

U.S. Department of Homeland Security
950 L'Enfant Plaza, SW Suite 200
Washington, DC 20536-5501



U.S. Immigration
and Customs
Enforcement

VIA HAND DELIVERY AND ELECTRONIC MAIL

September 11, 2013

Ms. Carolyn Lerner
Special Counsel
Office of Special Counsel
1730 M Street, Suite 300
Washington, D.C. 20036-4505

RE: OSC File No. DI-13-1556

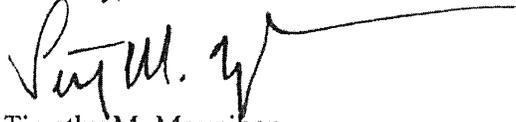
Dear Ms. Lerner:

The attached report is in response to your referral of the above-captioned matter regarding allegations that employees at the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations, Houston, Texas, openly and pervasively abused administratively uncontrollable overtime (AUO), paying employees AUO rather than 1945 Act overtime for work that is not administratively uncontrollable in nature.

The DHS Office of the Inspector General declined to investigate, thus this inquiry was referred to the DHS, ICE, Office of Professional Responsibility (OPR). Pursuant to Delegation 04-008, ICE Office of Professional Responsibility has the delegated authority to conduct investigations of allegations of employee misconduct. I am the designated official responsible for providing your office with the Department's report pursuant to 5 U.S.C. § 1213. The Department's findings are included in the attached report. This version of the report is not meant for public viewing. A separate redacted version of the report meant for public dissemination will be sent as soon as the redactions to the report are completed.

Please do not hesitate to contact my office should you require further information regarding these matters at 202-732-8339.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim M. Moynihan", with a long horizontal flourish extending to the right.

Timothy M. Moynihan
Assistant Director
Office of Professional Responsibility

cc: DHS Office of the General Counsel
Acting Director, U.S. Immigration and Customs Enforcement

| | | |
|--|--|---|
|  <p style="text-align: center;">DEPARTMENT OF HOMELAND SECURITY Immigration and Customs Enforcement</p> <p style="text-align: center;">REPORT OF INVESTIGATION</p> | | 1. CASE NUMBER [REDACTED] |
| | | PREPARED BY [REDACTED] |
| | | 2. REPORT NUMBER [REDACTED] |
| 3. TITLE EMPLOYEE, UNKNOWN/Unknown/1610 General Misconduct-Other Non-criminal/HOUSTON, HARRIS, TX | | |
| 4. FINAL RESOLUTION Not Referred to Management | | |
| 5. STATUS Closing Report | 6. TYPE OF REPORT Investigative Findings | 7. RELATED CASES |
| 8. TOPIC Closure Due to Unsubstantiated Allegation | | |
| 9. SYNOPSIS On June 3, 2013, the Joint Intake Center (JIC), Washington, D.C., received information from [REDACTED], U.S. Immigration and Customs Enforcement (ICE), General Attorney (GA), Office of the Principal Legal Advisor, Washington, D.C. GA [REDACTED] furnished the JIC with a letter, dated May 10, 2013, which was provided to the Department of Homeland Security (DHS) by the U.S. Office of Special Counsel (OSC), Washington D.C. In the letter, the OSC reported that they received information from Immigration Enforcement Agent (IEA) Tre Rebstock, ICE, Enforcement and Removal Operations, Huntsville, TX (ERO/Huntsville). IEA Rebstock alleged that the abuse of Administratively Uncontrollable Overtime (AUO) is open and pervasive at the ERO Houston District Office. | | |
| 10. CASE OFFICER (Print Name & Title) [REDACTED] - ICE-OPR Special Agent | 11. COMPLETION DATE 17-JUL-2013 | 14. ORIGIN OFFICE ICE OPR RAC Houston |
| 12. APPROVED BY(Print Name & Title) [REDACTED] - ICE-OPR Special Agent Supervisor | 13. APPROVED DATE 17-JUL-2013 | 15. TELEPHONE NUMBER No Phone Number |
| THIS DOCUMENT IS LOANED TO YOU FOR OFFICIAL USE ONLY AND REMAINS THE PROPERTY OF THE DEPARTMENT OF HOMELAND SECURITY. ANY FURTHER REQUEST FOR DISCLOSURE OF THIS DOCUMENT OR INFORMATION CONTAINED HEREIN SHOULD BE REFERRED TO HEADQUARTERS, DEPARTMENT OF HOMELAND SECURITY, TOGETHER WITH A COPY OF THE DOCUMENT. | | |
| THIS DOCUMENT CONTAINS INFORMATION REGARDING CURRENT AND ON-GOING ACTIVITIES OF A SENSITIVE NATURE. IT IS FOR THE EXCLUSIVE USE OF OFFICIAL U.S. GOVERNMENT AGENCIES AND REMAINS THE PROPERTY OF THE DEPARTMENT OF HOMELAND SECURITY IT CONTAINS NEITHER RECOMMENDATIONS NOR CONCLUSIONS OF THE DEPARTMENT OF HOMELAND SECURITY. DISTRIBUTION OF THIS DOCUMENT HAS BEEN LIMITED AND FURTHER DISSEMINATION OR EXTRACTS FROM THE DOCUMENT MAY NOT BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION OF THE ORIGINATOR. | | |

DEPARTMENT OF HOMELAND SECURITY



REPORT OF INVESTIGATION
CONTINUATION

1. CASE NUMBER

[REDACTED]

PREPARED BY

[REDACTED]

2. REPORT NUMBER

[REDACTED]

10. NARRATIVE

DETAILS OF INVESTIGATION:

On June 3, 2013, the JIC received information from GA [REDACTED] who provided the JIC with a letter, dated May 10, 2013, which was addressed to the Secretary of the DHS.

Contained in the letter, the OSC reported that IEA Rebstock alleged that the abuse of AUO is open and pervasive at the ICE Houston District Office. IEA Rebstock alleged that IEA's and Deportation Officers (DO's) in the ICE Houston District office are frequently and routinely required to work beyond their normal duty hours. IEA Rebstock alleged that ERO employees are instructed by their supervisor to certify their time as AUO rather than overtime pay. IEA Rebstock alleged that the invocation of AUO in these situations is improper because the work being performed after the normal duty hours is almost always administrative rather than time-sensitive, investigatory, or compelling in nature.

As background, federal law enforcement officers, including ERO/Houston DO's and IEA's, are eligible for two separate types of overtime compensation. The first type is for regularly scheduled overtime, payable at a premium of one-and-one-half times a normal rate when the overtime is scheduled in advance of the employee's administrative workweek (1945 Act). The second type is AUO, payable at an employee's normal rate of pay at various percentages of salary up to a maximum of 25 percent per year. AUO is defined in 5 CFR 550 and Office of Personnel Management (OPM) guidance allows the head of an agency to approve AUO pay for an employee who occupies a position that requires substantial amounts of irregular, unscheduled overtime work which cannot be controlled administratively, with the employee generally being responsible for recognizing, without supervision, circumstances that require the employee to remain on duty. Regularly scheduled overtime (1945 Act) and AUO are mutually exclusive, and the two types cannot be claimed for the same hours of work.

On June 4, 2013, this case was assigned to Senior Special Agent (SSA) [REDACTED], Office of Professional Responsibility, Houston, TX (OPR/Houston), for investigation.

On June 12, 2013, SSA [REDACTED] and SSA [REDACTED], OPR/Houston, interviewed IEA Rebstock. As a bargaining unit employee, IEA Rebstock was provided the following OPR Rights and/or Advisements: General Notice, Weingarten Rights, Kalkines Rights, Disclosure Warning for Bargaining Unit Employees, Administrative Warning Acknowledgement.

Accompanying IEA Rebstock during the interview was American Federation of Government Employees (AFGE), National Representative, [REDACTED], AFGE/Fort Worth. AFGE

DEPARTMENT OF HOMELAND SECURITY



REPORT OF INVESTIGATION
CONTINUATION

1. CASE NUMBER

[REDACTED]

PREPARED BY

[REDACTED]

2. REPORT NUMBER

[REDACTED]

10. NARRATIVE

Representative [REDACTED] was provided the following OPR Warning and Advisement: Disclosure Warning for Union Representative.

IEA Rebstock stated that around December 2012 and January 2013, he filed an allegation with the OSC alleging that ERO/Houston management improperly and pervasively uses AUO to deny employees overtime pay. IEA Rebstock stated that he was interviewed by an OSC investigator, at which time he consented to the disclosure of his identity as a Whistleblower in furtherance of the investigation.

IEA Rebstock stated that ERO/Houston management routinely assigns AUO non-qualifying work in violation of the federal guidelines. IEA Rebstock cited examples he considers AUO qualifying work, such as requiring an AUO qualified employee to transport ICE aliens. IEA Rebstock stated another example of AUO qualifying work consists of instances when an alien is sitting in front of an employee in the ERO processing area, and rather than concluding his/her shift by going home, the employee would be required to continue the processing of the alien. IEA Rebstock stated that if the employee ceased the processing of an alien in their physical custody, thereby ending his/her shift, this act would pose a danger to the public or others. IEA Rebstock stated that another example of AUO qualifying work consists of duties performed by employees of the ERO/Houston Fugitive Operations Unit, during the performance of their duties as they are tracking down ICE violators.

IEA Rebstock stated that he considers AUO non-qualifying work as duties that an employee can discontinue, if the discontinuance of that duty does not pose a threat to the public or others. IEA Rebstock stated that for example, AUO non-qualifying duties that requires the paperwork processing of alien, who is incarcerated for months to years and are not expected to be released from custody anytime soon, is deemed AUO non-qualifying duties. IEA Rebstock stated that the processing of these types of aliens, who do not pose a threat to the public or others, could be easily performed during the next shift or next available work day.

IEA Rebstock stated that as a matter of procedure, AUO qualified employees are required to input their AUO hours in WebTA, but WebTA does not capture the justification's used to support the type of work AUO actually worked. IEA Rebstock stated that as a secondary means, employees must fill out an AUO form, and this form would contain AUO justifications. IEA Rebstock alleged that the secondary AUO form is used by employees and management to certify AUO on a bi-weekly basis.

IEA Rebstock stated that on or about July 2012, Supervisory Detention and Deportation Officer

DEPARTMENT OF HOMELAND SECURITY



REPORT OF INVESTIGATION
CONTINUATION

1. CASE NUMBER

[REDACTED]

PREPARED BY

[REDACTED]

2. REPORT NUMBER

[REDACTED]

10. NARRATIVE

(SDDO) [REDACTED], ERO/Huntsville, instructed him to change his AUO justification from the justification of "Cleaned up Paperwork" to a justification of using the wording "Case Work." IEA Rebstock stated SDDO [REDACTED] instructed him to change the justification wording in an attempt to avoid scrutiny of an AUO audit. IEA Rebstock stated he did not have any documentation to support his allegation that SDDO [REDACTED] instructed him to change his AUO justification wording, as the conversation occurred in person.

IEA Rebstock stated that ERO/Houston employees are frequently ordered to work beyond their normal duty hours conducting work that should be classified as 1945 Act overtime pay and are being improperly compensated with AUO pay.

IEA Rebstock stated that he knows of instances when employees are asked to claim AUO premium pay, in lieu of overtime pay. IEA Rebstock stated that, for example, during international foreign escort trips, substitute employees are routinely instructed to use AUO time instead of overtime. IEA Rebstock stated that this tactic is a benefit to the agency, in that AUO is more of a cost savings than overtime. IEA Rebstock stated that this method cheats the employee and violates the statutory definition of AUO.

IEA Rebstock stated he did not have specific dates and times to substantiate any of his allegations, however, his ICE email traffic between himself and ERO management would substantiate some of his allegations. IEA Rebstock stated that in his own case, he has email documentation to support his allegation; however, he is not authorized to access his documents.

[REDACTED]

IEA Rebstock stated that in his capacity as the AFGE Local 3332 Union President, he has filed a number of Unfair Labor Practice (ULP) grievances with ERO/Houston management regarding the abuse and misuse of AUO premium pay.

At the conclusion of the interview, IEA Rebstock opined that ERO/Houston management is playing a shell game with the government's money, because Congress is watching how the budget is being used.

On June 21, 2013, SSA [REDACTED] and SSA [REDACTED] interviewed SDDO [REDACTED]. As a



DEPARTMENT OF HOMELAND SECURITY

REPORT OF INVESTIGATION CONTINUATION

1. CASE NUMBER

PREPARED BY

2. REPORT NUMBER

10. NARRATIVE

non-bargaining unit employee, SDDO [REDACTED] was provided the following OPR rights and/or advisements: Disclosure Warning for Non-Bargaining Unit Employees, Third Party Witness Interview Notification for Non-Bargaining Unit Employees, and Advisement, Title 18, United States Code, Section 1001.

SDDO [REDACTED] stated he has been a SDDO since February 2007. SDDO [REDACTED] stated that in his capacity as SDDO, he has the authority to assign, approve and certify AUO premium pay on behalf of AUO qualified employees.

SDDO [REDACTED] stated that on a bi-weekly basis, AUO qualified employees are required to complete an ICE "Record of AUO Hours Worked or Absence" form. SDDO [REDACTED] stated that it is at this time; SDDO's have the opportunity to review the form for completeness.

SDDO [REDACTED] stated that the majority of ERO employees correctly justify their claims of AUO premium pay on the ICE form, with a few employees needing correction. SDDO [REDACTED] stated that the overall problem of AUO justification wordings is that employees sometimes use non-specific terminology in their justifications wordings. SDDO [REDACTED] stated that some employees try to use a "one size fits all" term when claiming AUO pay.

SDDO [REDACTED] stated that with the assignment of AUO duties by ERO management, he considers AUO qualifying work as those duties associated with an operation requiring employees to complete work without hindering the operation. SDDO [REDACTED] stated that AUO qualifying work includes any enforcement activity which needs to be completed beyond regular duty hours that are necessary for the operation of the office.

SDDO [REDACTED] stated that examples of AUO qualifying duties include, but not limited to, ICE detainee releases from prison, serving ICE documents upon aliens, transporting ICE detainees from facility to facility, and conducting last minute interviews of aliens.

SDDO [REDACTED] stated that AUO non-qualifying duties would include duties such as conducting union business, conducting administrative duties, and conducting non-law enforcement related duties.

SDDO [REDACTED] cited examples of AUO non-qualifying duties as completing Time and Attendance (T&A) records, hanging out in the office without any work related purpose, or conducting union interviews, and/or conducting union activities.

DEPARTMENT OF HOMELAND SECURITY



REPORT OF INVESTIGATION CONTINUATION

1. CASE NUMBER

[REDACTED]

PREPARED BY

[REDACTED]

2. REPORT NUMBER

[REDACTED]

10. NARRATIVE

SDDO [REDACTED] stated that when an employee submits the AUO justification "Casework," this justification means that the employee is working or processing ICE removal cases and these duties would classify as AUO duties.

SDDO [REDACTED] stated that when an employee submits the AUO justification of "Cleaned up Paperwork," this justification would appear questionable as to whether or not this justification would meet the definition of AUO. SDDO [REDACTED] stated that in these instances, he would ask employees to clarify what duties they actually performed while on AUO.

SDDO [REDACTED] stated he has approved AUO justifications and later instructed employees to be more articulate in their AUO justifications. SDDO [REDACTED] stated his intent for instructing employees to become more articulate in their use of AUO premium pay was to correct deficiencies and produce a better quality AUO justification in the event of an AUO audit.

SDDO [REDACTED] stated that there was a time when he instructed AUO qualified employees to change their AUO justification due to the fact that the justification was insufficient. SDDO [REDACTED] stated that a while back, there was an issue, when some employees tried to claim AUO premium pay after the ERO/Huntsville office had concluded a town hall styled meeting. SDDO [REDACTED] stated the town hall meeting was conducted during the regular duty hours and concluded prior to the end of the business day. SDDO [REDACTED] stated that after the town hall meeting had ended, several employees stayed behind and conducted a side meeting and then attempted to claim AUO premium pay. SDDO [REDACTED] stated that since the side meeting was not official work related duties, he instructed those employees to correct their AUO form and not claim AUO premium pay. SDDO [REDACTED] stated that to his recollection, there were no issues from the affected employees regarding this matter.

SDDO [REDACTED] stated that it is possible that he instructed IEA Rebstock to change his ICE form " Record of AUO Hours Worked," justification wording from the justification of "Cleaned up Paperwork" to a different justification, in defense of an AUO audit. SDDO [REDACTED] stated that this is something that he would have said; but he did not recall the specific time frame. SDDO [REDACTED] stated when he made this remark, it was not to conceal or cover-up anything, rather, it was an attempt to get IEA Rebstock and other ERO/Huntsville employees to clarify justifications for claiming AUO premium pay.

SDDO [REDACTED] stated that he has noted deficiencies with ERO/Huntsville employee's use of the AUO form, and as a result, he provided employees with assistance in what he considered appropriate justifications for claiming AUO through an email he sent to employees in the office.

| | |
|--|-------------------------|
|  <p>DEPARTMENT OF HOMELAND SECURITY</p> <p>REPORT OF INVESTIGATION CONTINUATION</p> <p>██████████</p> | 1. CASE NUMBER |
| | ██████████ |
| | PREPARED BY |
| | ██████████ |
| | 2. REPORT NUMBER |
| | ██████ |

10. NARRATIVE

During the interview, SDDO ██████ could not recall when he sent the email; however, SDDO ██████ stated he sent the email to employees regarding AUO justification deficiencies that he had noticed. SDDO ██████ stated that he sent the email in an attempt to help employees accurately record their AUO justifications.

After the interview had concluded, SDDO ██████ recovered the email he referenced during the OPR/Houston witness interview, and forwarded it to SSA ██████ on the same date. The email, dated May 31, 2012, contained the Subject Line: "Record of AUO Hours Worked," was sent to approximately 16 ERO/Huntsville employees (including IEA Rebstock).

