

DATE: May 15, 2001

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In Re:

[Redacted]

Claimant

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Claims Case No. 01031501

## **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**

A member of the Air Force Reserve appeals a decision by the Defense Finance and Accounting Service (DFAS) to deny her claim for reimbursement for airline tickets she purchased for temporary duty travel (TDY). DFAS denied reimbursement because the member procured her transportation directly from the carrier rather than a source authorized in paragraph U3120-A of volume I of the Joint Federal Travel Regulations (1 JFTR ¶ U3120-A), and no exception applied. The Claims Appeal Board settles this claim for purposes of administrative convenience.

### **Background**

The record indicates that the member traveled from her home of record in Michigan to Sheppard Air Force Base, Texas on TDY to attend school from December 4, 2000, until December 15, 2000. The member's orders directed her to use government-procured transportation and advised her to contact the Commercial Travel Office (CTO). Use of the government charge card was mandatory for all authorized expenses.

As she began the return trip on December 15, 2000, the member realized that she was available to make earlier connections than those reserved for her. Her existing reservations scheduled her arrival in Detroit around 10 p.m., but she was anxious to return earlier if possible because snow was forecasted for the Detroit area that evening. If the member could make a flight leaving Dallas-Fort Worth (DFW) at 2:29 p.m., she would arrive in Detroit at 6:10 p.m. The member states that she tried to contact the CTO at her Reserve base at Selfridge Air Force Base, but the CTO's office was closed for lunch. The member states that she was not aware that she could have contacted the CTO through an alternate number because she had not previously changed any flight reservations. The member directly arranged alternative travel with American Airlines, canceling her reservations from Wichita Falls to Dallas, and amending the existing reservations between DFW and Detroit. The member states that she received a credit on her government charge card of \$193, and incurred a new liability of \$165.50, resulting in a net savings for the government. DFAS refused to pay the \$165.50 for the return air fare because the member procured her own travel in contravention of her travel orders. Further, she failed to show that she met the requirements for direct purchase from the airline under 1 JFTR ¶ U3120-B.

### Discussion

As DFAS suggests, a member may not be reimbursed for personally-procured transportation when a "specific transportation mode" is directed. Government-procured transportation is listed in the JFTR as an example of a "specific transportation mode." The member's orders directed her to use government-procured transportation. The member personally purchased her return transportation notwithstanding the direction to use government-procured transportation. Accordingly, the member may not be reimbursed. *See* 1 JFTR ¶ U3110-A.

Additionally, at the time of travel, 1 JFTR ¶ U3120-A (Change 168) required a member to use one of the following sources for obtaining tickets: a CTO, an in-house travel office, or a GSA Travel Management Center. Under 1 JFTR ¶ U3120-B, a non-contract travel agent or common carrier direct purchase was proper if authorized (beforehand) or approved (afterward) by the order-issuing official and unusual circumstances existed indicating that the member had no alternative. In any event, when a non-contract travel agent is used, the member "must" demonstrate that use of a contract CTO was attempted.

The member may have had a reasonable, perhaps even a compelling, justification to ask the CTO to change her travel arrangements to expedite her return home. However, 1 JFTR ¶ U3120-B still provides the standard for deviating from the general requirement to use an authorized source when making travel arrangements. In the current claim, there is no prior authorization or after-the-fact approval. The member attempted to reach CTO representatives at Selfridge AFB, but she states that she was unaware of any alternative means to contact the CTO to change her return travel when she was not able to reach Selfridge AFB on the first attempt. Overall, we are not convinced that the record contains sufficient evidence that the member experienced unusual circumstances that prevented her from using the CTO and that she had no alternative except to make a direct purchase. *See* 1 JFTR ¶ U3120-B1(a). In view of the restrictive nature of her travel orders, we believe that it was reasonable to expect the member to make additional attempts to contact the CTO or explain the lack of communication facilities. Also in view of the restrictive nature of 1 JFTR ¶ U3120-B, the member should have provided stronger support of the serious nature of the deteriorating weather conditions and the time constraints she faced in which to make a decision. A general statement that snow was expected sometime in the destination area does not seem to meet the 1 JFTR ¶ U3120-B standards. Service members within the Department of Defense are not eligible for reimbursement when they fail to adhere to the requirements of 1 JFTR ¶ U3120. *See* DOHA Claims Case No. 99101308 (May 5, 2000).

### Conclusion

The member's claim is disallowed.

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: Michael H. Leonard

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Michael H. Leonard

Member, Claims Appeals Board