



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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June 17, 2025

CBCA 8397-TRAV

In the Matter of PAUL E.

Paul E., Claimant.

Allen E. Sebastian, Crane Division, Naval Surface Warfare Center, Department of the Navy, Crane, IN, counsel for Department of the Navy.

**SULLIVAN**, Board Judge.

Claimant, a civilian employee of the Department of the Navy (Navy or agency), requests reimbursement for temporary duty (TDY) travel in December 2024 and February 2025. The agency argues that, since claimant was never approved for remote work and his permanent duty station (PDS) identified in his Standard Form 50 (SF-50) was within fifty miles of where claimant traveled, claimant's travel was local, and claimant is not entitled to reimbursement. Because we determine that claimant's authorized work location was more than fifty miles from where he traveled, the Board grants the claim.

Background

In April 2022, claimant requested remote work status and moved from Indiana to Wisconsin. While he was awaiting approval of his remote work request, claimant signed a situational telework agreement with his Authorizing Official (AO) that identified an office in Indiana as his official work site and his home in Wisconsin as his alternate work site. Claimant was approved for situational telework from June 1, 2023, to June 1, 2025. Claimant never received approval for remote work.

In December 2024 and February 2025, claimant traveled from his home in Wisconsin to a location in Indiana that was less than fifty miles from his work site in Indiana. Both of

the travel authorizations issued by the agency identified claimant's home address in Wisconsin as the location from which he was authorized to travel. Upon return from the December 2024 trip, claimant was reimbursed the costs for travel.

Upon return from his February 2025 trip, claimant was told that he would not be reimbursed for his travel costs because the TDY location was within fifty miles of his official work site in Indiana. Additionally, claimant was told that he would have to repay the Government for his December travel. Claimant filed his claim with the Board in March 2025, seeking review of both of these determinations.

### Discussion

#### I. Claimant Has Not Failed To Exhaust Administrative Remedies

By motion filed April 7, 2025, the agency sought dismissal of the claim, arguing that claimant had failed to exhaust all administrative remedies prior to bringing his claim to the Board. Because the administrative remedies are not mandatory for claimant, we deny the motion to dismiss.

The Administrator of General Services has authority to hear "claims involving . . . relocation expenses incident to transfers of official duty station." 31 U.S.C. § 3702(a)(3) (2018). The Administrator has delegated that authority to the Board. *Roy L. Edgar*, CBCA 1985-RELO, 11-1 BCA ¶ 34,702, at 170,893; Rule 401(a), (b)(2) (48 CFR 6101.401(a), (b)(2) (2024)). "Any claim for entitlement to . . . relocation expenses must first be filed with the claimant's own department or agency," which "shall initially adjudicate the claim." Rule 401(c). Claimant, as a civilian Department of Defense (DoD) employee, is subject to the requirements of both the Federal Travel Regulation (FTR) and the Joint Travel Regulations (JTR). *See Fernando B.*, CBCA 7725-RELO, 23-1 BCA ¶ 38,377, at 186,422.

The Navy requests that the Board dismiss claimant's claim so that the agency may seek review of the claim by the Defense Finance and Accounting Service (DFAS). The JTR provides, in part, that "[a] traveler who disagrees with a decision by a certifying official may submit an appeal or reclaim in accordance with DoD Financial Management Regulation [(FMR)], Vol. 9." JTR, Introduction-2. The cited provision of FMR describes the process for seeking review of the travel office decision:

When the travel office makes a decision concerning an allowance determination that the traveler disagrees with, that travel office must issue the traveler a written explanation and advise the traveler of the right to have the claim reconsidered. If the traveler does not accept the explanation of the

[disbursing official (DO)], the DO must assist with the resubmission of the claim. To have a claim reconsidered (see exceptions in paragraph 8.4), send:

8.2.1 A copy of the claim;

8.2.2. A letter of explanation from the traveler;

8.2.3. An endorsement from the approving officer; and,

8.2.4. A letter of position from the travel computation office, through the major Command, to the appropriate DFAS site. The DFAS site must respond to the DO or traveler. If the traveler does not accept the decision, the DFAS site may forward the claim as a reclaim or appeal to [the Defense Office of Hearings and Appeals] or the CBCA.

