



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Ronald Metevier
File: B-222770
Date: May 12, 1987

DIGEST

1. Employee authorized to travel by commercial air carrier on two separate temporary duty assignments chose, as a matter of personal preference, to travel by privately owned vehicle and to take annual leave for the brief period between the two assignments. Although the employee did not return to his permanent duty station between the two assignments, he is entitled to reimbursement for mileage and per diem for his actual travel limited, however, to the constructive costs for two round trips by commercial air carrier between his permanent duty station and the respective temporary duty locations. The constructive cost is computed on the basis of the travel by commercial air carrier authorized and not on the basis of commercial air travel between points on the employee's actual travel itinerary.

2. Employee who traveled by privately owned vehicle as a matter of personal preference is entitled to mileage and per diem for the distance actually traveled, limited to the constructive cost of the travel authorized. Where travel orders provide for travel by commercial air carrier, constructive cost computation should include usual taxicab or airport limousine fares to and from the origination and destination airports.

DECISION

The issue in this case concerns application of the constructive travel cost principles to the situation where an employee travels by privately owned vehicle as a matter of personal preference, and where he takes leave and does not return to his permanent duty station for the brief period between two distinct temporary duty assignments. We hold that the constructive cost computation, which establishes the maximum amount the employee may be reimbursed for his actual travel costs, is to be based on the constructive costs of two round trips between the employee's permanent duty station and his respective temporary duty sites.

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Mr. Ronald Metevier, an employee of the Defense Logistics Agency stationed in Memphis, Tennessee, was assigned to perform temporary duty in California for two periods separated by less than a week. Specifically, he was assigned to conduct statistical sampling classes in Anaheim (near Los Angeles), California, from July 11, 1985, to July 19, 1985, and in San Mateo (near San Francisco), California, from July 25, 1985, to August 2, 1985. Because Mr. Metevier had no official duties to perform in California between the two temporary duty assignments, he was not directed to remain in California for the intervening period. As provided for in his travel orders, Mr. Metevier was authorized to make two round trips by air carrier and to report to his permanent duty station in Memphis for the intervening days of his regularly scheduled workweek. He was advised that, as a matter of personal preference, he could drive his privately owned vehicle to and from California, and take annual leave for the period between the two assignments as well as for the additional travel time involved.

Mr. Metevier chose to use his privately owned vehicle for the trip. Prior to leaving, he received verbal assurance from agency travel personnel that this would be proper. More importantly, he was advised that his reimbursement for the travel expenses he actually incurred would be based on an amount not in excess of the constructive cost of two round trips by air. Consistent with this advice, he received two separate travel orders under which he was given travel advances totaling \$2,030. Following the completion of both temporary duty assignments Mr. Metevier claimed and was reimbursed travel expenses totaling \$2,488.67. Based on a subsequent audit of his travel voucher, Mr. Metevier was notified that he was indebted to the Government for an overpayment of \$537.62. The agency determined that he had been overpaid \$17.10 in subsistence expenses, and that the constructive cost of his travel should not have included air transportation costs of \$471 or \$49.52 for travel between his residence and the Memphis airport.

Mr. Metevier does not question the subsistence expense correction. He does take issue, however, with the agency's calculation of his reimbursement for transportation expenses. Originally Mr. Metevier received mileage reimbursement of \$1,041 based, in part, on the constructive cost of the commercial airfare the Government would have had to pay for the two separate round trips authorized. The subsequent reduction in reimbursement was based on a

recalculation of the constructive cost limitation which included the airfares between the points to which Mr. Metevier in fact traveled by privately owned vehicle. That limitation thus included airfare of \$235 from Memphis to Los Angeles, the airfare of \$50 from Los Angeles to San Francisco, and airfare of \$285 from San Francisco to Memphis. The agency also determined that the constructive cost should not have included the usual taxicab or limousine fare for two trips to and from the Memphis airport, but should have been based on mileage and parking fees for a single trip to and from the airport.

Mr. Metevier points out that he was advised by agency travel personnel prior to his departure that he could be reimbursed for his actual travel expenses based on the constructive cost of the two commercial round-trip flights authorized. He cites, in addition, the case of a fellow employee who was reimbursed in this manner for a similar trip spanning two temporary duty assignments.

OPINION

Under the provisions of the Federal Travel Regulations, FPMR 101-7 (September 1981) (FTR), para. 1-2.2d and 1-4.3, incorp. by ref., 41 C.F.R. § 101-7.003 (1984), an employee who, as a matter of personal preference, travels by privately owned vehicle rather than common carrier may be reimbursed a mileage allowance for the distance actually traveled plus per diem limited, however, to the total constructive cost of the common carrier transportation authorized and per diem by that method of transportation. The comparison is between total actual costs and total constructive costs. Carl H. Cotterill, 55 Comp. Gen. 192 (1975); Rand E. Glass, B-205694, September 27, 1982. In this regard, the total constructive cost represents the upper limit of reimbursement and the employee receives that amount only if his actual travel costs computed on a mileage basis equal or exceed the constructive cost. See James C. Myers, B-181573, February 27, 1975.

