November 2017

MIDLANT Legal Compass

Guiding Warfighters through Legal and Ethical Waters

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The primary mission of Region Legal Service Office Mid-Atlantic (RLSO MIDLANT) is to provide prosecution, command services, and legal assistance support to eligible commands and persons in support of Fleet operational readiness.

The *MIDLANT Legal Compass* is a periodic newsletter published by the RLSO MIDLANT Command Services Department.

Basic Legal Information for Command TRIADs and Individual Sailors.

This edition of the Legal Compass discusses CNO's new notification requirement for administrative separations and boards of inquiry, the designation of unexcused confinement in civilian jail as being UA, attendance at conferences hosted by non-Federal entities, retirement eligibility determinations for administrative separations, legal and public affairs issues surrounding appearances on web media, and recent changes made to incentivize the PRT. For the most up-to-date guidance and advice, contact your local RLSO MIDLANT Command Services Office.

As always, we end with a brief discussion of the courts-martial and boards of inquiry completed this quarter. For questions about these cases, please contact either the RLSO MIDLANT Trial Department or the Staff Judge Advocate to Commander, Navy Region Mid-Atlantic (CNRMA).

If you seek additional information or have a topic suggestion, please contact our Legal Compass Editor, the Command Services Department Head, LCDR Erik Carlson.

Very Respectfully,
/S/
Peter R. Koebler
CAPT, JAGC, USN
Commanding Officer, RLSO MIDLANT

New Notification Requirement for Administrative Separation Boards and Boards of Inquiry

By LTJG Aiden Stark, JAGC, USN

Chief of Naval Operations has issued two separate P4s providing guidance to board members, one regarding boards of inquiry and the other regarding enlisted administrative separations. The Show Cause Authority is now responsible for ensuring that board members receive a copy of the CNO's guidance before a board is convened. Thus, commands convening administrative separation boards or boards of inquiry must ensure that the corresponding P4 is disseminated to members prior to convening the board.

Recorders of boards of inquiry and administrative separations should bring a copy of the P4 with them to the board and, prior to beginning the board, ensure that the members have reviewed the P4. However, the P4 is not to be provided or reviewed as evidence during the board because members must ensure that the outcome of their board is exclusively based upon neutral consideration of the facts of the case. By asking members if they reviewed the P4 prior to convening the board, rather than during the board itself, the P4 will not be regarded as evidence.

The purpose of the CNO's messages is to provide guidance to board members as to their responsibilities and considerations, as well as to highlight to members the importance of their role and the process that they are in.

Jail Time is Lost Time

By LT Christian Colburn, JAGC, USN

From time to time, commands will encounter a situation where a Service Member is absent from work because they are detained in civilian jail. Unexcused confinement in the hands of civilian authorities for more than 24 hours is considered "lost time" and governed by MILPERSMAN 1600-100. By definition, a Sailor is not allowed to be in civilian confinement and, therefore, confined Sailors are UA until they are released and report again for duty. Once civilian charges are resolved, the commanding officer (CO) can designate the lost time as "excused" or "not excused." COs typically make this determination based on the outcome of the civilian case--lost time is excused if the sailor is ultimately not convicted, but is not excused if the sailors is found guilty.

"[A] Sailor is not allowed to be in civilian confinement and, therefore, confined Sailors are UA until they are released and report again for duty."

Lost time has several important ramifications. First, lost time stops a Sailor's pay. Second, lost time stops the running of the Sailor's active duty service. This extends the Sailor's EAOS. Essentially, lost time allows the Navy to administratively track the fact that a Sailor in civilian confinement is not capable of fulfilling their duty under their enlistment contract with the Navy. If a CO subsequently declares the lost time to be excused, the Sailor receives back pay and their EAOS is adjusted to the original date.

Commands may be tempted to consider placing a sailor on leave instead of counting lost time for civilian confinement. RLSO recommends against this course of action for two reasons. First, it is contrary to clear Navy policy in MILPERSMAN 1600-100 that time in civilian confinement is lost time. Placing a Sailor on leave masks the fact that they are in fact UA and are not capable of fulfilling their service obligations. Second, it places the Sailor at a disadvantage if they eventually reach a judicial result of a non-conviction. While a commanding officer may excuse the lost time for a non-conviction, resulting in back pay, the Sailor can never get back the leave they might be allowed to burn in jail. Commands are often rightly concerned about the negative effects of stopping a Sailor's pay on family and dependents. However, there are resources such as the Navy and Marine Corps Relief Society which can ease the transition from income to no income. Placing a Sailor in long-term civilian confinement on leave would simply delay, not solve, the impending income shortage.

