SUMMARY OF MAJOR CHANGES TO
DoD 7000.14-R, VOLUME 7A, CHAPTER 1
"BASIC PAY"

All changes are denoted by blue font

Substantive revisions are denoted by a ★ preceding the section, paragraph, table, or figure that includes the revision

Hyperlinks are denoted by *underlined, bold, italic, blue font*

PARAGRAPH	EXPLANATION OF CHANGE/REVISION	PURPOSE
Table 1-7 Table 1-8 Table 1-9 Table 1-10 Bibliography	This update prescribes the new basic pay rates effective January 1, 2009.	Update

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CHAPTER 1

BASIC PAY

0101 CREDITABLE SERVICE

010101. Service Which is Creditable

A. General

1. The several military pay and personnel systems use a variety of dates to determine various entitlements. Among them is the date that denotes how much service a member has for the purpose of determining longevity pay rates. The Army refers to this as the "pay entry basic date", the Navy and Marine Corps refer to this as the "pay entry base date", while the Air Force calls it simply the "pay date". This chapter will refer to this data element as the "basic pay date", which is defined as reflecting all service that is creditable towards longevity.

2. The member's servicing personnel office is responsible for providing, when necessary, a statement of service that can include the basic pay date, total active Federal military service date, total commissioned Federal military service date, and a variety of other dates, depending on the nature of the individual member's service. This regulation details only the computation of the basic pay date, since Military Service personnel regulations control the computation of all other dates.

B. Computation of Creditable Service. For most members who enter and serve on active duty without a break in service, the basic pay date is the date the member enters active or inactive service. If, however, there is a break in service, then the time between periods of service usually is not included. Also, there are statutory periods when service in a particular component may not be counted. Conversely, there are periods for which some members are given constructive service, even though they were not actually serving on active or inactive duty. Use the following guidance to compute the basic pay date when there has been a break in service of any kind or if there is a need to include constructive service.

C. Creditable Service Periods. Include active or inactive service in any of the following components without restriction:

1. Regular service in the Army, Air Force, Navy, Coast Guard, and Marine Corps.

2. Army, Naval, Marine Corps, Air Force, and Coast Guard Reserve.

3. Army of the United States (service without specification of component).

4. Army National Guard.

5. Army National Guard of the United States.

6. National Guard.

7. National Guard of the United States.

8. Air Force of the United States (service without specification of component).

9. Air National Guard.

10. Air National Guard of the United States.

11. Nurse Corps and Nurse Corps Reserve of the Public Health Service.

12. Public Health Service and Reserve Corps of the Public Health Service.

D. Other Creditable Service (with restrictions noted below and in subparagraph 010102.A.). Include the following periods of service:

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

2. Service on a Military Service retired list, temporary disability retired list, or honorary retired list of any Uniformed Service, or service as a member of the Fleet Reserve or Fleet Marine Corps Reserve.

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

4. Service as a cadet or midshipman at a military academy is always creditable service for an enlisted member. See Table 1-1 to determine whether such service is creditable for commissioned and warrant officers.

5. Periods after December 11, 1941, when an enlisted member is retained after expiration of term of service of an Armed Force for medical care or hospitalization for disease or injury incident to service. Do not credit such periods of service if the underlying medical condition requiring medical care or hospitalization was due to the member's misconduct.

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

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

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

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

10. Service as a member of the Army, Navy, or Air Force Reserve Officers' Training Corps, provided the member has concurrent Selected Reserve (drilling status) for duty performed on or after August 1, 1979. Also, see subparagraph 010101.D.14.

11. Effective December 26, 1974, service as an aviation midshipman under the Act of August 13, 1946, 60 Stat. 1057.

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

a. For enlistments in a Reserve Component under ***10 United States Code (U.S.C.) 12103(b) or (d)***, including enlistments under a DEP, that were entered into between January 1, 1985, and November 28, 1989, the period served in the Reserve Component before beginning active duty or an initial period of active duty for training is not creditable.

b. For enlistments entered into on or after November 29, 1989:

(1). A period of enlisted service in a Reserve Component under ***10 U.S.C. 12103(b) or (d)***, including inactive service under a DEP, is creditable service only if the member performs inactive duty training before beginning active duty or an initial period of active duty for training.

(2). Service performed as an enlisted member in a Reserve Component under ***10 U.S.C. 513***, other than a period of active duty, is not creditable service.

13. Any period of service which was creditable under any Federal statute in effect on January 10, 1962.

14. Prior provisions of law excluded the Simultaneous Membership Program from creditable service for commissioned officers effective October 13, 1964. ***Public Law 104-201***, section 507, September 23, 1996, amended these provisions to provide service credit retroactive to August 1, 1979. These amendments, as referenced in subparagraph 010101.D.10, resulted in no increase in pay, retired pay, or retainer pay before the date of enactment, September 23, 1996. Service in the program for enlisted members who retain that status remains creditable under all provisions.

E. Constructive Service

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

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

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

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

2. Medical and dental officers who meet the criteria in subparagraph 010101.E.1 are entitled to 4 years of constructive service credit. Also, those medical officers who have completed medical internship or its equivalent, or who entered military status while serving such an internship, are entitled to a fifth year of constructive service credit.

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

F. Examples

1. An individual completed dental school on June 11, 1977 and accepted commission as a dental officer on August 3, 1977. The member was credited with 4 years of constructive service and a basic pay date of August 3, 1973.

2. An individual completed a medical internship on June 30, 1979 and accepted a commission as a medical officer on August 11, 1979. The member was credited with 5 years of constructive service and a basic pay date of August 11, 1974.

3. An individual entered medical school in 1970 and accepted a commission on January 12, 1972. He graduated from medical school on June 10, 1974 and completed a civilian residency during the period from July 1, 1974 through June 30, 1975. Compute basic pay date as follows:

First, compute dual status period, which is the period of time between date of commission and date of graduation:

	YR	MO	DAY	
Graduated:	74	06	10	
Commission Date:	72	01	12	
Dual Status Period:	02	04	28+1	(inclusive day)

Then, compute constructive service credit, which is the 4 years constructive credit less the time already credited as commissioned service:

Maximum Constructive Service Credit:	03	11	30
Less Dual Status Time:	02	04	29
Constructive Credit:	01	07	01

The member's basic pay date was 1 year, 7 months, and 1 day before his commission date of January 12, 1972 or June 11, 1970.

4. The scenario is the same as in the previous subparagraph, except the member accepted a commission on July 12, 1974 after starting the internship. The member was entitled to 5 years of constructive service credit instead of 4 years.

	YR	MO	DAY	
Date Finished Internship:	75	06	30	
Commission Date:	74	07	12	
Dual Status Period:	00	11	18+1	(inclusive day)
Maximum Constructive Service Credit:	04	11	30	(5 years)
Less Dual Status Time:	00	11	19	
Constructive Credit:	04	00	11	

The member's basic pay date was 4 years, no months, and 11 days before his commission date, or July 1, 1970.

5. An officer, who had been commissioned on November 19, 1962, entered dental school on September 9, 1970 and graduated on May 28, 1974. To compute constructive service credit:

First, compute dual status.

	YR	MO	DAY
Graduated:	74	05	28
Started School:	70	09	09
Dual Service:	03	08	19+1 (inclusive day)

Then, deduct the dual service from the 4-year constructive credit period to arrive at net constructive service credit.

	YR	MO	DAY
Maximum Constructive Service Credit:	03	11	30 (4 years)
Less Dual Service:	03	08	20
Constructive Credit:	00	03	10

Change the member's basic pay date to 3 months and 10 days before the previous one (November 19, 1962) to August 10, 1962.

010102. Service Not Creditable

A. In general, do not use any service that is not listed as creditable service to compute a basic pay date. The following list includes a few types of service that are not creditable:

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

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

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

4. The period of time a member was on the Emergency Officers' Retired List.

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

6. For commissioned officers, any period of service performed in the Reserve Officers' Training Corps after October 12, 1964 and prior to August 1, 1979, even if such member held concurrent Reserve status.

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

8. The time, subsequent to September 14, 1981, a member serves while enrolled in the Armed Forces Health Professions Scholarship and Financial Assistance Programs, or while a student at the Uniformed Services University of Health Sciences (USUHS). Use any service creditable on the date of the officer's entry into USUHS to compute the officer's basic pay for longevity purposes while a USUHS student, not to exceed the maximum rate of O-1 pay in Table 1-7 or, if applicable, the maximum O-1E pay in Table 1-8.

9. The time served in a Reserve Component before beginning active duty or an initial period of active duty for training for enlistment in a Reserve Component under ***10 U.S.C. 12103(b) or (d)*** entered into between January 1, 1985, and November 28, 1989.

10. For enlistments entered into on or after November 29, 1989:

a. a period of enlisted service in a Reserve Component under ***10 U.S.C. 12103(b) or (d)***, including inactive service under a DEP, if the member does not perform inactive duty training before beginning active duty or an initial period of active duty for training.

b. service performed as an enlisted member in a Reserve Component under ***10 U.S.C. 513***, other than a period of active duty.

11. Prior provisions of law excluded the Simultaneous Membership Program from creditable service for commissioned officers effective October 13, 1964. ***Public Law 104-201***, section 507, September 23, 1996, amended those provisions to provide service credit retroactive to August 1, 1979. Those amendments, as referenced in subparagraph 010101.D.10, resulted in no increase in pay, retired pay, or retainer pay before the date of enactment, September 23, 1996. Service in the program for enlisted members who retained that status remained creditable under all provisions.

B. Effect of Lost Time Absence From Duty on Creditable Service

1. Prior to February 11, 1996, a commissioned or warrant officer was entitled to credit for every day in a commissioned or warrant status, without regard to absence of any kind, whether authorized or unauthorized, and including confinement prior to and during trial. In addition, absence during which a member was serving on active duty as an enlisted member was creditable if the enlisted member also held a commission as a Reserve officer.

After February 10, 1996, a commissioned or warrant officer may not count the following periods of absence for any purpose other than that of computing length of service for basic pay:

a. Desertion

b. Absence from organization, station, or duty for more than 1 day without proper authority, as determined by proper authority

c. Confinement by military or civilian authorities for more than 1 day in connection with a trial, whether before, during, or after the trial

d. The officer's inability for more than 1 day, as determined by competent authority, to perform assigned duties because of the officer's intemperate use of drugs or alcoholic liquor, or because of disease or injury resulting from the officer's misconduct.

2. See Table 1-2 to determine the creditability for absence while in an enlisted status.

010103. Active Enlisted and/or Warrant Officer Service for Members in Basic Pay Grades O-1E, O-2E, or O-3E

A. Service Counted

1. General. Commissioned officers with over 4 years of prior active service as an enlisted member, warrant officer, or combined service in both grades are entitled to count such service for purposes of computing basic pay for longevity purposes. Such prior service includes all active service, in either the Regular or Reserve Component or both (i.e., active duty for training in enlisted or warrant officer status, annual Reserve training duty, and full-time National Guard duty). Service on active duty or active duty for training for at least 4 years and 1 day satisfies the over 4 years of service requirement under this section. See subparagraph 010102.A.8 and applicable notes to Tables 1-7 and 1-8 for student entitlement to basic pay for longevity purposes while attending the USUHS.

