



U.S. Customs and Border Protection

TO: Michael W. Banks
Chief
U.S. Border Patrol

FROM: Keli O'Connell
Acting Associate Director, LER National Operations
Labor and Employee Relations
Office of Human Resources Management

SUBJECT: Agency Head Review – Procedures for Rehired Annuitants Shifts, Leave, Days Off, Temporary Details/Duties, and Training

The enclosed Memorandum of Understanding (MOU) memorializes an agreement between U.S. Customs and Border Protection (CBP), and the National Border Patrol Council (NBPC) collectively referred to as “the Parties,” addressing the procedures by which Rehired Annuitants are selected for shifts, scheduled for leave, scheduled for days off duty, assigned temporary details/collateral duties, and training.

The negotiated terms have been reviewed in accordance with 5 U.S.C. §7114(c) and under Department of Homeland Security, Customs and Border Protection Delegation Order 10-001 dated February 23, 2010. This MOU does not violate existing law, rules, or regulation, and is hereby approved. The approval does not constitute a waiver of, or exception to, any existing law, rule, regulation, or policy.

Please note, in accordance with CBP Directive No. 2130-0130, Labor and Employee Relations (LER) is the sole authority within CBP for the administration and oversight of Labor and Employee Relations activities and provides national level program direction to all program offices within CBP.

If you have any questions or need additional assistance, you may contact Labor Relations Specialist Gabriela Smith by phone at (202) 679-2487 or via email at gabriela.smith@cbp.dhs.gov.

cc: Jon Anfinson, Executive Vice President, NBPC
CBP HQ LR Staff

**MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. CUSTOMS AND BORDER PROTECTION
AND
NATIONAL BORDER PATROL COUNCIL**

Rehired Annuitants MOU

Introduction

This Memorandum of Understanding (MOU) documents the agreement between U.S. Customs and Border Protection, U.S. Border Patrol (CBP or the Agency) and the National Border Patrol Council (NBPC) over the procedures by which the U.S. Border Patrol (USBP) (collectively referred to as “the Parties”) assigns and approves the manner by which bargaining unit Border Patrol Agents (BPAs) that are Rehired Annuitants (referred to as RAs) employed by USBP are selected for shifts, scheduled for leave, scheduled for days off duty, assigned temporary details/collateral duties, and training.

The Parties mutually recognize the benefits provided by the RAs to the mission of CBP. The Parties also recognize that the RAs impact the permanent Border Patrol Agents in terms of seniority and assignments. The Parties support both groups and seek to provide for a productive work environment that utilizes the strengths and knowledge of all agents.

Terms

The Parties agree to the following:

1. NBPC acknowledges that when a job offer is made USBP will be assigning RAs to stations per the needs of the Agency.
2. NBPC acknowledges that when assigned to a location, RAs will be considered over-hires and USBP will not count them against the available open positions at a location for the purposes of future transfers under the Op Mobility Program or other applicable reassignment programs.
3. RAs will bid for shifts, assigned days off, and leave among themselves, separate from the permanent BPAs.
4. RAs will have an adjusted EOD date, which is used for shifts, assigned days off, leave, and all other items impacted by seniority per the 2024 CBP-NBPC Collective Bargaining Agreement.
5. RAs will generally not be eligible for voluntary details/temporary assignments or collateral duties. (e.g., Boat Patrol Unit, Prosecutions, Horse Patrol Unit, etc.)
6. The Parties agree, if there are no volunteers from the permanent BPAs for a detail/temporary assignment or collateral duty and RAs volunteer, they can do so, but the station will resolicit every quarter to allow a permanent BPA to volunteer for the detail.

7. When necessary to mandate agents for to a detail (e.g., processing at a CPC), if USBP determines RAs will participate, RAs will be sent in reverse seniority order among themselves, and permanent BPAs and others will continue to rotate among themselves.
8. NBPC agrees that RAs will generally be ineligible for non-mandatory training/certifications.
9. NBPC agrees that that when RAs are not deemed ineligible, USBP will prioritize consideration of permanent BPAs for training/certifications, unless the training/certification is one that all agents will receive, and in such cases RAs will receive the training/certification after permanent BPAs have had an opportunity to do so.
10. NBPC agrees that when USBP makes available regularly scheduled overtime outside the regular tour of duty (i.e., Title 5 overtime, typically known as FEPA overtime, separate from any overtime under the Border Patrol Agent Pay Reform Act [BPAPRA]), RAs will compete among themselves for the non-BPAPRA overtime.
11. The Parties agree that RAs are not eligible for the Operational Mobility Program.
12. The Parties agree that this MOU remains in effect until all RAs have separated from USBP.
13. The Parties agree that the introduction of RAs into the workforce could lead to some unique or unanticipated circumstances, so if such a situation arises that is not already addressed by this MOU, the Parties will meet and discuss the situation to determine if they can reach an agreement to resolve the matter.
14. This MOU becomes effective thirty (30) calendar days from this Agreement's execution date or upon Agency Head Approval, whichever is earlier.

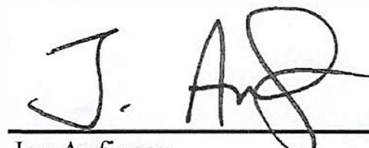
Signatures



Michael W. Banks
Chief
U.S. Border Patrol

8/14/25

Date



Jon Anfinson
Executive Vice President
National Border Patrol Council

8/14/2025

Date

For

Gabriela Smith
Labor Relations Specialist
Office of Human Resources Management

Date