



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

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B-178519

July 12, 1973

Mr. James Y. Yail
Post Office Box 640
Pierre, South Dakota 57501

Dear Mr. Yail:

This refers to your letter of April 9, 1973, in which you appeal the settlement of our Transportation and Claims Division of March 13, 1973, of your claim for reimbursement of certain expenses incurred incident to a change of official station.

We are unable to comply with your request for copies of Office of Management and Budget (OMB) Circulars No. A-7 (Standardized Government Travel Regulations, SGTR) and No. A-56, with amendments to date. However, copies of the regulations in their current form and as effective at the time the events occurred with which you are concerned should be available to you at your official duty station.

A review of the file in your case discloses the following copies of documents which apparently form the basis for your claim for reimbursement:

1. A travel authorization dated May 22, 1970, issued at Phoenix, Arizona, for an official transfer from Washington, D.C., to Phoenix, with relocation expenses to be paid in accordance with Public Law 89-516, and travel to begin on or about June 28, 1970.

2. A travel authorization dated March 26, 1971, issued at Aberdeen, South Dakota, for a permanent change of station from Phoenix, Arizona, to Pierre, South Dakota, "per SF 50 dated March 21, 1971, and Employment Agreement dated March 9, 1971."

3. A travel authorization dated April 22, 1971, showing your official station as Phoenix, Arizona, and ordering travel from Washington, D.C., to Pierre, South Dakota, for temporary duty. That order provided for payment of per diem at the rate of \$10 per day for a temporary assignment "commencing October 14, 1970, and ending March 21, 1971."

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The file indicates that you traveled by commercial air carrier from Washington, D.C., to Pierre, South Dakota, on June 29, 1970, an indirect routing for the purpose of visiting your wife's relatives. Meanwhile, after your household goods were shipped to Phoenix, your wife and five children proceeded in two automobiles to Pierre where they joined you on July 2. On July 3 you suffered a heart attack for which you were hospitalized for about a month. Afterwards you had a 2-month recovery period during which you were unable to work.

Upon your partial recovery you began working part time for the Bureau of Indian Affairs (BIA), at Pierre on October 14, 1970, on an informally arranged temporary duty assignment. This status continued until March 21, 1971, when you assumed full-time duties at Pierre on a permanent basis. Although you did not travel from Washington to Phoenix and from there to Pierre, BIA, by a letter to this Office dated November 1, 1972, has approved your travel between Washington and Pierre.

In view of administrative recommendations in your case reimbursement is allowed on the basis of the transfer orders from Washington to Phoenix and from Phoenix to Pierre. In this connection it is noted that your household goods were shipped from Washington to Phoenix and from there to Pierre as contemplated by the travel orders for those transfers.

The record fails to show your status with respect to leave during any of the period for which you are claiming reimbursement. We assume that, since your travel to Pierre was on an indirect route to Phoenix for the purpose of visiting your wife's relatives, you were in annual leave status when you suffered your heart attack on July 3, 1970, and that you were in sick leave status thereafter. Therefore, we regard your employment status during the period June 29, 1970, when you would have arrived at Phoenix if you had traveled directly, through October 14, 1970, as being carried on the payroll at Phoenix in annual and sick leave status.

As noted above, on October 14, 1970, you were assigned temporary part-time duty at Pierre which lasted until March 21, 1971, on which date you were transferred to permanent full-time employment at that station. During that period you were authorized and paid per diem at the rate of \$10 per day. We do not object to this payment since no administrative determination had been made to transfer you to Pierre until March 21, 1971.

You have submitted two vouchers which were the basis of the Transportation and Claims Division settlement you now appeal. Our review of your specific claims and the settlement of them leads to the following conclusions:

1. Voucher dated April 15, 1971

(a) You were allowed \$93 for commercial air travel from Washington to Pierre. Although the settlement stated that your travel authorization to Phoenix did not authorize travel by air we note that travel both by common carrier and privately owned automobile was authorized. The difference between your claim of \$110.25 and the \$93 allowed may be accounted for by the possibility that you traveled in first class accommodations. Subsection 3.6 of SGTR requires less than first class accommodations in the absence of certain circumstances not apparent in your case. The settlement of this item is sustained.

(b) You claimed \$7,560 per diem for yourself and your family for the period June 29, 1970, to October 13, 1970. You were allowed per diem incident to the travel from Washington to Pierre during the period you and your family were in a travel status. The amounts allowed, \$5 incident to your travel by air and \$262.50 for the travel of your family by automobile, were in accordance with subsections 2.1 and 2.2 of OMB Circular No. A-56. No amounts were allowed for per diem for your dependents after their arrival since the Circular does not provide per diem for an employee's dependents except during the period of travel from the old to the new station. Regarding the payment of per diem when an employee becomes ill section 6.5, SGTR, provides in pertinent part, as follows:

a. Whenever a traveler takes leave of absence of any kind because of being incapacitated due to his illness or injury, not due to his own misconduct, the prescribed per diem in lieu of subsistence, if any, will be continued for periods not to exceed 14 calendar days (including fractional days) in any one period of absence unless, under the circumstances in a particular case, a longer period is approved.

