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Forelga. Service Grievance Board

July 13, 1972

TOj tiles Alison
 Room 7813
 r&asat of State

SUBJECT: ' Record of proceedings Ro. 7I-G7-Stste-D5
 Finding of the Eos.rd

RE?: 6 FAK 177; 6 SAJi 175.2a; 3 FAM 662.2

In your subject grievance* you allege that thc= Depart;c-rit of State has incorrectly denied you rei-''.bursescrft of \$45.OC* for storage coses of ycur autoiao'bile In fclic period March to *£.; 1970.

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the 7-oc^d referred tha natter to Itn counsel_s I>iIIC2i B. Perlik, for his opinion. The essence of wliich foXlct;c;

YOit asked to be relieved of £ \$43 in stora-rc GTipcnsss incurred for the storage of you" autrcrr/^iic In t!;.G

you t-rere transferred ts the Uniircd *Staiica* frcr^a redacted in l-I-2.rch 1970 to bej;in £v-:s snout as b,cs3 leave

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arrived In Baltimore a few days prior to your arrival In Washington. You did not take possession of the car because you did not need it while on leave, and you requested thft it be kept In redacted at govenisant expanse until the beginning of your tour of duty In Washington,

You were advised that you snusi: bear the storage expenses personally;, and you have accordingly been billed the full \$45. In tha rjrlcvsnce filed with the Foreign Service Gricvcr.se Board j?c-u requested either (1) an-c^feant of tiio; pertinent: regulations to authorize sZoirz^c at ssnc expense ox tiic autc30Dxi,e u.nao-r cue jiiistances or (2) relabirrseraant of e::?e

excludes from the board's jurindictrlon 'cc~' on or ciissacisraction wlcli the contain: of m ssency re?;ulaticus" Thereforej the Soard does not have jurisdiction to provide the fcrssr remedy.

There £.::& two theories 'uiidor 'i-hich ycxzz claim for roinibu;' -.-.-cat under existing ra^ilotiGm =:Ifrrht be prodler -d. The first Is basad uport tbs provisions of 6 I⁷- . 177:

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personal effnatSj iaDtGr vehicle* for
and a pri-vatcly c^.Tied iaDtGr vehicle
the duration of the emergency

c^srge'^cy co\iait2.0ns ivarrantit;^
authorization of cfcrajs Include but
E?:e not li:r.5,tcd to the fcllo:-;Ir;^:

civil disCurbaince Irsludln-g rar, riots or
strikes; nets of miture includir^;
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All of the enumerated conditions, although not expressly exhaustive of the relevant; "emergency" conditions* concern events *having* the control of both the Foreign Service and the individual employee. *It* circumstances in this case are in fact of this type nor are they encompassed within the ordinary meaning of the term "emergency." Thus, it would appear that support cannot be found for your claim in this regulation.

The second possible theory is based upon the Temporary Storage provisions of 6 r/>I I75*2a, which authorizes storage for up to three months of personal and household effects of employees who are transferred overseas to another country in order to obtain relief to be obtained there. It must be traced that the

is affected:

regulation. Cited above expressly are "personal effects such as motor vehicles, and household effects" defined in the Foreign Service Act of 1946 as "personal and household effects" to include "movable property and effects of such nature as are mentioned in pertinent regulations." In the case of *United States v. ...* both the regulations and the statute distinguish between "personal and household effects" and

In this case, you claimed that, which you did not disclose, of post-arrival for a trip to the delivery of the automobile in Italy. You also chose not to advise your Government of a vested interest in the

you or the Government should bear the risk of loss incurred as a consequence of your actions. You and your family should bear the risk on the ground that you could have delayed delivery of the automobile from Italy and thus avoid the

would probably have been In excess of Chose costs
 Incurred In this country. Ar.d you further nslnain
th?.Z the alternative suggested *by* the gcvcrnnctic did
 tiot cffarci adequate protection against theft or damage.
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 option of £sf&;'i;V', Cite ear 5.ri Utishln^tor! at
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 sur>Dort such action'. They dictlnguish bet\7een
 household effects and niotor vehicles, no doubt because
 storage of the jiorxsr 1B both Xc^-s costly end taare
 necessary th£in Eto::r^c of en automobile i;hile a
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 been less than cor.-<srable exp^n;)C3 In Italy rr.s
 and Is purely fortuitous
 under the regulations, tio basis for relief.

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Glice, the Board Is obliged to reject:
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cc: /?Eil/G - Mr.
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