



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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July 19, 2024

CBCA 8009-RELO

In the Matter of THOMAS C.

Thomas C., Claimant.

Connie J. Rabel, Director, Travel Mission Area, Enterprise Solutions and Standards, Defense Finance and Accounting Service, Indianapolis, IN, appearing for Department of Defense.

**BEARDSLEY**, Board Judge (Chair).

The claimant seeks review of the United States Army Europe and Africa's (USAREUR-AF) denial of his request for release from his service agreement and reimbursement of return travel and transportation costs incurred upon his transfer from his position with USAREUR-AF outside the continental United States (OCONUS) to a position with the Department of Labor (DOL) in the continental United States (CONUS). We deny this claim.

Background

In September 2019, the claimant accepted a position with USAREUR-AF and signed a service agreement for his permanent change of station (PCS) from Houston, Texas, to Wiesbaden, Germany. This agreement stated that the claimant would be eligible for return travel and transportation allowances after thirty-six months of service "unless separated early for reasons beyond [the claimant's] control that are acceptable to the agency concerned." The claimant was subsequently issued travel orders with a report date of November 10, 2019.

The claimant, however, did not complete his thirty-six-month prescribed tour of duty. Instead, the claimant applied for and, on March 10, 2022, accepted a position with the

Department of Labor (DOL) in Austin, Texas. On April 23, 2022, the claimant requested a curtailment of his overseas tour, but USAREUR-AF denied the claimant's request for a release from his OCONUS tour of duty.

The claimant was not issued travel orders, but he completed his move from Wiesbaden to Austin in May 2022 at his own cost. The claimant submitted a travel voucher claim to USAREUR-AF for \$22,487.14 in costs, which was denied because the claimant did not serve the required tour of duty and USAREUR-AF did not waive this requirement.

### Discussion

Under the applicable Joint Travel Regulations (JTR) and Federal Travel Regulation (FTR), a civilian employee who violates a service agreement and does not complete his or her duty OCONUS, other than for reasons beyond his or her control that are acceptable to the agency, is not entitled to return travel and transportation allowances. JTR 054913 (Nov. 2019); *see* 41 CFR 302-3.300 (2019) (FTR 302-3.300); FTR 302-2.15. Here, the claimant failed to serve the thirty-six-month tour of duty in his service agreement necessary for entitlement to return travel and transportation allowances.

The claimant asserts that USAREUR-AF improperly denied his request for a waiver of his tour of duty requirement because his transfer in response to DOL's vacancy announcement was in the Government's interest. "The determination [of] whether to release an employee from a service agreement is a matter of agency discretion." *Donald W. Hansen*, CBCA 5312-RELO, 17-1 BCA ¶ 36,649, at 178,479 (citing *David S. Garber*, CBCA 2400-RELO, 11-2 BCA ¶ 34,831, at 171,372; *Carlos N. Lacy*, CBCA 1059-RELO, 08-2 BCA ¶ 33,887, at 167,715). "The Board will not overturn the agency's denial of a waiver request unless there is no reasonable basis for the denial." *Id.* (citing *Jose A. Baeza*, CBCA 2097-RELO, 10-2 BCA ¶ 34,575, at 170,462). JTR 054912 identifies acceptable reasons for release from a tour of duty requirement specified in one's service agreement, none of which apply here. Because the claimant's decision to accept the DOL position and ask for an early transfer to CONUS was not beyond his control and not acceptable to the agency, the agency had a reasonable basis for denying the claimant's waiver request.

Even if the claimant's transfer was in the Government's interest, this is not a basis for the Board to overturn the agency's denial of his waiver request. It may, however, be relevant to the question of whether DOL is required to reimburse the claimant for relocation costs. *See Amber C.*, CBCA 7080, 21-1 BCA ¶ 37,914, at 184,136-137. Because the claimant transferred between the Army and a non-DoD agency, "costs associated with [the] PCS may be paid by the gaining Department, Agency, or DoD Component" – in this case, DOL. JTR 053713-A; FTR 302-2.105.

[A]s long as a change of official station is authorized or approved by the head of an agency or other designated official, and the employee transfers from one official duty station to another for permanent duty, the employee is entitled to relocation benefits, provided that the transfer is in the interest of the Government and not primarily for the benefit of the employee. *Maxia Dong*, CBCA 733-RELO, 07-2 BCA ¶ 33,626 (citing 5 U.S.C. §§ 5724, 5724a (2000); 41 CFR 302-1.3(a) (2006); *Timothy C. Ford*, GSBCA 15719-RELO, 02-1 BCA ¶ 31,752); 41 CFR 302-1.1(b) (2020) (“An employee transferring in the interest of the Government from one agency or duty station to another for permanent duty” is “eligible for relocation expense allowances.”).

*Amber C.*, 21-1 BCA at 184,137. However, “[w]e will not opine on or decide the question of whether [DOL] was required to pay the costs associated with [the] claimant’s PCS transfer because this question is not before us.” *Id.* DOL must first adjudicate the claim. *See* Rule 401(c) (48 CFR 6104.401(c) (2023)) (“Any claim for entitlement to travel or relocation expenses must first be filed with the claimant’s own department or agency (the agency). The agency must first adjudicate the claim. A claimant disagreeing with the agency’s determination may request review of the claim by the Board.”).

#### Decision

The claim is denied.

*Erica S. Beardsley*  
ERICA S. BEARDSLEY  
Board Judge