

ARMY BOARD FOR CORRECTION OF MILITARY RECORDS

RECORD OF PROCEEDINGS

IN THE CASE OF: [REDACTED]

BOARD DATE: 9 January 2024

DOCKET NUMBER: AR20230003815

APPLICANT REQUESTS: payment of his Reenlistment/Extension Bonus (REB) in the amount of \$4,000.00 in the Army National Guard (ARNG).

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

- DD Form 149 (Application for Correction of Military Record)
- Orders Number 248-921, 5 September 2019
- Administrative Action Request Form
- Email Correspondence

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, in pertinent part, in September 2019 he extended his enlistment with a normal Modified Table of Organization and Equipment (MTOE) unit for 2 years to receive the \$4,000.00 bonus. However, the unit never created the bonus addendum for the extension. Once discovered, he placed a request through his unit S-1, who then sent it forward to the National Guard Bureau (NGB). Due to the time frame, the NGB denied his request. He is seeking payment of his REB to which he was entitled to receive.

3. A review of the applicant's available service record reflects the following:

a. On 14 July 2010, he enlisted in the Ohio Army National Guard (OHARNG) for a period of 8 years.

b. DA Form 4836 (Oath of Extension of Enlistment or Reenlistment), dated 19 November 2013 shows he extended his enlistment with the OHARNG for a period of 7 months changing his Expiration Term of Service (ETS) to 13 February 2017.

c. DA Form 4836, dated 8 June 2016 shows he extended his enlistment in the OHARNG for a period of 2 years. In conjunction with the extension, NGB Form 600-7-3-R-E (Annex R to DD Form 4 or DA Form 4836 REB Addendum ARNG of the United States), bonus control number R16060245XX, shows his entitlement to a \$4,000.00 REB in Military Occupational Specialty (MOS) 88M (Motor Transport Operator) for a 2-year period. Section 5 (Continued Receipt) shows the applicant would be entitled to continued receipt of the REB if he accepted a position as a Regional Training Institute (RTI) instructor assigned to a MOS immaterial or REB contracted MOS position and may retain this REB provided he continued to remain qualified in his REB MOS along with meeting all other requirements for the REB.

d. DA Form 4836, dated 16 September 2018 shows he extended his enlistment in the OHARNG for a period of 1 year.

e. DA Form 4836, dated 3 September 2019 shows he extended his enlistment with the OHARNG for a period of 2 years.

f. On 5 September 2019, the State of Ohio, Adjutant General's Department issued Orders Number 248-921 as Command Directed orders releasing him from a Heavy Vehicle Driver with the 1483rd Transportation Company, Walbridge, OH, to an instructor with 2nd Battalion, 147th RTI, Columbus, OH.

g. DA Form 4836, dated 25 November 2020 shows he extended his enlistment with the OHARNG for a period of 2 years.

h. DA Form 4836, dated 8 September 2023 shows he extended his enlistment with the OHARNG for a period of 2 years.

i. He continues service with the OHARNG.

4. The applicant provides the following:

a. Admin Action Request Form coversheet showing Sergeant First Class (SFC) R-requesting a status update on the request for the applicant's REB with email correspondence included.

b. Email Correspondence showing the communications within the unit regarding the applicant's entitlement to the REB in the amount of \$4,000.00.

5. On 8 September 2023, the NGB, Chief, Special Actions Branch, in conjunction with the Ohio National Guard, provided an advisory opinion recommending approval of the applicant's request stating, in effect:

a. The applicant states that he extended his contract in 2019 and was entitled to a REB of \$4,000.00 but was never paid that bonus. He requests that the ABCMR approve back pay of his REB.

b. According to his records, the applicant was eligible to be issued an extension bonus at the time of extension. His unit erroneously decided to not issue a bonus due to their misunderstanding of the Select Reserve Incentive Policy (SRIP). The unit knew that the applicant wanted to transfer to the RTI to become an instructor. Since the RTI was not a bonus authorized TDA unit, they erroneously assumed the bonus would be terminated upon transfer to the TDA and decided not to issue him a bonus. References a. and b. allow for Soldiers to retain their incentives should they be assigned to an RTI if it was for the purpose of becoming an instructor. The unit should have issued the bonus to the applicant because he was otherwise eligible for one at the time of extension. The applicant, an 88M, extended his term of service for the period of two years on 3 September 2019. Knowing that he was being command directed to the RTI, his unit did not offer him the two-year \$4,000.00 bonus as they assumed his transfer would terminate the contract. At the time of extension, the applicant met the requirements for this incentive and continued to meet them despite his transfer to the RTI.

