101 FLRR 1-1156

Department of Justice, Federal Bureau of Prisons, U.S. Penitentiary, Altanta, GA and AFGE, Council of Prison Locals, Local 1145

Federal Labor Relations Authority

0-AR-3369; 57 FLRA No. 72; 57 FLRA 406

July 18, 2001

Judge / Administrative Officer

Before: Cabaniss, Chair; Wasserman and Pope, Members

Related Index Numbers

44.382 Subjects of Bargaining, Conditions of Employment, Miscellaneous Conditions of Employment, Safety

44.5213 Subjects of Bargaining, Management Rights, Title VII/Civil Service Reform Act of 1978, Section 7106(a), Determine Internal Security Practices - 7106(a)(1)

44.5216 Subjects of Bargaining, Management Rights, Title VII/Civil Service Reform Act of 1978, Section 7106(a), Assign Work - 7106(a)(2)(B)

Case Summary

THE AUTHORITY UPHELD THE ARBITRATION AWARD FINDING THAT THE AGENCY'S PRACTICE OF LEAVING POSTS VACANT AND NOT ASSIGNING OVERTIME TO FILL THOSE POSTS VIOLATED THE CBA'S REQUIREMENT THAT THE AGENCY REDUCE WORK HAZARDS TO THE LOWEST POSSIBLE LEVEL.

The Union brought a grievance that the Agency was leaving posts vacant in violation of the parties' agreement. The Union argued the Agency was leaving posts vacant and not assigning overtime to fill those vacancies which violated the parties' agreement requiring the Agency to lower work hazards to the lowest possible level. The Agency argued the Union's grievance impacts on management's right to assign work and determine its budget and should be dismissed. The Arbitrator found the Agency's practice of reassigning employees and leaving posts vacant without using overtime violated the parties' agreement to keep work hazards to lowest possible levels. The Arbitrator ordered the Agency to cease and desist from this practice "except for good reason or where the vacated post has no contribution to the level of safety at the Agency's facilities" [101 FLRR 2-1052]. The Agency excepted to the award, arguing that it interfered with management's rights to assign work and determine its internal security practices and it did not draw its essence from the CBA. The Authority reviewed the award under the two-pronged test in *BEP*, 97 FLRR 1-1085. The Authority first determined that the award affects management's rights to assign work and determine its internal security practices. Under *BEP*, the Authority found the CBA provision was a negotiated provision and did not abrogate management's rights to assign work or determine security practices under prong I. The Authority then determined that the award reconstructed what the Agency would have done if it hadn't violated the CBA under prong II. The Authority also rejected the Agency's essence exception. The Authority upheld the award. Chairman Cabaniss dissented, stating she would find the award interfered with both management's right to assign work and determine internal security practices. Cabaniss further stated the award as written provided little guidance to the parties as to the definition of "good reason" was and that would encourage future litigation.

Full Text

Decision

I. Statement of the Case

This matter is before the Authority on exceptions to an award of Arbitrator Sue Olinger Shaw filed by the Agency under § 7122(a) of the Federal Service Labor-Management Relations Statute (the Statute) and part 2425 of the Authority's Regulations. The Union filed an opposition to the Agency's exceptions.

The Arbitrator found that the Agency violated the parties' collective bargaining agreement by

leaving certain work posts temporarily vacant. She ordered the Agency to vacate the posts only for good reason and not on a routine basis for administrative convenience.

For the reasons that follow, we find that the Agency has failed to show that the award is deficient under § 7122(a) of the Statute. Therefore, we deny the Agency's exceptions.2

II. Background and Arbitrator's Award

The Agency creates work rosters for its correctional officers in order to fill established posts at its prison facility. When the Agency's correctional officers fail to work a scheduled shift, the Agency either assigns unscheduled employees from a "sick and annual relief" list or, when that list is inadequate to fill the vacant posts, reassigns scheduled officers. Award at 2-3. If such unoccupied posts are filled through reassignment, then the posts vacated by reassigned employees sometimes remain vacant.

The Union filed a grievance alleging that, in leaving posts vacant, the Agency violated Article 27 of the parties' agreement.3 The Agency denied the grievance, and the matter was submitted to arbitration, where the parties stipulated to the following issue: "Does the Agency violate Article 27 of the Master Agreement when it vacates correctional posts, and, if so, what shall the remedy be?" Award at 2.

