

DECISION

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**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-199803

DATE: March 25, 1981

MATTER OF: Phillip Rogers - Household Goods -
Constructive Weight

DIGEST:

Transferred employee seeks [reimbursement for transporting household goods in his *claimant's* own vehicle] incident to change of station. Employee did not obtain weight certificates to prove quantity of household goods carried because estimate of commercial carrier indicated that more than 11,000 pounds, maximum allowable, would be shipped by carrier. Employee may not use constructive weight to be reimbursed for shipment of household goods transported in his own vehicle because he did not demonstrate that appropriate scales were not available as required by Federal Travel Regulations.

The issue presented in this case is whether a transferred employee may be reimbursed, under the commuted rate system, for household goods carried in his "second car," a pick-up truck, based upon an estimate of "properly packed van space" prepared by the employee approximately 8 months after his transfer. For the reasons set out below, we hold that the employee may not be reimbursed for the amount claimed.

Mr. Phillip Rogers, an employee of the Defense Contract Audit Agency, was transferred from Memphis, Tennessee, to Alexandria, Virginia, in October 1979. He shipped 10,720 pounds of household goods by commercial carrier, and was reimbursed under the commuted rate system. When he submitted his claim for reimbursement for the cost of shipping his household goods, in addition to the amount shipped by carrier, he included the following claim:

"I shipped 90 cubic feet of properly loaded household goods myself in conjunction with my PCS transfer. These household goods would have been shipped by the carrier and included in the 10,720 lbs., however, were needed to maintain my temporary quarters status. 90 cubic feet x 7 lbs-630 lbs"

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Since the maximum allowable household goods shipment is 11,000 pounds, Mr. Rogers' claim is for the shipment of 280 pounds at a rate of \$24.35 per 100 pounds.

This claim was disallowed by the agency because Mr. Rogers had been reimbursed for the use of two cars during his transfer. The disallowance refers to a memorandum submitted by Mr. Rogers on October 24, 1979, to justify the use of two vehicles. The memorandum stated that:

"I estimate that approximately 1200 lbs. of household goods, clothing, school supplies, personal hygiene supplies, etc., were transported in the second vehicle to establish and maintain temporary quarters until such time as we relocate into permanent quarters."

It was the agency's position that to reimburse Mr. Rogers for the household goods carried in the second vehicle, after paying a mileage allowance for the use of that vehicle would be to make two payments for the same purpose.

The claim was then submitted to our Claims Group which also disallowed it on the grounds that no weight certificates were submitted establishing the weight of the goods carried and, without the weight certificates, only expenses for gas, oil, and tolls could be paid. 48 Comp. Gen. 115 (1968). The Settlement Certificate went on to state that nothing more was due since Mr. Rogers had already been reimbursed mileage expenses for the use of the vehicle.

In his request for reconsideration Mr. Rogers states that he had not obtained weight certificates because the estimate he received before shipment of his household goods indicated that he had more than the maximum allowable, 11,000 pounds, to be shipped by carrier. He also includes an "Inventory of Household Goods Moved Personally," dated June 24, 1980, which lists 12 "prepacked containers" plus a television set with a claimed total volume of 92 cubic feet. He therefore claims that he moved an additional 644 pounds, calculated at 7 pounds per cubic foot.

We do not question the right of an employee to carry a portion of his household goods with him when he transfers. However, there is no separate authorization that allows transportation of household goods specifically for use in temporary quarters. Therefore, any household goods carried by an employee must meet the usual documentation requirements in order to secure reimbursement under the commuted rate system. That documentation requirement is set out in the Federal Travel Regulations (FPMR 101-7)(FTR) (May 1973). Paragraph 2-8.3a(3) provides, in pertinent part, that:

"* * * Employees who transport their own household goods are cautioned to establish the weight of such goods by obtaining proper weight certificates showing gross weight (weight of vehicle and goods) and tare weight (weight of vehicle alone) because compliance with the requirements for payment at commuted rates on the basis of constructive weight (2-8.2b(4)) usually is not possible."

Paragraph 2-8.2b(4) provides that the constructive weight procedure may be used "If no adequate scale is available at point of origin, at any point en route, or at destination * * *." The only reason given by Mr. Rogers for not obtaining weight certificates was personal choice, not unavailability.

Sine Mr. Rogers did not demonstrate that an adequate scale was not available, he may not now use the constructive weight formula. Simply choosing not to obtain weight certificates because reimbursement is doubtful is not a sufficient ground to justify the use of constructive weight. The regulations quoted above point out that the use of constructive weight "usually is not possible." We do not believe that use of constructive weight is appropriate here and the disallowance of Mr. Rogers' claim is sustained.

Milton J. Acosta

Acting Comptroller General
of the United States