UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FORT WORTH, TEXAS Respondent	
and PROFESSIONAL AIRWAYS SYSTEM SPECIALISTS Charging Party	Case No. DA-CA-70646

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the undersigned Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves his Decision, a copy of which is attached hereto, on all parties to the proceeding on this date and this case is hereby transferred to the Federal Labor Relations Authority pursuant to 5 C.F.R. § 2423.34(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.40-2423.41, 2429.12, 2429.21-2429.22, 2429.24-2429.25, and 2429.27.

Any such exceptions must be filed on or before **NOVEMBER 2, 1998**, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW, 4th Floor
Washington, DC 20424-0001

ELI NASH,
JR. Administrative Law Judge

Dated: September 29, 1998
Washington, DC

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

MEMORANDUM DATE: September 29, 1998

TO: THE FEDERAL LABOR RELATIONS AUTHORITY

FROM: ELI NASH, JR.
ADMINISTRATIVE LAW JUDGE

SUBJECT: DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
FORT WORTH, TEXAS

Respondent

and Case No. DA-CA-70646

PROFESSIONAL AIRWAYS SYSTEM SPECIALISTS

Charging Party

Pursuant to section 2423.34(b) of the Rules and Regulations, 5 C.F.R. § 2423.34(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties. Also enclosed are the motions, exhibits, and any briefs filed by the parties.

Enclosures

FEDERAL LABOR RELATIONS AUTHORITY

Office of Administrative Law Judges
WASHINGTON, D.C.

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FORT WORTH, TEXAS Respondent	
and PROFESSIONAL AIRWAYS SYSTEM SPECIALISTS Charging Party	Case No. DA-CA-70646

Charles M. de Chateauvieux, Esquire
For the General Counsel

George L. Taylor, Labor Relations Specialist
Becky Lindley, Labor Relations Specialist
For the Respondent

Before: ELI NASH, JR.
Administrative Law Judge

DECISION

Statement of the Case

On April 30, 1998, a Complaint and Notice of Hearing issued in the instant case alleging the Department of Transportation, Federal Aviation Administration, Fort Worth, Texas (herein called the Respondent/Lone Star SMO), violated section 7116(a)(1) and (5) of the Statute (the Statute) by repudiating a March 29, 1996, Memorandum of Understanding (MOU), between the Respondent and Professional Airways System Specialists (herein called the Union/PASS). The complaint was amended on July 9, 1998. The amended complaint alleged a different date on which the alleged repudiation occurred.

A hearing was held on July 17, 1998, in Dallas, Texas, at which time all parties were afforded a full opportunity to be heard, to examine, and cross-examine witnesses, and to introduce evidence. All parties filed timely post-hearing briefs which have been fully considered.

Based upon the entire record, including my observation of the witnesses and their demeanor, I make the following findings of fact, conclusions and recommendations.

Findings of Fact

Respondent is an agency under section 7103(a)(3) of the Statute. The Lone Star SMO is a facility of Respondent located in Bedford, Texas.

The PASS is a labor organization under section 7103(a)(4) of the Statute. At all times material herein, PASS has been the exclusive representative of a nationwide consolidated unit of employees appropriate for collective bargaining at Respondent's Dallas Texas facility. The Union herein is the agent of PASS for representing bargaining unit employees in the Lone Star SMO facility. On or around October 17, 1995, the Union's Lone Star SMO representative Donna M. Hogan and Respondent's Lone Star SMO Manager Jo L. Tarrh agreed in writing, through a Memorandum of Understanding (MOU), that a panel "will conduct selection interviews for details and temporary assignments over 90 days, as well as, position vacancies." PASS and the Respondent further agreed that the panel, "at a minimum, will consist of the selecting official, his/her PASS representative counterpart," and an employee upon whom they mutually agreed.

Thereafter, around March 29, 1996, the same parties modified the October 17, 1995 agreement. The modified agreement provided that a panel "may" conduct selection interviews for details, temporary assignments, and position vacancies. The parties further agreed that when a panel was used, at a minimum, the panel may consist of the selecting official, his or her Union representative counterpart, and a mutually agreed upon employee. Since around March 29, 1996, in accordance with the modified MOU, the Lone Star SMO has included a Union representative on selection panels which conducted the type of interviews mentioned above. Thus, the testimony of Richard Riggs that union representatives in their representative capacities served on the interview panels after March 29, 1996, is uncontradicted.

