



# NATIONAL VETERANS AFFAIRS COUNCIL

American Federation of Government Employees, Affiliated with the AFL-CIO

## NATIONAL GRIEVANCE

NG-2/28/25

**Date:** February 28, 2025

**To:** Denise Biaggi-Ayer  
Executive Director  
Office of Labor Management Relations  
U.S. Department of Veterans Affairs  
[Denise.Biaggi-Ayer@va.gov](mailto:Denise.Biaggi-Ayer@va.gov)  
[valmrlitigation@va.gov](mailto:valmrlitigation@va.gov)  
*Sent via electronic mail only*

**From:** Shalonda Miller, Staff Counsel, National Veterans Affairs Council (#53) (“NVAC”),  
American Federation of Government Employees, AFL-CIO (“AFGE”)

**RE:** National Grievance against the Department of Veterans Affairs for repudiating Article 20 of the Master Agreement by issuing the “Return to In-Person Work” directive and for failing to bargain in good faith with the Union concerning its unilateral termination of telework and remote work arrangements

## STATEMENT OF THE CHARGES

Pursuant to the provisions of Article 43, Section 11 of the Master Agreement Between the Department of Veterans Affairs and the American Federation of Government Employees (2023) (“MCBA”), American Federation of Government Employees/National Veterans Affairs Council (“NVAC” or “the Union”) is filing this National Grievance against you and all other associated officials and individuals acting as agents on behalf of the Department of Veterans Affairs (“Department” or “VA”) for repudiating Article 20 of the Master Agreement when issued a “Return to In-Person Work” directive and for failing to bargain in good faith with the Union concerning its unilateral termination of telework and remote work arrangements.

Specifically, the Department violated, and continues to violate, Articles 2, 3, 20, 47, and 49 of the MCBA, 5 U.S.C. §7116(a), VA Handbook 5011, and any and all other relevant articles, laws, regulations, and past practices not herein specified. The Union reserves the right to supplement this National Grievance based upon the discovery of new evidence or information of which it is not presently aware, or otherwise, as necessary.

## STATEMENT OF THE CASE

Between January 20 and February 3, 2025, President Trump and the U.S. Office of Personnel Management (“OPM”) issued various memoranda<sup>1</sup> in connection with the

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<sup>1</sup> Available at <https://www.whitehouse.gov/presidential-actions/2025/01/return-to-in-person-work/> and <https://www.opm.gov/policy-data-oversight/latest-memos/>, respectively (last accessed: February 26, 2025).

Administration's plans to terminate telework/remote work arrangements and require all federal civilian service employees to report to a government-owned or operated duty station. In OPM's memorandum dated February 3, 2025,<sup>2</sup> entitled "*Guidance on Collective Bargaining Obligations in Connection with Return to In-Person Work*," OPM claimed that telework levels and eligibility are a reserved managerial right and further surmised that bargained-for provisions in collective bargaining agreements regarding telework may be unenforceable pursuant to 5 U.S.C. § 7106(a). The memorandum boldly proclaimed: "*Agencies should not interpret or apply [any CBA] provisions to prevent compliance with the President's government-wide directive [ordering the return to office].*" The memorandum further proclaimed that any bargaining obligations facing federal agencies should be met post-implementation.

On February 20, 2025, the VA Office of Labor-Management Relations ("VACO-LMR") provided notice (the "VACO-LMR Notice") to the Union regarding its impending changes to VA Handbook 5011, "Hours of Duty and Leave," and termination of alternative workplace arrangements. According to data provided by VACO-LMR there are currently **67,396** AFGE bargaining unit employees ("BUEs") covered by telework or remote work agreements.<sup>3</sup> Attached to the VACO-LMR Notice was the Department's Office of the Chief Human Capital Officer ("OCHCO") Bulletin,<sup>4</sup> entitled *Return to In-Person Work Implementing Guidance* ("OCHCO Bulletin"). The OCHCO Bulletin states, in part:

*By May 5, 2025, all remote work and telework agreements for all employees (bargaining and non-bargaining unit) on telework arrangements and all employees on remote work arrangements with current official duty stations within 50 miles of a Federal office space will be terminated, except for ad hoc telework.*

*No later than July 28, 2025, all remote work and telework agreements for all employees (bargaining and non-bargaining unit) on remote work arrangements with current official duty stations outside 50 miles of a Federal office space will be terminated, except for ad hoc telework.*

The OCHCO Bulletin contained limited exceptions to the Return-to-Office ("RTO") requirement: 1) military spouses with existing and new remote work arrangements; 2) spouses of U.S. Foreign Service members on overseas assignment; 3) existing and new Domestic Employees Teleworking Overseas arrangements; and 4) employees with remote and telework arrangements approved as a reasonable accommodation, including interim accommodations, due to a disability or qualifying medical condition. A nearly identical "*Message from the Secretary [Douglas A. Collins]*" was sent to "All VA Mailboxes" on February 21, 2025.<sup>5</sup>

These communications were couched as "Notices" to the Union and BUEs alike even though they unilaterally imposed **May 5, 2025** and **July 28, 2025** RTO deadlines without regard for collective bargaining obligations. Specifically, the Department has given no indication that any

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<sup>2</sup> Attached as Exhibit A.

<sup>3</sup> Data as of February 1, 2025.

<sup>4</sup> Attached as Exhibit B.

<sup>5</sup> Attached as Exhibit C.

