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Comptroller General
of the United States
Washington, D.C. 20548

Decision

Matter of: Dale M. Anderson - Costs of Lodging at TDY Location - Privately Owned Camper Vehicle

File: B-223828.3

Date: September 22, 1992

DIGEST

When an employee uses a privately owned vehicle for official travel as a matter of personal preference in lieu of common carrier transportation, paragraphs 1-2.2d and 1-4.3 of the Federal Travel Regulations dictate a comparison of the total constructive cost of travel using common carrier transportation including constructive per diem by that method of transportation to the total actual mileage and per diem costs of travel by the privately owned vehicle, but only for the travel to, from, and between the temporary duty sites. Once the employee is at the TDY area, he may only be reimbursed based on his actual lodging expenses incurred--not higher constructive lodging expenses that he may have incurred had he traveled by common carrier. Dale M. Anderson, B-223828.2, Jan. 29, 1991, affirmed.

DECISION

Mr. Dale M. Anderson asks that we reconsider our decision in Dale M. Anderson, B-223828.2, Jan. 29, 1991, which held that Mr. Anderson could be reimbursed for only the costs he actually incurred lodging in his privately owned camper vehicle at his temporary duty (TDY) sites rather than for the lodging costs he would have incurred for commercial lodging had he traveled by common carrier (airplane). We affirm the decision.

BACKGROUND

Under authority of blanket travel orders,[1] during the period of July 1 - August 7, 1988, Mr. Anderson traveled from his residence near Denver, Colorado, to TDY sites at Chicago, Illinois, and Flint, Michigan, and return to his residence. Rather than use common carriers for this travel,

[1]The travel orders covered the fiscal year, October 1, 1987, through September 30, 1988.

he traveled in his privately owned camper vehicle for his personal convenience. During his duty at Flint, he took a week's annual leave, and except for one night in Chicago where he lodged in a hotel, he lodged in his camper at a lower cost than the cost of commercial lodgings. He believes he is entitled to use the constructive cost of commercial lodgings for the entire duration of his TDY as a limit for his actual expenses, but the agency limited him to actual cost of lodging at the TDY points.

Mr. Anderson cites two of our prior decisions which he believes support his position that constructive cost of lodging should be used, James S. Brunton, B-168857, Mar. 24, 1977, modified by B-168857, Oct. 12, 1977; and Donald Bray, B-200305, Apr. 23, 1981. In addition, Mr. Anderson introduces a new issue. He now argues that the TDY should be considered on a constructive basis as two separate assignments requiring two round-trips from his permanent station in Denver. In support of this he cites Ronald Metevier, 66 Comp. Gen. 449 (1987). As will be explained below, we consider all three of these decisions inapposite to Mr. Anderson's case.

ANALYSIS

As we stated in our prior decision, the applicable regulations governing "Transportation Allowable" provide that an employee who uses a POV as a matter of personal preference instead of a common carrier may be reimbursed at the mileage rate plus per diem allowable for the actual travel, but limited to the total constructive cost of common carrier transportation and per diem for travel by common carrier. The comparison is between total actual costs of travel by POV and total constructive costs of travel by common carrier. Federal Travel Regulations, FPMR 101-7 (Sept. 1981) paras. 1-2.2d and 1-4.3, incorp. by ref., 41 C.F.R. § 101-7.003 (1988). The crucial thing to note about the comparison of actual and constructive costs is that it was designed ". . . to provide a limitation on reimbursement based on the constructive costs of traveling to and from the TDY area." (Emphasis supplied.) Rand E. Glass, B-205694, Sept. 27, 1982. Mr. Anderson erroneously wants to compare the actual and constructive costs for the entire duration of TDY, including the periods at the TDY sites, rather than just for the travel to, from, and between the TDY sites.

