

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

**Team Awareness Kit (TAK)**

**This Memorandum of Understanding (MOU) is entered between U.S Customs and Border Protection (CBP or Agency), U.S. Border Patrol (USBP) and the National Border Patrol Council (NBPC) regarding the implementation of the Team Awareness Kit (TAK) application and Internal Operating Procedure (IOP).**

**Background:**

- 1. On October 10, 2018, CBP provided NBPC with a notice and opportunity to bargain over the use of the TAK application and the TAK IOP; and**
- 2. On October 25, 2018, NBPC responded to the notice by requesting information and submitting bargaining proposals.**

**Terms:**

- 1. The provisions within this MOU apply to bargaining unit employees represented by NBPC.**
- 2. Agents will not be required to take the Agency issued mobile device home. If an agent elects not to take the mobile device home at the end of their shift, they must ensure that the mobile device is stored in a secure location, similar to the storage of firearms, radios, GPS, etc.**
- 3. Agents are expected to have the mobile device sufficiently charged and in their possession, with the TAK application active, while on duty. However, in addition to the exemptions mentioned within Section 7.2.6 of the IOP, there may be limited circumstances where possession of the device is not practical, such as during national-level academy training, courtroom duties, official time, and injured/light duty. Additionally, it is understood that operational environments vary and local management may decide to grant certain exceptions concerning the possession of the mobile device. Requests for exemptions will follow the process contained within Section 7.3.1 of the IOP.**

**The circumstances surrounding a given situation will dictate whether the manipulation of the device is a prudent decision. With any device, technological or otherwise, users are encouraged to exercise sound judgement and always place themselves in a beneficial position.**

4. **Generally, the mobile device will be stored in space that is provided (e.g., locker); however, in circumstances where agents are not provided space, the Agency will offer an area of limited access (e.g., storage room) to assist in the storage of mobile devices. All current Sector-level past practices concerning the storage of other sensitive items (e.g., radio/firearm) may apply to the storage of the mobile device. Additionally, agents may opt to bring the device to their residence.**
5. **Information retrieved from a TAK device will not be the sole source of information used to record or verify an employee's time and attendance document.**
6. **As stated in Section 2.6 of CBP Directive 5210-011A, Management of Wireless Handheld Mobile Devices and Services, Federal employees using government-furnished equipment have no right or expectation of privacy; however, outside of an investigation, data captured by the TAK system will not be routinely viewed by supervisors for the sole purpose of seeking out policy violations. In the event information within the server is requested, all access to the information will be appropriately recorded.**
7. **The Agency will provide initial training to all agents regarding the use of the TAK application and CBP-issued mobile device. If additional assistance is needed, local management and/or subject-matter-experts may provide support.**
8. **Agents will not be expected or required to use the TAK device until they have completed the TAK training course.**
9. **Agents are obligated to report the lost or stolen mobile device to their supervisor. The supervisor will then make the Station TAK Coordinator aware of the lost device.**
10. **If a mobile device or protective cover is damaged, and/or no longer operable, users must report the breakage to their station supervisor, and be issued a new mobile device, or protective cover by the Sector/station local property officer.**
11. **Employees will not be required to use personal funds for anything related to the TAK device or related accessories.**
12. **Examples of "other identified mechanism" or "alternative mechanism" referenced within Sections 3.7, 3.9, and 7.2.7 of the TAK IOP includes: radios, cellphones, or in-person.**
13. **Section 7.2.7 will only become effective once the Tracking, Sign-cutting and Modeling (TSM) IOP has been properly bargained. All current practices involving TSM will be followed at the local level in the interim.**
14. **TAK users shall either log event data into the TSM database via the TAK application or report event data to others so that it can be entered into TSM.**

15. To further clarify Section 6.5 of the IOP, all information obtained from the TAK application is not retrieved by sensitive personally identifiable information (SPII).

16. A copy of this MOU will accompany all copies of the TAK IOP.

17. In addition to the mobile device, agents will receive the following equipment:

- a. Phone case;
- b. Phone clip (for belt);
- c. External charger;
- d. High-speed charging cables;
- e. Custom Molle pouch;
- f. Wall and vehicle charging cord for the phone;
- g. Micro SDXC; and
- h. Range extending antenna.


18. The provisions within this MOU will supersede if there is any conflict between the IOP and this MOU.

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.


**Signatures:**

**For Agency:**

**For Union:**

  
JUN 10 2019  
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Jerry B. Martin  
Directorate Chief  
U.S. Border Patrol

  
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Brandon Judd  
President  
National Border Patrol Council

 June 12, 2019  
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Gabriela Smith  
Labor Relations  
Office of Human Resources Management