



8601 Adelphi Road  
Room 1920  
College Park, MD 20740

301-837-0901  
council260@afgecouncil260.com  
www.afgecouncil260.org

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
COUNCIL of NATIONAL ARCHIVES LOCALS

Date: July 21, 2025

To: Ovnelle Millwood, Acting Chief Human Capital Officer

From: David Castillo, President, American Federation of Government Employees  
("AFGE") Council 260  
Ashley E. Macaysa, Assistant General Counsel, American Federation of Government Employees, AFL-CIO

**Re: Union Institutional and Group Grievance Concerning the Reduction-in-Force of NARA Bargaining Unit Employees**

Pursuant to the provisions of Article 27, Section 8 of the Collective Bargaining Agreement ("CBA") between the National Archives and Records Administration ("NARA" or "the Agency") and AFGE Council 260, AFGE Council 260 (or "the Union") is filing this institutional and group grievance against NARA based upon its improper reassignment and reduction-in-force ("RIF") of bargaining unit employees.

**BACKGROUND**

**NARA's Implementation of Reductions in Force**

On April 16, 2025, NARA conducted an all-staff meeting and indicated, amongst other things, that it was in the process of reorganizing the Agency. Thereafter, on May 22, 2025, NARA held an all-staff meeting indicating that it planned on implementing a reorganization before September 30<sup>th</sup> in a manner "designed to streamline operations, increase efficiency, enhance our service to the public, and align with the President's agenda." NARA further indicated that as a result of this reorganization, NARA planned on invoking a RIF. On that same date, NARA issued Notice 2025-058 to all employees entitled "Changes to NARA Organizational Structure and Reduction in Force (RIF)." Therein, NARA attached a document further describing NARA's planned reorganization.

On June 9, 2025, NARA informed the Union by written notice that it would be conducting an Article 31 RIF. NARA's purported reasons for the RIF were as follows:

[t]he RIF is a result of the reorganization that will support the reallocation of resources by reducing managerial layers, grouping sim-

ilar functions, and streamlining operations to become a leaner, more efficient agency and enhance NARA's core mission of preserving the history of the United States and sharing that history with the American people.

NARA further indicated that it would issue RIF notices in two phases: Phase 1 was to occur on June 16, 2025 and Phase 2 was to occur on June 30, 2025. NARA also provided the Union with a list of OPM approved competitive areas on June 9, 2025. On June 11, 2025, the parties entered into a memorandum of understanding pursuant to impact and implementation bargaining conducted under Article 31, Section 4 of the CBA. Therein, the parties agreed to certain terms regarding the Agency's implementation of the RIF.

On June 13, 2025, NARA issued Notice 2025-67 entitled "Reduction in Force Clarifications." NARA reiterated that it was in the process of reorganizing the Agency and that RIFs were one of the tools that agencies may utilize to put into effectuate a reorganization. NARA also provided that its workforce reduction would be limited to less than 3% of its workforce.

On or about June 16, 2025, NARA issued RIF notices to approximately 15 bargaining unit employees.<sup>1</sup> These employees were informed that they would be separated from Federal service effective August 16, 2025 unless they resigned or, in certain cases, opted to retire. On or about June 30, 2025, NARA issued RIF notices to approximately 32 bargaining unit employees. These employees were informed that they would be separated from Federal service effective August 30, 2025 unless they resigned, or in certain cases, opted to retire.

Critically, and prior to the issuance of the RIF notices, NARA reassigned over 90 bargaining-unit employees to different divisions within the Agency. These changes became effective as early as April 20, 2025 up and until June 14, 2025.<sup>2</sup> These employees were not subject to the June 16<sup>th</sup> nor June 30<sup>th</sup> RIFs.

## **STATEMENT OF CHARGES**

### **1. NARA's Reassignment and RIF and Bargaining Unit Employees is Violative of the Parties' CBA**

In conducting a reassignment and reduction-in-force of bargaining unit employees, NARA has violated Article 2 – Governing Laws and Regulations; Article 17 – Details and Reassignments; and Article 31 – Reduction-in-Force (RIF) of the CBA. NARA's actions also violate additional portions of the CBA, including but not limited to the following articles: Article 3 – Employee Rights; Article 27 – Grievance and Arbitration; as well as any other affected article of the CBA even if not herein specified. The Union's charges are further described below.

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1 On June 26, 2025, AFGE Council 260 requested an extension to file a grievance regarding the RIF notices issued on June 16, 2025. AFGE Council 260 requested that it be provided with an extension until July 21, 2025 to facilitate the consolidation of grievances across the two phases of NARA's planned RIF. Ovnele Millwood granted the extension on that date.

2 It is the Union's understanding that one bargaining unit employee was reassigned after June 14<sup>th</sup> and prior to the Agency's issuance of the June 16<sup>th</sup> RIF notices.

## **2. NARA's Reassignment and RIF of Bargaining Unit Employees Violates Applicable Law, Rules, and Regulations**

Article 2 of the CBA requires that NARA comply with applicable federal law or government-wide regulations in the administration of matters covered by the CBA. Article 17 of the CBA governs reassignments and Article 31 governs RIFs. As demonstrated below, NARA's implementation of reassignments and RIFs is violative of applicable law, rules, and regulations, and therefore, also constitutes a violation of the parties' CBA.

### **A. Failure to Comport with 5 U.S.C. § 3502 and 5 CFR Part 351**

NARA failed to effectuate the RIF in accordance with statutory and regulation requirements. In the event of a planned RIF, 5 U.S.C. § 3502 and 5 CFR Part 351, dictate a carefully ordered process by which agencies may release a competing employee when a release may be required. Here, NARA's implementation of the RIF is statutorily deficient.