As always, a command should have a robust program to maintain contact with Sailors in civilian confinement, including visits to the Sailor and ensuring their basic needs are being met.

Attendance at Conferences Hosted by Outside Organizations

By LT Nick Rausa, JAGC, USN

DoD attendance at conferences hosted by non-Federal entities (NFE) presents a host of ethical and legal concerns. Each branch of the military has a formal process through which a DoD employee must obtain approval to attend a conference. The purpose of each branch's approval process is to assess those ethical and legal concerns properly, as well as ensure command-level visibility.

In March 2017, the Navy issued new conference approval requirements in ALNAV 011/17. Any Navy employee (i.e. civilian or military) who seeks to attend a conference hosted by an NFE must obtain approval pursuant to the requirements set forth in Department of Defense Guidance Version 4.0 issued by the Deputy Chief Management Officer (DCMO).

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Approval for Conferences Hosted by non-DoD Entities

If the cost of attendance is…	Then the approval authority is…
$500,000 or more	Secretary of the Navy
$100,000 - $500,000	Chief of Naval Operations **or** Vice Chief of Naval Operations **or** Director, Navy Staff **or** SES/Two-star (or higher) flag/general officer in a commanding officer role **or** *Other SES, flag, or general officers may be designated authority by the Secretary of the Navy or Director, Navy Staff
Greater than $3000 per person **or** greater than $600 per person per day	O-5 or GS-14 that is at least one level above the supervisor with normal TDY/TAD approval authority
Less than $3000 per person **and** less than $600 per person per day	Normal TDY/TAD approval authority within the command
No Cost	Normal TDY/TAD approval authority within the command

Some conferences draw a large audience from the Department of the Navy. This means that, although one command may wish to send someone to a conference at an ostensibly low cost, the aggregate cost across other commands seeking to send people to the same conference may trigger the need for a higher approval authority. To help in these situations, the Department of the Navy/Assistant for Administration (DON/AA) maintains an active list of conferences historically exceeding $100,000. A command should contact their staff judge advocate to obtain assistance in reviewing that list and determining the proper approval authority.

Commands should not hesitate to contact their staff judge advocates (SJAs). In addition to proper approval authority for conference attendance, SJAs can help to ensure compliance with the Joint Travel Regulations and government ethics requirements. Meeting all of these administrative requirements will ensure a member of the command makes the most of his or her time away from work and at the conference.

"Although one command may wish to send someone to a conference at an ostensibly low cost, the aggregate cost across other commands seeking to send people to the same conference may trigger the need for a higher approval authority."

Retirement Eligibility For Administrative Separations

By LT Andrew DeMaio, JAGC, USN

The recorder and the respondent's counsel have presented their final arguments to the administrative separation board. Now the senior member is handed a findings sheet where, after deliberating, the members will write their findings and any applicable recommendations. If the members vote to separate the respondent, or vote for a suspended separation, they may also need to provide recommendations about whether the respondent should be retained in the Individual Ready Reserve (IRR). Further, if the respondent has served the requisite number of years, the members must recommend whether the respondent should be transferred to the Fleet Reserve or the Retired List in the current or a reduced grade.

Individual Ready Reserve (IRR)

The IRR is composed of: (1) the Active Status Pool, where individuals serve in a non-pay, non-drill status; and (2) the Volunteer Training Unit, where individuals are either eligible and willing to return to a pay status, or are not eligible for further pay assignments but voluntarily drill for retirement points.

Every person who enlists in the Navy incurs a period of obligated service, which is a total initial period of 8 years from their entry date. Separation prior to completing this service period for substandard performance or misconduct constitutes a failure to fulfill one's commitment. Accordingly, those enlisted members will normally be transferred to the IRR to complete the remainder of their period of obligated service. In contrast, once an enlisted member has served 8 years, early separation during a standard reenlistment contract does not obligate the person to serve the remainder of the contract in the IRR. It is important to note that reenlisting in exchange for certain benefits, such as enrollment in a service school, may require the board to consider transfer to the IRR to serve the remainder of that period.

