



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

September 30, 2026

CBCA 8692-TRAV

In the Matter of PETER S.

Peter S., Claimant.

David D. Johnson, Deputy Chief Financial Officer, Puget Sound Health Care System, Department of Veterans Affairs, Seattle, WA, appearing for Department of Veterans Affairs.

BEARDSLEY, Board Judge.

The claimant, an employee of the Department of Veteran Affairs (VA) Puget Sound Health Care System, seeks per diem, lodging, and mileage in the amount of \$14,182.89 for travel he undertook as a result of the VA's directive to return to work in person to Seattle, Washington. We deny the claim.

On February 7, 2025, the VA issued a memorandum directing the claimant to return to work in Seattle. The VA memorandum stated, "The effective date of your return to Veterans Affairs Puget Sound Health Care System, Seattle, WA, April 9th, 2025." VA Enclosure 9. At the time, the claimant was working from his home in Florida. In response to the directive to return to Seattle, the claimant asked for a reasonable accommodation to work remotely from Florida or to report to an alternate Florida-based VA site instead of returning to Seattle. The VA rejected the Florida options and continued to insist on a "Seattle-only physical presence." Reply Exhibits, Tabs 10-19 at 53. The VA also did not authorize temporary duty (TDY) or permanent change of station (PCS) travel.

The claimant, however, did not report to Seattle on April 9, 2025. Instead, he took leave from April 9 to July 25, 2025. According to the claimant, "[t]he February 7 return-to-station directive remained outstanding and uncorrected while [claimant] was on protected medical leave." Reply Exhibits, Tabs 10-19 at 57. In other words, during this period of leave, the VA did not "authorize PCS or TDY for Seattle reporting, issue a

prospective [Standard Form 50 (SF-50)] modifying [the claimant's] duty station, or implement Florida-based reporting options.” *Id.*

On July 23, 2025, and without PCS or TDY travel authorization, the claimant began the drive from Florida to Seattle in his personally owned vehicle (POV) “to avoid immediate noncompliance with the preserved return-to-station directive.” Reply Exhibits, Tabs 10-19 at 58. The claimant reported for work in the VA office in Seattle on July 28, 2025, and worked there through September 10, 2025, when the claimant began the drive back to Florida. The claimant continued to work from Florida from September 15, 2025, until he resigned under protest on November 20, 2025.

Since July 2022, the claimant’s SF-50s identified his official duty station as Fleming Island or Clay County, Florida. Reply Exhibits, Tabs 10-19 at 1-10. On his SF-50 that was created on August 5, 2025, with an effective date of July 27, 2025, the claimant’s official duty station remained Florida. *Id.* at 10, 14. However, on his SF-50 that was created on October 18, 2025—to institute a locality pay adjustment based on “Return to In-Person Work 1/20/2025”—the claimant’s official duty station was changed to Seattle. *Id.* at 11, 14. This SF-50 also had an effective date of July 27, 2025. *Id.* at 11.

VA Handbook 5011, Hours and Duty Leave, addresses terminating remote work agreements and the payment of relocation costs for a resultant move to a VA worksite as follows:

Termination Due to Business/Organizational Needs. Remote work agreements may be terminated by management with adequate prior advanced notice to the employee when necessary due to changing business or organizational needs, or other mission/business related reasons. In such circumstances the affected employee will be offered a position at the same grade and pay in the commuting area of the current official worksite or will be offered the opportunity to move to the agency worksite.

- (1) If the employee accepts an offer to move, relocation costs will be paid by VA in accordance with regulation and VA Financial policy.
- (2) If there is no suitable position available in the local commuting area, or the employee declines a suitable position and the offer to move to the agency worksite, management will initiate appropriate action to separate the employee for failure to accept a management-directed reassignment outside the commuting area in accordance with applicable regulations, policies, and collective bargaining agreements.

