



American Federation of  
Government Employees

Memorandum

**Grievance on behalf of bargaining unit employees at the Department of Veterans Affairs Central Office**

Dated: March 16, 2026

To: Denise Biaggi-Ayer, Executive Director, Office of Labor Management Relations, Department of Veterans Affairs (“VA,” “Agency,” or “Department”)

Re: Unilateral termination of telework in violation of the parties’ collective bargaining agreement, the Telework Enhancement Act, and statutory and contractual bargaining obligations

From: Douglas E. Massey, Esq., President, American Federation of Government Employees (AFGE) Local 17, AFL-CIO (“Union”)

**I. Statement of the Grievance**

AFGE Local 17 is the exclusive representative of bargaining unit employees at VA Central Office. As the exclusive representative, the Union files this grievance challenging Secretary Douglas Collins’ unilateral termination of telework for bargaining unit employees. In doing so, the Department repudiated Article 20 of the Master Agreement Between the Department of Veterans Affairs and the American Federation of Government Employees (2023) (“Master Agreement”), which governs telework for bargaining unit employees.

This is the first grievance AFGE Local 17 has filed in more than seven months. On August 8, 2025, the Department implemented Executive Order 14251 and asserted that the Order suspended collective bargaining rights and rendered the parties’ Master

Agreement inapplicable. The Department based that decision on Secretary Collins' reclassification of the bargaining unit as national security workers.

On March 13, 2026, however, United States District Judge Melissa DuBose issued a preliminary injunction prohibiting the Department from relying on Executive Order 14251 to suspend its statutory bargaining obligations and restoring the collective bargaining rights of affected employees under the Statute. Judge DuBose further ordered VA to reinstate the Master Agreement and related agreements for the remainder of their agreed-upon term. Accordingly, the Master Agreement is now in full force and effect, and the Union is entitled to pursue this grievance under that agreement.

### **A. Governing legal framework**

Article 20 of the Master Agreement governs telework. It provides that the number of telework days "will vary based on the specific arrangement made between the employee and the supervisor," and that employees may telework "as little as one day per month or as much as five days per week for full-time telework." Master Agreement, Article 20, Section 6.C. The parties therefore negotiated a flexible framework under which telework arrangements are determined based on operational needs rather than through arbitrary caps or blanket restrictions. This contractual framework is consistent with the Telework Enhancement Act of 2010, Pub. L. 111-292, which directs federal agencies to establish telework policies and permit telework to the maximum extent possible without diminishing employee performance or agency operations.

When an agency refuses to honor a negotiated provision of a collective bargaining agreement, the conduct may constitute repudiation and therefore an unfair labor practice. In determining whether repudiation has occurred, the Federal Labor Relations Authority examines (1) the nature and scope of the alleged breach and (2) the importance of the contractual provision breached. Where an agency's actions constitute a clear and patent breach of a central provision of the agreement, the agency has repudiated the agreement and committed an unfair labor practice in violation of 5 U.S.C. § 7116(a)(1) and (5).<sup>1</sup>

### **B. Background of the telework dispute**

Against this legal backdrop, the use of telework expanded dramatically in March 2020 when the COVID-19 pandemic forced agencies across the federal government to modify workplace operations. At VA Central Office, this resulted in an unprecedented expansion of telework as virtually all bargaining unit employees were directed to evacuate their worksites and begin working remotely. Over the next several years, employees continued to perform their duties while working remotely, and agency operations were maintained throughout this period.

As pandemic conditions improved, AFGE Local 17 and the Department negotiated a Memorandum of Understanding (MOU) in May 2022 governing the phased reentry of

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<sup>1</sup> See *U.S. Dep't of the Air Force, 375th Mission Support Squadron, Scott Air Force Base, Illinois*, 51 FLRA 858, 862 (1996).

employees into VA Central Office worksites. The MOU did not modify or restrict employees' rights under Article 20 of the Master Agreement; rather, it established a process to manage the transition back to the workplace as pandemic conditions eased. Employees were permitted to request telework schedule agreements specifying the number of days they would work at an alternative duty station, and once approved those agreements governed their work arrangements.

Despite this negotiated framework, former VA Secretary Denis McDonough later imposed a policy limiting telework for VA Central Office employees to five days per pay period, or 50 percent. That policy conflicted with Article 20 of the Master Agreement, which permits telework arrangements based on agreements between employees and supervisors and does not impose a ceiling on the number of days an employee may telework. In response, AFGE Local 17 filed a grievance challenging the policy, which was scheduled for arbitration before Arbitrator Keith D. Greenberg, with a hearing set for May 9, 2025.

Shortly before the scheduled arbitration hearing, the Department asserted that Executive Order 14251, signed on March 27, 2025, called into question the continued applicability of the Master Agreement. At that time, however, the Department had not yet implemented the Executive Order by taking any action to terminate or suspend the Master Agreement, which VA did not attempt to do until August 8, 2025. As a result of the uncertainty created by the Executive Order and related litigation, the arbitrator held the grievance in abeyance pending clarification of the parties' contractual rights. Rather than resolving the dispute through arbitration over Secretary McDonough's policy, Secretary Collins imposed an even more restrictive policy requiring most employees to report to the office full time.

