



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

January 8, 2026

CBCA 8368-TRAV

In the Matter of ERIC S.

Eric S., Claimant.

Bonnie L. Petree, Lead Senior Accountant, Office of the Comptroller, Naval Air Warfare Center Aircraft Division, Department of the Navy, Patuxent River, MD, appearing for Department of the Navy.

RUSSELL, Board Judge.

Claimant, a civilian employee of the Department of the Navy (agency), challenges the agency's decision denying him reimbursement for per diem (lodging costs and meals and incidental expenses (M&IE)), which he argues were properly incurred during overnight stays in Boston on his way to, and returning from, a temporary duty assignment (TDY) in the Middle East. Claimant argues that the agency should reimburse him the disputed amount which, according to claimant, was less than the amount he would have otherwise incurred taking a direct flight to and from his TDY location. Notwithstanding that claimant's authorization includes a per diem allowance in Boston for both legs of his travel, the agency nevertheless argues that claimant is not entitled to reimbursement for costs he incurred for his overnight stays in Boston because claimant had no TDY in Boston and, further, the stays there do not qualify as permissible en route rest stops under the Joint Travel Regulations (JTR). However, because claimant's overnight stays in Boston could instead be construed as permissible stopovers under these same regulations, we grant the claim.

Background

On or around December 4, 2024, claimant began making travel arrangements for his trip to the TDY location. On December 18, the agency approved the first of two travel authorizations. On January 13, 2025, two days before claimant started his TDY, the agency

approved the second travel authorization. The first travel authorization did not include stops in Boston, but the second one showed per diem overnight stays in Boston going to and returning from the TDY location.

On Thursday, January 16, 2025, claimant traveled from Philadelphia International Airport (PHL), leaving at approximately 9:05 p.m. and arriving at Boston Logan International Airport (Logan) at approximately 10:26 p.m. He stayed at a hotel overnight in Boston, departing Logan on Friday, January 17, at about 7:30 a.m. and arriving at Heathrow Airport (Heathrow) in London at around 6:55 p.m. He then traveled from Heathrow, leaving at 10:10 p.m., and arrived at the TDY location at about 7:25 a.m. on Saturday, January 18. The total travel time from PHL to the TDY location, including the overnight stay in Boston and the layover at Heathrow, was about twenty-six hours. Claimant then started his TDY on Sunday, January 19. Claimant departed the TDY location on Thursday, January 23, at about 9:15 a.m., had an approximately five-hour layover at Heathrow, and then traveled to Logan, arriving there that same day at around 9:55 p.m. Claimant stayed at a hotel in Boston on the night of January 23 and took a flight to PHL on Friday, January 24, arriving in Philadelphia at about 7:37 a.m. The total travel time from the TDY location to PHL, inclusive of the layover at Heathrow and the overnight stay in Boston, was about twenty-seven hours. According to the agency's response to the claim, claimant did not have to report to work on January 24.

Email correspondence between claimant and a travel help desk agent (travel agent) reflects that claimant's travel was flagged by the agency. In a February 12, 2025, email to the travel agent after his TDY, claimant explained that the airports from which he routinely travels are PHL, which he prefers, and Newark International Airport (Newark), his alternate. He noted that Newark had a flight to the TDY location on his planned departure day but had no flights on his planned return day. He also noted that he needed to depart from and return to the same airport since he was parking his privately-owned vehicle at the airport. Claimant explained that PHL had suitable flights (presumably ones not requiring stays in Boston) but at double the cost and that John F. Kennedy International Airport (JFK) did not seem to offer better routing. On February 12, the travel agent responded, explaining that the primary reason claimant's travel voucher was flagged was due to the lodging in Boston "which would have not been needed had [claimant taken] a more direct flight with less layover time." Notice of Claim at 21. The travel agent referenced possible flights to and from both JFK and Newark, costing about \$1479. These flights would have taken about fifteen hours of travel each way with a two-hour layover in London. Claimant, however, stated that no such flights were available when he made his travel arrangements. Claimant's flights cost a total of approximately \$1841.

