

**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. 2003-086**

XXXXXX, XXXXXX X.
xxx xx xxxx, XXX

SUMMARY OF THE RECORD

The applicant asked the Board to correct his record so that he would be eligible to receive a Zone B selective reenlistment bonus (SRB) that he was promised. He alleged that when he reenlisted on August 30, 2002, he was improperly counseled that he would receive an SRB if he reenlisted for six years. While the applicant's reenlistment contract contains a promise of a Zone B SRB with a multiple of XX pursuant to ALCOAST 329/02, he never received the bonus because he had previously received one. He asserted that had he been properly counseled, he would have never signed a 6-year reenlistment for an SRB for which he was ineligible.

On August 22, 2003, the Chief Counsel of the Coast Guard recommended that the Board deny the applicant's request. He recommended that in the interest of justice, the applicant's August 30, 2002 reenlistment contract be voided because it was based on the promise of an SRB that he was not eligible to receive. This correction would reinstate the applicant's prior expiration of enlistment date of September 7, 2002.

FINDINGS AND CONCLUSIONS

Under COMDTINST 7220.33, the applicant was entitled to proper counseling concerning his eligibility for an SRB. The Board finds, and the Chief Counsel admits, that the Coast Guard committed an error by improperly counseling the applicant to reenlist for a Zone B SRB, when he had previously received one. No one may receive more than one SRB per Zone. See COMDTINST 7220.33, Article 3.b.(6). The Board further finds that had the applicant been properly counseled, in August 2002 he would have been allowed to reenlist for 3, 4, 5, or 6 years, or be discharged expeditiously.

ORDER

The military record of XXX XXXXXX X. XXXXXX, xxx xx xxxx, USCG, shall be corrected to show that on September 7, 2002, the date of his prior expiration of enlistment, he reenlisted for 3, 4, 5, or 6 years, at his discretion. In the alternative, if the applicant chooses not to reenlist, he shall be expeditiously discharged and an extension contract shall be created to cover his service from September 8, 2002 until the date of his discharge. The applicant's 6-year reenlistment contract signed on August 30, 2002 shall be null and void.

January 16, 2004

Date

Julia Andrews

Felisa C. Garmon

Dorothy J. Ulmer