Sometime around October 1, 1997, John J. Reilly, Manager Employee and Labor Relations Policy Division in Washington, DC, sent correspondence to Michael D. Fanfalone, the Union's national president informing him that, thereafter PASS representatives would no longer be allowed to participate in the selection process by serving as

members of either rating and ranking panels or interview panels for any Agency positions. Thereafter, around October 7, 1997, Stanley Rivers, Director of Airway Facilities, issued a memorandum to All Regional Airway Facilities Division Managers, informing them that PASS representatives were not to participate in the selection process by serving as members of either rating and ranking panels or interview panels for any Agency positions. Sometime later in October 1997, Richard Riggs, Lone Star SMO PASS Representative, was told by Kyle Keifer, Lone Star SMO Acting Manager, that PASS representatives would no longer be allowed to serve on interview panels. Since that time no PASS representatives have served on employee interview panels in their representative capacity.

Analysis and Conclusions

A. Positions of the Parties

The General Counsel's theory of the case is simply that Respondent Lone Star SMO repudiated a memorandum of understanding dated March 29, 1996, by refusing to allow PASS representatives to participate in the selection process by serving on interview panels in their capacity as union representatives. The General Counsel states in its brief, with respect to an issue raised both by Respondent and the Administrative Law Judge as to whether there are jurisdictional or procedural impediments regarding the initial charge, which would render the complaint, as amended, fatally defective. The General Counsel sees no impediments.

Respondent raises several issues concerning the amended complaint in this matter. First, Respondent argues that the amended complaint bears no relationship to the original charge and that there are no closely related events providing the basis for the charge. Respondent also maintains that the amended complaint relates to a matter which is already the subject of a national grievance that was scheduled for an arbitration hearing after the instant hearing took place. Respondent argues further that the agreements regarding realignment at the Lone Star SMO and all continuing MOUs were the product of a partnership effort. It thus follows, in Respondent's view, that since everything was created by partnership efforts, the matter is not subject to administrative or judicial review under Executive Order 12871 (E.O.), but, that the proper forum for the case would be under the parties grievance machinery. Such a position is not responsive to the alleged repudiation of the March 1996 memorandum whether or not it was entered into under a partnership arrangement. In this regard, the

Authority has previously found that section 7103(a)(12) of the Statute does not prescribe any particular method in which collective bargaining must occur. *U.S. Department of Transportation, Federal Aviation Administration, Standiford Air Traffic Control Tower, Louisville, Kentucky,* 53 FLRA 312 (1997). In this matter, it is clear that the agreement reached was bargained in good faith by both parties, which was binding on the parties and which the parties both followed until October 1997. Consequently, Respondent's argument that E.O. 12871 bars consideration of the matter in the instant forum, is rejected.

Additionally, Respondent claims an October 22, 1997, national grievance involves the October 1, 1997, incident alleged in the amended complaint and the grievance shows that the Union was aware of the occurrence of the unfair labor practice alleged in the amended complaint well before the complaint was amended. Respondent therefore contends that the amendment is barred by the 6 month limitation set out in section 7118(a)(4)(B) of the Statute. Finally, with respect to the merits of the matter, Respondent denies that there was a repudiation of the March 29, 1996, memorandum of understanding.

B. Whether There is Any Jurisdictional or Procedural Impediment Which Would Make the Complaint, as Amended, Fatally Defective or Prejudicial to the Respondent

With respect to whether a jurisdictional impediment exists, Respondent insists that the amended complaint prejudices its defense by giving the Union two bites at the apple in contravention of section 7116(d) of the Statute. This argument is misplaced, since section 7116(d) of the Statute does not address the issue of amendment of complaints, but governs the filing of unfair labor practice charges and grievances and the election of procedures an employee must make under that provision. It is not disputed that the unfair labor practice in this matter was filed well in advance of the alleged national grievance. Nor is it disputed that the parties in the two matters were not the same. In fact Respondent argues that this was a rogue agreement. Accordingly, even assuming that issues in the two grievances are the same, the national grievance would not act as a bar to the instant proceedings in section 7116 (d) because the parties are different. It is my view that not only would the national grievance not act as a bar to the instant proceeding, but any evidence concerning the national grievance would not be relevant in this case. It is also worthy to note at this point that the national office of the Federal Aviation Administration (FAA) is not a named respondent in either the complaint or the amended

complaint. Thus, the issue in this case concerns a local MOU and a local union and does not involve national implications of any policy announced by Respondent in October 1997.

