Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Dr. William H. Fuhrman—Relocation Expenses

File: B-256996

Date: November 20, 1995

DIGEST

1. An employee was transferred from Mexico to his new permanent duty station in St. Paul, Minnesota, and had multiple deliveries of his household goods from permanent and temporary storage to his temporary quarters in St. Paul and then to his permanent quarters in Woodbury, Minnesota. Although the Federal Travel Regulation permits an employee's household goods to be moved in separate shipments, and the origins and destinations of the shipments may be at one or more points, the government's obligation to the employee for the shipments is limited to "the cost of transporting the property in one lot . . . to the new official station." 41 C.F.R. § 302-8.2(e) (1991). When temporary storage is authorized, as it was in this case, the limitation is based on the constructive cost of transporting the household goods in one lot to temporary storage, storage costs for not more than 180 days, and then delivery in one lot to the permanent residence.

2. A claim for temporary quarters subsistence expenses (TQSE) is limited under 5 U.S.C. § 5724a(a)(3) to 120 days, so a claim for lodging expenses incurred after the 120 days of eligibility may not be paid. Although the employee limited his claim for the additional period to the difference in monthly rent between a year's lease and a month-to-month lease, on the basis that he would have leased the apartment for a year but the agency told him he could be retransferred shortly, a claim for TQSE in any amount may not be paid for a period beyond the 120-day maximum prescribed by statute.

3. An employee's household goods were in nontemporary storage, and he was entitled to have them moved to his new duty station under a government bill of lading. He chose to move them himself and claimed reimbursement as the amount of the warehouseman's discount for not moving the goods. When an employee is authorized to have his household goods moved by the government bill of lading method, and he moves his household goods himself, he may be reimbursed his actual expenses, such as vehicle rental fees, fuel, toll charges, not to exceed what it would have cost the government to have the goods moved. The employee is not

entitled to be reimbursed based on the amount of the carrier's discount for not moving the goods under the bill of lading.

DECISION

This is in response to a request for an advance decision whether Dr. William H. Fuhrman, an employee of the Animal and Plant Health Inspection Service, Department of Agriculture, may be reimbursed certain moving and storage charges and lodging expenses that he incurred during his occupancy of temporary quarters incident to his relocation from Mexico to St. Paul, Minnesota.[1] We conclude that his moving and storage expenses may be reimbursed consistent with this decision but that his claim for additional lodging expenses must be denied.

BACKGROUND

Dr. Fuhrman reported to his new duty station in St. Paul on May 2, 1991. He and his family initially occupied motel rooms, and then beginning in June they rented apartments for the purpose of reducing their lodging costs. He claimed and received reimbursement for his temporary quarters subsistence expenses (TQSE) for the maximum time period of 120 days allowed under the Federal Travel Regulation (FTR) from May 15 to September 15, 1991. He states that he had still not moved into permanent quarters at that time because his agency had told him he would shortly be reassigned, and because of that, his agency told him that he should not sign a year's lease on an apartment but should rent month to month. Dr. Fuhrman's claim of $2,889.54 for additional lodging costs is for the period of time after his eligibility for TQSE expired, from September 16, 1991, through May 1992 when he moved from his rented apartment into his permanent quarters. His claim is for the difference in rent of that apartment for the 8½-month period between the amount he paid under his month-to-month lease and the amount he would have paid under a year's lease.

When Dr. Fuhrman moved from Mexico with his family, he placed his household goods in temporary storage in Mexico and then had them moved to a warehouse in St. Paul. It appears that from May through August of 1991, all of his household goods were in temporary storage. However, by the end of August the temporary storage the agency originally authorized had expired, so near the end of August, Dr. Fuhrman had most of his household goods delivered to his rented apartment, except a 3,000-pound segment which he left in temporary storage in the warehouse in St. Paul. The agency paid for the temporary storage charges of May through August, 120 days, and the charge for delivering the household goods to the

[1]The request for decision was submitted by the Authorized Certifying Officer, USDA, National Finance Center, New Orleans.

apartment in August. However, Dr. Fuhrman claims the storage charges of $1,103.84 that he paid for the 3,000 pounds of household goods left in storage from September 1991 through May 1992, at which time these goods were delivered out of storage into his permanent quarters. He also claims the charges of $1,520.42 he paid for delivery of the 3,000 pounds of goods, as well as packing and delivery charges for the balance of his goods from his apartment, into his permanent quarters. The agency did authorize and reimburse an additional 60 days of temporary storage in 1993, which brought the total length of temporary storage authorized and reimbursed to 180 days, the maximum time period allowed under the Federal Travel Regulation (FTR) § 302-8.2(d).

