74 FLRA No. 48

UNITED STATES
DEPARTMENT OF THE NAVY
COMMANDER NAVY REGION NORTHWEST
FIRE AND EMERGENCY SERVICES
(Agency)

and

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL F-282
(Union)

0-AR-6008

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DECISION

September 19, 2025

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Before the Authority: Colleen Duffy Kiko, Chairman, and Anne Wagner, Member

I. Statement of the Case

The Union filed a grievance alleging that the Agency violated the parties' collective-bargaining agreement by directing a firefighter (the grievant) to "rotate" to a fire station other than his assigned station to fill a vacancy for a single work shift.[1] Arbitrator Andrew Dixon issued an initial award, in which he found that the Agency violated the parties' agreement; sustained the grievance; and retained jurisdiction to resolve any questions regarding the sustained grievance (first award). After the Agency requested clarification of the basis for the Arbitrator's ruling, the Arbitrator issued a new award in which he effectively reversed the first award and denied the grievance (second award).

The Agency filed exceptions to the first award on nonfact and essence grounds. The Union filed exceptions to the second award on the following grounds: (1) the award is contrary to law; fails to draw its essence from the parties' agreement; and is incomplete, ambiguous, or contradictory; and (2) the Arbitrator was biased, denied the Union a fair hearing, and exceeded his authority. For the reasons that follow, we dismiss the Agency's exceptions to the first award, and partially dismiss and partially deny the Union's exceptions to the second award.[2]

II. Background and Arbitrator's Awards

The Agency operates a fire department that consists of several fire stations, which are organizationally divided into three geographically-based battalions. The grievant is normally assigned to Fire Station 29 (Station 29) in Battalion 3. In November 2023, the Agency directed the grievant to rotate to Fire Station 70 (Station 70) in Battalion 3 to fill a vacancy for a single work shift.

The Union then filed a grievance alleging that the Agency violated the parties' agreement by rotating the grievant instead of an employee from Fire Station 71, the nearest fire station within Battalion 3, to fill the Station 70 vacancy. The Agency denied the grievance, and the parties proceeded to arbitration.

The Arbitrator stated the issue as whether "the [Agency] violate[d] the [parties' agreement] when it failed to fill a vacancy with staffing from the nearest fire station within the [b]attalion?"[3]

On December 31, 2024, the Arbitrator issued the first award. He found relevant Articles 19 and 22 of the parties' agreement (Article 19 and Article 22, respectively). Article 19, Section 1 provides, in pertinent part, that employees "may be rotated to work at any fire station when there is a need for additional staffing"; "[r]otations will normally be within the battalion, but may occur outside the battalion from the next fire station closest (in commuting miles) to the requesting fire station"; and employees may be "rotated out of order . . . to meet mission requirements."[4] Article 19, Section 2 provides that

[1] Agency's Exceptions, Ex. D, Grievance, at 1; *see also* Agency's Exceptions, Ex. B (First Award) at 3.

[2] In accordance with Authority practice, we consolidate the exceptions for a single decision. *NLRB*, 72 FLRA 334, 334 n.2 (2021) (consolidating parties' exceptions to arbitrator's first and second awards arising from same proceeding in single decision).

[3] First Award at 1. In its exceptions, the Union states that the parties stipulated to the issue. Union Exceptions at 12. While the Agency does not dispute this assertion, it is unclear from the record whether the parties stipulated to the issue, and the Arbitrator's statement of the issue differs from that in the Union's post-hearing brief. Union's Exceptions, Attach. 9 at 4. The Agency did not set forth an issue statement in its post-hearing brief. Agency's Exceptions, Ex. E at 1-10. In any event, our resolution of the parties' exceptions does not depend upon whether the parties stipulated to the issue, so we do not address the matter further.

