

ARMY BOARD FOR CORRECTION OF MILITARY RECORDS

RECORD OF PROCEEDINGS

IN THE CASE OF: [REDACTED]

BOARD DATE: 5 November 2024

DOCKET NUMBER: AR20240001494

APPLICANT REQUESTS: to receive second \$10,000.00 payment of his Non-Prior Service Enlistment Bonus (NPSEB) contracted on 27 March 2007, and payment of \$5,000.00 Reenlistment/Extension Bonus (REB) contracted on 17 June 2013.

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

- DD Form 149 (Application for Correction of Military Record)
- National Guard Bureau (NGB) Form 600-7-1-R-E (Annex E to DD Form 4 - NPSEB Addendum), 27 March 2007
- NGB Form 23 (Army National Guard (ARNG) Retirement Points History Statement), 31 December 2012
- DA Form 4836 (Oath of Extension of Enlistment or Reenlistment), 17 June 2013
- NGB Form 600-7-3-R-E (Annex R to DD Form 4 or DA Form 4836 - REB Addendum - ARNG of the United States (ARNG), 17 June 2013
- NGB Memorandum - Subject: Request for Exception to Policy (ETP) for NPSEB [Applicant], 8 March 2016

FACTS:

1. The applicant states:

a. He was supposed to receive the second half of his NPSEB in the amount of \$10,000.00 on 27 March 2010, which was never received. He has an approved ETP from the NGB that states, even though the contract was erroneously contracted for Critical Skill (CS) Military Occupational Specialty (MOS) and his MOS was not on the list they were still going to honor the NPSEB full amount of \$20,000.00. Since this initial bonus has not been paid out, he also has not received his second REB (Bonus Control Number (BCN) R13060437XX) of \$5,000.00.

b. The initial payment was due in 2010 and he did not receive the ETP from NGB until 8 March 2016. The ETP and additional documents have been submitted to the Defense Finance and Accounting Service (DFAS) as a customer relationship management ticket 19 times already with no actual explanation on how to correct these documents. His tickets always get closed out.

2. A review of the applicant's military service records show:

a. On 27 March 2007, the applicant enlisted in the California Army National Guard (CAARNG) for 6 years. He completed training requirements and was awarded MOS 25U (Signal Support Systems Specialist). In connection with this enlistment, he completed and signed NGB Form 600-7-1-R-E, which states, in pertinent part:

(1) He enlisted for MOS 25U "which is designated as a NGB or State CS MOS and would receive a total bonus of \$20,000.00 for the enlistment bonus option.

(2) He would receive his first bonus payment of 50 percent of the total authorized amount when he completed initial active duty for training, and he was awarded the MOS for which he enlisted. The second and final payment of 50 percent would be paid on the 36th-month anniversary of his date of enlistment.

b. On 15 March 2013, DA Form 4836 shows he extended his ARNG enlistment for 1 year.

c. On 17 June 2013, DA Form 4836 shows he extended his ARNG enlistment for 3 years, which changed his Expiration Term of Service (ETS) to 27 March 2017. In connection with this extension, he completed and signed NGB Form 600-7-3-R-E, which shows, in pertinent part, he reenlisted/extended for 3-years Duty MOS Qualified (DMOSQ) REB and would receive a total bonus amount of \$5,000.00. His bonus would be processed effective the day after his current ETS as a lump-sum payment.

d. On 8 March 2016, the NGB, Chief, Personnel Programs, Resources and Manpower Division, approved the applicant's ETP to retain the \$20,000.00 NPSEB. The NGB official stated, in pertinent part:

(1) The applicant was erroneously provided the NPSEB addendum; however, the BCN was requested for a different incentive. A review of the Department of Defense Form 1966 (Record of Military Processing – Armed Forces of the United States) block 32a supports an incentive being offered at the time of contract. ARNG will honor the \$20,000.00 addendum and the State Incentive Manager will request an Administrative Correction Request to reflect the amount listed on the addendum.

