



United States
General Accounting Office
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Office of the General Counsel

B-266192

June 5, 1996

Ms. Brenda B. Barker
Manager, Accounts Receivable & Travel Team
Bureau of Reclamation Service Center
Finance and Accounting Services
P.O. Box 25508
Building 67, Denver Federal Center
Denver, CO 80225-0508

Dear Ms. Barker:

This replies to the letter you resubmitted on September 14, 1995, reference D-7736, concerning the charges for excess weight of Mr. Rick D. Stubbs' household goods that were shipped incident to his transfer.

Mr. Stubbs agrees that his shipment was over the authorized weight limit, but he objects to the manner in which his liability was determined by application of the formula found in the Federal Travel Regulation, § 302-8.3(b)(5). He believes that the "total charges" in that formula should not include "packing, destination, storage and container" charges that were applicable to his shipment but should only consist of the line-haul transportation charge.

The formula for determining excess weight charges states that "total charges" consists of transportation and other charges applicable to the excess weight. These other charges include Mr. Stubbs' packing, destination, and container charges. William A. Schmidt, Jr., 61 Comp. Gen. 341 (1982). In this case the storage charge was not applicable to the excess weight because it was not part of the charges for the shipment that was picked up at the old duty station and delivered at the new duty station. The storage charge was a separate charge applicable only to 7,000 pounds of household goods that remained after delivery of the overweight shipment. We note that the Bureau of Reclamation, properly, did not include this storage charge in the "total charges" in the formula. We note, also, that the Bureau, properly, used the mover's lowest, discounted charge that the Bureau actually paid for the "total charges" in the formula.

There is one charge (the insurance surcharge) applicable to the excess weight that the Bureau included in the "total charges" in the formula that should not have been included. The insurance surcharge was assessed to insure Mr. Stubbs' household goods above the valuation of \$1.25 times the net weight of the shipment in pounds that the government assumes on each shipment transported under a Government Bill of Lading. This additional protection is the responsibility of the employee and may not be reimbursed by the government. John S. Phillip, 62 Comp. Gen. 375, 379 (1983), copy enclosed. Thus, Mr. Stubbs is liable for this entire surcharge, and that amount should be deducted from the "total charges" figure that the Bureau used in the formula to determine excess weight charges. The revised "total charges" figure should be used in the formula to determine Mr. Stubbs' liability. See Ganesh C. Bhuyan, B-202906, Sept. 15, 1982.

Accordingly, Mr. Stubbs' liability for excess weight charges should be calculated as described above. The cited decisions are enclosed.

Sincerely yours,

Lowell Dodge
Associate General Counsel

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DIGEST

Liability of an employee who shipped household goods in excess of the 18,000-pound weight limit is determined under Federal Travel Regulation § 302-8.3(b)(5) based on a proration of the excess weight to the total weight of the shipment multiplied by the total charges for the shipment. The "total charges" for this shipment include packing, destination, and container charges but not a storage charge that was not part of the charges for the shipment picked up at the old duty station and delivered at the new duty station. Also, an insurance surcharge for additional protection of the household goods is the entire responsibility of the employee and should be deducted from the "total charges" of the shipment and paid separately by the employee.