



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

July 5, 2018

CBCA 6097-TRAV

In the Matter of DAVID P. MEYER

David P. Meyer, Trenton, IL, Claimant.

Anne M. Schmitt-Shoemaker, Deputy Director, Finance, United States Army Corps of Engineers, Millington, TN, appearing for Department of the Army.

BEARDSLEY, Board Judge.

Claimant, David P. Meyer, is employed by the Corps of Engineers, St. Louis District (the agency). Mr. Meyer claimed and was reimbursed \$138.13 for fuel expenses incurred for a rental car during his temporary duty (TDY) trip to Minnesota. The agency notified Mr. Meyer on April 11, 2018, that he had been improperly reimbursed the \$138.13 claimed for fuel expenses. On April 18, 2018, Mr. Meyer filed a claim with the Board disputing the agency's claim for repayment of \$138.13.

On May 13, 2018, Mr. Meyer filed a step 1 grievance pursuant to the collective bargaining agreement between the United States Army Corps of Engineers, St. Louis District and National Federation of Federal Employees ("NFFE"), Local 405. Mr. Meyer's grievance alleged that the agency was not entitled to repayment of the \$138.13. The management's May 16, 2018, response to Mr. Meyer's grievance found that Mr. Meyer did not have to repay the agency \$138.13.

"[T]he grievance procedures in a collective bargaining agreement applicable to a claim of a covered federal employee shall be 'the exclusive administrative procedures for resolving grievances which fall within its coverage.'" *See James R. Davison, CBCA 5454-TRAV, 17-1 BCA ¶ 36,890, at 179,781-82 (citing 5 U.S.C. § 7121(a)(1) (2012))*. Unless the collective bargaining agreement explicitly and unambiguously excludes a claim from the mandatory grievance procedures between the employee and the agency, the

grievance procedure is the “sole and exclusive” procedure for resolving a travel reimbursement claim of a covered employee. *Id.* at 179,782 (citing *Dunkleberger v. Merit Systems Protection Board*, 130 F.3d 1476, 1480 (Fed. Cir. 1997), and *Walter S. Hammermeister*, CBCA 4891-RELO, 16-1 BCA ¶ 36,194, at 176,577 (2015)).

As evidenced by the step 1 grievance filed by Mr. Meyer and the response of management as part of the grievance procedure, Mr. Meyer’s claim is covered by the grievance procedure of the collective bargaining agreement, and Mr. Meyer is a covered employee. Therefore, this Board lacks authority to consider Mr. Meyer’s claim.

Decision

For the foregoing reasons, the claim is dismissed.

Erica S. Beardsley

ERICA S. BEARDSLEY

Board Judge