

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

June 10, 2002

GSBCA 15653-RELO

In the Matter of ELIZABETH G. JACKSON¹

Elizabeth G. Jackson, Conway, SC, Claimant.

Robert D. Brown, Deputy Director, Finance, United States Army Corps of Engineers Finance Center, Department of the Army, Millington, TN, appearing for Department of the Army.

WILLIAMS, Board Judge.

In conjunction with a permanent change of station, claimant moved her household goods (HHG) herself, in a rented truck. She seeks to be reimbursed for shipment of her HHG in the amount her agency would have paid had it shipped the goods under a Government bill of lading (GBL). Because the law is clear that claimant may not be reimbursed for any amounts over and above her actual expenses, we deny the claim.

Background

Claimant, Elizabeth G. Jackson, a biologist with the United States Army Corps of Engineers, was transferred from Richland, South Carolina, to Conway, South Carolina, with a reporting date of June 18, 2001. Ms. Jackson's travel orders authorized various relocation expenses. Block 15a of her travel authorization, Form DD 1614, authorized shipment of her HHG, and the box marked "at the commuted rate" was checked. However, the remarks section of her travel authorization stated:

Based on cost comparison, shipment of HHG by GBL is authorized. Traveler may choose to make his/her own HHG shipping arrangements; however, reimbursement will be limited to the lesser of actual expenses or the cost the government would have incurred had the goods been shipped by GBL.

¹On June 4, 2002, claimant informed the Board that, since this claim was filed, her name has changed to Elizabeth Bickley.

Ms. Jackson chose to move her HHG herself and rented a truck in which to transport her 14,860 pounds of HHG 182 miles from Richland to Conway. Her actual expenses were as follows: \$305.80 for the cost of the rental truck and \$28 in freight fees. The Government's cost comparison determined that, under the commuted rate, Ms. Jackson would have been entitled to \$15,141.89 and if the agency had shipped the goods under a GBL, it would have paid \$3374.71. The agency reimbursed Ms. Jackson her actual expenses of \$333.80. Claimant disagrees with the agency's determination, and although she believes she is entitled to the full amount of the commuted rate, she deems the commuted rate to be "outrageously high" and therefore only seeks compensation for the GBL cost, less what she has already received.

Discussion

By statute, federal employees who accept a permanent change of station in the interest of the Government are entitled to be paid for the expenses of transporting their household goods, up to a maximum of 18,000 pounds, to the new permanent duty station. 5 U.S.C. § 5724(a)(2) (2000).

The Federal Travel Regulation (FTR) describes two means of transporting a transferred employee's household goods. Under the commuted rate method, the employee arranges for shipment, pays the carrier directly if one is utilized, and is reimbursed by the Government in accordance with rate schedules of commuted rates published by the General Services Administration. Under the GBL or actual expense method, the Government assumes responsibility for making shipping arrangements, ships the goods under a GBL, and pays the carrier directly. 41 CFR 302-8.3 (2000). In the event the employee declines to have goods moved by the Government, he or she may make different arrangements for shipment and be paid the actual costs of the shipment not to exceed what would have been paid had the goods been shipped by the Government under a GBL. 41 CFR 101-40.203-2.

The FTR establishes a "general policy . . . that commuted rates shall be used for transportation of employees' household goods when individual transfers [within the continental United States] are involved." 41 CFR 302-8.3(c)(3). The actual expense method may be used, however, when an agency performs a cost comparison which demonstrates a "real savings" to the Government of \$100 or more through use of this method. When an agency determines, through a complete cost comparison, that the actual expense method would be more economical, and the employee transports his own household goods, the Government reimburses the employee for the actual expenses he incurs in doing so, not to exceed the amount the Government would have spent if the goods had been shipped under a GBL. 41 CFR 101-40.203-2(d); Faithon P. Lucas, GSBCA 15107-RELO, 00-2 BCA ¶ 30,958; Carmen M. Isola, II, GSBCA 14284-RELO, 98-1 BCA ¶ 29,601; Lawrence M. Ribakoff, GSBCA 13892-RELO, 97-2 BCA ¶ 29,018.

The cost comparison must be made before the method of transporting goods is selected. If it is not, and the orders do not state that the agency has determined that the actual expense method will be used, the agency will be deemed to have selected the "default" means of shipment -- the commuted rate method. E.g., Raymond W. Martin, GSBCA 15550-RELO, et al., 01-2 BCA ¶ 31,505; Chris W. Giggey, GSBCA 13979-RELO, 97-2 BCA ¶ 29,312; Jeffrey P. Herman, GSBCA 13832-RELO, 97-1 BCA ¶ 28,704. Unlike these situations, the

agency here did make a cost comparison² and did explicitly advise claimant that if she chose to make her own shipping arrangement, she would be limited to the lesser of her actual expenses or the cost of shipping under a GBL. Despite this clear language in the authorization, claimant believes she is entitled to the greater of these costs even though she did not actually incur them, because the box marked "commuted rate" was also checked on her travel authorization.

Such a discrepancy on the face of a travel authorization does not entitle an employee to the benefits of whichever of the inconsistent provisions she chooses. Rather, such a discrepancy is reconciled by reviewing the competing terms and assessing which takes precedence in the context of the orders as a whole. Here, the fact that the agency has performed the cost comparison, and directs the employee that the GBL method was to be used based upon that cost comparison, takes precedence over the mere checking of a box marked commuted rate. At best, this discrepancy raised a duty to inquire on the part of the traveler, not an entitlement to reimbursement based upon the commuted rate.

We recognize that claimant now seeks reimbursement of merely the GBL cost, but this cannot be granted, since claimant admittedly did a self-move at a lesser cost. As the FTR clearly provides and this Board has consistently held, if the employee chooses to make his own arrangement for shipping his HHG, the agency will reimburse the employee for his actual expenses not to exceed what it would have cost if the goods had been shipped using the GBL method. Joseph Nguyen, GSBCA 14703-RELO, 99-1 BCA ¶ 30,289; Robert W. Miller, GSBCA 13919-RELO, 97-2 BCA ¶ 29,051. In Miller the Board held that claimant was not entitled to be reimbursed at the commuted rate where the agency had determined that shipment by GBL was more economical and the employee chose to make his own arrangements for shipping his HHG; the Board limited reimbursement to actual expenses incurred. Similarly, in Terry Beck, GSBCA 14590-RELO, 98-2 BCA ¶ 29,969, the Board denied reimbursement at the commuted rate where an employee did a self-move even though his travel authorization provided for movement under the GBL method. In Beck the Board limited claimant's recovery to the only actual cost incurred for which he had a receipt, i.e., a truck rental in the amount of \$557.75.

Decision

The claim is denied.

MARY ELLEN COSTER WILLIAMS

²It is unclear whether the comparison performed here assessed the relative costs of commuted rate versus all anticipated costs of the actual expense method -- GBL line-haul charges, accessorial and packing charges, administrative expenses of making all arrangements and payments, and paying prospective loss and damage claims. Steven J. Coker, GSBCA 15489-RELO, 02-1 BCA ¶ 31,743 (2001). Nevertheless, claimant has not demonstrated that the ultimate conclusion of the comparison was incorrect.

Board Judge