

# Board of Contract Appeals

General Services Administration  
Washington, D.C. 20405

---

December 4, 2000

---

GSBCA 15090-TRAV

In the Matter of LAUREL K. WHEELER

Laurel K. Wheeler, Bellevue, NE, Claimant.

Charles N. Stockwell, Travel Branch, Directorate of Travel and Vendor Pay, Defense Finance and Accounting Service, Denver, CO, appearing for Department of the Air Force.

**WILLIAMS**, Board Judge.

Claimant seeks reimbursement of \$325, the cost of an airline ticket she purchased from a noncontract travel office in conjunction with a temporary duty assignment. Claimant contends that agency officials erroneously advised her that she could make her own reservations and that she was unaware of proper procedures because she was an infrequent traveler.

Because claimant has demonstrated that she was an infrequent airline traveler, she may be reimbursed for her ticket in an amount not to exceed the cost which would have been properly chargeable to the Government if the tickets had been purchased from the appropriate travel office.

## Background

Claimant, a civilian employee of the Department of Defense at Offutt Air Force Base, Nebraska, was directed to perform a temporary duty assignment on May 10, 1999, in Palm Desert, California, from May 15-20, 1999. She was advised by an agency employee that she could make her own transportation arrangements and, therefore, contacted American Airlines directly, made reservations for herself and her spouse, and purchased nonrefundable tickets for \$325 each. This airfare consisted of a fare of \$285.19, a transaction tax of \$22.81, and other tax of \$17 for a total of \$325.

Because of a shortage of manpower, claimant's orders were not issued until May 14, 1999. Claimant's travel orders authorized her to fly into Ontario instead of directly into Palm Springs and stated in the remarks section:

Flying roundtrip to Palm Springs would be \$740 so member [<sup>1</sup>] is flying roundtrip into Ontario (90 miles away) for \$311.00 and is authorized a rental car for \$195.00 to drive to Palm Springs.

Claimant had previously performed official travel on the following dates: December 5-10, 1998; October 25-28, 1998; September 8-10, 1998; May 11-12, 1998; April 18-23, 1998; and May 31-June 15, 1997. However, only two of those trips involved air travel; the others all entailed transportation via claimant's privately owned vehicle (POV). The two occasions on which claimant did travel via air involved group travel, and someone else made the arrangements for her. Claimant states that because she normally drives to a temporary duty location she was unfamiliar with the rules about purchasing airline tickets.

The approving official on claimant's travel order concurred in claimant's request for reimbursement for the airline ticket. He stated: "Ms. Wheeler acted in good faith but did not receive the correct information from our orderly room in regard to obtaining airline tickets from the proper agency. In addition, Ms. Wheeler did not receive the travel orders in a timely manner." The agency denied reimbursement, however, since it found no basis for claimant to have used a noncontract travel office and it determined that claimant was not an infrequent traveler.

### Discussion

The pertinent paragraph of the Joint Travel Regulations (JTR), C2207, in effect at the time of claimant's travel, provides:

#### **C2207 ARRANGING OFFICIAL TRAVEL**

##### **A. Use of Travel Offices.**

In arranging official travel, employees are authorized to use the following in accordance with Service regulations:

1. Commercial travel offices (CTO) under contract to their respective organization;
2. In-house travel offices;
3. General Services Administration (GSA) Travel Management Centers (TMC).

Except as indicated in B, C, and D below when an employee purchases transportation from a travel agent (other than a CTO, in house travel

---

<sup>1</sup>The travel orders erroneously refer to claimant as a member of the uniformed services; she is a civilian employee of the Department of the Air Force.

office, or TMC), reimbursement is authorized only when the employee provides acceptable information that the services of a CTO, in house travel office, or TMC aren't reasonably available and ticketing arrangement can't be secured from a branch office or general agent of an American flag carrier.

**B. Infrequent Traveler.**

An infrequent traveler:

1. who is unaware of the general prohibition against the use of travel agents (other than a CTO, in house travel office, or TMC), and
2. who inadvertently purchases transportation with personal funds from a travel agent,

may be granted an exception on a one-time basis and paid for the travel cost incurred not to exceed the cost which would have been properly chargeable to the Government if the transportation service had been purchased directly from the carrier. . . .

**C. Exceptions in Foreign Countries . . .**

**D. Use of Travel Agencies for Group or Charter Arrangements . . .**

Claimant has cited unusual circumstances which prevented her from obtaining her ticket through the proper channels in that she was directed to perform a temporary duty assignment before she received travel orders and was advised to purchase her tickets herself. Claimant was unaware of the requirement that she purchase her airline tickets from a CTO, in-house travel agency, or TMC, since she had only flown on Government business twice before, with another individual making the arrangements.

The agency concluded that claimant was not an infrequent traveler because "she has traveled 2-3 times per year for the past two years." However, the agency did not recognize that all but two of these trips were made by POV and the two trips via air were group trips with arrangements made by others. The agency stated that "the opportunity existed for [claimant] to be aware of regulatory guidance regarding self-procurement of commercial transportation." The record as a whole, however, establishes that claimant was not in fact aware of this guidance. Further, claimant qualifies as an infrequent airline traveler since she only flew twice before on official business in group situations where she had no responsibility for making travel arrangements.

As we recognized in Susan K. Howard, GSBCA 15105-TRAV, 00-1 BCA ¶ 30,878, at 152,493, "the regulation does not expressly limit the term 'infrequent' traveler" and Board precedent addresses this issue on a case-by-case basis. In Howard, the Board held that a

traveler who had traveled periodically for temporary duty travel but had never before taken renewal agreement travel qualified as an infrequent traveler for renewal agreement travel where the traveler received outdated orders and erroneous advice. This case is similar to Howard, since claimant also received erroneous advice and untimely travel orders and had never before made arrangements for official air travel.

#### Decision

The claim is granted. Claimant is entitled to be paid for the travel cost incurred not to exceed the cost which would have been properly chargeable to the Government, if the tickets had been purchased from the appropriate travel office. In reimbursing the claimant, however, the agency should expressly advise her that this is a one-time exception which will not be available again. Andrew A. Rahaman, GSBCA 14365-TRAV, 98-1 BCA ¶ 29,679.

---

MARY ELLEN COSTER WILLIAMS  
Board Judge