[4] First Award at 1 (quoting Art. 19, § 1).

employees "assigned to Battalion 3 will only be . . . reassign[ed] within Battalion 3" and "will not involuntary move from Battalion 3 to Battalion 1 or 2 or vice versa."[5] Article 22 provides procedures for assigning overtime.[6]

The Arbitrator noted that Articles 19 and 22 contain "separate" lists for rotation and overtime.[7] He rejected the Union's argument that flow charts in Article 22 applied to the rotation at issue, finding that "mandated overtime via Article 22's [f]low [c]harts does not control the Agency's selection of rotating firefighters."[8] He also found that Article 22 did not reference or limit Article 19's procedures for selecting employees to rotate through different fire stations. Instead, citing Article 19, Section 2's prohibition on involuntary reassignments, the Arbitrator found that the Agency violated Article 19 because the Agency failed to present any evidence that the grievant volunteered to be rotated to Station 70.

On this basis, the Arbitrator sustained the grievance. As a remedy, the Arbitrator directed the Agency to "apply strict adherence to all contractual provisions, notably in Article 19."[9] Further, he expressly retained jurisdiction "over this matter to resolve any questions regarding the Union's sustained grievance."[10]

On January 15, 2025,[11] the Agency contacted the Union to propose the parties submit a joint request to the Arbitrator requesting clarification of the first award. The Agency stated that "the [A]rbitrator misunderstood a fundamental fact . . . that [the grievant] was stationed within Battalion 3" and did not "clearly address . . . rotation within a battalion."[12] Specifically, the Agency proposed requesting the Arbitrator clarify "whether the Agency is required to rotate a firefighter from the nearest station *within* a battalion[,]" noting that the grievant was "originally stationed within Battalion 3" and "[t]his situation involved a rotation *within* Battalion 3."[13] The next day, the Union responded to the Agency stating, "Feel free to request a clarification . . . [;] however[,] the Union will not be part of a joint request."[14]

On January 17, the Agency emailed its request for clarification to the Arbitrator, stating:

> It is unclear to the Agency why you believe the Agency violated the collective[-]bargaining agreement, specifically Article 19, [S]ection 1, when it rotated (not reassigned) an employee within Battalion 3. Article 19, [S]ection 2 was not triggered in this scenario, since this was not a reassignment, and no one was moved to a new battalion. A clear explanation would assist the Agency in adhering to [Article] 19, [S]ection 1 for future rotations of employees within Battalion 3. Therefore, the Agency requests clarification whether the Agency is required to rotate a firefighter from the nearest station within a battalion.[15]

In its email to the Arbitrator, the Agency also included the Union's position that the Agency was "free" to request the clarification but would not join the Agency's request.[16] The Agency copied the Union on the email. On January 20, the Arbitrator notified the parties that he received the clarification request and would "address [it] shortly."[17]

On January 24, the Arbitrator issued the second award. He found that Article 19 did not restrict rotations based on proximity within Battalion 3, and, because both Stations 29 and 70 are within Battalion 3, the Agency's direction to rotate the grievant did not violate Article 19. Additionally, for the same reasons as in the first award, the Arbitrator again found that the Agency did not violate Article 22. On these bases, the Arbitrator concluded that Articles 19 and 22 did not prohibit the Agency from rotating the grievant to fill the vacancy in dispute. Therefore, the Arbitrator denied the grievance and "recognized" the Agency's compliance with Article 19.[18]

[5] *Id.* at 2 (quoting Art. 19, § 2).
[6] *Id.*
[7] *Id.* at 4.
[8] *Id.* at 5.
[9] *Id.* at 6.
[10] *Id.*
[11] All subsequent dates occurred in 2025 unless otherwise noted.
[12] Agency's Exceptions, Ex. G at 1; Union's Exceptions, Attach. 2 at 1.
[13] Agency's Exceptions, Ex. G at 1; Union's Exceptions, Attach. 2 at 1.
[14] Agency's Exceptions, Ex. G at 1.
[15] Agency's Exceptions, Ex. H at 1.
[16] *Id.*
[17] Agency's Exceptions, Ex. I at 1.
[18] Agency's Exceptions, Ex. J (Second Award) at 5.

On January 29, the Union emailed the Arbitrator objecting to the Arbitrator's issuance of the second award.

On February 3, the Agency filed exceptions to the first award, and, on February 14, the Union filed an opposition to the Agency's exceptions. On February 14, the Union filed exceptions to the second award, and on March 20, the Agency filed an opposition to the Union's exceptions.

