

Before Arbitrator  
Katherine J. Thompson

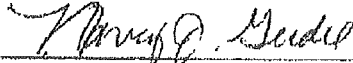
In the Matter of the Arbitration Between:

|   |   |                         |
|---|---|-------------------------|
| -----X                                  | : |                         |
| American Federation of Government       | : |                         |
| Employees, NBPC, Locals 2554 and 2595   | : | STIPULATION             |
| and                                     | : | Re: Checkpoint Overtime |
| U.S. Customs and Border Protection,     | : |                         |
| El Centro, California and Yuma, Arizona | : |                         |
| -----X                                  | : |                         |


In order to move toward resolution of the grievances filed on December 22, 2006, by AFGE, NBPC Locals 2554 and 2595 (collectively, "Union") against the El Centro and Yuma Border Patrol Sectors (collectively, "Agency"), respectively, it is hereby stipulated by and between the parties that:

1. The time bargaining-unit Border Patrol Agents in the El Centro and Yuma Sectors worked beyond their regularly scheduled 8-hour shifts while awaiting shift relief at Border Patrol checkpoints and performing routine preliminary and postliminary duties in connection with those checkpoint assignments should have been compensated as regularly scheduled overtime and not as administratively uncontrollable overtime ("AUO") as that term is defined in 5 U.S.C. 5545(c)(2).
2. The only remaining issue in regard to the above-referenced grievances is damages.
3. Issues surrounding the nature and amount of damages remain unresolved and neither the Agency nor the Union makes any representations with regard to damages. Further, the Agency does not agree to waive any claim for offset of AUO at this time.
4. This stipulation applies solely to the above-referenced grievances. This stipulation will not establish precedent, nor will it be used by the Union to establish liability in any other current or future case, including any grievance, arbitration, or other third-party proceeding.
5. The hearing on the issue of liability scheduled on June 14-15 before Arbitrator Katherine J. Thompson in Yuma, Arizona, will be cancelled once this stipulation is fully executed.

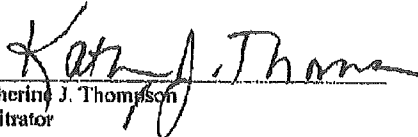
6. Facsimile copies of the stipulation may be executed for the convenience of the parties, and each signature page shall be deemed to be a part of the original stipulation.

  
\_\_\_\_\_  
Nancy J. Gudiel  
Agency Representative

6-10-10  
Date

  
\_\_\_\_\_  
Michael P. Baranic  
Union Representative

6/10/2010  
Date

  
\_\_\_\_\_  
Katherine J. Thompson  
Arbitrator

6/10/10  
Date