



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

May 15, 2020

CBCA 6678-RELO

In the Matter of JOSHUA W. HUGHES

Joshua W. Hughes, Fort Peck, MT, Claimant.

Tracey Z. Taylor, Jesse C. Lee, and Catharine S. DeBelle, Assistant Center Counsel, United States Army Corps of Engineers, Alexandria, VA; and Anne M. Schmitt-Shoemaker, Deputy Director, Finance Center, United States Army Corps of Engineers, Millington, TN, appearing for Department of the Army.

LESTER, Board Judge.

On April 15, 2020, Joshua W. Hughes timely requested that the Board reconsider its decision dated March 16, 2020, in this matter. In that decision, we dismissed Mr. Hughes' request that we serve as a hearing official for the United States Army Corps of Engineers (USACE) under the authority of 5 U.S.C. § 5514 (2018), and, under our authority to resolve travel and relocation expense claims, we denied his challenge to the USACE's demand for reimbursement of taxes paid on his relocation expenses. *Joshua W. Hughes*, CBCA 6678-RELO, 20-1 BCA ¶ 37,555. On reconsideration, Mr. Hughes argues that we were wrong to hold that we lack authority to decide matters for the USACE under 5 U.S.C. § 5514, asserting that we have "failed all federal employees with a travel overpayment debt by purposely ignoring their due process right to a hearing" under that statute. Reconsideration Request at 9. He also argues that we were wrong to find authority to decide his dispute as a relocation expense issue under 31 U.S.C. § 3702.

"Mere disagreement with a decision or re-argument of points already made is not a sufficient ground for seeking reconsideration" in a travel or relocation expense case. *Paul R. Tippett*, CBCA 5962-RELO, 19-1 BCA ¶ 37,275 (quoting Board Rule 407 (48 CFR

6104.407 (2018)). For the most part, Mr. Hughes repeats or expands upon arguments that he made in his original submissions to the Board. As Mr. Hughes should be well aware from decisions in his prior Board cases, his complaint about employee due process rights under 5 U.S.C. § 5514 is a matter in which the Board has no authority to involve itself. *See, e.g., Joshua W. Hughes*, CBCA 4892-RELO, 16-1 BCA ¶ 36,383 (“If claimant believes that he has been deprived of due process in terms of contesting the debt(s) being asserted by his agency, he must seek redress in another forum.”); *Joshua W. Hughes*, CBCA 4892-RELO, 16-1 BCA ¶ 36,201 (2015) (“Without such authority, we cannot conduct the hearing that claimant is seeking and are required to dismiss the case . . .”).

The only new issue that Mr. Hughes raises in his reconsideration request involves his representation, not previously mentioned in his prior submissions, that he is a member of a union subject to a collective bargaining agreement (CBA) with the USACE, which presumably should have precluded the Board from deciding the claim at issue as a relocation expense matter under 31 U.S.C. § 3702. Generally, “where an employee is subject to the grievance procedures in a CBA that does not explicitly exclude the type of claim at issue, the Board lacks authority to consider the employee’s claim.” *Daniel L. Kieffer*, CBCA 4705-TRAV, 15-1 BCA ¶ 36,050. In a decision issued in 2014, when Mr. Hughes was employed at a different duty station, the Board recognized Mr. Hughes’ then-status as a member of a CBA with grievance procedures that did not carve out any exception for relocation expense claims, and we dismissed the relocation expense claim at issue there on that basis. *Joshua W. Hughes*, CBCA 3957-RELO, 14-1 BCA ¶ 35,745. Although Mr. Hughes chastises us for not continuing to recognize his CBA status, the USACE has informed us that the national office of the American Federation of Government Employees (AFGE) notified the USACE on June 14, 2016, that the local chapter to which Mr. Hughes belonged had been “terminated effective immediately” and that Mr. Hughes is not currently subject to a CBA with the USACE. Absent a CBA that applied to the claimant when he submitted his claim to the Board and requires relocation expense disputes to be resolved through a grievance process, we were not barred from deciding his relocation expense claim. His *prior* status under a CBA with the USACE, which expired before the relocation claim at issue here arose, has no bearing on our current authority.

We note that, had Mr. Hughes truly believed that he was still subject to a CBA that encompassed relocation expense claims, his failure to mention that in his initial filing would have been unseemly given the resolution of his prior cases before the Board (and his knowledge of that resolution) in which his CBA status was determinative of the Board not reaching the merits. That Mr. Hughes raised (and misrepresented) his CBA status only after the Board ruled against the merits of his claim, apparently in an effort to have the Board vacate its decision against him, is outrageous. The Board expects parties before it to be candid and forthright in their dealings with the Board. We admonish Mr. Hughes for the

impropriety of his behavior and will accept no further filings from him regarding this matter or his related claim in CBCA 6731-RELO.

Mr. Hughes' request for reconsideration is denied.

Harold D. Lester, Jr.
HAROLD D. LESTER, JR.
Board Judge