



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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February 1, 2023

CBCA 7594-RELO

In the Matter of ALAN K.

Alan K., Claimant.

Tracey Z. Taylor, Office of Counsel, Humphreys Engineer Center Support Activity, United States, Army Corps of Engineers, Alexandria, VA, appearing for Department of the Army.

**BEARDSLEY**, Board Judge (Chair).

Claimant is an employee of the United States Army Corps of Engineers (agency). Claimant disputes the tax amount of \$1347.57 owed for the shipment and storage in transit of his household goods pursuant to his relocation from Lexington, South Carolina, to Canandaigua, New York. The agency asserts that the Board cannot resolve the dispute because claimant is covered by a collective bargaining agreement (CBA) between the United States Army Engineer District and the National Federation of Federal Employees.

Under 5 U.S.C. § 7121(a)(1) (2018), a CBA imposes “exclusive administrative procedures for resolving grievances which fall within its coverage.” Unless the CBA “explicitly and unambiguously excludes a claim from the mandatory grievance procedures,” a covered employee must utilize the CBA’s expressed grievance procedures to resolve a dispute. *Jared P. Orvek*, CBCA 6287-RELO, 21-1 BCA ¶ 37,835, at 183,728 (2019) (citing *James R. Davison*, CBCA 5454-TRAV, 17-1 BCA ¶ 36,890, at 179,783).

Article 8, section 1 of claimant’s CBA defines a grievance as a “request for adjustment on any complaint by any employee concerning any matter relating to . . . any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.” It additionally states that its provisions provide the “sole

procedure available to the parties and employees in the unit for resolving grievances.” The CBA does not exclude claims for relocation expenses.

Claimant disputes expenses he incurred resulting from his official transfer to New York. Since the dispute does not fall within any explicit exception under the CBA, claimant must seek relief through the CBA’s grievance procedures. The CBA precludes the Board from deciding the matter on the merits, and we, therefore, dismiss the claim.

*Erica S. Beardsley*

ERICA S. BEARDSLEY

Board Judge