2. Creditable Prior Enlisted Service. Effective May 20, 1958, commissioned officers in pay grades O-1, O-2, or O-3 who are credited with over 4 years (i.e., at least 4 years and 1 day) of prior active service as an enlisted member are entitled to the special rate of basic pay for pay grade O-1E, O-2E, or O-3E.

3. Creditable Prior Warrant Officer Service. Effective September 1, 1980, commissioned officers in pay grades O-1, O-2, or O-3 who are credited with over 4 years (i.e., at least 4 years and 1 day) of prior active service as a warrant officer are entitled to the special rate of basic pay for pay grade O-1E, O-2E, or O-3E.

4. Creditable Combined Prior Service. Effective October 1, 1993, commissioned officers in pay grades O-1, O-2, or O-3 who are credited with over 4 years (i.e., at least 4 years and 1 day) of combined prior active service as an enlisted member and warrant officer are entitled to the special rate of basic pay for pay grade O-1E, O-2E, or O-3E.

5. Creditable Service for Certain Reserve Commissioned Officers. Effective January 1, 2002, commissioned officers in pay grades O-1, O-2, and O-3 who are paid from funds appropriated for Reserve personnel and credited with 1,460 points for retirement computed under ***10 U.S.C. 12732(a)(2)*** service as a warrant officer and/or enlisted member are entitled to the special rate of basic pay for pay grade O-1E, O-2E, or O-3E.

6. Creditable Service for Certain Commissioned Officers. Effective November 24, 2003, the restriction that members must be paid from reserve appropriated funds to qualify for the special rate of basic pay for pay grades O-1E, O-2E, and O-3E based upon creditable service points is eliminated. Therefore, effective that date, commissioned officers in pay grades O-1 through O-3 with more than 1,460 points computed under ***10 U.S.C. 12732a(2)*** for service as a warrant officer and/or an enlisted member are entitled to the special rate of pay. For example: A former enlisted member with a 4-year enlistment who is discharged at the end of active duty obligation and subsequently comes on active duty as a commissioned officer would not be entitled to the special rate of basic pay. The member would not be entitled to this special rate of basic pay because he or she did not have more than 4 years of active duty.

B. Service Not Counted. In computing active service, do not count:

1. Active service in a dual status (temporary officer-permanent enlisted) in the Navy or Marine Corps.

2. Service as a National Guard technician.

3. Except for periods of active duty service performed while a USUHS student, time served as a student at USUHS. See subparagraph 010102.8 and applicable notes to Tables 1-7 and 1-8.

010104 Computation of Creditable Service

A. Computing a Basic Pay Date

1. All basic pay date computations start from the date of the member's most recent entry on duty without a break in service. Use the following dates:

a. For enlisted members, the date of enlistment, but see subparagraphs 010101.D.13 and 010102.A.9 and 10, for service under a delayed entry program.

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

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

2. After determining initial basic pay date, compute creditable service for all service prior to that date. Use the following to compute basic pay date. If the member had any periods of service during which there was lost time, then do not use those periods here. Instead, compute according to subparagraph 010104.A.3.

a. List beginning dates of service for each separate period of service, without changing any of them, then add them together.

b. List all ending dates. If the day is the 31st day of the month, then change it to 30. If the day is February 28 in a non-leap year, then change it to February 30 for computation purposes. If the day is February 29, then change it to February 30 for computation purposes. Do not change February 28 of a leap year to February 30. Then add all ending dates together.

c. Subtract the beginning day result from the ending day result.

d. For each noncontinuous period of service, add 1 day to account for inclusive days. Explanation: Any period of service is at least one day. If, for example, the member had one day of service on January 17, 1962, then the computation would look like this:

	YR	MO	DAY
Ending Day:	62	01	17
Less Beginning Day:	62	01	17
	00	00	00

It is necessary to add 1 day for inclusive days to avoid this erroneous answer.

e. Convert to full years, months, and days. The result is years of service creditable for pay purposes.

EXAMPLE:

Member served as follows:

	From:	To:
RA (enlisted)	Jan 1, 51	Feb 28, 54
AUS (Com)	Jun 1, 54	May 26, 61
AFUS (Com)	Aug 1, 63	Mar 31, 68
EASF (Com)	Apr 1, 68	Jun 4, 75

Beginning dates:			Ending Dates:		
YR	MO	DAY	YR	MO	DAY
51	01	01	54	02	30
54	06	01	61	05	26
63	08	01	75	06	04
168	15	03	190	13	60

Convert February 28, 1954 to February 30, 1954 since 1954 was not a leap year. Convert March 31, 1968 to March 30, 1968 since the 31st day of a month does not count as an ending date, though it would count as a beginning date. The period from August 1, 1963 through June 4, 1975 is continuous, so it is all included in the third line of the computation.

Subtract total of beginning dates from total of ending dates:

YR	MO	DAY	
190	13	60	(total of ending dates)
189	25	60	(borrowed 12 months from year column)
-168	15	03	
21	10	57	

Add 1 day for each of the 3 periods used in the computation. The result is 21 years, 10 months, and 60 days, which converts to exactly 22 years of creditable service.

3. Regarding computations involving lost time, if a member has lost time, then compute the creditable service for the period served separately, as shown below. Add the results to any creditable service computed separately under subparagraph 010104.A.2.

a. When there is a period of lost time that has not been made good, compute the lost time on a 30-day month basis; but, if the lost time begins on the 31st day of a month, then include that day as a lost day. Compute as follows:

Determine the years, months, and days of lost time and deduct that amount from the total service during the period.

Example 1: A member enlisted for 4 years on July 18, 1970 but was absent without leave (AWOL) from February 10, 1973 through March 16, 1973. The member received a hardship discharge on August 10, 1973 without making up the lost time. The member reenlisted February 20, 1975. Compute creditable service and basic pay date as follows:

First compute the lost time.

	YR	MO	DAY	
Ended AWOL:	73	03	16	
Began AWOL:	73	02	10	
Lost Time:	00	01	06+1	(inclusive day)

Then compute first period of service.

Discharged:	73	08	10	
Entered Active Duty:	70	07	18	
Subtotal:	03	00	22+1	(inclusive day)
Deduct Lost Time:	00	01	07	
Creditable Service:	02	11	16	

Subtract 2 years, 11 months, and 16 days from reenlistment date of February 20, 1975 to arrive at a new basic pay date of March 4, 1972.

b. A member who makes good the lost time does so on a day-to-day basis. When the member makes good lost time and completes the enlistment or contract period, compute the period of lost time on both a 30-day month basis and a day-to-day basis and use the result that is most to the member's advantage. To illustrate, if a member is AWOL on March 30 through April 1, it would be 3 days on the day-to-day basis but only 2 days on a 30-day month basis. Compute creditable service as follows (and separately from periods of service which do not have lost time):

First step: Compute total lost time on both a 30-day basis and a day-to-day basis. Convert the day-to-day basis computation to years, months, and days, and compare it to the computation on the 30-day basis. Discard the one which shows a higher total of days lost.

Second step: Compute the gross amount of service during the period by subtracting the entry date from the discharge date and adding 1 day for inclusive day.

Third step: Subtract the lost time from the result of the second step. If the result is at least as long as the enlistment contract, then use that amount. If the result is less than the enlistment contract, then increase it to equal the enlistment contract.

Fourth step: Add this creditable service to any other periods and use the total to figure the member's basic pay date.

Example 2: Assume the member in example 1 had not received a hardship discharge; instead, he or she had completed the enlistment contract, including making good the lost time. He made up the 35 days of lost time computed on a day-to-day basis. The days served to make good the lost time were July 18-31, 1974 (14 days) and August 1-21, 1974 (21 days).

When the member reenlists on February 20, 1975, compute creditable service as follows:

YR	MO	DAY	
74	08	21	(ending date of last period of service)
-70	07	18	(beginning date of last period of service)
04	01	03 +1	(inclusive day)

The result is 4 years, 1 month, and 4 days before deducting lost time. Note that the lost time computed on a 30-day month basis was 37 days, but was only 35 days when computed on a day-to-day basis. Subtract the 35 days lost time from the period of service computed above.

YR	MO	DAY
04	01	04
- 00	01	05
03	11	29 (total service)

The result is less than the enlistment contract of 4 years, but since the member completed the enlistment contract, he or she is entitled to credit for the entire 4 years. Set basic pay date at February 20, 1971, when the member reenlists on February 20, 1975.

Example 3: A member enlisted on July 18, 1970, for 4 years. She was AWOL from July 28, 1973 through September 3, 1973, which is 38 days on a day-to-day basis (July 28-31, 4 days; August 1-31, 31 days; and September 1-3, 3 days). She is discharged on August 24, 1974 after making good the 38 days of bad time by serving July 18-31 (14 days) and August 1-24 (24 days).

When she reenlists on February 20, 1975, compute prior service as follows:

YR	MO	DAY	
74	08	24	(ending date of last period of service)
-70	07	18	(beginning date of last period of service)
04	01	06+1	(inclusive day)

The result is 4 years, 1 month, and 7 days before deducting lost time.

Lost time on a day-to-day basis was 38 days. Lost time on a 30-day month basis is:

Jul 28-31, 1973	03 days
Aug 1-30, 1973	30 days
Sep 1-3, 1973	03 days
Total	36 days

Following the rule set out in step 2, above, deduct the lost time in the manner most beneficial to the member.

YR	MO	DAY	
04	01	07	(service before deducting lost time)
-00	01	06	(lost time)
04	00	01	

Set the basic pay date at February 19, 1971 when the member reenlists on February 20, 1975.

4. Adjusting basic pay date when member has lost time. Lost time does not change an officer's basic pay date (See paragraph 010102.B). When an enlisted person returns to duty after a period of lost time, add the number of days lost time to the member's basic pay date to reflect the lost time.

Example: An enlisted member with no prior service enlisted on July 18, 1973. He was AWOL from February 10, 1975 through March 16, 1975. When member returns to duty status, change his basic pay date as follows:

Compute lost time:

February 10-30	21 days
March 1-16	16 days
	37 days lost time

YR	MO	DAY	
73	07	18	(original basic pay date)
+00	01	07	
73	08	25	

The new basic pay date is August 25, 1973.

B. Procedure When Basic Pay Date Falls on February 29. When basic pay date falls on February 29, entitlement to longevity increases begins on March 1 in non-leap years and on February 29 in leap years.

0102 COMPUTATION OF PAY

010201. Basic Pay Entitlements

A. When Entitled to Basic Pay. The pay of Military Service members is prescribed by law. Members are entitled to receive pay according to their pay grades and years of service if they are:

1. On active duty in a pay status.

2. Not prohibited by law from receiving such pay.

B. Employment of Members in Another Capacity

1. Employment Under the Government

a. Unless otherwise provided by law (such as during the period a member is on terminal leave pending retirement, separation, or release from active duty under honorable conditions), a member may not be employed in another capacity by the government and receive pay; other than the pay and allowances that accrue by reason of the military status. A member may be employed, however, on a voluntary basis during off-duty hours in connection with nonappropriated fund activities.

b. Under agreements such as that between the Department of Defense and the Agency for International Development (AID) of the Department of State, military members may be detailed to agencies such as AID for certain types of service for specified periods. As provided in pertinent agreements, members so detailed are entitled to the pay and allowances of employees of the agency (AID foreign service personnel, in the case of that agency) holding comparable positions. Such members are paid by the agency in which service is performed, not by the Military Service involved.

