Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

June 26, 2001

GSBCA 15570-RELO

In the Matter of ROBERT M. BLAIR

Robert M. Blair, Edmonton, Alberta, Canada, Claimant.

Eliot Van Velzen, Chief, Travel Section, Accounting Services Division, National Finance Center, United States Customs Service, Department of the Treasury, Indianapolis, IN, appearing for Department of the Treasury.

DeGRAFF, Board Judge.

Robert M. Blair, an employee of the Department of the Treasury, transferred from California to Canada in January 2000. For the first ninety days after Mr. Blair arrived in Canada, he stayed in a hotel near his new duty station. Mr. Blair mistakenly believed that Treasury would provide him with a temporary quarters subsistence allowance at a rate that would cover his lodging expenses at the hotel. When Mr. Blair submitted a claim for the amount that he spent for lodging, Treasury explained that the allowance he would receive for his time in temporary quarters was less than the amount he had paid for his lodging. Mr. Blair says that he could have obtained less expensive temporary quarters and would not have stayed in the hotel if he had known that Treasury would not reimburse all of his lodging expenses. He asks us to review Treasury's decision regarding his claim.

Mr. Blair is a member of an employee union and is covered by the collective bargaining agreement that we discussed in Byron D. Cagle, GSBCA 15369-RELO (Feb. 7, 2001). As we explained in Cagle, the collective bargaining agreement provides the exclusive means for resolving disputes concerning any matter related to the employment of an employee, with certain listed exceptions. Relocation matters are not among the matters excepted from the agreement's coverage.

We agree with Treasury that we lack the authority to settle Mr. Blair's claim. As we have explained several times, we cannot resolve a travel or relocation claim if it is subject to resolution under the terms of a grievance procedure mandated by a collective bargaining agreement. Myra C. Tate, GSBCA 15360-RELO, 01-1 BCA ¶ 31,191 (2000). We can resolve a claim if it is explicitly excluded from the terms of a grievance procedure or if the matter at issue is specifically addressed by federal statute.[1] Mr. Blair's claim, however, is not excluded from the terms of the collective bargaining agreement's grievance procedures and no federal statute addresses the amount of the temporary quarters subsistence allowance provided to an employee who is transferred to a foreign area. See Michael J. Krell, GSBCA 13710-RELO(REIN), 98-2 BCA ¶ 30,050. The dispute between Mr. Blair and Treasury is one concerning a condition of employment and must be resolved by using the collective bargaining agreement's procedures.

We dismiss the claim.

MARTHA H. DeGRAFF
Board Judge

[1] If a matter is specifically addressed by a federal statute, it is not a condition of employment and is not, therefore, subject to bargaining. 5 U.S.C. § 7103 (1994).