The Arbitrator found that Article 27 of the parties, agreement requires the Agency to reduce hazards to its employees to the lowest possible level without relinquishing its rights under § 7106 of the Statute. In this regard, the Arbitrator determined that the Agency does not reduce hazards at its facility to the lowest possible level when it leaves posts vacant that contribute to the level of safety. *Id.* at 13. However, the Arbitrator found that the Agency may vacate posts that make "absolutely no contribution to the level of safety" or, pursuant to Article 18 of the parties' agreement, where there is "good reason."4*Id.* at 13-14, 16.

The Arbitrator further determined that while the good reason exception allows the Agency to reassign an employee to a more critical post when there is no other means of filling the more critical post, it does not allow posts to be left vacant simply for administrative convenience.

The Arbitrator concluded that many of the correctional officer posts vacated by the Agency are "inherently tied to safety," and that the Agency had not shown that they were vacated for good reason. *Id.* at 13. The Arbitrator also rejected the Agency's argument that sustaining the Union's grievance would be contrary to the Agency's rights under § 7106 of the Statute to assign employees and determine its budget. Based on these findings, the Arbitrator sustained the Union's grievance and ordered the Agency to stop vacating correctional posts except for good reason or where the post has no contribution to the level of safety at the Agency's facility.

III. Positions of the Parties

A. Agency's Exceptions

The Agency argues that the award is contrary to its rights under § 7106(a) of the Statute to assign work and to determine internal security practices. With regard to the right to assign work, the Agency contends that in order to comply with the award, the Agency "may need to use overtime assignments, cancel leave and/or training, or even assign management personnel to vacant posts." Exceptions at 8. As a result, the Agency contends, the award "prevents the Agency from determining when work assignments will occur and to whom or what positions the work will be assigned."*Id.* With regard to its right to determine internal security practices, the Agency argues that the award "is implicitly intended to force the Agency to take specific actions to safeguard its personnel and operations" by "limit[ing] the Agency's judgment regarding the degree of staffing necessary to carry out its security function."*Id.* at 10.

The Agency contends that, as interpreted and applied by the Arbitrator, Article 27 does not constitute an "arrangement" for employees adversely affected by the exercise of a management right. In this

regard, the Agency asserts that, as interpreted by the Arbitrator, Article 27 is not sufficiently tailored to constitute an arrangement because it would ameliorate adverse affects of vacancies created by employees who voluntarily choose not to work. The Agency also argues that the award abrogates the Agency's rights to assign work and determine internal security practices because it precludes the Agency from leaving posts vacant.

The Agency contends that the Arbitrator misapplied the Authority's decision in *BOP, Marianna.* In this regard, the Agency asserts that the Authority's decision in *BOP, Marianna* addressed the right to assign employees, but not the rights to assign work or determine internal security practices at issue in the present case.

Finally, the Agency argues that the award fails to draw its essence from the parties, agreement. In this regard, the Agency argues that the Arbitrator's remedy is contrary to the Agency's rights to assign work and determine its internal security practices, which are reiterated in the parties, agreement.

B. Union's Opposition

The Union contends that the Agency's exceptions should be dismissed because they were not timely filed under 5 C.F.R. § 2425.1(b). The Union also claims that the Agency did not argue before the Arbitrator that the limitation on the Agency's authority to vacate posts sought by the Union was contrary to the Agency's right to determine internal security practices. As a result, the Union argues, the Authority should not consider that issue.

The Union contends that the Agency's rights under § 7106 of the Statute are subject to "the appropriate arrangements and provisions that were negotiated into the parties' [agreement]" Opposition at 3. In this regard, the Union argues that Article 27, Section a of the parties' agreement, as interpreted and applied by the Arbitrator, protects employees from the adverse effects of the Agency's exercise of its rights and does not require the Agency to hire additional staff or fill vacant positions, limit the Agency's ability to determine the skills or qualifications its employees will need to perform their duties, or outright prohibit the Agency from vacating any post. The Union also asserts that the Arbitrator's award draws its essence from the parties, agreement.

IV. Preliminary-Issues

A. The Agency's Exceptions Were Timely Filed

The time limit for filing exceptions to an arbitration award is 30 days beginning on the date the arbitrator serves the award on the filing party. 5 C.F.R. § 2425.1(b). The date of service of the award is the date the award is deposited in the United States mail or is delivered in person to the filing party. 5 C.F.R. § 2429.27(d). If the last day of the period so computed falls on a weekend or federal holiday, the due date for the exceptions is the end of the next day which is not a weekend day or federal holiday. 5 C.F.R. § 2429.21(a). In addition, the time limit is extended five days if the arbitrator served the award on the filing party by mail, and is further extended if the time period then ends on a weekend or federal holiday. 5 C.F.R. § 2429.22; 5 C.F.R. § 2429.21(a). The Authority presumes, absent evidence to the contrary, that an award was served by mail on the date of the award. *See, e.g., Int'l Org. of Masters, Mates and Pilots,* 49 FLRA 1370, 1370-71 (1994); *United States Dep't of Health & Human Serv., Soc. Sec. Admin., Balt., Md.,* 49 FLRA 1124, 1124-25 (1994).