The language of paragraphs 1-2.2d and 1-4.3, FTR, clearly indicates the focus on the transportation aspect of performing official duty, in accordance with which the Glass case held that the comparison of the actual and constructive travel costs occurred only during the period of travel to and from the TDY area. When the traveler in that case

attempted to include into the constructive cost of travel to the TDY site a constructive charge for a rental car that would have been incurred after travel to the TDY site had been completed, we said that such a local travel cost could not be included because it was ". . . separate from constructive travel costs to and from the TDY area and not to be considered as a unit in determining the constructive cost of travel by common carrier." We also stated in the Glass case, ". . . Mr. Glass chose to travel by POV in getting to and from the TDY area; he must bear the financial consequences of his election. Once the employee is at the TDY area, he may only be reimbursed his actual authorized local travel expenses incurred--not the constructive local travel in the TDY area." He was reimbursed the mileage rate for the use of his POV to perform local transportation rather than the higher constructive car rental rate.

In the Bray case, which Mr. Anderson cites, we did authorize use of one night's lodging at the TDY site on a constructive basis. However, that was incident to computing the maximum constructive limitation on an employee's return travel from the TDY location where the employee returned by an alternate route. The employee completed his official business at 6:15 p.m., too late in the day to have traveled back to his permanent station during duty hours. We held that rather than limit his reimbursement for the return travel via the indirect route to the cost of commercial air on a night coach flight leaving that night, there should be considered the fact that the employee would have been entitled to remain overnight at the TDY point and return by a regular flight the next day. Therefore, the constructive cost of the additional night's lodging (at the same rate he had paid the previous night) and the day coach air fare should be used as the constructive cost. This is consistent with the regulations discussed above, and was for the purpose of computing return travel. It did not substitute a higher constructive lodging cost for a lesser lodging cost actually incurred at the TDY point, as Mr. Anderson seeks to do.

The Brunton case, as modified, involved an employee who was authorized to travel by his POV, in lieu of using an available government vehicle, and be reimbursed based on mileage, not to exceed the cost via common carrier. In computing the reimbursement limitation of constructive cost by common carrier and constructive per diem by that method of transportation, we allowed inclusion of one night's lodging at the commercial rate on a constructive basis when the employee actually stayed at no cost with relatives 100 miles from the TDY location. That lodging cost appears to have been for the last night of four nights lodging required for the TDY, and apparently it was incident to the employee's return travel from the TDY. The determination

was made that had common carrier been used the employee would have incurred the additional lodging cost.

As stated in our prior decision on Mr. Anderson's claims, in later cases very similar to Mr. Anderson's where the employee used a privately owned camper for lodging at the TDY location, we have held that the employee's lodging reimbursement is limited to the actual cost of lodging incurred, not higher constructive costs based on hotel or motel rates that might have been incurred had common carrier transportation been used. See Glenda White, B-195319, Jan. 24, 1980; and Doyt Y. Bolling, B-195638, Sept. 14, 1979.[2]

As noted above, Mr. Anderson now also claims that his constructive travel costs by common carrier under paragraph 1-4.3, FTR, should be based on the cost of two round trips via air (Denver to Chicago to Flint and return, and Denver to Flint and return) rather than one trip from Denver to Chicago to Flint and return on which he previously based his claim. The case he cites, Ronald Metevier, 66 Comp. Gen. 449 supra, did allow the use of the constructive cost of two round trips. However, that case involved two separate periods of temporary duty in two separate locations divided by a week's time and the agency had issued two sets of travel orders but approved in advance the use of the employee's automobile and annual leave during the week's interval to avoid the necessity of the employee returning to his permanent duty station during the interval. That case is inapposite to Mr. Anderson's situation because Mr. Anderson has made no showing that two separate trips to Flint for temporary duty would have been required by the agency. As noted, he was traveling under blanket travel orders and two separate orders were not issued, and there is no showing that two separate trips were necessary and that his week's interval of annual leave was other than for his own convenience. Therefore, the record in Mr. Anderson's case does not support the constructive use of two separate trips by common carrier.

Accordingly, Dale M. Anderson, B-223828.2, supra, disallowing Mr. Anderson's claims, is affirmed.

for James F. Hinchman
General Counsel

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[2]See also, Dale M. Anderson, B-223828, June 15, 1987, where the same result was reached concerning a claim that arose from a previous trip Mr. Anderson made by POV.