



April 18, 2025

VIA E-MAIL

Mr. Adam Mervis
Branch Chief, Labor Relations HQ
LER National Operations
Human Resources Policy & Programs Directorate
U.S. Customs and Border Protection
90 K Street, N.E.
Washington, D.C. 20229

**RE: National Grievance and Unfair Labor Practice Charge — Agency’s
Violations of the Parties’ 2025 National Agreement and 5 U.S.C. § 7116(a)(1),
(5), (7) and (8)**

Dear Mr. Mervis:

NTEU hereby files this National grievance on behalf of all affected bargaining unit employees pursuant to Article 27, Section 13 of the 2025 National Collective Bargaining Agreement (NCBA) between the U.S. Customs and Border Protection and the National Treasury Employees Union (NTEU). Because the violations NTEU alleges are continuing each day and/or week, the grievance and requested remedies are continuing in nature.

Statement of the Grievance

On March 9, 2025, the 2025 National Collective Bargaining Agreement went into effect. Article 35, Section 1.G(2)(b) states:

Employees will not be involuntarily drafted for overtime if the expected overtime will result in the employee working more than twelve (12) consecutive hours. Employees will have a minimum eight (8) hour break between assignments. Nothing in this subsection will preclude an employee from volunteering for overtime in excess of twelve (12) hours pursuant to the terms of this Article. This Section does not impact management’s ability to use holdover exceptions or to otherwise hold employees beyond twelve (12) hours in exigent circumstances in which all other options have been exhausted in compliance with this Article. The Employer will inform the local NTEU Chapter of the need to apply this Section, the impacted work units, and the name(s) of employees held. If operational circumstances permit, such notice will be provided sufficiently in advance of the hold to enable the Chapter to provide input. If not, the Employer will provide this information to NTEU as soon as possible after the hold is

implemented. This provision may be modified by local mutual agreement pursuant to Section 1.D(10).

In several instances throughout separate CBP Field Offices, CBP involuntarily held employees in a non-holdover overtime status beyond twelve (12) consecutive hours without identifying the existence of an exigent circumstance nor exhausting other options to fill the overtime assignment under Article 35 (e.g., assigning volunteers who would qualify for callback and commute compensation). Article 35, Section 1.G(1)(d) defines a holdover as “those overtime assignments made necessary by a task already begun during the employee’s regular tour or current overtime assignment which, in the interest of continuity and efficiency, should be completed by the involved employee (e.g. such as but not limited to a seizure, admissibility control adverse action, special enforcement operation, etc.)” These actions violate Article 35, Section 1.G of the 2025 National Collective Bargaining Agreement. Additionally, these violations amount to a repudiation of Article 35 in violation of 5 U.S.C. § 7114, which is also and Unfair Labor Practice under 5 U.S.C. § 7116(a)(1), (5), and (8).

Remedy

To remedy these violations, NTEU requests that CBP: (1) immediately cease and desist from violating the 2025 NCBA and Statute; (2) provide each employee who was involuntarily held on overtime with an overtime excusal to be used at the employee’s discretion within one (1) year, notwithstanding Article 35, Section 1.E(2) for each instance in which the employee was improperly held on overtime; (3) provide backpay under the Back Pay Act, to include applicable commute compensation, to any employee who volunteered for an overtime assignment and should have been selected pursuant to Article 35, Section 1.E; (4) post a notice signed by the Commissioner or Acting Commissioner of CBP admitting that the agency violated the Statute by repudiating Article 35 of the 2025 NCBA; and (7) grant any other remedy deemed appropriate to include attorney’s fees under the Back Pay Act.

Request for Information

Pursuant to 5 U.S.C. § 7114(b)(4), NTEU requests the following information, documents, and other materials, including e-mails, that are needed to process this grievance, to identify the employees on whose behalf the grievance is filed, and to adequately represent those employees:

1. A list of all bargaining unit employees who were involuntarily assigned to perform overtime in excess of twelve (12) hours between March 9, 2025 to present that identifies: the employee’s name, series, grade, duty position, duty location, and work unit.
2. For each employee identified in request # 1, a list of each employee’s shift and schedule at the time of the overtime assignment, the work unit of the overtime assignment, the date of the overtime assignment, the start and end time of the overtime assignment, the date and time of when the need for the overtime assignment became known to the employer, and the employee’s earnings at the time of the overtime assignment.

3. For each overtime assignment identified in request 2, a list of all employees who volunteered for the overtime assignment that identifies which category of the call-out order identified in Article 35, Section 1.E of the 2025 NCBA the employee was on during the overtime assignment and the volunteer employee's earnings at the time of the overtime assignment.
4. For each overtime assignment identified in request 2, any and all supporting documentation that management relied upon to assert that an exigent circumstance existed at the time of the overtime assignment and continued during the duration of the overtime assignment.

Bargaining History.

Pursuant to Article 28, Section 6.E, NTEU hereby gives notice that if this matter proceeds to arbitration, NTEU intends to use bargaining history concerning Article 35.

NTEU's representative in this matter will be Ryan Soon, Deputy Director for Negotiations. Please contact him at ryan.soon@nteu.org to schedule a meeting.

Sincerely,



Doreen P. Greenwald
National President

cc: Aaron Wulf, CBP
Andrea Coffey, CBP
Ryan Soon, NTEU
Jack Jarrett, NTEU
Ken Moffett, Jr., NTEU