



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

December 6, 2024

CBCA 8259-RELO

In the Matter of ASHLEY A.

Ashley A., Claimant.

Connie J. Rabel, Director, Travel Mission Area, Enterprise Solutions and Standards, Defense Finance and Accounting Service, Indianapolis, IN, appearing for Department of Defense.

LESTER, Board Judge.

As permitted by Board Rule 402(a)(2) (48 CFR 6104.402(a)(2) (2023)), the Defense Finance and Accounting Service (DFAS or the agency) has forwarded a claim to the Board on claimant's behalf through which claimant seeks an increase in the miscellaneous expense allowance (MEA) reimbursement that DFAS previously approved. In its submission, DFAS recommends that the Board approve part of the claim, but it contests the remainder of claimant's MEA reimbursement request as beyond its authority to grant.

Background

On November 22, 2023, claimant received a PCS order directing her to relocate from her permanent duty station (PDS) in Virginia to a new PDS in Germany. That order authorized reimbursement for various expenses, including MEA, but it also directed that the "[e]mployee must exercise care in incurring expenses" and that "[e]xcess cost . . . [is] not considered acceptable as exercising prudence." As she prepared for the move, claimant incurred various expenses necessary to ensure that her privately owned vehicle (POV), which she was transporting to Germany, would satisfy host country requirements for POVs in Germany. On or about January 11, 2024, claimant delivered her POV to the vehicle processing center (VPC) in Baltimore, Maryland, for transport to Germany. On February 2,

2024, she vacated her Virginia residence and established a new residence at her Germany PDS.

On September 13, 2024, claimant submitted a travel reimbursement claim to the agency seeking MEA of \$2637.22, supported by invoices and receipts. The agency approved only \$828.23 of the MEA costs and denied the remaining \$1808.99 in claimed costs. DFAS declined to reimburse the following costs: (1) replacement of the tires on her POV (\$795.86); (2) installation of the POV replacement tires (\$346.52); (3) replacement of the POV windshield (\$350); (4) cleaning the POV for shipment (\$250); (5) a car first aid kit (\$34.93); (6) a car emergency kit (\$24.27); and (7) a safety vest (\$7.41). Claimant asserted that each of these costs was necessitated by German regulatory POV requirements, as outlined in guidance to which her agency had referred her, or by Department of Defense (DoD) regulations and that, without incurring these expenses, she could not have brought her POV into Germany. For the costs that DFAS denied, it did so based on its understanding that the Federal Travel Regulation (FTR) and the Joint Travel Regulations (JTR) did not permit recovery of the types of costs being claimed, not because of a lack of adequate documentary support.

The \$828.23 in MEA expenses that DFAS approved were less than the minimum MEA family flat rate of \$1300 to which claimant was entitled under FTR 302-16.102(b) (41 CFR 302-16.102(b)). Because recovery of the MEA family flat rate does not require the submission of documented support for expenses, DFAS paid claimant the \$1300 MEA flat rate.

On October 7, 2024, claimant requested that DFAS reconsider the portion of the MEA claim that it had denied. DFAS denied that request on October 22, 2024. On November 14, 2024, at claimant's request, DFAS forwarded her claim to the Board for review. In its submission, DFAS represented that it had changed its position on claimant's request for reimbursement of the costs of replacing her POV's tires and recommended that the Board approve payment of those costs. Claimant subsequently filed a supplement with the Board.

Discussion

“An MEA is payable when a civilian employee vacates a residence at the old PDS and establishes a new temporary or permanent residence at the new PDS.” JTR 054101-A (Feb. 2024). It “is intended to help defray some of the costs incurred due to relocating.” FTR 302-16.1. “Miscellaneous expenses are the various costs associated with PCS that are not covered by other PCS allowances in the JTR.” JTR 0541. Under the FTR, expenses that are allowable as MEA “include but are not limited to . . . [r]egistration, driver's license, and use taxes imposed when bringing [POVs] into certain jurisdictions.” FTR 302-16.2(b). For civilian employees of defense agencies, the JTR expands on the FTR's list of examples to

include the following as reimbursable MEA: “Required removal or installation by host country law of automobile parts” and “Similar costs.” JTR 054102-B, tbl. 5-81(1)(i), (o). MEA does *not* cover “expenses brought about by circumstances, factors, or actions in which the move to a new duty station was not the proximate cause,” FTR 302-16.202(h), or “costs that are not allowed in the JTR.” JTR 054102-B.

For civilian employees who, like claimant, have immediate family members relocating with them, the MEA is typically a flat rate of “\$1,300 or the equivalent of two weeks’ basic gross pay, whichever is the lesser amount.” FTR 302-16.102(b); *see* JTR 054102-A. Nevertheless, an authorizing official “may authorize or approve an MEA in excess of the flat-rate amount if the claim is justified by receipts of expenses incurred” and the total amount does not exceed one or two weeks (depending on whether the employee has dependents) of the employee’s basic gross pay. JTR 054102-B. Claimant sought an expense-based reimbursement (of her incurred expenses), rather than a flat rate payment. Nevertheless, DFAS found that only \$828.23 of claimant’s claimed MEA expenses were reimbursable, a figure that fell below the \$1300 flat rate. Below, we address each of the expenses for which DFAS denied MEA reimbursement.

