



DEPARTMENT OF THE NAVY  
BOARD FOR CORRECTION OF NAVAL RECORDS  
2 NAVY ANNEX  
WASHINGTON DC 20370-5100

DJC  
Docket No. 12754-09  
6 Apr 10

[REDACTED]

[REDACTED]

This is in reference to your application for correction of your naval record pursuant to the provisions of 10 USC 1552.

A three-member panel of the Board for Correction of Naval Records, sitting in executive session, considered your application on 5 April 10. Your allegations of error and injustice were reviewed in accordance with administrative regulations and procedures applicable to the proceedings of this Board. Documentary material considered by the Board consisted of your application, together with all material submitted in support thereof, your naval record and applicable statutes, regulations and policies. In addition, the Board considered an advisory opinion furnished by NPC Memo 1160 Ser 811/711 dtd 22 Oct 09, a copy of which is attached.

After careful and conscientious consideration of the entire record, the Board found that the evidence submitted was insufficient to establish the existence of probable material error or injustice. Your application of 4 December 2009 seeks to expunge your reenlistment contract of 8 June 2009 entirely and to adjust your EAOS to 8 April 2010. In reviewing your record, the Board noted that you previously requested Board action to entitle you to bonus (award level 3.0) for that reenlistment. To support that request, you presented the following two arguments. First, you averred, in general, that as part of your Obliserv-to-Train (OTT) contract of 17 January 2008, you were promised that you would receive a reenlistment bonus (award level 3.0) upon reenlistment after completion of your training. Second, you highlighted that your reenlistment contract of 8 June 2009 included the words "SRB Zone B at award level 3.0." Regarding your first claim, the Board could not find any evidence that, in January 2008, when you signed the OTT contract, you were specifically promised a future reenlistment bonus at award level 3.0. Regarding your second claim, the Board determined that when you signed that reenlistment contract (8 June 2009) you were already aware of your ineligibility for a 3.0 bonus. You were not entitled to a bonus for that reenlistment because (a) you were still in zone A (which had an award level of "0"), and (b) even if you had been in zone "B", the award

level for zone "B" was "0". The Board denied your prior application seeking a reenlistment bonus of 3.0 on 5 October 2009. Thereafter, in an effort to afford you the most favorable consideration possible, the Navy Personnel Command suggested some possible alternatives that had the potential to benefit you. Noting that the zone "B" award level increased to "1.0" effective 1 Oct 2009, NPC suggested changing your record to show that you reenlisted on 1 October 2009 (vice 8 June 2009) for a zone "B" bonus (at award level 1.0) for a term of 4 years. Another alternative discussed, as set out in enclosure (1) was expunging the reenlistment contract of 8 June 2009 and replacing it with a reenlistment/extension (without a bonus) to obligate you through April 2012. However, rather than seeking to have your record changed based on either of these suggestions, you have requested simply to have the reenlistment contract of 8 June 2009 expunged in its entirety and to adjust your EAOS to 8 April 2010.

In reviewing your request (to expunge the reenlistment contract of 8 June 2009 and to adjust your EAOS to 8 April 2010), the Board notes that just prior to this reenlistment, you received over fourteen months of advanced training in Biomedical Equipment Repair between February 2008 and May 2009. Your orders to the Biomedical Equipment Repair school clearly stated that "obligated service to April 2012" was required for the assignment. Your follow on orders to Okinawa also stated "obligated service to April 2012" was required for that assignment. Additionally, MILPERSMAN 1306-604 governs the obligated service expectations for service schools. Under those guidelines, personnel who are assigned to a service school for fourteen months (as in your case) are expected to obligate for 60 months (from the commencement of the school). Under these circumstances, the Board found no compelling reason to excuse you from an obligated service requirement at least through April 2012 for the training you received. Expunging the reenlistment in its entirety and adjusting your EAOS to 8 April 2010, as you have requested, would deprive the Navy of the return on their investment in training you. Accordingly, your request to expunge the reenlistment is denied. The names and votes of the members of the panel will be furnished upon request.

It is regretted that the circumstances of your case are such that favorable action cannot be taken. You are entitled to have the Board reconsider its decision upon submission of new and material evidence or other matter not previously considered by the Board. In this regard, it is important to keep in mind that a presumption of regularity attaches to all official records. Consequently, when applying for a correction of an official naval record, the burden is on the applicant to demonstrate the existence of probable material error or injustice.

Sincerely,

  
W. DEAN PFEIFFER  
Executive Director

Enclosure