

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

September 17, 2004

GSBCA 16418-TRAV

In the Matter of BELINDA BERRY

Belinda Berry, Walnut Creek, CA, Claimant.

Charles N. Stowell, Financial Management Specialist, Bureau of Resource Management, Department of State, Washington, DC, appearing for Department of State.

DANIELS, Board Judge (Chairman).

While State Department employee Belinda Berry was serving a tour of duty in Baghdad, Iraq, she was authorized a regional rest break in Amman, Jordan. In Amman, Ms. Berry attempted to use her Government credit card to withdraw money from an automated teller machine (ATM). The card was rejected. Ms. Berry twice called Citibank, the issuer of the card, to learn the reason for the rejection. The calls cost \$350.75. Ms. Berry contends that the State Department is responsible for this charge, and the Department denies responsibility.

Background

Under the State Department's rules, an employee like Ms. Berry who served a six-month tour of duty in Iraq which began in 2004 prior to July 11 was entitled to two Government-funded regional rest breaks of one week each during the tour. When on each rest break, the employee was placed on administrative leave.

Ms. Berry reported to Baghdad in January 2004. While there, in accordance with State Department practice, she was given blanket travel orders which permitted her to travel to Amman and various other cities. These orders listed total transportation expenses as \$7000 for airline flights and \$100 for taxicab fares.

In March, Ms. Berry traveled to Amman for her first regional rest break. Two days after arriving in Amman, she encountered the problem with the credit card and made the phone calls in question. When she spoke with a representative of Citibank, she learned that her card had been suspended because she had not paid the outstanding balance in full within twenty-five days of Citibank's issuance of a statement to her.

Ms. Berry maintains that the State Department's "unconscionable delinquency" in processing an earlier voucher was the cause of her failure to pay the credit card bill on time – and consequently, of the suspension of the card and her need to pay for the telephone calls to the card issuer to inquire into the suspension. She says that she submitted on January 28, 2004, a voucher in the amount of nearly \$3000 for her costs of travel from the United States to Baghdad, and that the State Department had not reimbursed her for those costs at the time of her rest break in Amman. (The Department says that it received the voucher on February 27 and funded reimbursement on March 12.) Ms. Berry explains that because she did not have sufficient funds in her bank account to permit payment of the entire credit card bill, her house-sitter, who routinely paid her bills, was able to make only partial payment of this particular bill. The employee contends further that she was not warned that failure to make full payment of credit card charges would result in discontinuance of the card.

Discussion

The State Department has no liability for the cost of Ms. Berry's phone calls regarding her Government credit card. There was no particular reason for Ms. Berry to use the card during her stay in Amman. As prescribed by the Department of State Foreign Affairs Handbook regarding financial management procedures, the card was to be used "for official travel expenses only." 4 FAH-3 H-466.4-1 (May 30, 1995). When a State Department employee is on leave for rest and recuperation (R&R), however – such as a Baghdad-based employee on a regional rest break to Amman – the employee is responsible for her own expenses. See 6 FAM (Department of State Foreign Affairs Manual) 125.17 (May 9, 2003) (making clear that the Department pays only for travel expenses for R&R periods). Ms. Berry has not established that she needed the card for any official travel expenses while she was in Amman.

The employee contends that she needed cash with which to purchase taxicab rides while she was in Amman. It is conceivable that payment for one such ride – from her hotel to the airport for the return flight to Baghdad – would have been an appropriate use of some of the \$100 she was authorized to spend on cabfare while traveling during her six months in Baghdad. This fare would have been no more than a minor expense, however, and we do not understand why it could not have been handled in standard fashion – paid from the employee's own funds and reimbursed in accordance with the Department's procedures for travel claims. See 4 FAH-3 H-465.1. Thus, even if the Government credit card could legitimately have been used to get Jordanian dinars from an ATM in Amman, Ms. Berry surely could have secured dinars in some other way of her own choosing.

Because Ms. Berry did not need her Government credit card while she was in Amman, she could easily have inquired about difficulties in using that card at a later date and through other, less expensive means than making phone calls from Amman. She is responsible for the financial implications of her own decision to pursue the matter at that time and in that manner.

We add a further comment regarding Ms. Berry's contention that the State Department's tardy payment on a travel voucher she submitted was the cause of her agent's inability to pay her Government credit card bill in full. Under the Department's rules regarding the use of these cards, a cardholder is liable for all billed charges (except when a

lost or stolen card is promptly reported) and must pay the entire amount billed within twenty-five days of the statement date. Partial payments are expressly forbidden. An employee's use of a card for which payments are delinquent may be suspended. 4 FAH-3 H-466.1, .5-1, .6-1, .8(a). These rules are reiterated in the Citibank Government Services Travel Card Program Cardholder Account Agreement, which each cardholder is required to sign prior to being issued a card. There is no exception, under the Foreign Affairs Handbook or the Cardholder Account Agreement, for instances in which a cardholder might be short of funds because an anticipated agency reimbursement has not been made in timely fashion. These principles are consistent with the general rule that consequential damages may not be paid in claims by federal civilian employees for travel or relocation expenses. See Donald P. Krump, GSBCA 16395-RELO (July 16, 2004); John V. Duncan, GSBCA 15230-RELO, 00-2 BCA ¶ 30,950.

STEPHEN M. DANIELS
Board Judge