



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

B-177493

May 14, 1973

30896

Major Alan C. Duncan, USAF  
Chief, Accounting and Finance Division  
Through Assistant Comptroller for Accounting  
and Finance (HQ USAF), ACF (XSPT)  
3800 York Street  
Denver, Colorado 80205

Dear Major Duncan:

We again refer to your letter of October 12, 1972, ACFPT, forwarded to this Office by first endorsement dated November 17, 1972, of the Per Diem, Travel and Transportation Allowance Committee (Control No. 72-58), in which you request a decision concerning the entitlement of Captain John R. Grant, USAF, to per diem for March 1 and 2, 1972.

By Special Order Number TA-1319, February 23, 1972, Captain Grant was directed to proceed from Eglin Air Force Base, Florida, to the Naval Weapons Center, China Lake, California, on or about February 28, 1972, for temporary duty to attend a planning meeting and then return to Eglin Air Force Base. Two days delay en route chargeable as leave, with leave address Los Angeles, California, was also authorized. The mode of transportation to be used was not specified in the travel order nor was use of privately owned conveyance authorized.

It appears from the record that Captain Grant traveled by commercial air transportation on February 28, 1972, to Los Angeles, California, and then via commercial automobile (at his own expense) to China Lake where he apparently remained on Government business through February 29 until the afternoon of March 1, 1972. While at China Lake, Captain Grant apparently was lodged in bachelor officers' quarters.

Captain Grant indicates that he left China Lake with another officer in a rental automobile on March 1, 1972, at 2:30 p.m. bound for Los Angeles where he and the other officer stayed the night of March 1-2 in a motel near the airport. Captain Grant also indicates that the other officer left Los Angeles by commercial aircraft on a flight leaving at 8:05 a.m. on March 2, while he elected to take leave on March 2 and returned to Eglin Air Force Base via commercial air on March 3, 1972.

[Entitlement to Per Diem]

715612 092282

B-177493

Captain Grant was paid per diem at the rate of \$11.80 per day for 3/4 of a day (\$8.85) for February 28, 1972, the day of his travel to China Lake. He was also paid per diem at the rate of \$5.50 per day for February 29, since the bachelor officers' quarters and Government mess were available to him at China Lake.

Since he was on leave March 2, 1972, and returned a day later to Egin Air Force Base, Captain Grant was paid per diem for March 1 and 2, 1972, based on a constructive itinerary which contemplated his remaining at China Lake the night of March 1-2, 1972, and then traveling by common carrier (commercial bus) leaving Ridgecrest, California (near China Lake) at 7:25 a.m. and arriving in Los Angeles at 11:15 a.m. and then by commercial aircraft leaving Los Angeles at 12:10 p.m. and arriving at Egin at 11:27 p.m. Under that constructive itinerary Captain Grant was entitled to and paid only \$5.50 per diem for March 1, since Government quarters and mess would have been available to him that day at China Lake. He was also paid per diem of \$9.90 for March 2, 1972, at the rate of \$11.80 per day less the cost of one meal (\$1.90).

Captain Grant disagrees with the computation of per diem paid to him for March 1, 1972, saying that he left China Lake on that afternoon so as to reach Los Angeles in time to take the same flight to Egin (leaving Los Angeles at 8:05 a.m. on March 2) which the other officer was taking.

Captain Grant indicates that since it is about a 2 1/2 hour drive from China Lake to Los Angeles, and since normally a member is not required to begin travel by common carrier between the hours of midnight and 6:00 a.m., it was necessary for him to travel to Los Angeles on March 1 and remain overnight there to enable him to take the 8:05 a.m. flight on March 2. He also indicates that while he did not in fact take that flight on March 2 and instead took leave on that day and remained in Los Angeles, he believes he is entitled to per diem computed on that basis since, he indicates, the other officer received per diem computed on that basis. He notes that in accordance with paragraph 20415 of Air Force Manual 177-103 he should not be denied per diem to which he would have been entitled had he not taken leave.

Captain Grant also indicates that in computing his per diem by a constructive itinerary, the transportation officer did not consider the increased cost which would have accrued to the Government if he had in fact followed that itinerary due to an extra night in the bachelor officers' quarters (\$.25) and the cab fare from China Lake to Ridgecrest (about 2 miles) and from the Los Angeles bus terminal to the airport. He also indicates that the 55 minutes allowed in the

constructive itinerary for his cab trip from the Los Angeles bus terminal to the airport would not have been sufficient time for him to have arrived at the airport 30 minutes before flight time in accordance with airline requirements. He indicates that had he missed the flight from Los Angeles he would have missed the connecting flight in Atlanta to Eglin, thus forcing him to remain overnight in Atlanta and incurring extra per diem costs.

