

ARMY BOARD FOR CORRECTION OF MILITARY RECORDS

RECORD OF PROCEEDINGS

IN THE CASE OF: [REDACTED]

BOARD DATE: 6 February 2025

DOCKET NUMBER: AR20240005248

APPLICANT REQUESTS: payment of a \$10,000 Reenlistment/Extension Bonus (REB).

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

- DD Form 149 (Application for Correction of Military Record)
- DA Form 4836 (Oath of Extension of Enlistment or Reenlistment), 9 May 2013
- REB Addendum, 9 May 2013
- DD Forms 214 (Certificate or Release or Discharge from Active Duty) (2)
- Email
- National Guard Bureau (NGB) memorandum, subject: Recommendation for Medical Disqualification, 24 June 2013
- Orders

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 she should receive her reenlistment bonus of \$10,000. In 2013 she reenlisted in the Louisiana Army National Guard (LAARNG) as an air traffic controller while in Afghanistan. Her contract was for 6 years, and her bonus was for \$10,000. About 2 months later, she was told she could no longer be an air traffic controller due to a medication she was prescribed at the mobilization station at Fort Hood, TX. She was no longer taking the medicine and no longer had any stomach problems. She informed her leadership and was told they could not do anything to help while they were overseas. Upon her return home, she was told that nothing could be done. She had to serve her 6 years in the military, needed to get another military occupational specialty (MOS), and she could not receive her bonus. Her unit told her to get MOS 92A (Automated Logistical Specialist) because that is the MOS they had available. She was told otherwise she would be put out of the LAARNG. She has since

been informed that due to this being a command-directed decision, she should have received her bonus.

3. On 25 January 2007, the applicant enlisted in the Army National Guard of the United States for a period of 8 years with an agreement to serve in the LAARNG for 6 years. After completing initial entry training, she was awarded MOS 15Q (Air Traffic Control Operations).

4. On 9 May 2013, while serving in Afghanistan, the applicant extended her enlistment for a period of 6 years. The extension would begin the day after her current expiration of term of service (ETS) of 24 April 2014 and would change her ETS to 24 April 2020.

5. An REB Addendum completed in conjunction with her extension shows she agreed to the terms and conditions required to receive a \$10,000 bonus.

a. She certified she was reenlisting/extending duty-MOS qualified or non-duty MOS qualified (due to mobilization/deployment, unit transition (reorganization, inactivation, transformation or relocation) only) as the primary position holder. The bonus was to be processed effective the day after her current ETS as a lump-sum payment.

b. She indicated she understood she would not receive payment if she did not meet all eligibility requirements on her contract start date (day after current ETS).

6. On 24 June 2013, the Chief, Aviation and Safety Branch, NGB, issued a memorandum to the applicant advising her that a recommendation for medical disqualification had been approved and would remain in effect until terminated by this office.

7. On 9 April 2014, the Office of the Adjutant General, Joint Force Headquarters-Louisiana, issued Orders 099-053 which awarded the applicant primary MOS 09U (Unqualified in Authorized Army MOS) and withdrew primary MOS 15Q. The orders do not show if the change in MOS was voluntary or involuntary.

8. A DA Form 1059 (Service School Academic Evaluation Report) shows the applicant attended and successfully completed the course for MOS 92A during the period 19 October 2015 through 4 November 2015.

9. On 16 December 2015, the Office of the Adjutant General, Joint Force Headquarters-Louisiana, issued Orders 350-044 which awarded the applicant primary MOS 92A and withdrew primary MOS 09U.

10. Review of the applicant's service record shows she continues to serve in the LAARNG in MOS 92A and she has completed 18 years of service qualifying for non-regular retired pay.

11. The applicant provides email in which she described the circumstances that led to her becoming ineligible for an REB based on extension of her enlistment in 2013.

12. On 13 January 2025 during the processing of this case, the Chief, Special Actions Branch, NGB, provided an advisory opinion recommending disapproval of the applicant's request.

a. The advisory official found that, after reviewing the applicant's records and coordination with the LAARNG, it was determined the applicant's REB was terminated effective 2 April 2014 before the start of the [extension] contract. The applicant had a voluntary MO change to 09U, a non-critical skill. In accordance with her bonus addendum, Section III, paragraph 3, she is not eligible to receive any portion of the REB as she did not meet eligibility on the start date of her enlistment extension.

b. The LAARNG concurred with the advisory opinion.

13. The applicant was provided a copy of the advisory opinion for her review and comment. She had not responded as of this writing.

#### BOARD DISCUSSION:

1. After reviewing the application, all supporting documents, and the evidence found within the military record, the Board found relief was not warranted.

2. The Board carefully considered the applicant's contentions, her military record, her reenlistment agreement, her medical disqualification from the reenlistment MOS (15Q), and orders reflecting a change to her MOS (09U). The Board considered the review and conclusions of the NGB advising official. The Board found that the applicant did not meet eligibility for the bonus MOS at her reenlistment date, she voluntarily changed her MOS prior to the date of her reenlistment, and she was not paid the lump sum bonus. She subsequently completed training and was awarded a new MOS (92A) that she is serving in today. Based on a preponderance of evidence, the Board determined that the non-payment of the applicant's REB was not in error or unjust.

BOARD VOTE:

Mbr 1      Mbr 2      Mbr 3

|   |   |   |                      |
|---|---|---|----------------------|
| : | : | : | GRANT FULL RELIEF    |
| : | : | : | GRANT PARTIAL RELIEF |
| : | : | : | GRANT FORMAL HEARING |
| ■ | ■ | ■ | 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, 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. The ARNG Selected Reserve Incentive Programs (SRIP) Policy for Fiscal Year 2013 provided that to be eligible for an REB the Soldier must reenlist/extend duty MOS qualified for a Modification Table of Organization and Equipment or Medical Table of

Authorizations unit only, unless he or she is non-duty MOS qualified due to unit transition (deployment, reorganization, inactivation, or transition).

3. Department of Defense Instruction 1205.21 (Reserve Component Incentive Programs Procedures), currently in effect, 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.

//NOTHING FOLLOWS//