When an administrative separation board recommends an enlisted member's service be characterized as Under Other than Honorable (OTH) conditions or the enlisted member's medical conditions prevent them from meeting mobilization requirements, that individual will not be transferred to the IRR. Thus, members appointed to an administrative separation board only need to consider whether to transfer a member to the IRR under the following circumstance: (1) an Honorable or Generable characterization of service is recommended; (2) the member is medically able to meet mobilization requirements; and (3) the member either has not completed their initial period of obligated service or has not reenlisted conditioned upon further obligated service.

Fleet Reserve

When an enlisted member of the Navy or Navy Reserve has completed 20 or more years of active service in the armed forces, the member may, upon request, be transferred to the Fleet Reserve. However, Sailors awaiting administrative discharge action are not eligible to request a transfer to the Fleet Reserve. If a Sailor has already applied for transfer to the Fleet Reserve, but then becomes subject to an administrative discharge action, their application will be deferred or cancelled. In unusual circumstances, the Chief of Navy Personnel may direct the enlisted member to be transferred to the Fleet Reserve despite the pending action. Ordinarily, however, transfer will occur once the administrative discharge action has been resolved, and a new Fleet Reserve transfer authorization will be issued if the original Fleet Reserve authorization has expired.

Retired List

When a member of the Fleet Reserve has completed 30 years of service, or when the member is found not physically qualified to perform the duties of their rate, the member is normally transferred to the Retired List of the Navy. If the member entered the Fleet Reserve from the Navy Reserve, the member will be transferred to the appropriate Retired Reserve. Navy Personnel Command, Reserve Retirements Branch (PERS-912), transfers members meeting these criteria without application. Generally, the member transferred to the Retired List will receive retired pay at the same rate as the retainer pay the member received at the time of retirement from the Fleet Reserve. Unlike enlisted members whose transfer to the Fleet Reserve is deferred or cancelled when they become subject to an administrative discharge action, enlisted members are entitled to be transferred to the Retired List once they reach their 30 years of service. Despite this, pending charges against the enlisted member at court-martial and any associated legal hold would affect the ability to transfer to the Retired List, and any verdict rendered at court-martial would govern retirement.

Secretary of the Navy (SECNAV) and Administrative Separation Boards

Although an enlisted member who has completed 20 years of active service is generally eligible to transfer to the Fleet Reserve, SECNAV has absolute discretion to approve these transfers. In addition to denying an enlisted member's request to transfer to the Fleet Reserve, SECNAV may modify the request so that the member is transferred to the Fleet Reserve in a reduced pay grade. The decision to deny or modify the transfer request may be based on the member's service, conduct, performance, or any other reason supported by sufficient evidence. Therefore, the administrative board's recommendation as to the pay grade is not binding on SECNAV. Regardless, if board members find a basis for misconduct, they must recommend the paygrade in which an enlisted member with 20 or more years of service should be transferred to the Fleet Reserve or Retired List.

A member awaiting administrative discharge action may waive an administrative separation board, but that does not preclude SECNAV from reducing the member's paygrade or assigning a characterization of Under Other Than Honorable in cases of misconduct. The mere recommendation that an enlisted member with sufficient service be transferred in a reduced paygrade entitles the individual to request an administrative separation board, during which the member may argue the transfer should be approved in the current pay grade.

"The mere recommendation that an enlisted member with sufficient service be transferred in a reduced pay grade entitles the individual to request an administrative separation board, during which the enlisted member may argue the transfer should be approved in the current pay grade."

The Secretary of the Navy's discretionary authority to make retirement determinations includes transferring members to the Retired List, the Retired Reserve, or the Fleet Reserve in a restricted status. This means the member's access to any naval installation or facility may be denied partially, entirely, or allowed only under escort. Such restrictions must be explained to the member in writing before being transferred, and the conditions of restriction will vary on a case-by-case basis. Retirement in a restricted status may prevent a member's recall or return to active or reserve duty.

