

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

Application for the Correction of
the Coast Guard Record of:

BCMR Docket No. 2005-040

XXXXXXXXXXXXXXXXXXXXXXXXXXXX.
Xxx xxxxxxxx, PS3

FINAL DECISION

Author: Hale, D.

This is a proceeding under the provisions of section 1552 of title 10 and section 425 of title 14 of the United States Code. The Chair docketed it on December 23, 2004, upon the BCMR's receipt of the applicant's completed application.

This final decision, dated September 22, 2005, 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, a port security specialist, third class (PS3), asked the Board to correct his record to show that he is entitled to a selective reserve (SELRES) bonus of \$4,000 for signing a six-year enlistment contract on February 3, 2004. The applicant alleged that the Coast Guard recruiter told him that he would receive half of the bonus upon completing "A" School and half upon completing one year of service.

SUMMARY OF THE RECORD

On January 28, 2004, the applicant signed a CG-3307 (Page 7)¹ acknowledging that he would receive a \$4000 SELRES bonus for enlisting in the Coast Guard Reserve. The Page 7 states the following:

¹ An Administrative Remarks, or Page 7, 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.

I have been advised that I am eligible for a 4000 dollar SELRES affiliation bonus. Receipt of this bonus commits me to SELRES participation through 2/3/10. I hereby acknowledge that I have read and fully understand the contents of COMDTINST 7220.1 (series) and ALCOAST 192/03.

On February 3, 2004, the applicant enlisted in the Coast Guard Reserve for a term of six years and was guaranteed assignment to the port security specialist "A" school convening on April 19, 2004. The applicant began "A" school on that date and he successfully completed his training on June 4, 2004. The applicant's record contains a copy of his Leave and Earnings Statement (LES) for the period of February 1, 2005, through February 28, 2005, indicating that he received payment of his \$4000 bonus in February 2005.

VIEWS OF THE COAST GUARD

On April 19, 2005, the Judge Advocate General (JAG) of the Coast Guard recommended that the Board deny the applicant's request. The JAG stated that the applicant has received the bonus that he was promised at the time of his enlistment and that he has not offered any "evidence that the Coast Guard committed any error or caused any injustice."

APPLICANT'S RESPONSE TO THE VIEWS OF THE COAST GUARD

On June 3, 2005, the Chair sent a copy of the JAG's advisory opinion to the applicant and invited him to respond. No response was received.

APPLICABLE LAW

Article 3.A.1. of the Coast Guard Personnel Manual states that the enlistment bonus program is an incentive to attract qualified personnel to critical skills or ratings to help meet the Coast Guard's recruiting goals. This program applies to new enlistments.

Enclosure 2 to COMDTINST 7220.1A states that a member who enlists for six years in a Level I rating, billet, or unit, may receive a total bonus payment not to exceed \$5,000. Initial payment will be up to one half of the total bonus authorized, paid upon completion of Initial Active Duty Training (IADT), with a single subsequent payment of the remaining amount one year from the completion of IADT.

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. The Coast Guard stated that the applicant received the \$4000 SELRES bonus he was promised when he enlisted in the Reserves. The record contains an LES for the applicant that indicates that he was paid the \$4000 SELRES bonus in February 2005. Accordingly, the Board finds that the applicant has already received the entire bonus he was promised on the Page 7 prior to his enlistment.

3. The applicant alleged that the recruiter told him that he would receive half of his bonus after completing "A" School and the other half after completing one year of service. In fact, the applicant received the entire bonus in February 2005, after completing one year of service. While the failure of the Coast Guard to pay the applicant half of the bonus upon his completion of "A" School was error, no relief can be ordered with respect to any interest because interest is not recoverable in a suit against the government absent a showing of the right to collect interest under statute or contract. *First Nat'l Bank v. United States*, 548 F.2d 928, 937 (Ct. Cl. 1977)(citing 28 U.S.C. § 2516).

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

[ORDER AND SIGNATURES APPEAR ON NEXT PAGE]

ORDER

The application of PS3 XXXXXXXXXXXX xxxxxx, xxxxxxxxxxxx, USCGR, for correction of his military record is denied.

Frank H. Esposito

Randall J. Kaplan

Dorothy J. Ulmer