

66 FLRA No. 115

AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 085
(Union)

and

UNITED STATES
DEPARTMENT OF VETERANS AFFAIRS
EASTERN KANSAS HEALTH CARE SYSTEM
LEAVENWORTH, KANSAS
(Agency)

0-AR-4810

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DECISION

April 25, 2012

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

This matter is before the Authority on exceptions to an award of Arbitrator Steven Briggs 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 U.S. 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 authority, or awarded relief to persons who were not encompassed within the grievance); *U.S. Dep’t of the Air Force, Lowry Air Force Base, Denver, Colo.*, 48 FLRA 589, 593-94 (1993) (award not deficient as based on a nonfact where excepting party either challenges a factual matter that the parties disputed at arbitration or fails to demonstrate that the central fact underlying the award is clearly erroneous, but for which a different result would have been reached by the arbitrator); *U.S. 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.

* The Authority issued an Order to Show Cause (Order), directing the Union to explain why its exceptions should not be dismissed as untimely filed. The Union filed a timely response to the Authority’s Order, demonstrating that the award was served on the Union by e-mail and U.S. mail on January 3, 2012. As the Union’s exceptions were filed with the Authority on February 2, 2012, the Union’s exceptions were timely filed. *See* 5 C.F.R. § 2425.2(b) and (c)(1), (3), and (5).