

## Board of Contract Appeals

General Services Administration  
Washington, D.C. 20405

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March 9, 2005

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GSBCA 16570-TRAV, 16577-TRAV

In the Matters of ROLANDO J. JIMENEZ and EDWARD OLIVARES

Rolando J. Jimenez, Edinburg, TX, Claimant in GSBCA 16570-TRAV.

Edward Olivares, Harlingen, TX, Claimant in GSBCA 16577-TRAV.

Aaron L. Cabrera, Officer in Charge, Immigration and Customs Enforcement, Department of Homeland Security, Los Fresnos, TX, appearing for Department of Homeland Security.

**DeGRAFF**, Board Judge.

Claimants are deportation officers employed by the Department of Homeland Security. They recently began reporting to a work location to which they are assigned as part of a predetermined rotational schedule. The rotational work location is within fifty miles of their official duty station. Claimants ask us to review the Department's decision not to pay them a mileage allowance when they report to the rotational work location.

Claimants are covered by a collective bargaining agreement that defines an employee's regular duty station as including a work location to which an employee is assigned as part of a predetermined rotational schedule, so long as the location is fifty miles or less from the employee's official duty station. Reporting to a rotational work location is, therefore, not considered to be travel and the agreement says a mileage allowance will not be paid when an employee reports for duty at a rotational work location. Agreement 2000 Between U.S. Immigration and Naturalization Service and National Immigration and Naturalization Service Council art. 26 (Rev. June 8, 2000). The collective bargaining agreement contains a procedure for resolving grievances, which are complaints concerning conditions of employment. The grievance procedure is the exclusive procedure available to employees for resolving grievances which come within its coverage. *Id.* art. 47.

Instead of pursuing a grievance, claimants asked us to review their claims. Claimants assert we should review their claims for a mileage allowance without regard to the collective bargaining agreement, which they believe is less generous than the provisions of the Federal Travel Regulation and agency regulations regarding local travel. The resolution of these

claims, however, depends upon the agreement's definition of an employee's regular duty station and this definition does not conflict with regulations regarding local travel.

If a claim concerning expenses of travel or relocation is susceptible to resolution under the terms of a collective bargaining agreement's grievance procedure, we lack the authority to settle the claim using our administrative procedures unless the agreement explicitly and unambiguously excludes the disputed matter from its procedures. *Carla Dee Gallegos*, GSBCA 14609-RELO, 99-1 BCA ¶ 30,300. The dispute which is the subject of these claims grows out of the agreement's definition of an employee's regular duty station, and disputes regarding this matter are not excluded from the collective bargaining agreement. Nor are such disputes governed by a statute and thus precluded from being the subject of the collective bargaining agreement's grievance procedure. *Charles M. Aufer*, GSBCA 15231-TRAV, 00-1 BCA ¶ 30,898. Consequently, the agreement's grievance procedure is the exclusive means available to claimants for resolving their claims and we lack the authority to consider them.

The claims are dismissed.

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MARTHA H. DeGRAFF  
Board Judge