UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

September 18, 2025

CBCA 8281-RELO, 8282-RELO

In the Matter of MELVIN C.

Melvin C., Claimant.

Keith A. Mills, Deputy Director, and Elizabeth S. Moseley, Agency Representative, Finance Center, United States Army Corps of Engineers, Millington, TN, appearing for Department of the Army.

SULLIVAN, Board Judge.

Claimant brought two claims to the Board. Because the Board resolves the claims on the same basis, we issue a single decision. In the first claim (CBCA 8281-RELO), claimant sought reimbursement of costs that he incurred when relocating from a duty station outside the continental United States in 2016. In the second (CBCA 8282-RELO), claimant challenged the agency's processing of three requests for reimbursement for expenses he incurred in 2012 during his relocation within Arizona. Because claimant was covered by a collective bargaining agreement (CBA) when both claims arose, the Board lacks authority to consider the claims.

Background

The agency asks that the claims be dismissed because claimant was subject to a CBA that was in effect until December 2017. The CBA contained grievance procedures, as required by law, that permitted an employee to seek redress of "any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment." Agency's Response, Enclosure 1, Labor-Management Agreement between United States Army Corps of Engineers, Los Angeles District, and National Federation of Federal Employees, Local No. 777, at 6, 21-22. The CBA provided that the grievance

procedure "shall be the exclusive procedure for resolving employee grievances that fall within its coverage." *Id*. at 23. The CBA listed thirteen items that could not be challenged through the grievance procedure, but travel and relocation claims are not among the items listed. *Id*. at 22-23.

Claimant does not dispute that he was covered by a CBA at the time both claims arose. Instead, he argues that he had the option either to use the grievance procedure or to bring his appeals to the Board. In making this argument, claimant relies upon the language of the CBA that provides an option for employees to present certain grievances to other agencies:

> An aggrieved employee affected by matters appealable to the Merit Systems Protection Board (MSPB) or the Equal Employment Opportunity Commission (EEOC), or any other applicable statutory procedure, may choose to raise the matter under the applicable statutory procedure or file an employee grievance, but not both.

CBA at 21.

Discussion

The Civil Service Reform Act (CSRA) provides that a CBA between a federal agency and its employees shall contain procedures for resolving grievances and that these "procedures shall be the exclusive administrative procedures for resolving grievances which fall within its coverage." 5 U.S.C. § 7121(a)(1) (2018). The statute contains two exceptions to this requirement. One, an employee may seek redress for prohibited personnel practices and other matters before the MSPB or the EEOC. *Id*. §§ 7121(d), (e), (g). Two, "any collective bargaining agreement may exclude any matter from the application of the grievance procedures which are provided for in the agreement." *Id*. § 7121(a)(2). This second exception has been interpreted narrowly so that "no review outside that [grievance] procedure may take place unless the parties to the agreement have explicitly and unambiguously excluded the matter from the procedure." *Rafal Filipczyk*, CBCA 1122-TRAV, 08-2 BCA ¶ 33,886, at 167,713 (citing *Dunklebarger v. Merit Systems Protection Board*, 130 F.3d 1476, 1478 (Fed. Cir. 1997)).

The Board has no authority to consider travel and relocation claims from employees covered by a CBA unless the CBA specifically excludes travel and relocation claims from its grievance procedures. *E.g.*, *Amy P.*, CBCA 8252-RELO, 25-1 BCA ¶ 38,750, at 188,380-81; *Tiffany M. Washington*, CBCA 4879, 16-1 BCA ¶ 36,280, at 176,939, *reconsideration denied*, 17-1 BCA ¶ 36,603 (2016). In cases in which we have determined

that we have authority, the CBA specifically permitted claims to be presented to the Board. *E.g.*, *Leeza R.*, CBCA 8249-TRAV, 25-1 BCA ¶ 38,767, at 188,415; *Todd Chandler*, CBCA 3593-TRAV, 14-1 BCA ¶ 35,536, at 174,137-38.

The CBA at issue here does not contain an explicit exception allowing relocation claims to be presented to the Board. Claimant cites to the language regarding the option to present claims to the MSPB or the EEOC, but this language tracks the statutory exceptions set forth in the CSRA. There is no exception in the statute for travel or relocation claims to be presented to the Board. *See* 5 U.S.C. § 7121. Absent such statutory language or language in the CBA, the Board is left without authority to adjudicate the claims.

The Board did find in *Charles A. Houser*, CBCA 2149-RELO, 11-1 BCA ¶ 34,769, at 171,111-12, that language similar to the provision relied upon by claimant provided the Board with authority to adjudicate the claim. But that decision is at odds with the requirement that a provision of a CBA must specifically and explicitly exclude the matter from the grievance procedure if it is to be considered outside that procedure. The *Houser* decision does not provide a basis for a different determination in these cases.

Decision

The claims are dismissed.

Marian E. Sullivan

MARIAN E. SULLIVAN
Board Judge