

CASE DIGEST: *U.S., Dep't of Ed., Office of Fed. Student Aid & AFGE,
Council 252, 71 FLRA 1105 (2020) (Chairman Kiko dissenting)*

This case reiterates the basic principle that parties are bound by the terms of a negotiated agreement and that any change to the agreement is subject to its terms and the requirements of the Federal Service Labor-Management Relations Statute. The Union grieved the Agency's implementation of a new telework policy that limits employees to two days of telework per week. The Arbitrator found that the Agency violated the parties' agreement and the Statute when it unilaterally implemented the new policy without affording the Union an opportunity for pre-decisional involvement, as required by the parties' agreement, and without giving the Union notice and an opportunity to bargain over implementation of the new policy. The Authority denied the Agency's exceptions because they fail to demonstrate how the award is deficient.

Chairman Kiko dissented because she would find that the Agency's changes to the telework policy were "covered by" a provision in the parties' agreement that preserved management's authority to restrict telework participation in order to avoid diminished organizational performance. She also found that the award did not draw its essence from the parties' agreement because the Agency's contractual obligation to participate in midterm bargaining was limited to matters not "covered by" the agreement, and the parties had agreed that the Agency could make changes necessary for the functioning of the Agency.

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.