

ARMY BOARD FOR CORRECTION OF MILITARY RECORDS

RECORD OF PROCEEDINGS

IN THE CASE OF: [REDACTED]  
[REDACTED]

BOARD DATE: 29 September 2023

DOCKET NUMBER: AR20230001668

APPLICANT REQUESTS: Exception to Policy (ETP) to be awarded her Reenlistment/Extension Bonus (REB) dated 14 October 2011.

APPLICANT'S SUPPORTING DOCUMENT(S) CONSIDERED BY THE BOARD:

- DD Form 149 (Application for Correction of Military Record)
- New York Military Processing Entrance Station, Human Resource Manager statement letter, 4 March 2016
- Memorandum, Subject: Notification of Incentive Discrepancy and ETP Process, 8 June 2016
- Memorandum, Subject: Request for an ETP, 19 July 2016
- Applicant's memorandum, Subject: Request for an ETP
- Applicant's Unit Personnel System (UPS)/Command Management System (CMS), Army Physical Fitness Test (APFT) Data screenshot

FACTS:

1. The applicant did not file within the 3-year time frame provided in Title 10, U.S. Code (USC), section 1552(b); however, the Army Board for Correction of Military Records (ABCMR) conducted a substantive review of this case and determined it is in the interest of justice to excuse the applicant's failure to timely file.

2. The applicant states:

a. Her REB payment was in a Monitor Rule Failure status due to the consecutive APFT failures. Her retention team at the time initially identified the discrepancy in 2016 and contacted her and the unit at that time. She elected to submit an ETP, which was forwarded to the National Guard Bureau (NGB) in 2017. Unfortunately, the Guard Incentive Management System (GIMS) crashed in 2018 so this issue/ETP fell off their radar. They revisited her issue in 2020 and attempted to submit another ETP.

b. They went back and forth with the NGB multiples times before finally coming to a resolution, and she was told a commander's memo attesting to the erroneous entries

was sufficient enough to proceed with payment. When they attempted to pay her Fiscal Year (FY) 15 and FY17 payments, it rejected because FY15 was outside the 5 year statute of limitation and now considered a Closed Year Payment (CYP). Additionally, FY17 could not be processed before FY15. They put a CYP packet together to request payment, and prior to sending it reached out to NGB to ensure the email and point of contact was still valid for the CYP manual process. It was at that time NGB advised that only approved ABCMRs can be processed for CYP.

c. Due to clerical error her APFT records were input incorrectly in the Reserve Component Automation Systems (RCAS) and Digital Training Management System (DTMS). She took and passed the APFT on 29 July 2011. The APFT taken on 26 July 2013 should have been input as a diagnostic and not for record. It is imperative that we always take care of Soldiers. An error was made, and she was unfortunately unable to receive the benefits. She has been more than patient in trying to get the situation resolved.

3. A review of the applicant's military record shows the following:

a. She enlisted in the New York Army National Guard (NYARNG) for 6 years on 23 September 2006.

b. Orders Number 7018301 published by the Military Entrance Processing Station (MEPS), Brooklyn, NY, ordered the applicant to initial active duty for training for 11 weeks for basic training under the alternate (split) training program on 2 July 2007.

c. On 12 August 2008, DD Form 214 (Certificate of Release or Discharge from Active Duty) shows the applicant was released from active duty for training and transferred to her NYARNG unit. Item 11 (Primary Specialty) shows 92A10 (Automated Logistical) and item 14 (Military Education) shows she completed the Automated Logistical Specialist course in 2008.

d. On 14 October 2011, DA Form 4836 (Oath of Extension of Enlistment or Reenlistment) shows the applicant extended in the NYARNG for 6 years. In connection with her extension NGB Form 600-7-3-R-E (Annex R to DA Form 4836 – REB Addendum ARNG) was completed and authenticated. In pertinent part, the Annex R - REB Addendum states in:

(1) Section II (Eligibility) shows in item 19 she was reenlisting duty military occupational specialty qualified as a 92A.

(2) Section III (Bonus Amount and Payments), she reenlisted/extended for 6 years to receive a total bonus payment of \$10,000.00. The bonus would be paid in three installments. The first 50 percent payment would be processed for payment the day

after her current expiration term of service. The second 25 percent payment would be processed on the third-year anniversary and the final 25 percent payment would be processed on the fifth-year anniversary.

(3) Section V (Termination), she may be terminated from incentive eligibility with recoupment for having two consecutive record APFT failures and/or two consecutive failures to meet body fat standards within this contract term. Termination will be effective on the date of the second APFT failure or second failure to meet body fat standards.

e. DA Forms 4836 show on:

- 10 December 2017, she extended for 3 years
- 14 November 2020, she extended for 2 years
- 4 June 2022, she extended for 1 year

4. The applicant provides:

a. A letter from the New York MEPS, Human Resource Manager dated 4 March 2016 stating the applicant's APFT records were input incorrectly in RCAS and DTMS. The applicant took an APFT on 26 July 2013 which should have been input as a diagnostic APFT. After being given a 30 day requirement, the applicant took an APFT for record and passed on 7 September 2013. He was her readiness noncommissioned officer at that time. The applicant's APFT information was incorrect in RCAS and DTMS, and she should be allowed to receive her bonus.

b. Headquarters, NYARNG, Directorate of Military Personnel, Education Services Officer memorandum dated 8 June 2016, which notified the applicant that a discrepancy (two consecutive APFT failures) had been discovered with her REB contract that must be resolved to avoid eligibility termination. The Incentives Manager had taken all measures possible to resolve the issue; however, they needed her assistance. They determined the applicant may be eligible to submit an ETP request. A favorable determination on the issue was very unlikely as the Army National Guard did not have the authority to approve such ETP requests. Failure to submit an ETP would result in immediate termination and/or recoupment of her incentive in accordance with Title 31, U.S. Code, Section 3702.

