

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

May 25, 2006

GSBCA 16886-TRAV

In the Matter of CONNIE S. BURK

Connie S. Burk, Stillwater, OK, Claimant.

Clarence M. Alberts, Administrative Officer, Farm Service Agency, Department of Agriculture, Stillwater, OK, appearing for Department of Agriculture.

BORWICK, Board Judge.

Ms. Connie S. Burk, claimant, an employee of the Department of Agriculture, agency, contests the agency reduction of \$78.06 from her travel voucher for reimbursement of temporary duty (TDY) travel expenses. The agency reduced claimant's reimbursement because it believed that claimant was not authorized to travel on the day she incurred the expense. The agency's travel authorization granted claimant lodging for two days, but was ambiguous as to the date the temporary duty travel was to commence and to end. Claimant reasonably interpreted the authorization as allowing reimbursement for two days lodging and allowable per diem even though claimant arrived at her temporary duty station the day before the estimated commencement date of her TDY. The Board grants the claim, since claimant incurred the expenses in accordance with the entitlement granted in the travel authorization.

Background

On or about February 28, 2006, the agency authorized claimant to travel on training TDY from Stillwater, Oklahoma, to Tulsa, Oklahoma, a distance of about seventy miles. The authorization stated the "estimated dates" of travel to be April 7 through April 8, 2006. However, the agency's authorization provided for two day's lodging and per diem for a total estimated cost of \$220, i.e. \$110 per day (\$66 for lodging and \$44 for meals and incidental

expenses). According to claimant, her training class began at 8:00 a.m. on April 7 and ended at 4:30 p.m. on April 8.

If claimant had started her travel on the estimated start date of April 7, claimant maintains that she would have had to get up at 6:30 a.m., drive to Tulsa, and find the site, an effort she believed to be inconvenient. Instead, claimant opted to drive to Tulsa on April 6 and to spend the night there. Claimant attended the class, and, according to a hotel receipt in the record, checked out on the morning of April 8.¹ According to the travel log in the record, claimant appears to have driven back to Stillwater, Oklahoma, after her class ended on April 8, arriving at 5:45 p.m.

After her trip, claimant submitted a voucher seeking reimbursement of \$178.12, consisting of lodging and per diem for April 6 and 7 and per diem for April 8. The agency reduced her voucher by \$78.06. The agency disallowed the claimed lodging and per diem for April 6, and reduced the per diem allowance for April 7 by twenty-five percent, treating that day as a partial day. Claimant had also sought \$8.12, apparently as a miscellaneous expense allowance for reimbursement of tax expense incurred. The agency reduced that reimbursement by half.

In its submission to the Board, the agency now says it is entitled to further reduce claimant's per diem reimbursement by an additional \$24, since during the training class it provided claimant two lunches which it values at \$12 each.

Discussion

The travel orders in this case are ambiguous. The referenced travel dates, April 7 through April 8, were stated to be "estimated," a term which renders the dates flexible. Moreover, the authorization allowed claimant two days' lodging and associated per diem. When considering an ambiguous travel authorization, we will consider all the evidence to determine whether an employee reasonably interpreted the authorization. *Timothy Peter Baker*, GSBCA 16396-RELO, 05-1 BCA ¶ 32,811 (2004); *Lewis T. Moore*, GSBCA 14885-TRAV, 99-1 BCA ¶ 30,374 (ambiguous travel authorization permitted employee to travel by train, not by airplane as agency maintained); *see also James H. Morrill*, B-192246, et. al. (Apr. 26, 1979). Claimant could reasonably interpret the authorization as granting her two days lodging to attend the class, regardless of whether she started her travel on April 6 or April 7. Had the agency wished claimant to travel only on April 7 and April 8, and spend one night at a hotel, it would have stated the dates of April 7 through April 8 (crossing out

¹Claimant shared a room with a colleague and incurred \$30 per day lodging expense.

the term “estimated”) and authorized one day’s lodging and applicable per diem. However, the agency did not make its intentions clear in the authorization. This is not a case in which the agency seeks to amend the authorization after the fact to correct an error on the face of an authorization or to include a provision that the circumstances indicate was intended but omitted. *See Diane F. Stallings*, GSBCA 16793-RELO, 06-1 BCA ¶ 33,201. The agency does not point to, nor do we discern, an error on the face of the authorization or any provision that was obviously intended but omitted.

The Board grants the claim; claimant is entitled to the \$78.06 the agency deducted from the travel voucher. The agency also seeks to deduct \$24 from the voucher it has already paid for the value of the meals it supplied claimant at the training conference. Claimant does not contest this further deduction, which is required by the Federal Travel Regulation. 41 CFR 301-11.18; *Scott J.N. McNabb*, GSBCA 15211-TRAV, 00-2 BCA ¶ 31,005 (citing *Coast Guard--Meals at Training Conference*, B-244473 (Jan. 13, 1992)).

ANTHONY S. BORWICK
Board Judge