by written notification.

FIGURE 5-5

C. Flight Deck Hazardous Duty Incentive Pay (FDHDIP).

1. Authority. 37 U.S.C. 301, as amended, authorizes payment of FDHDIP to members assigned to duty involving frequent and regular participation in flight operations on the flight deck of an aircraft carrier or a ship other than an aircraft carrier from which aircraft are launched.

2. Entitlement.

   a. Effective 1 January 1984, a member is entitled to FDHDIP when the member:

      (1) Is a member of the crew of a ship, assigned temporarily or permanently, from which aircraft are launched or an aviation unit operating from such ships. Eligible ships are: 378' WHEC's, 282' WMEC's, 270' WMEC's, 210' WMEC's, and WAGB's (except USCGC MACKINAW).

      (2) Is designated by the commanding officer (CO) for FDHDIP positions in writing by letter or on form CG-3307, Administrative Remarks. This authority may not be delegated.

      (3) Participated in a single evolution of launch, recovery or helicopter in-flight refueling on at least 4 separate days during a calendar month, or a total of 16 evolutions in a calendar month, even if achieved in less than 4 days.

   b. Effective 1 October 1990, a member is entitled to FDHDIP when member:

      (1) Is a member of the crew of a ship, assigned temporarily or permanently, from which aircraft are launched or an aviation unit operating from such ships and assigned to a hot refueling team. Eligible ships are: 378' WMEC's, 282' WMEC's, 270' WMEC's, 210' WMEC's, and WAGB's (except USCGC MACKINAW).

      (2) Is designated by the commanding officer (CO) for FDHDIP positions in writing by letter or on form CG-3307, Administrative Remarks. This authority may not be delegated.

      (3) Participated in a single evolution of hot refueling on at least 4 separate days during a calendar month, or a total of 8 evolutions in a calendar month, even if achieved in less than 4 days.

3. Number of billets Authorized.

   a. WHEC and WMEC: Two Landing Signal Officers and 10 crewmembers.

   b. WAGB: Two Landing Signal Officers and 10 crewmembers. The CO is authorized to increase the number of billets to three Landing Signal Officers and 15 crewmembers during periods of constant and intense flight operations (around the clock) that exceed 3 days, such as re-supply and mammal surveys.

   c. Hot refueling team, three members (two hose handlers and one rescue crewmember).

d. Individuals performing in a training capacity and in a FDHDIP position are participating in qualifying flight operations and the number of personnel eligible to receive FDHDIP remains limited as above.

4. Eligible Personnel. Eligible personnel are those assigned to the following flight deck positions and meeting these criteria:

a. Landing Signal Officer (LSO).

b. Landing Signal Officer (LSO) phone talker. LSO phone talker must meet the same qualifications as the LSO.

c. Tie-down crew.

d. Hot refueling team.

e. The above positions may be filled by qualified personnel, officer or enlisted, including personnel assigned to ships in a temporary duty (TD) or temporary additional duty (TAD) status.

5. Dual Payments. No member may receive FDHDIP and any other hazardous duty incentive pay for the same period. However, a member can receive FDHDIP while receiving ACIP since ACIP is considered an incentive pay vice hazardous duty incentive pay.

6. Rates Payable. FDHDIP is payable at the following monthly rate:

a. Officer & Enlisted - $150.00

b. FHDIP will be prorated for the days of the calendar month during which the orders are in effect, providing the full month participation requirements are met.

D. High-Pressure Chamber Hazardous Duty Incentive Pay (HDIP).

1. Authority. 37 U.S.C. 301, as amended, authorizes payment of HDIP to members who serve inside a high-pressure chamber as a qualified inside instructor-observer.

2. Entitlement. Effective 8 April 1994, officer and enlisted members are entitled to HDIP if the member:

a. Is a qualified Coast Guard Diver serving under DUID (duty involving diving) orders; and

b. Is physically inside the hyperbaric chamber with another person(s) during hyperbaric treatment or required pressure testing.

c. Is observing the other individual(s) for symptoms of diving injuries/illnesses and providing appropriate treatment.

3. Payments are made on a monthly basis and the member must requalify for this incentive payment each month it is to be received. Under the conditions listed above, at least one hyperbaric chamber dive during the calendar month is required to qualify for this incentive payment that month.

4. Dual Payments. A member entitled to this HDIP along with Diving Duty Pay is not authorized to draw an additional hazardous duty incentive pay for the same period.

5. Rates Payable. HDIP is payable at the following monthly rate.

   a. Officer and Enlisted - $150.00

   b. Members must qualify for HDIP on a monthly basis. The authorization must be applied for each month the diver is entitled to the pay.

E. Career Status Bonus (CSB)

1. Authority. Under the authority of title 37, U. S. Code, §322, the Coast Guard shall pay a $30,000 Career Status Bonus (CSB) to an eligible member who elects to receive the bonus and executes a written agreement to remain continuously on active duty to complete 20 years of active duty service. The CSB is given in exchange for:

   a. Five years obligated service.

   b. An agreement to retire under the Military Retirement Reform Act of 1986 (MRRA, also known as "REDUX") retired pay system (see Section 16-A-2-b. of this manual).

2. General. Subtitle D (sections 641 through 644), title VI, National Defense Authorization Act for Fiscal Year 2000 (Public Law 106-65, October 5, 1999) reformed the MRRA retirement system as it applies to members of a Uniformed Service with a Date of Initial Entry to Military/Uniformed Service (DIEMS) on or after August 1, 1986. Under this law, these members, who would have previously retired under the MRRA retired pay system will retire under the High-3 retired pay system (see Section 16-A-3 of this manual), unless they elect the option of receiving a $30,000 Career Status Bonus (CSB) when they reach 15 years active duty. The CSB is an active duty bonus and is not military retired pay. It is not subject to division under the Uniformed Services Former Spouses Protection Act. Members who elect the CSB are subject to a reduced retired pay multiplier and reduced cost of living adjustments (COLADJ), with a one-time catch-up at age 62. Payment of a CSB will also result in reduced annuities and premiums under the Survivor Benefit Plan (SBP).

3. Identification Of Eligible CSB Members. To be eligible to elect a CSB, a member must meet all four of the following conditions on their 15th year anniversary:

   a. Be on active duty.

   b. Complete 15 years of active duty service.

   c. Have a DIEMS of 1 August 1986 or later.

   d. Qualify under Coast Guard regulations or policy for retention to 20 years of active duty service.

4. Notification Of Members. HRSIC (MAS) will notify all members having a DIEMS of 1 August 1986 or later of their eligibility or ineligibility to elect a CSB. This notification, using form CG HRSIC-2426, will take place approximately six months prior to the member reaching fifteen years of active creditable service. Members will use the same CG HRSIC-2426 to elect $30,000 CSB and MRRA retired pay system, reject the CSB and keep the High-3 retired pay system, or acknowledge they are not eligible for the CSB.

5. Effective Date of Election. A CSB election is considered effective on the date the member has served on active duty for 15 years. The CG HRSIC-2426 must be completed and witnessed before the day the member reaches fifteen years active service (or no later than six months after issuance of the form CG HRSIC-2426) in order for the member to receive the CSB. If the member does not complete the form or has the form witnessed on or after their 15th year anniversary date, the member will not receive the CSB and will automatically fall under the High-3 retired pay system. However, if the notice of eligibility to elect a CSB is not provided six months prior to the member's fifteenth active duty anniversary date, the member will have until the date that is six months after the notice of eligibility is issued to submit a CSB election.

6. Changing Elections. A CSB election may be changed anytime before the effective date, but once it is effective, it may not be changed. Members must make their CSB election using CG HRSIC-2426, prior to the date they reach fifteen years of active service (or six months after issuance of the notification of eligibility, if that notice was issued after the member reached 14 ½ years of active duty service).

7. Payment Of Bonus To Members. HRSIC shall pay the CSB no earlier than the date the member completes 15 years active service and no later than the first day of the third month after completion of 15 years active service by the member. CSB will be paid as a one-time, lump-sum payment of $30,000, less applicable federal and state income taxes. The entire amount of the CSB is subject to 28 percent federal income tax withholding unless:

   a. The member qualifies for a combat zone tax exclusion on the date the member reaches 15 years active duty.

   b. The member elects to contribute a portion of the CSB to the tax-deferred Thrift Savings Plan (TSP). The portion of the CSB not contributed to TSP will be subject to 28 percent federal tax withholding.

   c. The member is a legal resident of Puerto Rico and is stationed outside the United States.

8. Repayment Of Bonus. Members who elect a CSB must agree to remain on continuous active duty until the completion of 20 years of active duty. If a member fails to complete 20 years of active duty, the member must repay an amount that bears the same ratio to the amount of the bonus payment as the uncompleted part of that period of active-duty service bears to the total period of such service. Repayment may be waived in whole or in part if Commandant (G-WPM) determines that recovery would be against equity and good conscience or contrary to the best interests of the United States, subject to the following guidelines:

a. Repayment may not be waived if the member's separation is due to misconduct.

b. Repayment shall be waived if the member:

(1) Dies;

(2) Is separated or retired due to a physical disability which qualifies the member for Disability Severance Pay or Disability Retired Pay from the Coast Guard;

(3) Is separated under an early retirement/separation program.

c. Repayment may be waived if the service determines that recovery would be against equity and good conscience or contrary to the best interest of the United States.

CHAPTER 6

DEDUCTIONS

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CHAPTER 6. DEDUCTIONS

A. Servicemember's Group Life Insurance (SGLI) - Active Duty Coverage.

1. Authority. Public Law 89-214, as amended by Public Law 91-291; and Public Law 92-315; Public Law 93-289; Public Law 97-66 (38 U.S.C. 765-779); Public Law 99-166; Public Law 102-25; Public Law 102-510; Public Law 104-106, and Public Law 106-419, provided for SGLI. Effective 1 April 2001, this program provides automatic full-time coverage in the maximum amount of $250,000 for SGLI for all Active and Reserve members serving on full-time active duty (AD) (including cadets of the Coast Guard Academy) and Reserve members performing Active Duty for Training (ADT) for more than 30 days. The 1974 amendment also extends full-time coverage to Selected Reservists and any other Ready Reserve members who are (a) assigned or attached to a unit or position that may require performing active duty or active duty for training and (b) will be scheduled to perform at least twelve periods of inactive duty for training annually. SGLI is administered by the Department of Veterans Affairs.

2. Elections. A member may decline coverage, or elect a reduced level of insurance, evenly divisible by $10,000. The election to decline coverage, or decrease insurance coverage, must be made on the Servicemember's Group Life Insurance Election and Certificate form (SGLV 8286). The effective date for the decreased SGLI coverage is the first day of the processing month in which the VA form, SGLV 8286, is received by the administrative office.

3. Rate of Premium Deduction. Effective 1 July 1998, the rate of monthly premium deduction for coverage is $.80 for every $10,000 of insurance coverage. The maximum monthly deduction is $20.00 for $250,000 of coverage and the minimum is $.80 for $10,000 of coverage. The 1974 amendment also extends full-time coverage to Selected Reservists and any other Ready Reserve members who are (a) assigned or attached to a unit or position that may require performing active duty or active duty for training and (b) will be scheduled to perform at least twelve periods of inactive duty for training annually. Deductions will not be prorated for fractional month coverage. Deduct the full month's premium for the month of entry or separation. Refer to figure 6-1 for rules covering starting and stopping SGLI deductions.

4. Refunds. No refund will be made for premium payments properly deducted prior to the effective date of an election not to be covered, or an election for a reduced amount of insurance. When a request for reinstatement or increase of SGLI coverage is rejected by OSGLI, premiums withheld will be credited to the member's pay account.

5. Forfeiture. Any person convicted of mutiny, treason, spying, or desertion, or who, because of conscientious objections, refuses to perform service in the Coast Guard, or refuses to wear the uniform of the Coast Guard, shall forfeit all rights to SGLI. This insurance is not payable for death inflicted as a lawful punishment of a crime or a military or naval offense, except when inflicted by an enemy of the United States.

6. SGLV Form Availability. The SGLV-8286 and SGLV-8285 form is available on-line at: HTTP://WWW.INSURANCE.VA.GOV. Original signatures must appear on all required forms. Do not use carbon paper for signatures. Photocopies of forms are permissible but all signatures must be original.

B. Tricare Dental Program (TDP).

1. Authority. Effective 1 February 2001 (deductions during January 2001), Public Law 106-65 revised 10 U.S.C. 1076a (active duty dental) and struck 10 U.S.C. 1076b (Selected Reserve Dental Insurance). Active duty and reserve dental are combined and managed by one contractor.

2. Eligibility.

   a. Family member(s) of active duty members with a minimum of one year obligation remaining, for members who enroll after 1 January 2001. Members enrolled prior to 1 January 2001 have a two year obligation.

   b. Family member(s) of reserve members on extended active duty with a minimum of one year obligation remaining, for members who enroll after 1 January 2001. Members enrolled prior to 1 January 2001 have a two year obligation.

   c. Members of the Selected Reserve (SELRES), Individual Ready Reserve (IRR), and/or their family members with a minimum of one year obligation remaining. Members of the SELRES or IRR do not need to be enrolled for their family member(s) to be enrolled.

   d. One-year survivor benefit applies to enrolled family members of deceased members. SELRES or IRR members do not have to be enrolled for their survivors to receive this benefit; the family members of SELRES or IRR members do have to be enrolled at the time of the member's death to receive the one-year survivor benefit.

   e. Eligible family members of incarcerated sponsors are eligible (since no payroll account, will be direct bill).

3. Premium Shares.

   a. Premium Sharing Plan. Dependents of active duty members, members of the SELRES, members enrolled in the IRR, and families of reservists who are on active duty for more than 30 days – enrollee pays 40% of premium and the government pays 60% of the monthly premium. Cost to the member is $7.63 per month for a single beneficiary and $19.08 per month for two or more beneficiaries.

   b. Full Premium Plan. Members of the IRR and dependents of SELRES or IRR members when the reservists is not on active duty for more than 30 days, are eligible for the full premium plan - Monthly premiums are the responsibility of the service member. The government does not share the premium payments. Cost to the member is $19.08 per month for a single beneficiary and $47.06 per month for two or more beneficiaries.

4. Enrollment.

   a. Members who were already enrolled in the Tricare Family Member Dental Plan (TFMDP) as of December 2000 are automatically enrolled in the Tricare Dental Plan (TDP).

   b. Enrollments must be initiated by the member through the dental contractor, United Concordia Companies, inc (UCCI). UCCI can be contacted at 1-888-622-2256 or at their web site: www.ucci.com. Enrollments/disenrollments cannot be performed at the servicing PERSRU.

   c. All family members age four and above must be enrolled if any member of the family is to be enrolled. However, in instances where family members residing with the members are not enrolled, family member(s) living apart from the member may be enrolled (i.e. child living with a divorced spouse or child in college).

5. Termination.

   a. A member must notify the dental contractor if they want to disenroll after they complete the original two year enrollment started under TFMDP, or the one year lock-in under TDP.

   b. Separation, discharge, or retirement.

   c. Loss of DEERS eligibility for a family member(s).

   d. Member is transferred to the Standby or Retired Reserve.

   e. Reserve member transfers to the IRR.

   f. When a reserve member is ordered to active duty for a period of more than 30 days, the family member(s) remain enrolled. The member is disenrolled because dental treatment can be received at a dental treatment facility.

6. Restrictions. Family members enrolled in the TDP are not eligible for treatment at a military dental facility for any services covered under the TDP. However, active duty family members may receive "space-available" dental care at overseas military dental treatment facilities, whether or not they are enrolled in the TDP.

7. Collection of Dental Premiums. Premiums shall be deducted from the member's basic pay if pay is received, or paid directly to the contractor. If there are insufficient funds or no payroll account is available at the time of collection, the member will pay the premium costs by means of direct billing. When this occurs, premium collection will transfer from the payroll allotment or deduction to direct billing by United Concordia. Once United Concordia direct bills, this payment process will continue until the member disenrolls or until the end of the contract. United Concordia will immediately direct bill for premiums due from IRR service members and from SELRES and IRR family members.

8. Premium Changes. Changes in premiums are scheduled each January.

EFFECTIVE DATES OF SGLI COVERAGE AND DEDUCTIONS

RULE	A	B	C
	When a member required to perform duty described in section 6-A-1	then the effective date of	and SGLI deductions (note 1)
1	Enters such duty	Coverage is the first day of entry on such duty (note 2). Maximum basic coverage is automatically in effect until the member elects reduced coverage or waives coverage (note 3)	Starts the month of the date of entry.
2	Resumes the obligation or reenters on such duty in the same Uniformed Service the day following termination of such period of obligation (note 4)	Insurance coverage (excluding elections of reduced or no coverage) is continuous (note 5).	Continues at the appropriate rate.
3	Elects a reduced amount of coverage after entry on such duty	Coverage is the first day of the month following receipt by the Uniformed Service of the member's election, entered on VA Form SGLV 8286 or, (note 6)	Starts in the reduced amount the first day of the month following receipt of the member's election. For deduction refunds, see section 6-A-4.
4	Applies for increase or reinstatement of coverage after entry on such duty	Coverage is the date of receipt by the Uniformed Service of the application with evidence of good health (note 6)	Starts the month of the date the application is received by the member's commanding officer.
5	Elects not to be covered (declines or cancels) after entry on such duty	Termination is the first day of the month following receipt by the Uniformed Service of the member's election, entered on VA Form SGLV 8286	Stops at the end of the month in which the member's election is received by the member's commanding officer. For deduction refunds, see section 6-A-4.
6	Is covered full-time and is separated and does not reenter active duty	Termination is 120 days after separation (note 7)	Stop at the end of the month of separation.
7	Is a member of the Reserve Component not covered and is called to active duty upon mobilization	Coverage is the first day of active duty (maximum basic coverage is automatic unless a member applies for reduced or no coverage).	starts the month of the date of entry.
8	Is covered and is AWOL, confined by civil authorities under a sentence adjudged by a civilian court, or confined by military authorities under a court-martial sentence involving total forfeiture of pay and allowances	Termination is at the end of the 31st continuous day of such status (note 8)	Stops at the end of the month in which the 31st day of such status is reached.
9	Forfeits rights to SGLI under the provisions of section 6-A-5	Termination is the end of the day before the date of conviction, refusal to perform service, or refusal to wear the uniform (note 9)	stop at the end of the month in which coverage is terminated.

Notes to figure 6-1 are on page 6-5.

FIGURE 6-1

Figure 6-1 notes:

1. Members in an excess leave status (see note 10 for possible exceptions associated with appellate leave) remain eligible for automatic SGLI coverage. Establish monthly premiums in such cases as deductions against member pay accounts or collect as cash. Members may elect by completing form SGLV 8286, on or before the first day of active duty, to decline, reduce, or increase the insurance.

2. First time enlistees in the Selected Reserves are eligible for coverage on the date of enlistment when assigned to a Ready Reserve unit that meets the requirement of 38U.S.C. 1965 (5)(B), regardless if they are or are not required to participate in periods of inactive duty training and have not yet been called to their initial active duty period. This does not apply to delayed entry active duty enlistees.

3. Elections made by Reserve Component members continue in effect during continuous obligation to perform duty in the same Uniformed Service. Reserve Component members are not required to reelect or reapply for their desired level of coverage each time they perform duty.

4. A new period of coverage begins and new elections must be submitted when a member resumes an obligation to perform duty or reenters on duty in the same Uniformed Service more than 1 day following termination of previous obligation; or when a member assumes an obligation to perform duty and enters on duty in a different Uniformed Service at any time. A member entering active duty after a break in service is automatically covered under SGLI for $250,000, until the member elects otherwise, even though the member may have converted former SGLI coverage to an individual policy following the last discharge or release from active duty. A former member, insured under the Veterans Group Life Insurance (VGLI) Program, who declines SGLI coverage solely to maintain VGLI coverage, upon termination of VGLI, shall be automatically insured under maximum basic coverage if the member otherwise is qualified.

5. Any previous election not to be insured or to be insured for less than $250,000 is canceled. Maximum basic coverage is automatically in effect unless member again elects not to be insured or to be insured in a reduced amount.

6. Increase or reinstatement of coverage is contingent upon the member's application on DVA Form SGLV 8285, Request for Insurance, and approved by OSGLI.

7. Although SGLI coverage does not automatically terminate for a member who is transferred to or from extended active duty, Ready Reserve, or Retired Reserve, deduction from pay stops the month of separation. A member is eligible for continuation of coverage under SGLI upon application and payment of required premiums directly to OSGLI within 120 days of separation or release. In the case of members totally disabled on the date of separation from such duty, SGLI insurance may be continued up to 1 year after separation and then, subject to approval of OSGLI, may be converted to VGLI. If the insured ceases to be totally disabled while covered under SGLI, the coverage is terminated, but in no event prior to the expiration of 120 days after separation or release.

8. Members carried in an AWOL or confined status, remain eligible for coverage until the end of the 31st continuous day of such status. Start premium deductions at the appropriate rate on the month of the date the member is restored to duty with pay.

9. Members restored to duty under conditions which, in effect, result in a remission of sentence may apply for reinstatement of coverage under rule 4.

10. In the case of a member being placed on appellate leave the following applies:

    (a) In the case of a member placed on appellate leave immediately following military confinement with total forfeiture of pay and allowances (appellate leave including excess leave or not), with SGLI previously terminated under rule 8, the member is not reinstated with SGLI coverage for the period of appellate leave.

    (b) In the case of a member placed on appellate leave following restoration to duty with pay (appellate leave including excess leave or not) SGLI coverage continues during the period of appellate leave with corresponding deduction for premiums. For any excess leave portion of appellate leave, deduct for monthly premiums according to note 1.

    (c) In the case of a member placed on appellate leave (appellate leave including excess leave or not) directly from full duty status (confinement never involved), or from military confinement with partial or no forfeiture of pay and allowances or total forfeiture of pay only, SGLI coverage (never terminated in these situations) continues through the period of appellate leave. This subparagraph includes a member whose term of Service expired while the member was in confinement. Continue corresponding deductions for premiums. For any period of non-pay status, including excess leave portion of appellate leave, deduct for monthly premiums according to note 1.

FIGURE 6-1 (cont'd)

C. Courts-Martial Sentences.

1. Effect of Sentences on Pay and Allowances. The following are definitions of terms used in reference to courts-martial actions and their effect on pay and allowances. Refer to the Manual for Courts-Martial, United States, 1984. Specific questions regarding legal matters must be addressed to a legal officer.

   a. Partial Forfeiture. A sentence to partial forfeiture of pay deprives an accused of the amount of pay stated in the sentence. The sentence applies for the number of months or days expressly stated. When a sentence includes forfeitures in addition to confinement not suspended or deferred, the forfeiture applies to pay (and allowances, if total forfeitures are adjudged) becoming effective either 14 days after being adjudged by a court-martial, or on the date the sentence is approved by the convening authority, whichever is earlier, unless the convening authority defers application of the forfeitures pending completion of further appellate review.

   b. Fines. A fine is in the nature of a judgement. It makes an accused financially liable to the United States for the amount specified in the sentence. Fines are debts to the Government until:

      (1) Actually paid in cash by the member.

      (2) Collected by deduction from the member's pay.

      (3) Collected by deduction on settlement of the member's account on discharge.

   c. Forfeiture of Pay or Allowances During Certain Court-Martial Confinements.

      (1) General Court-Martial. Effective with general court-martial sentences, adjudged after 31 March 1996, for offenses committed after 31 March 1996, a member automatically forfeits, until the member is released from confinement, all pay and allowances while in confinement or in a parole status when the member is sentenced to:

         (a) Death; or

         (b) Confinement for more than six months; or

         (c) Confinement of any length and either a dishonorable discharge, bad conduct discharge, or a dismissal.

         Note: A member who was court-martialed after 31 March 1996 for offenses committed before 1 April 1996, and whose sentence was adjudged after 31 March 1996, is not subject to automatic forfeitures. However, when a member's offense was committed during a period that began before 1 April 1996, and terminated on or after 1 April 1996, the automatic forfeiture provisions under 10 U.S.C. 858b apply

      (2) Special Court-Martial. The forfeiture provision in 6-C-1.c.(1), above, also apply for sentences adjudged by special courts-martial. However, automatic forfeitures are limited to two-thirds of all pay.

d. Application of Forfeitures. This means that forfeitures are withheld (as distinguished from collected) on and after the date a sentence is approved by the convening authority. It applies when a court-martial sentence, as approved by the convening authority, includes forfeiture and confinement, not suspended, or deferred and the sentence is such that further appellate review is required before the sentence can be ordered executed.

e. Execution of Forfeitures. This means actual collection of forfeitures when a sentence is ordered executed (UCMJ, Article 57).

f. No automatic reduction. Automatic reduction to the lowest enlisted pay grade (E-1) under Article 58a, UCMJ, shall not be effected in the Coast Guard.

2. Computing Forfeitures. Forfeitures of pay are to be computed as follows:

a. Pay Subject to Forfeitures. Forfeitures, other than total forfeitures, apply to:

(1) Basic pay, based on the member's years of service.

(2) Sea pay or hardship duty pay-location, provided such pay continues to accrue after the effective date of sentence.

(3) An allotment made voluntarily.

b. Pay Not Subject To Forfeitures. Forfeitures other than total forfeitures, do not apply to special pay (other than sea or hazardous duty pay-location) or incentive pay.

c. Taxes. 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 income and FICA taxes. The amounts of taxes to be withheld are computed on the total amount of gross pay remaining after deducting the amount of forfeiture. (36 Comp Gen 79)

d. Trial Counsel Report of Results of Trial. In all cases resulting in forfeiture or reduction in grade, whether adjudged by court-martial sentence or compelled by operation of law in accordance with article 58(b), UCMJ, the trial counsel for the court-martial shall include in the results of trial letter required by the Military Justice Manual, COMDINST M5810.1C, a statement substantially as follows: (Adjudged and/or automatic forfeitures and/or reduction in grade) will be effective (effective date), unless they are deferred or waived by the convening authority in accordance with article 57(a) or article 58(b), UCMJ. If a member's sentence carries a reduction in grade, the pay subject to forfeiture is the pay of the grade to which member is reduced.

e. Two or More Sentences Involved. When two or more sentences require forfeitures for a concurrent period, the amount stated in each sentence is forfeited only for the specific period. If each forfeiture results from a court-martial under which the maximum forfeiture is two-thirds of the pay subject to forfeiture, 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. (36 Comp Gen 755)

f. Waiver of Forfeitures in Favor of Dependents. The convening authority or a person acting under 10 U.S.C. 860 may waive any or all of the forfeitures of pay and allowance that were imposed by operation of law ("automatically"). The portion waived is payable to the accused member's dependent(s) as directed by the convening authority or person taking action.

(1) Intent of Waiver and Taxability of Waived Forfeiture Amount. Direct payment 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 member's military status, it is taxable income to the accused member, even though paid to the member'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 members dependent(s), as directed.

(2) Other Deduction and Collections. The UCMJ contains no provisions for the deduction of any other items appearing in figure 11-7 from the waived forfeiture of pay and allowances. Therefore, only applicable taxes listed in 6-C-2.f.(1), above, may be deducted from the waived portion of pay and allowance that would otherwise be forfeited, with the remaining amount paid to the member's dependent(s) by the convening authority.

(3) Effective Date of Payments. As directed by the convening authority or, if not specifically stated, the date the convening authority action on the waiver.

3. Effective Dates of Fines and Forfeitures. When a member's pay or pay and allowances are subject to fines and forfeitures by sentence of a court-martial the effective date of the fine and forfeiture is as follows:

a. Fines. Begin collection of fines on the date the convening authority orders execution of the sentence. Any fine imposed must be adjudged in express terms and stated in dollars only rather than in dollars and cents, or in days' pay.

b. Forfeitures - Convening Authority Orders Sentence Executed.

(1) For court-martial sentences adjudged before 1 April 1996, for offenses committed before 1 April 1996, begin forfeiture of pay or pay and allowances on the date the convening authority approves that part of the sentence establishing the forfeiture and orders it executed.

c. For Court-martial sentence; Adjudged after 31 March 1996. For Offenses Committed Before 1 April 1996. The following applies

(1) Adjudged forfeitures of pay or pay and allowances are not effective until the date the convening authority approves that part of the sentence establishing the forfeiture.

(2) Automatic forfeitures imposed under 10 U.S.C 858b do not apply and, when applicable, retroactive pay adjustments must be made. When an automatic forfeiture being refunded the member was waived in favor of the member's dependent(s), the retroactive pay adjustment must be reduced by the amount of the automatic forfeiture paid to the dependent(s).

d. For Court-martial Sentences Adjudged After 31 March 1996. Begin forfeitures of pay or pay and allowances on the date the convening authority approves that part of the sentence establishing the forfeiture, or on the 14th day after the date the sentence was adjudged, whichever is earlier. The convening authority, however, may defer the start of the forfeiture until the date the convening authority approves the sentence. The convening authority may revoke deferment at any time. If the convening authority is authorized to order forfeitures applied or executed at the time initial action is taken (rule 4, figure 6-2), the convening authority may order the forfeitures to be executed, suspended, applied as of the date of convening authority's action, or deferred until some future date.

e. Sentence Includes Confinement. Whenever a sentence of a court-martial as lawfully adjudged and approved includes a forfeiture in addition to confinement not suspended or deferred as the convening authority cannot order the sentence into execution (rules 1, 2, and 3, figure 6-2), the forfeiture will automatically apply to pay or pay and allowances becoming due on and after the date the sentence is approved by the convening authority, unless the convening authority directs that the application of forfeiture be deferred until the sentence is lawfully ordered into execution (Article 57(a), UCMJ).

f. Sentence Includes No Confinement. If a sentence as approved by the convening authority does not include confinement or if the sentence to confinement is to be suspended or deferred, any approved forfeitures may not be applied until the sentence is ordered into execution. Refer to figure 6-2 for when sentences can be ordered into execution.

g. Prior Sentence To Forfeiture. The convening authority may defer execution of a forfeiture until a prior sentence to a forfeiture is fully executed. (42 Comp Gen 279)

4. Execution of Court-Martial Sentences. Refer to figure 6-2 for powers of the convening authority with respect to the execution of certain court-martial sentences and other type court-martial sentences that are subject to appellate review requirements prior to being executed.

5. Collection action by pay account checkage must conform to the following:

a. Forfeitures. Since courts-martial forfeitures constitute a loss of entitlement to the pay and allowances concerned, they constitute a reduction of pay that takes precedence over all debts. (36 Comp Gen 79)

b. Fines. Constitutes an indebtedness to the United States. They are collected after all other prior indebtedness for the period involved has been collected. If prior deductions reduce the member's pay by two-thirds of gross pay for any month, no pay accrues against which fines may be applied. In such cases, defer collection of fines until pay accrues against which they may be applied. They shall be collected involuntarily from the current pay of any member. The member may request one-time collection or collection in stated monthly installments. Any amount remaining at separation shall be collected from final pay and allowances, to the fullest extent possible. Any amount that cannot be collected will become an out of service debt.

c. Rate of Collection. The amount of forfeiture or fine is governed by the language of the sentence.

(1) Charge forfeitures of pay as approved and ordered executed, against a member'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.

(2) Without the member's consent, the monthly rate of collection for fines shall not exceed two-thirds of 1 months' pay, less statutory required deductions.

Example: A sentence to forfeit $20.00 per month for 6 months means a forfeiture of $120.00 to be collected at $20.00 per month.

Pay cannot be forfeited by implication. **Example**: A sentence reading "to be confined for 2 months and to forfeit $60.00 of pay for a like period", does not mean a forfeiture of $60.00 per month for 2 months, or a total of $120.00, but means a forfeiture of only $60.00.

d. Non-pay Status. No pay accrues against which fines or forfeitures can apply when a member is in a nonpay status. Such periods are not counted in computing the time during which pay is forfeited under a court-martial sentence to partial forfeiture for a specific period. (36 Comp Gen *755)*

e. Restoration To Duty. A member restored to duty following a non-pay status is again entitled to pay against which forfeitures or fines of pay may apply.

f. Service Beyond Expiration of Enlistment for Medical Care. The pay and allowances of an enlisted member retained beyond expiration date of enlistment for medical care or hospitalization are subject to forfeitures and fines of pay.

g. Noncollection Due To Administrative Error. Court-martial forfeitures not collected due to administrative error may not be remitted. As soon as the error is discovered, collection may begin for the following:

(1) The court-martial forfeiture; or

(2) Erroneous payment of basic pay for the period covered by the sentence. (41 Comp Gen 269)

h. Pay Due or Accrued. Pay of a member subject to forfeiture by sentence of court-martial is pay which is earned on and after the effective date of the forfeiture. Refer to section 6-C-3.

