



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

October 3, 2008

CBCA 1294-RELO

In the Matter of BENJAMIN A. HANFELDER

Benjamin A. Hanfelder, Bay St. Louis, MS, Claimant.

Paul Petraborg, Office of Regional Counsel, Department of Veterans Affairs, St. Louis, MO, appearing for Department of Veterans Affairs.

GOODMAN, Board Judge.

Claimant, Benjamin A. Hanfelder, is a former employee of the Department of Veterans Affairs (VA). He has asked this Board to review the agency's determination with regard to repayment of previously-incurred relocation costs as the result of his separation from federal employment.

Factual Background

Claimant was transferred in June 2007, pursuant to permanent change of station orders, from his duty station in Temple, Texas, to Bath, New York. At that time claimant entered into a service agreement. This agreement required that he remain in government service for twelve months or repay the Government for costs of travel and transportation advanced, unless separation resulted from induction into the Armed Forces, permanent or semipermanent illness or death not due to the employee's misconduct, compelling personal reasons which are beyond the employee's control and which are acceptable to the VA, or failure to qualify for the position.

Claimant's effective date of transfer was July 30, 2007. By letter dated November 16, 2007, claimant notified the agency that he was resigning his position, effective December 21, 2007, citing personal issues and family matters. He also stated that he had had a "wonderful

experience working with the canteen service.” The agency accepted his request and processed his separation as a voluntary resignation effective December 21, 2007.

The agency requested repayment from claimant of a travel advance of \$1501.95 and presented him with a bill of collection for \$4925.77 as repayment for his relocation expenses as required by his service agreement, as he had not fulfilled the twelve-month service obligation since his relocation.

Claimant stated that he would repay the travel advance and further requested from the agency that he be allowed to partially pay back the relocation expenses instead of the total amount, basing his request on his service record and the fact that he resigned to aid a family member with medical problems. The agency rejected his request that he be allowed to pay less than the full amount due. Claimant has asked this Board to review the agency’s determination.

Discussion

A government employee who transfers in the interest of the Government is entitled to be reimbursed for the costs of his or her relocation. 5 U.S.C. § 5724(a) (2000). The Federal Travel Regulation (FTR) states that reimbursement for such relocation costs is conditioned upon an employee’s entering into a service agreement to remain in government service for a period of not less than twelve months and not more than thirty-six months. 41 CFR 302-2.13 (2007). Failure to remain in government service for the required period subjects an employee to the following penalty:

Will I be penalized for violation of my service agreement?

Yes, if you violate a service agreement (other than for reasons beyond your control and which must be accepted by your agency), you will have incurred a debt due to the Government and you must reimburse all costs that your agency has paid towards your relocation expenses. . . .

41 CFR 302-2.14.

The burden of proof is on a claimant to prove all of the elements of his or her claim in a relocation case. *Gary Twedt*, GSBCA 16905-RELO, 06-2 BCA ¶ 33,433. In his documentation submitted to the Board, the claimant has sent a letter which details friction between himself, his supervisor, and other employees at his new duty station before his decision to resign. He also states that his decision to resign was in part because of his step-father’s deteriorating health and his mother’s request for assistance from him.

The claimant's service agreement contains four criteria which would relieve him of the obligation of repaying the relocation expenses sought by the agency. Claimant did not leave because he was inducted into the Armed Forces, suffered permanent or semipermanent illness or death, or failed to qualify for his position. Therefore, the only remaining criteria is compelling personal reasons which are beyond the employee's control and which are acceptable to the VA.

This Board, following well-established precedent, has recognized:

It is within an agency's discretion to determine whether a separation from service which appears to be voluntary was for a reason beyond the employee's control and acceptable as a reason for not fulfilling the terms of a service agreement. We will not question the agency's exercise of its discretion so long as it has a reasonable basis. *Melinda K. Kitchens*, GSBCA 16639-RELO, 05-2 BCA ¶ 33,062; 46 Comp. Gen. 724 (1967); Comp. Gen. Dec. B-174823 (Jan. 26, 1972).

Paula A. Shimata, CBCA 1135-RELO, 08-2 BCA ¶ 33,901, at 167,775; *see also Kristina Klein*, CBCA 1152-RELO (Sept. 19, 2008). Our inquiry, therefore, is limited to whether the agency properly exercised its discretion.

The Board finds no abuse of such discretion. At the time of claimant's resignation, his resignation letter briefly stated it was the result of personal issues and family matters with no further explanation and that he had a "wonderful experience" working with the agency. The agency processed his resignation as a voluntary separation. After the agency sought repayment of the relocation expenses, claimant made a specific allegation that his decision was in part motivated by the ill health of his step-father but provided no evidence as to this allegation. After filing his request for review with the Board, he also submitted a description of alleged problems in the workplace which contradicted his description of his work experience included in the resignation letter. One of our predecessor boards has held that unsubstantiated allegations of medical issues and problems in the work place are not sufficient to overturn the agency's determination. *Raymond B. Provost*, GSBCA 16952-RELO, 07-1 BCA ¶ 33,448 (2006); *Amy Oestreich*, GSBCA 16489-RELO, 05-1 BCA ¶ 32,852 (2004).

There is no basis in statute or regulation for the agency to agree to compromise the amount due as suggested by claimant.

We do not find that the agency abused its discretion in determining that claimant is obligated to pay the amount due pursuant to his service agreement.

Decision

The claim is denied.

ALLAN H. GOODMAN
Board Judge