

From: Mark Wilson <mwilson@natcad.org>
Date: Fri, Feb 10, 2012 at 1:56 PM
Subject: FW: Proposed Settlement and adjusted CASTLE records
To: Jeff Lewis <reformfaanow@gmail.com>
Cc: Jay Barrett <rkmedez@gmail.com>

Draft, still needs to be fixed somewhat

From: Aletha.Hicks-Moffatt@faa.gov [mailto:Aletha.Hicks-Moffatt@faa.gov]
Sent: Friday, February 10, 2012 12:36 PM
To: James Barrett
Cc: Bobby.D.Rodriguez@faa.gov; Mark Wilson; Jay Barrett
Subject: Re: Proposed Settlement and adjusted CASTLE records

Here you go.

Aletha Hicks-Moffatt
Branch Manager
Labor and Employee Relations, AWP-16
Western Pacific
Office of Human Resource Management
[310 725-7820](tel:3107257820)
FAX: [310 725-6834](tel:3107256834)
[Click here to provide feedback on my service](#)

From: James Barrett <jaybarrett5@me.com>
To: Aletha Hicks-Moffatt/AWP/FAA@FAA
Cc: Bobby D Rodriguez/AWP/FAA@FAA, Mark Wilson <mwilson@natcad.org>, Jay Barrett <rkmedez@gmail.com>
Date: 02/10/2012 08:24 AM
Subject: Re: Proposed Settlement and adjusted CASTLE records

Thank you very much.

Sent in solidarity from Jay's ☐ iPad2.

On Feb 10, 2012, at 11:11 AM, Aletha.Hicks-Moffatt@faa.gov wrote:

I will have it scanned and sent for Bobby. **@ 8:11AM**

From: James Barrett <jaybarrett5@me.com>
To: Bobby D Rodriguez/AWP/FAA@FAA
Cc: Mark Wilson <mwilson@natcadc.org>, Jay Barrett <rkmedez@gmail.com>, Aletha Hicks-Moffatt/AWP/FAA@FAA
Date: 02/09/2012 04:20 PM
Subject: Re: Proposed Settlement and adjusted CASTLE records

I don't have an attachment.

Sent in solidarity from my iPhone.

On Feb 9, 2012, at 6:48 PM, Bobby.D.Rodriguez@faa.gov wrote:

Gentlemen,

@ 3:48pm

Attached to this e-mail you will find a settlement proposal which I drafted after my conversation with Mr. Wilson earlier today regarding the upcoming arbitration in Daly City. If it is acceptable, sign it and return to me by scan or fax. Additionally, I have attached a copy of the CASTLE records reflecting the recent adjustments for the time period in which Mr. Lewis was in a S/L, A/L and LWOP status in 2007. These records include the original status as well as the recent change of status/adjustments.

If you have any questions or concerns regarding the content of this settlement please contact my Manager, Ms. Aletha Hicks' Moffatt at [310-725-7820](tel:310-725-7820), as I will not be in the office on Friday, February 10, 2012.

Thank you,

Bobby Rodriguez
FAA Labor / Employee Relations Specialist
AWP - 16
Western-Pacific Region
Phone [310-725-7840](tel:310-725-7840)
FAX [310-725-6834](tel:310-725-6834)

[Grievance Settlement of 08 79364 CCR.pdf](#)
602K [View](#) [Download](#)

In the Matter of Arbitration between:

National Air Traffic Controllers)
Association (AFL-CIO))
Union)
)
And)
)
)
Federal Aviation Administration,)
Agency)
_____)

Grievant: Lewis, Jeffery
Grievance # NC-08-79364-CCR

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") represents a complete understanding between the National Air Traffic Controllers Association, AFL-CIO, ("NATCA" or "the Union") and the Federal Aviation Administration ("FAA" or "the Agency"), collectively known as "the Parties." Based solely upon the specific fact circumstances of the case cited here within, and without prejudice to either party's position, it has been mutually agreed upon by the parties to settle all matters and issues pertaining to the Grievance filed under case #NC-08-79364-CCR. As such, the parties have mutually agreed to the following:

Section 1: Management will convert all leave charged to the Grievant during the time period of April 29, 2007 to August 29, 2007, into a paid Administrative Leave status. This conversion will include all sick leave, credited hours, annual leave hours as well as any hours charged to the Grievant as Leave Without Pay, LWOP.

Section 2: Upon the execution of this agreement, the Agency will provide the Union copies of all adjusted Time and Attendance records for the time period of April 29, 2007 to August 29, 2007, reflecting the conversion of leave has as stated in section 1 above.

Section 3: The conversion of leave hours will result in a restoration sick leave hours that were utilized by the Grievant during the time period of April 29, 2007, and August 29, 2009. This action will result in the appropriate payment per Article 25 Section 14 of the 2006 Collective Bargaining Agreement.

SETTLEMENT AGREEMENT

Grievant: Lewis, Jeffery
Grievance # NC-08-79364-CCR

Section 4: This lump sum payment will be processed and disbursed to the Grievant by the Department of Interior, D.O.I. in accordance with all applicable laws, rules, regulations, policies and procedures.

Section 5: The parties further agree that the Agency will reimburse the Grievant for all the cost associated with his April 2007 psychological evaluation including the associated travel cost. This amount will total \$1900.00.

Section 6: The parties of this agreement recognize any tax liability resulting from payments pursuant to this agreement is the sole responsibility of the aggrieved person.

Section 8: The parties agree that the Grievant will provide to the agency his banking information within 20 days of the execution of this settlement. This information is necessary in order to process this reimbursement accordingly with section 5 of this agreement.

Section 9: The parties recognize the execution date of this agreement is the date the parties have signed this agreement.

Section 8: The parties agree that this settlement is non precedential setting and may not be cited or used as comparison in any other grievance or administrative forum regarding other current or former employees. However, this settlement agreement may be introduced by either party as proof of settlement to all issues involved in Grievance # NC-08-79364-CCR.

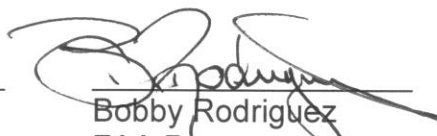
Section 10: After executing this Agreement, the grievance filed under # NC-08-79364-CCR, concerning the Grievant shall be withdrawn by the Union from the grievance/arbitration procedure.

Section 11: This agreement constitutes full and complete settlement of all issues in any forum, as it relates to all matters associated with the Grievant during the time period of February 16, 2007 to August 30, 2007.

Section 12: The parties declare that the terms of this agreement have been completely read, are fully understood, and are voluntarily accepted.

James Barrett
NATCA Representative

Date



Bobby Rodriguez
FAA Representative

2/9/2012

Date

Mr. Jeffery Lewis
Grievant

Date