

Background

The record shows an active duty member of the United States Air Force assigned to an Air Force base in Georgia was directed to perform temporary duty (TDY) in Afghanistan. After completion of the TDY, the member began homeward travel and arrived in Italy on July 22, 2009. The member had a flexible travel schedule. On July 24, 2009, the member visited the contract commercial travel office (CTO) at his location to obtain tickets for his homeward travel on July 28, 2009. That travel was cancelled when there was an aircraft maintenance problem.

On the evening of July 29, 2009, the member was advised by his spouse of several medical issues affecting his family. The member telephoned his squadron commander to request travel home as soon as possible, and approval was granted. To arrange for travel the member states he called the after-hours telephone number for the CTO listed on his previous tickets (copies of which have not been provided). The member states that the representative who took his call advised him to contact the CTO at his location. The member states that he knew the CTO at his location had closed for the night and relayed that information to the representative, but was advised that the CTO at his location was the only contact they had for the member to call. The member states he called the CTO at his location, and it was closed for the evening. The member then procured his own tickets on a commercial travel website. He states that he followed the same itinerary as the tickets he had previously been issued and requested non-refundable tickets, which were less expensive. The member performed the travel and arrived home July 30, 2009.

The member submitted a DD Form 1351-2 voucher for his TDY tour, and it included a claim for \$3,129.20 for air travel from Italy to Georgia. After reviewing the member's travel, the Defense Finance and Accounting Service (DFAS) allowed \$1,623.00 for airline tickets for the member's return travel at government rates. By memorandum dated September 21, 2009, the Traffic Manager at his base in Georgia stated that \$1,623.00 was the government fare for the trip from Italy to the airport closest to his base in Georgia. That memorandum further stated that the CTO is available 24 hours per day, seven days per week; and that arrangements for official travel must be made through it. By memorandum for the record dated September 29, 2009, the member claimed \$1,506.20, the difference between the airfare the member paid and what he was reimbursed. In the memorandum, the member describes the events that gave rise to his claim. This memorandum was endorsed by the member's squadron and group commanders. It was forwarded without recommendation by the wing commander, and the commander of the finance office at his base requested a review by our Office. The member's claim was then forwarded to Financial Services Division at Langley AFB, which denied the claim on March 20, 2010, on the grounds that the tickets should have been booked through the after-hours CTO. The claim was forwarded to DFAS, and a draft administrative decision by them was issued on March 10, 2010, to which the member replied on April 5, 2010. DFAS's final administrative decision was issued on April 19, 2010, restating their original decision that regulations require that tickets be purchased through a CTO; that a 24-hour CTO was available; and since the tickets were not so purchased, reimbursement was properly limited to the government airfare for the same travel. DFAS denied the claim and forwarded it to our Office. The member appealed the decision by DFAS, and our adjudicator denied the claim on May 3, 2010, citing the same reasoning. The member requested reconsideration of the decision of June 3, 2010, and offered no new evidence.

Discussion

The record reflects the member's statement of his version of the events regarding the availability of the CTO in the beginning of this claim's process. Despite numerous opportunities afforded the member throughout the due process stages, the member provided no further evidence to support his claim except merely his contention that he is entitled to the money. At the last stage, the DOHA adjudicator pointed to the plain language of the JFTR, 1 JFTR U3120-D2, that the issue of whether the CTO was available or not is resolved by the AO (authorizing/order-issuing official). He noted that for the member the AO was located at his local base in Georgia, and the record did not include a determination by that official that a CTO was not available. In the member's request for reconsideration, he again contends he should be reimbursed the full amount of the cost of the flight. He argues that he hasn't seen proof of the government rate. He states he will keep his request simple because the issue "has become way more complex than it ever needed to be." He believes that he has done everything he can to do the right thing, and would like to know how to resolve this.

Department of Defense Instruction 1340.21 (hereinafter Instruction), ¶ E5.7, states that "the claimant must prove, by clear and convincing evidence, on the written record that the United States is liable to the claimant for the amount claimed." The member has stated he called the 24-hour CTO and was told to call the CTO at his location, despite his protests that office was closed. The member argues that makes the CTO unavailable. The agency has found that this does not make the CTO office "unavailable". The member was instructed as to the remedy the JFTR offered to overcome the agency's determination, but chose to offer no further evidence. Therefore, this Board concludes that in accordance with 1 JFTR U3102-D2, the member is limited to reimbursement in the amount of the government airfare from Italy to Georgia, which has already been paid. *See* DOHA Claims Case No. 01083001 (October 29, 2001); DOHA Claims Case No. 00033004 (June 22, 2000); and DOHA Claims Case No. 99101308 (May 5, 2000).¹

Conclusion

The member's request for reconsideration is denied, and we affirm the May 3, 2010, decision to deny the member's claim in the amount of \$1,506.20. In accordance with ¶ E7.15 of the Instruction, this is the final administrative action of the Department of Defense in this matter.

///Original Signed///

Michael D. Hipple
Chairman, Claims Appeals Board

¹ These cases are from a period when the provisions of 1 JFTR U3120-D2 were in 1 JFTR U3130-B.

///Original Signed///

Jean E. Smallin
Member, Claims Appeals Board

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Natalie Lewis Bley
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