The Arbitrator's award is dated October 6, 2000. Presuming, absent evidence to the contrary, that the award was served by mail on that date, the thirtieth day beginning on the date of service was Saturday, November 4. After counting five days from the ensuing Monday for service by mail, the next non weekend or federal holiday was November 13. Accordingly, the due date for exceptions was November 13, 2000, and as the Agency's exceptions were filed on November 8, 2000 the exceptions were timely.

B. Section 2429.5 of the Authority's Regulations Does Not Bar the Agency's Exception that the

Award is Contrary to its Right to Determine its Internal Security Practices

Under § 2429.5 of the Authority's Regulations, the Authority will not consider issues that could have been, but were not, presented to the arbitrator. *United States Dep't of Def., Educ. Activity, Arlington, Va.*, 56 FLRA 985, 987 (2000) (*DODEA, Arlington*) (citation omitted). The Agency states in its exceptions that it "clearly argued that the grievance involved management's right to assign work and its right to determine internal security." Exceptions at 16. In this regard, the Agency asserts that it argued before the Arbitrator that the remedy sought by the Union, and later awarded by the Arbitrator, is illegal because the Statute recognizes that "management is in the best position to determine the allocation of staff and use of available resources that will yield the lowest possible level of inherent hazards." Exceptions at 16 n.7 (citing Award at 9). *See* also Agency's Closing Statement at 3.

The right to determine internal security practices includes the right to determine the policies and practices that are part of an agency's plan to secure and safeguard its personnel and physical property. *See, e.g., Soc. Sec. Admin., Balt., Md.*, S5 FLRA 498, 502 (1999) (*SSA, Balt.*). In arguing that it has a statutory right to determine the allocation of staff and use of resources that will most effectively reduce hazards, the Agency appears to have argued before the Arbitrator that the remedy imposed by the Arbitrator is contrary to its right to determine policies and practices to secure and safeguard its personnel and physical property. Thus, absent evidence in the record to the contrary, the Agency has demonstrated that it argued before the Arbitrator that the remedy sought by the Union, and awarded by the Arbitrator, was contrary to its right to determine its internal security practices. Accordingly, the Authority will consider the Agency's exception.

V. Analysis and Conclusions

A. The Award is Not Contrary to the Agency's Rights to Assign Work or Determine its Internal Security Practices

The Authority reviews questions of law raised by an arbitrator's award and an exception to it *de novo. NTEU, Chapter 24*, 50 FLRA 330, 332 (1995) (citation omitted). In applying a standard of *de novo* review, the Authority assesses whether the arbitrator's legal conclusions are consistent with the applicable standard of law, based on the underlying fattual findings. *United States Dep't of the Air Force, Warner Robins*, 56 FLRA 541, 543 (2000) (citation omitted). In making such a determination, the Authority defers to the arbitrator's underlying factual findings. *Id.*

In resolving whether an arbitrator's award violates management's rights under § 7106 of the Statute, the Authority applies the framework established in *United States Dep't of the Treasury, Bureau of Engraving and Printing, Wash., D.C.*, 53 FLRA 146 (1997) (*BEP*). Upon finding that an award affects a management right under § 7106(a), the Authority applies a two-prong test to determine if the award is deficient. Under Prong I, the Authority examines whether the award provides a remedy for a violation of either applicable law, within the meaning of § 7106(a)(2) of the Statute, or a contract provision that was negotiated pursuant to § 7106(b) of the Statute. Under Prong II, the Authority considers whether the arbitrator's remedy reflects a reconstruction of what management would have done if it had not violated the law or contractual provision at issue.

1. The Award Affects the Agency's Rights to Assign Work and Determine its Internal Security Practices

a. Right to Assign Work

The right to assign work under § 7106(a)(2)(B) of the Statute includes the right to determine the particular duties to be assigned, when work assignments will occur, and to whom or what positions the duties will be assigned. *United States Dep't of the Treasury, United States Customs Serv., El Paso, Tex.*, 55 FLRA 553, 558 (1999) (*Customs Serv., El Paso*) (citation omitted). The right to assign work encompasses the right to refrain from assigning work. *United States Env't Prot. Agency, Wash., D.C.*, 38

FLRA 1328, 1330 (1991) (citation omitted).

