



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Bryon A. Hartley
File: B-252488
Date: June 17, 1993

DIGEST

Apparently due to a miscommunication between a pre-employment interviewee and agency travel officials, the interviewee, contrary to the Federal Travel Regulations, purchased his own airline ticket on a non-contract air carrier. The interviewee may not be reimbursed the excess cost of his ticket. The fact that he may have received incomplete or erroneous advice from an official may not serve as the basis to allow a claim that otherwise is barred by statutory regulations.

DECISION

BACKGROUND

Mr. Bryon A. Hartley, an applicant for a position with the Department of Education (ED), requests our decision whether he may be reimbursed the transportation costs he incurred that exceeded those authorized by the agency for his travel for a job interview.¹ He may not.

The agency authorized round-trip airfare for Mr. Hartley from Boston, Massachusetts, to Washington, D.C., for a pre-employment interview and reserved a ticket for Mr. Hartley with Northwest Airlines, which is the authorized contract air carrier for travel between Boston and Washington.

However, due to what agency officials and Mr. Hartley agree was a misunderstanding, Mr. Hartley purchased his own ticket from US Air. Apparently, based on his experience traveling in the private sector, Mr. Hartley had proceeded on his own to reserve a ticket on US Air. He states that he gave his flight information to an agency travel official who called him later and to tell him that "everything was all set" and that he could "pick up" his ticket at the airline counter. According to Mr. Hartley, the official did not state that the ticket would be at the Northwest Airlines counter. On

¹Mr. Ronald C. Oleyar, Deputy for Financial Management, submitted the request.

the day of his travel, Mr. Hartley used his credit card to purchase the US Air ticket, expecting that he would be reimbursed later.

There was a difference of \$380.50 between the cost of the two tickets. The agency has reimbursed Mr. Hartley \$188 for the constructive cost of the Northwest Airlines ticket, but has not reimbursed Mr. Hartley for the excess cost of his ticket.

OPINION

The Federal Travel Regulations require the use of discount fares when offered by contract air carriers between certain cities, which includes the contract described above, 41 C.F.R. § 301-2.2(d)(1)(ii)(A) (1992). Further, the FTRs provide "Any additional cost resulting from the use of a method of transportation other than that specifically authorized, approved or required by regulations, e.g. contract air service . . ., shall be the traveler's responsibility." 41 C.F.R. § 301-2.2(c), emphasis added. See also 41 C.F.R. § 301-15.28, and Shelley Eddy, B-238383, Jul. 13, 1990.

The FTRs also provide that "(A)gencies shall communicate the Government travel rules and procedures to (pre-employment) interviewees," 41 C.F.R. § 301-1.202(a)(3), and that interviewees are bound by the city-pair contract requirements described above, § 301-1.202(b)(3).

Assuming for the sake of this decision that agency officials misinformed or misled Mr. Hartley, such action would not change the result. The erroneous advice of government employees may not serve as the basis for a claim that otherwise expressly is barred by statutory regulation. OPM v. Richmond, 446 U.S. 414, 110 L. Ed.2d 387, 110 S.Ct. 2465 (1990); Frederick J. Donnelly; B-237607, May 21, 1990.

While it is unfortunate that a misunderstanding occurred and that Mr. Hartley incurred some non-reimbursable costs as a result, we find no basis to allow his claim.



James F. Hinchman
General Counsel