

Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

November 15, 2000

GSBCA 15365-TRAV

In the Matter of KENNETH J. HJERPE

Kenneth J. Hjerpe, FPO Area Europe, Claimant.

Scott Garner, Office of the General Counsel, Department of the Navy, Virginia Beach, VA, appearing for Department of the Navy.

HYATT, Board Judge.

Claimant, Kenneth J. Hjerpe, seeks reimbursement for local transportation expenses incurred in Norfolk, Virginia. The Navy rejected his claim because he could have used a contracted bus or van service to and from his destinations. Claimant has requested that the Board review the disallowance of the expenses claimed.

In reviewing the materials submitted by claimant and the Navy, the Board noted that Mr. Hjerpe appeared to be a member of a union. The Board then wrote to both the claimant and the agency asking for clarification of whether Mr. Hjerpe is in fact a union member. In response, the Navy has confirmed that Mr. Hjerpe is a member of the National Maritime Union of America, which has a collective bargaining agreement with the Navy's Military Sealift Command (MSC). The agreement encompasses all MSC Atlantic civilian marine non-officer personnel, of which claimant is one. Under the collective bargaining agreement, there is a comprehensive grievance process which does not exclude disagreements pertaining to travel benefits.

On numerous occasions, the Board has recognized that if a claim concerning travel expenses is subject to resolution under the terms of a grievance procedure mandated within a collective bargaining agreement, we lack authority to settle the claim using our administrative procedures unless the agreement explicitly and clearly excludes the claim from its procedures. Bernadette Hastak, GSBCA 13938-TRAV, et al., 97-2 BCA ¶ 29,092; accord James M. Brewer, GSBCA 14936-RELO, 99-2 BCA ¶ 30,503; Gail Favela, GSBCA 14727-TRAV, 99-2 BCA ¶ 30,432; see also Dunklebarger v. Merit Systems Protection Board, 130 F.3d 1376 (Fed. Cir. 1997). Under the collective bargaining agreement, the grievance procedure is the exclusive avenue for redress available to claimant. The Board cannot resolve this matter. Accordingly, this claim is dismissed.

CATHERINE B. HYATT
Board Judge