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

MEMORANDUM DATE: July 7, 2005

TO: The Federal Labor Relations Authority

FROM: ELI NASH
Chief Administrative Law Judge

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

Respondent

and Case No. DA-CA-04-0326

NATIONAL AIR TRAFFIC CONTROLLERS
ASSOCIATION, AFL-CIO

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 transcript, exhibits and any briefs filed by the parties.

Enclosures

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

UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FORT WORTH, TEXAS Respondent	
and NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO Charging Party	Case No. DA-CA-04-0326

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. §§ 2423.40-41, 2429.12, 2429.21-2429.22, 2429.24-2429.25, and 2429.27.

Any such exceptions must be filed on or before **AUGUST 8, 2005**, and addressed to:

Office of Case Control
Federal Labor Relations Authority
1400 K Street, NW, 2nd Floor
Washington, DC 20005

ELI NASH
Chief Administrative Law Judge

Dated: July 7, 2005
Washington, DC

OALJ 05-39

Office of Administrative Law Judges
WASHINGTON, D.C.

UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FORT WORTH, TEXAS Respondent	
and NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION, AFL-CIO Charging Party	Case No. DA-CA-04-0326

Nora E. Hinojosa, Esquire
Charlotte A. Dye, Esquire
For the General Counsel

Bobby R. Devadoss, Esquire
Charles M. de Chateauvieux, Esquire
For the Respondent

Before: ELI NASH
Chief Administrative Law Judge

DECISION

Statement of the Case

This case arose under the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the United States Code, 5 U.S.C. § 7101, *et seq.* (the Statute), and the Rules and Regulations of the Federal Labor Relations Authority (hereinafter FLRA/Authority), 5 C.F.R. Part 2423.

Based upon an unfair labor practice charge filed by the National Air Traffic Controllers Association, AFL-CIO (Union or Charging Party), a complaint and notice of hearing was issued by the Regional Director of the Dallas Regional Office of the Authority. The complaint alleges that the United States Department of Transportation, Federal Aviation Administration, Fort Worth, Texas (Respondent) violated section 7116(a)(1) and (5) of the Statute by issuing a personnel action which changed a bargaining unit employee's position from Aerospace Engineer Project Manager to Aerospace Engineer Senior Engineer, without giving the Charging Party notice and an opportunity to bargain to the

extent required by the Statute. The complaint further alleged that the Respondent bypassed the Charging Party by dealing directly with the bargaining unit employee with regard to changing his position. (G.C. Ex. 1(c)) Respondent timely filed an Answer denying that it violated the Statute. (G.C. Ex. 1(h))

A hearing was held in Dallas, Texas, at which time all parties were afforded a full opportunity to be represented, be heard, examine and cross-examine witnesses, introduce evidence and argue orally. The General Counsel and the Respondent 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

The United States Department of Transportation, Federal Aviation Administration (FAA), Fort Worth, Texas is an agency within the meaning of 5 U.S.C. § 7103(a)(3). (G.C. Exs. 1(c) and 1(h))

The National Air Traffic Controllers Association, AFL-CIO is a labor organization within the meaning of 5 U.S.C. § 7103(a)(4) and is the exclusive representative of a unit of employees appropriate for collective bargaining at the Respondent. (G.C. Exs. 1(c) and 1(h)) The Respondent and the Charging Party are parties to an interim collective bargaining agreement. (Jt. Ex. 1; Tr. 65)

The Aircraft Certification Service of the FAA is responsible for developing the regulations and policy standards for the design of different aeronautical products: transport airplanes, small airplanes, rotorcrafts (helicopters), and engines and propellers. (Tr. 17) Aircraft Certification is the part of FAA that works with manufacturers of aircraft to ensure that the aircraft have the strength, reliability and safety to meet the regulations. (Tr. 109) Additionally, Aircraft Certification is responsible for certifying the designs of the different aeronautical products. (Tr. 17) Aircraft Certification is divided into four Directorates, each responsible for developing the regulations and standards for a different aeronautical product and certifying all designs within their geographical area. (Tr. 17-19; G.C. Ex. 4)

