



August 22, 2025

VIA ELECTRONIC 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 — National Office
Reorganization**

Dear Administrator Owens:

The National Treasury Employees Union (NTEU or union) hereby files this national grievance and unfair labor practice charge pursuant to Article 50, Section 50.12(2) of the 2025 National Agreement (2025 NA). By this grievance, NTEU alleges that the U.S. Department of Agriculture, Food and Nutrition Service (FNS or the agency) violated Article 7, Use of Official Facilities, Section 7.11, and Article 53, Midterm Negotiations, Section 53.02 of the 2025 NA, and committed an unfair labor practice (ULP) in violation of 5 U.S.C. § 7116(a)(1), (5), and (8).

On July 24, 2025, FNS announced that it has planned, and will be executing, an office reorganization plan, which affects numerous bargaining unit employees and would require them to relocate to a new worksite that is hundreds if not thousands, of miles from their current worksite. This reorganization was announced to employees, without prior notification to, or bargaining with, NTEU. On July 24, 2025, NTEU demanded to be briefed on the proposed change. FNS responded that it did not have anything to brief NTEU on and that it expected “there will be more news next week.” NTEU received no further updates from the agency.

Also on July 24, 2025, NTEU Chapter 226 (FNS Headquarters) sent an email to FNS which, among other things, demanded proper notification of FNS’s reorganization plans, and bargaining on the changes to conditions of employment. Chapter 226 also filed an information request regarding the reorganization with FNS. To NTEU’s knowledge, no response to that request was ever made by FNS.

On July 30, 2025, NTEU Chapter 255 (Northeast), sent a demand for a briefing and bargaining over the proposed reorganization; however, FNS refused to bargain this change with NTEU, stating that bargaining would only be done with NTEU after FNS had met with “the two unions who represent the majority of the workforce (NFFE, and AFGE).”

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Article 7 of the parties' 2025 NA governs the Use of Official Facilities and requires FNS to "notify the Union regarding any relocations or renovations prior to making any commitments to allow for bargaining as prescribed by applicable law." This was not done and NTEU still has received no further information or opportunity to bargain as prescribed by law.

Article 53 of the parties' 2025 NA governs Midterm Negotiations and states, in pertinent part:

1) The Employer agrees not to unilaterally establish or change any personnel policy, practice or condition of employment which terminates or conflicts with specific terms or conditions of this Agreement. However, amendments to this contract may be required after the effective date of this Agreement because of new laws, or changes to existing laws. In such an event, the Parties shall meet within fifteen (15) workdays after receipt of a written request from either Party for the purpose of negotiating those amendments to the Agreement required to bring this Agreement into conformity with changes in law. The Parties shall agree on mutually satisfactory arrangements for the conduct of these required negotiations. Where they cannot agree, these negotiations will be conducted in accordance with the ground rules described below for normal mid-contract negotiations.

2) Where the Employer wishes to change a personnel policy, practice or condition of employment not controlled by the terms of this Agreement or where there is a change in law as described in subsection (1) above, and where the change affects more than one FNS region, it will notify the Union's National Office with a copy provided to the local Union chapter. Where the change affects one FNS region, notice will be provided to the affected Chapter President with a copy to the NTEU Field Representative and the NTEU National Negotiator.

a) The Employer shall provide the Union with reasonable advance notice, but normally not less than fifteen (15) workdays, of the intended changes. The notice will include the following:

- i) A description of the desired change;
- ii) An analysis of the impact of this change on the bargaining unit;
- iii) An explanation of how this change will be implemented; and
- iv) An explanation of why the proposed change is necessary.

b) The Union will have fifteen (15) workdays in which to invoke its right to negotiate over the requested changes.

i) Where the Union wishes to negotiate over the requested change, the Employer will delay the implementation of such change until that time when the Parties have reached agreement on the proposed change unless required by law to implement prior to reaching agreement.

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ii) The Union agrees that the Employer has the right to implement necessary changes in laws or in personnel policies, procedures and practices affecting the terms and conditions of employment after notice and an opportunity to negotiate have been afforded to the Union, if the Union fails to request the negotiations.

Despite the agency's obligations set forth in Articles 7 and 53, FNS has announced to all employees the agency's plan; and FNS is actively implementing the reorganization without proper notice to NTEU, pursuant to Article 7, and without any bargaining, as required by law and Article 53. Such failure to properly notify the union and bargain a significant change in conditions of employment constitutes a repudiation of Article 7 and 53, which is a ULP in violation of 5 U.S.C. § 7116(a)(1), (5), and (8) of the statute.

As a remedy, NTEU requests that the agency: (i) cease and desist from violating Articles 7 and 53 of the 2025 NA and the statute; (ii) revert to the *status quo ante*; (iii) pause their plans to relocate and reorganize employees; (iv) properly notify, brief, and bargain any change to the extent required by the parties' NA and the law; and (v) post a notice on the agency's premises, signed by the Secretary of Agriculture, that the agency has committed an unfair labor practice by announcing and moving forward with the proposed relocation and/or reorganization; and (viii) any other remedies that are deemed appropriate under law, rule and regulation.

Please contact Jake DiMarzio, NTEU Assistant Counsel for Negotiations, to schedule a grievance step meeting about this matter. He can be reached via e-mail at Jake.Dimarzio@nteu.org.

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
Ken Moffett, NTEU Director of Negotiations
Rani Rolston, NTEU Deputy Director of Negotiations