



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

February 5, 2007

CBCA 501-TRAV

In the Matter of JAMES E. VINSON

James E. Vinson, Branchland, WV, Claimant.

Robert I. Knapp, Lock and Dam Maintenance Supervisor, Huntington District, United States Army Corps of Engineers, Department of the Army, Huntington, WV, appearing for Department of the Army.

GOODMAN, Board Judge.

This case was docketed at the General Services Administration Board of Contract Appeals (GSBCA) as GSBCA 16982-TRAV. On January 6, 2007, pursuant to section 847 of the National Defense Authorization Act for Fiscal Year 2006, Pub. L. No. 109-163, the GSBCA was terminated and its cases, personnel, and other resources were transferred to the newly-established Civilian Board of Contract Appeals (CBCA). This case was docketed by the CBCA as CBCA 501-TRAV. The holdings of the GSBCA and other predecessor boards of the CBCA are binding on this Board. *Business Management Research Associates, Inc. v. General Services Administration*, CBCA 464 (Jan. 18, 2007).

Claimant is a former employee of the Department of the Army's Corps of Engineers. He has asked us to review the agency's denial of certain expenses incurred during temporary duty travel in 2003 when he was employed by the agency.

We have no authority to consider claimant's request for review. Pursuant to the Civil Service Reform Act of 1978, 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; *Wilbur D. Abrams*, GSBCA

15045-TRAV, 99-2 BCA ¶ 30,481; *Carla Dee Gallegos*, GSBCA 14609-RELO, 99-1 BCA ¶ 30,300. While claimant was employed by the agency, he was a member of a bargaining unit whose actions are governed by the National Agreement between U.S. Army Engineer District Huntington and the American Federation of Government Employees Local #1938. That agreement contains a detailed administrative procedure, including an appeal process of arbitration, available to bargaining unit employees for the processing and disposition of a grievance, the definition of which includes “any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.” Identical language in other collective bargaining agreements has been interpreted to include claims for travel expenses within the definition of grievance. *See, e.g., Rolando J. Jimenez*. The agreement contains specifically-excluded matters to which its administrative procedure does not apply, but reimbursement for travel expenses is not a specifically-excluded matter.

Consequently, claimant was required to use the agreement’s procedures, not this Board’s, for resolution of his complaint. Claimant did not avail himself of the agreement’s procedures while he was employed by the agency.¹

The case is dismissed.

ALLAN H. GOODMAN
Board Judge

¹ Claimant’s initial submission in this case states that the president of the claimant’s former union had recently advised him after his retirement to submit his claim to the GSBCA. Whether that advice was given or not, it cannot cause us to alter our legal conclusions as to our jurisdiction over the case.