



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Robert A. Bailey

**File:** B-256746

**Date:** August 18, 1995

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### DIGEST

An employee was authorized overseas tour renewal agreement travel. He used a rental vehicle for transportation for a part of that travel and retained it in his possession at the leave point for the 3-week period of his overseas tour renewal agreement travel leave because there was no vehicle rental agency in the vicinity. The employee claims reimbursement for the rental costs for the entire period. The claim is denied. Under 41 C.F.R. § 301-3.2(a) (1993), rental vehicles may be authorized for use during performance of official business. Since only 2 days official usage was required to transport the employee and his family to his leave point and return, any vehicle rental cost incurred by the employee after arriving at his leave point and before he began his return travel was personal and must be borne by the employee.

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### DECISION

This decision responds to a request by an authorized certifying officer, Forest Service, U.S. Department of Agriculture,<sup>1</sup> concerning an employee's entitlement to rental vehicle expenses incident to overseas tour renewal agreement travel.

Mr. Robert A. Bailey, an employee of the Forest Service, was transferred to Petersburg, Alaska, from John Day, Oregon, effective January 13, 1991. He became eligible for and requested approval for overseas tour renewal agreement travel, and signed a renewal agreement for another tour of duty in Alaska. By travel authorization dated March 11, 1992, he was authorized to travel from his duty station in Alaska to his former duty station in John Day, Oregon, by common carrier during the period of July 15 to August 8, 1992.

Mr. Bailey and his family traveled by commercial airline from Petersburg, Alaska, to Seattle, Washington. They then rented a vehicle and drove from Seattle to John

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<sup>1</sup>Mr. Edward P. Darragh, Reference: 6540.

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Day, Oregon. He retained the vehicle during his leave period and drove it back to Seattle for his return travel.

Mr. Bailey shipped personal freight at his own expense to Seattle and then transported it by rental vehicle to John Day, Oregon. Although the freight made it necessary to rent a mini-van instead of an economy-size car, he claimed only the cost of an economy car. Since the town of John Day, Oregon, does not have a vehicle rental agency, Mr. Bailey retained the mini-van for the entire 3-week leave period and used it for travel back to Seattle. He asserts that he was initially informed that he could retain the vehicle for the entire period at government expense.

The Forest Service advises that initially either erroneous verbal information was given to Mr. Bailey or that there was a misunderstanding. In any event, the agency states that several days prior to his travel Mr. Bailey was informed that reimbursement for a rental vehicle would be limited to the 2 days traveling between Seattle and John Day and return. Mr. Bailey admits receiving this notice, but states that, since he had already based his travel arrangements on the earlier information, he decided to use the rental vehicle to travel from Seattle to John Day and to retain it for 3 weeks.

Although Mr. Bailey claims reimbursement for the rental vehicle for the entire 3-week period, he argues that, in lieu of that reimbursement, he should be reimbursed based on the cost of the constructive routing to John Day through Pendleton, Oregon, as provided by the agency's contract travel agency itinerary. That routing would be travel by air to Pendleton and then travel to John Day, Oregon, by rental vehicle or taxi, because there is no other public transportation available between those two points. Since the round-trip travel by taxi would be less expensive (\$260) than a rental vehicle, it is his view that he should be reimbursed that amount even though he did not perform that travel or incur that expense.

No basis exists for allowing reimbursement for the additional period of rental vehicle use in this case, either as an actual expense or on a constructive cost basis. Allowances for tour renewal agreement travel are those authorized by section 302-1.13(b) of the Federal Travel Regulation (FTR),<sup>2</sup> in amounts payable under chapter 301 of the FTR.<sup>3</sup> Specifically, section 301-3.2(a) of the FTR<sup>4</sup> provides

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<sup>2</sup>41 C.F.R. § 302-1.13(b) (1993).

<sup>3</sup>41 C.F.R. Chapter 301 (1993).

<sup>4</sup>41 C.F.R. § 301-3.2(a) (1993).

that automobile rental will be allowed if authorized or approved as advantageous to the government "whenever the employee is engaged in official business." Any expenses incurred by an employee for personal use of a rented vehicle must be borne by the employee.<sup>5</sup>

In the present case, Mr. Bailey's official tour renewal travel ended when he and his family arrived at his leave point, John Day, Oregon, and resumed when he left John Day to return to Alaska. During the approximate 3-week period in between, Mr. Bailey was on annual leave and not performing official duties. Since only 2 days was required to drive to his leave point and return, the rental vehicle expenses incurred by Mr. Bailey during his stay in John Day, Oregon, are personal and must be borne by him. Therefore, his supplemental travel voucher claiming additional rental vehicle expenses may not be paid.

The agency further reports that Mr. Bailey was overpaid by \$99.38 on his previously approved original voucher. We concur with the agency's conclusion. Since the original voucher was paid, this amount represents an erroneous payment that is subject to waiver of collection by the agency under 5 U.S.C. § 5584 and 4 C.F.R. § 91.4(c) (1995).

/s/Seymour Efros  
for Robert P. Murphy  
General Counsel

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<sup>5</sup>Valerie McLeod, B-255806, Apr. 29, 1994, citing to Della S. Triggs, B-249820, Jan. 28, 1993.