



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

August 17, 2015

CBCA 4669-TRAV

In the Matter of STEPHEN L. CRAWFORD and KRISTA MARTIN

Stephen L. Crawford, Westerly, RI, and Krista Martin, Narragansett, RI, Claimants.

Adam J. Macksoud, Comptroller, Naval Undersea Warfare Center Division, Department of the Navy, Newport, RI, appearing for Department of the Navy.

KULLBERG, Board Judge.

Claimants, Stephen L. Crawford and Krista Martin, seek reimbursement for expenses that they incurred due to weather-related delays after returning from temporary duty (TDY) in Australia. The agency, the Department of the Navy (Navy), contends that the claimants took annual leave after completing their TDY in Australia, and any additional travel expenses were their responsibility. For the reasons stated below, the claim is denied.

Background

Mr. Crawford and Ms. Martin were issued TDY orders to travel on or about February 6, 2015, from their permanent duty station (PDS) in Newport, Rhode Island, to Adelaide, South Australia, Australia. They were also authorized annual leave while in Australia. The remarks section of the TDY orders provided the following:

Traveler is taking a delay in return on 21 February at no additional cost to the govt. Traveler will complete TDY in Adelaide on Friday 13 February (and move forward to Sydney) and would normally fly back on Saturday 14

February. Traveler is taking a delay in return on 21 February at no additional cost to the govt.

Claimants' return flight to Providence, Rhode Island was scheduled to depart Sydney at 2:30 p.m., on Saturday, February 21, 2015, with stops in San Francisco, California, and Newark, New Jersey, and arrive in Providence at 11:30 p.m.¹ They arrived in San Francisco on time. Their departure from San Francisco was delayed because of a snowstorm that was affecting air travel in both Newark and Providence, and after boarding their flight for Newark, they learned that their flight to Providence had been canceled. They arrived in Newark at around 11:45 p.m. Shortly after their arrival in Newark, they learned that the next available flight would depart the next day, February 22, 2015, and arrive in Providence at 11:25 p.m. They decided not to take the flight to Providence, and, instead, returned the next day in a rental car.

Upon returning to their PDS, Mr. Crawford and Ms. Martin submitted their TDY claims, which included their additional expenses due to their delayed return. Mr. Crawford claimed \$365.62 for the cost of staying at a hotel in Newark, the rental car, tolls, and meals and incidental expenses (M&IE). Ms. Martin claimed \$193.83, which included the cost of her hotel room and M&IE. After the Navy denied their claims for those additional travel expenses, Mr. Crawford and Ms. Martin filed their claims with the Board.

Discussion

The issue in this matter is whether claimants, by taking leave after completing their TDY, are entitled to the additional travel expenses that they incurred because of a snowstorm that delayed their return. The Federal Travel Regulation (FTR), which applies to claimants, states the following:

What is my liability if, for personal convenience, I travel by an indirect route or interrupt travel by a direct route?

Your reimbursement will be limited to the cost of travel by a direct route or on an uninterrupted basis. You will be responsible for any additional costs.

FTR 301-10.8 (41 CFR 301-10.8 (2014)). The Joint Travel Regulations (JTR), which also apply to claimants, state the following:

¹ The combined duration of the three flights was in excess of twenty hours.

When, for personal reasons (including leave), an employee does not return immediately to the PDS after TDY, the employee is authorized per diem for the time between when the employee reasonably could have left the TDY point and arrived at the PDS.

JTR 4020-B.6.a. Under those provisions of the FTR and JTR, claimants are only entitled to reimbursement for the expense of returning by a direct and uninterrupted route, and their reimbursement is based upon their returning as scheduled without allowance for any delays or relying on an alternate means of transportation. Consequently, the added expense of staying overnight in Newark and returning by rental car exceeded the allowable expense of a return by an uninterrupted and direct route, and those expenses are not reimbursable.

Claimants contend that they acted prudently and that “during the weekend of February 14th, New England experienced an even larger winter storm . . . [that] created delays and cancellations, including what would have been our flight from San Francisco to Newark.” It is well established, however, that an employee cannot “increase the liability of the Government to cover unanticipated additional expenses which resulted from his election to postpone his return travel in order to take annual leave.” *To Authorized Certifying Officer, Bureau of Mines, United States Department of the Interior*, B-160278 (Dec. 23, 1966) (employee took leave after completing TDY and the return to his PDS was then delayed by a strike). In the case of a claimant who took leave after completing TDY and was delayed in returning to his PDS because of a snowstorm, the General Services Board of Contract Appeals (GSBCA) stated the following:

The unanticipated additional travel expenses incurred by this employee were in one sense the result of a severe snowstorm, something clearly beyond the control of the employee. If the employee had not chosen to prolong his trip to New Orleans for personal reasons, however, he would not have been in the predicament of having the trip further delayed by the storm. In other words, Mr. Otto put himself in the position in which the storm affected his travel. The fact that he acted reasonably in returning home as soon as possible, after the storm hit, does not affect the result. By the time the problem arose, Mr. Otto was traveling on his own time, not the Government's. He must bear the financial consequences.

Phillip V. Otto, GSBCA 16192-TRAV, 04-1 BCA ¶ 32,429, at 160,486 (2003). While it is true that claimants had no control over the weather, their inability to return to their PDS as scheduled was the result of taking leave after completing their TDY and departing a week later. The issue of whether claimants may have encountered similar delays had they not taken leave and returned a week earlier is not relevant because the above-cited FTR and JTR

provisions and precedent place the risk of the added expense of delay on the traveler who takes leave in conjunction with TDY. Although claimants may have acted prudently under the circumstances they encountered after arriving in Newark, they were traveling on their own time, and they are not entitled to reimbursement of their additional travel expenses.²

Decision

The claim is denied.

H. CHUCK KULLBERG
Board Judge

² The Navy has represented that the unused portion of claimants' airline tickets may be reimbursed. The claims in this matter do not include reimbursement for those amounts. The Board's decision in this matter, consequently, does not affect the Navy's decision whether to reimburse claimants for unused airfare.