



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

August 16, 2021

CBCA 7080-RELO

In the Matter of AMBER C.

Amber C., Claimant.

Susanne Lombard, Employee Development Specialist, 86th Airlift Wing Force Support Squadron, Department of the Air Force, APO Area Europe, appearing for Department of the Air Force.

BEARDSLEY, Board Judge (Chair).

Claimant seeks review of the United States Air Force's (USAF) denial of her request for reimbursement for travel and transportation costs incurred to transfer from Germany to Alabama to take a new job with the United States Army Corps of Engineers (USACE). We deny the claim.

Background

Claimant served as a civilian librarian with the USAF at Ramstein Air Base (RAB), Germany, under a thirty-six-month Overseas Employment Agreement (OEA) and Transportation Agreement (TA), starting on October 14, 2018. The OEA and TA required her to serve in this position until October 2021. At the end of her thirty-six-month tour, claimant would have been entitled to transportation and travel costs to return to her former position with the Defense Technical Information Center in Fort Belvoir, Virginia.

Claimant was informed in October 2020 that she would not be extended in her position at RAB and started looking for alternate positions. In February 2021, claimant accepted a new job with the USACE in Mobile, Alabama, and requested early release from her OEA and TA. Claimant left RAB in March 2021 without orders or authorization for

return permanent change of station (PCS) or transportation entitlements, but the USAF did grant her temporary quarters subsistence expenses (TQSE) until she began her new job in Alabama. At the time of departure, claimant had served twenty-nine of the thirty-six months of her tour in Germany.

Claimant seeks reimbursement for the cost of her move from Germany to Alabama in the amount of \$14,050.79 (\$13,582.15 for household goods and vehicle shipment and \$468.64 for her airline ticket). Claimant asserts that there is prior precedent in the Department of Defense (DoD) for the losing agency (USAF) to “waive the service agreement and fund the reassignment travel if the gaining organization [USACE] is not authorizing PCS allowances, as is the case for this position.”¹

Discussion

Claimant appeals the determination of the USAF to deny reimbursement of expenses for her travel from Germany to Alabama when she did not fulfill the terms of her thirty-six-month OEA and TA. Neither party disputes that claimant was entitled to early release from her service agreement in accordance with the Joint Travel Regulations (JTR). JTR 054912-C (Dec. 2020), “Released to Continue Employment,” supports the USAF’s determination that it had to release claimant from her service agreement since claimant had served more than twelve months at her permanent duty station (PDS) in Germany and was transferring to another DoD component or agency.² We also agree with the USAF that the losing agency (USAF) is not responsible for PCS costs. JTR 054912-C states, “If the transfer involves PCS allowances to a new PDS, the gaining activity [USACE] is responsible for all PCS costs.” Moreover, because claimant transferred between two different agencies (the USAF and USACE) within DoD, JTR 053713-A applies.³

¹ Claimant does not seek review of the USACE’s decision not to pay her PCS travel and transportation costs.

² Claimant’s “entitlements and allowances for relocation are determined by the regulatory provisions that are in effect at the time [she] report[s] for duty at [her] new official station.” 41 CFR 302-2.3 (2020) (FTR 302-2.3).

³ JTR 053713-B, cited by claimant, does not apply here because claimant did not transfer to an activity within the same DoD department, agency, or component.

053713. Travel and Transportation Funding (FTR § 302-2)

A. Movement between Different Departments and Agencies or DoD Components. This applies to movement between any of the following: Army, Navy, Air Force, Marine Corps, DoD Components, and to or from non-DoD Agencies. Except in the case of a RIF [reduction in force], transfer of function, or movement under the DoD Priority Placement Program (PPP), costs associated with a PCS may be paid by the gaining Department, Agency, or DoD Component.

Claimant cites to JTR 054804, “Reassignment Travel from Duty [Outside the Continental United States] to the Actual Residence.” JTR 054804, however, does not apply since claimant is not traveling to her actual residence, and she did not serve the required tour of duty in her service agreement. Moreover, the service period was not waived. Waiver of the service period can occur only “for reasons that are beyond the civilian employee’s control and that are acceptable to his or her activity.” JTR 054804. Neither was the case, here.

We will not opine on or decide the question of whether the USACE was required to pay the costs associated with claimant’s PCS transfer because this question is not before us. This Board cannot decide a claim until the USAF first adjudicates the claim. CBCA Rule 401(c) (48 CFR 6104.401(c) (2020)) (“Any claim for entitlement to travel or relocation expenses must first be filed with the claimant’s own department or agency (the agency). The agency shall initially adjudicate the claim. A claimant disagreeing with the agency’s determination may request review of the claim by the Board.”). However, as long as a change of official station is authorized or approved by the head of an agency or other designated official, and the employee transfers from one official duty station to another for permanent duty, the employee is entitled to relocation benefits, provided that the transfer is in the interest of the Government and not primarily for the benefit of the employee. *Maxia Dong*, CBCA 733-RELO, 07-2 BCA ¶ 33,626 (citing 5 U.S.C. §§ 5724, 5724a (2000); 41 CFR 302-1.3(a) (2006); *Timothy C. Ford*, GSBICA 15719-RELO, 02-1 BCA ¶ 31,752); 41 CFR 302-1.1(b) (2020) (“An employee transferring in the interest of the Government from one agency or duty station to another for permanent duty” is “eligible for relocation expense allowances.”).

Decision

For the foregoing reasons, the claim is denied.

Erica S. Beardsley
ERICA S. BEARDSLEY
Board Judge