You request our decision as to Captain Grant's entitlement in these circumstances.

Pursuant to 37 U.S.C. 404, the Joint Travel Regulations prescribe the entitlement of members of the uniformed services to travel and transportation allowances incident to the performance of temporary duty. Paragraph M4201-3 of those regulations provides that per diem allowances are not payable for any day of leave, delay en route when classified as leave, or proceed time. Paragraph M4204-1 provides in part that when the member's orders do not specify any mode of transportation (as in Captain Grant's case), per diem allowances will be computed as though the mode of transportation utilized was directed, the total per diem payable "not to exceed that payable for constructive travel over a usually traveled route by air or surface common carrier, whichever more nearly meets the requirements of the orders and is more economical to the Government."

Paragraph M4204-3a(1) of the regulations provides as follows in scheduling travel by common carrier:

a. Scheduling Travel

(1) Common Carrier. That portion of the per diem allowances payable for travel between duty points will be based upon actual and necessary schedules by common carrier, including bus (when the latter is the only means of travel between two points) depending upon which means of transportation is used. If a choice of transportation schedules exists, the member would not normally be expected to select a schedule which would require boarding the train or plane between the hours of 2400 and 0600 upon departure or leaving the train or plane between the hours of 2400 and 0600 upon arrival. With this exception, actual and necessary schedules will be interpreted as those schedules which most nearly coincide with the possible times of departure and arrival required to carry out the purposes of the travel orders.

Also, as Captain Grant points out, paragraph 20415 of Air Force Manual 177-103 provides that a member on round-trip temporary duty may be authorized leave en route and in such case he will not be deprived of the per diem which would ordinarily have accrued if he had not taken leave. That paragraph further provides (in accordance with paragraph 14204-5b of the Joint Travel Regulations) that if travel by privately owned conveyance is not authorized as more advantageous to the Government, per diem is authorized for constructive travel time only.

Since Captain Grant elected to take leave in Los Angeles, which leave was authorized in advance in his travel orders, under the regulations his entitlement to per diem must be computed on a basis not to exceed that payable for constructive travel over a usually traveled route by common carrier. It appears that the only common carrier service from China Lake to Los Angeles was by bus and, therefore, Captain Grant's per diem must be computed by using bus service to Los Angeles.

Per page 193, Table 553, Official Bus Guide, March 1972, there were two daily bus trips from Ridgecrest, California, to Los Angeles--the trip used in the transportation officer's computation, leaving Ridgecrest at 7:25 a.m. and a trip leaving Ridgecrest at 4:33 p.m.

The constructive itinerary used by the transportation officer provided that Captain Grant remain at China Lake the night of March 1-2 (where apparently the bachelor officers' quarters and mess were available), take the 7:25 a.m. bus on March 2 arriving in Los Angeles at 11:15 a.m., and a flight from Los Angeles leaving at 12:10 p.m. and apparently making connections in Atlanta with a flight arriving in Eglin at 11:27 p.m. We note that if, as Captain Grant indicates may be the case, the time between the arrival of the bus in Los Angeles and the departure of the 12:10 flight from Los Angeles was insufficient for him to travel from the bus terminal to the airport and board that flight, there was a later flight which he could have used. That flight (American Airlines flight 528) departed Los Angeles at 2:00 p.m. and arrived in Memphis, Tennessee, at 7:10 p.m. making connections with Southern Airways flight 39 leaving Memphis at 8:15 p.m. and arriving in Eglin at 11:00 p.m.

We make no comment on whether the other officer, to whom Captain Grant refers, had his per diem correctly computed since we do not have his case before us for determination nor do we have his orders and full itinerary. However, that may be, it appears that Captain Grant's per diem was computed in accordance with the applicable

B-177493

law and regulations for constructive travel over a usually traveled route by common carrier with times of departure and arrival reasonably coinciding with possible times of departure and arrival required to carry out the purposes of the travel orders. And, it is our view that the fact that Captain Grant took leave rather than returning directly to Eglin did not reduce his per diem entitlement as previously authorized.

Since it appears that Captain Grant has been paid in accordance with the pertinent regulations, his claim for additional per diem for the period of March 1 and 2, 1972, may not be allowed and the voucher and supporting papers will be retained here.

Sincerely yours,

PAUL G. DEMBLING

For the Comptroller General  
of the United States