



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 11, 2025

CBCA 8249-TRAV

In the Matter of LEEZA R.

Leeza R., Claimant.

Micah Bennett, Office of the Assistant Chief Counsel, Customs and Border Protection, Department of Homeland Security, Indianapolis, IN, appearing for Department of Homeland Security.

BEARDSLEY, Board Judge (Chair).

Claimant seeks reimbursement from the United States Department of Homeland Security, Customs and Border Protection (CBP) for mileage costs for her privately owned vehicle (POV) that she used to commute to and from her temporary duty (TDY) worksite instead of using the authorized shared rental car. We find that CBP owes claimant the mileage costs for commuting between her hotel and the TDY worksite, not to exceed the constructive cost of a shared rental car.

Background

Claimant works as an agent for CBP. On November 28, 2022, claimant traveled on TDY orders from Arizona to Texas to assist in handling an immigration surge. Claimant's TDY orders were extended through January 27, 2023, for a total of fifty working days. Claimant was authorized to fly to the TDY location but chose to drive her POV instead. Claimant was also authorized to use a shared rental car to commute to the TDY worksite from her hotel. CBP stated that "instead of authorizing POV expenses at the TDY location, [CBP] authorized expenses for a shared rental car to be used to transport multiple [a]gents." In claimant's orders, the agency indicated that "if you choose to get a rental car there is a 1 car to 2 agent ratio" and noted that the "[r]ental car is responsible for helping with getting

other agents to the work site based on location and shift[.]” The agency stated in several different written communications that claimant was not authorized to claim POV mileage for travel between the TDY worksite and her hotel. Claimant nonetheless drove her POV to and from her hotel and the TDY worksite, approximately 20 miles each way. There is no indication that she attempted to rent a car or share her commute with another agent.

The agency denied reimbursement for claimant’s POV mileage to and from the worksite and the hotel since claimant was supposed to share a rental car and the commute with another agent. For her daily commute between the hotel and the TDY worksite, claimant seeks reimbursement of \$1250 in mileage costs using a rate of \$0.625 per mile for forty miles each day for fifty days.

Discussion

Claimant is covered by a collective bargaining agreement (CBA) between the National Border Patrol Council and CBP. CBP argues that the Board does not have authority to decide this dispute because the CBA grievance procedures are the exclusive procedure for resolving travel expense disputes. The CBA, however, expressly authorizes this Board to decide claimant’s travel expense dispute.

Although a CBA’s “[grievance] procedures shall be the exclusive administrative procedures for resolving grievances which fall within its coverage,” a CBA “may exclude any matter from the application of the grievance procedures which are provided for in the agreement.” 5 U.S.C. § 7121(a)(1) (2018); *see also, e.g., Heather D.*, CBCA 7477-RELO, 23-1 BCA ¶ 38,261, at 185,790. Here, article 33 of claimant’s CBA, titled “Grievance Procedures,” states that “[t]he negotiated grievance procedure shall be the exclusive procedure available to the Union and employees in the unit for resolving grievances which fall within its coverage, except as specifically provided herein.” Claimant’s CBA defines a grievance as “a complaint either by a unit employee concerning his or her conditions of employment, or by the Union in its own behalf concerning conditions of employment of any employee.” The Board has held that “language making the grievance procedures applicable to a disagreement involving the interpretation of any law, rule, or regulation affecting ‘conditions of employment’ subsumes travel and relocation expenses unless the [CBA] specifically provides otherwise.” *Tiffany M. Washington*, CBCA 4879-RELO, 16-1 BCA ¶ 36,280, at 176,938 (citations omitted). However, claimant’s CBA, section M of article 26, titled “Travel and Per Diem,” states:

Disputes over what expenses are reimbursable may **only** be grieved or appealed by presenting such claim in the following steps: (1) An appeal will be sent to [the] Civilian Board of Contract Appeals [CBCA] pursuant to 31 U.S.C. 3702(a)(3), 48 CFR 6104.402. Claims should be filed with the

