



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

February 18, 2022

CBCA 7214-RELO

In the Matter of DAVID A.

David A., Claimant.

Jenny Bender, Team Lead, Civilian Permanent Duty Travel Section, Air Force Installation and Mission Support Center, Department of the Air Force, Ellsworth Air Force Base, SD, appearing for Department of the Air Force.

ZISCHKAU, Board Judge.

Claimant, David A., disputes the denial of his claim for the following relocation expenses: (1) excess baggage fees, (2) lodging at the port of departure, and (3) lodging at the destination port. We grant claimant's request for reimbursement for excess baggage fees and deny the remainder of his claim.

Background

In June 2021, after accepting a permanent change of station (PCS), claimant and his spouse relocated from outside the continental United States (OCONUS) to his new permanent duty station (PDS) within the continental United States (CONUS). The initial order, issued December 4, 2020, authorized shipment of household goods (HHGs), transportation of claimant and his spouse, and per diem for claimant. Three amended relocation orders were subsequently issued. The second amended relocation order authorized circuitous travel but warned that claimant was responsible for any excess costs:

[Claimant is] authorized circuitous travel from [the old PDS] and final destination to [the new PDS] for personal reasons subject to the employee paying excess transportation costs between the port serving the authorized

point of origin and the port serving the new PDS. More costly unjustified circuitous travel (e.g., personal travel detours from the usually traveled route) is the traveler's financial responsibility. (IAW JTR, CH 1 010103, CH 5, Part F, 053804(D)).

The third amended relocation order authorized per diem for claimant's spouse and miscellaneous expenses.

Claimant did not book flights through Delta Airlines as instructed by the travel management company (TMC) but instead booked flights through United Airlines. Claimant paid excess baggage fees for two bags at ninety euros each for the United flights and maintains he should be reimbursed for a portion of that cost because the Delta flights would have charged eighty-five euros per excess bag.

Prior to departing from the OCONUS airport at 10:45 a.m. local time on June 21, 2021 (via the non-TMC approved flight), claimant and his spouse spent the night of June 20 at a local hotel, the total cost of which was \$256.67. Additionally, upon arriving at the CONUS airport on June 21, 2021, at approximately 1:00 p.m. local time, claimant and his spouse spent the night of June 21 at a local hotel for a total cost of \$237.59. The original travel itinerary from the TMC did not include any cost of lodging at either the departure port or the destination port.

Claimant has filed a claim with the Board because he believes he is entitled to be reimbursed for both nights of lodging as well as excess baggage fees.

Discussion

Claimant is a civilian member of the Air Force and therefore subject to the provisions of both the Federal Travel Regulation (FTR) and the Joint Travel Regulations (JTR). *Shelia D. Bacon*, CBCA 4339-RELO, 15-1 BCA ¶ 36,014. The FTR "governs the payment of travel and relocation expenses to federal employees, limiting reimbursement of travel costs to what is 'necessary to accomplish [the agency's] mission in the most economical and efficient manner.'" *Scott A. Winterrowd*, CBCA 6680-RELO, 20-1 BCA ¶ 37,684 (quoting 41 CFR 301-70.1(a) (2018)).

Lodging for two nights (CONUS and OCONUS)

The FTR sets forth the requirement that employees must use their agency's travel management services/company for their travel arrangements. 41 CFR 301-50.3 (2020) (FTR 301-50.3) ("if you are an employee of an agency as defined in § 301-1.1 of this chapter, you must use the E-Gov Travel Service when your agency makes it available to you. Until then,

you must use your agency's existing Travel Management Service (TMS) to make your travel arrangements").¹ Additionally, employees "are responsible for expenses over the reimbursement limits established in this chapter. [The] agency will not pay for excess costs resulting from circuitous routes, delays, or luxury accommodations or services unnecessary or unjustified in the performance of official business." FTR 301-2.4.

Claimant's circuitous travel was authorized in the second amended relocation order, in which claimant was also warned he would be responsible for any excess costs resulting from that circuitous travel. The amendment in box 5 specifically cited to two JTR provisions. JTR 010103 (June 2021) states in relevant part: "The traveler is financially responsible for excess costs, circuitous routes, delays, or luxury accommodations that are unnecessary or unjustified." JTR 053804-D additionally provides that "[w]hen a civilian employee, at personal expense and convenience, performs PCS travel OCONUS over an indirect route, he or she is authorized reimbursement limited to the amount authorized for the direct route between the old PDS and new PDS."