Union proposal would receive serious consideration and has instead declared that these sweeping changes will soon take effect. When a change is announced in a perfunctory manner such as this, the Authority has consistently held that the change is unlawful. *U.S. Dep't of the Navy, Naval Avionics Ctr., Indianapolis, Ind.*, 36 FLRA 567, 572 (1990); *U.S. Dep't of Interior, Bureau of Reclamation*, 20 FLRA 587, 599 (1985); *U.S. Dep't of Homeland Sec., US Customs & Border Prot.*, 64 FLRA 916, 921 (2010). Here, the VACO-LMR Notice makes clear that the Department *shall be* implementing its RTO plan, not inviting the Union to bargain in good faith over these changes in conditions of employees. Regardless of whether the Union subsequently requested to bargain, the Department makes clear that such a request would be futile. Nevertheless, the NVAC Mid-Term Bargaining Team has submitted demands to bargain under protest regarding changes to VA Handbook 5011's telework and remote work arrangements, as well as the VACO-LMR Notice, to preserve its rights while it pursues this Grievance.<sup>6</sup> The Department cannot unilaterally force the Union to reopen and renegotiate matters covered by existing agreements. *See Dep't of Health and Human Services, Social Security Admin. and AFGE National Council of SSA Field Office Locals*, 47 FLRA 96 (1993). The Department's prior attempts to do so during the first Trump Administration were deemed unlawful by arbitrators and the Federal Labor Relations Authority. *See, e.g., U.S. Dep't of Veterans Affairs and AFGE National VA Council*, 72 FLRA 781 (2022) (upholding an award which found that the Union lawfully declined to bargain over new procedures for requesting and tracking official time where such procedures were covered by the agreement); *DVA and AFGE, NVAC*, 72 FLRA 518 (2021) (denying a management rights exception and holding that the agency repudiated agreements when it unilaterally implemented a new Directive, which called for smoke-free campuses).

Telework policies and procedures for AFGE BUEs are covered by Article 20 of the MCBA. Relevant excerpts from Article 20 include, in part, that:

- 1) "The number of days each week, pay period, or month an employee will work at an alternative worksite will vary depending on the individual arrangement made between the employee and the supervisor" (Section 6);
- 2) "Employees may work as few as one day per month or as many as five days per week for full time telework" (Section 6);
- 3) Removal from telework is "based on the employee's failure to adhere to the requirements specified in the Telework Program Agreement and/or a decline in overall performance below the fully successful level" (Section 11);
- 4) Additional telework procedures are a subject appropriate for local bargaining (Section 18); and,
- 5) "On the effective date of this Agreement, employees currently working at an [alternate duty station] are not required to reapply for telework" (Section 19).

These provisions have remained largely unchanged for decades. Further, the Duration of Agreement clause of the MCBA provides: "Negotiations initiated by either party during the term to add to, amend, or modify this Agreement may be conducted **only by mutual consent** of the parties." *See* Section 3 (emphasis added). The Union has **not** consented to the renegotiation of Article 20. There is no reasonable dispute that the MCBA is valid and in effect. Therefore, the VACO-LMR Notice and implementation plan constitute a repudiation of the MCBA. Repudiation occurs when there is a contractual breach that is clear and patent and involves a provision that goes

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<sup>6</sup> Attached as Exhibit D.

to the heart of the agreement. *U.S. Dep't of the Air Force, 375th Mission Support Squadron, Scott AFB*, 51 FLRA 858 (1996). Here, both elements of repudiation have been met, as the Department committed a clear and patent breach of Article 20, and the article goes to the heart of the agreement.

Furthermore, the Department has not provided any justification for the unilateral termination of binding telework agreements; other than purely operating at the whim of the current Administration. However, the Authority has upheld an arbitration award finding that an agency's unilateral change to a telework policy violated the Telework Enhancement Act and the union's contract. *U.S. Dep't of Ed., Federal Student Aid and AFGE 3899*, 71 FLRA 1166 (2020) ("*DOE*") (reaffirming that an agency must adhere to limitations to which it has agreed throughout the term of a collective bargaining agreement).

The VACO-LMR Notice also unilaterally terminates remote work agreements. The frequency of "remote work arrangements," wherein BUEs work exclusively from an alternate duty station which may be within or outside the commuting area of an agency worksite, exploded at the VA during the COVID pandemic and continue to date. For example, according to Department records, there are 3,357 AFGE employees currently in remote work arrangements within the Veterans Benefits Administration. The MCBA is silent on remote work arrangements; therefore, the Department was required to provide *advance* notice and an opportunity for the Union to bargain changes to a longstanding condition of employment established through past practice. Remote work policies, like telework policies, are a condition of employment. *See DOE*, 71 FLRA at 1167 (finding that unilateral changes in such policies are a change in conditions of employment and therefore an impermissible modification of valid remote and telework agreements). Further, by unilaterally imposing a post-implementation bargaining requirement regarding these agreements, the Department has committed a separate unfair labor practice. Moreover, Local Unions have informed the NVAC that local managers have expressed their own concerns regarding the rescission of remote work, as they acknowledge that their facilities lack the parking space, access to technology, or infrastructure to house *every* remote worker on-site. For example, AFGE Local 1539 in Hot Springs, South Dakota currently represents approximately 150 fully remote workers, ranging in occupation from psychiatrists to Veterans Crisis Line phone operators. This small, rural facility would be incapable of absorbing such an influx of on-site employees. Thus, the Department's inauspicious attempt to require BUEs on remote work arrangements to "return" to an office that has never existed is fraught with logistical difficulties.

Telework and remote work procedures are also specified in *VA Handbook 5011, "Hours of Duty and Leave," Chapter 4. Alternative Workplace Arrangements (Telework and Remote Work)*.<sup>77</sup> Those procedures largely align with the MCBA, and provide, in part, that telework/remote work arrangements may be terminated by management if they are not meeting operational needs, if the employee is not meeting performance criteria, or if there are security violations. It allows for **the responsibility of approving or discontinuing telework or remote work arrangements to be delegated to first level supervisors**, who are perhaps best equipped to ascertain the needs of a service unit. It further provides that the termination of telework/remote work arrangements generally requires two-week advance written notice; must **include the business-based rationale for the decision**; and requires that appropriate labor relations obligations be fulfilled. The handbook also specifies that BUEs have the right to file a grievance if their telework requests are

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<sup>77</sup> VA Handbook 5011 is available at: [https://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=1577&FType=2](https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=1577&FType=2) (last accessed: February 26, 2025).

denied. Interestingly, the handbook requires that remote work arrangements be “cost neutral or low cost”—disposing of any claim by OPM or the President that this change in policy is a cost-saving measure.

Here, the Department has presented no “business-based rationale” for its actions. It is clear that this RTO plan is yet another ill-conceived, shortsighted, and callous example of the Department’s ongoing mistreatment of its employees.