DoD 7000, 14-R, FMR, Vol. 9, Chapter 8, section 8.2.

The Navy asserts that claimant has failed to exhaust his administrative remedies before bringing his claim to the Board because the claim was not presented to DFAS for review. Neither the JTR nor the FMR require claimant to seek this further review. The JTR states that a traveler *may* pursue reconsideration as outlined in the FMR. The FMR does not direct the traveler to submit the claim for further review. Instead, that regulation directs what the DO and DFAS must do if a traveler seeks further review. The requirements of Rule 401(c) have been satisfied because the agency has adjudicated his claim. No further action is required by claimant before bringing his claim to the Board.

## II. Claimant Shall Be Reimbursed His Travel Expenses

Pursuant to statute, “an employee, when traveling on official business away from the employee’s designated post of duty” is entitled to “a per diem allowance” and “reimbursement for the actual and necessary expenses of official travel.” 5 U.S.C § 5702(a)(1) (2018). Official travel is defined as “[t]ravel under an official travel authorization from an employee’s official station or other authorized point of departure to a temporary duty location.” 41 CFR 300-3.1 (FTR 300-3.1).

A PDS is defined in the JTR as “a Service member’s official station or a civilian employee or invitational traveler’s permanent workplace.” JTR Appendix A, A-17. The “local area” around a PDS is defined as “the area within the PDS limits and the metropolitan area around the PDS served by the local public transit systems; the local commuting area as determined by the AO . . . and the separate cities, towns, or installations among which the

public commutes on a daily basis.” JTR 0206. According to federal personnel regulations, “[f]or . . . employees who are working remotely, whose official worksite is as defined in 5 CFR 531.602 and determined under . . . 5 CFR 531.605, whose remote official worksite is not within a defined local area, the local area will be considered to be within 50 miles of that remote official worksite.” *Id.* “Official worksite” is defined as “the official location of an employee’s position of record as determined under section 531.605.” 5 CFR 531.602. For employees covered by telework agreements, if the employee is not “scheduled to work at least twice each biweekly pay period on a regular and recurring basis at the regular worksite for the employee’s position of record” or there is not an applicable “exception to the twice-in-a-pay-period standard,” then “the employee’s official worksite is the location of the employee’s telework site.” 5 CFR 531.605(d).

Claimant was approved for situational telework according to the executed DoD telework agreement which was signed by claimant and his AO. The agreement highlights that claimant had a situational, rather than regular and recurring, telework arrangement. Therefore, claimant was authorized to work solely from his home in Wisconsin, which would be his PDS for his travel in December 2024 and February 2025, and was entitled to reimbursement of travel expenses from his home.

The agency asserts that since the claimant’s duty station in his SF-50 is in Indiana and he traveled to a location in Indiana less than fifty miles from that duty station, he cannot be reimbursed his travel expenses because his expenses would be for a trip to his “designated duty station.” The Board has previously held that “[t]he papers processed by an agency are not conclusive proof of an employee’s official station of employment.” *Jeffrey E. Koontz*, CBCA 3251-TRAV, 13 BCA ¶ 35,318, at 173,372 (citing *Tracy Jones*, GSBCA 15659-TRAV, 02-1 BCA ¶ 31,687, at 156,562 (2001)). Instead, as the board has recognized, “[a] duty station is determined from the surrounding circumstances of an employee’s hiring and work situation.” *Robert L. Shotwell*, CBCA 1887-TRAV, 10-2 BCA ¶ 34,514, at 170,190 (citing *Michael A. Stirber*, CBCA 1271-TRAV, 08-2 BCA ¶ 34,006, at 168,168). Additionally, “[a]n important factor to be considered is the parties’ expectations as to where the employee is expected to spend the greater part of his time. *Id.* at 170,190-91. Since the agency approved claimant’s home as his alternative worksite in his telework agreement and authorized his travel from his home, we find that the designation of his duty station in his SF-50 is not determinative on the issue of whether he may receive reimbursement for his travel.

Decision

The claim is granted. Claimant is entitled to collect reimbursement for overnight lodging, per diem, and mileage for his February 2025 travel and is not required to reimburse the agency for his December 2024 travel.

Marian E. Sullivan

MARIAN E. SULLIVAN

Board Judge