

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

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March 21, 2003

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GSBCA 15908-TRAV

In the Matter of JOE E. MASTERS

Joe E. Masters, Andersen Air Force Base, Guam, Claimant.

James Wallace, Chief, Financial Services, Department of the Air Force, Pacific Air Forces, APO Area Pacific, appearing for Department of the Air Force.

**WILLIAMS**, Board Judge.

An employee stationed outside the continental United States (OCONUS) is entitled to one trip home or to an alternate destination between tours of duty and is not entitled to a second trip when the first trip was cut short due to a family emergency.

Background

Claimant, Joe E. Masters, a school principal employed by the Department of Defense in Guam, was authorized renewal agreement travel (RAT) for himself and three dependents to Frederick, Maryland, or an alternate destination of Neuhoff, Germany, on April 11, 2001.

Claimant departed from Guam and went to Honolulu on September 24, 2001, and returned to Guam on October 6, 2001. On February 25, 2002, claimant again traveled from Guam to Hawaii and then, on February 28, from Hawaii to Neuhoff, Germany, and returned to Hawaii on March 10, 2002. Claimant's son departed Guam on May 26, 2001, and returned to Guam on August 11, 2001. Claimant's wife also departed Guam on May 26, 2001, subsequently traveled to Hawaii and Germany and then returned to Hawaii on March 23, 2002. Claimant was required to interrupt his intended RAT travel in October 2001 due to a family emergency and was unable to recommence his intended travel prior to February/March 2002. The Government travel agent issued Mr. Masters airline tickets for the September/October 2001 travel at no cost, but Mr. Masters personally procured airline tickets for his February/March 2002 travel and is requesting reimbursement.

Mr. Masters spent the majority of the second trip in Germany, but is a United States resident. The agency denied reimbursement for the February/March 2002 trip based upon

Joint Travel Regulations (JTR) C4162, which permits an employee to perform travel to an alternate destination either in the United States or in the country of the employee's actual residence. In addition, the agency concluded that Mr. Masters completed his RAT in September/October 2001 and that there was no entitlement to a second trip.

### Discussion

The governing statute, 5 U.S.C. § 5728(a) (2000), authorizes tour renewal agreement travel for employees stationed overseas as follows:

§ 5728. Travel and transportation expenses; vacation leave

(a) Under regulations prescribed under section 5738 of this title, an agency shall pay from its appropriations the expenses of round-trip travel of an employee, and the transportation of his immediate family, but not household goods, from his post of duty outside the continental United States, Alaska, and Hawaii to the place of his actual residence at the time of appointment or transfer to the post of duty, after he has satisfactorily completed an agreed period of service outside the continental United States, Alaska, and Hawaii and is returning to his actual place of residence to take leave before serving another tour of duty at the same or another post of duty outside the continental United States, Alaska, and Hawaii under a new written agreement made before departing from the post of duty.

The implementing regulations, the JTR, provide, in pertinent part:

#### **PART D: RENEWAL AGREEMENT TRAVEL (RAT)**

##### **C4150 GENERAL**

Employees may be eligible to receive travel/transportation expense allowances for returning home between OCONUS tours of duty to take leave. The provisions of this Part apply to employees serving OCONUS tours of duty. . . .

##### **C4151 ELIGIBILITY REQUIREMENTS FOR ALL OCONUS AREAS**

To be eligible for allowances described in par. C4150, prior to departure from the OCONUS PDS, an employee must have:

1. satisfactorily completed an agreed period of service or the prescribed tour of duty
- \*2. entered into a new written agreement for another period of service at the same or another OCONUS post or duty station; (the agreement covers costs incident to travel to the employee's actual residence or alternate location (**See pars. C4162-A and C4162-B**) and return and any additional cost paid by the Government as a result of the employee's transfer to another

OCONUS PDS at the time of the tour renewal agreement travel)

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The clear import of the statute and regulations governing renewal agreement travel is that employees stationed OCONUS are entitled to one trip home or to an alternate destination to take leave between their tours of duty. Claimant here took two trips within approximately five months of each other and is not entitled to be reimbursed for the second trip. As we recognized in a similar case, George E. Lingle, GSBCA 13946-TRAV, 98-1 BCA ¶ 29,439, a claimant is entitled to compensation for one trip "by operation of law between his tours of duty." There, however, the Board ruled "pursuant to applicable statute and regulation, claimant would not be entitled to receive compensation for two trips within eleven months of each other."

Decision

The claim is denied.

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MARY ELLEN COSTER WILLIAMS  
Board Judge