2. Acceptance or Holding Civil Office

a. An officer of an Armed Force on active duty may not be employed on civil functions if the civil duties separate the member from the parent organization or interfere with the performance of military duties. This applies to employment on civil works or internal improvements, by an incorporated company, or as acting paymaster or disbursing agent of the Bureau of Indian Affairs.

b. Unless otherwise provided by law, an officer of a Regular Component of the Army, Navy, Air Force, or Marine Corps may not hold a civil office by election or appointment under the United States, a territory, possession, or state. Acceptance of such position terminates the officer's appointment and any further entitlement to receive pay and allowances whether or not the officer continues to fulfill the duties as an officer subsequent to accepting the office.

3. Medical Officers. Medical officers on active duty who receive any compensation or stipend payments for services they perform as interns or resident physicians in private or public institutions (state, county, municipal, or privately owned hospitals) receive such payments for the benefit of the United States. Collect these payments from medical officers for deposit to the U.S. Treasury. See ***Joint Federal Travel Regulations*** (JFTR), Volume I, Chapter 10 for entitlement to Basic Allowance for Housing (BAH), and ***Table 25-1***, rules 6 and 7, for Basic Allowance for Subsistence (BAS) payments.

C. Formal Acceptance of Appointment by Officers

1. Pay and allowances generally accrue from the date of acceptance of appointment as an 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, but payment will not be made until formal signing of the oath of office. See Table 1-3 for specifics and for graduates of the academies.

2. An officer need not take the oath of office upon promotion if service has been continuous since the last oath.

D. Restriction Against Dual Payments

1. A Reserve member who is called to active duty for more than 30 days in time of war or national emergency is entitled while on that active duty to the pay and allowances prescribed for active duty. Exception is authorized if the member is entitled to a pension, retired pay, or disability compensation for earlier military service, in an amount greater than that prescribed for active duty.

2. Except as prescribed in subparagraph 010201.D.1, a Reserve member who is entitled to payments for earlier military service, and is called to active duty and is entitled to pay, may elect to receive either:

a. the payments for the earlier military service.

b. if member specifically waives those payments, the pay and allowances authorized for the active duty.

E. Posthumous Promotions. Members may be promoted posthumously. The amount of bonus, gratuity, pay, or allowances is not changed by these promotions. This payment restriction does not apply to promotions of members while in a missing status where a determination by the Secretary of the Military Department concerned is subsequently made that the member died before the date of the promotion.

010202. Computing Monthly Pay

A. Monthly Pay

1. Service of 30 Days or More. Compute monthly compensation as if each month had 30 days. When service begins on an intermediate day of the month, pay for the actual number of days served during that calendar month, but only through the 30th day of that month. If active military service begins on the 31st day of any month, then compensation does not accrue for that day. Any person who enters active service during February and serves until the end of the month is entitled to the pay for 1 month (30 days), less the prorated amount for the number of days expired before entry on duty. If the service ends before the last day of February, then pay the member only for the actual number of days served.

2. Service of Less Than 30 Days. Members of the Uniformed Services entitled to receive compensation for continuous periods of less than 1 month are entitled to pay and allowances for each day of the period at the rate of 1/30 of the monthly amount of such pay and allowances. Include the 31st day of a calendar month in the computation. Members who are obligated to serve on active duty for 30 days or more, but who were released before performing such active duty for at least 30 days, are entitled to receive pay and allowances on a day-to-day basis.

B. Absence Without Pay

1. Deduct 1/30 of 1 month's pay for each day's absence in a nonpay status.

2. No pay is lost for unauthorized absence on the 31st day of a month, except when it is the first day of absence or when the member is paid for the day under subparagraph 020201.B.

3. Absence in a nonpay status on the 28th of February in a non-leap year results in loss of pay for 3 days. If member is absent only on the 28th day of February in a leap year, then deduct the pay for 1 day for the 28th. If absence occurs on the 29th of February, then deduct pay for 2 days. When payment is made under subparagraph 010202.A.2, on the basis of each day actually served, deduct only for the actual period of unauthorized absence.

C. Annual Salary. Annual salary is divided into 12 equal installments. One installment represents the pay for each calendar month. The daily rate is 1/30 of the monthly rate. The above instructions for monthly pay also apply to annual salary.

D. Basic Pay Rates. Tables 1-7 through 1-10 contain monthly rates of basic pay.

010203. Saved Pay

A. Saved Pay and Allowances

1. Enlisted. An enlisted member who accepts an appointment as an officer will, following appointment, be paid the greater of:

a. the pay and allowances to which such member would be entitled if the member had remained in the last enlisted grade held before appointment as an officer and continued to receive increases in pay and allowances authorized for that grade.

b. the pay and allowances to which the member thereafter becomes entitled as an officer.

2. Warrant Officers. A warrant officer who accepts an appointment as a commissioned officer will, following appointment, be paid the greater of:

a. The pay and allowances to which the member thereafter becomes entitled as a commissioned officer.

b. The pay and allowances to which such member would be entitled if the member had remained in the last warrant officer grade held before appointment as a commissioned officer and continued to receive increases in pay and allowances authorized for that grade.

c. In the case of an officer who was formerly an enlisted member, the pay and allowances to which entitled, under subparagraph 010203.A.3.c, before appointment as an officer.

3. Restrictions

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

b. The saved pay amount may be reduced when the member loses entitlement to specific items; however, these specific items shall be included in saved pay if the member again qualifies for such items. (See subparagraph 010203.A.3.g.)

c. In the case of a temporary officer, a member is not entitled to an increase in saved pay because of a promotion to a higher grade.

d. 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. For enlisted members, basic allowance for subsistence is the alternative for subsistence in kind. Since officers are not authorized subsistence in kind, a member eligible for saved pay is entitled to the appropriate BAS rate (including the "when permitted to mess separately rate" even when subsistence in kind otherwise would be provided or made available) under the conditions prevailing for enlisted members at their permanent station. Credit BAS at the "when permitted to mess separately rate" at all times except when the member would otherwise be entitled to a different rate. (See subparagraph ***250102.C.***)

f. Effective for Appointments Accepted Before January 6, 2006. Special duty assignment pay, incentive pay for hazardous duty, special pay for diving duty, special pay for sea duty, and hardship duty pay (replaced foreign duty pay effective February 4, 1999) may be retained as an item of saved pay only for as long as the member continues to perform the duty and would be eligible to receive payment had the member remained in the former status.

g. Effective for Appointments Accepted On or After January 6, 2006. In determining the amount of the pay and allowances of a grade formerly held by an officer who was an enlisted member and accepted an appointment as an officer, the following special and incentive pays may be considered only so long as the officer continues to perform the duty that creates the entitlement to, or eligibility for, that pay and would otherwise be eligible to receive that pay in the former grade:

(1). Incentive pay for hazardous duty under ***37 U.S.C. 301***.

(2). Submarine duty incentive pay under ***37 U.S.C. 301c***.

(3). Special pay for diving duty under ***37 U.S.C. 304***.

(4). Hardship duty pay under ***37 U.S.C. 305***.

(5). Career sea pay under ***37 U.S.C. 305a***.

(6). Special pay for service as a member of a Weapons of Mass Destruction Civil Support Team under ***37 U.S.C. 305b***.

(7). Assignment incentive pay under ***37 U.S.C. 307a***.

(8). Special pay for duty subject to hostile fire or imminent danger under ***37 U.S.C. 310***.

(9). Special pay or bonus for an extension of duty at a designated overseas location under ***37 U.S.C. 314***.

(10). Foreign language proficiency pay under ***37 U.S.C. 316***.

(11). Critical skill retention bonus under 37 U.S.C. 355.

h. The enlisted cash clothing allowances prescribed in ***Chapter 29*** may not be included in the saved pay computation if the officer is entitled to the initial uniform allowance prescribed in ***section 3002***.

i. Family Separation Allowance for Housing (FSH) may be continued as an item of saved pay under the same conditions as BAH (See subparagraph 010203.A.3.c). If the member was entitled to FSH due to enforced separation from the member's family at the time of appointment, then the allowance may be included in the computation of saved pay until entitlement ends. FSH may be reinstated for future periods if the member again qualifies for FSH due to enforced separation from the family. Similarly, other items of overseas station allowance and/or special or incentive pay may be reinstated if a member again qualifies for them.

j. Effective January 6, 2006, the following special and incentive pays are dependent on a member being in an enlisted status and may not be considered in determining the amount of the pay and allowances of a grade formerly held by an officer:

(1). Special duty assignment pay under ***37 U.S.C. 307***.

(2). Reenlistment bonus under ***37 U.S.C. 308***.

(3). Enlistment bonus under ***37 U.S.C. 309***.

(4). Career enlisted flyer incentive pay under ***37 U.S.C. 320***.

4. Breaks in Service. A break in service (released from active duty, discharged) does not disqualify an officer for the saved pay and allowances entitlements of this section.

010204. Increased Basic Pay During Period of Service Essential to Public Interest

A. Entitlement to Increased Basic Pay. This section applies only to enlisted members of the Regular Navy or Marine Corps, or Naval or Marine Corps Reserve, whose enlistments expire while serving on a naval vessel in foreign waters.

1. Retention in Service. Such members may be retained on active duty until the naval vessel returns to the continental United States (CONUS) if the period of retention is determined "service essential to the public interests." The senior officer present afloat makes this determination.

2. Pay and Allowances. During the period of retention, members are entitled to regular pay and allowances, plus a 25-percent increase in the basic pay, to which they were entitled on the day before the period of retention began.

B. Members Not Eligible for Increase

1. Enlisted members are not entitled to the increased basic pay if retained on active duty after expiration of enlistment:

a. at shore stations.

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

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

d. due to lack of transportation.

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

2. A member of the Naval Reserve or Marine Corps Reserve is not entitled to the 25-percent increase while retained beyond period of obligated service, as distinguished from normal date of expiration of enlistment.

C. Inclusion of Increase in Death Gratuity. Include the 25-percent increase in basic pay in computing amount of death gratuity payable.

D. Restrictions in Use. Do not use the 25-percent increase in computing:

1. cash settlement for unused leave on discharge.

2. physical disability or temporary disability retired pay.

3. disability severance pay.

4. reenlistment bonus.

E. Termination of Increase in Basic Pay

1. 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.

2. See Table 1-5, rule 19 for the date of termination of normal pay and allowances.

010205. Allowable Travel Time for Reserve Members Called To or Released From Active Duty

A. Pay and Allowances Entitlement for Allowable Travel Time

1. Reserve members called to active duty are entitled to active duty pay and allowances for time allowed for necessary travel from:

a. home to a first duty station.

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

2. Pay and allowances for allowable travel time is an earned entitlement. The payment for the return home may be made upon the member's release from such duty without regard to actual performance of the travel. If the member dies after payment, but before payment would otherwise be due, then no part of the payment will be recovered by the United States.

B. 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 Table 1-6.

b. for periods of active duty of more than 30 days, be based upon the rules and provisions of the ***JFTR***, Volume I, Chapter 10.

2. A member of a Reserve Component is entitled to active duty pay and allowances for allowable travel time, if any, when:

a. Ordered to perform active duty training (ADT).

b. Performing authorized inactive duty training (IDT) immediately before or after ADT at or near the same site.

c. Receiving orders which direct performance of necessary travel to and from the ADT site immediately before and after combined ADT/IDT. The travel date will be specified in the active duty orders. Full retirement point credit is earned for the period of IDT performed.

