

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

---

February 6, 2002

---

GSBCA 15676-TRAV

In the Matter of PETER W. FRICK

Peter W. Frick, Louisville, KY, Claimant.

Ronald L. Buckman, Finance and Administration Officer, United States Army Corps of Engineers, Louisville, KY, appearing for Department of the Army.

**BORWICK**, Board Judge.

In this matter claimant, Mr. Peter W. Frick, an employee of the United States Army Corps of Engineers, seeks the cost of lodging he maintained at his temporary duty (TDY) station when he voluntarily returned to his residence on weekends. We conclude that the agency correctly applied statute and the Joint Travel Regulations (JTR) in denying the claim.

The facts indicated by the record are as follows. The agency authorized claimant, whose permanent duty station (PDS) was in Louisville, Kentucky, and whose residence was in Greenville, Indiana, one hundred and twenty days of TDY at agency offices in Cincinnati, Ohio, commencing April 10, 2001, and ending on July 28. According to claimant, before beginning his TDY, claimant asked his supervisors if he could retain his room in Cincinnati during his trips home on weekends "since the cost to the Government would be very minimal." Claimant states that both supervisors agreed. The agency authorized travel by privately owned conveyance (POC), and claimant returned to his PDS once a week.

At the beginning of claimant's extended TDY claimant asked a transportation assistant at his PDS how he could be reimbursed on a continuing basis for his lodging during the TDY period so as to avoid accumulating paid credit card debts. The transportation assistant advised claimant to submit periodic vouchers and to state that he was authorized to retain lodgings when he returned home on weekends. However, to confirm this advice, the official referred the matter to an employee in the office of finance. That employee advised that if claimant completed his periodic travel vouchers showing a voluntary return to claimant's PDS on weekends, claimant would receive mileage and lodging, but not meals and incidental expenses. This advice was premised on the assumption that claimant would receive a reduced rate on a long term lodging arrangement and that claimant would retain his lodgings on the weekend to give the Government the benefit of the reduced expense.

On April 23, claimant submitted his first voucher, claiming \$69 per diem for lodging in Cincinnati for the weekend of April 13-15. When claimant returned home on May 4 and 5, he discovered that the agency had rejected his voucher for the April 13-15 weekend lodging. Claimant sent e-mail messages questioning the disallowance to the finance employee.

On May 11, the finance employee advised claimant that her advice was based on the assumption that claimant had received a reduced rate which was advantageous to the Government and could therefore be paid for weekend lodging at the TDY station. Since she now recognized that claimant was not receiving a reduced rate, she advised claimant that his two options were either to stay at the TDY site or to accept return trip travel mileage without claiming lodging costs at the TDY station.

Claimant states that he returned to his residence between April 13-15, April 20-21, April 27-28, May 4-5, and May 11-13 while retaining lodgings at his TDY station. Claimant paid the per diem rate of \$69 per night and incurred expenses of \$759 for the eleven nights he maintained his hotel room while he was at home. Claimant was reimbursed mileage and seventy-five percent of the meals and incidental expenses (M&IE) per diem for his travel between his TDY station and his residence on weekends; he was not reimbursed for the cost of lodging he maintained on the weekends. Claimant filed a claim at this Board contesting the agency's disallowance.

Statute provides that employees are entitled to a per diem allowance and the reimbursement of the actual and necessary expenses of travel "when traveling on official business away from the employee's designated post of duty, or away from the employee's home." 5 U.S.C. § 5702(a)(1) (1994). Consistent with this statutory requirement the JTR allow employees who return to the PDS or home on weekends per diem and mileage for the travel days to and from the TDY site to the PDS or home, but do not provide for reimbursement of lodging at the TDY station for those days when the employee is absent from the TDY station. JTR C4662-C, -D; Robert H. Chappell, GSBCA 14186-TRAV, 98-1 BCA ¶ 29,508; cf. Marianne Price, GSBCA 15482-TRAV (Oct. 18, 2001).

The finance employee's advice that claimant could maintain his residence at the TDY site on weekends if he received a reduced rate was erroneous. When an employee is on a long-term TDY assignment and rents lodging by the week or by the month, but occupies the lodging for a lesser period because he or she voluntarily returns home on weekends, the average daily cost of the weekly or monthly stay may be derived by pro-rating the cost of the long-term lodging over the number of nights the employee actually occupies the accommodation. Chappell; Jesus DeSoto, 62 Comp. Gen. 63 (1982); James K. Gibbs, 57 Comp. Gen. 821 (1978). This permitted method of deriving an average daily cost of long term lodging is not authorization for reimbursement of lodging that an employee leaves during return travel.<sup>1</sup>

---

<sup>1</sup> The Federal Travel Regulation (FTR) sets forth the general rule for calculating daily rates of long-term stays. See 41 CFR 301-11.14 (2000).

In any event, claimant did not rent lodging on a long term basis. Instead, claimant secured lodging on a daily basis, returned to his residence, and was properly reimbursed for mileage and for M&IE for the travel days. Consequently, claimant is not entitled to be reimbursed the \$759 dollars for the cost of maintaining his lodging when he was absent from the TDY station during return travel. The erroneous advice claimant received from agency officials does not entitle claimant to reimbursement. Cheryl A. Korman, GSBCA 14916-RELO, 99-2 BCA ¶ 30,419.

The agency's denial of reimbursement was in accord with statute and the JTR.

---

ANTHONY S. BORWICK  
Board Judge