



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 28, 2017

CBCA 5650-RELO

In the Matter of JOANNE H. MAURICE

Joanne H. Maurice, Arlington, VA, Claimant.

David Van Steenburg, Headquarters Air Force Personnel Center, Joint Base San Antonio-Randolph, TX, appearing for Department of the Air Force.

DANIELS, Board Judge (Chairman).

Preparatory to a transfer from Ohio to Arlington, Virginia, Department of the Air Force employee Joanne H. Maurice made an authorized househunting trip in February 2015. Unfortunately, on the date of her scheduled return flight to Ohio, a massive storm caused airlines to cancel many flights, including the one on which Ms. Maurice was booked. She had to spend an extra day-and-a-half at Reagan National Airport awaiting a flight home. Ms. Maurice believes that the Air Force should reimburse her for the additional expenses she incurred due to the storm-caused delay. The agency maintains that it may not do so.

The Air Force is correct.

Under the Defense Department's Joint Travel Regulations (JTR), an employee who is authorized househunting expenses as a relocation benefit may elect either the lodging-plus method or the lump sum method for the calculation of subsistence expenses. If an employee like Ms. Maurice who travels without a spouse chooses the former method, she will receive "[t]he standard CONUS [continental United States] per diem rate . . . for up to 10 calendar days between the old and new [permanent duty station]." If the employee chooses the latter method, she will receive the applicable per diem rate for the destination locality multiplied by five. JTR 5884-B; *see also* the similar Federal Travel Regulation provision at 41 CFR 302-5.13 (2014).

Before Ms. Maurice embarked on her househunting trip, the Air Force provided to her a briefing regarding relocation allowances. The briefing listed these two alternatives and cautioned, “once [an] employee has elected [a] method of reimbursement, the election is irrevocable.” She elected to be reimbursed under the lump sum method, and her election was reflected in her travel orders.

As we have noted many times, legal rights and liabilities with regard to travel expenses vest when the travel is performed, and valid travel orders may not be revoked or modified retroactively unless there was an error on the face of the orders or the orders were clearly in conflict with a statute, regulation, or agency instruction. *E.g.*, *Douglas W. Morris*, CBCA 5574-TRAV, 17-1 BCA ¶ 36,664; *Inez J. Kelly*, CBCA 4814-TRAV, 16-1 BCA ¶ 36,456; *Jeffrey E. Koontz*, CBCA 3251-TRAV, 13 BCA ¶ 35,318. Ms. Maurice now believes that her choice of the lump sum method was a mistake, and wishes that she had been given better guidance before making the decision, but she does not deny having made it. That choice precludes her from receiving any additional subsistence expenses for her househunting trip.

As the Air Force suggests in responding to this claim – contrary to the views of agency personnel who processed the claim – even if the employee had elected the lodging-plus method, she could not be reimbursed for the additional costs she incurred due to the delay in her return flight to Ohio. This is because her scheduled flight was on the tenth day of her househunting trip, and government responsibility for the costs of such a trip extends no longer than ten days. The regulations do not allow for any exceptions to the ten-day limitation.

Consequently, Ms. Maurice’s claim is denied.

STEPHEN M. DANIELS
Board Judge