



# AFSCME LOCAL 1653

FAA Headquarters FOB 10-B, Suite AW1100  
600 Independence Avenue, SW  
Washington, DC 20591  
Fax: (202) 267-1302  
March 5, 2025

Kevin Androsian  
Executive Director,  
Labor and Employee Relations  
Federal Aviation Administration  
800 Independence Ave SW  
Washington, DC 20591  
**BY ELECTRONIC MAIL**

Mr. Androsian:

This letter is sent to you pursuant to the Collective Bargaining Agreement between the Federal Aviation Administration and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1653 dated January 16, 2025, Article 9, Section 8, as a Step 3 National Grievance, with the Local as the grievant, and undersigned as the Union Representative.

As of March 5, 2025, the Agency has not provided notice and an opportunity to bargain with the Union, but has notified employees whose official duty station (ODS) is their home city, county, and state that they are to move from their homes and report to various offices around the country. Once such employee is **David Leopold**, who has been moved to the **Denver** FSDO, however this grievance is filed on behalf of the Union and all similarly situated employees which the Union represents. This constitutes a change in working conditions which the employer unilaterally implemented without prior notification (which would require the disclosure of the name of the employee, the facility to which they were being told to report to, the location of the cubicle, and floor plans) to the Union and without bargaining, at the very least, implementation and impact. This also violates the Federal Service Labor Management Relations Statute, 5 USC §7116(a)(6) and is an unfair labor practice. Additionally, this violates our contract under Article 7, which prohibits changes to working conditions without prior notice and negotiation, and violates our contract under Article 12 which requires notification and bargaining in accordance with Article 7 prior to an office move. Further, there is no indication that the Agency has complied with Article 12 and assigned these individuals permanent space which is at least 64 square feet as specified by Article 12, Section 5(a). Further for employees whose ODS is their home and they have been told to report to an alternate work site, they are entitled to either travel compensation under Article 64 and/or PCS entitlements under Article 58, moving expenses.

The Union demands restoration of *status quo ante*.

The Union demands proper notification and an opportunity to bargain for Mr. Leopold's situation, and for every employee similarly situated.

The Union demands proper payment of travel expenses or appropriate PCS entitlements, as appropriate, for all employees required to either travel to a work location that is other than the ODS that is currently reflected on their SF-50, or appropriate PCS entitlements for any employee's whose ODS is being involuntarily changed as a result of the Agency's return to office policy.

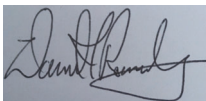
The Union demands that the employer immediately cease and desist implementing further changes to working conditions without notifying the Union and bargaining the change *prior* to implementation.

The Union demands the Agency publish, electronically on all electronic bulletin boards and post on every management controlled physical bulletin board, where AFSCME Bargaining Unit Employees work, a posting signed by the Acting Administrator, that the Agency will not refuse to negotiate changes to working conditions with the Union. Such notice shall be posted within 7 days of the settlement of this grievance and remain posted for a minimum of 90 days.

The Union requests the Agency pay the costs of the Union's processing of this grievance, any and all attorney's fees, arbitration fees, and other costs as provided by the collective bargaining agreement, regulation, or statute.

The Union does not seek a meeting to present this grievance but is willing to meet with you to discuss the grievance. We look forward to your written response in accordance with our collective bargaining agreement and hope that we can avoid taking this matter to arbitration.

Regards,



Digitally signed by  
DANIEL T RONNEBERG  
Date: 2025.03.05  
13:51:47 -05'00'

Daniel T. Ronneberg,  
President