The Authority has specifically held that a limitation on an agency's authority to leave correctional officer posts vacant affects the agency's right to assign work. *BOP, Guaynabo*, 57 FLRA No. 67, slip op. at 6. Thus, the Arbitrator's award, which allows the Agency to leave correctional officer posts vacant only for good reason and not on a routine basis for administrative convenience, affects the Agency's right to assign work.

b. Right to Determine Internal Security Practices

The right to determine internal security practices includes the right to determine the policies and practices that are part of an agency's plan to secure and safeguard its personnel and physical property. *SSA, Balt.*, 55 FLRA at 502. Where there is a link or reasonable connection between an agency's goal of safeguarding personnel or property, or of preventing disruption of agency operations, and the disputed practice, the practice constitutes the agency's exercise of its right to determine internal security practices. *Id.* The right to determine internal security practices specifically includes the right to determine the "degree. . .of staffing. . .to maintain the security of a facility."*Fraternal Order of Police, Lodge 1F (R.I.) Fed.*, 32 FLRA 944, 957-58 (1988).

In this case, correctional officers serve the security function of safeguarding the Agency's prison facility. When correctional officers do not appear for work, the Agency leaves some of their posts vacant. By restricting the Agency's authority to staff its facility with fewer correctional officers than it had scheduled, the award limits the Agency's authority to determine the degree of staffing necessary to maintain the security of its facility. As a result, the award affects the Agency's right to determine its internal security practices. *See id.*

2. The Award Satisfies Prong I of *BEP*

Under Prong I, the Authority determines whether Article 27 was negotiated pursuant to § 7106(b) of the Statute. *United States Dep't of Def., Def. Logistics Agency, Red River Army Depot, Texarkana, Tex.*, 55 FLRA 523, 526 (1999). As the parties focus solely on whether Article 27 of their agreement constitutes an appropriate arrangement within the meaning of § 7106(b)(3) of the Statute, we limit review under Prong I to that issue. *See, e.g., Fed. Aviation Admin., Wash., D.C.* 55 FLRA 1233, 1236-37 (2000) (*FAA, Wash., D.C.*). In order to determine whether a provision was negotiated under § 7106(b)(3), the Authority assesses, pursuant to *Dep't of the Treasury, United States Customs Serv.*, 37 FLRA 309 (1990) (*Customs Service*), whether the collective bargaining provision: (1) constitutes an arrangement under § 7106(b)(3); and (2) abrogates the exercise of a management right. *See, e.g., United States Dep't of the Air Force, Seymour Johnson Air Force Base, N.C.*, 55 FLRA 163, 167 (1999).

a. Article 27 Constitutes an Arrangement

A provision constitutes an arrangement under the first aspect of the *Customs Service* analysis if it ameliorates the adverse effects flowing from the exercise of a management right. *FAA, Wash., D.C.*, 55 FLRA at 1236-37. The Agency claims that Article 27 does not constitute an arrangement because, in some instances, posts are initially vacated due to voluntary employee action, such as use of sick leave, and not because of the exercise of a management right. However, the Arbitrator did not find that the adverse effects result from the initial vacancy. Instead, the Arbitrator found that the adverse affects result from the Agency's decision to vacate correctional officer posts that contribute to the level of safety at the Agency's facility, which she specifically stated "appl[ied] to all instances" in which such posts are "left vacant." Award at 11 & note (emphasis added). Thus, the Arbitrator found that adverse effects result from the Agency's decision not to fill such posts.

Because Article 27 addresses Agency actions in response to vacancies, and applies only to posts that contribute to the level of safety at the Agency's facility, it ameliorates the adverse effects flowing from the Agency's decision to vacate posts. *BOP, Guaynabo*, 57 FLRA No. 67, slip op. at 7. The Agency's determination of which posts to vacate

constitutes an exercise of both the right to assign work and the right to determine internal security practices. As such, Article 27 ameliorates the adverse effects flowing from the Agency's exercise of its rights to assign work and determine internal security practices. *See id.*