Claimant avers that, consistent with JTR 010103-A (Jan. 2025), which requires travelers to use the "least expensive mode of transportation," he booked the least expensive

flights available to arrive in the TDY location on January 18, 2025, with the intent of starting work on Sunday, January 19, the beginning of the work week in the TDY location. He argues that, because Logan closes its terminals overnight and presumably because his flights arrived late at Logan on January 16 (10:26 p.m.) and January 23 (9:55 p.m.), he opted for an overnight stay at a hotel near the airport in Boston on these nights. He disputes the agency's denial of \$565.18 in reimbursement for his lodging expenses for the overnight stays in Boston on January 16 (\$181.46) and January 23 (\$199.72) and his M&IE (\$184) for those dates. Claimant argues that more direct flights would have been more expensive than the travel costs that he incurred, including his overnight stays in Boston.

The agency argues that it properly denied claimant's request for reimbursement for the outbound lodging in Boston on January 16, 2025, because there was no TDY in Boston and claimant's stay in Boston did not qualify as an en route rest stop. The agency similarly argues that it properly denied claimant's reimbursement for lodging for his overnight stay in Boston on Thursday, January 23, 2025 (with a return to Philadelphia the following day), as this stay also did not qualify as an en route rest stop. The agency also notes that claimant did not have to report to work on Friday, January 24. The agency adds that, “[i]t seem[ed] that travel entitlements [were] being granted when circumstances [did] not permit.” Agency's Response to Board's Order at 1. The agency also seems to argue that the travel order itself, i.e., the order allowing for the stops in Boston, is in conflict with the JTR. *Id.* at 2. In the agency's response to the Board's order for additional clarification on this claim, the agency notes that “[a] travel order may only contain authority for travel and transportation allowances provided within the JTR. If there is a conflict between a travel order and the JTR, the JTR prevails.” *Id.*

Discussion

In reviewing this claim, the Board relies on both the Federal Travel Regulation (FTR) and the JTR because claimant is a civilian employee of the Department of the Navy. *Samuel W.*, CBCA 7038-RELO, 21-1 BCA ¶ 37,818, at 183,642. While the FTR takes precedence in the event of a conflict, *Ira E.*, CBCA 6881-RELO, 21-1 BCA ¶ 37,855, at 183,824, we nevertheless look to and apply both here.

A. Claimant's Stops in Boston Do Not Qualify As En Route Rest Stops

The agency argues that claimant's stops in Boston were impermissible because he had no TDY there nor would they qualify as en route rest stops. Claimant does not dispute that he had no TDY in Boston nor, actually, does he argue that his travels either to or from his TDY required rest in this city. The agency's position seems to be that the overnight stays should be considered in the context of the provisions on en route rest stops under the JTR, perhaps because these provisions are seemingly the “best fit” for the circumstances at issue

here, i.e., an overnight stay at a hotel near an airport where there is a connecting flight on the way to or returning from a TDY location. *See* JTR 020202; *see also* 41 CFR 301-11.20 (2024) (FTR 301-11.20) (FTR provision discussing rest periods).

Regarding rest stops under the FTR, an agency has discretion to “authorize a rest period not in excess of 24 hours at either an intermediate point or at [the employee’s] destination when: (1) [e]ither [the employee’s] origin or destination is OCONUS; (2) [the employee’s] scheduled flight time, including stopovers, exceeds 14 hours; (3) [t]ravel is by a direct or usually traveled route; and (4) [t]ravel is by coach or premium economy class.” FTR 301-11.20(a); *see also* *Frank A. Balish*, CBCA 5862-TRAV, 18-1 BCA ¶ 36,991, at 180,156. Similarly, under the JTR, the agency may “authorize or approve a TDY rest point or an en route rest stop when the flight exceeds 14 hours, the travel is to or from a location OCONUS, and travel is by coach-class service.” JTR 020202.

