



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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August 22, 2025

CBCA 8450-RELO

In the Matter of DAVID U.

David U., Claimant.

Ilona M. Keller, Human Resources Specialist, Civilian Personnel Directorate,  
Department of the Army, APO Area Europe, appearing for Department of the Army.

**ZISCHKAU**, Board Judge.

Claimant, a civilian employee of the Department of the Army (Army or agency), asks us to determine that he is entitled to renewal agreement travel (RAT). The agency argues that claimant is not entitled to RAT because he is serving a term appointment which the agency claims is not a tour of duty and because his appointment was extended, as opposed to renewed, for an additional two years. We conclude that claimant is entitled to RAT.

Background

Effective June 18, 2023, claimant transferred from a civilian position at the Naval Information Warfare Center Atlantic in Charleston, SC, to a civilian position outside the continental United States (OCONUS) with the Army at the United States European Command (USEUCOM) in Stuttgart, Germany. Claimant's original appointment term at USEUCOM was not to exceed two years. His service agreement stated that he was on a "Term Appt [Not to Exceed] 17-Jun-2025." Before completing his original appointment term, the Army and claimant agreed to a two-year extension. On October 24, 2024, the Army formally extended claimant's appointment for an additional two years by updating his service agreement to read "Ext of Term Appointment [Not to Exceed] 17-JUN-2027."

Shortly thereafter, claimant inquired about his eligibility for RAT. If claimant is eligible for RAT, at the conclusion of his initial two year appointment the Army will pay for claimant and his family to take a round trip from USEUCOM to his actual residence in the continental United States. Upon return to USEUCOM, claimant would then complete his second two-year appointment.

The Army communicated that claimant was ineligible for RAT because he is serving a term appointment, did not complete a tour of duty, and was extended, not renewed, for an additional two years. Seeking a review of the Army's determination, claimant filed this claim with the Board.

### Discussion

The issue before the Board is whether, after completing his initial two-year appointment, claimant is entitled to RAT. The statute authorizing RAT provides:

[A]n agency shall pay from its appropriations the expenses of round-trip travel of an employee, and the transportation of his immediate family . . . from his post of duty outside the continental United States . . . to the place of his actual residence at the time of appointment or transfer . . . after he has satisfactorily completed an agreed period of service outside the continental United States . . . and is returning to his actual place of residence to take leave before serving another tour of duty at the same or another post of duty outside the continental United States . . . under a new written agreement made before departing from the post of duty.

5 U.S.C. § 5728(a) (2018). The Federal Travel Regulation (FTR) similarly explains that an agency must provide RAT when “[t]he employee has completed the agreed upon period of service outside CONUS” and “[t]he employee has agreed to serve another OCONUS tour of duty at the same or different duty station.” 41 CFR 302-3.510(a)-(b) (2024) (FTR 302-3.510(a)-(b)). Under the Joint Travel Regulations (JTR), to be eligible for RAT “a civilian employee must have satisfactorily completed the tour of duty (see tour lengths)<sup>1</sup> and have entered into a new written service agreement for another tour of duty at a PDS OCONUS.” JTR 055001-A (Oct. 2024).

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<sup>1</sup> In JTR 055001-A (Oct. 2024), which is the applicable version of the JTR, the phrase “(see tour lengths)” is hyperlinked to the October 26, 2022, version of the JTR supplement titled “Tour Lengths and Tours of Duty Outside the Continental United States (OCONUS)” (JTR Tour Lengths Supplement).

The Army's first argument is that JTR 055001-A, JTR 054910, and the JTR Tour Lengths Supplement referenced in JTR 055001-A, support the assertion that claimant did not serve a tour of duty. JTR 054910 and paragraph C of the JTR Tour Lengths Supplement state that a standard tour length for a Department of Defense (DoD) civilian employee stationed OCONUS is thirty-six months. JTR 054910; JTR Tour Lengths Supplement at 9. Also included in paragraph C is a table listing the specific tour lengths associated with various OCONUS locations. Stuttgart, Germany is not one of the locations listed in the table. *See* JTR Tour Lengths Supplement at 9-12. The Army assumes that because the table in paragraph C does not list a specific tour of duty length for Stuttgart, Germany, a standard tour of duty for a DoD civilian employee stationed in Stuttgart is thirty-six months. Since claimant served two years, and not thirty-six months, the Army asserts that claimant did not serve a tour of duty under JTR 055001-A, making him ineligible for RAT.

The Army's second argument focuses on claimant's term appointment and the distinction between a new tour and an appointment extension. Pursuant to JTR 054910-I:

When it is known in advance that a civilian employee is not needed for the full tour of duty OCONUS, employment may be for a lesser period without affecting travel and transportation allowances to the PDS OCONUS and return for the purpose of separation (26 Comp. Gen. 488 (1947)). The service agreement must specify a 12-month tour of duty according to Title 5 U.S.C. § 5722. Employment may be terminated when the civilian employee's services are no longer required.