First, NARA failed to timely establish competitive areas in accordance with applicable OPM regulations. OPM regulations and guidance indicate that an agency must establish competitive areas at least 90 days prior to a RIF unless the agency requests an OPM exception to the usual 90-day competitive area requirement. 5 C.F.R. § 351.402(c). NARA published these competitive areas on June 9, 2025, less than 90 days in advance of the RIF. NARA sent RIF notifications to employees less than a week later. There is no indication that the Agency requested an exception to this requirement.

Next, NARA failed to adequately prepare retention registers in violation of 5 C.F.R. §§ 351.501 *et seq.* Section 351.501(a) requires federal agencies to place competing employees on a retention register on the basis of several factors. In preparing its retention registers, the Agency improperly excluded certain employees from being included in the retention registers.

Moreover, NARA failed to comply with applicable regulations related to the transfer of functions as under 5 C.F.R. §§ 351.301 *et seq.* Section 351.301 applies when the work of one or more employees is moved from one competitive area to another as a transfer of function. Additionally, section 351.302(a) provides that "[b]efore a reduction in force is made in connection with the transfer of any or all of the functions of a competitive area to another continuing competitive area, each competing employee in a position identified with the transferring function or functions shall be transferred to the continuing competitive area without any change in the tenure of his or her employment." In this case, NARA failed to properly transfer certain competing employees before conducting the RIF.

Finally, and as described in detail *infra*, the Agency's RIF of older employees effectively circumvented the requirement that the release of competing employees in a reduction in force give due effect to an employee's tenure of employment, military preference, length of service, and efficiency or performance ratings. 5 U.S.C. § 3502(a); 5 C.F.R. § 351.501(a). In this regard, the Agency improperly considered bargaining unit employees' ages in implementing the RIF.

## B. Failure to Comport with 29 U.S.C. §§ 621 *et seq.*

NARA's RIF of bargaining unit employees is violative of the Age Discrimination in Employment Act ("ADEA"). 29 U.S.C. §§ 621 *et seq.* Section 633a(a) of the ADEA's federal-sector provision provides that "[a]ll personnel actions affecting employees . . . who are at least 40 years of age . . . shall be made free from any discrimination based on age." Indeed, ADEA's federal sector provision demands that personnel actions be untainted by *any* consideration of age and § 633a(a) imposes liability if age discrimination plays a part in a federal employment decision. *See Babb v. Wilkie*, 589 U.S. 399 (2020) (emphasis added). While federal agencies have the authority to reassign employees pursuant to 5 C.F.R. § 335.102, a federal agency is nevertheless prohibited from taking personnel actions in violation of the ADEA.

Prior to its implementation of the RIF, NARA reassigned over 90 bargaining-unit employees to different divisions within the Agency. Based upon information available to the Union at this time, it is the Union's understanding that a majority of those individuals were under the age of 50. These individuals were not subject to the June 16<sup>th</sup> or 30<sup>th</sup> RIF. Comparatively, of the approximately 51 individuals subject to the RIF, nearly three-quarters of these individuals were over the age of 50. There is no indication that NARA offered these individuals the option to be reassigned to different divisions prior to implementing the RIF. This, despite the fact that Article 31, Section 1 of the CBA indicates that reassignment is one alternative to RIFs that may be available.

NARA's reassignment of younger bargaining unit employees to different divisions suggests that the Agency effectively shielded such individuals from being subject to the RIF, and consequently, resulted in bargaining unit employees over the age of 50 being adversely impacted. In this regard, NARA's application of Article 31, Section 1 was implemented in a discriminatory fashion. Indeed, NARA's conduct demonstrates that it improperly made personnel decisions by taking into consideration the age of bargaining unit employees in violation of the ADEA's federal-sector provision.

### **3. NARA Committed Unfair Labor Practices Under 5 U.S.C. § 7116(a)(1), (5).**

NARA's actions in implementing the RIF, and its disregard for Articles 2, 17, and 31 of the parties' CBA, constitutes a clear and intentional repudiation of the negotiated agreement. These actions amount to bad faith bargaining and are in direct violation of multiple provisions of the Federal Service Labor-Management Relations Statute (the Statute), 5 U.S.C. § 7101 *et seq.* *See U.S. Dep't of Justice, Federal Bureau of Prisons and AFGC Local 3935*, 68 FLRA 125 (2015). And, in so doing, the Agency has caused institutional injury to the Union.

## **REMEDIES REQUESTED**

The Union respectfully requests the following:

1. The Agency restore the *status quo ante* by rescinding the improperly issued specific RIF notices to affected employees;

2. Alternatively, and to the extent that the Agency actually implements the RIF, reinstate any separated employees with back pay and benefits they would have received but for the Agency's unlawful conduct;
3. That the Agency fully comply with all terms of the parties' CBA and all laws, rules, regulations;
4. Reasonable attorneys' fees and costs;
5. Any and all other relief deemed necessary.
6. The Union reserves the right to seek from an arbitrator a stay of all prohibited personnel practices pursuant to 5 U.S.C. § 7121(b)(2)(A)(i). The union also reserves the right to seek reinstatement and make whole relief to the extent the Agency implements its unlawful RIF.

Respectfully submitted,

\_\_\_\_\_/s/\_\_\_\_\_  
David Castillo  
President  
AFGE Council 260

\_\_\_\_\_/s/\_\_\_\_\_  
Ashley E. Macaysa  
Assistant General Counsel  
American Federation of Government Employees, AFL-CIO

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