

Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

January 18, 2002

GSBCA 15692-TRAV

In the Matter of D. GREGORY ARNOLD

D. Gregory Arnold, Wright-Patterson Air Force Base, OH, Claimant.

Jim Gilmore, Accounting Officer, ASC/FMF, Headquarters Aeronautical Systems Center (AFMC), Wright-Patterson Air Force Base, OH, appearing for Department of the Air Force.

DANIELS, Board Judge (Chairman).

D. Gregory Arnold, an employee of the Department of the Air Force, has asked us to review his agency's denial of a claim for the cost of airline tickets he purchased to travel for the purpose of attending a course which is required for his position. We agree with the employee and his supervisor that the agency's denial of the claim was inconsistent with an applicable regulation. Even if we did not agree, however, we would, under well-established law referencing another regulation, direct the agency to make the requested payment.

Dr. Arnold, who works in Ohio, was authorized to attend a Defense Acquisition University class in Florida in June 2001. He enrolled in the class and arranged for his family to accompany him to Florida. Arrangements for his airline travel were made through a commercial travel office (CTO) designated by his agency, at a cost of \$208. A week before the class began, Dr. Arnold learned that due to an administrative error, he had been placed on a waiting list for the course rather than enrolled in it. His supervisor suggested that he travel to Florida with his family, paying for his airline ticket himself, and appear for the first meeting of the class. If he could be enrolled for the two-week course, he would do so, and travel orders for his attendance would be issued after he returned; if he could not be enrolled, he would remain with his family and be placed on annual leave for this period of time.

Dr. Arnold followed his supervisor's suggestion. He canceled the arrangements which had been made through the CTO and purchased an airline ticket for himself (as well as one for each member of his family) for round-trip travel to Florida, at a cost of \$202. He was enrolled in the class and completed it successfully. The confirmatory travel orders were issued as promised.

The Air Force paid all of Dr. Arnold's costs associated with this temporary duty assignment other than the amount he paid for the airline ticket. The agency bases its denial of reimbursement for the cost of the ticket on subparagraph C2207-A.1 of the Joint Travel Regulations (JTR), which states:

When making travel arrangements, employees are required to use the following (except as provided in subpar. B):

- a. a CTO . . . ,
- b. in-house travel offices, or
- c. General Services Administration (GSA) Travel Management Centers (TMC).

JTR C2207-A.1 (Feb. 1, 2001). Because Dr. Arnold did not buy his ticket from any of the three named sources, the agency believes that it cannot reimburse him for the cost of the ticket.

As Dr. Arnold and his supervisor point out, the regulatory provision on which the Air Force relies itself leads to a justification for the employee's having purchased his ticket from a source not on the list. The phrase "(except as provided in subpar. B)" directs the reader to the very next portion of the JTR, which says that "[a] non-contract travel agent or common carrier direct purchase may be used under the conditions in subpar. 1, but use must be authorized/approved by the order-issuing official." JTR C2207-B. The first of the four conditions in subparagraph B.1 is "Unusual Circumstances. A non-contract travel agent may be used in unusual circumstances when there is no alternative." Dr. Arnold's supervisor approved the purchase of the ticket from a non-contract travel agent, and he notes that because the employee traveled without advance knowledge that his trip would have an official purpose, he had the right to purchase the ticket from any source. The CTO was, by its own admission, not an alternative source of tickets for personal travel. As specified in the confirmatory travel orders, the trip was for an official purpose – attending a required class. We agree with the supervisor's comment that "[i]f this is not an unusual circumstance covered under the JTR I am at a loss to know what is."

Even in the absence of a clearly unusual circumstance, the Air Force would be obligated to pay for Dr. Arnold's airline ticket. The Federal Travel Regulation provides that when a federal employee purchases such a ticket for official travel from an unauthorized travel agent, the employee is responsible only for additional costs that result from his action. 41 CFR 301-50.2 (2000). We have made this point frequently, most recently in Vera A. Wood, GSBCA 15637-TRAV, et al. (Nov. 13, 2001). Dr. Arnold's ticket became one for official travel when confirmatory travel orders were issued to him. Because Dr. Arnold paid less for his ticket than he would have if he had purchased it from the appropriate CTO, the Air Force must repay him for the entire cost of the ticket.

Wood involved two Air Force employees, both of whom were improperly denied reimbursement for airline tickets they purchased from unauthorized sources. In that decision, we cited five other cases, all involving similar scenarios and reaching the same result. All of those cases also involved Air Force employees. The Air Force should cease its practice of denying reimbursement to employees in this situation. The Board's "travel and relocation

decisions are [all] precedential, which means that they are meant to be used as an example or a standard in resolving subsequent similar claims." Brent A. Myers, GSBCA 15466-RELO, 01-2 BCA ¶ 31,458. Air Force management should call this to the attention of the agency's travel and finance offices, so that in the future, claims will be resolved with Board decisions in mind, thereby avoiding futile defenses of repetitious cases here.

STEPHEN M. DANIELS
Board Judge