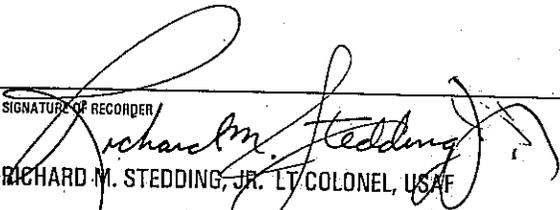
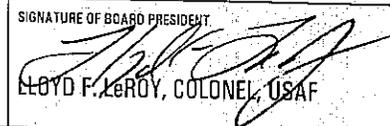


MEMBERS SITTING		VOTE OF THE BOARD				
		HON	GEN	UOHC	OTHER	DENY
COL LLOYD F. LeROY						X
COL HENRY F. DAVIS						X
COL JAMES W. SHUMARD III						X
LT COL RICHARD M. STEDDING, JR.						X
MAJ KATHRYN C. WALLACE						X
ISSUES A94.55	INDEX NUMBER A47.00	EXHIBITS SUBMITTED TO THE BOARD				
		1	ORDER APPOINTING THE BOARD			
		2	APPLICATION FOR REVIEW OF DISCHARGE			
		3	LETTER OF NOTIFICATION			
		4	BRIEF OF PERSONNEL FILE			
			COUNSEL'S RELEASE TO THE BOARD			
			ADDITIONAL EXHIBITS SUBMITTED AT TIME OF PERSONAL APPEARANCE			
			TAPE RECORDING OF PERSONAL APPEARANCE HEARING			
HEARING DATE 980813	CASE NUMBER FD98-00176	APPLICANT'S ISSUE AND THE BOARD'S DECISIONAL RATIONALE ARE DISCUSSED ON THE ATTACHED AFHQ FORM 0-454.				
REMARKS						
Case heard at Washington, D.C.						
Advise applicant of the decision of the Board, and the right to submit an application to the AFBCMR.						
SIGNATURE OF RECORDER  RICHARD M. STEDDING, JR. LT COLONEL, USAF			SIGNATURE OF BOARD PRESIDENT  LLOYD F. LeROY, COLONEL, USAF			
INDORSEMENT						DATE 98/08/17
TO: SAF/MIBR 550 C Street West, Suite 40 RANDOLPH AFB, TX 78160-4742			FROM: SECRETARY OF THE AIR FORCE PERSONNEL COUNCIL AIR FORCE DISCHARGE REVIEW BOARD 1535 COMMAND DR, EE WING 3rd Floor ANDREWS AFB MD 20331-7002			
ADVISE THE APPLICANT, NEXT OF KIN, LEGAL GUARDIAN OR OTHER OF THE BOARD'S DECISION. SEE REMARKS SECTION FOR ADDITIONAL INSTRUCTIONS.						

GENERAL: The applicant appeals for upgrade of discharge to Honorable.

The applicant was offered a personal appearance before the Discharge Review Board (DRB) but declined to exercise this right.

The attached brief contains the available pertinent data on the applicant and the factors leading to the discharge.

FINDINGS: Upgrade of discharge is denied.

The board finds that neither evidence of record nor that provided by the applicant substantiates an inequity or impropriety, which would justify a change of discharge.

The applicant's issues are listed in the attached brief.

Issues 1 & 2 will be addressed jointly. Applicant contends that his discharge was inequitable because it was based on an incident that occurred while on terminal leave and that he could have had an honorable discharge six months prior. The Board reviewed the record and concluded that the applicant knowingly committed the offense while on active duty and therefore both issues are without merit.

Issue 3: The applicant states that his discharge was inequitable because he did not lose any rank. The applicant chose discharge in lieu of court martial which renders this issue without merit.

CONCLUSIONS: The Discharge Review Board concludes that the discharge was consistent with the procedural and substantive requirements of the discharge regulation and was within the discretion of the discharge authority and that the applicant was provided full administrative due process.

In view of the foregoing findings the board further concludes that there exists no legal or equitable basis for upgrade of discharge, thus the applicant's discharge should not be changed.

Attachment:
Examiner's Brief

DEPARTMENT OF THE AIR FORCE
AIR FORCE DISCHARGE REVIEW BOARD
ANDREWS AFB, MD

(Former SRA)

1. MATTER UNDER REVIEW: Appl rec'd a UOTH Disch fr USAF 91/08/02 UP AFR 39-10, Chapter 4 (Discharge in Lieu of Trial by Courts Martial). Appeals for Honorable Disch.

