



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 11, 2021

CBCA 6999-TRAV

In the Matter of JAMES O.

James O., Claimant.

I’Kia Hennings, Financial Management Analyst, Military Sealift Command, Department of the Navy, Norfolk, VA, appearing for Department of the Navy.

SOMERS, Board Judge (Chair).

James O., claimant, is in a position covered by a collective bargaining unit. The collective bargaining agreement (CBA) applies to all civilian marine non-officer personnel employed by the Military Sealift Command, Pacific, Oakland, California, referred to as COMSCPAC, and the Seafarers International Union, Government Services Division, Pacific District, an affiliate of the AFL-CIO. The CBA contains an exclusive, negotiated grievance procedure with no exceptions for travel or relocation disputes. “[T]he grievance procedures in a collective bargaining agreement applicable to a claim of a covered federal employee shall be ‘the exclusive administrative procedures for resolving grievances which fall within its coverage.’” *David P. Meyer*, CBCA 6097-TRAV, 18-1 BCA ¶ 37,081 (quoting *James R. Davison*, CBCA 5454-TRAV, 17-1 BCA ¶ 36,890 (quoting 5 U.S.C. § 7121(a)(1) (2012))). Unless the CBA explicitly and unambiguously excludes a claim from the mandatory grievance procedures between the employee and the agency, the grievance procedure is the sole and exclusive procedure for resolving a relocation reimbursement claim of a covered employee. *Davison*.

Appendix A lists the matters that are excluded from the CBA. Appendix A does not exclude travel reimbursement claims from the grievance procedures outlined in article VII, Grievance and Arbitration Procedures. Because claimant is covered under a CBA that does

not explicitly exclude his claim from the mandatory grievance procedures, the Board lacks authority to consider Mr. O's claim.

Decision

For the foregoing reasons, the claim is dismissed.

Jerí Kaylene Somers
JERI KAYLENE SOMERS
Board Judge