III. Preliminary Matters

A. The Authority has jurisdiction to review the exceptions.

On March 27, President Donald J. Trump issued Executive Order 14,251 (EO 14251),[19] amending Executive Order 12,171.[20] Pursuant to § 7103(b)(1) of the Federal Service Labor-Management Relations Statute (the Statute)[21] and 22 U.S.C. § 4103(b), EO 14251 excluded certain agencies and agency subdivisions from the coverage of the Statute. As relevant here, Section 2 of EO 14251 excludes the Department of Defense, and, therefore, the Department of the Navy,[22] from the Statute's coverage.[23] Therefore, on April 4, the Authority's Office of Case Intake and Publication (CIP) issued an order directing the Agency and the Union each to show cause why the Authority should not dismiss this matter for lack of jurisdiction.[24]

In response to the order, the Agency asserts that the Authority has jurisdiction because EO 14251 does not exempt "the immediate, local employing offices of any . . . firefighters" from the Statute's coverage.[25] We agree. Section 2 of EO 14251 states that "nothing in this section shall exempt from coverage of [the Statute] . . . the immediate, local employing offices of any agency . . . firefighters."[26] There is no dispute that the Agency is the immediate, local employing office of firefighters. Therefore, EO 14251 does not exclude the Agency from the Statute's coverage, and we have jurisdiction to review the parties' exceptions.

B. Sections 2425.4(c) and 2429.5 of the Authority's Regulations bar several of the Union's arguments.

The Union argues that the second award is contrary to § 7122(a) of the Statute,[27] the Federal Mediation and Conciliation Service ethics rules found in the Code of Professional Responsibility for Arbitrators of Labor Management Disputes (Code of Professional Responsibility),[28] and 29 C.F.R. § 1404.4[29] because the Arbitrator had no authority to issue the second award without joint consent or input from the Union. Citing the Code of Professional Responsibility, the Union similarly argues that the Arbitrator was biased,[30] denied it a fair hearing,[31] and exceeded his authority because he issued the second award without joint consent or input from the Union.[32] The Union also asserts that the second award fails to draw its essence from the parties' agreement and exceeded the Arbitrator's authority because he allegedly did not follow Article 8 of the parties' agreement (Article 8) when he overturned the first award with the second award.[33] The Union contends that it raised these arguments in a January 29 email to the Arbitrator.[34]

Under §§ 2425.4(c) and 2429.5 of the Authority's Regulations, the Authority will not consider arguments or evidence that could have been, but were not, presented to

[19] Exclusions from Federal Labor-Management Relations Program, EO 14251, 90 Fed. Reg. 14553 (Apr. 3, 2025); *see* Off. of Pers. Mgmt., *Guidance on Executive Order Exclusions from Federal Labor-Management Programs* (Mar. 27, 2025) (OPM Guidance), https://www.opm.gov/policy-data-oversight/latest-memos/guidance-on-executive-order-exclusions-from-federal-labor-management-programs.pdf.

[20] Exclusions from the Federal Labor-Management Relations Program, Exec. Order No. 12171, 44 Fed. Reg. 66565 (Nov. 19, 1979).

[21] 5 U.S.C. § 7103(b)(1).

[22] The Department of the Navy "operates under the authority, direction, and control of the Secretary of Defense." 10 U.S.C. § 8011.

[23] EO 14251, 90 Fed. Reg. at 14553; *see* OPM Guidance at 1.

[24] Order to Show Cause, Apr. 4, 2025, (SCO I) at 1 (citing *U.S. Att'y's Off., S. Dist. of Tex., Hous., Tex.*, 57 FLRA 750 (2002) (where President amended Executive Order 12,171 to exclude additional entity from Statute's coverage, Authority ordered affected parties to brief whether Authority lacked jurisdiction over their cases)).

[25] Resp. to SCO I at 1. The Union did not file a response to SCO I or a reply to the Agency's response.

[26] EO 14251, 90 Fed. Reg. at 14,554; *see* OPM Guidance at 3 n.2 (noting exception to statutory exclusions for "the immediate employing offices of . . . firefighters").