Furthermore, the Board has consistently held that "[e]mployees who deviate from the direct route and travel on a circuitous route for personal reasons are only eligible for the constructive costs of the direct route." *Winterrowd*; see *J. Jacob Levenson*, CBCA 5418-TRAV, 17-1 BCA ¶ 36,732. Here, the constructive cost was listed in the voucher and did not include any costs related to port lodging but rather specifically noted that port lodging was not reimbursable.

In the agency's October 2021 response to claimant's request for review, it noted that "the port lodging that was claimed was an added expense that normally would not have been incurred." Subsequently, the agency maintains that "because employee used an indirect route, even though the cost is the same as the direct route for the airfare, the route that was provided [by the TMC] did not have any overnight stops," thus rendering any port lodging not reimbursable. Claimant's assertion that his circuitous travel merely resulted in a minor deviation from the route provided by the TMC is immaterial.

¹ The FTR does allow for exceptions to this requirement, but none apply to the case at issue. See FTR 301-50.3 (the agency may grant an exception to the required use of TMS/ETS under FTR 301-50.4 (exceptions of: (1) unreasonable burden on mission accomplishment (emergency travel or disability accommodations); (2) compromise of national security interest; or (3) life would otherwise be endangered (witness protection or threatened law enforcement officer)) or FTR 301-73.104 (allowing for agency-wide exception)).

We agree with the agency that because claimant's travel orders excluded reimbursement for port lodging and claimant did not book his flights through the TMC, as required by both the FTR and the JTR, claimant is responsible for all excess costs resulting from the indirect travel, including the costs of both nights of lodging.

Excess Baggage Fees

Claimant alleges that he is due excess baggage fees because he paid 180 euros for excess baggage on the non-TMC-approved United flights and alleges that the TMC-approved Delta flights would have covered an excess baggage fee of eighty-five euros per person. Under FTR 301-12.2, fees charged for excess checked baggage may be reimbursed as miscellaneous expenses. The section provides that an agency is authorized to pay:

(a) Transportation charges for authorized excess;

.....

(d) All fees pertaining to the first checked bag. In addition, charges related to the second and subsequent bags may be reimbursed when the agency determines those expenses [are] necessary and in the interest of the Government (*see* §§ 301-70.300, 301-70.301).

So long as "excess accompanied baggage" is authorized, reimbursement is appropriate. *Aaron C. Rutland*, CBCA 6572-RELO, 20-1 BCA ¶ 37,516. Here, claimant's orders expressly stated: "Employee and dependents are authorized a maximum of 2 checked bags (accompanied and/or excess) at the maximum weight and size allowed per bag by the servicing transportation carrier."

In responding to claimant's travel voucher, the agency noted in the "Remarks" section that "[e]xcess baggage and port lodging [are] not reimbursable as travel is limited to constructive cost." The voucher noted that the total constructive cost was \$1720.80, and that claimant had been reimbursed a total of \$1552.03. Subsequent emails between claimant and the travel office further show that the travel office advised claimant that "excess baggage is not payable when circuitous travel is authorized." The travel office cited JTR 053804-D as justification for this assertion presumably because the provision lists what costs are justifiable when circuitous (or indirect) travel is authorized, and excess baggage is not included in that list. We do not agree that this JTR provision can be interpreted as nullifying FTR 301-12.2, which permits an agency to authorize reimbursement of excess baggage.

In addition, "[a]s a general rule, once travel is authorized, the employee's right to reimbursement of travel costs vests as the travel is performed, and 'valid travel orders cannot

be revoked or modified retroactively, after the travel is completed, to decrease rights that have already become fixed.” *Rutland* (quoting *Shamika S. Rice*, CBCA 6028-TRAV, 18-1 BCA ¶ 37,150). When, as here, “a civilian employee, at personal expense and convenience, performs PCS travel OCONUS over an indirect route, he or she is authorized reimbursement limited to the amount authorized for the direct route between the old PDS and new PDS.” JTR 053804-D. Therefore, claimant is entitled to reimbursement for the excess baggage as authorized in the travel orders but is responsible for the difference between the cost for excess baggage on the United flights and the Delta flights. Claimant has submitted the requisite receipt for excess baggage, which states he paid a total of 180 euros, or \$214.61 after conversion. Because claimant’s travel orders authorized reimbursement for excess baggage fees at eighty-five euros per bag, claimant is entitled to reimbursement for a total of 170 euros, or \$202.68.

Decision

We grant claimant’s request for reimbursement for excess baggage fees for a total of \$202.68, and deny the remainder of the claim.

Jonathan D. Zischkau
JONATHAN D. ZISCHKAU
Board Judge