



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

December 5, 2019

CBCA 6592-RELO

In the Matter of MICHAEL C. LAMANTIA

Michael C. Lamantia, Arnold, MD, Claimant.

Brian F. Binney, Office of the General Counsel, Federal Bureau of Investigation, Washington, DC, appearing for Department of Justice.

CHADWICK, Board Judge.

Michael C. Lamantia seeks review of a denial by the Federal Bureau of Investigation (FBI) of reimbursement of what Mr. Lamantia describes as “lease breakage expenses” incurred while he attended the Intelligence Analyst Basic Field Training Course in Quantico, Virginia. Although we have concerns about the clarity of the FBI’s written advice to entrants in the training course, the agency properly denied reimbursement.

Facts

In 2018, Mr. Lamantia worked as a technician in the FBI field office in Boston, Massachusetts. He applied and was selected for a conditional promotion to intelligence analyst. The agency’s December 2018 offer letter congratulated him on “a final offer with” the agency and on his “prospective employment with the FBI,” adding, “We welcome you to the FBI.” The offer packet added that “appointment as an Intelligence Analyst is contingent upon completing” the twelve-week training course in Quantico and warned, among other things, that “current FBI employees . . . are not guaranteed placement in their former positions, or any positions, if they do not successfully complete the [training].”

The letter instructed Mr. Lamantia to report to the FBI Academy on January 6, 2019. The letter made clear that travel and lodging for the training course would be “at the

government's expense." It stated that "[m]idway through" the training course, Mr. Lamantia would "receive [an] official office assignment, which may entitle you to a full cost transfer."

Mr. Lamantia moved out of his shared apartment in Massachusetts before reporting to Quantico, but he continued to pay his share of the rent until his lease expired at the end of May 2019. There is some evidence that the landlord tried to relet the space but was unsuccessful.

In February 2019, the agency notified Mr. Lamantia that "upon completion of" the training course in mid-April, he would be "reassigned from the Boston Field Office" to "the Baltimore [Maryland] Field Office." Under the heading of "Transfer Details," however, the same document stated that the transfer would be "from" the "department" of "Intelligence Analyst-Quantico" to Baltimore.

After completing the training course and reporting to Baltimore, Mr. Lamantia sought reimbursement of "lease breakage fees" of \$925 per month in rent for the first five months of 2019. The agency reimbursed him only for his rent for the period from April 11, when he reported to Baltimore, through May 31. Mr. Lamantia continues to seek an additional \$3348.24 for January 4 through April 10.

Discussion

The agency properly denied the additional reimbursement. "The purpose of an allowance for expenses incurred in connection with [a] residence transaction," including an expense of an unexpired lease, "is to reimburse" an employee that "transfer[s] from an old official station to a new official station." 41 CFR 302-11.1 (2018). The agency transferred Mr. Lamantia from one duty station to another in April 2019, not in January. As our predecessors in deciding relocation claims explained, "in the absence of . . . actual and substantial duty, the place of . . . training is only a temporary duty station." *Travel and Relocation Expenses for New Employees of the Federal Bureau of Investigation*, 60 Comp. Gen. 569, 572 (1981), *quoted in Charles G. Bakaly III*, GSBICA 14750-RELO, 1999 WL 46856 (Jan. 29, 1999). The agency properly decided that it had legal authority to reimburse Mr. Lamantia only for expenses resulting from the transfer from Boston to Baltimore.

The result is not unjust. The agency did not cause Mr. Lamantia to pay more for housing from January to April 2019 than he would have expected to pay had he not received the promotion. Likewise, had Mr. Lamantia been able to avoid paying rent in early 2019 by vacating his apartment early, he would have gained the benefit of living rent free, but he would not have conferred a benefit on the Government.

That said, our review persuades us that the FBI could be clearer in its correspondence about the intelligence analyst training course, to limit future reimbursement disputes. It appears that the agency sends the same offer letter, perhaps with small changes, to current FBI employees and to non-employees. To tell current bureau employees that they have a “final offer” with a “start date” in Quantico, and that “[w]e welcome you to the FBI,” is potentially confusing as to where the employee’s duty station will be during the training. The offer letter refers to the possibility of a “full cost transfer” after the course, but it does not say from where to where, nor does it make clear that only current employees, and not new entrants, may “transfer.” A later page of the offer packet refers to the position that a current FBI employee would hold when receiving the letter as the employee’s “former position” once he or she reports for training. This could be read to mean that it will also be the employee’s “former” duty station. Here, Mr. Lamantia’s subsequent transfer order was addressed to him in Quantico, not to his Boston office. The collective effect of these and other ambiguities may mislead trainees promoted from within the FBI about the locations of their official duty stations. As we have said, we do not suggest that Mr. Lamantia incurred unnecessary expenses as a result of the agency’s correspondence.

Decision

The agency properly denied the claim.

Kyle Chadwick

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Board Judge