0103 ABSENCE FROM DUTY, EFFECT ON PAY, AND ALLOWANCES

010301. Authorized Leave

A. Authority. All Military Service members on active duty for 30 consecutive days or more are entitled to accrue leave under applicable Military Service leave regulations. While on authorized leave they are entitled to full pay and allowances except as otherwise provided in Table 1-11.

B. Applicable Service Leave Regulations. Applicable Military Service leave regulations are:

1. Army. ***AR 600-8-10***.

2. Navy. ***MILPERSMAN***.

3. Air Force. ***AFI 36-3003***.

4. Marine Corps. ***MCO P1050.3H***.

C. Pay and Allowances During Leave

1. Entitlement. See Table 1-11.

2. Full Pay and Allowances Defined. This term means (includes) the following:

a. Basic pay.

b. Special pays.

c. Incentive pay for hazardous duty.

d. Basic allowance for subsistence (enlisted leave rations).

e. Basic allowance for housing.

f. Personal money allowances.

g. Clothing maintenance allowances.

h. Family separation allowances.

i. Station allowances. (See ***JFTR***, Volume 1, Chapter 9.)

D. Advance Leave Carryover or Change to Excess Leave (Effective November 14, 1986)

1. When Carryover Allowed. 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:

a. Reenlisting within 24 hours of discharge or extending an enlistment; or

b. Accepting an appointment as a warrant or commissioned officer of the Armed Forces. Carryover will 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.

Example 1: A member's current term of service ends April 30, 1987. The member reenlists for 6 years on March 1, 1987 and has a 5.0-day advance leave balance. The 5.0-day advance leave balance can be carried into the new term of service.

Example 2: A member's current term of service ends September 30, 1987. On May 1, 1987, the member agrees to serve a 12-month extension and has a 12.5-day advance leave balance which will be offset by leave accrual through September 30, 1987. Between May 1, 1987 and September 30, 1987, the member was charged for 30 days of leave. When the extension became operative (October 1, 1987), the member could elect to carry the 30.0-day advance leave balance into the new term of service (12-month extension).

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

a. Discharge for the purpose of reenlisting, extending an enlistment, or accepting a warrant or commission, and advance leave exceeds 30 days.

b. Advance leave balance exceeds that which will accrue in the new enlistment or term of service (for example, enlistment or extension(s)), including when

an agreement to extend is cancelled by the Military Service. If an agreement to extend is cancelled by the member for the purpose of immediate reenlistment, then collect the advance under subparagraph 010301.D.2.a, if applicable.

c. Relief from active duty.

d. Appointment as a cadet or midshipman at a Service academy.

e. Death.

f. Return from a period of leave that was in excess of the number of days of leave and fractions thereof member will accrue before 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. Extension(s) will be considered from the date the member agrees to the extension(s). Excess leave properly charged before the date a member extends a term of service (reenlistment, appointment or agrees to extend voluntarily or is involuntarily extended) will not be affected and under no circumstances will pay and allowances previously collected be refunded. (See subparagraph 010301.E. when it is known at the time leave is granted that the member will be in excess leave status.)

Example 3: A member's current term of service ended on March 31, 1988. The member reenlisted for 6 years on January 1, 1987 and had a 35.5-day advance leave balance. The member carried 30.0 days of advance leave into the new term of service. The remaining 5.5-day advance leave balance changed to excess leave and required immediate collection of pay and allowances. Subparagraph 010301.E. applies.

Example 4: Same as example 2, except that the member took 34 days of leave between May 1, 1987 and September 30, 1987. Since a maximum of 30.0 days of advance leave could be carried into the new term of service (12-month extension), immediate collection of pay and allowances for the remaining 4.0 days was required when the leave was used. Subparagraph 010301.E, applies.

3. Amount to be Collected. Compute collection under subparagraph 010301.D.2. on the basis of pay and allowances actually received by the member during the period of leave involved.

E. Pay and Allowances During Excess Leave. Members on excess leave are not entitled to pay and allowances, except as provided by paragraph ***U10422-C, chapter 10, JFTR***. Apply the above as follows:

1. 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.

2. 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 are considered to have a rate of pay.

F. Leave Pending Review of Certain Court-Martial Convictions. Under regulations prescribed by the Secretary of the Military Department concerned, members sentenced to unsuspended dismissal or unsuspended dishonorable or bad conduct discharge by court-martial may be required to take leave pending review of their conviction as provided by ***Article 76a, Uniform Code of Military Justice*** (UCMJ).

1. Such leave shall be charged against any accrued leave to the member's credit on the day before the day such leave begins unless the member elects to be paid for accrued leave under subparagraph ***350101.C***.

a. If the member does not elect to be paid for accrued leave or does not have sufficient accrued leave to cover the total period of leave required to be taken, then the leave not covered by accrued leave shall be charged as excess leave.

b. If the member elects to be paid for accrued leave, then the entire period of leave shall be charged as excess leave and pay and allowances will not accrue for such period except under the provisions of subparagraph 010301.F.2.

2. A member required to take leave under ***Article 76a, UCMJ***, whose sentence by court-martial to dismissal or dishonorable or bad-conduct discharge is set aside or disapproved on appellate review, shall accrue pay and allowances for the period of leave charged as excess leave (except for any day of accrued leave for which the member has been paid under subparagraph 010301.F.1.b), unless a rehearing or new trial is ordered and dismissal or dishonorable or bad-conduct discharge results from the rehearing or new trial and such dismissal or discharge is later executed.

a. Computation of Payment. The amount of gross pay and allowances accrued under this subparagraph shall be reduced by the total gross income from wages, salaries, tips, other personal service income, unemployment compensation, and public assistance benefits from any government agency during the period the member is deemed to have accrued gross pay and allowances. The total gross income described above, however, cannot reduce the amount of gross pay and allowances to the extent that the member becomes indebted to the government.

(1). Approved Sentence Does Not Include Reduction. Pay and allowances under this section will be paid in the pay grade held by the member on the day before the day on which the court-martial sentence was approved by the convening authority.

(2). Approved Sentence Includes Reductions. If the pay grade of the member was reduced to a lower grade as a result of the court-martial sentence and the reduction has not been set aside, disapproved, or otherwise vacated, then pay and allowances accrued under this paragraph will be paid at the lower pay grade.

b. Time of Payment

(1). Payment shall be made within 60 days from the date of the order setting aside or disapproving the sentence by court-martial to a dismissal or a dishonorable or bad-conduct discharge if no rehearing or new trial has been ordered.

(2). Payment shall be made within 180 days from the date of the order setting aside or disapproving the sentence by court-martial to a dismissal or a dishonorable or bad-conduct discharge if a rehearing or new trial has been ordered but charges have not been referred to a rehearing or new trial within 120 days from the date of that order.

(3). If a rehearing or new trial has been ordered, and a dismissal or a dishonorable or bad-conduct discharge is not included in the result of the rehearing or new trial, then payment shall be made within 60 days of the date of the announcement of the result of such rehearing or new trial.

(4). If a rehearing or new trial has been ordered, and a dismissal for a dishonorable or bad-conduct discharge is included as the result of such rehearing or new trial, but such dismissal or discharge is not later executed, then payment shall be made within 60 days of the date of the order which set aside, disapproved, or otherwise vacated such dismissal or discharge.

(5). If a member who is entitled to be paid under this section fails to provide sufficient information in a timely manner regarding his/her income when such information is requested under subparagraph 010301.F.3, then the periods of time prescribed in this paragraph shall be extended until 30 days after the date on which the member provides the requested information.

3. In all cases where payment must be made under subparagraph 010301.F.2, the member solely is responsible for providing the information as to sources and amounts of income received by the member during periods of required appellate leave. Pay will be computed only on the basis of a written record. Information as to sources and amounts of income should include, at a minimum, copies of all pertinent income tax returns, employer statements of income earned from wages, salaries, tips, and documentation of other personal service income. In cases where the member has been unemployed, the required information shall include affidavits or written evidence of lack of employment and documentation to verify the duration of unemployment compensation and public assistance benefits received from any government agency.

010302. Unauthorized Absence and Other Lost Time

A. Effect on Pay and Allowances. The types of unauthorized absence and other lost time and their effect on pay and allowances are shown in Table 1-12. (Compute for forfeitures of pay and allowances as instructed in subparagraph 010202.B.)

B. Unauthorized Absence and Desertion

1. Determination by Court-Martial. A member found guilty of unauthorized absence by a court-martial forfeits pay and allowances for the period of absence. An acquittal (or disapproval by the reviewing authority, in case of conviction) affects only the

disciplinary aspects of the absence. It does not prevent an administrative determination that the member was absent without leave.

2. 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. Table 1-13 contains rules for determining whether the absence was unavoidable. If it is not excused as unavoidable, then the member (including one mentally incompetent) forfeits pay and allowances for the period of absence. 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.

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

4. Dropped From Rolls. A commissioned officer of the Army or Air Force who is dropped from the rolls by the President for absence without authority for 3 months forfeits all pay due or to become due. Pay and allowances due at the time the officer is dropped from the rolls, however, will be used to satisfy debts due the United States and its instrumentalities.

5. Disposition of Forfeitures as a Result of Desertion. When an enlisted member, warrant officer, or limited duty officer forfeits pay as a result of desertion, deposit the gross amount of such forfeited pay to the Armed Forces Retirement Home Trust Fund. Do not, however, deposit this pay beyond the expiration of term of enlistment for enlisted members.

C. Computing Periods of Unauthorized 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. When the period of unauthorized absence exceeds 24 consecutive hours, use Table 1-14 to determine the first and last day of the period of absence.

D. Absence in the Hands of Civil Authorities

1. General. Pay the member all pay and allowances earned through the day before the first day of unauthorized absence. If the member is delivered to civil authorities by military authorities, then he or she is entitled to all pay and allowances earned through the day prior to the date of such delivery. For entitlement to pay and allowances during confinement, see Table 1-12, rules 4, 5, and 6.

2. Finding of Insanity. An administrative determination under the rules contained in Table 1-13 must be made as to whether the absence was unavoidable when a member is found not guilty by reason of insanity by a civil court and transferred to a mental institution for an indefinite period of time. Table 1-12 contains rules for determining the effect of the absence on pay and allowances.

3. Work Release Program. In some states and local jurisdictions, a person convicted and sentenced to a term of civil confinement may be released from the

confinement facility to the cognizance of an employer during the normal workday. Work release, job rehabilitation, or employment retention programs of this type generally are conducted for the purpose of providing prisoners a means to continue support of their dependents and to demonstrate that they are capable of self-rehabilitation. When members are paroled to military authorities under a "work release" or similar program, they are entitled to pay and allowances for each day of full duty performed commensurate with their grade and military specialty.

E. Absence Due to Disease

1. When Pay Is Forfeited. See Table 1-12, rule 3.

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

a. an injury.

b. a disease, except under Table 1-12, rule 3.

c. simple drunkenness, if not coupled with chronic alcoholism or intemperate use of habit-forming drugs.

d. venereal disease, whether or not due to misconduct.

3. Personal Expense Money. A member whose pay is forfeited under Table 1-12, rule 3 for more than 1 month is entitled to $5 for personal expenses for each full month that he or she forfeits pay. This payment will be made even though the 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. For example, July 3 through August 2 is 1 month.

