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DECISION



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

FILE: B-190525

DATE: April 7, 1978

MATTER OF: Laddie V. Birge, Jr. -- Claim for
lodging and travel expenses while on
temporary duty

- DIGEST:
1. Employee assigned to 2-month temporary duty assignment in Washington, D.C., interrupted assignment and was away from Washington, D.C., on two occasions due to death in family and for medical reasons. Employee's claim for lodgings expense incurred while he was away may not be paid since it has not been determined he had no alternative but to retain lodgings while away from temporary duty station.
 2. Employee on extended temporary duty assignment in Washington, D.C., returned home voluntarily during nonworkday break but did not return to temporary duty due to medical reasons. Since employee, in essence, abandoned temporary duty assignment when he was advised of need for surgery, he may be reimbursed travel and subsistence expenses up to point of abandonment. However, since travel was part of voluntary weekend travel under para. 1-8.4f of Federal Travel Regulations, employee may be reimbursed only to extent travel does not exceed allowable travel and subsistence expenses he would have incurred if he had remained at temporary duty station.
 3. Employee, who returned to permanent duty station voluntarily during nonworkday break and abandoned temporary duty assignment due to medical reasons, claims return travel to temporary duty station to pick up automobile and personal effects and travel back to permanent duty station. Claim may not be allowed since travel was not ordered or approved and must be considered personal.

This action is in response to a request for an advance decision from D.E. Cox, an authorized certifying officer with the Federal Bureau of Investigation (FBI), Department of

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Justice, concerning the claim of Mr. Laddie V. Birge, Jr., a Special Agent of the FBI, for reimbursement of certain expenses incurred in connection with a temporary duty assignment in Washington, D.C.

Mr. Birge, whose headquarters was Jacksonville, Florida, was assigned to participate in a special FBI project involving temporary duty in Washington, D.C., for the period from May 2 through July 16, 1977. Shortly after his arrival in Washington, D.C., Mr. Birge was notified on May 4, 1977, of the death of his father, and he took emergency leave from May 5 through May 12, 1977, in order to travel to Fort Worth, Texas. Mr. Birge retained his lodgings in Washington, D.C., for the 7 days he was absent, and he seeks reimbursement for that lodging which cost \$30.24 per day, or a total of \$211.68.

Mr. Birge also seeks reimbursement for an additional 10 days of lodging while he was away from his temporary duty station under the following circumstances. The administrative report states that the FBI rescheduled the administrative workweeks of the employees assigned to this special project so as to provide them with a 5-day break from May 26 through May 30, 1977. These employees were allowed to return to their residence at their permanent duty station at Government expense during this 5-day break provided the cost to the Government for travel and transportation did not exceed the cost of lodging and subsistence which would have been allowable had the employees remained at the temporary duty station in Washington, D.C.

Mr. Birge returned to his residence in Jacksonville on May 25, 1977, in connection with this 5-day break. On May 27, 1977, Mr. Birge was advised that immediate surgery would be required because of a chipped bone in his right knee, and this surgery was performed on May 30, 1977, in Jacksonville. It was first thought that Mr. Birge might be able to return to his temporary duty assignment after only a few days' convalescence, but, as the administrative report states: "(w)hen it later became apparent that he (Mr. Birge) would not be able to return promptly to a duty status, he was released from special assignment and advised that it would not be necessary for him to return to Washington, D.C." Mr. Birge has claimed reimbursement for his lodgings in Washington, D.C., for the 5-day period from May 26 to May 30, 1977, as well as the 5-day period from May 31

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to June 4, 1977, at \$30.24 per day, or a total of \$302.40. Mr. Birge also seeks reimbursement for his transportation to Jacksonville on May 25, 1977 (\$72), his round-trip transportation to Washington, D.C., on June 30, 1977, to retrieve his automobile and personal effects (\$79.50), and his travel back to Jacksonville via his private automobile (\$88.70).

The administrative office disallowed reimbursement for lodging while Mr. Birge was not on official business in Washington, D.C., (May 5-May 11, 1977, and May 26-June 4, 1977) and for his travel to Jacksonville on May 25, 1977, to Washington, D.C., on June 30, 1977, and back to Jacksonville on June 30, 1977. The administrative report states that there appears to be no authority for reimbursement for lodging on days when Mr. Birge was not on official business in Washington, D.C., and no basis for payment for round-trip travel between Jacksonville and Washington, D.C., in connection with the 5-day break since Mr. Birge did not return to Washington, D.C., to complete his assignment. Finally, the administrative office disallowed reimbursement for Mr. Birge's return trip to Washington, D.C., on June 30, 1977, to retrieve his automobile and personal effects since no official duty was performed and the trip was considered to be personal.

In support of his claim Mr. Birge notes that FBI Headquarters had made arrangements for lodging at Guest Quarters in Alexandria, Virginia, at a reduced rate contingent upon full occupancy for the duration of the special assignment. Mr. Birge states that he retained his lodgings at Guest Quarters during the period May 5 through May 11, 1977, because he could not return to Guest Quarters if he vacated his accommodations due to a waiting list for vacancies. In addition, Mr. Birge argues that if he vacated Guest Quarters he would not have had access to the charter bus service between Guest Quarters and FBI Headquarters, he might have been liable for the remainder of the term of his lease, and he would have needed additional time and incurred additional expenses in locating alternate lodging.

