United States Department of Labor
Employees' Compensation Appeals Board

S.S., Appellant	)	
and	)	**Docket No. 25-0782**
	)	**Issued: December 3, 2025**
DEPARTMENT OF THE AIR FORCE, WRIGHT PATTERSON AIR FORCE BASE, Dayton, OH, Employer	)	

Appearances:
Appellant, pro se
Office of Solicitor, for the Director

Case Submitted on the Record

DECISION AND ORDER

Before:
ALEC J. KOROMILAS, Chief Judge
PATRICIA H. FITZGERALD, Deputy Chief Judge
JANICE B. ASKIN, Judge

JURISDICTION

On August 18, 2025 appellant filed a timely appeal from an August 7, 2025 merit decision of the Office of Workers' Compensation Programs (OWCP). Pursuant to the Federal Employees' Compensation Act[1] (FECA) and 20 C.F.R. §§ 501.2(c) and 501.3, the Board has jurisdiction over the merits of this case.

ISSUE

The issue is whether appellant has met her burden of proof to establish a traumatic injury in the performance of duty on March 11, 2025, as alleged.

FACTUAL HISTORY

On March 19, 2025 appellant, then a 33-year-old general attorney-adviser, filed a traumatic injury claim (Form CA-1) alleging that at 5:40 p.m. on March 11, 2025 she sustained a

[1] 5 U.S.C. § 8101 *et seq.*

fractured right clavicle and laceration to the right side of her head when she collided with her supervisor as they were playing volleyball in the employing establishment's intramural volleyball league while in the performance of duty. She noted that, since 2023, her department/division had organized a volleyball team to participate in the league. Appellant further noted that teams were required to be comprised of employees from the same division/unit. She contended that fellow attorneys and Office of Special Investigations (OSI) agents who regularly worked with her office participated in the league to foster and promote their working relationship. On the reverse side of the claim form, B.R., a supervisor, controverted the claim. He related that appellant was involved in employing establishment sanctioned intramural sporting event intended for office team building and morale. However, the incident occurred after appellant's scheduled work hours.

OWCP received a copy of appellant's official position description as a general attorney-adviser position and medical evidence.

In a development letter dated April 3, 2025, OWCP informed appellant of the deficiencies of her claim. It advised her of the type of factual and medical evidence needed to establish her claim and provided a questionnaire for her completion. OWCP afforded appellant 60 days to respond. In a separate development letter of even date, it requested that the employing establishment provide information regarding appellant's claim, including comments from a knowledgeable supervisor regarding whether participation in the volleyball game/league was required; whether the employing establishment provided leadership, equipment, or facilities for the activity; and whether the employing establishment derived any benefit from her participation in that activity. OWCP afforded the employing establishment 30 days to respond.

In an April 6, 2025 response to the development questionnaire, appellant explained that her injury occurred while she was engaged in recreational activity at the volleyball/basketball gym located in the employing establishment's fitness center. She further indicated that in 2023, 2024, and 2025, her office, the procurement fraud division, had organized a team to participate in the employing establishment's intramural indoor volleyball league, which typically ran each winter/spring, from March through May. Appellant noted that the volleyball game started at 5:30 p.m. and her injury occurred shortly thereafter. She further noted that her participation in the employing establishment's intramural indoor volleyball league was not mandatory. However, appellant contended that her participation was motivated by the intent to establish a closer professional relationship between employees in her office and employees in other offices whose partnership was critical to the investigation of fraud allegations. She asserted that attorneys in her office were "substantially influenced" to participate in the intramural indoor volleyball league because the employing establishment substantially benefited from strengthened interagency relationships. Appellant related that the sports program manager of the intramural volleyball league approved her office's request to include employees from OSI. She noted that her job as the acquisition fraud counsel and her office's mission were highly dependent on interagency and interagency relationships. Appellant indicated that her office regularly worked with OSI on every procurement fraud case and relied on OSI's investigative authority. She noted that she was not participating in an employing establishment physical fitness plan at the time of injury. Appellant asserted that the employing establishment derived a benefit from her participation in the intramural indoor volleyball league. She noted that the employing establishment had repeatedly recognized her participation in her annual performance review and