Costs of Purchasing (\$795.86) and Installing (\$346.52) Tires. Prior to her move to Germany, claimant’s agency referred her to a DoD website to assist her in planning her move. She learned from the site that, under German traffic laws, POVs must have winter-rated tires during icy conditions containing an “M+S” symbol if manufactured before January 1, 2018, or a “three peak mountain” symbol if manufactured on or after January 1, 2018. *See* <https://www.ramstein.af.mil/About/Fact-Sheets/Display/Article/303633/shipping-your-vehicle/> (last visited Dec. 5, 2024). Both the owner and the driver of a POV in Germany found with tires not meeting this requirement are subject to fines. Although the tires on claimant’s POV met United States standards for tires, they did not contain the required symbol and therefore did not satisfy the German standard. On January 1, 2024, claimant purchased replacement tires to satisfy Germany’s requirements at a cost of \$795.86 and paid \$346.52 to have the replacement tires installed on her POV.

Subsection (1)(i) of table 5-81 in JTR 054102-B identifies the following as a reimbursable MEA cost: “Required removal or installation by host country law of automobile parts.” “Auto parts are the component elements and systems that make up a car.” <https://www.kbb.com/what-is/auto-parts/> (last visited Dec. 5, 2024). A tire is an automobile part. *Id.* DFAS originally denied reimbursement of these costs but, in its submission to the Board, has correctly changed its position. DFAS no longer challenges reimbursement of the tire-related expenses. Claimant is entitled to these costs as MEA.

Windshield Replacement (\$350). The website to which the agency directed claimant for information on German POV registration requirements informed her that, under German law, “[a]ny chips or cracks in the driver’s side windshield wiping area are not allowed.” https://www.ramstein.af.mil/Portals/6/May%202016%20PCS%20Documents/Top%2010%20Failures_May%202016.pdf?ver=2016-05-27-052054-027 (last visited Dec. 5, 2024). In October 2018, the lower part of the windshield on the driver’s side of claimant’s POV (within the windshield wiping area) developed a small chip, but it was immediately remediated by an automotive glass repair and replacement company. On January 8, 2024, to ensure that her POV satisfied German requirements, claimant had her POV windshield replaced at a cost of \$350.

DFAS does not challenge the windshield’s status as an automobile part or the need to replace the windshield to obtain registration in Germany. The basis of DFAS’s denial of recovery for windshield replacement expenses here was that, under the JTR, “[e]xpenses due to circumstances, factors, or actions that were not due to the move” are not reimbursable. JTR 054102-B, tbl. 5-81(2)(e). DFAS asserts that title 46.2 of the Virginia Code explicitly prohibits driving a vehicle with any object or material that obstructs the driver’s view and that a cracked windshield, especially if it obstructs the driver’s line of sight, may be considered a violation of this provision. DFAS views the chip in claimant’s POV windshield, even though it was repaired, as a violation of the Virginia Code and believes that, because claimant needed to replace the windshield to comply with Virginia’s requirements, the windshield replacement costs were not necessitated by her move to Germany.

DFAS’s position that the repaired chip in claimant’s windshield did not comply with the Virginia Code is unsupported. By law, POVs registered in Virginia must annually undergo safety inspections. *See* Va. Code Ann. §§ 46.2-1157(A), 46.2-1158 (2023). Claimant has submitted a copy of her most recent POV safety inspection report from the Virginia State Police, dated August 9, 2023, showing that her POV passed inspection. The report specifically identifies her windshield as compliant with safety requirements. Because claimant was not required to replace her windshield to comply with Virginia safety laws but was required to replace it as part of the POV’s transfer to Germany, claimant is entitled to recover the \$350 cost of replacing the windshield as part of her MEA.

Cleaning the POV for Shipment (\$250). On January 6, 2024, claimant spent \$250 to have her POV cleaned. She believes that this expense should be reimbursed because Part IV of the Defense Transportation Regulation (DTR) directs employees shipping POVs to deliver their POVs to the VPC for transport clean and vacuumed, as follows:

Make sure your POV is clean. Dry-vacuum only. To avoid mold growth during shipment and ensure compliance with local agricultural import restrictions, the VPC will not accept a POV with dirt, soil, mud, water or similar matter on its exterior or interior surfaces, to include the undercarriage. Empty all debris and personal items from the vehicle's interior pockets and compartments before turn-in.

