

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

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**FILE:** B-214495

**DATE:** January 31, 1985

**MATTER OF:** R. Steve Scheldt - Renewal Agreement  
Travel - Violation of Agreement

**DIGEST:**

Former employee upon completion of a 2-year tour of duty at Thorne Bay, Alaska, signed a renewal agreement and agreed to remain at the same or another post of duty outside the conterminous U.S. in the service of the U.S. Government for a minimum period of 2 years. Upon completion of renewal agreement travel to Fairbanks, Alaska, an alternate location, he was reassigned to Ketchikan, Alaska. Employee declined the reassignment and resigned his position with the agency 2 months after returning from renewal agreement travel. Employee's reasons for not accepting the reassignment were personal in nature, within his control, and not acceptable to the agency. Hence, employee is not entitled to reimbursement of expenses incurred during renewal agreement travel.

This decision is in response to a request from Mr. Robert E. Wilson, Director of Fiscal and Accounting Management, Authorized Certifying Officer, Forest Service, United States Department of Agriculture, as to whether Mr. R. Steve Scheldt, a former employee of the agency, is entitled to reimbursement of expenses incurred during renewal agreement travel between his post of duty at Thorne Bay, Alaska, and an alternate location, Fairbanks, Alaska. For the reasons hereafter stated, the employee is not entitled to reimbursement of the claimed travel expenses.

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BACKGROUND

The facts, briefly stated, are as follows. Mr. Scheldt signed an agreement to serve a 2-year tour of duty with the Forest Service in Ketchikan, Alaska, a post of duty outside the conterminous United States. His designated place of residence was Salt Lake City, Utah. He reported for duty at Thorne Bay, Alaska, a suboffice of Ketchikan, on or about January 19, 1981. Mr. Scheldt completed his initial tour of duty on January 18, 1983, signed a renewal agreement, and agreed to serve another tour of duty at Thorne Bay or at another post of duty outside the conterminous United States. He requested leave between tours of duty and renewal agreement travel, designating Fairbanks, Alaska, as an alternate location. A travel order was issued authorizing the travel to Fairbanks.

Mr. Scheldt commenced travel from Thorne Bay on March 19, 1983, arrived in Fairbanks on March 22, left Fairbanks on March 25, and returned to Thorne Bay on March 27, 1983. Round-trip travel between Anchorage and Fairbanks was by rental automobile. A government travel request was issued in the amount of \$365 to cover travel between Thorne Bay and Anchorage. The claimant has submitted a travel voucher in the sum of \$325.61 for reconstructed round-trip expenses and per diem which was authorized for travel between Anchorage and Fairbanks but which has not been paid.

The renewal agreement signed by Mr. Scheldt stated, in pertinent part, as follows:

"I agree that if this request [for travel to Fairbanks and return] is granted, I will remain at the same or another post of duty outside the conterminous U.S. in the service of the U.S. Government for a minimum of two years from the date of my return to my post of duty, less the period of leave used, unless separated for reasons beyond my control or transferred elsewhere in the interest of the Government.

"Should I resign for reasons not acceptable to the Government or am separated for cause within one year from my return to duty, less the period of leave used, I hereby agree that I will refund any payments made to me on my account by the United States for the above

described travel and transportation and I hereby authorize the United States to withhold [sic] any payment due me to be applied against such overpayments. Further, I agree should I resign for reasons not acceptable to the Government or am separated for cause after one year but less than two years from the date of my return to duty, less the period of leave, I will not be reimbursed for any cost of transportation or per diem of myself and dependents covered in this agreement for return to actual residence or location as specified in my original agreement."

Approximately 2 months after Mr. Scheldt returned from renewal agreement travel, he was reassigned from Thorne Bay to Ketchikan. The Forest Service determined that the reassignment was in the best interest of the government. Mr. Scheldt did not accept the reassignment and resigned from his position with the agency.

The position taken by the Forest Service is that Mr. Scheldt violated his agreement to remain in the service of the government for the specified 2-year period of time and is not entitled to reimbursement of any of his travel expenses between Thorne Bay and Fairbanks.