appraisal. In her fiscal year 2023 salary appraisal, appellant's supervisor noted that in the area of mission support her association with the volleyball team had helped to build office morale and strengthen interagency working relationships. Appellant maintained that her supervisor also expressed this sentiment to her during a January 2025 meeting, wherein they discussed her fiscal year 2024 salary appraisal. She further maintained that the close professional relationship with OSI, fostered by the intramural indoor volleyball league, had been recognized and praised by OSI leadership. On March 1, 2024, the OSI special agent in charge emailed a photograph of appellant's volleyball team and told her that the relationships she had built had benefited them professionally and personally. On July 10, 2024, appellant's supervisor informed her that the special agent in charge of OSI's procurement fraud detachment office, commented that in his 12 years of working acquisition fraud, her office and OSI had the best working relationship he had seen. He thanked appellant for her hard work and dedication to the mission and told her that it was a true pleasure to work with everyone. Appellant contended that the comments in her annual performance review and salary appraisal and those made by OSI leadership established that her participation in the intramural indoor volleyball league substantially benefited the employing establishment and was within the scope of her job responsibilities. She further contended that the employing establishment supplied the leadership, equipment, referees, and facility for the activity. Appellant noted that all intramural indoor volleyball league teams were required to be comprised of military, Department of Defense civilians, and adult dependents who work together. Further, teams/participants did not pay an entry or league fee to participate in the intramural indoor volleyball league. Appellant asserted that the employing establishment exercised complete control over the conduct of the intramural indoor volleyball league. She related that she was unable to speak about the experiences, job duties, and performance/salary appraisals of other employees in response to OWCP's question regarding whether other employees were required, persuaded, or permitted to participate in the activity. Appellant concluded that her participation in the activity did not violate any of the employing establishment's rules or regulations.

In an April 8, 2025 response to OWCP's development letter, L.V., an employing establishment representative, indicated that the indoor intramural volleyball league was arranged by the employing establishment and it was used as an opportunity to boost morale and build relationships with other agencies. She further indicated that participation in the volleyball league was completely optional. L.V. also indicated that appellant was a civilian employee, which precluded her from having a physical fitness plan, but noted that appellant was entitled to three hours of administrative leave for physical fitness purposes. She related that appellant's participation in the volleyball league helped strengthen her office's relationships with partnering agencies. Specifically, the friendships appellant made with individuals from partnering agencies during the off-duty volleyball matches carried over into the workplace by helping to build trust between agencies. L.V. maintained that all employees were invited to play volleyball and were not required to do so. She also maintained that the volleyball matches were played after normal work hours, so they did not interfere with appellant's work performance. L.V. contended that appellant's injury occurred at the employing establishment's fitness facility, but not during work hours. She noted that the employing establishment's intramural league/fitness center organized the volleyball league, scheduled games, provided the volleyball, net, and gym facilities. L.V.'s office made team shirts that each team member could purchase.

In a letter dated May 8, 2025, OWCP notified appellant that it had performed an interim review and determined that the evidence of record remained insufficient to establish her claim. It advised that she had 60 days from the April 3, 2025 letter to submit the necessary evidence. OWCP further advised that if the necessary evidence was not received during this time, it would issue a decision based on the evidence contained in the record.

Thereafter, OWCP received additional medical evidence.

By decision dated August 7, 2025, OWCP denied appellant's traumatic injury claim, finding that she was not in the performance of duty when injured on March 11, 2025.

LEGAL PRECEDENT

An employee seeking benefits under FECA[2] has the burden of proof to establish the essential elements of his or her claim, including that the individual is an employee of the United States within the meaning of FECA, that the claim was timely filed within the applicable time limitation of FECA,[3] that an injury was sustained in the performance of duty, as alleged, and that any disability or medical condition for which compensation is claimed is causally related to the employment injury.[4] These are the essential elements of each and every compensation claim, regardless of whether the claim is predicated upon a traumatic injury or an occupational disease.[5]

FECA provides for the payment of compensation for "the disability or death of an employee resulting from personal injury sustained while in the performance of duty."[6] The phrase "sustained while in the performance of duty" has been interpreted by the Board to be the equivalent of the commonly found prerequisite in workers' compensation law of "arising out of and in the course of employment."[7] The phrase "in the course of employment" is recognized as relating to the work situation, and more particularly, relating to elements of time, place, and circumstance. To arise in the course of employment, an injury must occur at a time when the employee may reasonably be said to be engaged in the master's business, at a place where he or she may reasonably be expected to be in connection with the employment, and while he or she was reasonably fulfilling the duties of his or her employment or engaged in doing something incidental thereto."[8] This alone is not sufficient to establish entitlement to benefits for

[2] *Id.*

[3] *S.B.*, Docket No. 17-1779 (issued February 7, 2018); *J.P.*, 59 ECAB 178 (2007); *Joe D. Cameron*, 41 ECAB 153 (1989).

[4] *J.M.*, Docket No. 17-0284 (issued February 7, 2018); *R.C.*, 59 ECAB 427 (2008); *James E. Chadden, Sr.*, 40 ECAB 312 (1988).

