**74 FLRA No. 78**

NATIONAL AIR
TRAFFIC CONTROLLERS ASSOCIATION
(Union)

and

UNITED STATES
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
(Agency)

0-AR-5877

DECISION

September 14, 2026

Before the Authority: Colleen Duffy Kiko, Chairman, and Anne Wagner and Charles O. Arrington, Members
(Member Wagner concurring in part and dissenting in part)

## I. Statement of the Case

Arbitrator Alan Symonette issued an award finding that the Agency properly processed dues revocations pursuant to § 2429.19 of the Authority's Regulations,[1] but violated the parties' collective-bargaining agreements (the CBAs)[2] by failing to timely notify the Union of these revocations. As remedies for the notice violation, the Arbitrator directed the Agency to comply with the CBAs prospectively and to pay the Union for dues that were not collected between the time that the revocations became effective and the time that the Agency ultimately notified the Union of the revocations. The Union filed exceptions alleging the award is contrary to law, in part. The Agency filed exceptions challenging the Arbitrator's monetary remedy on a number of grounds, including on the basis that it violated the doctrine of sovereign immunity. For the reasons discussed below, we deny the Union's contrary-to-law exceptions and grant the Agency's sovereign-immunity exception. In doing so, we set aside the portion of the award requiring the Agency to pay monetary damages, and we find it unnecessary to reach the Agency's remaining exceptions.

## II. Background and Arbitrator's Award

The parties have two CBAs, which as relevant to this decision contain identical language.[3] The CBAs state, in pertinent part:

> An employee who has authorized the withholding of Union dues may request revocation of such authorization after one (1) year by completion and submission of a Standard Form 1188 (SF-1188), Cancellation of Payroll Deductions for Labor Organization Dues, to the appropriate payroll processing center in accordance with the procedures below:
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> (1) First year members: An SF-1188 may be filed anytime by an employee during the thirty (30) calendar-day period beginning forty-five (45) days prior to the anniversary date of his/her first dues withholding and ending fifteen (15) days prior to the anniversary date. It is the employee's responsibility to ensure timely filing of his/her revocation forms. Revocation forms shall only be accepted by the Agency during this time period. The payroll office shall notify the Union, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.
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> (2) All other members: March 1 shall be the annual date for all revocations of Union dues. The employee must complete and submit an SF-1188 to the Agency between the dates of January 1 to January 31 of any given year. Upon receipt of a valid revocation form completed and signed by the employee, the appropriate Agency payroll processing center shall discontinue withholding the dues

[1] 5 C.F.R. § 2429.19.

[2] The Union represents multiple bargaining units, each with its own agreement.

[3] *See* Award at 2. We note the record demonstrates that the relevant provisions in both agreements contain identical language and meaning. *Compare* Union's Exceptions, Attach. 1 at 41-42 (Consolidated CBA), *with* Union's Exceptions, Attach. 2 at 45-46 (CPC CBA).

> from the employee's pay effective only with the first full pay period which begins after the following March 1. The payroll office shall notify the Union, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.[4]

In 2020, the Federal Labor Relations Authority promulgated a new regulation after notice and comment – 5 C.F.R. § 2429.19 – that states, in pertinent part, "[A]fter the expiration of the one-year period during which [a dues] assignment may not be revoked under 5 U.S.C. [§] 7115(a), an employee may initiate the revocation of a previously authorized assignment at any time that the employee chooses."[5] When promulgating this regulation, the Authority explained that it would apply "to the revocation of assignments that were authorized . . . on or after August 10, 2020."[6] The Authority also stated that, "[l]ike all government[-]wide regulations," § 2429.19 is subject to the constraints of § 7116(a)(7) of the Federal Service Labor-Management Relations Statute (the Statute),[7] which makes it an unfair labor practice for agencies to enforce most regulations that conflict with a collective-bargaining agreement if the agreement was in effect before the regulations were prescribed.[8] Consequently, the Authority explained, "currently effective agreements will not be destabilized if they contain negotiated provisions that conflict with the [FLRA regulation]."[9]

As relevant here, Article 106 of the CBAs provides that they automatically renew every year, and that "[g]overnment-wide regulations issued during the term of [the CBAs] shall become controlling at the time of extension if they are in conflict with" the CBAs.[10] The Union and the Agency discussed the applicability of § 2429.19 and "agreed that, because the regulation conflicted with provisions of the CBAs in effect on August 10, 2020, the regulation did not take effect until the effective dates of the CBA extensions."[11]

