



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

May 20, 2019

CBCA 6332-TRAV

In the Matter of RICHARD A. BIHARY

Richard A. Bihary, Warren, MI, Claimant.

Connie J. Rabel, Director, Travel Mission Area, Enterprise Solutions and Standards, Defense Finance and Accounting Service, Indianapolis, IN, appearing for Department of Defense.

SOMERS, Board Judge (Chair).

Richard A. Bihary, claimant, indicated that he belongs to a collective bargaining unit. The collective bargaining agreement (CBA) is a labor agreement between all professional and non-professional bargaining unit employees assigned to one of nine employers listed in section A of the agreement and Local 1658, American Federation of Government Employees (AFGE), AFL-CIO. The CBA 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 CBA 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.

Mr. Bihary’s CBA does not exclude travel reimbursement claims from the grievance procedures outlined in article 42, section G, Grievance Procedures. Section G contains a list of items that are excluded from coverage under the negotiated grievance procedure. Travel

is not on the list. Because claimant is covered under a CBA that does not explicitly exclude his claim from the mandatory grievance procedures, the Board lacks authority to consider Mr. Bihary's claim.

Decision

For the foregoing reasons, the claim is dismissed.

Jeri Kaylene Somers
JERI KAYLENE SOMERS
Board Judge