



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

November 2, 2020

CBCA 6896-TRAV

In the Matter of CLIFTON F.

Clifton F., Claimant.

Mark D. Dellinger, Director, Travel Management and Policy Division, Office of Logistics Operations, Department of State, Washington, DC, appearing for Department of State.

SHERIDAN, Board Judge.

Claimant incurred extra fees when his cost-constructed restricted tickets had to be changed due to an order returning him to post. Claimant seeks repayment of those extra fees. According to the Foreign Affairs Manual (FAM), which provides guidance for the payment of travel expenses for Department of State (DoS) employees, when an employee chooses to cost construct his or her travel, there can be no additional cost to DoS regardless of the circumstances surrounding changes to the employee's itinerary.

Background

Claimant was assigned as a DoS special agent at the U.S. Mission to Iraq in Baghdad. He scheduled a rest and recuperation (R&R) trip and, in accordance with DoS policy, was authorized round-trip unrestricted air travel. Instead, claimant requested round-trip restricted tickets for a cost constructed route for the amount of \$3251.42, plus transaction fees of \$78.

While he was on R&R, Post Baghdad was placed on ordered departure on May 14, 2019. Claimant was sent an email on May 24, 2019, notifying him that the Under Secretary for Management had approved his return to post and instructing him to coordinate with his supervisor to determine his return date. When claimant contacted the DoS to change his

R&R ticket to return to Baghdad, he was reminded that he had originally purchased a cost constructed ticket for his R&R travel from Baghdad to London, United Kingdom, to Baghdad.

On May 27, 2019, at the request of claimant, his cost constructed return tickets were exchanged and reissued for his new requested return date of May 28, 2019. The travel agency advised that when changing his return date they would have to charge him \$371.37 in airline-imposed reservation change fees, a second \$39 travel agency cost construct fee to exchange his original ticket, and an additional 3% credit card charge fee. This totaled \$423. Claimant acknowledged and approved the charge. Claimant requested reimbursement of \$423 for the costs he incurred to have his cost constructed R&R airline tickets changed and reissued.

On August 4, 2020, the DoS's Exceptions Committee unanimously denied the claim in accordance with 14 FAM 515, 561, 564.l(b), and 585.2-1.

Discussion

Claimant's travel authorization states the following:

Your trip is considered cost constructed against the authorized route of BGW-LHR-BGW. The flexibility to cost construct does come with the understanding that you will be personally responsible for ANY and ALL additional costs and/or penalties in connection with your travel, regardless of the reason expenses are incurred even when it is the fault of the government.

Per 14 FAM 585.2-1, Personal Financial Responsibility, "when a traveler deviates from an authorized, usually traveled route, for any reason, the traveler must bear the extra expense for the portion of the journey that is by an indirect route." For this reason, ISU requires that all travelers check the following cost construct certifying statement on travel requests before the TMC will issue the traveler's R&R ticket. Also, per 14 FAM 585.2-1, "when a traveler deviates from an authorized, usually traveled route, for any reason, the traveler must bear the extra expense for the portion of the journey that is by an indirect route."

ISU requires that all travelers check the cost construct certifying statement on travel requests before the TMC will issue the traveler's R&R ticket. The cost construct certifying statement that claimant acknowledged provides:

I acknowledge that if I cost construct my travel, once I finalize the purchase of my ticket, I will be responsible for all costs associated with changing my itinerary, regardless of whether the change is for official or personal reasons. These costs include, but are not limited to, penalties, fees, or price differences in ticket.

Claimant checked the box below the statement to acknowledge the statement.

Further, 14 FAM 564.1, Unrestricted Fare Policy, states:

a. **In general and when possible, the Department utilizes the lowest-cost unrestricted fares available for travel between authorized origin and destination**, respecting the terms of the General Services Administration (GSA) city-pair program, for all official travel.

b. **An individual may request the purchase of a restricted or penalty fare for official travel based on personal convenience** (e.g., taking an indirect route for personal reasons or wishing to travel in a class of service other than the one authorized), **but the individual is responsible for any and all additional costs and/or penalties incurred in connection with such fares**. See 14 FAM 561 for an employee's responsibility to exercise due care.

(Emphasis added.)

Finally, 14 FAM 561.2, Exercising Care in Incurring Expenses, warns:

An employee traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes, delays, or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this standard. **Employees will be responsible for excess costs and any additional expenses incurred for personal preference or convenience.**

(Emphasis added.)

A staff notice to all U.S. Mission to Iraq employees states:

Travelers are now able to cost construct into any class of fare for personal convenience However, this **flexibility does come with the**

understanding that you will be responsible for any and all additional costs and/or penalties incurred in connection with such fares. This applies even if the change is the fault of the USG [United States Government] (such as an unexpected mission essential support, cancellation of training, etc.) **because if the travel had been conducted using an unrestricted fare, there would have been no penalties.**

(Emphasis added.)

Decision

As stated above, the Department issues unrestricted, fully refundable tickets for official travel. However, when cost constructing his R&R, claimant requested restricted tickets acknowledging and accepting the risk he was taking. Had claimant traveled as directed and not chosen to cost construct, there would have been no additional cost to him or DoS regardless of the circumstances surrounding changes to his itinerary.

The Board concludes that the added ticket cost, which is due to claimant's decision to cost construct his travel, is solely his financial responsibility. While claimant incurred extra costs as a result of an unplanned ordered departure from post, DoS is not responsible for increased costs for official travel that is cost constructed for the personal convenience of the traveler.

Patricia J. Sheridan
PATRICIA J. SHERIDAN
Board Judge