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DECISION



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

FILE: B-181700

DATE: January 18, 1978

MATTER OF: John R. Figard--Reconsideration of Claims
for Mileage and Additional Compensation

- DIGEST:**
1. Employee requests reconsideration of claim for additional compensation while performing higher level duties in light of Turner-Caldwell decisions. Employee's claim is distinguished from Turner-Caldwell decisions involving temporary promotions during extended details since evidence in this case is insufficient to show that employee actually performed higher level duties. Employee has failed to sustain burden of proof to support his claim.
 2. Employee requests reconsideration of claim for mileage between residence and place of duty and for parking fees. Travel expenses between residence and official duty station may not be reimbursed. Location of official duty station is a question of fact and has been held to be the place where employee performs greater portion of duties. Furthermore, even if this were considered temporary duty, reimbursement for travel expenses is discretionary with administrative agency.

This action is in response to the request of John R. Figard for reconsideration of our decision in B-181700, April 7, 1975, and our Claims Division settlement dated May 13, 1974, denying his claims for mileage and parking fees and for additional compensation for performing higher level duties.

The facts in this case are fully set forth in the Claims Division settlement and our prior decision and will not be repeated here except where pertinent. In requesting reconsideration Mr. Figard argues that he was not part of a "mass transfer" as implied in our prior

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decision but that he was employed by the Naval Ships Systems Command (NAVSHIPS) and was assigned or detailed to perform duty with the Naval Ship Engineering Center (NAVSEC) upon its relocation to Hyattsville. Mr. Figard has provided documents which indicate that NAVSHIPS and NAVSEC are two distinct organizations, and he states that he was only temporarily assigned or detailed to NAVSEC. Finally, Mr. Figard argues that since he performed the higher level duties of a GS-14 position, he believes he should be entitled to a temporary promotion in accordance with our recent decisions concerning extended details. In this regard, we have held that employees who are officially detailed to higher level positions for an extended period of time are entitled to a temporary promotion on the 121st day after the detail commenced. See Reconsideration of Turner-Caldwell, 56 Comp. Gen. 427 (1977) and decisions cited therein.

The documents submitted by Mr. Figard include a copy of an undated memorandum signed by the Director of Contracts and the Acting Commander of NAVSEC which describes the relationship between a component of NAVSHIPS, SHIPS 02, and NAVSEC in connection with the relocation of NAVSEC to Hyattsville. This memorandum indicates that the SHIPS 02/NAVSEC Procurement Planning Office would include two negotiators (GS-14) and two planners (GS 13/14), and the memorandum concludes by stating that "(Personnel may be rotated from time to time)."

Mr. Figard states that one of the two negotiators or Contracting Officers (GS-14) resigned before assuming the new position and that in the absence of any replacement Mr. Figard performed the duties of that position, as well as his own duties, for a period of 27 months, admittedly without a change in his position description. A review of the evidence in this case indicates that Mr. Figard was detailed to work with NAVSEC and that this detail apparently was not documented in his personnel records. However, the evidence before us is insufficient to prove that Mr. Figard did in fact perform the duties of the higher grade position. Claims against the United States cannot be allowed unless they are verified or corroborated by Government records or other documentary evidence. B-180880, April 18, 1974. Mr. Figard has not met his burden of establishing the liability of the United States and his right to payment as provided in 4 C.F.R. § 31.7 (1977), and we must disallow his claim

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for retroactive compensation while performing higher level duties. See Nathan Lesowitz, B-185766, June 15, 1977, and cases cited therein.

With regard to his claim for mileage between his residence and Hyattsville and reimbursement for parking fees, Mr. Figard has submitted several documents which he states clearly indicate that his detail to NAVSEC was temporary. As we stated in our prior decision, our Office has long held that there is no authority for reimbursement of expenses incurred in traveling between an employee's residence and his place of official business. 36 Comp. Gen. 450 (1956); 19 id. 836 (1940); 15 id. 342 (1935); and 11 id. 417 (1932). We have also held that the location of an employee's place of official business or official duty station presents a question of fact and constitutes the place at which he performs the major part of his duties and is expected to spend the greater part of his time. 32 Comp. Gen. 87 (1952); and James H. Fox, B-182427, October 9, 1975. As we stated in our decision in Fox, supra, involving a co-worker of Mr. Figard's who performed duty at NAVSEC's Hyattsville office under substantially similar circumstances, we find no basis to disagree with the determination by the Department of the Navy that Hyattsville was their (Messrs. Fox and Figard) official duty station during the period in question.

Furthermore, our Office has held that when an employee is assigned to a nearby temporary duty post, it is within the discretion of the administrative agency to reimburse the employee for travel performed from his residence to the temporary place of duty. 36 Comp. Gen. 795 (1957); 32 id. 235 (1952); and B-177555, February 22, 1973. Even if we were to agree with Mr. Figard that his assignment to NAVSEC constituted temporary duty, reimbursement for travel expenses between his residence and the temporary place of duty would be within the discretion of the administrative agency, and the Department of the Navy did not authorize or approve payment of such expenses in this case.

Accordingly, we sustain our prior decision and our Claims Division settlement denying Mr. Figard's claims for travel

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expenses and for additional compensation for performing higher level duties.

Paul G. Huntington
For The Comptroller General
of the United States