



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

October 27, 2016

CBCA 5442-TRAV

In the Matter of THOMAS L. NORTH

Thomas L. North, Portland, OR, Claimant.

Anne M. Schmitt-Shoemaker, Deputy Director, Finance Center, Army Corps of Engineers, Millington, TN, appearing for Department of the Army.

O'ROURKE, Board Judge.

Claimant, Thomas L. North, a civilian employee with the Army Corps of Engineers, requests reimbursement for a rental car upgrade fee he incurred while traveling on official government business. Because claimant lacked authorization for the upgrade (even if claimant was unaware of the charge), we deny the claim.

Background

Claimant traveled on official government business from May 16 - 19, 2016, from his permanent duty station in Portland, Oregon, to a temporary duty (TDY) location in Baltimore, Maryland. His travel orders authorized the use of a "non four-wheel drive" rental vehicle during the TDY, so he rented a vehicle on May 16, 2016. According to claimant, he requested a compact car, signed the rental agreement, and picked up the vehicle.

The rental agreement, which is between claimant and the rental company, shows an "X" and the word "AGREED" in capital letters next to the phrase "agreed upon upgrade at \$10.00 per day." There are no initials or signature on the corresponding line, or on any other line reflecting incurred charges, such as the estimated total charges or the fuel rates charged by the rental company if the gas tank is not full upon return of the vehicle. Each line contains the same letter "X" and the word "AGREED" next to it. In addition, the word "DECLINED" appears next to a number of optional products and services. Claimant's signature is at the bottom of the rental agreement shortly after the statement "I agree the charges listed above

are estimates and that I have reviewed and agreed to all notices and terms here and in the rental jacket.”

When claimant turned in the vehicle on May 19, 2016, the cost of the rental car was charged to his government travel charge card (GTCC), and the rental company provided claimant with a receipt. Consistent with the terms of the rental agreement, the rental receipt reflected an “agreed upon upgrade at \$10.00 per day” under the vehicle charges section. He subsequently filed a travel voucher for reimbursement of his travel expenses, including the total rental car fee, which the Army fully paid.

During an audit of the travel documents, the Army concluded it overpaid claimant by \$30 due to an unauthorized upgrade of the rental vehicle. The Army notified claimant of the overpayment by letter dated July 13, 2016, with instructions for repayment of the debt. Claimant disputed the debt and requested the Army refrain from collecting it. The Army denied his request. Claimant now seeks the Board’s review of the denial.

Discussion

The Joint Travel Regulations (JTR) identify a compact car as the standard vehicle for TDY travel unless mission requirements support a size upgrade. JTR 3330-C.2. This is consistent with the Federal Travel Regulation’s mandate to limit authorization and payment of travel expenses to travel that is necessary to accomplish the mission in the most economical and effective manner. 41 CFR 301-70.1(a) (2015). The JTR lists various circumstances as permissible justifications for renting a larger-sized vehicle. Federal employees seeking reimbursement for such an upgrade must obtain approval prior to commencing travel. *Theodore T. McHugh*, CBCA 3864-TRAV, 15-1 BCA ¶ 35,846 (2014).

In this case, claimant does not dispute his obligation to rent a compact car, and in fact, maintains that he requested a compact car during the rental process. Rather, he claims that the vehicle upgrade was done without his knowledge or permission. Claimant presented a copy of the rental agreement and pointed out that he did not sign or initial on the line next to the upgrade charge—an action he believes would have demonstrated knowledge of the charge in a way that the “X” and the word “AGREED” in capital letters next to the phrase “agreed upon upgrade at \$10.00 per day” would *not* have done. We are not persuaded by this argument.

Board decisions have routinely upheld the principle that federal civilian employees traveling on official business must exercise the same care in incurring expenses that a prudent person would exercise if traveling at personal expense. *Jonathan Jay Rittle*, CBCA 3245-TRAV, 13 BCA ¶ 35,406 (citing *Carleton Bulkin*, CBCA 1511-TRAV, 09-2 BCA ¶

34,143). The terms of the rental agreement are clear, and none of those terms are initialed or signed individually. Furthermore, claimant's signature at the bottom of the agreement attests to the review of, and signifies concurrence with, the charges listed in the rental agreement. To the extent that claimant denies ever agreeing to the upgrade—despite the clear terms of the agreement and his signature on it—claimant's dispute is with the rental company, not the Army.

Decision

Claimant's request for reimbursement is denied.

KATHLEEN J. O'ROURKE
Board Judge