64 FLRA No. 78

CONGRESSIONAL RESEARCH
EMPLOYEES ASSOCIATION
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 75
(Union)

and

LIBRARY OF CONGRESS
WASHINGTON, D.C.
(Agency)

0-AR-4282

DECISION

February 3, 2010

Before the Authority: Carol Waller Pope, Chairman, and Thomas M. Beck and Ernest DuBester, Members

I. Statement of the Case

This matter is before the Authority on exceptions to an award of Arbitrator Robert T. Simmelkjaer 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 Agency filed an opposition to the Union's exceptions, arguing, among other things, that the exceptions should be dismissed as interlocutory. The Union then filed a motion for leave to file a reply, in which it argued that its exceptions were not interlocutory. [1]

The Arbitrator found that the official time reporting forms completed by Union officials did not provide sufficient detail to comply with the parties' collective bargaining agreement (Agreement) and § 7131 of the Statute. As a remedy, the Arbitrator issued an Interim Award requiring the Union retroactively to reconstruct and submit more detailed official time reports starting from September 1, 2006. The Arbitrator retained jurisdiction for 45 days for the purpose of determining whether the new reports are adequate and, if not, whether the time claimed as official time should be converted to Leave Without Pay or Annual Leave.

For the reasons that follow, we find that the Union's exceptions are not interlocutory and deny the exceptions on their merits.

II. Background and Arbitrator's Award

The parties in this case negotiated new provisions in their Agreement regarding the use and reporting of official time in 1999, and those new provisions went into effect in January 2005. *See* Award at 7. Pursuant to Article XXXIV of the 2005 Agreement, the Union President and Vice President for Policy and Dispute Settlement are entitled to "a reasonable amount of official time, not to exceed 40 hours per pay period" in order to perform specified portions of their representational duties. *Id.* at 4 (quoting Exceptions, Attach. E at 2). In addition to that block of time, they are also entitled to an unquantified amount of official time to "[a]ttend meetings with supervisors and management" regarding employee disputes, grievances and appeals, and to present such disputes before third parties or review boards. *See id*. at 3-4 (quoting Exceptions, Attach. E at 1). Officers and stewards are required to record their official time on a form attached to the Agreement and to submit the completed form to their immediate supervisor at the end of each pay period. *See id.* at 5. Prior to 2005, the Agreement had placed the timekeeping responsibility on supervisors rather than on the Union officials. *See id.* at 7.

The form negotiated by the parties for recording official time has spaces in four columns to be completed by the Union official: one column for the date the work is performed; two columns for the times the work begins and ends; and a fourth, larger space for the "purpose" of the work. Exceptions, Attach. D, F. At the top of the "purpose" column, the form gives the following examples: "*Discussion* with employee of dispute, grievance or appeal; *Preparation* of dispute, grievance or appeal on behalf of employee; *Association meeting* on representational matters; *Discussion of concerns* with employee regarding conditions of employment." Exceptions, Attach. D (emphasis in original). These examples correspond to several of the categories of representational work for which Union officials are entitled to official time under the Agreement. The form also instructs users: "Time used for meetings with managers and supervisors is not accounted for on this form[.]" *Id.*

1. With respect to the Union's motion to file a reply to the Agency's opposition, the Authority's Regulations do not provide for the filing of such document. However, § 2429.26 of the Authority's Regulations provides that the Authority may, in its discretion, grant leave to file other documents as it deems appropriate. The Union did not have an opportunity to address the Agency's argument that the award was interlocutory because the Agency first raised this argument in its opposition. We, accordingly, grant the Union's request and consider the Union's argument. *See, e.g., AFGE, Local 2145*, 64 FLRA 231, 231 n.3 (2009).

In September 2004, the Agency's Inspector General (IG) notified the Librarian of Congress that he had completed a review of the amount of official time charged to representational activities by officials of the four unions representing employees at the Agency. *See* Exceptions, Attach. G at 1. The IG found that "the amount of official time charged to representational activities cannot be determined with any precision[ ]" because union officials and supervisors were not fully complying with the time-reporting requirements. *Id.* Such a situation, he warned, left the Agency vulnerable to criticism from Congress because the Agency would not be able to demonstrate that official time was being used reasonably and properly. *See id.* In response to the IG's recommendations, managers at the Agency advised supervisors of their responsibility to obtain official time reports from union officials and reminded the union officials of their personal responsibility for completing the reports. [2] *See* Award at 8-9.

