

SETTLEMENT AGREEMENT

This settlement agreement is made and entered into by and between the National Air Traffic Controllers Association (the Union) and the U.S. Department of Transportation, Federal Aviation Administration (the Employer). The purpose of this agreement is to resolve with finality: (1) the Union's May 26, 1993, grievance on behalf of all Air Traffic Controllers who participated in the Communicating for Safety Seminar, May 18-20, 1993, (Grievance No. (NC) ALR-93-3-NAT-1), and (2) any individual grievances by bargaining unit members concerning the same issue that were filed under the parties' collective bargaining agreement.

In consideration of the premises and mutual promises herein contained, it is agreed as follows:

Employees who are on the latest lists of claimants from the Union which are dated November 23, 1993, (Attachments A and B) will be placed in a duty status for any time on May 17, 18, 19 and May 20 that they used annual leave, leave without pay, or compensatory time to attend the Communicating for Safety Seminar. Annual leave and compensatory leave balances will be restored and payment will be made for leave without pay which was used.

2. To obtain the same relief described in paragraph 1. above, individual grievants must submit evidence of a request for "official time" or "duty time". Evidence will be a written statement or leave slip dated prior to the seminar or a supervisor's written acknowledgement that an oral request was made.

The Union shall withdraw with prejudice Grievance No. (NC) ALR-93-3-NAT-1 and any other related grievances from the Union and bargaining unit members and release the Employer and its employees from any and all claims arising out of the subject matter of this grievance. The Union further agrees that claims raised in this grievance shall not become the subject of any future grievances, complaints, charges, or court proceedings.

4. For future Communicating For Safety Seminars, the following rules will apply:
 - a. Employees wishing to attend will request release on duty time sufficiently far in advance to allow the Employer reasonable time to determine whether or not the employee will be released.
 - b. The Employer will not pay travel, per diem, tuition, or other related costs.

This agreement contains the entire understanding of the parties. No modification or waiver of any of its terms of agreement shall be valid unless it is made in writing and executed by the parties. This constitutes a full and complete settlement of this matter.

The parties have executed this agreement this 1st day of December, 1993.

FOR THE EMPLOYER:

Richard G. Hamilton

FOR THE UNION:

Michael L. Doss

Steve Gentry