

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

October 17, 2001

GSBCA 15623-TRAV

In the Matter of K. WESLEY DAVIS

K. Wesley Davis, Dallas, TX, Claimant.

Paul J. Huffman, Director, Center for Materiel Resource, Social Security Administration, Dallas, TX, appearing for Social Security Administration.

NEILL, Board Judge.

Claimant, K. Wesley Davis, is an employee of the Social Security Administration. He asks that we review a determination made by his agency that he is not entitled to full reimbursement of the cost of air travel from his home in Shreveport, Louisiana, to a temporary duty (TDY) location in Columbia, South Carolina. For the reasons stated below, we conclude that Mr. Davis is entitled to the amount he seeks.

Background

Claimant's permanent duty station (PDS) is in Dallas, Texas. He has a residence in the area of his PDS from which he regularly commutes to work each day. On May 17, 2001, Mr. Davis was issued a travel authorization which provided for travel to Columbia, South Carolina, to attend communications training. The authorization was for departure on Sunday, June 3, and return on Friday, June 8. In the remarks column of the authorization is a note that the traveler was required to be in Shreveport to complete personal business. Consequently, the point of departure and return for the authorized travel is Shreveport and not Dallas.

Mr. Davis explains that his reason for being in Shreveport on June 3 was to visit with his family. Although he had previously established residence in Dallas, his family had remained in Shreveport. It was, therefore, his intention to spend the first part of his weekend of June 2/3 with his family and then, on Sunday June 3, to fly from Shreveport to Columbia in time for the start of his training course at 5 p.m. on the same day. He further explains that it was not possible for him to travel back to Dallas on June 3 and get a flight for Columbia which would have arrived at Columbia in time for the five o'clock start of his training course. Claimant made no secret of these travel plans. He states that he pre-coordinated this arrangement with the agency travel office and received prior approval. Mr. Davis' travel authorization signed on May 17 confirms this fact.

Nevertheless, by letter dated June 26, 2001, the agency advised Mr. Davis that it would not reimburse him for the full cost of round-trip airfare from Shreveport to Columbia (\$697). Instead, it limited reimbursement to \$379, the cost of round-trip airfare from his PDS in Dallas to Columbia.

The agency asserts that the situation presented here is not unique and that there is a "prevalence of travelers who maintain a residence at their duty station but whose families actually reside in another city." When these employees leave on TDY from their weekend homes, it has been found that this can cost the Government substantially more than if they left from their PDS locations. In March 2000, the agency sought the guidance of an official in the General Services Administration (GSA) on a claim said to be similar to that of Mr. Davis. The GSA official referred the agency to a provision in the Federal Travel Regulation (FTR) which states that an agency must limit the authorization and payment of travel expenses to travel that is necessary to accomplish the agency's mission in the most economical and effective manner, in accordance with the rules stated in the applicable chapter of the FTR. See 41 CFR 301-70.1 (2000) (FTR 301-70.1).

After conferring with GSA, Mr. Davis' agency concluded that it would permit employees to travel to TDY assignments from locations outside their PDS areas but that, when and if they did so, they would be entitled to reimbursement of travel costs only up to what the cost of such travel would be if departure were from the employees' PDS areas. For this reason, the agency limited reimbursement for Mr. Davis' claim for \$697 in airfare to \$379.

Discussion

It is of course correct that, under the FTR, an agency must limit payment of travel costs to that which is necessary to accomplish the mission in the most economical and efficient manner and in accordance with the rules stated throughout the FTR. For this reason the FTR expressly advises employees that reimbursement for the cost of travel is limited to the cost of travel by a direct route or on an uninterrupted basis. See FTR 301-70.1. For the same reason, this Board on numerous occasions has upheld an employee's entitlement to reimbursement of travel costs up to, but not beyond, the constructive cost of direct travel when, for reasons of personal convenience, that individual traveled by an indirect route or interrupted travel by the direct route and, as a result, incurred extra expense. E.g., Peter J. Van Deusen, GSBCA 15366-TRAV, 01-1 BCA ¶ 31,371; Susan Reed, GSBCA 13993-TRAV, 97-2 BCA ¶ 29,303; Phyllis G. Thompson, GSBCA 13691-TRAV, 97-2 BCA ¶ 29,067; Lorrie L. Wood, GSBCA 13705-TRAV, 97-1 BCA ¶ 28,707 (1996).

In this case, Mr. Davis contends that there are unique facts which distinguish his claim from the typical claim for reimbursement of travel costs associated with indirect travel. He points to the fact that he received a signed travel order authorizing him to start TDY travel from Shreveport. We find merit in this argument, especially because the order was issued after Mr. Davis had explained his situation and plans to agency officials. The agency's reply to this argument is that the travel authorization was incorrect and the office approving the authorization simply exceeded its legal authority. We disagree. We see no reason why an

agency cannot, in its discretion and for reasonable cause, authorize an employee to start and/or complete TDY travel at a point outside the employee's PDS area.

We do not view this case as one involving indirect routing of TDY travel. Neither does it appear that the agency viewed it in this manner when it issued Mr. Davis' travel authorization. Prior to this authorization, the claimant explained that he planned to be in Shreveport on Sunday June 3, the day on which he was to start his TDY travel. He likewise planned to be in Shreveport on the following weekend. He, therefore, sought and received authorization to start and complete his TDY travel from that point rather than from Dallas. Nothing in the record suggests that Mr. Davis expected to travel at Government expense from Dallas to Shreveport or, following his return from training, from Shreveport to Dallas. Rather, his authorized TDY travel was to begin and end in Shreveport. There is no suggestion that his route to Columbia from Shreveport was indirect or involved a delay for personal convenience.

It is well established that if it is within the discretion of an agency to make a specific authorization and the agency actually does so, that authorization cannot be withdrawn once the employee, on whose behalf the authorization was made, incurs expenses in reliance on it. Linda M. Conaway, GSBCA 15342-TRAV, 00-2 BCA ¶ 31,133. As already noted, we consider that it was most certainly within the discretion of the agency to authorize Mr. Davis to undertake TDY travel from a location outside his PDS area. The travel was authorized by the agency and completed by claimant. The authorization cannot now be withdrawn. Mr. Davis is, therefore, entitled to reimbursement for the full cost of his round-trip airfare from Shreveport to Columbia.

One should not conclude from what we say here that an agency may not, for reasonable cause, decline to pay the full TDY travel costs of an employee who plans to start and/or complete TDY travel at a point outside his or her PDS area. This is a matter which clearly remains within the discretion of the agency. The policy which the agency discusses in this case, of limiting reimbursement of TDY travel costs for employees with homes and families located outside their PDS areas, may well be a sound and prudent policy. We have no quarrel with that policy as such. We object to its application in this case, however, only because Mr. Davis was given and relied upon a valid authorization which clearly departed from that policy. For this reason, his claim is granted.

EDWIN B. NEILL
Board Judge