



Comptroller General
of the United States

Washington, D.C. 20548

1462206
F. Walsh

Decision

Matter of: Lieutenant Bryan K. Latham, USNR--Travel Allowances

File: B-244577

Date: May 8, 1992

DIGEST

A member who following graduation from Officer Candidate School in Newport, Rhode Island, is ordered to perform recruiting duty near his home at no cost to the government and then perform temporary duty at Newport prior to reporting to his new permanent station is entitled to a per diem allowance for the temporary duty.

DECISION

Lieutenant Bryan K. Latham, USN, appeals our Claims Groups' denial of his claim for travel allowances and his request for waiver of his indebtedness resulting from travel allowances he received. We conclude that Lieutenant Latham is entitled to the travel allowances claimed.

On May 15, 1985, upon graduation from Officer Candidate School in Newport, Rhode Island, Lieutenant Latham was ordered to active duty and to report to the USS Jesse L. Brown at Charleston, South Carolina, for temporary duty. The orders provided that subsequent to reporting to the ship, he was to perform Temporary Duty Under Instruction from August 5, 1985 through December 5, 1985, at Newport and then return to the ship, his permanent assignment. These orders were modified to substitute temporary duty in Glenview, Illinois, near his home during the period between his graduation and the time he was to report to Newport, instead of reporting for temporary duty in Charleston. This temporary duty was authorized under the Officer Hometown Area Recruiting Program and there was to be no cost to the government. When he completed the duty in Glenview he reported to Newport for his temporary duty and was advised that due to unavailability of government housing he was eligible for travel allowances and received advances totaling \$5,741.80

Following his duty at Newport he reported to his permanent duty station aboard the USS Jesse L. Brown where in March 1986 his travel vouchers were settled and he was reimbursed an additional \$42.05. In May 1986 a Navy audit

concluded that since Lieutenant Latham had been in a "no-cost to the government" travel status due to the nature of the duty at Glenview, when he reported for duty at Newport, he was not entitled to travel allowances for the period of duty at Newport.

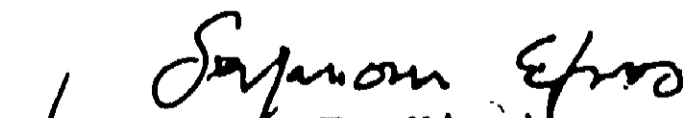
Our Claims Group concluded that the payment of travel allowances was erroneous for the period of temporary duty since the orders to active duty upon graduation from Officer Candidate School had been received at Newport, the place from which Lieutenant Latham had been ordered to active duty.

It is well established that a member who performs temporary duty at his permanent station or at the place from which ordered to active duty is not entitled to travel allowances until he reports to a subsequent permanent station, 35 Comp. Gen. 548 (1956). Travel allowances are for the purpose of reimbursing an individual who incurs additional expenses while away from his duty station. The purpose of the rule is to preclude a member from receiving travel allowances when he is ordered to temporary duty in the vicinity of his permanent station or his home, and does not incur the expense of temporary duty travel since he has permanent quarters at that station.

The instant case is entirely different. Prior to receipt of his orders calling him to duty at his permanent duty station Lieutenant Latham was attending Officer Candidate School at Newport and was provided government quarters and messing facilities. During this period of time he was not entitled to a per diem allowance. See Volume 1, Joint Travel Regulation (JTR) para. 4201-13. However, once he received orders designating a permanent station, any duty he performs away from that permanent station places him in a travel status with entitlement to travel allowances. See 39 Comp. Gen. 507 (1960).

The fact that Lieutenant Latham performed recruiting duty at his home of record at no cost to the government does not preclude him from receiving a per diem allowance for his temporary duty at Newport prior to reporting to his permanent station in Charleston.

Accordingly, his claim should be paid.

for 
James F. Hinchman
General Counsel