6. Remission, Suspension, and Cancellation of Forfeitures. Occurrences which remit or suspend court-martial sentences and cancel forfeiture of pay and allowances are as follows:

   a. Death or Separation. The death or discharge of a member under a suspended sentence operates as a complete remission of any unexecuted or unremitted part of a sentence. Discharge, release from AD, or death of a member 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. End of Term of Service, Unauthorized Absence, or Desertion. The end of term of service of a member in military confinement, the unauthorized absence, or desertion of a member, 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, resume otherwise proper collections.

   c. Extension of Enlistment. When an enlisted member begins to serve on a voluntary extension of enlistment, cancel any uncollected forfeitures of pay, the collection period of which would extend beyond the normal expiration of term of service. Involuntary extensions of enlistments do not interrupt collection of forfeitures.

   d. Restoration of Duty. An order suspending execution of a bad conduct or dishonorable discharge, followed by a member's release from confinement and restoration to duty, also operates to suspend the execution of that portion of the sentence adjudging total forfeiture of pay and allowances which remains unexecuted at the time the member is restored to duty. This applies even though no other action may have been taken to suspend, remit, or mitigate the sentence to total forfeitures. A restoration to duty to serve out an incomplete enlistment, for which an enlisted member has received a sentence of dishonorable or bad conduct discharge, revives partial unsatisfied forfeitures of pay. (37 Comp Gen *591)*

   e. Effective Date. An order remitting, mitigating, or suspending the unexecuted portion of a sentence is effective from and including the date of the order, except when a later date is specified. Such an order relieves the member of the unexecuted portion of the forfeiture or fine on and after the effective date.

   f. Results of Remission or Suspension. When an unexecuted portion of a sentence to forfeiture or fine of pay is remitted or suspended, the member is no longer subject to the unexecuted forfeiture or fine of pay. If forfeitures have been applied (as distinguished from collected) the member is relieved of such forfeitures. (MS Comp Gen B-119220)

   g. Vacation of Suspension. The vacation of an order of suspension revives the uncollected forfeiture or fine from and including the date of the vacation order.

   h. Expiration of Period of Suspension. Complete remission of the suspended punishment occurs automatically at the end of the period of suspension.

7. Sentence Disapproved or Set Aside. If the sentence of a member who forfeits pay and allowances pursuant to this paragraph is set aside or disapproved or, as finally approved, does not provide for a punishment listed in section 6-C-1.(c), above, pay the member the pay and allowances that the member would have been paid except for the forfeiture, for the period during which the forfeiture was in effect. The payment to the member should be reduced by the amount of any payments made to the member's dependent(s) under section 6-C-2.(f), above. Note: The net refundable automatic forfeiture amount to be paid to eligible members is current year taxable income subject to appropriate withholding of federal, state, and FICA taxes. Court-martial sentences that are disapproved or set aside affect pay and allowances as follows:

   a. New Trial or Rehearing Is Not Held/Ordered. 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 member. Such restoration includes any executed forfeiture and any pay and allowances lost as a result of an executed reduction in grade (Article 75, UCMJ).

   b. New Trial or Rehearing Is Held/Ordered.

      (1) When an executed court martial sentence which 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 member with the amount of any forfeiture effected 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 member 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.

      (2) When a previously executed dishonorable or bad conduct discharge is not imposed by a new trial, the member is entitled to the pay and allowances which the member 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.

8. Illegal Sentences. A member will be reimbursed for pay withheld under an illegal sentence of a court-martial.

EXECUTION OF COURTS-MARTIAL SENTENCES
APPELLATE REVIEW REQUIREMENTS

RULE	A	B	C
	When a court-martial sentence	the sentence may	who
1	involves a flag officer or includes the death penalty	not to be executed until reviewed and approved by the President	will approve the sentence or any part or commuted form of the sentence, as the President sees fit. The President may suspend execution of all or any part of the sentence which the President approves, except a death sentence. (Article 71(a), UCMJ)
2	involves dismissal of a commissioned officer (other than a flag officer) or a cadet	not be executed until reviewed by the Secretary of Transportation or by Under Secretary or Assistant Secretary designated by the Secretary	will approve the sentence or any part of commuted form of the sentence, as the Secretary sees fit. The Secretary may suspend execution of any part of a Sentence which the Secretary approves (Article 71(b), UCMJ)
3	includes, unsuspended, a dishonorable or bad conduct discharge and appeal has not been waived by the member	not be executed until affirmed by a Court of Military Review, and, in cases reviewed by it, the Court of Military Appeals	will affirm the sentence, or part of the sentence found to be correct in law and fact. (Articles 66 & 71(c), UCMJ)
4	does not include any of the conditions stated in rules 1, 2, and 3	be ordered executed by the convening authority	may suspend or defer the execution of any sentence. (Article 71(d), UCMJ)
5	Includes a fine or forfeiture of pay	Not be executed with respect to such fine or forfeiture until approved by the convening authority	Orders the fine or forfeiture to be executed.

FIGURE 6-2

D. Nonjudicial Punishment (NJP).

1. Authority. Under the authority of Article 15, Uniform Code of Military Justice (UCMJ) (10 U.S.C. 815), commanding officers and officers in charge may impose NJP for minor offenses without resorting to courts-martial.

2. Authorized Punishments Affecting Pay. NJP's that may be imposed in the Coast Guard that affect pay are:

   a. Forfeiture of pay.

   b. Reduction in grade (enlisted members only).

   Except as provided in this section, provisions of section 6-C relating to forfeiture of pay and reduction in grade by courts-martial also apply when such penalties are imposed as NJP (Article 15, UCMJ).

3. Limitations. The maximum punishment that affects pay authorized in section 1-E-2 of the Military Justice Manual, Commandant Instruction M5810.l (series), and Article 15 of the UCMJ, are shown below. Any forfeiture in excess of the legal maximum will be reported to the commanding officer.

   a. Forfeiture of Pay. A forfeiture of pay may be imposed within the following limitations:

      (1) Enlisted Members.

         (a) Not more than 3 days' pay when imposed by a warrant or petty officer in charge of a unit.

         (b) Not more than 7 days' pay when member's commanding officer is below the rank of lieutenant commander (0-4).

         (c) Not more than one-half of 1 month's pay per month for 2 months when the member's commanding officer is the rank of lieutenant commander and above.

      (2) Commissioned and Warrant Officers. Not more than one-half of 1 month's pay for 2 months when imposed by an officer exercising general court-martial jurisdiction or an officer of flag rank.

   b. Reduction in Grade. When punishment includes both reduction in grade (suspended or unsuspended) and forfeiture of pay, the forfeiture is based on the pay grade to which reduced.

   c. Concurrent Deductions. Do not deduct two forfeitures at the same time. If a member is being checked for a forfeiture when the commanding officer imposes another, start the second checkage the day after the first one is completed.

4. Effect of Appeal. A member who incurs NJP which the member considers unjust or out of proportion to the offense may, through proper channels, appeal to the next higher authority. The member may be required to undergo the adjudged punishment pending determination on the member's appeal.

5. Suspension, Remission, and Mitigation. The authority of the officer imposing the punishment, or the officer's successor in command, to suspend, mitigate, remit, arid to set aside NJP is set forth in figure 6-3.

6. Effective Dates. Forfeiture of pay and reduction in grade, if unsuspended, are effective on the date the commanding officer imposes the punishment. If a forfeiture is imposed while a prior forfeiture is still in effect, it will not commence until the prior forfeiture is completed.

   a. Reduction Suspended. When a member is restored to a higher grade by suspension of a reduction, the member is entitled to pay of the higher grade from the date of suspension.

   b. Reduction Set-Aside. When a reduction in grade is set aside, all rights, privileges, and property affected by it are restored, and member is entitled to pay as though the reduction had never been imposed.

   c. Suspensions Vacated. When suspension of a punishment is vacated the effective date for pay purposes is the date of the vacation.

7. Correctional Custody Awarded at NJP. Correctional custody awarded at nonjudicial punishment is not considered confinement and is not deductible time for any purpose. Reference section 1.E.2.d., Military Justice Manual, COMDTINST M5810.1(series).

SUSPENSION, REMISSION, SETTING ASIDE AND
MITIGATION OF NONJUDICIAL PUNISHMENT

RULE	A	B	C
	When nonjudicial punishment is	and the punishment has	the officer imposing the punishment or the officer's successor in command may suspend the punishment probationally at any time (note 1) or
1	reduction in grade	been suspended at time imposed	remit or set the reduction aside or mitigate it to a suspended punishment or forfeiture of pay. (note 2)
2	forfeiture of pay	not been executed (note 3)	remit or set the forfeiture aside (in whole or in part) or mitigate it to a lessor forfeiture of pay
3	reduction in grade	been executed	set the punishment aside (in whole or in part) or mitigate it to forfeiture of pay. (notes 2 and 4)
4	forfeiture of pay		set the punishment aside (in whole or in part. (note 4)

Notes:

1. MCM 1984, paragraph 134.

2. If mitigated, the amount of forfeiture may not be greater than the amount that could have been imposed by the officer who imposed the reduction in grade.

3. An uncollected forfeiture or detention of pay is considered to be unexecuted during the period for which it was imposed. Refer to section 6-D-3.c. Upon the expiration of the forfeiture period, all unsuspended forfeitures, whether or not collected, are considered fully executed.

4. Usually this is done within 4 months after the punishment has been executed (46 Comp Gen 880)

FIGURE 6-3

E. Savings Deposit Program.

1. Authority. Under 10 U.S.C. 1035, Uniformed Services members on a permanent duty assignment in a qualifying area (see section 6-E-2) are authorized to make deposits into the Savings Deposit Program. Members making such deposits earn interest on their deposits at a rate of 10 percent per annum, compounded quarterly.

2. Qualifying Areas. The Secretary of Defense designates areas eligible for the Savings Deposit Program. Areas designated as of 1 October 1999 are:

   a. Persian (Arabian) Gulf Area, as defined in section 4-H-3.e. of this Manual.

   b. Operation Joint Endeavor, Joint Guard, and Joint Forge Areas, including:

      (1) The land area of Bosnia-Herzegovina, Croatia, Serbia, Montenegro, Slovenia, Macedonia, and Hungary, and the airspace above.

      (2) The waters of the Adriatic Sea north of 40N and the airspace above.

      (3) Forces operational control/tactical control (OPCON/TACON) to Supreme Allied Commander Europe.

3. Limitations on Amounts of Deposits.

   a. Unallotted Current Pay and Allowances. Deposits may not be more than the member's unallotted current pay and allowances. Unallotted current pay and allowances is defined as the amount of money a member is entitled to receive on the payday immediately before the date of deposit, less authorized deductions and allotments.

   b. Minimum Deposit. The minimum deposit amount into the Savings Deposit Program is $5.00.

   c. Maximum Deposit for Interest Accrual Purposes. The maximum amount on which 10 percent interest is computed is $10,000 (principal and accrued interest combined). This $10,000 limitation does not apply to deposit accounts of members in a missing status.

4. Interest on Deposits.

   a. Interest is computed at a rate of 10 percent per annum, compounded quarterly, according to calendar quarter. Quarterly interest is computed on the average quarterly balance on deposit. Once $10,000 is on deposit, simple interest will be computed on the $10,000. No interest is paid on amounts exceeding $10,000, except in the case of a member in a missing status. The interest rate will be applied as 2.5 percent for a quarter, .833 percent for a month, and 1.667 percent for two months.

   b. Deposits made on or before the 10th of the month, accrue interest from the first of the month. Deposits made after the 10th of the month accrue, interest from the first day of the following month.

c. Interest paid on amounts deposited into the Savings Deposit Program is taxable income. It is not subject to federal income tax withholding (FITW). It is not subject to combat tax exclusion because it is considered passive income.

5. Conditions Under Which Deposits, Plus Interest, Are Repaid.

a. All deposits into the Savings Deposit Program, plus interest, shall be repaid upon:

(1) A member's departure from a qualifying area. In such cases, repayment shall be made at the time of departure, if requested by the member, or 90 days after the member's assignment to the area terminates. For the Persian Gulf Conflict, the 90-day period begins on the day after the member's entitlement to Imminent Danger Pay (IDP) terminates.

(2) Discharge or separation.

(3) Placement in a missing status.

(4) Death.

b. Interest on deposits stops at the end of the month in which full repayment is made. If the 90-day limitation period ends on any day other than the last day of a month, interest will accrue through the last day of the preceding month.

6. Other Withdrawal Conditions.

a. Accounts Which Have Reached $10,000. In situations where a member's principal and interest on deposit reaches $10,000, any amounts representing interest accruing in the account subsequent to that time which causes the $10,000 total to be exceeded, may be withdrawn quarterly at the member's request.

b. Emergency Withdrawals. The only instance that amounts of principal in the account may be withdrawn (other than as specified in section 6-E-5) is when a member requests emergency withdrawal, i.e., the health or welfare of a member or his dependent(s) would be jeopardized if withdrawal were not granted.

7. Exemption From Indebtedness Collection. Savings deposits, and interest thereon, are exempt from liability for a member's indebtedness to the U.S. Government or its agencies. They are also not subject to forfeiture by sentence of court-martial. Savings deposits and interest, however, remain subject to levies issued by the Internal Revenue Service.

8. Procedures. Procedures for enrolling in, and withdrawing from, the Savings Deposit Program are contained in section 7-C, Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

CHAPTER 7

ALLOTMENTS FROM PAY

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CHAPTER 7. ALLOTMENTS FROM PAY

A. Statutory and Administration Provisions.

1. Policy. The allotment system is provided primarily to assist Coast Guard Personnel in accommodating their personal and family financial responsibilities, and secondarily as an effective system for regular payroll deductions for approved programs. It is a convenience and privilege not to be exploited or abused.

2. Who Can Make Allotments. Title 37 U.S.C. 703 authorizes Coast Guard member to make allotments from their pay under regulations prescribed by the Secretary. Regular and Reserve members on extended active Duty (EAD) and members receiving retired pay may make allotments from their pay for any of the purposes and within the limitations in figure 7-1 and sections 7-A-3 and 7-A-4.

3. How Much Can Be Allotted. All pay and allowances (less amounts which must be withhold for federal, state, and FICA taxes, Servicemembers' Group Life Insurance (SGLI) premiums, Montgomery GI Bill deductions, and indebtedness to the Unites States) may be allotted by members.

4. Restrictions. The registration of all allotments is subject to approval by the Human Resources Service and Information Center. The following restrictions governing allotments of pay apply:

   a. Direct Deposit. Public Law 104-134 (the Debt Collection Improvement Act of 1996) requires that all allotment payments be made by electronic funds transfer(EFT).

   b. Minors. Allotments (except bonds) may not be registered to children under 16 years of age. Allotments may be made payable to the children's guardian or custodian. Spouses of members may be named as allottees regardless of age.

   c. Mental Incompetents. Allotments may not be registered to mentally incompetent persons. They may be made payable to a guardian or to the facility where the allottee is cared for.

   d. Allotments to Same Payee. A member may have multiple allotments to the same payee provided: (1) The allotments are sent by direct deposit; and (2) Each allotment has a unique account number.

   e. Number of Allotments. The maximum number of allotments any one member may have is 14. Refer to figure 7-1 for limitation on number of allotments by type each member is permitted to have in effect.

   f. Power of Attorney. A special power of attorney may be used to establish, change, or stop an allotment. This 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.

   g. General Court-Martial Prisoners. Allotments are authorized only to the extent of allottable pay available after court-martial forfeitures.

h. Members Awaiting Trial. Register only necessary "D" allotments between the date the trial is ordered and the date action is approved or disapproved by the convening authority. Discontinue allotments whenever:

(1) Necessary to permit collection of the forfeiture in the monthly amount specified and within the time limitation stated in the court-martial sentence.

(2) Member is sentenced to forfeit all pay and allowances due from the date the sentence is approved by the convening authority.

i. Fraudulent Enlistment. Pay and allowances may not be allotted when pay is suspended pending final action on determination of fraudulent enlistment.

j. Reduced Pay of Allotter. When a reduction-in-grade or stoppage of pay does not leave sufficient funds for allotments in force, allotments must be discontinued as necessary to prevent an overpaid status.

5. Effect on Allotment in Case of Death. The right to allotment in case of death of the allotter or allottee:

a. Death of Allotter. All allotments are revoked by death of the allotter. No further allotment payments will be made by HRSIC after receipt of notice of the allotter's death. Deductions made from the allotter's pay, but not paid to the allottee, become part of the allotter's estate. Allotments paid after death may not be collected from the allottee nor charged against the pay of the allotter (Comp Gen B-225873, 25 Sep 87), except:

(1) Allotments erroneously established after notice of death of the allotter.

(2) Unearned insurance payment premiums (insurance premiums paid one month in advance of the day payment is actually due).

b. Death of Allottee. An allotment check, even though endorsed, does not become part of an allottee's estate if it is not cashed or negotiated before the death of the allottee. It is not subject to any expense incurred by, or on behalf of, the allottee before or after death. All un-negotiated allotment checks must be returned to HRSIC for credit to the member's account.

6. PERSRU Responsibility. The Personnel Reporting Unit (PERSRU) that registers an allotment is responsible to ensure the allotment is in keeping with the regulations set forth in this chapter.

7. Command Responsibility. Commanding officers are responsible for informing the PERSRU promptly of any facts which warrant stopping an allotment of a member under their command.

8. Authorized Allotments. Voluntary allotments of military pay and allowances of service members in active military service are limited to discretionary and non-discretionary allotments.

   a. Discretionary Allotments. Members are authorized up to six (6) discretionary allotments. The member shall certify that the allotment is within the limits of the law (e.g., allotments may not be used to repay gambling debts where gambling is not permitted). Examples of discretionary allotments include but are not restricted to the following:

      (1) Voluntary payment to a dependent and relatives.

      (2) Payment of home loan, mortgage or rent.

      (3) Payment of premium for commercial insurance such as life, dental, health, vehicle, etc.

      (4) Repayment to a financial institution for car loan, home improvement loan, etc.

      (5) Navy Mutual Aid Insurance.

      (6) United States Government Life Insurance.

      (7) Deposits to a financial institution, mutual fund company, or investment firm, for the personal or joint account of the member.

      (8) Payment of dues to a Coast Guard association.

   b. Nondiscretionary Allotments. Nondiscretionary allotments of military pay and allowances of members in active military service are limited to the following:

      (1) Purchases of U.S. Savings Bonds.

      (2) Payment for pledges for charitable contributions to the Combined Federal Campaign (CFC). Only one CFC allotment is authorized for each service member.

      (3) Allotments to the Department of Veterans Affairs for deposit to the Post-Vietnam Era Veterans Educational Assistance Program and the Veterans Educational Assistance Act of 1984.

      (4) Repayment of loans to CG Mutual Assistance or Morale Fund, Armed Forces Relief Societies, and the American Red Cross.

      (5) Repayment of indebtedness to the United States Government or a court appointed trustee under Chapter XIII of the Bankruptcy Act.

      (6) Tricare Dental Program (TDP) premiums.

AUTHORIZED ALLOTMENT PURPOSES AND PERIODS

Non-Discretionary Allotments (listed to the following)	Then the letter is	Allotment Limitation (Note 1)	Required period is		May continue into retirement	
			Indefinite	Definite	Yes	No
Purchase of United States Savings Bond – SERIES EE	B	NONE (2)	X		X	
Purchase of U.S. Savings Bond – SERIES I	G	NONE (2)	X		X	
Charitable contributions to Combined Federal Campaign fund	C	1		X		X
Post –Vietnam Era Veterans' Educational Assistance Program	E	1		X		X
Veterans' Education Assistance Act of 1984 (Note 4)	F	1		X		X
Loan repayment to:	L					
a. Coast Guard Mutual Assistance or Morale Fund		NONE		X	X	
b. Armed forces Relief Societies		NONE		X		X
c. American Red Cross		NONE		X		X
Repayment of indebtedness to the United State Government (Note 5) or a Court appointed Trustee under Chapter XIII of the Bankruptcy Act	T	NONE		X	X	
Veterans Benefits Improvement Act of 2000 (Note 10).	K	1		X		X
Tricare Dental Program Premiums	J	1	X			X

Discretionary Allotments (limited to six)	Then the letter is	Allotment limitation (Note 1)	Required period is		May continue into retirement	
			Indefinite	Definite	Yes	No
Support of dependents	D	NONE	X		X	
Repayment of home loans, mortgages, or rent (Note 6)	H	NONE	X		X	
Commercial Insurance	I	NONE	X		X	
Loan repayment to a Financial Institution (Note 7)	L	NONE (8)	X			X
Navy Mutual Aid Insurance	M	1	X		X	
U.S. Government Life Insurance (USGLI) and/or National Service Life Insurance (NSLI)	N	1	X		X	
Other	O	NONE	X			X
Payment to financial institutions to a personal or joint account of the member	S	NONE	X			X(9)
Payment of dues to Coast Guard associations	X	NONE	X		X	

Notes:

Maximum number of discretionary plus non-discretionary allotment may not exceed 14. Refer to Section 7-A-4.d.

1. The amount of bonds which may be purchased and held in the name of any one person in any 1 calendar year is limited to $30,000 face amount.
2. Refer to section 7-D.
3. "F" allotments are not really allotments because the contributions are a reduction of a member's basic pay. The allotment procedure is used as a convenience only and does not imply the funds were ever in the member's control.
4. Includes, but is not limited to:
   a. Defaulted notes guaranteed by the VA or FHA.
   b. Delinquent Federal income taxes.
   c. Overpayment of pay and allowances of other agencies.
6. Following conditions apply:
   a. Payment of loans for the purchase of a home, mobile home, or house trailer used as a residence by the allotter, spouse, and/or dependent.
   b. A member's landlord is offered the opportunity to receive rental payments by allotment from the member's pay. In return the landlord agrees to "Set-A-Side" the last month' rent and security deposit. This agreement is strictly between the member and landlord – Coast Guard has no liability. Amount of allotment is normally not more than member's BAH.
   c. Home Mortgage allotments can continue into retirement. However, rental Set-A-Side allotments cannot.
7. Financial Institution means any bank, savings bank, savings and loan association, credit union, or similar institution.
8. Each allotment must have a separate and distinct account number.
9. Only one "S" allotment authorized when retired.
10. See section 7-E-5.

FIGURE 7-1

B. Purchase of U.S. Savings Bonds.

1. Authorized Purchases By Allotment. There are two types of Savings Bonds available to members, Series EE Bonds and Series I Bonds. Series EE Bonds are purchased at half of the face value of the Bond. Series I Bonds are purchased at face value of the bond and are inflation-indexed meaning they will guarantee a set rate of return regardless of inflation. Figure 7-2 shows the purchase plans authorized for Series EE Bonds effective 1 February 1988. Figure 7-3 shows the purchase plans authorized for Series I bonds effective 1 June 1999.

2. Mailing Bonds. Bonds may only be mailed to addresses in the United States, to territories and possessions of the United States, the Commonwealth of Puerto Rico, Mexico, Canada, or to an APO/FPO address.

3. Replacement Bonds. To report non receipt of U.S. Savings Bonds a member must submit to their servicing Personnel Reporting Unit (PERSRU) a Non receipt Worksheet (CG HRSIC-2050). This worksheet is found in Enclosure (1) of the Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

4. Starting, Stopping and Address Change to Bonds. To start, stop, and report a change of address to a bond a member must submit to their servicing PERSRU a Bond Worksheet (CG HRSIC-2060). This worksheet is also found in Enclosure (1) of HRSICINST M1000.2 (series).

5. Savings Bond Information. For further information regarding U.S. Savings Bonds refer to web site: http://www.savingsbonds.gov/

PURCHASE OF UNITED STATES SAVINGS BONDS
EFFECTIVE: 1 FEBRUARY 1988

SERIES EE

Monthly deduction	Face value	Number of monthly deductions		
		1	2	4
12.50	$100.00			X
$25.00	$100.00		X	
$50.00	$100.00	X		
$62.50	$500.00			X
$100.00	$200.00	X		
$125.00	$500.00		X	
$250.00	500.00	X		
$500.00	$1,000.00	X		

(FIGURE 7-2)

PURCHASE OF UNITED STATES SAVINGS BONDS
EFFECTIVE: 1 June 1999

SERIES I

Monthly deduction	Face value	Number of monthly deductions		
		1	2	4
$12.50	$50.00			X
$25.00	$50.00		X	
$50.00	$50.00	X		
$37.50	$75.00		X	
$75.00	$75.00	X		
$25.00	$100.00			X
$50.00	$100.00		X	
$100.00	$100.00	X		
$50.00	$200.00			X
$100.00	$200.00		X	
$200.00	$200.00	X		
$125.00	$500.00			X
$250.00	$500.00		X	
$500.00	$500.00	X		
$250.00	$1,000.00			X
$500.00	$1,000.00		X	
$1,000.00	$1,000.00	X		

(FIGURE 7-3)

FIGURES 7-2 AND 7-3

C. Charity Drive Allotments.

1. Authority. Annual solicitations for donations to various community charity drives have been coordinated into a single combined fund-raising campaign. This campaign is the Combined Federal Campaign (CFC) and is usually held in the fall of each year.

2. Participating Localities. Only those localities listed in the Federal Fund-Raising Manual are authorized to participate in the CFC.

3. Donation by Allotment. A member permanently stationed in a CFC area during a fund-raising campaign period may make an allotment for a 12 month period effective 1 January.

   a. Amount of Allotment. Allotments must be for at least $1.00 per month.

   b. Adjustment. After an allotment is registered, there can be no change in the amount.

   c. Period of Allotment. Charity allotments (purpose code "C") automatically expire at the end of each calendar year. Once an allotment is stopped, it may not be reinstated. "C" allotments shall also be stopped:

      (1) Upon member's request any time after it has been in effect for three months.

      (2) Upon discharge, release from active duty, retirement or death.

D. Post-Vietnam Era Veteran's Educational Assistance Program.

1. Authority. Chapter 32, title 38, U.S.C. The Post-Vietnam Era Veteran's Educational Assistance Program (VEAP) provides educational assistance on a contributory basis to those eligible members entering the Service on or after 1 January 1977 and before 1 July 1985. An open enrollment period in VEAP was established for the period 28 October 1986 through 31 March 1987. Commandant (G-WPM-1) is responsible for Coast Guard VEAP policy. Refer to the Training and Educational Manual, COMDTINST M1500.10 (series).

2. Contribution by Allotment. Members participating in this program must initiate an "E" allotment. Allotments must remain in effect for 12 consecutive months, except as specified in section. 7-D-6. When the maximum contribution of $2,700 is reached, the allotment is stopped. Refer to figure7-1.

3. Lump Sum Payments. Under the provisions of Public Law 97-306, members are permitted to make lump sum cash payments into the program. Lump sum payments are in addition to, or in lieu of, a monthly allotment deduction. For lump sum payment purposes, the amount of cash deposit is considered to have been made by retroactive allotment deductions from the member's pay in an amount of $100.00 or less per month in $5.00 multiples.

4. Contributory Amount Changes. Allotment amount changes are permitted during the contributory period provided the allotment has been in effect for at least 3 months. The change may be an increase or decrease, providing the monthly amount is not less than $25 nor more than $100 and is a multiple of $5.

5. Enrollment. A member must have enrolled prior to 1 July 1985.

6. Suspension.

   a. Suspension prior to completion of 12 consecutive months participation is only permitted when a personal hardship of a financial nature exists, and suspension from VEAP would serve to alleviate the hardship.

   b. The commanding officer or officer in charge must approve or disapprove the request for suspension prior to completion of 12 consecutive months participation. Suspension after completion of at least 12 consecutive months participation does not require a member's written request or commanding officer' s approval.

7. Disenrollment. Disenrollment prior to completion of 12 consecutive months of participation requires approval as covered under section 7-D-6.

8. Disenrollment Subsequent to Suspension. A member may disenroll from VEAP and apply for a refund after participation has been suspended.

9. Reenrollment After Suspension or Dissenrollment. A member may suspend and later resume participation in VEAP.

   a. A member may suspend and later resume participation in VEAP.

   b. A member may disenroll and later reenroll in VEAP.

10. Conversion of VEAP Benefits to MGIB Benefits.

   a. The Veterans Benefits Improvement Act of 1996 authorized VEAP participants who: (a) were on active duty on 9 October 1996, and (b) had VEAP contributions in their VEAP accounts on 9 October 1996, to withdraw from the VEAP program and enroll in the Montgomery GI Bill. See ALDIST 001/97 for details.

   b. The Veterans Benefits and Health Care Improvement Act of 2000 authorized members who: (1) had elected to participate in VEAP and made contributions before 9 October 1996, and (2) continuously served on active duty from 9 October 1996 through 1 April 2000, to enroll in the Montgomery GI Bill at a cost of $2,700.00. See ALCOAST 047/01 for details.

E. Veterans' Educational Assistance Act of 1984 (Montgomery GI Bill-MGIB).

1. Authority. Chapter 30, Title 38, U.S.C., the Veterans' Educational Assistance Act of 1984, provides educational assistance to eligible members entering the service on or after 1 July 1985. Commandant (G-WPM-2) is responsible for Coast Guard policy pertaining to this Act, which can be found in Montgomery G.I. Bill (MGIB) Active Duty Education Assistance Program, COMDTINST 1760.9(series).

2. Enrollment. Eligible members are automatically enrolled unless they elect not to receive educational benefits within the first 2 weeks of active duty. Qnce a member is enrolled, suspensions, disenrollments, and refunds are not permitted. If a member elects not to receive educational benefits the election is final and cannot be revoked.

3. Reduction of Basic Pay. Members will have their basic pay reduced by $100.00 per month for 12 consecutive months beginning with the first of the month following entry into the Coast Guard. The total amount will be $1,200.00. Since the member was never entitled to these funds**,** there cannot be any reimbursement. For ease of operation, the Coast Guard uses the allotment system to track these reductions. The allotment must remain in effect for 12 consecutive months.

4. Conversion of VEAP Benefits to MGIB Benefits. See section 7-D-10.

5. Increased Montgomery GI Bill Benefits for Contributing Members. Section 105 of the Veterans Benefits Improvement Act of 2000 (Public Law 106-419) authorizes members entering on active duty after 30 June 1985, who elect to participate in MGIB, to increase the monthly rate of their MGIB benefits by making an additional contribution, at any time while on active duty, over and above the initial pay reduction of $1,200. Members who convert from the VEAP to MGIB program under section 7-D-10 are ineligible for this program, as are members who were offered an opportunity to participate in MGIB upon being involuntarily separated. Members participating in the additional contribution program may contribute an additional $600 beyond their initial $1,200 contribution to MGIB. Contributions can be in lump sum or via establishment of a "K" allotment. Allotments and lump sum payments must be in increments of $20. Contributions under the additional contribution program do no reduce a member's taxable wages; they are considered after-tax contributions.

F. Child and Spousal Support Allotments.

1. General. Upon official notification from an authorized source, the Coast Guard will establish a statutorily-required child or child and spousal support allotment from the pay and allowances of a member when such member has failed to make periodic payments under a support order for 2 or more months.

2. Definitions.

   a. Authorized Source. Any agent or attorney of any state having in effect a plan approved under part D of title IV of the Social Security Act (42 U.S.C. 651-665) who has the duty or authority to seek recovery of any amounts owed as child or child and spousal support (including, when authorized under the state plan, any official of a political subdivision), and the court that has authority to issue an order against a member for the support and maintenance of a child, or any agent of such court.

   b. Child Support. Periodic payments for the support and maintenance of a child or children, subject to and under state or local law. This includes, but is not limited to, payments to provide for health care, education, recreation, and clothing, or to meet other specific needs of the child or children.

   c. Disposable Earnings. For the purpose of this section, disposable earnings are the same as the amounts which may be allotted as outlined in section 7-A-3.

d. Notice. A court order, letter, or similar documentation issued from an authorized source providing official notification that a member has failed to make periodic support payments under a support order.

e. Spousal Support. Payable only in addition to child support; the periodic payments for the support and maintenance of a spouse or former spouse, under state or local law. It includes, but is not limited to, separate maintenance, alimony while litigation continues, and maintenance. Spousal support does not include any payment for transfer of property or its value by an individual to his or her spouse or former spouse in compliance with any community property settlement, equitable distribution of property, or other division of property between spouses or former spouses.

f. Support Order. Any order providing for child or child and spousal support issued by a court of competent jurisdiction within any state, territory, or possession of the United States, including Indian tribal courts, or under administrative procedures established under state law that affords substantial due process and is subject to judicial review.

