



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

September 15, 2016

CBCA 5356-RELO

In the Matter of JOSEPH E. BROWN

Joseph E. Brown, APO Area Europe, Claimant.

Michael J. Rosnack, Director, Wiesbaden Civilian Personnel Advisory Center, Department of the Army, APO Area Europe, appearing for Department of the Army.

DANIELS, Board Judge (Chairman).

In November 2014, Dr. Joseph E. Brown was working for the Department of the Navy in South Carolina and his wife was an Army sergeant in Germany. Dr. Brown wanted to join his wife in Germany. He applied for a position with the Department of the Army in that country, received an offer, accepted it, and moved to Germany. Although the job offer was initially described as “tentative,” and came with a caution that “[y]ou should take **NO** actions . . . until a final job offer has been extended,” Dr. Brown moved before he had received the final offer.

To remain in pay status from his prior position with the Navy, he took about two hundred hours of leave while waiting to assume his new position with the Army in Germany. He asked the Army to grant him reinstatement of the leave, accrual of home leave, and “[i]ssuance of a Transportation Agreement, thereby gaining return rights or PPP [Department of Defense Priority Placement Program] reemployment.” The Army agreed that he should receive accrual of home leave while employed by that department in Germany, but denied his request for reinstatement of leave. Dr. Brown asked both the Office of Personnel Management (OPM) and this Board to reverse the Army’s determination as to leave and a transportation agreement.

The OPM Director has the responsibility of “settling claims involving Federal civilian employees’ compensation and leave.” 31 U.S.C. § 3702(a)(2) (2012). On November 5, 2015, OPM issued a decision denying Dr. Brown’s claim for reinstatement of leave. In the decision, OPM said that it “lacks jurisdiction to render a decision on the claimant’s request for a transportation agreement.”

The remaining issue raised by Dr. Brown is whether the Army should have issued a transportation agreement to him. OPM suggested that he ask the Board to consider this matter. That agency’s suggestion does not dictate that the Board has jurisdiction to consider the matter, however. Our claims settlement authority, delegated by the Administrator of General Services, is to “settle claims involving expenses incurred by Federal civilian employees for official travel and transportation, and for relocation expenses incident to transfers of official duty station.” 31 U.S.C. § 3702(a)(3). A “claim” in this context is a demand for money. *Orlando Sutton*, CBCA 2988-TRAV, 13 BCA ¶ 35,255; *Harry Berens*, CBCA 1714-TRAV, 10-1 BCA ¶ 34,440 (2009). “We do not possess the authority to compel an agency to take an action with regard to a relocation claim, other than to make a monetary payment.” *Dennis Clarkson*, CBCA 1523-RELO, 09-2 BCA ¶ 34,271; *see also Betsaida Ramirez*, CBCA 1923-RELO, 10-2 BCA ¶ 34,501. We may not answer questions concerning interpretations of regulations independent of monetary claims for travel or relocation expenses. *Randal S. Kendrick*, CBCA 4096-RELO, 14-1 BCA ¶ 35,772; *John R. Durant*, GSBGA 15726-TRAV, 02-1 BCA ¶ 31,827. Because Dr. Brown’s request for a transportation agreement is for the purpose of addressing return rights or reemployment issues that may arise in the future, rather than securing reimbursement of any expenses he may have incurred in moving to Germany, consideration of that matter is beyond our authority.

We therefore dismiss this case.¹

STEPHEN M. DANIELS
Board Judge

¹ We have afforded the agency several opportunities to respond to Dr. Brown’s filing of this case. Most recently, we told the agency on August 30, 2016, that “[i]f [it] does not file its response by [September 12, 2016], the Board will issue its decision in the case without regard to the agency’s position.” The agency did not file a response by September 12, so we are issuing this decision without considering the agency’s views.