References:

- 10 U.S.C. § 651
- 10 U.S.C. § 6330
- 10 U.S.C. § 6331
- 10 U.S.C. § 10145
- 10 U.S.C. § 12301
- 10 U.S.C. § 12302
- DODI 1200.15
- DODI 1304.25
- OPNAVINST 1811.3A
- BUPERSINST 1001.39F
- MILPERSMAN § 1820-010
- MILPERSMAN § 1830-040
- MILPERSMAN § 1830-050
- MILPERSMAN § 1900-040
- MILPERSMAN § 1910-158
- MILPERSMAN § 1910-166

Legal and Public Affairs Issues Surrounding Appearances on Web Media

By LTJG Aiden Stark, JAGC, USN

With the proliferation of web media, commands have increasingly been affected by professional corporations inviting Sailors to appear on online broadcasts, including shows hosted through websites such as YouTube. These appearances raise numerous ethical issues. Commands are advised to consult with Staff Judge Advocates (SJAs) as well as Public Affairs Officers (PAOs) before taking action.

Sailors identifying themselves when appearing on web media may provide their name, rank, and service. However, in all cases, they should not further or endorse any political activities or use their official titles, positions, or organization names. Additionally, Sailors should not wear their uniforms without PAO and SJA approval when promoting any private employment or commercial interest by appearing online.

Whether invitations to appear on web media may be accepted is both a fact and law-based determination that can be complex. In one case, a Sailor was offered free food, travel, lodging, and the opportunity to receive a token item in exchange for appearing on a web media show. The food, travel, and lodging offered to the sailor were determined to not be gifts; rather, they were found to be compensation for agreeing to make an appearance. In contrast, the token item was found to be a gift, and its acceptance was prohibited by ethical standards of conduct. Further, even though the food, travel, and lodging offered in that case were found to not be gifts, additional limitations to their acceptance necessitating SJA and PAO guidance arose due to restrictions regarding outside employment.

Please keep in mind that these issues are analyzed on a case by case basis. The outcome of one case may not apply to another. Although the food, travel, and lodging in one case was compensation while a token item was a prohibited gift, other cases with similar offers of free services and products may have contrasting outcomes. What services or products are offered, how they are offered, and other related factors may affect the legal and public affairs issues surrounding their acceptance. Contact your SJA or PAO to avoid ethical violations.

Navy Incentivizes the PRT for Sailors

By Chief of Naval Personnel Public Affairs

The Navy announced several changes Tuesday to its Physical Readiness Program in NAVADMIN 141/17, including an incentive for Sailors to validate one physical readiness test (PRT) each year based on their fitness performance.

Chief of Naval Personnel Vice Adm. Robert Burke said that during his fleet visits he often hears ideas from Sailors on how to improve the Navy's PRT process.

"I want Sailors to know we've heard them," Burke said. "Many Sailors work hard to maintain high levels of physical fitness year-round and I believe this provides an incentive to continue to excel. This effort is aimed at both incentivizing physical fitness and also reducing administrative distractions throughout the fleet."

"This effort is aimed at both incentivizing physical fitness and also reducing administrative distractions throughout the fleet."

Those Sailors who pass the body composition assessment (BCA), are within the Navy age-graduated body fat standards, and score an overall "excellent low" or better on the PRT, with no single event lower than a "good low," will be exempt from participation in the next test. These changes will be effective Jan. 1, 2018, but be based on a Sailor's performance during the second PRT cycle of 2017.

All Sailors, regardless of PRT performance will still be required to participate in the BCA each cycle. If a Sailor who is exempt from taking the PRT fails the BCA, they will be required to participate in the PRT that cycle.

Additionally, the Navy is also eliminating the use of elliptical machines as an alternate cardio device for use because of low-usage across the fleet during the PRT. This decision was based on two factors. First, less than 4 percent of the Navy uses the elliptical for the PRT, and maintaining PRT-compliant elliptical machines was becoming increasingly cost prohibitive. Shifting to non-PRT-compliant elliptical machines will allow for more modern elliptical machines in Navy fitness facilities. While the 1.5 mile run remains the service standard, commanding officers may still authorize the use of approved stationary bikes, treadmills or allow Sailors to swim as alternate cardio.

The Navy is also exempting post-partum Sailors from participating in the physical fitness assessment (PFA) for six months following the Sailors' maternity/convalescent leave. This change reflects an increase to the Navy's increased maternity leave policy of 84 days following child birth. This will ensure Sailors have adequate time to return to weight standards and pass a PRT following a pregnancy.

