

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

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FILE: B-194650

DATE: February 13, 1980

MATTER OF: Elizabeth B. Mullis - [Temporary duty and
relocation expenses] at permanent duty
station

DIGEST:

On November 11, 1978, an employee of the Air Force stationed at Robins Air Force Base (AFB), Georgia, married another Air Force employee who had recently transferred from Robins AFB to St. Louis, Missouri. Prior to marriage the employee signed a transfer agreement indicating that she was being transferred to St. Louis but she was initially assigned to temporary duty in St. Louis, her transfer being authorized 2 months later. In the circumstances employee is allowed transfer benefits as it seems that the transfer was intended by all concerned prior to employee's marriage and issuance of temporary duty orders.

The question presented asks whether an Air Force civilian employee is entitled to temporary duty (TDY) allowances, including local transportation between her home and worksites in the St. Louis area, and what effect her move into an established home would have on her entitlement to miscellaneous expense incident to her relocation, in the circumstances related.

AGCO

Lieutenant Colonel C. G. Nieman, USAF, Chief, Accounting and Finance, Headquarters Warner Robins Air Logistics Center (AFLC), Robins Air Force Base (AFB), Georgia, has asked for our decision in the matter. His request was forwarded here by the Per Diem, Travel and Transportation Allowance Committee (Control No. 79-10).

The employee concerned, Mrs. Elizabeth B. Mullis (formerly Mary E. Berryhill) performed temporary duty in the St. Louis, Missouri area pending her permanent change of station to that area from Robins AFB, Georgia. This assignment was initiated by orders dated November 8, 1978, as amended by orders of November 27, with the stated purpose of assisting with certain processing until the permanent change of station of permanently assigned personnel.

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On November 8, 1978, the employee signed a permanent change-of-station transportation agreement, and on November 11, 1978, she was married to John A. Mullis, an Air Force employee formerly assigned to Robins AFB but at that time assigned to the St. Louis area. Mrs. Mullis' household goods were picked up for shipment to St. Peters, Missouri, on November 10, 1978, and she terminated her lease with Westcliff Condominiums (at Warner Robins, Georgia) as of November 13, 1978 (for which an unexpired lease expense of \$162.50 was incurred). Mrs. Mullis departed Warner Robins on November 13, 1978, under her temporary duty orders of November 8, and arrived on November 14, 1978, for her new assignment at the McDonnell Aircraft Corporation (MCAIR Corp), St. Louis, Missouri.

Subsequent orders issued by Robins AFB on December 21, 1978, confirming verbal orders of December 12, 1978, as permanent change-of-station (PCS) orders for Mrs. Mullis, referred to her transportation agreement signed November 8, 1978; designated St. Louis as her new official station with a reporting date of December 12, 1978. The remarks section (No. 17) of these orders stated authorization as follows:

"Auth: Commuted rate for shipment of HHG--\$1,035.00; mis expense--\$100.00; unexpired lease expense--\$162.50. VOC issued 12 Dec 78, auth PCS move, are confirmed, exigencies precluded publication of competent orders in advance."

In amplification of the foregoing circumstances, Mrs. Mullis has furnished our Office her statement as follows:

"I was a single person when the decision was made to transfer me to the YFLSC Office to support the 'PEACE SUN' Mission. I was sent on Temporary Orders TA-5838 dated 8 November 1978 pending issuance of Permanent

Station Change Orders AB-1319 dated 21 December 1978. I was married 11 November 1978. My husband had purchased a house earlier but was still residing in a single person apartment with very limited facilities. We did not set up permanent house keeping in the new residence until my furniture arrived from Georgia 30 November 1978. In spite of the above inconveniences, no claim was made for lodging, only for meals, household goods transfer, unexpired lease expense and miscellaneous expenses."

At the outset, the employee's assignment to the St. Louis area has been referred to as "TDY/PCS", as initiated by orders of November 8, 1978, as amended. And yet, we note, the employee signed a transportation agreement on November 8 (which agreement is in contemplation of a PCS); she had her household goods picked up on November 10 for shipment to Missouri, married a fellow employee stationed in Missouri, and terminated her lease at her Georgia duty station before departing on November 13 for her assignment in the St. Louis area. All these factors would seem to indicate the intent of a permanent change of station for Mrs. Mullis to the St. Louis area.

The location of an employee's permanent duty station for travel and per diem purposes has consistently been held by our Office to be the place at which the employee performs the major portion of her duties and where she is expected to spend the greater part of her time. 32 Comp. Gen. 87 (1952). In this regard, administrative officials who have the authority to designate posts of duty for Government employees do not have the discretion to designate a place other than the location where she actually performs the greater part of her duties, for the purpose of giving the employee a greater subsistence allowance. Thus, in determining the employee's actual post of duty, each case is to be decided on its own facts and circumstances, including such factors as the nature of the

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assignment, the required duties, and the locale in which they are to be performed. 49 Comp. Gen. 145 (1969); 25 id. 136 (1945); B-194082, May 8, 1979.

The general rule is that a transfer is effective on the date the individual arrives at the new station. The situation presented in Mrs. Mullis initial assignment to St. Louis, while under TDY orders, really was a prelude to her PCS to that area, effective December 12, 1978. That is, it appears that at the time she traveled to St. Louis it was understood that she was to be transferred there permanently and that she would not be returning to Robins AFB. The employee resided with her husband in his apartment initially, and when her furniture arrived on November 30, 1978, they moved into their new residence, and she had made no claim for lodging.

The employee's entitlement to TDY allowances must be viewed in light of her living circumstances--no lodging cost is claimed, and no receipts or other evidence indicating purchase of meals by the employee has been presented. Cf. 56 Comp. Gen. 40 (1976). Moreover, it is noted that temporary quarters subsistence expense (TQSE) was not authorized for the employee under her PCS transfer orders.

As to the employee's claim for local transportation between her residence and TDY site (18 round trips from residence to McDonnell Aircraft Corporation through December 11, 1978), an agency may authorize or approve mileage for official travel near or within the limits of the official duty station, except for travel from the employee's residence to her official headquarters.

If it is considered that the employee was in a TDY status through December 11, 1978, she would be allowed the mileage to her duty site. However, such a result would defeat her entitlement to shipment of household goods and other PCS benefits, incident to her transfer to St. Louis since the actions out of which those expenses were incurred would have to be considered to


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have occurred while she was in a TDY status prior to issuance of PCS orders. This is not consistent with the factual situation as we see it. In any event, nothing in the record indicates an official approval for vicinity travel during the period through December 11, and payment of mileage claimed is not authorized.

In answer to the question regarding the effect the employee's move into an established home would have on her entitlement to miscellaneous expense allowance, we have held that an employee who joined her husband at a residence previously established by him was entitled to the miscellaneous expense allowance at the \$100 rate for an employee "without immediate family", under the authority of para. 2-3.2 and 2-3.3a, Federal Travel Regulations (FPMR 101-7) (May 1973). See Matter of Bobbie Sue Vosper, B-189833, November 28, 1977. The same principle is for application in Mrs. Mullis' claim, since the purpose of such allowance is to defray costs associated with discontinuing residence and establishing residence at the new location incident to a transfer.

Also, while the employee incurred unexpired lease expense and shipped her household goods to Missouri prior to issuance of written PCS orders, we will not raise objection to payment of these items, in view of the short time involved and the purpose of the original orders assigning her to St. Louis, Missouri, which appear to have been issued at least in contemplation of a PCS.

The questions are answered accordingly, and the vouchers are being returned for settlement in accordance with the above.


Deputy Comptroller General
of the United States