The JTR also provides that, in determining whether to authorize or approve a rest stop, the agency must look at “each case individually taking into account both funding and mission needs.” JTR 020202. The Board has clarified on multiple occasions that such provisions authorize, but do not compel, the agency to permit en route rest stops or rest periods while traveling. *David B. Teed*, CBCA 6380-TRAV, 19-1 BCA ¶ 37,453, at 181,986-87. Among other factors, the agency will approve an en route rest stop when travel involves a flight “over 14 hours by a usually traveled route” inclusive of “scheduled flight time, stopovers, and plane changes.” JTR 020202, tbl. 2-1.3.e. However, “flight length alone is not sufficient justification to authorize or approve an en route rest stop. The TDY mission must be so unexpected that the traveler was unable to schedule a flight arriving the day prior to allow rest before work and the travel authorization must clearly state when the TDY travel was identified and when travel reservations were made.” *Id.*, *tbl. 2-1.3.e.**. Further, en route rest stops are not authorized “on return travel to [the traveler’s Permanent Duty Station] unless [the] traveler is required to return to work without resting.” JTR 020202, *tbl. 2-1.4.d.*

The agency might have an argument that claimant’s overnight stays in Boston would not qualify as en route rest stops. First, as noted above, flight length alone is not determinative as to whether the cost for an en route rest stop will be reimbursed. Second, the stop at Heathrow, not Logan, could reasonably be construed as the “intermediate point” of his travels. Third, claimant’s trip to his TDY location had to be “so unexpected that [he] was unable to schedule a flight arriving the day prior to allow [him to] rest before work.” JTR 020202, *tbl. 2-1.3.e.**. There is nothing in the record evidencing that claimant’s travel was “unexpected.” To the contrary, claimant started to make his travel arrangements on or around December 4, 2024, almost six weeks prior to (and well in advance of) his TDY, which began on January 19, 2025. Further, claimant arrived at his TDY location during the morning of January 18, the day before starting his TDY, which, under the JTR, would eliminate any need for an en route rest stop traveling to the TDY location. *Id.*

As with his trip to the TDY location, claimant cannot show, on the return trip, that his overnight stay in Boston (and related M&IE) are consistent with JTR requirements for a reimbursable en route rest stop. Under the JTR, among other factors, claimant needed to show that the overnight stay in Boston was justified because he needed to report to work on the day of his arrival in Philadelphia. However, the record shows that claimant was not required to work on January 24, 2025, which would eliminate the need for any en route rest stop in Boston on his return from TDY. Thus, the agency's determination that claimant's overnight stays in Boston are not permissible en route rest stops is reasonable. However, as explained below, under the JTR, these stops can instead be more appropriately and accurately characterized as "stopovers," not en route rest stops, a finding which supports granting this claim.

B. Claimant's Overnight Stays in Boston Are Permissible Stopovers

The agency seems to assert that the travel authorization itself, which provided for the stays in Boston, was in conflict with the JTR's provisions regarding en route rest stops and, thus, claimant's request for reimbursement of expenses related to the stays was appropriately denied. Agency's Response to Board Order at 1. In considering the agency's argument, we first note that "no provision of the FTR" – which takes precedence over the JTR – "supports a retroactive withdrawal of a valid travel authorization." *Rhonda M. Sprenger*, CBCA 5990-RELO, 18-1 BCA ¶ 37,175, at 180,946. As the Board stated in *Renee Cobb*:

Once travel is authorized, the traveling employees' 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 been fixed.

CBCA 5020-TRAV, 16-1 BCA ¶ 36,240, at 176,819.

The limited exceptions to the above-stated rule which allow for amendment or revocation of a travel authorization are cases where the authorization is "erroneous on [its] face; in conflict with a law, regulation, or agency instruction; or contrary to the agency's definite intention when the orders were issued." *Mustak Y. Keval*, CBCA 3349-RELO, 14-1 BCA ¶ 35,490, at 173,991. None of these exceptions apply here.