(2) The Military Personnel Office should be made aware of these cases in order to provide the necessary training to those involved in the recruiting application process in order to prevent unnecessary delays in the processing of Soldiers' incentives and future requests for ETP.

(3) The applicant accepted an incentive offer in good faith and has otherwise fulfilled the obligations under the contract as of the date of this request. Therefore,

withholding payment of this incentive would be against equity, good conscience and contrary to the best interest of the Army.

e. On 1 September 2016, the CAARNG published Orders Number 245-1075, which ordered the applicant to full-time National Guard duty in an Active Guard/Reserve (AGR) status for 2 years, 11 months, 31 days, with a report date of 1 September 2016.

f. He is currently serving in an AGR status.

3. On 10 October 2024, the NGB, Chief, Special Actions Branch, provided an advisory opinion for this case and recommended partial approval. The NGB advisory official stated:

a. The applicant enlisted in the CAARNG on 27 March 2007 for a six-year contract. He signed a NPS DMOSQ \$20,000.00 bonus to be paid out in two \$10,000.00 payments. He received the first payment upon eligibility but was not paid the second payment. He reenlisted in 2014 with a \$5,000.00 REB bonus but has not received that payment. He is requesting both the second \$10,000.00 payment of his 2007 contract and his \$5,000.00 payment of his 2014 contract.

b. After review of the applicant's submission and records, the applicant contracted for a \$20,000.00 MOSQ NPS bonus, 27 March 2007 as a 25U for six years. He was entitled and received the first \$10,000.00 payment on 31 March 2008 after becoming 25U qualified. He should have received his second \$10,000.00 payment 36 months after his contract start date, 28 March 2011. He did not receive the payment because of administration errors to include, MOS was not validated as an authorized critical skill in accordance with (IAW) ARNG Selected Reserve Incentive Program (SRIP) 07-04, bonus control number was requested for a different bonus type and bonus control number request did not match enlistment agreement. CAARNG and the applicant submitted an exception to policy request to the NGB to retain the bonus despite the errors. The applicant received an approved ETP dated 8 March 2016 to retain the \$20,000.00 incentive despite the administrative errors as the applicant signed the bonus addendum in good faith.

c. The applicant reenlisted for a three-year contract starting 28 March 2014 to 27 March 2017 with a \$5,000.00 lump sum bonus payment. The incentive was created in the Guard Incentive Management System and the applicant was eligible to receive payment on 28 March 2014, but DFAS payment was rejected stating, "Bonus currently in effect" because of his open 2007 incentive. The applicant became a Title 32 AGR, on 1 September 2016 which terminates his eligibility to receive this bonus. He should receive a prorated payment for 29 months, 28 March 2014 to 30 August 2016 in the amount of \$4,027.78.

d. It is the recommendation of this office that the applicant's request be partially approved. He is eligible through an NGB approved ETP to receive the second \$10,000.00 payment on his 2007 contract. He is eligible to receive a prorated payment on his reenlistment contract that was not paid out because of his current open 2007 incentive. The applicant should receive payment prorated for 28 March 2014 until the start of his AGR order, 30 August 2016 in the amount of \$4,027.78 IAW ARNG SRIP 13-01.

4. With the advisory opinion NGB provided CAARNG memorandums pertaining to the applicant's NPSEB payment and ETP request. The documents can be reviewed within the supporting documents.

5. On 23 October 2024, the applicant responded to the NGB advisory opinion and stated, he had no issues with the advisory opinion.

