

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

February 6, 2003

GSBCA 16033-TRAV

In the Matter of RAYMOND X. BLAUVELT

Raymond X. Blauvelt, Fort Dix, NJ, Claimant.

John R. Keneipp, Acting Deputy Director, Travel Systems & Procedures, Defense Finance and Accounting Service, Indianapolis Center, Indianapolis, IN, appearing for Department of Defense.

DANIELS, Board Judge (Chairman).

We conclude in this case that when, in the course of an extended business trip, an employee necessarily sleeps in his hotel room during the day that an overnight airplane flight begins, the Government must reimburse him for the cost he incurs in renting that room.

Background

The Department of the Army sent Raymond X. Blauvelt on a seventeen-day trip to three different locations during April and May of 2002. Mr. Blauvelt's work at the first location, Honolulu, Hawaii, ended no later than the morning of Saturday, April 27. He left at 11 p.m. on that date for an overnight flight to Anchorage, Alaska.

Mr. Blauvelt arranged with the management of the hotel at which he stayed in Honolulu to rent the room until the evening of the 27th, so that he could conduct Government business and sleep before leaving for Anchorage. (The employee explains that he is unable to sleep on airplanes.) Hotel management agreed to charge him, for retaining the room, less than half the rate it had been charging him for a full day's lodging. Mr. Blauvelt paid the agreed-upon amount.

Mr. Blauvelt included this charge on his voucher for the trip, but the Defense Finance and Accounting Service (DFAS) disallowed reimbursement for it. DFAS says that it can find no authority to pay the claim and notes that a paragraph of the Joint Travel Regulations (JTR) states, "[J]ust because a prohibition is not stated does not mean that an entitlement exists or may be authorized." JTR C1050-A (Apr. 1, 2002). Mr. Blauvelt objects to DFAS's

determination, writing, "It is certainly unreasonable to expect that I would be required, while on Government business, to sleep on a couch in the middle of a hotel lobby!"

A secondary issue in this case is whether Mr. Blauvelt should be paid a per diem allowance, to cover his meals and incidental expenses for April 27, at the rate set for Honolulu or at the lower rate set for Anchorage. The employee contends that he should be paid at the rate set for Honolulu, since he ate all his meals in that city, and lodged there, on that date. DFAS has paid an allowance at the rate set for Anchorage, on the ground that Mr. Blauvelt did not spend all twenty-four hours of April 27 in Honolulu and Anchorage was his destination at the end of the day.

Discussion

Agencies should interpret federal travel regulations in a common-sense way, taking into consideration the normal, human needs of the employees whom those agencies direct to conduct the Government's business away from permanent duty stations. See Norman Lahr, GSBCA 15233-RELO, 00-2 BCA ¶ 31,012. Among those needs is a requirement for sleep. On the trip at issue here, if Army employee Blauvelt was to get any rest on the day in question and the following night, he could only have gotten it during the day and early evening. During the late evening and night, he was on a long, overnight flight, as directed by the agency to move to the second location of his extended trip, and he could not sleep on that flight. We agree with the employee that renting a hotel room in which to rest, so that he would be sufficiently refreshed that he could perform work when he arrived at the next location, was eminently reasonable.

Under the JTR, employees in travel status are reimbursed (within regulatory constraints) for lodging costs they incur. The word "lodging" means (in the definition relevant to travel) "sleeping accommodations" or "a temporary place to stay." Webster's Third New International Dictionary 1329 (1986). It is not restricted to a place to sleep for an entire night, or for any particular part of a night. Because Mr. Blauvelt required a place to sleep on the day in question, the agency should have reimbursed him for the cost of the lodging he secured.

In limiting the per diem allowance for the day to the rate set for the destination city (Anchorage), DFAS relied on JTR C4553-D.2.b(2), which reads, "For each full calendar day a traveler is in a travel status and lodging is not required (such as when a traveler is en route overnight to the next destination), the per diem allowance is the destination M&IE [meals and incidental expenses] rate." As we have already concluded, although Mr. Blauvelt was en route overnight to the next destination in the last hour of that day, lodging was still required in the previous location (Honolulu) on the day. Therefore, the JTR provision properly applicable to this situation was C4553-D.2.b(1), which reads, "For each full calendar day an employee is in a travel status and lodging is required (whether en route or at the destination), the per diem allowance is the actual cost of lodging incurred by the traveler, up to the applicable maximum lodging rate prescribed for the lodging location, plus the applicable M&IE rate." The lodging location was Honolulu, so the per diem allowance should have been paid at the rate set for that city.

STEPHEN M. DANIELS
Board Judge