



AFSCME LOCAL 1653

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March 4, 2025

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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 require all employees to return to work full time on March 10, 2025. AFSCME submitted an information request in advance of this meeting which was never responded to and is the subject of another grievance. AFSCME was informed that the Acting Administrator had set the telework level to “none” and that this was not an arbitrary restriction. AFSCME was also told that this decision was a “specific” response within the meaning of the contract as opposed to a “general policy.” FAA Labor Relations employee Scott Malon, stated that this “not only wasn’t a significant change to working conditions, it was no change to working conditions.” Following this, AHR-1 sent a message restating the Agency’s return to office plans including that “We recognize that this is a significant change.” Clearly Mr. Malon was either lying to avoid incurring a bargaining obligation, or Mr. Malon is correct and AHR-1 was confused when she sent out her message. Prior to this briefing and shortly after it, managers began cancelling employee telework agreements. Some cancellations provided a pro forma response which appears to be identical from employee to employee, but most employees were given no written justification. Other employees had their telework agreements ignored and therefore expired without approval violating the response timelines. This grievance is filed on behalf of all employees except those for which individual grievances, including individual national grievances, have already been filed on similar violations.

Article 33, Section 3 the CBA specifies that “The Administrator may set an agency-wide approach for the FAA regarding telework. Any application to AFSCME employees will be subject to the applicable terms of this Agreement.” The Agency has not limited the applicability to the terms of the agreement by imposing a general restriction of an arbitrary telework level (none). Section 8 specifies that “When an employee makes a request to telework, the Agency will apply the following criteria to grant or deny the **specific** Telework Agreement request in a fair, objective, and equitable manner and based on business practices, **not arbitrary limitations:**” (emphasis added). Further under Section 13(b), terminations of telework agreements must be based on the criteria in Section 8 and must be provided in writing. The Agency failed to provide justification in writing in numerous cases, and in the cases which it did comply, rather than provide a specific decision, it provided a *pro forma* response which was in most cases identical to the responses provided to other employees. Section 13 requires managers to respond to telework agreements in 10 days, or to telework agreements that request an in-office presence of one day or less per pay period, as soon as reasonably possible but not more than 21 days from submission.

The Union demands that the Agency immediately cease and desist from further violating Article 33.

The Union demands that the Agency respond to telework agreements in the time period freely negotiated and agreed to by the parties.

The Union demands that the Agency restore any cancelled telework agreements under this most recent action, or in the alternative, approve identically submitted new telework agreements.

The Union demands that the Agency adhere to the contract and approve telework agreements consistent with the criteria put forth in Section 8, rather than an arbitrary telework level of [none]. The telework level freely negotiated and agreed to by the parties was up to 2 days in the office per pay period.

The Union demands that the agency rescind, in writing, the return to office guidance and publicize such rescission to the bargaining unit.

The Union demands that the Agency admit in writing that it violated Article 33 of the contract.

The Union demands that the Agency restore all sick or annual leave that employees had to take because of the Agency’s violation of Article 33.

The Union demands that the Agency reimburse employees for all expenses incurred as a result of the Agency’s violation of Article 33, including but not limited to, commuting expenses, childcare expenses, eldercare expenses, parking expenses, pet boarding or daycare

expenses, and payment for any PTO, sick time, or annual leave that had to be taken by any employee's spouse.

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 requests a meeting to present this grievance and 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