



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

September 18, 2018

CBCA 6160-RELO

In the Matter of JOHN C. AUPKE

John C. Aupke, Wittbek, Germany, Claimant.

Zeb T. Swinney, Lead Financial Systems Analyst, Travel Mission Area, Enterprise Solutions and Standards, Defense Finance and Accounting Service, Rome, NY, appearing for Department of Defense.

VERGILIO, Board Judge.

An employee returning from an overseas assignment for separation loses allowances for the shipment of household goods after the authorized period has passed.

As a civilian employee, John C. Aupke, claimant, signed a service agreement. He reported to a duty station outside the continental United States (OCONUS) in November 2009. Under the terms of the service agreement, upon separation, the claimant would be entitled to an allowance for the transportation of household goods to his home in CONUS or an alternate location if accomplished within a specific time period. Under applicable regulations (those in effect at the time of reporting for duty), a commanding officer could, upon receipt of a written request from an employee, approve reimbursements for costs incurred up to two years from the separation date. An employee would lose allowances at the expiration of the authorized or approved delay period. Joint Travel Regulations (JTR) C5085-C.2.d (Nov. 2009) (that two year period has been changed to one year, but that change does not limit this claimant).

The claimant satisfied the terms of the service agreement then separated from Government service effective February 29, 2016. The claimant asked for and received a one-year extension, through February 28, 2017, to complete the shipment of household goods.

Goods were not shipped by that date. Thereafter, the claimant sought an extension for an additional year. The agency denied the request, initially stating that it could not extend the period beyond the initial one year, as it relied upon language in the changed regulation. Thereafter, with a reference to *Xavier F. Monroy*, CBCA 5676-RELO, 17-1 BCA ¶ 36,855, the agency recognized that it could have approved an extension for a two-year period, but because the two-year period had elapsed, the claimant no longer was entitled to relief.

The agency correctly has analyzed the situation and applied the holding in *Monroy*. The claimant has lost the allowance for the shipment of household goods, because more than two years have elapsed from the date of separation from service.

The claimant's criticisms of various agency personnel are misplaced. Initially, the claimant sought an extension for one year (not two years) from the date of separation. The agency granted that extension. Any misunderstanding of the available length for an extension did not matter given the initial request for a one-year extension. The claimant lost the allowance at the expiration of that period. The claimant is charged with knowing the terms and conditions of entitlement to benefits, such that he could have requested a further extension before one year had elapsed or moved his goods within that period. At this point in time, the claimant is unable to obtain the relief sought.

The claimant does not prevail on the claim.

Joseph A. Vergilio
JOSEPH A. VERGILIO
Board Judge