

**Template: Termination of Collective Bargaining Agreements for Agencies subject to Executive Orders 14251 and 14343**

MEMORANDUM FOR [INSERT UNION PRESIDENT OR DESIGNEE, INSERT NAME OF CERTIFIED REPRESENTATIVE]

FROM: [INSERT AGENCY OFFICIAL]

SUBJECT: Notice of Termination of Collective Bargaining Agreement

This Memorandum provides official notice to [insert name of certified representative] that [insert agency name] terminates the [insert CBA details, e.g., “September 9, 2022 Master Labor Agreement”] between the two parties for those employees impacted by Executive Orders 14251 and 14343 effective the date of this Memorandum. Where the CBA covers bargaining unit employees not impacted by either of these Executive Orders, the CBA will continue in full force and effect under the terms of the agreement.

**I. Background**

On March 27, 2025, President Trump signed Executive Order (E.O.) 14251, “Exclusions From Labor-Management Relations Programs.” On August 28, 2025, the President signed E.O. 14343, “Further Exclusions from the Federal Labor-Management Relations Program.” Both E.O. 14251 and 14343 amended Executive Order 12171, “Exclusions from the Federal Labor-Management Relations Program,” November 19, 1979, which set forth those agencies and subdivisions thereof excluded from collective bargaining under the Federal Service Labor-Management Relations Statute (FSLMRS).<sup>1</sup> With one exception, every President has exercised authority to exclude agencies or subdivisions from coverage under the FSLMRS.

In issuing [insert either or both E.O. 14251 or E.O. 14343], President Trump determined under 5 U.S.C. 7103(b)(1) that (1) [insert agency name, including subdivision name if identified in either E.O.] has a primary function of intelligence, counterintelligence, investigative, or national security work; and (2) the provisions of the FSLMRS cannot be applied to [insert agency name, including subdivision name if identified in either E.O.] in a manner consistent with national security requirements and considerations.

On [insert date of certificate of representative], the Federal Labor Relations Authority issued a Certification of Representative in case number [insert certification case number],

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<sup>1</sup> For agencies and employees covered under subchapter X of chapter 52 of title 22, United States Code, agencies will need to adjust this template to account for the different legal authority in lieu of the FSLMRS.

certifying [insert name of certified representative] as the exclusive representative for certain employees in [insert agency name, including pertinent information from the certification]. Because [insert name of certified representative] represents employees of [insert agency name, including subdivision name if identified] identified in [insert applicable E.O.], the provisions of the FSLMRS no longer apply to these employees.

## **II. Agency Determination to Terminate the Parties' Collective Bargaining Agreement (CBA)**

After the President issued E.O. 14251 and E.O. 14343, [insert agency name] considered whether to terminate any CBA, in whole or part, as it pertains to those bargaining unit employees who fall within the scope of either E.O. [Insert agency name] reviewed the parties' CBA to determine continuing to adhere to its provisions would be consistent with the President's national security determination.

The parties' CBA contains a number of provisions that bear significant impact on the [insert agency name] national security mission:<sup>2</sup>

- [Covered agencies should carefully review any applicable CBAs, and include examples of CBA provisions that directly interfere with their national security missions. Some examples agencies could consider including are listed below].
- [Insert CBA provision] creates a procedural impediment to quickly separating poor performers beyond those required by statute or regulation. [Insert description of added procedures or time (e.g., informal PIPs) beyond those required under law or regulation].
- [Insert CBA provision] establishes a grievance-arbitration process that prevents the agency from quickly disciplining or removing employees for poor performance or misconduct detrimental to the national security mission of the agency and the efficiency of the service. In some circumstances, arbitrators have restored employees to their former positions despite evidence of their detrimental performance or conduct impacting the agency's mission. [insert examples, as applicable].
- [Insert CBA provision] requires the [insert agency name] to expend limited financial resources to provide paid, nonduty time to union representatives that would otherwise be devoted to the national security mission of the agency. [Insert additional cost information including the amount (hours and cost) of taxpayer-funded union time

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<sup>2</sup> The below list are merely examples of common CBA provisions that covered agencies should consider including in this notice. Covered agencies should carefully review applicable CBAs in light of their national security missions, and tailor this list to their agency.

(TFUT) paid, number of employees on full- and part-time TFUT, office space, equipment, etc.].

- [Insert CBA provision] delays the [insert agency name]’s ability to quickly adapt and respond to threats to its national security mission by requiring it to bargain over changes to conditions of employment not covered by the CBA. This has led to, for example, the parties spending [insert example of unreasonable delays attributed to bargaining] days negotiating [insert subject of negotiations].

[Insert agency name] also considered the interests of bargaining unit employees and the [insert name of certified representative] in continuing to adhere to the parties’ CBA. [Insert agency name] understands that bargaining unit employees and the [insert name of certified representative] structured certain expectations surrounding the existence of the parties’ CBA, including work schedules, leave procedures, performance management, and other conditions of employment. In evaluating the effect of terminating the CBA, the agency reviewed whether current law, rules, regulations, and agency policies provide meaningful safeguards and procedures.

Following termination of the CBA, bargaining unit employees will remain fully covered by, among other authorities, applicable provisions of title 5, United States Code, and regulations issued by the U.S. Office of Personnel Management; merit system principles and prohibited personnel practice protections; equal employment opportunity and anti-discrimination laws; workplace safety requirements; and the [insert agency name]’s internal policies and directives (other than those required by or found in its CBA). Where there are any gaps in policies, the agency will take steps to address these, as appropriate, consistent with its mission. These authorities provide fair and enforceable standards governing pay, leave, hours of work, performance management, discipline, adverse actions, workplace safety, and employee protections that (unlike CBA requirements) may be applied consistent with national security considerations.

After considering these provisions, the [insert agency name] has determined that continued adherence to the parties’ CBA is detrimental to the agency’s national security mission and can no longer be followed consistent with the President’s determination under [insert applicable E.O.]. Continuing to adhere to these provisions will place the agency’s ability to prevent or respond to national security threats in an untenable position. [Insert agency name] also determined that existing legal and policy frameworks provide a sufficient backstop to ensure continuity of employee protections, mitigate potential disruption, and support effective and lawful personnel management.

### **III. Agency Termination Notice**

Effective the date of this Memorandum, the parties' [insert CBA details, e.g., "September 9, 2022, Master Labor Agreement"] is terminated and no longer in effect except for those employees described in 1-499 of Section 2 of E.O. 14251. Those employees excepted from coverage under E.O. 14251 and E.O. 14343 will continue to be represented by [insert name of certified representative] and subject to the terms of the parties' CBA.

For further information concerning this termination notice, please contact [agency POC].

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Name of authorized agency official

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Date