[27] Union's Exceptions at 7 (arguing that because the award is contrary to law, it "meets the parameters of vacating a decision or award as cited in 5 [U.S.C. §] 7122[(a)]").

[28] *Id.* at 6-7; *see* Fed. Mediation and Conciliation Serv., *Arbitrator Code of Professional Responsibility*, https://www.fmcs.gov/services/arbitration/arbitrator-code-professional-responsibility/ (last visited Sept. 12, 2025).

[29] Union's Exceptions at 5-6.

[30] *Id.* at 9-10.

[31] *Id.* at 10-11.

[32] *Id.* at 12-14.

[33] *Id.* at 11-14 (arguing that the relevant section of Article 8 states that "[t]he arbitrator's award will be binding on both [parties], except that either [party] may file exceptions to an arbitrator's award with the FLRA, under regulations prescribed by the Authority" and, therefore, the Arbitrator was without contractual authority to issue the second award).

[34] *Id.* at 6-7, 9, 11-12, 14; *see* Union's Exceptions, Attach. 7 at 1.

the arbitrator.[35] The record demonstrates that the Agency contacted the Union, proposing a joint request to the Arbitrator requesting clarification of the first award.[36] Specifically, in its communication to the Union, the Agency stated that "the [A]rbitrator misunderstood a fundamental fact . . . that [the grievant] was stationed within Battalion 3" and did not "clearly address . . . rotation within a battalion."[37] The Agency further stated that it proposed requesting that the Arbitrator clarify "whether the Agency is required to rotate a firefighter from the nearest station *within* a battalion[,]" noting that the grievant was "originally stationed within Battalion 3" and "[t]his situation involved a rotation *within* Battalion 3."[38]

In response, the Union stated the Agency could "[f]eel free to request a clarification . . . however the Union will not be part of a joint request."[39] The record also shows that the Agency emailed its request to the Arbitrator and copied the Union.[40] In its request, the Agency stated that it was "unclear" why the Arbitrator found that the Agency violated Article 19, Section 1 because the Agency rotated the grievant within Battalion 3, and Article 19, Section 2 "was not triggered" because "this was not a reassignment, and no one was moved to a new battalion."[41] In addition, the Agency also stated that "[a] clear explanation would assist the Agency in adhering to [Article] 19, [S]ection 1 for future rotations within Battalion 3[,]" and, therefore, requested clarification on "whether the Agency is required to rotate a firefighter from the nearest station within a battalion."[42] The record further demonstrates that on January 20, the Arbitrator notified the parties that he "w[ould] address [the Agency's request] shortly[,]"[43] and on January 24, he issued the second award.

Given the circumstances, including the nature of the clarification request and the broad scope of the Arbitrator's retained jurisdiction "to resolve any questions regarding the Union's sustained grievance[,]"[44] it was foreseeable that the Arbitrator's response to the clarification request might result in a substantive modification of the first award. However, prior to issuance of the second award, the Union did not raise any ethical considerations or concerns regarding the Arbitrator's authority to substantively alter the first award without the Union's consent or input, despite having time to do so.[45] Moreover, there is no claim or evidence that the Arbitrator prevented the Union from responding to the Agency's clarification request.[46] The Union's January 29 email does not demonstrate that it raised its arguments to the Arbitrator *before* he issued the second award.[47] Additionally, there is no evidence that the Union raised Article 8 before the Arbitrator at any point, including in its January 29 email to the Arbitrator.

Because the Union could have, but did not, timely raise its arguments concerning the Arbitrator's authority to issue the second award during the arbitration proceedings, it cannot do so now. Accordingly, we dismiss the Union's contrary-to-law and fair-hearing exceptions, and partially

[35] 5 C.F.R. § 2425.4(c) ("[A]n exception may not rely on any . . . arguments . . . that could have been, but were not, presented to the arbitrator."); *id.* § 2429.5 ("The Authority will not consider any . . . arguments . . . that could have been, but were not, presented in the proceedings before the . . . arbitrator.").

[36] Agency's Exceptions, Ex. G at 1; Union's Exceptions, Attach. 2 at 1.

[37] Agency's Exceptions, Ex. G at 1; Union's Exceptions, Attach. 2 at 1.

