

{In Archive} Re: Revised Settlement  
James Barrett to: Bobby D Rodriguez  
Cc: Mark Wilson, Aletha Hicks-Moffatt

02/13/2012 12:46 PM

History: This message has been replied to.  
Archive: This message is being viewed in an archive.  
1 attachment

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Thru  
74.

  
Signed Settlement 2012\_02\_13.pdf

Bobby

Please find attached the signed settlement agreement. You dated your signature 2013.  
Please consider this matter settled.

Jay

Jay Barrett

NATCA Arbitration Advocate

MIA

305-594-7401

rkmedez@gmail.com

On Feb 13, 2012, at 3:08 PM, Bobby.D.Rodriguez@faa.gov wrote:

Gentleman, <sup>1</sup> c1208

Thank you for your response and I will look forward to receiving the signed copy of the Settlement. As such, I will send Arbitrator Lindauer a message advising him of the resolution of this grievance.

Thank you,

Bobby Rodriguez  
FAA Labor / Employee Relations Specialist  
AWP - 16  
Western-Pacific Region  
Phone 310-725-7840  
FAX 310-725-6834

F12-7293WP  
Rcvd 11/21/12

----- Forwarded by Bobby D Rodriguez/AWP/FAA on 02/13/2012 12:08 PM -----

From: Mark Wilson <mwilson@natca.org>  
To: Bobby D Rodriguez/AWP/FAA@FAA

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## SETTLEMENT AGREEMENT

2

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 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

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

**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 Barnett  
NATCA Representative

2/13/12  
Date

  
Bobby Rodriguez  
FAA Representative

2/13/2012  
Date 2012

Cc: Aletha Hicks-Moffatt/AWP/FAA@FAA, Jay Barrett <rkmedez@gmail.com>  
Date: 02/13/2012 11:41 AM  
Subject: RE: Revised Settlement

Bobby:

Jay is out of the office at the moment and will be signing the settlement and forwarding it to you shortly.

I think it would be safe to notify the arbitrator that the case has been resolved.

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From: Bobby.D.Rodriguez@faa.gov [mailto:Bobby.D.Rodriguez@faa.gov]  
Sent: Monday, February 13, 2012 2:34 PM  
To: Mark Wilson  
Cc: Aletha.Hicks-Moffatt@faa.gov; Jay Barrett  
Subject: RE: Revised Settlement

@1134

James and Mark,

Since Jay is the identified 1st chair advocate for this subject matter, please have Jay contact me regarding all outstanding issues regarding the Lewis grievance so that I may speak directly to the Advocate in charge.

Nevertheless, in order to provide clarification regarding the conversion of leave subject matter here is that clarification: Whatever leave that was utilized by Mr. Lewis during the identified time period of: February 16, 2007 through August 29, 2007, (including S/L, A/L, LWOP, Credited Hours) will be replaced by paid Admin Leave. As such, I have been informed this action will result in a payment to the Grievant for whatever A/L, LWOP or Credited Leave hours that were converted into paid Admin Leave since since he is now retired.

In regards to the reimbursement issue, give me a call so that we may discuss that subject matter further.

Thank you,

Bobby Rodriguez  
FAA Labor / Employee Relations Specialist  
AWP - 16  
Western-Pacific Region  
Phone 310-725-7840  
FAX 310-725-6834

From: Mark Wilson <mwilson@natcadc.org>  
To: Bobby D Rodriguez/AWP/FAA@FAA, Jay Barrett <rkmedez@gmail.com>  
Cc: Aletha Hicks-Moffatt/AWP/FAA@FAA  
Date: 02/13/2012 10:23 AM  
Subject: RE: Revised Settlement

Bobby:

I just want to memorialize our agreement that the annual leave, credit hours and LWOP hours will also be paid. The reference to sick leave is due to the differing treatment (paid at 40%) only and not a limitation on the other paid leaves.

I also request that you make sure that the payment of the \$1900 is NOT treated as wages. It is a reimbursement and should not be taxed at all.

Thanks

From: Bobby.D.Rodriguez@faa.gov [mailto:Bobby.D.Rodriguez@faa.gov]  
Sent: Monday, February 13, 2012 1:12 PM  
To: Jay Barrett; Mark Wilson  
Cc: Aletha.Hicks-Moffatt@faa.gov  
Subject: Revised Settlement

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2/10/12

James and Mark,

Here is the revised settlement reflecting a signature for Mr. James Barrett as we discussed during our earlier conversation. Also, please be advised item #1 of this settlement contains language that states the Agency will convert "all leave" charged to the Grievant into "PAID" Admin Leave. This item also reflects the conversation includes all applicable leave.

Therefore, since Management is converting "ALL" the Grievant leave for the time period of February 16, 2007 through August 29, 2007, into a "PAID" admin leave status, this should resolve any issues or concerns regarding the conversation of his leave and results of that conversion.

Here is the language from item #1 of the Settlement Agreement.

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.

If you have any questions or concerns regarding this subject matter, please call me so that we may discuss them further.

Thank you,

Bobby Rodriguez  
FAA Labor / Employee Relations Specialist