* * * * *

If, while in travel status, the traveler receives hospitalization (or is reimbursed for hospital expenses) under any Federal statute, other than the Federal Employee Health Benefits Act of 1959 (5 U.S.C. 3001-3014), the per diem allowance will not be paid for the period involved or, if paid, will be collected from the traveler.

Your agency has recommended that you be allowed per diem for 14 days, if possible. The record indicates that you were advised by your doctor not to travel and only permitted travel at your request. Moreover, you proceeded to a point not on a direct route to your new station for personal convenience and were apparently in an annual leave status when you became ill. Under such circumstances we do not believe that you are entitled to per diem during the period of your illness. You also indicate that as a retired U.S. Army Reserve Officer you are entitled to hospitalization at Government expense. Therefore, even if you were otherwise entitled to per diem, it would appear that such per diem could not be paid because of your entitlement to hospitalization under another Federal statute. Accordingly, settlement action disallowing any amount in excess of the amounts of \$5 and \$262.50 allowed is sustained.

(c) The mileage allowance of \$286.60 stated in the settlement is based on the use of two automobiles, as authorized, with three of your six dependents in each automobile, or at 10 cents per mile for the standard mileage between Washington and Pierre as provided by subsection 2.3 of Circular No. A-56. Although we find nothing in the record to indicate the number of persons traveling in each automobile and recognize that one vehicle was driven by a person who was not a member of your immediate family, we believe the settlement is a reasonable allowance and is hereby sustained.

(d) The allowance of \$200 for miscellaneous expenses is in accordance with subsection 3.3a(2) of Circular No. A-56 and is sustained. For disallowance of your second claim for miscellaneous expenses allowance see below.

(e) Your claim for reimbursement of the expense incident to termination of a lease on your residence at Vienna, Virginia, may not be reimbursed since, as stated in the settlement, you have not submitted documentation of this expense as required by subsections 4.2f and 4.3a of Circular No. A-56.

(f) Your claim for the expense of storage of household effects for the period September 7, 1970, through April 17, 1971, was disallowed. Subsection 1.2e of Circular No. A-56 limits reimbursement of storage of household effects to a period of 60 days and the BIA has stated that this expense was paid for storage of your household effects at Phoenix from July 7 through September 7, 1970, incident to the orders transferring you there. Therefore, no additional amount is due. For storage incident to the orders transferring you to Pierre see below.

(g) Your claim for \$308.69 for subsistence expenses while occupying temporary quarters during the period June 25, 1970, through June 29, 1970, was reduced to \$300 in accordance with the formula provided by subsection 2.5d(2) of Circular No. A-56. You were also allowed \$21.40 incident to your occupation of temporary quarters in Pierre on the basis of motel receipts furnished by you. The allowance was properly computed and you are not due any additional amount.

2. Voucher dated May 12, 1971

(a) You again claimed miscellaneous expenses allowance, presumably on the basis of the transfer from Phoenix to Pierre. Since you actually incurred the expense of discontinuing one residence and establishing a residence at a new location only once, the disallowance of the additional claim was proper and is sustained.

(b) Your claim for temporary quarters subsistence allowance for 30 days, for which no dates are stated on the voucher, in a total amount of \$1,134.42 appears to be predicated on the orders transferring you from Phoenix to Pierre. In the absence of any documentation of this claim as required by subsection 2.5d(1) of OMB Circular No. A-56 no basis for its allowance exists. Accordingly, the disallowance of this item is sustained.

B-178519

(c) The settlement allowed you reimbursement for shipment of your household goods from Phoenix to Pierre and storage at Pierre. On the basis of the transfer order from Phoenix to Pierre these amounts were for allowance computed in accordance with subsection 6.4d, Circular No. A-56, in effect in April 1971 when shipment was made. However, review of the computed rate schedule indicates the amount allowed should have been \$906.61 instead of \$866.88. Accordingly, our Transportation and Claims Division has been instructed to allow the higher amount and a revised settlement will be issued in due course.

We note also that BIA has paid for transportation of your household goods from Washington to Phoenix on a Government Bill of Lading under authorization of the travel order transferring you from Washington to Phoenix. We believe that payment may be regarded as for transportation of household goods in compliance with such orders and was properly made.

In answer to your question concerning appeal, you are advised that this decision constitutes the final action by our Office in your case and that decisions of this Office are conclusive on the executive branch of the Federal Government. As to judicial remedies which may be available to you see sections 1346 and 1491 of title 28, United States Code.

Sincerely yours,

PAUL G. DEMBLING

Acting Comptroller General
of the United States