In the email SDDO ██████ stated that employees need to accurately record the AUO duties they are performing when they are claiming AUO premium pay. Additionally, contained in the email, SDDO ██████ informed the ERO/Huntsville staff that the mere justification of "Continuation of Duties" would not suffice as an AUO justification, in the event there was an AUO audit. SDDO ██████ concluded his email to ERO/Huntsville employees by stating if anyone had any questions, to contact him for further clarification. A copy of SDDO ██████ May 31, 2012, email has been appended to the case file.

On June 21, 2013, SSA ██████ and SSA ██████ interviewed SDDO ██████ ERO/Huntsville. SDDO ██████ was IEA Rebstock's immediate supervisor during the 2012 calendar year. As a non-bargaining unit employee, SDDO ██████ was provided the following OPR rights and/or advisements: Disclosure Warning for Non-Bargaining Unit Employees, Third Party Witness Interview Notification for Non-Bargaining Unit Employees, and Advisement, Title 18, United States Code, Section 1001.

SDDO ██████ stated he has been a SDDO since 2009. SDDO ██████ stated that in his capacity as SDDO, he has the authority to assign, approve and certify AUO premium pay on behalf of AUO qualified employees.

SDDO ██████ stated that with regards to the assignment of AUO duties by ERO management, he considers AUO qualifying work as duties performed by officers who are working on cases which cannot be completed on the next work day. SDDO ██████ cited examples of AUO qualifying work as: processing detainee releases, receiving ICE detainees from state prisons, and conducting Risk Classification Assessments.

SDDO ██████ stated that with regards to the assignment of AUO duties by ERO management, he considers AUO non-qualifying work as duties which can be controlled. SDDO ██████ cited the

| | |
|--|-------------------------|
|  <p>DEPARTMENT OF HOMELAND SECURITY</p> <p>REPORT OF INVESTIGATION CONTINUATION</p> <p>██████████</p> | 1. CASE NUMBER |
| | ██████████ |
| | PREPARED BY |
| | ██████████ |
| | 2. REPORT NUMBER |
| | ██████ |

10. NARRATIVE

completion of T&A Records as a duty which should not be compensated using AUO premium pay.

SDDO ██████ stated he had reviewed IEA Rebstock's 2011 and 2012 T&A folder. SDDO ██████ stated that when IEA Rebstock used the justification of "Cleaned Up Paperwork," on his ICE Form, this justification could have had several meanings. SDDO ██████ stated that IEA Rebstock's use of the term "Cleaned up Paperwork" could have meant that IEA Rebstock was completing paperwork from a case he had earlier in the day, or IEA Rebstock could have been conducting record checks, or IEA Rebstock could have been requesting certified judgment and conviction documents on behalf of an ICE detainee, and/or IEA Rebstock could have been performing duties which could not have been controlled, otherwise, during his regular scheduled work day. SDDO ██████ stated that he would consider IEA Rebstock's justification of "Cleaned Up Paperwork" as a proper justification of AUO premium pay.

At the conclusion of the interview, SDDO ██████ stated that he did not recall ever instructing IEA Rebstock or any employee to change their ICE Form "Record of AUO Hours Worked" justification wording to a different justification.

On June 25, 2013, SSA ██████ and SSA ██████ interviewed Deputy Field Office Director (DFOD) ██████, ERO/Houston, regarding IEA Rebstock's allegation.

DFOD ██████ stated that he could not address IEA Rebstock's AUO abuse allegations because IEA Rebstock's allegations were lacking details. DFOD ██████ stated IEA Rebstock's allegations are general allegations that do not contain specific dates, times, or other pertinent factors that ERO/Houston management could address directly.

DFOD ██████ stated that in any law enforcement environment, daily work duties are often unpredictable, and as a result, ERO/Houston managers are required to regulate and sometimes mandate that AUO qualified employees remain in their positions beyond the employee's shift for various reasons. DFOD ██████ stated the various reasons for assignment of AUO could be based upon low employee staffing, delayed immigration court proceedings on behalf of aliens, response to detention related emergencies, reviewing files of detained aliens, removing illegal aliens from the U.S., processing of detained aliens through the Criminal Alien Apprehension (CAP) Program, interviewing detainees in detention facilities, and/or transporting illegal immigrants to a variety of locations. DFOD ██████ stated the aforementioned list is not all inclusive.

DFOD ██████ stated that employees who receive AUO premium pay have the responsibility for



DEPARTMENT OF HOMELAND SECURITY

REPORT OF INVESTIGATION
CONTINUATION

1. CASE NUMBER

PREPARED BY

2. REPORT NUMBER

10. NARRATIVE

adhering to the criteria for claiming AUO. DFOD [redacted] stated that ERO/Houston managers have the responsibility to ensure that employees are complying with AUO statutory requirements by establishing work priorities, rescheduling the hours of duty, scheduling overtime, and other measures as needed to conduct the day-to-day mission of ERO/Houston's operation.

DFOD [redacted] stated that if any employee has any questions about their daily work schedule or overtime compensation, then they could ask their supervisors, or could address the issue with Union officials. DFOD [redacted] stated that if an employee believes he has not been compensated fairly, then, if reported to the Union, the Union has an obligation to explore any possible means to ensure that AUO qualified employees are appropriately compensated.

DFOD [redacted] stated that he respects the Union's right to request that AUO qualified employees be compensated in accordance with the laws regarding premium pay, and ERO/Houston management has complied in the past and will continue by directly addressing local union matters.

DFOD [redacted] stated that with regard to overtime pay issues, employees and/or the Union have the opportunity to bargain those issues by giving ERO/Houston management an opportunity to correct pay compensation allegations as they arise. DFOD [redacted] stated that if the pay allegations are not addressed to the satisfaction of the Union, then the Union has an opportunity to file a formal complaint in the form of an ULP grievance with the National Labor Relations Board (NLRB).

DFOD [redacted] stated Union Local 3332 has filed formal grievances in the past. DFOD [redacted] stated that in one instance, the Union filed a formal grievance with the NLRB without first discussing the issue with the ERO/Houston managers. DFOD [redacted] stated that in that instance, the Union violated the collective bargaining agreement by not allowing management to address the issue first.

DFOD [redacted] stated that ERO/Houston employees are not frequently and routinely required to work beyond their normal duty hours in violation of AUO regulations. DFOD [redacted] stated ERO/Houston management does not instruct employees to certify their time as AUO rather than overtime pay. DFOD [redacted] stated that ERO/Houston management does not assign AUO non-qualifying work in violation of the federal guidelines.

At the conclusion of the interview, DFOD [redacted] directed his Mission Support staff to accommodate OPR/Houston's request to review all ERO/Houston's employee T&A Files, ULP actions, and any records required by SSA [redacted] in furtherance of the inquiry. On the same date, Special Assistant [redacted], ERO/Houston, and Supervisory Mission Support Specialist (S/MSS)

DEPARTMENT OF HOMELAND SECURITY



REPORT OF INVESTIGATION
CONTINUATION

1. CASE NUMBER

PREPARED BY

2. REPORT NUMBER

10. NARRATIVE

[REDACTED], ERO/Houston, provided SSA [REDACTED] the requested documents.

On June 25-26, 2013, SSA [REDACTED] reviewed 28 randomly selected files of AUO qualified employees to determine if AUO was properly documented and that overtime claimed by ERO/Houston AUO qualified employees was administratively controllable. The file review consisted of reviewing T&A folders for the time frame of January 1, 2012 to May 31, 2013.

The OPR/Houston investigation revealed ERO/Houston is managed by a Field Office Director (FOD), one DFOD, six Assistant FOD's (AFODs) and 28 SDDO's, who manage and oversee four sub-offices located in Huntsville, TX, Livingston, TX, Conroe, TX, and at the Contract Detention Facility (CDF) in Houston, TX, with each of the four sub office's reporting directly to ERO/Houston. Additionally, ERO/Houston has a staff totaling 246 employees, including 91 DO's and 72 IEA's.

As of June 26, 2013, ERO/Houston has a staff of 199 AUO qualified employees and 47 support personnel, and no vacancies. In all of the 28 randomly selected files, which is approximately 14% of the AUO qualified workforce, AUO was documented by the ERO/Houston staff utilizing the ICE Form "Record of AUO Hours Worked".

Of the 28 randomly selected employee files, 27 appeared to use appropriate justifications for claiming AUO qualifying work on the ICE Form "Record of AUO Hours Worked. Some of the justifications included but were not limited to the following: CAP Duties, CAP Processing, Fugitive Operations, Docket Management, Bond duties, Escorts, Conducting Interviews, Detention Facility Transfers, Travel Document retrievals, Consular Visits, Case Review, Detainee Releases, OSUP's, Case Review, Case preparation, File Review, Bond, VCAS, Legal and SDDO Duties. All of the preceding ERO defined duties appear to be AUO qualified duties which cannot be otherwise controlled.

In one employee file, which is less than 1% of the AUO qualified staff, the employee appeared to use training preparation as justifications for claiming AUO qualified work. Some of the justifications utilized by this employee consisted of the following ERO acronyms: DODT, FOTP, XT Training, DO Development Training, Travel Card Training, STIP Tasking, STIP Refresher Training and Training Preparation. The ERO acronyms and AUO justifications claimed by this one employee appeared questionable.

On June 27, 2013, SSA [REDACTED] interviewed SDDO [REDACTED] regarding the ERO acronyms and AUO justifications utilized by the ERO/Houston Field Training Officer. SDDO [REDACTED] stated that the ERO/Houston Senior Field Training Officer position is staffed by a [REDACTED],

DEPARTMENT OF HOMELAND SECURITY



REPORT OF INVESTIGATION
CONTINUATION

1. CASE NUMBER

PREPARED BY

2. REPORT NUMBER

10. NARRATIVE

Deportation Officer (Course Developer/Instructor), who reports directly to him. SDDO [REDACTED] stated the position is described as a non-supervisory mission critical position utilized by ERO/Houston due to the agency downsizing of its national training programs throughout the U.S. and abroad.

SDDO [REDACTED] stated that approximately one year ago, "Deportation Officer" course development at the Federal Law Enforcement Center (FLETC), Glynn County, GA, had ceased nationwide training and instruction of all field DO's to conduct corresponding training. SDDO [REDACTED] stated that around the same time, ERO/Houston had promoted from within ERO/Houston's ranks approximately 23 IEA's to DO law enforcement positions. SDDO [REDACTED] stated that the 23 recently promoted IEA's needed specialized instruction in "Deportation Officer" coursework and training in the elements of their newly hired job descriptions.

SDDO [REDACTED] stated that as a substitute to FLETC training, and due to the necessity of transitional DO training, ERO/Houston acquired the law enforcement position of Senior Deportation Officer (Course Developer/Instructor), herein referred to as ERO/Houston Field Training Officer.

SDDO [REDACTED] stated that in addition to carrying a traditional assigned alien docket, the ERO/Houston Field Training Officer is responsible for developing, designing, and coordinating course development workshops and seminars in accordance with ICE Academy and FLETC training in the following subject matter areas: Immigration and Administrative Law, methods of preparing, presenting and defending cases, Fugitive Operations training, Firearms Training, Physical Techniques and Training, Driver's training and other training needed in furtherance of job development.

SDDO [REDACTED] stated that the ERO/Houston Field Training Officer is also responsible for development of stand-alone courses, and performing long-range planning for new enforcement training programs for integration with agency requirements. SDDO [REDACTED] stated that some examples of the ERO/Houston Field Training Officer's training programs and course development has included, but not limited to the following: Deportation Officer Development Training (DODT), Fugitive Operations Training Program (FOTP), Order of Supervision (OSUP), and Stipulation Removal Training Program (STIP). SDDO [REDACTED] stated that based upon the course development and related instructions of implementing agency mandated training, these course developments programs performed after the regular work day are proper AUO justifications claimed by the ERO/Houston Field Training Coordinator.



DEPARTMENT OF HOMELAND SECURITY

REPORT OF INVESTIGATION
CONTINUATION

[REDACTED]

1. CASE NUMBER

[REDACTED]

PREPARED BY

[REDACTED]

2. REPORT NUMBER

[REDACTED]

10. NARRATIVE

At the conclusion of the interview, SDDO [REDACTED] stated that DODT, FOTP, STIP duties are all valid AUO qualified duties which cannot be otherwise controlled. SDDO [REDACTED] stated that the use of ERO/Houston's Field Training Officer course development program has been a cost benefit to ERO/Houston by saving the agency a substantial amount of money in travel, training, per diem costs, and salaries.

On July 15, 2013, SSA [REDACTED] reviewed three formal grievances and/or complaints filed by Stewards of Union Local 3332 against ERO/Houston management with regards to premium pay allegations.

In one instance, on May 21, 2012, ERO/Houston management denied an employee's request to claim 1945 Act overtime, due to the affected employee's duty entailed a prisoner escort, which was scheduled during the administrative workweek, and was not deemed as 1945 Act overtime. The affected ERO/Houston employee was compensated with AUO.

In another formal grievance, dated October 31, 2012, the Union alleged that on or about October 12, 2012, ERO/Houston management directed two bargaining unit employees to report for duty, four hours before their scheduled shift to transport an ICE detainee to a funeral. The ICE detainee requested permission to attend the funeral of his child, which was approved in advance by ERO/Houston management. The Union requested that ERO/Houston management pay the affected employees 1945 Act overtime. The ERO/Houston internal investigation concluded that no violation had occurred, AUO was properly granted, and the grievance was denied.

In another formal grievance, dated December 21, 2012, ERO/Houston management agreed to a formal Settlement Agreement, in which two ERO/Houston IEA's were credited with 30 (thirty) minutes of 1945 Act overtime compensation in lieu of AUO.

On July 16, 2013, SSA [REDACTED] reviewed a report provided by the ICE Office of Professional Responsibility, Management Inspections Unit (MIU), Field Inspections Section (FIS), who conducted an inspection of ERO/Houston from December 11-13, 2012. The purpose of the MIU inspection was to assess ERO/Houston's internal controls as well as compliance with DHS, ICE, and ERO specific policies and procedures.

According to the report, MIU inspected pay administration at ERO/Houston to assess compliance with established procedures, ensure employee hours are accurately reported, and verify supporting documentation is complete. During the inspection, MIU reviewed bi-weekly T&A reports, along with corresponding supporting documentation, and AUO certifications.

| | |
|--|--|
|  DEPARTMENT OF HOMELAND SECURITY REPORT OF INVESTIGATION CONTINUATION ██████████ | 1. CASE NUMBER ██████████ |
| | PREPARED BY ████████████████████ |
| | 2. REPORT NUMBER ██████ |

10. NARRATIVE

MIU concluded that ERO/Houston's pay administration is generally well-managed. However, the MIU internal audit identified two deficiencies related to employee pay compensation. 1) Annual certification of the AUO percentage rate of pay for officers was not being completed, and 2) MIU noted that ERO/Houston employee's AUO justification's were vague and did not support the work as being administratively uncontrollable. According to the MIU report, the AUO vague justifications were comprised of the following: "file review," transfers/training," "continuation of duties," and "return equipment." The MIU internal audit concluded that these descriptions did not support the assertion that the duties performed were administratively uncontrollable and could not be completed on the next work day.

In a formal response, dated April 8, 2013, ERO/Houston management responded with a Corrective Action Plan outlining corrective measures taken to address the MIU pay administration deficiencies. With regard to the AUO certifications, ERO/Houston management reviewed and signed all certification memorandums and spreadsheets for all employees, with copies to be maintained in the AUO Certification file maintained by MSS ██████████, ERO/Houston.

With regard to the second pay administration deficiency, ERO/Houston management responded by taking corrective action by way of creating an AUO report and monitoring AUO accrued by each employee. The AUO report is to be reviewed and evaluated by the employee, his/her immediate supervisor and their respective time keeper on a quarterly basis. The respective ERO/Houston timekeeper will make required corrections in WebTA and maintain signed copies. Additionally, ERO/Houston had requested that monthly random audits are to be conducted by MSS ██████████ ██████████, ERO/Houston, to ensure that the review process is maintained in all field office locations.



On July 16, 2013, SSA ██████████ analyzed the email activity of IEA Rebstock. Contained in the email recovery, was the email identified by SDDO ██████████, dated May 31, 2012, entitled: "Record of AUO Hours Worked." The remainder of IEA Rebstock's email recovery was negative for any information which would support IEA Rebstock's allegation that the abuse of AUO is open and pervasive at the ERO Houston District Office.

The investigation revealed that the abuse of AUO is not open and pervasive at the ERO Houston

| | |
|--|---------------------------------------|
|  <p style="text-align: center;">DEPARTMENT OF HOMELAND SECURITY</p> <p style="text-align: center;">REPORT OF INVESTIGATION CONTINUATION</p> <p style="text-align: center;">[REDACTED]</p> | 1. CASE NUMBER [REDACTED] |
| | PREPARED BY [REDACTED] |
| | 2. REPORT NUMBER [REDACTED] |

10. NARRATIVE

District Office as alleged by IEA Rebstock.

The investigation revealed that IEA Rebstock's allegation lacked specificity in that he did not have names, dates, or times of affected employees.

The investigation revealed through an OPR/Houston random sampling audit of all ERO/Houston AUO qualified employees that AUO is appropriately documented, however, the AUO justifications could be more defined as to the nature of actual work being performed.

The investigation revealed that from January 2011 to December 2012, two formal grievances and/or one informal complaint was filed against ERO/Houston management with regard to overtime pay compensation. In each of the allegations, the matter was resolved either by denying the employee the overtime requested or by a negotiated settlement agreement between the Union and ERO/Houston management.

The investigation revealed that an internal MIU audit was conducted and ERO/Houston management took corrective action to address pay compensation deficiencies that were identified during the audit.

Based upon the aforementioned investigative findings, this investigation is closed and does not require any agency action.



