



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 18, 2025

CBCA 8291-TRAV

In the Matter of BRIAN G.

Brian G., Claimant.

Bonnie L. Petree, Lead Senior Accountant, Office of the Comptroller, Naval Air Warfare Center Aircraft Division, Department of the Navy, Patuxent River, MD, appearing for Department of the Navy.

KULLBERG, Board Judge.

The agency, the Department of the Navy (DON), submitted this matter to the Board on behalf of the claimant in this matter. DON denied reimbursement for a portion of claimant's airfare in the amount of \$1431.68, which was the difference between the original cost of claimant's airline ticket, which he cancelled shortly before departure, and the cost of his ticket for a rescheduled flight later that same day. Claimant rescheduled his flight because he had left his current government passport at home and had to return home and take a later flight that evening. DON contends that claimant did not act as a prudent traveler and should be responsible for the increased cost of the flight. For the reasons stated below, the Board concludes that claimant is entitled to reimbursement for the additional cost of the flight.

Background

DON issued to claimant temporary duty (TDY) orders for travel to Europe. The scheduled air transportation office (SATO) arranged claimant's overseas flight with a non-U.S. flag air carrier at a cost of \$1754.63. Claimant's flight was scheduled to depart at 3:20 p.m. on October 5, 2024, but when he arrived at the airport, he discovered that he had brought his expired government passport instead of his current one. Lacking sufficient time in which to return home to get his current passport before his scheduled departure, claimant

contacted SATO and rescheduled his departure to 10:15 p.m. that evening so that he would be able to attend a scheduled overseas meeting the next day. SATO charged the increased cost of claimant's airline ticket, which amounted to \$1431.68, to claimant's government credit card. DON did not reimburse claimant's voucher for that additional amount, but, instead, submitted this matter to the Board on claimant's behalf. DON's agency report recommended against reimbursing claimant for the additional airline cost because claimant did not bring his current valid passport to the airport initially and, therefore, did not exercise the care of a prudent traveler when he incurred the increased cost of airfare. DON acknowledged that claimant rescheduled his flight in order to arrive on time for his meeting overseas.

Discussion

At issue is whether claimant is entitled to reimbursement for the increased cost of his airfare because he had to reschedule his departure flight in order to return home to get his current government passport. The Federal Travel Regulation (FTR), which applies to claimant, provides the following:

What standard of care must I use in incurring travel expenses?

You must exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.

41 CFR 301-2.3 (2024) (FTR 301-2.3). The Joint Travel Regulations (JTR), which also apply to claimant, state that "[t]he guiding principle behind the JTR is to travel responsibly." JTR 010102 (Oct. 2024). "The word 'responsibly' means that the traveler exercises the same care in incurring expenses for Government travel that a prudent person would exercise if traveling at personal expense." *Id.* The JTR further states that "[t]he traveler is financially responsible for excess costs, circuitous routes, delays, or luxury accommodations that are unnecessary or unjustified." *Id.* 010103.

DON's agency report cites the Board's decision, *Jonathan Jay Rittle*, CBCA 3245-TRAV, 13 BCA ¶ 35,406, in support of its contention that claimant should pay for the increased cost of his ticket. In *Rittle*, the claimant was unable to board his scheduled flight because he had forgotten his passport and had to reschedule his flight for the following day by purchasing a new ticket instead of rescheduling his flight through SATO. *Id.* at 173,702. While the Board noted that employees on travel must exercise the same care as a "prudent person," the Board added that claimant was not entitled to reimbursement for the increased cost of his flight because he had forgotten his passport and "[b]ut for that, there would have been no additional charges because he would have traveled on his original flight." *Id.* at 173,703.

The Board, however, finds that the *Rittle* decision adds a “but for” test to the prudent traveler standard that creates an inflexible standard. In contrast, the Board reached a different result in *Teresa R. Jones*, CBCA 5774-TRAV, 17-1 BCA ¶ 36,836 (2016). In that case, the claimant incurred additional travel expenses for a rental car as a result of missing the departure of her train. *Id.* at 179,506-07. In response to the agency’s position that claimant should be responsible for any increased expense, the Board stated the following:

The agency . . . indicated . . . that a different rule applies when an employee misses a flight or train. It interprets the Board’s decision in *Matthew C. Altland* [, CBCA 3729-TRAV, 14-1 BCA ¶ 35,775], as placing blame on travelers who miss previously scheduled transportation and requiring such travelers (at least to the extent that they do not obtain prior authorization from their authorizing officials to alter their travel plans) always to bear any increased costs resulting from missed flights or trains. The agency has misread *Altland*, which does nothing more than apply the “prudent traveler” rule in a situation in which the traveler did not act prudently. In *Altland*, the traveler and his family had arrived at an airport one-and-a-half hours before a scheduled return flight . . . but delays . . . that were not [their] fault . . . caused them to miss their flight. In response, . . . the traveler . . . purchased entirely new airline tickets without cancelling or seeking some kind of compensation for the unused tickets, without contacting the agency’s travel office, and without contacting his supervisor.

Id. at 179,507-08. The Board also noted that “if a traveler intentionally and purposely misses scheduled transportation during TDY travel without a legitimate official business reason, the traveler cannot pass resulting increased travel costs through to the Government.” *Id.* at 179,508.

The Board’s decision in *Teresa Jones*, as opposed to *Rittle*, should apply in this matter. Claimant acted in a prudent manner by rescheduling his flight through SATO so that he could still depart in time for his meeting the next day, and the FTR and JTR would have prohibited him from personally purchasing a flight with a non-U.S. flag air carrier. FTR 301-10.143; JTR 020206.I.2. Claimant, consequently, had no alternative to using SATO to reschedule his flight, and the amount that SATO charged presented claimant with

an actual “Hobson’s choice.”¹ Any additional cost for the rescheduled flight was that charged by SATO, and claimant had no control over the increased fare. Under those circumstances, claimant acted in a prudent manner. Nothing in the record suggests anything other than an honest mistake on claimant’s part, and there is no evidence that claimant acted in an irresponsible manner. The additional cost that claimant incurred was necessary and justified under the circumstances. Claimant is, therefore, entitled to be paid the full amount of the cost of his airline ticket.

Decision

Claimant is entitled to the relief sought and shall be reimbursed for the additional airfare in the amount of \$1431.68.

H. Chuck Kullberg
H. CHUCK KULLBERG
Board Judge

¹ “The phrase refers not to two or more undesirable choices, but to the option of taking the one thing offered or nothing at all. Thomas Hobson, who rented horses in Cambridge, is reputed to have compelled customers to take the horse closest to the stable door or else go without.” Bryan A. Garner, *The Elements of Legal Style*, at 107 (2d ed. 2002).