



February 20, 2025

**VIA ELECTRONIC 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' 2017 National Agreement and 5 U.S.C. § 7116(a)(1),  
(5), (7) and (8)**

Dear Mr. Mervis:

The National Treasury Employees Union (NTEU) hereby files this national grievance on behalf of all affected bargaining unit employees pursuant to Article 27, Section 13 of the 2017 National Collective Bargaining Agreement (NCBA) between the U.S. Customs and Border Protection (CBP or agency) and NTEU.

On February 14, 2025, CBP issued a directive (the "Directive") to all bargaining unit employees cancelling all telework and remote work agreements no later than March 4, 2025, and requiring employees on a telework or remote work agreement to begin to physically report to CBP office locations on a full-time basis. In a separate notice to NTEU on February 14, 2025 (the "Notice"), CBP also stated that CBP employees are no longer eligible for regular and recurring telework or remote work and that all bargaining unit employees must report for in-office work by March 5, 2025. In issuing both the Directive and Notice, CBP pointed to the January 20, 2025 Presidential Memorandum (PM) as authority. In the Notice, CBP also stated that if a duty station does not have sufficient space for all employees to return in-person full-time, then management will identify in-person days and episodic telework days for each eligible employee until additional office space can be obtained.

This Directive is in violation of Articles 15, Telework, and 39, Reassignments, of the 2017 NCBA; the Federal Service Labor-Management Relations Statute (statute), 5 U.S.C. § 7101 *et seq.* as amended, and any other Article, Section, law, rule or regulation that may apply.

Under the 2017 NCBA, Article 15, Telework, Sections 2.C, 2.D, and 6.A identify the criteria for an employee to be eligible to participate in telework. In Article 15, Section 6.A, the parties broadly agreed that "most positions that do not require the wearing of a CBP uniform are

presumed to be appropriate for telework.” Further Article 15, Sections 2.I and 17.D expressly state that telework agreements may only be terminated for cause or when an employee loses eligibility under Article 15, Section 4.D. The Directive violates Article 15 by cancelling telework and/or remote work agreements for bargaining unit employees for reasons that are neither authorized nor contained in Article 15. Further, the Notice violates Article 15 by unilaterally changing the eligibility requirements for bargaining unit employees to participate in telework and/or remote work.

Article 15, Section 4.P also sets forth the parties’ process when employees will be required to share a workspace or participate in hoteling arrangements. Under Article 15, CBP must follow existing local agreements or notify NTEU at the national level and bargain over the conditions under which employees share workstations. The Notice violates Articles 15, Telework of the 2017 NCBA by unilaterally imposing a different process.

Article 39, Reassignments, of the 2017 NCBA requires CBP to notify and bargain with NTEU when it determines that it is necessary to involuntarily reassign bargaining unit employees outside of the employee’s assigned duty location. The Directive violates Article 39 by cancelling all remote work agreements and involuntarily reassigning affected remote employees to a new duty location.

The Directive and Notice also constitute a repudiation of Articles 15 and 39 of the 2017 NCBA, in violation of 5 U.S.C. § 7114(a)(1), which is an unfair labor practice under 5 U.S.C. § 7116(a)(1), (5) and (8). Moreover, to the extent that CBP claims the PM has the effect of a government-wide rule or regulation, the directive is an unfair labor practice under 5 U.S.C. § 7116(a)(7), which states that it is an unfair labor practice to enforce rules or regulations that conflict with any preexisting, applicable collective bargaining agreement.

Lastly, the parties recently negotiated the 2025 NCBA which was executed on December 9, 2024, approved by the Department of Homeland Security on December 19, 2024, and, by agreement of the parties, will become effective on March 9, 2025. In the 2025 NCBA, similar provisions related to the eligibility for telework are contained in Article 15, Sections 4.C, 4.O, and 7.A. Provisions related to the termination of telework agreements are contained in Article 15, Sections 1.B, 4.K, 18.E. In addition to telework, the parties also agreed to Article 52, Remote Work. In Article 52, provisions related to the eligibility for telework are contained in Section 3.C, 3.D, 4.A, 4.B, 5.A, and 5.B. Provisions related to the termination of Remote Work are contained in Section 1.B, 7.D, and 8.D. Although these provisions are not enforceable until March 9, 2025, the Directive and Notice both violate the agreements reached in Article 15 and 52 of the 2025 NCBA amounting to a repudiation of the 2025 NCBA, in violation of 5 U.S.C. § 7114(a)(1), which is an unfair labor practice under 5 U.S.C. § 7116(a)(1), (5) and (8).

To remedy these violations, NTEU requests that CBP: (1) rescind the Directive and Notice; (2) reinstate any and all telework and/or remote work agreements that were terminated as a result of the Directive and/or Notice; (3) post a notice signed by the Commissioner of CBP admitting that the agency violated the statute by repudiating the 2017 NCBA and the 2025 NCBA; and (4) grant any other remedy deemed appropriate.

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NTEU's representative in this matter will be Ryan Soon, Deputy Director for Negotiations. Please contact him via email at [ryan.soon@nteu.org](mailto:ryan.soon@nteu.org) to schedule a meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Doreen P. Greenwald". The signature is fluid and cursive, with the first name "Doreen" being more prominent.

Doreen P. Greenwald  
National President

cc: Ryan Soon, NTEU  
Ken Moffett, NTEU