



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Larry W. Harris - Reimbursement for Cost of
Meals at Temporary Duty Site
File: B-227484
Date: August 26, 1987

DIGEST

An employee authorized a special rate of per diem due to availability of meals and lodging at his temporary duty site may not be reimbursed for the cost of meals he obtained during the period of his temporary duty without a showing that his orders were in error regarding the availability of meals.

DECISION

This decision is in response to a request from Mr. Larry W. Harris for reconsideration of Settlement Certificate Z-2863911, March 23, 1987, by which our Claims Group denied his claim for reimbursement for meals consumed during a period of training at the National Guard Professional Education Center, Camp Joseph T. Robinson, North Little Rock, Arkansas. For the reasons stated below we must affirm the determination of our Claims Group.

Mr. Harris, who is employed at the Pine Bluff Arsenal in Pine Bluff, Arkansas, attended the Security in Automated Systems Course at Camp Robinson from August 6 to August 15, 1985. By a travel order dated August 5, Mr. Harris was authorized reimbursement for travel by privately owned automobile and per diem in accordance with the Joint Travel Regulations (JTR). The remarks section of the order provided that government quarters and rations were available. On August 16, 1985, Mr. Harris submitted a voucher for breakfast, lunch and dinner expenses from August 6 through August 15 in the amount \$183.10.

By a letter dated October 3, 1985, the Finance and Accounting Officer at the Pine Bluff Arsenal forwarded Mr. Harris's claim to the U.S. Army Finance and Accounting Center in Indianapolis, Indiana. In that letter he stated

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that "[T]he travel costs were discussed by the traveler and his supervisor prior to authorizing the travel. It was agreed that the meals and lodging were to be furnished and the cost would involve only the mileage and \$3.50 per day per diem."

Our Claims Group denied Mr. Harris's claim on the grounds that he had been informed that lodgings and meals were available at his temporary duty site and he had not submitted any evidence that such was not the case. In appealing our Claims Group's determination Mr. Harris stated that our Claims Group did not have complete information and submitted a letter dated September 3, 1985, in which James K. Hoover, Chief Accounting Technician at Camp Joseph T. Robinson, stated that "[I]n processing Mr. Harris in at the registration desk he was given the wrong meal card by error and was charged the per diem rates for meals as if he was in a per diem status."


In his letter of October 3, 1985, to the Finance and Accounting Center in Indianapolis, the Pine Bluff Arsenal Finance and Accounting Officer reported that James K. Hoover at Camp Robinson had been contacted concerning the meal card and had stated that the type of card was changeable and would have been changed if that had been requested. The Pine Bluff Arsenal Finance and Accounting Officer also pointed out that if Mr. Harris had eaten at the government mess with the meal card he was issued, the cost would have been \$1.90 for breakfast, \$3.65 for lunch and \$3.65 for dinner for a total amount of \$9.20. Instead, Mr. Harris apparently incurred between \$15.54 and \$21.86 per day for his meals.

Mr. Harris's orders specifically provided that meals and lodging would be available and he apparently had conversations with his supervisor confirming that meals and lodging would be furnished, and his per diem was set accordingly. That meals and lodgings were commonly furnished at the Camp Robinson National Guard Professional Education Center is shown by the fact that a special per diem rate is specifically provided in the Joint Travel Regulations (JTR) for that Center when quarters and meals are furnished without cost to the traveler. The \$3.50 per diem rate was authorized under the above conditions by paragraph C 4552-2i(2) of JTR Volume II (Change 236, effective 6/1/85).

The general rule is that an employee's rights and liabilities with regard to travel allowances become fixed when the travel is performed under competent orders and those orders may not be retroactively modified to increase or decrease the employee's entitlements unless an error is apparent on the face of the orders or when all the facts

and circumstances clearly demonstrate that an error has been made in preparing the orders. 55 Comp. Gen. 1241 (1976); 54 Comp. Gen. 638 (1975) and Wayne G. Kirkegaard, B-223537, May 21, 1987.

Mr. Harris has not demonstrated that his orders were in error in providing that meals and lodging were available at Camp Robinson. Nor has he shown, given his apparent understanding that he was authorized per diem at a reduced rate because meals and lodging were to be furnished, that he made any attempt to clarify the misunderstanding at Camp Robinson concerning his entitlement to meals. As a result, we must affirm our Claims Group's determination that he is not entitled to the reimbursement for the cost of meals he obtained during the period of his attendance at the training course.

for 
Comptroller General
of the United States