In considering Respondent's Motion to Postpone the Hearing, the undersigned has considered the following: (1) whether under the General Counsel's theory of the case, additional evidence was necessary; and (2) whether FAA national office is a named Respondent in this matter.

A review of the record in this matter makes it clear that the reason the MOU was repudiated is not as important as the fact that the MOU was totally rejected by the Lone Star SMO. Thus, it is immaterial that the Lone Star SMO in this instance may simply have followed the instructions of its national office in refusing to permit PASS representatives to be involved in employee interview panels in their representative capacity. It is undisputed that the MOU in this case was a local matter that resulted from bargaining between the local Lone Star office and the local PASS representative at that level of recognition. Furthermore, the evidence offered by the General Counsel makes it plain that its theory is only that a violation occurred at the local level. Thus, the complaint encompasses only a single local incident and does not, as Respondent maintains, affect the agency nationwide.

As previously noted, the amended complaint does not raise an issue of whether or not FAA national headquarters violated the Statute and it was not named as a respondent herein. Thus, there is no issue in this matter that a higher-level entity violated the Statute. *See, U.S. Department of the Interior, Washington, DC,* 52 FLRA 475 (1996). Furthermore, the amended complaint does not allege that Lone Star SMO was prevented from bargaining based on direction from higher-level management. Although the Authority has declined to find a violation against the party that is merely complying with a higher-level direction and whose actions are ministerial in nature, in those cases where, as here, agency management at a higher-level is not a named respondent, the subordinate level has been held to have violated the Statute although the subordinate level management was merely following orders. *U.S. Department of Labor, Office of the Assistant Secretary for Administration and Management, San Francisco, California,* 33 FLRA 429, 433 (1988), *enforced sub nom. FLRA v. U.S. Department of Labor, Office of the Assistant Secretary for Administration and Management, San Francisco, California, 958 F.2d 1490* (9th Cir. 1992)*; Department of the Navy, Naval Underwater Systems Center, Newport, Rhode Island,* 28 FLRA 1060, 1068 (1987),

application for enforcement denied sub nom. FLRA v. Department of the Navy, Naval Underwater Systems Center, Newport, Rhode Island, No. 87-1551 (D.C. Cir. Aug. 9, 1990)*; United States Department of the Treasury, Internal Revenue Service and Internal Revenue Service, Austin District, and Internal Revenue Service, Houston District,* 23 FLRA 774, 779 (1986). In the circumstances of this case, noting particularly that the subordinate level in this case was following a directive from its headquarters, it is found that postponing the matter in order to allow preparation on the national effect of Respondent's October 1997 directive would not be warranted.

Accordingly, Respondent's motion to postpone the hearing to allow it to further prepare for the hearing on the national issue is unnecessary since the scope of the instant hearing involves only a single local incident and does not as Respondent claims "affect the agency nationwide." The motion therefore is denied.

Respondent also raises an argument that the amendment to the complaint was improperly allowed, since it could not have been ascertained from the original unfair labor practice charge that a violation of the Statute would occur in October 1997 or some months after the unfair labor practice charge was filed. While the undersigned is sympathetic to Respondent's view, the Authority has stated that an unfair labor practice charge is not to be measured by the standards applicable to a pleading in a private lawsuit. Rather, the purpose of a charge is to merely set in motion the machinery of an inquiry. *Department of Interior, U.S. Geological Survey, Conservation Division, Gulf of Mexico Region, Metairie, Louisiana*, 9 FLRA 543, 552 (1982). In *Department of Defense Dependents Schools, Mediterranean Region, Naples American High School, Naples, Italy*, 21 FLRA 849 (1986), the Authority adopted the judge's findings that a charge serves merely to initiate an investigation and to determine whether a complaint in the matter should be issued. The Authority further held that a charge is sufficient in an administrative proceeding if it informs the alleged violator of the general nature of the violation charged against it. The Authority further noted that where a procedural defect exists concerning the charge, a respondent must be prejudiced by the alleged defect in order to render the underlying charge fatally defective. *Id.* at 861.

