

ARMY BOARD FOR CORRECTION OF MILITARY RECORDS

RECORD OF PROCEEDINGS

IN THE CASE OF: [REDACTED]

BOARD DATE: 30 July 2025

DOCKET NUMBER: AR20240005153

APPLICANT REQUESTS: in effect, remuneration of the remainder of his Army National Guard (ARNG) Selective Reserve Incentive Policy (SRIP) reenlistment bonus (REB).

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

- Online Application
- Army Service Records

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 received a memorandum from an Incentives Oversight Analyst who stated he may not have received all of his bonus.

3. A review of his service record shows:

a. Following a brief period of service in the Regular Army, he enlisted in the Army National Guard of the United States on 5 November 2005. Upon completion of initial active duty for training, he was awarded military occupational specialty (MOS) 25U (Signal Operations Support Specialist).

b. On 19 July 2013, he executed an oath of extension of his reenlistment for 6 years.

c. In conjunction with his reenlistment, he signed a National Guard Bureau (NGB) Form 600-7-3-R-E (Annex R – REB Addendum) bearing Control Number R13070274MI, entitling him to a \$10,000.00 REB for a 6-year reenlistment. He acknowledged understanding that:

- he was reenlisting for duty MOS qualification (DMOSQ) in MOS 25U

- the first 50 percent (%) payment would be processed for payment the day after his current expiration term of service; the second 50% payment would be processed on the fourth year anniversary
- his REB may be terminated with recoupment if he voluntarily changed his REB MOS during the contractual obligation

d. At his request, he was transferred to the 144th Military Police (MP) Company on 22 December 2014 and assigned to a duty position as an Assistant Squad Leader, 31B20.

e. On 18 May 2015, he graduated from the Basic Military Police (31B) Class. On that same date, MOS 25U was withdrawn. He was awarded MOS 31B.

f. He was honorably separated from the Michigan Army National Guard (MIARNG) on 4 April 2022, by reason of expiration term of service.

g. The MIARNG Director of Personnel provided an advisory opinion on 4 February 2025. The Director recommended disapproval of the applicant's request to pay the second payment of his REB. The incentive was terminated due to voluntary MOS change during his contractual period. The MIARNG has no record of notification of termination or initiation of recoupment, therefore, MIARNG recommends no further payment with no recoupment action. This is consistent with National Guard Bureau (NGB) practice.

h. The NGB, Chief, Special Actions Branch, provided an advisory opinion on 27 March 2025, which concurred with that of the MIARNG.

i. On or about 28 March 2025, the applicant was provided a copy of the advisory opinions for his review and comment. To date, no response has been received.

BOARD DISCUSSION:

1. After reviewing the application, all supporting documents, and the evidence found within the military record, the Board found that relief was not warranted. The Board carefully considered the applicant's record of service, documents submitted in support of the petition and executed a comprehensive and standard review based on law, policy and regulation. Upon review of the applicant's petition, available military records and the National Guard Bureau- Special Actions Branch advisory opinion, the Board concurred with the advising official recommendation for disapproval of the applicant's request for the second REB payment finding the applicant's incentive was terminated due to voluntary MOS change during his contractual period. The MIARNG has no record of notification of termination or initiation of recoupment, therefore, MIARNG recommends no further payment with no recoupment action.

2. The Board found the applicant voluntarily transferred from MOS 25U to MOS 31B on 22 December 2014 and was awarded the new MOS on 18 May 2015, during the contractual obligation period. In accordance with the terms of the REB agreement and applicable regulatory guidance, this voluntary MOS change constituted a breach of contract, resulting in termination of the incentive. Based on the applicant's record, he acknowledging the terms of the incentive, including that voluntary transfer out of the contracted military occupational specialty (MOS) could result in termination of the bonus with recoupment. Furthermore, the applicant's voluntary MOS change and the clear terms of the REB agreement, the Board agreed that the applicant is not entitled to the remaining bonus payment. Therefore, the Board denied relief for payment of the second installment of the REB.

BOARD VOTE:

Mbr 1 Mbr 2 Mbr 3

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

BOARD DETERMINATION/RECOMMENDATION:

The evidence presented does not demonstrate the existence of a probable error or injustice. Therefore, the Board determined the overall merits of this case are insufficient as a basis for correction of the records of the individual concerned.

X //SIGNED//

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, U.S. Code (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 Army Board for Correction of Military Records (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 331 (General bonus authority for enlisted members) provides that, the Secretary concerned may pay a bonus under this section to a person, including a member of the armed forces, who (1) enlists in an armed force; (2) enlists in or affiliates with a reserve component of an armed force; (3) 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.
3. Department of Defense Instruction (DoDI) 1205.21 (Reserve Component Incentive Programs Procedures) paragraph 6.2 states, as a condition of the receipt of an incentive covered by this Instruction, each recipient shall be required to sign a written agreement stating that 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.
4. National Guard Bureau Selective Reserve Incentive Policy (SRIP) Service Reenlistment Incentive Policy Memorandum, dated 22 May 2014, subject: FY 14 SRIP Endorsement, provided:
 - a. Paragraph 23. Termination without Recoupment. If entitlement to an incentive is terminated for any reason before the fulfillment of the service described in the Officer's / Soldier's written addendum/agreement, the Officer/Soldier shall not be eligible to receive any further incentive payments, except for payments for service performed before the termination date.
 - b. The Officer/Soldier shall not be eligible to receive any further incentive payment(s), except for payment(s) for service performed before the termination date if the Soldier transfers out of the Military Occupational Specialty (MOS) and/or UIC for which the incentive was offered during the contractual obligation. The date of termination is the effective date annotated on the Soldier's transfer order.
5. The Barring Act, Title 31, USC, Section 3702 states that the Secretary of Defense shall settle claims involving uniformed service members' pay, allowances, travel, transportation, payments for unused accrued leave, retired pay, and survivor benefits. A claim against the Government presented under this section must contain the signature

and address of the claimant or an authorized representative. The claim must be received by the official responsible under subsection (a) for settling the claim or by the agency that conducts the activity from which the claim arises within 6 years after the claim accrues. A claim that is not received in the time required under this subsection shall be returned with a copy of this subsection, and no further communication is required.

//NOTHING FOLLOWS//