

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

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January 8, 2003

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GSBCA 15966-TRAV

In the Matter of RHONDA N. SMITH

Rhonda N. Smith, Hyattsville, MD, Claimant.

Jason P. Cooley, Attorney Advisor, Office of Justice Programs, Department of Justice, Washington, DC, appearing for Department of Justice.

**HYATT**, Board Judge.

Claimant, Rhonda N. Smith, seeks reimbursement of cab fares incurred while on travel for temporary duty. The Board has no authority to review her claim because she is a member of a union whose collective bargaining agreement includes claims for travel reimbursement in the grievance procedure governing disputes between union members and the agency.

Background

Ms. Smith traveled to Atlanta, Georgia, on official business in February 2002. After being informed by the front desk clerk at her hotel that the nearest restaurants were some fifteen-twenty minutes away, she took cabs to and from the hotel for dinner. She paid for the cab fares out of her own pocket. Upon returning to her office, she reviewed the agency travel regulations and concluded that she should have been reimbursed for the cab fares. Ms. Smith then filed an amended travel voucher seeking reimbursement of the cab fares. The agency denied her claim.

In responding to Ms. Smith's request for the Board's review, the Department of Justice has submitted a copy of the applicable collective bargaining agreement, between the Office of Justice Programs (OJP) and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2830. Article 24 of the agreement provides that a grievance is "any complaint about any matter concerning employment or any complaint concerning the effect or interpretation of this Agreement or a claim of a breach of this Agreement or a breach, violation, misinterpretation or misapplication of any applicable law, rule, [or] regulation." Section 5 of article 24 states that the specified grievance process is the exclusive procedure available to employees for resolving complaints unless the matter is specifically excluded in section 2 of the same article. Travel and relocation benefits are not included in

the list of matters expressly excluded from the grievance procedure. The agency has also submitted an affidavit from the Director of the Office of Personnel for OJP confirming that Ms. Smith is a member of the union.

### Discussion

On numerous occasions, the Board has recognized that if a claim concerning travel or relocation 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, e.g., Guillermo Chavez, GSBCA 15805-RELO (Dec. 4, 2002); Mona Lisa Dogans, GSBCA 15861-TRAV, 02-2 BCA ¶ 32,000; Rebecca L. Moorman, GSBCA 15813-TRAV, 02-2 BCA ¶ 31,893; Ervin T. Upchurch, GSBCA 15459-TRAV (May 4, 2001); see also Dunkleberger v. Merit Systems Protection Board, 130 F.3d 1376 (Fed. Cir. 1997). Under the collective bargaining agreement applicable here, the grievance procedure is the exclusive avenue for redress available to claimant. The Board cannot resolve this matter. Accordingly, this claim is dismissed.

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CATHERINE B. HYATT  
Board Judge