



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 22, 2014

CBCA 3631-TRAV

In the Matter of STUART JONES

Andrew S. Burton, Post Management Officer, United States Embassy, Amman, Jordan, appearing for Claimant.

Scott A. Tiedt, Director, Transportation and Travel Management, Department of State, Washington, DC, appearing for Department of State.

DANIELS, Board Judge (Chairman).

Stuart Jones, our nation's ambassador to the Hashemite Kingdom of Jordan, embarked on a rest and recuperation trip to the United States on August 1, 2013, accompanied by his two dependent sons. The Government purchased round-trip airline tickets for the group on flights from Amman, Jordan, to Newark, New Jersey, with a change of planes in Frankfurt, Germany. When Ambassador Jones and his sons arrived in Frankfurt, they learned that the flight which had been booked for the next leg of their trip had been canceled. To continue the trip promptly, the ambassador purchased business class tickets for the group on an Air Canada flight, through Montreal. He seeks reimbursement from the Government for the cost of these tickets, \$14,520.75.

Why did the ambassador buy business class tickets on a non-United States flagged carrier? He asserts that representatives of the carrier on which he was originally booked, United Airlines, told him that they would not be able to rebook him and his sons on a flight to Newark for at least seventy-two hours. Waiting such a long time would have caused him to miss a family gathering. He asked the Amman embassy's travel section for assistance; the section's local contract booking agency advised that the only available seats on a flight going west in the near future were in business class on the Air Canada flight. To avoid undue hardship, he purchased the tickets.

After the ambassador asked for reimbursement, the Department of State consulted United Airlines and researched airline records as to seat availability to check on the veracity of his explanation. United Airlines provided notes taken electronically by its agent with whom the ambassador spoke at the Frankfurt airport. According to these notes, the agent promised to put the group on a United Airlines flight leaving the next day. The ambassador insisted that he and his sons be re-booked in business class on the Air Canada flight, but the agent and the agent's supervisor said that they could not do this. The airline records show that United Airlines had some seats available in coach class on flights to both Newark and nearby New York City (John F. Kennedy Airport) on the day the ambassador arrived in Frankfurt and the next day, and that Delta Airlines had many seats available in coach class on flights to Kennedy Airport on both days. The department says that having determined that seats were available on these two United States flag carriers, it did not investigate whether either of the two other United States flag carriers with counters at the Frankfurt airport might have had seats available.

In reply, Ambassador Jones maintains that the United Airlines agent's notes are self-serving, that the agent never stated that a next-day reservation was firm, and that his embassy's travel expert and contractor informed him that only the Air Canada flight had seats for him and his sons on the day they arrived in Frankfurt. The ambassador suggests that the agency's information about seat availability may reflect passengers who actually traveled on the flights in question, rather than data which was available immediately prior to the flights.

We agree with the Department of State that the ambassador's claim must be denied. The evidence presented by the department is convincing: coach-class seats on flights to the Newark/New York area were readily available on the day on which the ambassador arrived in Frankfurt and on the next day. The inability of the embassy's travel expert and contractor to find these seats did not mean that the seats were unavailable. Because the seats were available, there was no justification for the ambassador to book seats on a non-United States flag air carrier. The purchase of tickets on Air Canada thus violated 14 Foreign Affairs Manual (FAM) 581.4.a (citing 49 U.S.C. § 40118 (2006), which "establishes as a legal requirement that all U.S. Government-financed air travel be performed on U.S.-flag air carriers unless such travel by foreign air carrier is a matter of necessity . . . or when U.S.-flag carrier air service is not available"). The purchase of business-class seats without authorization also violated 3 Foreign Affairs Manual Handbook (FAH)-1 H-3726.4.a(4) (expenses of business class or accommodations superior to coach not allowed for rest and recuperation travel unless paid by the traveler) and 14 FAM 567.2-4(a)(1) ("business-class travel for chiefs of mission must be approved by their bureau executive director"). The cost of the tickets purchased by Ambassador Jones must be borne by him, not by the Government.

The department has shown us that after the ambassador purchased the Air Canada tickets, the Amman embassy's travel management coordinator had the original tickets re-issued so that they could be used for the return trip from Newark to Amman. As a result of this action, the Government has already paid in full for the flight from Frankfurt to Newark and cannot offset any savings against the cost of the tickets for which the ambassador has paid. Ambassador Jones must absorb the full cost of those tickets.

STEPHEN M. DANIELS
Board Judge