3. Notice to the Human Resource Services and Information Center (HRSIC).

a. An authorized source shall send to HRSIC, by mail or deliver in person, a signed notice that:

(1) Provides the full name, social security number, and duty station of the member who owes the support obligation

(2) Specifies the amount of support due, and the period in which it has remained owing.

(3) Is accompanied by a certified copy of an order directing the payment of this support issued by a court of competent jurisdiction, or in accordance with an administrative procedure which is established by State law, affords substantial due process, and is subject to judicial review.

(4) Provides the full name, social security number, and mailing address of the person to whom the allotment is to be paid.

(5) Identifies the period in which the allotment is to remain in effect.

(6) Identifies the name and birth date of all children for whom support is to be provided under the allotment.

b. The notice is effective upon receipt by HRSIC.

c. When the notice does not sufficiently identify the member, it shall be returned directly to the authorized source with an explanation of the deficiency. However, before the notice is returned, if there is sufficient time, an attempt shall be made to inform the authorized source who sent the notice that it will not be honored unless adequate information is supplied.

d. Upon receipt of effective notice of delinquent support payments, together with all required supplementary documents and information, HRSIC shall identify the member who owes the support obligation. The allotment to be established shall be in the amount necessary to comply with the support order and to liquidate arrearages if provided by a support order, when the maximum amount to be allotted under the provision, together with any other monies withheld for support from the member, does not exceed:

(1) Fifty percent of the member's disposable earnings for any month in which the member asserts by affidavit or other acceptable evidence that he or she is supporting a spouse, dependent child, or both, other than a party in the support order. When the member submits evidence, copies shall be sent to the authorized person, together with notification that the member's support claim shall be honored. If the support claim is contested by the authorized person, that authorized person may refer this matter to the appropriate court or other authority for resolution.

(2) Sixty percent of the member's disposable earnings for any month in which the member fails to assert by affidavit or other acceptable evidence that he or she is supporting a spouse, dependent child, or both.

(3) Regardless of the limitations above, an addition I percent of the member's disposable earnings shall be withheld when the notice states that the support payments are in arrears.

4. <u>Notice to Member and Member's Commanding Officer</u>.

a. Within 15 calendar days after the date of receipt of notice, HRSIC shall send to the member, at his or her duty station, written notice:

(1) That notice has been received from an authorize source, including a copy of the documents submitted.

(2) Of the maximum percentages which can be withheld and a request that the member submit supporting affidavit') or other documentation necessary for determining the applicable percentage.

(3) That the member may submit supporting affidavits or other documentation as evidence that the information contained in the notice is in error.

(4) That by submitting supporting affidavits or other necessary documentation, the member consents to the disclosure of such information to the party requesting the support allotment.

(5) Of the amount or percentage that will he deducted if the member fails to submit the documentation necessary to enable the designated official to respond to the notice within the prescribed time limits.

(6) That a consultation with a judge advocate or legal officer will be provided by the Coast Guard, if possible, and that the member should immediately contact the nearest legal services office.

(7) Of the date that the allotment is scheduled to begin.

b. HRSIC shall notify the member's commanding officer of the need for consultation between the member and a legal officer and provide a copy of the notice and other legal documentation received by the designated official.

c. The Commanding Officer shall provide the member with the following:

(1) When possible, an in-person consultation with a legal officer of the Coast Guard, to discuss the legal and other factors involved in the member's support obligation and failure to make payment.

(2) Copies of any other documents submitted with the notice.

d. The member's Commanding Officer shall confirm in writing to HRSIC within 30 days of the date of notice that the member received a consultation concerning the member' s support obligation and the consequences of failure to make payments, or when appropriate, of the inability to arrange such consultation and the status of continuing efforts to fulfill the consultation requirement.

e. If, within 30 days of the date of the notice, the member has furnished HRSIC with affidavits or other documentation showing the information in the notice to be in error, HRSIC shall consider the member's response. HRSIC may return to the authorized source, without action, the notice for a statutorily required support allotment together with the member's affidavit and other documentation, if the member submits substantial proof of error, such as:

(1) The support payments are not delinquent.

(2) The underlying support order in the notice has been amended, superseded, or set aside.

5. Payments.

a. Except as provided in subparagraph c below, HRSIC shall make the support allotment by the first end of month payday after notification that the member has had a consultation with a legal officer, or that a consultation was not possible, but not later than the first end-of-month payday after 30 days have elapsed from the date of the notice to the member. The Coast Guard will not be required to vary their normal military allotment payment cycle to comply with the notice.

b. If several notices are received with respect to the same member, payments shall be satisfied on a first come, first served basis within the amount limitations above.

c. When the member identified in the notice is found not to be entitled to money due from or payable by the Coast Guard, HRSIC shall return the notice to the authorized source and shall advise them that no money is due from or payable by the Coast Guard to the named individual. When it appears that amounts are exhausted temporarily or otherwise unavailable, the authorized source shall be told why and for how long, any money is unavailable, if known. If the member separates from active duty, the authorized source shall be informed that the allotment is discontinued.

d. Payment of statutorily required allotments shall be enforced over other voluntary deductions and allotments when the gross amount of pay and allowances is not sufficient to permit all authorized deductions and collections. Allow the member to choose which voluntary allotments to cancel. If the member refuses or is unable to advise which allotments to cancel, cancel in the following order:

(1) "C" - Combined Federal Campaign (CFC).

(2) "B" - U. S. Savings Bond.

(3) "X" - Association dues.

(4) "S" - Savings to financial institutions.

(5) "E" or "F" - Educational assistance programs.

(6) "L" – Loans to financial institutions.

(7) "D" - Dependent allotments.

(8) "H" - Home loans.

(9) "I" - Insurance premiums.

(10) "M" - Navy Mutual Aid Insurance.

(11) "N" - U. S. Government Life Insurance (NSLI).

e. An allotment established under this section shall be adjusted or discontinued upon notice from the authorized source.

f. Neither the Department of Transportation, the Coast Guard, nor any officer or employee, shall be liable for any payment made from moneys due from, or payable by, the Department of Transportation or the Coast Guard, to any individual pursuant to notice regular on its face, if such payment is made in accordance with this section. If HRSIC receives notice based on a support order which, on its face, appears to conform to the laws of the jurisdiction from which it was issued, HRSIC shall not be required to ascertain whether the authority that issued the order had obtained personal jurisdiction over the member.

G. Involuntary Allotments for Creditor Judgments.

1. Authority. Statutory authority to collect monies for a commercial debt from a member's pay exists under Public Law 103-94, section 9, 6 Oct 93. Monies due from, or payable by, the United States to active duty members are subject to the involuntary allotment. The application for direct payment of an involuntary allotment to satisfy a judgment for commercial indebtedness from the pay of a member subject to involuntary allotment must be accompanied by a certified copy of a final judgment issued by a court of competent jurisdiction within any State, territory, or possession of the United States.

2. Definitions.

a. Designated Agent.

Commanding Officer (LGL)
Coast Guard Human Resource
Services & Information Center
444 SE Quincy Street
Topeka KS 66683-3591

b. Active Duty Member. A Regular member or any member of a Reserve Component on active duty pursuant to 10 U.S.C., Section 672 for a period in excess of 180 days at the time an application for involuntary allotment is received by the designated agent, excluding members in a prisoner of war or missing in action status and retired members.

c. Final Judgment. A final judgment is a valid, enforceable order or decree;

(1) from which no appeal may be taken, or from which no appeal has been taken within the time allowed, or from which an appeal has been taken and finally decided;

(2) that includes language that the proceedings complied with the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; and

(3) awards a certain amount and specifies that the amount is to be paid by an individual who, at the time of application for the involuntary allotment, is a member of the Coast Guard.

3. Application to Designated Agent.

a. To initiate an involuntary allotment, an applicant (creditor) shall send a copy of the final judgment certified by the clerk of the court, accompanied by DD Form 2653, Involuntary Allotment Application, and other supporting documents required by DoD Instruction 1344.12 ("application package"), to the designated agent.

b. The application package shall be sent by mail or delivered in person to the designated agent. The designated agent shall note the date and time of receipt of the application package.

c. When the application package does not sufficiently identify the member, it shall be returned directly to the applicant with an explanation of deficiency.

d. When the application package is effectively served on the designated agent, the application package will be processed in accordance with DoD Directive 1344.12.

e. Upon receipt of a completed application, together with all required supporting documents and information, including a certified copy of the court order, the designated agent shall identify the member from whom the monies are payable, and the member's commanding officer. Notice shall be sent to the member and the member's commanding officer in accordance with DoD Instruction 1344.12, paragraph F.2.b. The involuntary allotment shall not exceed the lesser of 25 percent of a member's pay subject to involuntary allotment or the maximum percentage of pay subject to garnishment proceedings under the applicable State law.

f. If the member's pay is subject to a garnishment or statutory allotment for spousal or child support, in addition to the involuntary allotment application, the combined amounts deducted from the member's pay shall not exceed the lesser of 25 percent of a member's pay subject to involuntary allotment or the maximum percentage of pay subject to garnishment proceedings under the applicable State law. If the maximum percentage allowed for involuntary allotments would be exceeded by both deductions, garnishments and statutory allotments for spousal and child support take priority over the involuntary allotment.

g. If the designated agent is served with more than one involuntary allotment application, the applications will be processed on a first come-first served basis. After the first application is processed, additional applications shall be returned to the applicant in accordance with DoD Instruction 1344.12, paragraph F.2.b(5)(c)6, with a notice that a current involuntary allotment is being paid and no funds are available.

4. Pay Subject to Involuntary Allotment. Only the following types of pay are subject to the involuntary allotment process (subject to the amounts excluded under paragraphs 5 and 6 below).

a. Basic Pay (excluding the reduction for education benefits under 38 U.S.C. Section 1411 ("New GI Bill"))

b. Special pay, to include:

(1) Diving Duty

(2) Hardship duty pay-Location

(3) Career sea pay

(4) Responsibility pay

(5) Proficiency pay and Special duty assignment pay for enlisted members

(6) Reenlistment bonus

(7) Enlistment bonus

(8) Prior service enlistment bonus

(9) Hostile Fire or Imminent Danger pay

(10) Selective Reenlistment Bonus (SRB)

c. Incentive pay, including:

(1) Hazardous duty

(2) Aviation career

d. Accrued leave payments (basic pay portion only)

e. Readjustment pay

f. Severance pay (Including disability severance pay

5. Pay and Allowances Not Subject to Involuntary Allotment. Separation pay, Voluntary Separation Incentive (VSI), and the Special Separation Benefit (SSB) are not subject to the involuntary allotment. In addition, allowances paid under Titles 10 and 37 of the United States Code, and other reimbursements for expenses incurred in connection with duty in the Military Service or allowances in lieu hereof, are not subject to the involuntary allotment.

6. Other Amounts Not Subject to the Involuntary Allotment. After computing the pay subject to involuntary allotment (paragraph 4, above), the following items must be deducted to compute the final value of pay subject to involuntary allotment:

   a. Federal and State income tax withholding (amount is limited to that which is necessary to fulfill the member's tax liability).

   b. FICA tax

   c. Servicemembers' Group Life Insurance

   d. Indebtedness to the United States (including tax levies)

   e. Fines and forfeitures ordered by a court-martial or a commanding officer

   f. Dental and health care deductions

   g. Amounts otherwise required by law to be deducted from a member's pay (except payments under 42 U.S.C. Sections 659, 661, 662 and 665)

7. Voluntary Allotments to be Discontinued. Payment of statutorily-required involuntary allotments shall be enforced over other voluntary deductions and allotments when the gross amount of pay and allowances is not sufficient to permit all authorized deductions and collections. The member will be allowed to choose which discretionary allotments to cancel. If the member refuses or is unable to advise which allotments to cancel, the designated agent will cancel discretionary allotments in the order listed below.

   a. Class "C" allotment for CFC.

   b. Class "B" allotment for savings bonds.

   c. Discretionary allotment payable to a financial organization for deposit to the member's account (includes allotments payable to a mutual fund or investment firm and allotments to pay for personal or car loans.

   d. Allotment for Post-Vietnam Era Veterans Educational Assistance Program contributions.

   e. Class "L" allotment to repay loans to service relief agencies and the American Red Cross.

f. Discretionary allotments in the following order:

(1) payments to dependents/relatives

(2) repayment of home loans and payment of rent

(3) commercial life, health, and dental insurance

(4) Navy Mutual Aid Insurance

(5) NSLI or U.S. Government Life Insurance

8. Notice to Member and Member's Commanding Officer.

a. The designated agent will promptly mail one copy of the application package and DD Form 2654, Involuntary Allotment Notice and Processing, to the member, and two copies of the application package, along with DD Form 2654, to the member's commanding officer. The designated agent will provide notice to the member and the member's commanding officer that automatic processing of the involuntary allotment application will occur if a response is not received within 90 calendar days from the original date of mailing, unless the member has been granted an extension to response (see subparagraph b, below).

b. If the member is temporarily unavailable to respond, the member's commanding officer may grant a reasonable extension of time for the member's response. The commanding officer will notify the designated agent that the member has been granted an extension to respond, the date the response is due, and the reason(s) for the extension. In the absence of any additional correspondence from the member's commanding officer, the involuntary allotment application may be automatically processed within 15 calendar days after the date a response was due, including any approved extension response date.

CHAPTER 8

TAXES

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CHAPTER 8. TAXES

A. Withholding of Federal Income Tax.

1. Authority for withholding Federal Tax. The definition of income which is subject to Federal income tax withholding and the requirement that tax be collected at sources of income are contained in 26 U.S.C. 3401 and 3402. The rate of withholding is in accordance with the current issue of the Treasury Department Circular E.

2. Wages Subject to Federal Income Tax Withholding (FITW). The taxable pay earned by all service members (except as stated in section 8-A-3) is subject to withholding of Federal income tax. Refer to figure 8-1 for taxability of items of military pay and/or allowances.

3. Wages Not Subject to Federal Income Tax withholding.

   a. All active duty members for any month during which they qualify for combat zone exclusion. Refer to section 8-G.

   b. Residents of Puerto Rico who are stationed outside the U.S. will have Puerto Rico income tax withheld from military wages, and will not have Federal income tax withheld upon the same wages, unless the member requests otherwise.

4. Legal Residence. Each member must designate a legal residence, and report any changes thereto. A member' s legal residence does not change because of change of permanent station. The legal residence at the time of entry into the Service remains the same until changed by the member.

5. Basis for Establishment of Monthly Rate of Tax. Each member for whom a military pay account is initially opened is required to file an Employee's withholding Allowance Certificate (IRS Form W-4) to establish a marital and exemption status.

6. When a New Form W-4 is to be Submitted. Form W-4 is required to be filed whenever:

   a. There is a change in marital status.

   b. There is a change in the number of exemptions claimed.

7. Withholding of Additional Tax. A member may authorize an additional amount to be withheld monthly to meet income tax needs. This is accomplished by submitting a new IRS Form W-4. Additional amounts may be withheld by reducing allowances and/or indicating the additional monthly amount (in even dollars) to be withhold.

8. Reducing withholding of Tax for Itemized Deductions. A member may reduce the monthly withholding tax by claiming additional withholding allowances based on large itemized deductions. If the total additional withholdings exceed 10, a copy of the W-4 must be filed with the IRS.

9. Withholding Not Required. Withholding of income tax will not be made from members who certify that they did not incur any tax liability for the previous tax year and anticipate they will not incur any liability for the current year. The member must file Form W-4 "Withholding Exemption Certificate" to claim this exemption. In addition, a copy of the W-4 must be filed with IRS if the member's monthly taxable wages exceed $866.67. Once filed claiming "EXEMPT," the member must re-file as follows:

   a. If no tax liability is expected for the following year, the member must file a new Form W-4 on or before 15 February of that year.

   b. If tax liability is expected for the following year, the member must file a new Form W-4 by 1 December of the current year.

10. One-Time Deduction. One-time credits (Reenlistment or Career Status Bonus Bonus, Lump Sum Leave, etc.) are Federally taxed at a flat rate of 28 percent.

11. Retroactive Withholding Adjustment. Retroactive adjustments are not authorized.

12. Reporting Discharge of Indebtedness to the Internal Revenue Service (IRS) using IRS Form 1099-G. When an indebtedness is remitted under 14 U.S.C. 461 or waived under 10 U.S.C. 2774, it is not normally reported to IRS as taxable income. However, if the overpayment was caused by a taxable item and the amount of taxable income reported was reduced upon discovery of the debt, it should be reported to the IRS. If a debt caused by overpayment of nontaxable items, BAS, BAH, is terminated, it must be reported to IRS in IRS Form 1099-G. Taxable items that have not previously been taxed and reported to the IRS should also be included on IRS Form 1099-G.

B. Withholding of State Taxes.

1. Wages Subject to State Income Tax Withholding (SITW). The taxable pay earned by service members (as defined in Figure 8-1) is subject to SITW by the state declared by the member as his/her legal residence. Military compensation is not taxable by any state, territory, possession, political subdivision, or district that is not the member's legal residence.

2. Withholding Agreements. Before withholding can be effected, the state must have entered into a withholding agreement with the Department of Treasury. The states shown in figure 8-2 have entered into such agreements.

3. Further Information. Procedures for establishing state income tax withholding are contained in Chapter 8, Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series). This Manual also provides the address and World Wide Web address of the various states.

4. Delinquent Taxes. There is no authority for the involuntary collection of delinquent state tax liabilities from the pay of military members.

TAXABILITY OF ITEMS OF MILITARY PAY OR ALLOWANCES

RULE	A	B	C	D
	If the item is	then item is taxable and subject to federal/state income tax withholding (notes 2 and 8)	taxable but not subject to federal/State income tax withholding (notes 2 and 8)	not taxable (notes 2 and 8)
1	basic pay or inactive duty training compensation (note 1)	for any month combat zone exclusion does not apply (note 3)		for enlisted members and warrant officers; for commissioned officers, not taxable in amounts up to the highest rate of basic pay for an enlisted member plus the amount of imminent danger pay for the officer.
2	incentive pay for flying (see Chapter 5)			
3	special pay (see Chapter 4)			
4	saved pay received by a commissioned officer or commissioned warrant officer			
5	separation pay			
6	lump sum payment for accrued leave (note 4)			
7	severance pay – officer (note 7)			
8	readjustment pay			
9	selective or regular reenlistment bonus (including installments); or a Career Status Bonus (CSB)	if the reenlistment, extension, or 15th active duty service anniversary date occurs in a month during which combat zone exclusion does not apply		if the reenlistment, extension, or 15th active duty service anniversary date occurs in a month during which combat zone or qualified hazardous duty area exclusion applies (note 10)
10	pay forfeited by court-martial sentence or non-judicial punishment			and is a loss of entitlement to pay in the amount of the forfeiture. (note 5) (36 Comp Gen 79)
11	payment(s) in excess of actual travel and transportation costs incurred while carrying on business of the U.S. Government		and will not be reported on IRS Form W-2. Member will account for such payments on individual income tax return	
12	an allowance (notes 4 and 9)			at any time.
13	death gratuity		in amounts exceeding $3,000	up to $3,000. (note 11)
14	otherwise taxable item of pay earned by member but unpaid at time of death		but will be reported on IRS Form 1099-M when paid to beneficiary. (note 6)	if death occurs in month member was entitled to combat zone exclusion.
15	incentive payments paid to member for do-it-yourself (DITY) move per chapter 5, part D, JFTR	at time of payment (note 12)		
16	employer provided home-to-work transportation or employer-provided parking	to the extent that the value exceeds the monthly exclusion limit		to the extent that the value is equal to or less than the monthly exclusion limit.

Notes to figure 8-1 are on page 8-4.

FIGURE 8-1

Notes to figure 8-1:

1. Includes one-time credits. Reduction of basic pay for education benefits under the Montgomery GI Bill, on or after 1 January 1985, are excludable from federal and state income taxation, per 38 U.S.C. 1411.

2. If a member receives an overpayment of a taxable pay item, then the overpayment should be reported in the year paid unless the combat zone tax exclusion is applicable.

3. For commissioned officers (O-1 and above) assigned to a combat zone area, amounts over the highest enlisted grade (E-10) plus the amount of imminent danger pay actually payable to the officer are taxable and subject to federal and state withholding.

4. Only pay and allowances actually earned during any month a combat zone designation applies are excludable, even if paid on a later, non-qualifying month. Entitlements earned during any non-qualifying month, but paid in a month the exclusion applies, remain taxable. Accrued leave payments qualify only for that days portion which were actually earned during a qualifying month.

5. Does not apply to fines.

6. Exception is pay earned for any month combat zone exclusion applies.

7. Refer to section 10-G-4.

8. The susceptibility of items of military pay and allowances to state income taxation depends upon the law of the member's state of legal residence. Items of pay and allowances, which are not subject to federal income tax withholding, however, will not be subject to state income tax withholding. Items of pay and allowances subject to FITW will be subject to SITW if the member's state of legal residence has entered into a withholding agreement with the Secretary of Treasury

9. Allowances, except Personal Money Allowance (PMA), considered non-taxable on 9 Sep 86 remain nontaxable. Any allowance created after 9 Sep 86 will be taxable for federal and state income tax purposes unless specified otherwise. PMA is subject to federal and state income tax withholding effective 1 Jul 91.

10. Combat zone exclusion applies to the initial payment and future installment payments of a selective reenlistment bonus associated with a reenlistment or extension of service executed, or attainment of the 15th active duty service anniversary date, while a member is serving in a combat zone or during any part of a month when a member served in a combat zone. Combat zone exclusion does not apply to the payment of initial selective reenlistment bonus payments or installments if the execution of the reenlistment or extension of service, or the attainment of the 15th active duty service anniversary date, occurred any time during a month while a member was not or had not served in a combat zone.

11. The first $3,000 of death gratuity is not taxable. Any amount in excess of $3,000 paid because of any one death is subject to taxation and reported as taxable, but is not subject to withholding. Where more than one person shares the death gratuity, divide the taxable and non-taxable portions equally among all beneficiaries. Where more than one person shares the death gratuity, divide the taxable and non-taxable portions equally among all beneficiaries. Report the income to the IRS and appropriate state taxing authorities using a TD Form 1099-MISC.

12. Federal tax will be withheld at the 28% rate. State tax will not be withheld. The incentive wages will be included in state wages for the applicable state on the member's W-2.

FIGURE 8-1 (cont'd)

STATES HAVING TREASURY AGREEMENTS FOR STATE TAX WITHHOLDING

State	Effective Date
Alabama	1 Jul 77
Arizona	1 Oct 93
Arkansas	1 Aug 81
California	1 Feb 78
Colorado	1 Aug 77
Connecticut	1 Jan 92
Delaware	1 Jul 77
District of Columbia	1 Aug 77
Georgia	1 Jan 79
Hawaii	1 Dec 77
Idaho	1 Jul 77
Indiana	1 Aug 77
Iowa	1 Jul 77
Kansas	1 Jul 77
Kentucky	1 Sep 77
Louisiana	1 Sep 77
Maine	1 Nov 77
Maryland	1 Aug 77
Massachusetts	1 Aug 77
Minnesota	1 Nov 77
Mississippi	1 Jun 78
Missouri	1 Jun 89
Nebraska	1 Sep 77
New Jersey	1 Jul 77
New Mexico	1 Jul 77
New York	1 Jul 77
North Carolina	1 Jul 77
North Dakota	1 May 88
Ohio	1 Sep 78
Oklahoma	1 Sep 77
Oregon	1 Nov 77
Pennsylvania	1 Jul 77
Puerto Rico	1 Jul 89
Rhode Island	1 Aug 77
South Carolina	1 Jul 77
Utah	1 Jul 77
Vermont	1 Jan 90
Virginia	1 Jul 77
Wisconsin	1 Aug 77

FIGURE 8-2

C. Federal Insurance Contributions Act (FICA) Tax.

1. Authority. Effective 1 January 1957 the Servicemen's and Veteran's Survivor Benefits Act of 1956 extended Social Security coverage to members of the Armed Forces, and subjected them to tax deductions as prescribed by the Federal Insurance Contribution Act (FICA). These taxes are imposed on members in order to provide funds for old age, survivors, and disability insurance. Effective 1 January 1966, an additional tax was imposed to provide hospital insurance benefits for the aged. The term "FICA Tax," used in this section includes both Federal Insurance Contribution Act (FICA) and Health Insurance (HI).

2. Wages Subject to Tax. Only basic pay is subject to FICA Tax deductions (this includes any one-time credits of basic pay).

3. Tax Rates. The Payroll Management Guides contain the current and historical FICA Tax rates, as well as the maximum amount of wages subject to tax and the maximum amount of tax which can be withheld per year.

Calendar Year	Basic FICA (%)	+	Medicare Contribution (%)	FICA Total (%)	Cap on wages subject to Social Security	Maximum Social Security Tax
1988	6.06		1.45	7.51	45,000	3,379.50
1989	6.06		1.45	7.51	48,000	3,604.80
1990	6.20		1.45	7.65	51,300	3,924.45
1991	6.20				53,400	3,310.80
1991			1.45		125,000	1,812.50
1992	6.20				55,500	3,441.00
1992			1.45		130,200	1,887.90
1993	6.20				57,600	3,571.20
1993			1.45		135,000	1,957.50
1994	6.20				60,600	3,757.20
1994			1.45		NO MAXIMUM LIMIT	
1995	6.20				61,200	3,794.40
1995			1.45		NO MAXIMUM LIMIT	
1996	6.20				62,700	3,887.40
1996			1.45		NO MAXIMUM LIMIT	
1997	6.20				65,400	4,054.80
1997			1.45		NO MAXIMUM LIMIT	
1998	6.20				68,400	4,240.80
1998			1.45		NO MAXIMUM LIMIT	
1999	6.20				72,600	4,501.20
1999			1.45		NO MAXIMUM LIMIT	
2000	6.20				76,200	4,724.40
2000			1.45		NO MAXIMUM LIMIT	
2001	6.20				80,400	4,984.80
2001			1.45		NO MAXIMUM LIMIT	

EFFECT OF PUNISHMENT, ABSENCE, AND NONPAY STATUS ON FICA TAX

RULE	A	B
	When a member	then
1	is fined by court-martial and the fine is deducted from pay	the amount of the fine is subject to FICA tax and is not deductible from taxable FICA wages
2	is required to forfeit pay as the result of court-martial or nonjudicial punishment	the amount of pay forfeited is not subject to FICA tax and is deductible from taxable FICA wages
3	is absent without leave	the amount of basic pay deducted for this period is not subject to FICA tax.
4	is confined by civil authorities under conditions which require loss of pay	
5	is checked for excess leave	
6	is absent from duty because of injury, sickness, or hospitalization	basic pay earned or credited during such periods is subject to FICA tax.

FIGURE 8-3

D. Nonresident Alien – Tax Withholding.

1. Definition of Nonresident Alien. For purposes of Federal income tax withholding, a nonresident alien is defined as a citizen of a foreign country. There should no longer be any nonresident aliens in the Coast Guard except for cadets attending the Coast Guard Academy. Refer any questions to Commandant (G-WPM).

E. Advance Payment of Earned Income Credit.

1. Authority. The authority for advance payment of Earned Income Credit (EIC) is 26 U.S.C. 3507.

2. Eligibility. A member may be eligible for advance payment of EIC for the current year provided all the following requirements are met:

   a. Annual earned income (which includes all taxable and nontaxable wages) and annual adjusted gross income is less than the annual limit established by the Internal Revenue Service on IRS Form W-5.

   b. If married, must file a joint return or (if eligible) as head of household or qualifying window(er).

   c. Must not be able to exclude any income earned abroad.

   d. At least one child will reside with the member for at least half the year including time when the child is away at school or on vacation and the child will be claimed as a dependent on the member's federal tax return.

F. Recovery of Delinquent Federal Taxes.

1. Authority. The Tax Reform Act of 1975 (Public Law 94-455) changed the Federal Tax Levy provisions. The Internal Revenue Service (IRS) will provide instructions for responding to the Notice of Levy each time a levy is delivered for execution. Each levy will continue in effect until collection is satisfied or until a release order is issued by the IRS. A purpose code "T" allotment may be used to convey payments to IRS if the collection process will remain in effect for 3 or more months. If a member voluntarily arranges with the IRS to pay delinquent taxes via "T" allotment, the member shall execute an agreement with the IRS on IRS Form 2159. Once a voluntary election is effected, the member may not cancel the "T" allotment until the tax indebtedness is completely liquidated.

2. Pay Subject to Levy.

   a. The member's "take home pay", minus exempt amounts claimed via the member's certified claim on part 3 of IRS Form 668-W(c), shall be attached and sent to the IRS. The member's usual pay deductions will continue while the levy is in effect.

b. When the IRS determines that a member's delinquent income tax is a "problem case", the IRS may direct that, since the member's "take home pay" is not enough to pay the levy, all available accrued pay should be attached. In such "problem cases", all items of pay and allowances, including travel allowances and accrued leave settlement paid upon discharge, less exemptions claimed on IRS form 668-W(c), and less deductions and collections prescribed in Figure 11-7, Rules 1 through 8, are subject to levy. Voluntary non-discretionary allotments shall be discontinued if necessary, with the exception of allotments for support of minor children that are authorized in compliance with court orders entered prior to the date of levy. If the amount of the levy does not require stopping all voluntary allotments, the member may select which allotments to be stopped; if the member refuses such selection, the Human Resources Service and Information Center shall stop allotments as necessary, with insurance allotments the last to be stopped.

G. Income Tax Exclusion for Duty in a Combat Zone.

1. Authority. Under the provisions of 26 U.S.C. 112, certain income earned by members of the Armed Forces while in a combat zone designated by the President is not subject to withholding of Federal income tax.

2. Combat Zone Defined.

a. Executive Order 11216, 24 April 1965, designated the following as a combat zone effective 1 January 1964: "Vietnam, including the waters adjacent thereto within the following described limits: from a point on the east coast of Vietnam at the juncture of Vietnam with China southeastward to 21 degrees N. Lat., 108 degrees 15' E. Long.; thence southward to 11 degrees N. Lat., 111 degrees E., Long.; thence southwestward to 7 degrees N. Lat., 105 degrees E. Long.; thence northward to 9 degrees 30' N. Lat., 103 degrees E. Long.; thence northeastward to 10 degrees 15' N. Lat., 104 degrees 27' E. Long.; thence northward to a point on the West Coast of Vietnam at the juncture of Vietnam with Cambodia. The island of Phu Quoc is a part of the territory of Vietnam. Executive Order 13002, 13 May 1996, terminated the above "combat zone" designation as of midnight on 30 June 1996.

b. Executive Order 12744, 21 January 1991, designated the following as a combat zone, including the airspace above such locations, effective 17 January 1991: the Persian Gulf, Red Sea, Gulf of Oman, that portion of the Arabian Sea that lies north of 10 degrees north latitude and west of 68 degrees east longitude, Gulf of Aden, the total land areas of Iraq, Kuwait, Saudi Arabia, Oman, Bahrain, Qatar, and the United Arab Emirates.

c. Public Law 104-117, effective 21 November 1985, authorized combat tax exclusion benefits for members performing services in peace-keeping efforts in Bosnia-Herzegovina, Croatia, and Macedonia.

d. Executive Order 13119 designated the following areas (including the airspace above) as combat zone: the Federal Republic of Yugoslavia (Serbia and Montenegro), Albania, the Adriatic Sea, and the Ionian Sea north of the 39th parallel.

3. Excludable Compensation. Refer to figure 8-1 for items of military pay which are not included in gross income and are exempt from Federal income taxation when member qualities for the combat zone exclusion.

