

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

August 28, 2002

GSBCA 15738-RELO

In the Matter of WENDY S. POFFENBERGER

Wendy S. Poffenberger, APO Area Pacific, Claimant.

Carmen Moffett, Voucher Examiner, 18th Comptroller Squadron, Department of the Air Force, APO Area Pacific, appearing for Department of Defense.

DANIELS, Board Judge (Chairman).

Wendy S. Poffenberger, a teacher with the Department of Defense (DoD) Dependents Schools, was transferred from Keflavik, Iceland, to Okinawa, Japan, during the summer of 2001. She and her family were authorized renewal agreement travel between assignments. This travel took them, as permitted by her travel orders, from Iceland to her home in Winona, Minnesota, and then from the alternate destination of Winter Haven, Florida, to Japan.

This case poses two questions: First, to what extent should Ms. Poffenberger be reimbursed for the cost of the airline tickets she purchased? Second, who should pay for the cost of a hotel room in which Ms. Poffenberger and her son stayed near the Orlando, Florida, airport on the night before they left for Japan?

Airline tickets. When an employee is authorized renewal agreement travel or travel for the purpose of moving to a new duty station, payment for transportation costs is generally governed by the same rules which apply to payment for transportation costs of an employee on temporary duty travel. 41 CFR 302-2.1(b), -2.2(a) (2001). Under these rules, when a DoD employee travels by airline, he is required to use "discount fares offered by contract air carriers between certain cities (city-pairs)" or, if such a fare is not available, "the least expensive unrestricted fare." JTR C2001-A.2.a (June 1, 2001). (There are exceptions to this directive, but none of them is alleged to be applicable to Ms. Poffenberger's situation.) When the traveler does not secure a city-pair or least expensive fare, "reimbursement for the transportation cost shall not exceed the amount that would have been paid for the available Government air transportation." JTR C2006-B; see also 41 CFR 301-10.109; Vera A. Wood, GSBCA 15637-TRAV, 02-1 BCA ¶ 31,693 (2001).

DoD reimbursed Ms. Poffenberger for only a portion of the cost of the airline tickets she purchased for herself, her son, and her husband. The agency asked its contracted commercial travel office (CTO) for the city-pair and least expensive fares for the routes flown by the family. The CTO supplied certain fares, which were less than the cost of the Poffenbergers' tickets. The agency reimbursed the employee for the tickets at the fares given by the CTO.

The agency's approach was in keeping with applicable regulations. The sparse information in the record precludes us from determining whether the agency's actions were entirely correct, however. The family traveled in June and August 2001, and the employee's vouchers were not submitted and reviewed until late August. We do not know whether the fares supplied by the CTO and used by the agency in calculating reimbursements were appropriate for the times when travel occurred. (The agency used one "least expensive" fare for the trip from Florida to Japan by Ms. Poffenberger and her son, and another such fare for the same trip by her husband two weeks later. We do not know whether the use of either or both of the fares was appropriate.) Furthermore, we do not know whether the agency's calculations take into consideration the regulation's stricture that reimbursement for renewal agreement travel to or from an alternate destination may not exceed the amount which would be allowed if the family traveled instead to or from its actual residence. JTR C4162-E. Reimbursement for the trip from Winter Haven, Florida, to Okinawa, Japan, should have been limited to the appropriate amount of reimbursement for travel from Winona, Minnesota, to Okinawa. We direct the agency to review its determinations as to Ms. Poffenberger's vouchers to ensure that they are based on fares appropriate for the time the family traveled, and also incorporate the limitation applicable to travel from the alternate location.

Airport hotel. Ms. Poffenberger and her son took an early morning flight from Orlando, Florida, to Okinawa, Japan. Because they had no means of traveling from Winter Haven to the Orlando airport sufficiently early to make this flight, they went to the airport on the previous day and spent the night at an airport hotel. Ms. Poffenberger claims reimbursement for the cost of the hotel room rental as a necessary element of her travel.

The agency correctly decided not to pay for the hotel room. Ms. Poffenberger has shown that she and her son could not have taken the flight they selected without having stayed at the hotel the night before they flew to Japan. She has not demonstrated, however, that they had to take that particular flight. When her husband made the same trip two weeks later, he did not stay at a hotel at the Orlando airport the previous night. This fact suggests that alternative flights were available, and that if she and her son had taken one of them, they would not have needed to rent a room at an airport hotel. Thus, we conclude that Ms. Poffenberger and her son selected their flight primarily for reasons of personal preference, rather than necessity. Because the hotel cost resulted from this choice, it is not reimbursable.¹

¹Had we concluded that Ms. Poffenberger and her son had no alternative to taking the flight they selected, and that the rental of the hotel room was therefore necessary, the employee would have faced an additional hurdle to securing reimbursement. As stated with regard to the airline ticket issue, reimbursement for renewal agreement travel from an
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STEPHEN M. DANIELS
Board Judge

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alternate destination may not exceed the amount allowed for a usually traveled route from the employee's actual residence to his new permanent duty station. Had the rental of the room been necessary to a trip from Winter Haven to Japan, the agency would have had to include its cost in the total cost of travel from Winter Haven to Japan, and then compare this to the total cost of travel from the employee's residence (Winona, Minnesota) to Japan. The total cost of travel from Winter Haven could be reimbursed only to the extent that it was no more than the total cost of travel from Winona.