

ARMY BOARD FOR CORRECTION OF MILITARY RECORDS

RECORD OF PROCEEDINGS

IN THE CASE OF: [REDACTED]

BOARD DATE: 25 February 2025

DOCKET NUMBER: AR20240005084

APPLICANT REQUESTS: payment of his Prior Service Enlistment Bonus (PSEB).

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

- DD Form 149 (Application for Correction of Military Record)
- DD form 4 (Enlistment/Reenlistment Document – Armed Forces of the United States)
- National Guard Bureau (NGB) Form 21 (Enlistment/Reenlistment Agreement Army National Guard (ARNG) Service Requirements and Methods of Fulfillment)
- NGB Form 600-7-3-R-E (Annex X to DD Form 4 or DA Form 4836 Prior Service Enlistment Bonus Addendum Army National Guard of the United States)
- Puerto Rico National Guard Element Joint Forces Headquarters (JFH) Orders Number 341-541
- NGB Form 22 (NGB Report of Separation and Record of Service)
- NGB Memorandum, Subject: Notification of Potential Entitlement to Incentive Payment(s)

FACTS:

1. The applicant did not file within the 3-year time frame provided in Title 10, U.S. Code, 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 he requests the payment of his outstanding PSEB. The NGB conducted an audit of his records in the Guard Incentive Management System (GIMS) and it was determined he may not have received all of his bonus incentives.
3. A review of the applicant's service record shows:
 - a. With prior Regular Army enlisted service, the applicant enlisted in the Puerto Rico (PR) ARNG effective 3 February 2006 for 6-years.

(1) DD Form 1966 (Record of Military Processing – Armed Forces of the United States) shows the applicant enlisted in the ARNG in the Military Occupational Specialty (MOS) 91S (Preventive Medicine Specialist). In Item 24 (Previous Military Service or Employment with the U. S. Government states he had prior military service. Item 32 (Specific Option/Program Enlisted for Military Skill or Assignment to a geographical Area Guarantees) shows the applicant enlisted for 6-years in the MOS 91S. The document is void of mention of a bonus.

(2) NGB Form 600-7-3-R-E states he met the eligibility criteria for the bonus, he was MOS qualified. He had received an honorable discharged from his prior military service. He enlisted for 6-years for the \$15,000.00 bonus to be paid \$7,500.00 in initial payment effective date of the contract and the remainder \$7,500.00 to be paid on the fourth year anniversary.

b. DD Form 214 (Certificate of Release or Discharge from Active Duty) shows the applicant was ordered to active duty in support of Operation Enduring Freedom effective 12 April 2007. He was honorably released from active duty on 30 April 2008 after completion of 1-year and 19-days of active service.

c. On 2 February 2012 the applicant was honorably discharged from the ARNG for expiration of term of service. NGB Form 22 shows the applicant completed 6-years of service.

4. The applicant provides:

a. NGB Form 21 shows the applicant agreed to service 6-years in the ARNG in the MOS 91S.

b. NGB Memorandum dated 14 March 2024, Subject: Notification of Potential Entitlement to Incentive Payment(s) stated the NGB recently conducted an audit of the applicant records in GIMS and it was determined he may not have received in incentive in its entirety prior to his separation from the ARNG for his PSEB with control number P069030012PR. To process his payment, he need to file a claim with the Army Board for Corrections of Military Records.

5. On 20 February 2025, in the processing of this case, the NGB provided and advisory opinion regarding the applicant's request for payment of the remainder of his PSEB. The advisory official recommended a partial approval. The applicant enlisted in the ARNG as a 92G (Food Service Specialist) qualified Soldier in the 181st Medical Company. Further 68S (Army Preventative Medicine Specialist) was not an available MOS in the unit which prompted the PR ARNG to terminate his incentive as per the PSEB contract. The applicant's bonus was for 91S and he was assigned to the 92G position. The GIMS data and Interactive Permanent Electronic Record Management