2. BACKGROUND:

a. DOB: 64/11/29. Enlmt Age: 20 8/12. Disch Age: 26 8/12. Educ: HS DIPL. AFQT: N/A M-78, A-85, G-92, E-91. PAFSC: 90550 - Pharmacy Specialist. DAS: 86/02/16.

b. Prior Sv: none.

3. SERVICE UNDER REVIEW:

a. Enld as: AB 85/08/26 for (4) Yrs. Svd: 5 Yrs 11 Mo 8 Das, all AMS.

b. Grade Status: SrA - 88/08/01

c. Time Lost: 89/08/91/06/18.

d. Art 15's: none.

e. CM: none.

f. Record of SV: 85/08/26 86/08/25 Myrtle Beach AFB 8 (Annual)
87/08/26 88/08/25 Myrtle Beach AFB 7 (Annual)
88/08/26 89/05/26 Myrtle Beach AFB 8 (CRO)
(Discharged from Wright Patterson AFB)

g. Awards & Decs: AFLSAR, AFTR.

h. Stmt of Sv: TMS: (5) Yrs (11) Mos (8) Das
TAMS: (5) Yrs (11) Mos (8) Das

4. BASIS ADVANCED FOR REVIEW: Appln (DD Fm 293) dtd 98/03/20.
(Change Discharge to Honorable)

Issue 1: My undesirable discharge was inequitable because it was based on an incident that happened while I was on terminal leave with approximately 2 weeks remaining, and my discharge status was "Honorable".

Issue 2: My undesirable discharge was inequitable because I could have gotten out 6 months earlier under the early out program with an Honorable Discharge, but I stay on because the Air Force asked me to because the

department was under staffed.

Issue 3: My undesirable discharge was inequitable because I did not lose any rank with the type of discharge I was given.

~~ATCHS~~

1. Chapter 4 Request.
2. Request for Master Personnel Record Data.

98/05/18/ia

CHARGE SHEET

I. PERSONAL DATA

1. NAME OF ACCUSED (Last, First, MI) [REDACTED]		2. SSN [REDACTED]	3. GRADE OR RANK SRA	4. PAY GRADE E-4
6. UNIT OR ORGANIZATION 354th Medical Group Myrtle Beach AFB SC 29579-5000			6. CURRENT SERVICE	
7. PAY PER MONTH			a. INITIAL DATE	b. TERM
a. BASIC	b. SEA/FOREIGN DUTY	c. TOTAL	26 Aug 85	4 years
\$966.30	None	\$966.30	9. DATE(S) IMPOSED N/A	
8. NATURE OF RESTRAINT OF ACCUSED None				

II. CHARGES AND SPECIFICATIONS

10. CHARGE: I VIOLATION OF THE UCMJ, ARTICLE 86

SPECIFICATION: In that [REDACTED] United States Air Force, 354th Medical Group, did, on or about 15 August 1989, without authority, absent himself from his unit, to wit: 354th Medical Group, located at [REDACTED] and remains absent.

CHARGE: II VIOLATION OF THE UCMJ, ARTICLE 134

SPECIFICATION 1: In that SENIOR AIRMAN [REDACTED] United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 15 July 1989, make and utter to the Base Exchange a certain check in the amount of [REDACTED] dated 15 July 1989, drawn upon the [REDACTED] Bank, made payable to the order of Myrtle Beach Air Force Base Exchange, and signed [REDACTED] for the purchase of merchandise, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 2: In that SENIOR [REDACTED] United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 15 July 1989, make and utter to the [REDACTED] a certain check in the amount of [REDACTED] dated 15 July 1989, drawn upon the [REDACTED] Bank, made payable to the order of Myrtle Beach Air Force [REDACTED] and signed [REDACTED] for the purchase of merchandise, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

(continued at Atch 1)

III. PREFERRAL

11a. NAME OF ACCUSER (Last, First, MI) [REDACTED]	b. GRADE 1st Lt	c. ORGANIZATION OF ACCUSER 354th Medical Group
d. SIGNATURE OF ACCUSER [REDACTED]		e. DATE 25 August 1989

AFFIDAVIT: Before me, the undersigned, authorized by law to administer oaths in cases of this character, personally appeared the above named accuser this 25th day of August, 19 89, and signed the foregoing charges and specifications under oath that he/she is a person subject to the Uniform Code of Military Justice and that he/she either has personal knowledge of or has investigated the matters set forth therein and that the same are true to the best of his/her knowledge and belief.

