

# Board of Contract Appeals

General Services Administration  
Washington, D.C. 20405

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September 7, 2000

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GSBCA 15245-RELO

In the Matter of MICHAEL D. BOSFORD

Michael D. Bosford, Middleburg, FL, Claimant; and Gina A. Taylor, Staff Attorney, National Federation of Federal Employees, Washington, DC, appearing for Claimant.

Richard J. Oppedisano, Civilian Personnel Officer, Watervliet Arsenal, Watervliet, NY, appearing for Department of the Army.

**DANIELS**, Board Judge (Chairman).

Michael D. Bosford seeks from his former employer, the Department of the Army's Watervliet Arsenal, relocation benefits associated with Mr. Bosford's move to Jacksonville, Florida, to assume a similar position with the Naval Air Station in that community. Mr. Bosford applied for the job in Florida after being informed that he was subject to involuntary separation due to a reduction-in-force at the Watervliet Arsenal. After he accepted the Florida position, but before he moved, he was offered another, lower-ranking job at Watervliet and declined to accept it.

The Board may not settle the claim at issue in this case because the matter is the subject of a grievance which was filed by the employee under a collective bargaining agreement. The Civil Service Reform Act provides that generally, procedures set out in such an agreement "shall be the exclusive administrative procedures for resolving grievances which fall within its coverage." 5 U.S.C. § 7121(a)(1) (1994). If a matter is entrusted to a grievance procedure, no review outside that procedure may take place unless the parties to the agreement have explicitly and unambiguously excluded that matter from the procedure. Dunkleberger v. Merit Systems Protection Board, 130 F.3d 1476 (Fed. Cir. 1997); Muniz v. United States, 972 F.2d 1304 (Fed. Cir. 1992); Carter v. Gibbs, 909 F.2d 1452 (Fed. Cir.), cert. denied, 498 U.S. 811 (1990). The case must be dismissed. E.g., James M. Brewer, GSBCA 14936-RELO, 99-2 BCA ¶ 30,503; Claudia J. Fleming-Howlett, GSBCA 14236-RELO, 98-1 BCA ¶ 29,534; Bernadette Hastak, GSBCA 13938-TRAV, et al., 97-2 BCA ¶ 29,091.

Notwithstanding the provisions of the collective bargaining agreement, the union representing Mr. Bosford and the management of the Watervliet Arsenal have asked that the

judge to whom the case was assigned provide an evaluation of the claim, for the parties to consider in reaching a voluntary settlement. The judge has written such an evaluation and has provided it to the claimant, his union, and Arsenal management. The evaluation does not constitute a decision of the Board, however, and consequently will not be published.

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STEPHEN M. DANIELS  
Board Judge