

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548**

July 8, 1983

B-210374

FILE:

DATE:

MATTER OF: Marlene Boberick - Contract Airfares -
Government-Designated Travel Vendor
Services

DIGEST: Employee of Department of Housing and Urban Development reclaims travel expenses disallowed by agency due to indirect routing in connection with official travel between Anchorage, Alaska, and Washington, D.C., on September 27 and October 1, 1982. Although expert opinion establishes that lower direct airfares were in existence at the time travel was performed, record supports finding that the purchase price was quoted as the lowest available fare on September 17, 1982, when employee purchased ticket from a Government-designated travel vendor service. While this quotation was in error, employee should not be penalized in circumstances discussed in this case.

Ms. Marlene Boberick, an employee of the Department of Housing and Urban Development based in Anchorage, Alaska, reclaims \$248.19 in official travel costs which were disallowed by the agency's Seattle Regional Accounting Office in connection with her round-trip travel from Anchorage to Washington, D.C., in late September and early October 1982. In essence the certifying officer found that in consequence of performing certain personal travel Ms. Boberick did not obtain the lowest available direct airfare as required by regulation. Ms. Boberick counters that she did in fact obtain the lowest airfare available for her official travel on the date she secured her ticket, and that she fully paid for the increase in the cost of her ticket occasioned by her personal side trip.

We determine that Ms. Boberick should not be penalized in these circumstances where she acted in good faith and in conformance with applicable regulations but nevertheless encountered ticket price discrepancies when using Government-designated travel vendor services.

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BACKGROUND

Ms. Boberick's official travel itinerary was Anchorage to Washington, D.C., via Northwest Airlines on September 27, 1982, and return from Washington, D.C., to Anchorage via Northwest Airlines on October 1, 1982.

Ms. Boberick's actual itinerary included Anchorage to Washington, D.C., via Northwest on September 27, 1982; Washington to Los Angeles via TWA on October 1, 1982; and Los Angeles to Anchorage via Western Airlines on October 3, 1982.

On September 17, 1982, Ms. Boberick used a Government Transportation Request (GTR) annotated only with the Anchorage-Washington, D.C.-Anchorage routing to obtain an airline ticket for official travel commencing September 27, 1982, between Anchorage and Washington, D.C. The airline tickets were issued on September 17, 1982, by the Scheduled Airlines Traffic Office (SATO) in Anchorage, acting as agent for Northwest Airlines. On September 17, 1982, when Ms. Boberick's ticket was issued both SATO and Northwest Airlines indicated that \$820.84 was the lowest round-trip fare available for the official Anchorage-Washington, D.C.-Anchorage routing. At this point Ms. Boberick asked the ticketing authority to include a segment of personal travel providing for an intermediate stop in Los Angeles. This portion of indirect personal travel increased the cost of the official travel itinerary by \$9.40, and was paid for by Ms. Boberick.

Subsequently, the agency's Seattle Regional Accounting Office noted an apparent discrepancy since another employee returning from Washington, D.C., on October 1, 1982, was ticketed by the Anchorage SATO at a cost of \$598.93. Determining that other lower fares were in existence for her official travel and noting that the traveler must bear any increased expense incident to indirect routing, the Seattle Regional Office disallowed \$248.19 of Ms. Boberick's total travel claim.

CONTENTIONS OF THE PARTIES

The Anchorage SATO, which provides designated travel vendor services for Government employees, explains that in order to continue to provide special fares for Government

travelers they contacted the Northwest Airlines tariff department on September 5, 1982, concerning the schedule of Government contract airfares which was due to expire on September 30, 1982. The original contract airfares expired on June 30, 1982, but the airlines continued these fares for 3 months to allow the General Services Administration additional time to award new contracts. Northwest Airlines advised the Anchorage SATO on September 17, 1982, regarding the new city-pair awards that had been secured under the new contract effective October 1, 1982, and the Seattle-Washington, D.C., city-pair was not included. Thus, the Anchorage SATO contends as follows:

"Ms. Boberick was ticketed by our office on September 17th. Her travel originated from Anchorage on September 27th. On September 28th we received a new teletype message from Northwest Airlines advising us of the new Government Travel Fare (YDG) that they put into effect from Seattle to Washington, D.C. Since Ms. Boberick had already departed from Anchorage there was no chance to refigure her fare. Our fare computation on the day of ticketing was the correct and lowest fare available for the dates of her reservations. This computation was arrived at by using the most direct route of travel."

During their review of Ms. Boberick's reimbursement claim, the Seattle Regional Office was advised by the Anchorage SATO that information from Northwest Airlines concerning a low fare, which would replace the contract fare that expired on September 30, was not received until September 28, 1982. However, on September 22, the Anchorage SATO ticketed another employee who was also traveling from Washington, D.C., to Anchorage, Alaska, on October 1 at \$598.93 instead of \$820.84. The Region has since contacted the SATO about this discrepancy and was told that the amount charged for the September 22 ticket was an error on their part.

Thus, the agency's Acting Director of Administrative Services concludes that since Mrs. Boberick utilized the designated travel services provided for her area, the Anchorage SATO, and the contract airline service expired on September 30, 1982, reimbursement of the full fare in

existence at the time of the ticket purchase should be authorized. The certifying officer disagreed contending that the low fare quoted by SATO was the lowest fare for the route requested and not the lowest direct fare. Since Ms. Boberick had deviated from the direct route for personal reasons, the certifying officer disallowed \$248.19 of her travel claim.

