

**SSA GENERAL COMMITTEE**  
**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO**

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*Representing over 40,000 SSA employees across the nation, Puerto Rico and Pacific Islands*

**VIA ELECTRONIC MAIL**

March 25, 2025

**To:** Eddie Taylor  
Associate Commissioner  
Office of Labor-Management and Employee Relations  
Social Security Administration  
6401 Security Blvd.  
Baltimore MD 21228  
[Eddie.Taylor@ssa.gov](mailto:Eddie.Taylor@ssa.gov)

**From:** Rich Couture, SSA General Committee  
Ashley Macaysa, Assistant General Counsel  
American Federation of Government Employees, AFL-CIO (“AFGE”)

**RE:** **National Level Union Management Grievance against the Social Security Administration for its Violation and Repudiation of Article 41 of the 2019 SSA/AFGE National Agreement Regarding Telework**

**STATEMENT OF CHARGES**

Pursuant to the provisions of Article 24, Sections 10 and 14 of the National Agreement Between the Social Security Administration and the American Federation of Government Employees (2019) (“National Agreement”), the American Federation of Government Employees (“the Union”) is filing this National Level Union Management Grievance (“UMG”) against you and all other associated officials and/or individuals acting as agents on behalf of the Social Security Administration (“SSA” or “Agency”) for violating and effectively repudiating the telework provisions set forth in Article 41 of the 2019 National Agreement.

SSA’s conduct is violative of numerous articles of the National Agreement including, but not limited to, Articles 1, 3, 7, and 41. Furthermore, SSA’s conduct is violative of 5 U.S.C. § 7116(a), and any and all other relevant articles, laws, regulations, and past practices not herein specified.

**STATEMENT OF THE CASE**

On or about January 23, 2025, the Agency notified the Union of its decision to unilaterally implement changes to bargaining-unit employees’ conditions of employment that it asserted are consistent with President Trump’s January 20, 2025, Presidential Memorandum (“PM”), *Return to In-Person Work*, as well as the January 22, 2025, Office of Personnel Management (“OPM”) Memorandum “Guidance on Presidential Memorandum *Return to In-Person Work*.”

In its notice, the Agency provided that effective February 24, 2025, the Agency intended to revise the Agency telework policy issued under 5 U.S.C. § 6502(a)(1)(A) to state that eligible employees must work full time at their respective duty stations unless excused due to a disability, qualifying medical condition, or other compelling reason certified by the Agency head and the employee's supervisor. Notwithstanding guidance issued by OPM on January 22, 2025, stating that an agency's compliance with the PM is subject to collective bargaining obligations, the Agency stated that it intended to effectively repudiate Article 41 of the National Agreement in an alleged effort to comport with the PM. The Agency rescinded its January 23<sup>rd</sup> notice on January 29, 2025.

On January 31, 2025, however, the Agency sent a Human Resources Internal Communication ("HRIC") email to all SSA employees, entitled "Differences Between Resignations and Retirements." While the email addressed the subject matter indicated by its title, the message also contained the following paragraph:

[f]inally, many of you have been asking when we will be returning to in person work in the office. While we await approval of our implementation plan, and we do not know the exact date on which we will be returning to full-time in person work, we know it will happen in the near future. Therefore, please begin planning for your personal situations like daycare and eldercare accordingly. We will soon be working in the office 5 days a week (full-time) with very few exceptions. Employees with approved reasonable accommodation requests for telework will continue to telework. We will contact outstationed employees regarding next steps including your onsite work location.

On February 3, 2025, the Union sent the Agency a memorandum concerning the Agency's January 31, 2025, email correspondence. The Union demanded that the Agency confirm whether it intended to comply with Article 41 of the National Agreement by Tuesday, February 4, 2025, at 5:00 p.m. ET. The Union further stated that it would interpret the Agency's failure to respond as the Agency's intent to unlawfully repudiate Article 41.<sup>1</sup>

OPM issued additional guidance concerning telework on February 3, 2025, entitled "Guidance on Collective Bargaining Obligations in Connection with *Return to In-Person Work*." Amongst other things, OPM now claims that telework levels and eligibility are a managerial right and further suggested that bargained-for provisions regarding telework may be unenforceable pursuant to 5 U.S.C. § 7106(a).