In August 2006, a management official reminded the Union President that he had submitted no official time reports for some pay periods and that, in other instances, his reports did not provide sufficient detail. *See* Exceptions, Attach. B at 1. Thereafter, the Union President began submitting written reports. *See id.* at 2. The Agency continued to object, however, to the lack of detail in the reports. In the space for "purpose," the Union President wrote "Discussion of concerns" or "Discussion of dispute, grievance or appeal" or "Preparation" without further elaboration. *E.g.,* Exceptions, Attach. F at 1. The management official advised the Union that its officials needed to "report sufficient details regarding each 'discussion,' 'preparation,' or 'Association meeting' . . . so that the Library can confirm that the discussion, preparation or meeting involved appropriate representational functions and that the time claimed as official time was reasonable." Exceptions, Attach. B at 2. The Union President insisted that the Agreement did not require any more elaboration than he had provided. *See id.* at 4. The Agency then filed a written grievance. The issues submitted to the Arbitrator were: "Whether, since September 2006, the Union's officials have reported their official time for Union representational activities consistent with the Collective Bargaining Agreement and the [S]tatute, specifically 5 U.S.C. Chapter 71. If not, what shall be the remedy?" Award at 3.

The Arbitrator concluded that the official time reports submitted by the Union, particularly those submitted by the President, did not comply with the requirements of Article XXXIV of the Agreement and of the Statute. *See* Award at 29. He rejected the Union's argument that it was not required to provide any details beyond the descriptive phrases listed on the negotiated time report itself, noting that the new official time reporting requirements in the 2005 Agreement came into effect in the immediate wake of the problems identified in the IG's report. *See id.* at 26-27, 36. He found that the Union's repeated use of terms such as "discussion" and "preparation" made it impossible to ascertain whether the claimed official time fit within the 40 hours per pay period allowed by Section 3(A) of Article XXXIV or within the category of meetings with managers and supervisors (Section 3(D)) that has no specific time limit; whether the time included work for internal Union business that is unauthorized under Section 3(E) of Article XXXIV and under § 7131 of the Statute; or whether the time spent was "reasonable" and "expeditious." *Id.* at 30-31.

The Arbitrator considered it particularly important that the Union President's reports be more specific because this official "routinely" claimed more than 40 hours of official time, "typically claiming 80 hours of undifferentiated official time per pay period[.]" *Id.* at 31. The Arbitrator acknowledged the legitimacy of the Union's asserted need for protecting confidentiality in its representational activities, but noted that the Agency was not seeking to learn the identity of employees who talk to the Union. He noted that some of the official time reports submitted by the Union Vice President explained the specific type of work being done without breaching confidentiality, and he urged Union officials to use these as models in filling out the forms. *See id.* at 35-36. To remedy the Union's submission of inadequate time reports, the Arbitrator issued an "Interim Award" that gave the Union 45 days to provide more details and to retroactively reconstruct or revise its reports dating back to September 1, 2006. Award at 38. The Arbitrator retained jurisdiction for 45 days "for the purpose of determining the remedy for any official time reports that remain inadequate due to insufficient specificity." *Id.* If some or all of the reports were still inadequate, the Arbitrator would then consider ordering the Agency to convert the time claimed as official time to Leave Without Pay or Annual Leave, or allowing the Union officials to elect between these latter alternatives. *See id.*

2. Each of the four union agreements contains different entitlements to official time and different reporting requirements. Officials of some of the unions were required to complete the time reports even prior to January 2005, although Congressional Research Employees Association officers and stewards were not required to do so until 2005.

III. Positions of the Parties

A. Preliminary Issue

1. Agency's Threshold Issue

The Agency argues, as a threshold issue, that the Union's exceptions are interlocutory because the Arbitrator has not yet issued a final award. According to the Agency, in the Interim Award, the Arbitrator expressly retained jurisdiction to review the sufficiency of the Union's compliance with his order and to decide what, if any, further actions needed to be taken. As a result, the Agency maintains that the Interim Award leaves unresolved the issue of remedy and exceptions cannot be filed yet. *See* Opposition at 2-3. The Agency asserts that this case is analogous to *United States Department of Health and Human Services, Navajo Area Indian Health Service*, 58 FLRA 356 (2003) (*Navajo Area Health*) and other Authority decisions because the Arbitrator retained jurisdiction to review the sufficiency of the Union's reconstructed time reports, not simply to calculate costs or damages. *See id.* at 3-4. Moreover, the Agency argues that no extraordinary circumstances exist in this case to warrant the consideration of interlocutory exceptions. *See id.* at 5.

