

MEMORANDUM

To: Michael Fanfalone
PASS Executive Board
National and Regional Assistants
SMO Representatives
Kevin Conrad

Fr: Michael Derby, PASS Counsel



Dt: 7/15/99

Re: *ULP Case WA-CA-90176 (Information Request)*

Enclosed herewith is a copy of a Settlement Agreement, a Notice to Employees and a memorandum agreement setting forth a procedure for PASS and the FAA to use whenever requesting information under Section 7114(b)(4) of the Statute. Please carefully review these documents, distribute copies to SSC and branch representatives and feel free to post them on PASS bulletin boards throughout the Agency.

This matter arose out of the Agency's failure to respond in a timely manner to PASS' legitimate request for information under Section 7114(b)(4) concerning radiation exposure by bargaining unit employees. Although the Agency eventually responded to the request, the law requires agencies to do so in a timely manner. As you can see, under the Settlement Agreement, the Agency admitted that it violated the law in connection with the request for information and will have AAF-1, Stan Rivers, sign the Notice to All Employees.

In order to facilitate future information requests, PASS and the FAA have agreed to a procedure to follow whenever making a 7114(b)(4) information request. Please review the enclosed memorandum setting forth the procedure. As you can see, when making a request for information, the procedure requires you to **set forth your particularized need for the information by stating WHY you need the information, for what purpose you intend to use the information, and the connections between the use and your representational responsibilities.**

Once the FAA receives your request, the Agency is required to respond as set forth in paragraph 2 of the procedure **in a prompt and timely fashion.** Prior to filing any unfair labor practice charge over the Agency's alleged failure to comply with the procedure, the Parties are required to meet to discuss their differences. See paragraph 4 of the procedure.

Please feel free to contact me if you have any questions about these documents or if you need any further information.

Encls.

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGION
CASE NO. WA-CA-90176**

FEDERAL AVIATION ADMINISTRATION
(Agency/Respondent)

-AND-

PROFESSIONAL AIRWAYS SYSTEMS SPECIALISTS
(Charging Party/Labor Organization)

**SETTLEMENT AGREEMENT
(AGENCY RESPONDENT)**

The undersigned Agency and the undersigned Charging Party in settlement of the above matter, and subject to the approval of the Regional Director on behalf of the Federal Labor Relations Authority, **HEREBY AGREE AS FOLLOWS:**

- (1) The Agency acknowledges its obligation under section 7114(b)(4) of the Federal Service Labor-Management Relations Statute (Statute) to provide the exclusive representative of its employees with information to which it is entitled under the Statute.
- (2) The Agency acknowledges that, in the above-captioned unfair labor practice complaint, it did not respond, or it did not timely respond to the Union's requests for information in violation of section 7114(b)(4) of the Statute.

POSTING OF NOTICE - The Agency will post copies of the Notice to All Employees referencing Case No. WA-CA-90176, which is attached hereto and made a part of hereof, at all places where it customarily posts notices to employees represented by the Union, throughout Federal Aviation Administration, for a period of at least sixty (60) days from the date of posting. The Agency shall take reasonable steps to insure that such notices are not altered, defaced or covered by any material.

OTHER ACTION TO BE TAKEN - The Notice will be signed by Stanley Rivers, Director of Airway Facilities AAF-1, Federal Aviation Administration.

COMPLIANCE WITH NOTICE - The Agency will comply with all of the terms

and provisions of said Notice.

WITHDRAWAL OF COMPLAINT - In the event the Charging Party fails or refuses to become a party to this Agreement, and if the Regional Director concludes that it will effectuate the policies of Chapter 71 of Title 5 of the U.S.C., the Agreement shall be between the Agency and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 2343.11(b)(2) of the Regulations of the Federal Labor Relations Authority if an appeal is filed within twenty-five (25) days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of an appeal. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case.

PERFORMANCE - Performance by the Agency of the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director or, in the event the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Agency of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE - The undersigned parties to this Agreement will notify the Regional Director in writing what steps the Agency has taken to comply herewith. Such notification shall be made, unless otherwise specifically required, after sixty (60) days, from the date of the approval of this Agreement, or, in the event the Charging Party does not enter into this Agreement, after the receipt of advice that no appeal has been filed or that the General Counsel has sustained the Regional Director.

COMPLIANCE WITH SETTLEMENT AGREEMENT - Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above case.

FEDERAL AVIATION ADMINISTRATION
(Agency/Respondent)

Rufus Beatty
By: Agency Representative
Type or print name and title.

Date: 7/12/99

/s/ Rufus Beatty
Signature

PROFESSIONAL AIRWAYS SYSTEMS
SPECIALISTS (PASS)
(Charging Party/Labor Organization)

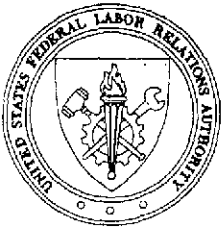
Michael Derby, PASS Counsel
By:
Type or print name and title.