Before Dr. Fuhrman was assigned to Mexico, he had left approximately 1,000 pounds of household goods in nontemporary storage in South Dakota, and the agency paid the storage charges for those household goods until Dr. Fuhrman was reassigned from Mexico to St. Paul. The FTR § 302-9.2(d), states that at that point the employee is no longer eligible for the storage charges to be paid but that the agency may extend the period for payment of storage charges to avoid inequity. Apparently, the agency extended the period and paid nontemporary storage charges for those household goods until October 1991, but Dr. Fuhrman claims the storage charges of $123.30 for these 1,000 pounds from October through May 1992, when he went to South Dakota, picked up the goods from the warehouse, and delivered them himself into his permanent quarters. In addition, he claims $314.14 for delivering these goods himself.

ANALYSIS AND CONCLUSION

The agency certifying officer asks whether there is any authority under the home service transfer allowance (HSTA) for the payment of Dr. Fuhrman's rental and storage and delivery claims. The agency has confirmed that Dr. Fuhrman's travel and relocation orders were not issued under the authority of Foreign Service Act of 1980, but under title 5 of the United States Code.[2] An employee transferred in May 1991, such as Dr. Fuhrman, was eligible for HSTA only if he was in the United States between assignments to posts in foreign areas. See 5 U.S.C. § 5924(2)(B),

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[2]Dr. Fuhrman's travel order indicated that per diem was to be paid according to the FSTR [Foreign Service Travel Regulations]. However, that is consistent with the Federal Travel Regulation § 301-7.3(c), issued to implement the travel and relocation provisions of title 5 of the United States Code, which indicates that per diem allowances for official travel in foreign areas, such as Mexico, are not to exceed the rates referred to in the FSTR. The FSTR designation on the travel order does not convert the underlying basis for the transfer, and incidental travel, from title 5 to title 22, United States Code, which generally applies to foreign service officers and which contains a HSTA.

and Dennis H. Shimkoski, 68 Comp. Gen. 692 (1989). We understand that this was not the case with Dr. Fuhrman's assignment in Minnesota in 1991. Therefore, he is not eligible for a HSTA incident to that assignment. Thus, the agency has correctly considered Dr. Fuhrman's relocation entitlements under title 5 of the Code.

Under section 5724a(a)(3) of title 5, an employee may be paid TQSE to reimburse him for expenses incurred while living in temporary quarters incident to a transfer. The agency paid Dr. Fuhrman TQSE for the maximum period of 120 days allowed by section 5724a(a)(3). Although for the period beyond 120 days he claims only the additional expense he incurred for rent on a month-to-month basis over what he would have paid under a yearly lease, there is no authority to reimburse him in any amount for a period beyond the maximum 120 days prescribed by law. 54 Comp. Gen. 638 (1975).[3]

Dr. Fuhrman claims delivery and storage charges for his household goods that were in temporary and nontemporary storage. We will treat the goods that were in nontemporary storage separately from those that were in temporary storage.

The household goods that were in temporary storage are the goods that Dr. Fuhrman had with him in Mexico and that were shipped from there into temporary storage in a warehouse in St. Paul. They were then split into two lots in which the major portion was delivered into Dr. Fuhrman's temporary quarters while the other lot (3,000 pounds) remained in temporary storage. Later, both lots were finally delivered into his permanent quarters, from the warehouse and from the temporary quarters. Dr. Fuhrman claims the $1,520.42 charges the warehouseman in St. Paul charged for delivering into his permanent quarters the 3,000-pound lot that had been in temporary storage nearly a year and also for packing the rest of the household goods that were in Dr. Fuhrman's temporary quarters and delivering them to his permanent quarters. Since the agency had already paid one charge for delivery of the larger lot from temporary storage into Dr. Fuhrman's temporary quarters, it questioned whether it may pay multiple delivery charges.

These multiple delivery charges may be allowed to the extent that they do not exceed the cost of transporting the property in one lot to the new official station. In accordance with this limitation we have held that where temporary storage is authorized, as it was in this case, the limitation is based on the constructive cost of

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[3]While Dr. Fuhrman's claim for rental expenses is only for the difference between the amount paid and the lower amount that would have resulted from a year's lease, it is noted that had Dr. Fuhrman taken a year's lease, the agency may have presumed that the quarters were not temporary quarters but permanent quarters, thus calling into question the basis for the agency paying any TQSE expenses after the signing of the lease. See Johnny M. Jones, 63 Comp. Gen. 531 (1984).

transporting the household goods in one lot to temporary storage, storage costs, and then delivery in one lot to the permanent residence. Lyndon A. Werner, B-232375, May 31, 1989.

