

**70 FLRA No. 92**

AMERICAN FEDERATION  
OF GOVERNMENT EMPLOYEES  
LOCAL 1148  
(Union)

and

UNITED STATES  
DEPARTMENT OF DEFENSE  
DEFENSE FINANCE  
AND ACCOUNTING SERVICES  
COLUMBUS, OHIO  
(Agency)

0-AR-5297

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DECISION

March 27, 2018

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Before the Authority: Colleen Duffy Kiko, Chairman,  
and Ernest DuBester and James T. Abbott, Members

This matter is before the Authority on an exception to an award of Arbitrator Michael D. McDowell filed by the Union under § 7122(a) of the Federal Service Labor-Management Relations Statute (the Statute)<sup>1</sup> and part 2425 of the Authority's Regulations.<sup>2</sup> The Agency filed an opposition to the Union's exception.

We have determined that this case is appropriate for issuance as an expedited, abbreviated decision under § 2425.7 of the Authority's Regulations.<sup>3</sup>

The Union challenges the Arbitrator's procedural-arbitrability determination on essence grounds. Specifically, the Union asks the Authority to find that the Arbitrator erred in interpreting the collective-bargaining agreement when the Arbitrator found that the Union untimely invoked arbitration.

Upon careful consideration of the entire record in this case and Authority precedent, we conclude that the

award is not deficient on the ground raised in the exception and as set forth in § 7122(a).<sup>4</sup>

Accordingly, we deny the Union's exception.<sup>5</sup>

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<sup>1</sup> 5 U.S.C. § 7122(a).

<sup>2</sup> 5 C.F.R. pt. 2425.

<sup>3</sup> *Id.* § 2425.7 ("Even absent a [party's] request, the Authority may issue expedited, abbreviated decisions in appropriate cases.").

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<sup>4</sup> *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 purposes 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).

<sup>5</sup> Member DuBester notes that he would have referred this case, at the Union's request, for Collaboration and Alternative Dispute Resolution (CADR). Consistent with longstanding practices, the history of successfully resolving disputes through the use of CADR, and a key purpose of the Statute—to "facilitate[ ] and encourage[ ] the amicable settlements of disputes between employees and their employers"—Member DuBester would have referred this case for CADR. See 5 U.S.C. § 7101(a)(1)(C).