



## AFSCME LOCAL 1653

FAA Headquarters FOB 10-B, Suite AW1100  
600 Independence Avenue, SW  
Washington, DC 20591  
Fax: (202) 267-1302  
February 23, 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 February 22, 2025, representatives of the employer sent electronic mail directly to AFSCME Bargaining Unit Employees demanding employees submit 5 bullets of work they had accomplished last week not later than Monday, February 24 at 2359 EST. This email came 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 20, Section 8.

The contents of the e-mail constitute a significant and unbargained change to the Performance System (PMAS) and 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. Further, this violates the explicit contractual requirement for the Agency to prior notify and bargain any changes to the PMAS system in accordance with Article 20, Section 8. Finally, this 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 immediately rescind the directive to provide bullets, not further engage in such actions again, discard any bullets received, and to guarantee, in writing, that it will not use such information for any purpose.

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 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