

ARMY BOARD FOR CORRECTION OF MILITARY RECORDS

RECORD OF PROCEEDINGS

IN THE CASE OF: [REDACTED]

BOARD DATE: 19 August 2025

DOCKET NUMBER: AR20240005195

APPLICANT REQUESTS: in effect, correction of his non-payment and termination of his reenlistment/extension bonus (REB) incentive to show he was entitled to his REB.

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

- DD Form 149 (Application for Correction of Military Records), 13 April 2024
- Letter to Active Guard Reserve (AGR) Branch, in support of his claim summarizing his misunderstandings that led to a contract violation and him accepting responsibility with willingness to pay the full amount due, he details his military career and reaffirms his commitment to service in the Army National Guard (ARNG), 23 February 2018
- DD Form 4 (Enlistment/Reenlistment Document – Armed Forces of the United States), 13 March 2007
- Annex R to DD Form 4 or DA Form 4836 Reenlistment/Extension Bonus Addendum Army National Guard of the United States, 17 May 2012
- Three DA Forms 4836 (Oath of Extension), 13 March 2013, 13 March 2019, and 13 March 2022
- National Guard Bureau (NGB) Form 22-5 (Addendum to DD Form 4 – Approval and Acceptance by Service Representative for Interstate Transfer in the Army National Guard), 19 December 2014
- Army National Guard Current Annual Statement in support of his claim summarizing his points earned towards retirement, 14 March 2024

FACTS:

1. The applicant states he admits to misunderstanding his contract and takes full responsibility, agreeing to pay the amount owed. His intent was and is to clarify the career changes that caused inconsistencies in his military record.

a. He joined the Army in 2007 into Military Occupational Specialty (MOS) 52C (Utility Equipment Repairer), which became 91C (Utilities Equipment Repairer), he later reclassified to 92W (Water Treatment Specialist) before deploying to Kuwait in 2011. After signing a contract in 2012 expecting to remain a 92W, post-deployment restructuring led him to shift to 91D (Tactical Power Generation Specialist), then 92F

(Petroleum Supply Specialist). While in pursuit of a stable 92W position, he moved to North Carolina in 2014 but returned to New England due to financial hardship. To avoid demotion, he accepted a 91C role in Massachusetts and eventually transferred to the 110th Support Maintenance Company in 2017 as an E6.

b. He applied for multiple Army Guard Reserve (AGR) roles hoping to return to 92W and was ultimately chosen as a Recruiting and Retention Noncommissioned Officer. Later, he realized there was an issue with his bonus linked to his contract and again he took full responsibility and continued his commitment to service. As a recruiter, he remained proud and looked forward to future opportunities to rejoin the 92W field. Further seeking clarification about his military contract obligations and his potential entitlements while believing he fulfilled his service obligation.

2. A review of the applicant's service record shows the following:

a. Having prior enlisted service in the Army National Guard, he extended his enlistment in the Rhode Island Army National Guard (RIARNG) on 17 May 2012, for a 6-year period.

b. The Annex R to the DD Form 4 or DA Form 4836 Reenlistment/Extension Bonus Addendum Army National Guard of the United States shows he was reenlisting or extending for a 6-year period to be eligible for payment of a 6-year reenlistment/extension bonus of \$10,000.00. Further showing three payments would be processed one on the day after his current expiration term of service (ETS), one on the third-year anniversary, and the final payment on the fifth-year anniversary. He acknowledged the statement of understanding on 17 May 2012. The eligibility criteria included:

- he may only receive the incentive if the State has allocated funding for the bonus type in the fiscal year in which the incentive is scheduled for payment to include all anniversary payments
- he must be the primary position holder, not in an over-strength or excess status in a MOS that matches the authorized military grade and skill qualification commensurate with the position for which he was reenlisting/extending in order to establish the critical skill requirements on the contract start date
- he must reenlist/extend duty MOS in an MOS within an MTOE or medical TDA unit only regardless of State or National assigned strength levels

c. Addendum to DD Form 4 Approval and Acceptance by Service Representative for Interstate Transfer in the Army National Guard shows on 19 December 2019 he transferred to the North Carolina Army National Guard.

d. He conducted two extensions in the Army National Guard of Massachusetts and continues service in the Army National Guard of Massachusetts.

3. On 4 April 2025, the Department of the Army and the Air Force, Joint Force Headquarters, Massachusetts Army National Guard, provided an advisory opinion stating, in pertinent part:

a. The applicant re-enlisted for six years in the Massachusetts Army National Guard (MAARNG) on 17 May 2013 as a 92W. He contracted for a re-enlistment bonus in the amount of \$10,000 to be paid in three installments. His first installment was paid on 5 April 2013, after his current ETS. The applicant's subsequent installments of \$2500 were to be paid in 2016 and 2018.

b. On 23 December 2015, the applicant voluntarily transferred to Camp Edwards, a non-bonus Table of Distribution and Allowances (TDA) Unit. Although the applicant maintained the contracted MOS when assigned to Camp Edwards, the transfer was a direct violation of policy. In accordance with (IAW) NGB 600-7 (Selected Reserve Incentive Programs (SRIP)) paragraph 1-25 (Terminations with Recoupment of Incentives) (12) "Voluntarily moves to a non-bonus unit or MOS unless assigned as a 09S (Officer Candidate School), 09R (Simultaneous Membership Program Cadet), or as otherwise stated in this regulation. Termination is effective the date of transfer into the new MOS."

c. Additionally, stating, per paragraph 1-19b(1) "Soldiers who contracted for an incentive must be assigned to an incentive eligible unit or incentive eligible critical skill IAW Fiscal Year SRIP policy in order to continue incentive eligibility." The applicant violated his contract by voluntarily transferring to an unauthorized Table of Distribution and Allowances (TDS) prior to the date of eligibility (DOE) of his second and third installments.

