

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

November 14, 2002

GSBCA 15968-RELO

In the Matter of EDWARD W. IRISH

Edward W. Irish, Ponte Vedra Beach, FL, Claimant.

G. J. Murphy, Disbursing Officer, Personnel Support Activity, Naval Air Station Jacksonville, Jacksonville, FL, appearing for Department of the Navy.

DANIELS, Board Judge (Chairman).

The Board's "travel and relocation decisions are [all] precedential, which means that they are meant to be used as an example or a standard in resolving subsequent similar claims." D. Gregory Arnold, GSBCA 15692-TRAV, 02-1 BCA ¶ 31,772 (quoting Brent A. Myers, GSBCA 15466-RELO, 01-2 BCA ¶ 31,458). A claim by Department of the Navy employee Edward W. Irish involves facts and issues virtually identical to those noted in the Board's decision in Marvin R. McGee, GSBCA 15829-RELO (Sept. 6, 2002). Our decision in McGee therefore governs Mr. Irish's claim. As Mr. McGee's claim was granted, so is Mr. Irish's.

Background

Marvin R. McGee was a Navy employee who had been transferred from one permanent duty station to another in the interest of the Government. His orders authorized payment of actually-incurred temporary quarters subsistence expenses (TQSE) for a period of sixty days. Mr. McGee asked that this period be extended, and the acting comptroller of Navy Region Southeast granted his request. When the employee submitted a voucher for reimbursement of the TQSE he had incurred during the period of the extension, the disbursing officer denied payment. The disbursing officer believed, based on his reading of old General Accounting Office (GAO) decisions, that the acting comptroller did not have good grounds for granting the extension.

The Board held that the TQSE claimed by Mr. McGee must be paid, within the limitations on amount contained in relevant regulations. We pointed out that the Government-wide Federal Travel Regulation and the Department of Defense's Joint Travel Regulations place within an agency's discretion the grant or denial of an extension of the

period of an employee's eligibility for TQSE. We explained that where an agency exercises that discretion in a non-arbitrary way to extend the period, it may not, after the expenses are incurred, deny the authorized reimbursement.

In settling Mr. McGee's claim, we also cautioned that agencies must use care in relying on old GAO decisions; those decisions may no longer be valid, in that they may be premised on interpretations of statutory or regulatory provisions which have been changed since the decisions were issued. The decisions relied on by the disbursing officer were not applicable to Mr. McGee's situation because he relocated in 2001, while the decisions were based on an interpretation of a regulatory provision which was abandoned in 1997. That provision allowed extensions of the TQSE period "only in situations where there is a demonstrated need for additional time due to circumstances which have occurred during the initial 60-day period of [temporary] occupancy."

Mr. Irish, like Mr. McGee, is a Navy employee who was transferred from one permanent duty station to another in the interest of the Government. His orders, like Mr. McGee's, authorized payment of actually-incurred TQSE for a period of sixty days. Mr. Irish, like Mr. McGee, asked that this period be extended, and an official of Navy Region Southeast – the commander, in this case – granted his request. When Mr. Irish submitted a voucher for reimbursement of the TQSE he had incurred during the period of the extension, he encountered the same problem Mr. McGee did – the disbursing officer denied payment because he believed, based on his reading of old GAO decisions, that the commander did not have good grounds for granting the extension. The decision he has cited applies the regulatory provision restricting extensions of the TQSE period which had been abandoned in 1997. Mr. Irish relocated in May 2002.

Discussion

In issuing a decision on an employee's travel or relocation expenses claim, the Board settles that particular claim. 31 U.S.C. § 3702(a)(3) (2000). By publishing the decision, as well as issuing it, we do much more than that. We educate the interested public as to the result in the case and the reasoning which led to that result. In so doing, we provide guidance which can and should be applied to future, similar situations, thereby simplifying consideration of employees' vouchers, eliminating potential disputes, and saving time and resources of all concerned. Arnold; Myers; cf. Tri-State Motor Transit Co., GSBCA 14352-RATE, 98-1 BCA ¶ 29,521 (regarding common carrier claims); Tri-State Motor Transit Co., GSBCA 14241-RATE, 97-2 BCA ¶ 29,306 (same); Tri-State Motor Transit Co., GSBCA 14169-RATE, et al., 97-2 BCA ¶ 29,294 (same).

Mr. Irish's claim is "on all fours" with Mr. McGee's – identical in every significant way. (The only conceivable difference between the two men's situations is that the justification for the agency official's approval of Mr. Irish's request for an extension of the TQSE eligibility period is more compelling, in that Mr. Irish could not make his residence at his former duty station marketable upon his transfer due to the Navy's insistence that he relocate very quickly.) Our settlement of this claim is consequently the same as the one we made in McGee: the claim must be paid, within the limitations on amount contained in relevant regulations.

We reiterate our caution in McGee regarding the application of GAO decisions to employee travel and relocation benefits claims. Since mid-1996, the authority to settle these claims has resided not in GAO, but rather, in this Board. The Board looks to GAO decisions for persuasive value, and we have frequently adopted GAO's reasoning and conclusions as our own. We are not bound by GAO decisions, however – and we are especially not bound by decisions which are premised on application of regulatory provisions which were abandoned after those decisions were issued. Claimants and the agency representatives to whom they submit their claims should look for guidance to the Board's decisions, which are precedential, rather than GAO's, in assessing the merits of those claims.

Decision

The claim is granted. It shall be paid, within the limitations on amount contained in relevant regulations.

STEPHEN M. DANIELS
Board Judge