

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

I. Introduction:

This Memorandum of Understanding (MOU) is entered between U.S. Customs and Border Protection (CBP), U.S. Border Patrol (USBP) and the National Border Patrol Council (NBPC)(collectively referred to as the “party.”) concerning the implementation of the 2019 Collective Bargaining Agreement (CBA) between NBPC and CBP.

II. Terms:

1. The language below will serve to clarify the provisions within Article 14 and 28.

The Agency agrees that it will attempt to assign consecutive days off duty consistent with the Agency's mission. Assigned days off duty will be assigned by seniority as requested by the employee. Seniority will not apply when:

- a. The senior employee's days off duty request conflicts with the days off of those employees who request days off in conjunction with approved leave for at least five consecutive workdays, including holidays. In such cases, the junior employee's preference in conjunction with approved leave will take precedence over seniority; or
- b. The senior employee's days off duty request conflicts with the days off duty of those employees who request days off to accommodate their military unit's monthly drill dates. In such cases, the junior employee's preference to accommodate such dates will take precedence.

Nothing in this article will preclude employees from swapping assigned days off duty with other employees from the same tour of duty.

2. To clarify, the language within Article 28 Section I is not intended to prohibit Alternative/Compressed Work Schedules.
3. The language below will serve to clarify the language within Appendix I Section A.

For purposes of determining seniority within the Law Enforcement Information Systems Specialists (LEISS), GS-1801, series position, all previous time served in the position of USBP GS-1802, Law Enforcement Communications Assistant (LECA), and USBP GS-1801, Sector Enforcement Specialist (SES), will count as if it were the same job series.

4. The language below will serve to clarify the language within Appendix III Section A.1 (i.e., impact of volunteering for details).

Agents who volunteer for a mandatory assignment will be considered to have fulfilled their obligation and will not be mandated to participate in that assignment until all eligible agents at that duty location have fulfilled the same obligation (i.e. volunteers will be placed at the bottom of the inverse seniority roster for the mandatory detail). Volunteers for a mandatory assignment will be decided by seniority.

5. The criteria listed within Appendix III Section A.2 is not intended to limit the criteria USBP will consider when selecting for a detail or collateral duty that requires special skills. They are examples of the types of criteria that will be used. This adjustment removes the requirement for weighting the criteria.
6. The language within Appendix III Section E does not apply to collateral duties.
7. The language below will serve to clarify the language within Appendix III Section E (i.e., waiting periods – also known as “cooling off periods”).
 - a. Waiting periods do not apply to mandatory details. This includes being mandated after completing a voluntary detail, or after having been mandated for a detail.
 - b. Waiting periods for details that began before November 1, 2019, and do not extend beyond October 31, 2020, will not be subject to the waiting period as prescribed in this section of the CBA. Instead, employees will be subject to the waiting period prescribed when the detail began.
8. Lists regarding Agency mandated, operational assignments requiring travel and per diem (e.g., Operation Southern Support) will NOT be reset upon the implementation of the 2019 CBA. All other detail lists will be administered in a manner mutually agreeable to the parties at the local level.
9. The provisions within this MOU strictly apply to the implementation of the 2019 CBA, and do not set a precedent for the Union’s positions in future negotiations over other matters.
10. In accordance with 5 U.S.C § 7114(c), this MOU will become effective upon Agency Head Review approval, or thirty-one (31) calendar days after the date of the last signature, whichever occurs first.

