



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

October 31, 2025

CBCA 8344-TRAV

In the Matter of EDDIE F.

Eddie F., Claimant.

Lieutenant Sherrie M. Dumas, United States Navy, Comptroller, United States Navy Medicine Readiness and Training Command Guam, Defense Health Agency, Agana Heights, Guam, appearing for Department of Defense.

O'ROURKE, Board Judge.

The United States Navy Defense Health Agency (agency) denied claimant's request for reimbursement of renewal agreement travel (RAT) after the claimant completed his second two-year tour in Guam and renewed for a third tour. Because the agency erroneously decided that it would no longer fund RAT requests based on its policy that Guam is an "indefinite stay" assignment, the agency failed to timely generate the required orders and transportation agreement for the employee's travel pursuant to RAT. Based on information in the record, we find that the employee and his spouse were entitled to RAT reimbursement but that the employee's dependent daughter was not entitled to reimbursement because she did not meet the age requirement at the time the employee performed RAT. We grant, in part, the claim for reimbursement.

Background

Claimant, a civilian employee with the Department of Defense, accepted an overseas assignment at the agency's location in Guam. Claimant was a "stateside hire," which means he was assigned to a duty station within the continental United States (CONUS) when he was

hired for the position in Guam. Although Guam is a territory of the United States, it is an “OCONUS assignment.”¹

For civilian employees, a tour of duty in Guam lasts twenty-four months.² Claimant’s initial tour in Guam began in 2018 and ended in 2020. At the conclusion of his initial tour, claimant agreed to serve a second tour—from 2020 to 2022. Completing one OCONUS tour and renewing for a second one entitled claimant and his dependent family members to RAT. RAT consists of round-trip travel to an employee’s home of record in the United States between consecutive tours of duty.³ In 2021, claimant and his family members traveled pursuant to RAT in between his first and second tours in Guam. Nothing in the record suggests that claimant had any complications with taking RAT in 2021.

After completing his second tour in Guam, claimant agreed to perform a third tour, which again entitled him to RAT. However, the agency did not issue claimant a new transportation service agreement reflecting the dates of his third tour (2022 to 2024). Instead, the agency used an entirely different form. In addition, the tour dates listed on the agency’s form were inconsistent with claimant’s actual tour history. Claimant’s service record should have reflected three tours in Guam, each lasting two years (2018 to 2020; 2020 to 2022; and 2022 to 2024). The agency’s form, however, listed a single set of tour dates: 2018 through 2024. Despite the form’s inaccuracies, claimant knew that he was entitled to RAT and sought approval for his travel plans.

For this round of RAT, claimant and his spouse planned to travel to Hawaii in October 2023, where their daughter was attending college. Claimant submitted a request for travel orders pursuant to RAT months in advance of his travel dates. This time, however, the agency pushed back, arguing that claimant had already utilized RAT in 2021. After claimant explained that he was entitled to it again, the agency stated that funding was not available for

¹ OCONUS stands for “outside the continental United States.”

² A supplement to the Joint Travel Regulations (JTR), entitled “Tour Lengths and Tours of Duty Outside the Continental United States (OCONUS),” prescribed the tour length for tours of duty in various OCONUS locations, including Guam. According to this supplement, a tour of duty in Guam lasts twenty-four months. The tour length is the same for accompanied and unaccompanied civilians. Tour Lengths and Tours of Duty Supplement, JTR 055001-A (Oct. 26, 2022).

³ An employee may also travel to an alternate location in the U.S. However, if traveling to the alternate location is more expensive than traveling to the home of record, the employee must cover the difference. JTR 055009 (Dec. 2022).

RAT in October and asked claimant if he could travel, instead, in September, which claimant declined to do.