## **Violations**

Nationwide, the Department has repudiated Article 20 of the MCBA by unilaterally implementing a plan to rescind telework and remote work agreements for AFGE BUEs. The Department’s decision to repudiate Article 20 constitutes an unfair labor practice in violation of 5 U.S.C. § 7116(a)(1), (a)(5) and (a)(8). Further, to the extent the Department is relying on any presidential memoranda or executive order to implement these sweeping changes to existing agreements, it is an unfair labor practice, in violation of 5 U.S.C. § 7116(a)(7), to enforce an order, rule, or regulation that conflicts with the terms of a negotiated agreement in effect prior to the issuance of the order, rule, or regulation. *U. S. Dep’t of Veterans Affairs and AFGE Local 17*, 72 FLRA 55 (2021). Next, by unilaterally implementing changes in conditions of employment concerning the termination of remote work arrangements without satisfying its duty to bargain in good faith with the Union, the Department violated Articles 47 and 49, as well as the statutory obligation to bargain in good faith. Lastly, the Department’s failure to comply with relevant contractual and statutory obligations violated Articles 2 and 3.

In sum, the Department violated, and continues to violate, Articles 2, 3, 20, 47, and 49 of the MCBA, 5 U.S.C. §7116(a), VA Handbook 5011, and any and all other relevant articles, laws, regulations, and past practices not herein specified.

## **Remedies Requested**

The Union requests the following remedies:

- To return to the *status quo ante*;
- To reinstate all preexisting telework and remote work arrangements;
- To rescind the VACO-LMR Notice, OCHCO Bulletin, and “Message from the Secretary;”
- To cease and desist from repudiating the MCBA;
- To fully comply with the MCBA, the Federal Service Labor Management Relations Statute, and VA Handbook 5011;
- To make whole any bargaining unit employee affected by the Department’s violations, including but not limited to, back pay, interest, restoration of leave, and attorney’s fees;
- To issue an electronic notice posting signed by the Secretary to all AFGE BUEs concerning its unfair labor practices; and
- To agree to any and all other remedies appropriate in this manner.

## Time Frame and Contact

This is a National Grievance, and the time frame for resolution of this matter is not waived until the matter is resolved or settled. If you have questions, please contact the undersigned counsel.



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Shalonda Miller  
Staff Counsel, NVAC  
Office of the General Counsel  
AFGE, AFL-CIO  
80 F Street, NW  
Washington, DC 20001  
tel: 202-639-6424  
efax: 202-379-2928  
[shalonda.miller@afge.org](mailto:shalonda.miller@afge.org)

cc: Alma L. Lee, President, AFGE/NVAC  
William Wetmore, Chairperson, Grievance and Arbitration Committee, AFGE/NVAC  
Thomas Dargon, Jr., Deputy General Counsel, AFGE/NVAC

## Exhibit A



UNITED STATES OFFICE OF PERSONNEL MANAGEMENT  
Washington, DC 20415

The Director

## MEMORANDUM

**TO:** Heads and Acting Heads of Departments and Agencies

**FROM:** Charles Ezell, Acting Director, U.S. Office of Personnel Management

**DATE:** February 3, 2025

**RE:** Guidance on Collective Bargaining Obligations in Connection with *Return to In-Person Work*

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On Wednesday, January 22, 2025, OPM issued a memorandum titled [Guidance on Presidential Memorandum Return to In-Person Work](#). This memorandum required agencies to revise their telework policies by 5:00 p.m., Friday, January 24, 2025, and advise OPM of the date that the agency will be in full compliance with the Presidential Memorandum *Return to In-Person Work*. OPM's guidance recommends agencies set a target date of approximately 30 days for full compliance with the Presidential Memorandum, subject to any exclusions granted by the agency and any collective bargaining obligations.

OPM writes to provide guidance on the collective bargaining obligations that apply to efforts to return workers to in-person work, particularly for these organizations which have collective bargaining agreement (CBA) language on telework and remote work.<sup>1</sup>

The agency head's ability to set overall telework levels and to exclude specific positions from telework eligibility under the Telework Enhancement Act<sup>2</sup> are exercises of management rights to determine the agency's mission and organization, direct employees, and assign work.<sup>3</sup> Precedent of the Federal Labor Relations Authority (FLRA) strongly indicates that management rights include the right to determine the frequency of telework, including whether specific positions may telework at all.<sup>4</sup> Unions can negotiate procedures for determining individual telework eligibility within authorized telework levels, and appropriate arrangements for employees whose telework eligibility is altered.<sup>5</sup> However, the substantive amount of telework agencies

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<sup>1</sup> This guidance has no application to law enforcement positions, border patrol, and other employment categories that are generally not eligible for telework.

<sup>2</sup> See 5 U.S.C. § 6502(a)(1)(A)

<sup>3</sup> See 5 U.S.C. § 7106(a).

<sup>4</sup> *NTEU*, 73 FLRA 816, 817 (2024), *AFGE Local 1712*, 62 FLRA 15, 17 (2007) ("proposals that, in effect, preclude management from auditing employees' work by the use of unannounced visits and spot checking of employees' work directly affect management's right to direct employees" and are not negotiable), *Prof'l Airways Sys. Specialists*, 59 FLRA 485, 487-88 (2003) (proposal that would allow employees to take work home to complete was nonnegotiable).

<sup>5</sup> 5 U.S.C. § 7106(b).



authorize and the substantive determinations of which positions will be eligible for telework is a management right. **Provisions of collective bargaining agreements that conflict with management rights are unlawful and cannot be enforced.**<sup>6</sup>

Agencies should review current CBA language on telework and remote work to determine if any provisions are unenforceable for conflicting with management's statutory rights under 5 U.S.C. § 7106(a) of the Federal Service Labor-Management Relations Statute (FSLMRS). Any provisions that require agencies to provide minimum telework levels, or prevent agencies from setting maximum telework levels, are likely unlawful under § 7106(a). The same applies to any provisions that require agencies to authorize telework for specific positions.

The FLRA has long held that agencies can declare unlawful provisions in existing CBAs unenforceable and no longer adhere to them, even if the CBA is past agency head review.<sup>7</sup> Further, agencies can immediately implement government-wide rules that do not conflict with lawful CBA provisions. "In that circumstance, an agency is obligated to provide notice of the change and provide an opportunity to bargain only after implementation."<sup>8</sup>

Thus, any CBA provisions that purport to restrict the agency's right to determine overall levels of telework are likely unlawful and unenforceable. Agencies should not interpret or apply such provisions to prevent compliance with the President's government-wide directive in *Return to In-Person Work*.<sup>9</sup> Any midterm bargaining should occur post-implementation.

