

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

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March 28, 2002

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GSBCA 15775-RELO

In the Matter of BESSIE WHITE

Bessie White, Woodbridge, VA, Claimant.

Michael B. Phaup, Medical Center Director, Department of Veterans Affairs Medical Center, Durham, NC, appearing for Department of Veterans Affairs.

**DANIELS**, Board Judge (Chairman).

Bessie White claims that she should be reimbursed for expenses she incurred in moving to and from Durham, North Carolina, to assume a position which she maintains was offered to her at a rate of pay greater than the rate at which she was actually paid. We deny the claim.

Ms. White was formerly a GS-4 employee of the Army Community Hospital at Fort Belvoir, Virginia. She applied for and was selected for a position as a GS-4 at the Department of Veterans Affairs Medical Center in Durham. The medical center told her in writing that she would be paid for her work at the rate of GS-4 step 10, which the center said was \$28,111 per year. Ms. White accepted the offer, moved to Durham at her own expense, and began work at the medical center in July 2001.

After she received her first paycheck from the medical center, Ms. White called to the attention of the center's management that she was being paid at a rate of less than \$28,111 per year. The center's human resources management chief responded that Ms. White was actually being paid the correct salary. She apologized for having erroneously cited the higher figure. As the human resources chief said, the annual salary for a GS-4 step 10 in Durham in 2001 was \$27,461; the figure recited in the offer of employment was the annual salary at the time for a GS-4 step 10 in the Washington, D.C.- Baltimore, Maryland, metropolitan area. The agency explained, and Ms. White acknowledges, that the agency has no legal authority to pay an employee more than the amount specified for the area where she works.

Ms. White felt "embarrass[ed] and degrad[ed]" by the way in which she was treated by the medical center in general and the human resources management chief in particular. She promptly left her position in Durham and returned to employment at Fort Belvoir.

Ms. White concludes her claim by stating, "I consider that I was unfairly treated since I was promise[d] and received a contractual agreement between myself and [the medical center's human resources management chief] and request that I be reimbursed for moneys to compensate my move to North Carolina and back to Virginia."

We can do nothing for Ms. White. Relocation benefits are available to only those federal civilian employees who are transferred in the interest of the Government from one official station to another. 5 U.S.C. §§ 5724, 5724a (2000). When a transfer is made primarily for the convenience or benefit of the employee, these benefits "may not be allowed or paid from Government funds." *Id.* § 5724(h). Ms. White moved from Virginia to North Carolina, and then returned to Virginia, primarily for her own benefit, rather than in the interest of the Government. Thus, she is not eligible for relocation benefits for either move. Furthermore, as courts have consistently held, "absent specific legislation, federal employees derive the benefits and emoluments of their positions from appointment rather than from any contractual or quasi-contractual relationship with the government." *Synita Revels*, GSBCA 14935-RELO, 00-1 BCA ¶ 30,716 (1999) (quoting *Chu v. United States*, 773 F.2d 1226, 1229 (Fed. Cir. 1985), and citing other decisions); see also *Louise C. Mâsse*, GSBCA 15684-RELO, 02-1 BCA ¶ 31,694 (2001). "[P]ublic employment does not . . . give rise to a contractual relationship in the conventional sense." *Revels* (quoting *Shaw v. United States*, 640 F.2d 1254, 1260 (Ct. Cl. 1981)). Thus, Ms. White's invocation of a contract theory to support her claim cannot succeed.

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STEPHEN M. DANIELS  
Board Judge