



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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July 22, 2026

CBCA 8759-TRAV

In the Matter of DONALD B.

Donald B., Claimant.

Patrick O'Connor, Branch Chief, Employment Law Hearings Branch, Human Resources Division, Employee Management Services Directorate, Department of Agriculture, Washington, DC, appearing for Department of Agriculture.

**KULLBERG**, Board Judge.

Claimant seeks recovery of mileage for official travel. The agency, the Department of Agriculture (USDA), contends that claimant is subject to the terms of a collective bargaining agreement (CBA) and claimant's only remedy in this matter is through the grievance procedure in the CBA. For the reasons stated below, the Board dismisses the claim.

Background

On November 23, 2025, claimant, a USDA employee with the Agricultural Marketing Service, Federal Grain Inspection Service (FGIS), filed a request for reimbursement of mileage for local travel. The agency denied the claim, and claimant submitted his claim to the Board. After the docketing of this matter, the agency submitted its report.

The agency report stated that claimant's position, Agricultural Grader Grain, is a bargaining unit position. Agency Report, Exhibit 1. Accordingly, claimant is subject to the terms of a CBA, specifically a labor-management agreement between the FGIS and the National Council of Federal Grain Inspection Locals, American Federation of Government

Employees. Agency Report, Exhibit 3.<sup>1</sup> That CBA provides in article 21, “Official Travel,” that “[t]he Parties agree that disputes arising under this Section may be adjusted through the use of the grievance procedure.”<sup>2</sup> *Id.* at 55. Article 13, “Grievance Procedure,” provides, in pertinent part:

A grievance means any complaint relating to:

- (1) Any matter involving the interpretation, application, or violation of this Agreement.
- (2) Matters involving the personnel policies, practices and conditions affecting the employees of the bargaining unit.
- (3) Any claimed violation, misinterpretation or misapplication of any Agency or Departmental rule or regulation affecting conditions of employment.

*Id.* at 29. The CBA made no provision for the Board to hear any matter involving travel claims, and the grievance procedure was the only remedy for resolving such claims.

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<sup>1</sup> The agency submitted to the Board additional documentary evidence on July 1 and July 13, 2026, in response to the Board’s orders seeking further clarification of the agency’s report. The agency’s July 1, 2026, submission responded to the Board’s question about the meaning of the numerical code, 1616, in block 37 (bargaining unit status (BUS)) on claimant’s Standard Form 50 (SF-50), Notification of Personnel Action, which is Exhibit 1 of the agency report. The agency explained that 1616 was a BUS code in the Office of Personnel Management (OPM) database that represented the CBA for the “National Council of Federal Grain Inspection Locals Federation of Government Employees (AFL-CIO).” That OPM record, however, showed that the CBA expired on October 3, 2025, which was before the relevant events in this case. The Board sought clarification from the agency as to whether the CBA was still in effect. The agency’s July 13, 2026, submission explained that although the initial three-year term of the CBA had expired, article 35, section 3, of the CBA provided for automatic annual renewal of the agreement if neither of the parties sought renegotiation of its terms. The agency represented that the parties have not sought such renegotiation of the CBA.

<sup>2</sup> Article 21 of the CBA erroneously states that grievance procedures are set forth in article 15, but that article involves matters unrelated to grievance procedures. The Board deems such an error to be clerical and not material to resolving this matter.

### Discussion

At issue is whether the Board has authority to decide claimant's request for reimbursement of travel expenses in this matter if he is subject to a CBA that provides a separate and exclusive grievance procedure for resolving such a request. The Civil Service Reform Act (CSRA) states that a collective bargaining agreement provides the "exclusive administrative procedures for resolving grievances which fall within its coverage." 5 U.S.C. § 7121(a)(1) (2024). "Any collective bargaining agreement may exclude any matter from the application of the grievance procedures that are provided for in the agreement." *Id.* § 7121(a)(2). The Board has recognized:

The CSRA, therefore, provides that "a collective bargaining agreement that includes particular matters within the grievance process has the effect of depriving employees of recourse to alternative remedies to which they otherwise would have access." *Dunkleberger v. Merit Systems Protection Board*, 130 F.3d 1476, 1480 (Fed. Cir. 1997). "[T]he language and legislative history of the statute indicate that Congress intended simply to permit the parties to collective bargaining agreements to elect whether to exclude particular subject matters from the coverage of the negotiated grievance procedures." *Id.*

*Amy P.*, CBCA 8252-RELO, 25-1 BCA ¶ 38,750, at 188,380. "[I]f a matter is arguably entrusted to a collective bargaining agreement's grievance procedures, no review outside those procedures may take place, unless the parties to the agreement have explicitly and unambiguously excluded that matter from the procedures." *James R. Davison*, CBCA 5454-TRAV, 17-1 BCA ¶ 36,890, at 179,783 (citing *Dunkleberger*, 130 F.3d at 1480; *Muniz v. United States*, 972 F.2d 1304, 1309 (Fed. Cir. 1992); *Carter v. Gibbs*, 909 F.2d 1452, 1458 (Fed. Cir. 1990) (en banc)).

The Board finds that it lacks authority to proceed with the hearing of this matter. The USDA has established that claimant is subject to a CBA that provides, through its grievance procedure, the exclusive means for resolving travel expense claims and contains no exception that would allow the Board to hear this matter. Consequently, the Board has no alternative but to dismiss this case.

Decision

The claim is dismissed.

*H. Chuck Kullberg*  
H. CHUCK KULLBERG  
Board Judge