

67 FLRA No. 64

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 1945
(Union)

and

UNITED STATES
DEPARTMENT OF THE ARMY
ANNISTON ARMY DEPOT
ANNISTON, ALABAMA
(Agency)

0-AR-4958

—
DECISION

February 18, 2014

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

This matter is before the Authority on an exception to an award of Arbitrator George R. Shea, Jr., filed by the Union under § 7122(a) of the Federal Service Labor-Management Relations Statute (the Statute) and part 2425 of the Authority's Regulations. The Union requests an expedited, abbreviated decision under § 2425.7 of the Authority's Regulations.¹ Although the

¹ Section 2425.7 provides, in pertinent part:

Where an arbitration matter before the Authority does not involve allegations of unfair labor practices under 5 U.S.C. [§ 7116, and the excepting party wishes to receive an expedited Authority decision, the excepting party may request that the Authority issue a decision that resolves the parties' arguments without a full explanation of the background, arbitration award, parties' arguments, and analysis of those arguments. In determining whether such an abbreviated decision is appropriate, the Authority will consider all of the circumstances of the case, including, but not limited to: whether any opposition filed under § 2425.3 . . . objects to issuance of such a decision and, if so, the reasons for such an objection; and the case's complexity, potential for precedential value, and similarity to other, fully detailed

Agency filed an opposition to the Union's exception, the Agency does not oppose the Union's request under § 2425.7. Upon full consideration of the circumstances of this case – including the case's complexity, potential for precedential value, and similarity to other, fully detailed decisions involving the same or similar issues – we grant the Union's request.

As an initial matter, §§ 2425.4(c) and 2429.5 of the Authority's Regulations bar consideration of the Union's argument that the Arbitrator's interpretation of "employees" in the first sentence of Article 8, Section 1 of the parties' collective-bargaining agreement to include first-line supervisors fails to draw its essence from the agreement.² Because the Agency argued in favor of this very interpretation before the Arbitrator, the Union should have known to raise any argument disputing the Agency's interpretation before the Arbitrator. As the record does not show that the Union did so, we decline to consider this argument.

Regarding the Union's remaining arguments, 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 exception and set forth in § 7122(a).³

Accordingly, we dismiss, in part, and deny, in part, the Union's exception.

decisions involving the same or similar issues.

5 C.F.R. § 2425.7.

² *Id.* §§ 2425.4(c), 2429.5.

³ *U.S. Dep't of the Army, Army Tank-Automotive Command*, 67 FLRA 14, 15 & n.3, 16-17 (2012) (citing *U.S. Dep't of the Army, U.S. Army Aberdeen Proving Ground, Aberdeen Proving Ground, Md.*, 49 FLRA 950, 953 (1994)) (where a collective-bargaining agreement incorporates an agency regulation with which an arbitration award is alleged to conflict, the Authority evaluates the alleged conflict using the essence standard); *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).