

CASE DIGEST: *SSA*, 74 FLRA 555 (2026) (Member Wagner dissenting)

As employees were reentering the physical workspace at the conclusion of the COVID-19 pandemic, the grievant requested a temporary extension of full-time telework. Finding the grievant ineligible under the terms of the parties' agreement, the Agency denied the grievant's request. The Arbitrator issued an award finding the Agency's denial violated the parties' agreement. The Agency challenged the award on essence grounds, arguing that the parties' agreement did not permit telework in the grievant's circumstances and that the Arbitrator altered the plain meaning of the parties' agreement in finding otherwise. Revisiting the standard it applies to evaluate essence arguments, the Authority held that an award does not draw its essence from a collective-bargaining agreement when the excepting party demonstrates that the contractual interpretation conflicts with the plain wording of the agreement. Because the Arbitrator's interpretation conflicted with the plain wording of the agreement, the Authority granted the Agency's essence exception and set aside the award.

Member Wagner dissented. She found that: (1) the principles applied by federal courts in the private sector apply to the Authority's review of arbitrators' resolutions of contractual issues; (2) although some circuit courts are less deferential to arbitrators than others, the more deferential courts' holdings are more consistent with Supreme Court jurisprudence; (3) consistent with that jurisprudence, in applying its "essence" tests, the Authority must ask whether the arbitrator was "even arguably construing or applying" the collective-bargaining agreement; and (4) contrary to the majority, an arbitration award is not deficient merely because it appears to conflict with an agreement's plain wording. Applying these principles, she would have denied the Agency's essence exception.

This case digest is a summary of a decision issued by the Federal Labor Relations Authority, with a short description of the issues and facts of the case. Descriptions contained in this case digest are for informational purposes only, do not constitute legal precedent, and are not intended to be a substitute for the opinion of the Authority.