

Federal Labor Relations Authority
Quarterly Digest Report: July 1, 2025 – September 30, 2025



The following case digests are summaries of decisions/orders issued by the Federal Labor Relations Authority, with a short description of the issues and facts of each case. Descriptions contained in these case digests are for informational purposes only, do not constitute legal precedent, and are not intended to be a substitute for the opinion of the Authority.

CASE DIGEST: *AFGE, Loc. 3972, 74 FLRA 252 (2025)*

The Agency notified certain bargaining-unit employees that it was altering their telework arrangements, requiring them to report to the office an additional day per week, and directed the employees to update their telework agreements. The Union grieved, arguing to the Arbitrator that the Agency failed to comply with its contractual and statutory bargaining obligations before making the change and that the Agency unlawfully bypassed the Union to bargain directly with the employees. The Arbitrator found that the parties' existing collective-bargaining agreements covered the procedures by which the Agency could change employees' telework arrangements, and that the Agency complied with those procedures. Therefore, the Arbitrator found that the Agency had no further obligation to bargain with the Union over the matter. The Union filed exceptions challenging the award on contrary-to-law and essence grounds. Because the Union did not demonstrate that the Agency negotiated directly with bargaining-unit employees, or that either the parties' agreements or the Federal Service Labor-Management Relations Statute required the Agency to bargain with the Union over the change to employees' telework arrangements, the Authority denied the Union's exceptions.

CASE DIGEST: *NTEU, Chapter 105, 74 FLRA 257 (2025)*

The Arbitrator issued an award finding the Agency did not violate the parties' agreement and 5 U.S.C. § 6101 by scheduling employees for non-consecutive regular days off. The Union filed exceptions on essence, nonfact, and exceeded-authority grounds. The Authority denied the Union's exceptions because they did not show the award was deficient.

CASE DIGEST: *U.S. DHS, U.S. CBP*, 74 FLRA 261 (2025)

The Union filed a grievance alleging that the Agency violated the Fair Labor Standards Act (FLSA) when it failed to pay overtime to employees on compressed work schedules when they worked more than eighty hours in a biweekly pay period. The Arbitrator issued an award sustaining the grievance and awarding FLSA remedies. On exceptions, the Agency argued that the award was contrary to §§ 6121 and 6128 of the Federal Employees Flexible and Compressed Work Schedules Act (the Work Schedules Act). Because the Arbitrator's FLSA findings and remedies conflicted with the Work Schedules Act, the Authority set aside the award.

CASE DIGEST: *U.S. GPO*, 74 FLRA 264 (2025)

After the Petitioner won a multi-union election to represent the bargaining unit, the Incumbent filed objections to the election with the Regional Director (the RD). The RD issued a decision and order (RD's decision) dismissing the objections, and the Incumbent filed an application for review of the RD's decision. The Authority found that the Incumbent did not demonstrate that the RD's decision was deficient on the grounds alleged, and denied the application for review.

CASE DIGEST: *U.S. Dep't of the Navy, Commander Navy Region Nw. Fire & Emergency Servs.*, 74 FLRA 286 (2025)

The Union filed a grievance alleging that the Agency violated the parties' collective-bargaining agreement by directing a firefighter to rotate from his assigned fire station to fill a vacancy for a single shift at a different fire station. The Arbitrator issued an initial award (first award), in which he found that the Agency violated the parties' agreement based on a contractual provision addressing involuntary reassignments, but retained jurisdiction to resolve any questions regarding the grievance. The Agency subsequently requested clarification of the basis for the Arbitrator's ruling, asserting that the Arbitrator had not addressed whether the parties' agreement permitted the specific type of rotation at issue in the grievance. The Arbitrator then issued a new award in which he effectively reversed the first award, found the parties' agreement permitted the rotation, and denied the grievance (second award).

The Agency filed exceptions to the first award on nonfact and essence grounds. The Union filed exceptions to the second award on contrary-to-law, bias, fair-hearing, exceeded-authority, essence, and incomplete, ambiguous, or contradictory grounds. The Authority partially dismissed and partially denied the Union's exceptions challenging the second award. Consequently, the Authority dismissed the Agency's exceptions, which sought reversal of the first award, as moot.

CASE DIGEST: *USDA, Off. of the Chief Fin. Officer, New Orleans Nat'l Fin. Ctr., New Orleans, La., 74 FLRA 292 (2025)*

The Union filed an application for review of the decision and order of a Federal Labor Relations Authority Regional Director (RD), which dismissed a petition seeking a change in affiliation. The RD found that the Union's notices for the special meetings at which members voted on the affiliation change were misleading, and that the insufficiency of the notices deprived members of an opportunity to make an informed decision about whether to attend the meetings. Accordingly, the RD found the Union failed to satisfy the necessary procedural requirements for an affiliation change. The Authority found the Union did not demonstrate that the RD failed to apply established law or committed clear and prejudicial errors concerning substantial factual matters. Accordingly, the Authority denied the application for review.

CASE DIGEST: *NTEU, Chapter 296 & 336, 74 FLRA 299 (2025)*

This case concerned the negotiability of one provision addressing telework and remote work. The Authority found that the provision affected management's right to assign work under § 7106(a)(2)(B) of the Federal Service Labor-Management Relations Statute (the Statute). Because the Union did not argue that the provision fell within an exception to management's rights under § 7106(b) of the Statute, the Authority concluded that the provision was contrary to management's right to assign work. Therefore, the Authority found the provision contrary to law and dismissed the petition.

Member Wagner concurred. In her view, a party arguing that a proposal or provision addressing employees' job locations affects the right to assign work has the burden of demonstrating a relationship between the employees' job locations and their job duties. But she agreed that it was unnecessary to decide whether that standard had to apply in this case.

CASE DIGEST: *U.S. SBA, 74 FLRA 310 (2025) (Chairman Kiko concurring)*

The Arbitrator found the Agency violated the parties' collective-bargaining agreement by issuing the grievant a three-day suspension. As remedies, the Arbitrator directed the Agency to remove the suspension from the grievant's record, and make the grievant whole for any loss of pay and benefits. The Agency filed exceptions to the award on exceeded-authority and essence grounds. The Authority denied the exceptions because they failed to demonstrate the award was deficient.

Chairman Kiko concurred, noting that the Arbitrator failed to direct a replacement penalty despite finding the grievant engaged in the charged misconduct. The Chairman observed that the Arbitrator neglected his obligation to promote the efficiency of the service by completely insulating the grievance from accountability for her misconduct.