F. Military Confinement. Pay and allowances accrue to a member in military confinement except when:

1. confined by military authorities, for civil authorities. See Table 1-12, rules 6 and 8.

2. pay and allowances are forfeited by court-martial sentence. See ***Chapter 48*** and Table 1-12, rule 10.

3. the term of enlistment expires. See subparagraph 010302.G.

G. Term of Enlistment Expires

1. General. Pay and allowances accrue to a member upon return to a full-duty status. Full duty is attained when a member not in confinement is assigned useful and productive duties (as opposed to duties prescribed by regulations for confinement facilities) on a full-time basis which are not inconsistent with the grade, length of service, and military

occupational specialty (MOS). While placement in the same MOS is not essential, the decision to place a member in that MOS or to assign the member available duties consistent with the grade and service rests with the appropriate military commander.

2. Absentee Returned to Military Control. An absentee who surrenders or is apprehended after a term of enlistment has expired is not entitled to pay and allowances until restored to a full-duty status for the purpose of making good the lost time. While held in retention, a member may be assigned duties as prescribed by regulations governing detained prisoners without being returned to full-duty status.

3. Enlistment Expires Before Trial. An enlisted member retained in the Military Service for the purpose of trial by court-martial is not entitled to pay for any period after expiration of the enlistment unless acquitted or the charges are dismissed, or the member is retained in or restored to a full-duty status.

4. Confined Awaiting Trial by Court-Martial. If a member is confined awaiting court-martial trial when the enlistment expires, then pay and allowances end on the date the enlistment expires. If the member is acquitted when tried, then pay and allowances accrue until discharge.

5. Confined Serving Court-Martial Sentence. If a member is confined serving court-martial sentence when the enlistment expires, then pay and allowances end on the date the enlistment expires unless the sentence is completely overturned or set aside as specified in ***section 4809***. Pay and allowances will not accrue again until the date the member is restored to a full-duty status.

6. Confined While in a Status of Being Held in the Service to Make Up Lost Time. If confined while in a status of being held in the Military Service to make up lost time, then an enlisted member continues in a pay status, except to the extent that pay may be forfeited by court-martial, the same as during the regular enlistment period. This pay status terminates if the member is in confinement on the date the normal term of service as extended to make up lost time would have expired, even if restored to duty at a later date.

7. Confinement Deferred or Prisoner Restored to Duty. A prisoner in a nonpay status is entitled to pay and allowances when service of sentence to confinement is deferred or the member is restored to a full-duty status. The date restored to duty is the date the member reported present for duty.

8. Absentee Confined Upon Return to Military Control. An enlisted member whose term of enlistment has expired while in a status of absence without leave or desertion is not entitled to pay and allowances upon return to military control while confined awaiting trial and disposition of the case, if the conviction becomes final and the member has not been returned to a full-duty status. A member, however, who is returned to military control and restored to full duty for the purpose of making good the lost time before being confined to await trial, continues in a pay status except to the extent that pay may be forfeited by court-martial, the same as during the regular enlistment period. This pay status terminates if the member is in confinement on the date the normal term of service as extended to make up lost time would have expired, even if he or she is restored to duty at a later date.

9. Confined Under Sentence of Death. The pay and allowances of a member serving in confinement under sentence of death and pending completion of the appellate review of the record of trial do not accrue after the expiration of the enlistment.

10. Appellate Review of Court-Martial Sentence. A confined member who is pending appellate review of his or her court-martial sentence is not entitled to pay and allowances after expiration of term of enlistment, unless the conviction is completely overturned or set aside.

H. Reserve Officer Absent From Duty. A Reserve officer whose term of active service expires while confined as a result of court-martial action continues to be entitled to pay and allowances, except when forfeited under an approved sentence of a court-martial or a period of service is terminated by proper orders.

0104 PAYMENT IN CASES OF VOID, VOIDABLE, OR REJECTED ENLISTMENTS OR INDUCTIONS

010401. Voidability of Contract. A fraudulent contract of enlistment or induction is not void but is voidable at the option of the government. When the government becomes aware of the fraud, it may void the contract or waive the objection and allow the contract to stand. (See Table 1-15.)

010402. Fraudulent Enlistments – Pay and Allowances. Members under investigation or determined to be serving in fraudulent enlistments are due pay and allowances for periods shown in Table 1-15.

010403. Donations and Travel Payments. See ***Chapter 35***.

010404. Disbursing Officer Entitled to Credit. A disbursing officer 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.

010405. Failure to Discover Physical Condition of Enlistee or Inductee. Failure to discover that the physical condition of an enlistee or inductee was such as would warrant rejection for military service does not deprive member of right to pay and allowances or of the status of being entitled to basic pay. (See Table 1-15.)

SERVICE AS CADET OR MIDSHIPMAN – OFFICERS				
	A	**B**	**C**	**D**
RULE	**When a member currently serving as an officer has had service as a cadet or midshipman in**	**to which appointed**	**and member**	**then the period involved is**
1	any of the military academies		held no concurrent enlisted and/or Reserve status	not creditable.
2		after June 25, 1956	had an enlistment contract or period of obligated service that was not terminated	
3		as a permanent midshipman before June 26, 1956		
4			concurrently retained a commission or warrant in the Army or Air Force Reserve	creditable.
5		on or after January 1, 1953	concurrently retained a commission or warrant in the Naval Reserve	
6		before June 26, 1956	concurrently held an enlisted status in the Army or Air Force Reserve	

Table 1-1. Service as Cadet or Midshipman - Officers

ABSENCE FROM DUTY IN ENLISTED STATUS

RULE	A When the absence is	B and	C then the period of absence is
1	authorized leave or authorized excess leave		creditable.
2	unauthorized absence of more than 1 day (24 consecutive hours) (including detention of Army or Air Force members by or for civil authorities)	is administratively excused as unavoidable	
3		is not administratively excused as unavoidable	not creditable (note 2).
4	civil detention of a Navy or Marine Corps member	occurred before July 24, 1956, and the member was not acquitted or released without trial, and without making restitution	
5		occurred on or after July 24, 1956, and the member was absent under sentence or awaiting (and during) trial which resulted in conviction (note 1)	
6	inability to perform duty for more than 1 day (24 consecutive hours) because of intemperate use of alcohol or drugs, or disease or injury resulting from misconduct		
7	desertion		
8	because of confinement for more than 1 day (24 consecutive hours) while awaiting trial (if the trial results in conviction) or confinement as the result of a court-martial sentence (note 4)	the member was a member of the Army or Air Force	
9	absence of a Navy or Marine Corps member because of confinement of more than 1 day (24 consecutive hours) while awaiting trial (if the trial results in conviction) or confinement as the result of a court-martial sentence	the confinement occurred on or after July 24, 1956 (note 4)	
10		the confinement occurred before July 24, 1956	(note 3).

NOTES:

1. If the member is released without trial or acquitted, or if conviction is set aside on legal grounds (as distinguished from clemency), then the period of absence is creditable. If the member is released upon agreement to make restitution or is later convicted by court-martial on the same facts, then the period of absence is not creditable.
2. Prior to February 11, 1996, absence during which a member was serving on active duty as an enlisted member and was also a Reserve officer is creditable. After February 10, 1996, a commissioned or warrant officer may not count the periods of absence for any purpose other than for computing length of service for basic pay. Also, see subparagraph 010102.B.
3. The period of absence is not creditable only if the confinement was under general court-martial sentence and/or while awaiting (and during) trial which resulted in a sentence by a general court-martial to confinement and total loss of pay and allowances.
4. Period spent in confinement is creditable when the member is acquitted or the sentence is set aside or disapproved.

Table 1-2. Absence From Duty in Enlisted Status

WHEN ACTIVE DUTY PAY BEGINS

RULE	AA When a person is	B in the	C and	D then active duty pay and allowances begin on:	E then active duty pay and allowances are authorized for:
1	originally appointed as a permanent officer	Regular Army, Navy, Marine Corps, or Air Force (note 1)		date of formal acceptance of appointment (see subparagraph 010201.C.).	
2	an enlisted member temporarily appointed to a warrant or commissioned officer grade	Navy or Marine Corps			
3	an enlisted member or warrant officer on active duty appointed to a commissioned officer grade under *10 U.S.C. 12201*	Reserve	continues on active duty in that commissioned officer grade		
4	enlisted, reenlisted, or inducted	Regular Army, Navy, Marine Corps, or Air Force		date of enlistment, reenlistment, or induction.	
5	service academy graduate commissioned as a second lieutenant or ensign	Regular Army or Air Force		date of graduation (note 2).	
6		Regular Navy or Marine Corps		date of formal acceptance of appointment.	
7	Reserve or retired member called or recalled to active duty	Army, Navy, Marine Corps, or Air Force		date member necessarily complies with active duty order (note 3).	
8	AUS or USAF without component temporary officer called to active duty	Army or Air Force		date member necessarily complies with active duty orders (note 3).	
9	Reserve or retired member ordered to active duty to take a physical examination incident to being ordered to active duty for more than 30 days	Navy, Marine Corps, Army, or Air Force			period of the examination, and allowable travel time in connection therewith (notes 3, 5, 6, and 7).
10	ARNG or ANG member called into Federal service	Army or Air Force	the period of Federal service is 30 days or less	date of reporting at place of rendezvous.	
11			the period of Federal service is more than 30 days or an indefinite period	date member necessarily complies with active duty orders (notes 3 and 4).	

Table 1-3. When Active Duty Pay Begins

WHEN ACTIVE DUTY PAY BEGINS					
RULE	AA	B	C	D	E
				then active duty pay and allowances	
	When a person is	in the	and	begin on:	are authorized for:
12	a separated Service academy cadet required to serve a period of enlisted active duty	Regular Army, Navy, Marine Corps, or Air Force		date following date of approval of cadet's separation from the academy.	

NOTES:
1. Original appointments include officers appointed from warrant officer, enlisted member, or civilian status.
2. Pay accrues from date of graduation, even though appointment is issued and accepted at later date.
3. See paragraph 010205 of this chapter and Table 1-6 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.
4. Pay status does not begin if the ARNG or ANG member is unable to respond to the call to active duty because of illness or other reason.
5. If member passes the physical examination, then pay and allowances accrue for travel time to first duty station when later ordered to active duty for more than 30 days.
6. If the member fails the physical examination, then pay and allowances accrue for period required for the examination and travel time to and from the examination.
7. If the member is ordered to active duty solely to take a physical examination, not incident to being ordered to active duty, then active duty pay and allowances do not accrue.

Table 1-3. When Active Duty Pay Begins (Continued)

INCREASES IN PAY ON PROMOTION OR RESTORATION OF GRADE					
RULE	**A**	**B**	**C**	**D**	**E**
	When member is a(n)	**and action is**	**in the**	**and**	**then effective date of increase in pay and allowances is**
1	officer	designation of special assignment under *10 U.S.C. 601(a)*	Army, Air Force, or Marine Corps as General or Lt General; or Navy as Admiral or Vice Admiral		date officer assumes the designated duty (note 1).
2	Reserve officer not on the active duty list	promotion to grade above O-2	Navy or Marine Corps		date officer becomes eligible for promotion to the higher grade.
3		promotion to grade O-2			date of rank.
4	officer	promotion to grade above O-1	Uniformed Services		effective date of the promotion.
5	Reserve officer on active duty (other than for training) (but not on the active duty list)	permanent promotion to a higher Reserve grade	Army or Air Force	officer is ordered to serve on active duty in the higher permanent Reserve grade	effective date of orders to serve on active duty in the higher permanent Reserve grade (note 2).
6				officer is serving on active duty and assigned to a position requiring a grade equal to or higher than the grade to which promoted	effective date of orders or letter announcing promotion (note 3).
7		temporary promotion to a higher Reserve grade			effective date of orders announcing promotion; or date shown in special orders confirming verbal orders.
8	enlisted member	advancement in rank or rating	Navy	effective date is specified in the letter authorizing the advance	effective date is stated, or date of the letter, whichever is later (note 4).
9				effective date is not stated in letter	date advance was actually effected, but not before date member's commander receives the authority (note 4).
10			Marine Corps	effective date is specified in the directive authorizing the advance	effective date as stated in the directive or date of the directive, whichever is later (note 4).

