

ARMY BOARD FOR CORRECTION OF MILITARY RECORDS

RECORD OF PROCEEDINGS

IN THE CASE OF: [REDACTED]

BOARD DATE: 25 February 2025

DOCKET NUMBER: AR20240005109

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 214 (Certificate of Release or Discharge from Active Duty) for service ending 24 February 1999
- National Guard Bureau (NGB) Form 22 (NGB Report of Separation and Record of Service) for service ending 27 April 2000
- DD Form 4 (Enlistment/Reenlistment Document – Armed Forces of the United States)
- NGB Form 600-7-3-R-E (Annex X to DD Form 4 Prior Service Enlistment Bonus Addendum Army National Guard of the United States)

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 payment of his PSEB. He received a letter from the NGB regard his possible eligibility of outstanding bonus entitlement payments.
3. A review of the applicant's service record shows:
 - a. With prior U. S. Navy enlisted service, NGB 22 shows the applicant enlisted in the ARNG on 28 April 1999. He was honorably discharged from the ARNG on 27 April 2000. It also shows he completed 1-year of service.
 - b. On 16 April 2009, the applicant enlisted in the ARNG for 6-years. He has continuous service through reenlistments or extension and he is still serving.

(1) DD Form 1966 (Record of Military Processing – Armed Forces of the United States) section II – Examination and Entrance Data Processing Codes is blank. 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) is blank

(2) NGB Form 600-7-3-R-E states he met the eligibility criteria for the bonus, he was MOS qualified in the MOS 21E (Heavy Construction Equipment Operator). 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 50 percent upon effective date of the contract and the remainder to be paid in 20 percent installment payments to be processing on the third anniversary and the final 30 percent on sixth year anniversary.

4. On 14 February 2025, in the processing of this case, the NGB provided an advisory opinion regarding the applicant's request for the payment of his PSEB third installment. The advisory official recommended approval of his request. The applicant enlisted in the Rhode Island (RI) ARNG for 6-years on 16 April 2009 with a \$15,000.00 bonus. The bonus was established in the Guard Incentive Management System with a payment schedule for him to receive the first 50 percent on the effective date of his contract, the 20 percent installment on his third year anniversary and the final 30 percent on his sixth year anniversary. A review of his records it was determined his contract should have been terminated without recoupment on 9 October 2012 and any future payments forfeited when he became a permanent military technician; however, his contract as never terminated.

It is the recommendation of the NGB and the RI ARNG, the applicant should receive his third and final payment of his PSEB. His contract was never terminated and closed out properly and he was never given due process of notification of the loss of his last payment. Additionally, the bonus addendum does not provide the Soldier with the guidance that his bonus incentive would be terminated if he accepted a military technician job.

5. On 19 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 relief was warranted. The applicant’s contentions, the military record, and regulatory guidance were carefully considered. Based upon the available documentation and the findings and recommendations outlined in the NGB advisory opinion, the Board concluded there was sufficient evidence to pay the applicant the remainder of his Prior Service Enlistment Bonus (PSEB), as requested.

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 Army records of the individual concerned be corrected by amending the applicant’s pay record to pay the applicant his third and final payment of his PSEB.

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//