



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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October 18, 2019

CBCA 6380-TRAV

In the Matter of DAVID B. TEED

David B. Teed, Poulsbo, WA, Claimant.

Kara Greenberg, Deputy General Counsel, Defense Security Cooperation Agency, Department of Defense, Washington, DC, appearing for Department of Defense.

**DRUMMOND**, Board Judge.

Claimant, David B. Teed, an employee of the Department of Defense, challenges his employer's partial denial of his request for reimbursement of expenses related to temporary duty (TDY) travel in 2018. For the reasons explained below, we deny the claim.

Background

In April 2018, claimant was issued TDY orders to travel from his home in Poulsbo, Washington, to training in Indianapolis, Indiana, and ultimately to Afghanistan before returning to Seattle, Washington. His orders did not provide for TDY at any other location. After returning from TDY, claimant submitted a claim for his travel expenses. The agency denied reimbursement of expenses totaling \$4454.17 (\$1042.71 for expenses which the agency deemed improper for reimbursement and \$3411.46 for expenses which the agency deemed reimbursable upon submission of proper documentation).

Beginning with those expenses that the agency identified as improper for reimbursement, prior to two different flights from Seattle to Indianapolis (April 21 and July 14, 2018), claimant chose to stay at hotels near the airport to avoid the early morning drive from his home in Poulsbo. Claimant represents that he lives approximately seventy miles from the airport and believed he would need to depart his home at 4:30 a.m. to arrive

timely for his flights. The agency counters by stating that claimant's residence is less than two hours from the airport and that his flights were scheduled for 9:59 a.m. departures. He incurred expenses totaling \$501.43 for these two hotel stays, reimbursement of which the agency disallowed as not authorized by his orders and not approved rest periods. In addition, claimant sought reimbursement for an April 22, 2018, hotel reservation in Indianapolis that he did fail to cancel. This resulted in a no-show hotel fee of \$106.95, which the agency disallowed.

In preparation for his duties in Afghanistan, claimant shipped personal items to his TDY location. This cost was \$207.33, reimbursement of which the agency disallowed. En route to Afghanistan, claimant flew to Kuwait City, Kuwait, in July 2018 but was unable to continue his trip to Afghanistan because he lacked proper clearance to board his military flight. He was informed that he would have to return to the United States to obtain necessary clearance to book passage to Afghanistan. Awaiting his flight back to the United States, claimant asserts that he was unable to stay at the government quarters available at Camp Arifjan due to a lack of dining facilities at the base. He chose instead to stay in a hotel near the airport in Kuwait City (July 18, 2018). He incurred a hotel expense of \$227, which the agency disallowed.

Finally, claimant incurred a list of other expenses totaling \$3411.46 that the agency identified as reimbursable subject to receipt of further documentation. This includes taxi fares on July 13 and 20, 2018 (respectively \$170 and \$230); airfare to Indianapolis on July 14, 2018 (\$1623.20); airfare to Kuwait City on July 16, 2018 (\$1121.50); and lodging costs in Indianapolis on July 16 and 17, 2018 (respectively \$139.23 and \$127.53). Claimant asserts that he submitted receipts for all of these expenses, but the agency states that it never received them.

### Discussion

In reviewing claimant's claim, we rely on both the Federal Travel Regulation (FTR) and the Joint Travel Regulations (JTR). The FTR limits the agency's reimbursement of travel costs to what is "necessary to accomplish [the agency's] mission in the most economical and effective manner." 41 CFR 301-70.1(a) (2018) (FTR 301-70.1(a)). The JTR only applies inasmuch as it does not conflict with the FTR. *Michael P. Strand*, 18-1 BCA ¶ 36,993, at 180,160.

### Expenses Identified as Improper for Reimbursement (Totaling \$1042.71)

Claimant argues that pursuant to paragraph 020202 of the JTR he is entitled to \$225.17 for lodging costs for April 21, 2018, and \$276.26 for lodging costs and taxes for

July 14, 2018. Claimant's argument is not persuasive. The FTR gives the agency discretion to grant a rest period while traveling when the origin or destination is (1) outside the continental United States (OCONUS); (2) flight time, including stopovers, exceeds fourteen hours; (3) travel is by a direct or usually traveled route; and (4) travel is by coach class service. FTR 301-11.1. The JTR contains language similar to the FTR. JTR 020202. The JTR authorizes the agency to approve such an expense on a case-by-case basis, taking into account the associated cost and mission needs. 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. *Frank A. Balish*, CBCA 6073-TRAV, 19-1 BCA ¶ 37,369, at 181,693 (2018); *Patrick Mangan*, CBCA 1788-TRAV, 10-2 BCA ¶ 34,464, at 170,025. "When a regulation calls for the exercise of discretion by an agency, the agency's determination will not be overturned in the absence of abuse of that discretion." *David R. Ferguson*, CBCA 2193-TRAV, 11-1 BCA ¶ 34,691, at 170,852. Here, claimant has represented that he believed he needed to depart his home at 4:30 a.m. to arrive timely for his flights. The agency has represented that claimant's home is less than two hours from the airport and there was no reason why he needed to depart his home before 6:00 a.m. for flights scheduled to depart at 9:59 a.m. Regardless of these contentions, however, the agency simply did not authorize reimbursement of these hotel expenses. There is no statute or regulation that required it to do so. While one could argue that the July 14, 2018, hotel meets the requirements of the FTR and JTR, the decision ultimately resides within the agency's discretion, which it has exercised without evidence of abuse. *See Daniel Motamed*, CBCA 3885-TRAV, 14-1 BCA ¶ 35,753, at 174,959; *Dane Hanson*, CBCA 2666-TRAV, 12-2 BCA ¶ 35,071, at 172,266-67. These hotel arrangements were based on claimant's personal preference or convenience and were not authorized in claimant's travel orders. The agency properly disallowed reimbursement of these expenses.

