



May 27, 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, Institutional Grievance and Unfair Labor Practice
Charge — Agency’s Violations of the 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 and Institutional Grievance concerning the management-directed reassignments of bargaining unit employees, as described below. Because the violations NTEU alleges are continuing each day and/or week, the grievance and requested remedies are continuing in nature. This grievance incorporates all Operating Divisions at HHS that have implemented similar management-directed reassignments impacting NTEU bargaining unit employees.

HHS and NTEU are parties to the HHS/NTEU National Agreement (effective July 2, 2023). On April 24, 2025, the Administration for Children and Families (ACF) sent emails to bargaining unit employees titled “notice of management directed reassignment (MDR).” The notices stated that ACF was conducting a “management directed reassignment”, and that the reassignment would be effective on April 28, 2025. The notice advised employees that they had no later than May 5, 2025, to reply to the email. The notice further stated that if employees choose not to accept this directed reassignment, either by failing to respond by the May 5th date or by responding with a declination, employees may be separated from their position and from the federal service. Within the same email, ACF also notified employees that their current workplace flexibilities agreement would be rescinded. The ACF reassignment notices expressly relied on 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 the basis for its actions.

On May 5, 2025, NTEU became aware that the Health Resources and Services Administration (HRSA) sent out notices to bargaining unit employees titled “notice of management directed reassignment (MDR).” The notices stated that the employees were

being “reassigned” from a remote position, with a duty station that is their home, to a duty station where the employer has a physical building. The notice also stated that the reassignment would be effective on April 20, 2025, and that employees had no later than March 28, 2025, to reply to the email. The notice further stated that if employees did not accept the directed reassignment, either by failing to respond by the May 28th date or by responding with a declination, employees may be separated from their position and from the federal service. Within the same email, HRSA also told employees that their current workplace flexibilities agreement would be rescinded as of April 26, 2025. The HRSA reassignment notices 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 the basis for its actions.

By operation of Article 35 (Reassignments) of the 2023 NA, Article 3 governing mid-term bargaining, and the law, the agency has an obligation to negotiate over any reassignments before they are implemented. In that regard, Article 35 Section 2 states, in pertinent part:

The Employer will provide notice to the appropriate local NTEU Chapter, or to NTEU National if employees in more than one chapter are impacted, of Employer-directed reassignments concurrent with notice to employees.....The Employer will make efforts to minimize the adverse impact on employees involuntarily reassigned under this article.....The Employer will give reasonable consideration to assertions by the employee that the reassignment will cause undue personal hardship.

Further, Article 35, Section 6 states that:

When an involuntary reassignment (Management Directed Reassignment) involves a change in duty station outside of the local commuting area, the Employer agrees to give the employee *forty-five (45) days’ advance notice*. When an involuntary reassignment involves a change in duty station within the commuting area, the Employer agrees to give the employee *at least fourteen (14) calendar days’ advance notice*.

Article 35, Section 7 states, in relevant part, that in the event HHS is to implement an involuntary reassignment:

The Employer will identify position, as opposed to employees, from which the reassignment will come; the employee(s) will be given choice of position if more than one position exists; and the Employer shall give employees all necessary information at the time of notification, i.e., relocation expenses information, pay, position description, retirement information, and separation information.

In addition, the parties have agreed that all mid-term bargaining will be conducted pursuant Article 3, Section 2, which states in pertinent part:

When the Employer wishes to implement changes in personnel policies, practices and working conditions which are not specifically covered by this CBA . . .
[u]nless otherwise permitted by law, the Employer will not implement any changes until it has provided proper and timely notice to the Union and the parties have completed all negotiations, including any impasse proceedings.

Lastly, pursuant to Article 26, Telework, telework may only be terminated, suspended, or modified for one of the specific reasons listed in Section 8.A.1 of Article 26. None of those specific reasons were identified in the reassignment notices. Section 8.A.2 requires the supervisor to give at least seven (7) calendar days' notice and identify the reason(s) for the change. The reassignment notices do not meet these requirements. Additionally, remote work may only be terminated, suspended, or modified for one of the specific reasons listed in Section 8.B.2. None of the specific reasons were identified in the reassignment notices. Section 8.B.1 also requires that the agency give at least thirty (30) days' notice and identify the reason for the termination. The notices do not meet these requirements.

By implementing the reassignments without providing the proper notice and the opportunity to bargain to NTEU and by failing to follow the timeframes listed within the parties' NA, HHS has breached Articles 35 and 3. In addition, HHS has also again breached Article 26, Telework, by terminating employees' current workplace (telework and remote work) flexibilities in a manner that is contrary to their contract rights. The contractual violations alleged herein also constitute patent breaches and repudiations of the 2023 NA, 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) of the Federal Service Labor-Management Relations Statute (statute). Finally, to the extent that HHS asserts that any of its actions are authorized or required pursuant to an Executive Order or other presidential declaration or memorandum, those actions are 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 the HHS: (i) immediately cease and desist from violating Articles 3, 26, and 35 of the 2023 National Agreement and 5 U.S.C. § 7116(a)(1), (5) and (8) of the statute; (ii) return to the *status quo ante*, i.e., that employees be returned to their duty stations prior to the reassignment and continue to be on the telework or remote work agreements that were in effect before the reassignment notice 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.

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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,

A handwritten signature in black ink, appearing to read "Doreen P. Greenwald". The signature is fluid and cursive, with the first name "Doreen" being more prominent.

Doreen P. Greenwald
National President

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