

**Board of Contract Appeals**  
General Services Administration  
Washington, D.C. 20405

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April 18, 2003

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GSBCA 15974-RELO

In the Matter of MICHAEL VISSICHELLI

Michael Vissichelli, South Setauket, NY, Claimant.

Cynthia R. Blevins, Acting Deputy Director, United States Army Corps of Engineers Finance Center, Millington, TN, appearing for Department of the Army.

**HYATT**, Board Judge.

When an employee's travel orders authorize the transportation of household goods by Government Bill of Lading (GBL), but the Government is unable to arrange for a GBL carrier to pick up the HHG within the time constraints of the planned move, the agency may, when appropriate, amend the employee's travel orders after the move to permit recovery of the actual costs incurred in shipping HHG, up to the amount that would have been authorized under the commuted rate.

Background

Claimant, Michael Vissichelli, completed a permanent change of station (PCS) move from the New England District to the New York District of the United States Army Corps of Engineers in late June 2002. Incident to this transfer, he moved his household goods (HHG) from Watertown, Massachusetts, to South Setauket, New York. He seeks recovery of the full amount incurred in moving his HHG, which exceeded the cost of a move under a Government Bill of Lading (GBL), but was still considerably less than the commuted rate.

Claimant states that he accepted the transfer to the New York District on June 3, 2002, and immediately called the Human Resources office for that district to advise of his upcoming move. His travel orders, however, were not processed and issued until June 20, 2003, just eight days prior to his scheduled move on June 28. The reporting date established by the travel orders for the new position in New York was on or about June 30, 2002. The travel orders authorized shipment of HHG by GBL or alternatively, recovery of the actual expenses of moving not to exceed the estimated GBL cost.

Upon receipt of his travel orders, claimant promptly contacted the Joint Personal Property Shipping Office (JPPSO) for the Northeast, located at Hanscom Air Force Base in Massachusetts, to begin the process of securing a mover for the planned move date of June 28. Although he called the office daily, and was assured several times that it would be able to arrange for a mover for him, on June 26, he was informed that if he needed to move on June 28, as planned, he would have to make his own arrangements. Claimant states that he initially tried to rent a truck, but was unable to do so because it was already the end of the month -- the busiest time for moving -- and no suitable trucks were available for rent. He then found a commercial company that could move him in time to arrive at his new duty station by July 1, 2002. The cost of the move exceeded the GBL estimate by \$1085.72, and the Corps has determined that it cannot reimburse claimant the additional amount.

Mr. Vissichelli urges that he should be fully reimbursed for the extra cost of his move because it was not his fault that additional charges were incurred, given the lack of assistance he received from both the Northeast JPPSO and the New York District's Human Resources Office. The Corps responds that the JPPSO tried diligently to locate a Government-approved mover, but could not arrange a pick-up date prior to July 3, 2002. Upon being informed of this, claimant chose to make his own arrangements. Since the travel orders specified a GBL move, the Corps takes the position that claimant's reimbursement cannot exceed the cost of a GBL move.

#### Discussion

The Federal Travel Regulation (FTR) and the Joint Travel Regulations (JTR), which supplement the FTR provisions with respect to civilian employees of the Department of Defense, provide that the cost of shipping household goods pursuant to a PCS move will be reimbursed so long as the amount paid by the Government does not exceed the cost of transporting the property in one lot by the most economical route from the last official station of the transferring employee to the new official duty station. 41 CFR 302-7.6-.7(2002); see JTR C8300. The FTR further provides for two alternative methods of reimbursement: the commuted rate method and the actual expense method. 41 CFR 302-7.13. Under the commuted rate method, the employee makes the arrangements for transporting household goods, and the Government compensates him in accordance with published rate schedules. Under the actual expense method, the Government assumes responsibility for making shipment arrangements, ships the goods under a GBL, and pays the carrier directly.

For individual moves, the FTR states that the commuted rate method is preferred, principally because the Government is spared various administrative expenses associated with selecting a carrier, such as arranging for the carrier services and for packing and crating, preparing the GBL, paying charges incurred, and processing loss and damage claims. See, e.g., Jeffrey P. Herman, GSBCA 13832-RELO, 97-1 BCA ¶ 28,704. The FTR permits an agency to use the GBL method for an individual move, however, if it determines, under an appropriate cost comparison, that such a move would be more economical. Id.; 41

CFR 302-7.301.<sup>1</sup> As the Board noted in Herman, under the JTR the discretionary use of the actual expense method becomes mandatory for individual moves when this method is determined, upon completion of a cost comparison, to be more economical. JTR C8220, C8300. The JTR also provide that the cost of moving HHG shall not exceed the Government-arranged shipment cost of transporting the HHG when a Government-arranged move is available. JTR C8215.1.6.

In circumstances somewhat similar to these, the Board has granted relief, allowing reimbursement of the employee's out-of-pocket expenses. In Steven C. Mantooth, GSBCA 14824-RELO, 99-2 BCA ¶ 30,424, no cost comparison had been made. The employee was originally authorized to move via the GBL method, but because of time constraints his travel orders were amended to allow the move via the commuted rate. The employee sought the amount of his out-of-pocket expenses. The Board granted the claim, stating that:

[B]ecause shipping under the GBL rate was not feasible and the commuted rate was not requested [by claimant], the fact that there was no cost comparison between the two methods prior to the move in this case is irrelevant. The absence of such cost comparison here does not preclude claimant from recovering his out-of-pocket expenses since the agency has otherwise determined him to be entitled to reimbursement for transporting his HHG. . . . Claimant may be reimbursed for the amount of his documented allowable actual expenses for moving his HHG.

99-2 BCA at 150,385-86. Subsequently, in Thomas A. McAfoose, GSBCA 15295-RELO, 00-2 BCA ¶ 31,009, the Board stated:

The only significant difference in the instant case from the situation in Mantooth is that claimant's travel orders were not amended to reflect the verbal authorization to ship his HHG via the commuted rate. The agency can retroactively amend claimant's travel orders when the facts and circumstances clearly demonstrate that some provision previously determined and definitely intended has been omitted through error or inadvertence. Brian P. Byrnes, GSBCA 14195-TRAV, et al., 98-1 BCA ¶ 29,535; William E. Day, 14640-RELO, GSBCA 99-2 BCA ¶ 30,421.

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<sup>1</sup> The agency has provided an estimate showing that the cost of moving claimant's HHG by GBL was considerably less than the commuted rate cost of \$7253.58. The only date shown on this estimate is September 20, 2002, however, and it is unclear from the record whether the requisite cost comparison was actually performed prior to authorization of shipment of HHG by GBL in claimant's travel orders.

In the subject claim, it is not clear what the agency intended to authorize given the circumstances. Mr. Vissichelli's reporting date was established as June 30, 2002, in his travel orders. The Corps was not able to schedule a move by GBL to meet that date. To address this situation, the Corps should either have modified the start date or authorized Mr. Vissichelli to move under the commuted rate. Effectively, by not revising the travel orders, the Corps left claimant no alternative but to move on his own. As a practical matter, then, a Government-arranged move was not available, and the JTR's limitation on reimbursement to the cost of a GBL move does not apply. Given these circumstances, as was the case in McAfoose, it would be appropriate for the Corps to retroactively amend claimant's travel orders to authorize reimbursement of the amount sought by claimant.

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CATHERINE B. HYATT  
Board Judge