Agencies should further review any criteria and procedures on approval and disapproval of telework and remote work in CBAs, and how they may have interpreted these provisions in the past. Some CBAs have language allowing management to adjust telework levels based on such matters as workload, staffing, and mission requirements (or other similar criteria). Agencies should re-evaluate if their interpretation of this language is too narrow and whether it unduly impedes the agency's ability to adjust telework levels when necessary.

In addition, agencies should review whether any CBAs or memoranda of understanding (MOUs), or extensions thereof, are pending agency head review and approval under 5 U.S.C. § 7114(c)(1), and whether any CBAs or MOUs are contrary to the recent Presidential Memorandum *Limiting Lame-Duck Collective Bargaining Agreements That Improperly Attempt to Constrain the New President*, which declares that, "CBAs executed in the 30 days prior to the inauguration of a new President, and that purport to remain in effect despite the inauguration of a new President and administration, shall not be approved" under agency head review. For purposes of that

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<sup>6</sup> CFPB, 73 FLRA 670, 675–76 (2023).

<sup>7</sup> See *Air Force HQ*, 17 FLRA 372 (1985) (not a ULP for agency to refuse to grieve dismissal of probationary employees, despite contract terms providing for such grievances, as the law precludes them). See also *NFFE Local 1862*, 3 FLRA 182 (1980) (7114(c) agency head review after 30-day statutory deadline was improper, but this does not require agency to enforce unlawful contract terms).

<sup>8</sup> *U.S. DHS, U.S. ICE*, 70 FLRA 628, 630 (2018)

<sup>9</sup> Agencies should, however, provide notice of the change in telework policy and an opportunity to bargain with unions over procedures and appropriate arrangements consistent with 5 U.S.C. § 7106(b).

memorandum, “subordinate agency personnel” under Section 2(c) refers to agency personnel who, as of the date of the Presidential Memorandum, were not the agency head.

Agency labor relations staff should work with agency legal counsel on these approaches. OPM plans to hold a CHCO Council office hour to discuss these matters further. You may contact [awr@opm.gov](mailto:awr@opm.gov) with questions.

cc: Chief Human Capital Officers (CHCOs), Deputy CHCOs, Human Resources Directors, and Chiefs of Staff.

Attachment 1: Presidential Memorandum, *Limiting Lame-Duck Collective Bargaining Agreements That Improperly Attempt to Constrain the New President* (January 31, 2025).

Attachment 2: *White House Fact Sheet: President Donald J. Trump Stops Last-Minute, Lame-Duck Biden Collective Bargaining Agreements* (January 31, 2025).

Attachment 1: Presidential Memorandum, *Limiting Lame-Duck Collective Bargaining Agreements That Improperly Attempt to Constrain the New President* (January 31, 2025).

January 31, 2025

MEMORANDUM FOR THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

SUBJECT:               Limiting Lame-Duck Collective Bargaining Agreements That Improperly Attempt to Constrain the New President

By the authority vested in me as President by the Constitution and the laws of the United States of America, including section 7301 of title 5, United States Code, it is hereby ordered:

Section 1. Policy and Purpose. In the final days of the prior administration's tenure, it purposefully finalized collective bargaining agreements (CBAs) with Federal employees in an effort to harm my Administration by extending its wasteful and failing policies beyond its time in office. For example, the Department of Education negotiated a CBA on January 17, 2025 -- 3 days before I took office -- that generally prohibits the agency from returning remote employees to their offices.

Such last-minute, lame-duck CBAs, which purport to bind a new President to his predecessor's policies, run counter to America's system of democratic self-government. CBAs quickly negotiated to include extreme policies on the eve of a new administration are purposefully designed to circumvent the will of the people and our democracy. Such CBAs inhibit the President's authority to manage the executive branch by tying his hands with inefficient and ineffective practices. The Supreme Court has explained that a President "cannot choose to bind his successors by diminishing their powers."

Therefore, it is the policy of the executive branch that CBAs executed in the 30 days prior to the inauguration of a new President, and that purport to remain in effect despite the inauguration of a new President and administration, shall not be approved.

Sec. 2. Standards for CBA Duration. (a) No executive department or agency (agency) or agency employees shall make a CBA governing conditions of employment in the 30 days prior to a change in Presidential administrations that:

- (i) creates new contractual obligations;
- (ii) makes substantive changes to existing agreements; or
- (iii) extends the duration of an existing agreement.

(b) Subsection (a) of this section applies only to the extent that its requirements do not prevent CBAs from rolling over under existing contractual provisions.

(c) To the extent that subordinate agency personnel have executed a CBA that violates the requirements of subsection (a) of this section, but the applicable agency head has not yet approved such agreement pursuant to 5 U.S.C. 7114(c), such agency head shall promptly disapprove such agreement as inconsistent with the requirements of this memorandum.

(d) The requirements of this section do not apply to CBAs that primarily cover law enforcement officers, as that term is used in 18 U.S.C. 1515(a)(4).

Sec. 3. General Provisions. (a) Nothing in this memorandum shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department, agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This memorandum shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) If the Federal Labor Relations Authority or a court of competent jurisdiction issues a final judgment holding that section 2(d) of this memorandum would prevent this memorandum from being considered a Government-wide rule or regulation for purposes of 5 U.S.C. 7117(a)(1), section 2(d) of this memorandum shall be severed and rendered inoperative thereby and given no force or effect.

(d) This memorandum is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

(e) The Director of the Office of Personnel Management is authorized and directed to publish this memorandum in the *Federal Register*.

PRESIDENT DONALD J. TRUMP

Attachment 2: White House Fact Sheet: President Donald J. Trump Stops Last-Minute, Lame-Duck Biden Collective Bargaining Agreements (January 31, 2025).

**White House Fact Sheet: President Donald J. Trump Stops Last-Minute, Lame-Duck Biden Collective Bargaining Agreements**

**BIDEN CANNOT DICTATE TRUMP MANAGEMENT POLICIES:** Today, President Donald J. Trump signed a memorandum directing agencies to reject last-minute collective bargaining agreements (CBAs) issued by the Biden Administration designed to constrain the incoming Trump Administration from reforming government.

