Multiple Documents

Part	Description
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2	Civil Cover Sheet
3	Category Form
4	Exhibit 1
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Exhibit 2

Gmail

Justin Chen <president@afgec238.org>

Termination of Union Contracts at EPA

Coomber, Robert <coomber.robert@epa.gov> Fri, Aug 8, 2025 at 3:57 PM
To: AFGE President <president@afgec238.org>, "Mills, Lesley" <Mills.Lesley@epa.gov>, "les.j.mills@gmail.com" <les.j.mills@gmail.com>, "Chen, Eugene" <Chen.Eugene@epa.gov>, "Davis, Zakiya" <Davis.Zakiya@epa.gov>, "Salinas, Kimberly" <Salinas.Kimberly@epa.gov>
Cc: "Castro, Denise" <Castro.Denise@epa.gov>

Dear EPA Employees,

You are receiving this email because you are a union point of contact or have reported the use of official time in the recent past and are in the American Federation of Government Employees, Council 238 (AFGE); National Association of Government Employees, Local R5-55 (NAGE R4); National Association of Government Employees, Local R1-240 (NAGE Narraganset); Engineers and Scientists of California, IFPTE Local 20 (ESC); or National Association of Independent Labor, Local R1-240 (NAIL) bargaining units at EPA. EPA's contracts with AFGE, NAGE R4, NAGE Narraganset, ESC and NAIL are hereby terminated.
Employees in the AFGE, NAGE R4, NAGE Nar, ESC or NAIL bargaining units should be aware of the following:

1. As an EPA employee, you must perform 100% agency business while on agency duty time. Work on behalf of the union may only be performed when you are not scheduled to work or are on appropriate and approved leave. Employees requiring additional training on how to perform non-union EPA duties must work with their supervisors who will determine what additional training may be needed.
Official time will not be approved for employees in the bargaining units noted above beyond pay period 17 – i.e., August 9, 2025, is the final day for which official time will be approved for employees in the bargaining units noted above.

1. EPA will reclaim its office spaces, and those spaces will be utilized exclusively for agency purposes. More details on the reacquisition of space will come from local management officials.
2. The grievance procedures of the CBAs are no longer in effect. EPA will not engage in any grievance procedures of the CBA's.
3. Arbitrators will be compensated for the work performed to date, but no additional time will be paid by the Agency. Any arbitration decisions will be treated as nonbinding. EPA will not engage in any arbitration proceedings under the CBA's.
4. Employees may not use agency equipment or systems to perform union work. If you would like to provide the Agency with non-agency union contact information and have not already, you can send it to my email address at coomber.robert@epa.gov.

As background, on March 27, 2025, President Trump issued Executive Order 14251<https://www.federalregister.gov/documents/2025/04/03/2025-05836/exclusions-from-federal-labor-management-relations-programs> (the EO). On June 24, 2025, the Northern District of California enjoined the implementation of the EO<https://www.courtlistener.com/docket/69842923/60/american-federation-of-government-employees-afl-cio-v-trump/>. On August 1, 2025, the 9th Circuit Court of Appeals granted a stay of the Northern District of California's preliminary injunction<https://storage.courtlistener.com/recap/gov.uscourts.cand.447533/gov.uscourts.cand.447533.72.0.pdf>, finding the government "suffers irreparable harm . . . in the national security context" because of the injunction.
To prevent irreparable harm to national security and consistent with the 9th Circuit Court decision noted above, the EPA determined it is necessary to terminate its contracts with AFGE, NAGE R4, NAGE Narragansett, ESC, and NAIL.
Bob

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They can because we do!

Please note that I sent this at a time that was convenient for me without expectation for a response outside of business hours. If you receive this email outside of your normal working hours, please know that I do not expect a response until you are back at work during your normal hours.



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