4. Qualification for Combat Zone Exclusion. On and after 1 July 1973, members qualify for combat zone tax exclusion for any month during any part of which they:

   a. Perform Active Service in Combat Zone. These are members in a duty status and those whose permanent duty assignment is in the combat zone.

   b. Are a Prisoner of War or Missing in Action. As a member of the Armed Forces in active service in a combat zone, who there becomes a prisoner of war or missing in action. For the purpose of this section, the member is deemed to continue in active service in the combat zone for the period for which he or she is entitled to such status for military pay purposes.

   c. Qualify for Hostile Fire Pay While Present in Zone. As a result of physical presence in the combat zone, qualify for hostile fire or imminent danger pay under the provisions of chapter 4.

   d. Support Military Operations in Combat Zone While Outside Zone. Perform military duties in areas outside the combat zone in support of military operations in the zone and by reason of such duties qualify for hostile fire or imminent danger pay under the provisions of chapter 4.

   e. Are Hospitalized. Tax exclusion benefits continue when hospitalization or re-hospitalization occur at any place as a result of wounds, disease, or injury incurred while serving in a combat zone or serving under conditions contained in section 8-G-4.d. A member is "hospitalized or re-hospitalized" until member's status as a hospital patient ceases by reason of discharge from hospitalization with orders to report for duty, separation from the service, or retirement. Combat zone, tax exclusion shall not apply to any months beginning more than 2 years after the date of the termination of combat activities in the combat zone. However, with respect to members hospitalized or re-hospitalized as a result of service in the combat zone designated for purposes of the Vietnam conflict, combat zone tax exclusion shall not apply to any month beginning after 31 January 1978.

   f. Are Temporarily Absent. After being assigned to duty in the combat zone, are directed to perform TAD, granted leave, or authorized to depart from the zone for other lawful cause. In instances where the absence extends over a period which includes a full calendar month, credit for the tax exclusion may not be allowed for that calendar month. Also effective 12 November 1970, member who is in the combat zone merely because of being on leave from a duty station not in the zone solely for their own convenience, or who pass over or through the zone in a travel or duty status between points outside the zone are not entitled to tax exclusion unless they qualify under section 8-G-4.c. Travel or duty status for which the exclusion does not apply includes stops or layovers in the combat zone. This section does not apply to members who are assigned to units in the combat zone or who are ordered on official temporary duty to the combat zone.

g. Brief presence in Combat Zone. A member who is present, however brief, in the combat zone on official duty requiring presence in that zone, including the airspace of a combat zone, qualifies for combat zone exclusion for that month. Members on official duty aboard an aircraft whose flight path requires passage through the airspace of the zone are entitled to the exclusion, even though the travel may be between two points both of which lie outside the zone. This provision mirrors the entitlement to hostile fire/imminent danger pay under like conditions (figure 4-6, note 7).

5. Periods for Which Tax Exclusion Does Not Apply. Members who are in the combat zone merely for their own convenience, e.g. while on leave from a duty station not in the zone, are not entitled to the exclusion.

6. Involuntary Tax Withholding Prohibited. Under 26 U.S.C.3401, none of the compensation paid to a member of the Armed Forces during a month in which member is entitled to a combat zone tax exemption is subject to involuntary Federal Income Tax Withholding. Do not withhold income tax involuntarily for any month in which a member is entitled to the combat zone exclusion. However, the income of a commissioned officer (pay grade O-1 and above) which exceeds the maximum monthly enlisted (E-10) basic pay amount, plus the amount of imminent danger pay to which the officer is authorized, is considered taxable wages and is not exempt. Members entitled to combat tax exclusion will not have any federal/state income tax withheld from the exempted amount of their pay. Voluntary withholding is not permitted.

   a. Filing a new Employee's Withholding Allowance Certificate (IRS Form W-4), and

   b. Completing Item 5 only of Form 11-4 to indicate the monthly amount of FITW member desires withheld from pay.

   Note: The combat additional withholding automatically stops when the member leaves the combat zone and loses the tax exclusion.

7. Time Frame for filing Tax Return.

   a. Federal Tax Return. The due date for filing Federal tax returns and declaration of estimated taxes, or the payment of any tax or estimated tax, is automatically postponed without interest or penalty while a member serves in a combat zone. This includes a period of hospitalization outside the United States as a result of injury received while serving in a combat zone. Postponed tax returns must be filed within 180 days after departure from a combat zone or release from hospitalization incident to such duty. This relief is not available to the member's spouse. A statement must be attached to the return indicating to the District Director the date on which combat zone service, or hospitalization outside the United States, as a result thereof, ended. A member should promptly advise the Internal Revenue Service of combat zone status if any attempt is made to require the filing of a return or payment of tax prior to expiration of the authorized postponement.

   b. State Tax Return. The due date for filing State tax returns is regulated by each state. Members serving in a combat zone should contact their state Internal Revenue Service regarding the postponement of filing state tax returns while serving in a combat zone.

8. Tax Abatement in Case of Death.

a. A member who dies in a combat zone, or as a result of wounds, disease, or injury incurred while serving in a combat zone is exempt from any 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 combat zone.

(3) Any such tax for prior years which remains unpaid at date of death.

b. For missing members the date of death is not earlier than the date on which a determination of death is made. The preceding sentence does not cause abatement of taxes for any taxable year beginning:

(1) After 2 January 1978, for service in the combat zone designated for purpose of the Vietnam conflict, or

(2) More than 2 years after the date designated under 26 U.S.C. 112 as the date of termination of combatants activities in any combat zone other than that designated above.

c. Pay earned by a member and unpaid at death plus settlement for unused leave will be reported on Treasury Department, IRS Form 1099 when paid to survivor, beneficiary, or estate of a deceased member. IRS Form 1099 should be annotated as follows:

"Paid by reason of death in a combat zone or as a result of wounds, disease or injury incurred while so serving. See Sections 112, 691, and 692 of the Internal Revenue Code."

Note: In all death cases, amounts paid which represent installments of a bonus payable by reason of a reenlistment during a month member qualified for combat zone tax exclusion should not be included in income reported on IRS Form 1099.

9. Termination Date. In no case will the tax exclusion authorized active duty members extend beyond the effective date specified in an Executive Order terminating the designation of the combat zone.

10. Effect of FICA Tax. The income tax exclusion for duty in the combat zone has no effect on FICA deductions and reporting requirements.

11. Leave Earned While in a Combat Zone. Leave earned by a member in a combat tax exclusion zone is not taxed when that leave is used. The following rules apply:

a. For officers O-1 and above, the total of combat-free wages plus combat-free leave earned during a given month may not exceed an amount equal to the E-10 basic pay rate plus the amount of imminent danger pay payable to the officer.

b. Leave earned in a combat tax exclusion zone is the first leave used by the member after departing the combat tax exclusion zone.

c. Leave earned in a combat tax exclusion zone that is used during a month a member is in a combat tax exclusion status is counted as part of the tax-free wages for that month.

d. Members who have combat leave who do not use such leave prior to separation are entitled to receive the tax benefit when selling leave, as detailed in chapter 10.

12. Selective Reenlistment Bonus Benefit. Combat tax exclusion applies to the initial payment and future installment payment of a SRB associated with a reenlistment or extension executed while a member is serving in a combat zone or during any part of a month when a member served in a combat zone. If possible, it is usually best financially for an SRB eligible member to reenlist or begin serving under an extension during a month when eligible for combat tax exclusion.

Example: A member enlisted in the Coast Guard on 8 August 1992. Due to an extension, their current expiration of enlistment is 7 October 1998. Their specific rating has a Zone A SRB multiple of 2. Since the member was aboard their unit while it was underway in the Persian Gulf from 5 April 1998 to 4 June 1998, they are eligible for both Imminent Danger Pay and Combat Tax Exclusion for the months of April, May, and June 1998. Their commanding officer is authorized to effect early discharge and reenlist the member 3 months prior to their 6th anniversary date (8August 1998) for the purpose of qualifying for a Zone A SRB. If a date selected to effect the early discharge and reenlistment is in June 1998, their SRB payments will be reduced by the portion of unserved service obligation (up through 7 October 1998), but it is not subject to Federal (28%) and state income tax withholding.

CHAPTER 9

PAYMENT OF MILITARY PERSONNEL

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CHAPTER 9. PAYMENT OF MILITARY PERSONNEL

A. Officials Authorized to Make Payments.

1. Personnel Covered. This chapter prescribes policy governing the payment of military pay and allowances to Coast Guard military personnel on active duty (AD).

2. Payments Within The Coast Guard. All payment of pay and allowances shall be authorized by the Human Resources Services & Information Center (HRSIC).

3. Cross Service Payments. In emergency situations, transient and deployed Coast Guard members may be paid by a Disbursing Officer (DO) or cashier of another Government agency.

   a. Payments By Other Armed Services. Disbursing Officers of the Army, Navy, Air Force, and Marine Corps are authorized to pay Coast Guard personnel in emergency situations only. The DO shall forward payment-substantiating documentation to HRSIC (MAS). HRSIC(MAS) shall debit the member's Coast Guard pay account. HRSIC(QA/FR) shall coordinate with the Coast Guard Finance Center reimbursement of the cross-disbursing service and the associated accounting entries.

   b. Payments By State Department Officials. Any State Department officer outside CONUS may make payments to Coast Guard personnel in an emergency, or when such members are assigned to duty with the State Department overseas. The State Department will seek reimbursement by billing Commanding Officer (OGRQ), Coast Guard Finance Center.

4. Methods of Payment. There are three methods of pay delivery:

   a. Direct Deposit to a member's financial institution to be credited to member's account. The Debt Collection Improvement Act of 1996 (Public Law 104-134) mandates the use of direct deposit/electronics fund transfer (DD/EFT) for all salary payments made by Federal agencies on or after 1 January 1999. A member may request a waiver to temporarily receive a check in lieu of direct deposit if direct deposit would impose a hardship on the member or if the member does not have a bank account.

   b. Individually addressed paycheck delivered via regular mail, to a non-work address. The option must be authorized by HRSIC(MAS) upon receipt of a request for waiver of mandatory direct deposit.

   c. Individually addressed paycheck delivered via regular mail, to unit address. This option must be authorized by HRSIC(MAS) upon receipt of a request for waiver of mandatory direct deposit.

B. Regular Payments.

1. What is a Regular Payment. A regular payment covers the amount of pay and allowances accruing to a member during a semi-monthly pay period in addition to any other amount which is authorized to be paid at the end of the pay period.

2. Regular Pay Period. Each month is normally divided into two pay periods. The first period covered the 1st through 15th day of the month and the second period covers the 16th through the last day of the month.

3. Coast Guard Policy. It is the Coast Guard's policy to provide each member of the Coast Guard with prompt and accurate pay service at all times. The Coast Guard automated pay system requires prompt and accurate communication between members, field units, personnel reporting units, and HRSIC.

4. When Payments Are Made. Normally, there will be two regular paydays per month, on the 1st and 15th day of the month. If the payday falls on a Saturday, Sunday, or Federal legal holiday, with the exception of the 1 October payday, payment is authorized on the preceding workday, but not more than 3 days before the scheduled payday; for payrolls falling on 1 October, payment may be made in September if authorized by the Commandant. Other exceptions to payday being on the 1st and 15th of the month are: (1) foreign holidays recognized by U.S. Forces abroad and (2) payments made to members upon separation from the service through retirement or discharge when the last day of active duty falls on a Saturday, Sunday, or Federal legal holiday. If a member dies after receiving an advance payment under this authority, but before the last day of the pay period for which payment is made, recovery of any part of the advance payment is not required (37 U.S.C. 1006(h)).

   a. Payday Problems. When regular payday problems occur, immediate and direct command contact shall be made with the PERSRU that is servicing the unit. The PERSRU may subsequently contact HRSIC if the problem remains unsolved.

   b. Hardship Cases. Emergency pay procedures provided for in section 9-C and/or Coast Guard Mutual Assistance/Morale Funds shall be utilized as appropriate to minimize any financial hardship to Coast Guard members.

C. Special Payments.

1. What is a Special Payment. In addition to making regular semimonthly payments, HRSIC has the authority and ability to make certain special payments through the Department of Treasury. A special payment is a payment of accrued pay and allowances not paid on a regular semimonthly payroll. Special payments include payments authorized between regularly scheduled paydays and corrected direct deposit regular payments.

2. Approval of Payment. All special payments under PMIS/JUMPS will be authorized by HRSIC.

D. Advance Payments.

1. Authority. 37 U.S.C. 402, 403, 405 and 1006 authorize members on active duty to receive advance payments under certain conditions.

2. Command Oversight. Commanding Officer(CO)/Officer In Charge(OIC) oversight is an important responsibility in the advance pay program. The command shall ensure that the member is aware of the options available to ease the possible financial burden of a PCS move. An advance of pay is one such option. Receiving an advance of pay, the potential exists for personal financial hardship, the result of a reduced monthly paycheck over the repayment period, is of significant importance. It is the command's responsibility to ensure that the member is aware of the intent of an advance of pay, particularly for expenses outside of the program's scope. An advance of pay is not intended to provide funds for such items as investments, vacations, or the purchase of consumer goods that are not the result of direct expenses resulting from the member's PCS orders.

3. Types and Conditions for Payment. Members on active duty may request and receive the following type of advance payments under the conditions indicated:

   a. Pay Only. The purpose of an advance of pay associated with a permanent change of station (PCS) move is to provide a member with funds to meet the extraordinary expenses of a Government ordered/authorized relocation. It is intended to assist with reimbursements and expenses incurred in a duty location change that are not typical of day-to-day military living. The request for advance pay will be processed by the PERSRU upon receipt of the Advances Worksheet, CG HRSIC-2010. For members E-4 and below, advance pay requests must be approved by the CO/OIC. Advance pay is authorized for members under the following conditions:

      (1) When the PCS orders transfers the member out of their unit's Military Housing Area (MHA), and the member is issued government funded travel and household goods movement entitlements.

      (2) When the PCS orders the member to a unit within their current Military Housing Area (MHA), advance pay is only authorized when a household goods move is authorized at Government expense in accordance with the JFTR (such as a directed move out of government or leased family quarters). Temporary duty en-route does not preclude payment (37 U.S.C. 1006(a)).

      (3) Advance pay may be authorized for a humanitarian, unilateral, or mutual exchange of station transfer, only when the PCS transfers the member out of their unit's MHA. Commands are to use discretion in approving an advance pay request when transfers under these type orders are to an adjacent MHA (Example: Washington, DC to Baltimore, MD, or San Francisco, CA to Alameda, CA).

      (4) Serving on a vessel which has a change of homeport.

      (5) Ordered to active duty of 140 days and greater.
      See notes on next page.

Notes: The advance of pay may not be paid prior to 30 days before departing on PCS orders, or more than 90 days before departing except when justified by extenuating circumstances and approved in writing by the member's CO/OIC. Also, the advance pay may be paid not later than 60 days after the member reports to the new PDS, or 60 days after the vessel arrives at the new homeport.

A commanding officer/officer in charge may approve a member's request for advance pay up to 180 days after the member's reports to the new PDS or new homeport when the member requires an extended period of time to acquire permanent quarters in the local community and/or the member's dependents arrive at the new PDS or new homeport at least 30 days after the member. When a member is requesting advance pay between 61 and 180 days after reporting to the new PDS, the request must be in writing and state the reason for the request. The CO/OIC must approve the request in writing. This approval authority may not be delegated. Both the member's written request and the command's written approval shall be maintained in their PERSRU PDR until the advance is fully liquidated.

b. Pay and Allowances. 37 USC 1006(b) authorizes advance pay and allowances to be paid to military members who are on duty at a distant station or onboard a deployed vessel, and the member's assignment precludes the member from being paid regularly. Because of the availability direct deposit, it is normally unnecessary for Coast Guard members to receive advance pay and allowances.

c. Basic Allowance for Subsistence (BAS) or Separate Rations (SEPRATS). Advance payment for these two allowances are not authorized.

d. Leave Rations. Advance payment is not authorized.

e. Overseas Housing Allowance (OHA), Interim Housing Allowance, and BAH in Conjunction with Overseas Assignment. Advance payment of OHA, interim housing allowance, and BAH is authorized for payment of advance rent, security deposits, and/or initial expenses incident to occupying other than Government housing. The advance may be made at any time during a member's tour at the station concerned. It may also be authorized when a member has located housing incident to PCS orders. The request for the advance will be processed by the PERSRU upon receipt of the Advances Worksheet, CG HRSIC-2010. Requests for this advance must have command approval on the worksheet. The Worksheet is found in Enclosure (1) of the Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

f. BAH. Advance payment of BAH is authorized for payment of advance rent, security deposits, and/or initial expenses incident to occupying other than Government housing. The advance may be made at any time during a member's tour at the station concerned. It may also be authorized when a member has located housing incident to PCS orders. The request for advance BAH will be processed by the PERSRU upon receipt of the Advances Worksheet, CG HRSIC-2010.

4. Amount Payable. In no case shall the amount advanced exceed that which can be liquidated within the member's remaining obligated service. The amount payable in advance is in addition to accrued entitlements due on the date of payment. The amounts payable by type of advance are:

   a. Pay Only. An amount not to exceed 3 months basic pay less:

      (1) Federal, State, and FICA tax withholding.

      (2) SGLI.

      (3) Monthly repayment amount of all known debts (whether scheduled or unscheduled for collection, including previous unliquidated advances).

   b. Pay and Allowances. An amount not to exceed three months' basic pay and allowances less:

      (1) Federal, State, and FICA tax withholding.

      (2) SGLI.

      (3) Total of all allotments in force.

      (4) Monthly repayment amount of all known debts (whether scheduled or unscheduled for collection, including previous unliquidated advances).

   c. Overseas Housing Allowance (OHA), Interim Housing Allowance, and BAH in Conjunction with Overseas Assignment. The amount to be advanced will be determined on the basis of housing expenses and the authorized OHA, interim housing allowance, and BAH. Housing expenses must be documented to include copies of the lease, utility company statement(s), and any other pertinent documentation available. The member's ability to repay an advance, considering other advances of pay which may have been made and any recurring pay deductions, will be considered in determining the amount of the advance. In no case will the advance payment exceed one year's anticipated housing expenses, or one year's OHA, interim housing allowance, and BAH accruable for the member at that station, whichever is less. Expenses identified by a member that will be used in the purchase of any real estate or living accommodations will not be considered as a basis for authorizing or determining the amount of the advance.

   d. BAH. The amount to be advanced will be determined on the basis of housing expenses and the authorized BAH. Housing expenses will be documented to include copies of the lease, utility company statement(s), and any other pertinent documentation available. The member's ability to repay the advance, considering other advances of pay which may have been made and any recurring pay deductions, will be considered in determining the amount of the advance. In no case will the advance payment of BAH exceed the anticipated housing expenses, or the total of three months BAH expected to be accrued by the member, whichever is less.

5. Liquidation. Advances must be liquidated as follows and in no case can the liquidation period exceed the member's current contract:

a. Advance Pay Only.

(1) The amount of the advance can be liquidated over a minimum period of one month to a maximum of 12 months starting with the first day of the month following the month in which the advance was paid. Any allotments, other than "I" or "D" allotments, that will prevent liquidation within 12 months shall be stopped. An advance of pay shall not be made in an amount which will require stoppage of "D", "N", or "I" allotments. After the payment of an advance, no allotments shall be registered which would prevent liquidation within 12 months.

(2) A member can request liquidation for a period greater than 12 months, but not to exceed 24 months, when the PCS move causes unusually large expenses and repayment within 12 months would create a severe personal financial hardship. The request must be approved in writing by the member's CO/OIC and may be requested prior to PCS transfer**.** This approval authority may not be delegated. The member must submit the request in writing and the request must contain sufficient information to fully justify the severe personal financial hardship caused by the PCS move. Both the member's written request and the command's written approval shall be maintained in the member's PERSRU PDR until the advance is fully liquidated**.**

b. Advance Pay and Allowances. This advance is liquidated as accrued, and is not permitted while on Direct Deposit.

c. Advance Overseas Housing Allowance (OHA), Interim Housing Allowance, and BAH in Conjunction with Overseas Assignment. Liquidation will normally be at a rate of not less than equal monthly installments of one-twelfth of the amount advanced, per month for the next 12 months starting with the first day of the month following the month in which the advance was paid. When justified and documented by the member and authorized by the member's CO/OIC, the beginning of collection action may be postponed for up to three months after the advance is made. The CO/OIC cannot delegate this authority. When justified and documented by the member and endorsed by the member's CO/OIC, Commandant (G-WPM-2) can authorize repayment over a period of more than one year, but not to exceed the member's tour at the station concerned. In no case will a repayment schedule be established that extends beyond the member's obligated service. Action to recoup any advance made under this paragraph in lump sum will be taken immediately upon receipt of information that the member has vacated the housing for which the advance was made.

d. Advance of BAH. Liquidation will be at a rate of not less than equal monthly installments of one-twelfth of the amount advanced, per month for the next 12 months starting with the first day of the month following the month in which the advance was paid. When justified and documented by the member and authorized by the member's CO/OIC, the beginning of collection action may be postponed for up to three months after the advance is made. The CO/OIC cannot delegate this authority. Action to recoup in a lump sum any advance made under this paragraph that has been returned to the member by the landlord will be taken immediately upon receipt of information that the member has vacated the housing for which the advance was made. Any balance of an advance not returned by the landlord may be liquidated in monthly installments, if desired by the member, for a period over the balance of the months remaining on the existing loan repayment schedule.

e. Liquidation of Advance Pay when PCS Orders are Cancelled. PCS orders are issued with the full intention of the member executing them. When advance pay is authorized and received and the PCS orders are subsequently cancelled, the liquidation of the advance pay may continue as indicated in section 9-D.5.a. A liquidation period of greater than 12 months is not authorized.

E. Payments To Mentally Incompetent Members.

1. Authority. Pay and allowances accruing to a member who has been declared mentally incompetent may be paid only to the appointed guardian, committee, trustee, or other legal representative of the member, as authorized by 37 U.S.C. 601-604.

2. Payment to Trustee. Any payments on behalf of a mentally incompetent member to a designated trustee(s) are a complete discharge of the obligation of the United States as to amount paid.

3. Restriction Against Acceptance of Fees. A person serving in a legal, medical, fiduciary, or other capacity may not demand or accept a fee, compensation, or other charge (except bonding fee) for any service performed in administration of a mentally incompetent member's account.

F. Emergency Payments to Dependents In Event of Evacuation.

1. Authority. 37 U.S.C. 1006(c) authorizes an advance of pay to Coast Guard members who are on duty outside the United States or other place designated by the President when the member or dependents are ordered evacuated by competent authority. For additional information see JFTR Chapter 6.

2. Purpose of Advance. The funds advanced are not additional pays, allowances, or gratuities and will be charged against the member's regular pay. The advance is intended to cover cost of travel, subsistence, and other essential expenses of the dependents during the evacuation process.

3. Who May Be Paid. Payments may be made to the member on behalf of the dependents, or directly to the dependent previously designated by the member. The member does not have to be present in order for the payment to be made to the dependent.

   a. How much May Be Paid. Payment may not exceed two months of the member's basic pay (net of any forfeiture and Montgomery GI Bill deduction). A lesser amount may be designated by the member. Payment may be made in one lump sum or two installments.

   b. When Payable. Advance payments may be made on behalf of the evacuated dependents only when a general evacuation of all military dependents is ordered by an area military commander, State Department official, or other authorized United States official.

   c. Liquidation of Advance. The advance will be liquidated over a 12 month period, commencing on the first day of the month following payment of the advance(s). When authorized by Commandant (G-WPM-2), the liquidation period may be extended up to 24 months; however, in no case will the liquidation period exceed the member's expected date of separation.

   d. Waiver of Advance. Commandant (G-WPM-2) may waive the right of recovery of not more than one month's basic pay advanced under this section when recovery of the advance would be against equity and good conscience or against the public interest.

   e. Dependents of Other Service Members. Chapter 13 of this Manual prescribes authority for payment to dependents of Army, Navy, Marine Corps, and Air Force members.

G. Claim for Basic Allowance for Housing (BAH) by Dependent of Member who Dies in the Line of Duty.

1. Authority. Under the provisions of 37 U.S.C. 403(1)(2) dependents of any member who dies on active duty are entitled to 180 days of quarters allowance (BAH), at the rate for the members duty station when one of the following conditions exists:

   a. The dependents do not occupy government quarters on the date of death.

   b. The dependents are occupying government quarters on a rental basis on the date of death.

   c. The dependents vacate government quarters within 180 days of the member's death.

   d. The dependents cannot be claimed by another member for BAH.

2. Termination of Allowance. The allowance terminates 180 days after the date of the member's death.

3. Member Killed by a Dependent(s). When a member is killed by a dependent(s), the allowance is not payable to that dependent(s), unless there is evidence which clearly absolves said dependent(s) of any felonious intent (55 Comp Gen 1033).

4. Order of Payment. Payments to the surviving dependents will be made in the following order:

   a. Current spouse (not including a military spouse eligible to receive quarters allowance for the same dependents as the deceased member.);

   b. If there is no current spouse, the housing allowance will be divided equally among the dependents on whose behalf the member was entitled to receive with-dependents BAH.

   Note: Payments under this section are not subject to collection against debts due the United States from the deceased member.

H. Members Missing, Captured, or Interned.

1. Authority. 37 U.S.C. 551-558 governs entitlement to pay when a member is officially declared to be missing, missing in action, interned in a foreign country, captured, beleaguered, or besieged by a hostile force, or involuntarily in a foreign country. Additional instructions are contained in section 11-A, Personnel Manual, COMDTINST M1000.6 (series).

2. Entitlement to Pay and Allowances. A member is entitled to receive or have credited to his/her account continued pay and allowances under this section if on active duty (AD) or Inactive Duty Training (IDT) and declared absent under the conditions of section 9-H-1. This includes pay and allowances to which entitled when the missing status began or to which the member becomes entitled later. This right is not affected by the fact that the member had not actually been paid before entering the missing status. When a member has been in a missing status, and no official report of death or circumstances of his/her absence has been received within 12 months, the member's case must be fully reviewed before the members pay and allowances may be continued beyond 12 months.

   a. Types of Pay and Allowances. The types of pay and allowances which continue during missing status are:

      (1) Basic pay.

      (2) Special pay.

      (3) Hostile Fire or Imminent Danger pay, if the member qualified immediately before entry to a missing status.

      (4) Incentive pay for hazardous duty.

      (5) BAS. Enlisted members are entitled to rate payable when rations in kind are not available (52 Comp Gen 23).

      (6) BAH, including BAH at the without dependents rate for those members without dependents (52 Comp Gen 23).

      (7) Family Separation Housing Allowance(FSH) (44 Comp Gen 657).

(8) FSA(44 Comp Gen 127). A member may qualify for FSA-T while in a missing status if the continuous period of more than 30 days is completed after missing status commences (45 Comp Gen 633).

(9) Station per diem allowances (COLA and OHA) for no more than 90 days.

b. Exceptions. Travel per diem and clothing monetary allowances do not accrue during a missing status even though a member was entitled to them when the missing status began.

c. Change in Entitlement. Entitlement continues for the duration of the missing status, provided there is no change in conditions upon which the pay and allowances are based (23 Comp Gen 895).

d. Reserve Member on Training Duty. Pay and allowances for a Reserve member performing active duty for training (all types) or inactive duty training (IDT – including nonpay or Appropriate Duty) will be that to which the member would have been entitled if performing active duty with pay in excess of 139 days.

3. JUMPS Account. HRSIC will continue credit of pay and allowances until evidence of death is received or until member is returned to Coast Guard jurisdiction. Any balance due a member who is officially declared dead will be paid to the designated beneficiary.

4. Allotment From Pay. Allotments which are in effect at the time of absence will be continued. Commandant (G-WPM-2) may authorize HRSIC to start, stop, resume, increase, or decrease allotments where circumstances so warrant in the interest of the missing member, dependents, or the Government.

5. SGLI premium Deductions. Deduction from pay for SGLI premiums, as appropriate, will continue as long as the member is in a missing status.

6. Payments Received. An account may not be charged or debited with an amount that a member captured, beleaguered, or besieged by a hostile force may receive or be entitled to receive from or have placed in the member's credit by the hostile force as pay, allowances, or other compensation.

7. Tax Withholding. FICA tax deduction will continue during the missing status. Federal and state tax withholding will also continue while in a missing status except for any month during which a member is qualified for combat zone exclusion (26 U.S.C. 112(d)).

I. Suggestion Awards, Insignia, and Cash Prizes.

1. Regulations. 10 U.S.C. 1124 authorizes the payment of a cash award to a member of the Armed Forces who by member's suggestion, invention, or scientific achievement contributes to the efficiency, economy, or other improvement of operations or programs relating to the Armed Forces.

CHAPTER 10

SEPARATION PAYMENTS AND CLAIMS

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CHAPTER 10. SEPARATION PAYMENTS AND CLAIMS

A. Lump Sum Leave (LSL) Payment for Unused Accrued Leave.

1. Authority. 37 U.S.C. 501, as amended, authorizes the payment of LSL.

a. Who May Be Paid.

(1) A member who is discharged from active service under honorable conditions unless the member continues on active duty (AD) under conditions which require accrued leave to be carried forward. Also an enlisted member who voluntarily extends an enlistment for the first time may elect payment for unused accrued leave. Effective on 10 February 1976, members may be paid for no more than 60 days, see section 10-A-1.a.(2) for exceptions, of accrued leave during the member's military career. Payments for accrued leave made before this date are excluded from the 60 day limitation. Effective 14 July 1976 a member eligible for an accrued leave settlement may elect to receive payment for a portion of the accrued leave, not to exceed a career total of 60 days, and carry the remaining accrued leave forward to a new or extended enlistment. Figures 10-1 through 10-4 are rules for determining whether a member may be paid for accrued leave. Payment for leave must be exact; half-days are not rounded. **Example**: A member entitled to 59-1/2 days shall be paid for 59-1/2 days, not 60 days.

(2) Members Serving in Support of a Contingency Operation. The term "contingency operation" means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an opposing military force, or results in the call or order to, or retention on active duty of members of the uniformed services under 10 U.S.C. 672(a), 673, 673(b), 673(c), 688, 3500, 8500, or any other provision of law during a war or during a national emergency declared by the President or Congress. Effective 5 December 1991, accrued leave sold is not added to the career leave total and the 60 day limitation does not apply to:

(a) Unused leave accrued by a member while serving on active duty in support of a contingency operation who dies as a result of an injury or illness incurred while serving on active duty in support of a contingency operation, or

(b) Unused leave accrued while serving on active duty in support of a contingency operation. This applies to members of the:

1. Reserve Components;
2. Retired Reserve; and
3. Retired Regular

2. Who is Entitled to Payment. All members with accrued leave are entitled to payment of LSL when discharged. Enlisted members are also eligible for payment in the following cases:

   a. When accepting an appointment to one of the Service academies. Although the member is not actually separated from active service, the date prior to the date member accepts the appointment is constructively the date of discharge (36 Comp Gen 334).

   b. When extending an enlistment for the first time (48 Comp Gen 127). Refer to section 1.G, Personnel Manual, COMDTINST M1000.6 (series). The date of discharge is the date member's current enlistment would have expired had no extension been made. No payment is allowed for a second or subsequent extension.

   c. When discharged for the purpose of immediate reenlistment in any branch of the Armed Forces and the discharge occurs within 3 months of the date the member's enlistment or extended enlistment would have expired. Effective 5 October 1999, members discharged more than 3 months prior to expiration of the member's enlistment may sell leave.

   d. When member is ordered home awaiting disciplinary action ((HADA), also referred to as appellate leave), the member has the option of using accrued leave or being paid for LSL prior to departing for home awaiting results of the appeal process.

3. Who May Not Be Paid. The following members are not entitled to LSL for unused, accrued leave;

   a. An enlisted member discharged prior to expiration of an enlistment for the purpose of enlisting, re-enlisting, or accepting an appointment in the Regular Coast Guard. See section 10-A-2.c. for exception.

   b. A member separated under other than honorable conditions.

   c. A Reserve member on ADT without pay.

   d. A member on AD or ADT for a period of less than 30 consecutive days.

   e. A member transferred to the retired list but retained on continuous AD after transfer.

   f. A Coast Guard Cadet.

   g. A member discharged for fraudulent enlistment.

   h. A member who serves less than 30 days on AD.

4. Determination of Unused Leave Balance. Leave is accrued through the discharge date. Observe the following rules in determining the unused leave balance:

   a. Awaiting Orders.

      (1) If the member is placed on the retired list for physical disability (including temporary physical disability), compute the unused leave balance and reduce this balance to no less than zero by subtracting the number of days spent in a "Home Awaiting Orders Status."

      (2) No leave is earned by a member while in an HADA status unless conviction is overruled.

   b. Travel Time. If the member is entitled to travel time to home, compute unused leave balance through:

      (1) The constructive date of release from AD based on the travel time authorized by the orders.

      (2) The period of authorized travel time to a port of embarkation (POE) from which Government transportation is to be furnished, if travel is to a place outside CONUS. HRSIC (SES) will recompute the unused leave balance as of the actual date of release and credit any additional LSL due.

5. Leave Not Counted as Service. The number of days unused leave for which LSL is made is never counted as service.

6. Computation of Payment.

   a. Settlement for leave accrued as of 31 August 1976 will include:

      (1) Officers.

         (a) Basic pay at the rate applicable on the date of discharge.

         (b) BAS at the rate applicable on the date of discharge.

         (c) BAH-II at the with or without dependents rate applicable on the date of discharge. Entitlement accrues even if the officer is not receiving payment of BAH-II on the date discharged (28 Comp Gen 423).

         (d) PMA at the rate applicable on the date of discharge.

(2) Enlisted.