2. Union's Response

The Union denies that its exceptions are interlocutory. The Union argues that, while the Arbitrator labeled his award Interim, he actually resolved all issues submitted to arbitration and set forth a remedy. *See* Union's Reply Brief (Reply) at 1-2. According to the Union, unlike cases cited by the Agency, such as *Navajo Area Health*, in which the arbitrator ordered the parties to attempt to agree on a remedy, the Arbitrator here announced a remedy and simply retained jurisdiction to resolve any problems that might arise in compliance with his remedy. *See id.* at 2-3. Thus, the Union contends that the instant case is consistent with decisions in which the Authority found that exceptions were not interlocutory. *See id.* at 3 (citing *OPM*, 61 FLRA 358 (2005); *SSA, Balt., Md.*, 60 FLRA 32 (2004)). However, if the Authority were to find the Union's exceptions interlocutory, the Union also argues that extraordinary circumstances exist that necessitate immediate consideration. The Union submits that the remedy imposed by the Arbitrator will have "serious, perhaps irreparable, consequences" for the Union by overburdening the Union in reporting official time, particularly by requiring the Union to reconstruct retroactively the purposes of all of its official time dating back to September 1, 2006. *Id.* at 4-6 (citation omitted).

B. Merits

1. Union's Exceptions

The Union argues that the award should be set aside because: (1) it fails to draw its essence from the Agreement; (2) it is contrary to § 7131 of the Statute; and (3) the Arbitrator exceeded his authority by imposing an unreasonable and punitive remedy.

In support of its first exception, the Union argues that the award disregards several portions of the Agreement, reads language into the Agreement that does not exist, and effectively changes its terms. The Union argues that Article XXXIV, Section 3(F) of the parties' agreement expressly incorporates the official time form into the Agreement; the form itself was negotiated by the parties; and the "purpose" column of the form provides Union officials with several choices. Exceptions at 8-9. According to the Union, as long as the Union official chooses one of those descriptions as the purpose of the official time, he or she has satisfied the obligations of the Agreement. *See id.* at 9-10. This, in the Union's view, is supported by a provision in Section 4(A), stating that, when a Union official leaves his work area to perform representational duties, he only is required to "advise the supervisor of the general purpose, i.e., the category of representational activity as described in Section 2[.]" *Id.* at 9 (citation omitted). By adding reporting requirements that are not contained in the Agreement, the Union contends that the Arbitrator has changed the terms of the Agreement. *See id.* at 12-13. The Union also argues that the Arbitrator ignored evidence that, from January 2005 to August 2006, the Agency failed to object to the Union's failure to submit any official time reports, thereby ignoring "a well-established past practice[.]" *Id.* at 14.

The Union further insists that the level of specificity required by the Arbitrator contravenes § 7131 of the Statute. Section 7131(d), the Union asserts, allows the parties to a collective bargaining agreement to grant employees "official time in any amount" they "agree to be reasonable, necessary, and in the public interest." *Id.* at 15. The Union and the Agency set the parameters for using and accounting for official time in Article XXXIV of the Agreement, but the Arbitrator took away the Union's right to agree with the Agency on this issue by adding reporting requirements beyond those specified there. *See id.* at 15-16. According to the Union, not only did it never consent to such limitations on official time, but the degree of detail required by the Arbitrator for all use of official time will have a serious chilling effect on the performance of its representational func-

tions and will provide the Agency with information about the inner workings of the Union. *See id.* at 16.

