

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
U.S. BORDER PATROL LAREDO SECTOR  
AND  
NATIONAL BORDER PATROL COUNCIL**

**SUBJECT:** Laredo Sector (LRT) Job Swap Program

This Memorandum of Understanding (MOU) documents the agreement between United States Border Patrol (USBP) Laredo Sector (LRT) and the National Border Patrol Council (NBPC) over the procedures for the LRT Job Swap Program.

This program will allow eligible Border Patrol Agents (BPA) from different duty stations/units within LRT to request and be approved to exchange positions. All exchanges will be limited to within LRT, not other Sectors. The following eligibility criteria must be met:

- (A) The LRT Job Swap Program will be reevaluated following the National Job Swap Program announcement, scheduled for calendar year 2023. The National Job Swap Program will take precedence over the local LRT Job Swap Program. At that time, the LRT Job Swap Program will either be updated accordingly to align with the national program or canceled. If none of the above occur, this MOU will be void December 31, 2024.
- (B) A BPA will be considered eligible if he/she:
  - (1) Has served a minimum of three (3) years as a BPA, is not the subject of any pending performance or disciplinary action, or the subject of an investigation of alleged misconduct, which may prevent the performance of the full scope of their required duties;
  - (2) Has not received or been subject to three or more disciplinary actions (reprimand to fourteen (14) day suspensions), or a single adverse action (suspension of more than fourteen (14) days) within the last two (2) years;
  - (3) Is not under a Last Chance Agreement; and
  - (4) Has fulfilled any time-in-station requirements associated with any previously approved incentive, relocation, or reassignment.
- (C) Requesting BPAs must be fully qualified to perform the full range of duties and be assigned to the same tour of duty (Level 1, Level 2, or Basic) as the other BPA involved in the swap. Additionally, both BPAs should be the same grade level.
  - (1) If a BPA is in a K-9 position, the K-9 Agent may only request an exchange with another K-9 Agent. Similarly, a K-9 Agent Instructor may only request an exchange with another K-9 Agent Instructor.
  - (2) If either BPA is on a temporary assignment/detail, they must self-terminate in order to be available to report for EOD at the new location.

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- (D) LRT will create a Job Swap Request Form. The form will be accessible through a link provided in the Job Swap Announcement and will include instructions on how to apply. Applicants will complete the Job Swap Request Form and submit the form electronically for consideration. The applicant must ensure they select their desired station location. The Job Swap open period will be for 30 days every six (6) months. If an applicant does not receive a pairing, the applicant will need to re-apply the following open period. Applicants will be paired by seniority and based on other criteria described in Section C.
- (E) LRT will identify a Job Swap Coordinator from within the Workforce Management Branch (WFM) who will serve as the main point of contact for the program.
- (F) The Patrol Agent in Charge (PAIC) (or his/her designee) will review received requests for the purpose of validating eligibility and qualifications requirements. Validated requests will be forwarded to the LRT Job Swap Coordinator by email to [LRTJOBSSWAP@cbp.dhs.gov](mailto:LRTJOBSSWAP@cbp.dhs.gov). In the event a request cannot be validated, the PAIC (or designee) of the BPA who cannot be validated will disapprove the request. BPAs (and the NBPC designated representative) will be notified of the final disposition of the request within sixty (60) calendar days. In the event extenuating circumstances prolong the decision, affected BPAs (and the NBPC designated representative) will be notified of the delay. A copy of the response will be provided to the supervisors of the BPAs involved, and if approved, will include the effective date of the exchange. BPAs that receive a disapproved request will be provided the reason(s) for the disapproval. The Union's designated representative will have the opportunity to review the final disposition prior to distribution to employees. Should any dispute arise over the final disposition, the designated LRT Job Swap Coordinator and the Union representative will attempt to settle the dispute informally. Complaints that remain unsettled may use the negotiated grievance procedure.
- (G) By submitting the request, BPAs involved in the exchange agree to accept the designated locality pay, shift, and schedule to which the other BPA involved in the exchange is assigned. Following the reassignment, the BPAs will be permitted to participate in any local shift assignment procedure.
- (H) Effective dates for exchange will be the same for both BPAs.
- (I) BPAs granted an exchange agree not to submit a request for another exchange for a period of two (2) years from the effective date of the exchange.
- (J) A BPA may withdraw a request submitted under this section at any time by delivering a written notification to his/her PAIC and the sector POC responsible for administering the position exchange approval process.
- (1) If one of the BPAs involved in an exchange withdraws from the arrangement, the entire request will be considered void.
- (2) In addition, if the withdrawal occurs after the exchange has been approved by LRT's Chief Patrol Agent, the BPA may not submit a request for another exchange for a period of one (1) year. Exceptions can be made due to dire emergency situations.




- (K) Exchanges granted under this section are subject to the grievance procedures contained in Article 33 of the Collective Bargaining Agreement. If the exchange or process utilized in the swap is in breach of the MOU. A violation of this MOU can be grieved either by the BPAs involved or harmed in the exchange, or by the NBPC. In addition, NBPC agrees not to arbitrate situations when a BPA withdraws from a request for an exchange and its effect under Section J.
- (L) The LRT Job Swap Coordinator will initiate a memorandum for the LRT CPA's signature, approving the exchange. The approved memorandum will be provided to the WFM to initiate a Request for Personnel Action, SF-50 (Reassignment) for each BPA approved a position exchange resulting in a change in duty station for the involved BPAs.
- (M) BPAs approved for a position exchange under this section that involve a change in duty station outside of his/her normal commuting area will be provided not less than thirty (30) calendar days advance notice of the date expected to report to the new duty station.
- (N) As an exchange is primarily for the benefit of the BPA, any relocation or other costs associated with the LRT Job Swap Program granted under this section are the responsibility of the BPA. Additionally, administrative leave will not be authorized for the relocation.
- (O) Nothing in this section shall prohibit LRT from permitting non-uniform employees from participating in the LRT Job Swap Program, provided they are subject to the same provisions and requirements contained in this MOU. Additional criteria for Professional Staff, includes employees having to stay within the same job series (e.g., 0301, 0343).
- (P) The agreement is effective upon the date of the last signature of all parties, subject to the requirements of 5 U.S.C., section 7114 (c). All terms of this agreement are subject to Agency Head Review.

For LRT:

 2/2/23  
 \_\_\_\_\_ Date  
 Carl E. Landrum  
 Chief Patrol Agent  
 Laredo Sector

For NBPC:

 2/2/23  
 \_\_\_\_\_ Date  
 Hector Garza  
 President  
 National Border Patrol Council-Local 2455

For LER:

 2/3/2023  
 \_\_\_\_\_ Date  
 Alfonso R. Garza  
 Labor and Employee Relations