

ARMY BOARD FOR CORRECTION OF MILITARY RECORDS

RECORD OF PROCEEDINGS

IN THE CASE OF: [REDACTED]

BOARD DATE: 16 July 2024

DOCKET NUMBER: AR20230014310

APPLICANT REQUESTS:

- cancellation, remission, or waiver of his Selected Reserve Incentive Program (SRIP) - U.S. Army Reserve (USAR) Reenlistment Bonus debt, contracted on 6 June 2014
- a personal appearance before the Board via video/telephone

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

- DD Form 149 (Application for Correction of Military Record)
- Applicant's summary of events
- Office of the Chief, Army Reserve (OCAR) Memorandum - Subject: Termination and Recoupment of Incentive Payments for Unsatisfactory Participants, 20 August 2012
- USAA Federal Savings Bank statement, 24 July 2014
- Reserve Component Manpower System screenshot, 23 September 2015
- Defense Finance and Accounting Service (DFAS) Leave and Earnings Statement (LES), 15 November 2016 and DFAS LES, 7 April 2017
- DA Form 2166-9-1 (Noncommissioned Officer (NCO) Evaluation Report (Sergeant (SGT)), 1 December 2019
- DFAS Certificate for Income Tax Adjustment, 2017-2020
- Orders Number 20-188-00034, 6 July 2020
- DFAS-Indianapolis Debt and Claims statement, 17 January 2023

FACTS:

1. The applicant states:

a. He is requesting the removal of an unjustified bonus recoupment debt collection of \$4,651.61 that was placed on his record. The bonus recoupment is an administrative error. He was notified on 1 January 2023 of a bonus recoupment debt collection of \$4,651.61 from 2017. At that time, he was already discharged from the military. He had a previous reenlistment bonus recoupment done on 7 June 2014 that was paid back in

full by the end of 2019. He never received any other bonuses. Evidence and summary of events provided in supporting documentation.

b. Notification of debt was made on 1 January 2023 after he was discharged from the service on 6 June 2020. The debt was put on a COVID hold, this is why the notification was done so late and he was unaware of the debt. The correction of records is being submitted because the unit that placed the debt on his record does not know and/or is unwilling to help him correct the situation.

c. The bonus recoupment is an administrative error. According to DFAS the debt was put on his record by the 348th Medical Company Field Hospital. The debt was for a bonus recoupment because of unsatisfactory participation in 2017. He agrees with the unsatisfactory participation since he was missing drills when he was in a transition to the Continental United States but not the debt. He had not received any additional bonuses other than his reenlistment bonus in 2014.

d. He had a \$15,000.00 bonus recoupment placed on his record on 7 June 2014 for accumulating "8 U's" or more of unsatisfactory participation in drills. The total lump sum of the bonus was paid to him on 6 June 2014. Bonus repayments were automatically deducted from his pay once the debt was put on his record. Deductions were made for every Army Reserve activity like annual training and regular drills. Through the following years of drills and extra payments he did through the portal he was able to pay the debt in full by the end of 2019. Supporting documents contain yearly payments of the debt. The DFAS Out of Service Department does not have a record of this debt since it was placed on him while he was in the Reserves and told him to contact the "In Service Debt Management Department". According to B\_, from the "In Service Debt Management Department" they do not have a record of this debt since they only keep records for Service Members for 1 year after discharge.

e. He has tried solving this at the lowest level by making a Case Management System case with the unit that put him in debt, but they do not know and are unwilling to help him address this issue. After moving to the United States, he was assigned to the 348th Medical Company and was moved to squad leader after 2 months and to platoon sergeant after one year where he performed his duties with the utmost dedication until he was discharged. Performance evals in supporting documentation.

2. A review of the applicant's official records show the following:

a. He enlisted in the USAR on 25 April 2008.

b. On 10 July 2009, Headquarters, U.S. Army Infantry Center published Orders Number 191-91, which awarded the applicant Military Occupational Specialty (MOS)

68P10 (Radiology Specialist), effective 20 July 2009 or upon completion of Phase II training.

c. On 6 June 2014, the applicant reenlisted in the USAR for 6 years. In connection with his reenlistment, he completed and signed a USAR Reenlistment Bonus Written Agreement which shows, in relevant part:

(1) He was qualified in MOS 68P, which had been approved as a bonus MOS and correlated to the unit position vacancy for which he reenlisted.

