



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

January 7, 2010

CBCA 1672-RELO

In the Matter of JOHN H. SHINGLER

John H. Shingler, Vicksburg, MS, Claimant.

Patrick J. Cunningham, Director, Indianapolis Transportation Payment Operations, Defense Finance and Accounting Service, Indianapolis, IN, appearing for Department of Defense.

SHERIDAN, Board Judge.

Claimant, John H. Shingler, contests the Department of Defense's (agency) assessment of a debt for a shipment of household goods (HHG) exceeding 18,000 pounds. Because the agency correctly applied the applicable statute and regulations, we deny the claim.

Background

Claimant was a civilian employee of the Department of Defense who, on September 28, 2007, was authorized a permanent change of station (PCS) move from Rimpf, Germany, to Vicksburg, Mississippi. As part of the PCS move, claimant was granted shipment of HHG by government bill of lading (GBL), not to exceed 18,000 pounds net weight. On January 10, 2008, claimant signed a form titled "Request for Special Carrier" that set forth his top three preferences for carriers. He also checked a line that stated "Customer is NOT willing to pay excess cost." The form made no mention of weight limitations.

The HHG, totaling 25,251 pounds in weight, were shipped via two GBLs. Less packing allowances of 4004 pounds, claimant shipped a net weight of 21,247 pounds. This exceeded his authorized allowance of 18,000 pounds by 3247 pounds. The agency paid the

movers as charged in the two GBLs. By letter of April 16, 2009, the agency assessed claimant an excess weight debt of \$4435.85 due on the 3247 pounds of excess weight.

Claimant contests the assessment of excess weight charges and the subsequent debt stating, in essence, that he had checked the line in the request for special carrier form that indicated that he was unwilling to pay charges for excess weight. Claimant posits that had he been informed that he was subject to excess weight charges and told his HHG shipment was over the weight limit, he would not have shipped several pieces of old furniture and other items.

Discussion

Statute limits the Government's payment of an employee's moving expenses to 18,000 pounds net weight, and expressly provides:

Under regulations prescribed under section 5738 of this title and when the head of the agency concerned or his designee authorizes or approves, the agency shall pay from Government funds-

.....

the expenses of transporting, packing, crating, temporarily storing, draying, and unpacking his household goods and personal effects not in excess of 18,000 pounds net weight.

5 U.S.C. § 5724(a)(2) (2006).

The Federal Travel Regulation echoes this statutory ceiling on the net weight of HHG for which the Government will pay. 41 CFR 302-7.2 (2007). The Joint Travel Regulations (JTR) are also to the same effect. *See* JTR C5154-B, C5175-A.2.

Because the 18,000 pound limitation is established by statute and regulation, it leaves no room for compromise. *Michael V. Torretta*, CBCA 1521-RELO, 09-2 BCA ¶ 34,168; *Charles E. Pixley*, GSBCA 16484-RELO, 05-1 BCA ¶ 32,887. The employee is responsible for reimbursing the Government for any excess charges due to an overweight shipment. *Steven P. Shafran*, CBCA 656-RELO, 07-2 BCA ¶ 33,603. The agency cannot be held liable by its failure to advise claimant of potential overweight on a shipment of HHG. *Marina A. Galindo*, GSBCA 15501-RELO, 02-1 BCA ¶ 31,775. The transferring employee is required to pay for overages even when the employee has relied to his or her detriment on inadequate

counseling or erroneous advice from the agency. *Robert K. Boggs*, GSBCA 14948-RELO, 99-2 BCA ¶ 30,491; *John F. Tefft*, GSBCA 14740-RELO, 99-1 BCA ¶ 30,292; *Charles S. Wayman*, GSBCA 14338-RELO, 99-1 BCA ¶ 30,169 (1998); *Michael J. Kunk*, GSBCA 14721-RELO, 99-1 BCA ¶ 30,164 (1998).

Claimant does not dispute the accuracy of the weight, and appears to base his argument on a mistaken belief that because he checked a line on the request for special carrier form that this released him from having to pay extra shipping charges. We disagree. There are no circumstances shown here that would enable us to grant any relief. Accordingly, we affirm the agency's determination.

Decision

The claim is denied.

PATRICIA J. SHERIDAN
Board Judge