

**IN THE MATTER OF THE ARBITRATION BETWEEN
THE NATIONAL TREASURY EMPLOYEES UNION, CHAPTER 164, AND
U.S. CUSTOMS AND BORDER PROTECTION**

SETTLEMENT AGREEMENT

It is hereby agreed by U.S. Customs and Border Protection ("CBP" or "Agency"), and the National Treasury Employees Union ("NTEU" or "Union") (collectively referred to as "Parties"), that this Settlement Agreement ("Agreement") constitutes the full and final resolution and settlement of all issues related to the Union's invocation of arbitration on February 6, 2012, Negotiated EEO Grievance No. 2011-005-NTEU, regarding the Agency's alleged failure to provide CBPO [REDACTED] ("CBPO [REDACTED]") with a reasonable accommodation for his medical condition of spinal stenosis. The Parties, without admission of any fact in dispute between them, and solely to amicably resolve this matter without further litigation, freely and voluntarily stipulate as follows:

1. The Agency agrees as follows:
 - a. It will allow CBPO [REDACTED] to wear non-visible, under-the-uniform, suspenders as a reasonable accommodation for his medical condition of spinal stenosis; and
 - b. The Agency will provide CBPO [REDACTED] with these under-the-uniform suspenders within thirty (30) days of the effective date of this agreement. If the Agency fails to provide that accommodation within thirty (30) days, CBPO [REDACTED] may obtain one pair of non-visible, under-the-uniform suspenders himself, and the Agency will reimburse him for the costs of these suspenders.

2. In consideration of the Agency's agreement to paragraph 1 above, NTEU agrees to the following:
 - a. To withdraw, with prejudice, the above-referenced February 6, 2012 arbitration invocation and any complaint thereto related to any facts arising from these matters;
 - b. To refrain from initiating any further complaint, grievance, challenge, or appeal, whether judicial or administrative, against the Agency or any of its officers or employees, in their personal or official capacities, concerning any of the facts or circumstances giving rise to the referenced arbitration invocation; and
 - c. To waive any rights or claims NTEU possesses or may possess to any and all remedies, back pay, attorney's fees and/or costs, interest, and payments or

benefits of any kind relating to the referenced arbitration invocation.

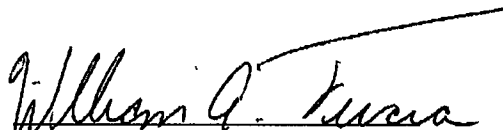
3. The Parties agree that this Agreement does not constitute an admission by the Agency of any violation of law, rule, or regulation or of any fact or allegation with respect to the matters giving rise to this Agreement and to the above-referenced matter.
4. The Parties understand and agree that this Agreement is for their mutual benefit and will not establish any precedent, nor will this Agreement be used as a basis for any other person, or group, to seek or justify similar terms in any other case.
5. The Parties agree that any and all arbitrator fees – including cancellation fee, if any – incurred with respect to the arbitration of this matter, shall be shared equally by the Agency and the NTEU. All other costs arising from, or associated with, the Parties' preparations for the arbitration, including but not limited to attorney's fees, are the responsibility of the party incurring the cost.
6. The terms of this Agreement constitute the sole consideration for this settlement. The Parties agree that there is sufficient consideration supporting this Agreement.
7. The Parties have read the Settlement Agreement and understand its terms. The Parties further understand that it is the complete and entire agreement of the Parties, and that no other promises or agreements shall be binding unless signed by the Parties.
8. The Parties waive the right to challenge or contest the validity of this Agreement.
9. This Settlement Agreement will be effective on the date when it is signed by all Parties. Facsimile copies of this Agreement may be executed for the convenience of the Parties and each signature page shall be deemed to be part of the original instrument.

Dianna L. Anderson
NTEU Assistant Counsel

Date

Grievant

Date


William A. Ferrara
Acting Executive Director, Mission Support
Office of Field Operations
U.S. Customs and Border Protection

^{up}
5~~th~~ September 2012
Date