- The memorandum prohibits agencies from making new CBAs during the last 30 days of a President's term.
- The memorandum directs agency heads to disapprove CBAs currently undergoing agency head review that violate this policy.
- Previous CBAs will remain in effect while the Trump Administration negotiates a better deal for the American people.

**PROTECTING DEMOCRACY:** This policy ensures the American people get the policies they voted for, instead of being stuck with the wasteful and ineffective Biden policies rejected at the ballot box.

- The outgoing Biden Administration negotiated lame-duck, multi-year collective bargaining agreements—during the week before the inauguration—in an attempt to tie the incoming Trump Administration's hands.
  - Three days before President Trump took office, the Department of Education negotiated a CBA that generally prohibits the return of remote employees.
  - The Small Business Administration and the Federal Trade Commission also agreed to new CBAs in Biden's final week in office.
- These CBAs attempt to prevent President Trump from implementing his promises to the American people, such as returning Federal employees to the office to make government operate more efficiently.
- President Biden's term of office ended on January 20th. Under this memorandum, he and future Presidents cannot govern agencies after leaving office by locking in last-minute CBAs.

**ALIGNING FEDERAL AGENCIES WITH PRIVATE SECTOR PRACTICES:** President Trump's memorandum ensures that federal agencies operate under similar rules as private sector unions and employers.

- Private sector unions and businesses renegotiate their CBAs after a new owner buys the company and are not generally bound to agreements made with the previous owner.
- Many union constitutions require approval from an incoming union President before CBAs recently negotiated with internal union staff can take effect.

## Exhibit B



**U.S. Department of Veterans Affairs**

Office of the Chief Human Capital Officer

VA Central Office  
Washington, D.C.

February 20, 2025

## **OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER (OCHCO) BULLETIN**

### **SUBJECT: Return to In-Person Work Implementing Guidance**

This OCHCO Bulletin provides guidance for implementing President Trump's January 20, 2025, Presidential Memorandum (PM), "[Return to In-Person Work](#)." All telework and remote work guidance contradicting or conflicting with the PM and this Bulletin is rescinded. This information should be widely distributed to all VA supervisors and employees.

On January 24, 2025, VA issued a memorandum titled "[Revisions to VA Handbook 5011, Telework and Remote Work Arrangements](#)," which revised VA's telework policy. These revisions will be codified in VA Handbook 5011, Hours of Duty and Leave, to require employees to work full time at their respective duty stations (agency worksites) unless excused due to a disability, qualifying medical condition, military spouse with existing and new remote work arrangements<sup>1</sup>, spouses of U.S. Foreign Service members on overseas assignment, employees on current and new Domestic Employee Teleworking Overseas (DETO) arrangements, or exempted for other compelling reason. Employees who applied for the Deferred Resignation Program and were deemed eligible are also excused from in-person work.

### **Key Dates and Required Actions**

By February 24, 2025, all Senior Executive Service (SES), Senior Executive Service Equivalents (SES EQV), Senior Level (SL), and Scientific and Professionals (ST) remote work and telework agreements will be terminated, except for ad hoc telework (also known as situational telework).

No later than February 24, 2025, all remote work and telework agreements for all supervisors on telework arrangements and supervisors on remote work arrangements with current official duty stations within 50 miles<sup>2</sup> of a Federal office space will be terminated, except for ad hoc telework.

<sup>1</sup> The term "military spouses" includes spouses of members of the Armed Forces on active duty, performing full-time National Guard duty, and members of Reserve components on active duty, and spouses of disabled or deceased members of the Armed Forces. See OPM Memorandum, "[Guidance on Exempting Military Spouses and Foreign Service Spouses from Agency Return to Office Plans](#)" (February 12, 2025).

<sup>2</sup> The 50-mile distance only applies to remote work arrangements. The distance from the duty station is not a factor for telework. A telework employee may live anywhere within or outside 50 miles, but the duty station is the agency worksite.

By May 5, 2025, all remote work and telework agreements for all employees (bargaining and non-bargaining unit) on telework arrangements and all employees on remote work arrangements with current official duty stations within 50 miles<sup>2</sup> of a Federal office space will be terminated, except for ad hoc telework.

No later than July 28, 2025, all remote work and telework agreements for all employees (bargaining and non-bargaining unit) on remote work arrangements with current official duty stations outside 50 miles of a Federal office space will be terminated, except for ad hoc telework.

Under Secretaries, Assistant Secretaries, and Other Key Officials may approve temporary extensions of time necessary to comply with the above actions on a case-by-case basis, such as, when an office space cannot be procured for an employee. Each administration and staff office will develop procedures for receiving and approving extension requests.

## **Responsibilities**

### Telework and Remote Work Agreements

Supervisors are responsible for terminating telework and remote work agreements and informing employees of in-person reporting requirements. Responsibilities include:

- Consulting with their servicing HR Office to verify the telework or remote work status of employees and confirm the required reporting date (i.e., February 24, May 5, or July 28, 2025, or other date authorized by an Under Secretary, Assistant Secretary, or Other Key Official).
- Confirming the availability of office space in consultation with their Administration or Staff Office space point of contact (POC). Space must be identified before terminating a current telework or remote work agreement.
- Notifying employees that they are required to report on a full-time basis and communicating / coordinating requirements related to return to in-person work (e.g., date, worksite location, schedule and hours of work, badging / access, furniture, IT equipment, and other pertinent information etc.).
- Terminating telework and remote work agreements in the same manner the current agreement was established (i.e., by signing the VA Form 0740 and providing a copy to the HR Office or using the electronic equivalent in the Talent Experience Platform; TXP). An employee's refusal to sign the termination does not invalidate the requirement to return to in-person work. Supervisors should annotate the refusal to sign on the form.
- Contacting the servicing HR office for guidance if the employee fails to report in-person to the assigned worksite as directed.
- Approving requests to establish ad hoc telework arrangements. Approval of these requests requires a new agreement to be completed and signed. Employees who wish to establish an ad hoc telework agreement for occasional and situational telework from an alternative worksite following the termination of their existing telework agreement may submit their request in [Employee Self Service](#) or on [VA Form 0740](#) for approval.