[5] *R.R.*, Docket No. 19-0048 (issued April 25, 2019); *K.M.*, Docket No. 15-1660 (issued September 16, 2016); *L.M.*, Docket No. 13-1402 (issued February 7, 2014); *Delores C. Ellyett*, 41 ECAB 992 (1990).

[6] 5 U.S.C. § 8102(a).

[7] *A.K.*, Docket No. 16-1133 (issued December 19, 2016); *Charles Crawford*, 40 ECAB 474, 476-77 (1989).

[8] *See A.S.*, Docket No. 18-1381 (issued April 8, 2019); *D.L.*, 58 ECAB 667 (2007); *Mary Keszler*, 38 ECAB 735, 739 (1987).

compensability. The concomitant requirement of an injury "arising out of the employment" must be shown, and this encompasses not only the work setting, but also a causal concept, the requirement being that the employment caused the injury.[9]

With regard to recreational or social activities, the Board has held that such activities arise in the course of employment when: (1) they occur on the premises during a lunch or recreational period as a regular incident of the employment; (2) the employing establishment, by expressly or impliedly requiring participation or by making the activity part of the service of the employee, brings the activity within the orbit of employment; or (3) the employing establishment derives substantial direct benefit from the activity beyond the intangible value of improvement in employee health and morale is common to all kinds of recreation and social life.[10]

ANALYSIS

The Board finds that appellant has met her burden of proof to establish an injury in the performance of duty on March 11, 2025, as alleged.

There is no dispute that appellant was injured on the employing establishment's premises while playing in its intramural indoor volleyball league on March 11, 2025, after her regular work hours. Appellant alleged that her participation in the volleyball game was incidental to her employment and the employing establishment derived a substantial direct benefit from her participation in the volleyball game. She maintained that her participation was motivated by the employing establishment's intent to strengthen interagency relationships between employees in her office and employees in other offices at the employing establishment, which was critical to the investigation of fraud allegations conducted by her office. Appellant noted that the employing establishment had repeatedly recognized her participation in the volleyball league during her 2023 and 2024 salary appraisals. She noted that her supervisor informed her that her participation had helped to build office morale and strengthen interagency working relationships. Appellant related that her supervisor also related to her that OSI special agents in charge commended and thanked her for building relationships, not seen in 12 years, which had benefited their offices professionally and personally and showed her hard work and dedication to the mission.

In an April 8, 2025 response to OWCP's development letter, L.V., acknowledged that the volleyball game was not only intended to raise the morale of the workforce, but also to help strengthen relationships between different agencies at the employing establishment through interaction of the participants. She specifically related that the friendships appellant made with individuals from partnering agencies during the volleyball matches carried over into the workplace by helping to build trust between different agencies. Given this direct evidence from the employing establishment, the Board finds that the evidence of record is sufficient to establish

[9] *M.T.*, Docket No. 16-0927 (issued February 13, 2017); *Vitaliy Y. Matviiv*, 57 ECAB 193 (2005); *Eugene G. Chin*, 39 ECAB 598 (1988).

[10] *See T.L.*, Docket No. 19-0805 (issued November 18, 2019); *L.B.*, Docket No. 19-0765 (issued August 20, 2019); *S.B.*, Docket No. 11-1637 (issued April 12, 2012); *Ricky A. Paylor*, 57 ECAB 568 (2006); *Kenneth B. Wright*, 44 ECAB 176 (1992).

that the employing establishment derived a substantial direct benefit from appellant's participation in the volleyball game.[11]

As such, the Board finds that appellant has established that she was within the performance of duty when injured on March 11, 2025, as alleged. Consequently, the issue is whether the incident at work caused an injury. OWCP did not adjudicate this aspect of the case as it found that appellant was not in the performance of duty. The case shall, therefore, be remanded for OWCP to determine whether appellant sustained an injury causally related to the accepted March 11, 2025 employment incident. After any further development as deemed necessary, OWCP shall issue a *de novo* decision.

CONCLUSION

The Board finds that appellant has met her burden of proof to establish that shew was in the performance of duty when injured on March 11, 2025, as alleged.

ORDER

IT IS HEREBY ORDERED THAT the August 7, 2025 decision of the Office of Workers' Compensation Programs is reversed, and the case is remanded for further proceedings consistent with this decision of the Board.

Issued: December 3, 2025
Washington, DC

Alec J. Koromilas, Chief Judge
Employees' Compensation Appeals Board

Patricia H. Fitzgerald, Deputy Chief Judge
Employees' Compensation Appeals Board

Janice B. Askin, Judge
Employees' Compensation Appeals Board

[11] *See M.H.,* Docket No. 20-1164 (issued September 6, 2023); *T.L.*, *id.*