UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

September 1, 2026

CBCA 8826-TRAV

In the Matter of DENNIS T.

Dennis T., Claimant.

Bradley A. Wayland, Assistant Federal Security Director, Mission Support, Transportation Security Administration, Department of Homeland Security, Anchorage, AK, appearing for Department of Homeland Security.

NEWSOM, Board Judge.

Claimant, Dennis T., challenges the decision of the Transportation Security Administration (TSA) to reduce his meal allowance during official travel to account for the value of meals provided by his hotel. Claimant contends that the hotel meals were complimentary; therefore, TSA should not have deducted the value of the meals from his subsistence allowance. We conclude that the hotel meals were funded through the hotel room rates, which TSA paid; thus, the meals were not complimentary. However, we note that the regulations grant discretion to TSA to reimburse an employee for additional meals in exactly the circumstances presented here.

Background

Claimant performs his official duties at an airport in a remote region of Alaska, close to the Arctic Ocean. The region has little or no permanent population. The predominant industry in the area relates to petroleum, and these operations are staffed primarily by a rotating, transient workforce. Workers typically fly to the area and stay in local hotels during periods of work, then return home. Because of the sparse population, the area does not offer restaurants or grocery stores. With sparse food options, a local practice has evolved whereby hotels provide all meals to their lodgers.

Claimant is a transient TSA worker. To serve the local airport, TSA staff, including claimant, work on a rotating schedule. TSA staff fly to the location and typically work fourteen days on duty, then fly home and have fourteen days off. The TSA staff stay in a local hotel during their duty period. The hotel provides hot meals three times per day to its lodgers and offers grab-and-go food throughout the day, every day, all day. The hotel does not charge its lodgers extra for the meals, but non-lodgers who wish to eat at that hotel must pay for the food.

TSA approved claimant's travel authorization on December 29, 2025, for temporary duty (TDY) travel to the remote Alaskan area from January 8 to January 19, 2026. TSA authorized an allowance for meals and incidental expenses (M&IE) but at a reduced rate. Rather than authorize the full per diem rate, TSA authorized a meal per diem of $29 for claimant's non-travel days. According to claimant, the full per diem would have been $143 daily, so the reduction was significant. Claimant asserts that he repeatedly requested TSA to approve the full per diem, but TSA refused. TSA argues that, because claimant gets meals from his hotel, TSA is required to reduce claimant's meal per diem to account for the value of the hotel meals.

Discussion

Federal employees on official travel away from their duty stations for more than twelve hours are generally eligible for the MI&E allowance. 41 CFR 301-11.1 (2025).[1] However, when "meals are provided either by the Government or included in [a] registration fee," then "employees must adjust the amount reimbursed by deducting the appropriate amount." *Id.* at -11.21. The purpose is to ensure that the Government does not pay twice for the same meal, first by providing the meal, such as through a registration fee, and again by reimbursing the employee for that same meal. *See Paul R. Danley*, CBCA 2123-TRAV, 11-1 BCA ¶ 34,620, at 170,616 (2010). A possible exception arises when the employee receives a "complimentary" meal from a hotel.

The Federal Travel Regulation (FTR) provides that employees do not need to deduct from the per diem "a complimentary meal provided by a hotel/motel." 41 CFR 301-11.21(c).

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[1] Citations are to the Code of Federal Regulations (CFR) provisions in effect on the date the travel authorization was approved; December 29, 2025.

The Department of Homeland Security (DHS) Financial Management Policy Manual (FMPM), Section 7.4, uses a slightly different formulation, providing:

> When a meal(s) is furnished to an employee while on a temporary duty assignment, at nominal or no cost to the Government or is included in a registration fee, the employee's M&IE rate must be adjusted. However, please note, that a meal provided by a common carrier, or a complimentary meal provided by a hotel/motel does not affect per diem.

FMPM, Section 7.4, Subsection 15.

This dispute concerns whether the meals provided by claimant's hotel were "complimentary." Neither the FTR nor the TSA policies define that term, but a common dictionary defines it to mean "given free as a courtesy or favor." https://www.merriam-webster.com/dictionary/complimentary (last visited Aug. 31, 2026). The question is whether the facts here indicate that the hotel provided the meals for free or as a common favor or whether the meals were funded through the hotel room rates.

The most significant fact is the one cited by claimant, who notes that the hotel did not charge him when he ate there. TSA, however, argues that the meals were paid for by the Government through its reimbursement for claimant's lodging, although it offered no documentation to support that assertion.

The matter is not free from doubt, but we conclude that TSA has the better argument for two reasons. First, the meals provided by the hotel were much more substantial than typical complimentary hotel food. The meals included daily, made-to-order hot foods multiple times per day, plus grab-and-go food available at all hours. This indicates the food was not a mere "favor." Second, non-lodgers had to pay to eat at the hotel, and all hotels in the local area provide meals to their guests. From these limited facts, we infer that funding for meals came from room rates, in which case TSA paid for these meals through its payment for lodging. These facts distinguish the present case from our previous decision in *W. Lynn Hodges*, CBCA 1900-TRAV, 10-1 BCA ¶ 34,432. In that case, the Board concluded that breakfasts provided by a hotel were complimentary, in part because a letter agreement between the agency and the hotel stated that breakfasts were furnished to the agency's employees on a complimentary basis. *Id.* at 169,941.

While we agree with TSA that the hotel meals are not "complimentary" within the meaning of the FTR, there is a middle ground that the parties seem to have overlooked. Agencies may allow an employee to claim the full M&IE allowance, or at least amounts for additional meals, if the employee was "unable to take part in a Government-furnished meal due to the conduct of official business" or if the employee "[w]as unable to consume the furnished meal(s) because of medical requirements or religious beliefs and purchased substitute meals instead." 41 CFR 301-11.21(d), (d)(1).

Claimant states that his work schedule sometimes causes him to miss the hotel hot meals, and on other occasions, the hotel serves food that he cannot eat. On those occasions, he states that he lacks reasonable meal options because he would not be reimbursed if he went to another hotel to eat. These are *exactly* the circumstances in which the FTR expressly permits an agency to reimburse an employee for individual meals in addition to the reduced per diem.

As we read the regulation, the agency has discretion to reimburse amounts for additional meals but is not required to do so. Accordingly, we do not order TSA to do so. *See Kevan L. Mullins*, CBCA 6210-TRAV, 19-1 BCA ¶ 37,344, at 181,603 (concluding that the Board will not disturb an agency's discretionary decision "absent a showing that it was arbitrary, capricious or clearly erroneous"). In these circumstances, however, it seems reasonable for TSA to exercise its discretion to fund limited additional meals at other venues rather than impose alimentary hardships on its employees.

Decision

The claim is denied.

Elizabeth W. Newsom

ELIZABETH W. NEWSOM
Board Judge