Finally, the Union argues that the remedy imposed by the Arbitrator is unduly burdensome and against the public interest. *See id.* at 17. By requiring the Union officials to attempt to recollect how they spent every minute of their official time for a period dating back more than a year, the Arbitrator is subjecting the Union officers to the possible loss of over 2000 hours of leave or being charged with Leave Without Pay for those hours. The Union views this remedy as punitive. *See id.* If there is to be any remedy against the Union in this case, the Union argues that it should be prospective in defining the level of specificity in the Union's subsequent time reports. *See id.*

2. Agency's Opposition

The Agency asserts that the Union has not demonstrated that the award fails to draw its essence from the Agreement. *See* Opposition at 6. In the Agency's view, the Arbitrator weighed the parties' competing interpretations of the Agreement and plausibly concluded that it required more information than the mere categories listed in the "purpose" column of the form. *See id.* at 7. The Agency asserts that Article XXXIV specifies what types of representational activity is subject to the 40-hour-per-pay-period cap and what other types of activity qualify for official time, and further imposes an overall limitation of reasonableness in the quantity of official time. According to the Agency, the Arbitrator's finding — that more information from the Union was necessary to determine whether the contractual restrictions had been met — drew its essence directly from the Agreement and therefore should be upheld. *See id.* at 7-8.

With regard to § 7131 of the Statute, the Agency agrees with the Union that the Statute leaves it to the bargaining parties to negotiate the amount of time that is "reasonable, necessary, and in the public interest," but the Agency notes that the negotiated procedures for resolving disputes about official time include the grievance and arbitration procedure, which culminated here in the award. *See id.* at 11. The Agency maintains that the award is not contrary to law, but simply enforces the provision negotiated by the parties. *See id.* (citing *U.S. Dep't of Homeland Sec., U.S. Customs & Border Prot., U.S. Border Patrol, El Paso, Tex.*, 61 FLRA 122, 125 (2005) (*DHS*)).

With regard to the argument that the remedy is unduly burdensome and punitive, the Agency repeats that it is premature to evaluate the remedy, because it has not been determined yet. *See id.* at 13. The Agency further argues that the Interim Award merely requires the Union to reconstruct its official time reports beginning in September 2006, the same time that the Agency's grievance seeking more detail in the official time reports was filed. The only basis for the Union describing the Arbitrator's remedy as burdensome is the Union's refusal to keep adequate records of its official time even after the grievance was filed. *See id.*

IV. Preliminary Issue

Section 2429.11 of the Authority's Regulations provides: "[T]he Authority . . . ordinarily will not consider interlocutory appeals." In arbitration cases, this means that the Authority normally will not resolve exceptions filed to an arbitration award unless the award constitutes a complete resolution of all issues submitted to arbitration. *U.S. Dep't of Veterans Affairs, W. N.Y. Healthcare Sys., Buffalo, N.Y.*, 61 FLRA 173, 174 (2005). An award that postpones the determination of a submitted issue does not constitute a final award. *AFGE Local 12*, 38 FLRA 1240, 1246 (1990). Accordingly, when an arbitrator declines to issue a remedy or directs the parties to develop an appropriate remedy on their own, the award is not a final decision to which exceptions can be filed. *Navajo Area Health*, 58 FLRA at 357. However, if an arbitrator imposes a remedy and retains jurisdiction simply to assist the parties in the details of its application, this is not enough to render the award or exceptions interlocutory. *U.S. Dep't of the Air Force, Kirtland Air Force Base, Air Force Materiel Command, Albuquerque, N.M.*, 62 FLRA 121, 123 (2007) (*Kirtland*) (Chairman Cabaniss dissenting in part).

The *Kirtland* decision, above, is most closely applicable to the instant case. Here, the issues submitted to the Arbitrator were: "Whether, since September 2006, the Union's officials have reported their official time for Union representational activities consistent with the Collective Bargaining Agreement and the statute, specifically 5 U.S.C. Chapter 71; [a]nd, if not, what shall be the remedy?" Award at 3. The Arbitrator decided both of these issues. He ruled that the official time reports did not comply with either the Agreement or the Statute, and as a remedy he ordered the Union to retroactively reconstruct its reports, supplementing them with additional information as detailed in the award. The Arbitrator retained jurisdiction to review the revised reports, but he spelled out what the consequence would be if the revised reports were still inadequate: any time claimed as official time would have to be converted to Leave Without Pay or Annual Leave, or the affected Union officials would have to elect between those alternatives. *See id.* at 38. Thus, while the award

leaves room for further disputes over compliance, "there is no indication that the Arbitrator or parties contemplated the introduction of some new measure of damages." *Kirtland*, 62 FLRA at 123.

