

Jeff Lewis
Glen A Rotella
AWP-010, Human Resource Management Office

to: Andy Richards

04/17/2008 10:16 AM

Andy,

Per our discussion I have proposed a settlement (ULP) with the FLRA and Jeff Lewis. I have attached a copy. Item # 2 requires you to provide Mr. Lewis a letter explaining his current employment status regarding admin. leave. The intent is that the letter will state when he was placed on admin. leave, any reporting requirements while on admin. leave, and any other expectations the Agency may have of him. If a decision has been made of when he is to return to work or what he may expect next, that would be good to add. I am requesting that this letter be prepared and delivered as soon as possible. If an e-mail copy could be sent to Mr. Lewis it would be helpful. His e-mail is lsjef@yahoo.com.

Let me know of any concerns or problems.



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Glen Rotella
AWP-16

F11-0319WS
Rcvd 4/25/11



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region

P. O. Box 92007
Los Angeles, CA 90009-2007

April 11, 2008

Mr. Jeffery Lewis
5321 Sonoma Drive Apt # 3
Pleasanton, CA 94566

Mr. Lewis,

Enclosed you will find 2 copies of the agreement we discussed. Please review and sign if you agree. If you feel the need to change an item give me a call and we will go over it together. I have signed both copies but did not include a date. When you sign and date it you may place the date next to my signature. as this date will be used in #3. Once signed return a copy to me in the envelope supplied.

The following is an explanation of intent of each action item:

- 1) A restoration of 72 hours of sick leave will be made to your leave balance. This restoration is to cover the period time claimed in grievance (NC) 07-6398-CCR as forced sick leave.
- 2) An agency letter will be delivered to you explaining that you are currently being carried on administrative leave. This letter should state the date you were placed on administrative leave and include any reporting procedures or expectations.
- 3) The date you sign the agreement you will have 20 calendar days to file a new grievance over the issues we discussed. Those issues are limited to actions at Concord Tower concerning leave issues and Medical exam payment. When a grievance is filed within this 20-day period the Agency will not rule the grievance as untimely and agrees to process the grievance in accordance with the contract provisions.
- 4) This agreement when signed will be used to withdraw the ULP.
- 5) Signing the agreement closes and resolves the grievance issues.

It should also be understood that failure of either party to live up to any part of the agreement would void the agreement.

Glen Rotella
Labor Relations
FAA
310-725-7808

F11-0319WS
Rcvd 4/25/11

Settlement Agreement

This agreement is entered into by Mr. Jeffery Lewis, Air Traffic Controller at Concord Tower, and the Federal Aviation Administration (FAA). This agreement is intended to settle grievance number (NC) 07-63982-CCR and thereby withdraw Unfair Labor Charge (ULP) number SF-CA-08-0087.

The parties agree to the following actions:

- 1) The Agency (FAA) will restore seventy-two (72) hours of sick leave to Mr. Jeffery Lewis leave balance.
- 2) SFO Hub Manager Andy Richards, will issue Mr. Jeffery Lewis a letter explaining his current employment status with regards to his administrative leave.
- 3) Mr. Jeffery Lewis shall have twenty (20) calendar days, from the signing of this agreement, to file a new grievance concerning other leave issues and payment for Agency ordered Medical examination that occurred while employed at Concord Tower (CCR). The Agency agrees not to raise a timeliness issue if filed within this time period.
- 4) Mr. Jeffery Lewis will withdraw Unfair Labor Charge (ULP), number SF-CA-08-0087, upon signing this agreement.
- 5) Mr. Jeffery Lewis will consider grievance number (NC) 07-63982-CCR as resolved with the restoration of seventy-two (72) hours of sick leave.

This agreement constitutes the complete understanding between the parties and no other promises or agreements shall be binding unless signed by all the parties. This agreement shall not set any precedent and does not constitute an admission by any party of any violation of any federal law, rule, or regulation.

By entering and signing this agreement the parties consider the matters raised in grievance number (NC)-07-63982-CCR and unfair labor charge number SF-CA-08-0087 resolved. The parties retain all rights granted to them by law, rule, regulation, and/or contract.

Jeffery Lewis (date)

Glen Rotella FAA (date)

Cc: Hamid Ghaffari NATCA RVP
Pamela Richards FLRA

F11-0319WS
Rev'd 4/25/11