Employee 1 and Employee 2 (the employees) filed dues-withholding authorization forms (SF-1187s) that became effective on January 3, 2021, and February 11, 2021, respectively. Thereafter, the CBAs expired and were extended, with the extensions taking effect on May 3, 2021, and July 1, 2021. Employee 2 filed her cancellation of payroll deductions for union dues (SF-1188) on April 8, 2022, and Employee 1 filed his SF-1188 on May 10, 2022. The Agency's payroll office processed the employees' SF-1188s upon receipt, and promptly stopped withholding their union dues. The Agency did not notify the Union.

Subsequently, the Union received separate regularly generated reports from the Agency that showed the employees' dues were not withheld for the pay periods covered by the reports. On request, the Agency provided the Union with the employees' SF-1188s. The Union filed separate grievances concerning the revocations, and the Agency denied both grievances. The Union invoked arbitration. The parties agreed to consolidate both grievances, and stipulated to the following issues for arbitration: "Did the [Agency] violate the CBA(s), or applicable laws, rules, regulations, including but not limited to 5 U.S.C. Chapter 71, or past practice when it processed the SF-1188 dues[-]revocation forms of [the employees]? If so, what shall the remedy be?"[12]

The Arbitrator's analysis focused on the application of § 2429.19 of the Authority's Regulations to the CBAs. The Arbitrator found that the CBAs provide that "[g]overnment-wide regulations issued during the term of [the CBAs] shall become controlling at the time of the extension [of the CBAs] if they are in conflict with" the CBAs.[13] Because § 2429.19 became effective before the CBAs were extended, the Arbitrator found that § 2429.19 controlled over the CBAs and that the Agency processed the dues revocations in compliance with § 2429.19. However, the Arbitrator found that the Agency

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[4] Consolidated CBA at 42; CPC CBA at 45-46.

[5] 5 C.F.R. § 2429.19. Section 7115(a) states,

> If an agency has received from an employee in an appropriate unit a written assignment which authorizes the agency to deduct from the pay of the employee amounts for the payment of regular and periodic dues of the exclusive representative of the unit, the agency shall honor the assignment and make an appropriate allotment pursuant to the assignment. Any such allotment shall be made at no cost to the exclusive representative or the employee. Except as provided under [§ 7115(b)], any such assignment may not be revoked for a period of [one] year.

5 U.S.C. § 7115(a).

[6] Miscellaneous and General Requirements, 85 Fed. Reg. 41169, 41169 (July 9, 2020) (Final Rule).

[7] *Id.* at 41170.

[8] 5 U.S.C. § 7116(a)(7) (stating that it is an unfair labor practice for an agency "to enforce any rule or regulation (other than a rule or regulation implementing [5 U.S.C. § 2302]) which is in conflict with any applicable collective[-]bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed").

[9] Final Rule, 85 Fed. Reg. at 41170.

[10] Consolidated CBA at 180; CPC CBA at 199.

[11] Award at 2-3 (quoting stipulated facts).

[12] *Id.* at 4.

[13] *Id.* at 11.

failed to provide the Union with notice of the employees' dues revocations as required by the CBAs. As remedies for the violation, the Arbitrator directed the Agency to comply with the CBAs' notice requirements prospectively, and to "pay the Union for the dues that [were] not collected between the date the respective SF-1188s became effective and the date [o]n which the Union was notified."[14]

On March 17, 2023, the Union filed exceptions to the Arbitrator's award. On March 20, 2023, the Agency also filed exceptions to the award. On March 28, 2023, the Authority's Office of Case Intake and Publication (CIP) issued an order directing the Agency to show cause why its exceptions should not be dismissed as untimely. On April 6, the Agency submitted a response to CIP's order. On April 18, 2023, the Union filed an opposition to the Agency's exceptions. Then, on April 21, 2023, the Agency filed an opposition to the Union's exceptions.

