



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

October 2, 2009

CBCA 1632-RELO

In the Matter of TIMOTHY PETER BAKER

Timothy Peter Baker, Mobile, AL, Claimant.

Diane Foose, Office of the Principal Legal Advisor, Immigration and Customs Enforcement, Department of Homeland Security, Washington, DC, appearing for Department of Homeland Security.

KULLBERG, Board Judge.

Claimant, Timothy Peter Baker, seeks to recover expenses, of an unspecified amount, that he contends were not reimbursed after he was reassigned to the Washington, D.C., area. While employed by Immigration and Customs Enforcement (ICE) as a law enforcement officer and physical security specialist, Mr. Baker was subject to the terms of a collective bargaining agreement (CBA) that set forth the exclusive procedures for resolving employee grievances. The CBA applied to Mr. Baker during all of the events related to his claim. In the absence of an exception in the CBA that would allow for the resolution of relocation or travel-related claims by this Board, the grievance procedures in the CBA are Mr. Baker's only recourse. Under such circumstances, this Board has no jurisdiction over Mr. Baker's claim.

Background

During Mr. Baker's employment with ICE, he was subject to the terms of a CBA between the American Federation of Government Employees (AFGE) and ICE. Article 47 of the CBA stated the following: "This negotiated procedure shall be the exclusive procedure

available to the Union and employees in the unit for resolving grievances which come within its coverage, except as specifically provided in [subparagraph] B below.” Those excepted items listed in subparagraph B to Article 47 of the CBA did not include claims related to relocation or travel.

Mr. Baker was reassigned to the Washington, D.C., area by orders dated March 22, 2007. On May 29, 2007, Mr. Baker submitted to ICE his claim for costs related to his travel and lodging, and ICE reimbursed him for a portion of those claimed costs on June 21, 2007. Mr. Baker’s employment with ICE ended on June 24, 2007. Subsequently, Mr. Baker filed this claim with the Board in which he contends that his travel to the Washington, D.C., area should have been reimbursed as a temporary duty since he did not permanently relocate to that area.

Discussion

The threshold issue in this matter is the Board’s jurisdiction in light of the grievance procedures set forth under the CBA. Federal statute states that the procedures set forth in a CBA “shall be the exclusive administrative procedures for resolving grievances which fall within its coverage.” 5 U.S.C. § 7121(a)(1) (2000). A CBA “may exclude any matter from the application of the grievance procedures which are provided for in the agreement.” *Id.* § 7121(a)(2). It is well established that where a CBA unambiguously provides the exclusive grievance procedure for an employee, this Board has no authority to decide that employee’s relocation claim unless such claims are specifically excepted from the terms of the CBA. *Robert Stanislaw*, CBCA 1503-RELO, 09-2 BCA ¶ 34,193, at 168,990; *Forrest S. Ford*, CBCA 1289-RELO, 09-2 BCA ¶ 34,163, at 168,901; *Thomas F. Cadwallader*, CBCA 1442-RELO, 09-1 BCA ¶ 34,077, at 168,484. Article 47 of the CBA provided the exclusive remedy for resolving grievances, and that agreement made no provision for resolving relocation or travel claims outside of those grievance procedures. All of the events relevant to Mr. Baker’s claim arose while he was employed by ICE and subject to the CBA’s terms. The Board, consequently, has no authority to make any ruling as to the merits of this case.

Mr. Baker argues that he is no longer an ICE employee and that this Board is his only recourse. It is well established that where a claim accrues while an employee is subject to the terms of a CBA, that employee’s claim can only be resolved under the CBA’s grievance procedures, even after his or her employment ends. *See Aamodt v. United States*, 976 F.2d 691, 693 (Fed. Cir. 1992); *Muniz v. United States*, 972 F.2d 1304, 1313 (Fed. Cir. 1992); *Paul D. Bills*, B-260475 (June 13, 1995). Regardless of Mr. Baker’s employment status, the fact remains that his only remedy is the grievance procedures in the CBA.

Decision

This claim is dismissed for lack of jurisdiction.

H. CHUCK KULLBERG
Board Judge