[REDACTED]

Typed Name of Officer

Captain

Grade

[REDACTED]

Signature

354th Tactical Fighter Wing

Organization of Officer

Assistant Staff Judge Advocate

Official Capacity to Administer Oath
(See R.C.M. 307(b)—must be commissioned officer)

SPECIFICATION 3: In that [redacted] United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 19 July 1989, make and utter to the [redacted] a certain check in the amount of [redacted] dated 19 July 1989, drawn upon the [redacted] and [redacted] made payable to the order of Myrtle Beach Air Force [redacted] and signed [redacted] for the purchase of merchandise, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 4: In that [redacted] United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 19 July 1989, make and utter to the [redacted] a certain check in the amount of [redacted] dated 19 July 1989, drawn upon the [redacted] and [redacted] made payable to the order of Myrtle Beach Air Force [redacted] and signed [redacted] for the purpose of obtaining currency, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 5: In that SENIOR [redacted] United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 19 July 1989, make and utter to the [redacted] a certain check in the amount of \$150.00, dated 19 July 1989, drawn upon the [redacted] and [redacted] made payable to the order of Myrtle Beach Air Force [redacted] and signed [redacted] for the purpose of obtaining currency, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 6: In that [redacted] United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 20 July 1989, make and utter to the [redacted] a certain check in the amount of \$27.44, dated 20 July 1989, drawn upon the [redacted] and [redacted] made payable to the order of Myrtle Beach Air Force [redacted] and signed [redacted] for the purchase of merchandise, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 7: In that [redacted] United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 21 July 1989, make and utter to the [redacted] a certain check in the amount of \$22.05, dated 21 July 1989, drawn upon the [redacted] and [redacted] made payable to the order of Myrtle Beach Air Force [redacted] and signed [redacted] for the purchase of merchandise, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 8: In that SE [redacted] United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 22 July 1989, make and utter to the [redacted] a certain check in the amount of \$22.55, dated 22 July 1989, drawn upon the [redacted] and [redacted] made payable to the order of Myrtle Beach Air Force [redacted] and signed [redacted] for the purchase of merchandise, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 9: In that [REDACTED], United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 25 July 1989, make and utter to the [REDACTED] a certain check in the amount of \$150.00, dated 25 July 1989, drawn upon the [REDACTED] and [REDACTED] made payable to the order of Myrtle Beach Air Force [REDACTED], and signed [REDACTED], for the purpose of obtaining currency, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 10: In that [REDACTED], United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 26 July 1989, make and utter to the [REDACTED] a certain check in the amount of \$25.75, dated 26 July 1989, drawn upon the [REDACTED] made payable to the order of Myrtle Beach Air Force [REDACTED], and signed [REDACTED] for the purchase of merchandise, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 11: In that [REDACTED], United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 26 July 1989, make and utter to the [REDACTED] a certain check in the amount of \$150.00, dated 26 July 1989, drawn upon the [REDACTED] and [REDACTED] made payable to the order of Myrtle Beach Air Force [REDACTED] and signed [REDACTED] for the purpose of obtaining currency, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 12: In that [REDACTED], United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 26 July 1989, make and utter to the [REDACTED] a certain check in the amount of \$51.89, dated 26 July 1989, drawn upon the [REDACTED] made payable to the order of Myrtle Beach Air Force [REDACTED] and signed [REDACTED] for the purchase of merchandise, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 13: In that [REDACTED], United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 27 July 1989, make and utter to the [REDACTED] a certain check in the amount of \$150.00, dated 27 July 1989, drawn upon the [REDACTED] made payable to the order of Myrtle Beach Air Force [REDACTED], and signed [REDACTED] for the purpose of obtaining currency, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.

SPECIFICATION 14: In that [REDACTED], United States Air Force, 354th Medical Group, did, at Myrtle Beach Air Force Base, on or about 31 July 1989, make and utter to the [REDACTED] a certain check in the amount of \$150.00, dated 31 July 1989, drawn upon the [REDACTED] made payable to the order of Myrtle Beach Air Force [REDACTED] and signed [REDACTED] for the purpose of obtaining currency, and did thereafter dishonorably fail to maintain sufficient funds in said bank for payment of said check in full upon its presentment for payment.