The Authority further clarified the purpose of the charge and its relationship to a complaint in *U.S. Department of Justice, Bureau of Prisons, Allenwood Federal Prison Camp, Montgomery, Pennsylvania,* 40 FLRA 449 (1991),

remanded as to other matters sub nom. U.S. Department of Justice, Bureau of Prisons, Allenwood Federal Prison Camp, Montgomery, Pennsylvania, 988 F.2d 1267 (D.C. Cir. 1993) (*Bureau of Prisons*). In *Bureau of Prisons*, the Authority held that the issuance of a complaint complies with the requirements as set out in the Rules and Regulations of the Federal Labor Relations Authority if the allegations in the complaint bear a relationship to the charge and are closely related to the events complained about in the charge. *Id.* at 455. In this case, only the repudiation of a single subject memorandum concerning who may be included on interview panels is involved in both the unfair labor practice charge and the amended complaint.

Direction on this issue can also be found under the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* The United States Supreme Court, in *NLRB v. Fant Milling Co.*, 360 U.S. 301 (1959), found that it is the function of the complaint and not the charge to give notice to the respondent of specific allegations made against it. The Court further held that the purpose of a charge is to merely put in motion the machinery of an inquiry, and that the investigation may deal with unfair labor practices that are related to those asserted in the charge and grow out of those assertions while the process is pending. *Id.* at 307-08.

In this case, the unfair labor practice charge was filed on July 11, 1997, alleging a repudiation of an October 17, 1995, MOU by Respondent Lone Star SMO in not convening a panel to conduct interviews for a vacancy, as was the practice under the MOU. When the charge was initially filed, Richard Riggs Lone Star SMO's Principal Representative, was not aware that the October 17, 1995, MOU had been modified on March 29, 1996, and he believed that a panel had to be convened for every vacancy. During the investigation, the March 29, 1996 MOU, as well as Respondent's October 1997 action in issuing a blanket denial to Union representatives being allowed to serve on employee interview panels, were revealed. The July 1997 unfair labor practice charge put Respondent on general notice that it had violated the Statute by repudiating a local MOU concerning the use of employee interview panels, and that the General Counsel would be initiating an investigation into that allegation. The original complaint alleged that the repudiation occurred on July 1, 1997. The only change made in the amended complaint involves the date that the alleged repudiation occurred. That is, the date of the alleged repudiation was changed from July 1, 1997, to October 1, 1997. Such a change does not appear to prejudice Respondent since the alleged violation, the repudiation of the modified

MOU dated March 29, 1996, remains precisely the same in the amended complaint. Furthermore, Respondent's Answer and Objection to the Motion to Amend reveal that it certainly was aware of the nature and scope of the charges in the matter. In these circumstances, noting especially that Respondent has not established on the record that it was prejudiced by the amended complaint alleging that the repudiation occurred on October 1, 1997, rather than July 1997, it is found that the Respondent was not prejudiced by the amendment to the complaint which changed the date of the alleged repudiation of the MOU from July 1997 to October 1997.

Based on all of the foregoing, it is found that there is no jurisdictional or procedural impediment regarding the initial charge, which would make the complaint, as amended, fatally defective and therefore prejudicial to Respondent.

C. Whether Respondent Repudiated the Memorandum of Understanding dated March 29, 1996

In *Department of Defense, Warner Robins Air Logistics Center, Robins Air Force Base, Georgia*, 40 FLRA 1211 (1991) (*Warner Robins*), the Authority recognized that "not every breach of contract is necessarily a violation of the Statute, but that the repudiation of an agreement does violate the Statute." *Id.* at 1218. The Authority noted that, "the nature and scope of the failure or refusal to honor an agreement must be considered, in the circumstances of each case, in order to determine whether the Statute has been violated." *Id.* Consistent with the foregoing, two elements are examined in analyzing an allegation of repudiation: (1) the nature and scope of the alleged breach of an agreement (i.e., was the breach clear and patent?); and (2) the nature of the agreement provision allegedly breached (i.e., did the provision go to the heart of the parties' agreement?). The examination of either element may involve an inquiry into the meaning of the agreement provision allegedly breached. *Department of the Air Force, 375th Mission Support Squadron, Scott Air Force Base, Illinois*, 51 FLRA 858 (1996)(*Scott AFB*). Where, as here, a respondent raises as a defense that a specific provision of the parties' collective bargaining agreement permitted the action alleged to constitute an unfair labor practice, the meaning of the agreement must be resolved. *Internal Revenue Service, Washington, DC*, 47 FLRA 1091, 1103 (1993).

