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**DECISION**



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

31665

**FILE:** B-217382

**DATE:** July 12, 1985

**MATTER OF:** Dudley E. Cline

**DIGEST:** Where household goods of a former Air Force employee are shipped from overseas to the United States in lift vans, the provisions of Joint Travel Regulations, vol. 2, para. C-8000-2c, for determining the net weight of containerized shipments are applicable. The fact that the Government Bill of Lading authorized the building of wooden boxes for fragile items loaded into the containers does not warrant application of the procedures for determining the net weight of crated shipments. As in the case of uncrated shipments in vans, no reduction in net weight is authorized for barrels, boxes, cartons and other packaging materials. Only the weight of bracing, blocking, padding and other materials used to secure the shipment in the containers is to be excluded in determining the net weight of the shipment.

Mr. Dudley E. Cline, a former employee of the Department of the Air Force, requests reconsideration of our Claims Group's determination that he is indebted to the United States in the amount of \$5,821.14 for the costs of shipping 7,248 pounds of household goods in excess of the authorized weight limitation. We find no basis to reduce the excess weight as determined by the Air Force or to excuse the excess weight charges for which Mr. Cline is liable.

Mr. Cline returned from overseas in August 1980 upon separation from his employment with the Air Force. He was authorized transportation of a maximum net weight of 11,000 pounds of household goods, in accordance with 5 U.S.C. § 5724(a)(2) (1976) and the Joint Travel Regulations, vol. 2, para. C8000-1 (Change No. 142, August 1, 1977). His household goods and personal effects were shipped in two lots from Voorthout, Netherlands, to Hanscom Air Force Base, Massachusetts. The first lot of household goods was shipped under Government Bill of Lading S-0,767,100, dated July 28, 1980. This shipment was weighed at the point of origin and the net weight was determined to be 18,099 pounds. The second lot,

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unaccompanied baggage determined to have a net weight of 149 pounds, was shipped under GBL S-1,859,731, dated August 21, 1980. Since Mr. Cline shipped household goods and personal effects weighing 18,248 pounds, the Air Force determined that he was liable for charges attributable to shipping the 7,248 pounds by which his goods exceeded the 11,000-pound statutory weight limitation.

In his appeal from the Claims Group decision, Mr. Cline states that the Air Force made a mistake in determining that he was entitled to ship his household goods to the United States. As an overseas local hire he believed that he did not have return transportation entitlements. He points out that prior to his employment by the Air Force in 1979, he had been employed by the North Atlantic Treaty Organization (NATO) and had return transportation entitlements as a former NATO employee. Because he believes NATO would have returned his household goods and personal effects to the United States at little or no cost to him, Mr. Cline contends that he should not be made to pay for the Air Force's mistake in authorizing shipment. He also contends that if he is to be assessed excess weight charges, the excess weight with which he was credited should be reduced. He further states that many of his household goods were crated and that the material used for crating was not weighed before packing in order to eliminate it in determining the net weight of his shipment. For this reason he contends that the regulatory provisions for determining the net weight of crated shipments should be applied to reduce the net weight for which he is liable.

Any agreement Mr. Cline may have had with NATO concerning his return to the United States is a matter that he must resolve with that organization. The fact that he may have been hired by the Air Force at an overseas location and that he may have had return transportation entitlements as a result of other employment does not necessarily preclude his receipt of travel and transportation benefits incident to separation from his position with the Air Force. We note that 2 JTR para. C4002-3 provides for negotiation of return transportation agreements with local hires who were employed by international organizations under conditions providing return transportation.

An employee whose household goods and personal effects are shipped at Government expense must pay all costs associated with shipping any amount in excess of the applicable weight limitation, in this case 11,000 pounds. 2 JTR para. C8002-2. The net weight of Mr. Cline's household goods shipment was determined under the following provision of 2 JTR para. C8000-2c for determining the net weight of containerized shipments:

"c. Containerized Shipments. When special containers designed normally for repeated use, such as lift vans, CONEX transporters, and household-goods shipping boxes are used and the known tare weight does not include the weight of interior bracing and padding materials but only the weight of the container, the net weight of the household goods shall be 85% of the gross weight less the weight of the container. If the known tare weight includes interior bracing and padding materials so that the net weight is the same as it would be for uncrated shipments in interstate commerce, the net weight shall not be subject to the above reduction. If the gross weight of the container cannot be obtained, the net weight of the household goods shall be determined from the cubic measurement on the basis of 7 pounds per cubic foot of properly loaded container space."