DTR—Part IV, Personal Property, Attachment K3, Shipping Your POV at IV-K3-10 (available at https://www.ustranscom.mil/dtr/part-iv/dtr_part_iv_app_k_3.pdf (last visited Dec. 5, 2024)). Claimant also cites to inspection guidelines from an unidentified source that provide “a general breakdown of the level of cleanliness expected of a POV at turn in,” with an exterior “free of bug splatter, leaves, pollen, dirt, soil, sand, [and] mud” and an interior “free of all dirt, soil, leaves, pollen, sand, pebbles, stones, mud, plant life, food particles, pet dander and hair, caked on stains, trash, paper products, and any other debris.” (<https://pcsmypov.blob.core.windows.net/public/InspectionGuidelines.pdf>) (last visited Dec. 5, 2024) (emphasis omitted). Claimant asserts that her “POV met U[nited] S[tates] standards for cleanli[n]ess and was street-legal, and would not have required deep cleaning if not for PCS,” and that the “POV required cleaning in order to meet the requirements established by DoD for shipping a POV.”

Even if the inspection guidelines from the unidentified source were somehow binding regulations, nothing in those guidelines or the DTR identifies the need for the expensive cleaning for which claimant paid. In fact, an emailed reservation acknowledgement that claimant received from the car wash business indicates that claimant was not only having her POV washed, but also detailed. Claimant provides no justification for charging the Government for such work and has failed to establish that these costs were necessary and prudent, as required by her travel orders. In any event, as DFAS correctly indicates, nothing in the JTR or the FTR authorizes MEA reimbursement for having a POV professionally cleaned prior to transport.

Car First Aid Kit (\$34.93) and Car Emergency Kit (\$24.27). Claimant seeks to include in her MEA recovery the costs of purchasing a car first aid kit and a car emergency kit from an on-line retailer. Claimant made these purchases based upon the following guidance from the agency regarding requirements for registering a POV in Germany:

The First-Aid Kit cannot be expired and must meet or exceed the legal requirements and standards of the Deutsche Industrienorm (DIN 13164). You must also have a warning triangle located in the vehicle during the inspection and at all times. Items are available at the local Base Exchange or shoppette.

https://www.ramstein.af.mil/Portals/6/May%202016%20PCS%20Documents/Top%2010%20Failures_May%202016.pdf?ver=2016-05-27-052054-027 (last visited Dec. 5, 2024). Claimant indicates that these kits “are explicitly required for vehicles in Germany to pass inspection” but “are not required by Virginia or U[nited] S[tates] code.”

DFAS denied reimbursement because, under its interpretation of the JTR, the only costs associated with POVs that are properly a part of MEA are, as set forth in JTR 054102, table 5-81(1)(i), the costs of “[r]equired removal or installation by host country law of automobile parts.” DFAS says that, because the kits in question, even though required to register a POV in Germany, are not “automobile parts” and are, therefore, unallowable. Although it is true that the kits at issue here are not “automobile parts” in a strict sense, table 5-81 of JTR 054102 is not quite as narrow and unforgiving as DFAS suggests. At the bottom of a long list of what the table at JTR 054102 calls “Examples of MEA Reimbursable . . . Costs,” which includes the removal and installation of automobile parts required by the host country, is a final catch-all entry: “Similar costs.” JTR 054102, tbl. 5-81(1)(o). Although the car kits at issue are not “automobile parts,” they must be in the POV before Germany will register it. They therefore serve a similar function to automobile parts required by the host country. Because these car kits were a required part of the POV package for purposes of obtaining registration of the POV in Germany, they are appropriately viewed as “similar costs,” in form and function, to those previously listed in table 5-81. Claimant may include the car kit costs in her expense-based MEA.

Safety Vest (\$7.41). Claimant purchased a safety vest from an on-line retailer based upon the following language in the agency guidance on Germany POV requirements:

Note: Although not required for inspection and registration, German law requires one reflective vest per vehicle.

https://www.ramstein.af.mil/Portals/6/May%202016%20PCS%20Documents/Top%2010%20Failures_May%202016.pdf?ver=2016-05-27-052054-027 (last visited Dec. 5, 2024) (emphasis omitted). For the same reasons that the car kits may be added to the expense-based MEA, so, too, may the costs of the safety vest required by German law. Even though, unlike the car kits, the vest is not needed to obtain POV registration, it is required by host country law to operate the POV. The requirement to purchase the vest is sufficiently similar from a conceptual standpoint to reimbursable costs expressly identified in table 5-81 to constitute a reimbursable MEA expense.

Decision

For the foregoing reasons, DFAS shall add claimant's costs of replacing tires on her POV, replacing the POV windshield, and purchasing car kits and a safety vest to claimant's expense-based MEA reimbursement. Claimant's costs for cleaning her POV are not recoverable. Because DFAS paid claimant's MEA using a flat rate rather than an expense-based calculation, we remand this matter back to DFAS to identify the proper amount of claimant's reimbursement consistent with this decision.

Harold D. Lester, Jr.

HAROLD D. LESTER, JR.

Board Judge