

**DECISION**

19417  
THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548

**FILE:** B-198887**DATE:** September 21, 1981**MATTER OF:** Kenneth L. Peck & Mark N. Snow -  
Mileage Allowance and Per Diem

- DIGEST:**
1. Two Air Force employees claim mileage and per diem expenses for assignment at site 23 miles from their administratively designated permanent duty station. If assignment to different work site is permanent change of station assignment, then employees are not entitled to commuting expenses. Duration of assignment is one factor to be used in determining whether assignment was temporary duty or a permanent change of station. Here assignment for 2 months was temporary duty, but assignment for 2 years and 9 months was a permanent change of station. It is within agency's discretion to authorize reimbursement for mileage where employee is on temporary duty assignment near permanent duty station.
  2. An employee who worked as firefighter, claims per diem expenses of \$16 for meals consumed while on temporary duty assignment near permanent duty station. Under 2 JTR para. C4550-b.4 per diem allowance will not be authorized under these circumstances unless the employee incurs additional subsistence expenses. If same system prevails at both permanent and temporary duty stations, with firefighters bringing food with them for meals eaten during duty hours, then it would appear that the employee did not incur additional expenses. Therefore, he is not entitled to a per diem allowance.

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B-198887

This action is in response to a request for an advance decision submitted by the Accounting and Finance Officer, Headquarters Ogden Air Logistics Center, Hill Air Force Base (Hill AFB), Utah, concerning the entitlement of Mr. Kenneth L. Peck and Mr. Mark N. Snow for reimbursement of mileage and per diem expenses while performing duty at a work site located 23 miles from their administratively designated permanent duty station. The matter was forwarded to us through the Per Diem, Travel and Transportation Allowance Committee and was assigned PDTATAC Control No. 80-19.

Messrs. Peck and Snow were civilian employees and were administratively assigned to Hill AFB Utah, but, for certain periods, they worked as firefighters at the Little Mountain Test Annex, Utah, which is 23 miles from Hill AFB. Mr. Peck worked at Little Mountain from October 1976 through July 1979 and Mr. Snow during September and October 1979. Although they were administratively assigned to Hill AFB, they performed virtually all their duties at Little Mountain during these periods. They are now claiming mileage and per diem expenses for their assignments to Little Mountain. The normal tour of duty for firefighters is 24 hours on duty, 24 hours off duty, for a total 144 hours per pay period. The employees received premium pay on an annual basis for regularly scheduled standby duty. While on duty, they remained overnight in facilities provided to firefighters with no cost for lodging.

Mr. Peck resides five miles from the Hill AFB and 28 miles from Little Mountain, while Mr. Snow resides 37 miles from Hill AFB and 60 miles from Little Mountain. According to the record, no travel orders were issued to these employees because agency management did not intend to place these employees on temporary duty. The employees are now claiming per diem and mileage for the period each worked at Little Mountain.

Based on these facts, the following questions were presented--

- "a. Does the length of the time the employee worked at Little Mountain have a bearing on the claim?
- "b. If a is answered affirmatively, what length of time would qualify an assignment as being temporary?
- "c. If mileage allowance is allowed, would it be paid from the employee's home or duty station?"

Question a

Our decisions have long held that the location of an employee's official duty station is a question of fact, and is not limited by the administrative designation. It is the place where the employee performs substantially all of his duties and spends the greater part of his time. 32 Comp. Gen. 87 (1952) and Walter S. McMann, B-198061, December 11, 1980. The question of whether an assignment to a particular location should be considered a temporary duty assignment or a permanent change of duty station is a question of fact to be determined from the orders directing assignment, the duration of the assignment, and the nature of the duties to be performed under the orders. See 33 Comp. Gen. 98 (1953).

We have held that there is no authority for reimbursement of travel expenses between an employee's residence and his permanent duty station or place of business. Thomas L. Smith, B-188045, May 9, 1977, and decisions cited therein. On the other hand, we have held that where an employee is assigned to temporary duty at a location within or near his official duty station and when the employee will eventually return to his permanent duty station, he may be reimbursed for the cost of travel between his residence and the temporary duty location, subject to the discretion of the administrative agency. See 36 Comp. Gen. 795 (1957) and Gretchen Ernst, B-192838, March 16, 1979.

Therefore, the answer to Question a is that the length of time that an employee performs duties at a work site other than his administratively designated permanent duty station is one factor in determining the location of his official duty station.

Question b

As to the length of time which would qualify an assignment as temporary, Volume 2 of the Joint Travel Regulations (2 JTR) provides in para. C4455:

PROLONGED ASSIGNMENTS

"When a period of temporary duty assignment at one place will exceed 2 months, consideration will be given to changing the employee's permanent duty station unless there is reason to expect the employee to return to his permanent duty station within 6 months from the date of initial assignment or the temporary duty expenses are warranted in comparison with permanent change-of-station movement expenses."

This provision indicates that when an employee performs a temporary duty assignment at one place away from his permanent duty station for more than 2 months, then consideration should be given to changing his official duty station.

