UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

April 15, 2010

CBCA 1880-TRAV

In the Matter of EDWARD A. FOX

Edward A. Fox, Morrison, MO, Claimant.

Anne Schmitt-Shoemaker, Deputy Director, Finance Center, United States Army Corps of Engineers, Millington, TN, appearing for Department of the Army.

STEEL, Board Judge.

Edward A. Fox, claimant, a welder covered by a bargaining agreement, was charged with a "travel overpayment" of $717.39 by his employer, the United States Army Corps of Engineers (USACE). According to USACE, this amount reflects the difference between (a) the withholding tax allowance the agency paid to Mr. Fox in the year he was transferred from one permanent duty station to another and (b) the relocation income tax allowance due him based on a calculaiton in the succeeding year. According to Mr. Fox, the money was a tax payment improperly made by USACE on his behalf to the city of St. Louis, where he previously lived.

Under the Civil Service Reform Act, collective bargaining agreements between unions and agency management provide procedures for the settlement of grievances. Generally, the procedures set out in such an agreement "shall be the exclusive administrative procedures for resolving grievances which fall within its coverage." 5 U.S.C. § 7121(a)(1) (2006). Thus the Court of Appeals for the Federal Circuit has held that if a matter is entrusted to a grievance procedure, no review outside of that procedure may be had unless the particular matter is explicitly and unambiguously excluded from the agreed-upon procedure. *Dunklebarger v. Merit Systems Protection Board*, 130 F.3d 1476 (Fed. Cir. 1997); *Muniz v. United States*, 972 F.2d 1304 (Fed. Cir. 1992); *Carter v. Gibbs*, 909 F.2d 1452 (Fed. Cir. 1990) (en banc). This Board, and its predecessor for settling such claims, the General Services Board of Contract Appeals, have applied the Federal Circuit's interpretation of the

statute, and dismissed those claims whose resolution is governed by provisions of collective bargaining agreements. *E.g.*, *Rafal Filipczyk*, CBCA 1122-TRAV, 08-2 BCA ¶ 33,953; *Margaret M. Lally*, CBCA 791-TRAV, 07-2 BCA ¶ 33,713; *James E. Vinson*, CBCA 501-TRAV, 07-1 BCA ¶ 33,502; *Rebecca L. Moorman*, GSBCA 15813-TRAV, 02-2 BCA ¶ 31,893*; Bernadette Hastak*, GSBCA 13938-TRAV, et al., 97-2 BCA ¶ 29,091.

We have no authority to consider claimant's request. 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 those procedures, the procedures are the exclusive administrative means for resolving the matter. *Lally, supra*; *Rolando J. Jimenez*, GSBCA 16570-TRAV, et al., 05-1 BCA ¶ 32,916; *Carla Dee Gallegos*, GSBCA 14609-RELO, 99-1 BCA ¶ 30,300. Claimant is a member of a collective bargaining unit whose actions are governed by the negotiated agreement between the Federal Employees Union No. 29 and the agency. That agreement establishes the only administrative procedure available to bargaining unit employees for the processing and disposition of grievances other than specifically-excluded matters, and the amount in dispute is not a specifically-excluded matter. Consequently, claimant must use the agreement's procedures, not the Board's, for resolving his claim.

The case is dismissed.

CANDIDA S. STEEL
Board Judge