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DATE: June 26, 2000

In Re:

[Redacted]

Claimant

Claims Case No. 00042805

CLAIMS APPEALS BOARD DECISION

DIGEST

A member who purchased airline tickets for temporary duty 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 unless under 1 JFTR ¶ U3120-B the order-issuing official authorized or later approved purchase from a non-authorized facility due to unusual circumstances when there was no alternative.

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 ordered to travel from Tinker Air Force Base, Oklahoma, to Minot Air Force Base, North Dakota, to perform temporary duty (TDY) for 11 days starting on October 11, 1999. The member requested and was authorized leave in Rapid City, South Dakota in conjunction with his official travel, and he returned to Tinker

on October 30, 1999. The member's orders⁽²⁾ stated that Part A on the reverse side applied, and Subpart A1 stated that the member was "directed" to use a transportation request. The member was further directed to report to the Transportation Management Office (TMO). However, the member purchased his tickets directly from United Airlines without going through TMO, N & N Travel (the CTO), or using his government charge card. The order-issuing official has not authorized or approved procurement from a non-authorized source on the basis that unusual circumstances existed indicating that the member had no alternative. The member claims \$236 for his round-trip travel.

The member explains that he was taking leave in Rapid City, South Dakota and that "the ticket price on-line was so great" that he purchased it directly from the airline. He was unaware of the requirement that he had to use a CTO or other approved source, and he stated that he was trying to save money for the government because the cost quoted by N & N Travel on September 24, 1999, was \$618.23.

The administrative report from the Air Force Materiel Command (AFMC) also notes a possible problem with reimbursing the member because he failed to comply with 1 JFTR ¶ U3110 in that "the specific mode is available via Government contracted transportation."

Discussion

As the AFMC report suggests, the member's orders directed him to obtain his travel by means of a GTR and to use government-procured travel. 1 JFTR ¶ U3110-A states that a member may not be reimbursed for personally-procured transportation when a specific transportation mode is directed. Government-procured transportation is named as an example of such a mode, and the GTR is a method of procuring transportation. Notwithstanding any problem with 1 JFTR ¶ U3120 (explained below) it appears that the member may have experienced difficulty in obtaining reimbursement because he failed to follow this directive in subpart A1 of the reverse side of his orders. *Compare* DOHA Claims Case No. 00022909 (May 30, 2000), footnote 3.

Even if the member had been authorized to purchase his own tickets, he cannot be reimbursed because he failed to follow the policy in 1 JFTR ¶ U3120. When a member with authority to buy his own tickets fails to use a CTO or other approved facility to procure his airline tickets, he must meet an exception in 1 JFTR ¶ U3120 to obtain reimbursement. With respect to domestic travel, the record must contain authorization (beforehand) or approval (afterwards) by the order-issuing official that unusual circumstances prevented the member's use of the CTO or other approved facility, and that the member had no alternative. The member also must demonstrate an attempt to use such facilities. Unfortunately, the record contains no evidence that the member met these requirements. In fact, it appears that the member did check with N & N Travel, the CTO for Tinker, and decided not to use them because he did not like the price he was quoted.⁽³⁾ Even if we accept the member's statement that he did not know he had to go through a government agency like the TMO, and extend that to include N & N Travel, he cannot be reimbursed because he did not meet the regulatory requirement to purchase from the CTO.

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).

For all of the above reasons, we find no basis to allow payment of the member's claim.

Conclusion

The member's claim is disallowed.

Signed: Michael D. Hipple

Michael D. Hipple

Chairman, Claims Appeals Board

Signed: Matthew E. Malone

Matthew E. Malone

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 154), 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. 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. TA-0036, dated October 5, 1999.
3. We do not suggest that the government cannot take advantage of lower fares. There are established procedures in the JFTR for taking advantage of a lower fare offered to the general public by a non-contract carrier or a comparable fare with available accommodations by the contract carrier. *See* 1 JFTR ¶ U3145.