

67 FLRA No. 44

Accordingly, we deny the Agency’s exceptions.

UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
NATIONAL PROTECTION AND
PROGRAMS DIRECTORATE
FEDERAL PROTECTIVE SERVICE
(Agency)

and

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 918
(Union)

0-AR-4947

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DECISION

January 13, 2014
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Before the Authority: Carol Waller Pope, Chairman, and Ernest DuBester and Patrick Pizzella, Members

This matter is before the Authority on exceptions to an award of Arbitrator Norman Bennett filed by the Agency under § 7122(a) of the Federal Service Labor-Management Relations Statute (the Statute) and part 2425 of the Authority’s Regulations. The Union filed an opposition to the Agency’s exceptions.

We have determined that this case is appropriate for issuance as an expedited, abbreviated decision under 5 C.F.R. § 2425.7.¹ Under § 7122(a) of the Statute, an award is deficient if it is contrary to any law, rule, or regulation, or it is deficient on other grounds similar to those applied by federal courts in private sector labor-management relations. Upon careful consideration of the entire record in this case and Authority precedent, we conclude that the award is not deficient on the grounds raised in the exceptions and set forth in § 7122(a).²

¹ See 5 C.F.R. § 2425.7 (“[e]ven absent a [party’s] request, the Authority may issue expedited, abbreviated decisions in appropriate cases”).

² *U.S. Dep’t of the Navy, Naval Base, Norfolk, Va.*, 51 FLRA 305, 307-08 (1995) (award not deficient on ground that arbitrator exceeded his authority where excepting party does not establish that arbitrator failed to resolve an issue submitted to arbitration, resolved an issue not submitted to arbitration, disregarded specific limitations on his authority, or awarded

relief to persons who were not encompassed within the grievance); *U.S. DOL (OSHA)*, 34 FLRA 573, 575 (1990) (award not deficient as failing to draw its essence from the parties’ collective-bargaining agreement where excepting party fails to establish that the award cannot in any rational way be derived from the agreement; is so unfounded in reason and fact and so unconnected to the wording and purpose of the agreement as to manifest an infidelity to the obligation of the arbitrator; does not represent a plausible interpretation of the agreement; or evidences a manifest disregard of the agreement).