VA Handbook 5011/38, Hours and Duty Leave, pt. II, chpt. 4 ¶ 13(c) at II-56 to -57 (Dec. 29, 2022) (available at https://www.va.gov/vapubs/search_action.cfm?dType=2 (last visited September 29, 2026)).¹

On September 22, 2025, the VA Puget Sound Health Care System issued a memorandum notifying claimant that he had been “expected to report to a VA worksite at VA Puget Sound Healthcare System” in Seattle “on a full-time basis as of July 28, 2025.” Reply Exhibits, Tabs 20-29 at 19. The memorandum stated further, “As of July 28, 2025, [the claimant’s] authorization to telework and/or work remotely is terminated.” *Id.* The memorandum continued stating, “After [July 28, 2025], work at your alternate or remote worksite is no longer permitted.” *Id.*

Discussion

TDY Travel

The claimant asserts entitlement to TDY reimbursement for per diem, lodging, and mileage for his travel to Seattle because, at the time he traveled, Florida was recorded as the official duty station on his SF-50.² However, “[i]t is well settled that the papers processed by an agency or even the agency’s statements are not necessarily conclusive proof of the location of an employee’s official duty station.” *Alfred A. Nagy*, GSBGA 15763-TRAV, 02-2 BCA ¶ 31,927, at 157,741. The Federal Travel Regulation (FTR) defines “official

¹ The 2021 Office of Personnel Management (OPM) telework guide also warned that, before *allowing* a remote work arrangement with a PCS, agencies should carefully consider “the cost ramifications of terminating remote work arrangements, asserting that, ‘[if an employee’s position of record is located outside of the official station for the agency worksite, relocation reimbursement may apply if the agency chooses to relocate the employee back to the agency worksite.]’” *Brandon A.*, CBCA 8761-RELO, 26-1 BCA ¶ 39,009, at 189,976 (citing Guide to Telework and Remote Work in the Federal Government (Nov. 2021) at 66 (<https://www.opm.gov/chcoc/transmittals/2021/attachments/guide-to-telework-in-the-federal-government%20v4%203-4-2025.pdf> (last visited September 29, 2026))). OPM included a similar warning in its December 2025 remote work guide. *Id.* at 189,976-77 n.3 (citing Guide to Telework and Remove Work in the Federal Government (Dec. 2025) at 19 (<https://www.opm.gov/telework/documents-for-telework/2025-guide-to-telework-and-remote-work.pdf> (last visited September 29, 2026))).

² The claimant questions the legality of the agency’s directive to return to Seattle. We, however, do not have authority to review that issue.

station” as “the location where the employee regularly performs [their] duties.” 41 CFR 300-3.1 (2025) (FTR 300-3.1).

Whether an assignment was a change of duty station or TDY is a question of fact to be determined by considering “the orders directing the assignment, the duration of the assignment, and the nature of the duties performed.” *Frank A. Conforti*, [CBCA 828-TRAV,] 07-2 BCA ¶ 33,693,] at 166,786. We also take into account where the employee expects, and is expected, to spend the majority of [their] time. *Id.* at 166,786. We do not view the “papers processed by an agency” to be conclusive in determining the employee’s official duty station. *James D. Fenwood*, GSBCA 15104-RELO, 00-1 BCA ¶ 30,658, at 151,357 (1999).

Mark A. Majestic, CBCA 6471-TRAV, 19-1 BCA ¶ 37,461, at 182,005; *see Tracy Jones*, GSBCA 15659-TRAV, 02-1 BCA ¶ 31,687, at 156,562 (2001) (The facts establishing where the employee was expected to spend the greater part of their time performing assigned duties is more determinative of the employee’s official duty station than the paper trail created by the agency and the employee.).

The claimant’s official duty station changed from Florida to Seattle as of April 9, 2025. The actions of the VA—through its February 7, 2025, memorandum—establish that the VA expected the claimant to work in person in Seattle exclusively beginning April 9. Not only did the VA direct the claimant to return to work at the VA Puget Sound Health Care System in Seattle, but, according to the claimant, the VA rejected the claimant’s Florida-based options and maintained a Seattle-only in-person expectation.

