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

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August 12, 2004
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GSBCA 16387-RELO

In the Matter of MARILYN E. VANNE

Marilyn E. Vanne, Dearing, GA, Claimant.

Janet S. Rankin, Regional Commissioner, Bureau of Labor Statistics, Department of Labor, Atlanta, GA, appearing for Department of Labor.

NEILL, Board Judge.

Claimant, Ms. Marilyn E. Vanne, a field economist for the Bureau of Labor Statistics (BLS), seeks to recover various expenses incurred in conjunction with her move from Atlanta, Georgia, to Greenville, South Carolina. Her agency has denied Ms. Vanne's claim on the ground that her move was nothing more than an interstation transfer for the employee's convenience. At the claimant's request, the agency has forwarded its denial of the claim for our review. For the reasons set out below, we grant the claim.

Background

On November 5, 2001, the Assistant Regional Commissioner for BLS in Atlanta, Georgia, sent the following e-mail message to employees:

We are planning on establish [sic] one duty station in either North Carolina or South Carolina and one in Florida. Based on discussions with our NCFLL [National Council of Field Labor Locals] stewards, we are soliciting volunteers for reassignment from all current NCS [National Compensation Survey] professional staff. Selections will be made based on length of service with the Department.

Later in the same day, the Assistant Regional Commissioner sent a follow-up message which read:

Please give an indication of which cities you would prefer. Tampa is not an option, we have enough folks there. It should be an area where there is work available to keep you busy year round. I will hand out the listing of initiation work available by area in the meeting tomorrow.

The following day, Ms. Vanne applied for several locations.

Sixteen days later, the Assistant Regional Commissioner sent to BLS employees another e-mail message which read:
In our initial review of this claim, mention of a collective bargaining agreement prompted us to inquire of the agency whether that agreement explicitly and clearly excluded a claim, such as the one before us, from resolution pursuant to its grievance procedure.
Section 4 -- Interstation Transfer for Employee Convenience

Management will consider the request of an employee who, for personal convenience, asks to be transferred at his/her own expense to fill a vacant position within his/her Agency for which he/she is qualified and meets any special requirements.

Ms. Vanne freely admits that since her first interview with BLS officials in the summer of 1999, she has discussed with them at various times the possibility of being assigned to a duty station outside Atlanta. Her continued interest in a transfer was likewise apparent from her response to the agency's call in November 2001 for volunteers for reassignment. We cannot conclude, however, from these indications of interest, that, in November 2001, when the agency solicited volunteers for an interstation transfer, it had in mind an "interstation transfer for employee convenience" as contemplated in section four of article thirty-three.

The e-mail messages sent to the BLS employees in November 2001 by management, which ultimately led to the transfer of Mr. Bailey and Ms. Vanne, did indeed refer to union stewards. They did not, however, state that the agency was proceeding in accordance with section four of article thirty-three. Rather, they solicited volunteers to assist the agency to establish at that time two new duty stations outside of the Atlanta area. In Bailey, we concluded that any transfer to effect this end was undoubtedly in the Government's interest, even if some personal benefit did accrue to the employee as well. In the absence of an express reference in the e-mail messages to section four of article thirty-three, we conclude, therefore, that Ms. Vanne's transfer was likewise in the Government's interest. Furthermore, we note that paragraph C of section one of the same article of the collective bargaining agreement recognizes that employees are entitled to reimbursement of travel and transportation expenses incurred in an interstation transfer which is in the interest of the Government.

On the record before us, we can find nothing to distinguish the facts of this case from those underlying Mr. Bailey's claim. We agree with the claimant that the circumstances are virtually identical. Admittedly, in issuing a decision on an employee's travel or relocation claim, we settle that particular claim. 31 U.S.C. § 3702(a)(3) (2000). By publishing the decision, as well as issuing it, however, we do more than that. These decisions are intended to provide guidance which can and should be applied to future similar situations, thereby simplifying consideration of

On numerous occasions, the Board has recognized that, if a claim concerning travel or relocation expenses is subject to resolution under the terms of a grievance procedure mandated within a collective bargaining agreement, we lack authority to settle the claim. See Rhonda N. Smith, GSBCA 16387-RELO, 03-1 BCA ¶ 32,151 (citing cases). Indeed, the Board has also concluded that this is true even if the employee in question is not a member of the union. It is enough that the employee be a bargaining unit employee. See James C. Henzie, GSBCA 15820-TRAV, 02-2 BCA ¶ 31,900. Both the agency and the claimant have since provided us with copies of the agreement. We conclude that pursuant to paragraph D of section two of article fifteen of the agreement, Ms. Vanne's claim is excluded from resolution under the agreement's grievance procedure. We, therefore, have the authority to settle this claim.
employees' vouchers, eliminating potential disputes, and saving time and resources of all concerned. Edward W. Irish, GSBCA 15968-RELO, 03-1 BCA ¶ 32,122 (2002). Our settlement of this claim, consequently, is the same as the one we made in Bailey. Ms. Vanne's claim should be paid in accordance with applicable regulations.

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EDWIN B. NEILL
Board Judge