In answer to Question b, we do not believe that there is any specific time period that makes an assignment either temporary or permanent. Rather a case by case determination should be made based on the orders directing the assignment, duration of the assignment, and the nature of the duties to be performed. See 33 Comp. Gen 98 (1953). Certainly the above-quoted regulation does not establish a 6 month standard, since

the regulation provides that even a 6 month or more assignment could be considered temporary if temporary duty station expenses are warranted in comparison with permanent change of station movement expenses. In one case we allowed an assignment of 14 months to be considered temporary duty in accordance with the agency determination. See Gretchen Ernst, B-192838, March 16, 1979.

In the present case, at the time Messrs. Snow and Peck worked at Little Mountain, the agency neither officially nor administratively changed their duty stations. However, the agency now argues that, in essence, Little Mountain became their official duty station.

Measured against the standards set in the cases discussed above, it appears that Mr. Peck, who performed virtually all his duties at Little Mountain from October 1976 to July 1979, a total of 2 years and 9 months, was in fact permanently assigned there and that was his official duty station. This was apparently the agency's intent, as shown by the length and exclusivity of the assignment. As stated previously, there is no authority for reimbursement of travel expenses between the employee's residence and his official duty station. Therefore, under these circumstances, Mr. Peck is not entitled to any reimbursement for mileage or per diem.

However, Mr. Snow performed his duties for only 2 months at Little Mountain, and before and after this assignment he performed all his duties at Hill AFB. Although the agency argues that Little Mountain was his official duty station for the 2 months we believe that, under the criteria discussed above, the 2-month assignment was temporary duty, and reimbursement of travel expenses could be authorized.

In addition to his claim for mileage, Mr. Snow claims per diem at a rate of \$16 for subsistence expenses incurred at Little Mountain. Under 2 JTR para. C4550-b.4 a per diem allowance will not be authorized

when an employee does not incur additional subsistence expenses because of a temporary duty assignment in the vicinity of the permanent duty station. We were informally advised that there are no cafeteria or other dining facilities at Little Mountain. We were also informed that firefighters working at Little Mountain generally brought in their own food for meals occurring during their shifts. If the same system is followed by firefighters stationed at Hill AFB, it would appear that Mr. Snow did not incur additional expenses for food because of his assignment to Little Mountain since he would have incurred the same expenses for food if he had remained at Hill AFB. A per diem allowance is intended to cover extra expenses incurred incident to temporary duty assignments. Bornhoft v. United States, 137 Ct. Cl. 134 (1956). In the absence of evidence of additional subsistence expenses, Mr. Peck is not entitled to per diem expenses pursuant to 2 JTR para. C4450-b.4.

Question c

If a mileage allowance is authorized, 2 JTR para. C4558 provides that it may be paid from the employee's home or domicile to the place of temporary duty assignment without requiring the employee to report to his regular place of duty.

There is, however, another factor to be considered before a final decision is made on payment of mileage. In Brian E. Charnick, B-184175, June 8, 1979, the issue was whether or not an agency was required to pay employees mileage expenses for a temporary duty assignment at a location approximately 15 miles from the employee's permanent duty station, but still within the same general commuting area. The agency had not issued travel orders authorizing reimbursement of mileage expenses during the temporary duty assignment. In denying the claim of employee for mileage reimbursement, we stated that:

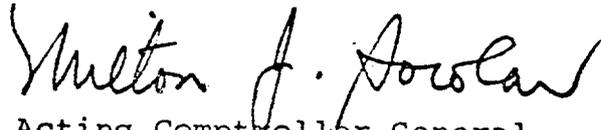
"When an employee is assigned to a nearby temporary duty post it is within administrative discretion to permit such employee an allowance for mileage without a deduction for the distance he would normally travel between his home and headquarters, and irrespective of whether he performs duty at his headquarters on that day. Administrative officials may refuse to authorize reimbursement for such expenses if no additional travel costs are incurred or may limit reimbursement to the cost of travel between the employee's headquarters and his temporary post of duty. Where appropriate, officials should exercise their discretion to restrict the amount of reimbursement by way of a reduced rate or distance when the employee performs work at a temporary duty post within a reasonable commuting area. Agency policy to regard such expenses as normal commuting expenses and application thereof must be reasonable. Officials are to give due consideration to the interests of both the Government and the employee. B-189061, March 15, 1978, and cases cited."

Thus, while payment of Mr. Snow's claim, and the mileage claims of other employees found to have been on temporary duty assignments at Little Mountain, is authorized, it is not required. Prior to deciding whether or not to authorize reimbursement of mileage expenses it might be appropriate to determine how the interests of all the employees involved, as well as the Government, would best be served.

The submission states there are approximately 10 other cases similar to those of Messrs. Peck and Snow. We realize that in answering the specific questions presented, we have not provided an absolute dividing line between a temporary duty assignment and a permanent change of station. As stated earlier, that is a question

B-198887

of fact that must be decided on a case-by-case basis, and we cannot arbitrarily pick a specific assignment length as a universal dividing line.

A handwritten signature in cursive script, reading "Milton J. Rowland".

Acting Comptroller General  
of the United States