

**DEPARTMENT OF HOMELAND SECURITY
BOARD FOR CORRECTION OF MILITARY RECORDS**

Application for the Correction of
the Coast Guard Record of:

**FINAL DECISION
BCMR Docket No. 2010-246**

**XXXXXXXXXXXXXX
XXXXXXXXXXXXXX**

SUMMARY OF THE RECORD

The applicant asked the Board to correct his record to reverse a recoupment of \$1,629.63 from an \$8,000 enlistment bonus he received. The applicant enlisted in the Coast Guard for 6 years on October 4, 2005, through October 3, 2011, and was promised an \$8,000 enlistment bonus for agreeing to serve as an electronics technician (ET). Annex C to his reenlistment contract contains the bonus agreement, and line #9 states the following: "Should I be discharged prior to the completion of my six year active duty commitment as a result of my own fault, I will be required to repay the portion of my bonus for the time I did not serve on active duty." The applicant completed ET "A" School and received the bonus, but he voluntarily separated from the Coast Guard on July 13, 2010, more than 1 year before completing his initial 6 years of active duty. Because he did not complete 6 years of active service, the Coast Guard withheld \$1,629.63 from his final pay check, which is the unearned portion of his \$8,000 bonus. The applicant stated that he should not be required to repay the \$1,629.63 in unearned bonus money because his separation from the Coast Guard was through no fault of his own. He alleged that that his recruiter told him that he would have to complete only 3 years of service after completion of "A" School to receive the entire bonus. The applicant stated that he asked to be discharged early because his request to change rates had been denied; his request to become an officer had been denied; and because he feared the Coast Guard would discharge him against his will as a result of downsizing. He enlisted in the Reserve on July 14, 2010.

The Judge Advocate General of the Coast Guard recommended denying relief because the applicant did not complete the 6 years of active duty required to receive the entire \$8,000 bonus.

FINDINGS AND CONCLUSIONS

The applicant enlisted in the Coast Guard for 6 years on October 4, 2005, and signed Annex C to his contract, acknowledging that he would receive an \$8,000 enlistment bonus for completing ET "A" School and for completing 6 years of active duty. Annex C clearly states that if he is discharged prior to completing his 6-year commitment due to his own fault, he will be required to repay the unearned portion of the bonus. The 3-year requirement to which the applicant referred was the obligated service requirement for attending ET "A" School, not for receiving the bonus. The applicant chose to voluntarily separate from the Coast Guard on July 13, 2010, more than a year before completing 6 years of active duty, apparently because he was not allowed to change rates and was not allowed to become an officer. The Board notes in this regard that the \$8,000 bonus to join the ET rating was only authorized because of the Service's critical need for ETs. The Board finds that the Coast Guard committed no error when it deducted \$1,629.63 from the applicant's final paycheck. Accordingly, relief should be denied.

ORDER

The application of ET2 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, USCG, for correction of his military record is denied.

March 10, 2011
Date