### **C. Secretary Collins' return-to-office directive**

While that grievance remained pending, on February 21, 2025, Secretary Collins issued a Department-wide message entitled *Return to In-Person Work*, directing that VA employees work in person at their respective agency worksites on a full-time basis unless specifically excepted. The directive terminated existing telework and remote work arrangements for most employees and required employees within 50 miles of a federal office to return to in-person work by May 5, 2025, with employees outside 50 miles required to return by July 28, 2025.

For most bargaining unit employees, the directive effectively eliminated telework and replaced the flexible telework framework established under Article 20 with a mandatory in-office reporting requirement. Limited exceptions were identified for employees with approved reasonable accommodations, which are protected by statute, and certain other narrow circumstances. Temporary extensions could also be granted in situations such as a lack of available office space. Attorneys at the Board of Veterans' Appeals, who constitute nearly half of AFGE Local 17's bargaining unit, were granted extensions and continue working remotely due to insufficient office space at VA Central Office.

Secretary Collins' anti-telework policy directly conflicts with Article 20 of the Master Agreement. Where former Secretary McDonough attempted to limit telework to five days per pay period, Secretary Collins went further, discarding the negotiated framework entirely and imposing a blanket requirement that most employees report to the office full time. By doing so, the Department repudiated Article 20 of the Master Agreement by eliminating the negotiated framework rather than merely interpreting or applying the agreement.

The Department's actions also conflicted with the Telework Enhancement Act of 2010, which encourages federal agencies to expand telework and to permit telework to the maximum extent possible without diminishing employee performance or agency operations. For several years following the March 2020 evacuation of VA Central Office worksites, employees successfully performed their duties while working remotely and agency operations continued uninterrupted.

By abruptly terminating negotiated telework agreements and replacing them with a blanket return-to-office requirement, the Department disregarded both the parties' negotiated contractual framework governing telework and Congress's statutory policies encouraging its use. This is precisely the type of "clear and patent breach" the Federal Labor Relations Authority has held constitutes repudiation of a collective bargaining agreement and therefore an unfair labor practice.

## **II. Statement of the Violation**

The Union asserts the right to amend this Grievance if violations of any other applicable sections of the contract, laws, or regulations are discovered. By terminating telework for nearly half of bargaining unit employees at VA Central Office, the Department violated and continues to violate the following:

- Article 20 of the Master Agreement, stating that "[t]he number of days an employee will work at an alternative worksite per week, pay period, or month will vary based on the specific arrangement made between the employee and the supervisor," and that "[e]mployees may telework as little as one day per month or as much as five days per week for full-time telework";
- The Telework Enhancement Act of 2010, Pub. L. 111-292, which encourages federal agencies to expand telework and to permit telework to the maximum extent possible without diminishing employee performance or agency operations;
- Article 1 of the Master Agreement: prohibiting the Department from bypassing the Union and entering into agreements with bargaining unit employees;
- Article 2 of the Master Agreement: requiring the Department to comply with all federal law and regulations;
- Article 3 of the Master Agreement: requiring the Department to maintain an effective, cooperative labor-management relationship with the Union;
- 5 U.S.C. § 7116(a)(1) and (a)(5): requiring the Department to consult and negotiate in good faith with the Union;

- 5 U.S.C. § 7116(a)(7): prohibiting enforcement of any rule or regulation that conflicts with an applicable collective bargaining agreement in effect before the rule or regulation was prescribed;
- 38 CFR § 0.601: VA’s Core Values are Integrity, Commitment, Advocacy, Respect, and Excellence. Together, the first letters of the Core Values spell “I CARE”; and,
- Any other relevant articles, laws, regulations, customs, and past practices not herein specified.

### **III. Statement of the Remedy**

The Union asks that, to remedy the above situation, the Department agrees to the following:

- Immediately restore the status quo ante by reinstating all telework agreements that existed prior to the Department’s unilateral termination of telework;
- Cease and desist from further violations of the Master Agreement and federal law;
- Fully comply with its contractual obligations under the Master Agreement, the Telework Enhancement Act, and its statutory obligations under 5 U.S.C. § 7116(a);
- Make whole any bargaining unit employee adversely affected by the Department’s violations;
- Post an electronic notice, signed by the Secretary of Veterans Affairs, to all VA bargaining unit employees stating that the Department violated the Master Agreement and federal law and will not repeat such violations;
- Provide written confirmation to the Union that the Department has complied with the ordered remedies; and
- Grant any other relief deemed appropriate.

The time frame for resolution of this matter is not waived until the matter is resolved or settled. If you have any questions regarding this Grievance, please contact the undersigned.

*Douglas Massey*

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 Douglas E. Massey, Esq.  
 President, AFGF Local 17  
 VA Central Office

03/16/2026

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 Date