



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 5, 2017

CBCA 5488-TRAV

In the Matter of GARY F. SWAGART

Gary F. Swagart, Gulfport, MS, Claimant.

Thomas Lowry and Tange Drake, Office of the Chief Financial Officer, Federal Emergency Management Agency, Department of Homeland Security, Washington, DC, appearing for Department of Homeland Security.

BEARDSLEY, Board Judge.

Claimant, Gary F. Swagart, a reservist for the Federal Emergency Management Agency (FEMA), challenges FEMA's denial of reimbursement for lodging expenses incurred on February 12-14, 2016.

Mr. Swagart was on official travel in Springfield, Missouri, when he chose to leave the temporary duty (TDY) location over the Washington's Birthday holiday weekend in February 2016. Claimant left the TDY location after work on Friday, February 12, 2016, to fly to Mississippi to join his wife. Claimant returned to Missouri on Monday, February 15, 2016, a federal holiday. During claimant's trip to Mississippi, he did not check out of his hotel room in Missouri because he wanted to leave his belongings and food in the room. Claimant did not ask the hotel to store his items or inquire whether a room would be available upon his return if he checked out of his room.

Claimant requested reimbursement in the amount of \$177 for the cost of his Missouri hotel room for February 12 through 14. FEMA denied Mr. Swagart's request because he incurred lodging costs for a room he did not occupy. FEMA based its decision on the prudent traveler rule, which states that "[the traveler] must exercise the same care in

incurring expenses that a prudent person would exercise if traveling on personal business.” 41 CFR 2.3 (2015) (FTR 301-2.3); DHS Financial Management Policy Manual § 7.1, at 2; FEMA Travel Policy Manual, 2-2.A.2, at 6 and 4-2.A.2, at 36 (2015). The agency did agree, however, that claimant was entitled to reimbursement for meals and incidental expenses (M&IE) at a non-reduced rate from February 12 through February 15 because, “although [he] left the TDY location, [he] still remained in travel status.”¹

Discussion

Claimant voluntarily traveled to Mississippi from his TDY location after work on Friday and returned to the TDY location on Monday, a Federal holiday. In February 2016, Crawfordville, Florida, not Mississippi, was claimant’s residence of record (ROR).²

In accordance with the Federal Travel Regulation (FTR), the Board previously decided that “[a]n employee who, instead of traveling home on non-work days, travels to a different location, is considered to be still on TDY.” *Bradley P. Bugger*, CBCA 555-TRAV, 07-1 BCA ¶ 33,579 (citing *Frank A. Condino*, GSBCA 16365-TRAV, 04-02 BCA ¶ 32,682, and FTR 301-11.21). FTR 301-11.21 states:

Will I be reimbursed for per diem or actual expenses on leave or non-workdays (weekend, legal Federal Government holiday, or other scheduled non-workdays) while I am on official travel?

¹ It is the understanding of the Board that FEMA did not deny payment for M&IE for February 12 through February 15 or for claimant’s lodging costs for February 15, 2016; therefore, there is no issue related to those payments before the Board.

² ROR is defined as “[a] traveler’s home address as it appears in the FEMA Payroll system. The Residence of Record for a FEMA Reservist is his/her PDS [permanent duty station].” FEMA Travel Policy Manual, Appendix D, at 145 (2015). The PDS is defined as “[t]he primary address at which an employee works. For FEMA Reservists, their ROR is considered their PDS.” FEMA Travel Policy Manual, Appendix D, at 146 (2015). Claimant indicated that he had closed on a home in Gulfport, Mississippi, on February 8, 2016. If claimant’s ROR were determined to be Gulfport, Mississippi, instead of Florida, as of February 12, 2016, claimant would be entitled to per diem and transportation costs for the travel days to and from the TDY site, limited to the amount of TDY to which he was allowed had he remained at the TDY location. FTR 301-11.24; FEMA Travel Policy Manual, 2-2.F.4.a, at 12 (2015); *Frank S. Nagy*, B-237358 (Feb. 12, 1990); *Charlotte M. Duncan*, B-233527 (July 26, 1989).

(a) In general, you will be reimbursed as long as your travel status requires your stay to include a non-workday, (e.g., if you are on travel through Friday and again starting Monday you will be reimbursed for Saturday and Sunday), however, your agency should determine the most cost effective situation (*i.e.*, remaining in a travel status and paying per diem or actual expenses or permitting your return to your official station).

Claimant's travel status allowed for lodging and per diem reimbursement for non-workdays. Claimant remained in a travel status when he voluntarily traveled to Mississippi over the holiday weekend. While claimant could have claimed the cost of his lodging in Mississippi up to the maximum amount allowed at the TDY location, claimant also asked to be paid for the costs of his hotel at the TDY location. When an employee on temporary duty has no choice but to incur dual lodging expenses, the employee can be reimbursed for both lodging costs. *Milton J. Olsen*, 60 Comp. Gen. 630 (1981). Before lodging costs at the first location can be reimbursed, however, the agency must determine that the employee acted reasonably and for reasons beyond his control in continuing to incur lodging costs at the first location. *Id.*

Claimant has not demonstrated that he acted reasonably and for reasons beyond his control when he did not check out of his hotel at the TDY location. Moreover, he took no steps to minimize his lodging costs at the TDY location, such as inquiring as to whether he could have returned to his hotel and stored his items if he had checked out of his hotel room. Similarly, in *Marianne Price*, GSBCA 15482-TRAV, 02-1 BCA ¶ 31,682 (2001), the General Services Board of Contract Appeals (GSBCA) denied claimant's requested reimbursement for lodging costs at two locations because the reason for incurring the cost of dual lodgings was not beyond her control. The employee had failed to minimize her lodging expenses or inquire whether she could have returned to quarters and stored her belongings. The GSBCA also held that failure to minimize lodging costs in a dual lodging situation violated the prudent traveler rule. *Id.* "[F]ederal civilian employees traveling on official business must exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business." *Id.*; *Jonathan Jay Rittle*, CBCA 3245-TRAV, 13 BCA ¶ 35,406 (citing *Carleton Bulkin*, CBCA 1511-TRAV, 09-2 BCA ¶ 34,143, and *James M. Cunningham*, CBCA 1106-RELO, 08-2 BCA ¶ 33,944). In *Marilu Casillas*, GSBCA 15321-TRAV, 01-1 BCA ¶ 31,187 (2000), the GSBCA granted claimant's requested reimbursement for lodging at the TDY location while she returned home because the claimant incurred the TDY lodging costs for reasons beyond her control (*i.e.*, she determined that the cost of lodging would substantially increase if she had to check out of her lodging when she took trips home). In this case, however, there is no evidence that the lodging costs incurred at the TDY location during claimant's weekend trip were beyond his control.

The agency determined that claimant's decision to keep his hotel room at the TDY location while he traveled to Mississippi and his failure to take steps to minimize his lodging costs were not reasonable, prudent, or beyond claimant's control. We agree and conclude that the agency's decision to reimburse claimant only for his M&IE for the non-workdays and to deny reimbursement for his hotel room at the TDY location was not arbitrary, capricious, or contrary to law.

Decision

For the foregoing reasons, the agency's denial of reimbursement for claimant's hotel room costs in Missouri for February 12, 13, and 14 was in accordance with the regulations.

ERICA S. BEARDSLEY
Board Judge