(a) Basic pay at the rate applicable on the date of discharge or day before the day the first extension of enlistment became operative.

(b) BAS at the rate of $.70 per day.

(c) BAH at-the rate of $1.25 per day for members in pay grades E-5 through E-9 with dependents. Entitlement accrues even though the member and/or dependents may occupy public quarters on the date of discharge.

b. Settlement for leave accrued after 31 August 1976 includes basic pay only (37 U.S.C. 501(h)).

c. Leave accrual and use of combat zone-earned leave is computed the same as 10-A-6.b. For each month in which a member serves, for any period of time, in a designated combat zone, the total month's accrual is identified as combat zone-earned leave.

7. Taxability and Withholding Tax on Accrued Leave Payment.

a. Lump-sum payments of accrued leave, exclusive of allowances, are normally subject to taxation and withholding tax.

b. Payment for any leave that accrued while serving in a designated combat zone which remained unused at separation is excluded from Federal taxation (and state taxation where applicable) under the conditions set forth by section 8-G and is not subject to Federal or state income tax withholding. Payment does not have to be received during a month in which the member qualified for the exclusion. However, a commissioned officer's exclusion may not exceed the monthly limitation which was not previously used by monthly exclusions that were attributable to the same periods of service.

8. Payment of LSL. LSL payment normally is paid on date of discharge. Exception: If LSL is paid in connection with reenlistment or first extension, payment will be included in the end of month pay following successful processing of PMIS/JUMPS transactions. In the case of Reserve and recalled retired members who are entitled to travel time, make payment on date of detachment from the separating activity.

9. Offsetting Indebtedness. All items of the LSL payment may be used to liquidate debts to the U. S. Government.

10. Payment to Survivors. Beginning on 10 February 1996, if a member dies while on active duty (or if a member or former member dies after retirement or discharge, but before receiving payment of accrued leave), payment for accrued leave has been based upon the unused accrued leave that he or she carried forward into the leave year in which deceased plus the unused leave that accrued to the deceased during that leave year. In such cases, the limitation payment for more than 60 days leave accrual discussed in section 10-A-1, above, does not apply.

PAYMENT OF ACCRUED LEAVE – OFFICERS AND ENLISTED MEMBERS
SEPARATION WITHOUT IMMEDIATE REENTRY ON ACTIVE DUTY

RULE	A	B	C
	If a member has been on active duty (AD) 30 or more consecutive days and	and	then accrued leave is
1	is discharged (including as a result of resignation)	separation is under honorable conditions (note 1)	payable. (notes 2 and 7)
2	is released from AD (note 3)		payable (notes 2, 4, and 7)
3	retires		payable (notes 2, 5, and 7)
4	is discharged for fraudulent enlistment		not payable. (note 6)
5	is released from duty because of void enlistment		
6	is discharged from service as a cadet or midshipman at a service		
7	dies on or after 28 Aug 1965 while on AD	member is not put to death as lawful punishment for a crime	payable to beneficiary with other unpaid pay and allowances. (note 7)

Notes:

1. If member is discharged or relieved from AD because of expiration of term of service and is under investigation as an alleged security risk, do not pay accrued leave until investigation is completed and the character of the discharge determined. If discharge is under honorable conditions, accrued leave may then be paid.

2. The period when a member is home awaiting further orders in connection with physical evaluation board proceeding is charged as leave to the extent that leave is available, beginning with the day after the member arrives home or the day after constructive travel time ends, whichever is earlier. Limit payment to accrued leave remaining at time of retirement or discharge (see note 4 for exception). Authorized absence under these circumstances in excess of accrued leave is not chargeable as leave.

3. A period of AD as a Reserve member meets the 30 day requirement if it covers 30 or more consecutive days even though it may be directed by more than one order covering unrelated duties.

4. If a Reserve member is entitled to pay and allowances during a disability period after member's specified tour of AD has expired, the period after that expiration date is not included in the period for which accrued leave is paid.

5. Member may not take accrued leave in lieu of payment beyond the effective date of retirement.

6. This rule does not apply when an individual inducted or enlisted into the service is discovered by service medical authorities to have been medically unfit for induction at the time of entrance into the service and the individual is released from military control for such reason.

7. On and after 10 Feb 1976. a member may be paid for a maximum of 60 days of accrued leave during a military career. See sections 10-A-l.a.(2) and 10-A-10 for exceptions.

FIGURE 10-1

PAYMENT OF ACCRUED LEAVE – OFFICERS
SEPARATION WITH IMMEDIATE REENTRY ON ACTIVE DUTY

RULE	A	B	C	D
	If	has been on active duty for 30 or more consecutive days and is	and	then accrued leave is
1	an officer	retired	immediately reenters on AD	not payable. (note 1)
2		separated on a day other than the end of the specified period of AD, for the purpose of reentering on AD in any status within any uniformed service		
3		transferred to a different uniformed service by separation and immediate reappointment	immediately enters AD with the other service	
4		separated for having failed selection to a higher grade	immediately reenters on AD in an enlisted status	payable. (notes 2 and 3)
5	a Reserve officer	released from AD under honorable conditions under 10 U.S.C 681 or similar laws authorizing release of Reserve at convenience of the government, not for the purpose of reentering active service	immediately reenters on AD (including AD in enlisted or warrant officer status) for the purpose of retirement	payable. (note 3)
6		released from AD under honorable conditions at end of a specified period of time member agreed to or was obligated to serve	immediately reenters on duty	payable. (note 3)
7	an officer	a temporary officer whose enlistment has expired	discharged from officer status, and immediately reenlists as an enlisted member.	payable at rate of pay of rank held at time of reversion. (note 3)

Notes:

1. When transfer is to or from the Public Health Service accrued leave is payable and will be paid by the service effecting the separation.

2. Officers, who after notification of an impending discharge, resign for the purpose of continuing a military career are not entitled to payment of accrued leave.

3. On and after 10 Feb 1976, a member may be paid for a maximum of 60 days of accrued leave during a military career. See section 10-A-1.a.(2) for an exception.

FIGURE 10-2

PAYMENT OF ACCRUED LEAVE – ENLISTED MEMBERS
SEPARATION WITH IMMEDIATE REENTRY ON ACTIVE DUTY (AD)

RULE	A	B	C
	If an enlisted member has been on active duty (AD) for 30 or more consecutive days	and	then accrued leave is (note 1)
1	Is separated under honorable conditions upon expiration or is released from AD under honorable conditions at the end of a specified period of time the member agreed to serve or was obligated to serve (notes 2, 4, and 5)	immediately reenlists or immediately reenters on active duty	payable.
2	is separated before expiration of normal term of service or obligated period of duty for the specific purpose of enlisting or reenlisting (note 3 & 4)		
3	is discharged for the purpose of enlisting or accepting a commission or appointment as warrant officer in any uniformed service		not payable.
4	enlistment is extended		see figure 10-4.
5	extension of enlistment is cancelled before or during service under the extension		
6	is retired	continue on or is recalled to active duty	not payable.
7	accepts an appointment as a cadet or midshipman without being discharged from enlisted status	enters on duty as a cadet or midshipman	payable as though member was discharged on day before the date appointment was accepted.

Notes:

1. On and after 10 Feb 1976 a member may be paid for a maximum of 60 days of accrued leave during a military career. See section 10-A-l.a.(2) for an exception.

2. A member is considered as discharged upon expiration of enlistment if discharged not more than three months before the normal date of normal expiration date of the enlistment (effective 2 Jan 1968). The date of normal expiration of enlistment is excluded in computing the three-month period.

3. A member is not considered as having been discharged for the purpose of enlisting or reenlisting if discharge occurs not more than three months before the normal expiration date of the extension period (effective 2 Jan 1968). The date of normal expiration of the extension period is excluded in computing the three month period.

4. Effective 5 Oct 1999, members discharged more than 3 months prior to expiration of enlistment may sell leave.

5. An extension of the active duty obligation does not create an entitlement under this rule.

6. A Reserve member who is discharged for the purpose of immediately reenlisting in the Regular component or Reserve component of the same Service before the end of a specified period of time member agreed to serve or was obligated to serve is considered as discharged upon expiration of enlistment only if the date of release is not more than three months before the normal expiration date of the Reserve enlistment under which the active service is being performed (effective 2 Jan 1968). The date of normal expiration of enlistment is excluded in computing the three month period.

FIGURE 10-3

PAYMENT OF ACCRUED LEAVE – ENLISTED MEMBERS
EXTENSION OF ENLISTMENT:
DISCHARGE AND REENLISTMENT BEFORE EXTENSION IS COMPLETED

RULE	A	B	C	D
	If	has been on active duty for 30 or more consecutive days and	and member	then accrued leave is (note 1)
1	an enlisted member	enlistment is involuntarily extended	continues on AD in extension period	not payable until discharge
2		voluntarily first extends enlistment, regardless of duration of extension		payable on day before effective date of extension (leave accrued during extension is paid on discharge after extension is completed (note 2)
3	any enlisted member has been involuntarily extended	is separated under honorable conditions upon expiration of the involuntary extension of enlistment	immediately reenlists	payable.
4		is separated under honorable conditions, before extension period expires, for purpose of reenlisting		payable.
5	an enlisted member who has voluntarily extended the enlistment	extension is cancelled before service under it begins and member is discharged under honorable conditions, at normal expiration of enlistment (note 3)		payable.
6		extension is cancelled after service under it begins and member is discharged under honorable conditions, for purpose of reenlisting (notes 4 & 5)		not payable.

Notes:

1. On and after 10 Feb 76 a member may be paid for a maximum of 60 days of accrued leave during the member's military career. See section 10-A-1.a.(2) for an exception.

2. No payment can be made on second or subsequent extensions.

3. A member is considered as discharged upon expiration or enlistment if discharged not more than three months before the normal expiration date of the enlistment (effective 2 Jan 68). The date of normal expiration of enlistment is excluded in computing the three-month period.

4. A member is not considered as having been discharged for the purpose of reenlisting if discharge occurs not more than three months before the normal expiration date of the extension period (effective 2 Jan 68). The date of normal expiration of the extension period is excluded in computing the three-month period.

5. Effective 5 Oct 99, members discharged more than 3 months prior to expiration of enlistment may sell leave.

FIGURE 10-4

B. Unpaid Pay and Allowances Due Deceased Members.

1. Authority and Order of Payment. 10 U.S.C. 2771, states that unpaid pay and allowances due a deceased member will be paid to any person or persons in the following order of precedence.

   a. Designated beneficiary(ies) on the BAH/Dependency/Emergency Data Form (CG-4170A).

   b. Surviving spouse.

   c. Children and their descendants, by representation.

   d. Father and mother in equal parts or, if either is deceased, the remaining survivor.

   e. Legal representative.

   f. Person entitled under the law of the domicile of the deceased member.

2. Claim Process. The proper beneficiary shall submit SF Form 1174, "Claim for Unpaid Compensation of Deceased Member of the Uniformed Services" to HRSIC (SES) for settlement. HRSIC(SES) will settle the claim as described in Title 4, GAO Manual for Guidance of Federal Agencies, chapter 4 (4 GAO 4).

C. Claims for Military Pay.

1. Basis for Claim. Normally, a member is paid all pay and allowances on a current basis. Occasionally, a claim will have to be filed for pay believed due the member. A claim must be specific and supported by all available pertinent documents.

   a. Member on Active Duty. Send claims to HRSIC (MAS).

   b. Member not on Active Duty. Separated members and members who will be separated before the claim can be resolved, submit their claim to HRSIC (SES) on DD Form 827, "Application for Arrears in Pay." If DD Form 827 is not available, the claim may be submitted by letter. The member must sign each claim. In either case, the member must attach all documents necessary to support the claim.

2. Records Correction. The Board for Correction of Military Records (BCMR) may correct a member's records and the correction may result in entitlement to additional pay. 10 U.S.C. 1552 authorizes payments arising from BCMR action. HRSIC (SES) settles all such payments. Civilian earnings during the period covered by the BCMR action will be deducted (offset) from the amount due the member. (56 Comp Gen 587 and 57 Comp Gen 554.)

3. Claims for General Accounting Office (GAO). Members who have claims against the United States must first submit the claim to Commandant (G-WPM) via HRSIC(SES). Then, if not satisfied with the result, the member must request the matter be submitted as a claim to GAO, Washington, DC, for settlement. Claims settled by GAO include:

   a. Claims involving doubtful questions of law or fact.

   b. Claims required by statute, regulation, or Comptroller General Decision to be settled by GAO.

   c. Other claims forwarded to Commandant.

4. Finality of Settlement.

   a. If a claimant accepts and cashes a GAO claim check as payment of a claim, they lose the right to challenge any part of the claims.

   b. If a claimant wants to challenge the GAO settlement, they must return the check and ask the Comptroller General to review the claim. This request must go to the Comptroller General via Commandant (G-WPM).

   c. If a claimant accepts a BCMR action settlement statement and accepts and cashes the BCMR settlement check, they lose the right contest the BCMR settlement.

D. Discharge Gratuity.

1. Authority. 14 U.S.C. 481 and 10 U.S.C. 1048 authorize paying a discharge gratuity, not to exceed $25.00, to enlisted members who receive a dishonorable discharge, bad-conduct discharge, any other discharge for the good of the service or discharge for fraudulent enlistment, if the member being discharged would be without funds to meet immediate needs.

2. How Much May Be Paid. The gratuity payable is an amount which, when added to other funds due the member or in member's possession at time of discharge, will total $25.00, excluding mileage allowance.

3. Taxability. Discharge gratuity is not taxable.

E. Travel Allowance on Separation. See Joint Federal Travel Regulations (JFTR), paragraph U5125.

ENTITLEMENT TO DISCHARGE GRATUITY

RULE	A	B	C	D	E	F
	If	is	and	and	and	then
1	an enlisted member of the USCG	discharged under other than honorable conditions	discharge is not for returning member to another branch of the Armed Forces on account of absence without authority from that branch	the member is present to receive discharge	has less than $25 in possession	pay the member the difference between funds in possession and $25 (note 1)
2		Discharged for fraudulent enlistment				
3		discharged from AD because of void enlistment	enlistment is void because contracted when member was under age			
4			enlistment is void because contracted when member was mentally incompetent			do not pay a discharge gratuity
5		discharged for minority with pay and allowances payable through date of discharge				

Note:

1. Funds in the member's possession include personal funds and any item paid at the time of discharge but excluding mileage and cash advance for transfers incident to furnishing transportation in kind.

FIGURE 10-5

F. Severance Pay (SEV PAY) – Officers.

1. Commissioned Officers.

a. A regular commissioned officer who is discharged from the Coast Guard may be paid SEV PAY under the provisions of 14 U.S.C. 286 or 327 (unless the Secretary determines that the conditions under which the officer is discharged or separated does not warrant payment of that amount of severance pay), provided the:

(1) Officer is discharged for reason of:

(a) Non-selection of officers in pay grades O-2 and O-3 for promotion.

(b) Officer's performance of duty has fallen below the standards prescribed by the Secretary.

(c) Moral dereliction, professional dereliction, or because member's retention is not clearly consistent with the interests of national security.

(2) Member's separation authority from the Coast Guard Personnel Command authorizes payment.

b. Entitlement. The reason for discharge determines the type of entitlement:

(1) Discharged for Cause. Entitlement is 1 month of basic pay times the number of years of active commissioned service. Disregard fractions of a year. The maximum amount payable is 1 year of basic pay. The basic rate of pay to which the member is entitled on the date member is discharged, is used.

(2) Non-selection for Promotion. Entitlement is 2 months basic pay times the number of years of active commissioned service, but not more than 12. Fractions of one-half year or more are counted as a whole year. The maximum amount payable is 2 years basic pay. The basic rate of pay to which the member is entitled on the date member is discharged, is used.

Note: Temporary Officers who revert to their permanent enlisted grade are not entitled to receive severance pay under 14 U.S.C. 286.

2. Warrant Officers.

   a. A regular warrant officer who is separated from the Coast Guard may be paid SEV PAY under the provisions of 14 U.S.C. 286a. provided the:

      (1) Warrant Officer is separated by reasons of unfitness, unsatisfactory performance of duty, or non-selection for promotion.

      (2) Warrant officer's separation authority from Coast Guard Personnel Command authorizes payment.

   b. Entitlement. The reason for separation determines the type of entitlement:

      (1) Non-selection for Promotion. Entitlement is 2 months basic pay times the number of years of active service, but not more than 12.

      (2) Unfitness or Unsatisfactory Performance of Duty. Entitlement is 1 month basic pay times the number of years of active service, unless the Secretary determines that the conditions under which the officer is discharged or separated does not warrant payment of that amount of severance pay.

   The basic rate of pay to which the member is entitled on the date separated applies. Count fractions of 6 months or more as a whole year. Disregard fractions of less than 6 months.

3. Taxability. SEV PAY is subject to Federal and state withholding taxes.

4. Refund upon Retirement. A member who receives SEV PAY upon separation from AD and later becomes entitled to retired pay under title 10 or 14 U.S.C shall refund from retired pay the amount based on the service for which SEV PAY was received. This deduction will continue until the total amount recouped equals the total amount of SEV PAY received.

5. Offsetting Indebtedness. SEV PAY may be used to offset any indebtedness to the Government.

G. Disability Severance Pay (DIS SEV PAY).

1. Authority. 10 U.S.C. 1203 or 1206 provides that a member who is separated from the Coast Guard for physical disability is entitled to DIS SEV PAY computed under 10 U.S.C. 1212 based upon years of service computed under 10 U.S.C.1208.

2. Who May Be Paid. A member who has completed 6 months or more but less than 20 years active service at the time separated is entitled to DIS SEV PAY (39 Comp Gen 291). A determination must be made that the disability is not the result of the member's intentional misconduct or willful neglect and was not incurred during a period of unauthorized absence and did not occur when member was in excess leave status.

3. Computation. The amount of pay to be paid is computed by multiplying the member's years of active service, not to exceed 12, by twice the amount of monthly basic pay.

   a. Basic Pay. Use the rate of pay based on the member's separation orders and cumulative years of service for basic pay purposes. This includes time spent on the temporary disability retired list (TDRL).

   b. Years of Active Service.

      (1) A regular member's separation orders will specify the total combined years of active service. Time spent by a regular member on the TDRL and in an inactive duty status under 10U.S.C. 12733 will not be counted.

      (2) A reserve member's separation orders will specify the total combined years of service computed under 10 U.S.C. 12733.

      Note: Add to these totals any active service the member may have performed after separation orders were issued. Do not include any time lost for basic pay purposes. Service that is six months or more is counted as a whole year; less than six months service is disregarded.

   c. Maximum Amount Payable. The total payment may not exceed two years basic pay.

4. Taxability and Withholding of DIS SEV PAY.

   a. General. Disability severance pay is normally taxable income. However, it is not subject to tax withholding or reporting if at least one of the following three conditions exist:

      (1) on 24 September 1975 the individua1 was either a member of an armed force or was under a binding written commitment to become a member;

      (2) the entitlement resulted from combat-related injury or illness, as determined by the Secretary of Transportation (or designee), which happens as a result of any of the following activities:

         (a) as a direct result of armed conflict,

         (b) while actually performing extra-hazardous service, even if the service does not directly involve combat,

         (c) under conditions simulating war, including maneuvers or training, or

         (d) by an instrumentality of war, such as weapons; or

      (3) the member has official notification from the Department of Veterans Affairs (VA) approving entitlement to disability compensation for the same illness or injury that caused the entitlement to disability severance pay.

b. VA Compensation Awarded in the Tax Year of Payment. It is recommended a member be counseled that a refund of taxes withheld may be obtained from HRSIC(SES) if disability compensation from the VA is awarded in the same calendar year in which the member received disability severance pay. To obtain a refund from HRSIC(SES), a request must be submitted by December 31st of the year in which the disability severance payment was paid.

c. VA Compensation Awarded in the Tax Year After Payment. It is recommended a member be counseled that a refund for income taxes withheld must be obtained from the Internal Revenue Service (IRS) if disability compensation from the VA is awarded in a different calendar year that the year in which the member received the disability severance payment.

5. Offsetting Indebtedness. The amount of DIS SEV PAY may be used to offset any indebtedness to the Government.

H. Active Duty Agreement Cancellation Pay.

1. Authority. Under the provisions of 10 U.S.C. 12312, a reservist is entitled to cancellation pay when involuntarily released from AD prior to the expiration of a period of service under an agreement entered into under the provisions of 10 U.S.C. 12311. This pay is in addition to any other pay and allowances to which the member may otherwise be entitled at time of separation. This section does not apply in time of war declared by Congress.

2. Restrictions on Payment. A reservist is not entitled to cancellation pay if release from AD is due to:

a. A sentence of court-martial.

b. An unexplained absence without leave for at least three months.

c. The conviction and sentence to confinement in a Federal or State penitentiary or correctional institution, and the sentence has become final.

d. A physical disability resulting from intentional misconduct or willful neglect.

e. Eligibility for retired pay or SEV PAY under another provision of law.

f. Placement on the TDRL.

g. Acceptance of an appointment, or an enlistment in a Regular component of the Armed Forces.

3. How Payment is Computed. Multiply the sum of one month's basic pay, special pay, and allowances to which entitled on the day of release by the number of years and/or fractions of a year (months) remaining in the unexpired period of the agreement. In computing the number of years and/or fractions of a year remaining in the unexpired period of the agreement, count a fraction of a month that is 15 days or more as one month. Disregard a fraction of a month less than 15 days. Deduct any time lost as defined in section 2-J of this Manual from the unexpired period of the agreement. A member does not accrue cancellation pay until the date actually released from AD. If the member is granted travel time to home of record, payment may be made on last day of AD prior to travel. Be aware of the following in computation:

   a. Withholding Tax. Cancellation pay is subject to Federal and State withholding tax, except for allowances included in the payment.

   b. Liquidation of Indebtedness. Cancellation pay is subject to checkage for any amount owed the Government at time of payment.

I. Lump Sum Readjustment Payment (READJ PAY).

1. Who May Be Paid Readjustment Pay. Under the provisions of 10 U.S.C. 687, a member of the Coast Guard Reserve who is involuntarily released from AD on or after 29 June 1962 and who was on AD on 14 September 1981 or before, is entitled to a READJ PAY, provided member has completed at least 5 years of continuous AD immediately prior to release.

   a. Member Entitled to SEV PAY. A reservist may receive READJ PAY even though entitled to AD Agreement Cancellation Pay under 10 U.S.C. 12312. Refer to section 10-H. If the member is otherwise entitled to SEV PAY or separation pay (SEP PAY) under any provisions of law other than 10 U.S.C. 12312, member may elect to receive either SEV PAY, SEP PAY, or READJ PAY.

   b. Member Entitled to Disability Compensation. A reservist may receive READJ PAY in addition to disability compensation from the Department of Veterans Affairs: subject to a deduction of 75 percent of the READJ PAY (if payable on or before 14 September 1981) or 100 percent (if payable on 15 September 1981 or later). Receipt of READJ PAY does not deprive a member of any part of any disability compensation to which member may become entitled on the basis of subsequent service.

   c. Member Entitled to Other Retirement Benefits. A reservist who receives READJ PAY upon separation from active service may receive retired pay subject to the following:

      (1) If READJ PAY was received after 28 June 1962 and before 15 September 1981, and

         (a) Member later, but not immediately following separation, qualifies for such retired pay based upon the completion of 20 years of active service, then

         (b) Member's retired pay is subject to an immediate deduction of 75 percent of the READJ PAY previously received.

(2) If READJ PAY was received after 14 September 1981, and

(a) Member later, but not immediately following separation, qualifies for such retired pay under title 10 or 14 U.S.C., then

(b) Member refunds from such retired pay so much of such pay as is based upon the service for which READJ PAY was received, until the total deducted equals the total amount of READJ PAY received.

2. Who May Not Be Paid Readjustment Pay. READJ PAY is not payable to a member who:

a. Is released from active duty at own request. (This includes a member who is scheduled for involuntary release on a certain date and is released before such date at own request.)

b. Is released from ADT.

c. Is released from active duty because of moral or professional dereliction as defined by the Secretary.

d. Is eligible for retired pay based entirely on military service, immediately following release from active duty.

e. Upon release from active duty, is immediately eligible for severance or SEP PAY (other than under 10 U.S.C. 12312) based on military service and who elects to receive such pay.

f. Upon release from AD, is immediately eligible for disability compensation under a law administered by the Department of Veterans Affairs and who elects to receive that compensation.

3. "Involuntarily Released" Defined. A reservist is considered to be involuntarily released when a tour of AD is completed, volunteers for an additional tour of duty, and the Coast Guard does not extend or accept the volunteer request for the additional tour of duty. This includes a Reserve member who is released upon reaching the mandatory age limitation of 60 years. A member whose request is denied for a period of additional duty of shorter duration than that permitted under applicable regulations is not to be regarded as having been involuntarily released.

4. How "5" Years of Continuous Active Duty is Computed. In computing the 5 years continuous AD, combine Regular and Reserve service (43 Comp Gen 240). Do not deduct time lost defined in section 2-J. Combine officer and enlisted service (36 Comp Gen 129). All AD need not be performed in the same military service (37 Comp Gen 357). Exclude the following:

a. Breaks in service of not more than 30 days (including two or more breaks that total more than 30 days). However, the 5 years of continuous AD must be in addition to such breaks in service (36 Comp Gen 390).

b. Periods of ADT performed prior to 10 August 1956 (39 Comp Gen 223).

c. Time spent in a home awaiting orders status.

5. How Active Service is Computed. Compute the number of years active service in determining the multiplier as follows:

   a. Fractions of One Month. In determining a member's years of active service, count each full month of service that is in addition to the number of full years of service creditable to the member as one-twelfth of a year. Any remaining fractional part of a month is disregarded. 10 U.S.C. 117f. **Note:** Include computation of months only after minimum eligibility of five or six full years, as appropriate, has been met.

   b. Periods of Active Service to Include. Include all AD performed as a member of a Regular Service or Reserve component, except as follows:

      (1) Time lost as defined in section 2-H. (count time served to make good lost time)

      (2) Periods of prior service for which SEV PAY, SEP PAY, or release from duty payment has been received under any other provision of law. These periods, however, will be used for qualification for the five-year rule.

      (3) Periods of ADT performed prior to 10 August 1956 (39 Comp Gen 223).

      (4) Periods of service during time of war or national emergency declared by Congress after 28 June 1962.

      (5) Periods of AD for which a lump sum payment was received under the following Acts: Section 6 of the Act of 15 Apr 1935 (49 Stat. 157), Section 6 of the Naval Aviation Reserve Act of 1939 (53 Stat. 820), Section 6 of the Naval Aviation personnel Act of 1940 (54 Stat. 865), Section 12 of the Naval Aviation Cadet Act of 1942 (56 Stat. 738), or comparable statutory provisions authorizing such payment to Army and Air Force reserve officers.

      (6) Periods of service as a cadet or midshipman at a Service academy.

6. How Payment is Computed. The basis for computing lump sum payment depends upon the conditions of the member's release as follows:

   a. Member's Service Not Below Standard. If the member's orders indicate that performance of duty met the standards prescribed by the Secretary, compute payment on the basis of two months basic pay (rate member is entitled to on date of release) for each year of active service not to exceed 12 years.

      (1) Maximum Amount Payable. The total payment may not exceed two years basic pay, or $15,000 whichever is less.

      (2) Make These Deductions. Deduct from the amount any READJ PAY previously received by the member unless a refund of the previous payment was made. Consider the period covered by the payment as a period for which no payment has been made, if prior payment is refunded.

b. Member's Service Below Standard. If the member's orders indicate that performance of duty falls below standards prescribed by the Secretary, compute payment based on one-half month basic pay of grade in which member is serving when separated multiplied by the years of active service not to exceed 18 years.

(1) Maximum Amount Payable. The total payment may not exceed nine months basic pay or $15,000 whichever is less.

(2) Deductions. Unless refunded, reduce the payment by any prior readjustment payment(s).

c. Available to Offset Indebtedness. READJ PAY may be used to liquidate debts to the U. S. Government.

d. Withholding Tax. READJ PAY is subject to Federal and State income tax withholding. When the payment is reduced by previous payment (l0-I-6.b.(2)), only the remainder is subject to tax.

J. Separation Pay (SEP PAY).

1. Authority. Under the provisions of 10 U.S.C. 1174, active duty enlisted members and Reserve officers may be entitled to a lump sum SEP PAY, provided:

a. The member is involuntarily (refer to section 10-I-3 and COMDTINST 1910.1(series)) discharged, separated, or released; or

b. The member was not accepted for an additional tour of AD for which the- member volunteered.

2. Who May Not Be Paid Separation Pay. Members are not entitled to SEP PAY if:

a. Discharged or released from AD at their request.

b. Release from ADT.

c. Upon discharge or release is immediately eligible for retired pay based on military service.

d. The Reserve officer declines a Regular appointment.

e. A determination is made by the Secretary that the member's separation does not warrant payment.

f. Separated as a result of execution of a court-martial sentence.

g. Dropped from the rolls.

h. Separated under other than honorable conditions.

i. A reserve officer who was separated or discharged after 5 Nov 90 if:

(1) the officer was on the Active Duty List (ADL) when separated or discharged and had completed less than 5 years of AD when separated or discharged; or

(2) the officer was not on the ADL when separated or discharged, and had completed less than 5 years of continuous AD immediately before such separation or discharge.

j. A reserve officer who is separated or discharged after 5 November 1990 if:

(1) the officer was on the ADL when separated or discharged and had completed less than 6 years of AD when separated or discharged; or

(2) the officer was not on the ADL when separated or discharged and had completed less than 6 years of continuous AD immediately before such separation or discharge.

k. An active duty enlisted member who was discharged or separated on or before 5 Nov 1990.

l. An active duty enlisted member who is discharged or separated on or after 5 Nov 1990 and who had not completed at least six years of AD immediately before such discharge or release.

m. A Reserve officer is eligible for and elects to receive READJ PAY (refer to section 10-I).

n. The member is separated for unsatisfactory performance, unsuitability, or misconduct as specified in Chapter 12, Personnel Manual, COMDTINST M1000.6 (series).

3. How Active Service is Computed. Compute the years of active service in determining the multiplier in accordance with section 10-I-5.

4. How Payment is Computed.

a. Basis For Computing. The basis for computing the payment depends upon whether or not the member has met the performance standards prescribed by the Secretary. The orders will indicate if the performance was substandard. Compute the amount as follows:

(1) Satisfactory.

(a) Years of Service (refer to section l0-J-3), times

(b) 12 months basic pay to which the member was entitled at time of separation, times

(c) 10 percent.

(2) Substandard Performance.

(a) On and before 5 Nov 1990, one-half of the amount computed in 10-J-4.a.(1), but in no event to exceed $15,000.

(b) After 5 Nov 1990, one-half of the amount computed in l0-J-4.a.(l).

b. Limitation. The total amount a member may receive in SEP PAY under this section and SEV PAY (excluding disability severance) and READJ PAY under any other provision of law based upon service in the Armed Forces:

(1) On and before 5 Nov 1990, may not exceed $30,000.

(2) After 5 Nov 1990, no limitation.

5. Refund Upon Retirement. A member who receives SEP PAY and later qualifies for retired pay under title 10 or 14 U.S.C. shall have the SEP PAY recouped. Each payment of retired pay will be reduced by so much of which such pay is based upon the service for which SEP PAY was received. This reduction will continue until such time as the amount deducted is equal to the total amount of SEP PAY received.

K. Death Gratuity.

1. Authority. 10 U.S.C. 1475-1480, as amended by Public Law 102-190 authorizes paying a death gratuity to the survivors of a Coast Guard member who dies while on active duty and a Coast Guard reservist on IDT/ADT or while traveling to/from IDT/ADT. The survivors of a member or former member, who dies within 120 days of their separation date, are also authorized a death gratuity, if the Administrator of Veterans Affairs determines the death was service connected.

2. Eligible Payees. Article 18.A.4, Personnel Manual, COMDTINST M1000.6 (series), lists the eligible survivors in order of precedence for paying the death gratuity:

a. Lawful Spouse
b. Members Children, without regard to age or marital status, in equal shares.
c. Relative designated by member on CG 4170A (Parents, siblings – either half or full blood and adopted)
d. Member's parents in equal shares
e. Member's siblings – either half or full blood and adopted, in equal shares.

3. Amount Payable. The amount payable for death gratuity is $6000.

4. Amount Taxable. The first $3000 of each death gratuity is not taxable. The second $3000 of each death gratuity is subject to taxation and reported as taxable, but is not subject to withholding. Where more than one person shares the death gratuity, divide the taxable and non-taxable portions equally among all beneficiaries. Report the income to the IRS and appropriate state taxing authorities using a TD Form 1099-MISC.

