UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

January 11, 2007

CBCA 473-TRAV

In the Matter of DANIEL G. SHELTON

Daniel G. Shelton, Kingsport, TN, Claimant.

Kenneth William, Office of Chief Counsel, Federal Motor Carrier Safety Administration, Washington, DC, appearing for Department of Transportation.

PARKER, Board Judge.

The Department of Transportation's Federal Motor Carrier Administration sent Daniel G. Shelton on a temporary duty (TDY) assignment to Chattanooga, Tennessee, from July 16 through July 21, 2006. Instead of traveling from Washington, D.C., by air as authorized in his travel orders, Mr. Shelton drove his motor home to Chattanooga and stayed in the vehicle during his TDY assignment.

Mr. Shelton incurred allowable costs totaling $753.02 during the trip -- $693.02 in allowable mileage, per diem, and miscellaneous costs, and $60 in lodging costs (motor home parking fees, etc.). The agency reimbursed Mr. Shelton the total amount, but Mr. Shelton believes that he is entitled to be reimbursed based on the costs he would have incurred had he traveled by air and stayed in a hotel, or $1078.02.

Discussion

The dispute centers around the parties' differing interpretation of the Board's decision in *Russell E. Yates*, GSBCA 15109-TRAV, 00-1 BCA ¶ 30,705 (1999), *reconsideration denied*, 00-1 BCA ¶ 30,785. In *Yates*, we discussed issues concerning calculation of the appropriate amount to reimburse an employee who traveled to a temporary duty location and lodged in a motor home instead of flying to the location and lodging in hotels as authorized by the employee's travel orders. In denying the agency's request for reconsideration, we explained that the Federal Travel Regulation (FTR) requires the agency to:

> Limit reimbursement to the constructive cost of the authorized method of transportation, which is the sum of per diem and transportation expenses the employee would reasonably have incurred when traveling by the authorized method of transportation.

00-1 BCA ¶ 30,785, at 152,027 (quoting 41 CFR 301-70.105). We found that the agency failed to calculate properly the constructive costs of Mr. Yates' trip because it failed to include the cost of lodging in a hotel, which Mr. Yates would have had to do if he had not stayed in his motor home. *Id.*

We did not, however, as Mr. Shelton maintains, hold that Mr. Yates was automatically entitled to be reimbursed for the constructive cost of his trip -- the case concerned only the method of calculating a constructive cost for the trip for the purpose of creating the reimbursement limitation described in the FTR. We explained:

> The Board has not directed [the agency] to pay the claimant for hotel expenses he did not incur. Rather, we have simply directed [the agency] to calculate the constructive cost limitation applicable to the payment of Mr. Yates' allowable travel expenses in a way which is consistent with the FTR and common sense. Our decision does nothing more than clarify the manner in which the limitation is to be calculated and applied. Mr. Yates is not automatically entitled to the constructive cost of his travel. His claim, like those of all other federal employees, must be prepared and processed in accordance with all appropriate regulations and must contain requisite support for whatever reimbursement is sought. His allowable reimbursement is not based upon the constructive cost of his travel; it is simply not permitted to exceed that figure.

00-1 BCA ¶ 30,785, at 152,028. The proper amount for reimbursement is the total cost allowable under the FTR for the trip by means actually taken (in this case, mileage, per diem, lodging, etc.), not to exceed the constructive cost of the trip by means deemed to be in the Government's best interest. *Id.*

Because Mr. Shelton has already been reimbursed the total allowable costs of $753.02, he is entitled to no more. The constructive cost of his trip, which in this case exceeds the total allowable costs, is irrelevant.

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ROBERT W. PARKER
Board Judge