



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Dr. Jamshid Jamshidian—Waiver—Expenses of Extra Local Move Incident to a Permanent Change of Station

File: B-266251

Date: May 13, 1996

DIGEST

1. Debts based on excess costs incurred in the shipment of an employee's household goods are generally not subject to waiver since the costs are not erroneous. Although waiver may be granted in some limited circumstances where employee can demonstrate that excess charges resulted from the erroneous authorization of agency officials, such circumstances are not present in this case. Employee's waiver request is denied.
2. The government's liability for the cost of transporting household goods incident to a permanent change of station is limited to the constructive cost of transporting the property in one lot by the most economical route from the last official station of the transferring employee to the new official station, not to exceed 18,000 pounds, the authorized weight limit. Thus, the total cost of an extra local move is chargeable to the employee if the net weight of the goods shipped from old station to new station equaled or exceeded 18,000 pounds. If total weight of the goods, including weight of local move, did not equal or exceed the 18,000 pound limit, then employee is liable only for any excess costs above the constructive cost of transporting the property in one lot by most economical route from the employee's personal residence near his last official station to his residence near his new official station.

DECISION

Dr. Jamshid Jamshidian, an employee of the Veterans Administration, appeals our Claims settlement certificate¹ denying his claim for waiver of his debt to the United States in the amount of \$704.75 arising from an extra local shipment of household goods, incident to a permanent change of station in September 1994. For the reasons stated below, waiver is denied.

¹Z-2942505-025, July 27, 1995.

BACKGROUND

In September 1994, Dr. Jamshid Jamshidian was transferred from the Veteran's Administration (VA) Medical Center in Los Angeles, California, to the VA Medical and Regional Office Center in Wichita, Kansas. In connection with his transfer, he shipped his household goods from his residence in Los Angeles, California, to his new residence near the VA Medical Center in Wichita, Kansas. On August 30, 1994, prior to his transfer, Dr. Jamshidian was briefed by the relocation coordinator for the VA Medical Center in Los Angeles concerning the agency's policy on movement of household goods. According to the coordinator, Dr. Jamshidian telephoned her prior to the move scheduled for Thursday, September 15, 1994, to ask if the moving company could drop off a couch and a couple of boxes belonging to his daughter at a nearby location in Westwood, California, prior to delivery of his remaining household goods to Wichita, Kansas. The coordinator called the moving company who responded that the transportation of a couch and a couple of boxes could be handled as an "*extra drop at origin*" without incurring any additional cost. In a memorandum dated October 21, 1994, the coordinator stated that she therefore had agreed to Dr. Jamshidian's request and then had telephoned him to relay this information.

According to agency officials,² Dr. Jamshidian subsequently and unilaterally changed two elements of the understanding between himself and Ms. Jackson: (1) he changed the move date from Thursday, September 15, 1994, to Saturday, September 17, 1994, a nonworking day for agency relocation officials; and (2) he changed the number and types of goods to be transported locally from a previously authorized couch and a couple of boxes to include the following: two barrels (or dish packs or drums), five cartons less than 3 cubic feet, five 3-cubic foot cartons, three 4½ cubic foot cartons, two mattresses, and one corrugated container. Since the change in the number of goods to be packed and transported involved more time and labor on the part of the movers, they changed the category from "*extra drop at origin*," a category causing no additional costs, to "*local move*," a category that resulted in additional charges of \$704.75. Because the date was changed from Thursday to Saturday, a nonworking day for agency relocation officials, neither the movers nor Dr. Jamshidian were able to contact agency officials regarding the local movement of the extra goods prior to the actual move taking place.

Upon completion of the shipment, the VA paid the carrier for the shipment, including \$704.75 for the extra local move. Thereupon, the VA attempted to collect the cost of the local move from Dr. Jamshidian who disputed the claim on the basis that: (1) this amount is owed by the government to the carrier; or (2) the amount

²See April 4, 1995, decision of Committee on Waivers and Compromises, Department of Veterans Affairs.

should be absorbed by the carrier who should not have transported the goods. On April 4, 1995, the Department of Veteran's Affairs' Committee on Waivers and Compromises denied Dr. Jamshidian's request that the debt be waived since, by changing the date of the move and increasing the amount of goods in the local move, Dr. Jamshidian had not followed the prior agreement made with VA officials and was at fault.

Dr. Jamshidian appealed the agency's decision to this Office which also denied his request for waiver because there was no indication that the debt was caused by government error, a prerequisite for a waiver. Dr. Jamshidian now appeals from the Claims settlement certificate contending again that he is not responsible for the debt. According to Dr. Jamshidian, VA officials authorized the local move and are thus responsible for the debt or, in the alternative, the carriers were at fault for moving unauthorized goods and should bear the cost.

ANALYSIS

The authority for the transportation of household goods at government expense pursuant to a transfer of an employee is contained at 5 U.S.C. § 5724(a)(2) (1994). The term "household goods" is defined in the Federal Travel Regulation (FTR) as all personal property associated with the home and all personal effects belonging to an employee and the immediate family when shipment or storage begins which can be legally accepted and transported as household goods by an authorized commercial carrier.³ The authorized weight limit that may be transported or stored at government expense is 18,000 pounds.⁴

Matters involving transportation costs follow a long-standing practice of the government in arranging transportation of employees' and service members' household goods incident to transfers of duty stations. The government contracts with commercial carriers using government bills of lading (GBL). Upon completion of the shipment, the government pays the carrier and collects any excess charges from the member or employee for exceeding his or her authorized weight allowance or for extra services.⁵

Dr. Jamshidian disputes liability for the debt. His first contention is that the agency travel official initially suggested that the local move was permissible and informed

³FTR § 302-1.4(j) (1991), 41 C.F.R. § 302-1.4(j) (1995).

