



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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May 2, 2019

CBCA 5998-TRAV

In the Matter of NORLIN M. ULAD

Norlin M. Ulad, FPO Area Pacific, Claimant.

Connie J. Rabel, Director, Travel Functional Area, Enterprise Solutions and Standards, Defense Finance and Accounting Service, Indianapolis, IN, appearing for Department of Defense.

**KULLBERG**, Board Judge.

Claimant, Norlin M. Ulad, seeks review of the agency's denial of his claim for reimbursement of the cost of air travel that he incurred while on temporary duty (TDY). The agency, the Defense Finance and Accounting Service (DFAS), contends that Mr. Ulad's TDY orders directed him to travel from Rijeka, Croatia, to Norfolk, Virginia, but Mr. Ulad, instead, traveled to San Diego, California. For the reasons stated below, the Board finds that Mr. Ulad is entitled to reimbursement for airfare up to the constructive amount for air travel to Norfolk, and the Board remands this matter to the agency to determine the amount of reimbursement.

Background

On March 3, 2017, the Military Sealift Command (MSC) issued TDY orders to repatriate Mr. Ulad from the USS Mount Whitney, Rijeka, Croatia, to the Customer Service Unit (CSU) East, Norfolk, Virginia. The orders provided for a TDY period of approximately two days. Additionally, Mr. Ulad's TDY orders stated that he was "[a]uthorized to procure commercial transportation subject to [reimbursement] not to exceed Government rate from

Zagreb, Croatia to Norfolk, VA \$1500.” In conjunction with his TDY, Mr. Ulad took leave for thirty days, and he traveled to Naples, Italy, and from there, he traveled to the Philippines and returned to Naples.

At his own expense, Mr. Ulad purchased an airline ticket to travel from Naples to San Diego, California. He arrived in San Diego, on April 30, 2017, and he attended training at the CSU West in San Diego. Mr. Ulad has represented that attendance at that training was required for future assignments and was not available at CSU East. It appears from the record that Mr. Ulad requested that his TDY orders be amended, but his orders remained unchanged. At the conclusion of the course, he remained in San Diego to await his next assignment.

On May 24, 2017, Mr. Ulad submitted his TDY claim for the cost of his airfare from Naples to San Diego, which was \$1115.11.<sup>1</sup> MSC denied reimbursement of Mr. Ulad’s claim for airfare. In an email to MSC dated October 10, 2017, Mr. Ulad represented that he was only seeking “reimbursement for the cost of commercial air transportation from Rijeka, Croatia to Norfolk, VA not to exceed what it would have cost the [Government] had they purchased the ticket.” Mr. Ulad subsequently filed his claim with the Board.

### Discussion

The issue in this matter is the extent to which Mr. Ulad is entitled to reimbursement for his airfare even though he traveled to a different destination than the one shown on his orders. The Federal Travel Regulation (FTR), which applies to Mr. Ulad, provides that an employee “must travel to [his or her] destination by the usually traveled route unless [his or her] agency authorizes or approves a different route as officially necessary.” 41 CFR 301-10.7 (2016) (FTR 301-10.7). Additionally, the FTR 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.

*Id.* 301-10.8. The Joint Travel Regulations (JTR), which also apply to Mr. Ulad, provide that “[e]xcess costs, circuitous routes, delays or luxury accommodations that are unnecessary or

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<sup>1</sup> Mr. Ulad paid for his airline ticket in Euros and converted that amount to dollars in his travel claim.

unjustified are the traveler's financial responsibility." JTR 2000-C. Also, the JTR states that "[w]hen Gov't/Gov't procured air transportation is not available, reimbursement for transportation used must not exceed the policy constructed airfare . . . available for scheduled commercial air service over the usually traveled direct route between the origin and destination." *Id.* 3050-C.1.

This Board has held that an employee is limited to reimbursement of the constructive cost of travel when that employee travels to a location different than that shown on his TDY orders. *Robert F. Teclaw*, CBCA 1572-TRAV, 09-2 BCA ¶ 34,166, at 168,904 (employee returned to Indianapolis, Indiana, instead of Washington, D.C.) The Board stated the following:

[FTR] 301-10.7 . . . limit[s] agency liability for the costs of employee travel to those incurred on the usually traveled route or another route authorized by the agency as officially necessary. If an employee chooses for reasons of personal preference to travel by a route different from the one authorized by his agency, [FTR] 301-10.8 prescribes how expenses will be allocated: the agency will provide reimbursement up to the cost of travel by a direct route or on an uninterrupted basis, and the employee will absorb any additional expenses he incurs. In other words . . . "the relevant provisions of the FTR . . . strictly limit[] reimbursement for [temporary duty travel] to the constructive cost of a round trip originating and ending at the [permanent duty station] even if the travel orders authorized departure from and/or return to another location to accommodate the personal circumstances of the traveler."

*Id.* (quoting *Robert O. Jacob*, CBCA 471-TRAV, 07-1 BCA ¶ 33,530, at 166,110).

Although Mr. Ulad traveled to San Diego instead of Norfolk as set forth in his TDY orders, he is still entitled to reimbursement for his airfare up to the constructive cost of travel from Croatia to Norfolk. DFAS has not shown any legal basis for denial of reimbursement for the entire amount of Mr. Ulad's airfare. Accordingly, Mr. Ulad is entitled to reimbursement for his airfare up to the constructive cost of such travel from Croatia to Norfolk. The amount of Mr. Ulad's reimbursement will be determined upon remand of this matter to the agency.

Decision

The claim is granted. This matter is remanded to the agency to determine the amount of reimbursement consistent with this decision.

*H. Chuck Kullberg*  
H. CHUCK KULLBERG  
Board Judge