DISCUSSION

In furtherance of our deliberations on the ticketing and airfare issues in this case we have received widely divergent technical interpretations from those expert travel resource authorities available to travelers as well as this Office. The diversity of opinion on the correct method of computing Ms. Boberick's travel cost reimbursement arises from the acknowledged complexity of scheduling air travel at a particular time to achieve the most advantageous fare basis while taking into account variables such as competitive airline routing, pricing, scheduling, contract and discount airfares, and the myriad of limitations and restrictions that may apply at certain times to some or all of these variables.

Thus, independent evaluation by travel experts within this Office found that the contract fare in effect as of the date when the tickets were issued on September 17, and when the first leg of the round trip was begun on September 27, should have been the applicable fare for the return travel on October 1 and 3, even though the contract fare had expired on September 30, 1982. This follows from the fact that according to tariff rules, and contract fares at this time were filed in tariffs, unless otherwise provided for, the applicable fare for any travel is the fare in effect on the date travel begins at the point of origin--the origin being the place where the first flight covered by the ticket is taken. In this case, the origin is Anchorage and the effective date is September 27. The rule covering this principle was filed in Rule 1(C), found on page 15 in the Rules Tariff (PR-7, CAB No. 352) published by the Airline Tariff Publishing Company.

Therefore, in the opinion of our own experts, contract airfares were available and were applicable to Ms. Boberick's entire travel itinerary.

However, in response to our request for comments, the General Services Administration's (GSA) Transportation Audit Division informally advised us that contract airfares do not apply to Ms. Boberick's travel claim. Thus, the interpretation noted above does not control her travel entitlement. The GSA points out that the contract fare basis code "YCA" must be shown on the GTR and the airline ticket. Since Ms. Boberick's GTR was not annotated with the "YCA" fare basis identification, no available contract airfares were applicable to Ms. Boberick's travel. See also FPMR Temp. Reg. A-19, 46 Fed. Reg. 40690-40691 (1981).

CONCLUSION

The policy concerning indirect route or interrupted travel is contained in paragraph 1-2.5b of the Federal Travel Regulations, and paragraph 4-4b of the agency's Travel Handbook, which provide that when a person for his own convenience travels by an indirect route or interrupts travel by direct route, the extra expense shall be borne by the traveler. Reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. Thus, in Alan G. Bolton, Jr., B-200027, August 24, 1981, we held that an agency was correct in limiting an employee's reimbursement to the constructive travel cost based on the use of a half-fare discount coupon where the employee interrupted his return travel for personal reasons.

If it could be determined that the reason Ms. Boberick secured her ticket on September 17, and performed her travel on September 27, was solely predicated on her obtaining an indirect routing, we would be inclined to challenge the relative cost of the fare basis she used. This Office has long been persuaded that the opportunity that Government travel may afford an employee to augment his or her personal travel plans is purely fortuitous and is sanctioned only insofar as it does not result in additional cost to the Government or

contravene otherwise applicable laws and regulations. However, we do not find that in Ms. Boberick's case.

Under travel orders dated August 19, 1982, for official business which permitted travel on September 27, 1982, Ms. Boberick secured commercial airline tickets on September 17, 1982. The GTR which Ms. Boberick used to secure her tickets was annotated only with the direct official itinerary between Anchorage and Washington, D.C. At the time she purchased her tickets, SATO--a designated travel vendor service--acting as agent for the existing low cost contract carrier, quoted the lowest available fare as \$820.84. This was the cost attributable to the official itinerary as reflected on the GTR, and this was the cost funded by the Government. Only after this understanding had been reached did Ms. Boberick ask for additional segment routing through Los Angeles at a cost of \$9.40, which she funded herself.

While there are divergent expert opinions, we think it was possible to secure a lower fare in the circumstances of this case; but not on September 17, 1982, when Ms. Boberick purchased her tickets. For on that date the acknowledged experts at SATO, as well as the contract carrier, advised that a contract fare (YCA fare basis) could not be quoted for the return travel because of the expiration of the GSA city-pairs contract scheduled for September 30, 1982. The Seattle-District of Columbia city-pair contract was not initially serviced by the new contracts, which became effective on October 1, 1982. Moreover, on September 17, 1982, the "YDG" fare later offered by Northwestern Airlines to replace the expired YCA (contract) fare was not available even though it was implemented by October 1, 1982. The Anchorage SATO indicated that they were not informed of the new "YDG" fare offered by Northwestern until September 28, 1982, the day of Ms. Boberick's departure.

Accordingly, in the circumstances of this case, we conclude that Ms. Boberick should not be penalized where she acted in good faith and in conformance with travel authorities, but nevertheless encountered ticket price discrepancies when using Government-designated travel vendor services. The reclaim voucher in the amount of \$248.19 may be certified for payment.

The certifying officer also refers to the claims of three other agency employees with allegedly similar circumstances as Ms. Boberick. We are unable to make a determination in their cases based on the record furnished. Thus, the agency should coordinate with GSA and make a determination as to whether ticket price discrepancies occurred, or whether the employee's action caused an excessive rate. Alan G. Bolton, Jr., above.

for 
Comptroller General
of the United States