BOARD DISCUSSION:

After reviewing the application, all supporting documents, and the evidence found within the military record, the Board found that partial relief was not warranted. The applicant's contentions, the military record, and regulatory guidance were carefully considered. The evidence shows the applicant enlisted in the CAARNG on 27 March 2007 for a 6-year contract. He signed a Non-Prior Service Duty MOS Qualified \$20,000 bonus to be paid out in two \$10,000 payments. He received the first payment upon eligibility but was not paid the second payment. He then reenlisted in 2014 with a \$5,000 Reenlistment/ Extension Bonus (REB) bonus but has not received that payment. He requests payment of both the second \$10,000 payment of his 2007 contract and the \$5,000 payment of his 2014 contract.

a. Non-Prior Service Enlistment Bonus (NPSEB), 27 March 2007: No action. The applicant was entitled and received the first \$10,000 payment on 31 March 2008 after becoming 25U qualified. He should have received his second \$10,000 payment 36 months after his contract start date, 28 March 2011. He did not receive the payment because of administration errors to include, MOS was not validated as an authorized critical skill per the ARNG SRIP 07-04; bonus control number was requested for a different bonus type and bonus control number request did not match enlistment agreement. CAARNG and the soldier submitted an exception to policy request to the NGB to retain the bonus despite the errors. Soldier received an approved ETP dated 8 March 2016 to retain the \$20,000 incentive despite the administrative errors as the soldier signed the bonus addendum in good faith. Since the ETP is approved by the NGB for payment, there is no further action required by the Board.

b. Reenlistment/Extension Bonus (REB), Partial Grant. The applicant reenlisted for a three-year contract starting 28 March 2014 to 27 March 2017 with a \$5,000 lump sum bonus payment. The incentive was created in GIMS, and he was eligible to receive payment on 28 March 2014, but DFAS payment was rejected stating, "Bonus currently in effect" because of his open 2007 incentive. The applicant then became a Title 32 AGR Soldier on 1 September 2016, which terminated his eligibility to receive this bonus. He served 29 months out of 36 months. Therefore, he should have received a prorated payment for 29 months (from 28 March 2014 to 30 August 2016) in the amount of \$4,027.78. The Board reviewed and agreed with the NGB's determination that the applicant's request be partially approved. He is eligible to receive a prorated payment on his reenlistment contract that was not paid out because of his current open 2007 incentive, for time served from 28 March 2014 until his AGR order, 30 August 2016.

BOARD VOTE:

Mbr 1 Mbr 2 Mbr 3

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

BOARD DETERMINATION/RECOMMENDATION:

1. The Board determined the evidence presented is sufficient to warrant a recommendation for partial 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 submitted an exception to policy to the National Guard Bureau for payment of his March 2024 Reenlistment/Extension Bonus in the amount of \$5000
- showing the National Guard Bureau timely received and partially approved the applicant for payment of a prorated amount for time served from 28 March 2014 to 30 August 2016

2. The Board further determined the evidence presented is insufficient to warrant a portion of the requested relief. As a result, the Board recommends denial of so much of the application that pertains to any relief in excess of that described above.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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. National Guard Regulation 600-7 (Selected reserve Incentive Programs), in effect at the time, prescribes policies and procedures for the administration of the Army National Guard of the United States incentive programs.

a. Paragraph 2-2 (NPSEB) states, in pertinent part, these bonuses are payable based on the following: (1) The initial payment per contractual agreement at the time of enlistment will be paid when the Soldier - (a) Has met the educational requirements of a secondary school graduate as defined in the glossary. (b) Has completed Initial Active Duty for Training. (c) Is qualified for and has been awarded the MOS initially contracted for as their primary MOS. (2) The remaining balance of the Soldier's bonus will be paid on the schedule per the contractual agreement at the time of enlistment unless changed by law.

b. Paragraph 3-2 (REB) states, in pertinent part, entitlement to a bonus for an immediate reenlistment begins on the date of the oath of enlistment; the extension bonus on the first day of the extended period of service. The unit commander must ensure that Soldiers are counseled when they enlist, reenlist, or extend that they will not receive payments immediately under this program. Payments will be processed through personnel and pay channels for payment upon verification of all required contractual documentation.

2. 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 to the member.

3. Title 31 United States Code (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.

//NOTHING FOLLOWS//