

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

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December 22, 2005  
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GSBCA 16759-TRAV

In the Matter of SANDY A. AUBERTINE

Sandy A. Aubertine, Virginia Beach, Claimant.

Judy Hughes, Travel Management and Procedures Office, Travel Pay Services, Defense Finance and Accounting Service, Department of Defense, Columbus, OH, appearing for Department of Defense.

**GOODMAN**, Board Judge.

Claimant, Sandy A. Aubertine, is a civilian employee of the Department of the Navy. He has asked this Board to review the agency's denial of reimbursement of certain expenses incurred while on temporary duty (TDY) travel.

Factual Background

Claimant was issued orders for TDY travel from his official duty station at the Norfolk Naval Shipyard (NNSY), Portsmouth, Virginia, to Guam, departing Norfolk International Airport (the airport) on March 15, 2005 and returning April 9, 2005. He drove his own vehicle to the airport and parked it in the long-term parking for seven dollars per day.

After claimant departed, the duration of his TDY was extended and he did not return until June 22, 2005. His parking fees at the airport totaled \$781, including \$95 for towing and administrative fees when his car was impounded after the 60-day maximum in the long-term lot. The agency determined that claimant was entitled to \$80.50 for the airport parking and reimbursed that amount. He seeks this Board's review of that determination.

Discussion

The Joint Travel Regulations (JTR) C4657 (Mar. 2005) state that when a POC [privately owned conveyance] is used for one-way travel from a residence to a transportation terminal and then from

the transportation terminal to a residence when TDY is completed, the employee incurring the POC operating expenses is paid mileage and reimbursed for parking fees. Terminal parking fees incurred while the employee is on TDY may be reimbursed not to exceed the cost of two one-way taxicab fares, including allowable tips.

Claimant requested reimbursement of 40 miles travel from his residence to the airport and the parking fees in the amount of \$781. Based upon the mileage submitted by claimant, the agency determined that the cost of two-one way taxicab fares to be \$80.50, and reimbursed claimant that amount for parking fees, applying and the limitation in paragraph B.2 above.

Claimant seeks reimbursement of the remainder of the parking fees he incurred. He states that he did not have any family in the area to use or monitor his automobile if he left it in the parking lot of his apartment complex. He therefore decided to drive to the airport and park his automobile there because he believed "storage in the secure airport parking lot" was better than leaving his vehicle unattended at his residence. He only expected to pay \$182 for the duration of the originally-scheduled TDY. Claimant states further that he was unaware of the 60-day maximum, as there were no signs at the airport, nor does the airport website advise travelers as to this limit. He did not expect nor could he predict the costs he incurred for parking, and that his only option to avoid the airport parking fees would have been to terminate his TDY early and return to Norfolk, VA at the expense of his mission.

We find that the agency correctly calculated claimant's reimbursement for parking fees based on the regulatory formula and the mileage submitted by claimant. Claimant has not demonstrated that the agency's calculation of reimbursement for parking fees was incorrect.

As the JTR clearly states, an employee who drives his or her vehicle to the airport is entitled to reimbursement for parking, but such reimbursement is limited to the reasonable cost of alternate transportation that would have eliminated the need to park the vehicle at the airport.<sup>1</sup> If claimant had traveled by taxi to the airport, the costs incurred and reimbursed would have been within the regulatory limitation. While we understand claimant's concern for the security of his vehicle while he was on TDY, he is not entitled to reimbursement for parking fees in excess of the regulatory limit because he decided that his vehicle would be more secure at the airport than at his residence. Unfortunately, the unexpected extension of his TDY also does not entitle claimant to

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<sup>1</sup> The agency notes that even if claimant's TDY had not been extended past the original return date of April 9, 2005, the parking fee of \$182 that would have been incurred would have exceeded the \$80.50 to which claimant was entitled.

reimbursement for parking fees in excess of the regulatory limit in the JTR.<sup>2</sup>

There is no statutory or regulatory basis to authorize reimbursement of parking fees in excess of the amount the agency has calculated.

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Decision

The claim is denied.

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ALLAN H. GOODMAN  
Board Judge

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<sup>2</sup> Claimant has submitted a memorandum from the Commander of the NNSY which notes that JFTR [Joint Federal Travel Regulation] U3320 contains the same limitation on parking fees as the JTR, but this limit may be waived in extenuating circumstances, such as short TDY being unexpectedly extended after departure. The JFTR applies only to uniformed members of the military, and not to civilian employees of the Department of Defense.