In this case, the record did not indicate what the constructive cost of transportation, storage (for 180 days), and delivery to the residence in Woodbury in one lot would have been. The agency should determine that amount and compare it with the transportation into storage, the temporary storage costs of all the household goods for 120 days and 3,000 pounds for 60 days, and the multiple delivery charges from temporary storage into temporary quarters, from temporary quarters into permanent quarters, from temporary storage into permanent quarters, and from temporary quarters into temporary storage. If the constructive amount is less than the charges actually incurred, Dr. Fuhrman would be responsible for the additional amount.[4]

If the comparison described in the preceding paragraph results in an amount for which Dr. Fuhrman is responsible, he may be able to claim that amount, not in excess of the $1,520.42 delivery charge (which should be reduced by the amount included therein for delivery of the 3,000 pounds of household goods in temporary storage to the permanent quarters), in connection with his separate TQSE because he used the household goods he had delivered in late August 1991 in his temporary quarters in lieu of renting furniture. Since furniture rental can be included in determining the average daily lodging costs for temporary quarters, we have held that the cost of drayage of the employee's household goods which reasonably related to the occupancy of temporary quarters in lieu of furniture rental may be prorated over the period of temporary quarters subsistence expense entitlement. In this case the delivery charge should be prorated only for the month of September since that is the only month that Dr. Fuhrman had the use of his household goods in his temporary quarters during the time period that TQSE was reimbursable.

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[4]Dr. Fuhrman claims temporary storage charges of $1,103.84 for the months of September 1991 through May 1992, $395.84 of which, although appearing on a storage bill, was actually a charge for delivery into the warehouse and handling some of the household goods that Dr. Fuhrman exchanged after they were delivered into his temporary quarters. This $395.84 should be separated from the temporary storage charges and included with the other delivery charges, as explained in the preceding text. Of the remaining temporary storage charges claimed, only $144, the charges for September and October 1991, may be added to the charges for the initial 120 days for comparison purposes because that 180 days of charges is the maximum length of time for which reimbursement of temporary storage may be authorized. FTR § 302-8.2(d). The temporary storage charges for November 1991 through May 1992 may not be reimbursed. Richard D. Dougherty, B-242095, Jan. 28, 1991.

Actual reimbursement is, of course, subject to the maximum allowable for temporary quarters entitlement. Aaron L. Howe, B-217435, Aug. 29, 1985.

We now turn to the household goods that were in nontemporary storage in South Dakota while Dr. Fuhrman was stationed in Mexico. Dr. Fuhrman claims $314.14 as delivery charges for this 1,000 pounds of household goods into his permanent quarters in Woodbury, Minnesota. However, these were not actual delivery charges of the warehouseman (because Dr. Fuhrman delivered them himself) but a discount given on the warehouseman's total charges, which included preparing the household goods for delivery and moving them out of the warehouse into Dr. Fuhrman's possession. When an employee is authorized to have his household goods moved by the government bill of lading method, as was Dr. Fuhrman, and he moves his household goods himself, he may be reimbursed his actual expenses, such as vehicle rental fees, fuel, toll charges, etc., not to exceed what it would have cost the government to have the goods moved (in this case apparently $314.14). See 41 C.F.R. § 101-40.203-2(d). Dr. Fuhrman may file a claim for his actual expenses, with such documentation as required by agency regulations, but his $314.14 claim for the amount of the South Dakota warehouseman's discount may not be paid.

Dr. Fuhrman also claims reimbursement for the $123.30 nontemporary storage charges for this 1,000 pounds of household goods that he paid for storage from October 1991 through May 1992. Although the agency in 1993 did authorize and reimburse an extra 60 days of temporary storage charges (part of the nontemporary charges were added to the reimbursement of the additional temporary storage charges), since the provisions in the FTR concerning payment of temporary and nontemporary storage are different,[5] the agency incorrectly treated them both as if they could be paid for the same amount of time. The time limit of 180 days for temporary storage does not apply to nontemporary storage of household goods. As mentioned previously, the point at which nontemporary storage is to terminate under FTR § 302-9.2(d), is 1 month after the employee reports for duty at his new station ". . . unless to avoid inequity the agency extends the period." The agency apparently initially extended the period for reimbursement of nontemporary storage charges through September 1991 and then through October 1991 when it combined nontemporary storage charges with the entitlement for temporary storage and extended them both to 180 days in 1993. We do not question the agency's action in that regard, and the hybrid payment of approximately $306 in 1993 for both kinds of storage should be used as a credit for the government after the comparison process referred to in connection with the multiple delivery charges is completed. As the matter now stands, that is all Dr. Fuhrman is due. See Richard A. Falanga, B-201823, Oct. 9, 1981. However, in view of the uncertainty of where his permanent duty station would be until he was appointed to the Minnesota Epidemiologist

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[5]Based on separate statutory provisions, 5 U.S.C. §§ 5724(a) and 5726, respectively.

position in March 1992,[6] we would have no objection if the agency further approved the period of nontemporary storage through May 1992, in order to avoid inequity, so that Dr. Fuhrman could fully recover the nontemporary storage charges of $123.30 he paid.

Dr. Fuhrman's claim may be settled accordingly.

/s/Seymour Efros
for Robert P. Murphy
General Counsel

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[6]Dr. Fuhrman was transferred as the Veterinary Medical Officer from St. Paul to Rochester, Minnesota, in January 1992, but that transfer was cancelled due to the unsettled nature of the personnel situation for the agency.