



November 4, 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 — CBP’s Imposition of Artificial Overtime Caps in Violation of Article 35 of the National Collective Bargaining Agreement and the Federal Service Labor-Management Relations Statute

Dear Mr. Mervis:

The National Treasury Employees Union (NTEU), pursuant to Article 27, Section 13 of the 2025 National Collective Bargaining Agreement (2025 NCBA) between NTEU and Customs and Border Protection (CBP, collectively referred to as the “parties”), hereby files this continuing national grievance on behalf of its institutional rights and all bargaining unit employees impacted by the allegations described below. 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 September 22, 2025, NTEU became aware that CBP, in the Chicago Port of Entry, imposed an artificial cap on employees’ annual overtime earnings of \$43,500. In investigating this matter further, NTEU learned that on September 29, 2025, CBP, in the Miami Port of Entry, imposed an artificial cap on overtime earnings of \$44,500; and that CBP Brownsville has limited overtime earnings to anywhere between \$43,000 and \$44,000. Upon information and belief, similar artificial caps on overtime earnings are being implemented in other locations.

The Customs Officer Pay Reform Act (COPRA), when established, capped overtime pay at \$25,000 per year, per employee. *See* 19 U.S.C. § 267. In 2018, pursuant to the Consolidated Appropriations Act of 2018, however, this overtime pay cap was raised to \$45,000 per employee, per year, where it currently remains. Article 35 (Overtime), Section 1.J of the 2025 NCBA covers compliance with the overtime cap. Specifically, Section 1.J(1) states that “[t]he statutory

overtime and premium pay cap establishes the maximum allowable earnings for COPRA covered employees.” Section 1.J(2) clarifies that:

An employee will not be prevented from working an overtime assignment if, at the time of the assignment, the employee is below their prorated pay limitation for the pay period, provided the assignment will not cause the employee’s overtime and premium pay earnings to exceed the statutory pay cap. An employee will not be prevented from earning a shift differential or removed from an existing shift so long as the employee’s projected shift differential earnings at the end of the fiscal year, when combined with the employee’s overtime earnings, will not exceed the statutory pay cap. However, an employee’s normal work schedule may need to be adjusted by the Employer to prevent the employee’s overtime and premium pay from exceeding the cap. This adjustment may result in other employees without cap compliance issues having their schedules changed. Such changes will be made consistent with the procedures and arrangements within Article 34. (Emphasis added).

When making overtime assignments, CBP is required by COPRA and Article 35 to make selections by least-cost/low-earner principles subject only to the negotiated call-out order in Article 35, Section 1.E, and Cap Compliance in Section 1.J. By imposing artificial overtime earning caps of less than \$45,000, CBP has caused, and is causing, employees nearing the artificial caps, to miss overtime assignments and/or be reassigned away from premium pay shifts in direct breach of Article 35, Overtime, of the 2025 NCBA. In addition to breaching Article 35, CBP’s actions also constitute a repudiation of Article 35 of the NCBA, which is a violation of 5 U.S.C. § 7114 and an Unfair Labor Practice in violation of 5 U.S.C. § 7116(a)(1), (5), and (8) of the Federal Service Labor-Management Relations Statute (statute).

Requested Remedy

To remedy the foregoing violations, NTEU requests that CBP:

1. Immediately cease and desist from violating Article 35 of the parties’ NCBA and the statute;
2. Immediately rescind any artificial overtime earnings caps that have not been mutually agreed upon with the local NTEU chapter;
3. Provide each employee who was skipped for an overtime assignment or removed from a premium pay shift based on an artificial overtime earnings cap with back pay and interest for the missed overtime assignment and/or premium pay;
4. Post a notice and send an email, drafted by NTEU and signed by the CBP Commissioner, to all bargaining unit employees admitting that CBP violated the statute as set forth in this grievance;

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5. Provide make whole relief to every adversely affected bargaining unit employee, including back pay with interest; and
6. Grant NTEU all other appropriate remedies to which it is entitled under the law, including attorney's fees and costs under the Back Pay Act.

I have designated Jake DiMarzio, Associate Counsel, as NTEU's representative in this matter. Please contact Mr. DiMarzio via email at jake.dimarzio@nteu.org to schedule the grievance meeting, to provide the requested information, and to discuss any issues concerning this grievance.

Sincerely,



Doreen P. Greenwald
National President

cc: Andrea Coffey, CBP
Jake DiMarzio, NTEU
Ken Moffett, NTEU
Ryan Soon, NTEU