DEPARTMENT OF HOMELAND SECURITY

REPORT OF INVESTIGATION
Exhibit List

[REDACTED]

1. CASE NUMBER

[REDACTED]

PREPARED BY

[REDACTED]

2. REPORT NUMBER

[REDACTED]

None

[REDACTED]
**UNKNOWN, Unknown
OSC Allegation**

EXHIBIT LIST:

1. Source document to the JIC, dated May 10, 2013
2. Witness Affidavit of IEA Rebstock, dated June 12, 2013
3. Disclosure Warning for Union Representative, dated June 12, 2013
4. [REDACTED] Notification of IEA Rebstock, dated December 17, 2012
5. Witness Affidavit of SDDO [REDACTED], dated June 21, 2013
6. Email from SDDO [REDACTED] to staff dated May 31, 2012
7. Witness Affidavit of SDDO [REDACTED], dated June 21, 2013
8. Agent's Affidavit for DFOD [REDACTED] Interview, dated September 6, 2013
9. Agent's Affidavit of SSA [REDACTED], dated September 6, 2013
10. ERO/Houston staffing list, as of June 26, 2013
11. Agent's Affidavit for SDDO [REDACTED] Interview, dated September 6, 2013
12. WebTA Documentation Relating to May 6, 2012, through May 20, 2012, & Travel itinerary dated May 18, 2012
13. Union Grievance, dated October 31, 2012 & response dated November 26, 2012
14. MOU dated December 21, 2012
15. MIU Report of Office Inspection, dated December 11-13, 2012
16. ERO/Houston Corrective Action Plan, dated April 8, 2013
17. Agent's Affidavit of SSA [REDACTED], dated September 6, 2013

EXHIBIT 1



U.S. OFFICE OF SPECIAL COUNSEL
 1730 M Street, N.W., Suite 218
 Washington, D.C. 20036-4305

FACSIMILE COVER SHEET

TO:

| | |
|---|-------------------|
| Name: The Honorable Janet Naplitano | |
| Title: Secretary | |
| Organization: Department of Homeland Security | |
| Telephone: 202-282-8000 | Fax: 202-612-1976 |

FROM:

| | |
|--|-----------------|
| Name: [REDACTED] | |
| Organization: U.S. Office of Special Counsel | |
| Office / Location: Washington | |
| Telephone: [REDACTED] | Fax: [REDACTED] |

| | |
|--------------------|--|
| Date: May 10, 2013 | Number of pages, including this cover sheet: 5 |
|--------------------|--|

| |
|---|
| <p>Message: Attached is a 5 U.S.C. 1213 referral. The report is due to the U.S. Office of Special Counsel on July 11, 2013. Should you have any questions regarding the referral, please contact [REDACTED], Chief, Disclosure Unit, at [REDACTED]. Thank you.</p> |
|---|

If you did not receive the total number of pages shown, please call (202) 254-3600.

THIS DOCUMENT IS INTENDED FOR THE USE OF THE PARTY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR PROTECTED FROM DISCLOSURE UNDER APPLICABLE LAW. If you are not the addressee, or a person authorized to deliver the document to the addressee, you are hereby notified that any review, disclosure, dissemination, copying or other action based on the content of this communication is not authorized. If you have received this document in error, please immediately notify us by telephone and return to us at the above address by mail.



The Special Counsel

U.S. OFFICE OF SPECIAL COUNSEL

1730 M Street, N.W., Suite 300
Washington, D.C. 20036-4505

May 10, 2013

The Honorable Janet Napolitano
Secretary
U.S. Department of Homeland Security
245 Murray Lane
Building 41C
Washington, D.C. 20528

Re: OSC File No. DI-13-1556

Dear Madam Secretary:

Pursuant to my responsibilities as Special Counsel, I am referring to you a whistleblower disclosure that employees of the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE), Houston Field Office, Houston, Texas engaged in conduct that may constitute violations of law, rule, or regulation, gross mismanagement, a gross waste of funds, and an abuse of authority. The Office of Special Counsel (OSC) received these allegations from Mr. Tre Rebstock, an Immigration Enforcement Agent (IEA), who is currently [REDACTED]. Mr. Rebstock has consented to the disclosure of his name.

In brief, Mr. Rebstock alleged the following:

- o ICE, Houston Field Office management, improperly and pervasively used Administratively Uncontrollable Overtime (AUO) to deny employees overtime pay rates.

The U.S. Office of Special Counsel (OSC) is authorized by law to receive disclosures of information from federal employees alleging violations of law, rule, or regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety. 5 U.S.C. § 1213(a) and (b). If I find, on the basis of the information disclosed, that there is a substantial likelihood that one of these conditions exists, I am required to advise the appropriate agency head of my findings, and the agency head is required to conduct an investigation of the allegations and prepare a report *within 60 days of notification of the allegations*. 5 U.S.C. § 1213(c) and (g). OSC will not ordinarily grant an extension of time to an agency in conducting a whistleblower disclosure investigation. However, OSC will consider an extension request where an agency concretely evidences that

The Special Counsel

The Honorable Janet Napolitano

May 10, 2013

Page 2

it is conducting a good faith investigation that will require more time to successfully complete.

Upon receipt, I will review the agency report to determine whether it contains all of the information required by statute and that the findings of the head of the agency appear to be reasonable. 5 U.S.C. § 1213(e)(2). I will determine that the agency's investigative findings and conclusions appear reasonable if they are credible, consistent, and complete based upon the facts in the disclosure, the agency report, and the comments offered by the whistleblower under 5 U.S.C. § 1213(e)(1).

The Code of Federal Regulations permits the payment of AUO "to an employee in a position in which the hours of duty cannot be controlled administratively and which requires substantial amounts of irregular or occasional overtime work...." 5 C.F.R. § 550.151. According to the regulations, an example of a position meeting the requirement "...is that of an investigator of criminal activities whose hours of duty are governed by what criminals do and when they do it." 5 C.F.R. § 550.153(a). In order to be entitled to AUO, an "...employee must remain on duty not merely because it is desirable, but because of compelling reasons inherently related to continuance of his duties, and of such a nature that failure to carry on would constitute negligence." 5 C.F.R. § 550.153(c)(2). The AUO hourly rate is a maximum of 25% over an employee's hourly rate of basic pay. 5 C.F.R. § 550.151; 5 C.F.R. § 550.154(a). By contrast, the overtime hourly rate is one and a half times an employee's hourly rate of basic pay. 5 C.F.R. § 550.113(a).

Mr. Rebstock, an IEA since 2003, alleged that the abuse of AUO is open and pervasive at the ICE Houston District Office. Mr. Rebstock disclosed that IEAs and Deportation Officers in ICE's Houston District Office are frequently and routinely required to work beyond their normal duty hours. These employees are instructed by their supervisors to certify this time as AUO rather than as overtime pay. According to Mr. Rebstock, the invocation of AUO in these situations is improper because the work being performed after the normal duty hours is almost always administrative rather than time-sensitive, investigatory, or compelling. Nevertheless, ICE managers require the use of AUO rather than overtime in order to circumvent a statutory cap on the annual receipt of premium pay at 25% of an employee's salary. 5 U.S.C. § 5545(c)(2). Since the hourly rate of AUO is less than the hourly rate of overtime pay, it is in management's interest to certify time worked beyond normal duty hours as AUO rather than overtime in an effort to delay reaching the 25% cap on premium pay. Mr. Rebstock reported that he was personally directed by Supervisory Detention and Deportation Officer [REDACTED] to use AUO rather than overtime when performing administrative work and to code his AUO certifications a specific way to avoid scrutiny, should the agency experience an audit. Further, Mr. Rebstock alleged that [REDACTED], Assistant Field Office Director [REDACTED], and Acting Field Office Director [REDACTED] were aware of and authorized the improper use of AUO.

The Special Counsel

The Honorable Janet Napolitano

May 10, 2013

Page 3

I have concluded that there is a substantial likelihood that the information provided by the whistleblower to OSC discloses a violation of law, rule, or regulation, gross mismanagement, a gross waste of funds, and an abuse of authority. As previously stated, I am referring this information to you for an investigation of these allegations and a report of your findings within 60 days of your receipt of this letter. By law, this report should be reviewed and signed by you personally. Nevertheless, should you delegate your authority to review and sign the report to the Inspector General, or other agency official, the delegation must be specifically stated and must include the authority to take the actions necessary under 5 U.S.C. § 1213(d)(5). The requirements of the report are set forth at 5 U.S.C. § 1213(c) and (d). A summary of § 1213(d) is enclosed. Please note that where specific violations of law, rule, or regulation are identified, these specific references are not intended to be exclusive. As you conduct your review of these disclosures and prepare your report pursuant to section 1213(d), OSC requests that you include information reflecting any dollar savings, or projected savings, and any management initiatives related to these cost savings, that may result from your review.

As a matter of policy, OSC also requires that your investigators interview Mr. Rebstock at the beginning of the agency investigation when, as in this case, the whistleblower consents to the disclosure of his name. As the subject matter expert, Mr. Rebstock can provide additional information and an explanation of his allegations, thereby streamlining the agency investigation. Please note that where specific violations of law, rule, or regulation are identified, these specific references are not intended to be exclusive.

Further, in some cases, whistleblowers who have made disclosures to OSC that are referred for investigation pursuant to 5 U.S.C. § 1213 also allege retaliation for whistleblowing once the agency is on notice of their claims. I urge you to take all appropriate measures to ensure that the whistleblower and any others who report wrongdoing are protected from such retaliation and from other prohibited personnel practices, including informing those charged with investigation of the allegations that retaliation is unlawful and will not be tolerated.

As required by 5 U.S.C. § 1213(e)(3), I will send copies of the report, along with any comments on the report from the whistleblower and any comments or recommendations from me, to the President and the appropriate oversight committees in the Senate and House of Representatives. Unless the report is classified or prohibited from release by law or by Executive Order requiring that information be kept secret in the interest of national defense or the conduct of foreign affairs, OSC will place a copy of the report in a public file in accordance with 5 U.S.C. § 1219(a). To prevent public disclosure of personally identifiable information (PII), OSC requests that you ensure that the report does not contain any sensitive PII, such as Social Security numbers, home addresses and phone numbers, personal e-mail addresses, dates and places of birth, and personal financial information. OSC does not consider names and titles to be sensitive PII requiring redaction. Agencies are requested not to redact such information in reports provided to OSC for the public file.

The Special Counsel

The Honorable Janet Napolitano

May 10, 2013

Page 4

Please refer to our file number in any correspondence on this matter. If you need further information, please contact [REDACTED], Chief of the Disclosure Unit, at [REDACTED]. I am also available for any questions you may have.

Sincerely,



Carolyn N. Lerner

Enclosure

Enclosure

Requirements of 5 U.S.C. § 1213(d)

Any report required under subsection (c) shall be reviewed and signed by the head of the agency and shall include:

- (1) a summary of the information with respect to which the investigation was initiated;
- (2) a description of the conduct of the investigation;
- (3) a summary of any evidence obtained from the investigation;
- (4) a listing of any violation or apparent violation of law, rule, or regulation; and
- (5) a description of any action taken or planned as a result of the investigation, such as:
 - (A) changes in agency rules, regulations or practices;
 - (B) the restoration of any aggrieved employee;
 - (C) disciplinary action against any employee; and
 - (D) referral to the Attorney General of any evidence of criminal violation.

In addition, we are interested in learning of any dollar savings, or projected savings, and any management initiatives that may result from this review.

To prevent public disclosure of personally identifiable information (PII), OSC requests that you ensure that the report does not contain any sensitive PII, such as Social Security numbers, home addresses and phone numbers, personal e-mail addresses, dates and places of birth, and personal financial information. With the exception of patient names, OSC does not consider names and titles to be sensitive PII requiring redaction. Agencies are requested not to redact such information in reports provided to OSC for inclusion in the public file.

¹ Should you decide to delegate authority to another official to review and sign the report, your delegation must be specifically stated.

EXHIBIT 2

**U.S. Immigration and Customs Enforcement
Office of Professional Responsibility**

AFFIDAVIT

State of: TEXAS

County of: HARRIS

I, Tre Rebstock, being duly sworn, hereby depose and state:

I am providing the following sworn statement in response to questions, which were posed to me by the U.S. Immigration and Customs Enforcement, Office of Professional Responsibility on ~~February 6, 2013~~ **June 12, 2013** TR [initials]

Q1: Please state your full name, present position and grade.

A1: Tre Ian Rebstock, Immigration Enforcement Agent, [REDACTED]

Q2: How long have you been employed by U.S. Immigration and Customs Enforcement?

A2: I have been employed by the U.S. Immigration and Customs Enforcement since 2003, [REDACTED]

Q3: What is your current assignment and duty station?

A3: I am currently an Immigration Enforcement Agent assigned to the Enforcement and Removal Operations in Huntsville, Texas.

Q4: Do you consider yourself to be under the influence of any medication, alcohol or any other substance at this time? If so, please describe.

A4: No.

Q5: Do you have any condition, which would adversely affect your ability to answer these questions completely and truthfully? If so, please explain.

A5: No.

Q6: As a bargaining unit employee, you have a right to Union Representation. What bargaining unit are you a member of, and would you like to have a union representative present with you today for this interview?

A6: Yes, I would like to have a union representative present for this interview. I am currently a bargaining unit employee of the American Federation of Government Employees (AFGE) Local 3332, and I have chosen [REDACTED], AFGE

National Representative to serve as my Union Representative/Steward for this interview.

Q7: Are you a local or national office holder in the AFGE union?

A7: Yes. I serve as the local president.

Q8: How long have you served as the local President of AFGE/AFL-CIO Local 3332?

A8: I believe I started in late 2007 or early 2008 as the Local President.

Q9: On or about January 2013, did you file an allegation with the U.S. Office of Special Counsel (OSC) alleging that Enforcement and Removal Operations (ERO) Houston field office management improperly and pervasively used or uses Administratively Uncontrollable Overtime (AUO) to deny employees overtime pay rates?

A9: Yes. It was somewhere around December 2012 or January 2013, I filed the allegation with the OSC.

Q10: At any time, between January 2013, and June 3, 2013, did you consent to the disclosure of your name for the purposes of the above-mentioned OSC allegation. Specifically, did you consent to the disclosure of your name pursuant to the allegation that ERO Houston field office management improperly and pervasively used or uses Administratively Uncontrollable Overtime (AUO) to deny employees overtime pay rates?

A10: Yes, the OSC investigator gave me the indication that it would be difficult to proceed with an investigation without the use of my name. So, I consented to the use of my name in furtherance of the investigation.

Q11: The remaining questions contained in this statement will deal primarily with the abuse of AUO allegations you made to the OSC on or about January 2013. Do you understand this statement?

A11: Yes, I understand.

Q12: Please explain in your own words what how you would define Administratively Uncontrollable Overtime.

A12: AUO is defined as a premium pay that covers the continuation of a duty that would be negligent or criminal to stop. For example, if I would transport an alien, and my shift was over, I could not simply stop transporting the alien. The mere fact that my shift has ended, does not allow me to discontinue my duties as an officer, it would be criminal to discontinue working in this capacity.

Also, AUO is paid up to 25%, based upon the number of hours an employee works over 40 hours in a work week or 80 in a pay period, and then it is averaged quarterly. AUO is not approved prior to the administrative workweek, as other

premium pay is, such as 1945 act overtime, time and ½ overtime, and/or other premium pay.

Also, by statutory definition, AUO is administratively uncontrollable and should be determined by an unsupervised employee, when he or she should work it.

Q13: Would you say the assignment of AUO work is qualifying versus non-qualifying?

A13: Yes I would. For instance, there are work assignments given by management that do qualify as AUO work and then there are some work assignments assigned by management that do not qualify as AUO work related duties.

Q14: With regards to the assignment of AUO duties by ERO Management, what would you deem as AUO qualifying work?

A14: Transporting Alien's from an outside law enforcement to ICE custody to the point of processing an alien, or if an alien is sitting in front of you and an employee continues what he is doing, then that would quality as AUO. Or if an employee is working in the Fugitive Operations Unit and they are trailing an alien, that would qualify as AUO qualify work.

Q15: With regards to the assignment of AUO, what would you deem as AUO non-qualifying work?

A15: Duties that an employee can stop doing without a threat to the public or other people. For instance, processing aliens who are currently in the custody of Texas Department of Criminal Justice system, because these are aliens who are not expected to be released for months or years. This kind of work could be completed during the next workday as this alien would still be incarcerated, thereby making this type of work Administratively Controllable. And the alien at this point would not pose a threat or danger to the public or community.

Q16: Did you allege that the abuse of AUO at the ERO Houston Field Office is open and pervasive?

A16: Yes, I did.

Q17: Please describe what you mean by the abuse of AUO by ERO Houston Field Office? Please explain.

A17: By open, I would define it as most of the AUO qualified officers and their supervisors know that the AUO abuse is going on. By pervasive, ERO management has fostered an environment where ERO employees don't think that they are doing anything wrong. That's what I meant by open and pervasive.

Q18: Did you allege that ERO Houston Field Office Management frequently approves AUO work that is not considered AUO qualifying work per the federal guidelines? If so, please explain.

A18: Yes, I did. As I have stated before, the Texas Department of Criminal Justice (TDCJ) aliens who are not scheduled to be release any time soon, would be processed during AUO duty hours. This type of work is considered controllable and would not qualify as AUO.

Another example is, AUO qualified officers would be handed a stack of files at the end of their 8 hour shift and told to process these files during AUO time, when an alien is still in TDCJ custody. This kind of work is considered controllable and could be performed during the next work day.

Q19: Do you have email documentation or other written documentation to support the allegation that ERO Houston Field Office Management frequently approves AUO work that is not considered AUO qualifying work per the federal guidelines? If so, please explain.

A19: I have the documentation, but I do not have access to my documentation. Unfortunately, my email documentation to support my allegation is currently stored on my government hard drive and I am not authorized to access these documents, which would include the Time and Attendance AUO justifications related records.

Additionally, AUO qualified employees have to log their AUO hours in WebTA, but WebTA does not have a place to justify the type of AUO work being performed. Also, AUO qualified employees must fill out a form on a bi-weekly basis, this form would contain the AUO justifications.

Q20: Do you have specific dates or a time frame of which you alleged that management would send emails to AUO Qualified employees requesting them to work AUO non-qualifying work? If so, please provide the time frame.

A20: I do not have specific dates, but I can recommend you check my email traffic for the calendar years of 2011 to 2012.