Although paragraph 6 of the award provides that the Arbitrator "shall make a determination of whether any of the reports continue to be inadequate or lacking in sufficient detail and also determine what the consequences should be of submitting inadequate official time reports," paragraphs 4 and 5 of the award indicate that the revised reports are to be submitted to the Agency and that the Arbitrator will become involved again only if a dispute remains concerning the adequacy of the revised reports. Award at 38. Thus, the award advises the Union as to what level of detail it is required to provide on its official time reports and what the remedy will be for any revised reports that do not meet that standard. To constitute a final decision, an award must impose a remedy, as the Arbitrator does here, but it need not anticipate all disputes that might conceivably arise during compliance. *Kirtland*, 62 FLRA at 123. Accordingly, we find that the exceptions are not interlocutory.

V. Discussion and Analysis

A. The award does not fail to draw its essence from the parties' agreement.

In reviewing an arbitrator's interpretation of a collective bargaining agreement, the Authority applies the deferential standard of review that federal courts use in reviewing arbitration awards in the private sector. *U.S. Dep't of Homeland Sec., U.S. Customs & Border Prot., JFK Airport, Queens, N.Y.*, 62 FLRA 129, 132 (2007). Accordingly, the party appealing the award must establish that the award: (1) cannot in any rational way be derived from the agreement; (2) is so unfounded in reason and fact and so unconnected with the wording and purposes of the agreement as to manifest an infidelity to the obligation of the arbitrator; (3) does not represent a plausible interpretation of the agreement; or (4) evidences a manifest disregard of the agreement. *See U.S. Dep't of Labor (OSHA)*, 34 FLRA 573, 575 (1990).

Here, the Arbitrator noted the portions of Article XXXIV of the parties' agreement that authorize different amounts of official time to different Union officials for a variety of purposes. While they may not use official time at all for internal Union business, they are allowed an unspecified amount of official time for meetings with management and presentation of grievances and appeals to management and third-party review boards, and they are allotted a maximum of between nine and forty hours per pay period for other types of representational activity. Additionally, all of the official time used must be "reasonable," and the Agency's Chief of Labor Relations is specifically charged with the responsibility to ensure that representational functions "are being performed within reasonable limits[.]" Award at 3-6, 29-31. In the Arbitrator's view, the "generic" terms used by the Union President, such as "discussion concerns" or "preparation," did not permit the Agency to ascertain whether the time claimed was appropriate for official time or whether the quantity of time used was reasonable. *See id.* at 30-31. The Arbitrator also cited hearing testimony by the Union President as suggesting that he had commingled the different categories of quantified and unquantified representational activities in his official time reports, and the fact that he routinely exceeded the 40-hour official time cap, as grounds for requiring "a greater level of specificity" in reporting the nature of the activities for which he was claiming official time. *Id.* at 31. While the Union insists that the Agreement requires no explanation of the purpose of the claimed time beyond the phrases shown on the official time form itself, the Arbitrator's finding of a requirement for greater detail was couched directly in the language of the Agreement itself. The Union asserts that the Arbitrator ignored the language in Section 4(A) that Union officials "need only provide the minimum amount of information" to the supervisor; however, the Arbitrator explained that this provision relates to the time at which a Union official first obtains permission from the supervisor to leave his or her assigned work area, not to the time when the official completes the official time report. *Id.* at 32. Accordingly, the Union has not demonstrated that the award fails to draw its essence from the Agreement, and we deny this exception.

B. The award is not contrary to law.

When a party's exceptions challenge an award's consistency with law, the Authority reviews the exceptions *de novo*. *NTEU, Chapter 24*, 50 FLRA 330, 332 (1995) (citing *U.S. Customs Serv. v. FLRA*, 43 F.3d 682, 686-87 (D.C. Cir. 1994)). In applying the standard of *de novo* review, the Authority evaluates whether the arbitrator's legal conclusions are consistent with the applicable standard of law. *See NFFE, Local 1437*, 53 FLRA 1703, 1710 (1998). In making that evaluation, the Authority defers to the arbitrator's underlying factual findings. *Id.*

The Union argues that the award is contrary to law because the Arbitrator misinterpreted § 7131 of the Statute by requiring more detail in reporting official time than either the Statute or the parties' agreement requires.