In this case, Respondent initially argues that the language used in the March 29, 1996, MOU that, "the panel, at a minimum, may consist of the selecting official, his/her

PASS representative counterpart . . . " is not clear and as such raises the issue of interpretation in the case. Notwithstanding its argument of interpretation, Respondent asserts that the contested language only requires the panel to have a PASS member serve in some capacity. In its view, if a PASS member served on the panel as a subject matter expert, the requirements of the MOU are met. This is a strained interpretation, indeed. In this regard, the MOU specifically calls for a PASS representative who is a counterpart to the selecting official to sit on the panel. Under Respondent's interpretation, any PASS member would satisfy the MOU's requirement that the Union be there in a representative capacity. The undersigned is persuaded that the most reasonable reading of the MOU or MOUs is that a PASS representative would be permitted to sit on the interview panel in his or her representative capacity, as a PASS representative. Such an interpretation, of course, rejects Respondent's contention that the MOU is satisfied simply by having a PASS member sit on the panel.

The record does not support Respondent's contention that the meaning of the terms of the MOU were unclear and that it acted in accordance with a reasonable interpretation of the terms of the MOU. Respondent's witness, Jo L. Tarrh, seemingly contradicts the assertion that there was an interpretation question in the matter. Besides, Donna M. Hogan and Richard Riggs both credibly testified that there was never any issue as to what was meant by "PASS representative counterpart." Further, the record is clear that until October 1997, union members serving on interview panels always served in their representative capacities. In replying to Respondent's second argument, a straightforward reading of the MOU leads to the logical conclusion that the MOUs require that any Union representative on an interview panel be a PASS representative with whom management representatives conducting an interview ordinarily have dealings in a representational capacity. This interpretation is supported, in my opinion, by evidence of the parties' actions since agreeing to the March 29, 1996 MOU. These circumstances add further support to a finding that the MOUs can reasonably be read to mean that the parties intended that a "PASS representative" would be included on the interview panel in a representative capacity.

The rationale of the *Warner Robins-Scott AFB* cases must be applied in order to determine the nature of the alleged breach of the March 29, 1996, MOU. Also, it is necessary to ascertain whether or not the breach was clear and patent. As previously found, the March 29, 1996, MOU can reasonably be interpreted to permit PASS representatives

to serve on interview panels in their representational capacity. It is also uncontradicted that since March 29, 1996, PASS representatives were included on selection panels which, among other things, conducted interviews. Sometime in October 1997, however, Respondent informed PASS representatives at the Lone Star SMO that Union representatives would no longer be permitted to sit on interview panels. As already shown, prior to October 1997, PASS representatives were included on interview panels, in accordance with the March 29, 1996, MOU. Since October 1997, however, PASS representatives have not been allowed to sit on any interview panels in their representative capacity. Although Respondent could have excluded PASS from an interview panel on a case-by-case basis, in the discretion allowed under the terms of the MOU, rarely, if ever, had it done so. The exercise of discretion under the MOU, on a case-by-case basis, to determine that an interview panel would not include a union representative, is not at issue here. What is at issue is Respondent's blanket directive of October 1997, that no PASS representative would be allowed to sit on an interview panel in a representational capacity. Such a broad directive represents, in my opinion, a clear and patent breach of the March 29, 1996, MOU.

A finding that Respondent's breach was clear and patent does not end the inquiry, however. There remains a question of whether or not the breach goes to the heart of the March 29, 1996, MOU. Credited testimony discloses that the purpose of the MOU was to have PASS representatives serve on interview panels to ensure the fairness of the interview process. The MOU existed simply to provide a means to enable PASS representatives to sit on interview panels. Thus, the MOU specifically addresses PASS representatives sitting on interview panels. Respondent's directive of October 1997 forbids a PASS representative from sitting on an interview panel in his or her representative capacity. Respondent's prohibition against PASS representatives serving on any interview panel clearly negates the language of the March 29, 1996, MOU and thus touches the heart of the parties' previous agreement.