c. Per Annex R to DA Form 4836, Section V, the Soldier is eligible for continued receipt of the incentive if "I accept a position as a RTI instructor assigned to a MOS Immaterial (00F) or contracted MOS position and may retain this incentive provided I continue to remain qualified in my MOS along with meeting all other requirements for this incentive." National Guard Regulation (NGR) 600-7 (Select Reserve Incentive Program), paragraph 1-21 a. (10) says, "Instructors assigned to a RTI MOS Immaterial (00F) duty position may retain their current incentive only in their Primary Military Occupational Specialty (PMOS) provided they remain qualified in the PMOS and meet all other requirements for the incentive. A Soldier is not eligible to extend for SRIP incentives while in this position. The Soldier must become instructor qualified (SQI 8) within 180 days of assignment."

d. The applicant was command directed to be transferred to the RTI into an 88M instructor position on 5 September 2019. On 22 April 2021, the applicant transferred to a 00F instructor position at the RTI and remained there for the rest of the two-year obligation period. The applicant became qualified as an instructor within 180 days of assignment. On 19 December 2019, the applicant completed the Common Faculty Development Instructor Course to be an SQI 8 88M instructor and his change of SQI orders were processed on 25 February 2020 and were effective on 19 December 2023. When this error was discovered, the OHARNG Incentives Manager assisted the applicant with submitting an Exception to Policy to the NGB HRM-I on 16 October 2020, which was subsequently denied on 2 November 2020. NGB HRM-I explained that the exception to policy could not be approved because the written agreement was not in the Soldier's records which violates the Department of Defense Instruction (DODI) 1304.31

(Enlisted Bonus Program), Enclosure 3, paragraph 1a (7) and that the Bonus Control Number was requested after the date of extension which violates ARNG SRIP Number 20-01.

e. Based on the applicant's claims and his records, the applicant never had his REB created, hence the missing written agreement, because the applicant was never offered it when he should have received one. There are no irregularities in his records that would have prevented this contract creation. For these reasons, it is the recommendation of this office that the applicant's request be approved. The applicant was never paid his REB of \$4,000.00 even after he completed all terms of his contract

6. On 19 September 2023, the applicant was provided with a copy of the advisory opinion and afforded 15 days to respond. As of 4 October 2023, he did not respond.

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 applicant's contentions, the military record, and regulatory guidance were carefully considered. The applicant extended his contract in 2019 and was entitled to a REB of \$4,000 but was never paid that bonus. The Board reviewed and agreed with the NGB's finding that the applicant was eligible to be issued an extension bonus at the time of extension. His unit erroneously decided to not issue a bonus due to their misunderstanding of the SRIP. The unit knew that he wanted to transfer to the Regional Training Institute (RTI) to become an instructor. Since the RTI was not a bonus authorized TDA unit, the unit erroneously assumed the bonus would be terminated upon transfer to the TDA and decided not to issue him a bonus. According to his extension paperwork, he is eligible for continued receipt of the incentive if he accepted a position as a RTI instructor, with other stipulations, which he maintained. Since the applicant was never paid his REB of \$4,000 even after he completed all terms of his contract, the Board determined that an injustice occurred.

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 and Army National Guard records of the individual concerned be corrected by:

- showing the applicant timely submitted to the National Guard Bureau (NGB) an exception to policy request for payment of \$4,000 bonus
- showing the NGB timely received and approved the exception to policy request for payment of said bonus

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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. Title 37, USC, section 308 (Special Pay: reenlistment bonus) states the Secretary concerned may pay a bonus under paragraph (2) to a member of a uniformed service who is qualified in a military skill designated as critical by the Secretary of Defense and reenlists or voluntarily extends the member's enlistment for a period of at least three years in a regular component or the Reserve component of the service concerned. Bonus payments authorized under this section may be paid in either a lump sum or in installments. If the bonus is paid in installments, the initial payment shall be not less than 50 percent of the total bonus amount.
3. DODI 1205.21 (Reserve Component Incentive Programs Procedures) prescribes procedures for incentive programs. Section 6.2 (Written Agreements) states, in part, as a condition of the receipt of an incentive covered by this instruction, each recipient shall be required 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. That agreement shall clearly specify the terms of the Reserve service commitment that authorizes the payment of the incentive to the member. Paragraph E5.1.1.7 states the applicant must hold the military grade and skill qualification commensurate with the vacancy.

//NOTHING FOLLOWS//