Office of the Clerk of the Board. The Board's mailing address is: 1800 F Street, NW, Washington, DC 20405. The Board is located at: 1800 M Street, NW, 6th Floor, Washington, DC 20036. The Clerk's telephone number is: (202) 606-8800. The Clerk's facsimile machine number is: (202) 606-0019. The Clerk's email address for receipt of filings is: cbca.efile@cbca.gov. The Board's working hours are 8:00 a.m. to 4:30 p.m., Eastern Time, on each day other than a Saturday, Sunday, or federal holiday.

(Emphasis added). This section of claimant's CBA specifically and exclusively provides for the CBCA to resolve claimant's travel expense dispute instead of requiring claimant to use the CBA's grievance procedure in article 33. We, therefore, have authority to decide the merits of the claim. *See Todd Chandler*, CBCA 3593-TRAV, 14-1 BCA ¶ 35,536, at 174,137-38 (finding that an exception in the CBA to the grievance procedure gave the CBCA authority to decide the travel dispute).

Turning to the merits of the claim, claimant is a federal civilian employee and is therefore subject to the Federal Travel Regulation (FTR). *Aydin C.*, CBCA 7493-TRAV, 22-1 BCA ¶ 38,233, at 185,664. When an employee chooses to use a POV, instead of the authorized method of transportation, here a shared rental car, the FTR provides:

What will I be reimbursed if I am authorized to use common carrier transportation or a rental vehicle and I use a POV instead?

You will be reimbursed the applicable POV rate on a mileage basis, plus per diem, not to exceed the total constructive cost of the authorized method of common carrier transportation plus per diem. Your agency must determine the constructive cost of transportation and per diem by common carrier under the rules in § 301-10.310.

41 CFR 301-10.309 (2022) (FTR 301-10.309). FTR 301-70.105(a) provides additional guidance on how agencies should proceed if an employee elects to use a POV:

May we prohibit an employee from using a POV on official travel?

No, but if the employee elects to use a POV instead of an alternative form of transportation you authorize, you must:

(a) Limit reimbursement to the constructive cost of the authorized method of transportation, which is the sum of per diem and transportation expenses the employee would reasonably have incurred when traveling by the authorized method of transportation[.]

FTR 301-70.105.

What will I be reimbursed if I am authorized to use a special conveyance and I use a POV instead?

You will be reimbursed the mileage cost for the use of your POV, and additional expenses such as parking fees, bridge, road and tunnel fees, not to exceed the constructive cost of the special conveyance.

FTR 301-10.402. A special conveyance includes a “[c]ommercial rental automobile.” FTR 301-10.400.

CBP argues that it “permissibly did not include the cost of the rental car at the TDY location in its constructive-cost calculation because the rental car at the TDY location was to be shared by multiple [a]gents, not used only by a single [a]gent, which means that [claimant] would not ‘reasonably have incurred’ such expenses for her individual travel.” CBP additionally notes that there is no record of claimant requesting to share a car with other agents.

Claimant was authorized to share a rental car to commute to and from the TDY worksite but chose to drive her POV instead. Here, the agency must reimburse claimant for the mileage cost of using her POV, not to exceed the constructive cost of a shared rental car. CBP shall determine claimant’s constructive cost for a shared rental car commuting between claimant’s TDY worksite and her hotel from November 28, 2022, to January 27, 2023, by calculating claimant’s half of the rental car and fuel costs that she and another agent “would reasonably have incurred” traveling together under the authorized “1 car to 2 agent ratio.” If the constructive cost of the shared rental car is less than the mileage cost of commuting by POV, claimant only receives that limited amount.

Decision

Claimant is entitled to either her POV mileage costs or half of the constructive cost of the rental car, whichever amount is less.

Erica S. Beardsley
ERICA S. BEARDSLEY
Board Judge