



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 19, 2025

CBCA 8149-RELO

In the Matter of PAUL H.

Paul H., Claimant.

Major Jonathon B. Hoover, Deputy Chief Federal Litigation Branch, Labor Law Field Support Center, Department of the Air Force, Joint Base Andrews, MD; and Captain Baylee B. McLeod, Assistant Staff Judge Advocate, 374th Airlift Wing, Department of the Air Force, APO Area Pacific, appearing for Department of the Air Force.

VOLK, Board Judge.

Claimant seeks review of a Department of the Air Force decision granting him only partial reimbursement for airfare costs he incurred when relocating for overseas civilian employment. The Air Force asserts that it lacks authority to fully reimburse claimant under a provision of the Joint Travel Regulations (JTR). We conclude that full reimbursement is permitted by the Federal Travel Regulation (FTR), which controls in the event of a conflict between it and the JTR. We grant the claim.

Background

Upon receiving his travel orders in November 2022, claimant attempted to arrange airfare through the Air Force's travel office. The agency's travel vendor improperly refused to book his airfare, believing—erroneously—that it could not do so because claimant did not yet have a government-issued travel card. The Air Force authorized claimant to purchase the airline tickets with his personal credit card and seek reimbursement after arriving overseas. Claimant purchased economy-class tickets for himself and two dependent family members at a cost of \$1299.30 per ticket. When claimant later submitted his travel claim, the Air Force limited his airfare reimbursement to the government-contracted rate of \$473 per

ticket, leaving an unreimbursed total amount of \$2478.90, which claimant now seeks to recover.

The Air Force acknowledges that the government-contracted rate was available only through the Air Force's travel vendor and that claimant "booked the tickets in good faith, in a manner approved by the Air Force and in a seat class that is required by the government." The Air Force states that its travel office "simply lacks the authority to reimburse him for the additional cost since the Government is bound by the JTR reimbursement rate."

The Air Force's position is based on JTR 020207-F, which caps reimbursement at the "policy-constructed fare," even when the agency's travel management company (TMC) is not available to arrange the required transportation. JTR 020207-F (Nov. 2022) ("When the [Authorizing or Approving Official] certifies that a TMC is not available to arrange the required official transportation, the traveler receives reimbursement for the actual authorized or approved transportation costs, including the transaction fee. The total transportation reimbursement must not exceed the policy-constructed fare that meets mission requirements.").

Discussion

The JTR reimbursement limitation cited by the Air Force conflicts with the FTR. Under the FTR, a traveler's responsibility for increased costs resulting from failing to use the agency's required travel booking system depends on whether the agency grants an exception to the requirement of using the agency's system. 41 CFR 301-50.5 (2022) (FTR 301-50.5) ("What is my liability if I do not use my agency's TMS [Travel Management Service] or the E-Gov Travel Service, and an exception has not been approved? If you do not have an approved exception . . . , you are responsible for any additional costs resulting from the failure to use the TMS . . ."). The clear implication of FTR 301-50.5 is that an agency may reimburse transportation costs exceeding the government-contracted fare if the agency grants an exception to the requirement to book transportation through the agency's travel system. A JTR provision forbidding such reimbursement, even if the agency grants an exception, conflicts with the FTR.

When a conflict exists between the JTR and the FTR, the FTR controls. *John G.*, CBCA 7203-TRAV, 22-1 BCA ¶ 38,157, at 185,316. Here, FTR 301-50.5 controls, and the Air Force had authority to fully reimburse claimant's airfare, provided it granted an exception from the requirement to use the agency's travel booking system.

Although exceptions are discretionary, the Air Force's response to the Board in this case indicates that the Air Force either did or would grant an exception, considering that claimant was prevented from using the agency's travel system. *E.g.*, Agency Response at

2 (“he booked the tickets . . . in a manner approved by the Air Force”). The Air Force’s response also makes it clear that it would have reimbursed claimant’s airfare in full but for its application of the JTR provision discussed above. We, therefore, grant the claim.

Decision

The claim is granted.

Daniel B. Volk

DANIEL B. VOLK
Board Judge