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DATE: May 30, 2000

In Re:

[Redacted]

Claimant

Claims Case No. 00022909

CLAIMS APPEALS BOARD DECISION

DIGEST

A member who purchased airline tickets for official temporary duty travel (TDY) did not purchase the tickets from a travel agency under government contract or other approved facility, and such a facility appears to have existed at his overseas assignment. Reimbursement of the member is not proper because paragraph U3120-A of volume 1 of the Joint Federal Travel Regulations (JFTR) requires that the member purchase tickets from one of the facilities described in 1 JFTR ¶ U3120-A unless the order-issuing official authorized purchase from a non-authorized facility due to unusual circumstances, or under 1 JFTR ¶ U3120-B the member can demonstrate that such a facility was not reasonably available at his overseas location.

DECISION

A service 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 purchased his air travel from a source other than one described in volume 1 of the Joint Federal Travel Regulations (JFTR), paragraph U3120 (1 JFTR ¶ U3120), and no exception applied. The Claims Appeals Board directly settles this claim for purposes of administrative convenience.

Background

The record indicates that the member was ordered beginning on November 14, 1998, to travel from Ramstein Air Base, Germany, to Wright-Patterson, Air Force Base, Ohio, for seven days of temporary duty, and then return to Ramstein. Block 16 of the member's travel orders (issued on November 5, 1998) referred him to Item 2 of the "TTS Standardized Travel Order" (dated ay 8, 1998), a copy of which was located on the back of the member's orders. Block 16 stated:

"Government procured transportation directed; report to the TMO as soon as possible. Failure to procure transportation through TMO when directed would result in non-reimbursement of travel expenses." The order-issuing official never authorized/approved purchase of tickets from a common carrier or a travel office not under Government contract.

The member states that on November 1, 1998, he was verbally instructed to make arrangements even though he did not have orders in his possession. He first went to the TMO to arrange Space Available travel, but because he wanted a family member to accompany him, suitable arrangements could not be made. He then went to the local Scheduled Airlines Ticket Office (SATO), but because of the busy Thanksgiving holiday period, SATO was not able to assure the member that he and his family member would be scheduled together on the same flight. The member reviewed the "General Use Travel Order Back" of previous travel orders and became convinced that the only real restriction was that he had to use an American-flag carrier. The member found a non-refundable ticket on US Airways below the maximum allowance authorized by the TMO. When on November 6, 1998, the member still had no orders in hand, he decided to purchase the non-refundable tickets. The member states that he was unaware of the requirement to purchase tickets from SATO (the government contracted travel office) until his claim for reimbursement was denied in January 1999. It is uncontested that the member obtained transportation from a source other than those described in 1 JFTR ¶ 3120-A. ⁽¹⁾

Discussion

In deciding claims based on the JFTR, 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. ⁽²⁾ See DOHA Claims Case No. 99092919 (April 19, 2000); and DOHA Claims Case No. 96123013 (June 2, 1997). In the context of volume 1 of the JFTR, 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. 99092919, *supra*, and the decisions cited therein.

The member's situation is similar to that of the claimant in DOHA Claims Case No. 99092919, *supra*. The wording of paragraph 1 JFTR ¶ U3120 was the same in both claims. The installation involved was the same. The former claim involved official travel pursuant to Consecutive Overseas Tour leave, while the current claim involves official travel for temporary duty. But, the claimant in DOHA Claims Case No. 99092919 may have more actively attempted to ascertain the correct information prior to purchasing his own travel than the current claimant because the former claimant checked for updates on the World Wide Web. Also, the claimant in the current claim may have avoided his predicament by not making a commitment for travel arrangements until he had possession of his orders. As it turned out, the orders directed him to report to the TMO for government-procured ticketing at the risk of no reimbursement. ⁽³⁾ In any event, as in DOHA Claims Case No. 99092919, the JFTR prohibited reimbursement unless the member obtained his tickets from a source in paragraph U3120-A, whether or not the member was aware of this requirement.

Conclusion

The member's claim is disallowed.

Signed: Michael D. Hipple

Michael D. Hipple

Chairman, Claims Appeals Board

Signed: Christine M. Kopocis

Christine M. Kopocis

Member, Claims Appeals Board

Signed: Jean E. Smallin

Jean E. Smallin

Member, Claims Appeals Board

1. At the time that the member traveled, 1 JFTR ¶ U3120-A 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 Management Center. As an exception "the order-issuing official must authorize/approve that unusual circumstances exist for a traveler to be reimbursed for transportation procured directly from a common carrier or a CTO not under Government contract." Paragraph U3120-B of volume 1 of the JFTR provided an additional exception in foreign countries other than Mexico and Canada which permitted use of non-contract CTOs "when services of a contract CTO aren't reasonably available and ticketing arrangements can't be secured from a branch office or general agent of an American-flag carrier."
2. At the time the member traveled, his entitlement was set forth in volume 1 of the JFTR as updated by Change 143, effective November 1, 1998.
3. While DFAS was more concerned about the member's violation of 1 JFTR ¶ U3120, the member also may have been denied reimbursement under 1 JFTR ¶ U3110 because he personally procured common carrier transportation incident to TDY even though he was directed to report to the TMO to obtain government-procured transportation.