Since the Air Force determined that the tare weight of the shipment included the weight of bracing and padding material as well as the weight of the containers, it did not give Mr. Cline the 15 percent reduction in net weight provided for by the first sentence of the regulation. This determination would indicate that the shipper complied with the weighing procedures set forth in DOD 4500.34-R, paras. 6007a(2) and 7009. These provide that the tare weight of containers will be determined by weighing the container together with packing materials, including blankets, pads and bracing used to secure the shipment in the container. See Charles L. Eppright, B-210713, May 17, 1983, and March 28, 1984.

The Air Force determined that the above regulation was applicable inasmuch as GBL S-0,767,100 bears the notation "Code 4" indicating that Mr. Cline's was an international containerized shipment. See DOD 4500.34-R,

para. 2001an(2)(b). Mr. Cline disagrees with its application to his case because a portion of his household goods were delivered in crates. In fact, he claims that some of them are still in those crates. He argues that the net weight of his shipment should be computed at 60 percent of the gross weight under the following provision of 2 JTR para. C8000-2b applicable to crated shipments:

"b. Crated Shipments. When property is transported crated, the net weight shall not include the weight of the crating material; therefore, the net weight shall be computed as being 60% of the gross weight. \* \* \*

Application of this regulation would substantially reduce his liability for excess shipping charges.

While we do not doubt Mr. Cline's contention that many of his household goods arrived in crated condition, we believe the Air Force properly applied the regulation for determining the net weight of containerized shipments in Mr. Cline's case. Its determination is consistent not only with the "Code 4" notation on his GBL, but with the indication on the GBL that his household goods were transported in 13 lift vans. Lift vans are containers for purposes of the regulations here in issue. Wayne L. Tucker, 60 Comp. Gen. 300, 302 (1981).

For the purpose of this discussion, interior bracing and padding materials used to secure the shipment in the container are to be distinguished from boxes, barrels, cartons and other such packaging material. MIL-STD-212D, paras. 3.4 and 3.5. The net weight of a shipment is determined by subtracting the tare weight from the gross weight. Padding and bracing materials are included in the tare weight and, thus, excluded from the net weight. The opposite is true of boxes, cartons and other such packaging materials. These are excluded from the tare weight and included in the net weight.

Paragraph 20 of the Carrier's Tender of Service, DOD 4500.34-R, Appendix A, specifically provides that the Government will be invoiced for the net weight of household goods shipments as follows:

"20. Weight of shipments. a.(1) House-  
hood goods. I will invoice for the net weight  
of the shipment described on the GBL. The net  
weight for all codes of service will consist  
of actual goods, including professional books,  
papers, and equipment, plus wood boxes (when  
approved by the origin ITO), crates, cartons,  
barrels, fiber drums, and wardrobes used to  
pack linens, books, bedding mattresses, lamp-  
shades, draperies, glassware, chinaware, bric-  
a-brac, table lamp bases, kitchenware, and  
other fragile articles and the necessary wrap-  
ping, packing and filler material incident  
thereto. Nothing else will be included in the  
net weight."

An employee's weight allowance includes the weight of  
boxes, crates, cartons, etc., used for packaging his goods,  
whether they are shipped "uncrated" as in a van or container-  
ized as in Mr. Cline's case. This is made clear by 2 JTR  
para. C8000-2a which provides that the net weight should be  
that weight shown on the GBL without any reduction for these  
materials. Specifically, paragraph C8000-2a provides:

"a. Uncrated Shipments. When household  
goods are shipped uncrated as in a household  
mover's van or similar conveyance, the net  
weight shall be that shown on the bill of  
lading or on the weight certificate attached  
thereto, which, under Interstate Commerce  
Commission (ICC) regulations, includes the  
weight of barrels, boxes, cartons, and similar  
materials used in packing, but does not  
include pads, chains, dollies, and other  
equipment needed to load and secure the  
shipment. \* \* \*"

In providing that there is to be no reduction in the net  
weight of containerized shipments where the tare weight in-  
cludes the weight of bracing and padding, paragraph C8000-2c  
is intended to result in a net weight chargeable to the em-  
ployee determined on the same basis as for uncrated shipments  
addressed in the regulation above.

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Mr. Cline is probably correct in claiming that the net weight of the household goods shipment with which he was credited included the weight of boxes and cartons. In his case, the GBL specifically authorizes the building of wooden boxes. As explained above, there is no authority to reduce the net weight of Mr. Cline's household goods shipment by the weight of crates built to protect fragile items for packing into lift vans. Accordingly, we sustain our Claims Group's determination that Mr. Cline is indebted to the United States for \$5,821.14 in excess weight charges.

*for*   
Comptroller General  
of the United States