



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

September 10, 2020

CBCA 6701-RELO

In the Matter of BRADLEY A. O'NEIL

Bradley A. O'Neil, Claimant.

Alexandra E. Williams, Supervisory Human Resources Specialist, Stuttgart Civilian Personnel Advisory Center, Department of the Army, APO Area Europe, appearing for Department of the Army.

ZISCHKAU, Board Judge.

Claimant, Bradley A. O'Neil, seeks an estimated \$3000 for return travel expenses which were provided for in his initial service agreement. Mr. O'Neil entered into an initial service agreement when he was appointed to a civilian position in May 2016, approximately one month after he separated from the military. The initial service agreement included travel expenses, paid for by the Government, to return to the United States after he served at least twelve months in his position. For the reasons set forth below, we find Mr. O'Neil's claim to be premature and must be dismissed.

Background

Mr. O'Neil was a member of the United States Air Force until April 30, 2016, when he separated from it in Ramstein, Germany. On May 31, 2016, Mr. O'Neil was appointed as an exercise planner with the United States Army AFRICA in Vicenza, Italy. For his civilian employment, he entered into an initial service agreement with the Vicenza Civilian Personnel Advisory Center (CPAC). This agreement provided for return travel after the completion of twelve months of service.

In September 2018, Mr. O'Neil was reassigned to Stuttgart, Germany. After Mr.

O'Neil inquired about home leave in June 2019, the Stuttgart CPAC reviewed his initial hiring action and determined that the Vicenza CPAC mistakenly provided him with an initial service agreement. The Stuttgart CPAC formally determined that he was ineligible for the service agreement and thus not entitled to return travel expenses to the United States.

Discussion

While the parties address the merits in their submissions, this matter is not yet ripe for decision. The relevant statute provides: “The Administrator of General Services shall settle claims involving expenses incurred by Federal civilian employees for official travel and transportation, and for relocation expenses incident to transfers of official duty station.” 31 U.S.C. § 7102 (2018). This authority has been delegated by the Administrator to the Civilian Board of Contract Appeals (CBCA). *See* ADM 5450.39D CHGE 1, GSA Delegations of Authority Manual, ch. 19 (Aug. 13, 2020); 48 CFR 6104.401(a) (2019). The use of the words “expenses incurred” in 31 U.S.C. § 7102 generally requires that a claimant must have actually incurred costs, and brought a claim for those incurred costs to an agency, before it can subsequently bring a claim to the Board. *See, e.g., Paul E. Guelle*, CBCA 5072-RELO, 16-1 BCA ¶ 36,274 (“[I]n order for the Board to decide a claim for relocation costs, ordinarily, an employee must first submit a claim for incurred costs to his or her agency for adjudication.”); *see also Charles Wright*, CBCA 3484-RELO, 13 BCA ¶ 35,432 (dismissing the case because the claimant had not incurred costs and had not sought reimbursement from the agency). However, past decisions have established an exception to the general rule where the Board may hear a claim after a claimant “indicate[s] a ‘clear intent’ to separate from the agency in the ‘near future.’” *Guelle* (quoting *Matthew C. Hawk*, CBCA 3832-RELO, 14-1 BCA ¶ 35,635).

Mr. O'Neil has not provided any facts to demonstrate that he has presently incurred costs related to transportation back to the United States nor has he provided any facts to show a “‘clear intent’ to separate from the agency in the ‘near future.’” *Guelle*. To the contrary, Mr. O'Neil has stated an intention to return to the United States “no later than 2021,” which cannot be construed as the near future given the indefiniteness of this potential time span. Because Mr. O'Neil has not incurred any costs, and is only seeking an estimated sum, he does not meet the requirements for the limited exception articulated in *Guelle*, and thus his claim must be dismissed as premature.

Decision

The claim is dismissed.

Jonathan D. Zischkau
JONATHAN D. ZISCHKAU
Board Judge