

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

December 11, 2003

GSBCA 16318-TRAV

In the Matter of MARILYN S. POSTELL

Marilyn S. Postell, Albany, GA, Claimant.

Barbara J. Martin, Travel Pay Services, Travel Policy and Procedures Office, Defense Finance and Accounting Service, Kansas City, MO, appearing for Department of Defense.

DeGRAFF, Board Judge.

Marilyn S. Postell is employed by the Department of Defense (DoD) and her permanent duty station is Albany, Georgia. In June 2003, Ms. Postell's supervisor asked her to perform a temporary duty assignment in Boston, Massachusetts, in July. As Ms. Postell explained to her supervisor, she had scheduled annual leave in Haines City, Florida, in July. Haines City is approximately thirty-five miles south of Orlando, Florida. Ms. Postell and her supervisor agreed she would perform the temporary duty assignment in Boston, and DoD would pay her a mileage allowance for a round trip between Albany and Orlando, in addition to reimbursing other expenses not at issue here. DoD issued a travel authorization to Ms. Postell to go from Albany to Boston and to return to Albany. In addition, the travel authorization stated, "POV auth to and from Orlando, FL."

Ms. Postell left Albany, drove to Haines City, and began her planned leave. She interrupted her leave by driving from Haines City to the airport in Orlando, flying to Boston, completing the temporary assignment in Boston, flying to Orlando, and driving back to Haines City. Ms. Postell submitted a travel voucher that showed her travel beginning and ending in Albany, and asked to be paid a mileage allowance for a round trip between Albany and Orlando. After DoD paid the mileage allowance, it decided it should not have done so. When Ms. Postell disagreed with DoD's determination, DoD submitted her claim to us for review. In response to DoD's submission, Ms. Postell says she and her husband drove to Haines City in separate cars so she could drive her car to the airport in Orlando and leave it there while she was in Boston, which saved DoD the cost of commercial transportation between Orlando and Haines City. She also says the cost of flying between Orlando and Boston was less than the cost DoD would have incurred if she had flown between Albany and Boston.

The Joint Travel Regulations (JTR) in effect in July 2003 contain a paragraph that explains how to reimburse an employee who departs for planned leave and is subsequently ordered to perform temporary duty, and how to reimburse an employee who departs for planned leave after having been ordered to perform temporary duty. The paragraph says, "If the [temporary duty] is known before departure on leave, the employee is reimbursed actual travel expenses up to the constructed round-trip cost between the [permanent duty station] and [temporary duty station] location." JTR C4440. Because Ms. Postell and DoD knew before she departed for her planned leave in Haines City that she would be performing temporary duty in Boston, DoD should reimburse Ms. Postell for the actual travel expenses of her round trip between Haines City and Boston, so long as those expenses do not exceed what it would have cost if she had traveled round trip between Albany and Boston.

The issue presented by Ms. Postell's claim is whether the round trip mileage between Albany and Orlando should be included as part of her actual travel expenses. By statute, an employee who is "engaged on official business for the Government" is entitled to be paid a mileage allowance. 5 U.S.C. § 5704 (2000). The Federal Travel Regulation says an employee is paid a mileage allowance when performing "official travel." 41 CFR 301-10.1 (2002). We have considered claims of employees who asked to be reimbursed for travel expenses they incurred in connection with personal business, not official business, and we have consistently decided such expenses are not reimbursable. This is so, regardless of whether the actual costs incurred by the employee were less than the constructive costs the agency would have otherwise incurred. John L. Corrigan, GSBCA 16170-TRAV (Oct. 3, 2003); Phillip V. Otto, GSBCA 16192-TRAV (Aug. 18, 2003); John L. Corrigan, GSBCA 16096-TRAV, 03-2 BCA ¶ 32,331, appeal docketed, No. 03-1511 (Fed. Cir. July 23, 2003). Ms. Postell's travel between Albany and Orlando was part of the drive she made to and from her planned leave destination, and was not undertaken in order to transact any official business in Orlando. Thus, DoD correctly decided it should not have paid Ms. Postell's claim for a mileage allowance between Albany and Orlando.

Unfortunately for Ms. Postell, her travel authorization, which said she was traveling between Albany and Boston and could use her car to travel between Albany and Orlando, did not comply with the statute or the Federal Travel Regulation. Even though she acted in good faith and in reliance upon what she was told by her supervisor, an erroneous authorization does not provide a basis for reimbursement where no independent authority for such reimbursement exists. Masood Badizadegan, GSBCA 14393-RELO, 98-2 BCA ¶ 29,789.

DoD correctly decided to deny the claim.

MARTHA H. DeGRAFF
Board Judge