

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

August 25, 2000

GSBCA 15249-TRAV

In the Matter of HAROLD L. REID

Harold L. Reid, Apple Valley, CA, Claimant.

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

HYATT, Board Judge.

Claimant, Harold L. Reid, a civilian employee of the Department of the Air Force, traveled by air on official business from Ontario, California to Oakland, California on August 2, 1999, returning on August 3, 1999. Claimant purchased his airline tickets from his local travel agent at a lower cost than the Government rate. His travel orders specifically stated: "Special authorization for member to purchase his own airline ticket so long as the price does not exceed that normally paid by the U.S. Government for the same service."

When claimant returned from travel and processed a voucher for payment of expenses, he was told that his airfare could not be reimbursed because he did not purchase his tickets through the Government travel agency. In support of this position the Air Force cites Joint Travel Regulations (JTR) provision C2207, which states that in arranging official travel, employees are required to use commercial travel offices (CTOs) under contract to their respective organizations, in-house travel offices, and General Services Administration (GSA) travel management centers (TMCs). When an employee purchases transportation from a source other than those authorized by regulation, reimbursement will be permitted only if the employee provides acceptable information that the services of the CTO, in-house travel office, or a TMC were not reasonably available. The version of this provision to which the agency refers was in effect as of June 1, 1998.

The Federal Travel Regulation (FTR) was revised in 1998 to provide that employees are to use the services of a contract travel agency if their agency has such a contract, or otherwise arrange travel in accordance with the agency's policy. 41 CFR 301-50.1 (1999). When an employee uses an unauthorized travel agent or travel management system, the employee may be reimbursed, but is responsible for any additional costs incurred that result

from the unauthorized use of a non-contract travel agent and may be subject to such penalties as the agency may impose. 41 CFR 301-50.2.

Effective June 1, 1999, JTR C2207 was revised. Subpart A continues to provide that employees must use the services of CTOs under contract to their respective organizations, in-house travel offices, or TMCs. Subpart B, however, now states that a non-contract carrier or travel agency may be used under certain conditions, but that such use must be approved by the order-issuing official. Subpart B1 further provides that a non-contract travel agency may be used in unusual circumstances where there is no alternative. A note preceding this subpart states that the employee must demonstrate that use of a CTO was attempted. When this is the case, reimbursement is limited to the amount the employee would have paid if the arrangements had been made directly through the contract carrier. The regulation does not state what the consequences are should a non-contract travel agent be used to procure tickets for official travel.

Although claimant's use of a non-contract travel agency was authorized, the record here does not reflect whether claimant attempted unsuccessfully to use the CTO or whether no alternative to use of a non-contract travel agent was available for this travel. In Manuel F. Casiano, GSBCA 15304-TRAV (June 5, 2000), however, we recognized that the JTR does not address how the failure to use a contract travel agent would impact reimbursement of costs. As a result, we applied the pertinent FTR provision, which is applicable to all civilian employees of the United States Government, including those employed by the Department of Defense. This provision permits reimbursement of costs limited to what the Government would have paid if the contract travel agent had been used. Here, claimant's ticket cost less than the contract fare. Accordingly, Mr. Reid should be reimbursed for the cost of his ticket.

CATHERINE B. HYATT
Board Judge