

SETTLEMENT AGREEMENT
Between the Professional Aviation Safety Specialists (AFL-CIO)
And the
Federal Aviation Administration

LITIGATION

On June 5, 2007, the Professional Aviation Safety Specialists (AFL-CIO) (PASS) filed a grievance¹ against the Federal Aviation Administration (Agency) (hereinafter the Parties) alleging a violation of Article 41, Section 4, of the Parties' July 2, 2000, Collective Bargaining Agreement (CBA). On July 10, 2008, the Parties conducted an arbitration hearing before Arbitrator Shyam Das (Arbitrator Das), and on February 15, 2009, Arbitrator Das issued an award (the Award) ordering the Agency to:

- 1) Cease and desist refusing to recognize and enforce Article 41, Section 4, and to henceforth comply with that provision of the CBA;
- 2) Make whole all employees adversely affected by the Agency's repudiation through the payment of back pay, interest, and the reimbursement of attorney's fees to the extent provided by law; and
- 3) Post a written Notice to All Employees in all FAA facilities where bargaining unit employees (BUEs) work, acknowledging the Agency's breach of the CBA and ULP, and confirming that Article 41, Section 4 is applicable and will be observed and enforced by the Agency for the full term of the CBA.

On March 16, 2009, the Agency filed exceptions to the Arbitrator's award with the Federal Labor Relations Authority (FLRA) and PASS filed oppositions thereafter.² On November 10, 2009, the Agency filed a supplement to the Agency's March 16, 2009, exceptions and PASS filed an opposition to the supplement thereafter.

SETTLEMENT TERMS

In order to resolve GETS 64635 and O-AR-4498 (the Litigation), the Parties hereby agree to the following:

1. This Settlement Agreement (Agreement) constitutes the entire Agreement between the Parties and the full and complete settlement of the Litigation between PASS and the Agency.
2. The Agency's execution of this Agreement constitutes its withdrawal of the Agency's exceptions and the supplement to the Agency's exceptions filed in FLRA Case Number O-AR-4498.
3. PASS's execution of this Agreement constitutes withdrawal of its opposition to the Agency's exceptions and its opposition to the supplement to the Agency's exceptions in FLRA Case O-AR-4498.
4. PASS's execution of this Agreement constitutes waiver of enforcement of the portion of the Award that provides for interest on back pay to adversely affected employees.
5. PASS's execution of this Agreement constitutes waiver of enforcement of the portion of the Award that requires posting a written Notice to All Employees in all FAA facilities where bargaining unit employees (BUEs) work, acknowledging the Agency's breach of the CBA and ULP, and confirming that Article 41, Section 4, is applicable and will be observed and enforced by the Agency for the full term of the CBA.

¹ Case Number GETS 64635

² FLRA Case O-AR-4498

6. In consideration for PASS's waivers described in paragraphs four (4) and five (5) of this Agreement, the Agency agrees to make whole, excluding interest, all eligible² BUEs who can demonstrate they were adversely impacted by the Agency's revocation of Article 41, Section 4 of the CBA. The make whole remedy will be made pursuant to the authority of the Agency's Personnel Management System (PMS).
7. Pursuant to the authority of the PMS and upon receipt of appropriate supporting information, the Agency agrees to pay reasonable attorney's fees in an amount agreed to by the Parties.
8. In consideration for the Agency's payment described in paragraph seven (7) of this Agreement, PASS hereby waives and releases the Agency from any and all claims for additional attorney's fees whenever and however incurred, arising from the Litigation. This waiver does not apply to grievances filed after the date of this Settlement Agreement.

