



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

February 18, 2020

CBCA 6702-RELO

In the Matter of RODNEY S. BATH

Rodney S. Bath, Elgin Air Force Base, FL, Claimant.

Captain Monica S. Zapater, Office of the Staff Judge Advocate, Headquarters 96th Test Wing, Department of the Air Force, Elgin Air Force Base, FL, appearing for Department of the Air Force.

BEARDSLEY, Board Judge.

Claimant, Rodney S. Bath, asks to be reimbursed for the costs to refinance his residence in order to purchase a residence at his new duty station. The Air Force denied his claim. Claimant is covered by a collective bargaining agreement (CBA) between all nonsupervisory, nonprofessional employees at specified Air Force Materiel Command facilities and the American Federation of Government Employees (AFGE) Council No. 214.

The CBA contains an exclusive negotiated grievance procedure in article 6 which is the “sole and exclusive procedure available to . . . employees of the bargaining unit for the resolution of grievances . . . or any matter involving the interpretation and application of applicable law, policies, regulations, and practices of the Air Force.” CBA sect. 6.01. Unless the CBA explicitly and unambiguously excludes a relocation claim from the mandatory grievance procedure, the grievance procedure is the sole and exclusive procedure for resolving a covered employee’s relocation reimbursement claim. *James R. Davison*, CBCA 5454-TRAV, 17-1 BCA ¶ 36,890, at 179,783. Claimant’s CBA does not exclude relocation claims from its grievance procedure. As a result, the Board lacks authority to decide this claim.

Decision

For the foregoing reasons, the claim is dismissed.

Erica S. Beardsley

ERICA S. BEARDSLEY

Board Judge