The Rotorcraft Directorate is comprised of the Rotorcraft Standards Staff Office (setting standards), the

Airplane Certification Office (certifying airplanes), the Rotorcraft Certification Office (certifying rotorcraft), the Special Certification Office (certifying engines and propellers) and the Technical and Administrative Support Staff Office. (G.C. Ex. 2; Tr. 19-20) The engineer journeyman grade for the Standards Office is FG-14 (Tr. 19-20), while the engineer journeyman grade for the other offices is FG-13. (Tr. 22, 68)

Robert L. Vaughn is currently a Senior Engineer, FG-14 for the Rotorcraft Directorate, Airplane Certification Office, Fort Worth, Texas. (Jt. Ex. 2; Tr. 14-15) Vaughn's supervisor is Michele Owsley, Supervisory Aerospace Engineer, Airplane Certification Office Manager. (Tr. 15, 109). Vaughn is a bargaining unit employee.

From 1991 until October 2003, Vaughn was one of two Project Managers in Aircraft Certification. As a Project Manager, Vaughn was responsible for new airplane certificates and for the continuing airworthiness of existing certificates. (Tr. 24) Vaughn, with a project team, was assigned to various projects. The Project Manager has the overall responsibility for coordinating all the disciplines on a team and for making sure that the projects get accomplished in accordance with the applicant's schedule. (Tr. 111) The project team consists of an engineer from each of the required specialties, which include mechanical systems, propulsion, structures, electrical, and flight testing. (Tr. 21) At the completion of each step of any project, the Project Manager is required to sign off for the project. (Tr. 29-30) Essentially, the Project Manager is the one that is responsible for the overall project's completion. (Tr. 70-71; 111-112)

The Project Manager's duties are a mix of administrative, managerial and technical tasks, but the majority of the Project Manager's time is spent on administrative and managerial tasks. (Tr. 25) Vaughn estimated that, as a Project Manager, he spent approximately 75% of his time on such functions, with the remaining 15% in regulatory functions and 10% in technical functions. (Tr. 44) Owsley estimated that a Project Manager spent 60% on administrative and managerial tasks; 20% on regulatory functions and 20% on technical functions. (Tr. 112) The Project Manager needs an overall knowledge of the entire aircraft, along with knowledge of the rules and regulations for that aircraft, and engineering knowledge of all the different parts of the aircraft. (Tr. 28)

Sometime in late 2002 or early 2003, Vaughn requested that his supervisor reassign him to a Senior Engineer

position. On September 22, 2003, Vaughn met with Owsley to discuss the position of Senior Engineer. Owsley indicated that there was a good possibility of such a position being created for Vaughn. At that time, Owsley described the position as a Senior Engineer with a concentration on the electrical systems speciality. (Tr. 32-33, 48, 115) On October 5, 2003, Vaughn was reassigned to the newly created position. (Tr. 35, 113) Although there were Senior Engineers in other directorates, prior to Vaughn's assignment, no such position existed in the Fort Worth directorate. (Tr. 34) A Form 50 was issued dated October 9, 2003, with an effective date of October 5, 2003. (Jt. Ex. 5; Tr. 35)

Before Vaughn was reassigned to the Senior Engineer position, the office structure consisted of an Office Manager, two administrative personnel, two Project Managers and approximately ten or eleven engineers and flight test pilots. Vaughn was one of the Project Managers. After October 2003, the office structure consisted of an Office Manager, two administrative personnel, one Project Manager, one Senior Engineer (Vaughn) and approximately ten or eleven engineers and flight test pilots. (Tr. 67-68) During this time, the second Project Manager position remained vacant and was filled by temporary promotions. From October 2003 through mid-December 2003, Werner Koch was Acting Project Manager; Robert Romero was Acting Project Manager from mid-December 2003 through early March 2004; Al Boutin was Acting Project Manager from March 2004 until at least July 2004. Standard Form 50s were cut to document these temporary promotions. (Tr. 72-74)