[38] Agency's Exceptions, Ex. G at 1; Union's Exceptions, Attach. 2 at 1.

[39] Agency's Exceptions, Ex. G at 1; Union's Exceptions, Attach. 3 at 1.

[40] Agency's Exceptions, Ex. H at 1-2; Union's Exceptions, Attach. 4 at 1-2.

[41] Agency's Exceptions, Ex. H at 1.

[42] *Id.*

[43] Agency's Exceptions, Ex. I at 1; Union's Exceptions, Attach. 5 at 1.

[44] First Award at 6.

[45] *U.S. DOL*, 67 FLRA 287, 288 (2014) (finding argument barred when party failed to claim that it made any attempt during a two-week period before the award issued to rebut a claim made by the opposing party before the arbitrator).

[46] *See, e.g., U.S. DHS, U.S. CBP, U.S. Border Patrol, El Paso Sector, El Paso, Tex.*, 72 FLRA 253, 259 (2021) (Member Abbott dissenting in part on other grounds) (finding argument barred where no claim that party was prevented from presenting it to the arbitrator); *USDA, Farm Serv. Agency, Kan. City, Mo.*, 65 FLRA 483, 484 n.4 (2011) (same). We note that the Union contends the Arbitrator responded to its January 29 email on February 2 "stating that he will address the inquiry shortly, but has failed to take any further action." Union's Exceptions at 6-7, 9, 11-12, 14. However, the Union did not include the Arbitrator's alleged response with the documents attached to its exceptions. *See* 5 C.F.R. § 2425.4 (requiring that exceptions be "self-contained" and include "legible copies of any documents . . . reference[d] in the arguments . . . that the Authority cannot easily access").

[47] *U.S. Dep't of the Air Force, Warner Robins Air Logistics Ctr.*, 71 FLRA 758, 759 n.5 (2020) (Member DuBester dissenting on other grounds) (noting that evidence in support of its arguments made in its exceptions was "clearly not presented to the [a]rbitrator because they are dated after the award was issued[,]" and, therefore, would be not be considered under § 2429.5 as presented in the proceedings before the arbitrator).

dismiss the Union's bias, essence, and exceeded-authority exceptions.[48]

IV. Analysis and Conclusions

A. The Union does not demonstrate that the second award is incomplete, ambiguous, or contradictory so as to make implementation impossible.

The Union challenges the second award on the ground that it is "incomplete, ambiguous, or contradictory as to make implementation of the award impossible."[49] Specifically, the Union argues that the second award is deficient because it is "invalid, missing sections, is numbered incorrectly, contradicts the [first] award, only applies a select portion of the [parties' agreement] . . . and was issued after the [thirty]-day time limit for filing an exception on the [first] . . . award."[50]

In order for the Authority to find an award deficient as incomplete, ambiguous, or contradictory, the appealing party must show that implementation of the award is impossible because the meaning and effect of the award are too unclear or uncertain.[51] The Union does not explain how the second award – which denied the grievance and awarded no remedies – is so unclear or uncertain that it is impossible to implement.[52] Therefore, we deny the Union's exception that the second award is incomplete, ambiguous, or contradictory so as to make implementation impossible.

B. The Union does not demonstrate that the Arbitrator was biased.

The Union asserts that the Arbitrator was biased because he mailed the second award "to the Agency at the correct address, but put a wrong address for the Union despite being provided and having mailed previous correspondence to the Union at the proper address."[53]

To establish arbitral bias, the excepting party must demonstrate that (1) the award was procured by improper means, (2) there was partiality or corruption on the arbitrator's part, or (3) the arbitrator engaged in misconduct that prejudiced the party's rights.[54]

The Union has not provided any evidence that that the Arbitrator mailed the second award to an incorrect Union address.[55] But even assuming that the Arbitrator did so, that alone does not demonstrate that that the second award was procured by improper means, that there was partiality or corruption on the Arbitrator's part, or that the Arbitrator engaged in misconduct.[56] In addition, the Union does not explain how the Arbitrator's allegedly deficient mailing prejudiced its rights. In this regard, we note that the Union timely filed its exceptions to the second award and submitted the second award as an attachment to its exceptions.[57] Thus, we find that the Union has not demonstrated that the Arbitrator's conduct prejudiced its rights.[58]

We deny the Union's bias exception.