The Agency argues that Article 27 is not sufficiently tailored to constitute an arrangement. However, the Authority does not apply a tailoring test in resolving exceptions to an arbitration award.5*Id.; United States Dep't of Justice, Fed. Bureau of Prisons, Fed. Transfer Ctr., Okla. City, Okla.*, 57 FLRA No. 40, slip op. at 6 (May 18, 2001). The Agency also contends that the Arbitrator's award should be set aside as contrary to the Authority's decision in *BOP, Marianna.* However, as acknowledged by the Agency, the Authority did not address the Agency's rights to assign work or determine internal security practices in *BOP, Marianna* because the Agency did not except on those grounds. Thus, that decision does not support the Agency's argument that the Arbitrator's award is contrary to the Agency's rights to assign work and determine its internal security practices.

b. Article 27 Does Not Abrogate the Agency's Rights to Assign Work or Determine Internal Security Practices

A provision abrogates a management right under the second aspect of the *Customs Service* analysis if it precludes an agency from exercising a management right. *Customs Serv., El Paso,* 55 FLRA at 559 (citation omitted). The Arbitrator's award limits the Agency's authority to leave vacant established, budgeted posts that the Agency previously determined are necessary. However, nothing in the award prevents the Agency from changing its determination as to which and how many posts are necessary. In addition, the award allows the Agency to leave posts vacant when they have "good reason."6

In *BOP, Guaynabo,* the Authority found that Article 27, as interpreted and applied by the arbitrator in that case, did not abrogate the Agency's right to assign work because it did not prevent the Agency from changing its determination of the number of posts needed at its facility and because it allowed the Agency to leave posts vacant in "emergency situations."*See BOP, Guaynabo,* 57 FLRA No. 67, slip op. at 8. Consistent with the Authority's decision in *BOP, Guaynabo,* the Arbitrator's award in this case, which establishes a similar, even less restrictive, limitation on the Agency's authority to leave posts vacant than imposed in *BOP, Guaynabo,* does not abrogate the Agency's right to assign work.

Because the Agency may change the number of posts that it deems necessary and may leave posts vacant for good reason, Article 27 also does not preclude the Agency from determining the degree of staffing needed to maintain the security of its facility. In addition, as discussed above, the Agency is not precluded from leaving posts vacant that do not contribute to the safety of its facility, and thus may reassign employees from such posts in order to increase security. Further, the Arbitrator found that the good reason exception allows the Agency to reassign any employee to a more critical post when "there is no other available means of filling the more critical post." Award at 13-14 (emphasis omitted). As a result, the Arbitrator's award does not abrogate the Agency's right to determine its internal security practices. *See United States Dep't of Justice, Fed. Bureau of Prisons, Fed. Corr. Inst., Ashland, Ky.*, 37 FLRA 1261, 1265 (1990) (award did not abrogate § 7106 right where agency retained authority to exercise right for "substantial reason").

3. The Award Satisfies Prong II of *BEP*

The Arbitrator found that Article 27 required the Agency to refrain from leaving posts vacant. By enforcing that requirement, her award is a proper reconstruction of what the Agency would have done if it had not violated the parties, agreement. *See BOP Guaynabo,* slip op. at S. Accordingly, the Arbitrator's award satisfies Prong II the BEP analysis.

B. The Award Does Not Fail to Draw its Essence From the Parties' Agreement

The Authority will find an arbitrator's award

deficient for failing to draw its essence from a collective bargaining agreement when the appealing party establishes that the award: is so unfounded in reason and fact and so unconnected with 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 cannot in any rational way be derived from the agreement or evidences a manifest disregard of the agreement. *United States Dep't of Labor (OSHA)*, 34 FLRA 573, 575-77 (1990).

The Agency has not demonstrated that the Arbitrator's interpretation of the parties' agreement is implausible or irrational. Accordingly, the Agency has not demonstrated that the award fails to draw its essence from the parties' agreement.

VI. Decision

The Agency's exceptions are denied.

Dissenting Opinion of Chairman Cabaniss

For the reasons set forth in my dissenting opinion in *United States Dep't of Justice, Fed. Bureau of Prisons, Metro. Det. Ctr., Guaynabo, P.R.*, 57 FLRA No. 67, slip op. at 10-14 (June 29, 2001), I respectfully dissent regarding the use of the "abrogates" test set out in *United States Dep't of the Treasury, United States Customs Service*, 37 FLRA 309 (1990), especially as it relates to the internal security practices of a federal correctional facility.

Additionally, I write separately to express my concern that the parties have been left without sufficient guidance to help them determine what future conduct will or will not comport with the award. In the present instance, the award found:

The Agency does not violate Article 27 when it vacates correctional posts with *good reason*, which can not be construed to include administrative convenience, even if the vacating of the posts causes an increase in the inherent hazards of the correctional environment.

