



March 14, 2025

VIA E-MAIL

The Honorable Dr. Tameka Owens
FNS Administrator
USDA/Food and Nutrition Service
1320 Braddock Place
Alexandria, VA 22314

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

Dear Administrator Owens:

NTEU is filing this national grievance on behalf of all affected bargaining unit employees pursuant to Article 50, Section 50.12(2) of the 2025 National Agreement (2025 NA) between the U.S. Department of Agriculture, Food and Nutrition Services (FNS or agency) and the National Treasury Employees Union (NTEU or Union).

On March 3, 2025, FNS issued a directive to all bargaining unit employees on a telework or remote work agreement that their agreements would be terminated “as soon as today” and employees would be provided “specific effective dates as well as duty station location reporting requirements...on a rolling basis as physical workspaces are identified” to begin reporting to physical FNS office locations on a full-time basis. In issuing this directive, FNS cited the January 20, 2025, Presidential Memorandum (PM), January 22, 2025, Office of Personnel Management (OPM) guidance, and FNS’s Acting Secretary’s January 24, 2025, Return to the Office Policy, as authority.

This directive is in violation of Article 20, Telework & Remote Work Arrangements of the parties’ 2025 NA, including but not limited to Sections 20.01, 20.02(1), 20.06(2), and 20.07(8), the Federal Service Labor-Management Relations Statute, 5 U.S.C. §7101 *et seq.* as amended (“Statute”), and any other Article, Section, law, rule or regulation that may apply.

Art. 20, Sec. 20.01 of the 2025 NA incorporates Departmental Regulation (DR) 4080-811-002 Telework and Remote Work Programs, dated November 22, 2021. With respect to eligibility for telework up to eight (8) days per pay period, DR 4080-811-002, Section 4.f.4 provides that employees may **only** be identified as ineligible for telework based on their performance falling below fully successful, conduct resulting in a disciplinary action, adverse action, or leave restriction, or permanent ineligibility pursuant to the Telework Enhancement Act. For remote work eligibility, Section 8.c provides that employees will normally be approved for remote work when the eligibility requirements of the DR are met. The agency’s March 3 directive patently violates these eligibility requirements.

Additionally, the agency’s March 3 directive violates the 2025 NA’s procedures for changing telework or remote work agreements. Telework and remote work agreements may be changed “...if it is determined that a change in an employee’s telework schedule is necessary for the Employer to accomplish its work.” Art. 20, Sec. 20.06(2). Despite this, FNS’s directive did not

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identify that the termination of all telework, and remote work agreements was necessary for the agency to accomplish its work. Similarly, Section 5.a(1)(a) of the DR provides in the relevant part, "...participation in telework may be changed, suspended, or terminated by management if an employee no longer meets the eligibility criteria or performance expectations." Yet, FNS's directive does not cite any changes to the telework eligibility criteria or employees not meeting job performance expectations as a basis for terminating all Telework and Remote Work Agreements. Furthermore, DR 4080-811-002, Section 5.a(1)(b) requires management to "...provide sufficient written notice, if possible, usually at least 45 calendar days, or as required by the terms of a CBA, before changing, suspending, or terminating a Telework agreement to allow the affected employee to make necessary arrangements," and "[t]he notice will include the reason, effective date, and any appeals or grievance procedures available to the employee." However, FNS's March 3, 2025 directive did not specify any of the reasons required by the 2025 NA or the DR 4080-811-002 and it failed to provide forty-five (45) calendar days' notice with a Notice of Termination in writing with the reasons for terminating the Telework and Remote Work Agreements.

The directive is also a repudiation of the 2025 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). Lastly, to the extent that FNS claims the PM has the effect of a government-wide rule or regulation, the directive 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: (1) FNS rescind the directive to the extent it applies to NTEU bargaining unit employees; (2) FNS issue a message clarifying that the directive does not apply to bargaining unit employees; (3) FNS will reinstate any and all Telework and Remote Work Agreements for telework and/or remote work that were terminated as a result of the directive; (4) post a notice signed by the Secretary of FNS admitting that the agency violated the statute by repudiating the 2025 NA; and (5) any other remedy deemed appropriate.

NTEU requests a meeting pursuant to Article 50 Grievance Procedure, Section 50.12(2) of the 2025 NA within fifteen (15) calendar days of this filing. NTEU's representative in this matter will be Jake DiMarzio, NTEU Assistant Counsel for Negotiations. Please contact him via e-mail at Jake.DiMarzio@nteu.org to schedule a meeting.

Sincerely,



Doreen P. Greenwald
National President

cc: Michelle Sandoval, FNS Talent Management Branch Chief
John Montgomery, FNS Labor Relations Officer
Jake DiMarzio, NTEU Assistant Counsel for Negotiations
Rani Rolston, NTEU Deputy Director of Negotiations
Ken Moffett, NTEU Director of Negotiations
Ryan Soon, NTEU Deputy Director of Negotiations