


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

Application for the Correction of
the Coast Guard Record of:

BCMR Docket No. 2016-080

 MK3

FINAL DECISION

This proceeding was conducted according to the provisions of section 1552 of title 10 and section 425 of title 14 of the United States Code. The Chair docketed the case after receiving the application on March 22, 2016, and assigned it to staff member  to prepare the decision for the Board as required by 33 C.F.R. § 52.61(c).

This final decision, dated January 27, 2017, is approved and signed by the three duly appointed members who were designated to serve as the Board in this case.

APPLICANT'S REQUEST AND ALLEGATIONS

The applicant, a Machinery Technician, Third Class (MK3) currently on active duty, asked the Board to correct his record to show that he signed a six-year reenlistment contract on September 22, 2015, to receive a \$36,000 Selective Reenlistment Bonus (SRB).¹ He stated that he signed a Page 7² documenting that he would receive an SRB if he canceled his extension contract and signed a six-year reenlistment contract, but months after signing the reenlistment contract was told that the Coast Guard Personnel and Pay Center (PPC) had voided the reenlistment contract and that he would not receive the SRB that he had been promised. The applicant argued that he should have been allowed to cancel his extension contract and reenlist for the SRB because ALCOAST 346/15 waives the requirement in the Military Bonus Programs Manual that members can reenlist or extend their enlistments no more than three months early.

¹ The Selective Reenlistment Bonus (SRB) Program allows the Commandant to offer a reenlistment incentive to members who possess highly desired skills or are in eligible ratings, at certain specific points during their career. For the purpose of defining eligibility periods within the first 14 years of active service, three zones of consideration are established. Zone A is defined as the period from 17 months through 6 years of active service. Article 1.B.1. of COMDTINST M7220.2, the Military Bonus Programs manual.

² A Page 7 (CG-3307, or Administrative Remarks) entry documents any counseling that is provided to a service member as well as any other noteworthy events that occur during that member's military career.

SUMMARY OF THE RECORD

The applicant entered active duty on June 4, 2012, by signing a four-year enlistment contract, through June 3, 2016. On June 26, 2014, he obligated sufficient service to attend training by signing a seven-month extension contract, with an effective date of June 4, 2016. This extension made the applicant's end of enlistment (EOE) date January 3, 2017.

On September 9, 2015, the applicant was counseled on a Page 7 that he was eligible to reenlist for a maximum of six years and that if he reenlisted for six years then he would receive a \$36,000 SRB in accordance with ALCOAST 346/15. He was told that his bonus would be calculated with 72 months of newly obligated service. On September 22, 2015, he signed a six-year reenlistment contract, through September 21, 2021, and the contract states that he was eligible to receive a Zone A SRB in accordance with ALCOAST 346/15.

At some point after signing the September 22, 2015, reenlistment contract, the applicant's Servicing Personnel Office (SPO) cancelled his reenlistment contract after being told by PPC that the applicant did not meet the eligibility requirements for the SRB. His June 26, 2014, seven-month extension contract was reinstated and his EOE was returned to January 3, 2017.

On January 12, 2017, a staff member from the BCMR contacted the applicant and asked him if he had signed a reenlistment contract to receive an SRB prior to his January 3, 2017, EOE date. He responded that he had recently signed a three-month extension contract, bringing his EOE date to April 3, 2017.

APPLICABLE REGULATIONS

Article 1.B.6.b.(1)(e) of the Coast Guard Enlisted Accessions, Evaluations, and Advancements manual states that an extension may be cancelled on the effective extension date when the member concerned has reenlisted or extended on that date for any authorized enlistment term longer than the original extension agreement.

Article 1.B.5.e. of the Coast Guard Military Bonus Programs manual states that under no circumstances will an individual be permitted to extend or re-extend their enlistment or reenlist more than 3 months early for SRB purposes alone. However, a member who must obligate service for some other reason (i.e., transfer, training, advancement, tuition assistance, or other obligations as required) may extend, re-extend, or reenlist for a period greater than the minimum required for the purpose of gaining entitlement to an SRB.

Article 1.B.5.f. of the Bonus Programs manual states that extensions previously executed by members may be canceled prior to their operative date for the purpose of executing a longer extension or reenlistment in accordance with Article 1.B.4.b. of the Enlisted Accessions, Evaluations, and Advancements manual. Members should be informed that their SRB entitlement will be based only on newly acquired obligated service. For example, if a member cancels a 3-year extension to reenlist for 6 years, the member will only be paid SRB entitlement for the additional 3 years of service. An exception to this rule is made for extensions of 2 years or less, or multiple extensions (each of which is 2 years or less in length), required of a member for

transfer, training, advancement, or other obligations as required. These extensions may be canceled prior to their operation date for the purpose of immediate reenlistment or longer extension without any loss of SRB entitlement.

