



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

September 11, 2014

CBCA 3821-TRAV

In the Matter of DARYL J. STEFFAN

Daryl J. Steffan, Kailua, HI, Claimant.

Teesha R. Huggins, Chief, Labor/Employee Relations & Services Division, Human Resources Office, Department of the Navy, Navy Region Japan, appearing for Department of the Navy.

SOMERS, Board Judge.

Claimant, Daryl J. Steffan, has asked the Board to review the agency's determination that he must repay renewal travel expenses. The agency says that claimant must reimburse it for these expenses because he failed to meet the minimum service requirements set forth in the applicable regulations. For the reasons explained below, we affirm the agency's decision.

Background

Mr. Steffan began his initial thirty-six-month overseas tour in Yokosuka, Japan, on April 12, 2009. He subsequently accepted a twenty-four-month extension of his tour, which began on April 13, 2012. The travel regulations provide that Mr. Steffan could take renewal agreement travel (RAT), with travel expenses paid by the Government, as long as certain requirements set forth in those regulations are fulfilled. Mr. Steffan took RAT from December 24, 2012, through January 21, 2013.

Mr. Steffan's rotation agreement required that he serve in his overseas tour until April 12, 2014. On October 1, 2013, Mr. Steffan submitted a memorandum to the Commander of the Naval Region Japan Human Resources Office requesting that his current tour be curtailed in order to allow him to assume a position with the Army at the Honolulu Tripler Medical Center. Mr. Steffan sought permission to begin travel to his new assignment on November 3, 2013, and to have his RAT expenses waived.

The agency granted Mr. Steffan's request to curtail his tour, but denied his request to waive reimbursement of the RAT expenses because he had only completed ten of the twelve months required upon his return from RAT. The agency informed Mr. Steffan that he would be required to reimburse the Navy for the expenses associated with his last RAT, and the agency submitted a debt recovery request to the Defense Finance and Accounting Service office to recoup \$4997.80 paid to Mr. Steffan.

Mr. Steffan sought information from the agency regarding the debt. The agency responded, but Mr. Steffan had remaining questions and concerns. Accordingly, Mr. Steffan submitted this case to the Board.

Discussion

The statute governing RAT reimbursement, 5 U.S.C. § 5728(a) (2012), provides as follows:

[A]n agency shall pay from its appropriations the expenses of round-trip travel of an employee, and the transportation of his immediate family, but not household goods, from his post of duty outside of the continental United States, Alaska, and Hawaii to the place of his actual residence at the time of appointment or transfer to the post of duty, after he has satisfactorily completed an agreed period of service outside the continental United States, Alaska, and Hawaii, and is returning to his actual place of residence to take leave before serving another tour of duty at the same or another post of duty outside the continental United States, Alaska, and Hawaii under a new written agreement made before departing from the post of duty.

The purpose of RAT is to allow an employee who is stationed outside the continental United States to return to the United States between tours of duty overseas. *Jacqueline G. Sablan*, GSBCA 15961-TRAV, 03-2 BCA ¶ 32,309. The Department of Defense's Joint Travel Regulations (JTR) implement the statutory requirements to effectuate the statute's purpose. *Id.*

We turn to the travel regulations in effect when Mr. Steffan began his tour on April 13, 2012.¹ *See, e.g., Amy Preston*, CBCA 3434-RELO, 13 BCA ¶ 35,465; *Donald L. Schaffer*, CBCA 695-RELO, 07-2 BCA ¶ 33,607; *LaVerle E. Olivier*, GSBICA 16598-RELO, 05-1 BCA ¶ 32,959. Pursuant to JTR C5570-A, an employee must complete a minimum period of service in order to be paid expenses incurred in performing RAT. For tours of duty outside of the continental United States (OCONUS), C5570-B.5 provides that a minimum period of service for RAT is a tour of duty “not less than 12 months from the return date to the same/different OCONUS PDS [permanent duty station].”

Thus, these regulations require Mr. Steffan to (1) serve at least twenty-four months for his renewal agreement and (2) have a tour of at least twelve months remaining after he returns from RAT. JTR C5572-C.2 provides that the tour of duty, under a renewal agreement, begins on the date the employee reports for duty at the OCONUS PDS following completion of RAT unless that travel is delayed and authorized/approved to be performed within a tour of duty.

Here, Mr. Steffan began his tour of duty on April 13, 2012. He took RAT from December 24, 2012, through January 21, 2013. Upon return from RAT, Mr. Steffan was required to continue his OCONUS service until January 20, 2014, in order to meet the minimum period of service prescribed by JTR C5570-B.5. However, as a consequence of the agency’s approval of Mr. Steffan’s request for curtailment of his tour, Mr. Steffan departed the overseas assignment on or around November 17, 2013, with approximately two months remaining of his minimum service period. Therefore, Mr. Steffan failed to fulfill the requirements for RAT entitlement. Because Mr. Steffan failed to fulfill regulatory requirements, he is financially liable to reimburse the Government for the allowance paid by the Government. *See* JTR C5582-A.

Mr. Steffan argues that the agency did not tell him of the requirement that he remain in service for one year following the completion of RAT. Mr. Steffan also notes that the RAT travel orders are confusing, seemingly including information relating to permanent change of station travel rather than RAT. Finally, Mr. Steffan argues that had he been provided with clear information about the consequences of curtailing his tour, he might have made a different decision.

Mr. Steffan sought permission to begin his new assignment in November 2013, and to have reimbursement of his RAT expenses waived. He proceeded after receiving a

¹ Although the agency incorrectly cites to the 2014 regulations, the text of the regulations appears identical to that of the regulations applicable to this case.

curtailment of his tour but without a waiver of reimbursement of his RAT expenses. Mr. Steffan's purported lack of knowledge of the applicable regulations cannot relieve him from the debt obligations that he has incurred. It is well settled that an employee subject to the JTR is responsible for knowledge of the regulations. *See Debra K. Armstrong*, CBCA 3712-RELO (July 29, 2014) (citing *Gary Wayne Littlefield*, CBCA 3826-RELO, 14-1 BCA ¶ 35,653); *see also Jeffrey L. Troy*, GSBCA 16072-RELO, 03-2 BCA ¶ 32,329 (an employee's lack of knowledge of the applicable regulations will not justify reimbursement for expenses that are not authorized).

To the extent that Mr. Steffan relied upon the information provided, as we stated in *Flordeliza Velasco-Walden*, CBCA 740-RELO, 07-2 BCA ¶ 33,634, at 166,580: "The Government is not bound by the erroneous advice of its officials, even when the employee has relied on this advice to his detriment. *E.g., John J. Cody*, GSBCA 13701-RELO, 97-1 BCA ¶ 28,694 (1996)." *See also Deborah H. Murray*, GSBCA 15838-RELO, 03-1 BCA ¶ 32,184. Thus, even had Mr. Steffan been provided with incorrect information, rather than simply confusing information, this would not change the fact that the regulations limit entitlement to RAT. Once Mr. Steffan failed to complete the required one year of service after completing RAT, he lost the entitlement to the RAT benefit and is obligated to repay it.

Decision

We conclude that the agency's determination that Mr. Steffan must repay RAT travel expenses is correct. By failing to complete the one-year service requirement, Mr. Steffan did not fulfill regulatory requirements for receiving RAT and is no longer entitled to the benefit.

JERI KAYLENE SOMERS
Board Judge