Notably, and as required by the parties' National Agreement, the Agency did not solicit telework agreements from bargaining-unit employees during the month of February. Instead, on

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<sup>1</sup> The Union also filed a UMG concerning the Agency's repudiation of Article 41 on February 5, 2025.

March 10, 2025, and without prior notification to the Union, the Agency sent bargaining-unit employees working in the Office of the Chief Information Officer (OCIO) the following notice:

[o]n Monday, January 20, 2025, President Trump issued a Presidential Memorandum (PM) requiring all employees to return to work in-person full time. This message serves as your official notice that your telework agreement will be terminated effective March 11, 2025, with all OCIO Employees in AFGE Bargaining Unit Positions expected to return to work in-person full time on March 12, 2025, even if you are awaiting reassignment to another position under the Agency’s voluntary reassignment offer. Employees who have signed up for VSIP are exempted. Employees must return any agency equipment taken to their telework location to their SSA office location.

Despite this, during a meeting with the Union on the morning of March 13, 2025, the Agency represented that it did not intend to eliminate telework for all bargaining-unit employees and further represented that it intended to comply with the parties’ National Agreement. Later that evening, however, the Agency provided the Union with a notice that provided in part:

[t]his is informational notice that in accordance with Article 41, Section 5.C. of the 2019 SSA/AFGE National Agreement, the Social Security Administration is suspending telework effective March 16, 2025, for all AFGE bargaining unit employees with the exception of employees in the Office of Hearings Operations, and the Office of Financial Policy and Program Integrity. All effected AFGE employees must return to work in-person at their respective duty stations on a full-time basis unless excused due to a disability, qualifying medical condition, or other compelling reason certified by the agency head and the employee’s supervisor.

The Agency’s conduct is unlawful for the reasons stated herein and below.

**1. The Agency Effectively Repudiated Article 41 of the National Agreement**

Despite the Agency’s assertion that it is merely suspending telework, it is beyond evident that the Agency is effectively repudiating the terms set forth in Article 41 in a manner that is violative of the National Agreement. The Agency’s attempt to repudiate Article 41 is violative of Article 7 of the National Agreement. Article 7, entitled “Duration of Agreement” indicates that the National Agreement is effective until October 25, 2029. Article 7, Section 3, entitled “Reopener” provides that “[n]egotiations during the term of [the] Agreement to add to, amend or modify [the] Agreement may be conducted **only** by mutual consent of the parties.” (emphasis added). The Union has not agreed to modify the provisions of Article 41.

**2. The Agency Violated Provisions Set Forth in Articles 3 and 41 of the National Agreement**

The Agency's decision to effectively eliminate telework is also violative of Article 41, Section 3. Section 3 explicitly indicates that each Deputy Commissioner "will adhere to the current number of telework days, eligible positions, and percentage of employees permitted to telework as of the date of this agreement [November 27, 2024] until October 25, 2029." Through its March 10<sup>th</sup> and March 13<sup>th</sup> notices, the Agency has essentially eliminated telework for bargaining-unit employees in contravention of Article 41, Section 3.

Additionally, the Agency failed to comport with Article 41, Section 5. Section 5.B.1 provides that employees may request to participate in telework during the months of February and August each year. The Agency did not solicit such requests during February of 2025. Additionally, Section 5.C explains any modifications to telework will be done on a temporary basis due to operational need. There is no indication that the Agency's unilateral elimination of employees' telework agreements is being done on a temporary basis. Furthermore, the Agency failed to identify any bona fide operational needs that require an agency-wide elimination of telework. In this regard, the Agency's conduct is also violative of Article 41, Section 6.F.

