

# **Board of Contract Appeals**

General Services Administration  
Washington, D.C. 20405

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June 22, 2006

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GSBCA 16795-RELO

In the Matter of CARLOS ANTONIO RAYMOND

Carlos Antonio Raymond, San Antonio, TX, Claimant.

Capt. Kristen M. Hollering, Administrative and Civil Law Division, Office of the Staff Judge Advocate, Headquarters, United States Army Medical Department Center and School and Fort Sam Houston, Fort Sam Houston, TX, appearing for Department of the Army.

**HYATT**, Board Judge.

Carlos Antonio Raymond, a former civilian employee of the Department of the Army, has filed a claim seeking payment of return rights travel and transportation expenses to his original home of record. The Army maintains he is not entitled to the benefit he seeks. For the reasons stated, we agree with the Army and deny the claim.

## Background

Mr. Raymond was initially hired by the Army's Civilian Personnel Operations Center in Rock Island, Illinois, to be an intern in the Army Civilian Training Education and Development System (ACTEDS). At the time he received the offer of employment, in November 2001, Mr. Raymond was located in Doraville, Georgia. In connection with his acceptance of the offer, Mr. Raymond executed a mobility agreement that provided, among other things, that as part of his two-year training process, various temporary duty assignments and permanent changes of station (PCSs) would be directed by the Army and that "[a]uthorized travel and transportation expenses incident to temporary duty or PCS after EOD [entrance on duty] [would] be borne by the Federal Government."

Mr. Raymond's first assignment under this program was as a budget analyst at Fort Buchanan, Puerto Rico. Prior to reporting to Fort Buchanan, Mr. Raymond also signed the customary transportation agreement or Department of Defense Form 1617. That agreement provided that upon completion of twenty-four months in the prescribed tour of duty in Puerto Rico, which is outside the continental United States (OCONUS), Mr. Raymond would be eligible for travel and transportation expenses to his actual residence at the time of appointment for the purpose of separation from the service.

Mr. Raymond reported to Fort Buchanan in January 2002. He was terminated from his position as a budget analyst as of December 20, 2002. Mr. Raymond appealed his removal to the Merit Systems Protection Board (MSPB). His appeal was resolved when the parties entered into a Negotiated Settlement Agreement (NSA) on December 8, 2003. The NSA provided, in pertinent part, that claimant would be restored to duty with the Army and that the Army would issue travel orders relocating him from San Juan, Puerto Rico, to San Antonio, Texas, where Fort Sam Houston is located.

The Army issued the requisite travel orders and restored claimant to a position at Fort Sam Houston. Claimant, who is a veteran with service-connected health problems, found the position he was assigned to at Fort Sam Houston to be too stressful for his health and applied for disability retirement benefits. His application was approved and his retirement on disability became effective on September 28, 2005.

Thereafter, claimant filed this claim with the Board, seeking enforcement of the transportation agreement he entered into in December 2001. He construes that agreement to entitle him to return rights to his home of record in Georgia. The Army argues that the NSA superseded the transportation agreement and that the only right that the NSA conferred on claimant with respect to travel was reimbursement of the expenses of a transfer to San Antonio, which claimant has received.

### Discussion

By statute, an agency may pay an employee's expenses to return to his or her place of actual residence at the time of an assignment to an OCONUS post of duty if the employee satisfactorily completes the minimum prescribed period of service at the OCONUS duty station. These expenses are payable whether the separation is for government purposes or personal convenience. 5 U.S.C. § 5722(c) (2000). The transportation agreement in question was executed in connection with claimant's assignment to an OCONUS post of duty, namely, Puerto Rico, and specified a two-year tour of duty as the minimum period of service at that location. Had Mr. Raymond remained in the Army's employ at Fort Buchanan for a two-year period, he would, at that time, have been entitled to exercise his right to return travel expenses.

This is not what occurred, however, and does not appear even to have been necessarily contemplated by claimant or the Army. The Mobility Agreement, also executed in connection with the offer of employment under the internship program, suggests that there may be one or more transfers prior to completion of the two-year internship program. Consistent with the statutory provision, the pertinent provision of the transportation agreement is effective only to the extent that the employee continues to be stationed OCONUS at the time of separation from government service. Had claimant completed a two-year tour in Puerto Rico and separated from Government service at that time, he would have been entitled to return rights to Georgia. *See* 41 CFR 302-1.5(b)(2001); *Edward Queair*, GSBCA 15714-RELO, 02-1 BCA ¶ 31,757.

In the circumstances here, however, claimant agreed to a transfer back to the continental United States in Texas. When the Army returned him to San Antonio, to work at Fort Sam Houston, his return rights were extinguished. *Deborah H. Murray*, GSBCA 15838-RELO, 03-1 BCA ¶ 32,184; *see also Erich W. Koch*, B-252529.2 (May 5, 1994). The Government has no further obligation to reimburse claimant for travel and transportation expenses to return to Georgia and the Board has no authority to order it to do so.

We note that in his final submission to the Board with respect to this matter, claimant alleged that he is also entitled to a retroactive promotion to a higher pay grade under the internship program. This issue is not one that we have the authority to resolve. The settlement authority previously exercised by the Comptroller General for claims involving compensation and leave of federal civilian employees is now vested by statute in the Director of the Office of Personnel Management (OPM). 31 U.S.C. § 3702(a)(2) (2000). Accordingly, we cannot address this portion of Mr. Raymond's claim. He must raise this issue with the appropriate office of OPM.

#### Decision

The claim is denied.

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CATHERINE B. HYATT  
Board Judge