

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

May 2, 2005

GSBCA 16585-RELO

In the Matter of CHRISTOPHER RC YOUNG

Christopher RC Young, Mechanicsville, MD, Claimant.

Nanette L. Oppenheimer, Naval Sea Systems Command, Washington, DC, appearing for Department of the Navy.

DANIELS, Board Judge (Chairman).

Christopher RC Young was transferred in December 2001 by his employer at the time, the Department of the Navy, from the Naval Air Systems Command, Patuxent River, Maryland, to the Naval Sea Systems Command, Washington, D.C. He did not move his residence from Mechanicsville, Maryland, however; he continues to commute to work from that location. In December 2003, Mr. Young began asking Navy officials when he would receive relocation benefits in conjunction with this transfer. The Navy responded that such benefits had not been authorized and would not be provided. In February 2005, Mr. Young asked the Board to review the Navy's determination.

The agency contends that we do not have jurisdiction to make the requested review. The agency notes that the Board has authority to "settle claims involving expenses incurred by Federal civilian employees . . . for relocation expenses incident to transfers of official duty station." 31 U.S.C. § 3702(a)(3) (2000); *see also* Delegation from Administrator of General Services to Board, ADM P 5450.39C CHGE 78 (Mar. 21, 2002). The agency says that because Mr. Young has not yet incurred any expenses incident to his transfer, there is no claim to settle. We have already considered and rejected this proposition. Whether an employee has previously incurred relocation expenses or potentially will incur such expenses, the first, fundamental decision to be made is whether the employee is entitled to reimbursement. While we do not consider hypothetical or academic issues, "we will not hesitate to address disputes such as the present one where the claimant has a definite and concrete intention to incur expenses if authorized to do so." *Julio Gagot-Mangual*, GSBCA 16117-TRAV, 04-1 BCA ¶ 32,467 (2003).

The employee and the agency disagree as to whether relocation benefits were ever authorized. Mr. Young says that before he accepted the job in Washington, he was assured

by Navy human resources personnel that such benefits would be granted. (The record does not contain any documents supporting this assertion.) He also notes that shortly after he began work at the new location, he received a Standard Form 52 (Request for Personnel Action) which includes the statement “PCS Auth: Y.” Apparently, this statement is shorthand for “permanent change of station authorized: yes.”

The Navy notes, in arguing that relocation benefits were not authorized, that the vacancy announcement to which Mr. Young responded does not have checked (and therefore expressly makes inapplicable) the statement “Relocation expenses will be paid.” The Navy has also provided for the record a declaration of an individual who interviewed Mr. Young for the position with the Sea Systems Command. Mr. Young has not challenged the accuracy of the declaration. According to the declaration, neither Mr. Young nor anyone else discussed relocation benefits during the interview, and Mr. Young said he wanted a position in the Washington area because he was in the area often for personal reasons. The Navy also maintains that a Standard Form 52 is an internal working document whose provisions do not create an entitlement for an employee and that inclusion of the statement “PCS Auth: Y” on the form in question was a mistake.

The Navy is correct in maintaining that the single document on which Mr. Young relies, a Standard Form 52, cannot create an entitlement. Under Office of Personnel Management rules, a Standard Form 52 (Request for Personnel Action) is used by operating officials and supervisors “to request personnel actions and to secure internal agency clearance of requests for personnel action.” Office of Personnel Management, *Operating Manual: The Guide to Processing Personnel Actions* 35-14 (June 3, 2001); *see also id.* at 4-3 (Nov. 4, 2001). Official documentation of actions taken by an agency is made on other forms.

More importantly, as the Navy contends, it makes no difference to the resolution of this case whether relocation benefits were authorized or not. Under both the Federal Travel Regulation (FTR), which applies generally to federal civilian employees, and the Joint Travel Regulations (JTR), which supplement the FTR with application to civilian employees of the Department of Defense, relocation travel and transportation expenses are reimbursable only if the travel and transportation are begun within two years of the effective date of an employee’s transfer. 41 CFR 302-1.6 (2001); JTR C1057 (Dec. 2001). (The regulations contain exceptions to this rule, but the exceptions are not relevant to Mr. Young’s situation.) Also under these regulations, as in effect when Mr. Young began his job with the Sea Systems Command in Washington, the costs a transferred employee incurs in selling a residence at his old duty station and buying one at his new duty station are reimbursable only if the transaction occurs within two years of the date of transfer. (The time could be extended for up to one additional year, at the discretion of the agency.) 41 CFR 302-6.1(e); JTR C14000-B. So much time has passed since December 2001, when Mr. Young began to work for the Sea Systems Command, that any expenses he might incur now in moving closer to his place of employment with that command are no longer reimbursable.

The claim is therefore denied.

STEPHEN M. DANIELS
Board Judge