



April 9, 2025

VIA ELECTRONIC MAIL

Ms. Christina Ballance
Executive Director, National Labor Relations Office
U. S. Department of Health and Human Services
200 Independence Avenue, SW
Washington, DC 20201

RE: National Grievance and Unfair Labor Practice Charge — Agency’s Violations of the Parties’ 2023 National Agreement, and 5 U.S.C. § 7116(a)(1), (5), (7), and (8)

Dear Ms. Ballance:

Pursuant to Article 45, Section 9 of the 2023 Collective Bargaining Agreement (CBA) between the Department of Health and Human Services (HHS or agency) and the National Treasury Employees Union (NTEU), NTEU hereby files this national grievance. NTEU hereby files this national grievance concerning the allegations described below. Because the violations NTEU alleges are continuing each day and/or week, the grievance and requested remedies are continuing in nature.

HHS and NTEU are parties to the HHS/NTEU National Agreement (effective July 2, 2023). On February 7, 2025, HHS directed all bargaining unit employees to begin reporting to a physical HHS office location on a full-time basis, commencing on March 17, 2025 (NTEU filed a national grievance on that action on February 12, 2025). The HHS directive pointed to the January 20, 2025 Presidential Memorandum (PM), *Implementing the President’s “Department of Government Efficiency” Workforce Optimization Initiative*, and implementing Office of Personnel Management guidance, as authority for its actions. On March 17, 2025, employees within fifty (50) miles of an HHS facility began reporting to HHS facilities around the country under protest of the February 7, 2025 directive.

Article 6, Section 3 of the NA states, in relevant part:

As a general rule, employees who are required to report to their assigned agency worksite 6 or more days per pay period will be assigned a dedicated workspace.

Unless other voluntary arrangements are approved, the following formula will be used for the selection of workspace in connection with space moves and workspace sharing solutions in FDA: Employee Grade + SCD (federal service computation) x percent of time reporting to the traditional office, based on 80 hours per pay period in the office. Examples of the implementation of the formula are attached (Appendix 6-1).

In addition, Article 6, Section 4 states, in relevant part:

For management-initiated bargaining unit employee relocations to a different building, space reconfigurations, and/or real estate changes impacting bargaining unit employees, the Employer will provide pre-decisional involvement to the local impacted NTEU chapters (and NTEU National if more than 1 chapter is impacted) before proposed space requirements or relevant pre-design documents are finalized. This will include briefing the impacted NTEU chapters on the general scope of the project, the anticipated impact on bargaining unit employees, and the projected completion date. If a decision is made to implement the plans, notice will be provided in accordance with Article 3 of this agreement.

Article 6, Section 5 of the NA states, in relevant part;

Consistent with Article 3, the Employer will provide advance notice to the union of any employee moves and/or the need to implement alternate workspace assignment solutions, including any need for office sharing, in any duty station prior to notifying the impacted employees.

The Employer will notify impacted employees of the move schedule at least fourteen (14) calendar days in advance of the scheduled move date. A copy of all notices issued to employees will be provided to the Union concurrently. That notice will include:

1. The reason for the move;
2. Names of impacted employees;
3. Location moving to and from;
4. The scheduled date of the move;
5. Whether or if any alternate workspace assignment solutions will need to be implemented;
6. The workstation selection process, including the schedule by which employees must make selections, and;
7. A floor plan of the available designated workstations, including any designated workspace sharing locations, as applicable.”

Article 50, Section 1.A of the NAA requires HHS to:

. . . provide a safe and healthy work environment for employees. As such, the Employer will comply with the applicable standards of the Occupational Safety and Health Administration as well as with all relevant health and safety codes and standards established and mandated by an authorized government entity. The Employer will maintain work area temperatures within acceptable ranges to the maximum extent possible.

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In directing employees to return to the office, HHS failed to abide by the contract requirements identified above. Many HHS employees were assigned new “workstations” by HHS, and no employees were offered seating in accordance with the formula set forth in Article 6. Neither NTEU National nor any NTEU chapters were provided with any information on the planned employee moves, or how HHS was going to address space changes. In addition, HHS has placed many impacted bargaining unit employees in space referred to as “non-standard workspace,” which includes conference rooms, training rooms, and other spaces. Most of these buildings are not suitable for the number of employees who are reporting, nor has the space been configured to accommodate the number of employees reporting. As such, it does not meet the “safe and healthy work environment” requirement of Article 50, Section 1A.

In failing to follow the required contractual procedures and obligations regarding Space and Facilities, HHS has violated Article 6 of the 2023 National Agreement. Additionally, the working conditions under which employees are performing work violate Article 50 of the parties’ NA. In addition, the above contractual violations constitute patent breaches and a repudiation of the CBA, in violation of 5 U.S.C. § 7114(a)(1), which is an unfair labor practice under 5 U.S.C. § 7116(a)(1), (5), and (8). Lastly, to the extent that HHS claims its actions are required by an Executive Order (EO) or Presidential Memorandum, and such an EO or PM has the effect of a government-wide rule or regulation, the agency’s action is an unfair labor practice under 5 U.S.C. § 7116(a)(7), which states that it is an unfair labor practice to enforce rules or regulations that conflict with any preexisting, applicable collective bargaining agreement.

To remedy these violations, NTEU requests that HHS: (i) immediately cease and desist from violating Articles 6 and 50 of the 2023 National Agreement and 5 U.S.C. § 7116(a)(1), (5) and (8); (ii) return to the *status quo ante*, i.e., that employees be returned to their telework or remote work agreements that were in effect before the directive was issued; (iii) post a notice, signed by the Secretary of HHS, in an appropriate place that may be viewed by all employees indicating that, by its actions, the agency has violated the statute and interfered with the rights of NTEU and employees in the bargaining unit; and (iv) grant any other remedies that may be deemed appropriate under law, rule and/or regulation.

NTEU requests a meeting pursuant to Article 45, Section 9.B.2 of the NA within fourteen (14) calendar days of this submission. NTEU’s representative in this matter will be Rocio Topete. Please contact her via email at rocio.topete@nteu.org to schedule a meeting.

Sincerely,



Doreen P. Greenwald
National President

cc: Rocio Topete, NTEU
Ken Moffett, NTEU
Ryan Soon, NTEU