



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 20, 2007

CBCA 489-TRAV

In the Matter of JULIE H. HERLING

Julie H. Herling, Silverdale, WA, Claimant.

A. T. Tangonan, Deputy Disbursing Officer, Personnel Support Activity Detachment, Department of the Navy, Bremerton, WA, appearing for Department of the Navy.

KULLBERG, Board Judge.

Claimant, a civilian employee of the Department of the Navy (Navy), has requested review of the denial of full reimbursement for the airfare to her temporary duty (TDY) assignment in Washington, D.C.

This case was docketed previously at the General Services Administration Board of Contract Appeals (GSBCA) as GSBCA 16967-TRAV. On January 6, 2007, in accordance with section 847 of the National Defense Authorization Act for Fiscal Year 2006, Pub. L. No. 109-163, 119 Stat. 3391, the Civilian Board of Contract Appeals (CBCA) was established,¹ and this case was then docketed by the CBCA as CBCA 489-TRAV.² The

¹ With the establishment of the CBCA, the GSBCA and the boards of contract appeals for the Departments of Agriculture, Energy, Housing and Urban Development, Interior, Labor, Transportation, and Veterans Affairs ceased to exist, and the cases, personnel, and other resources of those former boards were transferred to the CBCA.

² This case was originally assigned to Judge Parker, and it was subsequently reassigned to Judge Kullberg on February 8, 2007.

holdings of the GSBCA and other predecessor boards of contract appeals are binding on this Board. *Business Management Research Associates, Inc. v. General Services Administration*, CBCA 464 (Jan. 18, 2007).

Claimant contends that due to an administrative error, the airline ticket for her TDY was not purchased through SATO, the travel management system (TMS) contractor for the Navy, but, instead, it was purchased elsewhere at a cost of \$648.40. Her airfare could have been obtained through SATO at a lesser government rate of \$498.40, but she was unable to exchange her ticket through SATO for one at the government rate because her ticket was not refundable or transferable. Subsequently, she was denied reimbursement for the full amount of her airfare, which had been charged to her credit card. Instead, she was reimbursed for only the government rate of \$498.40.

The Joint Travel Regulations (JTR), which are applicable to claimant, limit the reimbursement for her airfare to the government rate that would have been charged if she had obtained her ticket through the Navy's TMS, the contractor for which was SATO. JTR C2203-D.1. Claimant is also subject to the Federal Travel Regulation (FTR), and the FTR would have required an approved exception to using SATO in order for her to be fully reimbursed. 41 CFR 301-50.5 (2005) (FTR 301-50.5). An exception to arranging travel through an agency's TMS requires a finding that doing so would unreasonably burden the agency's mission, compromise a national security interest, or endanger the traveler's life. FTR 301-50.4. The Navy did not find that any of those exceptions applied to claimant, but rather, it determined that claimant did not meet the criteria of "mission critical" for full reimbursement. Claimant, therefore, was properly reimbursed for the cost of her airfare up to the amount of the government rate, and she must personally bear any extra cost incurred. *See Anna Maria Abrigo*, GSBCA 15675-TRAV, 02-2 BCA ¶ 31,921.

Claimant has alleged that her airline ticket was purchased as the result of an administrative error made by an agency official's secretary. After receipt of the agency's submission, claimant advised that she did not intend to file a response, so she has never provided any further explanation or evidence to support her allegation. In any case, even if claimant's ticket were purchased in error as alleged, this Board cannot direct payment of public funds for travel expenses incurred by mistake where reimbursement of such expenses is not allowed under statute or regulation. *See Thomas Gozzo*, GSBCA 14168-TRAV, 97-2 BCA ¶ 29,290.

H. CHUCK KULLBERG
Board Judge