Award at 16 (emphasis in original). In examining the award, I note little guidance as to what is meant by "administrative convenience" and "good reason," other than the one is not construed to include the other. Further, there were several reasons put forth as to why posts were vacated, yet the award sustains the grievance and proscribes future conduct without identifying which of those instances constituted "good reason" and which constituted "administrative convenience." As a result, the parties are no farther ahead in understanding the contract provision in question than when they began, and have only the prospect of future litigation to provide the substantive guidance they need.

1 All deliberations on this case were completed and the decision was reached and prepared for issuance prior to the end of Member Wasserman's term. In addition, Chairman Cabaniss' dissenting opinion is set forth at the end of this decision.

2 These exceptions are the third in a series of cases involving the same general issue and contract provision, but different local parties. *See United States Dep't of Justice, Fed. Bureau of Prisons, Fed. Corr. Inst., Marianna, Fla.*, 56 FLRA 467 (2000) (*BOP, Marianna*), and *United States Dep't of Justice, Fed. Bureau of Prisons, Metro. Det. Ctr., Guaynabo, P.R.*, 57 FLRA No. 67 (June 29, 2001) (Chairman Cabaniss dissenting) (*BOP, Guaynabo*).

The analyses in the three cases has differed because the awards were alleged to be deficient by the agencies based on different management rights. Specifically, in *BOP, Marianna*, where the agency argued only that the award interfered with its right to assign employees, the Authority concluded that the award did not affect that right and denied the exception. In *BOP, Guaynabo*, on the other hand, the agency argued not only that the award interfered with its right to assign employees but also its right to assign work. Consistent with its prior opinion in *BOP, Marianna*, the Authority concluded, Chairman Cabaniss dissenting, that the award did not affect the Agency's right to assign employees. *BOP, Guaynabo*, 57 FLRA No. 67, slip op. at 4-6. The Authority also concluded that, although the award did affect the Agency's right to assign work, the award was not deficient because the award enforced a contract

provision negotiated pursuant to section 7106(b)(3) of the Statute. *Id.* at 6-7 & 7 n.4. Therefore, the Authority denied the agency's exceptions. As discussed in more detail below, the Agency in the case now before us does not allege that the award interferes with its right to assign employees; the Agency argues that the award is deficient based on its right to assign work and determine its internal security practices.

3 As relevant here, Article 27 provides:

[T]he Employer agrees to lower those inherent hazards [of a correctional environment] to the lowest possible level, without relinquishing its rights under 5 USC 7106.

Award at 6.

4 As relevant here, Article 18 provides:

Section r. Normally, nonprobationary employees. . .will remain on the shift/assignment designated by the quarterly roster for the entire roster period.. . .

Section u.. . .the words *ordinarily* or *reasonable efforts* as used in this article shall mean: the presumption is for the procedure stated and shall not be implemented otherwise without good reason.

Award at 5.

5 For the reasons set forth in *BOP, Oklahoma City*, we adhere to the view that the analysis used by the Authority to determine whether a proposal is within the *duty to bargain* under § 7106(b)(3) of the Statute is not appropriate for determining whether an agreed-upon proposal incorporated into a collective bargaining agreement is *enforceable* as negotiated pursuant to § 7106(b)(3), and we reject our dissenting colleague's view to the contrary.

6 Our dissenting colleague asserts that the award does not adequately define "administrative convenience" or "good reason," and that the award "sustains the grievance and proscribes future conduct" without providing adequate guidance as to when the Agency may vacate posts. *Infra.* at 14. However, the issue before the Arbitrator was not the distinction between administrative convenience and good reason, but whether the Agency had violated the agreement by vacating posts. In this regard, the Arbitrator concluded that the vacating of "any post" on the quarterly roster violates the parties' agreement unless the post "can be demonstrated to have no functions that affect safety" or "there is no other available means of filling [a] more critical post." Award at 11 n. & 12. Thus, the Arbitrator resolved the issue before her, and provided the parties sufficient guidance as to what conduct the Agency must cease. In addition, neither party argues that the award is deficient on the ground that it is incomplete. *See United States Dep't of Veterans Affairs, Gulf Coast Veterans Health Care System, Biloxi, Miss.*, 57 FLRA 77, 79 (2001) (award deficient that is so incomplete, ambiguous, or contradictory as to make implementation impossible).