## III. Preliminary Matters

As noted above, CIP directed the Agency to show cause why its exceptions should not be dismissed as untimely.[15] In this regard, the time limit for filing exceptions to an arbitration award is thirty days after the date of service of the award.[16] If the arbitrator serves the award by email, then the date of service is the date of email transmission.[17] The first day of the filing period is the day after the date of service.[18] Moreover, if the final day of the filing period falls on a Saturday, then the due date for filing is the next calendar day that is not a Sunday or federal legal holiday.[19]

In response to CIP's order, the Agency provided the email the Arbitrator used to serve the award on the parties.[20] Although the Arbitrator signed and dated the award on February 15, 2023, the email shows he transmitted it to the parties by email on February 16, 2023.[21] Thus, we find that the date of service was February 16, 2023, which means the period for the Agency to file exceptions began on Friday, February 17, 2023, and ended on Saturday, March 18, 2023. Because that period ended on a Saturday, the filing deadline extended to the next calendar day that was not a Sunday or federal legal holiday: Monday, March 20, 2023. As the Agency filed its exceptions on that date, its exceptions are timely.

Accordingly, we consider the merits of the Agency's exceptions below.

## IV. Analysis and Conclusions

Both parties assert that the award is contrary to law.[22] To resolve a contrary-to-law exception, the Authority reviews any question of law raised by the exception and the award de novo.[23] In applying a de novo standard of review, the Authority assesses whether the arbitrator's legal conclusions are consistent with the applicable standard of law.[24] Under this standard, the Authority defers to the arbitrator's underlying factual findings, unless the excepting party establishes that they are nonfacts.[25]

### A. The Union fails to demonstrate that the award is contrary to law.

The Union alleges that the Arbitrator's decision, finding that the Agency properly processed the employees' dues revocations, is contrary to law.[26] Specifically, the Union argues § 2429.19 contradicts the plain language of 5 U.S.C. § 7115(a) and the legislative history of the Statute.[27] For support, the Union cites to Authority precedent and reiterates the points made by the dissent in *OPM*.[28]

We assume, without deciding, these arguments are properly before us,[29] because we deny them on the merits.[30] In *OPM*, the Authority determined that the plain

[14] *Id.* at 14.
[15] *See* Order to Show Cause at 2.
[16] 5 C.F.R. § 2425.2(b).
[17] *See id.* § 2425.2(c)(3).
[18] *See id.* § 2429.21(a)(1)(iii).
[19] *See id.* § 2429.21(a)(1)(v).
[20] *See* Agency's Resp., Ex. 1 at 1.
[21] *See id.* at 1, 15.
[22] Agency's Exceptions Br. at 5-9, 10-11; Union's Exceptions Br. at 9-17.
[23] *U.S. Dep't of Transp., FAA*, 74 FLRA 437, 438 (2026) (citing *AFGE, Loc. 3254*, 73 FLRA 325, 326 (2022)).
[24] *Id.*
[25] *Id.*
[26] *See* Union's Exceptions Br. at 9-12.
[27] *See id.*
[28] 71 FLRA 571 (2020) (Member Abbott concurring; Member DuBester dissenting); *see also id.* at 576-79 (Dissenting Opinion of Member DuBester).
[29] *Compare* Union's Exceptions, Attach. 8, Arb. Br. at 13 (arguing that the Agency misapplied § 2429.19); *id.* at 16 (arguing that the Agency's processing of the employees' dues revocations violated the CBAs); *id.* at 19 (generally asserting the rulemaking is arbitrary and capricious), *with* Union's Exceptions Br. at 9-16 (arguing that § 2429.19 is contrary to the Statute); *id.* at 10-11 (arguing that § 2429.19 is inconsistent with the plain language of § 7115(a) of the Statute); *id.* at 11-12 (arguing that § 2429.19 is inconsistent with the legislative history of 5 U.S.C. § 7115(a)); *id.* at 12-16 (arguing that the Final Rule was improper and ran afoul of Supreme Court precedent). *See* 5 C.F.R. § 2429.5 ("The Authority will not consider any . . . arguments . . . that could have been, but were not, presented . . . before the . . . arbitrator."); *see also U.S. DHS, U.S. CBP*, 66 FLRA 634, 635-38 (2012).
[30] *See Laborers Int'l Union of N. Am., Loc. 1776*, 73 FLRA 591, 593 n.30 (2023) (then-Member Kiko concurring) (assuming, without deciding, non-meritorious argument was properly raised on exceptions).

