



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 22, 2012

CBCA 2759-TRAV

In the Matter of HEATHER GREENWOOD

Heather Greenwood, Portsmouth, NH, Claimant.

James Kendall, Comptroller, Submarine Maintenance Engineering, Planning and Procurement (SUBMEPP) Activity, Department of the Navy, Portsmouth, NH , appearing for Department of the Navy.

GOODMAN, Board Judge.

The Department of Defense (DoD) has requested an advance decision from this Board under 31 U.S.C. § 3529 (2006). This Board has been asked to advise whether the claimant, Heather Greenwood, a civilian employee of DoD, may under certain circumstances receive reimbursement for lodging expenses at the rate for her place of lodging, rather than at the rate for the place to which she was sent on temporary duty (TDY).

Background

In the past, travelers who have been assigned TDY in Bremerton, Washington, have been allowed by the activity in question to stay in Seattle, Washington, the night before their return flight to the East Coast, usually to Boston, Massachusetts. Recently, travel officials were advised during a training session that allowing reimbursement for lodging under such circumstances was not allowable, citing Joint Travel Regulations (JTR) C4555-A.1, which states:

Lodging at TDY Location: Ordinarily an employee should lodge at the TDY location. If an employee obtains lodging outside the area covered by

the TDY location per diem rate for personal preference or convenience, the allowable per diem is limited to the maximum per diem rate prescribed for the TDY location.

Because lodging and per diem rates are more expensive in Seattle, the travel officials concluded, based upon this advice, that the traveler could not be reimbursed the difference in rates between Bremerton and Seattle.

Confusion resulted when agency travel officials were informed at another training session that staying in Seattle was allowable if the authorizing/order issuing official [AO] were to allow "staging," thereby allowing the traveler to lodge in Seattle at the applicable per diem rate.

The agency summarized its request for an advance decision as follows: Does the AO have the authority to allow travelers to stay in Seattle the night before their return flight and be reimbursed rates applicable to Seattle as a TDY location? If this is allowed, should Seattle be listed as a TDY location on the orders? The answers to these questions will affect Ms. Greenwood and other travelers.

Discussion

Upon receipt of the request for advance decision, the Board posed the following inquiry to the agency:

Explain why it is advantageous to the traveler and/or the agency for the traveler to spend the night in Seattle instead of TDY location in Bremerton the night before returning to the east coast. The Board is not familiar with the geography at issue and the time and method required to travel from Bremerton to the Seattle Airport.

The agency responded that travelers returning to the greater Boston area from TDY in the Bremerton area may reach Seattle/Tacoma International Airport (SEATAC) by rental car by either driving around Puget Sound (requiring one hour twenty-three minutes) or crossing Puget Sound to downtown Seattle using the Auto Ferry from Bremerton, then driving to SEATAC (a sixty minute ferry crossing and sixteen minute drive). While the driving times are estimates based upon posted speed limits, traffic congestion on these routes frequently causes significant delays, resulting in actual travel time exceeding these estimates.

The agency further explains that there is a single daily contract flight from SEATAC to Boston departing at 8:50 am. Travelers would need to arrive at the airport no later than 6:50 am in order to return their rental cars, check baggage, and arrive at the gate within the airlines' and TSA's recommended timetable for boarding domestic flights. This would require those travelers to depart their hotel in Bremerton prior to 6:00 a.m. The agency stated that departing prior to 6:00 am is not in accordance with JTR C1059 and C1060, which discourage traveling at the "unreasonable hours" between midnight and 6:00 a.m. and require travel to be scheduled in consideration of the traveler's comfort and well-being.

The allowable lodging rates for SEATAC and Bremerton are \$177 and \$77, respectively. The non-government lodging rates at SEATAC actually experience wide seasonal fluctuations.

Decision

The JTR state that a traveler should ordinarily lodge at the TDY location and do not authorize reimbursement for excess lodging costs if lodging is obtained outside the TDY area due to personal preference or convenience. Even so, the use of the term "ordinarily" suggests that there are instances when the AO would find it prudent for the traveler to obtain lodging outside the TDY location.

JTR, appendix O, T4060-A states:

The AO has broad authority to determine when TDY travel is necessary to accomplish the unit's mission, authorize travel, obligate unit travel funds, approve trip arrangements, and authorize travel expenses incurred ICW [in connection with] that mission and IAW [in accordance with] the . . . JTR.

Under the circumstances described by the agency, we believe that the AO has the authority to approve reimbursement for the traveler's lodging in Seattle, outside the TDY area, for the evening before departure. This would alleviate the possibility of substantial delay caused by unpredictable traffic conditions and assure that the traveler boarded the scheduled flight back to her permanent duty station without traveling in a rental car during unreasonable hours as defined in the JTR. These arrangements are to protect the traveler's comfort and well-being, as required by the JTR, and are not based upon the traveler's personal preference or convenience. The AO need not designate Seattle as the TDY location for the last day of travel.

ALLAN H. GOODMAN
Board Judge