Based upon the foregoing, it is found that a preponderance of the evidence establishes that Respondent violated section 7116(a)(1) and (5) of the Statute by repudiating the March 29, 1996, Memorandum of Understanding between Respondent and the Union. Accordingly, it is recommended that the Authority adopt the following Order:

ORDER

Pursuant to section 2423.41(c) of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Statute, the Department of Transportation, Federal Aviation Administration, Fort Worth, Texas, shall:

1. Cease and desist from:

(a) Failing and refusing to bargain in good faith with the Professional Airways System Specialists, the exclusive representative of employees located at the Lone Star SMO, Bedford, Texas, over Professional Airways System Specialists representation on employee interview panels.

(b) Failing and refusing to allow Professional Airways System Specialists representation on employee interview panels as required by the March 29, 1996, Memorandum of Understanding.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights assured them by the Federal Service Labor-Management Relations Statute.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Statute:

(a) Rescind the ban on Professional Airways System Specialists representation on employee interview panels which became effective on October 1, 1997.

(b) Allow Professional Airways System Specialists representation on employee interview panels and upon request, bargain in good faith with the Professional Airways System Specialists concerning union representation on employee interview panels, keeping in place the Memorandum of Understanding dated March 29, 1996, until bargaining is completed.

(c) Post at the Fort Worth, Texas, facility where bargaining unit employees represented by the Union are located, copies of attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Regional Administrator, Federal Aviation Administration, Southwest Region, and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps should be taken to ensure that such Notices are not altered, defaced, or covered by other material.

(d) Pursuant to section 2423.41(e) of the Authority's Rules

and Regulations, notify the Regional Director of the Dallas Regional Office, Federal Labor Relations Authority, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply.

Issued, Washington, DC, September 29, 1998.

_____
ELI NASH,
__
JR. Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the Department of Transportation, Federal Aviation Administration, Fort Worth, Texas, violated the Federal Service Labor-Management Relations Statute, and has ordered us to post and abide by this Notice:

We hereby notify our employees that:

WE WILL NOT fail and refuse to bargain in good faith with the Professional Airways System Specialists, the exclusive representative of our employees, over Professional Airways System Specialists representation on employee interview panels.

WE WILL NOT fail and refuse to allow Professional Airways System Specialists representation on employee interview panels as required by the March 29, 1996, Memorandum of Understanding.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of their rights assured them by the Statute.

WE WILL rescind our ban on Professional Airways System Specialists representation on employee interview panels which became effective on October 1, 1997.

WE WILL allow Professional Airways System Specialists, representation on employee interview panels, and upon request, bargain in good faith with the Professional Airways System Specialists, concerning union representation on employee interview panels, keeping in place the Memorandum of Understanding dated March 29, 1996, until bargaining is completed.

_____

__

(Agency/Activity)

Dated:_____
By:_____

(Signature)

(Title)

This Notice must be posted for 60 consecutive days from the

date of posting and must not be altered, defaced, or covered by any other material.

If employees have any questions concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director, Dallas Regional Office, Federal Labor Relations Authority, whose address is: 525 Griffin Street, Suite 926, Dallas, Texas, 75202, and whose telephone number is: (214) 767-4996.

CERTIFICATE OF SERVICE

I certify that copies of this **DECISION** issued by ELI NASH, JR., Administrative Law Judge, in Case No. DA-CA-70646, were sent to the following parties:

CERTIFIED MAIL AND RETURN RECEIPT	**CERTIFIED NOS:**
Charles de Chateauviex, Esquire Federal Labor Relations Authority 525 Griffin Street, Suite 926-LB-107 Dallas, TX 75202	P168-059-597
Beck Lindley, LRS FAA, SW Regional HQ 2600 Meacham Blvd, ASW-18 Ft. Worth, TX 76193	P168-059-598
George Taylor, Manager Labor & Employee Relations FAA, HRM, ASW-16 2601 Meacham Blvd. Fort Worth, TX 76193	P168-059-599
Richard Riggs Representative, PASS 5920 Hillglen Drive Watagua, TX 76148	P168-059-600

_____

CATHERINE L. TURNER, LEGAL TECHNICIAN

DATED: SEPTEMBER 29, 1998
WASHINGTON, DC