



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

November 7, 2019

CBCA 6591-RELO

In the Matter of PHILLIP C. RHODES

Phillip C. Rhodes, Colstrip, MT, Claimant.

Lynn Stapor, Chief, Division of Accounting Operations, Bureau of Indian Affairs, Department of the Interior, Reston, VA, appearing for Department of the Interior.

BEARDSLEY, Board Judge.

Phillip C. Rhodes, claimant, seeks our review of the Bureau of Indian Affairs' (BIA) demand for repayment of \$14,323.03 in relocation expenses. BIA claims the expenses were improperly reimbursed because Mr. Rhodes resigned before completing a full year of employment with the agency. Pursuant to our August 30, 2019, order requesting that the parties indicate whether the employee is covered by a collective bargaining agreement (CBA), BIA confirmed that Mr. Rhodes is, in fact, covered by a CBA titled Department of the Interior, Assistant Secretary – Indian Affairs, Bureau of Indian Affairs, Bureau of Indian Education, Office of the Secretary/Office of the Special Trustee for American Indians and Federation of Indian Service Employees (FISE), American Federation of Teachers, Local 4524. By statute, the grievance procedures set forth in a collective bargaining agreement are “the exclusive administrative procedures for resolving grievances which fall within its coverage.” 5 U.S.C. § 7121(a)(1) (2012); *James R. Davison*, CBCA 5454-TRAV, 17-1 BCA ¶ 36,890, at 179,782-783 (quoting 5 U.S.C. § 7121(a)(1)).

The CBA under which Mr. Rhodes is a covered federal employee provides that the negotiated procedure it sets forth is the “sole and exclusive” avenue for resolving grievances. CBA art. 25 § 1. The CBA defines “grievance” as any complaint:

(1) By any bargaining unit employee concerning any matter relating to their employment; or

...

(3) By any bargaining unit employee, the Union, or Management concerning:

(a) The effect or interpretation or a claim of breach of this Agreement; or

(b) Any claimed violation, misinterpretation of any law, rule or regulation affecting conditions of employment.

CBA art. 25 § 2. Unless the CBA “explicitly and unambiguously” excludes a claim from its coverage, the procedure set forth therein is the “sole and exclusive” procedure for resolving a covered employee’s relocation reimbursement claim. *Jared P. Orvek*, CBCA 6287-RELO, slip op. at 1 (Feb. 26, 2019); *Davison*, 17-1 BCA at 179,783 (“language making the grievance procedures applicable to [a disagreement] involving the interpretation of any law, rule, or regulation affecting ‘conditions of employment’ subsumes travel and relocation expenses” (citing *Nathan Patrick*, CBCA 4999-RELO, 16-1 BCA ¶ 36,341, at 177,196)). Accordingly, depending on their terms, collective bargaining agreements can govern claims in which a covered federal employee disputes an agency’s demand for repayment of a reimbursement that was granted improperly. *David P. Meyer*, CBCA 6097-TRAV, 18-1 BCA ¶ 37,081, at 108,491 (federal employee’s claim disputing agency’s claim for repayment of improper reimbursement for travel expenses dismissed where employee was covered by collective bargaining agreement).

Mr. Rhodes asserts that the term in his employment contract providing that entitlement to relocation expenses is contingent upon completing one year of service with the agency should not apply here because the agency forced him, without cause, to resign, preventing him from completing his first year. While the Board acknowledges Mr. Rhodes’s argument and claim, we are barred from deciding this issue.

As a covered bargaining unit employee, Mr. Rhodes is obligated to follow, exclusively, the grievance procedures under the CBA. The CBA does not provide any exclusions for claims relating to reimbursement of relocation expenses. Therefore, the Board lacks authority to review the relocation reimbursement claim.

Decision

For the foregoing reasons, the claim is dismissed.

Erica S. Beardsley

ERICA S. BEARDSLEY

Board Judge