

AFSCME LOCAL 1653

FAA Headquarters FOB 10-B, Suite AW1100 600 Independence Avenue, SW Washington, DC 20591 Fax: (202) 267-1302 February 12, 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.

Sometime after January 20, 2025, the Agency or other representatives of the employer redesignated all of the unisex restrooms in FOB 10A and FOB 10B to single sex restrooms. This constitutes a change in working conditions which the employer unilaterally implemented without prior notification 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.

The Union demands restoration of status quo ante by redesigning these restrooms as unisex.

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