



AFSCME LOCAL 1653

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February 9, 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 the evening of January 27th and morning of January 28th, 2025, representatives of the employer, sent electronic mail directly to AFSCME Bargaining Unit Employees detailing a deferred resignation program. This e-mail was titled "A Fork in the Road" and was sent from HR@OPM.gov. This communication bypassed the Union and therefore is a violation of the Federal Service Labor Management Relations Statute, namely 5 USC §7114(a)(2)(A), and is an unfair labor practice under §7116(a)(1). This is also a violation of our CBA under Article 3, Section 1(a). Representatives of the employer repeated this violation several times subsequently sending updates and FAQs about the contents of the "A Fork in the Road" e-mail, each of which is a separate and additional violation of the statute.

The contents of the e-mail concerned a new, so-called, "deferred resignation program." The offer of a so-called, "deferred resignation program" 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 of the program. 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 that the employer immediately cease and desist from bypassing the Union in communicating with members of the bargaining unit with regard to this and any other changes to working conditions.

The Union further demands that the employer bargain, at the very least, implementation and impact, of any so-called “deferred resignation program” with the Union and complete this bargaining **prior** to it being offered to bargaining unit employees.

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 bypass the Union in communicating changes to working conditions to the bargaining unit, and further 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 seeks such further remedies as to any employee who accepted the so-called “deferred resignation program” in that the employee, at their election, may withdraw their “deferred resignation” at any time up until the date of their “deferred resignation” without penalty.

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