



March 9, 2026

**VIA ELECTRONIC MAIL**

Alexandra Young  
Workforce Relations Division Director  
Department of Energy  
1000 Independence Avenue, SW  
Washington, DC 20585

**RE: Purported Termination of Collective Bargaining Agreement**

Dear Labor Relations Operations Division:

On Friday, you sent a memorandum to NTEU Chapters 213 and 228 that purported to terminate the Department of Energy's collective bargaining agreement (CBA) with the National Treasury Employees Union (NTEU). Energy cannot lawfully terminate its CBA with NTEU because NTEU remains the exclusive representative of its bargaining unit employees.

Litigation over Executive Order No. 14,251, *Exclusions from Federal Labor-Management Relations Programs*, continues. A federal district court judge ruled that the Order is likely unlawful and preliminarily enjoined its implementation.<sup>1</sup> While NTEU's preliminary injunction was stayed pending appeal, it was not vacated—and whether it will be put into effect again remains a live issue. That is likely one reason why OPM previously advised, back in August 2025, that agencies should not attempt to terminate or repudiate their CBAs with NTEU.<sup>2</sup> While OPM's view changed on February 13, the status of NTEU's litigation against the Executive Order has not. It remains to be seen whether NTEU's challenge to the Executive Order's legality will succeed.

While Energy has purported to terminate its CBAs with NTEU, it cannot lawfully do so, and that CBA remains in effect. Energy cannot unilaterally end a CBA with the exclusive representative of its bargaining unit; to the contrary, Energy must have a CBA with that exclusive representative. 5 U.S.C. § 7114. And regardless of whether Energy continues to *recognize* NTEU as the exclusive representative of its bargaining unit employees, there is no dispute that the Federal Labor Relations Authority has *certified* that status and has taken no action to undo it. So, under Section 7114 of Title 5, Energy must maintain its CBA with NTEU and cannot purport to end it. The CBA will thus remain in force.

Sincerely,

A handwritten signature in black ink that reads "Doreen P. Greenwald". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Doreen P. Greenwald  
National President

cc: Paras Shah, General Counsel  
Dan Kaspar, Director of Field Operations & Organizing  
Ken Moffett, Director of Negotiations

<sup>1</sup> *NTEU v. Trump*, 780 F. Supp. 3d 237 (D.D.C. 2025).

<sup>2</sup> Gov't Br. at 9 n.2, *NTEU v. Trump*, 25-5157 (D.C. Cir. Sept. 9, 2025) (quoting OPM guidance).