Q21: Did you allege that Immigration Enforcement Agents (IEA's) and Deportation Officer's (DO's) at the ICE's ERO Houston District Office are frequently and routinely ordered to work beyond their normal duty hours conducting work that is not deemed as routine work duties and are being compensated with AUO? If so, please explain.

A21: Yes. For example, at the Houston Contract Detention Center on Greens Road, this facility is a 24 hour operation with multiple shifts, and yet routinely, at the end of an employee's shift, a supervisor walks up to an employee 30 minutes before the end of a shift and hands the employee a-files to process on AUO time. These duties could easily be handed off to the next shift, or they are duties that could be handled the next available work day, because the aliens are in custody and do not pose an immediate threat to the public or others.

Q22: Did you allege that the use of AUO in the ERO Houston Field Office comprises of work that is administrative in nature and controllable, therefore, it should not be compensated utilizing AUO premium pay?

A22: Yes.

Q23: Are you aware of specific incidents where an employee was instructed by his supervisor to certify non-qualifying AUO work as AUO qualified duties? If so, please explain.

A23: Yes. The closest I can get to a specific instance, is on or about July 2012, I was instructed to change my AUO justification from "Cleaned up Paperwork" to case work. My supervisor, Supervisory Detention and Deportation Officer (SDDO) [REDACTED], specifically told me to change the justification to "Case work" I am sure he would deny this, but I had a discussion with SDDO [REDACTED] and I complied. Therefore, you will find on my AUO justification biweekly form prior to July 2012, the words "Cleaned up Paperwork." And on or after July 2012, my justifications changed to the wording "Case work."

Q24: In the preceding answer, what does "Cleaned up Paperwork" mean?

A24: Cleaned up Paperwork is an instance where I have started an operation and the operation, such as the movement and/or transport of detainees, cannot be finished until I am done. So, in this instance, "cleaned up paperwork" is qualifying AUO work because it is not controllable.

Q25: in the answer #23, what do you mean by the term: "case work?"

A25: Case work is routine work that can be performed on the next available day. Such as processing TDCJ inmates, who are in custody and these inmates do not pose an immediate threat to the public or others. This routine case work can be performed on the next shift or available work day.

Q26: Do you have email documentation to support the allegation that SDDO [REDACTED] or any other supervisor instructed employees to certify non-qualifying AUO work as qualifying duties. If so, please explain.

A26: No, I do not. That was an in person conversation between me and SDDO [REDACTED], and I am certain that he would deny or claim that he does not remember this conversation. But management has sent emails to employees regarding the assignment of AUO work.

Q27: Have you ever been personally directed by any ERO/Houston management official to claim AUO in lieu of overtime when performing administrative work in order to avoid scrutiny, in the event the agency experiences an audit? If so, please explain.

A27: No, I have not been instructed to claim AUO in lieu of overtime, but the understanding is there due to management having denied the overtime request in the past and instructed employees to claim AUO in lieu of overtime.

Q28: Do you know of any specific ERO Houston Field Office employees, who may have conducted non AUO-qualifying work at the ERO Houston Field Office or

sub offices, and had AUO approved by their immediate or higher level supervisor? If so, please explain.

- A28: No, because the practice was so pervasive, the lists of employees who have been in this situation are longer than the employees who have not. But outside of my own situation, I can only recommend an AUO audit.
- Q29: Have you personally ever conducted non AUO-qualifying work at the ERO Houston Field Office or sub offices, and had AUO approved by your immediate or higher level supervisor? If so, please explain.
- A29: Yes, I have.
- Q30: Have you ever informed a supervisor that the work assigned to you to conduct AUO after you have completed your normal work day are duties that are not considered AUO qualifying work? If so, please explain.
- A30: Yes. On or about July 2012, I informed SDDO [REDACTED] that the work I was doing was not considered AUO work. During this meeting, SDDO [REDACTED] instructed me to change my AUO justifications from "Cleaned up paperwork" in the event our office would be the subject of an AUO audit. I complied with SDDO [REDACTED] request.
- Q31: After you were assigned to conduct non-qualifying AUO work after a regularly scheduled shift, have you ever informed a supervisor that you cannot stay and conduct this type of non-qualifying work; instead this duty should be conducted on the next work day? If so, please explain.
- A31: Yes. On or about July 2012, I informed SDDO [REDACTED] of the non-qualifying AUO and he simply instructed me to change my AUO justifications.
- Q32: Have you ever filed a complaint with ERO Houston Field management directly, regarding the allegation of improper assignment of AUO premium pay? If so, please explain.
- A32: In my capacity as the Union local president, we have had a number of grievances filed with management regarding misuse and abuse of AUO.
- Q33: Would you have any documents to support these grievances filed with ERO management regarding their alleged misuse or abuse of AUO? Is so, please explain.
- A33: I personally don't, but one of the other union stewards would have a copy of AUO grievances and ERO management should have a copy of these grievances, as well.
- Q34: Do you know of specific instances where an employee received credit for hours of work for AUO pay that does not involve independent, investigative or other administratively uncontrollable work? If so, please explain.

- A34: No, outside of my own example, I cannot give you specific instances, dates and times. Basically an AUO audit would handle this.
- Q35: Can you cite examples of AUO justifications and/or wordings that you would consider an incorrect classification of AUO?
- A35: No, I have not reviewed anyone else's Time and Attendance. Therefore, I cannot provide any examples of other justification wordings used to support the AUO premium pay.
- Q36: Have you ever told your supervisor that "Case work" doesn't qualify as AUO? If so, please explain.
- A36: Yes, my conversation with SDDO [REDACTED] on or about July 2012. And his response was that if we change the justification wording, then this would be defensible in the event of an AUO audit.
- Q37: To your knowledge, whose responsibility is it to ensure that qualifying work is being conducted during AUO duties?
- A37: Based upon statutory definition, it is the employee's responsibility to recognize when to conduct AUO duties that would become negligent or criminal in nature if the work were to cease. But it is a supervisor's responsibility to review and monitor any employee's submission of AUO hours in order to correct any instances of AUO misuse.
- Q38: Why would an employee write down, certify, and submit on a government form an AUO justification (including but not limited to "Case work") that does not support the work as being AUO, or as reasonable AUO qualifying work?
- A38: Employees would do this because they were instructed by a supervisor to do so.
- Q39: Do you know of instances when an employee was asked to work AUO instead of 1945 overtime or time and ½. If so, please explain.
- A39: Yes. For example, during the international transportation of aliens to their home country, these are instances when overtime or time and ½ should be used instead of AUO. These hours are approved prior to the administrative workweek; and therefore, this should be defined as overtime. However, substitute employees are routinely instructed to use AUO time instead of overtime. This is a benefit to the agency in that time and ½ is more of a cost savings than AUO.

To me, this tactic cheats the employee and violates the statutory definition of AUO, because of the \$35,000 statutory premium pay cap set out by Congress. In this manner, an employee is required to work more hours performing non AUO related duties, and management prevents the employee from reaching the statutory pay cap as quickly.

Q40: Would you describe the allegation of abuse or misuse of AUO premium pay as a problem for the ICE ERO/Huntsville sub-office or the ERO/Houston Field office, as a whole.

A40: The ICE ERO/Houston field office as a whole.

Q41: Is there anything else you would like to add to your statement?

A41: The only thing is that I will add that it is all about the money. ERO management is playing a shell game with government money, because Congress is watching how the budget is being used.

The contents of this statement, which consists of 8 pages, are true and correct to the best of my knowledge and belief. I have been given an opportunity to make any corrections, additions, or deletions.

AT: ICE Office of Professional Responsibility 2000 Crawford Street, Suite 1000
Houston, TX 77002

Sworn and Subscribed By:



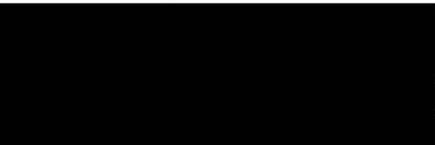
AFFIANT
Tre Rebstock

Before me this 12th day of June, 2013



SSA

Senior Special Agent
U.S. Immigration and Customs Enforcement
Office of Professional Responsibility



SSA

Senior Special Agent
U.S. Immigration and Customs Enforcement
Office of Professional Responsibility

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

ADVISEMENT
TITLE 18, UNITED STATES CODE, SECTION 1001

Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branches of the Government of the United States, knowingly and willfully:

- 1) Falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
- 2) Makes any materially false, fictitious, or fraudulent statement or representation; or
- 3) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than five (5) years, or both

I have been advised that Title 18, United States Code, Section 1001, is a federal law. I have read the above information and understand the provisions of Title 18, United States Code, Section 1001, and the possible penalties for violation of this law. I also understand that violation of this law is a felony offense.

This advisement was made prior to the interview of Tre Rebstock
(Employee's Name)

on 06/12/2013, (mm/dd/yyyy) at 10:40 (time, a.m./p.m.)



Senior Special Agent

Name and Title of Interviewing Official
U.S. Immigration and Customs Enforcement

Employee Signature

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

**THIRD PARTY WITNESS INTERVIEW NOTIFICATION
FOR BARGAINING UNIT EMPLOYEES**

You are not currently the subject of this investigation. However, you may be held responsible for any false statements you make or for any administrative violation that you admit.

Therefore, if at any time during the interview you reasonably believe that you may be subjected to discipline as a result of your statements, you may request representation by the exclusively recognized labor organization for the unit in which you work.

As an employee of the Department of Homeland Security, you are required to cooperate in this investigation by answering questions truthfully and under oath, both orally and in writing, and to provide documents and other materials concerning matters of official interest as part of this investigation. Failure or refusal to cooperate may subject you to disciplinary action, up to and including removal.

I, Tre Rebstock acknowledge
(Employee's Name)

receipt of the aforementioned notification of my rights.


Employee Signature

06/12/2013
Date

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

WEINGARTEN RIGHTS

EMPLOYEE NOTIFICATION REGARDING UNION REPRESENTATION

Pursuant to 5 U.S.C. 7114(a)(2)(B), you have the right to be represented during the interview about to take place by a person designated by the exclusively recognized labor organization for the unit in which you work, if

(a) you reasonably believe that the results of this interview may result in disciplinary action against you; and

(b) you request representation.

I, Tre Rebstock acknowledge
(Employee's Name)

receipt of the aforementioned notification of my right to representation.



Signature of Employee

06/12/2013
Date

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

DISCLOSURE WARNING FOR BARGAINING UNIT EMPLOYEES
WARNING TO NOT DISCLOSE INVESTIGATIVE INFORMATION

You are being interviewed as part of a continuing official investigation by the U.S. Immigration and Customs Enforcement, Office of Professional Responsibility. As this investigation is sensitive in nature, you are instructed not to discuss the nature of this interview with any other person(s), except private legal counsel or your union representative.

Failure to comply with this directive could subject you to disciplinary and/or criminal action for interfering with or impeding an official investigation.

This advisement was made prior to the interview of Tre Rehstock
(Employee's Name)

on 06/12/2013 (mm/dd/yyyy) at 10:37 (time, a.m./p.m.).



Senior Special Agent

Name and Title of Interviewing Official
U.S. Immigration and Customs Enforcement

[Handwritten Signature] SEA

Employee Signature

EXHIBIT 3

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

DISCLOSURE WARNING FOR UNION REPRESENTATIVE

WARNING TO NOT DISCLOSE INVESTIGATIVE INFORMATION

You are acting as a Union Representative in connection with an interview of an Agency employee as part of a continuing, official investigation being conducted by the U.S. Immigration and Customs Enforcement, Office of Professional Responsibility.

As this investigation is sensitive in nature, you are instructed not to discuss the nature of this interview with any other person(s), except the person being interviewed and with other union officials who are not parties of this investigation, and only as may be required to perform your representational duties. A party to the investigation is an individual who has been identified as either a witness or the subject of the investigation.

Failure to comply with this directive could subject you to disciplinary and/or criminal action for interfering or impeding an official investigation.

This advisement was made to _____, _____
(Name of Union Representative)

prior to the interview of _____ Tre REBSTOCK _____
(Name of Employee)

which was conducted on _____ 06/12/2013 _____ (mm/dd/yyyy)

at 1037 am (time, a.m./p.m.).

Senior Special Agent
Name and Title of Interviewing Official
U.S. Immigration and Customs Enforcement

Employee Signature AFGE National Rep

EXHIBIT 4

Enforcement and Removal Operations

126 Northpoint Drive
Houston, Texas 77060



**Homeland
Security**

December 17, 2012

MEMORANDUM FOR: TRE REBSTOCK

FROM: [REDACTED], FIELD OFFICE DIRECTOR

SUBJECT: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Addressee's Name: Tre Rebstock
Page 2

If you have any questions, they must be directed through your specified chain of command to my attention. This order will remain in effect until further notice.



12/17/2012
Date

Field Office Director

Acknowledgement of Receipt: *[Signature]*

Date: 12-18-12

EXHIBIT 5

**U.S. Immigration and Customs Enforcement
Office of Professional Responsibility**

AFFIDAVIT

State of: TEXAS

County of: WALKER

I, [REDACTED], being duly sworn, hereby depose and state:

I am providing the following sworn statement in response to questions, which were posed to me by the U.S. Immigration and Customs Enforcement, Office of Professional Responsibility on June 21, 2013.

Q1: Please state your full name, present position and grade.

A1: [REDACTED], Supervisory Detention and Deportation Officer, [REDACTED]

Q2: How long have you been employed by U.S. Immigration and Customs Enforcement?

A2: I have been employed by the U.S. Immigration and Customs Enforcement since its inception in 2003. [REDACTED]

Q3: What is your current assignment and duty station?

A3: I am currently a Supervisory Detention and Deportation Officer assigned to the Enforcement and Removal Operations in Huntsville, Texas.

Q4: How long have you been a Supervisory Detention and Deportation Officer?

A4: I have been an SDDO since February 2007.

Q5: Do you consider yourself to be under the influence of any medication, alcohol or any other substance at this time? If so, please describe.

A5: No.

Q6: Do you have any condition, which would adversely affect your ability to answer these questions completely and truthfully? If so, please explain.

A6: No.

Q7: For the purpose of this written statement, and generally speaking, Administratively Uncontrollable Overtime (herein, AUO) is defined as the payment of premium pay on an annual basis to an employee in a position in which the hours of duty cannot be controlled administratively and which requires substantial amounts of irregular or occasional overtime work, with the employee

6/21/2013

generally being responsible for recognizing, without supervision, circumstances which require the employee to remain on duty. Do you understand this statement?

A7: Yes, I do.

Q8: In your capacity as SDDO, do you have authority to assign and/or approve AUO and/or certify AUO premium pay on behalf of AUO qualified employees?

A8: Yes, I do.

Q9: With regards to the assignment of AUO duties by ERO Management, what work assignments would you deem as AUO qualifying work or administratively uncontrollable?

A9: Those duties associated with the operation requiring employees to complete without hindering the operation. For examples, when detainees are released from prison, when detainees have to be served with ICE documents, transporting ICE detainees, escorting aliens, and conducting interviews at the last minute of aliens. Basically, any enforcement activity which needs to be completed after regular work hours, for the necessary operation of the office.

Q10: With regards to the assignment of AUO duties by ERO Management, what work assignments would you deem as AUO non-qualifying work or administratively controllable?

A10: Those duties like conducting Union Business, or conducting administrative duties, or conducting non-law enforcement related duties. For example, completing Time and Attendance records, hanging out in the office without any work related purpose, and/or conducting union interviews or activities.

Q11: Are you familiar with the U.S. Department of Homeland Security ICE Form "Record of AUO Hours Worked"? If so, please explain this form.

A11: Yes. The purpose of this form is used to justify an employee's administratively uncontrollable overtime hours worked. It also documents excludable days which is used to compute an employee's AUO percentage up to the 25% limit. The form is also used to justify the computation of pay for AUO hours worked. This document is also used for audit purposes in an event in which the office may be subjected to an audit.

Q12: On today, I have shown you copies of 2011 and 2012 Time and Attendance files belonging to Immigration Enforcement Agent (IEA) Tre Rebstock, ERO/Huntsville. Have you had an opportunity to review these files?

A12: Yes, I have.

Q13: Contained in IEA Rebstock's 2011 and 2012 Time and Attendance files were copies of ICE Form "Record of AUO Hours Worked" containing the justification

for AUO Hours worked was "Cleaned up Paperwork." What does "Cleaned up Paperwork" duties consist of?

A13: To me, "cleaned up paperwork" means that this employee was correcting documents or editing paperwork that this employee was working on previously. This is my perception of what this employee may have meant when he used the justification "Cleaned up Paperwork". I have talked to this employee about this justification and have asked him to be more articulate in his justifications.

Q14: With regard to the previous question, would the AUO justification of "Cleaned up Paperwork," be considered administratively uncontrollable overtime or controllable overtime? Please explain.

A14: On a bi-weekly basis, the employee is required to turn in their record of Hours worked AUO form. It is at this time that, supervisors have the opportunity to review the form.

Therefore, the term "Cleaned up Paperwork" in my opinion would be questionable. As the employee's use of AUO is deemed self-directed, I have asked this employee and other employees for clearer explanations as to what duties they are performing on AUO. But this occurs only after the employee has submitted the form on a bi-weekly basis.

Q15: Contained in IEA Rebstock's 2011 and 2012 Time and Attendance files were copies of ICE Form "Record of AUO Hours Worked" containing the justification for AUO Hours worked was "Casework." What does "Casework" duties consist of?

A15: Casework in my opinion means, this employee was working or processing ICE removal cases.

Q16: With regard to the previous question, would the AUO justification of "Casework," be considered administratively uncontrollable overtime or controllable overtime? Please explain.

A16: Yes, I would. AUO duties are necessary for the completion of Casework so that the office can stay ahead of the game. For instance, some inmates are not expected to be release for a lengthy time, and then, in an instance they are released from state or local custody without much notice to our office. So performing Casework is considered AUO, because it is needed in keeping the operation going.

Q17: Have you ever instructed any ERO employee to change the ICE Form "Records of AUO Hours Worked" (reasons for AUO justification) from "Cleaned up paperwork" to a different justification in the event the ERO office would be subject to an AUO audit? If so, please explain.