Table 1-4. Increases in Pay on Promotion or Restoration of Grade

INCREASES IN PAY ON PROMOTION OR RESTORATION OF GRADE					
RULE	**A**	**B**	**C**	**D**	**E**
	When member is a(n)	**and action is**	**in the**	**and**	**then effective date of increase in pay and allowances is**
11	enlisted member	advancement in rank or rating	Marine Corps	promotion is not effected by directive	date certificate of appointment is signed by issuing authority (note 4).
12		appointment or promotion to a higher grade	Army or Air Force		1. date cited in orders, or date of orders, whichever is later (note 5); or 2. date of oral appointment or promotion, if later confirmed in writing (note 4).
13		restoration of former grade		reason for reduction was nonjudicial punishment	may be retroactive to date of reduction.
14				reason for reduction was inefficiency	date of restoration orders.

NOTES:

1. If the officer's assignment is terminated because of:
   a. Assignment to another position also designated a special assignment, the officer will continue to draw the pay rate of the terminated assignment through the day before assuming the new position.
   b. Hospitalization, the officer will continue to draw the pay rate of the terminated assignment for the full period of hospitalization, but for not more than 180 days.
   c. Retirement, the officer will continue to draw the pay rate of the terminated position through the day before retirement, but for not more than 90 days.
2. A retroactive amendment of active duty orders is authority to serve in the higher grade from date of the amendment only. Increased pay and allowances are authorized from that date. Such orders do not create entitlement to increased pay and allowances for the retroactive period.
3. A retroactive promotion date is to be used only for consideration of seniority and time in grade for future promotions. Such orders do not create entitlement to increased pay and allowances for the period between the eligibility date for promotion and the effective date of the promotion order or letter. The effective date of promotion for purposes of entitlement to increased pay and allowances must not be earlier than the date the officer is assigned to a position requiring a grade equal to or higher than the grade to which promoted.
4. An appointment, promotion, or advancement to a higher grade with an effective date beyond the expiration date of the current enlistment and which is contingent upon the member's extension of enlistment or reenlistment, entitles the member to increased pay and allowances from the effective date of extension or reenlistment, whichever is later. Payment for the higher rank or rating is not authorized for a period prior to date of current enlistment.
5. This restriction does not prevent payment to enlisted members for retroactive promotions or advancements that are made pursuant to ***10 U.S.C. 1552(a)(2)*** (retroactive promotion or advancement without decision of the Board for Correction of Military Records), effective October 23, 1992.

Table 1-4. Increases in Pay on Promotion or Restoration of Grade (Continued)

TERMINATION OR REDUCTION OF ACTIVE DUTY PAY AND ALLOWANCES					
RULE	A If member is in the	B and status is an	C and action is	D and reason for retention is	E then pay and allowances are authorized through date
1	Regular Army, Navy, Marine Corps, or Air Force	officer holding permanent appointment	resignation, discharge, or dismissal		1. shown as official date of separation in official notice; or 2. officer receives official notice, if no official date of separation is shown (note 1).
2		officer holding temporary appointment or promotion	discharge or dismissal from permanent status		of termination of appointment.
3			resignation		
4			transfer to Fleet Reserve, or Fleet Marine Corps Reserve (note 7)		before date placed on the retired list.
5			involuntary retirement under Officer Personnel Act of 1947		
6			retirement on last day of month after month member completed 30 years of active service		
7			retirement, other than as shown in rules 5 and 6; includes physical disability retirement		
8			permanent appointment as an officer		before date of acceptance of permanent appointment.
9			termination of appointment for any other reason		of termination of appointment.
10	Army, Navy, Marine Corps, or Air Force Reserve	officer or enlisted member	release from active duty		of allowable travel time after release (see Table 1-6).
11			release from active duty for retirement		before date placed on retired list.
12			discharge, dismissal, or a resignation		shown in official separation notice, or date member receives official notice of separation.
13	Army, Navy, Marine Corps, or Air Force	enlisted member	retirement (including physical disability retirement)		before date placed on retired list.
14			transfer to Fleet Reserve or Fleet Marine Corps Reserve		of transfer.
15			discharge		of discharge (note 2).

Table 1-5. Termination or Reduction of Active Duty Pay and Allowances

TERMINATION OR REDUCTION OF ACTIVE DUTY PAY AND ALLOWANCES					
RULE	A If member is in the	B and status is an	C and action is	D and reason for retention is	E then pay and allowances are authorized through date
16	Army, Navy, Marine Corps, or Air Force	enlisted member	retention in service after expiration of term of service (note 3)	convenience of the government	of the period of retention.
17				to make good lost time	of the period of retention, if retained in full duty status or if authorized to perform duty.
18				probation after confinement	of the probational period, if duty is performed during such period.
19				medical care or hospitalization (with member's consent)	of release from medical care or hospitalization (note 4).
20				service is essential to public interest (section 0204, this chapter)	of discharge (note 5).
21				court-martial action	see subparagraph 010302.G.
22			demotion (administrative)		before date of demotion orders at the higher rate; and at the reduced rate on and after date of demotion orders.
23		officer or enlisted member	death		of death.
24			revoking a promotion (erroneous promotion through administrative error)		before date of discovery at the higher rate; at the reduced rate on or after date of discovery (note 6).
25			retirement	late delivery of retirement orders	retirement orders are delivered or member is notified that retirement orders were issued.

NOTES:

1. 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 kept in Military Service without fault, in ignorance of an order of dismissal, then the officer is entitled to all salaries and benefits of the office. If held in Military Service under orders after the date shown in separation orders, then the officer is entitled to pay if there is nothing in the records showing non-entitlement.
2. Includes discharge for underage enlistment. Does not include discharge for fraudulent contract of enlistment. (See section 0104.)
3. A member whose enlistment is extended involuntarily by law comes under rule 15, not rules 16-21.
4. If medical care or hospitalization was due to member's misconduct, then pay and allowances terminate on date of expiration of term of Military Service.
5. See subparagraph 010204.E. for date of termination of the 25 percent increase in basic pay.
6. An erroneous promotion is later voided by revoking promotion orders (certificates of appointment or other documents used by the Military Service concerned to administratively effect promotions) from the original effective date. Payment of the pay and allowances of the higher grade through the date prior to the date of discovery is contingent, in each case, upon an administrative determination of the commander that service performed while serving in the higher grade may be regarded as service performed in a "de facto" status, that is, the member was promoted by competent authority and performed duties of the higher grade. (See procedural regulations of the Military Service concerned.)
7. A member who reverts from a temporary officer appointment to a permanent enlisted or warrant officer grade is entitled, if otherwise proper, to the active duty pay and allowances of the temporary officer grade through and including the date of reversion.

Table 1-5. Termination or Reduction of Active Duty Pay and Allowances (Continued)

ALLOWABLE TRAVEL TIME,TRAVEL BETWEEN PLACES WITHIN THE UNITED STATES				
RULE	**A**	**B**	**C**	**D**
	If order to active duty is for	**and travel by**	**then travel time allowed is**	**using**
1	30 days or less	all transportation is reasonably available (note 3)	computed on the basis of air transportation (not more than 1 day for travel between places within the continental United States) (note 4)	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) (notes 1 and 2).
2		air transportation is not reasonably available for entire travel (note 3)	computed as if actually performed by public surface transportation	actual schedules of fastest available mode (notes 1 and 2).

NOTES:

1. Travel is not expected to start or end between midnight and 0600.
2. 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 active duty, use earliest schedule after release which would permit 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 training (ADT);
   b. performs authorized inactive duty training (IDT) immediately before or after ADT at or near the same site; and
   c. receives orders which direct performance of necessary travel to and from the ADT site immediately before and after combined ADT/IDT is entitled to active duty pay and allowances for allowable travel time per subparagraph 010205.B. The travel date will be specified in the active duty orders. Full retirement point credit is earned for the period of IDT performed.
3. 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.
4. Additional 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, or other circumstances.

Table 1-6. Allowable Travel Time – Travel Between Places Within the United States

MONTHLY RATES OF BASIC PAY – COMMISSIONED OFFICERS, ACADEMY CADETS, MIDSHIPMEN, AND ROTC MEMBERS - EFFECTIVE JANUARY 1, 2009 (NOTES 1 TO 6)											
Cumulative Years of Service											
Pay Grade (note 1)	2 or less	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 12	Over 14	Over 16	Over 18
O-10											
O-9											
O-8	9,090.00	9,387.60	9,585.30	9,640.50	9,887.10	10,299.00	10,395.00	10,786.20	10,898.10	11,235.30	11,722.50
O-7	7,553.10	7,904.10	8,066.40	8,195.40	8,429.10	8,660.10	8,926.80	9,192.90	9,460.20	10,299.00	11,007.30
O-6	5,598.30	6,150.30	6,553.80	6,553.80	6,578.70	6,860.70	6,897.90	6,897.90	7,290.00	7,983.30	8,390.10
O-5	4,666.80	5,257.20	5,621.40	5,689.80	5,916.60	6,052.80	6,351.60	6,570.60	6,853.80	7,287.30	7,493.40
O-4	4,026.90	4,661.40	4,972.20	5,041.80	5,330.40	5,640.00	6,025.20	6,325.50	6,534.30	6,654.00	6,723.30
O-3	3,540.30	4,013.40	4,332.00	4,722.90	4,948.80	5,197.20	5,358.00	5,622.30	5,759.70	5,759.70	5,759.70
O-2	3,058.80	3,483.90	4,012.50	4,148.10	4,233.30	4,233.30	4,233.30	4,233.30	4,233.30	4,233.30	4,233.30
O-1	2,655.30	2,763.60	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50

MONTHLY RATES OF BASIC PAY – COMMISSIONED OFFICERS, ACADEMY CADETS, MIDSHIPMEN, AND ROTC MEMBERS - EFFECTIVE JANUARY 1, 2009 (NOTES 1 TO 6)											
Cumulative Years of Service											
Pay Grade (note 1)	Over 20	Over 22	Over 24	Over 26	Over 28	Over 30	Over 32	Over 34	Over 36	Over 38	Over 40
O-10	14,688.60	14,760.30	15,067.20	15,602.10	15,602.10	16,382.10	16,382.10	17,201.10	17,201.10	18,061.20	18,061.20
O-9	12,846.90	13,032.00	13,299.30	13,765.80	13,765.80	14,454.60	14,454.60	15,177.30	15,177.30	15,936.00	15,936.00
O-8	12,172.20	12,472.50	12,472.50	12,472.50	12,472.50	12,784.50	12,784.50	13,104.30	13,104.30	13,104.30	13,104.30
O-7	11,007.30	11,007.30	11,007.30	11,063.10	11,063.10	11,284.50	11,284.50	11,284.50	11,284.50	11,284.50	11,284.50
O-6	8,796.60	9,027.90	9,262.20	9,716.70	9,716.70	9,910.80	9,910.80	9,910.80	9,910.80	9,910.80	9,910.80
O-5	7,697.40	7,928.70	7,928.70	7,928.70	7,928.70	7,928.70	7,928.70	7,928.70	7,928.70	7,928.70	7,928.70
O-4	6,723.30	6,723.30	6,723.30	6,723.30	6,723.30	6,723.30	6,723.30	6,723.30	6,723.30	6,723.30	6,723.30
O-3	5,759.70	5,759.70	5,759.70	5,759.70	5,759.70	5,759.70	5,759.70	5,759.70	5,759.70	5,759.70	5,759.70
O-2	4,233.30	4,233.30	4,233.30	4,233.30	4,233.30	4,233.30	4,233.30	4,233.30	4,233.30	4,233.30	4,233.30
O-1	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50	3,340.50

NOTES:

1. For rank titles, see ***Comparable Grades***.

★2. Basic pay for pay grades O-7 through O-10 is limited to the rate of basic pay for Level II of the Executive Schedule, which is $14,750.10. Basic pay for pay grades O-6 and below is limited to the rate of basic pay for Level V of the Executive Schedule, which is $11,958.30.