- Notifying timekeepers to update timecards in the VA Time and Attendance System to remove telework or remote work codes and ensuring timesheets are updated.
- Coordinating with HR offices regarding any required location-based pay actions due to a change in official duty station.

It is expected that leaders have already communicated the intent to terminate agreements to SES, SES EQV, SL, ST, and supervisors whose remote work and telework agreements must be terminated by February 24, 2025. Receipt of the VA memorandum issued on January 24, 2025, titled “Revisions to VA Handbook 5011, Telework and Remote Work Arrangements,” may be considered notification. If not communicated previously, leaders must immediately notify these employees and proceed with the actions required to comply with this Bulletin’s implementation guidance.

HR Offices are responsible for providing guidance and assistance on terminating telework and remote work arrangements. Responsibilities include:

- Responding timely to data calls on telework or remote work arrangements and coordinating with the appropriate management officials to assist in implementing return to in-person work requirements.
- Updating employee records in HR Smart’s “Maintain Teleworkers” page to reflect either a non-telework status for terminated agreements or an ad hoc/situational telework status for employees who complete a new agreement. For telework and remote work agreements terminated electronically via TXP, HR personnel must review the terminations to ensure the information is correctly reflected in HR Smart.
- Reviewing remote work employee duty stations to determine whether reporting to the specified agency worksite will impact an employee’s locality pay and working with the supervisor to initiate action to update the information effective the beginning of the pay period the employee reports to the new worksite. If an employee’s return to office would decrease their overall rate of pay, consult with District Counsel (or Office of General Counsel, for VA Central Office) before proceeding.
- Note: HRSmart is implementing a duty station enhancement that will be included in the March release. This enhancement will allow users to identify the physical location by description and where the position location is aligned. No HRSmart PAR action changes for Change in Duty Station/Pay should be processed prior to March 3, 2025.
- Processing all HR actions related to return to in-person work.
- Providing guidance to supervisors on appropriate steps to take if an employee refuses to sign the agreement to terminate telework and remote work arrangements and/or fails to report in-person to the agency worksite as directed.

#### Completing VA Form 0740, Telework Request/Agreement

Supervisors are responsible for completing Section X, *Notice of Telework Arrangement Termination*, and must include the following information:

- Block 1: Mark box initiated by supervisor.
- Block 2: Insert the termination date, which will be no later than the day prior to the employee's full-time reporting date. For example, for a start date of February 24, 2025, the termination date will be no later than February 23<sup>rd</sup>.
- Block 3: No response required.
- Block 5: Mark box labeled "Involuntary Withdrawal."
- Block 6: Mark box labeled "Other (please specify)" and annotate the following in the comment box below:
  - o "Presidential Action. Presidential Memorandum, Return to In-Person Work, dated January 20, 2025."
- Insert signature (employee and supervisor) and date at the bottom of the page.

A sample termination form may be found on the [Return to In-Person Work SharePoint](#).

When using TXP, follow the Telework for Managers Job Aid process, Section 2, Terminate a Telework Agreement, at the following link: [Job Aid](#). Supervisors should use the same information provided above for completing VA Form 0740.

### Office Space

VA is conducting a comprehensive assessment of facilities and workspace to ensure office (or equivalent) space is available for employees. Once the assessment is complete, each Administration and Staff Office will communicate their procedures for identifying and assigning space. Supervisors are responsible for confirming office space availability in consultation with their Administration or Staff Office space POC. Space must be identified before terminating a current telework or remote work agreement.

### **Temporary Extensions**

A temporary extension is a time-limited delay in reporting in person full-time. This means the employee is still expected to report in-person, but the reporting date would be delayed.

Under Secretaries, Assistant Secretaries, and Other Key Officials are authorized to grant time extensions to comply with the in-person reporting requirement on a case-by-case basis. Extensions will be time-limited and may be considered for situations such as a lack of available office space or delayed IT readiness (e.g., insufficient bandwidth and network capacity). Approval of temporary extensions must be recorded each month following the procedures outlined in *Reporting*, below.

Administrations and Staff Offices are responsible for establishing internal guidance on submitting requests for temporary extensions. A sample template memo is provided.

### **Policy Exceptions**

A policy exception is a limited category identified in the January 24, 2025, VA memorandum or guidance from the Office of Personnel Management (OPM).

The following categories of employees with telework remote work arrangements will not be modified unless there is a basis for revisiting or revising the arrangement: 1) military spouses with existing and new remote work arrangements; 2) spouses of U.S. Foreign Service members on overseas assignment; 3) existing and new DETO arrangements; and 4) employees with remote and telework arrangements approved as a reasonable accommodation, including interim accommodations, due to a disability or qualifying medical condition.

Exceptions apply to current and new DETO arrangements and extensions of DETO arrangements. Position suitability determinations should follow the procedures in VA Handbook 5011 for telework and remote work arrangements for military spouses and DETO arrangements. Questions regarding military spouses and DETOs should be directed to servicing HR offices.

Requests for reasonable accommodation regarding telework or remote work agreements will be addressed through the agency's reasonable accommodation process, which may include consultation with the Office of General Counsel.

### **Agency Head Exemptions**

An agency head exemption is permanent and does not require a particular organization, work unit, or position to report in-person.

The Secretary or designee must approve exemptions. A limited number of requests is expected to rise to the level of an exemption. Requests for exemptions must include a strong business case describing the "other compelling reason" for not complying with the PM. The exemption may be submitted for an individual or a group. The business case should address the following:

- The cost of complying with the PM;
- The type of work performed by the employee or the operations of the organization, including the structure and functions of the workforce, the geographic separateness to the agency;
- The impact of the exemption on the mission;
- How approval of an exemption is in the best interest of the VA, the Veterans VA serves, and how approval would outweigh the benefits of in-person work (i.e., negative impacts to provision and/or quality of direct patient care);
- If an exemption is approved, how will performance and productivity be monitored to ensure the level and quality of output meet or exceed standards; and
- Are there any long-term space issues that cannot be overcome by relocating the employees to another facility?

