



March 26, 2025

VIA ELECTRONIC MAIL

Mr. Robert Coomber
Senior Labor Advisor
United States Environmental Protection Agency
1200 Pennsylvania Avenue, 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:

The National Treasury Employees Union (NTEU or union) 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 NTEU, and on behalf of the union's institutional rights pursuant to Article 34, Section 9.

On February 25, 2025, in an email titled "Telework/Remote Work Policy Update," EPA sent a newly developed telework and remote work policy to NTEU. The following day, the policy was implemented and distributed to employees represented by NTEU. The policy contains detailed provisions purporting to define the telework and remote work procedures and opportunities for covered employees. The language contained in this 34-page policy was not negotiated between the parties and seeks to supplant the telework and remote work articles contained in the CBA. That agreement is not open for renegotiation.

The agency has violated Article 53 (Sections 1–18) and Article 54 (Sections 1–18) of the CBA, by modifying, adding to, and eliminating contract language contained in those articles through the issuance of its policy language, and through the effect changes in provisions in one section within an Article have on other provisions, given the interdependency of the provisions within Article 53 and those within Article 54. The violations described throughout this grievance are continuing in nature.

As to Article 53, Telework, among other things, the agency's policy generally prohibits regular/routine telework, which violates Sections 2–8, and Sections 10–11, by eliminating the ability of employees to be considered for and granted regular/routine telework in accordance with these sections. The policy states: "Generally, employees covered by this policy are expected to report to their official worksite on a regular basis and telework may only be approved situationally." The agency's elimination of regular/routine telework is also reflected, among

other places, in the exclusion of regular/routine telework from the “Types of Telework” section of the policy. Furthermore, the agency’s policy limits situational telework to no more than 24 hours within two consecutive pay periods, violating Article 53, Section 6, which contains no such cap. The agency is further violating Article 53, Section 6, since its policy limits medical telework to no more than 12 months in any three-year period, and Section 6 contains no such limitation either.

As to Article 54, Remote Work, among other things, the agency is violating Sections 2–9, and 11–12, by issuing policy language narrowly limiting Remote Work to “compelling reasons” despite these sections establishing the standards and procedures under which employees should be considered for and granted remote work and despite them including no such “compelling reasons” limitation.

The agency’s representative advised NTEU that the agency policy covers *all* agency employees. The policy itself explicitly states that it “applies to bargaining and non-bargaining unit employees.” On February 26, 2025, NTEU advised the agency that it should follow the parties’ existing telework and remote work articles. However, later that day, EPA issued the policy to all employees, including to employees represented by NTEU. On February 27, 2025, the agency held a meeting about the policy with union representatives, in which the agency reiterated that the policy applies to all agency employees. In the meeting, however, the agency also stated that some provisions in the CBA on telework, which were not identified, would be honored by the agency. On February 28, 2025, NTEU asked the agency to specifically identify which provisions in Articles 53 and 54 it would continue to honor. On March 3, 2025, the agency representative asserted that:

The agency has the right to set levels of telework. The agency has set the level of regular telework at zero, and the level of remote work at zero (with some exceptions). The agency has set the level of situational telework at 24 hours maximum per two consecutive pay periods. The agency has the right to make these determinations. Aspects of the NTEU CBA that do not interfere with the agency’s right to determine these levels remain in effect.

As reflected above, the agency response did not specifically identify any provisions in Article 53 or Article 54 which the agency would continue to abide by.

In addition to the contractual violations described above, as described herein the agency’s issuing its newly-developed policy also violates the Federal Service Labor-Management Relations Statute (statute), 5 U.S.C. §7101 *et seq.* as amended, and any other Article, Section, law, rule or regulation that may apply.

In addition to violating the CBA, the agency issuing its newly-developed policy as described herein also 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).

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

Lastly, to the extent EPA may claim any Presidential Memorandum has the effect of a government-wide rule or regulation, the issuance of the policy 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 policy as applied to NTEU bargaining unit employees; (2) restore the *status quo* for such employees, including by complying with Article 53 and Article 54 in processing any requests for telework or remote work; (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. Please contact him via email at john.campbell-orde@nteu.org with any questions or should you wish to discuss anything pertaining to this matter.

Sincerely,



Doreen P. Greenwald
National President

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