Since October 2003, Vaughn has worked as a Senior Engineer, specializing in electrical systems. (Tr. 23, 29) He serves as a resource to all the journeyman electrical systems engineers and consults on major technological projects for the office. He is also involved in determining training needs for electrical engineering personnel. (Jt. Ex. 4; Tr 29-30, 112-113) As a Senior Engineer, Vaughn estimated that he spends 80% of his time on technical functions, 15% on regulatory functions and 5% on administrative functions. (Tr. 44)

The Charging Party was not given notice of the reassignment of Vaughn from a Project Manager to a Senior Engineer prior to October 5, 2003. (Tr. 66-67, 78, 80, 100) On November 10, 2003, the Respondent, by Joy Barnes, Labor Relations Focal Point, informed the Charging Party that ". . . Mr. Richard Vaughn, ASW-150, has been reassigned from the position of Project Manager to Senior Engineer, for mission-related reasons. Mr. Vaughn has the qualifications

and experience necessary to perform the work required, and he volunteered for the reassignment. This will be a lateral move for Mr. Vaughn, and will not affect his grade level or pay." (R. Ex. 1; Tr. 105)

Issues

1. Whether or not the Respondent violated section 7116(a)(1) and (5) of the Statute by making a unilateral change without providing the Charging Party with notice and an opportunity to bargain when it changed Richard Vaughn's position from Project Manager to Senior Engineer.

2. Whether or not the Respondent violated section 7116(a)(1) and (5) of the Statute by bypassing the Charging Party by dealing directly with bargaining unit employee Richard Vaughn over changing his position from Project Manager to Senior Engineer.

3. Whether or not the unfair labor practice charge was timely filed under section 7118(a)(2)(A) of the Statute.

Positions of the Parties

General Counsel

The General Counsel contends that the Respondent violated the Statute when it unilaterally changed the procedures by which it filled vacant positions. Before October 5, 2003, the Respondent had filled vacant positions by announcing a vacant position, accepting applications, conducting interviews and making a selection. For the position of Senior Engineer, however, the Respondent reassigned Vaughn without following any of its normal procedures. Further the Respondent failed to provide notice to or bargain with the Charging Party over the procedures to be observed in implementing this change and appropriate arrangements for employees adversely affected by this change.

The General Counsel further contends that the Respondent violated the Statute when it unilaterally changed Vaughn's position from Project Manager to Senior Engineer, without notifying the Charging Party. The two positions are dramatically different and there clearly was change in duties and responsibilities. Further the Respondent's actions of changing Vaughn's position left a vacant Project Manager position. The vacant position was filled by three Aerospace Engineers, on temporary promotions of approximately three months each. The Charging Party was not

given the opportunity to negotiate over how the temporary Project Manager position would be filled.

The General Counsel also argues that the Respondent violated the Statute by dealing directly with unit employee Vaughn over changing his position from Project Manager to Senior Engineer. Both Vaughn and Owsley testified that they met to discuss the new position. The Charging Party was not involved in any of these discussions. The Respondent presented no evidence that the Charging Party was aware of this meeting or that it otherwise waived its right to attend the meeting. Therefore, it is clear that the Respondent bypassed the Charging Party and met directly with a unit employee in violation of the Statute.

The General Counsel did not present any argument concerning the Respondent's assertion that the unfair labor practice charge in this matter was untimely filed.

As a remedy, the General Counsel requests that a notice be posted, signed by the Manager of the Rotorcraft Directorate, and posted at all appropriate locations at Respondent where notices to employees are customarily posted. The General Counsel further requests that the Respondent be ordered to bargain retroactively concerning this matter. And the General Counsel requests that Respondent be ordered to return to the policy of taking bids for vacant positions and that it be ordered to bargain to the extent required by the Statute if it intends to change its policy regarding filling vacant positions. The General Counsel does not seek to have the Senior Engineer position vacated. (Tr. 12)

Respondent

The Respondent first asserts that the unfair labor practice charge in this matter is untimely filed under section 7118(a)(4)(A) and the complaint should therefore be dismissed. The Respondent asserts that the evidence demonstrates that on September 22, 2003, Owsley met with Vaughn and informed him that he was being reassigned and that his title had been changed to Senior Engineer. (Tr. 47, 48) At the time of this discussion, the actual decision to reassign Vaughn had already been made and management, through its representative, was merely notifying the employee of an action that had already been implemented.

