



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.

On March 5, 2025, the Agency provided proper notice of the move of employees as part of the VOIP Lab, which included all of the required elements. However, as previously briefed on March 3, 2025, the Agency began moving these employees immediately rather than bargaining with the Union or providing the minimum 30 day notice to bargain as required in Articles 12 and 7. This constitutes a change in working conditions which the employer unilaterally implemented without prior notification (such notification was not proper and in accordance with contractual requirements until the floor plans were received on the effective date of the move, March 5, 2025) 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.

The Union demands restoration of *status quo ante*.

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,

Daniel T. Ronneberg,
President