JTR 054910-I. The Army identifies claimant as an employee not needed for a full tour of duty and reads JTR 054910-I to mean that claimant's term appointment ends when claimant is no longer needed. Accordingly, the Army states that the additional two years claimant agreed to serve is not a new, additional tour of duty but instead an extension of claimant's initial term appointment. In an attempt to clarify its position, the Army explains that if claimant served in a permanent rotational position, as opposed to a term position, he would be subject to the DoD's overseas tour rotation outlined in DoD Issuance 1400.25 Volume 1230 and eligible for RAT under a formal tour extension pursuant to DoD Issuance 1400.25 Volume 1230.

When determining RAT eligibility, "[t]he controlling factor is not whether the position [OCONUS] is temporary or permanent, but rather, whether the employee has satisfactorily completed the term of service agreed to and is ready and willing to enter into another term of service at that or another location [OCONUS]." *Oscar G. Rivera*, GSB

16332-TRAV, 04-2 BCA ¶ 32,735, at 161,913.<sup>2</sup> Consequently, the Army's distinction between claimant's term appointment and a permanent appointment is not dispositive. We focus instead on whether claimant completed the agreed upon term of service as stated in 5 U.S.C. § 5728(a) and is entering into another term of service OCONUS.

The statute authorizing RAT, 5 U.S.C. § 5728(a), and the FTR regulation implementing 5 U.S.C. § 5728(a), do not include the requirement that to be eligible for RAT an employee must complete a *standard* or *full* tour of duty. The RAT eligibility requirement in 5 U.S.C. § 5728(a) states that an employee must "complete[ ] an agreed period of service" and then serve "another tour of duty" OCONUS. Similarly, under FTR 302-3.510(a)-(b), RAT eligibility turns on whether the employee "completed the agreed upon period of service outside CONUS" and the employee "has agreed to serve another OCONUS tour of duty." In 5 U.S.C. § 5728(a), the term "agreed period of service" is used interchangeably with "tour of duty," and in FTR 302-3.510, the term "agreed upon period of service" is also used interchangeably with "tour of duty." We therefore interpret the completion of an "agreed upon period of service" or completion of an "agreed period of service" as synonymous with completion of a tour of duty.

The JTR differs from 5 U.S.C § 5728(a) and FTR 302-3.510(a)-(b) in that it does not use the term "agreed period of service" or "agreed upon period of service" but it also does not tie RAT eligibility to the completion of a *standard* or *full* tour of duty. *See* JTR 055001-A. It states that to be eligible for RAT, "a civilian employee must have satisfactorily completed *the tour of duty* (see tour lengths) and have entered into a new written service agreement for another tour of duty at a PDS OCONUS." JTR 055001-A (emphasis added). Furthermore, if the JTR does limit RAT eligibility to DoD employees who complete a tour length specified in the JTR Tour Length Supplement, then the JTR conflicts with FTR 302-3.510(a)-(b). As discussed above, RAT eligibility under the FTR only requires completion of an agreed upon period of service OCONUS. When "conflict exists between the JTR and FTR, the relevant provisions of the JTR must give way to the FTR." *John G.*, CBCA 7203-TRAV, 22-1 BCA ¶ 38,157, at 185,316.

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<sup>2</sup> The Army urges the Board to disregard the findings in *Oscar G. Rivera* because its fact pattern differs from the fact pattern in the present case. We cite *Oscar G. Rivera* not to analogize the facts of that case to the facts in the present case. Instead, we cite *Oscar G. Rivera* for the proposition that the distinction between temporary and permanent is not the controlling factor when determining RAT eligibility. *Oscar G. Rivera*, 04-2 BCA at 161,913.

Here, claimant initially agreed to a period of service of two years OCONUS and completed this agreed upon two-year period of service. As a result, claimant met the first requirement for RAT under 5 U.S.C. § 5728(a) and FTR 302-3.510(a)-(b).

Regarding the second requirement for RAT, we do not find meaningful the Army's distinction between an appointment extension and a renewal for a new tour of duty. In interpreting 5 U.S.C. § 5728(a), the Board has previously stated that "[t]he purpose of the statute is clear on its face. Congress intended to provide RAT as an incentive or reward to an employee who agrees to an extension of his tour." *Scottie A. Murray*, CBCA 3799-TRAV, 14-1 BCA ¶ 35,795, at 175,078-79. Furthermore, we do not read JTR 054910-I as supporting the agency's interpretation that because claimant received a term extension and not a renewal, claimant is ineligible for RAT. In our view, claimant completed a two-year appointment and then agreed to an additional two-year appointment. As a result, claimant met the requirement of agreeing to serve another OCONUS tour of duty at the same duty station after completion of his initial tour of duty.

#### Decision

Claimant is eligible for RAT.

Jonathan D. Zischkau  
JONATHAN D. ZISCHKAU  
Board Judge