Vaughn testified that he became a Senior Engineer on October 5, 2003, and this same date is reflected on the paperwork he received notifying him of the change. (Tr. 38). The Respondent asserts, however, that Vaughn was

performing the duties of the Senior Engineer during the first week in October, when he attended a board meeting, where he was told by his supervisor to identify his function as senior electrical systems engineer. (Tr. 56) The Respondent therefore argues that it is more likely than not that the Union officials were well aware of the reassignment as soon as it happened in September 2003 and they did not choose to make an issue of it until the charge was filed on March 29, 2004. Thus, the charge was not timely filed and the complaint should be dismissed.

If it is determined that the charge was timely filed, the Respondent asserts that it had no obligation to bargain over the reassignment of Vaughn from Project Manager to Senior Engineer since the change was no more than *de minimis* in nature. In support of this defense, the Respondent argues that the reassignment was granted at the employee's request; the employee was not adversely affected by the reassignment; the employee did not require any additional training for his new position; the employee continues to do the same work that he always did with only a difference in the allocation of time between regulatory, administrative and technical work; the reassignment enabled other bargaining unit employees to rotate as Acting Project Manager with temporary promotions at a higher pay grade; and the Charging Party chose not to negotiate the matter even after they were formally notified.

The Respondent made no arguments with regard to the allegations that it bypassed the Charging Party by meeting directly with a bargaining unit employee or that it changed the procedures for filing vacant positions.

Discussion, Conclusions of Law and Recommendations

Timeliness Issue

Section 7118(a)(4)(A) of the Statute provides, in pertinent part, that: "[N]o complaint shall be issued on any alleged unfair labor practice which occurred more than 6 months before the filing of the charge with the Authority." *United States Department of Homeland Security, Border and Transportation Security Directorate, Bureau of Customs and Border Protection, Washington, D.C.*, 60 FLRA 943 (2005); *United States Penitentiary, Florence, Colorado*, 53 FLRA 1393, 1402 (1998). The unfair labor practice charge in this matter was filed by the Charging Party on March 29, 2004.

With regard to the allegation regarding the reassignment of Vaughn from Project Manager to Senior Engineer, the Respondent asserts that the evidence shows

that Office Manager Owsley informed Vaughn that he would be reassigned on September 22, 2003. While Vaughn was not completely certain of the dates of his various meetings with Owsley on the reassignment, he agreed that the September 22 date was correct for the final meeting in which he was informed of the reassignment. (Tr. 47-48, 57) The Respondent then speculates that the Charging Party likely knew of the reassignment in early September 2003, but did not file a charge until March 2004.

Although the evidence shows that a meeting occurred between Vaughn and Owsley on September 22, 2003, there is no evidence that the Charging Party was aware of this conversation at that time. Further the evidence clearly establishes that Vaughn was officially transferred to the Senior Engineer position on October 5, 2003. The official Form 50, which details the reassignment, gives an effective date of October 5, 2003 (Jt. Ex. 5) and the evidence indicates that Vaughn's first actions as Senior Engineer were in early October. The Respondent's attempts to show the September 22, 2003 meeting as the implementation are rejected, since its own evidence shows that meeting was merely a preliminary discussion and the official date for the reassignment was October 5, 2003. While there may have been rumors of the reassignment in the office, the Charging Party did not have official notification of the reassignment until November 10, 2003 (R. Ex. 1). Under these circumstances, it is clear that the Charging Party did not have notice of the reassignment until November 2003 and the unfair labor practice charge is timely with regard to the October 5, 2003 reassignment.

