



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Specialist Michael Crocco--Claim for Travel Allowances

File: B-265609

Date: January 26, 1996

DIGEST

A reservist who was called to temporary active duty received daily travel allowances while he commuted to his duty site. In accordance with paragraph U7150 of volume 1 of the Joint Federal Travel Regulations (JFTR), the allowances were terminated. The fact that the reservist was told by the commander of his duty site that his allowances would continue does not provide a basis for payment contrary to the JFTR, since the government is not liable for erroneous information given by its officers, agents, or employees.

DECISION

This is in response to an appeal of a Claims Group settlement¹ which denied the claim of Specialist Michael Crocco for per diem and travel allowances for the period from November 1, 1992, until May 14, 1993. We affirm the Claim's Group settlement.

Under orders dated July 30, 1992, Specialist Crocco, a reservist, was called to active duty during Operation Desert Shield/Storm at a site approximately 48 miles from his home. The orders stated that neither a privately-owned vehicle nor a rental car was authorized. Government quarters and mess were to be used when available. The orders were originally for 47 days but were extended, and Specialist Crocco ultimately served from August 10, 1992, until May 14, 1993. Government quarters and mess were not available, and Specialist Crocco commuted daily from his home to his duty site. Through October 1992 he received a daily mileage allowance as well as per diem for two meals. A message dated October 1992 terminated payment of per diem and daily mileage effective November 1, 1992. Specialist Crocco states that he was told by the commander of the duty site that he should continue commuting and that he would eventually be reimbursed for mileage and meals in the same way that he was paid before November 1, 1992.

¹Z-2869422, dated June 21, 1995.

The Defense Finance and Accounting Service (DFAS) denied Specialist Crocco's claim for mileage allowance and per diem. He argued that he continued to commute because the commander of his duty site instructed him to do so. He also argued that the mileage and per diem he had been receiving amounted to less than the cost of full per diem for hotel accommodations and meals. Finally, he argued that his car was necessary for reaching the duty site and obtaining meals.

The message of October 1992 quoted part of paragraph U7150 of the JFTR, which states that a member called to active duty with pay who commutes daily between his home and his place of active duty is not entitled to per diem or mileage allowances for his daily commute when the installation commander determines that his home and duty station are within a reasonable commuting distance. In that instance he would be entitled to a mileage allowance for only one round-trip between the two and a total of two meals. He could receive allowances for those nights when he was required to remain at his duty station overnight if government quarters were unavailable. See 1 JFTR para. U7150-A1(b).

Specialist Crocco's original orders were for temporary active duty for a period of 47 days. The orders were written to allow him to remain at the duty site in receipt of per diem for lodging and meals if those were not provided. Since government quarters and mess were not available, he was allowed to commute. Taking into consideration the provisions of 1 JFTR para. U7150-A1(b), it is unclear why Specialist Crocco was receiving allowances for his daily commute, and as of November 1, 1992, those allowances were terminated.

While Specialist Crocco acted in accordance with the instructions of his commander, the JFTR do not allow payment of travel allowances to a member in his situation. The fact that his commander indicated to him that he would be reimbursed does not provide a basis for payment, since the government is not liable for the erroneous information given by its officers, agents, or employees. See Adam L. Lucas, B-247071, May 28, 1992. The fact that the allowances he had been receiving were less than the per diem he could have received for meals and lodging does not provide a basis for payment. Likewise, the fact that using his car was, in his opinion, necessary also does not provide a basis for payment, because the car was not authorized in his orders.

Accordingly, the claim must be denied. We affirm the Claims Group's settlement.

/s/Seymour Efros
for Robert P. Murphy
General Counsel