A17: No. But I have approved AUO justifications and then instructed an employee to be more articulate in their justifications for claiming AUO. My intent was to correct deficiencies and produce a better quality of justification for AUO. But the

overall problem of AUO justification wordings is that the employees are sometimes non-specific and just simply need to be more articulate.

Q18: Has any employee ever informed you that the overtime work, which they were conducting after their regularly scheduled shift, was not considered AUO qualifying work? If so, please explain.

A18: Yes, I have had employees correct their AUO justifications. There was an issue a while back when we had a town hall meeting and after the town hall meeting had ended, some employees tried to justify claiming AUO for a side meeting, which was not work related.

Since this activity was not official work related duties, I instructed those employees to correct their AUO form and not claim AUO. Because the meeting they decided to have, after the town hall meeting had ended, was not considered an appropriate justification for claiming AUO. As a result, the employees corrected their Time and Attendance record to reflect the proper justification. I am certain that there are other instances when I have instructed employees to amend their AUO hours and to my recollection, there were no issues.

Q19: Has any employee ever informed you that the duties, which they were conducting after their regularly scheduled shift, was considered non-qualifying AUO work (administratively controllable), and therefore, this work assignment should be compensated with time and ½ overtime? If so, please explain.

A19: No, I don't think so.

Q20: Has any employee ever informed you that the duties, which they were conducting after their regularly scheduled shift, was considered non-qualifying AUO work (administratively controllable); and therefore, this work assignment should or could be completed on the next work day or shift? If so, please explain.

A20: No, I don't think so. I don't remember anybody bringing this issue up.

Q21: On or about July 2012, did you instruct Immigration Enforcement Agent (IEA) Tre Rebstock to change his ICE Form "Records of AUO Hours Worked" justification wording to a different justification, and later followed up with a statement that this change in AUO justification would be defensible in the event of an AUO audit? If so, please explain.

A21: Yes, that sounds like something I would have said, however, I am not certain of the time frame. I was not trying to conceal anything; I was just attempting to get IEA Rebstock to be clearer in his AUO justifications. My intent was for him to be more articulate with AUO justifications.

Q22: Is there anything else you would like to add to your statement?

A22: I have noted deficiencies with employee's use of the AUO form and as a result, I provided employees with assistance in appropriate justifications for claiming

AUO. My intent was not to conceal or cover-up, rather my intent was for the employees to be more specific with their AUO claims.

In fact, I think I have sent an email to the employees regarding AUO justification deficiencies that I have noticed. My email to office employees was to help them with their justifications. In my opinion, some employees tried to use a "one size fits all" term to justify claiming AUO. My intent was never disciplinary in nature, rather my intent was for a more appropriate and accurate use of terms for justifying AUO.

In my opinion, the majority of employees are correctly justify there claims of AUO and a few need employees need correcting.

The contents of this statement, which consists of 5 pages, are true and correct to the best of my knowledge and belief. I have been given an opportunity to make any corrections, additions, or deletions.

AT: ICE Enforcement and Removal Office located at 7405 C-1, Highway 75 South, Huntsville, TX, 77344

Sworn and Subscribed By:

[Redacted Signature]

AFFIANT

[Redacted]

Before me this 21st day of June, 2013.

[Redacted]

SSA

Senior Special Agent
U.S. Immigration and Customs Enforcement
Office of Professional Responsibility

[Redacted]

Senior Special Agent
U.S. Immigration and Customs Enforcement
Office of Professional Responsibility

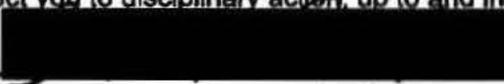
DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

**THIRD PARTY WITNESS INTERVIEW NOTIFICATION
FOR NON-BARGAINING UNIT EMPLOYEES**

You are not currently the subject of this investigation. However, you may be held responsible for any false statements you make, or for any administrative violation that you admit.

As an employee of the Department of Homeland Security, you are required to cooperate in this investigation by answering questions truthfully and under oath, both orally and in writing, and to provide documents and other materials concerning matters of official interest as part of this investigation. Failure or refusal to cooperate may subject you to disciplinary action, up to and including removal.



 (me)



Employee Signature

06/21/2013

Date

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

ADVISEMENT
TITLE 18, UNITED STATES CODE, SECTION 1001

Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branches of the Government of the United States, knowingly and willfully:

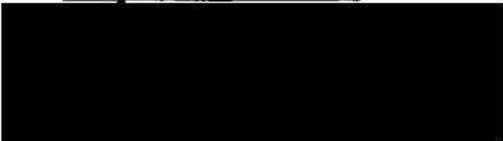
- 1) Falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
- 2) Makes any materially false, fictitious, or fraudulent statement or representation; or
- 3) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than five (5) years, or both

I have been advised that Title 18, United States Code, Section 1001, is a federal law. I have read the above information and understand the provisions of Title 18, United States Code, Section 1001, and the possible penalties for violation of this law. I also understand that violation of this law is a felony offense.

This advisement was made prior to the interview of SDDO 
(Employee's Name)

on 06/21/2013 (mm/dd/yyyy) at 1201 (time, a.m./p.m.)

  Senior Special Agent

Name and Title of Interviewing Official
U.S. Immigration and Customs Enforcement


Employee Signature

EXHIBIT 6

[REDACTED]

From: [REDACTED]
Sent: Thursday, May 31, 2012 7:24 AM
To: [REDACTED]
[REDACTED] Rebstock, Tre I; [REDACTED]
Cc: [REDACTED]
Subject: Record of AUO Hours Worked

Everyone,

When preparing you AUO form, on the Reason for AUO worked or Absence we will need to document the duties performed. Below are some examples of duties that would be suitable for documenting these hours:

- ID Case Work/Processing Cases
- Performing Record Checks for Release cases
- Working on Medical/USC Claims
- ID Releases and Prep

This is just an example of a few reasons. Simple "Continuation of Duties" will not be enough. If there is an AUO audit, we will need to show the duties worked during that time.

If you have any questions, please come and ask me.

Thanks

[REDACTED] [REDACTED]
SDDO-FHO
Huntsville, TX
[REDACTED] Office
[REDACTED] Cell

WARNING: This document has been designated DHS Law Enforcement Sensitive and is to be controlled, handled, transmitted, distributed, and disposed of in accordance with DHS and ICE policy relating to Law Enforcement Sensitive information. This information can be distributed further within DHS on a need-to-know basis; however, it may not be distributed outside DHS without authorization from the originating office. Nothing in this document should be furnished to the media, either in written or verbal form.

EXHIBIT 7

**U.S. Immigration and Customs Enforcement
Office of Professional Responsibility**

AFFIDAVIT

State of: TEXAS

County of: WALKER

I, [REDACTED], being duly sworn, hereby depose and state:

I am providing the following sworn statement in response to questions, which were posed to me by the U.S. Immigration and Customs Enforcement, Office of Professional Responsibility on June 21, 2013.

Q1: Please state your full name, present position and grade.

A1: [REDACTED], Supervisory Detention and Deportation Officer [REDACTED]

Q2: How long have you been employed by U.S. Immigration and Customs Enforcement?

A2: I have been employed by the U.S. Immigration and Customs Enforcement since its inception in 2003. [REDACTED]

Q3: What is your current assignment and duty station?

A3: I am currently a Supervisory Detention and Deportation Officer assigned to the Enforcement and Removal Operations in Huntsville, Texas.

Q4: How long have you been a Supervisory Detention and Deportation Officer?

A4: I have been a SDDO since 2009.

Q5: Do you consider yourself to be under the influence of any medication, alcohol or any other substance at this time? If so, please describe.

A5: No.

Q6: Do you have any condition, which would adversely affect your ability to answer these questions completely and truthfully? If so, please explain.

A6: No.

Q7: For the purpose of this written statement, and generally speaking, Administratively Uncontrollable Overtime (herein, AUO) is defined as the payment of premium pay on an annual basis to an employee in a position in which the hours of duty cannot be controlled administratively and which requires substantial amounts of irregular or occasional overtime work, with the employee generally being responsible for recognizing, without supervision, circumstances which require the employee to remain on duty. Do you understand this statement?

A7: Yes, I do.

Q8: In your capacity as SDDO, do you have authority to assign and/or approve AUO and/or certify AUO premium pay on behalf of AUO qualified employees?

A8: Yes, I do

Q9: With regards to the assignment of AUO duties by ERO Management, what work assignments would you deem as AUO qualifying work or administratively uncontrollable?

A9: Normally, at this particular office, the continuation of case work. What I mean by the continuation of case work, is work being performed by officers who are working on cases which cannot be completed on the next day. Especially if they are processing detainee releases. Another example would be ICE detainees coming into our custody from state prison. Another example is Risk Classification Assessment, which is a new function where officers are required to perform certain duties when an ICE detainee comes into ERO custody.

Q10: With regards to the assignment of AUO duties by ERO Management, what work assignments would you deem as AUO non-qualifying work or administratively controllable?

A10: Work duties that can be controlled such as completing Time and Attendance Reports.

Q11: Are you familiar with the U.S. Department of Homeland Security ICE Form "Record of AUO Hours Worked?" If so, please explain this form.

A11: Yes, I am. The "Record of AUO Hours Worked" form is used for officers to certify what duties they are completing during the course of the pay period.

Q12: On today, I have shown you copies of 2011 and 2012 Time and Attendance files belonging to Immigration Enforcement Agent (IEA) Tre Rebstock, ERO/Huntsville. Have you had an opportunity to review these files?

A12: Yes, I briefly looked at them today.

Q13: Contained in IEA Rebstock's 2011 and 2012 Time and Attendance files were copies of ICE Form "Record of AUO Hours Worked" containing the justification for AUO Hours worked was "Cleaned up Paperwork." What does "Cleaned up Paperwork" duties consist of?

A13: "Cleaned up Paperwork" could mean several things. It could have meant that IEA Rebstock was completing paperwork from a case he had worked on earlier in the day or he could have been conducting record checks, or requesting certified judgment and conviction documents, or he could have been performing duties which could not be controlled during his regular work day.

Q14: With regard to the previous question, would the AUO justification of "Cleaned up Paperwork," be considered administratively uncontrollable overtime or controllable overtime? Please explain.

A14: I would consider this type of activity as Administratively Uncontrollable Overtime and a proper justification of AUO pay as I know it to be.

Q15: With regards to being compensated with AUO premium pay, would the following justification of "Completed VU Training" be considered an AUO qualifying duty? If yes, please explain.

A15: I am not certain; it would depend on whether or not there was an Agency deadline or what the content of the specific training entailed. So I cannot say for sure.

Q16: On May 17, 2011, IEA Rebstock claimed two hours of AUO premium pay and provided the following justification "Completed VU Training." Was this a misuse of AUO premium pay? If so, please explain.

A16: Not that I can recall. Being that it was so long ago, I can only guess that the training entailed either an agency specific deadline or something enforcement related.

Q17: Have you ever instructed Immigration Enforcement Agent (IEA) Tre Rebstock to change his ICE Form "Records of AUO Hours Worked" justification wording to a different justification, for any reason? If so, please explain.

A17: No, I don't think so. Nothing that I can recall.

Q18: Is there anything else you would like to add to your statement?

A18: No.

The contents of this statement, which consists of 4 pages, are true and correct to the best of my knowledge and belief. I have been given an opportunity to make any corrections, additions, or deletions.

AT: ICE Enforcement and Removal Office located at 7405 Highway 75 South, C-1, Huntsville, TX, 77344

Sworn and Subscribed By:



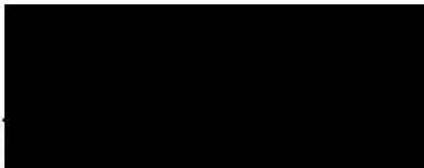
AFFIRANT

Before me this 21st day of June, 2013



SSA

Senior Special Agent
U.S. Immigration and Customs Enforcement
Office of Professional Responsibility



SSA

Senior Special Agent
U.S. Immigration and Customs Enforcement
Office of Professional Responsibility



DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

DISCLOSURE WARNING FOR NON-BARGAINING UNIT EMPLOYEES

WARNING TO NOT DISCLOSE INVESTIGATIVE INFORMATION

You are being interviewed as part of a continuing official investigation by the U.S. Immigration and Customs Enforcement, Office of Professional Responsibility. As this investigation is sensitive in nature, you are instructed not to discuss the nature of this interview with any other person(s), except private legal counsel. Failure to comply with this directive could subject you to disciplinary and/or criminal action for interfering with or impeding an official investigation.

I, [REDACTED] have read and understand
(Employee's Name)

the above warning.

[REDACTED]
Signature

06/21/2013
Date

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

**THIRD PARTY WITNESS INTERVIEW NOTIFICATION
FOR NON-BARGAINING UNIT EMPLOYEES**

You are not currently the subject of this investigation. However, you may be held responsible for any false statements you make, or for any administrative violation that you admit.

As an employee of the Department of Homeland Security, you are required to cooperate in this investigation by answering questions truthfully and under oath, both orally and in writing, and to provide documents and other materials concerning matters of official interest as part of this investigation. Failure or refusal to cooperate may subject you to disciplinary action, up to and including removal.

[Redacted] (Employee's Name)

[Redacted] Employee Signature

06/21/2013

Date

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

ADVISEMENT
TITLE 18, UNITED STATES CODE, SECTION 1001

Whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branches of the Government of the United States, knowingly and willfully:

- 1) Falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
- 2) Makes any materially false, fictitious, or fraudulent statement or representation; or
- 3) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than five (5) years, or both

I have been advised that Title 18, United States Code, Section 1001, is a federal law. I have read the above information and understand the provisions of Title 18, United States Code, Section 1001, and the possible penalties for violation of this law. I also understand that violation of this law is a felony offense.

This advisement was made prior to the interview of

[Redacted]

(Employee's Name)

on 06/21/2013

(mm/dd/yyyy) at 6:21-13 1:34 (time, a.m./p.m.)

[Redacted]

[Redacted]

Senior Special Agent

Name and Title of Interviewing Official
U.S. Immigration and Customs Enforcement

[Redacted]

Employee Signature

EXHIBIT 8

**Department of Homeland Security
U.S. Immigration and Customs Enforcement
Office of Professional Responsibility**

A F F I D A V I T

STATE OF: Texas

COUNTY OF: Harris

I, Senior Special Agent, [REDACTED] Office of Professional Responsibility, Houston, TX, who after being duly sworn state the following:

That on June 25, 2013, I accompanied by SSA [REDACTED] interviewed Deputy Field Office Director (DFOD) [REDACTED], ERO/Houston, regarding IEA Rebstock's allegation.

DFOD [REDACTED] stated that he could not address IEA Rebstock's AUO abuse allegations because IEA Rebstock's allegations were lacking details. DFOD [REDACTED] stated IEA Rebstock's allegations are general allegations that do not contain specific dates, times, or other pertinent factors that ERO/Houston management could address directly.

DFOD [REDACTED] stated that in any law enforcement environment, daily work duties are often unpredictable, and as a result, ERO/Houston managers are required to regulate and sometimes mandate that AUO qualified employees remain in their positions beyond the employee's shift for various reasons. DFOD [REDACTED] stated the various reasons for assignment of AUO could be based upon low employee staffing, delayed immigration court proceedings on behalf of aliens, response to detention related emergencies, reviewing files of detained aliens, removing illegal aliens from the U.S., processing of detained aliens through the Criminal Alien Apprehension (CAP) Program, interviewing detainees in detention facilities, and/or transporting illegal immigrants to a variety of locations. DFOD [REDACTED] stated the aforementioned list is not all inclusive.

DFOD [REDACTED] stated that employees who receive AUO premium pay have the responsibility for adhering to the criteria for claiming AUO. DFOD [REDACTED] stated that ERO/Houston managers have the responsibility to ensure that employees are complying with AUO statutory requirements by establishing work priorities, rescheduling the hours of duty, scheduling overtime, and other measures as needed to conduct the day-to-day mission of ERO/Houston's operation.

DFOD [REDACTED] stated that if any employee has any questions about their daily work schedule or overtime compensation, then they could ask their supervisors, or could address the issue with Union officials. DFOD [REDACTED] stated that if an employee believes he has not been compensated fairly, then, if reported to the Union, the Union has an obligation to explore any possible means to ensure that AUO qualified employees are appropriately compensated.

DFOD [REDACTED] stated that he respects the Union's right to request that AUO qualified employees be compensated in accordance with the laws regarding premium pay, and ERO/Houston management has complied in the past and will continue by directly addressing local union matters.

DFOD [REDACTED] stated that with regard to overtime pay issues, employees and/or the Union have the opportunity to bargain those issues by giving ERO/Houston management an opportunity to correct pay compensation allegations as they arise. DFOD [REDACTED] stated that if the pay allegations are not addressed to the satisfaction of the Union, then the

Union has an opportunity to file a formal complaint in the form of an ULP grievance with the National Labor Relations Board (NLRB).

DFOD [redacted] stated Union Local 3332 has filed formal grievances in the past. DFOD [redacted] stated that in one instance, the Union filed a formal grievance with the NLRB without first discussing the issue with the ERO/Houston managers. DFOD [redacted] stated that in that instance, the Union violated the collective bargaining agreement by not allowing management to address the issue first.

DFOD [redacted] stated that ERO/Houston employees are not frequently and routinely required to work beyond their normal duty hours in violation of AUO regulations. DFOD [redacted] stated ERO/Houston management does not instruct employees to certify their time as AUO rather than overtime pay. DFOD [redacted] stated that ERO/Houston management does not assign AUO non-qualifying work in violation of the federal guidelines.

At the conclusion of the interview, DFOD [redacted] directed his Mission Support staff to accommodate OPR/Houston's request to review all ERO/Houston's employee T&A Files, ULP actions, and any records required by SSA [redacted] in furtherance of the inquiry. On the same date, Special Assistant [redacted], ERO/Houston, and Supervisory Mission Support Specialist (S/MSS) [redacted], ERO/Houston, provided SSA [redacted] the requested documents.

