

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

May 22, 2003

GSBCA 16096-TRAV

In the Matter of JOHN L. CORRIGAN

John L. Corrigan, Auburn, WA, Claimant.

Kathy Sachen-Gute, Trial Attorney, Office of the General Counsel, National Credit Union Administration, Alexandria, VA, appearing for National Credit Union Administration.

DeGRAFF, Board Judge.

John L. Corrigan is an employee of the National Credit Union Administration (NCUA) and is permanently stationed in Seattle, Washington. In 2001, NCUA authorized Mr. Corrigan to perform temporary duty in Butte, Montana, from November 26 through 30; in Anaheim, California, from December 3 through 7; and in Salt Lake City, Utah, from December 10 through 14.

Rather than fly back to Seattle between the temporary duty assignments, Mr. Corrigan flew from Butte, Montana, to southern California, spent the weekend there, performed his temporary duty assignment in Anaheim, California, spent a second weekend in southern California, and then flew to Salt Lake City, Utah. While in southern California, Mr. Corrigan stayed with his son. He rented a car each weekend he was there, at a cost of \$129.77, and used the car for his personal convenience.

Mr. Corrigan asked to be reimbursed for the cost of the rental car. The agency denied his request, because it had not authorized the use of a rental car and because the rental car was not used to perform official agency business. Mr. Corrigan asks us to review the agency's decision. He believes he should be reimbursed for the cost of the rental car, because the costs he actually incurred when he performed his travel were less than the constructive costs he would have incurred had he performed his travel as authorized by NCUA. In his view, when an agency authorizes an employee to travel, the agency has offered to let the employee travel in accordance with the travel authorization or to travel not in accordance with the authorization. Mr. Corrigan says the employee "is free . . . to make his travel arrangements as he sees fit. If the traveler deviates [from what the agency authorized], . . . [a] contract is made" and the agency is obligated to reimburse the employee's actual costs, so long as they are less than the constructive costs the employee would have incurred if he

had traveled as authorized. According to Mr. Corrigan, the agency has "no say" as to what an employee includes in his calculation of actual costs and must reimburse the employee for all such costs if they are less than the constructive costs of travel.

NCUA correctly decided not to reimburse Mr. Corrigan for the cost of his rental car. A travel authorization does not constitute an offer to the employee that results in a contractual relationship between the employee and the agency. Instead, a travel authorization is "[w]ritten permission to travel on official business." 41 CFR 300-3.1 (2001). If an employee, for personal convenience, deviates from what an agency authorizes and travels by an indirect route, the employee's reimbursement is limited to the cost of travel by a direct route (in other words, the constructive costs the employee would have incurred if he had traveled as authorized), and the employee is responsible for any additional costs he actually incurs. 41 CFR 301-10.8. An agency does not have to reimburse an employee for all of his actual costs, and most definitely has a "say" as to what an employee includes in the calculation of actual costs, because the only travel expenses an agency may pay are those "essential to the transaction of official business." 41 CFR 301-2.2, -2.4. Mr. Corrigan rented a car for his personal convenience. Because the expense he incurred was not essential to the transaction of official business, the agency cannot reimburse him for the cost of the rental car.

MARTHA H. DeGRAFF
Board Judge