

Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

August 29, 2002

GSBCA 15753-RELO

In the Matter of SHAWN J. WINTER

Shawn J. Winter, Naples, Italy, Claimant.

Judy Hughes, Travel Pay Services, Systems and Procedures, Defense Finance and Accounting Service, Columbus Center, Columbus, OH, appearing for Department of Defense.

HYATT, Board Judge.

Claimant, Shawn J. Winter, is currently a Marine Transportation Specialist at the Military Sealift Command in Naples, Italy. He was not a Government employee when he was selected to fill this position. He has requested reimbursement for several trips he made from his home in Amherst, New York, to Groton, Connecticut, prior to commencing employment with the Navy. He traveled both to interview for the position in Naples and, after being offered the position but prior to his reporting date, to complete administrative work in the hiring process. The Navy properly determined that under applicable regulations it had no authority to reimburse Mr. Winter beyond the initial trip for the purpose of being interviewed for the position.

Background

Mr. Winter was selected to fill the position of Marine Transportation Specialist at the Navy's Military Sealift Command in Naples, Italy, in the summer of 2000. The Human Resources Office at the Naval Submarine Base in Groton, Connecticut, was responsible for completing the paperwork necessary to bring Mr. Winter on board as a new Government employee. From July through November 2000, Mr. Winter made numerous trips from his home in Amherst, New York, to Groton, Connecticut, to accomplish various aspects of the hiring process. He traveled to Groton in his car and seeks reimbursement of per diem and mileage for the trips.

Mr. Winter has provided a chronological statement describing his trips to Groton. He states that in July 2000, he traveled to Groton to "begin pre-employment interview/hiring and processing of required documents." He returned to Groton in August and spent two days at the Human Resources Office completing required documents. In September 2000, he spent

another day in Groton completing required documents. He made two trips to Groton in October and another two trips in November, all for the purpose of completing documentation pertinent to the hiring process.

Formal travel orders were not actually issued for these trips, but the personnel staffing specialist informally authorized the trips as part of the administrative process associated with hiring Mr. Winter for an overseas position. The Military Sealift Command in Naples supports payment of Mr. Winter's claim for travel expenses, pointing out that he was required to travel to Groton to complete the administrative aspects of the hiring process. The Defense Finance and Accounting Service (DFAS), which has processed this claim, believes there is no authority to reimburse any expenses other than those associated with one pre-employment interview.

Discussion

By statute, an agency may, but is not required to, reimburse interviewees for pre-employment or pre-selection interview travel expenses:

An individual being considered for employment by an agency may be paid travel or transportation expenses under this subchapter for travel to and from pre-employment interviews determined necessary by the agency.

5 U.S.C. § 5706b (2000); see Sandra L. Roberts, GSBCA 14312-TRAV, 99-1 BCA ¶ 30,158. This statutory provision is implemented in the Federal Travel Regulation (FTR), which sets forth guidelines authorizing individual agencies to establish policies and procedures governing pre-employment interview travel. 41 CFR 301-75 (2000). The purpose of this statutory authorization is to enable agencies to recruit highly qualified individuals for vacant positions. Id. 301-75.1. The Department of Defense has established policies applicable to reimbursement of pre-employment interview travel expenses in the Joint Travel Regulations (JTR). JTR C6200. Both the FTR and the JTR provide that pre-employment interview travel may not be granted to cover expenses that would otherwise not be allowable, such as a house hunting trip at the new duty station. 41 CFR 301-75.2; JTR C6202-A.4.

DFAS understands that the authority to reimburse a candidate for employment for travel expenses incurred for the purpose of attending an interview for a position is limited to one trip for that purpose. Although this limitation is not expressly stated in the JTR, we need not resolve that question here. There is nothing to suggest here that Mr. Winter was required to travel to Groton more than once to actually interview for this position. Based on Mr. Winter's description of his travel, it appears that his first trip, in July 2000, included a pre-employment interview, and would be reimbursable. Aside from that initial trip, however, it seems clear that subsequent trips were purely for the purpose of processing paperwork needed to bring him on board overseas after the Navy had decided to hire him, but prior to the commencement of Mr. Winter's employment with the Government. For that travel, there is no statute or regulation that would authorize the Navy to compensate Mr. Winter.

CATHERINE B. HYATT
Board Judge