

AGREEMENT
Between
The Federal Aviation Administration, Western Pacific Region
And
The National Air Traffic Controllers Association, AFL-CIO

revd
12/17/08

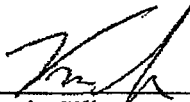
In order to resolve grievance # 17042 concerning the five-day suspension of [REDACTED] from his position as an air traffic control specialist at the [REDACTED] Air Traffic Control Tower and to promote a harmonious working relationship between the Federal Aviation Administration (FAA), hereinafter referred 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 reduce the five consecutive calendar day suspension to a two-consecutive calendar day suspension upon [REDACTED] Air Traffic Control Specialist, [REDACTED] Airport Traffic Control Tower, for failing to report an operational error on August 24, 2004.
2. The Agency will issue a two-consecutive calendar day suspension to the grievant ([REDACTED]) with an effective date of April 23, 2005.
3. The Parties agree that this suspension will be served on the grievant's regularly scheduled days off.
4. There will be no loss of pay associated with the two-day suspension.
5. The Parties also agree that all references to the two-day suspension shall be removed from his Official Personnel Folder effective January 1, 2009.
6. The Agency will make the grievant whole for the three days he served for the original suspension date.
7. The Union agrees to withdraw grievance number NC-05-17042-[REDACTED], concerning [REDACTED]'s five-day suspension and will consider all matters concerning this arbitration settled and the matter closed.
8. The Parties will equally share the costs associated with the cancellation of the arbitration.
9. 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.
10. This Agreement constitutes the complete understanding between the Parties. No other promises or agreements shall be binding unless signed by all the Parties.

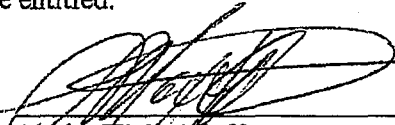
Item 7

F10-8248 REMAND
RCVD 10-19-11
ITEM # 9

11. This Agreement does not constitute an admission by any of the Parties of any violation of any federal law, rule or regulation.
12. 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.


12-12-08

Kevin Sills
Labor Relations Representative
NATCA


12/15/08

Aletha Hicks-Moffatt
Human Resource Specialist
Labor Relations
FAA