Despite the agency's reluctance, the record shows that some steps were taken to act on claimant's 2023 RAT request. The Human Resources Department (HRD) (the agency's unit in charge of the RAT program) sent claimant a form directing him to complete it so that travel orders could be generated. Claimant completed the form and sent it back to HRD, which, in turn, routed the request to various offices for approval. When the Director for Resources in the Comptroller's Office received the request, he refused to approve the funding, stating, "There will not be any RAT payments to incentivize a stay Guam is considered indefinite stay per [Defense Health Agency (DHA)] policy." Notwithstanding claimant's repeated requests for travel orders pursuant to RAT, the agency did not generate the orders or provide funding. Nor did the agency provide a copy of the alleged DHA policy on Guam's status as an "indefinite stay" assignment.

In October 2023, claimant and his spouse flew to Hawaii as planned, where they visited with their daughter for a few weeks then returned to Guam. Their daughter flew to Guam in December 2023, at the end of the semester, to spend the holiday break with her parents. She returned to Hawaii in January 2024. Claimant's daughter turned twenty-one years old in April 2023.

Claimant self-funded the travel and then submitted a travel voucher requesting reimbursement of his RAT expenses. Specifically, claimant requested \$3008.24 for himself and his spouse to conduct round-trip travel between Guam and Hawaii from October to November 2023 and \$1160.93 for his daughter to travel one-way from Guam to Hawaii in mid-January 2024.⁴ With the exception of two taxi fares, the total amount of reimbursement requested was \$4169.17.

The agency made a second, belated attempt to generate the required travel orders in support of claimant's reimbursement request. With the agency's approval, claimant's travel voucher was submitted for payment to the Defense Finance Accounting Service (DFAS). However, DFAS rejected the claim due to:

[1] Invalid travel orders; [2] Lack of updated or properly executed Transportation Agreement; [3] Non-compliance with [Joint Travel Regulations

⁴ Claimant's daughter used reward miles to obtain the ticket for the first leg of her trip from Hawaii to Guam, and claimant did not request reimbursement for this portion of her trip.

(JTR)] requirements; [4] Issues with dependent travel not aligning with the authorized orders; [5] Missing receipts over \$75; and [6] Orders not reflecting [an] accurate Transportation Agreement date.

Agency Response (Apr. 9, 2025) at 1-2.

Claimant sought the agency's help in correcting these deficiencies, and the agency agreed to revisit the matter. After auditing the claim, however, the agency explained that the agency provided all documentation available, and the required corrections fell outside of its authority. The agency stated that it cannot amend any prior human resources or financial records retroactively to comply with DFAS standards because the transportation agreement and accompanying documentation are invalid and cannot be replicated under DFAS or JTR authority. As an alternative, the agency offered claimant a one-time reimbursement in the amount of \$2000 to close the matter. Because claimant believes that he is entitled to the full amount of his claim for RAT, he asked the Board to review the matter.

Discussion

As a civilian employee of the Department of Defense, claimant is subject to the Federal Travel Regulation (FTR) and the JTR. *Gary J. Maynard*, CBCA 5751-RELO, 17-1 BCA ¶ 36,874, at 179,747-49.

Entitlement to RAT

Renewal agreement travel, or "RAT," is not a matter of policy or subject to the discretion of a commander. Entitlement to RAT is statutory when specified criteria are met. The statute governing RAT explains the entitlement as follows:

[A]n agency shall pay from its appropriations the expenses of round-trip travel of an employee, and the transportation of his immediate family . . . from his post of duty [OCONUS] . . . to the place of his actual residence at the time of appointment or transfer . . . after he has satisfactorily completed an agreed period of service [OCONUS] . . . [but] before serving another tour of duty at the same or [at] another post of duty [OCONUS] . . . under a new written agreement made before departing from the post of duty.