With regard to his claim for lodgings for the period May 26 through June 4, 1977, Mr. Birge states that his injury to his knee was first diagnosed while in a leave status in Fort Worth and that his condition worsened to the point

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that immediate surgery was required during his stay in Jacksonville. Mr. Birge argues that he retained his lodgings at Guest Quarters until June 4, 1977, for the same reasons as stated above and only up to the point when he knew he would not return to Washington, D.C., Mr. Birge also seeks reimbursement for his round-trip air fare and local transportation between Jacksonville and Washington, D.C., as being incident to the weekend return travel authorized by the FBI. Finally, Mr. Birge claims the cost of his return trip to Jacksonville by private automobile as incident to the unforeseeable, premature termination of his special assignment.

The authority for reimbursement of travel and transportation expenses for employees who are traveling on official business away from their designated post of duty is contained in 5 U.S.C. §§ 5701 et seq. (1976) and the implementing regulations, the Federal Travel Regulations (FTR) (FPMR 101-7) (May 1973).

With regard to Mr. Birge's absence from his temporary duty station due to the death of his father, our decisions have held that there is no authority under the applicable statutes and regulations for reimbursement of travel expenses when an employee leaves a temporary duty assignment to attend to funeral arrangements. Leonard D. Holman, B-185718, and Mark N. Jacobs, B-184496, November 9, 1976. Such travel is considered personal and, hence, not reimbursable. Holman and Jacobs. In the present case, however, Mr. Birge is not seeking reimbursement for his travel expenses between Washington, D.C., and Fort Worth but rather seeks reimbursement for retaining his lodgings at his temporary duty station while away on leave for personal reasons.

Under the applicable statutes and regulations, as cited above, there appears to be no basis for reimbursement for lodging or subsistence expenses when an employee is in a leave status. The taking of leave during temporary duty is considered to be an interruption in the entitlement of an employee to per diem or actual subsistence expenses. FTR paras. 1-7.5a and 1-8.4a. See also B-179134, January 14, 1974.

Mr. Birge argues that, in essence, he had no alternative but to retain his lodgings in Washington, D.C., while he was away from the city for 7 days due to the death of his father

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and for 10 days following emergency surgery. We have held under very limited circumstances that an employee may be reimbursed for additional lodging expenses incurred when he was away from his temporary duty station on official business and when he had no reasonable alternative but to retain his lodging at the temporary duty station. See Charles F. Whalen, B-182600, August 13, 1975; and decisions cited therein. It must also be determined by an appropriate official of the employing agency that the employee had no reasonable alternative but to incur duplicative costs for lodging. See Merrill Eig, B-184790, December 9, 1976. Our decisions involving dual lodging expenses have generally involved unusual circumstances such as acute housing shortages or emergency conditions which reasonably lead to the conclusion that the employee had no alternative but to incur duplicative costs. See B-164228, June 17, 1968; B-158882, April 27, 1966; and B-155141, October 20, 1964.

In the present case, Mr. Birge was not away from his temporary duty station on official business, and it does not appear that there was an acute housing shortage or emergency conditions which required that Mr. Birge retain his lodgings at Guest Quarters. Therefore, there appears to be no basis for reimbursement for lodging expenses while Mr. Birge was away from his temporary duty station.

With regard to reimbursement for Mr. Birge's trip to Jacksonville on May 25, 1977, we note that this trip was authorized presumably in accordance with the provisions of FTR para. 1-8.4f which allows an employee to voluntarily return to his official station or place of abode for non-workdays and provides reimbursement for round-trip transportation and subsistence to the extent that it does not exceed the necessary travel and subsistence expense which would have been allowable had the employee remained at his temporary duty station. Mr. Birge traveled to Jacksonville apparently with the intention of returning to Washington, D.C., as evidenced by the fact that he purchased a round-trip air ticket, that he retained his lodgings in Washington, D.C., and that he left his automobile and some personal effects in Washington, D.C. In addition, Mr. Birge's duty in Washington, D.C., had not been completed and he had not been released from the assignment by the FBI. However, when Mr. Birge underwent surgery in Jacksonville, he, in effect, abandoned his temporary duty, and we believe he should be

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reimbursed the cost of travel to the point of interruption or abandonment. We note that had Mr. Birge elected to stay in Washington, D.C., during the 5-day break and then discovered that immediate surgery was necessary, he would presumably have been entitled to travel and subsistence expenses to return to Jacksonville in accordance with FTR paras. 1-8.4b and 1-7.5b. Accordingly, we hold that Mr. Birge is entitled to reimbursement for his travel to Jacksonville to the extent that it does not exceed what his travel and subsistence expense would have been had he remained in Washington, D.C., during this 5-day break.

With regard to Mr. Birge's claim for return travel to Washington, D.C., on June 30, 1977, and his travel back to Jacksonville in his private automobile, we find no basis for allowing reimbursement for this travel which was not ordered or approved and which can only be considered personal.

Accordingly, the voucher may be certified for payment in accordance with the above discussion.

Acting


Comptroller General
of the United States