4. On 4 April 2025, the NGB, Chief, Special Actions Branch provided an advisory opinion after coordinating with the Massachusetts Army National Guard Incentive office. It was the recommendation that the applicant's REB contract remain terminated, and no additional payments be made, due the applicant voluntarily transferring to a non-bonus unit and MOS, therefore in violation of the REB incentive addendum and Army Regulation (AR) 601-210 (Personnel Procurement – Regular Army and Reserve components Enlistment Program). Further stating, in pertinent part:

a. He extended in the Rhode Island Army National Guard (RIARNG) on 17 May 2012 for six years and a \$10,000.00 bonus in MOS 92W. The bonus would be processed in three installments. The first 50 percent payment would be processed the day after the Soldier's current ETS (13 March 2013), and verification of MOS and unit of assignment qualification in Guard Incentives Management System (GIMS). The second

25 percent payment would be processed on the three-year anniversary of his contract start date, and the final 25 percent payment would be processed on the fifth-year anniversary.

b. A review of the applicant's case file confirmed that he signed a REB on 17 May 2012 for critical MOS 92W while he was deployed in Kuwait. After completing his assignment in Kuwait, he returned to the RIARNG and found out his unit was being reorganized, and that the MOS 92W he had contracted for was no longer available to him within the RIARNG, he would need to reclassify to MOS 91D or 92F to keep his rank and maintain his bonus incentive. He reclassified to 91D on 26 June 2013, and later to 92F on 24 July 2014.

c. The applicant later transferred to the North Carolina Army National Guard (NCARNG) on 19 December 2014 to fill a 92W position which was the same critical MOS for which he had initially contracted for, and therefore the NCARNG had no issue with Soldier transferring and continuing his incentive bonus as a 92W.

d. On 25 November 2015, due to personal reasons the Soldier transferred out of the MOS prior to his REB. At this point he had voluntarily transferred out his Unit Identification Code and MOS and therefore in violation of his REB incentive addendum.

e. Section V (Termination), paragraph 3(o) states that a Soldier's REB incentive may be terminated with recoupment for voluntarily transferring within the state or interstate for reason other than those covered under Army Regulation (AR) 601-210 (Personnel Procurement – Regular Army and Reserve Components Enlistment Program). Additionally, AR 601-210, paragraph 10-8a (5), states that a Soldier's incentive will be terminated if a Soldier voluntarily moves to non-bonus unit or MOS.

5. On 14 April 2025, the applicant was provided a copy of the advisory opinion and provided an opportunity to respond. 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 not warranted. The Board carefully considered the applicant's record of service, documents submitted in support of the petition, and executed a comprehensive review based on law, policy, and regulation. The Board concurred with the advisory official that the applicant was not authorized an REB based upon the applicant's voluntary transfer to a unit outside his Unit Identification Code and MOS; therefore, in violation of his REB addendum. The Board determined there was no error or injustice and denied his request.

BOARD VOTE:

<u>Mbr 1</u>	<u>Mbr 2</u>	<u>Mbr 3</u>	
:	:	:	GRANT FULL RELIEF
:	:	:	GRANT PARTIAL RELIEF
:	:	:	GRANT FORMAL HEARING
XX	XX	XX	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. 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.

2. National Guard Regulation 600-7 (Selected Reserve Incentive Programs) governs policies and procedures for the administration of the ARNG SRIP programs.

a. Paragraph 1-24 (Termination of incentives) states, incentive eligibility and entitlement will stop when any of the termination reasons listed in paragraphs 1-25 and 1-26 or the applicable program chapters and sections apply. The Soldier will not be eligible to receive any further incentive payments, except for Service performed before the termination date. Termination of an incentive will not affect a Soldier's responsibility to serve their current statutory or contractual Service commitment. The unit commander or authorized unit representative will initiate termination procedures and inform the State Incentive Manager when a Soldier is not in compliance with the incentive terms and conditions.

b. Paragraph 1-26 (Termination without recoupment) states, the conditions under which termination without recoupment of incentives is warranted are prescribed in this paragraph and the applicable program chapters and sections of this regulation. The effective date of the termination will be the effective date of the action. Payments due prior to the effective date will be paid to the Soldier. Payments due after the effective date of the action will be canceled and will not be paid to the Soldier.

c. Paragraph 1-26a(8)(9), provides that a Soldier will be terminated without recoupment if he or she (1) Accepts an AGR position and has served the required amount of time per current SRIP policy. The termination effective date is one day prior to the start date of the AGR tour. (2) Accepts position as a Mil Tech (includes temporary technician/indefinite technician over 179 consecutive days) where membership is a condition of employment and has served the required amount of time per current SRIP policy. The termination effective date is the day prior to entry as a permanent technician or day 180 for temporary/indefinite technicians.

3. Title 31, U.S. Code, section 3702, is the 6-year barring statute for payment of claims by the government. In essence, if an individual brings a claim against the government for monetary relief, the barring statute says that the government is only obligated to pay the individual 6 years from the date of approval of the claim. Attacks to the barring

statute have resulted in litigation in the U.S. Court of Federal Claims. In the case of *Pride versus the United States*, the court held that the Board for Correction of Military Records (BCMR) is not bound by the barring act, that the BCMR decision creates a new entitlement to payment and the 6 years starts running over again, and that payment is automatic and not discretionary when a BCMR decision creates an entitlement.

//NOTHING FOLLOWS//