



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Degge T. Thomas, Sr. - Commuting Expenses - Change
of Regular Workplace Within Official Station

File: B-233591

Date: September 21, 1989

DIGEST

An agency reassigned an employee for a 6-month period from one workplace to another workplace within his official duty station, which consisted of a city's corporate limits. The employee's claim for the cost of commuting to the new workplace may not be allowed because an employee must bear the costs of commuting between his residence and his workplace.

DECISION

Mr. Degge T. Thomas, Sr., appeals our Claims Group's disallowance of his travel claim for commuting to his duty station.^{1/} For the reasons stated below, the disallowance is sustained.

BACKGROUND

Mr. Thomas and several other employees, whose workplace was the Naval Shipyard in Philadelphia, Pennsylvania, were temporarily assigned on a voluntary basis beginning August 11, 1986, to the Navy's Aviation Supply Office, which was also located within the corporate limits of Philadelphia. A "memorandum for record," dated August 7, 1986, prepared by a shipyard official concerning the assignment, states that no local travel payment is authorized for the assignment as the Supply Office will be considered the employees' authorized work site for the duration of the assignment. Until Mr. Thomas returned to duty at the shipyard on February 6, 1987, he commuted from his home to the supply facility

^{1/} Our Claims Group disallowed Mr. Thomas's claim by Settlement Certificate, Z-2861244, September 14, 1988, and affirmed the disallowance by letter to Mr. Thomas on October 4, 1988.

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which, Mr. Thomas contends, involved a round-trip distance nearly five times greater than the commuting distance between his home and the shipyard.

The Navy denied Mr. Thomas's claim for the cost of commuting between his home and the supply facility. Our Claims Group sustained the disallowance on the basis that both of the workplaces were located within the corporate limits of the city of Philadelphia and the agency properly exercised its discretion in determining that Mr. Thomas's relocation to the supply facility was a change of regular workplace within the official station, the expenses of travel to which are nonreimbursable commuting expenses. Mr. Thomas appeals our Claims Group's disallowance on the grounds that Joint Travel Regulations, vol. 2, para. C4108 (Change No. 241, Nov. 1, 1985) authorizes a travel allowance where the distance between duty stations exceeds 10 miles. He states that the distance between the shipyard and the supply facility exceeded 10 miles.

DISCUSSION

The regulation to which Mr. Thomas refers, 2 JTR para. C4108, provides for a one-time allowance for travel incident to a transfer from one permanent duty station to another; it is not an allowance for commuting expenses. In any event it is not applicable here because the Navy did not transfer Mr. Thomas from one permanent duty station to another. Rather, the record shows that it was the Navy's intention to change Mr. Thomas's workplace (his regular place of work) within his official duty station (Philadelphia) to the Aviation Supply Office for about 6 months to relieve a manpower shortage there.

Mr. Thomas was simply reassigned to a different workplace within his official station, the corporate limits of Philadelphia. Under these circumstances, we know of no authority that would permit reimbursement of his commuting costs. Rather, the general rule that an employee must bear the cost of commuting between his residence and his place of duty is applicable here. See 60 Comp. Gen. 420 (1981); Gilbert C. Morgan, 55 Comp. Gen. 1323 (1976); Lloyd Chynoweth, B-203978, supra.

Accordingly, the Claims Group's disallowance of Mr. Thomas's claim is sustained.

for Milton J. Doerlan
Comptroller General
of the United States