



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Neil G. Pfaff - Travel and Transportation
Expenses - Completion of Service Agreement

File: B-232489

Date: August 4, 1989

DIGEST

Employee transferred from Canada to Hawaii and served approximately 17 months with the agency in Hawaii, prior to his transfer to another government agency in Hawaii, where he remained for 2-1/2 years. He is entitled to his return travel and transportation expenses to the continental United States since he fulfilled his service agreement. Expenses should be paid by the agency to which the employee transferred, computed on a constructive cost basis.

DECISION

This decision is in response to a request from an Accounting and Finance Officer, Defense Investigative Service (DIS), Washington, D.C., for an opinion as to whether a former employee of DIS in Hawaii may be reimbursed for certain travel and transportation expenses incurred incident to his return from Hawaii to the United States. For the reasons that follow, the former employee may be reimbursed for the travel and transportation expenses on a constructive cost basis.

BACKGROUND

Mr. Neil G. Pfaff was employed by the United States Customs Service in Edmonton, Alberta, Canada, when he transferred in October 1981 to the Customs Office in Hawaii. Mr. Pfaff's travel order stated that he was transferred for the convenience of the government and authorized him to ship at government expense a privately-owned vehicle (POV) and 7,500 pounds of household goods.

Mr. Pfaff had been employed by Customs in Hawaii for approximately 17 months when in February 1983 he transferred to a similar position with DIS.

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Mr. Pfaff applied to DIS for tour renewal agreement travel in 1983. His request was denied by DIS on the basis that he was a local hire and, therefore, not entitled to tour renewal agreement travel. The DIS also declined to initiate a new service agreement with Mr. Pfaff.

Mr. Pfaff worked for DIS until June 1985 when he experienced some medical problems and returned to the United States. He was placed on annual leave, sick leave or leave without pay from June 1985 until August 1986, at which time he resigned from DIS.

Mr. Pfaff filed a claim for travel expenses he incurred on June 24, 1985, when he traveled from Hawaii to the continental United States. Mr. Pfaff also claimed reimbursement for shipping a POV and for shipping his household goods by airfreight to Chicora, Pennsylvania, at a cost of \$4,207.31.

Mr. Pfaff contends that he is entitled to reimbursement for his claimed expenses since he carried over his entitlement from Customs to DIS, and, in the alternative, he was entitled to tour renewal agreement travel which was never granted to him. The Finance Officer questions whether Mr. Pfaff is entitled to return travel and transportation at the expense of DIS since he transferred to DIS in Hawaii from another agency. In addition, the Finance Officer wishes to know what effect, if any, Mr. Pfaff's early return prior to his separation and without travel orders has on his entitlement.

OPINION

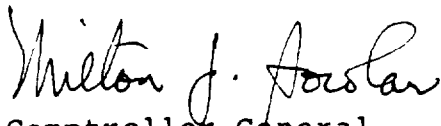
Under the provisions of 5 U.S.C. § 5724(d) (1982), when an employee transfers to a post of duty outside the continental United States, his expenses of travel and transportation to and from the post are allowed to the same extent and with the same limitations as prescribed for a new appointee under 5 U.S.C. § 5722 (1982). For this purpose, Hawaii is considered to be outside the continental United States. 5 U.S.C. § 5721(3) (1982). Thus, an agency may pay the employee's expenses when he returns from his post of duty outside the continental United States to the place of his actual residence prior to his overseas assignment upon completion by the employee of an agreed upon period of service. 5 U.S.C. § 5722(a)(2), (c)(2) (1982). The regulations implementing 5 U.S.C. § 5722 are contained in chapter 2 of the Federal Travel Regulations (FTR), incorp. by ref., 41 C.F.R. § 101-7.003 (1985).

Although Mr. Pfaff's service agreement with Customs incident to his transfer to Hawaii is not part of the record, we note that Mr. Pfaff served with Customs in Hawaii for approximately 17 months, and we were informally advised by Customs that the normal tour of duty for Hawaii is 12 months. Therefore, Mr. Pfaff fulfilled his service agreement and became entitled to his return travel and transportation expenses from his overseas assignment prior to his transfer from Customs to DIS. Estelle C. Maldonado, 62 Comp. Gen. 545, at 550 (1983); Johnny R. Dickey, 60 Comp. Gen. 308 (1981). Therefore, Mr. Pfaff is entitled to his return travel and transportation expenses from his post in Hawaii. DIS as the agency for which he worked at the time of the return travel is obligated to pay the expenses authorized by sections 5722 and 5724. See Johnny R. Dickey, 60 Comp. Gen. 308, supra. In view of this entitlement, we need not discuss the issue of tour renewal agreement travel under the provisions of 5 U.S.C. § 5728 (1982).

Chicago, Illinois, was Mr. Pfaff's residence in the United States. Therefore, Mr. Pfaff is entitled to his travel and transportation expenses from Hawaii to Chicora, Pennsylvania, not to exceed the constructive costs of such expenses to Chicago, his designated actual place of residence. Mr. Pfaff's entitlement to ship his household goods is limited to the cost of a single shipment by the most economical route. 60 Comp. Gen. 30 (1980); FTR, para. 2-8.2d (Supp. 1, Nov. 1, 1981). Therefore, his reimbursement is limited to the constructive cost of shipment by surface on a government bill of lading (GBL). This cost information can be obtained from the Military Traffic Management Command (MTMC), Personal Property Directorate. The MTMC can also provide information on the cost to ship Mr. Pfaff's POV to Chicago on a GBL.

Mr. Pfaff has also claimed \$495 in airfare from Honolulu to San Francisco on June 24, 1985. While he has not furnished a receipt for this expense, since we are allowing his expenses on a constructive cost basis we do not believe that his lack of a receipt should cause the claim to be denied. However, the amount reimbursed should be limited to the government contract fare between Honolulu and Chicago then in effect. The Passenger Directorate, MTMC, would also have this information available. We also note that elsewhere in his claim Mr. Pfaff is claiming the mileage reimbursement at the rate of 22-1/2 cents per mile. The proper rate is 20-1/2 cents, the rate in effect in 1985.

Mr. Pfaff should be reimbursed in accordance with this opinion.

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