Further, the Agency's conduct violated Article 3, Section 2.A, which states in relevant part, "[a]ll employees shall be treated fairly and equitably in all aspects of personnel management [...]". Undoubtedly, the Agency's administration of its telework program constitutes an aspect of personnel management. The Agency's indefinite "suspension" of telework without identifying any real non-portable in-person operational needs, especially for agency components with no in-person service functions, constitutes unfair and inequitable treatment of employees on its face.

### **3. The Agency Committed Unfair Labor Practices Under 5 U.S.C. §§ 7116(a)(1), (5), (7), and (8) and in Violation of Article 1 of the National Agreement**

Article 1, Section 1 of the National Agreement requires that the Agency comply with applicable federal statutes and regulations in the administration of matters covered by the National Agreement. The Agency's unilateral decision to effectively repudiate Article 41 is an unfair labor practice, in violation of 5 U.S.C. §§ 7116(a)(1) and (5) of the Statute. Indeed, it is an unfair labor practice for an agency to repudiate a negotiated agreement. United States Department of Justice, Federal Bureau of Prisons and AFGE Local 3935, 68 FLRA 125 (2015). Further, 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. United States Department of Veterans Affairs and AFGE Local 17, 72 FLRA 55 (2021). The Agency's purported enforcement of the PM conflicts with the terms of the National Agreement. Therefore, in repudiating Article 41, the Agency has committed an unfair labor practice. Because the Agency violated 5 U.S.C. § 7116, as set forth above, the Agency also failed to comply with Article 1.

#### **Violations**

By failing to fulfill its obligations, the SSA violated, and continues to violate, the following:

- Article 1, Section 1 requiring the Agency to comply with federal law and regulations;

- Article 3, Section 2.A requiring the Agency to treat all employees fairly and equitably in all aspects of personnel management;
- Article 7, Section 2 requiring the Agency to comply with the National Agreement until a new term agreement is negotiated;
- Article 7, Section 3 requiring that any negotiations during the term of the agreement be conducted only by mutual consent of the parties;
- Article 41 generally requiring the Agency to adhere to certain processes and procedures regarding telework;
- Article 41, Section 3 regarding telework eligibility;
- Article 41, Section 5 requiring the Agency to adhere to certain telework procedures;
- Article 41, Section 6.F regarding telework suspensions;
- 5 U.S.C. §§ 7116(a)(1), (5), (7), and (8);
- Any and all other relevant articles, laws, regulations, customs, and past practices not herein specified.

### **Remedy Requested**

The Union asks that, to remedy the above situation, the SSA do the following:

- To fully comply with its contractual obligations under Articles 1, 3, 7, 41 and its statutory obligations under 5 U.S.C. §7116(a);
- A status quo ante remedy requiring SSA to restore all provisions of the National Agreement, rescind any changes made, and make the Union and all impacted employees whole;
- To make-whole any AFGE Local or bargaining-unit employee affected by the Agency's violation and repudiation of Article 41;
- To distribute an electronic notice posting to all bargaining-unit employees concerning the Agency's violations of the Statute;
- That the Agency pay for all attorney's fees associated with adjudicating the grievance; and,
- To agree to any and all other remedies appropriate in this matter.

In accordance with Section 10 of Article 24 of the SSA/AFGE National Agreement, the Union, as the grieving party of the attached grievance, waives the meeting/discussion that is required to occur within 10 working days of the Agency's receipt of the grievance. As a result of the waiver of this meeting/discussion, the Union expects to receive a decision of this grievance within 10 working days from today.

Signed,

/s/ Richard Couture

Richard Couture

SSA General Committee Spokesperson

American Federation of Government Employees, AFL-CIO

[Richard.couture@ssa.gov](mailto:Richard.couture@ssa.gov)

/s/ Ashley E. Macaysa

Ashley E. Macaysa  
Assistant General Counsel  
American Federation of Government Employees, AFL-CIO  
80 F Street NW  
Washington, DC 20001  
[Ashley.Macaysa@afge.org](mailto:Ashley.Macaysa@afge.org)

Counsel for AFGE, SSA General Committee

Statement of Service

I hereby certify that a true original copy of this grievance was filed with the above-named individual via email on this date.

**/S/ Richard F. Couture**  
March 25, 2025