



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 20, 2007

CBCA 513-RELO

In the Matter of JAIME JOSÉ BESTARD

Jaime José Bestard, Fairborn, OH, Claimant.

Major Tracey L. Birri, Transportation Officer, Transportation Section, Headquarters 88th Air Base Wing, Department of the Air Force, Wright-Patterson Air Force Base, OH, appearing for Department of Defense.

DeGRAFF, Board Judge.

When an agency authorizes an employee to move his household goods using a carrier whose charges will be paid by the agency and the employee chooses to move his household goods himself, the employee must establish that the costs he claims for moving his goods do not exceed the maximum reimbursement allowed by the agency's regulations.

Background

In mid-2006, the Department of the Air Force hired Jaime José Bestard and assigned him to a permanent duty station approximately 850 miles away from the place he lived when he was hired. In connection with Mr. Bestard's move to his permanent duty station, the Air Force authorized him to ship his household goods (HHG) using a government bill of lading (GBL), which meant the Air Force would hire and pay a carrier to pack and transport Mr. Bestard's household goods. Mr. Bestard's authorization allowed him to move his household goods himself instead of using a GBL carrier and explained, "When employee chooses to make own arrangement for shipment of HHGs [household goods], reimbursement will be limited to actual receipted expenses incurred not to exceed the GBL cost."

Mr. Bestard rented a minivan and moved his household goods himself. An Air Force website (http://afmove.hq.af.mil/page_scales.asp) shows there are six scales located in the city to which Mr. Bestard moved, and one of these is located on the base to which he was assigned. Mr. Bestard did not take the minivan to be weighed, however, so he does not have weight certificates to show how much his household goods weighed.

Mr. Bestard submitted a voucher to the Air Force and asked to be reimbursed for the cost of renting the minivan and the cost of gasoline. Mr. Bestard has receipts to show he paid \$970.50 to rent the minivan for four days and \$150.87 for gasoline.

The Air Force decided it could not reimburse Mr. Bestard for his claimed costs because he had not established how much his household goods weighed. Without knowing how much his goods weighed, the Air Force could not determine how much it would have paid to ship his goods using a GBL carrier. Consequently, the Air Force could not determine whether the costs Mr. Bestard incurred and claimed were in excess of what it would have cost the agency to ship his goods using a GBL carrier. Mr. Bestard asks us to review the Air Force's decision.

Discussion

When an employee's household goods are shipped using a GBL carrier, the Air Force pays the carrier a rate per pound as established by the carrier's tariff, up to the maximum allowed weight of 18,000 pounds. When an employee moves his household goods himself, his reimbursable expenses cannot exceed the amount the Air Force would have paid a GBL carrier to move the same weight of household goods. Joint Travel Regulations (JTR) C5154, C5160-C2, -C3. The regulations provide that the weight of a shipment is established by an official weight certificate. JTR C5170-B1. In addition, the Air Force publishes a guide for its civilian employees, and this guide requires employees who make their own arrangements for shipping household goods to provide weight tickets in order to be reimbursed. Guide for Civilian Permanent Change of Station (PCS) Moves (Apr. 7, 2006) at 4.

As the Air Force explained when it denied Mr. Bestard's claim, the applicable regulations limit Mr. Bestard's reimbursement to the amount the agency would have paid a GBL carrier to move his household goods. The amount the agency would have paid depends upon the weight of Mr. Bestard's household goods, and the regulations provide that the weight of a shipment of household goods is established by a weight certificate. Even though an Air Force web site identified several scales at Mr. Bestard's new location, he did not take his minivan to be weighed. Because Mr. Bestard does not have a weight certificate, the Air Force cannot determine how much it would have paid a GBL carrier to move his goods and

cannot, therefore, determine whether the costs he incurred and claimed exceed the maximum reimbursement allowed by the regulations.

Mr. Bestard understands the problem presented by the lack of a weight certificate, and he asks whether the Air Force can accept an estimate of the weight of his goods in place of the certificate. If the Air Force did not require its employees to obtain weight certificates, perhaps it would accept an estimate. However, the Air Force has determined that accurate weight certificates are necessary in order to determine the maximum amount it can reimburse its employees when they decide to move their household goods themselves instead of using a GBL carrier to move their goods.

Neither we nor the Air Force can ignore the requirements of the regulations. Because Mr. Bestard cannot provide the Air Force with the necessary proof of the weight of his household goods, the Air Force correctly decided to deny the claim.

MARTHA H. DeGRAFF
Board Judge