

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

February 5, 2004

GSBCA 16255-TRAV

In the Matter of BENJAMIN P. WOOD

Benjamin P. Wood, Atlanta, GA, Claimant.

Robert M. Jackson, Manager, NAS Implementation Center, Federal Aviation Administration, Atlanta, GA, appearing for Department of Transportation.

HYATT, Board Judge.

Claimant, Benjamin P. Wood, seeks reimbursement of expenses related to travel for temporary duty. The Board has no authority to review his claim because he 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

Claimant is an electronic equipment technician for the Federal Aviation Administration (FAA) in the Southern Region. Claimant travels frequently on official business and, with the authorization of the FAA, uses a recreational vehicle (RV) for this purpose. The FAA, on an annual basis, issues to claimant a limited open travel authorization (LOA) for the use of a personally owned mobile dwelling. The LOA provides for a flat daily per diem rate to cover lodging, meals, and various miscellaneous expenses. Expenses ordinarily associated with the use of an RV include park lodging, park fees, insurance, RV maintenance, and the like.

In December 2002, Mr. Wood was detailed to Key West, Florida, for an assignment expected to last approximately thirty days. The flat rate authorized for Mr. Wood at this time was \$65 per day. Upon receiving this assignment, and prior to traveling to Key West, claimant contacted his office and explained that the pre-authorized \$65 flat rate would not suffice for Key West, particularly in December, when winter rates are in effect. The FAA amended claimant's travel orders to authorize a higher rate of reimbursement for the assignment in Key West; the orders authorized a rate of eighty percent of the per diem rate for commercial lodgings in Key West. Mr. Wood performed the travel and stayed in his RV.

Subsequently, the FAA determined that this was not permitted under its regulations and reduced his reimbursement to the actual cost of RV hookup plus sixty percent of the meals and incidental expenses allowance for the Key West area. Mr. Woods filed a grievance with the union, challenging the FAA's actions and seeking to be reimbursed in accordance with his travel orders as amended prior to his travel.

Mr. Wood's grievance action was denied initially, and has been elevated to the next step in the process. Claimant states that the reduction in his reimbursements has created a financial hardship. He also states that while he understands that the Board does not generally review claims involving matters subject to union procedures, he would like us to reconsider this precedent and evaluate his case on a special basis. The FAA has declined to respond to claimant's request for review.

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., Edmund J. Wiatr, Jr., GSBCA 16005-TRAV, 03-1 BCA ¶ 32,228; Rhonda N. Smith, GSBCA 15966-TRAV, 03-1 BCA ¶ 32,151; Guillermo Chavez, GSBCA 15805-RELO, 03-1 BCA ¶ 32,144 (2002); Mona Lisa Dogans, GSBCA 15861-TRAV, 02-2 BCA ¶ 32,000; Rebecca L. Moorman, GSBCA 15813-TRAV, 02-2 BCA ¶ 31,893; 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. We have no authority to carve out the exception to the rule that claimant requests. The Board cannot resolve this matter. Accordingly, this claim is dismissed.

CATHERINE B. HYATT
Board Judge