Although the JTR includes provisions regarding en route rest stops as discussed above, it also includes provisions for stopovers or stopover points. The JTR, in a separate section from the one discussing en route rest stops, states:

B. Reimbursement at Stopover Points. A stopover point is necessary when travel is for more than 1 day. That generally means that lodging is required.

Lodging at the stopover point does not include sleeping in the transportation terminal. Per diem at a stopover point is based on the locality per diem rate.

JTR 020310-B.

The JTR does not include a provision defining “en route rest stops” and “stopovers” as the same, nor does it state that the two terms are used interchangeably within the regulations. Given the absence of such a definition in the applicable, approximately 560-page JTR, we will not assume that the two terms mean the same thing. One online dictionary, the Cambridge Dictionary, defines “stopover” as “a short stay in a place that you make while you are on a longer trip to somewhere else.”¹ Thus, claimant’s overnight stays in Boston both outbound to, and returning from, his TDY location are more aptly characterized as stopovers, at least as that term can reasonably be defined (particularly given the absence of a definition in the JTR and the requirement that the travel must be for more than one day). On both legs of his travels, each more than twenty-four hours in length, claimant arrived late into Logan and departed the same during the early morning of the following day. On his way to his TDY, claimant arrived at Logan (from PHL) at 10:26 p.m. on January 16, 2025, and, on the following day, took a 7:30 a.m. flight to Heathrow. Returning from his TDY, claimant arrived at Logan from Heathrow at 9:55 p.m. on January 23 and, on the following day, took a flight to PHL, arriving there at 7:37 a.m. Thus, we find that the primary reason for both of claimant’s overnight stays in Boston was to continue on a connecting flight the following day, not to rest from long or extended travel.² Such

¹ *Cambridge Advanced Learner’s Dictionary & Thesaurus*, “stopover,” <https://dictionary.cambridge.org/us/dictionary/english/stopover> (last visited Jan. 5, 2026).

² Claimant states that Logan closes its terminals overnight so he could not have stayed there to wait for his connecting flight. The Massport website actually states that Logan operates twenty-four hours per day and that there is no nighttime curfew at the airport. *See* <https://www.massport.com/environment/noise-abatement/logan-airport/faqs> (last visited Jan. 5, 2026). However, in or around June 2024, Massachusetts implemented a policy banning sleeping overnight at Logan to address the increased number of migrant families sleeping there. *See* <https://www.mass.gov/news/healey-driscoll-administration-announces-new-plan-for-families-overnighting-at-logan-airport-effective-july-9> (last visited Jan. 5, 2026). According to one source, the sleeping ban does not apply to passengers with delayed flights, cancellations, etc., who continue to be accommodated in the terminals. <https://www.wbur.org/news/2024/07/09/logan-airport-sleeping-homeless-families-newsletter>. (last visited Jan. 5, 2026). Regardless of whether Logan closes its terminals to passengers at night as claimant asserts, our finding remains the same. Under the JTR, claimant’s overnight stays in Boston are properly characterized as “stopovers.”

stopovers are not precluded by the JTR. To the contrary, we find that, pursuant to JTR 020310-B, the stopovers are permissible.

Additionally, the record does not reflect that claimant's travel costs were unreasonable. Indeed, the agency's primary reason for flagging claimant's voucher was not due to costs but the lodging in Boston. After claimant's TDY, the agency did note potential flights that claimant could have taken costing about \$1431, but claimant stated that the flights were not available when he was making his travel arrangements. Importantly, the record shows that claimant considered a number of possible flights to ensure that his travel arrangements were reasonable given flight availability. Thus, we cannot find that claimant's travel authorization was erroneous on its face or contrary to regulation, nor is there any evidence suggesting that the travel authorization was contrary to the agency's definite intention when approved.

Decision

For the foregoing reasons, the claim is granted.

Beverly M. Russell

BEVERLY M. RUSSELL

Board Judge