In this case, we have no basis to question the agency's decision to issue Mr. Metevier two separate travel orders for two separate and distinct periods of temporary duty. Where practicable, two such assignments should be scheduled contiguously to reduce travel costs. The scheduling of classes such as Mr. Metevier conducted, however, is a

matter within the administrative discretion of the agency. Mr. Metevier's decision to remain in California in a leave status between the two assignments merely interrupted his travel after his first period of temporary duty in Los Angeles. Following this interruption he then traveled by indirect route to his second temporary duty assignment in San Francisco.

The situation where an employee takes an indirect route or interrupts official travel is specifically addressed in paragraph 1-2.5b of the Federal Travel Regulations. This regulation provides that the individual is responsible for any extra expense he thereby incurs. The traveler's reimbursement is to be limited on the basis of those expenses he would have incurred but for the interrupted travel or travel by indirect route. See Marlene Boberick, B-210374, July 8, 1983. Alan G. Bolton, Jr., B-200027, August 24, 1981. The fact that an employee chooses to take annual leave in conjunction with a previously authorized temporary duty assignment does not affect his entitlement to reimbursement under this regulation. Gregg Marshall, 58 Comp. Gen. 797, 798 (197).

Applying the above regulation to the first period of temporary duty performed by Mr. Metevier, we conclude that his reimbursement for travel expenses is limited to the constructive cost of round-trip travel by commercial air carrier between Memphis and Anaheim. For the second period of temporary duty Mr. Metevier is entitled to reimbursement for the travel actually performed limited to the constructive cost of round-trip travel by commercial air carrier between Memphis and San Mateo. As indicated by our holding in Richard B. Gentile, B-188689, February 7, 1978, it is improper to limit Mr. Metevier's reimbursement for the trip to Anaheim to the constructive cost of one-way travel from Memphis to Anaheim, even though he did not, in fact, perform return travel from Anaheim to Memphis at the completion of that assignment. For the same reason, reimbursement for the trip to San Mateo should not be limited to the constructive cost of travel from Los Angeles to San Mateo and from there to Memphis, even though his travel for this particular trip did not originate in Memphis.

In Richard B. Gentile, B-188689, supra, the employee whose permanent duty station was Fort Meade, Maryland, was assigned to temporary duty in Los Angeles. On the day

before he was to report for the temporary duty, he traveled at no cost to San Francisco. From there he traveled to Los Angeles and, after completing the assignment, performed return travel to Maryland, as authorized. We held that although he had incurred no cost for his travel to San Francisco, the employee was entitled to be reimbursed for his actual travel costs including airfare for travel between San Francisco and Los Angeles up to the cost of round-trip air travel between Los Angeles and Fort Meade. In discussing the fact that the employee had accomplished a substantial portion of his indirect travel at no cost to himself we stated:

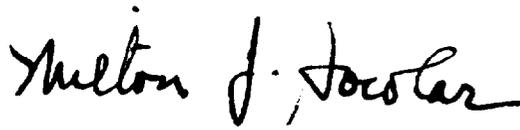
". . . it is improper to assign a no cost factor to that or a like portion of the trip for the purpose of determining those charges that would have been incurred by usually traveled route unless it is clear that the employee could have performed a like portion of direct travel at no cost and that he would have been obliged to do so."

The principles underlying our holding in Richard B. Gentile, B-188689, supra, are for application to Mr. Metevier's case. In essence, Mr. Metevier's election to take leave between the two assignments allowed him to accomplish a portion of the travel necessary for the two assignments without cost. For his trip from Memphis to Los Angeles, he is entitled to mileage and per diem limited to the cost of a round-trip air travel between Memphis to Anaheim. For his travel from Los Angeles to San Mateo and from San Mateo to Memphis in connection with his second temporary duty assignment, Mr. Metevier may be reimbursed an amount not to exceed the cost of round-trip air travel between Memphis and San Mateo.

In determining Mr. Metevier's constructive cost limitation, the agency allowed round-trip mileage for a single trip between his residence and the air terminal in Memphis and airport parking fees. Consistent with the discussion above, the constructive cost limitation in this particular case is to be based on two round trips. Where travel by commercial air carrier is authorized and the employee chooses to drive his privately owned vehicle, we have held the total constructive cost figure is to include the usual taxicab or airport limousine fare, plus tip, to and from the common carrier terminal rather than round-trip mileage

and parking. This applies in determining the constructive cost of travel from the employee's residence or permanent duty station to the origin airport and it applies in determining the constructive cost of travel from the destination terminal to the temporary duty site. It applies as well, in determining the constructive cost associated with his return travel. Thomas L. Wingard-Phillips, 64 Comp. Gen. 443, 445-446 (1985). The constructive cost limitation in Mr. Metevier's case should be computed on the basis set forth in the Wingard decision.

Mr. Metevier's entitlement to travel expenses should be recomputed in accordance with this decision.



Acting Comptroller General
of the United States