

**UNITED STATES AIR FORCE  
BOARD FOR CORRECTION OF MILITARY RECORDS****RECORD OF PROCEEDINGS****IN THE MATTER OF:**

Work-Product

**DOCKET NUMBER:** BC-2023-00876**COUNSEL:** NONE**HEARING REQUESTED:** NO**APPLICANT'S REQUEST**

He receive retroactive Incentive Pay (IP) for the period of 2 Jan 22 to 31 Jan 23.

**APPLICANT'S CONTENTIONS**

His Consolidated Special Pays (CSP) Incentive Pay (IP) and Retention Bonus (RB) contract was for four years and became effective on 2 Jan 18. Despite meeting all the IP eligibility requirements, he did not know that at the end of the four-year RB contract that it also resulted in an automatic cancellation of his IP which would require him to submit another IP contract request. He only recently discovered this error when he was comparing his Feb 23 Leave and Earning Statement (LES) against a previous LES in preparation for a permanent change of station move. In line with guidance from the "Biomedical Sciences Corps Medical Special Pay" website "Retroactive Payment Instructions," he is making this request.

The applicant's complete submission is at Exhibit A.

**STATEMENT OF FACTS**

The applicant is an Air Force Bio-Medical Science Corps lieutenant colonel (O-5).

On 30 Jan 18, according to the form *Consolidation of Special Pays (CSP) Incentive Pay (IP) and/or Retention Bonus for MC, DC, BSC*, the endorsing authority approved the applicant's request for four-year Incentive Pay (IP) and/or Retention Bonus (RB), with a requested effective date of 2 Jan 18. The Section *For DP2SSM use only*, reflects: RB; Contract Start 2 Jan 18; Contract Expiration 1 Jan 22; Obligation Start 24 Aug 21; ADSC: 23 Aug 25; Years 4; Rate: 20K. Further, Block C, *Conditions of Contract*, B, states "I understand that I will receive the multi-year coupled IP rate of \$5,000 (IP) paid annually in equal monthly amounts, and/or the RB contract rate of \$20,000 (RB) paid annually upon execution of this contract and its subsequent anniversary dates as specified in the current pay plan."

On 3 Mar 23, according to the applicant's *FY23 Consolidation of Special Pays (CSP) Incentive Pay (IP) Contract Request (Non-GMO)*, the endorsing authority approved the applicant's request for one-year IP, with an effective date of 1 Feb 23.

For more information, see the excerpt of the applicant's record at Exhibit B and the advisory at Exhibit C.

## **APPLICABLE AUTHORITY/GUIDANCE**

According to *United States Air Force Fiscal Year 2018 Biomedical Sciences Corps Special Pay Plan*:

1.4.1.1. All CSP pay types require a contract to initiate pay.

1.4.2.1. Contracts may be effective as early as the first day of the month in which the officer signed the contract (no backdating to the previous month or further).

1.4.5. Each officer is responsible for requesting/monitoring his/her Medical Special Pays and obligations. Officers should maintain a copy of the pay plan and signed contract(s) for record. Members can access previous year's contracts in the Personnel Records Display Application (PRDA) via the vMPF.

4.3.4. Under RB Agreement. BSC officers who enter an RB contract shall continue IP eligibility at the IP rate in effect at the time the RB contract is effective, and will continue for the duration of the RB agreement.

8.1. Officers are responsible for reading and understanding each year's pay plan to determine if eligibility requirements are met prior to submitting special pay contract(s). Each officer is responsible for requesting and monitoring his/her Medical Special Pays and obligations. Officers should maintain a copy of the pay plans, signed contracts, and confirmation of receipt notification for records.

## **AIR FORCE EVALUATION**

AFPC/DPMN recommends denying the request. Based on analysis of the facts, there is no error or injustice on the part of the government. In accordance with the Medical Corps Consolidated Pay Plan, officers who enter into an RB contract shall continue IP eligibility, at the IP rate in effect at the time of the RB contract is effective, and will continue for the duration of the RB agreement. When members enter an IP/RB contract, both pays will expire when the contract ends and a new IP/RB or IP-only contract will be required. The applicant submitted a four-year IP and RB contract on 9 Feb 18 which was effective from 2 Jan 18 through 1 Jan 22.