It appears, however, that the bypass allegation concerning the September 22, 2003 meeting between Vaughn and Owsley is untimely under section 7118(a)(4)(A). The Charging Party was given notice in November 2003, within the six-month period of section 7118(a)(4)(A), and was also informed at that time that Vaughn had volunteered for the reassignment. Therefore, it appears that the Charging Party was aware, or should have been aware, that the Respondent had been dealing directly with Vaughn prior to the October 5, 2003 reassignment. *Air Force Accounting and Finance Center, Lowry Air Force Base, Denver, Colorado,* 42 FLRA 1226 (1991)(*Lowry AFB)*. The unfair labor practice charge was filed more than six months after the meeting on

September 22. Therefore, it is recommended that this allegation of the complaint should be dismissed.[1]

Unilateral Change

Prior to implementing a change in conditions of employment, an agency is required to provide the exclusive representative with notice of the change and an opportunity to bargain over those aspects of the change that are within the duty to bargain, if the change will have more than a *de minimis* effect on conditions of employment. *See United States Penitentiary, Leavenworth, Kansas*, 55 FLRA 704, 715 (1999). In applying the *de minimis* doctrine, the Authority looks to the nature and extent of either the effect, or the reasonably foreseeable effect, of the change on bargaining unit employees' conditions of employment. *See United States Department of the Treasury, Internal Revenue Service*, 56 FLRA 906, 913 (2000).

The Respondent does not dispute that the reassignment of Vaughn involves conditions of employment, but asserts that the change in this matter is no more than *de minimis* in nature. Having considered the nature and extent of the effect of the reassignment of Vaughn to a Senior Engineer position, I find that the effect on bargaining unit employees' conditions of employment was greater than *de minimis*. Compare *Social Security Administration, Malden District Office, Malden, Massachusetts*, 54 FLRA 531, 546-37 (1998) (reassignment of duties was more than *de minimis* in circumstances where tasks involved would take employee approximately 10 minutes per case to perform, each employee would have 1-2 cases per day to process and the tasks had never before been performed by the employees) with *Department of Health and Human Services, Social Security*

[1] Assuming that the bypass allegation was timely filed, I would find that the Respondent violated the Statute as alleged. In that regard, the Respondent clearly met and discussed conditions of employment with a bargaining unit employee. Such conduct "inherently undermines the status of the Union and constitutes a violation of the Statute." *Lowry AFB*, 42 FLRA at 1239. Such conduct violates section 7116(a)(1) and (5) of the Statute because it interferes with the Union's rights under section 7114(a)(1) of the Statute and also constitutes an independent violation of section 7116(a)(1) of the Statute because it demeans the Union and inherently interferes with the rights of employees to designate and rely on the Union for representation. *U.S. Department of Justice, Bureau of Prisons, Federal Correctional Institution, Bastrop, Texas*, 51 FLRA 1339, 1346 (1996).

Administration, 24 FLRA 403, 408-89 (1986) (reassignment of employee was *de minimis* in circumstances where there was no change in pay or hours, the employee was reassigned to a position she previously held the duties of the reassigned employee remained substantially similar, and there was minimal effect on other employees). While it is true that Vaughn volunteered for the Senior Engineer position, and was not subject to any changes in salary, benefits, or hours of work, there was considerable difference in the distribution of the type of work that he was required to do as he moved from the primarily administrative/managerial position of Project Manager to the technical position of Senior Engineer. Vaughn was no longer responsible for leading a project team, but rather focused his time and efforts on mentoring and assisting electrical engineers throughout the directorate. More importantly, the impact on the remaining bargaining unit employees in the directorate was substantial. In that regard the vacant Project Manager position impacted on the project team, particularly those employees who were temporarily promoted into the position. Although this was a temporary promotion, they continued to be responsible for their regular work. Further the Respondent did not bargain with the Charging Party over the procedures it used in filling the Project Manager position on a temporary basis.

The totality of the evidence regarding the impact of the reassignment of Vaughn from Project Manager to Senior Engineer, persuades the undersigned that the change had a greater than *de minimis* impact and the Respondent's failure to give the Charging Party adequate notice and the opportunity to bargain violated the Statute.

I do not find, however, that the evidence supports a finding that the Respondent separately violated the Statute when it unilaterally changed the procedures by which it filled vacant positions. The evidence shows that prior to Vaughn's placement in the position of Senior Engineer, there was no such position in the Fort Worth directorate, although such positions did exist in other locations. While Respondent reassigned Vaughn without following any of its normal procedures with regard to vacancies, the evidence indicates there was not actually a vacancy. Further, there is no additional evidence to indicate that the Respondent does not intend to follow its established procedures with regard to filling vacancies in the future.