meaning of § 7115(a)'s text does not require that employees may revoke their dues assignments only during annual intervals after the first year.[31] Interpreting § 7115(a) of the Statute, the Authority found the phrase providing that an assignment "may not be revoked for a period of [one] year" most reasonably establishes a single, initial one-year bar on revocation.[32] The Authority added that, apart from the limiting conditions set forth in § 7115(b), nothing in the text of § 7115(a) expressly addresses revocations after that initial one-year period.[33] Ultimately, the Authority concluded that previous decisions requiring an "annual revocation window" – including *U.S. Army, U.S. Army Materiel Development & Readiness Command, Warren, Michigan* (*Army*)[34] – reflected a policy determination rather than the implementation of a statutory mandate.[35]

Thereafter, the Authority issued a final rule adopting § 2429.19.[36] As discussed above, § 2429.19 of the Authority's Regulations states that "[c]onsistent with the exceptions in 5 U.S.C. [§] 7115(b), after the expiration of the one-year period during which an assignment may not be revoked under 5 U.S.C. [§] 7115(a), an employee may initiate the revocation of a previously authorized assignment at any time that the employee chooses."[37] The final rule also noted that the legislative history of § 7115(a) of the Statute does not support an interpretation of § 7115(a) that necessitates annual revocation intervals.[38] While a six-month annual revocation window was mandated by the executive order that created the federal labor-management relations program,[39] the Authority noted that Congress drafted 5 U.S.C. § 7115(a) to "not mention intervals *at all*."[40] For these reasons, and the fact that the Authority recently rejected similar arguments,[41] the Union's arguments fail to demonstrate that the Authority's regulatory change, and accompanying rationale, was in error. Accordingly, the Union's arguments fail to demonstrate the Arbitrator erred in applying the lawful regulation.

In addition, the Union argues that the Authority's change in its "interpretation of [§] 7115(a) through notice[-]and[-]comment rulemaking . . . was improper" while citing federal court precedent on "*Chevron* deference,"[42] which has now been overturned.[43] The Union does not provide any evidence that the Authority failed to follow the notice-and-comment requirements of the Administrative Procedures Act,[44] but instead argues that the Authority's "interpretation of § 7115(a)" – as articulated in *OPM* and § 2429.19 – would not be entitled to "*Chevron*-level deference."[45] We view these arguments as again challenging the Authority's regulatory rationale. Therefore, we reject them for the same reasons as above.[46]

The Union also alleges that the Arbitrator misapplied § 2429.19 because the regulation applies only to dues assignments authorized on or after the parties renewed the CBAs.[47] Because the employees authorized their dues assignments before the CBAs renewed, the Union argues that they could revoke their authorizations only within the annual intervals established in the CBAs.[48] Therefore, the Union asserts that the Arbitrator erred in finding that the Agency properly processed the employees' dues revocations by allowing the Agency to "retroactively apply" § 2429.19 to the revocations.[49] The Union's argument relies on a flawed premise. The final rule adopting § 2429.19 states: "This rule applies to the revocation of assignments that were authorized . . . on or after August, 10, 2020."[50] The employees submitted their SF-1187s, authorizing dues withholding, in January 2021 and February 2021, making them "assignments that were authorized . . . after August 10, 2020."[51] Once the CBAs renewed in May 2021 and July 2021, § 2429.19 controlled over any conflicting provision of the CBAs.[52] The employees filed their SF-1188s, revoking their dues authorizations, in April 2022 and May 2022. As such, there was no "retroactive application" of § 2429.19 required in order for the Arbitrator to uphold the Agency's actions here. Accordingly, we find the Arbitrator did not err when he found that the Agency processed the employees' SF-1188s in compliance with the Authority's