The complete advisory opinion is at Exhibit C.

## **APPLICANT'S REVIEW OF AIR FORCE EVALUATION**

The Board sent a copy of the advisory opinion to the applicant on 19 Sep 23 for comment (Exhibit D), and the applicant replied on 12 Oct 23. In his response, the applicant states that the FY18 BSC Pay Plan is the appropriate document for reference, not the FY18 MC Pay Plan. While he has requested a copy of the FY18 BSC Pay Plan to review, in examining the FY17 BSC Pay Plan there is no explicit statement that the incentive pay will terminate at the end of the agreement. However, referencing what is available, the language contained within section 4.3 is ambiguous, stating that "Multi-year contracts resulting in a consecutive ADSC (a tail) will return to the single-year IP rate while fulfilling the ADSC of the multi-year bonus (either Legacy POSP/ORB or CAB RB); however, officer must notify AFPC at least 30 days prior to completion of multiyear contract in order to start IP only payments." Further confusing this situation and suggesting that he would still continue to receive IP, is his vMPF record, which reflects an ADSC of 23 Aug 25, based upon a "Multi-Yr Spec Pay/Dent Off Multi-Yr Bous/CSP RB."

His belief that his IP would continue at the expiration of the multi-year RB contract is due to the failure of the policy to explicitly state that IP payments will terminate, despite him continuing to be fully eligible.

The applicant's complete response is at Exhibit E.

**FINDINGS AND CONCLUSION**

1. The application was timely filed.
2. The applicant exhausted all available non-judicial relief before applying to the Board.
3. After reviewing all Exhibits, the Board concludes the applicant is not the victim of an error or injustice. The Board concurs with the rationale and recommendation of AFPC/DPMN and finds a preponderance of the evidence does not substantiate the applicant's contentions. The Board takes note of *United States Air Force Fiscal Year 2018 Biomedical Sciences Corps Special Pay Plan*, which states it is the members responsibility to read and understand each year's pay plan and each officer is responsible for requesting and monitoring his Medical Special Pays. Furthermore, the pay plan specifically states that an RB contract shall continue IP eligibility at the IP rate in effect at the time the RB contract is effective; therefore, the Board finds no error or injustice that occurred with the expiration of the applicant's 2018 CSP contract or the expiration date. As such, the Board determines that the applicant's circumstances are not unique compared to other similarly situated officers and recommends against correcting the applicant's records.

**RECOMMENDATION**

The Board recommends informing the applicant the evidence did not demonstrate material error or injustice, and the Board will reconsider the application only upon receipt of relevant evidence not already presented.

**CERTIFICATION**

The following quorum of the Board, as defined in Department of the Air Force Instruction (DAFI) 36-2603, *Air Force Board for Correction of Military Records (AFBCMR)*, paragraph 2.1, considered Docket Number BC-2023-00876 in Executive Session on 7 Nov 23:

- Work-Product** Panel Chair
- Work-Product** Panel Member
- Work-Product** Panel Member

All members voted against correcting the record. The panel considered the following:

- Exhibit A: Application, DD Form 149, w/atchs, dated 21 Mar 23.
- Exhibit B: Documentary evidence, including relevant excerpts from official records.
- Exhibit C: Advisory Opinion, AFPC/DPMN, w/atch, dated 20 Jun 23.
- Exhibit D: Notification of Advisory, SAF/MRBC to Applicant, dated 19 Sep 23.
- Exhibit E: Applicant's Response, w/atchs, dated 12 Oct 23.

Taken together with all Exhibits, this document constitutes the true and complete Record of Proceedings, as required by DAFI 36-2603, paragraph 4.12.9.

4/3/2024

X Work-Product

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Board Operations Manager, AFBCMR  
Signed by: Work-Product