The Union also claims that the Arbitrator's interpretation places a "chilling" burden on the Union's performance of its representational duties. Exceptions at 15-16.

Union representatives are guaranteed official time for bargaining and certain Authority-related activities. *See* 5 U.S.C. § 7131(a) and (c). Official time for other types of representational duties that are not specifically barred by § 7131(b) is subject to negotiation under § 7131(d), which provides that union representatives in the bargaining unit "shall be granted official time in any amount the agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest." The Authority has held that, in addition to the amount of time, § 7131(d) "makes *all other matters* concerning official time for unit employees engaged in labor-management relations activity subject to negotiation . . . ." *U.S. Dep't of the Air Force. HQ Air Force Materiel Command*, 49 FLRA 1111, 1119 (1994) (quoting H.R Rep. No. 1403, 95th Cong., 2d Sess. 59, *reprinted in* Comm. On Post Office and Civil Service, House of Representatives, 96th Cong. 1st Sess., *Legislative History of the Federal Service Labor-Management Relations Statute, Title VII of the Civil Service Reform Act of 1978* (Comm. Print No. 96-7), at 705 (1979) (emphasis in *Air Force*). Thus, parties are permitted to bargain over related contractual provisions; however, they are not required to do so. Once parties have agreed to the terms and conditions of § 7131(d) official time in their collective bargaining agreement, whether the parties have complied with the agreement is not a legal question; rather, it is a matter of contract interpretation to be resolved under the essence standard (unless the contract is unenforceable). *DHS*, 61 FLRA at 125.

Because the Union has not asserted that Article XXXIV of the parties' agreement is unenforceable, the question is whether the Arbitrator's interpretation of this provision draws its essence from the parties' agreement. *See id.* As discussed above, the Union has not demonstrated that the Arbitrator's interpretation of Article XXXIV as requiring detailed official time reports fails to draw its essence from the parties' agreement. The Union, accordingly, has not provided a basis for establishing that the award is deficient. *See id.* (Authority denied party's contrary to law exception where party failed to establish that arbitrator's interpretation of provision dealing with § 7131(d) of the Statute failed to draw its essence from the parties' agreement or was otherwise unenforceable).

Moreover, consistent with Authority precedent, agency oversight of a union's time spent on representational duties does not necessarily chill or interfere with the union's exercise of its statutory rights. In an arbitration case where the parties had negotiated a fixed amount of official time for the union president, the Authority upheld an arbitrator's award that the union president was entitled to 100% official time, but "only if he can document that appropriate [u]nion business requires 100% of [the] work week." *U.S. Small Business Admin.*, 30 FLRA 75, 78-79 (1987). Additionally, in the context of an unfair labor practice case, the Authority found that a supervisor was justified in asking employees who phoned a union steward at work whether their calls were related to business, the union, or personal matters, explaining that "this was a reasonable method of policing the contract which specifically limits the use of official time for Union activity to 'a reasonable amount.'" *U.S. Air Force, Air Force Logistics Command, Wright-Patterson Air Force Base, Ohio* 14 FLRA 311, 312, 329 (1984).

We, therefore, deny the Union's contrary to law exception.

C. The Arbitrator did not exceed his authority.

An arbitrator exceeds his or her authority when the arbitrator fails to resolve an issue submitted to arbitration, resolves an issue not submitted to arbitration, disregards specific limitations on his or her authority, or awards relief to persons who are not encompassed within the grievance. *See U.S. Dep't of Defense, Army & Air Force Exch. Serv.*, 51 FLRA 1371, 1378 (1996). In the absence of a stipulation by the parties of the issue to be resolved, an arbitrator's formulation of the issues is given substantial deference. *See AFGE, Local 987*, 50 FLRA 160, 161-62 (1995).

The issue for the Arbitrator was: "Whether, since September 2006, the Union's officials have reported their official time for Union representational activities consistent with the Collective Bargaining Agreement and the statute, specifically 5 U.S.C. Chapter 71. And, if not, what shall be the remedy?" Award at 3. In his Award, the Arbitrator answered the question in the negative and imposed a remedy that directly addressed the deficiencies he identified in the official time records. The Union has not identified any area in which the Arbitrator exceeded any limitations on his authority that are imposed by the Agreement or the Statute.

Accordingly, we deny this exception.

VI. Decision

We deny the Union's exceptions.