



October 30, 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 — Change to  
Administrative Leave**

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 agency) violated Article 27 – Administrative Leave, 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).

Upon information and belief, FNS has instituted a new leave policy, which does not permit employees any administrative leave in order to vote in elections or to participate as a poll worker or observer. FNS provided no notification to NTEU of any new leave changes, and such a policy is in direct conflict with the parties' 2025 National Agreement. FNS never notified NTEU of this change or provided any opportunity for a briefing or bargaining.

Article 27 of the parties' 2025 NA governs Administrative Leave. Article 27.02 specifically states what administrative leave is permitted for "[v]oting." Article 27.02 states:

1) Unless it will cause a significant disruption to the Agency's operations, the Employer will permit employees to use up to four (4) hours of administrative leave on election day or during early voting to vote in Federal, State, county, municipal, Tribal, territorial, Federal special Congressional elections, and in referendums on any civic matter in their community. When granting this leave, an employee's regular hours of work will be determined based on their typical arrival and departure times. If an employee needs to spend less than four (4) hours to vote under this section, then the Employer will only grant the needed amount.

2) Unless it will cause a significant disruption to the Agency's operations, the Employer will permit employees to use up to four (4) hours of administrative leave per leave year to serve as a non-partisan poll worker or participate in non-partisan observer activities at the Federal, State, county, municipal, Tribal, and territorial level. This leave is in addition to any administrative leave an employee uses to vote. If more than four (4) hours is needed, the employee may request annual leave, earned compensatory time off, credit hours earned under a flexible work schedule, or leave without pay for the additional period of absence.

3) All requests for administrative leave under this Article must be made in advance and in writing (i.e., submitted through the time and attendance system or requested by email from employee to supervisor). If administrative leave is denied for a business exigency, the supervisor will provide a written explanation for the denial.

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 that 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 the time when the Parties have reached agreement on the proposed change, unless required by law to implement prior to reaching agreement.
- 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 27 and 53, FNS has seemingly implemented a new policy that prevents employees from being granted any administrative leave for voting or poll activities. This change is not only in direct breach of Article 27, but it was done without any notice or 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 Articles 27 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 27 and 53 of the 2025 NA and the statute; (ii) revert to the *status quo ante* and rescind any policy preventing administrative leave for voting and poll working activities; (iii) permit administrative leave as required by Article 27 of the parties' NA; (iv) restore any annual leave used by bargaining unit employees to vote in an election or participate in poll worker activities, as permitted in Article 27.02; 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; and (vi) 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](mailto: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