

**IN THE MATTER OF ARBITRATION  
BETWEEN:**

**THE NATIONAL BORDER PATROL  
COUNCIL, LOCAL 2266**

**Grievance re: One-Day Suspension of  
Border Patrol Agent Darren Elwell**

**and**

**UNITED STATES CUSTOMS AND  
BORDER PROTECTION**

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into between U.S. Customs and Border Protection, U.S. Border Patrol, Swanton Sector, ("Agency"), the National Border Patrol Council ("Union") and DARREN ELWELL ("Grievant") (collectively "Parties") in order to fully and finally resolve any and all claims arising from and/or otherwise related to the Grievance filed to challenge the one (1) day suspension issued to Grievant, dated August 7, 2013 ("Grievance") pending arbitration and known as FMCS Case No. 130918-03459-8.

A. In exchange for and in consideration for the promises and commitments of the Union and the Grievant made in paragraph B of this Agreement, the Agency agrees to the following:

1. To reduce the one (1) day suspension for "Negligent Operation of a Government-Owned Vehicle (GOV)" to a letter of reprimand, retroactively to the same date of issuance.
2. To change the sustained charge in the letter of reprimand from "Negligent Operation of a Government-Owned Vehicle (GOV)" to "Careless Operation of a Government-Owned Vehicle (GOV)".
3. To pay the Grievant one (1) day of back pay and benefits as provided under the Back Pay Act, 5 U.S.C. § 5596, resulting from the reduced suspension period described in the preceding paragraph. The back pay will be subject to all withholdings and taxes as required by law.
4. The Agency will expunge any reference to the one (1) day suspension from the Grievant's Official Personnel File (OPF) and local personnel files. The Agency will also amend Grievant's Official Personnel File (OPF), time and attendance records, and all other pertinent personnel documents and/or records to mitigate the one (1) day suspension to a letter of reprimand.

B. In exchange for and in consideration of the promises and commitments made by the Agency in Paragraph A of this Agreement, the Union and the Grievant agree to the following:

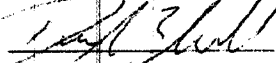
1. Withdraw the Grievance filed by the Union on behalf of the Grievant in the above-referenced case, with prejudice. The Union and the Grievant agree that their signatures on this Agreement effects the withdrawal.
2. Refrain from litigating in any forum, judicial or administrative, including, but not limited to FLRA, MSPB, EEO, Agency Administrative Grievance Procedure, and/or Negotiated Grievance Procedure, any claims or issues arising from or relating to the matters contained in the decision letter dated August 7, 2013, and in this Agreement, except to enforce the terms of this Agreement.
3. Release and hold harmless the Agency, its employees, officers, or agents in their official or individual capacities, from any claims or liability relating to the Grievance.

C. The Parties jointly agree to the following:

1. Each party will be responsible for its own costs, attorney's fees, and any other expenses incurred in this matter.
2. This Agreement is not an admission to any wrongdoing, fault, or liability of any kind, by any party. This Agreement is made solely for the purpose of settling the matter it covers and for no other purpose.
3. This Agreement is non-precedential and may not be used as a basis by the Parties to seek or justify similar terms in any subsequent cases.
4. This Agreement and all terms contained herein shall not be disclosed or publicized except as is necessary for the Parties to carry out its terms, comply with a lawful court order and applicable laws, or for purposes of internal communications by the Parties. For purposes of this Agreement, publishing the Agreement on the NBPC Local 2266 website in the members-only section that cannot be accessed by the general public shall constitute internal communications.
5. The Parties have had the opportunity to seek the advice of counsel and sign the agreement voluntarily and with full knowledge and understanding of its terms and conditions.
6. This Agreement constitutes the complete understanding of the parties and no other promises or representations are binding, unless in writing and signed by all parties.
7. The effective date of this Agreement shall be the last date upon which all Parties listed below have signed this Agreement.

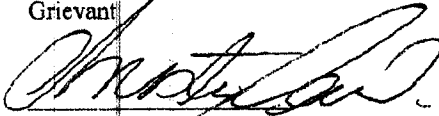
Elwell, Darren - Settlement Agreement re: One-Day Suspension

AGREED AND ENTERED INTO:



DATE: 3/6/16

Darren Elwell  
Grievant



DATE: 3/4/16

Christian Porras  
President, National Border Patrol Council Local 2266



DATE: 3/22/16

John Pfeiffer  
Chief Patrol Agent, Swanton Sector