



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

August 27, 2015

CBCA 4852-RELO

In the Matter of ROBIN D. HIBLER

Robin D. Hibler, Chesapeake, VA, Claimant.

Michael J. McCormick, Office of Counsel, United States Fleet Forces Command, Department of the Navy, Norfolk, VA, appearing for Department of the Navy.

DANIELS, Board Judge (Chairman).

Agencies are authorized to pay relocation bonuses to employees who relocate to accept positions which are likely to be difficult to fill in the absence of a bonus. 5 U.S.C. § 5753 (2012). The Department of the Navy offered such a bonus to Robin D. Hibler, in conjunction with a transfer from Japan to Virginia in 2014, and Mr. Hibler accepted it. The acceptance was contained in a service agreement which states, "I understand that the incentive will be 12.7% of my basic pay." The Navy then paid Mr. Hibler a bonus which was virtually equal to 12.7% of his basic pay for the year in which he was transferred. Mr. Hibler maintains that because the service agreement is for a minimum period of twenty-four months, the bonus should have been 12.7% of his basic pay for two years – twice the amount he was paid.

The Navy contends, and we agree, that we have no authority to resolve this dispute as to the size of the relocation bonus. The Board's authority to settle claims of or against the United States Government is restricted to "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); GSA Order ADM P 5450.39D, at 157 (Nov. 16, 2011). A relocation bonus is not a relocation expense; it is instead a form of employee compensation, so claims for such a bonus are within the purview of the Office of Personnel Management, not the Board. *James A. Kester*, CBCA 4411-RELO, 15-1 BCA

¶ 35,966; *see* 31 U.S.C. § 3702(a)(2). Mr. Hibler's argument that we should consider the case on its merits because the Navy paid him a bonus in lieu of relocation expenses (as the agency says it did) is to no avail, for a bonus paid in lieu of something else is still compensation, not a payment to cover expenses.

We dismiss this case from our docket and transfer it to the Office of Personnel Management for that agency's consideration.

STEPHEN M. DANIELS
Board Judge