[31] *OPM*, 71 FLRA at 572.
[32] *Id.* (quoting 5 U.S.C. § 7115(a)).
[33] *Id.*
[34] 7 FLRA 194, 199 (1981).
[35] *OPM*, 71 FLRA at 573.
[36] Final Rule, 85 Fed. Reg. at 41169.
[37] 5 C.F.R. § 2429.19.
[38] Final Rule, 85 Fed. Reg. at 41170.
[39] *See* Exec. Order No. 11491, 34 Fed. Reg. 17605, 17614 (1969).
[40] Final Rule, 85 Fed. Reg. at 41170.
[41] Miscellaneous and General Requirements, 91 Fed. Reg. 10774, 10774-75 (Mar. 5, 2026) (Withdrawal of Proposed Recission) (declining to rescind *OPM* and § 2429.19).
[42] *See* Union's Exceptions Br. at 12-16.
[43] *See Loper Bright Enters. v. Raimondo*, 603 U.S. 369, 373-76 (2024) (overruling *Chevron U.S.A. Inc. v. Nat. Res. Def. Council, Inc.*, 467 U.S. 837 (1984)).
[44] *See* Union's Exceptions Br. at 12-16 (citing 5 U.S.C. § 553).
[45] *See id.* at 15-16.
[46] *See* Withdrawal of Proposed Recission, 91 Fed. Reg. at 10774-75.
[47] *See* Union's Exceptions Br. at 16-17.
[48] *See id.*
[49] *See id.*
[50] Final Rule, 85 Fed. Reg. at 41169.
[51] *Id.*
[52] *See U.S DOD, Cont. Audit Agency, Cent. Region*, 37 FLRA 1218, 1228 (1990) (determining that government-wide regulations override conflicting provisions when the parties' collective-bargaining agreement renews).

Regulation and federal law governing the revocations of dues assignments.[53]

Accordingly, we deny the Union's contrary-to-law exceptions.

B. The monetary remedy is contrary to law.

The Agency argues that the Arbitrator's award of a monetary remedy to the Union is contrary to law because neither the Arbitrator nor the Union cites a statute that waived the federal government's sovereign immunity from paying such a monetary remedy.[54] In this regard, there is no right to recover monetary compensation from a federal agency unless Congress waives sovereign immunity in a statute.[55] As the Agency contends, neither the Arbitrator nor the Union cites a statutory waiver of sovereign immunity that allows the Union to collect monetary damages as a remedy for the Agency's failure to provide notice regarding the revocation of dues authorizations.

In its opposition, the Union contends that this monetary remedy "is an equitable award," which does not require a waiver of sovereign immunity.[56] In this regard, the Authority, relying on precedent from the U.S. Court of Appeals for the District of Columbia Circuit, has found that "monetary awards that are 'legal' in nature are barred by sovereign immunity, [whereas those] that are 'equitable' in nature are not."[57] The difference is that an equitable award "does not attempt to provide the injured party with a substitute for a consequential loss, but rather attempts to give the plaintiff the very thing to which [it] was entitled."[58] As noted above, the Arbitrator did not err in finding that the Agency properly processed the employees' dues revocations, which leaves failure to provide the Union with notice as the only redressable violation here. Proper notice – not dues payments – was the thing to which the Union was entitled under the CBAs, as the Arbitrator interpreted them.[59] Consequently, the monetary remedy that the Arbitrator awarded is non-equitable. Because neither the Arbitrator nor the Union cites a statutory waiver of sovereign immunity providing for this remedy, we conclude that sovereign immunity barred the Arbitrator from directing the Agency to pay it.[60]

Accordingly, we grant the Agency's sovereign-immunity exception to the Arbitrator's award, and we set aside the monetary remedy. Consequently, we do not need to address the Agency's remaining exceptions[61] challenging that remedy.[62]

## V. Decision

We deny the Union's contrary-to-law exceptions. We grant the Agency's sovereign-immunity exception as to the Arbitrator's monetary remedy, and set aside that remedy.

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[53] *See* Award at 12-13.
[54] *See* Agency's Exceptions at 10-11.
[55] *See U.S. Dep't of Transp., FAA, Detroit, Mich.*, 64 FLRA 325, 328 (2009) (*DOT Detroit*) (citing *U.S. Dep't of Transp., FAA*, 52 FLRA 46, 49 (1996)).
[56] Union's Opp'n to Agency's Exceptions at 9, 14-16.
[57] *U.S. DOJ, Fed. BOP, Metro. Detention Ctr., Guaynabo, P.R.*, 68 FLRA 960, 965 (2015) (*DOJ Guaynabo*) (citing *Dep't of the Army, U.S. Army Commissary, Fort Benjamin Harrison, Indianapolis, Ind. v. FLRA*, 56 F.3d 273, 276 (D.C. Cir. 1995) (*Fort Benjamin Harrison*)).
[58] *Fort Benjamin Harrison*, 56 F.3d at 276 (citation modified).
[59] *See id.*
[60] *See id.* at 277 (citing *Irwin v. Dep't of VA*, 498 U.S. 89, 95 (1990)); *see also DOJ Guaynabo*, 68 FLRA at 965 (monetary award as compensation for "broken arbitration system" was "legal," not "equitable," remedy); *DOT Detroit*, 64 FLRA at 328-29.
[61] *See* Agency's Exceptions at 3 (asserting that its exceptions are "exclusively concerning the [monetary] remedy ordered by the Arbitrator in this case"); *id.* at 5-7 (arguing that the award is contrary to § 7115); *id.* at 7-9 (arguing that the award is contrary to 31 U.S.C. §§ 1301 and 1341 because the Agency was not authorized to pay dues with appropriated funds); *id.* at 9-10 (arguing that the remedy fails to draw its essence from the CBAs); *id.* at 11-12 (arguing that the Arbitrator exceeded his authority by issuing a remedy unfounded in the CBAs or federal law).
[62] *See NLRB Pro. Ass'n*, 73 FLRA 50, 53 n.44 (2022) (finding it unnecessary to address additional arguments after setting aside award based on other argument); *see also DOJ Guaynabo*, 68 FLRA at 966 (finding it unnecessary to address party's remaining arguments challenging the same portions of the remedy that were already set aside).

