CASE DIGEST: *U.S. DOD, Educ. Activity*, 71 FLRA 373 (2019) (Member DuBester concurring in part and dissenting in part)

 This case concerned the Agency's obligation, under the parties' collective-bargaining agreement, to credit employees for certain academic-coursework hours when calculating their salaries. The Arbitrator rejected the Agency's argument that the parties' agreement only required the Agency to credit employees for hours earned after they had obtained a master's degree, and he awarded the Union attorney fees. The Agency filed exceptions.

 The Authority determined that the Arbitrator's finding on crediting hours did not show that he exceeded his authority, or that the award failed to draw its essence from the agreement or was based on a nonfact. However, the Authority found that the Arbitrator failed to adequately articulate a basis for awarding attorney-fees, as required by the Back Pay Act. Accordingly, the Authority denied the Agency's exceptions, except for its attorney-fee argument, and remanded the attorney-fee issue to the parties.

 While Member DuBester agreed with the decision to remand the attorney-fee issue to the parties for resubmission to the Arbitrator, he disagreed that the standard set forth in *AFGE, Local 1633* should be applied on remand for the reasons set forth in his dissent in that case.