

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

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November 3, 2000

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GSBCA 15360-RELO

In the Matter of MYRA C. TATE

Myra C. Tate, Alpharetta, GA, Claimant

Judy Hughes, Travel Policy, Defense Finance and Accounting Service, Columbus, OH, appearing for Department of Defense.

**HYATT**, Board Judge.

Claimant, Myra C. Tate, transferred from Tampa, Florida to the Defense Contract Management Command in Roswell, Georgia in March 1999. Her claims for temporary quarters subsistence expenses, in particular for the costs of meals, were denied by the Defense Finance and Accounting Service (DFAS). Claimant has requested that the Board review the disallowance of the expenses claimed.

In reviewing the materials submitted by DFAS to explain its position, which included a copy of a collective bargaining agreement, the Board noted that Ms. Tate appeared to be a member of a union. The Board then wrote to both the claimant and the agency asking for clarification of whether Ms. Tate is in fact a union member. In response, DFAS has confirmed that claimant is a member of a bargaining unit. Under the collective bargaining agreement, there is a grievance process applicable to disagreements between the employee and agency management concerning "personnel policies, practices and any other matters affecting conditions of employment." Relocation benefits are not included in the list of matters expressly excluded from the grievance procedure.<sup>1</sup>

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

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<sup>1</sup>Although claimant refers to an "appeal or grievance option," this option relates only to allegations of discrimination or to challenges to actions resulting in removal or reduction in grade.

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 Dunkleberger 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.

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CATHERINE B. HYATT  
Board Judge