



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

October 24, 2007

CBCA 791-TRAV

In the Matter of MARGARET M. LALLY

Margaret M. Lally, FPO Area Europe, Claimant.

Mark A. Sullivan, Office of the Director, Dependents Schools, Department of Defense, APO Area Europe, appearing for Department of Defense.

DRUMMOND, Board Judge.

Margaret Lally, claimant, is a teacher at Naples Elementary School in Italy and an employee of the Department of Defense Dependents Schools-Europe (DODDS-E). On March 18, 2007, claimant received notice that her brother had passed away. Claimant was approved for emergency visitation travel (EVT) to attend the funeral in Dallas, Texas. Claimant self-arranged her roundtrip EVT, which consisted of six separate flights. Four of the flights were either business or first class, and only the flights from Naples to Rome and back were coach class. Upon returning to Italy, claimant submitted a claim for her EVT travel and received reimbursement of \$1088 for airline tickets.

Claimant challenges the agency's decision not to reimburse her for the premium class airline tickets that she purchased. Claimant now seeks reimbursement of approximately \$4200. She contends that she is entitled to full reimbursement of her expenses because (1) premium class tickets were the only seats available, (2) coach class tickets were only slightly less expensive, and (3) there was not enough time to process her travel orders before she needed to travel. The agency asserts that the Board lacks jurisdiction over this claim because Ms. Lally is a member of a collective bargaining unit covered by a negotiated grievance procedure (NGP), which does not exclude this issue, and claimant has already filed a grievance on this same issue. The agency has submitted a copy of the collective bargaining agreement, which became effective June 23, 1994, and continues to be effective.

As suggested by the agency, we have no authority to consider claimant's request. Where a collective bargaining agreement provides procedures for resolving grievances which are within the scope of the agreement, and the agreement does not explicitly and unambiguously exclude the disputed matter from those procedures, the procedures are the exclusive administrative means for resolving the matter. *Rolando J. Jimenez*, GSBCA 16570-TRAV, et al., 05-1 BCA ¶ 32,916; *Carla Dee Gallegos*, GSBCA 14609-RELO, 99-1 BCA ¶ 30,300. Claimant is a member of a collective bargaining unit whose actions are governed by the negotiated agreement between Overseas Federation of Teachers and the agency. That agreement establishes the only administrative procedure available to bargaining unit employees for the processing and disposition of grievances other than specifically-excluded matters, and reimbursement of travel expenses is not a specifically-excluded matter. Consequently, claimant must use the agreement's procedures, not the Board's, for resolving her claim.

This case is dismissed.

JEROME M. DRUMMOND
Board Judge