"We want to ensure our Sailors have adequate time to recover and succeed post pregnancy," said Burke. "This extended time will help Sailors return to fitness levels and standards in a safe and healthy way."

RLSO MIDLANT Adjudged Court-Martial Sentences March 2017 – June 2017

General Courts-Martial

At a General Court-Martial in Norfolk, Virginia, an E-7 was tried for one specification each of false official statement, kidnapping, aggravated assault, assault consummated by battery, and sexual harassment, four specifications of rape, and four specifications of sexual assault. On 24 March 2017, the military judge returned a verdict of guilty to sexual harassment and assault consummated by battery. The military judge sentenced him to reduction in rate to E-6 and confinement for 89 days.

At a General Court-Martial in Norfolk, Virginia, an O-3 was tried for one specification each of violation of a lawful general order, extortion, and communicating a threat, two specifications each of driving a vehicle while intoxicated, burglary, and unlawful entry, and three specifications each of sexual assault and conduct unbecoming an officer and a gentleman. On 15 April 2017, the panel of members returned a verdict of guilty to one specification each of violation of a lawful general order, driving a vehicle while intoxicated, extortion, burglary, communicating a threat, and unlawful entry and two specifications each of sexual assault and conduct unbecoming an officer and a gentleman. He was sentenced to a dismissal and confinement for 20 years.

At a General Court-Martial in Norfolk, Virginia, an E-5 pled guilty pursuant to a pretrial agreement to aggravated sexual assault of a child, abusive sexual contact, indecent filming, and production of child pornography. On 20 April 2017, the military judge sentenced him to a dishonorable discharge and confinement for 27 years. Pursuant to the pretrial agreement, the dishonorable discharge was approved as adjudged and all confinement greater than 10 years was suspended for the period of confinement plus 12 months. The court-martial sentence will run concurrently with his federal sentence for production of child pornography.

At a General Court-Martial in Norfolk, Virginia, an E-6 was tried for one specification each of rape, abusive sexual contact, and obstruction of justice, and two specifications of sexual assault. On 28 April 2017, a panel of members returned a verdict of guilty to obstruction of justice and sentenced him to forfeiture of one-half month's pay for two months and 45 days restriction.

At a General Court-Martial in Norfolk, Virginia, an E-1 pled guilty pursuant to a pretrial agreement to one specification of aggravated assault, two specifications of assault consummated by a battery, and three specifications of obstruction of justice. On 10 May, 2017, the military judge sentenced him to a dishonorable discharge, confinement for 4 years, and forfeiture of all pay and allowances. Pursuant to the pretrial agreement, the dishonorable discharge and forfeiture will be approved as adjudged and all confinement greater than 30 months is to be suspended for the period of confinement plus 12 months.

At a General Court-Martial in Groton, Connecticut, an E-6 pled guilty, pursuant to a pretrial agreement, to sexual abuse of a child. On 12 May 2017, the military judge sentenced him to 8 years confinement, forfeiture of all pay and allowances, reduction to E-1, and a dishonorable discharge.

At a General Court-Martial in Norfolk, Virginia, an O-4 pled guilty pursuant to a pretrial agreement to three specifications of violation of a lawful general order, two specifications of false official statement, and two specifications of communicating defense information. On 2 June 2017, the military judge sentenced him to a dishonorable discharge, confinement for 9 years, and forfeiture of all pay and allowances. Pursuant to the pretrial agreement, the dishonorable discharge and forfeiture will be approved as adjudged and all confinement greater than 6 years will be suspended for the period of confinement plus 24 months.

At a General Court-Martial in Norfolk, Virginia, an E-4 was found guilty by a panel of members of sexual assault. On 5 June 2017, the panel of members sentenced him to a dishonorable discharge, confinement for 30 months, and reduction in rate to E-1. Pursuant to the pretrial agreement, the dishonorable discharge and reduction in rate will be approved as adjudged and all confinement greater than 12 months will be suspended for the period of confinement plus 6 months.

At a General Court-Martial in Norfolk, Virginia, an O-6 entered mixed pleas pursuant to a pretrial agreement. The military judge found him guilty of one specification each of attempted sexual assault of a child, an orders violation, and conduct unbecoming an officer and a gentleman, and two specifications each of attempted sexual abuse of a child and attempted abuse of a child. On 8 June 2017, the military judge sentenced him to discharge with a dismissal, confinement for 8 years, and forfeiture of all pay and allowances. The pretrial agreement had no effect on the sentence.

