



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

---

January 27, 2026

CBCA 8403-RELO

In the Matter of KEVIN R.

Kevin R., Claimant.

Gabrielle Y. Doty, Director, Travel Mission Area, Enterprise Solutions and Standards, Defense Finance and Accounting Service, Indianapolis, IN, appearing for Department of Defense.

**SULLIVAN**, Board Judge.

After completing an overseas assignment, claimant accepted a position with another federal agency. Following his move back to the United States, claimant sought a miscellaneous expense allowance (MEA) as part of his relocation costs. The Department of the Army (Army), the agency that employed claimant overseas, denied the request because claimant was exercising his return rights and the agency to which claimant was transferring, the Department of Energy (DOE), did not authorize payment of MEA. Because claimant transferred between duty stations in the interests of the Government, claimant should be paid MEA.

Background

In November 2024, claimant completed a two-year overseas assignment for the Army and accepted a position with DOE. The vacancy announcement for the position which claimant accepted stated that a successful applicant may be entitled to reimbursement of relocation expenses:

**Relocation expenses reimbursed** Yes – You may qualify for reimbursement of relocation expenses in accordance with agency policy.

Claimant was told that, as the result of discussions between DOE and the Army, the Army would authorize his relocation expenses. Claimant began his employment with DOE on December 1, 2024, with no break in federal service and remains employed by DOE.

In October 2024, the Army issued travel orders which indicated that the purpose of his travel was “between official stations” and authorized claimant to incur expenses for transportation, per diem while traveling, storage of household goods, personal vehicle shipment, and miscellaneous expenses. The travel orders also stated that “[l]osing [outside the continental United States (OCONUS)] activity”—in other words, the Army—“covers all transportation expenses up to Actual Place of Residence (APR); any excess costs will be borne by the employee or the gaining activity.” The orders listed DOE headquarters in Washington, D.C., as claimant’s new official station, with a reporting date of December 1, 2024. The orders also authorized claimant’s dependent to travel.

After returning to the United States, claimant submitted to the Army two vouchers for reimbursement of expenses—one for transportation expenses and the other for MEA. The Army denied both vouchers, asserting that claimant either had to execute a new transportation agreement or the agency could process the travel as one for return rights.

In January 2025, the Army issued new travel orders which indicated that the purpose of travel was “return rights from OCONUS [permanent duty station].” The orders listed claimant’s actual residence in Virginia, rather than a new duty station, but still listed December 1, 2024, as the reporting date at the new duty station. The orders indicated that claimant had not signed a transportation agreement.

Following issuance of the new orders, the Army reimbursed claimant the transportation costs but again denied the voucher for MEA, stating that MEA was not payable when travel is “return from overseas for separation.”

### Discussion

Employees transferring between one duty station to another are entitled to relocation benefits. 5 U.S.C. §§ 5724, 5724a (2018). The only requirements are that there be no break in service and the transfer be in the interests of the Government. *Thomas D. Mulder*, 65 Comp. Gen. 900, 903 (1986). Based upon the travel dates and reporting date in claimant’s travel authorization, claimant started his new position with DOE with no break in service.

According to DOE policy, a relocation is in the interest of the Government when the vacancy announcement either states that relocation expenses will be paid or is silent as to the payment of expenses. DOE Travel Manual 552.1-1A (July 2022), 302-1.1(a)(3). The

vacancy announcement to which claimant applied stated that a successful applicant may qualify for relocation expense reimbursement. Based upon DOE policy and this statement, DOE determined that the transfer was in the interest of the Government even though claimant was advised that DOE would not pay the relocation benefits. *See Terry L. Kidd*, CBCA 1191-RELO, 08-2 BCA ¶ 33,943, at 167,957.

The fact that claimant has not signed a transportation agreement is not a bar to payment of these costs because claimant has met the minimum post-transfer service requirement of twelve months. 41 CFR 302-2.14(a) (2024); *see Richard Gong*, CBCA 5824-RELO, 18-1 BCA ¶ 36,997, at 180,169. “[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.” *Mulder*, 65 Comp. Gen. at 905.

Claimant is entitled to receive relocation benefits, including MEA. 5 U.S.C. § 5724a(f). Because claimant’s immediate family traveled with him, claimant may receive \$1300 or two weeks’ basic gross pay, whichever is lower. 41 CFR 302-16.102.

“When an employee transfers from one agency to another, the agency to which he [or she] transfers pays the expenses.” 5 U.S.C. § 5724(e); *see* 41 CFR 302-2.105. Pursuant to this statutory mandate, DOE should pay claimant the MEA incident to his transfer.

Decision

The claim is granted.

Marian E. Sullivan  
MARIAN E. SULLIVAN  
Board Judge