



United States
General Accounting Office
Washington, D.C. 20548

Office of the General Counsel

B-261102

September 11, 1995

Mr. Mark J. Pitman
RR 2 Box 4159
Bowdoin, ME 04008

Dear Mr. Pitman:

This responds to your March 17, 1995, letter requesting reconsideration of Claims Group settlement Z-2868916, Feb. 28, 1994, denying your claim for relocation benefits incident to a change of residence from Hampton, New Hampshire, to Bowdoin, Maine.

As the Claims Group noted, the payment of relocation benefits is authorized for employees who are "transferred in the interest of the government from one official station or agency to another for permanent duty." 5 U.S.C. § 5724(a) (1988). Based on the record, which included material provided by yourself and your agency, the Claims Group concluded "that there was no change of duty station; rather, you were reassigned to another position at the same duty station in Portland, Maine." (Settlement Certificate, p. 2.) Given this conclusion, the Claims Group determination that you are not entitled to reimbursement for your relocation expenses appears correct.

However, it has come to our attention that at all times relevant to your claim you were a member of a collective bargaining unit represented by the American Federation of Government Employees Local 2906 and that your claim was within the scope of matters subject to grievance and arbitration procedures under that agreement. Had the Claims Group been cognizant of this information, the Claims Group would not have adjudicated your claim. The General Accounting Office may not settle claims that are subject to a negotiated grievance procedure. Cecil E. Riggs, et al., 71 Comp. Gen. 374 (1992); and 4 C.F.R. § 30.1(b) (1995). This rule applies regardless of whether the claimant avails himself of the grievance procedure. Paul D. Bills et al., B-260475, June 13, 1995.

Accordingly, we are withdrawing the Claims Group's settlement. Also, by letter dated today, we are advising the Defense Finance and Accounting Service of this action.

Sincerely yours,

/s/Seymour Efros
for Robert P. Murphy
General Counsel



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Charles R. Coffee, Director
Defense Finance and Accounting Service
Columbus Center
P.O. Box 182317
Columbus, OH 43218-2317

Dear Mr. Coffee:

This is in further regard to our Claims Group's Settlement Certificate Z-2868916, Feb. 28, 1994, which denied Mr. Mark J. Pitman's claim for reimbursement for relocation expenses incident to his change of residence from Hampton, New Hampshire, to Bowdoin, Maine, copy enclosed. Mr. Pitman is a civilian employee of the Navy whose claim was forwarded to the Claims Groups by your office. On March 17, 1995, Mr. Pitman requested reconsideration of the Claims Group settlement.

In the course of our review of the settlement, we learned that at all times relevant to his claim, Mr. Pitman was a member of a collective bargaining unit represented by the American Federation of Government Employees Local 2906 and that his claim was within the scope of matters subject to grievance and arbitration under that agreement. Had the Claims Group been cognizant of that information, it would not have adjudicated the claim. The General Accounting Office may not settle claims that are subject to a negotiated grievance procedure. Cecil E. Riggs, et al., 71 Comp. Gen. 374 (1992); and 4 C.F.R. § 30.1(b) (1995). This rule applies whether or not the claimant avails himself of the grievance procedure. Paul D. Bills et al., B-260475, June 13, 1995.

Accordingly, we are withdrawing the Claims Group's settlement. In a separate letter, dated today, copy enclosed, we are notifying Mr. Pitman of this action.

Sincerely yours,

/s/Seymour Efros
for Robert Murphy
General Counsel

Enclosures

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DIGEST

A Department of Defense employee appeals a Claims Group settlement denying his claim for reimbursement for relocation expenses incident to his change of residence from Hampton, New Hampshire, to Bowdoin, Maine. The Claims Group had denied the claim on the grounds that the record showed that the employee had not changed permanent duty stations, but rather, had been reassigned to another position at the same duty station. However, in the course of reviewing the settlement, it became apparent that the employee was subject to a collective bargaining agreement and that his claim was within the scope of matters subject to grievance and arbitration under that agreement. Because the General Accounting Office may not settle claims subject to a negotiated grievance procedure, the Claims Group's settlement is withdrawn. Cecil E. Riggs, 71 Comp. Gen. 374 (1992); Paul D. Bills, B-260475, June 13, 1995.