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Human Resource Mgmt RWP 1 310 725 6834

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AGREEMENT

Between


The Federal Aviation Administration, Central Region


And

The National Air Traffic Controllers Association, AFL-CIO

In order to resolve grievance number NC-WP-05-0416-~~0000~~-03 and to promote a harmonious working relationship between the Federal Aviation Administration (FAA), hereinafter referred to as the "Agency," and the National Air Traffic Controllers Association (NATCA), hereinafter referred to as the "Union," and collectively referred to as the "Parties," the following is agreed to:

1. The Agency shall rescind the five-day suspension imposed upon ~~Mr. [REDACTED]~~, Air Traffic Control Specialist, ~~Mr. [REDACTED]~~ Airport Traffic Control Tower, for using inappropriate language, which was abusive and insulting to an employee of United Airlines.
2. The Agency will make Mr. ~~[REDACTED]~~ whole for the five-day suspension served in July of 2005. This shall include, but not be limited to, back pay, interest, and all applicable differentials as provided for in the Parties' Collective Bargaining Agreement and 5 U.S.C. 5596, the Back Pay Act.
3. In lieu of the five-day suspension, the Agency will issue a letter of reprimand to Mr. ~~[REDACTED]~~, effective June 30, 2005. The Parties recognize that, in accordance with the Parties' negotiated agreements and practice, this letter of reprimand will not be placed in Mr. ~~[REDACTED]~~'s official personnel file due to the fact that the date of its issue is more than two years from the date of this agreement.
4. The Union agrees to withdraw grievance number NC-WP-05-0416-~~0000~~-03 and will consider all matters concerning this grievance settled and the matter closed.
5. The Terms of this Agreement will not establish any precedent, nor will the Agreement be used as a basis by the Parties, or any representative organization, to seek or justify similar terms in any subsequent case.
6. This Agreement constitutes the complete understanding between the Parties. No other promises or agreements shall be binding unless signed by all the Parties.
7. The Parties further agree that this Agreement may be used as evidence in a subsequent proceeding in which either of the Parties alleges a breach of the Agreement. The Parties further agree that if one of the Parties does not carry out, or rescinds, any action specified by the terms of this Agreement for any reason not attributable to the acts or conduct of the other Party, the other Party may, upon written request, reinstate the grievance for further processing or they may pursue any other legal remedy to which they may be entitled.


 Kevin Sills
 Labor Relations Representative
 NATCA

 8-20-07
 for Teri Bristol
 A/Director, Western Terminal Service Area
 FAA

F10-8248 REMAND
 RCVD 10-19-11
 [ITEM # 7]



U.S. Department
of Transportation
Federal Aviation
Administration

[REDACTED] Traffic Control Tower [REDACTED]

May 5, 2005

[REDACTED] CPC
[REDACTED] Traffic Control Tower (ATCT)
[REDACTED]

Dear [REDACTED]

This is notice that I propose to suspend you for five (5) consecutive calendar days from your position as an Air Traffic Control Specialist, AT-2152-FH, at the [REDACTED] no sooner than 30 calendar days from receipt of this notice for using inappropriate language, which was abusive and insulting to an employee of United Airlines. This proposal is made for such cause as will promote the efficiency of the service.

Background: On approximately January 3, 2005, we received a pilot report concerning an incident that took place on December 28, 2004. On that date, you were assigned Controller-In-Charge (CIC) and working Local Control (LC) which was, at the time, combined with Cab Coordinator, Ground Control and Flight Data Clearance Delivery. The conditions were IFR with moderate to heavy precipitation and light icing.

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According to the report, United Airlines (UAL) 1443 contacted the tower when they were inside of the final approach fix "Narod." You instructed the pilot to sidestep to runway 8R, and the pilot responded that they were unable to sidestep. You then told the pilot to "make some wide S-turns" then changed it to "make a left 360." According to the pilot, all he could see was a black hole due to low clouds obscuring the mountains, so he responded "unable." When the aircraft descended to a lower altitude, the pilot advised you he could see the runway good enough to sidestep. You went ahead and cleared the aircraft to land on 8 R. You then cleared a Southwest aircraft for takeoff on 8L.

Specification: When UAL 1443 landed, the pilot asked why he was asked to do a 360 on final just to let someone else takeoff. You said that it was your discretion and that you could do whatever you wanted. The pilot asked for the tower phone number and later called the facility. After the pilot initially identified himself, you said to him, "What the hell is wrong with you, you fucking asshole. You'll do what I tell you to." You asked the pilot for his name, and told him if he wanted your name to call the company. You then called him a fucking asshole several more times before the pilot ended the phone conversation. According to the pilot, you were not able to carry on a rational conversation.

I discussed the circumstances, which make this action necessary, with you and your union representative on January 12, 2005. During this conversation you stated that you were upset with the pilot because he was not helpful when you initially switched the aircraft to RY8R. You also thought that the aircraft was able to switch runways because the conditions were VFR, you

could see the aircraft, and other pilots had been able to switch to RY8R. You denied using any abusive language towards the pilot.

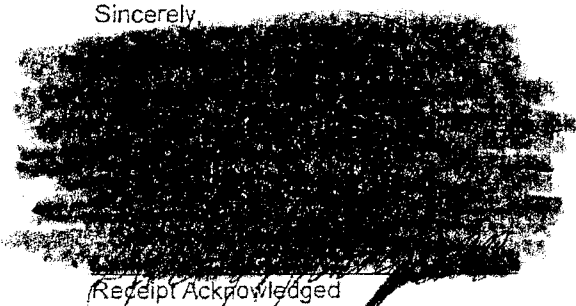
In choosing this proposed penalty, I have relied on the following factors:

1. Past satisfactory performance.
2. All employees are expected to exercise courtesy and tact at all times in dealing with fellow workers, supervisors, contract personnel and the public.
3. All employees are responsible for conducting themselves in a manner that will ensure that their activities do not reflect discredit on the FAA.
4. Review of the communication tape revealed that you did appear to be very upset and unprofessional in subsequent communications with the pilot. Nothing on the communication tape revealed that the pilot comments influenced or coerced you to act in the unprofessional manner that you did. This led me to believe the written statement of the pilot of United Airlines Flight 1443 was not fabricated or exaggerated.
5. The FAA Table of Penalties permits a letter of reprimand to a 14-day suspension for use of language or remarks that are insulting and abusive.

The material relied on to support this action is available for review at the [redacted]. If you wish to review this material, please contact me. Provided you are otherwise in a duty status, you and your representative, if an FAA employee, will be given up to 8 hours of duty time to review this material and prepare a reply.

You may respond to this notice personally, in writing or both and furnish affidavits and other documentary evidence in support of your answer within 15 calendar days from the date you receive this letter. Full consideration will be given to any reply that you submit. In making this response, you have the right to be represented by a representative of your choosing. As soon as possible after your reply is received, or after expiration of the 15 calendar day limit, if you do not reply, I will issue a written decision on the proposed suspension.

Sincerely,



[Redacted signature]

Receipt Acknowledged

5/15/05
Date

cc: AWP-16, AWP-540, [redacted]