5. Who May Make Payment. All death gratuity payments are made by HRSIC (SES).

6. Payment Procedure. The eligible beneficiary applies for the death gratuity by completing and forwarding DD Form 397, Claims Certification and Voucher for Death Gratuity Payment, to HRSIC (SES). The beneficiary is normally assisted by the Casualty Affairs Control Officer (CACO) assigned to the death. See Article 18.A.4.(g)(2), Personnel Manual, COMDTINST M1000.6 (series).

7. Additional Information Affecting Payment.

   a. Death gratuity is not payable in the case of a member whose death is the result of lawful punishment for a crime or military offense, except when death was inflicted by a hostile force with which the United States Armed Forces had engaged in armed conflict.

   b. Death gratuity is not payable if the beneficiary or survivor personally killed the member unless there is evidence that clearly absolves the person from any felonious intent (MS Comp Gen B-115170, 16 July 1953).

   c. Death gratuity is not payable in the case of a member who is a declared deserter at the time of death. The death gratuity is payable, if it is later found the deserter declaration was in error.

   d. If the date of death is before the normal expiration of contracted duty and the member dies while in an unauthorized absence status (AWOL or AOL), including in the custody of civil authorities, the death gratuity is not payable. (29 Comp Gen 294 and 31 Comp Gen 645).

   e. Death gratuity payment may not be used to satisfy an indebtedness (including overpayment).

8. Erroneous Payments. An erroneous payment of death gratuity is one made to a person clearly not entitled to it because of administrative error, rather than because of statement record made by the deceased member.

   a. A second payment shall be made to the rightful beneficiary or survivor when the error resulted from improper maintenance of records or administrative negligence. This payment should not be delayed pending recovery of the erroneous payment from the ineligible recipient (37 Comp Gen 131).

   b. A second payment shall not be made to a different person if the first payment was based on statements of record made by the deceased member, and the Government has no reason to doubt the beneficiary's/survivor's - status was as stated (37 Comp Gen 131).

L. Transitional Compensation for Dependents of Members of the Coast Guard Separated for Dependent Abuse.

1. Authority. 10 U.S.C. 1059 authorizes transitional compensation to abused dependents of non-retirement eligible members of the Coast Guard. Transitional compensation is paid to dependents of members on active duty for more than 30 days who are convicted of a dependent-abuse offense and whose conviction results in the member:

   a. Being separated from active duty pursuant to a sentence of a court martial or;

   b. Forfeiting all pay and allowances pursuant to a sentence of a court-martial; or

   c. Who is administratively separated from active duty in accordance with applicable regulations if the basis for the separation includes a dependent-abuse offense.

2. Recipients of Payments. In any case of a separation from active duty for a dependent-abuse offense, the Coast Guard shall pay compensation to dependents or former dependents of the former member as follows:

   a. If the former member was married at the time of the commission of the dependent-abuse offense resulting in the separation, such compensation shall be paid to the spouse or former spouse to whom the member was married at the time.

   b. If there is a spouse or former spouse who would be eligible for compensation under this section and if there is a dependent child of the former member who does not reside in the same household as that spouse or former spouse, such compensation shall be paid to each dependent child of the former member.

   c. If there is no spouse or former spouse who is eligible under paragraph (a), such compensation shall be paid to the dependent children of the former member.

3. Amount Payable.

   a. The amount payable to the abused dependents is based on the rate of Dependency Indemnity Compensation (DIC) in effect on the date of the member's separation or forfeiture of all pay and allowances.

   b. If a spouse or former spouse to whom compensation is paid under this section has custody of a dependent child or children of the member, the amount of such compensation paid for any month shall be increased for each such dependent child according to the DIC rates for that month.

   c. If compensation is paid under this section to a child or children pursuant to section 10-L-2.b. or 10-L-2.c., such compensation shall be paid in equal shares, with the amount of such compensation for any month based on the DIC rates for that month.

4. Commencement and Duration of Payment.

   a. Payment of transitional compensation under this section shall commence as of the date of the discontinuance of the member's pay and allowances pursuant to the separation or sentencing of the member and shall be paid for a period of 36 months.

   b. If as of the date on which payment of transitional compensation commences the unserved portion of the member's period of obligated active duty service is less than 36 months, the period for which transitional compensation is paid shall be equal to the greater of the unserved portion of the member's period of obligated active duty service or 12 months.

5. Spouse and Former Spouse Forfeiture Provisions.

   a. If a former spouse receiving compensation under this section remarries, the Coast Guard shall terminate payment of such compensation, effective as of the date of such marriage. The Coast Guard may not renew payment of compensation under this section to such former spouse in the event of the termination of such subsequent marriage.

b. If after punitive or other adverse action is executed in the case of a former member, the former member resides in the same household as the spouse or former spouse, or dependent child, to whom compensation is otherwise payable under this section, the Coast Guard shall terminate payment of such compensation, effective as of the time the former member begins residing in such household. Compensation paid for a period after the former member's separation, but before the former member resides in the household, shall not be recouped. If the former member subsequently ceases to reside in such household before the end of the period of eligibility for such payments, the Coast Guard may not resume such payments.

c. In a case in which the victim of the dependent-abuse offense resulting in a punitive or other adverse action was a dependent child, the Coast Guard may not pay compensation under this section to a spouse or former spouse who would otherwise be eligible to receive such compensation if the Coast Guard determines that the spouse or former spouse was an active participant in the conduct constituting the dependent-abuse offense.

6. Implementation. The transitional compensation program is administered under the Family Advocacy Program by Commandant (G-WKW-2).

7. Payment Procedure. After authorization for transitional compensation is determined by Commandant(G-WKW), the Coast Guard Human Resources Service & Information Center (HRSIC) will manage the payments to eligible dependents.

CHAPTER 11

IN-SERVICE DEBT COLLECTION

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CHAPTER 11. IN-SERVICE DEBT COLLECTION

A. General.

1. Authority. Statutory authority to collect indebtedness to the United States from a member's pay exists under 37 U.S.C. 1007(c), 5 U.S.C. 5514, and Public Law 97-276, section 124, 2 October 1982. Other statutes authorize collection of specific classes of debts.

2. Definitions. The following definitions apply to this chapter.

   a. Pay. This includes basic pay, special pay (including enlistment or reenlistment bonuses), retainer pay, incentive pay, retired pay, and equivalent pay, but does not include allowances, forfeitures, fines, MGIB deductions, or VA compensation.

   b. Available Pay. Available pay is two-thirds of the member's pay less: (1) - amounts deducted in arriving at disposable pay plus, (2) - amounts collected under other debt collection authority. The member is entitled to receive one-third of his or her pay per month.

   c. Disposable Pay. This is pay less statutory amounts required to be withheld. These amounts include FICA, FITW, SITW, SSLI, RSFPP, SBP, DPP – dependent dental program deductions are subtracted in calculating disposable pay.

   d. Allowances. Allowances include, but are not limited to, payments in lieu of subsistence, quarters, uniforms, clothing, personal money allowances, family separation allowance, and overseas station allowance. They also include travel and transportation allowances authorized by 37 U.S.C. Chapter 7.

   e. Erroneous Payment. An erroneous payment is a payment that was not proper when made. Advanced leave that became excess leave because of early separation is not an erroneous payment. Likewise, a reenlistment bonus which must be recouped because of failure of the member to complete the term of service for which the bonus was paid is not an erroneous payment.

   f. Final Pay. This is all monies from any source, due the member upon separation from the Service.

   g. In-Service Debt. A debt owed the United States by a person currently entitled to receive monies from a Coast Guard pay and allowance system.

   h. Pay Period. The pay period for purposes of in-service debt collection is the calendar month.

   i. Member. A person appointed or enlisted in, or conscripted into a Uniformed Service. This includes active, Reserve, and retired personnel.

   j. Routine Adjustment. A routine adjustment corrects an overpayment resulting from clerical or administrative errors or delays in processing pay documents. Once discovered it will be corrected in the next or future pay periods. Under normal circumstances, this period shall not extend over three months.

k. Settlement Authority. The person authorized to collect, compromise, terminate, and suspend collection of a claim/debt.

B. Voluntary and Involuntary Collections.

1. Collection With Member's Consent. Members indebted to the United States will be encouraged to discharge their indebtedness through lump-sum cash payment when possible. When the amount of the debt relative to the member's ability to repay indicates that lump-sum settlement would create financial hardship for the member, installment payments will be accepted. Members will be encouraged to voluntarily accept liability for their indebtedness and to agree to a repayment schedule which adequately protects the interests of both the United States and the member.

2. Collection Without Members's Consent.

a. Current Pay.

(1) Current pay is available for repayment of an indebtedness without the member's consent only if such recovery is expressly authorized by statute.

(2) Where figures 11-1 through 11-5 authorize collection to be made "involuntarily," there is a statute authorizing such collection. When the indebtedness is a type for which there is no statute authorizing collection from pay, the tables authorize collection "with member's consent."

b. Final Pay. When a member is due final pay upon separation or death, any indebtedness to the United States may be collected under the general rule of offset without specific statutory authority. Under this rule, debts which could be collected from current pay only with the member's consent may be collected from final pay and allowances without the member's consent.

3. Limitation on Collections.

a. Current Pay. Some of the laws authorizing collection or indebtedness from a member's pay impose restrictions on the amount that may be collected or on the items of pay from which collection may be made. These limitations are shown in figures 11-1 through 11-6. A rate of collection agreeable to the member and the Coast Guard will be established.

b. Final Pay. Figure 11-6 shows which items of final pay and allowances are available for setoff of debts. The items shown as not available are specifically exempted by statute.

4. Installment Deduction for Indebtedness to the United States. It shall be the policy of the Coast Guard to collect debts of Coast Guard members or members of other Uniformed Services, that have been administratively determined to be owed the United States or any of its instrumentalities, under the provisions of 37 U.S.C. 1007(c). Other debts owed the United States shall be collected under 5 U.S.C. 5514 or other appropriate statutes. Court judgments against a member in favor of the United States may not be collected under Public Law 97-276, section 124, 2 Oct 1982.

   a. Collection Under 37 U.S.C. 1007(c). This statute authorizes deduction from a member's pay of amounts that the Secretary of the Service concerned (or designee) administratively determines to be owed the United States or any of its instrumentalities. When the indebtedness is internal to the Coast Guard, this determination is made by the settlement authority or an ACO, as appropriate. The Commanding Officer of the Human Resources Service and Information Center (HRSIC) will administratively determine the validity of a debt owed by a member to another Uniformed Service based upon the record furnished and certification of the creditor Service.

      (1) Routine Adjustments. The member shall be provided with notice when a routine adjustment is made, or as soon thereafter as practicable. The member shall be told whom to contact for additional information. This may be done in the "Remarks" section of the Leave and Earnings Statement (LES).

      (2) Other Collections. Before initiation of any collection action on other than a routine adjustment, the member shall be provided with at least 30 days written notice of the following: (These procedures do not apply when the member has previously consented to pay checkage for the debt).

         (a) The nature and amount of the debt due the United States, and the intent to commence collection through deductions from pay in monthly installments;

         (b) That the member has the opportunity to inspect and copy Government records related to the debt;

         (c) That the member has an opportunity for review of all the decisions related to the debt;

         (d) That the member has an opportunity to enter into a written agreement under terms agreeable to both parties to establish a schedule for repayment of the debt;

         (e) That any portion of the debt remaining uncollected at the time of the member's separation shall be collected from the member's final pay and allowances. If approved by the CO, HRSIC, a liquidation schedule may be established for deductions from retired pay;

         (f) That the member has the right to seek waiver or remission of the debt, if appropriate; and

(g) That the member's commanding officer may propose a lesser deduction amount based upon the member's financial status, provided the full amount of the indebtedness is scheduled for collection prior to separation.

(3) Exception. The procedures specified in subparagraph (2) need not be completed prior to commencement of collection action if the time remaining before the member's estimated date of separation is not sufficient to complete collection and the Coast Guard would be substantially prejudiced in its ability to collect the debt.

(4) Maximum Deduction. Under the statute, a member is entitled to receive one-third of his/her pay. Therefore, the maximum monthly amount that may be collected is a member's available pay. Checkage in a greater amount is not authorized without the written consent of the member and the commanding officer's approval. When a member is issued a recertified check and cashes both it and the original check, all available pay will be used to collect the duplicate payment unless a lesser amount is authorized by the CO, HRSIC.

(5) Minimum Deduction. The monthly deduction may be as little as 10 percent of the amount available for checkage, unless a lesser amount is proposed by the member's commanding officer and approved by CO, HRSIC.

b. Collections Under 5 U.S.C. 5514. This statute authorizes deduction from current pay for an indebtedness to the United States under the standard prescribed by the Office of Personnel Management. The salary offset standards are published in 5 CFR Part 550.

(1) Collection. When it is determined that a member is indebted to the United States, collection may be made in monthly installments or at established pay intervals not to exceed 15 percent of disposable pay for any pay period, unless a greater percentage is authorized by written consent of the member. Unsatisfied debts at discharge or retirement shall be deducted from subsequent payments, of any nature, due the member.

(2) Due Process. Debts collected under this statute are those owed to departments and agencies other than the Department of Transportation or other Uniformed Services. The creditor agency is responsible for providing due process rights to member debtors and certifying to the Coast Guard that required due process rights of the standards have been provided when requesting collection action. Once the Coast Guard accepts the debt f or collection, members must be provided a minimum of 30 days written notice informing the member of the nature and amount of the debt due the United States and the intent to commence collection through deductions from pay. This notice will provide the member with a point of contact at the creditor- agency for any questions or disputes the member may have.

c. Collections Under 10 U.S.C. 2775. This statute authorizes collection from a member's pay when he/she has been held liable for damage to Government quarters, Owned or leased, caused by the member, dependent of member, guest of the member. Under the provisions of the Coast Guard Housing Manual, the settlement official will provide the servicing HRSIC(DC) the information necessary to affect collection. The rate of collection is limited to available pay.

d. Collections Under 10 U.S.C. 1442 and 10 U.S.C. 1453. These statutes authorize deductions from subsequent payments of annuity amounts erroneously paid to an annuitant under the Retired Serviceman's Family Protection Plan or Survivor Benefit Plan. Collection will be pursuant to the Federal Claims Collection Standards.

5. Interest. With respect to collections other than routine adjustments, unless waived by the CO, HRSIC, or Commandant (G-WPM-2), interest will be charged the debtor in accordance with 4 CFR 101 and 102. As a general policy, these charges will not be made unless the member has unjustly enriched himself/herself. Nevertheless, consideration for waiver of charges shall be made on a case by case basis.

6. Indebtedness Incurred in the Reserve. When a member reenters active military service, collection for unsatisfied indebtedness incurred during Reserve or previous active status shall be made.

7. Bankruptcy. A member may file a petition of bankruptcy under chapters 7, 11, or 13 of the Bankruptcy Code.

   a. When the amount of an indebtedness due the United States is incurred prior to the filing date of the petition, the debt is termed prepetition indebtedness. Such debt may be collected by setoff from the member's pay account only through the day prior to the date the bankruptcy petition is filed, except as provided below:

      (1) After the date the bankruptcy petition is filed, prepetition indebtedness due the United States may be collected by order of the United States Bankruptcy Court. Proofs of claims should be filed to preserve the claim until collected or discharged.

      (2) After the date the bankruptcy petition is filed, prepetition indebtedness due the United States may be setoff from the member's pay account if the member reaffirms indebtedness due the United States. Reaffirmation agreements must be approved by the court.

      (3) If the court subsequently dismisses a bankruptcy case, collection is permitted by setoff if otherwise authorized.

   b. An indebtedness due the United States, but incurred after the filing date of the petition of bankruptcy is collected by setoff if otherwise authorized.

   c. A member may voluntarily enter into a "Chapter 13 Plan" (formerly Wage Earner's Plan) under the Bankruptcy Code. When required by a Chapter 13 Plan, the member's pay shall be sent to the court-appointed trustee as ordered by the court.

8. IRS Tax Levy. Normal collection procedures do not apply to an IRS Tax Levy for delinquent income tax. Refer to chapter 8 of this Manual for applicable information.

9. GAO Notice of Exception. When an exception is taken by the GAO involving the liability of an ACO, the reasons are stated on the Notice of Exception (SF-1100), a form issued only by GAO. Recovery of an amount cited in the SF-1100 may be accomplished by checkage in the pay account of the member who has received the overpayment or erroneous payment.

10. Pay Not Affected by Civil Process. An officer or enlisted member may not be deprived of his or her pay by civil process of garnishment, or levy except as follows:

    a. Garnishment for child support or alimony.

    b. Levy for delinquent Federal income taxes.

    c. Levy for child support.

    d. Involuntary allotment of pay for enforcement of commercial debts.

11. Travel Advances. Unliquidated travel advances or excess travel advances may be collected from a member's pay without consent. The amount of the collection will not normally exceed the available pay.

12. Dishonored Checks. When a member presents a personal check payable to the United States or an agent of the Government and the check is returned as nonnegotiable, the member's pay may be checked involuntarily, unless the member makes restitution directly. The checkage shall be to the extent of the member's available pay until the debt is liquidated. This applies whether the check was presented for cash or for an amount owed the Government.

13. Outstanding Coast Guard Mutual Assistance Loans. On and after 4 December 1987 all loans made by Coast Guard Mutual Assistance that are still outstanding, may be collected from the final pay of a member being separated.

14. Morale Loans. Morale loans are not collectable under present laws.

C. Recovery of Loss By Accountable Officers.

1. Authority. Under 5 U.S.C. 5512, individuals to whom public funds have been entrusted and who fail to satisfactorily account for such funds shall have their pay withheld until they have accounted for or paid all sums for which they are liable. However, under the provisions of 37 U.S.C. 1007(a), the pay of a Coast Guard officer can only be withheld if indebtedness is admitted by the officer, is shown by the judgment of a court, or upon special order issued by the Secretary.

2. Installment Liquidation. If the member desires that checkage of indebtedness be made in an amount less than total pay (or pay and allowances), the member must submit a letter to Commandant (G-WPM) requesting that checkage be authorized in a specified lesser monthly amount, stating the reason therefor.

3. HRSIC ACO Report. The HRSIC ACO will inform Commandant (G-WPM) when the indebtedness is liquidated in full or if the member is separated before complete liquidation of the indebtedness.

D. Recovery of Loss by Non-accountable Persons.

1. Application. This section applies to loss of or damage to property of the United States through embezzlement, theft, forgery, or other causes for which a member has been tried and convicted by court-martial.

2. Liquidation Process. The amount of the loss, as distinguished from the court-martial sentence, may be recovered by checkage of pay. Refer to 29 Comp Gen 99.

   a. Consent. The amount as determined by the convening authority may be checked immediately if the member consents to checkage.

   b. Non-consent. If consent to checkage is refused, advise Commandant (G-WPM), do not effect checkage of pay.

3. Amounts Unliquidated at Separation. Amounts remaining on day of separation, whether or not the member consented to checkage, shall be offset to the extent possible by final pay and allowances.

E. Recovery for Damage to Private Property.

1. Authority. Under the provisions of the Claims and Litigation Manual, COMDTINST M5890.9 (series), the pay of a member may be checked for damages to the property of another person. (Article 139, UCMJ and 10 U.S.C. 939)

2. Liquidation Procedures. The procedures and limitations governing checkages of military pay applicable to recovery of other debts to the Government are applicable here. The amount to be recovered may be liquidated by monthly withholding over the member' s remaining obligated service. Approval should be documented by letter. If the member extends enlistment or reenlists before the full amount is recovered, continue the monthly withholding until full recovery is made.

F. Waiver of Claims for Erroneous Payment.

1. General. A waiver is a written request from a member or former member for the cancellation of an indebtedness to the U. S. Government which resulted from erroneous payments of pay and allowances made to or on behalf of the member or former member. Waiver applications may also be considered for erroneous payment of travel and transportation allowances paid on or after 28 December 1985.

2. Authority. 10 U.S.C. 2774 gives the Secretary of Transportation authority to effect waiver of claims for erroneous payments of pay and allowances and travel and transportation allowances, when collection of the claim would be against equity and good conscience, and not in the best interest of the United States. The authority of the Secretary has been delegated to Commandant (G-WPM).

3. Limitations. Under the provisions of 4 CFR Part 91 as amended by Public Law 102-190 and the standards prescribed by the Comptroller General, the head of the agency or the Secretary concerned, as appropriate, may:

   a. Waive claims that do not exceed $1,500.00.

   b. Deny an application for waiver of a claim in any amount, provided that in those cases where the claim is an amount aggregating more than $1,500.00, the member is advised of the right to appeal the denial to the Defense Office of Hearings and Appeals, Arlington, VA.

4. Claims Exceeding $1,500.00. Claims which exceed $1,500.00 and for which the Coast Guard recommends approval of the waiver or the members appeals agency action (or against which a Comptroller General exception has been issued) are forwarded for final resolution to the Department of Hearing and Appeals.

5. Conditions for Waiver of Claims. The following conditions will be used in determining whether a claim should be waived:

   a. Claims for erroneous payments which may be waived in whole or in part, must have resulted from an erroneous overpayment.

   b. The erroneous payment must not be the subject of an exception made by the Comptroller General in the account of any accountable official, or which has been transmitted to the General Accounting Office (GAO) for collection, or to the Attorney General for litigation.

   c. Erroneous payments of pay and allowances, and travel and transportation allowances may be considered for waiver action provided the application is received by the Coast Guard or the General Accounting Office within a three year period following date of discovery of the error which caused the erroneous payment.

   d. Erroneous payments that have been wholly or partially recovered shall be considered for waiver in the gross amount.

   e. Overpayments must be of such a nature that they would normally go unnoticed or undetected by the member.

   f. Collection action under the claim would be against equity and good conscience and not in the best interests of the United States. Generally, this criteria will be met by a finding that the erroneous payment occurred through administrative error and that there is no indication of fraud, misrepresentation, fault, or lack of good faith on the part of the member or any other person having an interest in obtaining waiver of the claim. Any significant, unexplained increase in pay and allowances which would require a reasonable person to inquire concerning the correctness of the pay or allowances, ordinarily would preclude a waiver when the member fails to bring the matter to the attention of appropriate officials.

6. Processing Requests for Waiver of Erroneous Payments. Waiver requests may be made by the member or a person acting in the member's behalf.

   a. All requests by active duty personnel for waiver action shall be submitted in accordance with procedures contained in Chapter 9, Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

   b. All requests for waiver by retirees/annuitants or out-of-service members shall be submitted to the Coast Guard Human Resource Services and Information Center. HRSIC will provide retirees/annuitants with waiver application instructions at the time the individual is notified of an indebtedness other than a routine adjustment.

7. Collection Action. As a general policy, collection action will not be suspended pending a determination of waiver action since any amount collected and subsequently waived may be refunded. However, in cases of extreme hardship, the CO, HRSIC or Commandant (G-WPM) may consider suspension of collection action if it is in the best interests of the Government and the waiver request is likely to be approved. Requests for refunds may be included in the waiver application or must be received by the Coast Guard within 2 years following the date of waiver approval.

G. Remission of Indebtedness of Enlisted Members.

1. General. A remission is a written request from an active duty enlisted member to cancel the uncollected amount of an indebtedness to the U. S. Government.

2. Authority. An enlisted member's indebtedness to the United States or any of its instrumentalities may, under authority of 14 U.S.C. 461, be remitted or cancelled when recovery would be against equity and good conscience.

3. Limitation. Indebtedness may not be remitted or cancelled after the enlisted member concerned has been discharged, retired, or released from active duty. A debt or part of a debt which has been properly collected may not be remitted, nor may such collected amounts be refunded. Indebtedness resulting from a court-martial sentence or nonjudicial punishment of fine or forfeiture, may not be considered for remission or cancellation.

4. Standards for Remission of Indebtedness. Remission or cancellation of indebtedness will be granted by Commandant (G-WPM) only when it is determined that such action is in the best interest of the United States. In making this determination, the following are among the factors which will be considered:

   a. Injustice. Remission or cancellation of the indebtedness may be granted in order to correct obvious wrongs or misrepresentations on the part of the Government which are caused by individuals acting in an official capacity. When an enlisted person has received an overpayment in good faith, without fault or knowledge, but because of error on the part of the Government, enforced collection of the resultant indebtedness may amount to an injustice. However, error on the part of the Government will not, of itself, be a basis for granting remission or cancellation.

   b. Hardship. Hardship in this sense may exist when collection of indebtedness would cause a financial hardship on an enlisted member or the member's family.

c. Partial Remission or Cancellation. Partial remission or cancellation of indebtedness may be appropriate whenever collection of the entire balance due would amount to an injustice or cause a hardship.

d. Member's Value to the Coast Guard. The investment in the training the individual, technical skill and knowledge, and performance of duty as evidenced by marks, decorations, commendations, etc., will be considered in evaluating remission requests.

5. Processing Requests for Remission of Indebtedness. All requests by active duty enlisted members to remit or cancel an indebtedness shall be submitted in accordance with procedures contained in Chapter 9, Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

6. Suspension of Collection.

a. Upon receipt of a remission application, HRSIC will normally suspend collection action as of the date of the commanding officer's endorsement to the member's remission application. Any monies deducted from the member's pay after the suspension date will not be considered as having been collected and will be held in suspense pending a determination on the remission application.

b. Monies may continue to be withheld from the member's pay after the suspension date if the CO, HRSIC determines collection action is necessary to protect the interests of the Government. For example, continued collection action would be appropriate if there is not reasonable assurance that the indebtedness will be collected should the application for remission be denied.

c. Monies withheld or deducted from the member's pay after the suspension date will be refunded if the remission is granted or used to offset the debt if remission is denied.

d. If a determination has not been made by the date of separation or retirement, the debt will be collected from the member's final pay and allowances to the extent possible. In cases of retirement, the debt may be carried into retirement and collections made from the member's retired pay under the provisions of 11-B-4.a.(2).

INDEBTEDNESS DUE TO ERRONEOUS PAYMENTS,
GAO DISALLOWANCES, AND NOTICES OF EXCEPTION

RULE	A	B	C	D	E
	If	is indebted to the United States for	and	then collect from current pay	at a monthly rate not to exceed that shown below or rule cited
1	an officer or enlisted member	payment disallowed by GAO in accounts of certifying officer		involuntarily (note 1)	disposable pay.
2		debt cited in GAO notice of exception or informal inquiries (note 2)			figure 11-6, rule 2.
3		erroneous payment made to or on behalf of the member by any branch of Service (notes 3 & 4)	it is administratively determined that the indebtedness is valid		

Notes:

1. This does not change collection rules for indebtedness by certifying officers.

2. If notice of exception covers an erroneous payment by a Uniformed Service, apply rule 3.

3. Includes allotments the member knew or reasonably should have known were erroneous.

4. When member's pay is not promptly reduced to allow for court-martial forfeiture, the resulting indebtedness is considered an erroneous payment with this rule.

FIGURE 11-1

INDEBTEDNESS DUE TO LOSS OF PUBLIC FUNDS

RULE	A	B	C	D	E
	If	is indebted to the United States for	and	then collect from current pay	at a monthly rate not to exceed the below or the rule cited
1	an accountable officer (note 1)	arrears in accounts because of failure to account for funds entrusted to the member	debt is admitted by the officer (note 2)	involuntarily	disposable pay. (Refer to section 11-C-2)
2			debt is shown by judgement of the court		
3			debt is shown by special order of COMDT (G-WPM)		rate directed in the special order
4	an accountable enlisted member (notes 3 and 4)				disposable pay.
5	an officer or an enlisted member	public funds contained or converted to personal use for fraud, larceny, embezzlement, or unlawful means	the misappropriation of funds is admitted by the member or court-martial conviction		figure 11-6, rule 2.

Notes:

1. Applies to officers who hold in trust sums or balances of public money for which they are required to account. Refer to 5 U.S.C. 5512 and 37 U.S.C. 1007(a).

2. A mere acknowledgement or report of shortage in accordance with service regulations is not an admission for the purpose of this rule. The phrase “debt is admitted” means either a written statement made by the accountable officer admitting indebtedness, acknowledged or witnessed before a person authorized to administer oaths or another person designated by a higher authority of if the accountable officer refused to sign a statement, a certification by a commissioned officer that the accountable officer clearly and unequivocally admitted the indebtedness is sufficient to authorize the withholding from member’s current pay.

3. Applies to enlisted member who are entrusted with public funds. Includes military postal clerks, imprest fund cashiers, collection agents, and other members though not bonded, are responsible and accountable for these public funds.

4. Refer to 5 U.S.C. 5512, 37 Comp Gen 344 (1957), and 42 Comp Gen 85 (1962).

FIGURE 11-2

INDEBTEDNESS DUE TO LOSS OR DAMAGE
TO PUBLIC PROPERTY OR SUPPLIES

RULE	A	B	C	D	E	F
	If	is indebted to the United States for	and	and	then collect from current pay	at a monthly rate not to exceed the below or the rule cited
1	an accountable officer (note 1)	loss or damage to public property entrusted to the officer such as stores, supplies, and receipts from sale of public property	COMDT (G-L) renders determination	HRSIC issues order to liquidate debt to member's Commanding Officer	involuntarily (note 1)	disposable pay.
2	a non-accountable officer or enlisted member	loss of or damage to Government property	liability is established	a board of survey (formal) determines negligence or abuse	involuntarily	figure 11-6, rule 2
3	An officer or enlisted member	damage to assigned housing or damage to or loss of equipment or furnishings of such housing (note 2)	the damage or loss was caused by the abuse or negligence of the member, the member's dependent(s), a guest of either the member or the member's dependent(s)	the negligence or abuse is established by administrative determination	involuntarily	

Notes:

1. Involuntary stoppage of pay is not authorized for a debt established by an administrative determination, including report of survey, by another Government agency. No authority exists for one Service to involuntarily stop current pay of one of its own members to satisfy a debt raised by a finding of pecuniary liability by the other Service or agency.

2. Personnel who fail to satisfactorily clean the housing unit, upon termination of the assignment or provision of that housing unit are liable for the cost of cleaning made necessary as a result of that failure.

FIGURE 11-3

INDEBTEDNESS TO INDIVIDUALS AND GOVERNMENT INSTRUMENTALITIES AND AGENTS

RULE	A	B	C	D	E
	If an officer or enlisted member is indebted to	for	and	then collect from pay	at a monthly rate not to exceed that shown below or rule cited:
1	any person	willfully damaging or wrongfully taking property of that person	a board of investigation assessed damages and CO approves (10 U.S.C. 939)	involuntarily	amount approved by CO not to exceed disposable pay.
2	their spouse, former spouse, or child	court ordered child support or alimony	garnishment or attachment of pay is directed by court order	involuntarily as directed by CO, HRSIC or COMDT (G-WPM)	rule 1, figure 11-6
3	A non-appropriated fund activity	an indebtedness	the custodian of the non-appropriated fund instrumentality has tried all means of direct collection, and a request has been sent to the member's CO or CO, HRSIC for assistance in obtaining direct payment	involuntarily	available pay.
4	the Internal Revenue Service (IRS)	delinquent taxes or court ordered child support (see note)	IRS Notice of Levy is served		amount cited in Notice of Levy
5	a military banking facility overseas	an uncollectable check endorsed by the member or a defaulted loan made to the member	the military banking facility overseas has complied with required procedures		rule 2, figure 11-6

Note: Upon certification from the Department of Health and Human Services to the Department of the Treasury, an IRS Notice of Levy may be issued for delinquent child support.