Regarding the no-show lodging cost in Indianapolis (April 22, 2018), the FTR requires travelers to "exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business." FTR 301-2.3. Under Board precedent, a traveler may be reimbursed for no-show hotel fees "where the lodgings were not used because of unforeseen circumstances, so long as the employees have exercised reasonable prudence." *Geepy Pe*, CBCA 5031-TRAV, 16-1 BCA ¶ 36,331, at 177,121. Additionally, the JTR places the responsibility upon the traveler to cancel room reservations. JTR 020303. Although claimant argues that he was unaware of this reservation, it was reflected in his original travel orders. Therefore, claimant did have notice of this reservation, and he was responsible for cancelling it in a timely manner to avoid the no-show cost. Claimant failed to verify his hotel reservations, as a prudent person would while traveling on personal business. For these reasons, the agency properly disallowed reimbursement of this expense.

As for the shipping of personal items from Poulsbo to claimant's TDY location, the FTR only provides guidance in the context of relocations. FTR 302-7.1. Under the JTR, a civilian employee is eligible for reimbursement of shipping of personal items if on TDY for thirty-one days or more. JTR 020505. The language of the JTR gives the agency discretion to grant or deny such requests. *Id.* (“*may* be authorized or approved” (emphasis added)). The agency's program office preemptively decided not to cover the cost of the shipment of personal items for TDY associated with the program, which was within its discretion to do. There is no evidence that the agency abused its discretion in disallowing reimbursement of this expense. The decision here was proper.

Regarding the overnight stay in Kuwait City (July 18, 2018), the JTR provides that a “civilian employee ordered to a U.S. installation must use adequate and available Government quarters.” JTR 020303-B.2. Government quarters that are deficient in a single or easily correctable way are not inadequate unless that deficiency represents “essential building system requirements.” *Benny G. Mitchell*, GSBCA 13801-TRAV, et al., 97-1 BCA ¶ 28,940, at 144,210 (finding government quarters inadequate with defective plumbing, cockroaches in the bathroom, peeling and flaking paint, and loose window panes). Here, claimant has merely asserted that Camp Arifjan lacked dining facilities. This is insufficient to establish entitlement. *See Renee Cobb*, CBCA 5020-TRAV, 16-1 BCA ¶ 36,240, at 176,819 (“Claimant has the burden of proof and must establish all elements of [his] claim.” (quoting *Amy Andress*, CBCA 757-TRAV, 07-2 BCA ¶ 33,636, at 166,585)). Therefore, the agency decision to disallow reimbursement of this expense was proper.

#### Expenses Identified as Reimbursable Subsequent to Receipt of Further Documentation (Totaling \$3411.46)

Claimant disputes the disallowance of the following expenses that the agency identified as reimbursable subsequent to receipt of further documentation: taxi fees on July 13 and 20, 2018 (respectively \$170 and \$230), airfare to Indianapolis on July 14, 2018 (\$1623.20), airfare to Kuwait City on July 16, 2018 (\$1121.50), and lodging costs in Indianapolis on July 16 and 17, 2018 (respectively \$139.23 and \$127.53). The agency has the right to request such documentation and may properly decline to reimburse claimant until he produces the documentation. *See* FTR 301-11.25 (receipts required for lodging and authorized expenses over \$75). If a traveler is unable to furnish the necessary receipts, however, he or she must “provide a reason *acceptable* to [the] agency explaining why” this is the case. *Id.* (emphasis added). The JTR parallels the FTR's receipt requirements. JTR 010301. Here, claimant asserts that he submitted receipts for these expenses. In response, the agency asserts that it has no receipts from claimant documenting the alleged expenses. The burden of proof is on claimant to establish the liability of the agency and his right to payment. *Tanya L. Gogue*, CBCA 6353-TRAV, 19-1 BCA ¶ 37,341, at 181,596; *Lonnie G.*

*Jabour*, CBCA 5664-RELO, 17-1 BCA ¶ 36,765, at 179,165. Claimant has failed to meet his burden in response to the agency's inquiries with regard to his travel voucher. He has offered no evidence the costs claimed were actually incurred. Absent such proof, we uphold the agency's conclusion that these costs are not supported by credible evidence, and therefore not reimbursable.

Decision

For the above-mentioned reasons, the claim is denied.

*Jerome M. Drummond*  
JEROME M. DRUMMOND  
Board Judge