Date: 7/12/99

/s/ Michael Derby
Signature

Approved: 7/12/99
Date

By: /s/ Michael W. Doheny
Michael W. Doheny, Regional Director



NOTICE TO ALL EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
FEDERAL LABOR RELATIONS AUTHORITY

WE WILL respond in a timely manner to requests for information made under section 7114(b)(4) of the Federal Service Labor-Management Relations Statute (Statute).

WE WILL furnish to the Professional Airways Systems Specialists, the exclusive representative of certain of our employees, information requested under section 7114(b)(4) of the Statute to which it is entitled, in a timely manner.

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

Federal Aviation Administration

(Agency or Activity)

Dated _____ By _____
(Signature) *(Title)*

Stanley Rivers, Director of Airway Facilities AAF-1

THIS IS AN OFFICIAL NOTICE

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 question concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director for the Federal Labor Relations Authority whose address is:

Federal Labor Relations Authority
Washington Regional Office
Tech World Plaza North
800 K Street, N.W. Suite 910

**FEDERAL AVIATION ADMINISTRATION (FAA) AND PROFESSIONAL AIRWAYS
SYSTEMS SPECIALISTS (PASS)**

**AIRWAY FACILITIES (AF) PROCEDURE FOR PROCESSING INFORMATION
REQUESTS UNDER SECTION 7114(B)(4) OF THE FEDERAL SERVICE LABOR-
MANAGEMENT RELATIONS STATUTE (STATUTE)**

This Memorandum of Understanding constitutes the procedure for processing information requests under section 7114(b)(4) of the Statute. This Memorandum reaffirms the FAA and PASS's commitment to a settlement agreement signed April 15, 1996, between PASS and the FAA.

1. PASS, the Union, will forward all requests for information made pursuant to section 7114(b)(4) of the Statute to the appropriate designated AF contact. The Union's request for information will set forth its particularized need for the information by articulating, with specificity, why it needs the requested information, for what purpose it intends to use the information, and the connection between those uses and its representation responsibility under the Statute.
2. Once the FAA receives the Union's request for information, it will, in writing, either: (a) acknowledge receipt of the Union's request, propose a reasonable time period for providing the information and identify the person(s) responsible for processing the request, or (b) acknowledge receipt of the Union's request and ask for a clarification of the request if the request is unclear or (c) if the FAA determines that it has countervailing interest against disclosure of the requested information, it will notify the Union of its reasons for not providing the information. The FAA will respond to the Union's request for information in a prompt and timely fashion, taking into consideration the FAA's workload and the Union's need for the information to file a grievance. The FAA agrees that the Union's contractual time limitations for filing a grievance will not begin until after the Union has either received the information or received a response from the FAA indicating that the information will not be provided.
3. In the event that there are several information requests pending at the same time, and the FAA determines that it is unable to timely respond, the FAA will promptly notify the Union of this fact, in writing, and request that the Union submit a written list prioritizing its requests for information. The FAA and the Union will discuss the priority for processing the requests. Based on the priority list, the FAA will notify the Union, in writing, of an approximately date on which it will provide the information.

4. If the Parties cannot resolve the information disputes using the procedures set forth in paragraphs 1 - 3, the parties shall meet to discuss such disputes in an attempt to resolve disputes prior to the filing of an unfair labor practice charge.
5. The Parties shall apply the procedures set forth in paragraphs 1 - 4 to all future information requests made by the Union in the AF unit pursuant to section 7114(b)(4) of the Statute.
6. In approximately one hundred and twenty (120) days from the date of this agreement, the parties will evaluate the procedure set forth in paragraphs 1-4 and negotiate any necessary improvements, changes and/or additions to said procedure.
7. The FAA will distribute copies of this Memorandum of Understanding concerning the AF Procedure for Processing Information Requests Under Section 7114(b)(4) of the Statute to each of its SMO offices and regional division managers and the SMO office and regional representatives of the Union.
8. Any dispute regarding the interpretation or application of this agreement shall be resolved in accordance with the grievance procedure set forth in the Parties' collective bargaining agreement.
9. By entering into this agreement, the FAA and the Union do not waive any rights or obligations that they may have under the Statute.
10. This agreement contains the entire understanding of the Parties as to the AF Procedure for Processing Information Requests Under Section 7114(b)(4) of the Statute. No modification or waiver of any of its terms of agreement shall be valid unless it is made in writing and executed by both Parties.

1st *[Signature]* (title) *Asst. Dir.*
Federal Aviation Administration

7/12/99
(date)

1st *[Signature]* (title) *PASS Counsel*
Professional Airways Systems Specialists

7/12/99
(date)

[Signature] 7/12/99
John Reilly 472-300
Page 2 of 2