



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

June 29 2012

CBCA 2596-RELO

In the Matter of JEFFREY TEMPLE

Jeffery Temple, Chugiak, AK, Claimant.

Sharon Medley, Director, Claims and Adjustment, Defense Finance and Accounting Service, Department of the Army, Indianapolis, IN, appearing for Department of the Army.

STERN, Board Judge.

Claimant is a civilian employee of the Department of the Army (Army). Claimant seeks relief from the \$11,053.43 assessment by the Army for the costs of a household goods (HHG) shipment.

Background

In August 2005 claimant was transferred from the United States to Germany. At that time, claimant shipped approximately 15,000 pounds of HHG to his new duty station.

While stationed in Germany, claimant made several personal trips to Kuwait. While in Kuwait claimant purchased goods and stored the purchased items in that country. In June 2008, claimant extended his assignment in Germany an additional twenty-four months. At that time he was advised by his Army command that, in connection with the extension, he was authorized to ship additional personal property to Germany since he had not fully used his allotment of 18,000 pounds at the time of his original move to Germany, and that a shipment from Kuwait was authorized as long as it did not exceed the cost of shipping the items from Maryland (his last duty station in the United States) to Germany. Orders were issued authorizing the shipment of household goods with this added note, "Alternate HHG shipment from Kuwait to Germany authorized."

Claimant then shipped 2459 pounds of HHG from Kuwait to Germany. After the shipment was made, the Army advised claimant that he was not entitled to ship these goods at the Army's expense and that claimant needed to reimburse the Army \$11,053.43 for the cost of the shipment. The Army states that his orders authorizing the shipment were canceled. There is no evidence in the record of such cancellation. The Army advised the Board that it has been unable to locate the documentation supporting this statement.

Discussion

Claimant submits that he did not fully use the authorized 18,000 pounds limit for the shipment of household goods at the time of his initial move to Germany and that, therefore, he was entitled to move the additional amount of HHG at the later date, since the combined weight of the initial and the latter shipment did not exceed the 18,000 pounds limit. Claimant further argues that the Army should be barred from collecting the assessed debt because it authorized the transfer with the issuance of orders. Claimant states that he would not have moved these goods if the Army had not authorized the shipment.

As a civilian employee of the Department of the Army, claimant is subject to the Federal Travel Regulation (FTR) and the Joint Travel Regulations (JTR). The statute and implementing regulations are clear in authorizing the payment of expenses of transporting household goods and personal effects not in excess of 18,000 pounds, to certain employees transferred in the interest of the Government. 5 U.S.C. § 5724(a)(2) (2006). While household goods may be transferred in multiple lots or shipments (as long as the cost does not exceed the cost to ship a single lot), and part of the shipment may be placed in storage, there is no provision in the regulations permitting reimbursement for a second shipment of HHG for an employee who has agreed to extend a stay at a transferred location, or for the shipment of items that were not the employee's HHG at the time of the initial transfer. The shipment of goods at government expense is authorized for an employee who is transferred to a new location, not for one who extends his assignment without the necessity of a move. *See Lore Ann Cardenas*, GSBICA 15074-RELO, 00-1-BCA ¶ 30,790.¹

Here, claimant claims entitlement to reimbursement for the cost of shipping goods that he purchased over a two-year period and stored, though these articles were not part of his HHG at the time of his transfer from Maryland to Germany. The Army may not pay these expenses.

¹ The matter before us is not one involving the shipment of HHG which were in the possession of the employee and placed in temporary or extended storage at the time of the initial overseas move. *See generally* 41 CFR 302-7, -8 (2005).

Claimant requests reimbursement in any event on the basis that he was misled by his travel office, which informed him that he could make this shipment at government expense and then amended his orders to specifically include a provision providing for such reimbursement. We sympathize with claimant and do not condone such activity by the Government. However, we have held numerous times that we cannot authorize the recoupment of an expense that is otherwise not reimbursable according to statute and regulations. The erroneous advice of a government agent does not entitle an employee to reimbursement of an otherwise unallowable expense. *Robbie R. Newland*, CBCA 2076-RELO, 10-2 BCA ¶ 34,561.

Decision

The claim is denied.

JAMES L. STERN
Board Judge