The paper trail of SF-50s showing Florida as the claimant’s official duty station through most of 2025 is not determinative. *John P. DeLeo*, GSBCA 14042-TRAV, 97-2 BCA ¶ 29,156, at 144,999 (“[W]hether a duty station is temporary or permanent is a question of fact and is determined by where an employee expects and is expected to spend the greater part of his time.” (citing *Bertram C. Drouin*, 64 Comp. Gen. 205, 208 (1985), *reconsideration granted in part on other grounds*, B-216016, 1987 WL 101662 (Comp. Gen. Mar. 23, 1987))). The claimant was aware that the VA expected him to return to work in person in Seattle as of April 9, 2025, and then, due to the claimant’s period of medical leave, as of July 28, 2025.

Moreover, the VA refused to issue the claimant TDY orders to travel to Seattle. The FTR defines “temporary duty (TDY) location” as “[a] place, away from an employee’s official station, where the employee is authorized to travel.” FTR 300-3.1. The claimant’s travel to Seattle from July to September 2025 was not TDY travel because (1) the claimant

was directed to return to work in person in Seattle; (2) the claimant was not authorized to travel to Seattle on TDY; and (3) Seattle was not a TDY location but the claimant's new official duty station. The claimant's decision to travel to Seattle, under protest to avoid being deemed noncompliant, does not convert his travel to agency-reimbursed TDY travel. In fact, according to VA policy, the agency's remedy for an employee's failure to accept a management-directed reassignment in Seattle was not to pay for TDY travel until the SF50s were in order but to separate the employee from his job.

PCS Travel

When an employee is transferred in the interest of the Government from one official duty station to another, the Government must pay allowable PCS travel and other relocation expenses. 5 U.S.C. § 5724(a) (2024); *see* FTR 302-3.101 ("As a transferred employee or other relocated employee there are mandatory and discretionary relocation expenses."), -4.2 (A transferred employee is eligible for authorized relocation expenses for PCS travel). The OPM telework guide and VA handbook on hours and duty leave reflect the expectation that the VA would pay relocation costs for transfers made as the result of a terminated remote work agreement, indicating that such transfers are in the interest of the Government.

The claimant, having been directed to transfer in the interest of the Government from Florida to Seattle, could be entitled to mandatory PCS transportation and per diem costs while en route to Seattle in July 2025, assuming this trip is considered relocation travel. *See* FTR 302-3.101 (tbl. A), -4.201, -4.300. However, an employee who is relocating within the continental United States must sign a service agreement promising to remain in the service of the Government for a period of at least twelve months following the effective date of the transfer. FTR 302-2.14; *see Brandon A.*, CBCA 8761-RELO, 26-1 BCA ¶ 39,009, at 189,972. There is no indication in the record that the claimant signed such a service agreement. Even so, "the absence of a signed service agreement is not fatal to a claim for relocation allowances so long as the employee has remained in Government service for the required length of time." *Kelli A. Baumgartner*, CBCA 6006-RELO, 18-1 BCA ¶ 37,176, at 180,947 n.1. "[A]n employee need only remain in government service without a break in service for a minimum of [twelve] months following the transfer for which reimbursement is claimed' for his or her right to relocation benefits to vest, even without a signed service agreement." *Brandon A.*, 26-1 BCA at 189,972 (quoting *Kevin R.*, CBCA 8403-RELO, 26-1 BCA ¶ 38,976, at 189,764); *see also* FTR 302-2.15. Here, the claimant did not work in Seattle for twelve months following the transfer and is, therefore, not entitled to PCS travel and relocation costs.

Decision

The claim is denied.

Erica S. Beardsley
ERICA S. BEARDSLEY
Board Judge