

## **AFSCME LOCAL 1653**

FAA Headquarters FOB 10-B, Suite AW1100 600 Independence Avenue, SW Washington, DC 20591 Fax: (202) 267-1302 March 4, 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.

On Monday, February 24, 2025, AFSCME received a briefing from Labor Relations indicating that the Agency intended to remove DEI materials from Union bulletin boards.

The Agency may not remove anything from a Union board and doing so constitutes an unfair labor practice and violates the Federal Service Labor Management Relations Statute under 5 USC § 7116(a). Additionally this violates our contract, Article 13, Section 1(g) because such materials are not restricted under **Posting Requirements**.

The Union demands that the employer immediately cease and desist from touching, removing, defacing, or vandalizing union bulletin boards in any way.

The Union demands that the employer cease and desist from any further violation of the contract and adhere to Article 13, Section 1(g).

The Union demands that the Agency admit in writing that it committed an unfair labor practice and violated Article 13, Section 1(g) of the contract.

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 censor the Union by removing materials posted to Union bulletin boards for the benefit of bargaining unit employees or otherwise interfere with the representational functions of 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,

Daniel T. Ronneberg, President