



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

August 13, 2015

CBCA 4621-RELO

In the Matter of JAMES HENRY ASBURY

James Henry Asbury, Willingboro, NJ, Claimant.

Sylvia A. Shawver, Chief, Audit Support, Finance Center, United States Army Corps of Engineers, Department of the Army, Millington, TN, appearing for Department of the Army.

STERN, Board Judge.

The United States Army Corps of Engineers (Army) on June 6, 2013, issued permanent change of station orders to claimant, transferring him from Mobile, Alabama, to his new station at Philadelphia, Pennsylvania. The orders authorized the shipment of claimant's household goods with a commercial carrier using a government bill of lading (GBL). The orders, in the alternative, authorized claimant to move his own household goods, not to exceed the commercial cost. Further, the orders authorized the driving of claimant's privately owned vehicle to the new location, with reimbursement on a mileage basis. The orders did not specifically authorize shipment of claimant's vehicle.

Claimant moved his household goods using a rented truck and auto transport trailer. The cost for the shipment, including the trailer, was \$2061.22. The Army reimbursed claimant this amount. Thereafter, the Army auditor disallowed \$463.33, representing the cost of the car trailer. In place of this reimbursement, the auditor authorized a payment of \$267.36 to claimant, representing the constructive cost of the mileage had claimant driven his car to the new duty station. Thereafter, the Army travel office issued a new set of orders for this trip, dated June 28, 2013, authorizing the shipment of claimant's vehicle.

The Army has offset claimant's pay in the amount of \$214.72, to cover the cost of the trailer plus interest, on the basis that the after-the-fact orders were ineffective. Claimant seeks reimbursement of this amount.

Discussion

Claimant argues that the cost of the move, with the vehicle trailer, was less than what the cost would have been using a GBL. The Army claims that the travel orders only authorized mileage and not the cost of vehicle shipment and that any attempt to authorize the reimbursement of this expense, through the issuance of a new travel order, after the move was contrary to regulation.

Statute authorizes the shipment of a privately owned vehicle at government expense when authorized by an agency that is transferring an employee to a new duty station. 5 U.S.C. § 5727(c) (2012). Therefore, the Army had the authority to authorize this expense when it transferred claimant to Philadelphia. The Army failed to authorize this expense in the initial order transferring claimant.

The Army did, however, authorize claimant to move his own household, at a cost not to exceed a commercial move. As claimant pointed out, if he were to move the household on his own, as authorized, he would, of necessity, have to ship his vehicle to his new permanent station location, since he could not drive two vehicles at the same time. The travel orders issued upon completion of his move reflected the original intent of authorizing shipment of his vehicle were he to choose to move his household on his own. The Joint Travel Regulations (JTR) provide that orders may be modified retroactively to show original intent. JTR C2205-A.1; *see Gilda E. Best*, CBCA 4121-TRAV, 15-1 BCA ¶ 35,814 (2014).

We find that the shipment of claimant's vehicle was an inherent part of the original order authorizing claimant to move his own household goods. The amended order reflects this intent.

Decision

Claimant is entitled to be paid the cost of the trailer used to ship his vehicle.

JAMES L. STERN
Board Judge