**Member Wagner, concurring in part and dissenting in part:**

I agree, for the reasons stated in the decision, that the Agency's exceptions are timely and that the monetary remedy is contrary to law. I also agree that the Union has not demonstrated that the award is contrary to law. However, I do so for reasons different from the majority's.

As I have previously stated, I believe that § 7115(a) of the Federal Service Labor-Management Relations Statute (the Statute)[1] must be interpreted as allowing employees to revoke their dues authorizations only at annual intervals, unless an exception in § 7115(b) of the Statute[2] applies.[3] Consequently, I believe that § 2429.19 of the Authority's Regulations (§ 2429.19)[4] is inconsistent with § 7115(a) of the Statute. As such, I do not join the majority's defense of § 2429.19 here.

Nevertheless, I believe that § 2429.19 remains in effect unless and until we repeal it through notice-and-comment rulemaking[5] or a court invalidates it.[6] I also believe that arbitrators do not have the authority to invalidate an Authority Regulation – even if they generally may not *apply* such a Regulation if it conflicts with a pre-existing collective-bargaining agreement.[7] Here, however, the Arbitrator interpreted the parties' collective-bargaining agreements as providing that government-wide regulations in effect before the agreements were extended govern over any conflicting provisions in the extended agreements. Neither party has demonstrated that interpretation is deficient. As such, I would find that the Arbitrator was justified in applying § 2429.19. And, for the reasons stated by the majority, I agree that the Arbitrator did not misinterpret § 2429.19. For these reasons, I agree that the Union has not demonstrated that the award is contrary to law, and I would deny the Union's exception.

Accordingly, I concur in part and dissent in part.

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[1] 5 U.S.C. § 7115(a).
[2] *Id.* § 7115(b).
[3] *AFGE, Loc. 3403*, 74 FLRA 508, 522 (2026) (Separate Opinion of Member Wagner); Miscellaneous and General Requirements, 91 Fed. Reg. 10774, 10777-79 (March 5, 2026) (Dissenting View of Member Wagner).
[4] 5 C.F.R. § 2429.19.
[5] *AFGE, AFL-CIO, Loc. 3090 v. FLRA*, 777 F.2d 751, 758-59 (D.C. Cir. 1985) (*Local 3090*) (setting aside Authority's decision not to apply its own regulation in adjudicative proceeding).
[6] *AT&T v. FCC*, 978 F.2d 727, 733 (D.C. Cir. 1992) (rejecting agency's reliance on *Local 3090* to argue that it could not disregard its own rule in an adjudication, because such a rule would require the agency "to apply a rule in an adjudication until it had revoked the rule in a new rulemaking, even if the Supreme Court had invalidated the interpretation on which the rule was based").
[7] *See, e.g.*, *AFGE, Nat'l Citizenship & Immigr. Servs., Council 119*, 73 FLRA 490, 491-92 (2023) (finding arbitration award contrary to law where arbitrator held that agency could implement executive order that conflicted with collective-bargaining agreement that was extended, due to a continuance clause, after the effective date of the executive order); *see also* 5 U.S.C. § 7116(a)(7) (stating that it is an unfair labor practice for an agency "to enforce any rule or regulation (other than a rule or regulation implementing [5 U.S.C. § 2302] which is in conflict with any applicable collective[-]bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed").