



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 29, 2024

CBCA 8015-DBT

In the Matter of BLAIR B.

Blair B., Petitioner.

Aaron J. Pound, Office of General Counsel, General Services Administration, Washington, DC, appearing for General Services Administration.

CHADWICK, Board Judge.

On February 22, 2024, the Board docketed this petition for review of a notice of debt issued by the General Services Administration (GSA) and received by petitioner on December 11, 2023. The Board conducted a written pre-offset hearing under 41 CFR 105-57.005(b)–(k) (2023). On March 5, 2024, we warned GSA that failure to meet a deadline “may result in a finding that the agency does not meet its burden of proof.” We grant the petition in part. We find that an enforceable debt exists in the gross amount of \$2834.04 and return the matter to GSA to calculate and apply payroll deductions.

Findings and Explanation

GSA asserts a debt of \$2057.91 as the net overpayment, calculated by subtracting payroll deductions from a gross overpayment amount of \$3349.32, based on forty-four hours of regular time and eight hours of overpaid annual leave. GSA has the initial “burden of establishing the existence and/or amount of the debt.” 41 CFR 105-57.005(f)(1). GSA meets its burden only in part.

Petitioner wrote to GSA on January 8, 2024, that his “last day” as a GSA employee “was September 1, 2023.” On March 14, 2024 (one day before the deadline set by the Board), GSA submitted payroll records showing that it paid petitioner for the full pay period ending on September 9, 2023, and credited him with eight hours of accrued annual leave.

The records show that, based on an alternative work schedule, GSA paid petitioner for forty-four hours after his September 1, 2023, separation date, representing the sum of four nine-hour days (September 4 through 7) and one eight-hour day (September 8). Petitioner's gross pay for the pay period was eighty times his hourly rate.

GSA submitted no evidence, however, that it paid petitioner, upon his separation, *any amount* for his annual leave balance—either the eight hours accrued during his final pay period or his previously accrued balance. GSA asserts that “the debtor’s annual leave lump sum was overpaid by eight hours,” but GSA cites no evidence of such a payment. Assertion without evidence cannot satisfy GSA’s burden of proof. Accordingly, GSA does not demonstrate that petitioner was overpaid for eight hours of annual leave. Petitioner was overpaid for forty-four hours, which, at his hourly rate, is \$2834.04 in gross pay.

Petitioner, for his part, presents no “evidence . . . that the amount of the debt” representing the forty-four hours “is incorrect.” 41 CFR 105-57.005(f)(2). Petitioner asserts that the “amount is incorrect” because “there was no leave taken before [his] resignation” and his time card was allegedly “illegally changed” after his separation. Petitioner’s leave balance prior to his separation is irrelevant to the \$2834.04 gross salary overpayment determined here, however, and GSA’s pursuit of a debt promptly upon receiving an accurate, corrected time card is not illegal. *See* 5 CFR 630.101; U.S. Government Accountability Office, GAO-03-52g, *Maintaining Effective Control over Employee Time and Attendance Reporting* (2003) at 9; *see generally* 41 CFR 105-57.001.

The burden shifts to petitioner to show “that the terms of the repayment schedule are unlawful, would cause a financial hardship to the debtor, or that collection of the debt may not be pursued due to operation of law.” 41 CFR 105-57.005(f)(2). Petitioner presents no argument or evidence on these factors. We need not address petitioner’s accusations that GSA’s conduct in issuing debt notices has been “misleading,” “harassing,” and “unnecessary,” as those allegations cannot affect the existence or enforceability of the debt.

Decision

The petition is granted in part. The gross amount of the debt is \$2834.04, and we return the matter to GSA to calculate and apply payroll deductions before collection.

Kyle Chadwick
KYLE CHADWICK
Board Judge