5 U.S.C. § 5728(a) (2018); *see Russell S. Chiles*, CBCA 4188-TRAV, 15-1 BCA ¶ 35,953, at 175,692 ("RAT is not merely a matter of privilege' that an agency has discretion to grant or withhold, 'but rather a mandatory requirement.'" (quoting *Jorge J. Martinez*, CBCA 2265-RELO, 11-1 BCA ¶ 34,704, at 170,899)). Consistent with the statute, the FTR states

that an agency *must* provide RAT when the employee has completed a specified OCONUS tour and has agreed to serve another tour of duty at the same or different OCONUS location. 41 CFR 302-3.514(a)-(b) (2022). The relevant JTR provision mirrors the language used in the statute and the FTR and further emphasizes that “RAT at Government expense may not be denied to a civilian employee who has earned it.” JTR 055003-A; *see* JTR 055001-A.⁵

In light of the statute and the relevant provisions of the FTR and JTR, there can be no doubt that claimant was entitled to RAT when he completed his second tour in Guam and agreed to serve a third. None of the errors that DFAS cited preclude reimbursement here.

Invalid Travel Orders

The Board has previously determined that travel orders may be retroactively amended if they do not comply with applicable statutes and regulations “through error or inadvertence in preparing the authorization.” *Christopher J. Roscoe*, CBCA 5685-TRAV, 17-1 BCA ¶ 36,760, at 179,148 (quoting *Peggy L. Clevenger*, CBCA 3854-RELO, 14-1 BCA ¶ 35,796, at 170,080). In *Christopher J. Roscoe*, the agency had failed to issue travel orders to an employee who qualified for RAT, leaving the employee to self-fund the travel. *Id.* Despite the agency’s error, the Board determined that “[p]aying for the family’s 2016 travel now would therefore do no more than grant the employee a benefit to which he is entitled and which he was not given at the time of travel due to agency error.” *Id.*

For these reasons, the agency’s failure to generate proper travel orders prior to claimant’s commencement of RAT does not relieve the agency of its obligation to reimburse him. The same is true for the orders that were generated after claimant’s travel. The post-travel orders contained several errors that contributed to DFAS rejecting the claim. Those errors, however, do not excuse payment of RAT. As we previously noted, both the statute (quoted above) and the JTR are clear: “RAT at Government expense may not be denied to a civilian employee who has earned it.” JTR 055003-A; *see* JTR 055001-A.

Transportation Service Agreement

The Board has taken a similar approach to transportation service agreements. Neither a defective agreement, nor a non-existent one, will defeat a proper claim for RAT. *See William G. Sterling*, CBCA 3424-RELO, 13 BCA ¶ 35,438, at 173,816 (“The absence of a service agreement will not defeat a claim for renewal agreement travel.”); *see also*

⁵ RAT may be denied in certain situations, none of which apply in this case. *See* JTR 055003-A(1)-(5).

Richard A. Groff, B-186213 (Aug. 3, 1976) (where the Comptroller General rejected the agency's denial of RAT because the employee did not personally sign the transportation agreement). In this case, the agency inexplicably stopped utilizing Department of Defense (DoD) Form 1617, "DoD Transportation Agreements," for stateside hires serving in Guam. Instead, the agency began using DoD Form 1172-2, "Application for Identification Card/DEERS Enrollment."⁶ As stated in DoD Form 1172-2 itself, under "Principal Purpose" and "Routine Uses," the form is used "to apply for . . . DoD benefits and privileges," such as medical coverage, and to gain access to DoD facilities and computer networks." Forms 1617 and 1172-2 are, thus, different in content and used for distinct purposes. It is not surprising that the agency's form (DoD Form 1172-2) failed to capture the terms of claimant's service agreement and contained inaccurate information as it was not created for that purpose. The record contains no direct explanation for abandoning transportation agreements and using DoD Form 1172-2, but the evidence indicates that these new procedures were made pursuant to an alleged DHA policy that treated Guam as an "indefinite stay" assignment for all civilian employees. Claimant's status in Guam as an employee performing his second two-year tour and renewing for a third tour was directly at odds with this policy and ultimately stymied claimant's RAT request.