FIGURE 11-4

MISCELLANEOUS INDEBTEDNESS TO THE UNITED STATES

RULE	A If	B is indebted to the United States for	C then collect from current pay	D at the monthly rate not to exceed that shown below or rule cited:
1	any person	Enlistment or reenlistment bonus for period unserved	involuntarily	figure 11-6, rule 2
2	an officer or enlisted member	unpaid hospital bills of the member or a dependent		
3		unpaid rent and utility bills on Government rental housing		
4		excess cost of shipment of household goods		
5		excess per diem or travel allowances (5 U.S.C.5705)		
6		jury duty fees (as distinguished from expenses) from any court, except while on authorized leave, and in receipt of active duty pay and allowances		amount received.
7		amount due the United States by reason of a Federal Court Order		figure 11-6, rule 2
8		a debt determined valid from a Federal agency other than a Uniformed Service		figure 11-6, rule 3
9		cost of medical care determined due by the Settlement Authority under the Medical Care Recovery Act		figure 11-6, rule 2

FIGURE 11-5

RATES OF COLLECTION

RULE	A	B	C	D	E
	If an officer or enlisted member is indebted for	for	then accomplish the liquidation by monthly installments that	if debt remains at time of separation, collect from final pay	if debt is not liquidated from final pay, establish collection from
1	court ordered child support or alimony	garnishment or attachment of pay is directed by court order	are directed by court order, not to exceed State or Federal law, whichever is the lesser	prorated through date of separation	retired pay or pay in new enlistment
2	an administratively determined indebtedness to a Uniformed Service of the United states or its instrumentalities (includes DOT)		do not exceed maximum limitation specified in 11-B-4.a.(4) unless member consents in writing to collection of greater amounts. The member's CO may recommend collection of a lesser amount when justified. (financial hardship)	unpaid pay and allowances, separation payments, amounts deducted for United States Savings Bonds, including undelivered bonds; separation travel allowances for officers (for enlisted member, do not collect from separation travel allowance); reimbursement for transportation of household goods, dislocation and trailer allowance. If member is retiring collection may be from retired pay. (note 1)	retired pay or pay in new enlistment
3	an administratively determined indebtedness to the United States excluding the Uniformed Services and their instrumentalities		do not exceed 15 percent of disposable pay for that month, (refer to section 11-B-4.b)		

Notes:

1. For enlisted member, travel allowances remaining due after the completion of separation travel may be collected. (Comp Gen B-221133 of 15 Apr 86)

FIGURE 11-6

PRIORITY OF DEDUCTIONS AND COLLECTIONS

RULE	When the amounts due a member are not enough to cover authorized deductions or collections, collect applicable amounts shown in the following sequence:	
1	Reduction of pay entitlement	Losses of pay entitlement take precedence over all items for deduction or collection: a. Forfeiture. (note 1) b. Reduction for education benefit under "Montgomery G.I. Bill (note 1)
2	Reimbursement to United States	Amounts collected for deposit to the credit of the United States Treasury in the following order: a. FICA tax b. FITW (this includes any amounts voluntarily authorized by member in excess of the minimum withholding required. c. Deduction for SGLI
3	State income tax withholding	
4	Involuntary repayment of indebtedness to United States	a. Routine pay adjustment as defined section 11-A-2.j. b. Repayment of advances of pay/allowances or advances of travel. c. Other collections (overpayment of pay or allowances outside the scope of a routine pay adjustment). d. Repayment of public funds entrusted to an accountable member or funds obtained by any member through fraud, larceny, embezzlement, or other unlawful means. e. Clothing allowance charges. f. Transportation charges. g. Subsistence charges. h. Government property lost or damaged. i. Telephone or telegraph charges. j. Damage to assigned housing due to negligence or abuse. k. Indebtedness to a Commissary, DoD contracted Military Banking Facility overseas, or other appropriated fund activity for an uncollectable check or defaulted loan. l. Unpaid hospital bills for medical services furnished a dependent m. Compensation or stipend payments received by a medical officer from state, county, municipal, or privately owned hospitals for medical services. n. Jury duty fees received by a member. o. Amounts due other Uniformed Services or departments or agencies outside DOT, including court judgement.
5	Garnishment for alimony and child support payments	
6	Statutorily-required child and spousal support allotments	
7	Reimbursement to individuals and agencies	Remittances to an individual or agency by disbursing officer making deductions as follows: a. Deductions for rental of premises occupied by dependents. b. Deduction for payment for damages to private property.

Continued on next page.

FIGURE 11-7

PRIORITY OF DEDUCTIONS AND COLLECTIONS (cont'd)

RULE	When the amounts due a member are not enough to cover authorized deductions or collections, collect applicable amounts shown in the following sequence:	
8	Court-ordered bankruptcy payments under Chapter 13 of the revised Bankruptcy Act	See note 2.
9	Indebtedness to a nonappropriated fund activity	
10	Amounts due Service relief society (Army Emergency Relief, Air Force Aid Society, Navy-Marine Corps Relief Society, or Coast Guard Mutual Assistance) only at final separation	
11	Voluntary repayment of indebtedness to United States	In order specified by the Military Service member (note 3.)
12	Involuntary Allotment for Commercial Debts	See note 4.
13	Allotments	Payments made to an allottee by the United States or when a savings bond has been issued before the date amounts due a member are to be disbursed in the following order: a. Emergency support of dependent b. Government insurance (discretionary allotment) c. Repayment of individual indebtedness or for payment to an individual or financial organization for disposition as authorized by the allotter (discretionary allotment) d. Purchase of United States savings bonds e. Donation to charity drives f. Other discretionary allotments. (note 4)
14	IRS levy for delinquent Federal income taxes	See section 8-F-1.
15	Court-Martial fines	

Notes:

1. Gross pay to which the Military Service member would otherwise be entitled must be reduced by the amount of the forfeiture. The forfeiture is subtracted to determine a new, reduced gross pay amount. Deductions based on gross pay will be computed on the reduced gross pay.

2. In cases where the United States Bankruptcy Court has mandated that a sum be deducted monthly, the court order will be followed as prescribed in section 11-B-7. The above order of precedence will apply unless otherwise specified in the court order in which case the court's order prevails.

3. Upon separation, these become involuntary and fall under rule 4.

4. If the date of a tax levy is earlier than the effective date of a voluntary allotment or an involuntary allotment for commercial debts, the tax levy should be collected before either allotment.

FIGURE 11-7 (cont'd)

CHAPTER 12

RESERVE PAY AND ALLOWANCES

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CHAPTER 12. RESERVE PAY AND ALLOWANCES

A. Periods of Entitlement.

1. Active Duty Periods. Pay and allowances accrue to a reserve member for the authorized period of active duty plus allowable travel time.

   a. Active Duty Period Extended. A member is not entitled to pay and allowances beyond the period specified in the active duty orders, unless:

      (1) The member is unavoidably retained for a longer period.

      (2) The member's orders are extended by competent authority prior to expiration of the active duty period.

      Notes: In such cases, the commanding officer must state the pertinent facts by endorsement on the member' s orders.

      (1) As used in this chapter, the term active duty includes all active duty for a period of 139 days or less, including: Active Duty for Training for Annual Training (ADT-AT); Initial Active duty for Training (IADT); Active Duty for Training – Other Training Duty (ADT-OTD); Active Duty for Special Work In Support of the Reserve Component (ADSW-RC); and Voluntary and Involuntary Active Duty (Other Than In Support of a Contingency Operation).

      (2) This chapter does not apply to member on Extended Active Duty (EAD), or other active duty, for a period of 140 days or more. It also does not apply to reserve members called or ordered to active duty in support of a contingency operation. In these cases, reserve members are treated identical, for pay and allowance purposes, as members of the Regular Coast Guard.

   b. Active Duty Period Reduced. Entitlement to pay and allowances accrue to the member through the date of detachment, plus allowable travel time.

   c. Member Hospitalized. Entitlement to pay and allowances does not accrue to the member beyond the period specified in the active duty orders. Refer to section 12-Q.

   d. Multiple Training Sites. When training is directed at more than one duty point under the same orders, the intermediate travel time does not extend entitlement to pay and allowances beyond the number of days authorized in the orders plus allowable travel time from the place to which the member was ordered to active duty and return.

2. Inactive Duty for Training (IDT) Periods. Each member of the Coast Guard Reserve, when properly authorized, is entitled to compensation for each period of IDT performed. IDT compensation does not accrue to a member for any period the member performs active duty (with or without pay), or receives retired pay. Limitations are prescribed on IDT in Chapter 2 of the Reserve Policy Manual, COMDTINST M1001.28 (series).

3. Allowable Time for Travel Purposes. Allowable travel time is computed in accordance with section 2-K-3.

4. Saved Pay. For computation of saved pay refer to section 2-H.

B. Compensation.

1. Member on Active Duty. Reserve members who perform active duty with pay are entitled to the same pay and allowances authorized for Regular members on AD of corresponding grade and length of service, except as otherwise indicated in this chapter. A reserve member may, with his or her consent, be ordered to active duty without pay when authorized under section 1.D.5 and Chapter 3 of the Reserve Policy Manual, COMDTINST M1001.28 (series).

2. Member on IDT. Reserve members are entitled to compensation at the rate of one-thirtieth of the monthly basic pay (refer to chapter 2) for their grade and years of service for each regular drill or period of appropriate duty. IDT periods may not be less than four hours each for pay purposes. No member may receive more than one-thirtieth of the monthly basic pay for any one training period. Reserve members are entitled to two day's compensation if they perform two IDT periods of at least four hours each on one calendar day. This form of IDT is known as multiple drills. Only one multiple drill may be performed per day. Reserve members, with their consent, may be authorized to perform IDT without pay. See section 1.D.5 and Chapter 2.the Reserve Policy Manual, COMDTINST M1001.28 (series).

3. Combination Active Duty and Inactive Duty. A reserve member may be paid the equivalent total of more than 360 days' pay in a year, when so directed, if this total is based on a combination of active duty pay and inactive duty training pay.

4. Member Receiving Veterans' Benefits. A Reserve member who is entitled to a pension, retired pay, or disability compensation for earlier military service, and performs training duty for which entitled to pay, may elect to receive either:

   a. The pension, disability compensation, or retired pay or

   b. If the reservist specifically waives those payments, the pay and allowances authorized for the duty the member is currently performing.

      (1) Department of Veterans Affairs (VA) Disability Compensation. A reservist who is entitled to VA disability compensation must waive the equivalent VA compensation for one day for each reserve active duty pay or each inactive duty period. (Thus, the performance of two inactive duty periods in one calendar day requires waiver of the equivalent VA compensation for two days.) These waiver requirements apply for all days in a calendar month. See section 6-D-17, Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series)

      (2) Coast Guard Retired Pay. A reservist who is entitled to retired pay must waive the equivalent of retired pay for one day for each reserve active duty day or inactive duty performance day. (Thus, the performance of two inactive duty periods in 1 calendar day requires waiver of the equivalent retired pay.) These waiver requirements apply for all days in a calendar month. See section 3-A-4, Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

C. Aviation Career Incentive Pay (ACIP) and Hazardous Duty Incentive Pay for Flying Duty.

1. Effective 1 October 1991, the reserve aviation program was discontinued.

2. Prior to 1 October 1991, reserve members were entitled to ACIP and hazardous duty incentive pay for flying duty as prescribed in Chapter 5 of this Manual.

D. Special Pay.

1. Hardship Duty Pay-Location. Reserve members on active duty are entitled to HDP-Location under the condition prescribed in section 4-A of this Manual.

2. Career Sea Pay. Reserve members on active duty are entitled to CSEAPAY under the conditions prescribed in section 4-B of this Manual.

3. Hostile Fire or Imminent Danger Pay. Reserve members who serve on active duty in an imminent danger pay area for any part of a calendar month are entitled to hostile fore or imminent danger pay for that month, as prescribed in section 4-H of this Manual, provided the reservist remains entitled to active duty basic pay. If, during a calendar month, the reserve member serves in an imminent danger area, and during the same month loses entitlement to active duty basic pay, imminent danger pay will be prorated for the number of days the reservist received active duty basic pay.

4. Special Duty Assignment Pay. An enlisted reservist serving on active duty is entitled to SDAP, on a pro-rated basis, if the reservist meet the qualifications prescribed in COMDTINST 1430.10 (series).

E. Basic Allowance for Subsistence (BAS).

1. Active Duty With Pay. If enlisted members are not provided subsistence-in-kind they are entitled to BAS or SEPRATS as prescribed in section 3-B of this Manual. An officer is always entitled to BAS.

2. Active Duty Without Pay. Officers are entitled to BAS. Enlisted members not provided subsistence-in-kind are entitled to BAS or SEPRATS as prescribed in section 3-B of this Manual.

3. Active Duty Without Pay and Allowances. Payment of BAS/SEPRATS is not authorized.

4. IDT. An enlisted reservist who serves on IDT for eight or more hours a day, and is not provided rations-in-kind, is entitled to a commutation of rations in an amount equal to the rate of separate rations (SEPRATS) prescribed in section 3-B-2 of this Manual. The following rules apply:

   a. Reservists are not entitled to COMRATS/SEPRATS for periods of travel to and from the drill site.

   b. COMRATS/SEPRATS are paid per meal based on time periods during which the reservist is on duty.

c. Reservists who live in the local commuting area are only authorized the noon meal.

d. Reservists who commute in excess of 50 miles one-way between their residence and their regular drill site are authorized the noon and evening meals on the first day of IDT and the morning and noon meals on the second day of IDT if they remain overnight at or near the IDT site rather than commute to an from their home.

e. Reservists who commute less than 50 miles are authorized the noon and evening meals on the first day of IDT and morning and noon meals on the second day of IDT if they must remain overnight at or near the IDT site due to special operations or the nature of assigned augmentation.

f. If the distance a reservist must travel between the permanent residence and regular drill site is such that he/she must travel on the evening prior, in order to report for duty on or before 0700 on the first drill day, and the reservist remains overnight at or near the drill site, the morning, noon, and evening meals are authorized on the first day of drill, and the morning and noon meals are authorized on the second day of drill.

g. If the nature of IDT duty requires that a reservist work past 1800, the evening meal is provided in addition to any other meals authorized for the day.

5. SEPRATS (T). Enlisted Reserve personnel on active duty for periods of less than 140 days are entitled to SEPRATS (T) while in a travel status. This includes periods of ADT-AT, ADSW-RC, and ADSW-AC, except:

a. For periods of travel to and from initial active duty for training, or

b. Active duty performed within the local commuting area of the regular drill site, or

c. ADT-AT performed at a unit where Government quarters and messing are available. However, SEPRATS (T) is payable for travel to and from this unit.

F. Basic Allowance for Housing (BAH).

1. Active Duty With Pay. Reservists on active duty for 139 days or less who are not provided quarters in kind are entitled to BAH-II, unless the reservist is ordered to active duty in support of a contingency operation. See section 3-C-9 of this Manual.

2. Active Duty Without Pay. A reserve member ordered to active duty without pay who is not provided quarters in kind is entitled to BAH-II.

3. Active Duty Without Pay and Allowances. Payment of BAH is not authorized.

4. IDT. Payment of BAH is not authorized.

5. Annual Verification. Reservists must annually recertify their dependents as prescribed in section 3-E-7 of this Manual.

G. Family Separation Allowance (FSH and FSA).

1. Active Duty for periods of more than 30 days. Reserve members ordered to active duty for periods of more than 30 days are entitled to FSH and/or FSA at the rates payable and conditions of entitlement contained in Chapter 3, section 3-G, except as otherwise provided for in this section.

2. Active Duty Without Pay. Reserve members are not entitled to FSA when in a non-pay status.

3. Dependents Accompany Member. A member may not receive FSA-R or FSA-T when all dependents accompany the member to the member's duty station and remain with the member for the entire period of duty. Refer to 44 Comp Gen 307.

4. FSA-R Allowance. A qualified member is entitled to FSA-R from the first day of allowable travel time through the date preceding the day the member reverts to inactive status'. However, no entitlement exists until a continuous period of more than 30 days has elapsed. Refer to 43 Comp Gen 650.

H. Uniform and Clothing Allowances.

1. Officers. The regulations contained in section 3-J apply to all officers in the Reserve program.

2. Enlisted Members.

a. Members on Active Duty. Enlisted reservists on active duty for 6 months or less are not entitled to a clothing monetary allowance (CMA). Enlisted reservists on active duty over 180 days are entitled to CMA as prescribed in figures 3-25 and 3-27 of this Manual.

b. Members on IDT. Enlisted reservists, in training pay categories A and B, are entitled to reserve clothing monetary allowance (RCMA) on a per paid IDT drill basis. The rules for payment and current rates of RCMA are shown in Figures 3-26 and 3-27 of this Manual. The maximum number of drills to be paid RCMA is 48, regardless of whether the member is authorized a higher number of paid drills. If an enlisted reservist has unexcused absences that reduce the maximum number of eligible paid drills to below 48, the RCMA cap will be reduced likewise.

I. Station Allowance Outside the United States. Reserve members on active duty are entitled to station allowances as prescribed in Volume 1 of the Joint Federal Travel Regulations.

J. Lump Sum Leave (LSL) Payment for Unused Accrued Leave.

1. Entitlement. Members who perform active duty with pay for periods of 30 or more consecutive days, including travel time, are entitled to payment of LSL upon completion of the orders. This period may be covered by a series of orders requiring continuous service for a period of 30 days or more. Reservists being released from active duty, without immediate reentry onto active duty within 24-hours, are not allowed to carry a leave balance forward for payment at a later time. The reservist must either use the leave earned during the active duty period or sell it upon release. If the reservist does not use or sell the leave, the leave is lost.

2. Who May Not be Paid. Members performing active duty without pay, or who elected to receive a pension, disability compensation, or retired pay in lieu of active duty pay, and members who have sold 60 days leave since on and after 10 February 1976, are not entitled. See section 10-A-l.a.(2) for an exception.

3. Computation and Rates Payable. See section 10-A-6.

K. Federal Income Tax Withholding. The types of military pay subject to Federal tax withholding, listed in section 8-A, apply equally to pay earned by reserve members while performing active duty, or IDT.

L. State and Local Tax Withholding.

1. State Tax Withholding. The types of military pay subject to State tax withholding, listed in section 8-B, apply equally to pay earned by Reserve members while performing active duty, or IDT.

M. Federal Insurance Contributions Act (FICA) Tax. Only basic pay earned by a reserve member while on active duty, or IDT is subject to FICA tax withholding. Refer to section 8-C.

N. Servicemembers' Group Life Insurance (SGLI)-Reserve Full-Time Coverage.

1. Authority. Title 38 U.S. Code, chapter 19, provides for SGLI.

2. Entitlement. The following reservists have full-time coverage under SGLI: reservists on active duty, reservists on IDT; and reservists assigned to the selected reserve who are assigned to a unit or position in which the reservist may be required to perform active duty, or active duty for training, and each year will be scheduled to perform at least twelve periods of inactive duty training that is creditable for retirement purposes. Effective 1 April 2001 this program provides automatic full-time coverage in the maximum amount of $250,000. Refer to section 6-A for premium rates and conditions of entitlement.

3. Termination of SGLI. Reservists eligible for full-time coverage have SGLI premiums deducted from their active duty or IDT pay. If the reservist does not earn active duty or IDT pay, the reservist must remit the appropriate SGLI premium to the Coast Guard Human Resources Service & Information Center. Reservists whose SGLI premiums become 60 days delinquent shall have their SGLI coverage terminated under 38 U.S.C. 1969(a)(2)(b).

O. Funeral Honors Duty Allowance.

1. Authority. The authority for funeral honors duty allowance is 37 USC 435.

2. Entitlement. A daily allowance of $50.00 may be paid a member of the Ready Reserve who performs at least two hours of funeral honors duty. A member who performs this duty may be reimbursed for travel and transportation expenses incurred in conjunction with such duty as authorized under chapter 7 of Title 37 [37 USC @ 401 et seq.] if such duty is performed at a location 50 miles or more from the member's residence.

3. Deductions From Entitlement. Funeral honors duty allowance is taxable for federal and state income tax purposes.

4. Combination of Funeral Honors Duty with Other Duty.

   a. Funeral honors duty allowance may not be paid during periods that a reservist is on active duty.

   b. A single IDT drill may be scheduled on the same day as funeral duty, but must be completed prior to or commenced after funeral duty is performed.

P. Tricare Dental Program (TDP).

1. Eligibility. See section 6-B of this Manual. For further guidance regarding this program see Chapter 5 of the Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

Q. Disability Pay Under a Notice of Eligibility (NOE).

1. Authority. The authority for disability pay is contained in 37 U.S.C. 204(g) and Section 7-E, Reserve Policy Manual, COMDTINST M1001.28(series).

2. Entitlement. Reserve members disabled in the line of duty from injury, illness, or disease may be entitled to disability pay, provided such injury, illness, or disease is not determined to be caused by the members own misconduct.

   a. Rates of Pay. Active duty or IDT, refer to figure 12-1.

   b. Limitations of Pay:

      (1) All pay and allowances paid shall be in an amount which offsets the loss of income from nonmilitary compensation.

      (2) Pay and allowances may not be paid to a member who is enrolled in any other income protection insurance plan to the extent that such payment would result in total benefits to the member of more than the demonstrated loss of income from nonmilitary compensation.

      (3) The total pay and allowances paid may not exceed the amount of pay and allowances a Regular member of corresponding grade and length of service would have received.

      (4) Generally, pay and allowances will not be paid for a period greater then six months, however the period may be longer if Commandant (G-WTR) determines that it is in the interests of fairness and equity to exceed this limitation.

      (5) In computing the amount of disability pay, all special pays and allowances to which a reservist was entitled under sections 12-B, 12-D, 12-E, 12-F, 12-G, and 12-H, shall be included.

3. Leave. Regular leave does not accrue to a member who is disabled and receives pay and allowances beyond the termination date of orders that called the member to active duty, or the date of performance of IDT, as appropriate.

4. Termination of Pay and Allowances. A disabled member's pay and allowances terminate upon:

   a. Retirement.

   b. Separation for physical disability.

   c. Determination by service medical personnel that the member has recovered sufficiently to perform normal military duties, or when actually restored to normal military duties, whichever occurs first. A reservist must submit to timely medical examination(s) necessary for preparation of required medical certificate(s) in order to extend entitlement to pay and allowances beyond the ordered duty or training period. This provision does not apply to Figure 12-1, rules 2, 5 and 8, since the member's entitlements therein are based upon lost civilian income. Civilian earned income does not include retirement income.

   d. Discharge from the Coast Guard Reserve.

R. Allotments. Only reserve members on active duty for over 139 days are entitled to have allotments from their pay under Chapter 7 of this Manual.

S. Courts-Martial Sentences. The provisions of section 6-C of this Manual apply to reserve members.

T. Non-Judicial Punishment. The provisions of section 6-D of this Manual apply to reserve members, with the following exception. The maximum forfeiture to which a reservist is subject, while in an inactive duty status, is limited to one-half of the inactive duty training compensation to which entitled during the period of the sentence; this provision applies also to a reservist who is on active duty when the nonjudicial punishment is imposed, and reverts to an inactive duty status during the period of the sentence.

U. Board Certified Physician's Assistant Pay. The provisions of section 4-J of this Manual apply to reserve members.

DISABILITY ENTITLEMENTS FOR RESERVE MEMBERS
(FOR DISABILITIES INCURRED OR AGGRAVATED AFTER AFTER 29 SEPTEMBER 1988)

RULE	A	B	C	D
	If a member is physically disabled in the line of duty while	and the member is found	then the member is entitled to	and
1	serving on ordered active duty, or while traveling directly to or from such active duty (notes 1 and 10)	not fit for military duty	active duty pay and allowances for the period of the orders, plus authorized travel time. If the disability continues beyond this period, or if there is subsequent recurrence of this disability, entitlement exists to pay and allowances, less the full amount of all civilian earned income received for the ability period, for not more than a total of six months. (notes 2, 4, 6, 7, and 11)	medical and dental care appropriate for the disability until it cannot be materially improved by further hospitalization or treatment. The member is entitled to travel and transportation, or a monetary allowance, for travel incident to medical and dental care. Member is also entitled to subsistence in kind during hospitalization when not entitled to BAS. (note 8)
2		fit for military duty but can show lost civilian income	active duty pay and allowances for the period of the orders, plus authorized travel time. Thereafter, the member is entitled, upon request, to a portion of pay and allowances in an amount equal to lost civilian earned income or full pay and allowances, whichever is less, for not more than a total of six months. (notes 2, 3, 5, 6, and 7)	
3		fit for military duty and can't show lost civilian income.	active duty pay and allowances for the period of the orders, plus authorized travel time.	
4	performing inactive duty training or while, on the day of training, traveling directly to or from such training (notes 1 and 9)	not fit for military duty	inactive duty training compensation for the day (both) periods if two had been scheduled). If the disability continues beyond this period, or if there is a subsequent recurrence of this disability, entitlement exists to pay and allowances, less the full amount of all civilian earned income received for the disability period, for not more than a total of six months. (notes 2, 4, 6, 7, and 11)	

FIGURE 12-1

DISABILITY ENTITLEMENTS FOR RESERVE MEMBERS
(FOR DISABILITIES INCURRED OR AGGRAVATED AFTER SEPTEMBER 29, 1988)

RULE	A If a member is physically disabled in the line of duty while	B and the member is found	C then the member is entitled to	D and
5		fit for military duty but can show lost civilian income	inactive duty training compensation for the day (both) periods if two had been scheduled). Thereafter, the member is entitled, upon request, to a portion of pay and allowance in an amount equal to lost civilian earned income or full pay and allowances, whichever is less, for not more than a total of six months. (notes 2, 3, 5, 6, and 7)	medical and dental care appropriate for the disability until it cannot be materially improved by further hospitalization or treatment. The member is entitled to travel and transportation, or a monetary allowance, for travel incident to medical and dental care. Member is also entitled to subsistence in kind during hospitalization when not entitled to BAS. (note 8)
6	performing inactive duty training or while, on the day of training, traveling directly to or from such training (notes 1 and 9)	fit for military duty and can't show lost civilian income	inactive duty training compensation for the day (both periods if two had been scheduled	
7	traveling directly to or from inactive duty training on a day(s) other than the training day. (notes 1 and 9)	not fit for military duty	beginning on the day of disability, pay and allowances, less the full amount of all civilian earned income received for the disability period, for not more than a total of six months. (notes 2, 4, 6, 7, and 11)	
8		fit for military duty but can show lost civilian income	beginning on the day of disability, and upon request a portion of pay and allowance in an amount equal to lost civilian earned income or full pay and allowances, whichever is less, for not more than a total of six months. (notes 2, 3, 5, 6 and 7)	
9		fit for military duty and can't show lost civilian income		
10	remaining overnight immediately before the start of inactive duty training, or while remaining overnight between successive periods of inactive duty training, if the site is outside reasonable commuting distance from his/her residence	not fit for military duty	beginning on the day of disability pay and allowance less the full amount of all civilian earned income received for the disability period, for not more than a total of 6 months (notes 2, 4, 6, 7, and 11)	
11		fit for military duty but can show lost civilian income	beginning on the day of disability, and upon request, a portion of pay and allowances in an amount equal to lost civilian earned income or full pay and allowances, whichever is less, for not more than a total of 6 months. (notes 2, 3, 5, 6, and 7)	
12		fit for military duty and cannot show lost civilian income		

FIGURE 12-1 (cont'd)

DISABILITY ENTITLEMENTS FOR RESERVE MEMBERS
(FOR DISABILITIES INCURRED OR AGGRAVATED AFTER SEPTEMBER 29, 1988) (CONT'D)

Notes:

1. A member is considered to be traveling to the duty or training site upon departing residence with the intention of going directly to such duty or training site. A member is considered to be traveling from the duty or training site upon direct return to residence after completion of the duty or training.

2. Failure of the member to provide current and sufficient information as established by administrative regulations of the Coast Guard may result in discontinuance of pay and allowances. .

3. Lost civilian earned income is the difference between the member's normal wages or salary or other earnings (including self-employment earnings) that would have been payable for the disability period had the member been fully engaged in civilian employment, less any payments the member received. Civilian earned income does not include retirement income. The member must report all income from an income protection plan, vacation pay or sick leave that is received during the disability period. If the sum of all these equals or exceeds the member's usual and customary earned income, no pay and allowances payments will be made. Any payments to the member will first be paid as the basic pay element and then, if necessary, as allowances (BAH and BAS).

4. A member is entitled to compensation (but not point credit) at the rate of 1/30 of monthly basic pay for each scheduled inactive duty training period he or she is unable to attend because of disability. However, there is no entitlement, if while traveling to or from the training or duty site, the member was disabled because of his or her gross negligence or misconduct. This entitlement will be factored into the pay and allowances payable so that total payments to the member for the disability period do not exceed the pay and allowances of a member of the Regular Component.

5. Any military duty which the member performs will be factored into the pay and allowances payable in note 3 so that the total payments to the member do not exceed the pay and allowances of a member of the Regular Component.

6. Commandant (G-WTR) may extend the period of entitlement beyond 6 months in the interests of fairness and equity.

7. There is no entitlement to pay and allowances beyond the training or duty period of the disability resulted from the member's gross negligence or misconduct.

8. There is no entitlement to medical and dental care if the member is disabled because of gross negligence or misconduct and the disability occurred while traveling to or from the training or duty site.

9. Does not include work or study in connection with a Coast Guard or DOD correspondence course, or attendance in an inactive status at an education institution under the sponsorship of the Coast Guard, DOD, or the Public Health Service.

10. A member who is called to active duty to undergo a physical examination, not incident to a call to active duty for more than 30 days, becomes entitled to the provisions of rules 1, 2, or 3, as applicable, on the day the disability is incurred.

11. Earned income is the total amount a member received from civilian employment or self-employment. It includes receipts from an income protection plan, vacation plan, or sick leave the member elects to receive.

FIGURE 12-1 (cont'd)

CHAPTER 13

PAYMENTS TO MEMBERS OF OTHER UNIFORMED SERVICES

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CHAPTER 13. PAYMENTS TO MEMBERS OF OTHER UNIFORMED SERVICES

A. Casual Payment to Members of the Other Uniformed Services.

1. Transient Member. Members of the Army, Navy, Air Force, and Marine Corps may be paid by Coast Guard servicing PERSRU when other military disbursing facilities are not available. "Cross disbursing" is the term used to describe this procedure. Servicing PERSRU's will not provide regular disbursing service. Prior to payment, the servicing PERSRU must contact HRSIC (MAS) to obtain a cash control number. A transient is a member of any of the Uniformed Services who is between duty stations in an authorized leave or travel status. Procedures for how to make payments and record them are contained in Chapter 6, Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

2. Deployed Member. Members of the Army, Navy, Air Force, and Marine Corps deployed on a Coast Guard vessel may be paid by a Coast Guard imprest fund cashier. Payment will only be made after authorization has been received from Coast Guard Human Resources Service and Information Center (MAS).

B. Emergency Payments to Dependents in Event of Evacuation.

1. When to Make Payments. Emergency payments may be made to dependents of military members of other Armed Services when other military disbursing facilities are not available.

2. Payment Procedure. Dependents ordered to evacuate an area may obtain emergency payments by presenting an original Authorization or Designation for Emergency Pay and Allowances (DD-1337), and proper identification to a servicing PERSRU. Procedures for how to make payment and record them are contained in Chapter 6, Personnel and Pay Procedures Manual, HRSICINST M1000.2 (series).

CHAPTER 14

OUT-OF-SERVICE DEBT COLLECTION

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CHAPTER 14. OUT-OF-SERVICE DEBT COLLECTION

A. Authority. The Secretary of Transportation has delegated the authority to carry out the debt collection functions for the Coast Guard to the Commandant. The Commandant has redelegated the authority and responsibility for collecting out-of-service debts of former members resulting from the overpayment of pay and allowances to the Chief, Office of Military Personnel.

B. Definitions. The following definitions apply to out-of-service debt collection:

1. Administrative Charge. An assessment to cover administrative costs incurred as a result of a delinquent debt. Calculations are based upon actual costs incurred or upon cost analyses establishing an average of actual added expenses.

2. Administrative Offset. The withholding of money under 31 U.S.C. 3716 payable to, or held by the Government, for a person to satisfy a debt the person owes the Government.

3. Compromise. The settlement of a debt by mutual agreement for an amount less than the full amount of an indebtedness.

4. Consumer Reporting Agency. Any person who, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.

5. Debt. An overpayment, erroneous payment, or claim due the United States which resulted from active service or retired/annuity pay.

6. Debt Collection Agency. A person or organization with whom the Coast Guard has contracted for collection services to recover an indebtedness owed to the United States.

7. Delinquent Debt. A debt which has not been paid by the date in the initial written correspondence unless other satisfactory payment arrangements have been made by that date, or if the debtor fails to satisfy obligations under a payment agreement.

8. Interest. The additional monies charged an account that is not paid in full by the initial demand date. The rate of interest assessed will be the rate of the current value of funds to the U.S. Treasury as published in the Federal Register by the Secretary of the Treasury.

9. Out-of-Service Debtor. A person who is indebted to the Coast Guard and who is not entitled to receive monies from a Uniformed Service pay and allowance system.

10. Pay and Allowance System. The Coast Guard's automated Joint Uniform Military Pay System (JUMPS) and automated retired/annuity pay system. This includes accounts for active, Reserve, and retired members; survivor annuitants; and lighthouse keepers.

11. Penalty. A charge at the rate of 6 percent per year on any portion of a debt that is delinquent for more than 90 days. This charge is not calculated until the 91st day, but will accrue from the date the debt became delinquent.