C. The Union does not demonstrate that the second award fails to draw its essence from the parties' agreement.

The Union argues that the second award fails to draw its essence from the parties' agreement.[59] The Union asserts that the Arbitrator directed the Agency to "follow[] 'all' provisions in the [parties' agreement]" in the first award, "but then only cited Article 19 . . . and ignored the provisions in the rest of the [parties' agreement],

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[48] *See SSA*, 73 FLRA 708, 712 (2023) (dismissing argument that arbitrator was "functus officio," and thus exceeded his authority by issuing subsequent awards, because the argument could have been, but was not, presented to the arbitrator); *AFGE, Loc. 1012*, 73 FLRA 704, 705 (2023) (finding arguments related to arbitrator's actions barred where union knew of agency communications with arbitrator and did not raise any concerns to the arbitrator).

[49] 5 C.F.R. § 2425.6(b)(2)(iii); Union's Exceptions at 8.

[50] Union's Exceptions at 8.

[51] *U.S. Dep't of the Army, Fort Huachuca, Ariz.*, 74 FLRA 18, 21 (2024) (citing *U.S. Dep't of the Army, U.S. Army Garrison, Picatinny Arsenal, N.J.*, 73 FLRA 700, 702 (2023), *recons. denied*, 73 FLRA 827 (2024)).

[52] *See AFGE, Loc. 25*, 74 FLRA 3, 5 (2024) (denying exception where party did not explain how award denying grievance was impossible to implement (citing *U.S. Dep't of VA, John J. Pershing VA Ctr., Poplar Bluff, Mo.*, 73 FLRA 842, 843 (2024))).

[53] Union's Exceptions at 9.

[54] *U.S. Dep't of VA, John J. Pershing VA Med. Ctr., Poplar Bluff, Mo.*, 73 FLRA 498, 504, *recons. denied*, 73 FLRA 628 (2023).

[55] Under 5 C.F.R. § 2425.4(a), a party is required to "set [] forth, in full" the arguments "in support of" its exceptions, including "specific references to the record . . . and any other relevant documentation," as well as "[l]egible copies of any documents . . . reference[d]" that "the Authority cannot easily access."

[56] *AFGE, Council of Prisons Locs., Loc. 3977*, 62 FLRA 41, 42-43, 44 (2007) (finding award not deficient on bias grounds where excepting party alleged arbitrator sent document to agency, but not union); *see AFGE, Loc. 788*, 67 FLRA 291, 292 (2014) (finding award not deficient on bias grounds where ex parte communication between agency and arbitrator had occurred, and union failed to show arbitrator bias).

[57] Union's Exceptions, Attach. 6.

[58] *See, e.g., U.S. Dep't of Transp., FAA*, 68 FLRA 402, 403 (2015) (party not prejudiced by delay in delivery of service of exceptions where party filed timely opposition); *Marine Corps Logistics Base, Barstow, Cal.*, 52 FLRA 1039, 1043 (1997) (finding party not prejudiced by deficient service where party received documents and was able to prepare and present its case).

[59] Union's Exceptions at 11-12.

specifically Article 22 in the [second award]."[60] According to the Union, Article 22 contains a "[v]acancy flow chart" for Battalion 3 that requires filling a "daily staffing vacancy" from the nearest station.[61]

The Authority will find that an award fails to draw its essence from a collective-bargaining agreement when the excepting party establishes 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.[62]

Contrary to the Union's assertion, the Arbitrator did not ignore Article 22 in the second award. Rather, the Arbitrator concluded – as he also had in the first award – that Article 22's flow charts did not control rotation under Article 19 and did not prohibit rotating the grievant to fill the vacancy in dispute.[63] Other than referencing the flow chart for Battalion 3, the Union does not cite any provisions of Article 19 or Article 22, or explain how the Arbitrator's conclusion regarding Article 22 in the second award fails to draw its essence from those articles. Therefore, the Union does not demonstrate that the second award is irrational, unfounded, implausible, or in manifest disregard of the parties' agreement. Accordingly, we deny this exception.[64]