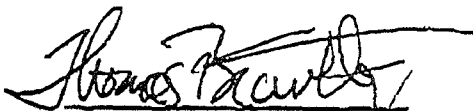

ELIGIBILITY

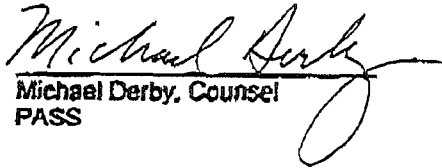
In order to be eligible, potential claimants must demonstrate that during the period between May 2007 and the date of execution of this Agreement they are: A) current PASS Technical Operations BUEs covered by the CBA and B) they were involuntarily directed off from work on an in-lieu-of holiday during the eligibility period. In order to identify potential claimants, the Parties agree to the following:

9. Within ten (10) business days of the execution of this Agreement, the Parties will agree on the contents of a broadcast message and, once agreed on, the Agency will promptly send it to current PASS Technical Operations BUEs through the FAA e-mail system. The message will inform the BUEs that they may submit a claim for back pay under the Settlement Agreement. The message will also provide the name and contact information for the PASS representative designated to receive information from claimants. The broadcast message will contain a summary of the Litigation and state that grievances that they previously filed alleging a violation of Article 41, Section 4, of the CBA will be treated as claims submitted under this Settlement Agreement, provided they are otherwise eligible under the terms of this Settlement Agreement.
10. BUEs who did not previously file a grievance or who have a claim not covered by a previously filed grievance will have a sixty (60) calendar day period commencing on the date of the broadcast message to submit information to demonstrate that they are eligible for payment under this Settlement Agreement. This evidence must be sent to the PASS representative designated in the broadcast message no later than the date specified in the broadcast message. After the sixty (60) calendar day period, no further claims shall be accepted from BUEs for review, unless mutually agreed by the Parties.
11. Within twenty (20) days of the close of the sixty (60) day period described in paragraph ten (10) of this Settlement Agreement, the PASS representative shall provide the Agency representative copies of all information and evidence submitted by BUEs in support of their claims.
12. Within ten (10) business days after the PASS representative transmits the claimant evidence to the Agency representative, the Parties will formulate a workgroup consisting of equal numbers of Agency and PASS representatives. The workgroup will determine which BUEs are eligible for payment. When making its determinations, the workgroup may request additional information from claimants and/or Agency officials regarding a submitted claim. Except for the the provisions of paragraph sixteen (16), the workgroup's eligibility determinations are final.

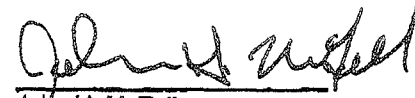
² Eligibility will be determined in accordance with the terms specified in this Agreement.

13. Any claimant eligibility disputes that the workgroup cannot resolve will be referred to the PASS President and the Executive Director of Labor and Employee Relations, or their designee(s), for resolution.
14. Within thirty (30) days of the workgroup's final eligibility determinations, and/or resolution of any workgroup eligibility disputes, the Agency shall forward a list of all eligible employees to the Department of the Interior for payment processing.
15. Within thirty (30) days of the workgroup's final eligibility determinations, and/or resolution of any workgroup eligibility disputes, employees who are found to be ineligible for payment shall be informed in writing by the workgroup.
16. If the workgroup or the officials listed in paragraph thirteen (13) are unable to make a determination based on the available information, the employee may file a grievance under the negotiated grievance procedure.
17. PASS's execution of this Agreement constitutes PASS's waiver of its right to file a grievance or otherwise appeal any workgroup eligibility determinations.
18. Any timeframe specified in this Agreement may be extended by mutual written agreement of the Parties.
19. The disposition of these claims does not establish any precedent with regard to the handling of future grievances or complaints.
20. Neither this Agreement, nor any term(s) herein, may be used as a basis, by any person or persons, to justify similar terms in any subsequent matter.
21. This Agreement shall not be used, cited or relied upon by any party in connection with any judicial or administrative procedure, except in instances where this Agreement is used to enforce the terms contained herein.
22. The Parties acknowledge that this Agreement is knowingly and voluntarily entered into by persons with authority to enter into this Agreement and to provide agreed upon remedies stated herein.
23. The Parties acknowledge that this Agreement is a joint product and will not be construed against any Party on the grounds of sole authorship.
24. The settlement of the grievance GETS 64635 and FLRA Case 0-AR-4498 is with prejudice to the Parties.
25. This Agreement will expire upon execution of its terms and conditions specified herein.

DATED: 10-20-11
Tom Brantley, PASS President
Mark A. Glidd
Manager, ATO Labor Technical Support


Michael Derby, Counsel
PASS


Sabrina S. Smith
Director, Third Party Services


John H. McFall
Acting Executive Director, Labor and Employee
Relations
Agency Head Review