

**Board of Contract Appeals**  
General Services Administration  
Washington, D.C. 20405

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June 13, 2002

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GSBCA 15640-RELO

In the Matter of RICHARD DeLAPPE

Richard DeLappe, Springdale, UT, Claimant.

C. Bruce Sheaffer, Comptroller, National Park Service, Herndon, VA, appearing for Department of the Interior.

**WILLIAMS**, Board Judge.

In conjunction with his permanent change of station, claimant seeks reimbursement for additional per diem and mileage expenses he incurred in order to return to his old duty station to be present when his household goods (HHG) were shipped. Because claimant was transferred from Yellowstone National Park (Yellowstone) to Zion National Park (Zion) during the winter and could not move his HHG due to adverse weather and closed roads, he was required to return to Yellowstone to be present when his HHG were moved. The agency denied reimbursement on the ground that once the change of station authorized in the travel orders had occurred, claimant's travel expense reimbursement "had become fixed" and no additional costs could be reimbursed under the Federal Travel Regulation (FTR).

The FTR does not prohibit reimbursement in this case. Claimant's additional trip to Yellowstone to supervise the packing and shipment of his HHG was a proper temporary duty assignment (TDY).

Background

Effective January 14, 2001, Richard DeLappe was transferred from Yellowstone National Park, Wyoming, to Zion National Park, Utah, and was authorized reimbursement of expenses incurred in connection with his permanent change of station, including transportation of his HHG under a Government bill of lading (GBL). Claimant's supervisor recognized that because of the location of claimant's residence in Yellowstone it would not be possible to move his HHG until the roadway into Old Faithful was opened to vehicular traffic in late March. The agency's moving coordinator represented to the supervisor that some HHG could be moved "by over-snow vehicle" to Zion in January 2001, and the remainder of claimant's possessions could be moved in March or April.

As expected, claimant's house in Yellowstone was officially "snowed in" at the time of his reporting date in Zion. Because of such adverse weather conditions at Yellowstone, the roads were closed to vehicular traffic, and Mr. DeLappe was unable to have his HHG picked up during that time. Therefore, he contacted the agency's travel expert and was advised that he should load as many personal belongings as possible in his over-snow privately owned vehicle (POV), drive to Zion, and have the remainder of his HHG picked up by a moving company when the roads were open.

Following this advice, on January 13, 2001, Mr. DeLappe and his wife moved as many of their personal belongings as they could out of their Yellowstone quarters. They arrived in Zion on January 15, 2001. Mr. DeLappe was subsequently advised by Move Management, the company which was to move his HHG from Yellowstone when weather permitted, that he or a designated agent needed to be present when his goods were being packed.<sup>1</sup> The agency approved a travel authorization on March 22, 2001, for claimant to return to Yellowstone for that purpose, and authorized lodging, meals and incidental expenses, and mileage expenses at an estimated cost of \$950.50.

Mr. DeLappe, therefore, departed from his home in Zion on March 30, 2001, and drove a distance of 500 miles to Pocatello that day. The next day he drove 217 miles and arrived at Old Faithful in Yellowstone. He then supervised the packing and moving of his HHG and departed from Yellowstone on April 6, 2001, driving a distance of 375 miles to Salt Lake City that day, and the next day 361 miles to Zion.

Mr. DeLappe submitted a travel voucher in the amount of \$906.31 representing \$501.30 for mileage, \$116.01 for lodging, and \$289 for meals and incidental expenses, which he incurred in connection with returning to Yellowstone for the April shipment of his HHG. The agency denied reimbursement because it determined that since Mr. DeLappe had already reported for duty at Zion on January 15, 2001, the change of station authorized in the travel orders was already accomplished, his travel expense reimbursement had become fixed, and no additional per diem or transportation costs could be reimbursed under the FTR.

### Discussion

This case presents the issue of whether an employee may be reimbursed for a second trip to his old duty station to supervise the shipment of his HHG under a GBL because, due to circumstances beyond his control, he was unable to ship the HHG at the time of his transfer. The Board addressed a similar situation in Marilyn Daterman, GSBGA 13686-RELO, 97-1 BCA ¶ 28,880, and authorized reimbursement of the return trip expenses as a proper TDY assignment.

In Daterman, an employee reported to her new duty station immediately after the issuance of her notice of transfer, well before arrangements for the transportation of HHG

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<sup>1</sup>Move Management's request was consistent with GSA's centralized household goods traffic management program brochure, which requires that employees be present at their residence to manage the move. General Services Administration Centralized Household Goods Traffic Management Program, "Your Move: Your Rights and Responsibilities" (Jan. 2001).

could be accomplished, in order to accommodate her agency's schedule. Ms. Daterman subsequently returned to her old official duty station to act as a contracting officer's representative (COR) for the agency to make arrangements and supervise packing and shipping of her HHG, which were shipped under a GBL. Following General Accounting Office precedent, the Board reasoned that where the employee is transferred under a GBL, it is customary for a transferred employee, the GBL issuing officer, or other agent to act as a COR to oversee the packing, shipment, and unpacking of the HHG, and the travel for this purpose is properly characterized as a TDY assignment. Because Ms. Daterman flew from her new official station to the old station and drove back, the Board approved reimbursement of the one-way airline ticket, several days of per diem, mileage, and miscellaneous expenses.

Similarly, Mr. DeLappe was transferred in the agency's interest during the winter months when the roads were inaccessible and it was necessary for him to return to his old duty station to supervise the shipment of his HHG, which were also being transported under a GBL. As such, consistent with our ruling in Daterman, the agency may reimburse Mr. DeLappe for his return trip as a proper temporary duty assignment.

#### Decision

The claim is granted. Claimant may be reimbursed for his expenses for mileage and per diem so long as they are otherwise recoverable consistent with regulation.

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MARY ELLEN COSTER WILLIAMS  
Board Judge