On the other hand, Mr. Scheldt contends that "I was given a directed reassignment to another location, a position I did not want at a location I did not wish to live." He says that the position in Ketchikan was not suited to his temperament or disposition and that the reassignment would create a financial burden for which he would not be reimbursed. He feels that the underlying reasons for the reassignment were a personality conflict and efforts by agency officials to remove him from participation in local community affairs and private enterprise. Mr. Scheldt states that he elected to resign in the face of the reassignment action by the agency. The employee says that until he was forced to resign, it was his intent to remain in the employment of the Forest Service at Thorne Bay. He feels that he is entitled to reimbursement of his travel expenses incurred while on renewal agreement travel.

#### DISCUSSION

Section 5728 of title 5 of the United States Code (1982) provides that an agency shall pay the round-trip

travel expenses of an employee and his immediate family from the post of duty outside the continental United States, Alaska, and Hawaii to his place of actual residence at the time of appointment or transfer to the post of duty, or an alternate location, after he has satisfactorily completed an agreed period of service and before serving another tour of duty at a 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 Federal Travel Regulations (FTR) (FPMR 101-7), in paragraph 2-1.5h(1)(b) (September 1981), require as a condition of eligibility for overseas tour renewal agreement travel that the employee enter into a new written agreement for another period of service at the same or another post of duty outside the conterminous United States (the 48 contiguous states and the District of Columbia). The agreement covers costs incurred incident to travel to the employee's place of actual residence or an alternate location and return. The liability of an employee for noncompliance with the renewal agreement is set forth at FTR para. 2-1.5h(4) which, insofar as pertinent, provides:

"Liability of employee - noncompliance with new agreement. An employee who for reasons not beyond his/her control and not acceptable to the agency concerned fails to complete the period of service specified in a new service agreement is obligated for expenses and for allowances paid to him/her.

"(a) Failure to complete initial year of service. If the employee fails to complete 1 year of service under a new agreement, he/she is indebted to the Government for any amounts spent by the Government for (i) his/her transportation and per diem and transportation of his/her immediate family from the post duty to his/her of actual residence to the last post of duty where he/she failed to complete a year of service, \* \* \*."

Inasmuch as Mr. Scheldt did not complete 1 year of service at the same (Thorne Bay) or another post of duty (Ketchikan) outside the conterminous United States as required by FTR para. 2-1.5h(1)(b) and the renewal agreement which he signed, he is responsible for payment of the expenses incurred while performing renewal agreement travel, unless his failure to fulfill the terms of the renewal

agreement was for reasons beyond his control and acceptable to the agency. The reasons stated by Mr. Scheldt for not accepting the reassignment to Ketchikan, i.e., to a position he did not want, at a location he did not wish to live; that the position was not suited to his temperament and disposition, etc., are, in actuality, reasons of a personal nature upon which he based his decision to resign. The Forest Service had the authority to reassign Mr. Scheldt to a position at another post of duty outside the conterminous United States. See 5 C.F.R. § 335.102 (1983); FTR para. 2-1.5h(1)(b); and the renewal agreement signed by Mr. Scheldt. The agency determined that the reassignment was in the best interest of the government.

It appears that, for personal reasons, Mr. Scheldt elected to resign from his position with the Forest Service rather than accept the reassignment to Ketchikan. We therefore conclude that the reasons stated by Mr. Scheldt for resigning his position were within his control and are not acceptable to the agency. Compare 30 Comp. Gen. 457 (1951). Hence, under the express provisions of the cited regulations and the renewal agreement, Mr. Scheldt is not entitled to reimbursement of the expenses he incurred in performing renewal agreement travel between Thorne Bay and Fairbanks, Alaska.

Accordingly, the travel voucher submitted by Mr. Scheldt in the sum of \$325.61 for reconstructed round-trip expenses and per diem for renewal agreement travel between Anchorage and Fairbanks, Alaska, may not be certified for payment. Further, action should be taken by the Forest Service to collect the \$365 paid to Mr. Scheldt for renewal agreement travel between Thorne Bay and Anchorage.

*Milton J. Jordan*  
for Comptroller General  
of the United States