At a General Court-Martial in Norfolk, Virginia, an O-2 was tried for sexual assault and abusive sexual contact. On 5 June 2017, the panel of members found him not guilty.

At a General Court-Martial in Groton, Connecticut, an E-3 pled guilty, pursuant to a pretrial agreement, to wrongful possession of heroin, wrongful introduction of heroin onto a naval installation, wrongful distribution of heroin, and wrongful use of heroin. On 6 June 2017, the military judge sentenced him to 30 months confinement, forfeiture of all pay and allowances, reduction to E-1, and a dishonorable discharge.

Special Courts-Martial

At a Special Court-Martial in Norfolk, Virginia, an E-3 pled guilty pursuant to a pretrial agreement to one specification of assault consummated by battery. On 10 March 2017, the military judge sentenced him to a bad conduct discharge, reduction in rank to paygrade E-1, and confinement for 4 months. Pursuant to the pretrial agreement, the bad conduct discharge is to be disapproved and all confinement greater than 90 days is to be suspended and remitted. The suspended confinement may be served if the Service Member violates the terms of the pretrial agreement.

At a Special Court-Martial in Norfolk, Virginia, an E-2 pled guilty pursuant to a pretrial agreement to unauthorized absence, violating a lawful general order, use of a controlled substance, and possession of a controlled substance. On 17 March 2017, the military judge sentenced him to confinement for 120 days. The pretrial agreement had no effect on the adjudged sentence.

At a Special Court-Martial in Norfolk, Virginia, an E-3 pled guilty pursuant to a pretrial agreement to wrongful use of a controlled substance, wrongful possession of a controlled substance with intent to distribute, wrongful distribution of a controlled substance, and wrongful introduction of a controlled substance with intent to distribute. On 17 April 2017, the military judge sentenced him to a bad conduct discharge, reduction in rank to E-1, and confinement for 10 months. Pursuant to the pretrial agreement, the bad conduct discharge will be suspended for 9 months from the date of the Convening Authority's action and all confinement greater than 9 months is to be suspended for the period of confinement plus 6 months.

At a Special Court-Martial in Norfolk, Virginia, an E-2 pled guilty pursuant to a pretrial agreement to aggravated sexual contact. On 21 April 2017, the military judge sentenced him to a dishonorable discharge, reduction in rank to E-1, total forfeiture of pay and allowances, and confinement for 3 years. Pursuant to the pretrial agreement, confinement greater than 15 months will be suspended for 12 months from the date of the Convening Authority's action.

At a Special Court-Martial in Groton, Connecticut, an E-2 pled guilty, pursuant to a pretrial agreement, to wrongful possession and wrongful use of heroin. On 10 May 2017, the military judge sentenced him to 120 days confinement, and a bad-conduct discharge.

At a Special Court-Martial in Norfolk, Virginia, an E-3 pled guilty pursuant to a pretrial agreement to wrongful use of a controlled substance. On 11 May 2017, the military judge sentenced him to confinement for 45 days, reduction in rate to E-1, and forfeiture of $1,066. Pursuant to a pretrial agreement, confinement in excess of the 91 days of pretrial confinement he had already served will be suspended for a period of 12 months.

At a Special Court-Martial in Norfolk, Virginia, an E-2 pled guilty pursuant to a pretrial agreement to failure to obey a lawful order, wrongful use of a controlled substance, and communicating a threat. On 19 May 2017, the military judge sentenced him to confinement for 90 days and reduction in rate to E-1. Pursuant to a pretrial agreement, confinement in excess of the 98 days of pretrial confinement he had already served will be suspended for a period of 12 months.

At a Special Court-Martial in Norfolk, Virginia, an E-5 pled guilty pursuant to a pretrial agreement to fraternization. On 22 May 2017, the military judge sentenced him to confinement for 45 days, reduction in rate to E-3, and forfeiture of $500 pay per month for one month. Pursuant to a pretrial agreement, any adjudged sentence other than a bad conduct discharge will be disapproved upon the Convening Authority's action.