Requests must be submitted by the head of the Administration or Staff Office and be routed following the process outlined in Appendix A in the Veterans Affairs Integrated Enterprise

Workflow Solution (VIEWS). Administrations and Staff Offices must follow the process outlined in Appendix A to this Bulletin for routing requests for exemption. At a minimum, the following documents must be included in the request package:

- [VA Form 4265](#), Concurrence and Summary Sheet
- [VA Form 0907](#), Executive Summary
- Justification Memo: Request for Approval for Permanent Exemption

### Reporting

Each Administration and Staff Office must submit a report to HRA/OSP each month documenting the number of extensions granted by the Under Secretary, Assistant Secretary, or Other Key Official and the steps taken to address the issue(s). Each Administration and Staff Office must provide two points of contact (POC) (i.e., a primary and secondary POC) to the Worklife and Benefits Service at [vaco058worklife@va.gov](mailto:vaco058worklife@va.gov) no later than Friday, February 28, 2025. A link to submit monthly reports will be provided to the POCs.

The first report is due on Friday, March 14, 2025, and should include all exceptions approved from January 24, 2025, through February 28, 2025. Future reports must be submitted on the first business day on/after the 15<sup>th</sup> of the month and include exceptions approved during the prior calendar month. Negative responses are required if no exceptions were approved.

### **Next Steps**

Additional guidance and resources may also be found on the [Future of Work SharePoint](#), which will be updated as needed to meet changing requirements.

Employees and supervisors with questions regarding this guidance should contact their servicing HR office.

HR offices with questions regarding this bulletin should contact the Worklife and Benefits Service for assistance at: [vaco058worklife@va.gov](mailto:vaco058worklife@va.gov).

**Issued by: VA OCHCO/Worklife and Benefits Service**

**Process for Exemption Requests Requiring Secretary Approval:**

The chart below outlines the procedures for requesting Secretary Approval for exemption of a particular organization, work unit, or position to reporting in-person.

Step	Responsible Office	Action
1	Admin/Staff Office	<p>Assemble package. Package must contain the following: justification memo, VA Form 4265 VA Form 0907, and supporting documentation why the organization, work unit, or position should be exempted from in person work.</p> <p>Create a VIEWS case, upload attachments, and create case task for concurrence by the Administration or Staff Office head.</p> <p>Organizational concurrences by the Admin/Staff Office head must be shown on the VA Form 4265, Concurrence and Summary Sheet.</p>
2	Admin/Staff Office	<p>Once request package is complete, create a case task for Human Resources and Administration/Operations, Security and Preparedness (HRA/OSP), to review and concur. Due date is 10 calendar days from the date assigned in VIEWS. <b>Case assignment should be made to: "HRA/OSP-006 Office of Human Resources and Administration/Operations, Security and Preparedness."</b></p>
3	HRA/OSP	Create case task for technical review to Worklife and Benefits Service (WLB). Due date is 7 calendar days from the date assigned. HRA/OSP will provide concurrence on the VA Form 4265 after WLB technical review is complete.
4	WLB	Completes the technical review. Exemption requests that are not compliant with this policy will be returned to the requesting office for correction. The package may then be resubmitted to WLB with a new case task due date of 7 calendar days from the date of resubmission.
5	Admin/Staff Office	After HRA/OSP concurrence is received the Administration/Staff Office creates a case task for the respective Senior Advisor to review and concur. Due date is 5 days from the date assigned in VIEWS.
6	Senior Advisor	Senior Advisor reviews the exemption request for compliance with VA policy. Concurrence will be documented in the VIEWS case task. The case is then returned to the

		Admin/Staff Office so it may be tasked to OGC.
<b>7</b>	Admin/Staff Office	After HRA/OSP concurrence is received the Administration/Staff Office creates a case task for OGC to review and concur. Due date is 10 calendar days from the date assigned in VIEWS. <b>Case assignment should be made to: “OGC-02 Office of General Counsel.”</b>
<b>8</b>	OGC	OGC reviews the exemption request for compliance with Federal law, regulation, and VA policy. Concurrence will be documented in the VIEWS case task. The case is then returned to the Admin/Staff Office so it may be tasked to the Office of the Executive Secretariat (Exec Sec) for Secretary (or his designee) approval.
<b>9</b>	Admin/Staff Office	Updates the VA Form 0907 to list concurrences from offices and creates a new case task for the Office of the Executive Secretariat (Exec Sec) in VIEWS, with a due date of 10 calendar days from the date the task is assigned. <b>Case assignment should be made to: (OSVA-001)</b>
<b>10</b>	Exec Sec	The Secretary issues a final written decision on the justification memo and returns case to the Admin/Staff Office to finalize the recruitment package. If the request is denied, the reason for the denial will be noted on the request memo and provided to the Admin/Staff Office.

## Exhibit C

**From:** US Department of Veterans Affairs <[US.VA@va.gov](mailto:US.VA@va.gov)>

**Sent:** Friday, February 21, 2025 10:57 AM

**To:** VA All Mailboxes <[VAAll.Mailboxes@va.gov](mailto:VAAll.Mailboxes@va.gov)>

**Subject:** MESSAGE FROM THE SECRETARY

## MESSAGE FROM THE SECRETARY

### Return to In-Person Work

In accordance with President Trump's January 20, 2025, Presidential Memorandum (PM), [Return to In-Person Work](#), Department of Veterans Affairs (VA) employees must work in-person at their respective agency worksites on a full-time basis, unless otherwise excepted consistent with applicable law.

As provided for in the VA Memorandum, Revisions to VA Handbook 5011, Telework and Remote Work Arrangements, released on January 24, 2025, Political Appointees, Senior Executive Service members, Senior Executive Service Equivalents, and Senior Level, Scientific and Professional employees (VIEWS 12685236) as well as supervisors on telework arrangements and supervisors on remote work arrangements with current official duty stations within 50 miles of an agency facility will have remote work and telework arrangements terminated, except for ad hoc or situational telework. The above personnel must return to work full-time at their agency worksites no later than February 24, 2025, subject to the following:

- **Exceptions / Exemptions:** Exceptions and exemptions to this policy include employees with remote and telework arrangements approved as a reasonable accommodation due to a disability, qualifying medical condition, military spouse with existing remote work arrangements, spouses of U.S. Foreign Service members on overseas assignment, and employees on Domestic Employee Teleworking Overseas arrangements. No additional exceptions or exemptions will be considered at this time.
- **Extensions:** Under Secretaries, Assistant Secretaries, and Other Key Officials are authorized to grant extensions of time to comply with the in-person reporting requirement on a case-by-case basis. Extensions will be time-limited and may be considered for situations such as lack of available office space and delayed information technology readiness (such as, insufficient bandwidth and network capacity). Extensions may also be used based upon extenuating circumstances beyond the agency or employee's control or based upon operational reasons where



a permanent exception or exemption will be requested, pending the publication of specific guidance on processing of exceptions and exemptions.

