

Charles Roney  
Civ. Pers.

**DECISION**



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

04655

**FILE: B-190149 DATE: December 23, 1977**  
**MATTER OF: LeRoy A. Ellerbrock - Per diem for  
travel incident to transfer**

**DIGEST: Employee who performed travel incident to transfer of station was delayed by breakdown of rented truck used to haul household goods. On basis of such delay, he claimed 4-1/2 days' per diem. Employee's entitlement is required to be determined pursuant to FTR para. 2-2.3d(2), which sets maximum reimbursement for per diem on basis of minimum driving distance per day which is prescribed as reasonable and is not less than average of 300 miles per calendar day. Since distance employee traveled was 663 miles, he is entitled to per diem for a maximum of 2-1/4 days.**

This action is at the request of Mr. H. Larry Jordan, an authorized certifying officer for the Department of Agriculture. Mr. Jordan submits the reclaim of LeRoy A. Ellerbrock for additional per diem allowance incident to his travel from Ithaca, New York, to Chicago, Illinois, due to his permanent change of station.

Mr. Jordan reports the facts of this case as follows:

"On November 29, 1976, at 8:00 A.M., Mr. Ellerbrock left Ithaca, New York, driving a U-Haul Truck, enroute to Chicago, Illinois. At 5:30 P.M., he arrived at Fredonia, New York. By letter dated February 23, 1977, the New York State Thruway Authority advised that they closed the thruway on which Mr. Ellerbrock was traveling, from 7:12 P.M., November 29, 1976, until 7:45 A.M., November 30, 1976. On November 30, 1976, Mr. Ellerbrock proceeded to Cleveland, Ohio, where the U-Haul truck he was driving broke down and had to be towed to a garage for repairs. He remained in Cleveland overnight and proceeded on his way

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the next day, December 1, 1976.  
He drove as far as Leipsic, Ohio,  
where the truck again broke down.  
He stayed in Leipsic December 2,  
1976, and arrived in Chicago,  
Illinois at 5:00 P.M., on  
December 3, 1976."

On the basis of the above-quoted extenuating circumstances,  
Mr. Ellerbrock claimed 4-1/2 days' per diem.

The above-quoted circumstances indicate that Mr. Ellerbrock's  
delay was caused by the breakdown of the rental truck and not by  
the adverse weather conditions. The record shows that the  
freeway on which he was traveling was closed at 7:12 p.m. by  
which time Mr. Ellerbrock had already traveled over 11 hours  
on that day. Thus, it appears that the freeway was closed  
for a period of time during which he would normally not travel.  
Accordingly, we view Mr. Ellerbrock's delay as being caused  
solely by the mechanical trouble with the rented truck.

Mr. Jordan reports that the Standard Highway Mileage  
Guide shows the distance between Ithaca and Chicago as  
being 663 miles. Accordingly, he computed Mr. Ellerbrock's  
per diem entitlement to be 2-1/4 days on the basis of Federal  
Travel Regulations (FPMR 101-7) para. 2-2.3d(2) (May 1973),  
which provides as follows:

"Maximum allowance based on total distance.  
Per diem allowance shall be paid on the basis  
of the actual time used to complete the trip,  
but the allowances may not exceed an amount  
computed on the basis of a minimum driving  
distance per day which is prescribed as reason-  
able by the authorizing official and is not  
less than an average of 300 miles per calendar  
day."

The above regulation serves to set a maximum limitation on  
the reimbursement of per diem to an employee performing travel  
incident to a transfer. It makes no provisions for the payment  
of an increased allowance due to extenuating circumstances,  
such as presented here. See B-176956, December 14, 1972.

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Accordingly, the claim for 2-1/4 additional days per diem may not be allowed.

R.F. KELLER

Deputy Comptroller General  
of the United States

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