



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 25, 2014

CBCA 3629-RELO

In the Matter of CHARLES J. WRIGHT

Charles J. Wright, Waldorf, MD, Claimant.

James C. Brent, Regional Counsel, Commander Navy Region Japan, FPO Area Pacific, appearing for Department of the Navy.

KULLBERG, Board Judge.

Claimant, Mr. Charles J. Wright, seeks to recover from his former employing agency, the Department of the Navy (Navy), costs for relocation to his current duty station with the Department of Veterans Affairs (VA) in Washington, D.C. The Navy contends that it was only obligated under its transportation agreement with Mr. Wright to pay for the cost of returning him from his previous duty station outside the continental United States (OCONUS) to his home of record (HOR) in San Diego, California. For the reasons stated below, the claim is denied.

Background

Mr. Wright entered government service with the Navy in June of 2009. Under a transportation agreement with the Navy, he moved from his HOR in San Diego, California, to Guam. In December of 2010, the Navy transferred him to Yokosuka, Japan. On July 25, 2013, the VA notified Mr. Wright that he had been selected for a position as a program analyst in Washington, D.C. The Navy issued orders on August 5, 2013, that returned him to his HOR.

On or about August 14, 2013, Mr. Wright moved from Japan to his current duty station with the VA in Washington, D.C. After relocating to Washington, D.C., Mr. Wright attempted to submit a claim for his relocation costs to the Navy. The Navy informed Mr. Wright that it was only responsible for returning him to his HOR, and any additional costs that he incurred relocating to Washington, D.C., were the responsibility of the gaining agency. Mr. Wright then filed with the Board his claim against the Navy for the following costs: shipment of his household goods (HHG) from San Diego to Washington, D.C., \$2478; miscellaneous expenses, \$1300; real estate expenses, \$14,336.46; and the expense of travel from San Diego, California, to Washington, D.C., \$2000.

Discussion

The Board addresses, as a preliminary matter, the Navy's contention that this case should be dismissed as premature because Mr. Wright has not shown that he has brought a claim against the "non-Navy gaining agency and, further, he has not provided documentation indicating that the gaining agency has denied his claims." The Navy has had the opportunity to respond to Mr. Wright's claim in this case, and only his claim against the Navy is before the Board. Accordingly, this matter is properly before the Board for review. *See Janice J. DeVilbiss*, GSBICA 15804-RELO, 03-1 BCA ¶ 32,065, at 158,473 (2002).

The issue in this matter is whether the Navy is only responsible for returning Mr. Wright to his HOR or whether it is also responsible for Mr. Wright's relocation costs from his HOR to his new duty station in Washington, D.C. Statute provides that the Government shall pay various costs for relocating an employee and his or her family to a new duty station when that employee's transfer is in the interest of the Government. 5 U.S.C. §§ 5724, 5724a (2012). Those costs can include transportation, shipment of household goods, real estate transaction costs, and subsistence expenses. *Id.* In the case of an employee who transfers from one agency to another, the agency to which that employee transfers, the gaining agency, pays those authorized costs of relocation. *Id.* § 5724(e). The Federal Travel Regulation, which also applies in this case, states that "[w]hen an employee transfers between Federal agencies, all allowable expenses must be paid from the funds of the agency that the employee is transferring to." 41 CFR 302-2.105 (2012). The Navy was not the gaining agency when Mr. Wright transferred to Washington, D.C.

The Navy, as the losing agency in this case, was only responsible for returning Mr. Wright from his OCONUS duty station to his HOR. Statute provides that the Government can pay the cost of an employee's travel to and from his or her OCONUS duty station. 5 U.S.C. § 5722. Such a right of return, however, does not entitle that employee to relocation expenses under 5 U.S.C. §§ 5724 and 5724a. *Id.* § 5724(d). It is well established that when an employee returns to the continental United States in order to transfer to another

agency after completing a tour of duty at an OCONUS duty station, the losing agency is not responsible for that employee's relocation expenses. *See Jackie Leverette*, GSBICA 15806-RELO, 03-1 BCA ¶ 32,119, at 158,799 (2002); *Paul C. Martin*, GSBICA 13722-RELO, 98-1 BCA ¶ 29,412, at 146,119 n.3 (1996); *Ronald G. West*, 70 Comp. Gen. 733, 735-36 (1991).

Mr. Wright errs in his contention that the Navy was obligated to relocate him to Washington, D.C. The costs he has claimed in this case relate to expenses he incurred in relocating from his HOR in California to the Washington, D.C., area. Those costs were not the responsibility of the Navy because it was not the gaining agency. The Navy's only obligation was to return Mr. Wright to his HOR, and his travel authorization and travel agreement with the Navy entitle him to no additional payments.

Decision

The claim is denied.

H. CHUCK KULLBERG
Board Judge