UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

July 7, 2010

CBCA 1990-TRAV

In the Matter of DAVID L. MOUNT

David L. Mount, Valley City, OH, Claimant.

Jerald J. Kennemuth, Safety, Health and Environmental Division, NASA Glenn Research Center, National Aeronautics and Space Administration, Cleveland, OH, appearing for National Aeronautics and Space Administration.

GOODMAN, Board Judge.

Claimant, David L. Mount, is an employee of the National Aeronautics and Space Administration (NASA). He appeals a decision made by the agency under a collective bargaining agreement grievance procedure[1] (the decision) with regard to reimbursement of travel costs for use of his privately owned vehicle (POV) during temporary duty travel (TDY) and the subsequent re-evaluation of his travel reimbursement.

Factual Background

Claimant accomplished TDY from his duty station in Ohio to NASA Kennedy Space Station in Florida. Prior to travel, claimant was advised in a pre-travel meeting with the agency organization responsible for arranging the TDY that travel to Florida via POV would not be authorized as advantageous to the Government. Those in attendance were further

[1] The collective bargaining agreement, dated August 10, 1984, gives members of the bargaining unit appeal rights to the General Accounting Office. Since January 2007 this Board has had jurisdiction to resolve claims arising from the official travel of civilian employees.

advised that if they wanted to use a POV as a matter of personal preference they could do so but could be reimbursed only up to the cost of airfare from Cleveland, Ohio, to Florida. Claimant's supervisor was not in attendance at the pre-travel meeting.[2]

Claimant thereafter informed his supervisor of his intention to travel via POV but did not advise his supervisor as to the conditions stated in the pre-travel meeting. Claimant's supervisor authorized POV travel as advantageous to the Government in three travel authorizations in 2008 and 2009 and claimant was reimbursed at the rate of $0.585 per mile for POV travel. When the travel vouchers were subsequently audited, claimant's travel reimbursement was reduced to $0.285 per mile, the rate for reimbursement of a POV when its use is not advantageous to the Government.

Claimant then filed a grievance under the collective bargaining agreement procedure and the decision was issued by his supervisor. The decision stated the factual findings above, confirmed the correct reimbursement rate for mileage at $0.285 per mile, and determined that the travel authorizations for use of POV advantageous to the Government were erroneous. The decision emphasized that claimant's failure to advise his supervisor as to the matters discussed at the pre-travel meeting was the "main contributor" to the erroneous travel authorizations. The decision stated that claimant's travel vouchers were to be re-evaluated based upon the parameters discussed at the meeting.

After the grievance decision was issued claimant's travel authorizations were modified in accordance with that decision and his travel vouchers were re-evaluated. During the course of that re-evaluation, an issue arose as to the total allowable reimbursement. Claimant sought reimbursement for airfare up to $879 for each of the three trips, a non-contract fare which he stated another employee paid for travel. The agency would only allow reimbursement not-to-exceed $322.39 for each of those trips, based on the contract city-pair airfare rate.

Claimant asks this Board to review the agency's decision as to his grievance and the subsequent reevaluations of his travel vouchers.

Discussion

Claimant has the burden of proof and must establish all elements of his claim. *Amy Andress*, CBCA 757-TRAV, 07-2 BCA ¶ 33,636. He states that he does not understand why

[2] The agency has submitted an affidavit from the agency official who made these statements at the meeting.

his supervisor initially approved his travel via POV as advantageous to the Government and why his reimbursement was limited to an airfare lower than that paid "by one of his peers" when he flew on the TDY route.[3] Claimant maintains that the agency authorized travel by POV advantageous to the Government and that he is entitled to reimbursement of the mileage based upon the applicable rate.

The agency's decision explains why claimant cannot be reimbursed for his POV travel based on his original travel authorizations, as the agency's authorization for reimbursement of the POV travel as advantageous to the Government was clearly erroneous. Claimant was told that POV travel would not be authorized as advantageous to the Government and he failed to transmit this information to his supervisor. It is settled that an erroneous authorization does not enlarge an employee's entitlement beyond the limits established by statute or regulation. *Michael V. Lopez*, CBCA 511-RELO, 07-1 BCA ¶ 33,503.

Claimant is only entitled to reimbursement as determined by the grievance decision and subsequent adjustment. The Federal Travel Regulation (FAR), at 41 CFR 301-10.30 (2008), provides:

> **What will I be reimbursed if I am authorized to use common carrier transportation and I use a POV instead?**
>
> You will be reimbursed on a mileage basis, . . . plus per diem, not-to-exceed the total constructive cost of the authorized method of common carrier transportation plus per diem. Your agency must determine the constructive cost of transportation and per diem by common carrier under the rules in § 301-10.310.

Section 301-10.310(a) states that unless the employee uses a government vehicle, the mileage reimbursement is limited to the cost that would have been incurred for use of a government automobile, which in continental United States is $0.285 per mile. The agency therefore properly limited the rate of mileage reimbursement to $0.285 per mile.

The agency further explains why total reimbursement is limited to the constructive cost of common carrier transportation to and from the TDY site at city- pair rate, rather than use the non-contract fare requested by claimant. When determining the cost of common carrier transportation, NASA FTR Supplement 301-10.309 states that when a traveler uses

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[3] Claimant filed his request for review and then the agency filed its position. Claimant did not file a reply to the agency's response.

a POV in place of authorized common carrier transportation, the rate used on the constructive voucher will be the city-pair rate if it is provided between the points involved, whether they would have been available at the time of travel or not. Thus, the fact that claimant may know an employee who paid more than a city-pair rate for TDY travel is not relevant to claimant's reimbursement.

Claimant has not offered any evidence that supports his position that the agency's decision with regard to his grievance and subsequent adjustment of his travel reimbursement was erroneous.

Decision

The claim is denied.

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ALLAN H. GOODMAN
Board Judge