



February 20, 2025

VIA E-MAIL

Mr. Robert Coomber
Senior Labor Advisor
United States Environmental Protection Agency
1200 Pennsylvania Ave, N.W.
Washington, DC 20460

RE: National Grievance and Unfair Labor Practice Charge — Agency’s Violations of the Parties’ 2024 National Collective Bargaining Agreement, and 5 U.S.C. § 7116(a)(1), (5), (7) and (8)

Dear Mr. Coomber:

NTEU hereby files this grievance on behalf of all affected NTEU bargaining-unit employees, pursuant to Article 34, Sections 2 and 4 of the 2024 Collective Bargaining Agreement (CBA) between the Environmental Protection Agency (EPA or Agency) and the National Treasury Employees Union (NTEU or Union), and on behalf of NTEU’s institutional rights pursuant to Article 34, Section 9.

On February 12, 2025, in an email titled “Return to In-Person Work,” EPA informed NTEU that the Agency “hereby rescinds all regular telework and remote work agreements”¹ of NTEU-represented employees. That same day, the Agency issued a directive (described below, and herein after referred to as “the Directive”), to all EPA employees, including those represented by NTEU. By the Directive, EPA indicated it was terminating employees’ telework and remote work agreements and ordering employees to report to Agency worksites full-time “consistent with” the January 20, 2025 “Return to In-Person Work” Presidential Memorandum. The Directive stated that teleworking employees represented by NTEU must report to Agency worksites full-time starting on February 24, 2025. The Directive further stated that NTEU-represented remote workers stationed within the Local Commuting Area (LCA) must report to an Agency worksite full-time by March 10, 2025, and that NTEU-represented remote workers stationed outside the Local Commuting Area must report to an agency worksite on May 5, 2025.

¹ The Agency stated that the rescission of these agreements did not impact existing reasonable accommodations, medical telework, employees on DETO arrangements, or military spouses working remotely based on the Military Spouse Employment Act.

The Agency's Directive terminating employees' telework and remote work agreements and ordering employees to report to agency worksites on a full-time basis violates the following provisions of the Parties' CBA: Article 53 (Telework), including but not limited to Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 14, and 16. The Agency's Directive also violates Article 54 (Remote Work), including but not limited to Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, and 17. Such violations are continuing in nature. As described below, the Agency's Directive also violates 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.

The termination, modification, or adjustment of employee telework agreements may only be done pursuant to the standards contained in Article 53 (Telework) of the CBA. Among other things, the Agency's termination of telework agreements based on the PM is inconsistent with the grounds for termination provided for in Article 53, Section 14; the procedures under Article 53 in connection with terminating telework agreements; and the requirements under Article 53 for notifying employees and Union representatives regarding decisions to terminate an employee's telework agreement. Furthermore, employees were not provided with appropriate and sufficient notice or reporting time under Article 53, Section 14 concerning the termination of their telework agreements.

The termination, modification, or adjustment of employee remote work agreements may only be done pursuant to the standards contained in Article 54 (Remote Work) of the CBA. Among other things, the Agency's termination of remote work agreements based on the PM is inconsistent with the grounds for termination provided for in Article 54, Section 14; the procedures under Article 54 in connection with terminating remote work agreements; and the requirements under Article 54 for notifying employees and Union representatives regarding decisions to terminate an employee's remote work agreement. Furthermore, employees were not provided with appropriate and sufficient notice reporting time under Article 54, Section 14 concerning the termination of their remote work agreements.

The Agency's Directive also constitutes an ongoing refusal to apply the telework standards contained in Article 53, and the remote work standards contained in Article 54, including but not limited to the standards for considering and approving requests for regular/routine telework and remote work of employees who may seek to engage in telework or remote work, since all employees have been ordered to report to Agency-designated worksites full-time.

In addition to violating the CBA, the Agency's Directive constitutes a repudiation of Article 53 and Article 54 of the CBA, 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).

The violations described herein implicate NTEU's statutory and contractual rights to enforce the CBA against the Directive's mass breach of the CBA, including Article 53 and Article 54. The Agency's Directive also violates NTEU's institutional rights under 5 U.S.C. § 7114(a)(1) by repudiating the aforementioned Articles of the CBA.

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Lastly, to the extent EPA may claim 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) EPA rescind the Directive as applied to NTEU bargaining-unit employees; (2) EPA reinstate all telework and remote work agreements terminated (i.e. “rescinded”) as a result of the Directive; (3) post a notice signed by the Administrator of the EPA admitting that the Agency violated the Statute by repudiating the CBA; and (4) any other remedy deemed appropriate.

NTEU’s representative in this matter will be John Campbell-Orde (john.campbell-orde@nteu.org). Please contact him with any questions or should you wish to discuss anything pertaining to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Doreen P. Greenwald".

Doreen P. Greenwald
National President

cc: John Campbell-Orde, NTEU Assistant Counsel for Negotiations
Ken Moffett, Jr, NTEU Director of Negotiations
Rani Rolston, NTEU Deputy Director of Negotiations
Denise Castro, EPA LER Specialist