



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

November 7, 2022

CBCA 7457-RELO

In the Matter of PATRICK D.

Patrick D., Claimant.

Sarah G. Fishel and James E. Hicks, Office of Chief Counsel, Drug Enforcement Administration, Department of Justice, Springfield, VA, appearing for Department of Justice.

CHADWICK, Board Judge.

Claimant sought review of a debt assessed against him by the agency for relocation costs for which he was reimbursed when he transferred from an overseas post to a domestic position in March 2021. The basis of the assessment is that claimant did not fulfill the requirement of his service agreement that he remain in the new position for at least twelve months or until mandatory retirement or another separation event outside his control. Claimant would have reached the agency's mandatory retirement age in January 2022 but retired in December 2021. Claimant states that the agency did not warn him that selecting this retirement date would affect his right to retain the reimbursed amount. As in *Kenneth Evans*, CBCA 3446-RELO, 14-1 BCA ¶ 35,484, at 173,961 (2013), “[c]laimant is liable for all costs expended by the agency for his relocation.”

Statute and regulation require an employee who receives relocation expenses for transferring between permanent duty stations to repay the reimbursement if he violates the mandatory service agreement and does not “remain in the Government service for 12 months” after the transfer, “unless separated for reasons beyond his control which are acceptable to the agency.” 5 U.S.C. § 5723(b) (2018); see 41 CFR 302-2.14 (2020), both quoted in *Kenneth Evans*, 14-1 BCA at 173,962. Claimant's service agreement restated these conditions on reimbursement in the first and second paragraphs. Claimant's stated reasons for retiring when he did were not beyond his control and are not acceptable to the agency.

Claimant states that he “felt overwhelmed” by the paperwork required to effectuate his retirement. “Continuously,” he writes, “I requested and received instructions on emailing, but no willingness to have a phone conversation . . . to . . . help with the completion of the forms as well as notification . . . that my retirement date would have adverse consequences on me and my family.” As we have previously found, however, an employee is fully notified by “[t]he statute, regulation, and service agreement itself . . . of the requirements set forth in the service agreement and the consequences for their violation.” *Kenneth Evans*, 14-1 BCA at 173,962. It was not necessary for the agency to provide claimant further notice or explanation in order for the terms of the agreement to be enforceable. *See id.*; *David F. Lytal*, CBCA 1433-RELO, 09-1 BCA ¶ 34,090, at 168,568 (“[O]ur inquiry is limited to whether the agency properly exercised its discretion [to enforce the service agreement].”).

Claimant offers no other basis on which we could find that his violation of his service agreement, although apparently a mistake, was involuntary or beyond his control. *See, e.g., Andrea L. LeMay*, CBCA 4421-RELO, 15-1 BCA ¶ 35,946, at 175,675 (“[V]oluntary resignation is not a matter outside the control of the employee.”).

Decision

We deny relief from the debt assessed by the agency for relocation expenses.

Kyle Chadwick
KYLE CHADWICK
Board Judge