(2) He was reenlisting for 6 years with a bonus amount of \$15,000.00 in accordance with USAR SRIP list. Retaining the bonus once paid was contingent upon satisfactory participation in the Selected Reserve and subject to current recoupment policy. He selected the "Three/Six Year Lump Sum Option", and the lump sum payment amount would be received upon providing proof of contract and qualification at time of request for payment. The lump sum of the bonus would begin on the effective date of the contract.

(3) When his entitlement to the reenlistment bonus was terminated for becoming an unsatisfactory participant per Army Regulation 135-91 (Service Obligations, Methods of Fulfillment, Participation Requirements, and Enforcement Procedures), previous bonus payments may be subject to recoupment. DFAS would determine the amount of recoupment.

d. On 6 July 2020, Headquarters, 99th Readiness Division (USAR) published Orders Number 20-188-00034, which honorably discharged the applicant from the USAR, effective 6 July 2020.

3. In support of his case the applicant provides:

a. OCAR Memorandum - Subject: Termination and Recoupment of Incentive Payments for Unsatisfactory Participants, dated 20 August 2012, which states, in relevant part, Soldiers accumulating nine (9) or more unexcused absences prior to the date of the memorandum will have their SRIP payments terminated and recouped effective the date of the 9th unexcused absence.

b. USAA Federal Savings Bank statement dated 24 July 2014, showing a deposit from DFAS in the amount of \$11,648.79 was made to his account on 30 June 2014.

c. Reserve Component Manpower System screenshot dated 23 September 2015, showing his unexcused absences.

d. DFAS LES dated 15 November 2016, which shows, his pay and allowances, Reenlistment Bonus debt balance (\$13,958.33), original debt amount (\$13,958.33), and unpaid debt balance total (\$14,055.71).

e. DFAS LES dated 7 April 2017, which shows, in relevant part, his debt payment amount (\$1092.81), Reenlistment Bonus debt balance (\$12,643.13), original debt amount (\$13,958.33), and unpaid debt balance total (\$12,643.13).

f. DA Form 2166-9-1 covering the period of 2 December 2018 to 1 December 2019, which shows he was rated as a Platoon Sergeant and received favorable ratings.

g. DFAS Certificate for Income Tax Adjustment for the years of 2017 to 2020, which states, he was overpaid by the Department of Defense. The overpayment was established as a debt to the United States and was reported as taxable income in that year. The certificates show the total amount he paid to the United States toward settlement of his debt.

h. DFAS-Indianapolis Debt and Claims statement dated 17 January 2023, which shows, in relevant part, his total balance due in the amount of \$4,984.26. A part of his debt was due to recoupment of the unearned portion of his Reserve bonus. His unit reported he satisfactorily performed 5 months of his contract. He was also provided with instructions to dispute the debt amount.

4. On 28 May 2024, the Headquarters, USAR Command (USARC), Director Resource Management G-1, provided an advisory opinion for this case and recommended no relief. The advisory official stated:

a. The applicant reenlisted into the USAR on 6 June 2014 for a six-year term with a \$15,000.00 Selected Retention Bonus (SRB) in MOS 68P, Radiology Specialist. The 335th Medical Company identified the applicant as an unsatisfactory participant due to the 10 unexcused absences from 8 December 2013 to 16 November 2014. The USAR Pay Center terminated the applicant's SRB on 16 November 2014. Army policy mandates the termination and recoupment of a Soldier's incentives upon accumulating nine or more unexcused absences within a 12-month [period].

b. The 335th Medical Company has confirmed that the unexcused absences on the applicant's attendance record are valid. The applicant had an original debt of \$13,958.33 over time, and he paid a total of \$9336.72 when he separated on 6 July 2020. The applicant received a letter on 17 January 2023 from DFAS stating he had a remaining debt of \$4,984.26, which of that amount remaining SRB debt balance was \$4651.61. After looking over the documentation provided by the applicant and working with the USAR Pay team, the applicant still owes the \$4651.61 SRB debt and \$332.65 of Servicemember's Group Life Insurance, Family Servicemember's Group Life

Insurance, and three different Basic Allowance for Subsistence which collectively is \$4984.26.

c. Based on the current information provided in this case, the USARC G-1 recommends no relief.

5. On 6 June 2024, the applicant was provided a copy of the USARC advisory opinion for comments or rebuttal. He did not respond.

#### BOARD DISCUSSION:

1. The Board determined the evidence of record was sufficient to render a fair and equitable decision. As a result, a personal appearance hearing is not necessary to serve the interest of equity and justice in this case.

