



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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February 26, 2019

CBCA 6287-RELO

In the Matter of JARED P. ORVEK

Jared P. Orvek, San Antonio, TX, Claimant.

Irene Treviño, Chief, Affirmative Employment Staffing Section, 802 Force Support Squadron, 502d Air Base Wing, Department of the Air Force, Joint Base San Antonio, TX, appearing for Department of the Air Force.

**BEARDSLEY**, Board Judge.

Mr. Jared P. Orvek, claimant, indicated that he belongs to a collective bargaining unit. Our review of the collective bargaining agreement (CBA)<sup>1</sup> provided by claimant confirms that it contains an exclusive, negotiated grievance procedure with no exceptions for travel or relocation disputes. “[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.’” *David P. Meyer*, CBCA 6097-TRAV, 18-1 BCA ¶ 37,081 (quoting *James R. Davison*, CBCA 5454-TRAV, 17-1 BCA ¶ 36,890, at 179,782-83 (quoting 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 relocation reimbursement claim of a covered employee. *Davison*, 17-1 BCA at 179,783 (citing *Dunkleberger v. Merit Systems Protection Board*, 130 F.3d 1476, 1480 (Fed. Cir. 1997), and *Walter S. Hammermeister*, CBCA 4891-

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<sup>1</sup> The CBA at issue is a labor agreement between the 37<sup>th</sup> Training Wing, Lackland Air Force Base, Texas, and the American Federation of Government Employees (AFGE) Local 1367.

RELO, 16-1 BCA ¶ 36,194, at 176,577 (2015)); *see also Cyril D. Oram, Jr.*, CBCA 5906-RELO, 18-1 BCA ¶ 36,960 (2017).

Claimant asks that the CBCA decide his claim because he has received “no additional information or viable response” to his inquiry or other assistance from his union representative. However, the statute making grievances “the exclusive” avenue for resolving disputes under CBAs is unequivocal. 5 U.S.C. § 7121(a)(1). Therefore, we lack authority to proceed, and we dismiss the case.

*Erica S. Beardsley*

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ERICA S. BEARDSLEY

Board Judge