



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

January 16, 2013

CBCA 2936-RELO

In the Matter of APRIL E. DUBLIN

April E. Dublin, Indianapolis, IN, Claimant.

German Rendon, Deputy Director, Expeditionary Support Organization, Defense Finance and Accounting Service, Indianapolis, IN, appearing for the Department of Defense.

STERN, Board Judge.

Claimant seeks to have her household goods (HHG) shipped from Pearl Harbor, Hawaii, to Indianapolis, Indiana, at government expense.

Background

In April 2010 claimant was transferred by the Defense Intelligence Agency (DIA) from San Antonio, Texas, to Pearl Harbor, Hawaii. At that time, claimant transferred her HHG to Hawaii. Shortly after her arrival in Hawaii claimant learned that she could not afford to rent a place to live. In June 2010 claimant resigned from her job with DIA and returned to Indianapolis, Indiana. Claimant's HHG remained in Hawaii. The HHG were initially held at the port and eventually were transferred to commercial storage space in Hawaii. Upon claimant's return to Indianapolis, claimant requested that DIA transfer her goods back to the continental United States (CONUS). DIA denied the request on the basis that she had not remained in Hawaii for three years. However, in March 2011, though claimant was no longer employed by DIA, DIA, upon claimant's request, issued her permanent change of station (PCS) orders from Pearl Harbor to either San Antonio or Indianapolis. The orders included the authorization to ship claimant's HHG back to one of those cities. It is this authorization that claimant now seeks to use as authority to transfer her goods from Hawaii to Indianapolis at government expense.

In July 2011 claimant was offered a job by the Defense Finance and Accounting Service (DFAS) in Indianapolis. In September 2011, shortly after she started working for DFAS, claimant states that she was unexpectedly transferred to Kabul, Afghanistan. As a result, claimant states that she had no opportunity to deal with the transfer of the HHG to back CONUS. Claimant did not return to CONUS from Afghanistan until May 18, 2012. DIA now denies her request to transfer the HHG on the basis that the funds that were intended to be used to pay for the transfer of her HHG under the PCS orders that DIA had issued have expired.

Discussion

As an employee of the Department of Defense when employed by DIA in Hawaii, claimant was subject to both the Federal Travel Regulation (FTR) and the Joint Travel Regulations (JTR). The regulations provide that when an employee is transferred outside the continental United States, the employee is required to sign a service agreement and work in Government service for a period of not less than twelve or more than thirty-six months. 41 CFR 302-2.12, 2.13 (2009); JTR C5564, C5570. The regulations also provide that if the employee violates this agreement, the employee is not entitled to be paid any relocation expenses. 41 CFR 302-2.14; JTR C5578.

Claimant was transferred by DIA to Hawaii in April 2010 and left her employment with DIA in June 2010, a period of less than three months. Having not worked the minimum period of twelve months as required by regulation, claimant is not entitled to be paid the cost of transporting her goods back to the continental United States.

Decision

The claim is denied.

JAMES L. STERN
Board Judge