

CASE DIGEST: *U.S. Dep’t of HUD*, 74 FLRA 592 (2026) (Member Arrington concurring; Member Wagner dissenting)

The Agency notified teleworking bargaining-unit employees that they would be required to report to the office an additional day per week, and the Union grieved the modification. After the Union invoked arbitration, the Agency moved to dismiss the grievance on the ground that the Union missed its contractual deadline to invoke arbitration. The Arbitrator issued an interim award finding the grievance procedurally arbitrable and a merits award sustaining the Union’s grievance. The Agency challenged both awards. Because the Arbitrator’s procedural-arbitrability determination failed to draw its essence from the parties’ collective-bargaining agreement, the Authority granted one of the Agency’s exceptions to the interim award and set aside both awards.

Member Arrington concurred, emphasizing the responsibility arbitrators owe the parties of collectively bargained agreements – to apply and enforce the negotiated language.

Member Wagner dissented. Applying the principles set forth in her dissent in *SSA*, 74 FLRA 555 (2026) (Dissenting Opinion of Member Wagner) – and noting that arbitrators’ determinations regarding procedural matters are entitled to even greater deference than those involving substantive matters – 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.