The contents of this statement consisting of 2 pages are true and correct to the best of my knowledge and belief.

Subscribed and sworn to by:

[redacted]

SSA

Affiant

[redacted] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility

Before me this day, 6th day of September 2013

[redacted]

SSA

[redacted] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility

[redacted]

[redacted] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility

EXHIBIT 9

**Department of Homeland Security
U.S. Immigration and Customs Enforcement
Office of Professional Responsibility**

A F F I D A V I T

STATE OF: Texas

COUNTY OF: Harris

I, Senior Special Agent, [REDACTED] Office of Professional Responsibility, Houston, TX, who after being duly sworn state the following:

That on June 25-26, 2013, I accompanied by SSA [REDACTED] OPR/Houston, reviewed 28 randomly selected files of AUO qualified employees to determine if AUO was properly documented and that overtime claimed by ERO/Houston AUO qualified employees was administratively controllable.

The file review consisted of reviewing T&A folders for the time frame of January 1, 2012 to May 31, 2013

Of the 28 randomly selected employee files, 27 appeared to use appropriate justifications for claiming AUO qualifying work on the ICE Form "Record of AUO Hours Worked.

Some of the justifications included but were not limited to the following: CAP Duties, CAP Processing, Fugitive Operations, Docket Management, Bond duties, Escorts, Conducting Interviews, Detention Facility Transfers, Travel Document retrievals, Consular Visits, Case Review, Detainee Releases, OSUP's, Case Review, Case preparation, File Review, Bond, VCAS, Legal and SDDO Duties. All of the preceding ERO defined duties appear to be AUO qualified duties which cannot be otherwise controlled.

In one employee file, which is less than 1% of the AUO qualified staff, the employee appeared to use training preparation as justifications for claiming AUO qualified work.

Some of the justifications utilized by this employee consisted of the following ERO acronyms: DODT, FOTP, XT Training, DO Development Training, Travel Card Training, STIP Tasking, STIP Refresher Training and Training Preparation. The ERO acronyms and AUO justifications claimed by this one employee appeared questionable.

The ERO/Acronyms were later defined as follows:

| | |
|----------------|-----------------------------------|
| CAP Duties | Criminal Alien Program Duties |
| CAP Processing | Criminal Alien Program Processing |
| OSUP | Order of Supervision Processing |
| VCAS | Violent Criminal Alien Program |
| XT Training | Cross Training |

STIP Training

Stipulated Order of Removal Training

The contents of this statement consisting of 2 pages are true and correct to the best of my knowledge and belief.

Subscribed and sworn to by:

[Redacted Signature]

SSA

Attendant

[Redacted Title] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility

Before me this day, 6th day of September 2013

[Redacted Signature]

SSA

[Redacted Title] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility

SSA

[Redacted Signature]
[Redacted Title] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility

EXHIBIT 10

| | | |
|------|------|--------------|
| FOD | 3159 | Field Office |
| DFOD | 3129 | Field Office |
| AFOD | 3159 | Field Office |
| AFOD | 3431 | HNT |
| AFOD | 3129 | Polk County |
| AFOD | 3159 | CDF |
| AFOD | 3129 | Field Office |
| BCS | 3129 | Field Office |
| BCS | 3129 | Field Office |
| COTR | 3159 | Field Office |
| DO | 3129 | CDF |
| DO | 3129 | CDF |
| DO | 3129 | CDF |
| DO | 3541 | CDF |
| DO | 3129 | CDF |
| DO | 3129 | CDF |
| DO | 3642 | CDF |
| DO | 3129 | CDF |
| DO | 3541 | CDF |
| DO | 3129 | CDF |
| DO | 3129 | CDF |
| DO | 3129 | CDF |
| DO | 3541 | CDF |
| DO | 3129 | CDF |
| DO | 3541 | CDF |
| DO | 3129 | CDF |

| | | | | |
|--|----|--|------|--------------|
| | DO | | 3129 | CDF |
| | DO | | 3129 | CDF |
| | DO | | 3129 | CDF |
| | DO | | 3129 | CDF |
| | DO | | 3129 | CDF |
| | DO | | 3129 | CDF |
| | DO | | 3129 | CDF |
| | DO | | 3129 | CDF |
| | DO | | 3129 | CDF |
| | DO | | 3129 | CDF |
| | DO | | 3129 | Field Office |
| | DO | | 3541 | Field Office |
| | DO | | 3541 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3431 | Field Office |
| | DO | | 3541 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3541 | Field Office |
| | DO | | 3431 | Field Office |
| | DO | | 3119 | Field Office |
| | DO | | 3642 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3541 | Field Office |

| | | | | |
|--|----|--|------|--------------|
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3541 | Field Office |
| | DO | | 3113 | Field Office |
| | DO | | 3541 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3431 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3541 | Field Office |
| | DO | | 3541 | Field Office |
| | DO | | 3541 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3431 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3541 | Field Office |
| | DO | | 3129 | Field Office |
| | DO | | 3129 | HNT |
| | DO | | 3431 | HNT |
| | DO | | 3541 | MONTG. |

| | | | | |
|--|-----|--|------|--------------|
| | ERA | | 3113 | MONTG. |
| | ERA | | 3541 | Field Office |
| | ERA | | 3129 | Field Office |
| | ERA | | 3431 | HNT |
| | ERA | | 3129 | Field Office |
| | ERA | | 3129 | Field Office |
| | ERA | | 3541 | Field Office |
| | ERA | | 3541 | CDF |
| | ERA | | 3431 | HNT |
| | ERA | | 3431 | HNT |
| | ERA | | 3129 | CDF |
| | ERA | | 3431 | HNT |
| | ERA | | 3129 | CDF |
| | ERA | | 3129 | Field Office |
| | ERA | | 3431 | CDF |
| | ERA | | 3129 | Field Office |
| | FTO | | 3119 | Field Office |
| | IEA | | 3431 | CDF |
| | IEA | | 3541 | Polk County |
| | IEA | | 3113 | CDF |
| | IEA | | 3113 | MONTG. |
| | IEA | | 3431 | HNT |
| | IEA | | 3431 | HNT |
| | IEA | | 3431 | HNT |
| | IEA | | 3113 | CDF |
| | IEA | | 3431 | HNT |
| | IEA | | 3431 | MONTG. |
| | IEA | | 3431 | CDF |

| | | | | |
|--|-----|--|------|--------------|
| | IEA | | 3113 | HNT |
| | IEA | | 3431 | CDF |
| | IEA | | 3113 | CDF |
| | IEA | | 3119 | Polk County |
| | IEA | | 3113 | CDF |
| | IEA | | 3113 | Field Office |
| | IEA | | 3431 | CDF |
| | IEA | | 3113 | CDF |
| | IEA | | 3431 | CDF |
| | IEA | | 3113 | CDF |
| | IEA | | 3113 | Field Office |
| | IEA | | 3431 | HNT |
| | IEA | | 3119 | Polk County |
| | IEA | | 3113 | CDF |
| | IEA | | 3113 | MONTG. |
| | IEA | | 3431 | Field Office |
| | IEA | | 3113 | CDF |
| | IEA | | 3541 | CDF |
| | IEA | | 3113 | Polk County |
| | IEA | | 3431 | HNT |
| | IEA | | 3113 | MONTG. |
| | IEA | | 3113 | HNT |
| | IEA | | 3113 | CDF |
| | IEA | | 3431 | CDF |
| | IEA | | 3431 | HNT |
| | IEA | | 3129 | Polk County |
| | IEA | | 3113 | CDF |
| | IEA | | 3431 | Field Office |

| | | | | |
|---------------------|-----|--|------|--------------|
| | IEA | | 3431 | CDF |
| | IEA | | 3119 | HNT |
| | IEA | | 3541 | Polk County |
| | IEA | | 3431 | Field Office |
| | IEA | | 3113 | CDF |
| | IEA | | 3431 | CDF |
| | IEA | | 3113 | CDF |
| | IEA | | 3431 | HNT |
| | IEA | | 3431 | CDF |
| | IEA | | 3431 | CDF |
| | IEA | | 3431 | CDF |
| | IEA | | 3113 | CDF |
| | IEA | | 3431 | CDF |
| | IEA | | 3541 | CDF |
| | IEA | | 3113 | CDF |
| | IEA | | 3113 | CDF |
| | IEA | | 3113 | HNT |
| | IEA | | 3431 | CDF |
| | IEA | | 3431 | CDF |
| | IEA | | 3113 | HNT |
| | IEA | | 3431 | CDF |
| | IEA | | 3431 | HNT |
| | IEA | | 3113 | CDF |
| | IEA | | 3541 | Field Office |
| | IEA | | 3113 | MONTG. |
| | IEA | | 3113 | CDF |
| | IEA | | 3431 | CDF |
| Washington, Patrice | IEA | | 3541 | CDF |

| | | | | |
|--|------|--|------|--------------|
| | IEA | | 3119 | Polk County |
| | IEA | | 3113 | Field Office |
| | MSS | | 3129 | Field Office |
| | MSS | | 3159 | Field Office |
| | MSS | | 3159 | Field Office |
| | MSS | | 3159 | Polk County |
| | MSS | | 3431 | HNT |
| | MSS | | 3159 | Field Office |
| | MSS | | 3129 | Field Office |
| | MSS | | 3159 | Field Office |
| | SDDO | | 3129 | CDF |
| | SDDO | | 3541 | CDF |
| | SDDO | | 3431 | Field Office |
| | SDDO | | 3129 | Polk County |
| | SDDO | | 3129 | CDF |
| | SDDO | | 3129 | HNT |
| | SDDO | | 3431 | Field Office |
| | SDDO | | 3129 | CDF |
| | SDDO | | 3541 | Field Office |
| | SDDO | | 3113 | CDF |
| | SDDO | | 3119 | Polk County |
| | SDDO | | 3129 | Field Office |
| | SDDO | | 3129 | Field Office |
| | SDDO | | 3113 | CDF |
| | SDDO | | 3113 | CDF |
| | SDDO | | 3129 | HNT |
| | SDDO | | 3113 | Field Office |
| | SDDO | | 3541 | CDF |

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |

| | |
|--|---------------|
| | MANAGEMENT |
| | MANAGEMENT |
| | MANAGEMENT |
| | CAP/IRP/HNT |
| | POLK DETAINED |
| | CDF DETAINED |
| | NON DETAINED |
| | NON DETAINED |
| | NON DETAINED |
| | MANAGEMENT |
| | CAP |
| | 287G |
| | CAP |
| | CDF DETAINED |
| | CDF DETAINED |
| | CAP |
| | 287G |
| | CAP |
| | CAP |
| | CAP |
| | CDF DETAINED |
| | CAP |
| | CDF DETAINED |
| | CAP |
| | CAP |

| | |
|--|--------------|
| | CDF DETAINED |
| | CAP |
| | CAP |
| | CDF DETAINED |
| | CAP |
| | CDF DETAINED |
| | CAP |
| | CAP |
| | DETAINED |
| | FUGOPS |
| | NON DETAINED |
| | FUGOPS |
| | NON DETAINED |
| | NON DETAINED |
| | NON DETAINED |
| | VCAS |
| | NON DETAINED |
| | NON DETAINED |
| | CAP VCAS |
| | FUGOPS |
| | NON DETAINED |
| | DETAINED |
| | DETAINED |
| | NON DETAINED |
| | NON DETAINED |
| | FUGOPS |
| | FUGOPS |
| | DETAINED |
| | FUGOPS |

| | |
|--|-----------------|
| | FUGOPS |
| | NON DETAINED |
| | NON DETAINED |
| | FUGOPS |
| | DETAINED |
| | FUGOPS |
| | NON DETAINED |
| | FUGOPS |
| | NON DETAINED |
| | DETAINED |
| | FUGOPS |
| | DETAINED |
| | NON DETAINED |
| | FUGOPS |
| | NON DETAINED |
| | CAP VCAS |
| | DETAINED |
| | FUGOPS |
| | FUGOPS |
| | FUGOPS |
| | CAP VCAS |
| | NON DETAINED |
| | FUGOPS/INTEL |
| | NON DETAINED |
| | FUGOPS |
| | IRP |
| | IRP |
| | MONTG. DETAINED |

| | |
|--|-----------------|
| | MONTG. DETAINED |
| | POLK DETAINED |
| | POLK DETAINED |
| | POLK DETAINED |
| | POLK DETAINED |
| | POLK DETAINED |
| | POLK DETAINED |
| | POLK DETAINED |
| | POLK DETAINED |
| | POLK DETAINED |
| | POLK DETAINED |
| | POLK DETAINED |
| | POLK DETAINED |
| | CAP |
| | NON DETAINED |
| | NON DETAINED |
| | 287G |
| | NON DETAINED |
| | 287G |
| | NON DETAINED |
| | NON DETAINED |
| | NON DETAINED |
| | IRP |
| | MONTG. DETAINED |
| | CDF DETAINED |
| | NON DETAINED |
| | CDF DETAINED |

| | |
|--|-----------------|
| | MONTG. DETAINED |
| | FUGOPS |
| | FUGOPS |
| | IRP |
| | NON DETAINED |
| | NON DETAINED |
| | NON DETAINED |
| | CDF DETAINED |
| | IRP |
| | IRP |
| | CAP |
| | IRP |
| | CDF DETAINED |
| | FUGOPS |
| | CAP |
| | FUGOPS |
| | TRAINING |
| | CDF DETAINED |
| | POLK DETAINED |
| | CAP |
| | MONTG. DETAINED |
| | IRP |
| | IRP |
| | IRP |
| | 287G |
| | IRP |
| | MONTG. DETAINED |
| | CDF DETAINED |

| | |
|--|-----------------|
| | IRP |
| | CAP |
| | CAP |
| | POLK DETAINED |
| | CAP |
| | DETAINED |
| | CDF DETAINED |
| | CAP |
| | CDF DETAINED |
| | CDF DETAINED |
| | CAP VCAS |
| | IRP |
| | POLK DETAINED |
| | 287G |
| | MONTG. DETAINED |
| | FUGOPS |
| | CAP |
| | 287G |
| | POLK DETAINED |
| | IRP |
| | MONTG. DETAINED |
| | IRP |
| | CAP |
| | CDF DETAINED |
| | IRP |
| | POLK DETAINED |
| | 287G |
| | FIREARMS |

| | |
|--|-----------------|
| | CDF DETAINED |
| | IRP |
| | POLK DETAINED |
| | FUGOPS |
| | 287G |
| | 287G |
| | CAP |
| | IRP |
| | CDF DETAINED |
| | CAP |
| | 287G |
| | CAP |
| | CAP |
| | CAP |
| | CAP |
| | 287G |
| | IRP |
| | CDF DETAINED |
| | CDF DETAINED |
| | IRP |
| | 287G |
| | IRP |
| | 287G |
| | FUGOPS |
| | MONTG. DETAINED |
| | CAP |
| | 287G |
| | CDF DETAINED |

| | |
|--|-----------------|
| | POLK DETAINED |
| | FUGOPS |
| | MISSION SUPPORT |
| | CAP |
| | CDF DETAINED |
| | FUGOPS |
| | POLK DETAINED |
| | 287G |
| | IRP |
| | FUGOPS |
| | CAP |
| | FUGOPS |
| | 287G |
| | COMMAND CENTER |
| | NON DETAINED |
| | NON DETAINED |
| | CAP |
| | CAP |
| | IRP |
| | CDF DETAINED |
| | CAP |

| | |
|--|--|
| | |
| | |

EXHIBIT 11

**Department of Homeland Security
U.S. Immigration and Customs Enforcement
Office of Professional Responsibility**

A F F I D A V I T

STATE OF: Texas

COUNTY OF: Harris

I, Senior Special Agent, [REDACTED] Office of Professional Responsibility, Houston, TX, who after being duly sworn state the following:

That on June 27, 2013, I interviewed SDDO [REDACTED] regarding the ERO acronyms and AUO justifications utilized by the ERO/Houston Field Training Officer. SDDO [REDACTED] stated that the ERO/Houston Senior Field Training Officer position is staffed by a [REDACTED] Deportation Officer (Course Developer/Instructor), who reports directly to him. SDDO [REDACTED] stated the position is described as a non-supervisory mission critical position utilized by ERO/Houston due to the agency downsizing of its national training programs throughout the U.S. and abroad.

SDDO [REDACTED] stated that approximately one year ago, "Deportation Officer" course development at the Federal Law Enforcement Center (FLETC), Glynn County, GA, had ceased nationwide training and instruction of all field DO's to conduct corresponding training. SDDO [REDACTED] stated that around the same time, ERO/Houston had promoted from within ERO/Houston's ranks approximately 23 IEA's to DO law enforcement positions. SDDO [REDACTED] stated that the 23 recently promoted IEA's needed specialized instruction in "Deportation Officer" coursework and training in the elements of their newly hired job descriptions.

SDDO [REDACTED] stated that as a substitute to FLETC training, and due to the necessity of transitional DO training, ERO/Houston acquired the law enforcement position of Senior Deportation Officer (Course Developer/Instructor), herein referred to as ERO/Houston Field Training Officer.

SDDO [REDACTED] stated that in addition to carrying a traditional assigned alien docket, the ERO/Houston Field Training Officer is responsible for developing, designing, and coordinating course development workshops and seminars in accordance with ICE Academy and FLETC training in the following subject matter areas: Immigration and Administrative Law, methods of preparing, presenting and defending cases, Fugitive Operations training, Firearms Training, Physical Techniques and Training, Driver's training and other training needed in furtherance of job development.

SDDO [REDACTED] stated that the ERO/Houston Field Training Officer is also responsible for development of stand-alone courses, and performing long-range planning for new enforcement training programs for integration with agency requirements. SDDO [REDACTED] stated that some examples of the ERO/Houston Field Training Officer's training programs and course development has included, but not limited to the following: Deportation Officer Development Training (DODT), Fugitive Operations Training Program (FOTP), Order of Supervision (OSUP), and Stipulation Removal Training Program (STIP). SDDO [REDACTED] stated that based upon the course development and related instructions of implementing agency mandated training, these course developments programs performed after the regular work day are proper AUO justifications claimed by the ERO/Houston Field Training Coordinator.