- **Personnel Actions:** Individuals who do not return or refuse to return to work in person by the scheduled date and who do not possess an approved exception or extension are in violation of agency direction and will be charged absent without leave. Management will consult with human resources to initiate disciplinary action, up to and including removal from Government service, if an individual does not return or refuses to return to work in-person as required.
- **Policy / Administration:** The Office of the Assistant Secretary for Human Resources and Administration / Operations, Security and Preparedness is in the process of completing updates to Handbook 5011 to comply with the PM, which will revise VA's telework policy to require employees to work full-time at their respective duty stations (agency worksites) unless excepted or exempted by policy or agency head.

Employees may request an ad hoc telework arrangement, which must be documented and approved on the VA Form 0740, Telework Request/Agreement, or the electronic equivalent.

The following dates are identified for return-to-work for remaining personnel.

- By May 5, 2025, all employees (bargaining and non-bargaining unit employees) on telework arrangements and all employees on remote work arrangements with current official duty stations within 50 miles of a Federal office space.
- By July 28, 2025, all employees (bargaining and non-bargaining unit employees) on remote work arrangements with current official duty stations outside 50 miles of a Federal office space.

Thank you for your support in this effort and continued focus on service to Veterans, their families, caregivers, and survivors.

Douglas A. Collins

**Please produce locally for all those who do not routinely access email due to their specialties.**

## Exhibit D



**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
NATIONAL VETERANS AFFAIRS COUNCIL #53  
Affiliated with the AFL - CIO  
Mid-Term Bargaining Committee**

<b>Oscar L. Williams Jr., Chair</b> 2 <sup>nd</sup> Exec. V-President 29 Lake Street Danville, IL 61832-6101	<b>Bill Wetmore, Member</b> 3 <sup>rd</sup> Exec. V-President 2319 Alava Court Waldorf, MD 20603	<b>Tinita Cole, Member</b> 6 <sup>th</sup> District Rep., VAMC Dayton. Dayton, OH 45428	<b>Nicholas Keogh, Member</b> National Rep. 811 Vermont Ave Washington, DC 20420	<b>Linda Ward-Smith, Member</b> President AFGE Local 1224 6900 North Pecos Rd North Las Vegas 89086
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February 25, 2025

Denise A. Biaggi-Ayer, Executive Director  
Office of Labor Management Relations (LMR)  
Department of Veterans Affairs  
810 Vermont Avenue, NW  
Washington, DC 20420

Subject: Revisions to VA Handbook 5011, Telework and Remote Work Arrangements

Dear Ms. Biaggi-Ayer:

In accordance with Article 47, Section 2, of the Master Agreement, National VA Council #53 is, formally demanding to bargain on Revisions to VA Handbook 5011, Telework and Remote Work Arrangements as cited above within the Department. Please provide the NVAC's Mid-Term Bargaining Committee named above with all information and/or data related to this subject. The negotiations of this matter should normally begin no later than twenty (20) workdays after the Management Chief's Negotiator in this matter receives our demand to bargain.

Please cease and desist any implementation until the bargaining obligation has been met. The NVAC's Mid-Term Bargaining Committee may request a briefing over the subject cited above, before sending any proposals. If you have any questions, please call me at (217) 554-4979.

Sincerely,



Oscar L. Williams, Jr.  
Chairperson, Mid-Term Bargaining Committee  
2<sup>nd</sup> Executive Vice President  
National VA Council #53

cc: Alma L. Lee, President National VA Council #53  
NVAC Executive Committee

**AFGE: Good Government We Are Ready**



**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
NATIONAL VETERANS AFFAIRS COUNCIL #53**

**Affiliated with the AFL - CIO  
Mid-Term Bargaining Committee**

**Oscar L. Williams Jr., Chair**  
2<sup>nd</sup> Exec. V-President  
29 Lake Street  
Danville, IL 61832-6101

**Bill Wetmore, Member**  
3<sup>rd</sup> Exec. V-President  
2319 Alava Court  
Waldorf, MD 20603

**Tinita Cole, Member**  
6<sup>th</sup> District Rep.,  
VAMC Dayton.  
Dayton, OH 45428

**Nicholas Keogh, Member**  
National Rep.  
811 Vermont Ave  
Washington, DC 20420

**Linda Ward-Smith, Member**  
President AFGE Local 1224  
6900 North Pecos Rd  
North Las Vegas 89086

February 28, 2025

Denise A. Biaggi-Ayer, Executive Director  
Office of Labor Management Relations (LMR)  
Department of Veterans Affairs  
810 Vermont Avenue, NW  
Washington, DC 20420

Subject: Return to In-Person Work

Dear Ms. Biaggi-Ayer:

In accordance with Article 47, Section 2, of the Master Agreement, National VA Council #53 is, formally demanding to bargain on Return to In-Person Work under protest, as cited above within the Department. NVAC is requesting to engage in limited bargaining, concerning only those matters not covered by the 2023 Agreement, while the NVAC's National Grievance is pending. Please provide the NVAC's Mid-Term Bargaining Committee named above with all the information.

and/or data related to this subject. The negotiations of this matter should normally begin no later than twenty (20) workdays after the Management Chief's Negotiator in this matter receives our demand to bargain.

Please cease and desist any implementation until the bargaining obligation has been met. The NVAC's Mid-Term Bargaining Committee may request a briefing over the subject cited above, before sending any proposals. If you have any questions, please call me at (217) 554-4979.

Sincerely,

Oscar L. Williams, Jr.  
Chairperson, Mid-Term Bargaining Committee  
2<sup>nd</sup> Executive Vice President  
National VA Council #53

cc: Alma L. Lee, President National VA Council #53  
NVAC Executive Committee

**AFGE: Good Government We Are Ready**