ALCOAST 346/15 was issued on May 6, 2015, and authorized a \$36,000 Zone A SRB for members in the MK rate who terminated their current enlistment contracts and reenlisted for an additional six years. The ALCOAST states that eligibility for the bonus requires that the member have an end of enlistment (EOE) date prior to October 1, 2016.

VIEWS OF THE COAST GUARD

On August 3, 2016, the Judge Advocate General (JAG) of the Coast Guard submitted an advisory opinion recommending that the Board deny relief.

Citing PPC's input to the JAG on the matter, the JAG stated that the applicant was erroneously counseled that he was eligible to receive an SRB for signing a six-year reenlistment contract on September 22, 2015. The JAG argued that he was not eligible for the bonus because ALCOAST 346/15 specifically states that the member's EOE date cannot be beyond October 1, 2016, and the applicant's EOE at the time he signed the six-year reenlistment contract was January 3, 2017. The JAG argued, however, that although the applicant was erroneously counseled about his eligibility for an SRB, his reenlistment contract was cancelled as soon as it became known that he was not eligible for the SRB. Thus, the JAG argued, no injustice occurred because the applicant remains in the same position he would have been prior to signing the September 22, 2015, reenlistment contract. Moreover, the JAG noted, the applicant will be eligible to reenlist for an SRB between October 4, 2016, and January 3, 2017, because his EOE date is January 3, 2017.

APPLICANT'S RESPONSE TO THE VIEWS OF THE COAST GUARD

On August 10, 2016, the Chair sent the applicant a copy of the Coast Guard's views and invited him to respond within 30 days. The Chair did not receive a response.

FINDINGS AND CONCLUSIONS

The Board makes the following findings and conclusions on the basis of the applicant's military record and submissions, the Coast Guard's submission and applicable law:

1. The Board has jurisdiction concerning this matter pursuant to 10 U.S.C. § 1552. The application was timely.
2. The applicant stated that he was promised a \$36,000 Zone A SRB for signing a six-year reenlistment contract on September 22, 2015, but that the contract was cancelled by the Coast Guard and he never received the bonus. When considering allegations of error and injustice, the Board begins its analysis by presuming that the disputed information in the applicant's military record is correct as it appears in his record, and the applicant bears the burden of proving

by a preponderance of the evidence that the disputed information is erroneous or unjust.³ Absent evidence to the contrary, the Board presumes that Coast Guard officials and other Government employees have carried out their duties “correctly, lawfully, and in good faith.”⁴

3. The record shows that the applicant signed a six-year reenlistment contract on September 22, 2015, and was counseled on a Page 7 that he was eligible to receive a \$36,000 SRB. The Board finds that this counseling was erroneous because his EOE date made him ineligible for the bonus. Paragraph 7.a.(1) of ALCOAST 346/15 states that to be eligible for the \$36,000 bonus the member must have an EOE date prior to October 1, 2016, but when the applicant signed the reenlistment contract his EOE date was January 3, 2017.

4. The applicant argued that if the Coast Guard had allowed him to cancel his June 26, 2014, extension contract before signing the reenlistment contract on September 22, 2015, then he would have been eligible for the SRB because his EOE date would have reverted to June 3, 2016. However, Article 1.B.6.b.(1)(e) of the Coast Guard Enlisted Accessions, Evaluations, and Advancements manual uses the past tense in stating that an extension may only be canceled on its effective date if the member “has reenlisted” (or extended) for a longer period. In addition, extensions may only be canceled if the member reenlists, and the member must be *authorized* to reenlist. Because the applicant’s EOE was more than three months away, there was no authority for him to reenlist under the regular policy manuals and so there was no authority for him to cancel the extension under the regular policy manuals. And to be authorized to reenlist under the ALCOAST, members had to have EOE’s prior to October 1, 2016. Therefore, with an EOE after October 1, 2016, and more than three months away, the applicant was not authorized to reenlist in the first place and so there was no authority for him to cancel his extension to reenlist.

5. The Board finds that the applicant was improperly counseled regarding his eligibility for an SRB and the September 22, 2015, six-year reenlistment contract was properly voided by the Coast Guard after it determined that he was not eligible for the \$36,000 SRB. His EOE date has reverted to what it was before his signed the September 22, 2015, six-year reenlistment contract and he has recently signed a three-month extension contract. Accordingly, no further relief is warranted.

(ORDER AND SIGNATURES ON NEXT PAGE)

³ 33 C.F.R. § 52.24(b).

⁴ *Arens v. United States*, 969 F.2d 1034, 1037 (Fed. Cir. 1992); *Sanders v. United States*, 594 F.2d 804, 813 (Ct. Cl. 1979).

ORDER

The application of MK3 [REDACTED], USCG, for correction of his military record is denied.

January 27, 2017

