



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 11, 2009

CBCA 1447-TRAV

In the Matter of NADINE BOMAR

Nadine Bomar, Asheville, NC, Claimant.

Susan Pendergrass, Director, Charles George Medical Center, Department of Veterans Affairs, Asheville, NC, appearing for Department of Veterans Affairs.

POLLACK, Board Judge.

Claimant, Nadine Bomar, an employee of the Department of Veterans Affairs (VA), Charles George Medical Center, Asheville, North Carolina, has requested reimbursement for costs incurred in attending an educational conference in New Orleans, Louisiana, for the dates August 10 to 16, 2008. Specifically she requests reimbursement for lodging and meals and incidental expenses (M&IE) for the time she attended the conference. As part of the process, in seeking initially to secure reimbursement for attending the conference, Ms. Bomar's request to attend and be reimbursed went before an agency education committee. In her case, the committee recommended that the agency not fund her attendance at the conference. The agency Associate Director, following the recommendation of the committee, denied Ms. Bomar's request. He did, however, authorize her use of an agency vehicle for transportation to the conference and authorized her absence from her normal duties so she could attend. According to the VA, Ms. Bomar agreed to this arrangement prior to commencing her trip and prior to attending the conference. The agency says she attended with the understanding that she would not be further reimbursed.

In defending, the agency cites the Board to case law which provides that if an employee voluntarily agrees to pay travel or relocation allowances which are within the agency's authority to grant or deny, the agency is not responsible for reimbursing the employee for those costs. More significant, for purposes of this claim, the VA further

asserts that the Board lacks jurisdiction over Ms. Bomar's claim and as such cannot consider it. The VA points out that claimant is covered under a collective bargaining agreement (CBA) between the VA and American Federation of Government Employees (AFGE), which provides that disputes are to be resolved through a negotiated grievance procedure. That negotiated procedure (under the CBA) has not excluded from resolution the issues in dispute in this claim. Ms. Bomar, although not a member of AFGE, does acknowledge that she is nevertheless covered under the CBA between the VA and AFGE. Further, she has taken steps to proceed with her claim through that grievance procedure and has asked the Board to place the matter in abeyance, pending the conclusion of the CBA proceeding.

Discussion

It is well established in numerous decisions of this Board and its predecessor board for these matters that where an employee is covered under a CBA, the CBA provides grievance procedures, and the CBA does not explicitly and unambiguously exclude the disputed matter from the grievance procedures, those procedures are the exclusive administrative means for resolving the matter. *Rafal Filipczyk*, CBCA 1122-TRAV, 08-2 BCA ¶ 33,886; *Margaret M. Lally*, CBCA 791-TRAV, 07-2 BCA ¶ 33,713; *Rolando J. Jimenez*, GSBCA 16570-TRAV, et al., 05-1 BCA ¶ 32,916.

Here there is no evidence or any indication that reimbursement for the items claimed by Ms. Bomar are specifically excluded from the grievance procedure. In fact, the agency says that such matters are covered. Consequently, claimant must use the CBA's procedures for resolving her dispute. The Board has no jurisdiction and thus no basis to hold the matter in abeyance. The claim is dismissed.

HOWARD A. POLLACK
Board Judge