

**DEPARTMENT OF TRANSPORTATION
BOARD FOR CORRECTION OF MILITARY RECORDS**

Application for the Correction of
the Coast Guard Record of:

BCMR Docket No. 2002-062

FINAL DECISION

ANDREWS, Deputy Chair:

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 application was docketed on March 13, 2002, upon receipt of the applicant's completed application.

This final decision, dated October 10, 2002, is 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 asked the Board to void his enlistment contract in the Coast Guard or to order the Coast Guard to pay him the remainder of his enlistment bonus promptly. He alleged that when he enlisted in the Coast Guard on June 12, 2001, he was promised a bonus of \$5,000.00, with half due upon his completion of recruit training and the other half due upon his completion of "A" school. He alleged that this payment schedule was provided in Annex T of his enlistment contract, but the Coast Guard failed to pay him the second half of his bonus on time. Annex T reads as follows in pertinent part:

Prior to enlisting in the United States Coast Guard and receiving an Enlistment Bonus, I, [applicant's name], understand that:

1. I have been offered an Enlistment Bonus of \$5,000.00 to affiliate with the [telecommunications] rating. In order to affiliate with this rating, I have either been offered a Type I or Type II guaranteed school, or guaranteed enrollment to an eligible "Striker" [on-the-job training] program, or I am a prior service member who is already qualified in the skill/rating in accordance with eligibility criteria established by the Coast Guard.

2. I agree to enlist for four (4) years in the rating for which the bonus is paid. Therefore, if I am a prior service member with a qualifying skill or specialty, I will enlist in the eligible rating for at least four years or if I am a non-prior service member, I will be assigned to a Class "A" school or enrolled into a "Striker" program for the eligible rating identified above.

3. When the total Enlistment Bonus is less than \$7,000.00, then the bonus will be paid in two (2) equal installments. If I am a non-prior service member, the first installment of the bonus will be paid after successful completion of recruit training Cape May, and the second installment will be paid upon successful completion of Class "A" school or placement on the Striker advancement eligibility list for eligible rating[s] that do not have an associated "A" school. If I am a prior service member who already has the qualifying skill, the first installment will be paid upon entry into the Coast Guard and the second installment will be paid after satisfactorily serving for six months in the designated rating.

The applicant alleged that, although he had prior military service in the Navy when he enlisted in the Coast Guard, he did not have the qualifications or skills to be a telecommunications specialist. Therefore, he was sent through recruit training and "A" school like a non-prior service member, received the first installment of his bonus when he completed recruit training, and should have received the second installment of his bonus when he graduated from "A" school. He submitted a copy of Annex D to his contract, which shows that he was enlisting under the "Type I guaranteed school program" and was guaranteed an assignment to telecommunications "A" school.

VIEWS OF THE COAST GUARD

On August 5, 2002, the Chief Counsel of the Coast Guard submitted an advisory opinion in which he recommended that the Board deny the applicant's request. He stated that, since the application had been filed, the applicant had been paid the second half of his bonus. He stated that the applicant was paid the second installment upon completing six months' satisfactory service in his rating, in accordance with Annex T, and that there is no basis for voiding his enlistment contract.

APPLICANT'S RESPONSE TO THE VIEWS OF THE COAST GUARD

On August 7, 2002, the Chairman sent the applicant a copy of the views of the Coast Guard and invited him to respond within 15 days. No response was received.

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 submissions, and applicable law:

1. The Board has jurisdiction concerning this matter pursuant to 10 U.S.C. § 1552. The application was timely.

2. Because it is incorporated into the applicant's enlistment contract, Annex T controls the timing of the installment payments of his bonus. Paragraph 1 of Annex T distinguishes between two categories of recruits: (a) members enlisted under a Type I or Type II guaranteed school program or a guaranteed "Striker" program and (b) prior service members already qualified in their prospective skill or rating.

3. The applicant clearly fell into the first category (category (a) in finding 2 above) because Annex D of his contract shows that he enlisted under a Type I guaranteed school program. The definition of category (a) in paragraph 1 of Annex T does not exclude prior service members, such as the applicant. Moreover, although he had prior military service, he did not have the necessary qualifications to serve as telecommunications specialist at the time of his enlistment and therefore could not be a member of the second category (category (b) in finding 2).

4. In paying the applicant the first installment of his bonus when he completed recruit training, instead of when he entered the Coast Guard, the Coast Guard apparently treated the applicant as a member of category (a). However, in delaying payment of the second installment until he had completed six months of service in his rating, the Coast Guard inconsistently and erroneously treated him as if he were a member of category (b).

5. The Board finds that the Coast Guard owed the applicant the second installment of his enlistment bonus when he completed "A" school. However, while his application was pending before the Board, he completed six months of service in his rating and was paid the second installment. Therefore, and because this Board has no authority to award interest on delayed payments, the applicant is not entitled to any monetary relief.

6. Although the Coast Guard erroneously delayed payment of the second installment of the applicant's bonus, the Board finds no reason to void his enlistment contract. He did not allege or prove that he would not have enlisted if he had been told he would not receive the second installment of his bonus until he had completed six months of service in his rating.

7. Accordingly, the applicant's request should be denied.

[ORDER AND SIGNATURES ON FOLLOWING PAGE]

ORDER

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

Laura A. Aguilar

Stephen H. Barber

Angel Collaku