c. Memorandum, Subject: Request for an ETP, dated 19 July 2016, wherein the commander stated, the applicant's APFT records were input incorrectly in RCAS and DTMS. She took and passed the APFT on 29 July 2011. This was her record APFT. After giving birth on 29 June 2012 and completing the profile period she took an APFT on 18 May 2013, which she was a No Go. The APFT taken on 26 July 2013 should have been input as a diagnostic and not for record. The applicant retook the APFT and

passed on 7 September 2013 which was her for record APFT. Favorable disposition was endorsed and requested for the ETP to allow the applicant to keep her incentive.

d. Memorandum, Subject: Request for an ETP, wherein, the applicant states she would like to request an ETP to maintain her incentive eligibility. She had her APFT incorrectly input into the RCAS and DTMS systems. She took a record APFT on 29 July 2011 just before her pregnancy and passed. After giving birth on 29 June 2012 and completing the profile period she took an APFT on 18 May 2013 which unfortunately was a No-Go. The APFT she took after that on 26 July 2013 should have been input as a diagnostic and not for record because she needed a bit more time to get up to standards. She then took a for record APFT and passed on 7 September 2013.

e. Her UPS/CMS APFT data screenshot which shows her APFT dates, points, and pass/fail indicators.

5. On 25 September 2023, a Defense Finance and Accounting Service (DFAS) official responded to a request for information pertaining to the applicant receiving a reenlistment bonus payment in or around 2011. The DFAS official replied stating her records show a \$5,000.00 reenlistment bonus was paid with an entitlement date of 23 September 2012 with a voucher date of 5 December 2012.

#### BOARD DISCUSSION:

After reviewing the application, all supporting documents, and the evidence found within the military record, the Board found that relief was warranted. The Board carefully considered the applicant's contentions, the military record, and regulatory guidance. The Board agreed that the applicant had received the first portion of the bonus and due to circumstances outside of her control, APFT records were incorrectly inputted into systems of record. As result, she was erroneously denied the second payment of her enlistment bonus and a recommendation for relief is warranted.

BOARD VOTE:

Mbr 1      Mbr 2      Mbr 3

█	:	█	GRANT FULL RELIEF
:	:	:	GRANT PARTIAL RELIEF
:	:	:	GRANT FORMAL HEARING
:	█	:	DENY APPLICATION

BOARD DETERMINATION/RECOMMENDATION:

The Board determined the evidence presented is sufficient to warrant a recommendation for relief. As a result, the Board recommends that all Department of the Army records of the individual concerned be corrected to show she met all contractual obligations to retain the REB and that she be paid any remaining portion thereof, the exact amount to which to be determined by DFAS, contingent upon the applicant's submission of any required loan repayment documentation.



I certify that herein is recorded the true and complete record of the proceedings of the Army Board for Correction of Military Records in this case.

REFERENCES:

1. Title 10, USC, section 1552(b), provides that applications for correction of military records must be filed within 3 years after discovery of the alleged error or injustice. This provision of law also allows the ABCMR to excuse an applicant's failure to timely file within the 3-year statute of limitations if the ABCMR determines it would be in the interest of justice to do so.
2. Army Regulation 15–185 (ABCMR) prescribes the policies and procedures for correction of military records by the Secretary of the Army, acting through the ABCMR. In pertinent part, it states that the ABCMR begins its consideration of each case with the presumption of administrative regularity. The applicant has the burden of proving an error or injustice by a preponderance of the evidence. The ABCMR will decide cases based on the evidence of record. The ABCMR is not an investigative agency.
3. Title 31, USC, section 3702, also known as the barring act, prohibits the payment of a claim against the Government unless the claim has been received by the Comptroller General within 6 years after the claim accrues. Among the important public policy considerations behind statutes of limitations, including the 6-year limitation for filing claims contained in this section of Title 31, USC, is relieving the government of the need to retain, access, and review old records for the purpose of settling stale claims, which are often difficult to prove or disprove.
4. National Guard Regulation 600-7 (Selected Reserve Incentive Programs (SRIP)) governs policies and procedures for the administration of the Army National Guard (ARNG) SRIP programs. Section IV (Reenlistment/Extension Bonus (REB)) states, in pertinent part:
  - a. Paragraph 2-14 (Entitlement) provides that entitlement to an REB for an immediate reenlistment or extension begins on the date after expiration term of service. The unit commander must ensure that Soldiers are counseled when they reenlist or extend that they will not receive payments immediately under this program. Payments will be processed through personnel pay channels upon verification of all contractual documentation and meeting the terms and conditions outlined in the incentive agreement.
  - b. Paragraph 2-16 (Processing) provides that reenlistment or extension for an REB will be executed within current guidance and any additional requirements directed by the Director, ARNG or the current FY SRIP policy. For all other processing steps refer to the incentives management system user guide or as outlined in the current FY SRIP policy in effect.

5. Department of Defense Instruction 1205.21 (Reserve Component Incentive Programs Procedures) requires each recipient of an incentive to sign a written agreement stating the member has been advised of and understands the conditions under which continued entitlement to unpaid incentive amounts shall be terminated and which advance payments may be recouped. The agreement must clearly specify the terms of the Reserve Service commitment that authorizes the payment of the incentive.

//NOTHING FOLLOWS//