

DATE: July 10, 1997

In Re:

[Redacted]

Claimant

Claims Case No. 97010705

## CLAIMS APPEALS BOARD DECISION

### DIGEST

An Air Force reservist on Inactive Duty Training was authorized to stay in contract quarters. He was instructed to pay for the quarters with his credit card, and seek reimbursement. While paragraph U7150-C4 of volume 1 of the Joint Federal Travel Regulations indicates that a member may be reimbursed in that situation, it is Air Force policy that quarters be provided without cost to a reservist on IDT only if the cost of the quarters is billed directly to the reservist's unit. The member's claim is denied because Air Force Instruction 32-6005 prohibits reimbursement.

### DECISION

This is in response to an appeal of Claim Settlement, DOHA Claim No. 96070179, September 11, 1996, which denied the claim of a member for reimbursement of lodging expense incurred incident to inactive duty for training (IDT).

#### Background

The member, an officer in the United States Air Force Reserve and an Individual Mobilization Augmentee (IMA) with the Defense Construction Supply Center in Ohio, was ordered to perform inactive duty training (IDT) at his IMA agency from October 28 through November 5, 1995, and December 2 and 3, 1995. (The member lives in another state several hundred miles away.) The record before us contains two forms titled "Authorization for Contract Quarters" signed by the military personnel/ billeting officer of the agency, authorizing him to stay in a particular motel at a government contract rate of \$39 per night for the periods in question. Written guidance from the same officer indicated that he was to charge the motel bill on his credit card and seek reimbursement under the regulations of his Service. The member stayed at the motel to which he had been directed and charged the bills, which totalled \$390, on a credit card. He claimed reimbursement on a Standard Form 1164, which was approved by the same personnel officer. The Air Force Reserve Command denied reimbursement.

#### Discussion

In Claim Settlement, DOHA Claim No. 96070179, supra, this Office denied the member's claim on the basis of paragraph U7150-C2 of volume 1 of the Joint Federal Travel Regulations (JFTR), which states that a member who performs IDT at the place where the headquarters of his reserve unit is located is not entitled to travel or transportation allowances because the headquarters of his unit is considered to be his duty station. See 1 JFTR para U7150- C1. While we deny the member's claim, we do not rely on that JFTR subparagraph.

Under 1 JFTR U7150-C4, reservists performing IDT with pay who are not otherwise entitled to per diem or actual expense allowance and who occupy "transient government housing" may be reimbursed for the actual cost of any authorized service charges or the cost of such lodging. While "transient government housing" is not defined in the JFTR, Air Force Instruction (AFI) 32-6005, which governs unaccompanied housing, includes contract quarters in that term.

According to AFI 32-6005 (formerly Air Force Regulation [AFR] 90-9), quarters (including contract quarters) may be provided to reservists who reside outside the normal commuting distance of the base. AFI 32-6005, para. 4-6b. Normally, if the quarters to be provided are contract quarters, the cost of the quarters is billed directly to the unit. The regulation states that members are not to be reimbursed if they pay for the quarters with their own money. AFI 32-6005,

para. 4-6a(2). While the stated reason which the Air Force Reserve Command gave for denying the member's claim was that he did not occupy VOQ/VAQ or contract quarters as authorized,<sup>(1)</sup> we have been informally advised by personnel of the Air Force Reserve Command that it routinely denies reimbursement claims like the one before us if the member pays for the cost of quarters. It is their view that the cost of contract quarters is the responsibility of the member unless the unit arranges to be billed directly. This appears to be in accordance with AFI 32-6005.

While the member in the situation before us is an Air Force reservist, his unit is a Defense agency rather than an Air Force unit. As noted above, he was authorized by the Defense agency to stay in contract quarters and was instructed to charge the cost of the quarters on a credit card and seek reimbursement from his Service. While 1 JFTR para. U7150-C4 would seem to allow the member's reimbursement under the present circumstances, the policies set forth in AFI 32-6005 would seem to preclude reimbursement.<sup>(2)</sup>

Despite the fact that the member followed the instructions of his reserve unit by staying in contract quarters as authorized and paying by credit card, we deny his claim, since payment of it would violate AFI 32-6005. However, we suggest that the Per Diem, Travel and Transportation Allowance Committee and the Services coordinate their policies and perhaps issue guidance on the matter, since there appears to be wide-spread misunderstanding of entitlements in this situation. Part of the confusion in the case before us may stem from the fact that the member was an Air Force reservist attached to a Defense agency.<sup>(3)</sup> This is not a unique situation, and it demonstrates the need for a uniform policy.<sup>(4)</sup>

### Conclusion

The reimbursement claim is denied.

/s/

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Michael D. Hipple

Chairman, Claims Appeals Board

/s/

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Joyce N. Maguire

Member, Claims Appeals Board

/s/ \_\_\_\_\_

Jean E. Smallin

Member, Claims Appeals Board

1. From the record, it appears that he occupied contract quarters as he was instructed to do.
2. While AFR 177-103, para. 7-20 allows reimbursement if members are erroneously charged for quarters, it does not appear that the member was charged erroneously in the situation before us. It appears that the Defense agency intended for him to be charged.
3. It is not clear whether the personnel officer of the Defense agency was aware of Air Force policy or whether he would have given different advice to the member if he had known. The fact that the member may have been misinformed does not provide a basis for payment of his claim, since the government is not liable for the erroneous or negligent acts of its officers, agents, and employees and since a member's entitlements must conform to the applicable statutes and

regulations. See DOHA Claims Case No. 97012101 (February 6, 1997); Petty Officer John R. Blaylock, USN, 60 Comp. Gen. 257 (1981).

4. We recently received a similar claim regarding an Air Force reservist who performed IDT at a Naval installation.