⁴5 U.S.C. § 5724(a)(2) (1994), FTR § 302-8.2(a) (1992), and 41 C.F.R. § 302-8.2(a) (1995).

⁵FTR § 302-8.3(b) (1989), 41 C.F.R. § 302-8.3(b) (1995).

the carrier to perform this move. Secondly, he contends that he was given an option to move the household goods on the weekend, that nobody ever advised him that household goods should not be moved at this time, and that the carrier's consent to his request that the move be changed from a weekday to a weekend implied approval by the agency. His third contention is that the household goods involved in the local move could not have included two barrels, as reported, since he never had barrels in his house.

The agency travel clerk does not disagree with Dr. Jamshidian's first contention that she authorized an extra local move and so informed the carrier. She disagrees, however, with his second contention that he was given an option to move the household goods on the weekend and that no one ever advised him to the contrary. Under her signature of September 30, 1994 (a couple of weeks after the move), the official form authorizing an extra local movement of household goods specifically provided that "week end packing and loading was (*sic*) not authorized" and that only one couch and a couple of boxes were specifically authorized, not a "full apartment" of household goods. Dr. Jamshidian does not dispute that the agency was not asked about the weekend change or that only one couch and a couple of boxes were authorized to be moved, nor does he dispute the fact that 18 containers were subsequently moved instead.

Dr. Jamshidian, however, asserts that nobody ever advised him that household goods could not be moved on the weekend and that the carrier's consent to this request implied approval by the agency. This disagreement need not be resolved. The significance of Dr. Jamshidian changing the loading and shipping date to the weekend meant that neither the carrier nor Dr. Jamshidian could contact the travel office to approve or disapprove the extra charge resulting from the numerous additional containers that Dr. Jamshidian now wished to be transported as part of the local move. Had the move occurred on the weekend without the additional cartons, it would have been considered an extra stop with no charge just as if it had occurred on the previously scheduled weekday.

As to the claimant's contention that he was charged for shipment of barrels when he never had barrels in his house, the carrier's shipping order form describes various rates for containers based on their size. Large items include "barrels, dish packs and drums, etc." and are priced at a higher container rate than other items, such as cartons or wardrobe containers. The freight bill indicates two such large containers were shipped along with 16 other smaller containers, but doesn't indicate whether or not the two large containers included barrels. Since Dr. Jamshidian does not dispute the cost or the number of large containers shipped for the local move but rather that no barrels were included among them, one can reasonably infer that the two large containers could have been either dish packs or drums or some other large container.

Thus, we conclude that Dr. Jamshidian is liable for any excess costs caused by the changes he initiated. However, the amount of the debt is subject to the considerations discussed in the following paragraphs.

The cost of transporting household goods may be paid by the government if the point of destination is the new official station or some other point selected by the employee, or if the destination for part of the property is the new official station and the remainder is shipped to one or more other points.⁶ However, the total amount which may be paid by the government shall not exceed the cost of transporting the property in one lot by the most economical route from the last official station of the transferring employee to the new official station.⁷

In this case, Dr. Jamshidian is entitled to reimbursement for the constructive cost of transportation of household goods from his private residence in Los Angeles, California, to his residence near his new official duty station in Wichita, Kansas, not to exceed 18,000 pounds, the authorized weight limit. The record does not indicate what the constructive cost would be, but does indicate that the weight of the household goods transported to Wichita, Kansas, apparently not including the *local move*, was estimated at 18,300 pounds, 300 pounds in excess of the maximum. That the household goods totaled more than 18,000 pounds is further evidenced by the fact that on January 31, 1995, officials at the Austin Finance Center lowered the amount of extra insurance required for the additional weight over 18,000 pounds. Since the employee apparently received the maximum reimbursement for transportation of household goods to Wichita, Kansas, the *local move* would constitute a charge in excess of the maximum allowable amount. However, if the total weight of the goods, including the weight of the local move, did not equal or exceed the 18,000 pound limit, then Dr. Jamshidian would only be liable for any excess costs above the constructive cost of transporting all of the goods in one lot by the most economical route from his old personal residence to his new residence.

As to the waiver request, the Comptroller General may waive an employee's debt arising out of an "erroneous payment" of travel, transportation, and relocation expenses if collection of the erroneous payment "would be against equity and good conscience and not in the best interest of the United States."⁸ A corollary to this rule, however, is that employees' or members' resulting debts that do not arise out of "erroneous" payments are not subject to consideration for waiver under 5 U.S.C. § 5584 (1994). Consequently, debts based on excess costs incurred in the shipment

⁶FTR § 302-8.2(e) (1989), 41 C.F.R. § 302-8.2(e) (1995).

⁷*Ibid.*

⁸5 U.S.C. § 5584 (1994).

of an employee's household goods are not generally subject to waiver since the costs are not erroneous. The agency is simply recouping payments made in the normal course of business to satisfy its obligation to the carrier. Edward L. Davis, B-252103, June 17, 1993. For example, an employee of the Department of Veterans Affairs who shipped household goods under a GBL with excessive weight could not be relieved of her liability for the cost of shipping the excess pounds, notwithstanding her claim that she was given erroneous advice by the carrier and by an agency official. Loren R. Wilkenfeld, B-265864, Dec. 7, 1995.

In some limited circumstances, we have granted waiver where an employee was able to show that the excess charges resulted from the erroneous authorization of agency officials. See Robert S. Jackowski, B-229335, Oct. 21, 1988, where excess weight was shipped in reliance on a written authorization of an erroneous weight allowance. For error to rise to this level for waiver, however, the employee must clearly show that the advice was given by an agency official with the responsibility for providing advice and that it clearly provided the authorization on which the employee relied. We do not believe Dr. Jamshidian has met this test. Consequently, his waiver request is denied.

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