

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

February 7, 2001

GSBCA 15369-RELO

In the Matter of BYRON D. CAGLE

Byron D. Cagle, McAllen, TX, Claimant.

W. David Sims, Acting Travel Team Leader, Accounting Services Agreement, United States Customs Service, Indianapolis, IN, appearing for Department of the Treasury.

BORWICK, Board Judge.

Claimant, Byron D. Cagle, is a civilian employee of the United States Customs Service, Department of the Treasury (agency). Claimant contests the agency's denial of his request for reimbursement of temporary quarters subsistence expenses (TQSE). We dismiss this matter for lack of jurisdiction since claimant is covered by a collective bargaining agreement which is the exclusive administrative means for resolving the matter.

The agency transferred claimant from Washington, D.C., to Pharr, Texas. During claimant's move, he stayed in Williamsburg, Virginia, from November 13-14, 1999, and in San Antonio, Texas, from November 20-21, 1999. Claimant sought TQSE reimbursement for those stays. Williamsburg, Virginia, is about one hundred fifty miles from Washington, D.C., and San Antonio, Texas, is over two hundred thirty miles from Pharr, Texas. The agency denied claimant reimbursement because it determined that the location of claimant's temporary quarters was not in reasonable proximity to claimant's old and new duty stations.

Mr. Cagle is covered by an agreement between the National Treasury Employees Union and the agency, dated October 3, 1996. The agreement provides a dispute resolution procedure applicable to "any issue raised . . . by any employee in the bargaining unit concerning any matter relating to the employment of the employee." National Agreement, Article 31, § 3.A. Save for the specific exclusions in article four, the procedures set forth in article thirty-one "shall be the exclusive administrative procedure available to bargaining unit employees and the parties for resolving disputes falling within its coverage." National Agreement, Article 31, § 5. Article four does not specifically exclude relocation matters from its coverage.

Under the Civil Service Reform Act of 1978, where a collective bargaining agreement provides procedures for resolving grievances which are within the scope of the agreement, and the agreement does not explicitly and unambiguously exclude the disputed matter from these procedures, the procedures are the exclusive administrative means for resolving the dispute. Claudia J. Fleming-Howlett, GSBCA 14236-RELO, 98-1 BCA ¶ 29,534; Larry D. Morrill, GSBCA 13925, 98-1 BCA ¶ 29,528. This matter, therefore, must be dismissed for lack of jurisdiction, since the claimant must follow the disputes procedure mandated by the collective bargaining agreement.

ANTHONY S. BORWICK
Board Judge