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DATE: June 15, 2000

In Re:

[Redacted]

Claimant

Claims Case No. 00021416

CLAIMS APPEALS BOARD DECISION

DIGEST

A member who purchased airline tickets for emergency leave official travel did not purchase the tickets from a travel agency under government contract or other approved facility. Reimbursement of the member is not proper because paragraph U3120 of volume 1 of the Joint Federal Travel Regulations (1 JFTR ¶ U3120) requires that the member purchase tickets from one of the facilities described in 1 JFTR ¶ U3120-A. The record contains no indication that a proper exception applied under 1 JFTR ¶ U3120-B: *e.g.*, the order-issuing official did not authorize or later approve purchase from a non-authorized facility due to unusual circumstances when there was no alternative, or if a foreign country was involved, as in the present claim, when CTO services were not reasonably available and ticketing arrangements could not have been made through a branch office or general agent of an American-flag carrier.

DECISION

The member appeals a decision by the Defense Finance and Accounting Service (DFAS) to deny his claim for reimbursement for airline tickets he purchased for temporary duty travel (TDY). DFAS denied reimbursement because the member procured his transportation from a source other than those provided in paragraph U3120-A of volume 1 of the Joint Federal Travel Regulations (1 JFTR ¶ U3120-A) and no exception applied. [\(U\)](#) The Claims Appeal Board settles this matter for purposes of administrative convenience.

Background

The record indicates that the member was authorized emergency leave travel from Ramstein Air Base, Germany, to the United Kingdom, starting on December 13, 1999. [\(U\)](#) The member was to return on December 17, 1999. The member purchased tickets to accomplish the emergency travel directly from a non-American-flag carrier or agent, and there is no showing that the contract travel agent (apparently the Scheduled Airline Ticket Office (SATO) at Ramstein) was not

reasonably available or that ticketing arrangements could not have been made through a branch office or general agent of an American-flag carrier.

The member indicates that he requested emergency leave travel incident to the death of his father-in-law on December 9, 1999, in the United Kingdom. The member had obtained space available travel (Space A) for his wife on December 9th, and he intended to travel to the funeral in the United Kingdom with his son on December 14th, using Space A. However, the member returned home at approximately 1800 hours on December 14th, unsuccessful in his effort to secure Space A travel to RAF Mildenhall for himself and his son. The member learned that he could secure tickets on a commercial airline for himself and his son to travel from Hahn, Germany, to London Stanstead Airport, and he obtained round-trip tickets at the Hahn airport directly from a non-American-flag air carrier. After attending his father-in-law's funeral, the member purchased a return ticket for his wife from the SATO at RAF Mildenhall. The member states that he had not been on any previous emergency leave and was unfamiliar with the requirement to use the SATO. He states that he had intended to save the government money by using Space A.

Discussion

The member's efforts to utilize Space A transportation where available is commendable, but as an E-6 in the United States Air Force, he must have realized that the availability of Space A is subject to changeable operational circumstances. He had about five days to determine his responsibilities using commercial air if his Space A plans proved to be unattainable.

For travel claims, we must base our decisions on the law and implementing regulations applicable to the situation at hand--in this case, the relevant portions of the JFTR in effect at the time the member traveled. *See* DOHA Claims Case No. 96123013 (June 2, 1997). *See also* DOHA Claims Case No. 99101308 (May 5, 2000), a recent decision involving the same JFTR language in paragraph U3120 that controls the present claim. In the context of this regulation, we have held that the fact that the member was not advised to use an approved facility does not provide a basis for payment, since the government is not liable for the erroneous or negligent actions of its officers, agents, or employees. *See, for example*, the discussion in DOHA Claims Case No. 97041009 (July 30, 1997); DOHA Claims Case No. 97030601 (July 30, 1997); DOHA Claims Case No. 97041006 (August 26, 1997); and DOHA Claims Case No. 97031010 (September 16, 1997), all cited in DOHA Claims Case No. 99101308, *supra*. *See also* DOHA Claims Case No. 98051405 (May 20, 1998); and *Petty Officer John R. Blaylock, USN*, 60 Comp. Gen. 257 (1981).

As we explained in DOHA Claims Case No. 99101308, *supra*, the prohibition against disbursements not authorized by statute or regulation is so fundamental that even if an actual government official had specifically misinformed the member that he did not need to use a facility described in 1 JFTR ¶ U3120-A, the member still would not have had the right to reimbursement. The government is neither bound nor estopped by the erroneous or unauthorized acts of its officers, agents, or employees even though committed in the performance of their official duties, and it is a well-settled rule of law that the government is not bound by the erroneous advice of its officers or employees, when such advice contravenes existing regulations. *See* DOHA Claims Case No. 99092806 (February 4, 2000) citing *Joseph Pradarits*, 56 Comp. Gen. 131 (1976), and *Office of Personnel Management v. Richmond*, 496 U.S. 414 (1990), *reh'g denied* 497 U.S. 1046 (1990).

There is no indication that a CTO was not reasonably available or that ticketing arrangements could not have been made through a branch office or general agent of an American-flag carrier. The member's statement indicates that Ramstein had a SATO that was the CTO. And the order-issuing official has not authorized or approved purchase from a non-

approved facility due to unusual circumstances indicating that the member had no alternative.

Conclusion

The member's claim is disallowed.

Signed: Michael D. Hipple

Michael D. Hipple

Chairman, Claims Appeals Board

Signed: Arthur A. Elkins

Arthur A. Elkins

Member, Claims Appeals Board

Signed: Jean E. Smallin

Jean E. Smallin

Member, Claims Appeals Board

1. At the time that the member traveled (JFTR updated through Change 156), 1 JFTR ¶ U3120-A1 provided that in arranging official travel, personnel are required to use a commercial travel office under government contract, an in-house travel office, or a General Services Administration Travel anagement Center. But under 1 JFTR ¶ U3120-B, the order-issuing official may authorize/approve direct purchase from a non-contract travel agent or common carrier when unusual circumstances existed and there was no alternative. In a foreign country, a non-contract travel agent may be used when CTO services were not reasonably available and ticketing arrangements could not have been made through a branch office or general agent of an American-flag carrier. The exceptions in 1 JFTR ¶ U3120-B were prefaced with the following note: "When a non-contract CTO is used, the member must demonstrate that use of a contract CTO was

attempted. The last paragraph of 1 JFTR ¶ U3120-B contains the following payment limitation: "Reimbursement for transportation arranged through authorized/approved use of a non-contract travel agent or common carrier . . . is limited to the amount the member would have paid if the arrangements had been made directly through the carrier(s)."

2. Entitlement to travel for personal emergencies is explained in 1 JFTR ¶ U7205.