D. The Union does not demonstrate that the Arbitrator exceeded his authority.

The Union reiterates the arguments made in support of its essence exception to assert that the Arbitrator exceeded his authority by "disregard[ing]" Article 22 in the second award.[65] For the reasons stated above, we find that the Arbitrator did not ignore Article 22. Consequently, we deny this exception.[66]

E. The Agency's exceptions are moot.

The Agency argues that the first award[67] is based on a nonfact and fails to draw its essence from the parties' agreement.[68] The Agency also states that it "requests that the FLRA grant the Agency's exception[s] and reverse the [first award] . . . should [the second award] . . . be deemed invalid for any reason."[69]

In the second award, the Arbitrator effectively reversed the first award and denied the grievance without remedies. In light of our decision dismissing or denying the Union's exceptions challenging the second award, we dismiss the Agency's exceptions, which seek reversal of the first award, as moot.[70]

V. Decision

We dismiss the Agency's exceptions, and partially dismiss and partially deny the Union's exceptions.

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[60] *Id.* at 12.
[61] *Id.*
[62] *AFGE, Loc. 446*, 73 FLRA 421, 421 (2023) (citing *U.S. Dep't of VA, John J. Pershing VA Med. Ctr., Poplar Bluff, Mo.*, 73 FLRA 67, 69 (2022) (then-Member Kiko concurring on other grounds)).
[63] Second Award at 5.
[64] *Consumer Fin. Prot. Bureau*, 73 FLRA 663, 664 (2023) (denying essence exception asserting arbitrator "completely ignored" provision of parties' collective-bargaining agreement where arbitrator found provision inapplicable); *AFGE, Loc. 916*, 47 FLRA 692, 696 (1993) (rejecting essence exception where arbitrator did not "ignore" contractual provision as alleged, but rather found provision did not address issue before him).
[65] Union's Exceptions at 13.
[66] *Indep. Union of Pension Emps. for Democracy & Just.*, 71 FLRA 822, 824 (2020) (citing *U.S. Dep't of the Army, White Sands Missile Range, White Sands Missile Range, N.M.*, 67 FLRA 619, 623 (2014)) (denying exceeded-authority exception based on restated, and previously rejected, essence arguments).
[67] On February 27, CIP issued an order directing the Agency to show cause why the Authority should not dismiss its exceptions as interlocutory. Order to Show Cause, February 27, 2025 (SCO II) at 1. On March 24, the Agency filed a response to the order asserting that its exceptions should not be dismissed until the Authority determines the outcome of the Union's exceptions. Resp. to SCO II at 1-2. Even if the Agency's exceptions to the first award could properly be considered interlocutory, the Arbitrator's issuance of the second award has rendered any interlocutory status of those exceptions moot. *NLRB*, 72 FLRA at 336 (finding interlocutory status of exceptions to earlier award moot once arbitrator issued final award resolving remaining issues).
[68] Agency's Exceptions at 5-9.
[69] *Id.* at 9; *see id.* at 5.
[70] *U.S. Dep't of the Army, Army Info. Sys. Command, Savanna Army Depot*, 38 FLRA 1464, 1468 (1991) (dismissing exceptions to initial award as moot). In addition, we note that the Union argues that the parties' communications with each other and the Arbitrator after the first award, cited by the Agency in its exceptions to the first award, are barred under 5 C.F.R. § 2429.5 because "this evidence was not presented . . . during the arbitration proceedings." Union's Opp'n at 7; *see id*. at 6. Because we dismiss the Agency's exceptions as moot, we find it unnecessary to resolve the Union's argument. *See, e.g., U.S. Dep't of the Air Force, 47th Flying Training Wing, Laughlin Air Force Base, Del Rio, Tex.*, 69 FLRA 639, 641 (2016) (Member DuBester concurring in part, dissenting in part on other grounds) (finding it unnecessary to resolve union argument that agency's exception was barred under 5 C.F.R. § 2429.5 where Authority found it unnecessary to address the agency's exception).