At the conclusion of the interview, SDDC [REDACTED] stated that DODT, FOTP, STIP duties are all valid AUO qualified duties which cannot be otherwise controlled. SDDC [REDACTED] stated that the use of ERO/Houston's Field Training Officer course development program has been a cost benefit to ERO/Houston by saving the agency a substantial amount of money in travel, training, per diem costs, and salaries.

The contents of this statement consisting of 2 pages are true and correct to the best of my knowledge and belief.

Subscribed and sworn to by:

[REDACTED] SSA
[REDACTED] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility

Before me this day, 6th day of September 2013

[REDACTED] SSA
[REDACTED] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility

SSA [REDACTED]
[REDACTED] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility

EXHIBIT 12

webTA. 3.8.22

Help Log

Approve/Deny Premium Pay Request

Request by: [REDACTED]

Request Information

Premium Pay Type Overtime

Transaction Type Unsched. Over 40 Overtime

Submitted Date May 20 2012 7:05 AM

Approval Status Denied by [REDACTED] May 20 2012 12:57 PM

Leave Balance [REDACTED]

Hours Requested [REDACTED]



| May 2012 | | | | | | |
|-----------------------------|---|-----------------------------|-----------------------------|-----------------------------|---|--|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | 1 Hour: From: To: | 2 Hour: From: To: | 3 Hour: From: To: | 4 Hour: From: To: | 5 Hour: From: To: |
| 6 Hour: From: To: | 7 Hour: From: To: | 8 Hour: From: To: | 9 Hour: From: To: | 10 Hour: From: To: | 11 Hour: From: To: | 12 Hour: From: To: |
| 13 Hour: From: To: | 14 Hour: From: To: | 15 Hour: From: To: | 16 Hour: From: To: | 17 Hour: From: To: | 18 Hour: 10:00 From: 7:00 am To: 5:00 pm | 19 Hour: 8:00 From: 6:00 am To: 2:00 pm |
| 20 Hour: From: To: | 21 Hour: From: To: | 22 Hour: From: To: | 23 Hour: From: To: | 24 Hour: From: To: | 25 Hour: From: To: | 26 Hour: From: To: |
| 27 Hour: From: To: | 28 Hour: From: To: Memorial Day | 29 Hour: From: To: | 30 Hour: From: To: | 31 Hour: From: To: | | |

Employee Remarks

(200 chars max)

escort to Seattle Washington

Supervisor Remarks

(200 chars max)



*

Escort scheduled within the administrative workweek and is therefore not eligible for 45 Act Overtime.

Revert:Pending

Cancel



webTA: 3.8.22
 Name: [REDACTED] Pay Period: 10 : May 6, 2012 to May 19, 2012
 Time Card Type: Regular Leave Year: 2012
 Status: Certified
 Time In Pay: 109:30 Other Time: 0:00 Dollar Transactions: \$0.00 (Da)

| Transaction | Pfx | Sfx | Account | May | | | | | | | Wk 1 | May | | | | | | | Wk 2 | Total | |
|-----------------------------------|-----|-----|----------------------|-----|---|---|----|----|----|----|------|-----|----|----|----|----|----|----|-------|-------|--------|
| | | | | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | 13 | 14 | 15 | 16 | 17 | 18 | 19 | | | |
| | | | | S | M | T | W | T | F | S | S | M | T | W | T | F | S | | | | |
| Work Time | | | | | | | | | | | | | | | | | | | | | |
| Regular Base Pay | | | | | 8 | 8 | | | | | 16 | | | 8 | 8 | | | 16 | 32 | | |
| Base w/Sunday Diff | | | (NFC Stored Account) | 8 | | | | | | | 8 | 8 | | | | | | 8 | 16 | | |
| Excludable Day | | 19 | | | | 1 | 1 | | | | 2 | | 1 | 1 | | | | 2 | 4 | | |
| AUO/LEAP | | | | 2 | 1 | 0 | 30 | | | | 3 | 30 | 2 | | 2 | 10 | 8 | 22 | 25:30 | | |
| Work Time Total | | | | 10 | 9 | 8 | 30 | 1 | 1 | | 29 | 30 | 10 | 1 | 1 | 10 | 8 | 10 | 8 | 48 | 77:30 |
| Leave and Other Time | | | | | | | | | | | | | | | | | | | | | |
| Annual Leave | | | | | | | 8 | | | | 8 | | | | | | | | 8 | 8 | |
| Sick Leave | | | (NFC Stored Account) | | | | | 8 | | | 8 | | | | | | | | | 8 | |
| Union Ongoing LMR Act | | | | | | | | | | | | | 8 | 8 | | | 16 | | 16 | 16 | |
| Leave and Other Time Total | | | | | | | 8 | 8 | | | 16 | | 8 | 8 | | | 16 | | 32 | 32 | |
| Daily Total | | | | 10 | 9 | 8 | 30 | 9 | 9 | | 45 | 30 | 10 | 9 | 9 | 10 | 8 | 10 | 8 | 64 | 109:30 |

| Type | Status | Date | Supervisor | May | | | | | | | May | | | | | | |
|-----------------------------|----------|-----------|------------|-----|---|---|---|----|----|----|-----|----|----|----|----|----|----|
| | | | | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | | | | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| Leave Requests | | | | | | | | | | | | | | | | | |
| Annual Leave | Approved | 08-MAY-12 | [REDACTED] | | | | | | | 8 | | | | | | | |
| Sick Leave | Approved | 20-MAY-12 | [REDACTED] | | | | | | | 8 | | | | | | | |
| Premium Pay Requests | | | | | | | | | | | | | | | | | |
| Overtime | Denied | 20-MAY-12 | [REDACTED] | | | | | | | | | | | | | 10 | 8 |

| T&A Profile | |
|--------------------------|------------------------------|
| Pay Plan | GL LEO (Grades 3 to 10) |
| Tour of Duty | Full Time |
| Duty Hours | 80 |
| Work Week | Variable |
| Alternative Schedule | Variable Workweek |
| Agency | ICE |
| State | TX |
| Town | 3280 |
| Unit | 01 |
| Timekeeper | 02 |
| Standby Hrs/Week 1 | 40 |
| Standby Hrs/Week 2 | 40 |
| Standby/AUO % | 20 |
| Retain Data | None |
| Account Data Code | Use Stored Account (NFC) |
| Stored Account (NFC) | BA DETN MGMT CONTR FACIL FHO |
| Service Computation Date | [REDACTED] |
| Annual Leave Category | 8 hr/pp |
| Personal Leave Ceiling | 240:00 |

| Leave Data | Fwd | Accr | Avail | Used | Bal |
|--------------------------|-----|------|-------|------|-----|
| Annual | | | | | |
| Sick | | | | | |
| FMLA | | | | | |
| Leave Year Projection | | | | | |
| Maximum Available Annual | | | | | |
| Maximum Available Sick | | | | | |
| Use or Lose Leave | | | | | |

| Status History | | | |
|----------------------|----------------------|------------|--|
| Timestamp | Status | Name | Message |
| May 21 2012 12:11 PM | Supervisor Certified | [REDACTED] | AUO is the exclusive payment for irregular or occasional overtime that is scheduled in good faith, consist |

| | | | |
|----------------------------|--------------------------|------------|---|
| May 21 2012 11:40 AM | Timekeeper Validated | [REDACTED] | |
| May 07 2012 06:03 AM | New Record Created | SYSTEM | Created during Bulk [REDACTED] for pay period 10. |

Validated By : [REDACTED]
Validation Date : May 21 2012 11:40 AM

Certified By : [REDACTED]
Certification Date : May 21 2012 12:11 PM



webTA, 3.8.22

Name: [Redacted] Pay Period: 10 : May 6, 2012 to May 19, 2012
 Time Card Type: Regular Leave Year: 2012
 Status: Not Validated
 Time In Pay: 117:30 Other Time: 0:00 Dollar Transactions: \$0.00 Day

| Transaction | Pfx | Sfx | Account | May | | | | | | | May | | | | | | | Total | | | |
|-----------------------------------|-----|-----|----------------------|-----|---|------|----|----|----|-------|------|----|----|----|----|----|----|-------|--------|-------|--|
| | | | | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | | | | |
| | | | | S | M | T | W | T | F | S | Wk 1 | S | M | T | W | T | F | S | Wk 2 | Total | |
| Work Time | | | | | | | | | | | | | | | | | | | | | |
| Regular Base Pay | | | | 8 | 8 | | | | | 16 | | | | | | 8 | 8 | 16 | 32 | | |
| Base w/Sunday Diff | | | | 8 | | | | | | 8 | 8 | | | | | | | 8 | 16 | | |
| Excludable Day | 19 | | (NFC Stored Account) | | | 1 | 1 | | | 2 | | 1 | 1 | | | | | 2 | 4 | | |
| Over 40 Overtime | | | | | | | | | | | | | | | | | 10 | 8 | 18 | 18 | |
| AUO/LEAP | | | | 2 | 1 | 0:30 | | | | 3:30 | 2 | | | 2 | | | | 4 | 7:30 | | |
| Work Time Total | | | | 10 | 9 | 8:30 | 1 | 1 | | 29:30 | 10 | 1 | 1 | 10 | 8 | 10 | 8 | 48 | 77:30 | | |
| Leave and Other Time | | | | | | | | | | | | | | | | | | | | | |
| Annual Leave | | | | | | 8 | 8 | | | 16 | | | | | | | | 16 | 16 | | |
| Sick Leave | | | (NFC Stored Account) | | | 8 | | | | 8 | | | | | | | | 8 | 8 | | |
| Union Ongoing LMR Act | | | | | | | | | | | | 8 | 8 | | | | | 16 | 16 | | |
| Leave and Other Time Total | | | | | | 8 | 16 | | | 24 | | 8 | 8 | | | | | 16 | 40 | | |
| Daily Total | | | | 10 | 9 | 8:30 | 9 | 17 | | 53:30 | 10 | 9 | 9 | 10 | 8 | 10 | 8 | 64 | 117:30 | | |

NOT ELIGIBLE FOR 45 Act

→ TOOMANY hrs in a day

| Type | Status | Date | Supervisor | May | | | | | | | May | | | | | | | | |
|-----------------------------|----------|-----------|------------|-----|---|---|---|----|----|----|-----|----|----|----|----|----|----|--|------|
| | | | | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | | |
| | | | | S | M | T | W | T | F | S | S | M | T | W | T | F | S | | |
| Leave Requests | | | | | | | | | | | | | | | | | | | |
| Annual Leave | Approved | 08-MAY-12 | [Redacted] | | | | | | | 8 | | | | | | | | | |
| Sick Leave | Approved | 20-MAY-12 | [Redacted] | | | | | | | 8 | | | | | | | | | |
| Premium Pay Requests | | | | | | | | | | | | | | | | | | | |
| Overtime | Denied | 20-MAY-12 | [Redacted] | | | | | | | | | | | | | | | | 10:8 |

| T&A Profile | |
|--------------------------|------------------------------|
| Pay Plan | GL LEO (Grades 3 to 10) |
| Tour of Duty | Full Time |
| Duty Hours | 80 |
| Work Week | Variable |
| Alternative Schedule | Variable Workweek |
| Agency | ICE |
| State | TX |
| Town | 3280 |
| Unit | 01 |
| Timekeeper | 02 |
| Standby Hrs/Week 1 | 40 |
| Standby Hrs/Week 2 | 40 |
| Standby/AUO % | 20 |
| Retain Data | None |
| Account Data Code | Use Stored Account (NFC) |
| Stored Account (NFC) | BA DEIN MGMT CONTR FACIL FHO |
| Service Computation Date | [Redacted] |
| Annual Leave Category | 8 hr/pp |
| Personal Leave Ceiling | 240:00 |

| Leave Data | Fwd | Accr | Avail | Used | Bal |
|------------------------------|-----|------|-------|------|------------|
| Annual | | | | | [Redacted] |
| Sick | | | | | [Redacted] |
| FMLA | | | | | [Redacted] |
| Leave Year Projection | | | | | |
| Maximum Available Annual | | | | | [Redacted] |
| Maximum Available Sick | | | | | [Redacted] |
| Use or Lose Leave | | | | | [Redacted] |

[Redacted]

UNAPPROVED SIGNATURE

5/21/2012

[Redacted]

OMEGA WORLD TRAVEL

Omega World Travel
325 White St Suite 200
Jacksonville, NC 28546
Phone: (888)451-8777

Friday, 18MAY 2012 06:42 AM EDT

Passengers: [REDACTED]

Agency Record: [REDACTED]

[>>Rewards Program](#) [>>Mobile Iin](#) [>>Travel Today](#)

Please do not reply to this email. This is an unattended email box.

Omega World Travel must be notified within 24 hours regarding corrections, Thank you.

Fare Quote: [REDACTED]

Fares are not guaranteed until ticketed. The quoted fare does not include any applicable service fees.

****E-TICKETS WILL BE ISSUE****

****YOUR FARE AMOUNT IS 939.90 ROUND TRIP****

| | | |
|-------|---|--|
| AR | Friday, 18MAY 2012 |  |
| | United Airlines From: (IAH) George Bush Intercontinental Airport, TX To: (PDX) Portland OR, USA Stops: 0 Equipment: Airbus A320 Jet DEPARTS IAH TERMINAL C SEATS WILL BE ASSIGNED AT AIRPORT CHECKIN United Airlines Confirmation number is GZDKQN Check in on-line to obtain boarding pass: United Click here for Baggage policies and fees: United | Flight Number: 0596 Depart: 09:25 AM Arrive: 12:00 PM Duration: 4 hour(s) 35 minute(s) Status: CONFIRMED MEAL: FOOD FOR PURCHASE Miles: 1833 Class: Y-Coach/Economy |
| AIR | Friday, 18MAY 2012 |  |
| | Alaska Airlines From: (PDX) Portland OR, USA To: (SEA) Seattle/Tacoma WA, USA Stops: 0 Equipment: DeHavilland Dash 8-400 Turboprop Operated By: HORIZON AIR DBA ALASKA HORIZON SEATS WILL BE ASSIGNED AT AIRPORT CHECKIN Alaska Airlines Confirmation number is NONKAA Check in on-line to obtain boarding pass: Alaska Click here for Baggage policies and fees: Alaska | Flight Number: 2068 Depart: 01:30 PM Arrive: 02:19 PM Duration: 0 hour(s) 49 minute(s) Status: CONFIRMED Miles: 130 Class: G-Coach/Economy |
| HOTEL | Friday, 18MAY 2012 |  |
| | EMBASSY STES SEATTL (EMBASSY SUITES) | |

EMBASSY STES SEATTL 15920 WEST VALLEY HIGHWAY SEATTLE WA 98188

Number of Rooms: 1

Ccnfirmation Number: 83469028

Phone: 1-425-227-8644

Fax: 1-425-227-9567

Rate: USD 137.00

Room GUARANTEED TO VISA

Check Out: Saturday, 19MAY 2012

Guaranteed to: VI*****

Hotel cancellation policy: cancel by 4PM

ZD108081953

| | | | |
|-------|--|---|------------------------|
| AIR | Saturday, 19MAY 2012 |  | |
| | United Airlines | Flight Number: 1523 | Class: E-Coach/Economy |
| | From: (SEA) Seattle/Tacoma WA, USA | Depart: 08:15 AM | |
| | To: (IAH) George Bush Intercontinental Airport, TX | Arrive: 02:30 PM | |
| | Stops: 0 | Duration: 4 hour(s) 15 minute(s) | |
| | | Status: CONFIRMED | Miles: 1883 |
| | Equipment: Boeing 737-800 Jet | MEAL: FOOD FOR PURCHASE | |
| | ARRIVES IAH TERMINAL C | | |
| | SEATS WILL BE ASSIGNED AT AIRPORT CHECKIN | | |
| | United Airlines Confirmation number is GZDKQN | | |
| | Check in on-line to obtain boarding pass: United | | |
| | Click here for Baggage policies and fees: United | | |
| OTHER | Monday, 8APR 2013 | | |
| | THANK YOU FOR USING OMEGA* | | |

FOR TRAVEL ASSISTANCE DURING THE DAY-CALL 877-325-5008
FOR AFTER HOURS EMERGENCY ASSISTANCE CALL 888-451-8777
-OR- 414-409-4892..ADVISE ID CODE..S-SW7F-FTDRO
*****PLEASE NOTE*****

YOUR HOTEL IS GUARANTEED WITH YOUR CREDIT CARD. THIS RESERVATION MUST BE CANCELLED NO LATER THAN 4PM PRIOR TO ARRIVAL OR YOU WILL BE BILLED AS NO SHOW
1.WHEN CANCELLING THE HOTEL YOU MUST GET A CANCELLATION NUMBER OR THE NAME OF THE HOTEL EMPLOYEE CANCELLING THE HOTEL FROM OMEGA...
2.IF YOU CANCEL DIRECT WITH HOTEL,THEY MUST GIVE YOU A CANCELLATION NUMBER OR YOU MUST GET THE NAME OF THE HOTEL EMPLOYEE THAT IS CANCELLING.
OMEGA CAN NOT BE RESPONSIBLE FOR NO SHOW CHARGES

Be sure to check out our [TravelFaxx](#) for the latest travel news.

Visit us at [Cruise.com](#)

Changes to airline reservations may result in an increase in fare and/or carrier penalties.
Tickets not used or not changed on/before the ticketed departure date are invalid and have no value.

If you are traveling internationally:
Please verify the validity of your passport and any visa requirements.



[Click Here](#) PASSPORT and VISA - Get it now.