2. After reviewing the application, all supporting documents, and the evidence found within the military record, the Board found that relief was not warranted. The applicant's contentions, the military record, and regulatory guidance were carefully considered.

a. The evidence shows the applicant reenlisted into the USAR on 6 June 2014 for a 6-year term with a \$15,000 Selected Retention Bonus (SRB) in MOS 68P, Radiology Specialist. The 335th Medical Company identified the applicant as an unsatisfactory participant due to the 10 unexcused absences from 8 December 2013 to 16 November 2014. The USAR Pay Center terminated the applicant's SRB on 16 November 2014. Army policy mandates the termination and recoupment of a Soldier's incentives upon accumulating nine or more unexcused absences within a 12-month period.

b. The Board reviewed the advisory official's finding that the 335th Medical Company has confirmed that the unexcused absences on the applicant's attendance record are valid. The applicant had an original debt of \$13,958.33 over time, and he paid a total of \$9,336.72 when he separated on 6 July 2020. The applicant received a letter on 17 January 2023 from DFAS stating he had a remaining debt of \$4,984.26, which of that amount remaining SRB debt balance was \$4,651.61. After looking over the documentation provided by the applicant and working with the USAR Pay team, the applicant still owes the \$4,651.61 SRB debt and \$332.65 of Servicemember's Group Life Insurance, Family Servicemember's Group Life Insurance, and three different Basic Allowance for Subsistence which collectively is \$4,984.26.

c. Based on the evidence submitted by the applicant and the current information provided by the USARC G-1, the Board determined relief is not warranted. The applicant has not shown an error or an injustice.

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.

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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. Army Regulation (AR) 15-185 (ABCMR) states, the ABCMR begins its consideration of each case with the presumption of administrative regularity. It will decide cases based on the evidence of record and it is not an investigative body. The applicant has the burden of proving an error or injustice by a preponderance of the evidence. Paragraph 2-11 states that applicants do not have a right to a hearing before the ABCMR. The Director or the ABCMR may grant a formal hearing whenever justice requires.

2. AR 135-91 (Service Obligations, Methods of Fulfillment, Participation Requirements, and Enforcement Provisions) defines Army National Guard and USAR service obligations. It prescribes policies and procedures governing the various types of service obligations and participation requirements. The Regulation states that an enlisted Soldier who is obligated by statute or contract will be charged with unsatisfactory participation when, without proper authority, he or she accrues a total of 9 or more unexcused absences from scheduled drills in any 12-month period.

3. AR 601-210 (Regular Army and Reserve Components Enlistment Program) prescribes eligibility criteria governing the enlistment of persons, with or without prior service, into the Regular Army, the U.S. Army Reserve, and the Army National Guard. Chapter 10 (SRIP Enlisted and Officer Incentives), paragraph 10-8 (Termination of incentives) states, entitlement to an incentive will be terminated when a member is separated before the fulfillment of the service described in the member's written agreement. That member will not be eligible to receive any further incentive payments, except for service performed before the termination date. Once declared ineligible, termination of an incentive will not affect a Soldier's responsibility to serve their current statutory or contractual service commitment. Termination of eligibility to an incentive will occur if a Soldier becomes an unsatisfactory participant (see AR 135-91). The effective date for termination entered into the personnel data reporting systems for Soldiers declared unsatisfactory participants is the date of the first unexcused absence.

4. AR 37-104-4 (Military Pay and Allowances Policy), provides the policies and provisions for entitlements and collections of pay and allowances of military personnel. Paragraph 31-2 (Recoupment) states recoupment applies to those individuals who have signed an agreement that contains recoupment provisions. Recoupment action will be taken at transition when the personnel and finance communities identify a Soldier or cadet as being eligible for recoupment action.

5. Department of Defense Instruction (DODI) 1205.21 (Reserve Component Incentive Program Procedures) states in Paragraph 6.2, 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. Paragraph 6.8.2 states, a Soldier's incentive will be terminated with recoupment if they separate from the Reserves for any reason (including enlistment or voluntary order to active duty in the active forces).

6. AR 600-4 (Remission or Cancellation of Indebtedness) in accordance with the authority of Title 10 USC, section 7837, the Secretary of the Army may remit or cancel a Soldier's debt to the U.S. Army if such action is in the best interests of the United

States. Indebtedness to the U.S. Army that may not be canceled under Title 10 USC, section 7837 when the debt is incurred while not on active duty or in an active status.

//NOTHING FOLLOWS//