



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

October 8, 2014

CBCA 3930-RELO

In the Matter of JERIE RENEE HOLLIDAY

Jerie Renee Holliday, Elizabethtown, KY, Claimant.

Mekia Bradley, Surface Deployment and Distribution Command, Department of the Army, Scott Air Force Base, IL, appearing for Department of the Army.

SOMERS, Board Judge.

The Department of the Army, Army Contracting Command, National Capital Region, located in Alexandria, Virginia, hired Jerie Renee Holliday, claimant, in February 2011. As a result of reorganization, the Army offered Ms. Holliday a new assignment at Fort Knox, Kentucky, which she accepted.

Ms. Holliday arranged for the shipment of her household goods through the designated Army transportation office. Ms. Holliday initially scheduled her move for July 10, 2013, but then rescheduled it to June 12, 2013. When she did not receive the shipment of her household goods on time, Ms. Holliday purchased various household items that she needed but could not access due to the delayed shipment. Ms. Holliday submitted an “inconvenience” claim directly to the transportation carrier, seeking \$744.18 in reimbursement for the items purchased.

The transportation carrier approved her claim in part. Ms. Holliday received partial reimbursement in the amount of \$329.15. Ms. Holliday appealed to the Military Surface Deployment and Distribution Command (SDDC). The SDDC denied her claim, stating that “we find the requested additional monies of \$413.03 for purchased items do not meet the

inconvenience claim guidelines [in accordance with] the [Defense Transportation Regulations, 4500.9-R pt. IV, ch. 410.C]. . . . SDDC considers the matter officially closed and administratively final.” Ms. Holliday is dissatisfied with the processing and adjudication of her claim and now asks us to review the agency’s determination.

Claims for loss or damage to a government employee’s property incident to a transfer of assignment are resolved under the Military Personnel and Civilian Employees’ Claims Act (also known as the Personnel Claims Act), 31 U.S.C. § 3721 (2012). We noted that we do not possess the authority to resolve claims under this statute in *Gregory W. Slayton*, CBCA 3208-RELO, 13 BCA ¶ 35,303:

This statute vests settlement authority for such claims in the head of the agency involved, not this Board. It also provides that the agency head’s settlement is “final and conclusive.” Consequently, we have no authority to consider Mr. Slayton’s claim for the loss of his property. *Donnell Brown*, CBCA 2671-RELO, 12-1 BCA ¶ 34,996; *Roxanna E. Zamora*, GSBCA 16741-RELO, 06-1 BCA ¶ 33,165 (2005); *Charles A. Miller*, GSBCA 13679-RELO, et al., 97-1 BCA ¶ 28,865; *see also Flowers v. United States*, 75 Fed. Cl. 615, 633-34 (2007), *aff’d*, 321 F. App’x 928, 932 (Fed. Cir. 2008) (“final and conclusive” settlements under the Act are not subject to judicial review).

13 BCA at 173,288. This limitation applies equally to “inconvenience claims,” which are not filed against the Government, but, rather, against the relevant commercial carriers. *See* 32 CFR 536.77(d)(iii) (2013). Expenses arising from late delivery of personal property are not within the category of claims that can be resolved by this Board.

For this reason, this claim is dismissed.

JERI KAYLENE SOMERS
Board Judge