EXHIBIT 13

American Federation of Government Employees



AFL-CIO

ICE COUNCIL 118 / CIS COUNCIL 119

Local 3332

P.O. BOX 671265

Houston, TX 77067-1265

October 31, 2012

██████████
Field Office Director
U.S. Department of Homeland Security
Immigration and Customs Enforcement
126 Northpoint Drive
Houston, Texas 77060

Re: Formal Grievance concerning Article 27 Violation

Dear ██████████,

This letter represents the filing of a formal Grievance as set forth in Article 47 of the collective bargaining agreement between the Service and the Union. This Grievance is being filed in accordance with the Negotiated Master Agreement between the U.S. National Immigration and Naturalization Service Council and the U.S. Immigration and Naturalization Service. The section of the master Agreement that applies to this Grievance is Article 27 D Overtime (Other than Uncontrollable Overtime and LEA) Procedures), and Article 31 J (Grievance)

On or about October 12, 2012; it came to the Union's attention that ERO Management was directing two bargaining unit employees to report for duty, four hours before their schedule shift to transport a detainee to a funeral. The Union responded and requested that management would pay the affected employees 45 Act as described in the Act.

This is direct violation of the National Agreement Article 27 D & K. ERO Management directed two employees to begin their shifts four hours before the regularly scheduled tour of duty. Management has the means to schedule or direct this type of work through the use of other shifts or contractors. OPM guidelines clearly state that AUO is direct by the employee who decided to work. The position that management takes that it has to be scheduled before the administrative week. Management has the ability to control the work through the shifts that they have available to them as well as the use of contractors. The fact that management is well aware of that the work can be controlled by proper scheduling on their part, does not constitute a right to violate labor law or force an employee to take on work that should have been scheduled by management or directed to the contractors.

Received 11/2/12
██████████
██████████

The Union is disturbed that DRO Management would so boldly disregard the National Agreement. This is practice that shows how little respect DRO Management has for its employees and for the Union. The Union would hope that Management will reconsider its decision on this case and enter into a formal agreement to resolve this matter.

We await your timely response in conjunction with our time frames as addressed within our Master Agreement.

Sincerely,

[Redacted Signature]

VP / ICE

[Redacted Name] / Vice President
ICE Local 33327 / ICE Council 118

U.S. Department of Homeland Security
126 Northpoint Dr
Houston, TX 77060



**U.S. Immigration
and Customs
Enforcement**

November 26, 2012

██████████
Vice President, AFGE Local 3332
P.O. Box 671265
Houston, TX 77067-1265

Re: Formal Grievance concerning Article 27 Violation

Dear ██████████:

This letter is in response to the formal grievance dated October 31, 2012 and received in my office on November 2, 2012.

In the grievance the Union alleges on or about October 12, 2012; it came to the Union's attention that ERO Management was directing two bargaining unit employees to report for duty, four hours before their schedule shift to transport a detainee to a funeral.

As relief, the Union has requested that management pay the affected employees 45 Act as described in the Act.

I have reviewed your grievance and relevant materials. I must conclude that no violation has occurred, and that consequently the grievance must be denied.

The Agency maintains that on or about Monday, October 1, 2012; after the start of the administrative workweek which commenced on Sunday, October 30, 2012, the Agency received notification from an alien requesting to attend the funeral of the alien's child scheduled for Friday, October 5, 2012. On or about Tuesday, October 2, 2012, a request was forwarded to me (Field Office Director, ██████████) for approval of the alien to attend the funeral. On or about Thursday, October 4, 2012, I approved the aforementioned request. Later that same day, IEA ██████████ and IEA ██████████ were selected for the assignment from the IEA Overtime Wheel. Both officers were notified that the assignment would begin at 0200 hours and it would be AUO. IEA ██████████ accepted the assignment as AUO; IEA ██████████ declined the assignment. The Union VP contested the assignments stating the IEA Overtime Wheel should not be used for assigning this particular detail.

Nonetheless, later on that same day Supervisory Detention and Deportation Officer (SDDO) ██████████ was approached by the Union VP advising there was another officer; IEA ██████████ who would accept the detail with the understanding the assignment was an AUO assignment. Ultimately, IEA ██████████ and IEA ██████████ were assigned the detail to transport the alien to the funeral on October 5, 2012. Although the initial method used to schedule officers to the assignment was incorrect; Management took corrective measures to assign officers to the detail; thus AUO and not 45 Act overtime pay must be paid to compensate for the extra hours worked.

Grievance Response

Article 27 - [REDACTED]

Page 2 of 2

In response to the Unions contention Management has the means to schedule or direct this type of work through the use of other shifts or contractors, the Agency asserts, the reserved management rights sets out in section 7106(a) leave to management's sole discretion the right to determine the agency's mission, budget, organization, number of employees, and internal security practices; to hire, assign, direct, layoff, retain, suspend, remove, reduce in grade or pay, and discipline; to assign work, contract-out, and decide personnel to perform work; to make selections to fill positions from any appropriate source; and to carry out the agency's mission in emergencies. In light of that, management exercised their right to decide which personnel will perform the work and then assign accordingly. There has been no change to that policy.

The Agency further contends, ICE Directive Title "Administratively Uncontrollable Overtime Pay", Attachment 1 (8) (3) which reads; *"While the AUO premium pay provisions generally require that an employee's hours of duty not be administratively controllable, these provisions do not prevent a supervisor or certifying official from directing an employee to perform short periods of unscheduled overtime work as long as that work is identified by the supervisor during the same workweek in which the employee is directed to perform it. Thus, supervisors or certifying officials may occasionally direct employees to perform irregular overtime work for short periods of time without being required to pay for the overtime work on an hourly basis."* As well as 5 CFR Part 550 - Pay Administration (General) - Subpart A - Premium Pay "General Rules Governing Payments of Premium Pay on an Annual Basis; §550.151 Authorization of premium pay on an annual basis. *"An agency may pay premium pay on an annual basis, instead of other premium pay prescribed in this subpart (except premium pay for regular overtime work, and work at night, on Sundays, and on holidays), to an employee in a position in which the hours of duty cannot be controlled administratively and which requires substantial amounts of irregular or occasional overtime work, with the employee generally being responsible for recognizing, without supervision, circumstances which required the employee to remain on duty..."*

In responding to this grievance, the Agency does not waive any rights or defenses available to it.

[REDACTED]

Field Office Director

cc: Field Office
ICE E&LR Laguna Niguel, CA

[REDACTED]

ICE VP

11-26-2012

EXHIBIT 14

MEMORANDUM OF UNDERSTANDING

[REDACTED]

This agreement has been entered into by the parties in an effort to enhance labor-management relations and to resolve the pending complaint [REDACTED] The United States Department of Homeland Security, Immigration and Customs Enforcement, Huntsville, Texas. (Activity) and the American Federation of Government Employees, Local 3332, AFL-CIO (Union) agree to the following:

1. Both the Activity and Union affirm to continue their commitment to abide by the provisions of the Federal Service Labor-Management Relations Statute (Statute).
2. The Activity agrees that [REDACTED] will be credited for thirty (30) minutes at an overtime rate.
3. The Activity agrees that [REDACTED] will be credited for thirty (30) minutes at an overtime rate.
4. The Activity and the Union affirm that this agreement will not serve as precedent setting for the purpose of obliging either party to responsibilities beyond what is already required by the Statute and Authority case law nor shall it establish precedence or be cited for any reason including comparison in any other proceeding in any forum.
5. By signing this agreement, the Union withdraws the ULP charge, Case No. DA-CA-12-0277, filed against the Activity on April 23, 2012.

[REDACTED]

Field Office Director
United States Department of Homeland Security
Immigration and Customs Enforcement
Houston, Texas.

[REDACTED]

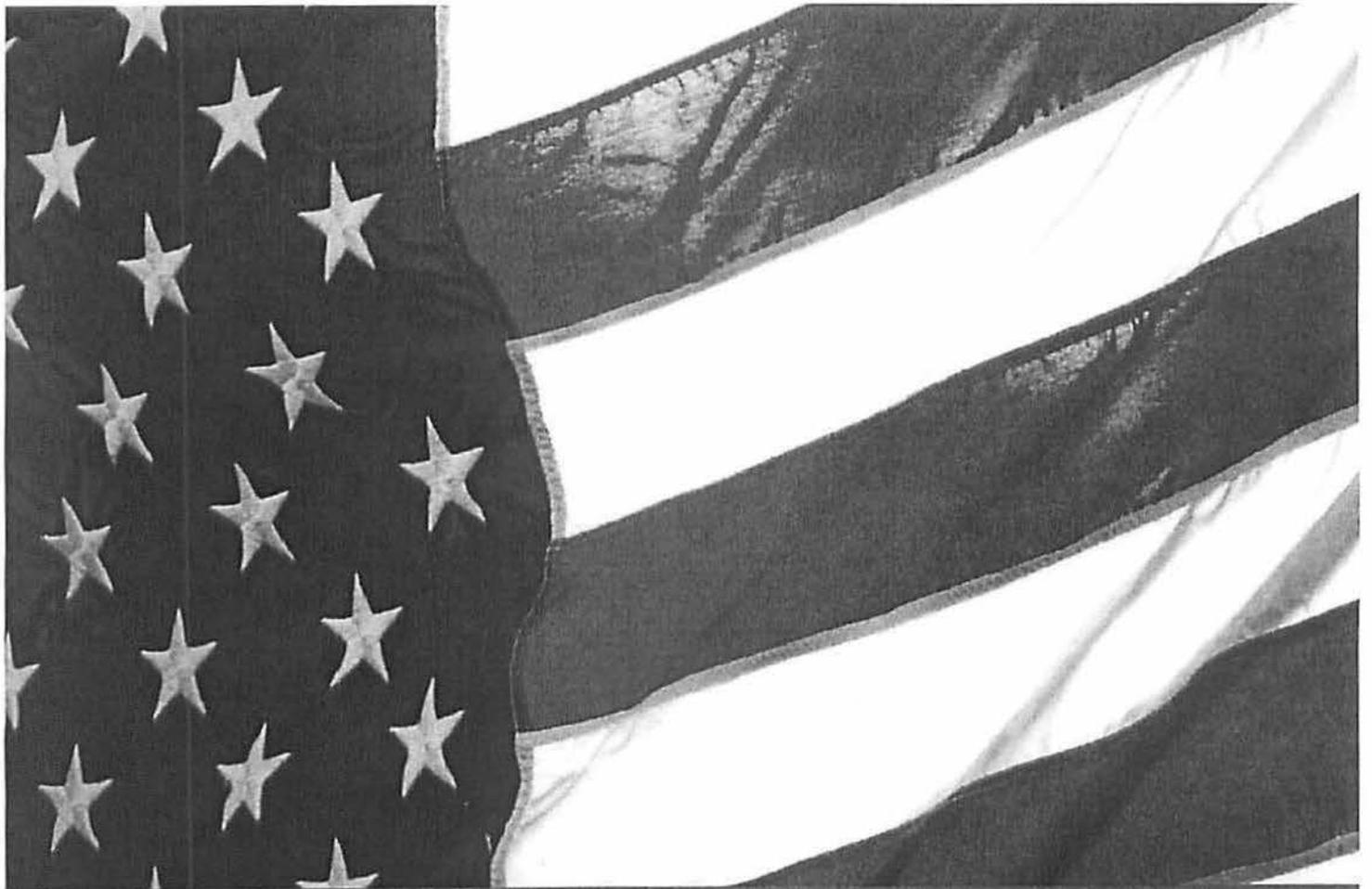
Steward
American Federation of Government
Employees
Local 3332, AFL-CIO

12/21/2012

Date

Date

EXHIBIT 15



Office of Professional Responsibility
Management Inspections Unit – Report of Office Inspection

Enforcement and Removal Operations
Houston, Texas

December 11 – 13, 2012



**U.S. Immigration
and Customs
Enforcement**

FOR INTERNAL USE ONLY: This document contains sensitive commercial, financial, law enforcement, management, and employee information. It has been written for the exclusive use of the Department of Homeland Security to identify and correct management and operational deficiencies. In reference to ICE Policy 1700.1, issued 9/22/05, any disclosure, dissemination, or reproduction of this document, or any segments thereof, is prohibited without the approval of the Assistant Director, Office of Professional Responsibility.

PAY ADMINISTRATION (PA)

FIS inspected pay administration at ERO Houston to assess compliance with established procedures, ensure hours are accurately reported, and verify supporting documentation is complete. FIS reviewed bi-weekly time and attendance (T&A) reports, along with corresponding supporting documentation, and Administrative Uncontrollable Overtime (AUO) certifications. Pay administration is generally well-managed.

WebTA

ERO Houston has [redacted] timekeepers: [redacted] timekeepers are Enforcement and Removal Assistants (ERAs) and [redacted] are Mission Support Specialists (MSSs). All employees are responsible for entering and validating their T&A reports in the Web-based Time & Attendance system (WebTA). FIS reviewed bi-weekly T&A reports for pay periods 20 through 24 of calendar year 2012 for ten randomly-selected employees. All requests for leave were approved in a timely manner.

Premium Pay

Premium pay, in the form of overtime, compensatory time, and night differential, was occasionally paid. FIS reviewed records for four randomly-selected employees who received premium pay in Fiscal Year 2012. Two employees [redacted] and [redacted] submitted their requests for premium pay in WebTA; however, in most instances their supervisors did not timely approve the premium pay requests in WebTA. This is not cited as a deficiency since supporting documentation to include Overtime Authorization and Report of Time Worked (DHS Form 3000-2) was on-file indicating supervisory approval of premium pay was obtained prior to the overtime work being performed.

Administratively Uncontrollable Overtime (AUO)

Annual certification of the AUO percentage rate of pay for officers is not being completed (**Deficiency PA-1**). An initial certification for payment of AUO for a new employee is submitted to the FOD for approval from the employee's supervisor. This is a one-time event. Quarterly reviews of AUO hours worked are being conducted by the supervisors.

A bi-weekly Record of AUO Hours Worked (Form G-1012) is submitted by officers for AUO worked. FIS reviewed the Forms G-1012 for ten randomly-selected employees. Generally, the justification listed was vague and did not support the work as being administratively uncontrollable. The justifications included "file review," "transfers/training," "continuation of duties," and "return equipment." These descriptions do not support the assertion that the duties performed were administratively uncontrollable and could not be completed on the next work day (**Deficiency PA-2**).

VERIFICATION OF THE SELF-INSPECTION PROGRAM (SIP)

The 2012 ERO Houston SIP responses cited deficiencies in not completing an annual AUO certification and not approving premium pay prior to work being performed. FIS concurs with the SIP response concerning the annual AUO certification not being completed. FIS findings

indicate improvements have been made in obtaining supervisory approval of premium pay requests in advance of the overtime work.

EXHIBIT 16

| | | | | | | | |
|-------------|--------|-------|------|---|----|--|--|
| | | | | | | | |
| FOD/HOUSTON | Dec-12 | FY-12 | PA-1 | In accordance with Title 5, Subpart 550.161 (c&f), each year managers must review and certify Administratively Uncontrollable Overtime for each employee receiving AUO. | 27 | | AUO Certification: certification memo and spreadsheet were reviewed and signed by the Mgmt. for all employees by program. Copies are maintained in the AUO Certification file maintained by MSS [REDACTED]. The process will be completed each year by PP1 of the next CY. |
| FOD/HOUSTON | Dec-12 | FY-12 | PA-2 | In accordance with the 5 CFR § 550.153 and the ICE Memorandum from ERO Assistant Director for Management, dated June 11, 2007, titled Administratively Uncontrollable Overtime (AUO). Administratively Uncontrollable Overtime (AUO) is limited to irregular, unscheduled overtime work which cannot be controlled administratively. The irregular or occasional overtime work must be a continual requirement, generally averaging more than once a week. The employee must remain on duty not merely because it is desirable, but because of compelling reasons inherently related to continuance of his duties, and of such a nature that failure to carry on would constitute negligence. This differs from a situation in which an employee has the option of doing it in continuation of his regular hours of duty. | 27 | | AUO Verifications -AUO per employee will be evaluated as the S-10 Report is generated by the employee and supervisor. The timekeeper will make required corrections in WebTA and maintain signed copies. Monthly random audits are conducted by MSS [REDACTED] to ensure that the review process is maintained in all locations. |

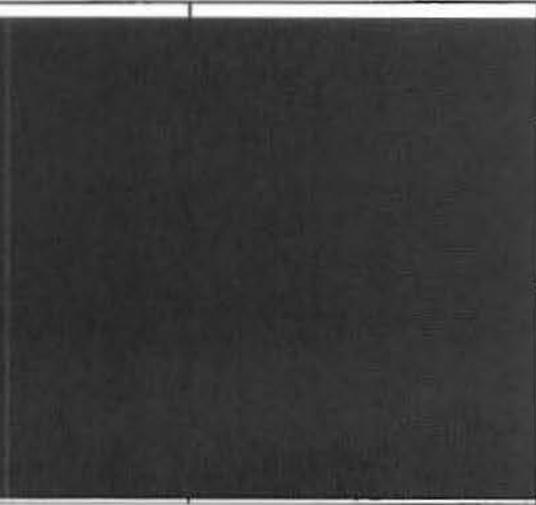
| | | | | | |
|--|---|---|-----|-----|--|
| |  | 3/1/13 | yes | MSS | |
| | | 2/1/2013 - current FY reviewed and corrections submitted. | yes | MSS | |

EXHIBIT 17

Department of Homeland Security
U.S. Immigration and Customs Enforcement
Office of Professional Responsibility

A F F I D A V I T

STATE OF: Texas

COUNTY OF: Harris

I, Senior Special Agent, [REDACTED] Office of Professional Responsibility,
Houston, TX, who after being duly sworn state the following:

[REDACTED]

That on July 16, 2013, I analyzed the email activity of IEA Rebstock. Contained in the email recovery, was the email identified by SDDO [REDACTED], dated May 31, 2012, entitled: "Record of AUO Hours Worked."

The remainder of IEA Rebstock's email recovery was negative for any information which would support IEA Rebstock's allegation that the abuse of AUO is open and pervasive at the ERO Houston District Office.

The contents of this statement consisting of 1 pages are true and correct to the best of my knowledge and belief.

Subscribed and sworn to by:

[REDACTED] SSA

Affiant [REDACTED] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility

Before me this day, 6th day of September 2013

[REDACTED] SSA

[REDACTED] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility

SSA [REDACTED]

[REDACTED] Senior Special Agent
Immigration and Customs Enforcement
Office of Professional Responsibility