

DATE: March 16, 2001

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In Re:

[Redacted]

Claimant

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Claims Case No. 01012201

## CLAIMS APPEALS BOARD DECISION

### DIGEST

A member who purchased airline tickets to comply with orders to attend official training 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.

### DECISION

A member of the United States Air Force appeals the November 21, 2000, Settlement Certificate of the Defense Office of Hearings and Appeals (DOHA) in DOHA Claim No. 00101102, which disallowed the member's claim for reimbursement of (1) \$357 for airline tickets; and (2) \$45 for an expense described as a "JSSF social fee."<sup>(1)</sup>

### Background

The record shows that the member resided in Omaha, Nebraska, near Offutt Air Force Base. The Air Force Reserve Command (Air Reserve Personnel Center) issued orders<sup>(2)</sup> on October 25, 1999, directing the member to report for school to Maxwell Air Force Base in Montgomery, Alabama, starting on November 7, 1999, and extending through November 19, 1999. The Settlement Certificate noted that the orders applied Item 4A on the reverse side of the AF Form 938, and Item 4A included the following language: "To procure own ticket: you must go to a government contracted ticket office. DO NOT PURCHASE AIRLINE TICKETS FROM A NON-CONTRACTED TICKET OFFICE"(Emphasis in original). Item 24 of the AF Form 938 noted a transportation cost of \$370.

The member procured her travel through a non-contracted commercial travel office (non-CTO). The member planned to travel, and did travel, from Omaha to Columbus, Ohio, on November 5, 1999, to leave her minor daughter in the care of another individual(s) during the training period. On November 7, 1999, she departed Columbus, for Montgomery. After completing training, she departed Montgomery and returned to Columbus on November 19, 1999. Apparently, she remained in Columbus for personal reasons until November 27, 1999, when she returned to Omaha. Part of the trip was for personal reasons, and to pay for that portion of the trip, the member wanted to use her earned frequent flyer miles. She says that she started making arrangements by going through the contracted commercial travel office (CTO) at Offutt AFB, but because she also had to make personal travel arrangements, she indicates that she was referred to the CTO's leisure travel unit. She indicates that because she wanted to use frequent flyer miles, the leisure travel unit referred her directly to Trans World Airlines (TWA). Due to her routing, TWA was not able to provide her service, and she indicates that she made arrangements with a non-CTO for her official travel on Delta Airlines.

The member points out that she received only a fax copy of the front side of her orders two days before she traveled, and she did not receive a full copy of her orders until she returned to Nebraska. She states that if she had been given a copy of the reverse side of the orders before she departed and read the restriction in Item 4A, she would have attempted to obtain a refund and re-book through the CTO. <sup>(3)</sup> She points out that she saved the government money by making the arrangements she made (\$357 versus \$370), and on appeal, she provided a statement from the CTO's on-site coordinator that she believes supports her claim for reimbursement. The coordinator stated that his office is not capable of handling any form of frequent flyer benefit, and if the traveler wanted to use such benefits, she had to go directly to the airline.

When the member returned, she submitted a travel voucher for her expenses, including \$357 for her airfare to/from Montgomery. The Air Force denied reimbursement because the member failed to obtain her ticket from an authorized facility as described in 1 JFTR ¶ U3120-A, and the order-issuing official has not authorized or approved procurement from a source other than those authorized in paragraph U3120-A.

### **Discussion**

Authorization or approval from the order-issuing official to obtain official domestic travel from a source other than one named in 1 JFTR ¶ U3120-A, is a condition precedent to payment. *See* DOHA Claims Case No. 99101308 (May 5, 2000). The failure of the Air Force to provide the member with the back side of the orders prior to her departure does not justify reimbursement of the member's non-CTO purchase. The Joint Federal Travel Regulations have the force and effect of law, and the member's travel entitlement is governed by the relevant portions of the JFTR that were in effect when the member traveled. *See* DOHA Claims Case No. 00010402 (June 8, 2000); and DOHA Claims Case No. 96123013 (June 2, 1997). 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 otherwise justify payment because the government is not liable for the erroneous or negligent actions of its officers, agents, or employees. In this regard, we refer to our discussion in DOHA Claims Case No. 00010402, *supra*, which cites numerous prior decisions by our Office and the Comptroller General.

The member argues that the CTO coordinator's statement supports her reimbursement. But this argument assumes that it was not necessary to procure the official portion of her travel from a CTO when she intended to use her frequent flyer mile benefit to procure the personal portion of her travel. The JFTR contains no such exception. Official travel must be purchased through an authorized source unless authorized or approved by the order-issuing official for the reasons stated in the JFTR, whatever the effect of that may be on the personal portion of the member's travel.

### **Conclusion**

We affirm the Settlement Certificate.

Signed: Michael D. Hipple

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Michael D. Hipple

Chairman, Claims Appeals Board

Signed: Christine M. Kopocis

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Christine M. Kopocis

Member, Claims Appeals Board

Signed: Jean E. Smallin

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Jean E. Smallin

Member, Claims Appeals Board

1. We will not address the social fee in this decision. Correspondence from the member's supervisor indicates that his office contacted the school, and officials at the school indicated that the fee was covered by per diem. Additionally, the travel supervisor at the Air Force Reserve's Consolidated Accounting and Finance Office stated in her January 24, 2000, correspondence that the fee was not authorized in the member's orders. DOHA's Settlement Certificate noted that the burden was on the member to justify the fee, and the member did not do so in her appeal.

2. The Orders were issued on AF Form 938, *Request and Authorization for Active Duty Training/Active Duty Tour*.

3. Documentation in the record indicates that the travel purchased by the member was not refundable.