

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

July 13, 2001

GSBCA 15533-TRAV

In the Matter of RICHARD C. MUTZMAN

Richard C. Mutzman, Englewood, OH, Claimant.

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

NEILL, Board Judge.

Claimant, Mr. Richard C. Mutzman, is a civilian employee of the United States Air Force. In August 2000, while assigned to Wright-Patterson Air Force Base in Ohio, he was issued orders to attend a training course at Fort Belvoir, Virginia. For travel during the course of his training, he purchased three airline tickets for which his agency refuses to reimburse him. These tickets were purchased commercially rather than from a military commercial travel office (CTO). The cost of the tickets comes to a total of \$485. Mr. Mutzman asks that we review the agency's denial of his claim.

The agency bases its refusal to reimburse claimant for these tickets upon section C2207-A.1 (Aug. 1, 2000) of the Joint Travel Regulations (JTR) of the Department of Defense (DoD). Pursuant to this section, employees are required to make travel arrangements using a CTO, an in-house travel office, or a General Services Administration travel management center. This provision contains some exceptions to the general rule, but none apply here. As a civilian employee of DoD, Mr. Mutzman is subject to the JTR.

In the past we have noted in similar cases that section C2207-A.1 of the JTR does not explain how failure on the part of an employee to make travel arrangements using one of the three types of offices identified in the provision affects the amount reimbursed. The Federal Travel Regulation (FTR), which also applies to civilian DoD employees, provides the guidance that we need to resolve a claim such as that brought here by Mr. Mutzman. The FTR does not make an employee liable for the entire cost of an airline ticket if he or she purchases the ticket from an unauthorized travel agent or travel management center. Instead, the FTR limits the employee's liability to "any additional costs" that result. 41 CFR 301-50.2 (2000). The employee, therefore, is entitled to reimbursement but not beyond what would have been paid had the ticket been purchased pursuant to regulation. Vivian E. Nichols, GSBCA 15493-TRAV, 01-1 BCA ¶ 31,366; Doris N. Lee, GSBCA 15451-TRAV, 01-1 BCA ¶ 31,279.

The Chief of the Financial Services and Systems Division at claimant's command advises us that Wright-Patterson has a CTO which offers a contract air carrier between the two cities involved in Mr. Mutzman's temporary duty assignment. Round trip airfare is said to be \$608. Consequently, in Mr. Mutzman's case, there are no additional costs associated with the ticket purchases he made. He should, therefore, be reimbursed the entire amount he paid for these tickets provided his claim is otherwise acceptable. Manuel F. Casiano, GSBCA 15304-TRAV, 00-2 BCA ¶ 31,004.

EDWIN B. NEILL
Board Judge