



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

DISMISSED: February 2, 2012

CBCA 2665-RELO

In the Matter of TODD MANISCALKI

Todd Maniscalki, Havre de Grace, MD, Claimant.

Eric J. Feustal, Office of the Staff Judge Advocate, Army Research, Development and Engineering Command, Department of the Army, Aberdeen Proving Ground, MD, appearing for Department of the Army.

SHERIDAN, Board Judge.

Claimant, Todd Maniscalki, requests this Board's review of the denial by the United States Army Research, Development and Engineering Command (RDECOM) of his request for reimbursement of \$7603.67 in real estate expenses incurred pursuant to a permanent change of station (PCS) transfer. We dismiss the case because we have no authority to resolve it.

Background

On October 7, 2009, claimant was presented with a transfer of function letter which informed him that as a result of the Base Realignment and Closure (BRAC) Act of 2005, the position that he held at Fort Monmouth, New Jersey, had been identified for transfer to Aberdeen Proving Ground (APG), Maryland. On December 20, 2009, claimant signed a transportation agreement stating he would transfer to APG.

Claimant entered into a contract to purchase a home in Maryland on December 22, 2009, and completed the purchase on January 22, 2010. Claimant received his PCS orders on March 2, 2010.

RDECOM informed claimant his application for reimbursement of real estate expenses was denied because the home purchase occurred prior to his receipt of orders authorizing relocation and reimbursement of expenses.

Claimant requests that the Board review the RDECOM's denial of his claim. As a threshold issue, the agency asserts this Board does not have jurisdiction to resolve this matter as claimant is an employee subject to a negotiated agreement that provides the sole dispute resolution procedure for this matter.

Discussion

Claimant is a member of the bargaining unit which is covered by a negotiated agreement between the American Federation of Government Employees Local 1904 (AFL-CIO) and the United States Army Communications-Electronics Command (a predecessor to RDECOM).¹ Section Four of Article 24 of the agreement provides that the grievance procedures bargained for in the agreement "shall be the exclusive procedure available to the Union and employees in the bargaining unit for resolving such grievances except as provided in Section 5 of this Article." Section Five exclusions do not apply to the case at hand.

Statute commands that the grievance procedures in any collective bargaining agreement involving federal employees be "the exclusive administrative procedures for resolving grievances which fall within [their] coverage." 5 U.S.C. § 7121(a)(1) (2006). The grievance procedure is the exclusive procedure provided for in the negotiated agreement for resolving such issues, and review by this Board is not part of the procedure. *Thomas F. Cadwallader*, CBCA 1442-RELO, 09-1 BCA ¶ 34,077; *Michael F. McGowan*, CBCA 1290-RELO, 09-1 BCA ¶ 34,056. Consequently, we must dismiss this case.

¹ The agency proffers that the negotiated agreement, dated January 6, 1981, was the agreement in place during the period in issue. There is no evidence in the record contrary to these assertions. Accordingly, the agreement remains in effect. *Rafal Filipczyk*, CBCA 1122-TRAV, 08-2 BCA ¶ 33,886, *aff'd on reconsideration*, 08-2 BCA ¶ 33,953.

Decision

The case is dismissed.

PATRICIA J. SHERIDAN
Board Judge