

63 FLRA No. 130

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
COUNCIL 236
(Union)

and

UNITED STATES
GENERAL SERVICES ADMINISTRATION
REGION 9
SAN FRANCISCO, CALIFORNIA
(Agency)

0-AR-4518

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DECISION

June 8, 2009

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Before the Authority: Carol Waller Pope, Chairman
and Thomas M. Beck, Member

This matter is before the Authority on exceptions to an award of Arbitrator Samuel A. Vitaro 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.

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, the Authority concludes that the award is not deficient on the grounds raised in the exceptions and set forth in § 7122(a).^{*} See *United*

^{*} The Union also contends that the award fails to comply with the Authority's Regulations because it was transmitted as an e-mail attachment, which was not dated or signed by the Arbitrator. However, the Authority's Regulations do not cover the method of service by arbitrators of their awards on the parties. *Soc. Sec. Admin., Headquarters, Woodlawn, Md.*, 63 FLRA No. 100 (2009). The Authority's Regulations also do not require that arbitration awards be signed and dated. Furthermore, the Arbitrator subsequently served a signed copy of the award on the parties by mail. Consequently, the Union fails to establish

States 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 or her authority, or awarded relief to persons who were not encompassed within the grievance); *United States Dep't of Labor (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).

Accordingly, the Union's exceptions are denied.

that the award does not comply with the Authority's Regulations.