Nonetheless, the above facts do not abrogate claimant's entitlement to RAT in 2023. It is well established that a signed transportation service agreement is for the *Government's* protection. By requiring an employee to sign a written service agreement before performing RAT, the agency avoids situations where the Government pays for RAT before the employee has committed to serving the required tour. *Russell S. Chiles*, 15-1 BCA at 175,692 (citing B-147722 (Jan. 9, 1962); B-130258 (Feb. 14, 1957)).

Even the absence of a transportation service agreement will not defeat a claim for RAT when the employee has earned it. "[T]he purposes of the statute are satisfied (and the employee is entitled, as a matter of right, to reimbursement for RAT expenses) if it was clear prior to that travel that the employee intended fully to perform the new tour of duty" and later corrected "any administrative error" by signing the required agreement after returning from RAT. *Russell S. Chiles*, 15-1 BCA at 175,692; *see* B-130258. Here, not only did claimant take affirmative steps to manifest his intention to serve the required tour in exchange for RAT, but he also followed through and served the required twenty-four-month tour. Therefore, DFAS's concerns about the transportation service agreement do not preclude payment, as claimant satisfied the requirements of the statute entitling him to RAT.

⁶ DEERS stands for Defense Enrollment Eligibility Reporting System.

Non-Compliance with JTR Requirements and Missing Receipts

Where the agency and DFAS found that claimant's travel voucher did not comply with JTR requirements, we find that such instances directly stemmed from claimant's bungled travel orders and the lack of a proper transportation service agreement—neither of which invalidates claimant's request for RAT.

With regard to the agency's concern about missing receipts, we agree that the JTR require receipts for expenses in excess of \$75. JTR 010301-A; *see Kristina M.*, CBCA 7579-RELO, 23-1 BCA ¶ 38,317, at 186,067. Claimant had two expenses exceeding that threshold but failed to submit the required receipts. Claimant explained that these expenses were for taxi fare to and from the hotel and airport in Hawaii, for which he no longer has the receipts. As claimant has withdrawn these two expenses from his claim, the Board will not consider them.

Unaccompanied Dependent Travel

Claimant requested reimbursement of his daughter's return trip from Guam to Hawaii in January 2024 at the conclusion of her college's winter break.⁷ DFAS denied the claim for dependent travel due to "issues with dependent travel not aligning with authorized orders." For RAT, the regulations permit unaccompanied travel for dependents, as long as: (1) the sponsoring employee performs authorized RAT; (2) the unaccompanied dependent performs RAT within six months of the date that the employee begins RAT travel; and (3) the dependent's transportation costs do not exceed the Government's cost for transportation to the civilian employee's authorized destination. JTR 055012. The JTR, however, defines a dependent child of a civilian employee as one who is unmarried and under age 21 *at the time the civilian employee performs OCONUS tour renewal agreement travel*. JTR, Appendix A, *Dependent* (definition), at A-4; *see James A. Caughie*, CBCA 2508-RELO, 12-1 BCA ¶ 34,955, at 171,839.

Under the circumstances here, claimant's daughter was already twenty-one years old when her parents performed RAT, as well as when she traveled from Guam to Hawaii. Despite completing the student travel section and the RAT section of the agency's request for orders form, dated October 16, 2023, claimant clarified (by email dated February 21, 2025) that he sought reimbursement for his daughter's travel pursuant to RAT, not student

⁷ Claimant did not seek reimbursement for his daughter's trip from Hawaii to Guam in December 2023 because claimant used reward miles to pay for that leg of the trip. Reward miles are not reimbursable. *James A. Caughie*, 12-1 BCA at 171,840.

travel. As claimant's daughter did not meet the age requirements discussed above, she was not eligible for RAT.

Decision

For the foregoing reasons, we grant, in part, claimant's request for reimbursement of RAT. The agency shall pay to claimant \$3008.24 for his and his wife's round-trip airfare between Guam and Hawaii. We deny reimbursement for the airfare for claimant's dependent daughter's return trip from Guam to Hawaii. We dismiss, as moot, claimant's withdrawn claims for taxi fare.

Kathleen J. O'Rourke
KATHLEEN J. O'ROURKE
Board Judge