



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

February 29, 2016

CBCA 5072-RELO

In the Matter of PAUL E. GUELLE

Paul E. Guelle, Wiesbaden, Germany, Claimant.

Vera A. Garcia, Assistant Deputy Chief of Staff, United States Army Europe, APO Area Europe, appearing for Department of the Army.

WALTERS, Board Judge.

Claimant, Paul E. Guelle, a civilian employee of the Department of the Army, has submitted a claim under which he seeks the Board's review and reversal of a 2015 agency decision revoking an initial service agreement provided to him in June 2011 in conjunction with his acceptance of an appointment to his position with the Headquarters, United States Army, Europe. As explained below, the claim is premature and must be dismissed.

Background

The facts in this matter are not in dispute. Claimant served as a military officer and was retired from his military service on August 31, 2008, in Heidelberg, Germany. In connection with his military service, claimant was entitled to travel and transportation benefits for his return (and that of his dependents and household goods) from Europe to his permanent residence in the continental United States (CONUS). Per the Joint Federal Transportation Regulations (JFTR), claimant had one year to take advantage of those military benefits, but had the option to extend his return for a period of up to six years. JFTR U5365, et seq. Thus, his travel and transportation benefits were available until August 31, 2014.

Claimant remained outside CONUS (OCONUS) in Europe after retiring from the military and took a civilian position with a government contractor, working for that contractor in Heidelberg from September 2008 through June 2011. His employment arrangement with the contractor did not include travel and transportation benefits. In June 2011, claimant was appointed to his current position as a federal civilian employee with Headquarters, United States Army, Europe. He first was based in Heidelberg, but subsequently was moved to his present location in Wiesbaden, Germany, by a management directed relocation (MDR) that he accepted. In conjunction with his appointment in 2011, the Army's Heidelberg Civilian Personnel Advisory Center (CPAC) offered him, and he executed, an initial service agreement.¹ The agreement provides that, upon his completion of a "prescribed tour of duty" of thirty-six months with the agency, claimant would be "eligible for return travel and transportation allowance at Government expense" for himself, his dependents, and his household effects, to his "actual residence at time of appointment," identified as Phoenix, Arizona. Claimant completed the thirty-six month "tour of duty" under the initial service agreement and, under the terms of that agreement, would be entitled to travel and transportation benefits for his ultimate return to Phoenix.

In 2015, however, as a result of an internal audit, the agency determined that the initial service agreement had been issued by the CPAC without proper authority and notified claimant that it had been revoked. Claimant seeks the Board's review of that revocation and requests that his return travel and transportation benefits under the agreement be reinstated.

Discussion

The problem that the Board faces in this case is that, though both parties have articulated well their respective positions, the matter is not ripe for decision. As we observed in *Christopher G. Cover*, CBCA 3520-RELO, 14-1 BCA ¶ 35,505, in order for the Board to decide a claim for relocation costs, ordinarily, an employee must first submit a claim for incurred costs to his or her agency for adjudication. *Id.* at 174,034 (citing *Charles Wright*, CBCA 3484-RELO, 13 BCA ¶ 35,432; 31 U.S.C. § 3702 (2012); 48 CFR 6104.401 (2012)). Here, there is no indication that Mr. Guelle has ended – or soon will end – his employment with the agency at his current position and no indication that he has incurred costs for a return to his CONUS residence or submitted a claim to the agency for such costs. As was the case in *Cover*, the claim here is premature and must be dismissed. Once Mr. Guelle has at least tendered a formal resignation to the agency specifying a date certain for his termination of employment with the agency – or has otherwise indicated a "clear intent" to

¹ The agency acknowledges that, at the time of his appointment in 2011, claimant's military return benefits were still "intact" and would have remained so for several years.

separate from the agency in the “near future,” the claim may be resubmitted to the Board for its consideration. *See Christopher G. Cover*, CBCA 3875-RELO, 15-1 BCA ¶ 35,892; *Matthew C. Hawk*, CBCA 3832-RELO, 14-1 BCA ¶ 35,635.

Decision

The claim is dismissed.

RICHARD C. WALTERS
Board Judge