



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 30, 2026

CBCA 8704-RELO

In the Matter of TODD H.

Todd H., Claimant.

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

BEARDSLEY, Board Judge (Chair).

Claimant received written travel orders that indicated he was entitled to reimbursement of temporary quarters subsistence expenses (TQSE) when moving from his residence in Florida to his new permanent duty station in Indiana to accept a position with the Crane Army Ammunition Activity (CAAA). After claimant had incurred subsistence expenses, the agency denied his request for reimbursement of TQSE because claimant was a new appointee and statute and regulation explicitly do not allow TQSE reimbursement for new appointees. The agency's determination is correct, and we, therefore, deny this claim for TQSE.

Background

On July 28, 2025, the agency issued permanent change of station (PCS) orders to claimant to relocate from his home in Fort Pierce, Florida, to Crane, Indiana, to accept a position with CAAA. Claimant's orders were later amended to indicate that claimant was undertaking first duty travel by accepting a position with CAAA and relocating to Indiana after a break in government service. Although claimant had worked for the Government from 2017 to 2022 and again in the summer of 2023, he had not held a government position

from 2023 until he accepted this position in 2025. Both orders authorized TQSE – actual expenses.

Claimant reported for duty in Indiana on August 25, 2025. Claimant seeks reimbursement in the amount of \$4261.91 for TQSE incurred from August 21, 2025, to September 17, 2025. Claimant argues that this PCS was not his first duty assignment because he had worked for the Government in prior years. He also argued that, because his orders authorized TQSE, he took this particular job over other job offers. He also made temporary lodging and meal arrangements that he otherwise may not have made had his orders not authorized TQSE and had he understood that he would not be reimbursed. Claimant argues that he was unfairly misled into believing he was entitled to TQSE for his lodging and meals, causing him financial hardship.

Discussion

The Collective Bargaining Agreement (CBA)

Claimant was part of the CBA between CAAA and Local No. 1415 of the American Federation of Government Employees (AFGE), AFL-CIO. “[T]he grievance procedures in a [CBA] applicable to a claim of a covered federal employee shall be ‘the exclusive administrative procedures for resolving grievances which fall within its coverage.’” *Jared P. Orvek*, CBCA 6287-RELO, 21-1 BCA ¶ 37,835, 183,728 (2019) (quoting *David P. Meyer*, CBCA 6097-TRAV, 18-1 BCA ¶ 37,081, at 180,491 (quoting *James R. Davison*, CBCA 5454-TRAV, 17-1 BCA ¶ 36,890, at 179,782-83 (quoting 5 U.S.C. § 7121(a)(1) (2012))). However, the Secretary of War, in an April 9, 2026, memorandum titled “Termination of Certain Collective Bargaining Agreements in Accordance with Executive Order 14251,^[1] ‘Exclusions from Federal-Labor-Management Relations Programs,’” directed the termination of all CBAs “within 24 hours” of the issuance of the memorandum to which the Department of Defense is a party, including this CBA between CAAA and AFGE.² As a result, the CBA grievance procedure is no longer applicable to this claim, and we have the authority to decide this claim pursuant to the delegated authority of the Administrator of General Services. *See* 31 U.S.C. § 3702 (2024)(a)(3).

¹ 90 Fed. Reg. 14553 (Mar. 27, 2025).

² View the Executive Order 14251 policy implementation memorandum at: <https://media.defense.gov/2026/Apr/22/2003916740/-1/-1/1/implementation-instructions-for-the-termination-of-certain-collective-bargaining-agreements.pdf> (last visited Apr. 30, 2026).

The Claim

According to both the Federal Travel Regulation (FTR) and the Joint Travel Regulations (JTR) in effect at the time of claimant's travel, a new appointee is an employee who is returning to the Government after a break in service. 41 CFR 302.3.1(b) (2025) (FTR 302.3.1(b)); JTR 054801-B.3 (Aug. 2025). Since claimant had a break in service from 2023 to 2025, he was a new appointee when he accepted the position with CAAA and relocated to Indiana. "The fact that [claimant] was previously employed by [the Government] and was returning to federal service does not change his status as a 'new appointee.'" *Richard K. Guffey*, CBCA 5983-RELO, 18-1 BCA ¶ 37,021, at 180,281.

"[I]t is settled that new employees are entitled to limited benefits that do not include reimbursement of TQSE." *Id.* (quoting *Justin M. Kearns*, CBCA 2842-RELO, 12-2 BCA ¶ 35,065, at 172,239 (citing *William Arnold Kristapovich*, CBCA 2390-RELO, 11-2 BCA ¶ 34,826, at 171,360)). The FTR and JTR explicitly state that new appointees are not authorized to receive TQSE. 41 CFR 302.6.5(a); *see also* JTR 054801-D., tbl. 5-98. The regulations preclude the agency from providing TQSE to new appointees even if the agency's orders promised TQSE reimbursement. *Guffey*, 18-1 BCA at 180,281 (citing *Terry L. Cline*, CBCA 861-RELO, 08-1 BCA ¶ 33,736, at 167,031-32 (2007) (A new appointee cannot receive TQSE, even though the travel orders stated the employee was so entitled.)).

"[T]ravel orders which erroneously authorize relocation expenses to which a new employee is not entitled cannot create a right to reimbursement in excess of statutory and regulatory entitlements." *Richard G. Bebout*, CBCA 987-RELO, 08-1 BCA ¶ 33,814, at 167,391. "This is true regardless of whether the employee relied to his or her detriment on the erroneous orders." *Id.*; *see George S. Page*, GSBICA 15114-RELO, 00-1 BCA ¶ 30,707, at 151,696 (1999) ("the law prevents the agency from honoring commitments made in its name by officials who do not have the power to make them.") We cannot order payment of a relocation expense that is contrary to statute or regulation. *Charles M. Russell*, GSBICA 16000-RELO, 03-1 BCA ¶ 32,176, at 159,079.

Guffey, 18-1 BCA at 180,281-82. Unfortunately for claimant, he relied to his detriment on erroneous orders, but statute and regulation prevent us from ordering payment of the TQSE.

Decision

We deny the claim.

Erica S. Beardsley
ERICA S. BEARDSLEY
Board Judge