System indicates he enlisted in the MOS 91S receiving a PSEB for said MOS. On the date of his enlistment, he signed an agreement with the understanding that he would be assigned to Charlie Company, 192nd Medical Support in the MOS 91S. Additionally, the reservation and MOS qualifying documentation collected by the PR ARNG recruiting personnel indicates he enlisted in 91S. The PSEB addendum does not indicate the MOS position. The applicant remained in the position through mobilization and returned in the MOS position. Shortly after returning from mobilization, the orders indicated there was a reorganization of the unit and the Soldier needed to be put in a position. The applicant was moved due to reorganization into a 92G position effective 6 May 2011. This was the first time the MOS was revealed in his records. He enlisted in the MOS and was moved by no fault of his own. Within one year of that assignment the applicant was discharged from the PR ARNG. The notification of termination was dated 22 May 2021 terminating his contract on 3 February 2006 with reason stated as not complying with MOS. The GIMS data and Soldier's records indicates otherwise.

A review of GIMS and his service record determined the applicant was eligible to receive a portion of the remaining bonus payment covering 3 February 2006 through 6 May 2011, amount to be determined by Defense Finance and Accounting Service.

6. On 21 February 2025, the Army Review Boards Agency Case Management Division provided the applicant the advisory opinion for review and comment. The applicant has not responded.

BOARD DISCUSSION:

After reviewing the application and all supporting documents, the Board determined partial relief was warranted. The applicant's contentions, the military record, and regulatory guidance were carefully considered. Based upon the available documents, the findings and recommendations outlined in the NGB advisory opinion and the lack of any rebuttal submitted from the applicant of those findings and recommendations, the Board concluded there was sufficient evidence to pay the applicant a portion of the bonus payment covering 3 February 2006 through 6 May 2011, amount to be determined by Defense Finance and Accounting Service.

BOARD VOTE:

<u>Mbr 1</u>	<u>Mbr 2</u>	<u>Mbr 3</u>	
:	:	:	GRANT FULL RELIEF
:XXX	:XXX	:XXX	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 records of the individual concerned be corrected by paying the applicant a portion of the bonus payment covering 3 February 2006 through 6 May 2011, amount to be determined by Defense Finance and Accounting Service.
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 paying any more of the bonus than reflected above.

//SIGNED//

X

CHAIRPERSON

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. National Guard Regulation (NGR) 600-7 (Selective Reserve Incentive Programs) in effect at the time, prescribes policies and procedures for the administration of the ARNGUS incentive programs.

a. Paragraph 1-13 (Obligation), an enlisted Soldier must enter into a contractual obligation to serve satisfactorily for the full term of service specified for an incentive program authorized by this regulation.

b. Paragraph 1-20 (Termination), a. A Soldier's incentive eligibility and entitlement stop when any of the termination reasons listed within the applicable chapters of this regulation apply. Although the Soldier's entitlement to the incentive is terminated, the Soldier's responsibility to serve the current statutory or contractual obligation remains. b. Once a Soldier has been terminated, reinstatement of eligibility is not authorized. c. The unit commander or an authorized unit representative will initiate termination procedures when a Soldier is terminated from an incentive.

c. Paragraph 3-9 (Termination without recoupment), terminate entitlement and eligibility for the REB when the Soldiers accepts a position as a Military Technician, includes temporary technician over 179-days and indefinite technician where membership is a condition of employment, effective on the date of employment. If the Soldier has served at least 6-months of the incentive contract following the date of bonus payment eligibility, termination will be without recoupment.

d. 3-10 (Termination with Recoupment), Terminate entitlement and eligibility for the Reenlistment Bonus when the Soldier accepts a position as a military technician (includes temporary technician over 179 days and indefinite technician) where membership is a condition of employment effective on the date of employment. Soldier has served less than six months of the incentive contract following the date of bonus payment eligibility; termination will be with recoupment.

3. Title 37 USC, section 331 (General bonus authority for enlisted members), (a The Secretary concerned may pay a bonus under this section to a person, including a member of the armed forces, who:

- enlists in an armed force
- enlists in or affiliates with a reserve component of an armed force

- reenlists, voluntarily extends an enlistment, or otherwise agrees to serve for a specified period in a designated career field, skill, or unit of an armed force
- under other conditions of service in an armed force

(g) (Repayment), a person or member who receives a bonus under this section and who fails to complete the period of service, or meet the conditions of service, for which the bonus is paid, as specified in the written agreement under subsection (d), shall be subject to the repayment.

//NOTHING FOLLOWS//