★3 Basic pay, regardless of years of service, while serving as Chairman or Vice Chairman of the Joint Chiefs of Staff, Chief of Staff of the Army, Chief of Naval Operations, Commandant of the Marine Corps, Chief of Staff of the Air Force, or commander of a unified or specified combatant command (as defined in ***10 U.S.C. 161(c)***) is $19,326.60. However, the basic pay is limited to the rate of basic pay for Level II of the Executive Schedule, which is $14,750.10.

4. O-1, O-2, and O-3 rates do not apply to commissioned officers who have been credited with over 4 years (i.e., at least 4 years and 1 day) of active duty service as an enlisted member or as a warrant officer or as both an enlisted member and a warrant officer.

5. These rates or, when applicable, the O-1E rates in Table 1-8 apply during periods of active service while as a student of the Uniformed Services University of Health Sciences. Also see subparagraphs 010201.H. and 010301.A.

★6. Basic pay rate for Academy Cadets/Midshipmen and ROTC members/applicants is $929.40.

★Table 1-7. Monthly Rates of Basic Pay – Commissioned Officers, Academy Cadets/Midshipmen, and ROTC Members/Applicants – Effective January 1, 2009

MONTHLY RATES OF BASIC PAY – COMMISSIONED OFFICERS CREDITED WITH OVER 4 YEARS OF ACTIVE DUTY ENLISTED AND/OR WARRANT OFFICER SERVICE – EFFECTIVE JANUARY 1, 2009 (NOTES 1 TO 3)								
	Cumulative Years of Service (note 2)							
Pay Grade	**Over 4**	**Over 6**	**Over 8**	**Over 10**	**Over 12**	**Over 14**	**Over 16**	**Over 18**
O-3E	4,722.90	4,948.80	5,197.20	5,358.00	5,622.30	5,844.90	5,972.70	6,146.70
O-2E	4,148.10	4,233.30	4,368.30	4,595.70	4,771.50	4,902.30	4,902.30	4,902.30
O-1E (note 3)	3,340.50	3,567.60	3,699.30	3,834.30	3,966.60	4,148.10	4,148.10	4,148.10

NOTES:

★1. Basic pay is limited to the rate of basic pay for Level V of the Executive Schedule, which is $11,958.30.

2. Creditable service to be taken into account for purposes of this table is active service as an enlisted member or as a warrant officer or as both an enlisted member and a warrant officer, in the case of a commissioned officer on active duty who is paid from funds appropriated for active-duty personnel; or a commissioned officer on active Guard and Reserve duty. Effective November 24, 2003, creditable service to be taken into account for purposes of this table in the case of a commissioned officer is service as an enlisted member or as a warrant officer, or as both an enlisted member and a warrant officer, for which more than 1,460 points have been credited to the officer for the purposes of ***title 10, U.S.C. section 12732(a)(2)***.

3. These rates do not apply to students of the Uniformed Services University of Health Sciences (USUHS) who do not have over 4 years (i.e., at least 4 years and 1 day) of active duty service as an enlisted member or as a warrant officer or as both an enlisted member and a warrant officer. See Table 1-7 for applicable rates. USUHS students with over 4 years of prior enlisted and/or warrant officer service are entitled to the O-1E rate of basic pay in this table during such active duty periods. Also see subparagraphs 010201.H. and 010301.A.

★Table 1-8. Monthly Rates of Basic Pay – Commissioned Officers Credited With Over 4 Years of Active Duty Enlisted and/or Warrant Officer Service - Effective January 1, 2009

MONTHLY RATES OF BASIC PAY – WARRANT OFFICERS - EFFECTIVE JANUARY 1, 2009 (NOTE)											
Cumulative Years of Service											
Pay Grade (note 1)	2 or less	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 12	Over 14	Over 16	Over 18
W-5											
W-4	3,658.50	3,935.70	4,048.80	4,159.80	4,351.20	4,540.50	4,732.20	5,021.10	5,274.00	5,514.60	5,711.40
W-3	3,340.80	3,480.30	3,622.80	3,669.90	3,819.60	4,114.20	4,420.80	4,565.10	4,731.90	4,904.10	5,213.10
W-2	2,956.50	3,236.10	3,322.20	3,381.60	3,573.30	3,871.20	4,018.80	4,164.30	4,341.90	4,480.80	4,606.80
W-1	2,595.30	2,874.00	2,949.60	3,108.30	3,296.10	3,572.70	3,701.70	3,882.30	4,059.90	4,199.40	4,328.10

MONTHLY RATES OF BASIC PAY – WARRANT OFFICERS - EFFECTIVE JANUARY 1, 2009 (NOTE)											
Cumulative Years of Service											
Pay Grade (note 1)	Over 20	Over 22	Over 24	Over 26	Over 28	Over 30	Over 32	Over 34	Over 36	Over 38	Over 40
W-5	6,505.50	6,835.50	7,081.20	7,353.60	7,353.60	7,721.40	7,721.40	8,107.50	8,107.50	8,513.10	8,513.10
W-4	5,903.40	6,185.70	6,417.30	6,681.90	6,681.90	6,815.40	6,815.40	6,815.40	6,815.40	6,815.40	6,815.40
W-3	5,422.20	5,547.30	5,680.20	5,860.80	5,860.80	5,860.80	5,860.80	5,860.80	5,860.80	5,860.80	5,860.80
W-2	4,757.10	4,856.40	4,935.00	4,935.00	4,935.00	4,935.00	4,935.00	4,935.00	4,935.00	4,935.00	4,935.00
W-1	4,484.40	4,484.40	4,484.40	4,484.40	4,484.40	4,484.40	4,484.40	4,484.40	4,484.40	4,484.40	4,484.40

NOTE:

★Basic pay is limited to the rate of basic pay for Level V of the Executive Schedule which is $11,958.30.

★Table 1-9. Monthly Rates of Basic Pay – Warrant Officers - Effective January 1, 2009

MONTHLY RATES OF BASIC PAY – ENLISTED MEMBERS – EFFECTIVE JANUARY 1, 2009 (NOTES 1TO 5)

	Cumulative Years of Service										
Pay Grade (note 1)	2 or less	Over 2	Over 3	Over 4	Over 6	Over 8	Over 10	Over 12	Over 14	Over 16	Over 18
E-9							4,420.50	4,520.70	4,646.70	4,795.50	4,944.90
E-8						3,618.60	3,778.80	3,877.80	3,996.60	4,125.00	4,357.20
E-7	2,515.50	2,745.60	2,850.60	2,990.10	3,098.70	3,285.30	3,390.30	3,577.50	3,732.60	3,838.50	3,951.30
E-6	2,175.60	2,394.00	2,499.60	2,602.20	2,709.30	2,950.80	3,044.70	3,226.20	3,282.00	3,322.50	3,369.90
E-5	1,993.50	2,127.00	2,229.60	2,334.90	2,499.00	2,670.90	2,811.00	2,828.40	2,828.40	2,828.40	2,828.40
E-4	1,827.60	1,920.90	2,025.00	2,127.60	2,218.50	2,218.50	2,218.50	2,218.50	2,218.50	2,218.50	2,218.50
E-3	1,649.70	1,753.50	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70
E-2	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70
E-1 (note 4)	1,399.50										
E-1 (note 5)	1,294.50										

MONTHLY RATES OF BASIC PAY – ENLISTED MEMBERS – EFFECTIVE JANUARY 1, 2009 (NOTES 1TO 5)

	Cumulative Years of Service										
Pay Grade (note 1)	Over 20	Over 22	Over 24	Over 26	Over 28	Over 30	Over 32	Over 34	Over 36	Over 38	Over 40
E-9	5,185.20	5,388.00	5,601.90	5,928.30	5,928.30	6,224.70	6,224.70	6,536.10	6,536.10	6,863.10	6,863.10
E-8	4,474.80	4,674.90	4,785.90	5,059.50	5,059.50	5,160.90	5,160.90	5,160.90	5,160.90	5,160.90	5,160.90
E-7	3,995.40	4,142.10	4,221.00	4,521.00	4,521.00	4,521.00	4,521.00	4,521.00	4,521.00	4,521.00	4,521.00
E-6	3,369.90	3,369.90	3,369.90	3,369.90	3,369.90	3,369.90	3,369.90	3,369.90	3,369.90	3,369.90	3,369.90
E-5	2,828.40	2,828.40	2,828.40	2,828.40	2,828.40	2,828.40	2,828.40	2,828.40	2,828.40	2,828.40	2,828.40
E-4	2,218.50	2,218.50	2,218.50	2,218.50	2,218.50	2,218.50	2,218.50	2,218.50	2,218.50	2,218.50	2,218.50
E-3	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70	1,859.70
E-2	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70	1,568.70
E-1 (note 4)	1,399.50										
E-1 (note 5)	1,294.50										

NOTES:

1. For rank titles, see ***Comparable Grades***.

★2. Basic pay for senior enlisted member (grade E-9) is $7,143.30 regardless of years of service while serving as:

   a. Sergeant Major of the Army or Marine Corps.
   b. Master Chief Petty Officer of the Navy or Coast Guard.
   c. Chief Master Sergeant of the Air Force.
   d. Senior Enlisted Advisor of the Chairman, Joint Chiefs of Staff

   If a member is placed on terminal leave pending retirement immediately following the completion of service as the senior enlisted member of a Military Department, then the member is entitled to the higher senior enlisted pay rate $7,143.30 up to a maximum of 60 days. If a member is hospitalized, and during or immediately before such hospitalization, completed service as the senior enlisted member of that Military Department's Armed Force, then the member shall continue to be entitled, for not more than 180 days while so hospitalized, to the rate of basic pay authorized for a senior enlisted member.

★3. Basic pay is limited to the rate of basic pay for Level V of the Executive Schedule, which is $11,958.30.

