

{In Archive} Proposed Settlement and adjusted CASTLE records

Bobby D Rodriguez to: Mark Wilson, Jay Barrett

02/09/2012 03:48 PM

Cc: Aletha Hicks-Moffatt

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Mgt. Signed Settlement of 08-79364 CCR.pdf



Adjusted CASTLE Records.pdf

Gentlemen,

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, 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  
FAX 310-725-6834

**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 February 16, 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 February 16, 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 February 16, 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

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**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 7:** In order to reimburse the Grievant, as agreed upon in section 5 of this "Agreement," the Grievant will provide his social security number and current mailing address to the Agency within 20 days of the execution of this settlement.

**Section 8:** The parties recognize the execution date of this agreement is the date the parties have signed this agreement.

**Section 9:** 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:** Upon executing this Settlement Agreement ("Agreement"), the grievance filed under # NC-08-79364-CCR, concerning the Grievant, shall be withdrawn by the Union from the grievance/arbitration procedure. Failure to withdraw this grievance as agreed upon will result in a breach of this Agreement and void the any of the agreed upon items contained herein.


**Section 11:** The Grievant will be provided an opportunity to submit a self prepared written statement as a request to amend any specific record or material maintained in his e-OPF relative to the issues outlined in Grievance # NC-08-79364-CCR. The Grievant' request to amend his records will be in accordance with all applicable rules, regulations, provisions and laws set forth by the governing agency responsible for all matters relative to a former employee's e-OPF, the Office of Personnel Management. This request shall be submitted to the Deputy Associate Director, Office of the Chief information Officer, Office of Personnel Management, 1900 East Street, NW, Room 7439, Washington DC. 20415-6000.

SETTLEMENT AGREEMENT


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**Section 12:** 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 13:** The parties declare that the terms of this agreement have been completely read, are fully understood, and are voluntarily accepted.

  
James Barrett  
NATCA Representative

2/13/12  
Date

  
Bobby Rodriguez  
FAA Representative

2/13/2012  
Date 2012