



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

January 5, 2016

CBCA 4949-RELO

In the Matter of SHARON HOOLEY

Sharon Hooley, Helena, MT, Claimant.

Jean Harris, PCS Section Chief, Department of the Interior, Falls Church, VA, appearing for Department of the Interior.

SHERIDAN, Board Judge.

Claimant, Sharon Hooley, seeks reimbursement of \$9048 for two days of labor costs associated with loading, transporting, and unloading her household goods (HHG) by the self-shipment method. Claimant is not entitled to be reimbursed these costs because they were incurred to hire family members to assist with the move.

Background

Claimant, a civilian employee of the Department of the Interior, Fish and Wildlife Service (FWS), was issued authorization for a permanent change of station (PCS) move to relocate from Kalispell, Montana, to Helena, Montana. A FWS PCS coordinator worked with claimant to complete the PCS travel authorizations and travel vouchers associated with her relocation. Claimant also received the FWS publication "Employees on the Move" (PCS Handbook) via email link when she was informed of her PCS relocation.

Claimant asked the PCS coordinator whether she could use Westward Bound Property Management, a real estate/property management company owned by her brother, to move the HHG. Claimant was informed that because Westward Bound Property Management did not have a contract with the agency, it could not do the entire move but claimant could rent a trailer and "[y]our brother could help with the packing etc. and that

portion could be paid.” The PCS coordinator also explained to claimant: “You could hire your brother to pack and load and submit a receipt for labor.” Claimant states that based on this email message, she elected to do a self-move of HHG and her travel authorization was adjusted accordingly.

In January 2014, claimant rented a trailer, purchased fuel and packing boxes for the move, and paid for that on her government credit card. She also hired Westward Bound Property Management to provide the labor to pack the boxes with her HHG, load the truck, weigh the truck, drive to the new location, and unpack the boxes at the new location. In turn, Westward Bound Property Management, by claimant’s brother, hired claimant’s husband, son, and sisters-in-law to perform the labor associated with the move. Claimant paid Westward Bound Property Management \$9048 by check on February 1, 2014, for that labor.

Discussion

The facts of this matter do not appear to be in dispute. Claimant states that she was specifically told by a FWS PCS coordinator that she could hire her brother’s company for the labor associated with the move, that her actions were taken in good faith on that representation, and that she should be paid the labor expenses incurred associated with the move. The FWS does not deny that a PCS coordinator informed claimant that she could use her brother’s company to provide the labor for her move. However, the FWS also posits that claimant was not clear with the PCS coordinator that she intended to use family members to perform the move. The FWS asserts that payment for the labor of the employee and family members is not allowed for self-moves, and “it is a well-settled rule of law that the government cannot be bound by the erroneous advice or actions of its agents.”

The FWS PCS Handbook at paragraph 5.2.2 discusses the self-shipment method of moving HHG, and lists labor as a reimbursable cost that an employee may recover. The list of reimbursable costs states, “Labor (excluding labor of employee and family members). A formal contract is not required but there must be a labor receipt, such as a cleared check with notation ‘labor for packing HHG.’”¹

The \$9048 claimant seeks is for expenses incurred for labor of her family members in moving her HHG. The PCS Handbook makes clear such expenses may not be reimbursed

¹ Departments’ travel handbooks and other agency rules are valid only to the extent that they are consistent with the controlling Federal Travel Regulation (FTR). *Kevin D. Reynolds*, CBCA 2201-RELO, 11-1 BCA ¶ 34,756. We do not find paragraph 5.2.2 to be inconsistent with the applicable statutes or the FTR.

and claimant should have known that from the Handbook. It also appears that when claimant omitted the fact that she intended to use family members to provide the labor associated with the move, she failed to provide the PCS coordinator the information necessary for the coordinator to provide reliable advice. Nevertheless, even if we were to find the PCS coordinator provided erroneous advice, claimant would still not be able to recover these expenses. Over the years, we have concluded in numerous decisions that “[t]he Government is not bound by the erroneous advice of its officials even when the employee has relied on this advice to his detriment. Erroneous travel orders, reflecting mistaken assumptions on the part of authorizing officials, cannot obligate the Government to expend monies contrary to regulation.” *Ramsey D. Lockwood*, CBCA 3556-RELO, 14-1 BCA ¶ 35,560, at 174,248 (quoting *Flordeliza Velasco-Walden*, CBCA 740-RELO, 07-2 BCA ¶ 33,634, at 166,580-81 (citations omitted)).

Decision

The claim is denied.

PATRICIA J. SHERIDAN
Board Judge