4. Must have 4 months of active duty or more.

5. Must have under 4 months of active duty.

★Table 1-10. Monthly Rates of Basic Pay – Enlisted Members - Effective January 1, 2009

AUTHORIZED ABSENCE – EFFECT ON PAY AND ALLOWANCES				
RULE	**A** **When member is absent from duty**	**B** **and**	**C** **then the member is**	**D** **and the period of absence is**
1	on authorized leave	such leave is: a. ordinary accrued leave b. emergency leave c. reenlistment leave d. delay en route	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. graduation leave b. sick or convalescent leave c. pass or liberty d. proceed time		not chargeable against leave.
4	at home on PCS orders awaiting final action on physical evaluation board proceedings		entitled to pay and allowances as follows: a. basic pay b. special pay (if a health professional officer) c. BAS officers and enlisted (note 3) d. BAH (note 2) e. clothing maintenance allowance	chargeable to leave to the extent possible (note 4).
5	on excess leave		not entitled to pay and allowances except BAH as provided in ***paragraph U10422-C, chapter 10, JFTR*** (note 7)	not chargeable to accrued leave (note 6).
6	on authorized educational leave of absence not to exceed 2 years		entitled to basic pay (member is not entitled to BAH, BAS, or any other pay and allowance to which member might otherwise be entitled for period of leave of absence)	not chargeable to accrued leave.
7	on authorized rest and recuperative absence for not more than 30 days for extending duty under sections ***1401 to 1403***		entitled to otherwise proper credit of full pay and allowances during the period of absence (note 5)	not chargeable to accrued leave.

NOTES:

1. See subparagraph 010301.D. for collection requirements when advance leave is changed to excess leave.
2. Members without dependents are entitled to BAH as prescribed in Table 1-5, rules 20 and 21.
3. Enlisted members are entitled to BAS at the rate shown in subparagraph ***250103.B*** except for days of leave specifically authorized by the PCS orders. Pay BAS at the rate shown in subparagraph ***250103.C.1*** for the PCS order-authorized leave period.

Table 1-11. Authorized Absence - Effect on Pay and Allowances

4. A negative leave balance which existed prior to the member being ordered home continues until separation or retirement and will be collected as excess leave.
5. Member is not entitled to special pay under ***section 1402***.
6. Under ***DoDD 1327.5***, "DoD Policy on Leave and Liberty," a member does not accrue leave during periods of excess leave (here referred to as "nonaccrual"). Computation of the number of days involved in an excess leave balance which accounts for this nonaccrual may result in a total which includes a fraction. Effective with leave taken on or after Feb 1, 1987, the total is not rounded to eliminate the fraction when pay and allowances are collected for excess leave. The fractional one-half day is considered to occur on the first day of the excess leave involved. Collect pay and allowances for the number of days, to include fractional days, according to subparagraph 010301.D. or 010301.E.
7. A member separating effective Mar 1 whose separation leave period through February 28 (or through February 29 during leap year) results in excess leave is not entitled to pay and allowances for February 29 and 30 (or for February 30 during leap year). These days are not considered days of excess leave; however, the member is considered to be in a nonpay status through February 30. See subparagraph 010202.B.

Table 1-11. Authorized Absence - Effect on Pay and Allowances (Continued)

UNAUTHORIZED ABSENCE AND OTHER LOST TIME – EFFECT ON PAY AND ALLOWANCES			
RULE	**A** **When member is absent from duty**	**B** **and**	**C** **then the member**
1	without authority (AWOL) or over leave, delays en route, pass or liberty	the absence is excused as unavoidable	is entitled to otherwise proper credits of pay and allowances (note 1).
2		the absence is not excused as unavoidable	is not entitled to pay and allowances.
3	for more than 24 consecutive hours as a result of a disease	the disease is caused by and immediately follows intemperate use of alcoholic liquors or habit-forming drugs	is entitled to allowances but not to basic pay, special, or incentive pay (note 2).
4	in confinement by civil authorities	is being detained as a witness before a civil court	is entitled to otherwise proper credits of pay and allowances.
5		the absence is excused as unavoidable (see Table 1-13)	
6		the absence is not excused as unavoidable (see Table 1-13)	is not entitled to pay and allowances, except for that part of the period that is covered by authorized leave, liberty, or pass (note 5).
7	in confinement by military authorities for a foreign civil offense	is not considered "constructively absent" from duty (note 4)	is entitled to otherwise proper credits of pay and allowances.
8		is considered "constructively absent" from duty (note 7)	is not entitled to pay and allowances except for that part of the period that is covered by authorized leave, unless the absence is excused as unavoidable (see Table 1-13).
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 that date.
11	as a deserter	is found guilty of deserting by court-martial or is administratively discharged for desertion or dies prior to return to military control or while awaiting trial by court-martial for the charge of desertion	forfeits all pay and allowances including that due on the first day of desertion (note 3).
12	without authority for 3 months while serving as an Army or Air Force officer	is dropped from the rolls by the President	forfeits all pay and allowances due or to become due (note 3).

NOTES:

1. Enlisted members are entitled to BAS at the rate prescribed when permission to ration separately is granted unless they were subsisted at government expense.
2. Member is not entitled to pay or allowances for period of hospitalization after expiration of enlistment.
3. Pay and allowances due on date of desertion and on date an officer was dropped from the rolls will be used to satisfy debts due the United States and its instrumentalities.

Table 1-12. Unauthorized Absence and Other Lost Time - Effect on Pay and Allowances

4. In any case where the commander of the military installation retains the discretionary authority to decide to incarcerate a member (or to merely restrict to the duty station and assign to perform useful and productive duties on a full-time basis), such member will not be considered as being "constructively absent" for the purposes of entitlement to pay and allowances.
5. A member is not entitled to pay and allowances if granted a pass or liberty to serve civil confinement.
6. See ***JFTR***, Volume I, Chapter 10, for entitlement to basic allowance for housing in a non-pay status. See ***Chapter 10*** for entitlement to hostile fire/imminent danger pay which is payable in full for each month in which qualification is made.
7. Under existing DoD policy and Status of Forces Agreements, the United States Commander always retains discretionary authority to incarcerate or restrict a Military Service member to the installation when such a member is pending civil charges, even in cases where incarceration or restriction is requested by foreign authorities. Such member is not considered as being "constructively absent" for the purpose of entitlement to pay and allowances.

Table 1-12. Unauthorized Absence and Other Lost Time – Effect on Pay and Allowances (Continued)

RULES FOR DETERMINING WHETHER ABSENCE IS UNAVOIDABLE				
RULE	**A**	**B**	**C**	**D**
	When member is absent from duty	**and**	**and**	**then absence may**
1	in confinement by civil authorities or by military authorities for civil authorities	is tried and acquitted		be excused as unavoidable.
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 agreement to make restitution or reparation for the alleged offense	the commander determines that absence was not due to member's misconduct	
4		is admitted to bail and trial is postponed indefinitely	it is apparent that the case will not be prosecuted	
5		was released because the 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 the case to a higher court	the appeal does not result in acquittal	
8		is discharged because of imprisonment or conviction by a civil court		
9		confinement is due to failure to obey a decree of a civil court		
10	in confinement by civil authorities	is tried and found not guilty by reason of insanity	is transferred to a state mental institution	be excused as unavoidable.
11	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.
12	over pass or liberty	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.
13		the absence could have been prevented by member or by military authorities		not be excused as unavoidable.

Table 1-13. Rules for Determining Whether Absence Is Unavoidable

COMPUTING PERIODS OF UNAUTHORIZED ABSENCE

RULE	A When a member	B and he/she is in the	C and the hour of expiration of leave, pass, or liberty, or authorized travel	D and the member	E then
1	leaves the post of duty, place of service, or organization without authority	Army, Air Force, Navy or Marine Corps		remains absent more than 24 consecutive hours	the day of departure will be counted as the first day of unauthorized absence.
2	fails to report to the organization or post of duty on the last day of authorized leave, pass, or liberty, or authorized travel time	Navy, or Marine Corps	is before 2400 hours as specified in leave orders	does not report on or before the specified hour of the following day	the last day of leave, pass, or liberty, or authorized travel time is the first day of unauthorized absence.
3			is 2400 hours as specified in leave orders		the day following the last day of leave, pass, or liberty, or authorized travel time is the first day of unauthorized absence.
4	fails to report to the organization or post of duty on the last day of authorized leave, pass, or liberty		is not specified in leave orders	does not report before normal duty hours of the following day (note)	the day following the last day of leave, pass, or liberty is the first day of unauthorized absence.
5		Army or Air Force			
6	fails to report to the organization or post of duty by 2400 hours on the last day of authorized travel time	Army, Air Force, Navy, or Marine Corps	is not specified in orders		the day following the last day of authorized travel time is the first day of unauthorized absence.
7	is AWOL			returns to the place of duty, or organization, or otherwise to the jurisdiction of the Armed Forces	the day before the member's return is the last day of unauthorized absence.

NOTE:
The unauthorized absence begins at the normal duty hour. No unauthorized absence exists unless the member remains absent for more than 24 hours after the beginning of the normal duty hour.

Table 1-14. Computing Periods of Unauthorized Absence

VOID, VOIDABLE, OR REJECTED ENLISTMENTS OR INDUCTIONS — PAY AND ALLOWANCES			
RULE	**A**	**B**	**C**
	When an individual	**and**	**then pay and allowances**
1	is under investigation for a fraudulent enlistment or induction		will continue to be paid until a determination of fraud is made.
2	is determined to be serving under a fraudulent enlistment or induction; or enlists in the Army or Air Force before 17 (male) or 18 (female), and the government discovers the defect after the member reaches minimum age; or enlists in the Army or Air Force while 17 (male), 18, 19, or 20 (female), without parent's or guardian's consent	the government neither voids the enlistment or induction nor waives the fraud (or defect)	are suspended (including unpaid pay and allowances) from the date the disbursing officer is notified of the determination of fraud until the government either voids the enlistment or induction, or allows it to stand.
3		the government voids the enlistment or induction	will not be paid (note 1).
4		the government waives the fraud (or defect)	continue and the service is as valid as that of any other member.
5	enlists in the Army or Air Force before 17 (male) or 18 (female), and the government discovers the defect before the member reaches minimum age		do not accrue between date of notification to disbursing officer and date of discharge (note 1).
6	enlists in the Army or Air Force while 17 (male) or while 18, 19, 20 (female), without parent's or guardian's consent	is discharged upon application of parent or guardian	accrue to include the date of discharge or release.
7	enlists in the Navy or Marine Corps while under the minimum statutory age (17) (male), or while under the minimum statutory age (18) or administrative age (21) (female)		
8	was judicially declared to have been mentally incompetent before entry on active duty	is released from military control for such reason	do not accrue for any part of the period involved (note 2).
9	was not judicially declared to be mentally incompetent before entry on active duty but is later found to have been mentally incompetent at the time of entry on active duty		accrue from the time of entry on active duty until release from military control.
10	enlisted or inducted into the Military Service is discovered by Military Service medical authorities to have been medically unfit for induction at the time of entrance into the Military Service		accrue from the time of entry on active duty through the date of release from military control.

NOTES:
1. Individual retains amounts received before disbursing officer is notified, if otherwise proper.
2. Individual retains amounts received while performing active duty before release from military control.

Table 1-15. Void, Voidable, or Rejected Enlistments or Inductions – Pay and Allowances

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010404 – Disbursing Officer Entitled to Credit

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Rule 4	37 U.S.C. 1010
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★	Table 1-9	Public Law 110-417, section 601, October 14, 2008

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