12. Salary Offset. An administrative offset to collect a debt under 5 U.S.C. 5514, that is due the Government, by deduction(s) from the current pay account of a member or employee without the person's consent.

13. Settlement Authority. A person authorized to settle a claim.

14. Suspension. The delaying of collection action for a given period of time.

15. Termination. The removal of an indebtedness from accounts receivable and termination of collection action. This action does not preclude the reestablishment of the receivable, if the situation changes, or acceptance of a future payment.

C. Redelegation of Authority.

1. Under the policy guidance of Commandant (G-WPM), the Commanding Officer, HRSIC shall establish standard procedures for out-of-service debt collection. These procedures shall conform to the guidelines of the above cited authorities and this Manual. In addition, further guidance is contained in the Accounting Manual, COMDTINST M7300.4 (series), and the Claims and Litigation Manual, COMDTINST M5890.9 (series).

2. The Commanding Officer, HRSIC is designated as the settlement authority for out-of-service debts resulting from the Coast Guard pay and allowance system. This authority may not be redelegated. CO, HRSIC may compromise, suspend, or terminate collection action on any debt that does not exceed $10,000.00, exclusive of interest, penalties, and administrative costs.

3. Exceptions. The redelegations authorized in section 14-C-2 do not apply to any debt involving:

   a. An indication of fraud, the presentation of a false claim, or misrepresentation on the part of a debtor or any other party having an interest in the claim, or

   b. A debt that arose out of an exception made by the General Accounting Office in the account of an accountable officer.

D. Responsibilities.

1. Commandant (G-WPM) is responsible for:

   a. Ensuring that the out-of-service debt collection activities are in compliance with regulation, current law, and the standards of higher authority.

   b. Establishing a justifiable dollar amount below which collection efforts need not be taken.

   c. Keeping the Commanding Officer, HRSIC informed on changes in interest rates and other changes affecting out-of-service debt collection efforts.

   d. Taking action to compromise, suspend, or terminate out-of-service debts between $10,000 and $20,000.

2. Commanding Officer, HRSIC, will:

a. Establish, verify, and document all out-of-service debts.

b. Notify and aggressively pursue collection action on a timely basis, with effective follow-up.

c. Determine when a debt can be collected by administrative or salary offset. When administrative offset can be used, due process as outlined in 4 CFR 102.3 must be given. To effect a salary offset from another Federal agency, the due process required by 5 CFR Part 550 must be assured.

d. Authorize collection by installments. Normally, the payments should be sufficient to liquidate the debt within 3 years and at least $50 per month.

e. Assess appropriate interest, penalties, and administrative charges on all debts in compliance with 4 CFR 102.13, and the Accounting Manual, COMDTINST M7300.4 (series). If in the best interests of the Government, charges may be waived on a case-by-case basis.

f. Compromise debts in accordance with 4 CFR 103. Forward debts in excess of $10,000, where compromise may be appropriate, with supporting documentation to Commandant (G-WPM) for approval.

g. Terminate and suspend collection action in accordance with 4 CFR 104. Collection of debts less than $100 will not normally be pursued unless the Commanding Officer, HRSIC considers it in the best interests of the Coast Guard to do so. If the debt is recommended for termination and exceeds $10,000, forward the appropriate documentation to Commandant (G-WPM) for action.

h. Maintain data and do periodic comparison of costs incurred in the out-of-service debt collection process and corresponding recovery rate. These costs shall be used to compare the cost effectiveness of alternative collection techniques, establish guidelines with respect to points at which further collection efforts are likely to exceed recoveries, and assist in evaluating offers of compromise. When these costs exceed the established minimum debt amount below which collection efforts need not be taken, and it is considered in the best interests of the Coast Guard to change the threshold, forward a recommendation for change with complete justification to Commandant (G-WPM).

i. Comply with the Debt Collection Improvement Act of 1996. Refer past-due debts that are 180 days delinquent to the Department of Treasury for administrative offset under the Treasury Offset Program.

j. Collect and maintain data and records involving compromise, suspension, or termination of out-of-service debts. Data and records must be available for review or inspection by the General Accounting Office or the DOT Inspector General. Provide upon request by Commandant (G-WP) such information as may be needed to comply with the reporting requirements of other Federal agencies.

E. Suspension of Collection Action.

1. Commanding Officer, HRSIC may suspend collection action and/or waive the assessment of interest, penalty, and administrative charges pending a decision on a waiver request. Appropriate consideration will be given on a case-by-case basis as to whether:

   a. There is a reasonable possibility that the waiver will be granted.

   b. The debt (in whole or in part) will be found not owing from the debtor.

   c. The Government's interests would be protected by reasonable assurance that the debt could be recovered if the debtor does not prevail.

   d. Collection of the debt or assessment of interest would cause undue hardship on the debtor.

F. Use of Outside Agencies.

1. Location of Debtors. Aggressive action must be taken to locate debtors by any legal means available. This includes a search of the debtor's credit report.

CHAPTER 15

CADET PAY AND ALLOWANCES

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CHAPTER 15. CADET PAY AND ALLOWANCES

A. Authority.

1. Rate of Pay. Under 37 U.S.C. 203 (C)1, effective 1 January 1999, Coast Guard cadets are entitled to receive pay at the current rate of $600.00 per month.

2. Subsistence. Under 37 U.S.C. 422 Coast Guard cadets are entitled to receive a ration, or commuted value of ration in money for each day the member is on active duty. Commuted rations accrue for periods of authorized leave of one or more days but not for a fractional part of a day. The value of commuted rations for a cadet is $5.25 per day, effective 1 October 1998.

3. Lump Sum Leave (LSL) Payment. Under 37 U.S.C. 504, Coast Guard cadets are not entitled to compensation for unused leave. An enlisted member of the Uniformed Services who accepts an appointment as a cadet is entitled to LSL payment for unused accrued leave as of the day preceding the date of acceptance of appointment as a cadet.

4. Travel To and From the Coast Guard Academy. Will be in accordance with Joint Federal Travel Regulations (JFTR) paragraph U7000.

B. Management of Cadet Pay and Allowances. Cadets are loaded into the PMIS/JUMPS payroll system, and their pay is computed by PMIS/JUMPS. HRSIC Topeka processes tax, SGLI, and allotment deduction and disbursements on behalf of cadets. HRSIC does not disburse net pay to cadets. Rather, HRSIC sends a report of computed net pay to the Superintendent, U.S. Coast Guard Academy. The Superintendent, U.S. Coast Guard Academy accounts for, manages, and disburses cadet pay.

C. Commencement and Termination of Pay.

1. Commencement of Pay. Pay shall commence upon entry into the Coast Guard Academy. A cadet appointed from a civilian status is entitled to cadet pay commencing with the date he or she reports to the Coast Guard Academy, providing the oath and acceptance of appointment is executed. A cadet appointed from enlisted status is entitled to basic pay as a cadet commencing with the date the oath and acceptance of appointment is executed. Pay accrues to such member on the basis of current enlisted pay grade through the day preceding the date the oath and acceptance of appointment as a cadet is executed.

2. Termination of Pay. Cadets who are separated from the Coast Guard Academy after execution of the oath and acceptance of appointment are entitled to pay and allowances to and including the date they are separated from the Coast Guard Academy.

D. Paydays. A cadet's fund account will be credited on the last working day of every month.

E. Advance Payment for Initial Clothing and Equipment.

1. Advance Payment. The Superintendent, U. S. Coast Guard Academy, shall establish the amount cadets will receive during the initial month(s) of active duty at the academy to cover the cost of initial clothing and equipment. This payment shall be sufficient to prevent the cadet from having a deficit cadet account balance.

2. Liquidation of Advance Pay. The repayment schedule normally will not exceed six months.

3. Early Separations. If a Coast Guard cadet is separated from the Service prior to liquidation of the advance, the following action shall be taken:

   a. Apply pay and allowances accrued and unpaid through date of separation toward liquidation of advance pay.

   b. If amount due is insufficient to liquidate the indebtedness, apply balance remaining in the cadet's personal account to the extent necessary to complete liquidation of the indebtedness.

   c. If member is still indebted, the cadet shall surrender to the Superintendent, Coast Guard Academy, clothing and equipment of a distinctively military nature to the extent required to liquidate the indebtedness.

   d. If there is any indebtedness remaining after the liquidation process listed above, the debt shall be cancelled.

F. Deductions from Pay.

1. Servicemember's Group Life Insurance (SGLI). Cadets are eligible for SGLI coverage while on full-time duty as a cadet. Refer to section 6-A for cost and coverage.

2. Allotments from Pay. Cadets may only register allotments as authorized by the Superintendent, Coast Guard Academy.

3. Federal Income Tax, State Income Tax, and Federal Insurance Contribution Act (FICA). Cadet pay is taxable. Refer to sections 8-A through 8-C for policies and regulations concerning taxes.

G. Initial Deposit by Cadets (Entrance Deposit). Upon admission to the Coast Guard Academy, each cadet is required to deposit with the Superintendent, Coast Guard Academy, the sum of $1,000.00 to offset the cost of the initial issue of clothing and equipment. These funds are deposited to the cadet's individual account. This requirement may be waived, in part, by the Superintendent, Coast Guard Academy, when unusual circumstances exist.

H. Surrender of Clothing and Equipment Upon Separation Prior to Graduation. Under 14 U.S.C. 183, each cadet is required to turn into the Coast Guard Academy any acceptable clothing and equipment of a distinctively military nature to the extent necessary to liquidate an indebtedness.

1. Acceptable Items. The Superintendent, Coast Guard Academy, shall determine which items of clothing and equipment are acceptable for resale.

2. Allowed Values. The Superintendent, U.S. Coast Guard Academy, shall establish the value to be allowed for each item of clothing and equipment surrendered by a cadet.

CHAPTER 16

RETIRED PAY

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CHAPTER 16. RETIRED PAY

A. Retired Pay (Nondisability).

1. Authority.

a. Commissioned officers:

(1) 30 year retirement - 14 U.S.C. 292.

(2) 20 year retirement - 14 U.S.C. 291 (Note: Must have at least 10 years of active commissioned service).

(3) Compulsory retirement at Age 62 - 14 U.S.C. 293 (Except warrant officers).

(4) Regular captains - 14 U.S.C. 288.

b. Warrant officers:

(1) 30 year retirement - 10 U.S.C. 1305.

(2) 20 year retirement - 10 U.S.C. 1293.

(3) Compulsory retirement at Age 62 - 10 U.S.C. 1263.

c. Enlisted personnel:

(1) 30 year retirement - 14 U.S.C. 354.

(2) 20 year retirement - 14 U.S.C. 355.

(3) Compulsory retirement at age 62 - 14 U.S.C. 353.

d. Temporary Early Retirement Authority (TERA) - Section 4403, Public Law 102-484 of 23 Oct 92 as amended by Section 542(d), Public Law 103-337 of 5 Oct 94, authorizes the Secretary of Transportation to reduce the 20 years creditable service requirement for retirement to 15 years during the period from 30 Sep 94 through 30 Sep 99. The authority to implement TERA for the Coast Guard has been delegated to the Commandant.

e. Except as provided elsewhere, the policy and procedures contained in the Department of Defense Military Pay Policy and Procedures – Retired Pay Manual apply to Coast Guard retired members. This Manual can be found at web site: www.dtic.mil/comptroller/fmr/07b/index.html.

2. Retired Pay Multiplier.

a. Prior to 1 August 1986. An officer, warrant officer, or enlisted person who first became a member of a Uniformed Service on or before 31 July 1986, is entitled to:

(1) two and one-half percent for each full year of active service, and

(2) one-twelfth of a year (12 months) for each full month of service that is in addition to the number of full years of service of the member, not to exceed 75 percent.

Example: A member with 22 years, 7 months, and 23 days would have a multiplier of 56.45 percent. The 23 days are dropped since they are not a full month. Refer to figure 16-1.

b. On or after 1 August 1986. An officer, warrant officer, or enlisted person who first became a member of a Uniformed Service on or after 1 August 1986 is given a choice of retirement plans upon reaching 15 years of active service. There are two options:

(1) Retire under the retirement program in effect prior to 1 August 1986 (as detailed in section 16.A.2.a.); or

(2) Receive a $30,000 Career Status Bonus (CSB – see section 5-E of this Manual) at the 15 year service point and receive a lower percentage if the member retires with less than 30 years of active service. If the member makes this election, the member is entitled to:

(a) two percent for each full year of active service for the first 20 years of active service;

(b) three and one-half percent for each year beyond 20 years of active service;

(c) one-twelfth of one percentage point for each month by which the member's years of active service (after counting all full years of such service) are less than a full year.

Example: A member with 22 years, 7 months, and 23 days would receive retired pay based on a multiplier of 49.04 percent. The 23 days are dropped since they are not a full month. Refer to figure 16-2.

(d) Upon such member reaching age 62, the member's retired pay multiplier will be adjusted on a one-time basis to what it would have been under paragraph 16.A.2.a. For example, a 20-year retiree's multiplier would be adjusted from 40% to 50% of the member's original average basic pay.

(e) Member who elect a $30,000 career retention bonus must agree to complete at least twenty years of active duty. If the member does not complete the obligation to stay to twenty years service, the member must repay a prorated share of the bonus.

c. Creditable Service For Multiplier Purposes. All forms of active duty are creditable for the retired pay multiplier. Reserve drills performed are also creditable. For example, a member with prior reserve service who earned 360 points for reserve drills will be given credit for an additional one year of active service in computing the retired pay multiplier.

3. Pay Scale or Retired Pay Base.

   a. On or before 7 September 1980.

      (1) An officer or enlisted person who first became a member of the Uniformed Service on or before 7 September 1980 is entitled to use the active duty monthly pay scale in effect on the first day of retirement to determine gross monthly retired pay, e.g., an officer or enlisted member who retires on 1 July 2000 is entitled to have retired pay computed based on the active duty pay rates effective 1 July 2000.

      (2) A warrant officer who first became a member of the Uniformed Service on or before 7 September 1980 is entitled to use the active duty monthly pay scale in effect on the day before retirement, e.g., a warrant officer who retires on 1 July 2000 is entitled to have retired pay computed based on the active duty pay rates effective on 30 June 2000.

   b. On or after 8 September 1980. An officer, warrant officer, or enlisted person who first became a member of a Uniformed Service on or after 8 September 1980, will have a retired pay base established by their high 36-month average of basic pay, whether or not consecutive. Normally, this would be the average of the basic pay received in the last 36 months of active duty prior to date of retirement.

4. Computation of TERA Retired Pay. Because TERA permits retirement benefits to start prior to the standard 20 year retirement plan, Congress legislated a reduction factor to be assessed against TERA retired pay. Effect of reduction factor depends on the number of years before 20 years that a member retires. That reduction factor is 1/12th percent for each full month less than 20 years. To illustrate TERA retired pay computations, following example is presented for an E-8 with exactly 15 years.

   a. First: Calculate retired pay for an E-8 with 15 years. Refer to section 16-A-2 and 16-A-3 above.

   b. Second: Compute reduction factor: 20 years - 15 years = 5 years or 60 months. 60 months X 1/12 percent per month = 5 percent. 100% - 5% = 95% or .95.

   c. Third: Multiply retired pay for 15 years in section 16-A-4.a., above, by reduction factor calculated in 16-A-4.b.: $850.38 X .95 = $807.86 monthly retired pay before taxes.

5. Cost-of-Living Adjustments (COLADJ's). COLADJ's are given annually based on the increase in the Consumer Price Index (CPI).

   a. Members who first became a member of the Uniformed Service on or before 31 July 1986, and members who first became a member of the Uniformed Service on or after 1 August 1986 who do not elect a $30,000 career retention bonus, receive an annual COLADJ equal to the CPI.

b. Members who first became a member of the Uniformed Service on or after 1 August 1986 who do elect a $30,000 career retention bonus receive an annual COLADJ equal to the CPI minus 1%. When the member reaches age 62, the member receives a one-time COLADJ catch up; a recalculation of the member's retired pay is done to apply a full CPI for each retirement year. After this one-time catch up at age 62, COLADJ's in later years will again be set at CPI minus 1%.

6. Ten Percent Good Conduct. The provisions of 14 U.S.C. 357(c) state that any enlisted member, who first became a member of the Coast Guard on or before 6 September 1963, and retired from the Coast Guard by reason of 20 years or more service, whose average marks in conduct during their service in the Coast Guard were not less than 97 1/2 percent of the maximum, shall be entitled to have their retired pay increased by an amount equal to 10 percent of the active duty pay and permanent additions thereto of the enlisted grade or rating with which retired (Comp. Gen. B-193199, dated 11 Apr 79). Note: Any enlisted member who accepts an appointment as a commissioned officer or warrant officer will lose their entitlement to the 10 percent good conduct increase in retired pay as an officer. Any enlisted member who is eligible for both 10 percent for good conduct and 10 percent for heroism is entitled to have their retired pay increased by on or the other, not both. Total retired pay cannot exceed 75 percent of the current active duty monthly pay scale or the retired pay base, whichever is used.

7. Ten Percent for Heroism. The provisions of 14 U.S.C. 357(i) states that any enlisted member retired by reason of 20 years of duty, as determined by the Secretary, shall be entitled to have his/her retired pay increased by ten percent. If the member retires as an officer, there is no entitlement to the ten percent increase regardless of when the member was cited (52 Comp. Gen. 599 and 47 Comp Gen 397). Any enlisted member who is eligible for both ten percent for heroism and ten percent for good conduct is entitled to have their retired pay increased by one or the other, not both. Total retired pay cannot exceed 75 percent of the current active duty monthly pay scale or the retired pay base, whichever is used.

8. Offset for Dual Compensation.

   a. Prior to 1 October 1999, retired regular commissioned officers and warrant officers who were employed by the federal government were required to have their retired pay reduced. Public law 106-65 eliminated dual compensation offsets under Title 5, U.S. Code.

9. Department of Veterans Affairs (VA) Compensation. Any member separated or retired may file a claim for VA compensation. A retired member receiving retired pay who files a claim with the VA and is subsequently awarded VA compensation shall have their retired pay reduced by the dollar amount of the compensation received. If the monthly amount of VA compensation is greater than the monthly amount of retired pay, retired pay is stopped. At any time the VA compensation is less than the member's monthly retired pay, then, upon notification from the VA, retired pay is restarted. If the VA compensation is less than the member's monthly retired pay, the member will receive a payment from VA and a payment from the Coast Guard representing the difference between VA compensation received and the member's retired pay. VA compensation is tax exempt.

   Note: Waiver of retired pay in order to receive VA compensation is contained in the claim form filed with the VA.

10. Special Compensation for Severely Disabled Retirees.

a. Effective 1 October 1999, a military retiree with a VA-rated disability of 70% or more is entitled to special compensation. Retirees with a VA disability rating of 70% or 80% are entitled to $100 per month. Retirees with a VA disability rating of 90% are entitled to $200 per month. Retirees with a 100% VA disability rating, or who have been rated as unemployable as a result of service-connected disabilities, are entitled to $300 per month.

b. Only retirees with 20 or more years service, who are not retired for disability under the provisions of Title 10, U.S. Code, Chapter 61, are entitled to special compensation.

c. Special compensation is taxable income within the meaning of section 61 of the Internal Revenue Code.

B. Retired Pay (Disability).

1. Authority. 10 U.S.C. Chapter 61 and 71.

2. Retirement for Disability (Temporary). If the disability is at least 30 percent and is not permanent in nature, the member is placed on the temporary disability retired list (TDRL) and is subject to physical examination no less than once every 18 months. After five years, the member must:

a. be retired for permanent disability, or

b. if the disability is less than 30 percent and the member has less than 20 years of service, be returned to active duty or separated.

3. Retirement for Disability (Permanent). A member entitled to basic pay who is unfit to perform the duties of his or her office, grade, rank, or rating because of a permanent physical or mental disability may be retired if:

a. the disability is of a permanent nature;

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

c. either-

(1) the member has at least 20 years of service computed under Section 1208 of Title 10; or

(2) the disability is rated at 30 percent or more; and either-

(a) the member has at least eight years of service computed under Section 1208 of Title 10; or

(b) the disability is the proximate result of performing active duty;

(c) the disability was incurred in line of duty in time of war or national emergency; or

(d) the disability was incurred in line of duty after 14 September 1978.

4. Expiration of 5 Years on TDRL. If, upon the expiration of 5 years after the date the member's name was placed on the list, a decision has not been reached by the Physical Evaluation Board (PEB), retired pay is terminated. If the decision is to retire the member for permanent disability, retired pay may be restored retroactive to the day after completion of 5 years on the TDRL.

5. Minimum and Maximum Percentages. A member placed on the TDRL will receive a minimum of 50 percent of the current active duty pay scale or retired pay base (high 36-month average), depending on when the member first became a member of a Uniformed Service. The maximum percentage is 75 percent regardless of a disability rating above 75 percent.

6. Credit for time Served on TDRL. A member who is recalled to active duty or separated is credited with the time served on the TDRL for longevity purposes only. It is not creditable for increasing the percentage of "multiplier." (42 COMP GEN 116)

7. Tax on Disability Retired Pay. That portion of retired pay, attributable to the percentage of disability, is tax exempt for any member who was a member on or before 24 September 1975. The disability retired pay of any member who first became a member of a Uniformed Service on or after 25 September 1975, is subject to Federal Income Tax Withholding (FITW). The exception is a member who receives disability retired pay because of a combat-rated injury. The term combat-related injury means:

   a. personal injury or sickness incurred as a direct result of armed conflict, or

   b. while engaged in extra hazardous service, or

   c. under conditions simulating war, or

   d. caused by an instrument of war.

8. Ten Percent for Heroism. Enlisted members retired for disability who are otherwise eligible for voluntary retirement for more than 20 years of service and entitled to a 10 percent increase in pay for certified acts of extraordinary heroism are entitled to an additional computation under the service retirement. Payment is based on the most favorable computation.

C. Retired Pay (Reserve).

1. Authority. Chapter 67, 10 U.S.C.

2. Policy. Refer to section 8-C, Reserve Policy Manual, COMDTINST M1001.28 (series).

3. Point System. Refer to section 8-C, Reserve Policy Manual, COMDTINST M1001.28 (series).

4. Inquiries Concerning Retired Pay. Refer to section 16-E-1.

D. Retired Pay Administration.

1. Disbursements. The Coast Guard Human Resource Services and Information Center (HRSIC) shall calculate, make, and record all disbursements of pay to retired military personnel, retired lighthouse keepers, and annuitants.

2. Deductions. HRSIC shall make appropriate deductions from retired/annuitant pay, including:

   a. Department of Veterans Affairs, and Social Security offsets;

   b. Federal and state tax withholdings;

   c. Deductions for indebtedness to the United States, its instrumentalities, and for court-ordered garnishments of pay;

   d. Retired Serviceman's Family Protection Plan (RSFPP) and Survivor Benefit Plan (SBP) coverage costs;

   e. Voluntary allotment deductions; and

   f. Other deductions required by statute or regulation.

3. Redelegation of Authority. Commanding Officer, HRSIC, is delegated authority to process and adjudicate deemed SBP elections of former spouses under the provisions of 10 U.S.C. 1450(f)(3)(A). This authority shall not be further redelegated.

4. Policy Guidance. In carrying out its functions, HRSIC shall be guided by the:

   a. United States Code and Code of Federal Regulations.

   b. Coast Guard Pay Manual, Coast Guard Personnel Manual, and other policy guidance provided by Commandant; and

   c. Department of Defense Military Retired Pay Manual.

E. Inquiries.

1. Direct general inquiries from retirees or annuitants pertaining to retired affairs, retired pay or annuities, to:

   Commanding Officer (RAS)
   CG Human Resources Service and Information Center
   444 SE Quincy Street
   Topeka KS 66683-3591

   Phone number: (785) 339-3415
   Toll free line for retirees and annuitants only: 1-800-772-8724
   Fax: (785)339-3770

CONVERTING YEARS AND MONTHS OF SERVICE TO MULTIPLIER PERCENTAGE FOR A MEMBER WHO FIRST BECAME A MEMBER OF A UNIFORMED SERVICE ON OR BEFORE 31 JULY 1986

EFFECTIVE DATE OF THIS TABLE IS 1 OCTOBER 1983

Service:Multiplier:	Service:Multiplier:	Service:Multiplier:	Service:Multiplier
Yrs:mos (%)	Yrs:mos (%)	Yrs:mos (%)	Yrs:mos (%)
20: 0 : = 50.00	23: 0 : = 57.50	26: 0 : = 65.00	29: 0 : = 72.50
20: 1 : = 50.20	23: 1 : = 57.70	26: 1 : = 65.20	29: 1 : = 72.70
20: 2 : = 50.43	23: 2 : = 57.93	26: 2 : = 65.43	29: 2 : = 72.93
20: 3 : = 50.63	23: 3 : = 58.13	26: 3 : = 65.63	29: 3 : = 73.13
20: 4 : = 50.83	23: 4 : = 58.33	26: 4 : = 65.83	29: 4 : = 73.33
20: 5 : = 51.05	23: 5 : = 58.55	26: 5 : = 66.05	29: 5 : = 73.55
20: 6 : = 51.25	23: 6 : = 58.75	26: 6 : = 66.25	29: 6 : = 73.75
20: 7 : = 51.45	23: 7 : = 58.95	26: 7 : = 66.45	29: 7 : = 73.95
20: 8 : = 51.68	23: 8 : = 59.18	26: 8 : = 66.68	29: 8 : = 74.18
20: 9 : = 51.88	23: 9 : = 59.38	26: 9 : = 66.88	29: 0 : = 74.38
20: 10: = 52.08	23: 10: = 59.58	26: 10: = 67.08	29: 10: = 74.58
20: 11: = 52.30	23: 11: = 59.80	26: 11: = 67.30	29: 11: = 74.80
21: 0 : = 52.50	24: 0 : = 60.00	27: 0 : = 67.50	30: 0 : = 75.00
21: 1 : = 52.70	24: 1 : = 60.20	27: 1 : = 67.70	
21: 2 : = 52.93	24: 2 : = 60.43	27: 2 : = 67.93	
21: 3 : = 53.13	24: 3 : = 60.63	27: 3 : = 68.13	
21: 4 : = 53.33	24: 4 : = 60.83	27: 4 : = 68.33	
21: 5 : = 53.55	24: 5 : = 61.05	27: 5 : = 68.55	
21: 6 : = 53.75	24: 6 : = 61.25	27: 6 : = 68.75	
21: 7 : = 53.95	24: 7 : = 61.45	27: 7 : = 68.95	
21: 8 : = 54.18	24: 8 : = 61.68	27: 8 : = 69.18	
21: 9 : = 54.38	24: 9 : = 61.88	27: 9 : = 69.38	
21: 10: = 54.58	24: 10: = 62.08	27: 10: = 69.58	
21: 11: = 54.80	24: 11: = 62.30	27: 11: = 69.80	
22: 0 : = 55.00	25: 0 : = 62.50	28: 0 : = 70.00	
22: 1 : = 55.20	25: 1 : = 62.70	28: 1 : = 70.20	
22: 2 : = 55.43	25: 2 : = 62.93	28: 2 : = 70.43	
22: 3 : = 55.63	25: 3 : = 63.13	28: 3 : = 70.63	
22: 4 : = 55.83	25: 4 : = 63.33	28: 4 : = 70.83	
22: 5 : = 56.05	25: 5 : = 63.55	28: 5 : = 71.05	
22: 6 : = 56.25	25: 6 : = 63.75	28: 6 : = 71.25	
22: 7 : = 56.45	25: 7 : = 63.95	28: 7 : = 71.45	
22: 8 : = 56.68	25: 8 : = 64.18	28: 8 : = 71.68	
22: 9 : = 56.88	25: 9 : = 64.38	28: 9 : = 71.88	
22: 10: = 57.08	25: 10: = 64.58	28: 10: = 72.08	
22: 11: = 57.30	25: 11: = 64.80	28: 11: = 72.30	

FIGURE 16-1

CONVERTING YEARS AND MONTHS OF SERVICE TO MULTIPLIER PERCENTAGE FOR A MEMBER WHO FIRST BECAME A MEMBER OF A UNIFORMED SERVICE ON OR AFTER 1 AUGUST 1986

EFFECTIVE DATE OF THIS TABLE IS 1 AUGUST 1986

Service:Multiplier:	Service:Multiplier:	Service:Multiplier:	Service:Multiplier
Yrs:mos (%)	Yrs:mos (%)	Yrs:mos (%)	Yrs:mos (%)
20: 0 : = 40.00	23: 0 : = 50.50	26: 0 : = 61.00	29: 0 : = 71.50
20: 1 : = 40.29	23: 1 : = 50.79	26: 1 : = 61.29	29: 1 : = 71.79
20: 2 : = 40.58	23: 2 : = 51.08	26: 2 : = 61.58	29: 2 : = 72.08
20: 3 : = 40.88	23: 3 : = 51.38	26: 3 : = 61.88	29: 3 : = 72.38
20: 4 : = 41.17	23: 4 : = 51.67	26: 4 : = 62.17	29: 4 : = 72.67
20: 5 : = 41.46	23: 5 : = 51.96	26: 5 : = 62.46	29: 5 : = 72.96
20: 6 : = 41.75	23: 6 : = 52.25	26: 6 : = 62.75	29: 6 : = 73.25
20: 7 : = 42.04	23: 7 : = 52.54	26: 7 : = 63.04	29: 7 : = 73.54
20: 8 : = 42.34	23: 8 : = 52.84	26: 8 : = 63.34	29: 8 : = 73.84
20: 9 : = 42.63	23: 9 : = 53.13	26: 9 : = 63.63	29: 9 : = 74.13
20: 10: = 42.92	23: 10: = 53.42	26: 10: = 63.92	29: 10: = 74.42
20: 11: = 43.21	23: 11: = 53.71	26: 11: = 64.21	29: 11: = 74.71
21: 0 : = 43.50	24: 0 : = 54.00	27: 0 : = 64.50	30: 0 : = 75.00
21: 1 : = 43.79	24: 1 : = 54.29	27: 1 : = 64.79	
21: 2 : = 44.08	24: 2 : = 54.58	27: 2 : = 65.08	
21: 3 : = 44.38	24: 3 : = 54.88	27: 3 : = 65.38	
21: 4 : = 44.67	24: 4 : = 55.17	27: 4 : = 65.67	
21: 5 : = 44.96	24: 5 : = 55.46	27: 5 : = 65.96	
21: 6 : = 45.25	24: 6 : = 55.75	27: 6 : = 66.25	
21: 7 : = 45.54	24: 7 : = 56.04	27: 7 : = 66.54	
21: 8 : = 45.84	24: 8 : = 61.68	27: 8 : = 66.84	
21: 9 : = 46.13	24: 9 : = 56.63	27: 9 : = 67.13	
21: 10: = 46.42	24: 10: = 56.92	27: 10: = 67.42	
21: 11: = 46.71	24: 11: = 57.21	27: 11: = 67.71	
22: 0 : = 47.00	25: 0 : = 57.50	28: 0 : = 68.00	
22: 1 : = 47.29	25: 1 : = 57.79	28: 1 : = 68.29	
22: 2 : = 47.58	25: 2 : = 58.08	28: 2 : = 68.58	
22: 3 : = 47.88	25: 3 : = 58.38	28: 3 : = 68.88	
22: 4 : = 48.17	25: 4 : = 58.67	28: 4 : = 69.17	
22: 5 : = 48.46	25: 5 : = 58.96	28: 5 : = 69.46	
22: 6 : = 48.75	25: 6 : = 59.25	28: 6 : = 69.75	
22: 7 : = 49.04	25: 7 : = 59.54	28: 7 : = 70.04	
22: 8 : = 49.34	25: 8 : = 59.84	28: 8 : = 70.34	
22: 9 : = 49.63	25: 9 : = 60.13	28: 9 : = 70.63	
22: 10: = 49.92	25: 10: = 60.42	28: 10: = 70.92	
22: 11: = 50.21	25: 11: = 60.71	28: 11: = 71.21	

FIGURE 16-2

Forms – This is a listing of forms as they appear in this enclosure. The forms contained in this Enclosure are for local reproduction.

Form Number	Form Name	Form Web Site Location
SGLV 8285	Request for Insurance (SGLI)	www.insurance.va.gov
SGLV 8286	Servicemembers' Group Life Insurance Election & Certificate	
DD Form 2653	Involuntary Allotment Application	http://web1.whs.osd.mil/icdhome/formsrpt/ddall.htm
DD Form 2654	Involuntary Allotment Notice and Processing	
DD Form 827	Application for Arrears in Pay	
DD Form 397	Claim Certification and Voucher for Death Gratuity Payment	
DD 1337	Pay and Allowances, Authorization/Designation for Emergency	

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