

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

March 25, 2002

GSBCA 15717-RELO

In the Matter of ROY BURRELL

Roy Burrell, Dallas, TX, Claimant.

J. Patrick O'Toole, Director, Division of Travel Management, Social Security Administration, Baltimore, MD, appearing for Social Security Administration.

BORWICK, Board Judge.

In this matter, Mr. Roy Burrell, claimant, an employee of the Social Security Administration (SSA or agency) contests the SSA's refusal to reimburse claimant for an additional period of eligibility for temporary quarters subsistence expense (TQSE) entitlement beyond the thirty day maximum allowed for the fixed-amount method of TQSE. We dismiss this matter for lack of jurisdiction.

After receiving his initial change of station travel order, which granted claimant thirty days of TQSE, claimant elected the fixed-amount TQSE reimbursement method.¹ Later, after discovering that he could not close on the purchase of his new residence within the initial thirty-day TQSE period, claimant requested an additional, but unspecified, period of TQSE to allow him to proceed to closing. The agency issued an amended authorization extending the TQSE period for an additional thirty days. Claimant states that in reliance upon the amended travel authorization, he incurred \$3500 of additional TQSE expenses. Upon submission of claimant's voucher for the additional expenses, SSA realized that claimant had elected the fixed-amount method of TQSE reimbursement and refused payment. Claimant appealed to this Board challenging the agency's refusal to reimburse him for the additional TQSE expenses incurred.

We do not reach the merits of this matter, because it is evident that we lack jurisdiction to settle the claim. As indicated in the record before the Board, claimant is a member of the American Federation of Government Employees (AFGE). AFGE's collective bargaining agreement (CBA) with SSA establishes a grievance procedure. Article twenty-four, section two of the CBA defines a "grievance" as any complaint "by an employee

¹ SSA paid claimant \$3713 based on the fixed amount method.

concerning any matter relating to the employment of the employee." The provision also includes any complaint by any employee concerning "any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment." The provision does not exclude relocation matters from the scope of the grievance procedure. Article twenty-four, section three of the CBA provides that employees may initiate grievances and that the CBA "is the exclusive procedure available to bargaining unit employees, the Union or the [Social Security] Administration for the resolution of grievances."

As such, claimant is covered by a collective bargaining agreement which provides the exclusive administrative means for resolving this matter. As we explained in Byron D. Cagle, GSBCA 15369-RELO, 01-1 BCA ¶ 31,333, at 154,761:

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[-TRAV], 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.

Indeed, in this case, it appears that claimant has used the AFGE's grievance procedures and did not obtain relief.

SSA maintains that the CBA does not address the resolution of disputes concerning travel policy and that this Board remains the "ultimate arbiter" in deciding whether or not Federal agencies have correctly interpreted and applied travel regulations. SSA is simply wrong. The travel regulations obviously concern conditions of employment - in this case, the extent of TQSE entitlement upon an employee's transfer. The grievance procedures cover any employee complaint about any violation of any regulation affecting conditions of employment. Since the CBA establishes the exclusive procedure for resolving claimant's grievance, claimant may not file a claim with the Board. Carter v. Gibbs, 909 F.2d 1452, 1456 (Fed. Cir.), (en banc) cert. denied sub nom. Carter v. Goldberg, 498 U.S. 811 (1990).

This matter, therefore, is dismissed for lack of jurisdiction.

ANTHONY S. BORWICK
Board Judge