

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

July 2, 2003

GSBCA 16137-TRAV

In the Matter of REBECCA M. SANFORD

Rebecca M. Sanford, Fairfield, CA, Claimant.

Ricardo S. Garcia, Deputy Director, Systems and Procedures, Travel Pay Services, Defense Finance and Accounting Service, Indianapolis, IN, appearing for Department of Defense.

DeGRAFF, Board Judge.

According to agency guidelines regarding telework, the agency will pay for an employee to travel from her telework site to her traditional worksite if the telework site is her official duty station. Because claimant's telework site was not her official duty station, the agency's guidelines do not permit it to pay for her to travel to her traditional work site.

Background

In 2002, Rebecca M. Sanford was a civilian employee of the Department of Defense (DoD). Her permanent duty station was the United States Air Force Academy in Colorado. On March 6, 2002, Ms. Sanford and DoD entered into a telework agreement that allowed her to perform her duties in Mississippi from March 11 through May 9, 2002. The agreement referred to Mississippi as "the alternative worksite" and referred to Colorado as "the traditional worksite" and "the official duty station." The agreement stated that Ms. Sanford's official duty station for purposes such as travel was that shown on her most recent Standard Form 50, Notification of Personnel Action.

Although the telework agreement was never formally extended, Ms. Sanford continued to work in Mississippi through early October 2002. While Ms. Sanford was working in Mississippi, DoD processed several Standard Forms 50, Notification of Personnel Action. Each form shows the Air Force Academy in Colorado as her duty station.

On September 26, 2002, DoD prepared a travel authorization for Ms. Sanford. The authorization identified her permanent duty station as Columbus, Mississippi, and said the purpose of her travel was to return to the Air Force Academy. The authorization showed she

would be reimbursed for two days of per diem expenses and would receive a mileage allowance for driving her privately-owned vehicle to Colorado. Ms. Sanford drove from Mississippi to Colorado on October 3 and 4, 2002, and submitted a request for payment for mileage of 1254 miles. DoD decided to deny the claim and Ms. Sanford asked us to review DoD's decision.

Discussion

As a general rule, when an agency issues a travel authorization to an employee and authorizes a particular allowance, the agency cannot modify the travel authorization after the employee completes the travel so as to increase or decrease the allowance. There are, however, exceptions to the general rule. For instance, when the facts clearly demonstrate the travel authorization either contained an error, or erroneously or inadvertently omitted a provision that was definitely intended to be included, the agency can amend the authorization after the employee completes the travel. A travel authorization contains an error when, for example, it authorizes an allowance that is not permitted by statute or regulation. Michael R. McKee, GSBCA 14563-TRAV, 98-2 BCA ¶ 29,982; William C. Ziesenitz, GSBCA 14515-TRAV, 98-2 BCA; Andre E. Long, GSBCA 14498-TRAV, 98-1 BCA ¶ 29,731; Alice P. Pfefferkorn, GSBCA 14124-TRAV, 97-2 BCA ¶ 29,313.

Although the Federal Travel Regulation and the Joint Travel Regulations (JTR) do not mention telework, DoD has issued guidelines regarding telework and they provide as follows:

2.9 Official Duty Station.

A teleworker's official duty station for such purposes as special salary rates, locality pay adjustments, and travel, is established at Component discretion. Although the Office of Personnel Management has not issued regulations or formal guidance on determining official duty stations for employees in telework situations, OPM's "Guide to Processing Personnel Actions" (GPPA) provides guidance on documenting duty station changes.

Chapter 23 of the GPPA defines "duty station" as the "city/town, county, and State in which the employee works. For most employees, this will be the location of the employee's work site." The guide further states, "The location of an employee's work site is the location of the employee's desk or the place where the employee normally performs his or her duties." Components should make duty station determinations under telework arrangements within the framework of these GPPA citations.

In situations where a teleworker works solely from an approved alternative worksite, and the alternative worksite and the traditional worksite are not in the same locality pay area, the official duty station should be determined to be the alternative worksite. It would be contrary to the intent of the locality pay law to provide locality pay entitlements to an employee who does not actually work "within the locality" in question. To effect a change in duty station, a

supervisor must initiate a Request for Personnel Action to document the change on a Notification of Personnel Action.

2.10 Telework and Travel

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When an employee teleworks full-time from a location outside of the local commuting area of the traditional worksite, and his or her alternative worksite has been determined as his or her official duty station, management funds all work-related travel outside the employee's normal commuting area, including travel to the traditional worksite (refer to the guidance provided at 2.9 above).

Department of Defense Telework Guide at 8 of 21.

According to paragraph 2.10 of the DoD guidelines, DoD will pay for Ms. Sanford's travel to Colorado if her official duty station was Mississippi. An official duty station is the same as a permanent duty station, which is an employee's permanent work assignment location. 41 CFR 300-3.1 (2002); JTR Appendix A (Mar. 1, 2002). Whether 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 or her time. The paperwork processed by an agency is not conclusive proof of the location of an employee's permanent duty station. In determining whether an assignment to a particular duty station is temporary or permanent, we will look at the orders that directed the assignment, the duration of the assignment, and the nature of the duties performed. We will also look to see how the employee and the agency treated the assignment at the time it was made. Gerard R. Sladek, GSBCA 14145-TRAV, 98-1 BCA ¶ 29,403 (1997); John P. DeLeo, GSBCA 14042-TRAV, 97-2 BCA ¶ 29,156. As the Comptroller General explained, if an assignment is initially meant to be for a relatively short duration consistent with a legitimate temporary assignment, the nature of the assignment can continue to be temporary if the duration is extended after the employee begins performing the assignment, so long as there is a legitimate expectation that the assignment will terminate at the end of the extension period. Peter J. Dispenzirie, 62 Comp. Gen. 560 (1983); Robert E. Larrabee, 57 Comp. Gen. 147 (1977).

Based upon the facts presented here, we conclude that Colorado, not Mississippi, was Ms. Sanford's official duty station. Ms. Sanford's personnel records consistently showed Colorado as her duty station and although such paperwork is not conclusive proof of the location of her duty station, it is consistent with the remaining facts. The telework agreement referred to Colorado as Ms. Sanford's official duty station and referred to Mississippi as her alternative worksite. The agreement shows that she and DoD expected she would remain in Mississippi for approximately two months, which would have been a temporary assignment. There is nothing to show that either Ms. Sanford or DoD expected her telework arrangement in Mississippi to continue past the informal extension that was granted. Both Ms. Sanford and DoD treated the arrangement as temporary, not permanent. All of these facts support a conclusion that Colorado remained Ms. Sanford's official duty station while she was teleworking in Mississippi.

DoD's guidelines do not permit DoD to pay for Ms. Sanford to travel from Mississippi to Colorado, because Mississippi was not her official duty station. Thus, the travel authorization contained an error because it authorized the payment of travel expenses that were not allowed by DoD's guidelines. The erroneous travel authorization does not provide DoD with the authority to pay Ms. Sanford the travel allowance she claims.

The claim is denied.

MARTHA H. DeGRAFF
Board Judge