At a Special Court-Martial in Norfolk, Virginia, an E-4 pled guilty pursuant to a pretrial agreement to larceny on divers occasions of military property more than $500. On 25 May 2017, the military judge sentenced her to confinement for 4 months, reduction in rate to E-1, and a fine of $3,000. Pursuant to a pretrial agreement, confinement in excess of 21 days was suspended until her current end of obligated service, at which time, unless sooner vacated, the suspended portion will be remitted without further action.

At a Special Court-Martial in Norfolk, Virginia, an E-3 pled guilty pursuant to a pretrial agreement to one specification of violation of a lawful order and two specifications of assault consummated by battery. On 25 May 2017, the military judge sentenced him to confinement for 90 days, reduction in rate to E-1, and forfeiture of 2/3 pay per month for 90 days. Pursuant to a pretrial agreement, the confinement in excess of 31 days was suspended for a period of 12 months, at which time, unless sooner vacated, the suspended portion will be remitted without further action.

For additional results of courts-martial, please visit: http://www.jag.navy.mil/news/ROT.htm.

RLSO MIDLANT Board of Inquiry Results
March 2017 – June 2017

During a Board of Inquiry (BOI) held on 1 March 2017, an O-3 was ordered to show cause for retention due to misconduct under Article 112a and Substandard Performance of Duty. The BOI found that the member had committed misconduct and recommended separation with a General characterization of service.

During a BOI held on 20 March 2017, an O-4 was ordered to show cause for retention due to Substandard Performance of Duty. The BOI found that the member had committed misconduct and recommended separation with an Honorable characterization of service.

During a BOI held on 22 March 2017, an O-1 was ordered to show cause for retention due to misconduct under Article 112a. The BOI found that the member had committed misconduct and recommended separation with a General characterization of service.

During a BOI held on 13 April 2017, an O-3 was ordered to show cause for retention due to misconduct under Article 112a. The BOI found that the member had committed misconduct and recommended separation with a General characterization of service.

During a BOI held on 27 April 2017, an O-5 was ordered to show cause for retention due to misconduct under Article 92 and Substandard Performance of Duty. The BOI found the member committed misconduct and recommended that the member be retained.

During a BOI held on 28 April 2017, an O-6 was ordered to show cause for retention due to misconduct under Article 111 and Substandard Performance of Duty. The BOI found that the member had committed misconduct and recommended retention.

During a BOI held on 11 May 2017, an O-3 was ordered to show cause for retention due to misconduct under Article 92, 107, 112a, and 133 and Substandard Performance of Duty. The BOI found that the member committed misconduct and recommended that the member be separated with an Other Than Honorable characterization of service.

During a BOI held on 13 June 2017, an O-6 was ordered to show cause for retention due to misconduct under Article 108, 111, and 134 and Substandard Performance of Duty. The BOI found that the member committed misconduct and recommended that the member be retained.

RLSO MIDLANT Board of Inquiry Results
March 2017 – June 2017

During a BOI held on 16 June 2017, an O-3 was ordered to show cause for retention due to misconduct under Article 92 and Substandard Performance of Duty. The BOI found that the member committed misconduct and recommended that the member be separated with a General characterization of service.

During a BOI held on 16 June 2017, an O-4 was ordered to show cause for retention due to misconduct under Article 120, 128, 133, and 134 and Substandard Performance of Duty. The BOI found the member committed misconduct under Article 133 and 134, and recommended that the member be retained.

During a BOI held on 21 June 2017, an O-6 was ordered to show cause for retention due to misconduct, being relieved of command due to loss of confidence, and substandard performance of duty. The BOI found that the member committed no misconduct.

During a BOI held on 23 June 2017, an O-3 was ordered to show cause for retention due to misconduct under Article 133 and 134 and Substandard Performance of Duty. The BOI found that the member committed misconduct and recommended that the member be retained.

During a BOI held on 27 June 2017, an O-6 was ordered to show cause for retention due to misconduct under Articles 107 and 133 and Substandard Performance of Duty. The BOI found that the member committed misconduct and recommended that the member be separated with an Honorable characterization of service.

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RLSO Mid-Atlantic welcomes suggestions for articles and recommendations for improvement. For addition to the RLSO Legal Compass distribution list or to make suggestions or recommendations, please email: erik.a.carlson1@navy.mil

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