Remedy

With regard to the remedy in this matter, the General Counsel is not seeking a *status quo ante* remedy, but is

requesting a prospective bargaining order. I agree that a prospective bargaining order is the appropriate remedy in this case. The Respondent must therefore fulfill its bargaining obligation under the Statute by bargaining in good faith over the impact and implementation of the change. *United States Department of Housing and Urban Development*, 58 FLRA 33 (2002).

Accordingly, I find that the Respondent violated section 7116(a)(1) and (5) of the Statute when it reassigned Vaughn from the position of Project Manager to Senior Engineer without giving the Charging Party notice and the opportunity to bargain to the extent required by the Statute. I find that the Respondent did not violate section 7116(a)(1) and (5) of the Statute by changing the procedures it used to fill vacancies. Further, I find that the allegation that the Respondent violated section 7116(a)(1) and (5) of the Statute by bypassing the Charging Party and dealing directly with Vaughn was untimely filed under section 7114(a)(4)(A) of the Statute.

Accordingly, it is recommended that the Authority adopt the following:

ORDER

Pursuant to section 2423.29 of the Authority's Rules and Regulations and section 7118 of the Statute, it is hereby ordered that the United States Department of Transportation, Federal Aviation Administration, Fort Worth, Texas, shall:

1. Cease and desist from:

(a) Implementing changes in personnel policies, practices and matters concerning working conditions, including the reassignment of a bargaining unit employee, without giving the National Air Traffic Controllers Association, AFL-CIO, the exclusive representative of unit employees, notice and the opportunity to bargain to the extent required by the Statute.

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

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

(a) Upon request, bargain in good faith with the National Air Traffic Controllers Association, AFL-CIO, to the extent required by law, over changes in the reassignment of a bargaining unit employee from the position of Project Manager to the position of Senior Engineer.

(b) Post at its facilities copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Manager of the Rotorcraft Directorate, Fort Worth, Texas, 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 shall be taken to ensure that such Notices are not altered, defaced or covered by any other material.

(c) Pursuant to section 2423.41(e) of the Authority's Regulations, notify the Regional Director, 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.

IT IS FURTHER ORDERED that the allegation in the complaint that the Respondent violated section 7116(a)(1) and (5) of the Statute by bypassing the Charging Party by dealing directly with a bargaining unit employee with regard to changing his position is hereby dismissed.

Issued, Washington, DC, July 7, 2005

ELI NASH
Chief 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 United States 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 implement changes in personnel policies, practices and matters concerning working conditions, including the reassignment of a bargaining unit employee, without giving the National Air Traffic Controllers Association, AFL-CIO, the exclusive representative of unit employees, notice and the opportunity to bargain to the extent required by the Statute.

WE WILL NOT interfere with, restrain or coerce our employees in the exercise of their rights assured by the Federal Service Labor-Management Relations Statute.

WE WILL, upon request, bargain in good faith with the National Air Traffic Controllers Association, AFL-CIO, to the extent required by law, over changes in the reassignment of a bargaining unit employee from the position of Project Manager to the position of Senior Engineer.

_____
(Agency)

Dated: _____ By: _____
(Signature) (Title)

This Notice must remain 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, LB 107, Dallas, Texas 75202-1906, and whose telephone number is: 214-767-6266.

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION**, issued by ELI NASH, Chief Administrative Law Judge, in Case No. DA-CA-04-0326, were sent to the following parties:

_____

CERTIFIED MAIL AND RETURN RECEIPT **CERTIFIED NOS:**

Nora E. Hinojosa, Esquire **7000 1670 0000 1175 5806**
Charlotte A. Dye, Esquire
Federal Labor Relations Authority
Dallas Regional Office
525 Griffin St., Suite 926, LB 107
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Charles M. de Chateauvieux, Esquire
Labor and Employees Relations Branch
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ASW-16, 2601 Meacham Boulevard
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REGULAR MAIL:

Mr. Rob Romero
NATCA Representative
Aircraft Certification Facility
324 Meadowcrest Road
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Dated: July 7, 2005
Washington, DC