



AFGE-TSA — Contract —

Pending Ratification

Note: Highlighted sections are not agreed to and are being submitted to arbitration. The highlighted sections are not subject to this ratification vote.



2019 COLLECTIVE BARGAINING AGREEMENT- RATIFICATION COPY

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2019 COLLECTIVE BARGAINING AGREEMENT – RATIFICATION COPY

ARTICLE 1: PREAMBLE

This Collective Bargaining Agreement (CBA) is made between the Transportation Security Administration (TSA) and the American Federation of Government Employees, AFL-CIO (AFGE), which is the exclusive representative for the bargaining unit employees of TSA.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

ARTICLE 2: AWARDS AND RECOGNITION PROCESS

- A. **PURPOSE:** Recognition of bargaining unit employee accomplishments is an important element in effective workforce management. The awards and recognition process under this Article provides guidance for recognizing bargaining unit employee accomplishments and individual or team achievements that contribute to TSA's mission.
- B. This Article contains the process for distributing awards and for recognizing achievements of bargaining unit employees.
- C. **AWARD CATEGORIES:** Awards and recognition categories and criteria are detailed in TSA management Directive 1100.45-1, *Awards and Recognition*, in effect on June 1, 2019. Management retains the right to add or rescind awards during the period of this Agreement. Awards are based on merit and distributed equitably. In the event of a conflict, the provisions of this Article shall govern. As of the effective date of this Agreement, examples of awards in TSA policy are: **(Union 10/31/19)**

Awards and recognition categories and criteria are detailed in TSA management Directive 1100.45-1, *Awards and Recognition*, and any subsequent revisions. Management retains the right to add, rescind, or amend awards, award categories, and award criteria during the period of this Agreement. **(TSA counter 11/4/19)**

~~1. *Attendance Award:* A cash award designed to recognize employees for their sustained availability in the workplace. **(Union 10/31/19)**~~

~~1. *Attendance Award:* A cash award designed to recognize employees for their sustained availability in the workplace. **(TSA counter 11/4/19)**~~

~~2. *Career Service Recognition:* The periodic recognition of an employee for creditable years of Federal service or recognition of total years of service upon retirement. **(Union 10/31/19)**~~

~~2. *Career Service Recognition:* The periodic recognition of an employee for creditable years of Federal service or recognition of total years of service upon retirement. **(TSA counter 11/4/19)**~~

~~3. *Distinguished Career Service Award:* The Secretary of Homeland Security or the Assistant Secretary may grant this award to retiring employees with more than 20 years of Federal service who are deemed to have made significant contributions to the Federal service during their careers. **(Union 10/31/19)**~~

~~3. *Distinguished Career Service Award:* The Secretary of Homeland Security or the Assistant Secretary may grant this award to retiring employees with more than 20 years of Federal service who are deemed to have made significant contributions to the Federal service during their careers. **(TSA counter 11/4/19)**~~

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4. *Honorary Award*: A type of non-monetary award that is an object the recipient would reasonably be expected to value, but that does not convey a sense of monetary value. **(Union 10/31/19)**

~~4. *Honorary Award*: A type of non-monetary award that is an object the recipient would reasonably be expected to value, but that does not convey a sense of monetary value. **(TSA counter 11/4/19)**~~

5. *John W. Magaw Leadership Values Award*: This is an annual recognition by the Assistant Secretary of an individual who has significantly contributed to the advancement of the TSA mission while demonstrating outstanding leadership values. Selection will be made by the Assistant Secretary. **(Union 10/31/19)**

~~5. *John W. Magaw Leadership Values Award*: This is an annual recognition by the Assistant Secretary of an individual who has significantly contributed to the advancement of the TSA mission while demonstrating outstanding leadership values. Selection will be made by the Assistant Secretary. **(TSA counter 11/4/19)**~~

6. *On-the-Spot (OTS) Awards*: Monetary awards of a net amount after required tax withholding of \$50 to \$250 which provide immediate recognition for worthy non-recurring contributions. Designated management officials should recognize an employee(s) as quickly as possible after the worthy contribution when granting an on-the-spot award. **(Union 10/31/19)**

~~6. *On the Spot (OTS) Awards*: Monetary awards of a net amount after required tax withholding of \$50 to \$250 which provide immediate recognition for worthy non-recurring contributions. Designated management officials should recognize an employee(s) as quickly as possible after the worthy contribution when granting an on-the-spot award. **(TSA counter 11/4/19)**~~

7. *Performance Awards*: Performance awards are lump-sum, cash awards designated to recognize employees for their accomplishment of duties. **(Union 10/31/19)**

~~7. *Performance Awards*: Performance awards are lump-sum, cash awards designated to recognize employees for their accomplishment of duties. **(TSA counter 11/4/19)**~~

8. *Special Achievement Award (SAA)*: A one-time, lump sum cash award granted in recognition of an employee's significant contribution(s) *related to official employment*. **(Union 10/31/19)**

~~8. *Special Achievement Award (SAA)*: A one-time, lump sum cash award granted in recognition of an employee's significant contribution(s) *related to official employment*. **(TSA counter 11/4/19)**~~

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9. *Time-Off Award*: An excused absence from duty granted to a bargaining unit employee(s) for use without charge to leave or loss of pay. Time-off awards recognize bargaining unit employee(s) work accomplishments. **(Union 10/31/19)**

~~9. *Time-Off Award*: An excused absence from duty granted to a bargaining unit employee(s) for use without charge to leave or loss of pay. Time-off awards recognize bargaining unit employee(s) work accomplishments. **(TSA counter 11/4/19)**~~

D. **LOCAL AIRPORT AWARDS AND RECOGNITION**: Nothing in this Article precludes Federal Security Directors (FSD) or their designees from developing and using additional awards (e.g., “Employee of the Month”) and/or means of recognizing bargaining unit employees appropriate to their airports (e.g. certificates, plaques).

E. **GENERAL**:

1. Management retains the discretion to determine how much, if any, of its budget will be allocated for awards and recognition and when funds become available for distribution.
2. Awards that provide monetary recognition will be in the form of a lump-sum payment.
3. It is the policy of TSA to recognize and reward significant employee contributions and achievements in a fair manner consistent with [TSA Management Directive 1100.45-1, Awards and Recognition](#).

a. TSA Management Directive 1100.45-1, *Awards and Recognition*, is dated June 1, 2019. **(Union 12/7/19)**

~~a. TSA Management Directive 1100.45-1, *Awards and Recognition*, is dated June 1, 2019. **(TSA counter 12/7/19)**~~

1. Within ninety (90) calendar days after the end of the fiscal year, TSA will provide AFGE Council 100 with an electronic annual report on the awards program for bargaining unit employees which contains the total annual awards allocation for each hub and the total expenditure of the awards budget per hub. For CAT X and CAT I airports only, the report will assign each LTSO and TSO who received an award a random numeric value and provide the position, grade, and award category for each anonymized LTSO and TSO.
2. Awards and recognition may not be used as a substitute for overtime pay, promotion, or any other purpose not compatible with the criteria for awards and recognition described in this Article and in [TSA Management Directive 1100.45-1, Awards and Recognition](#).
3. Documentation will be provided to each award and recognition recipient detailing the award and the exceptional contribution leading to the bargaining unit employee’s recognition.
4. TSA will continue to publish award criteria by making [TSA Management Directive 1100.45-1, Awards and Recognition](#), and any subsequent revisions, available on TSA’s iShare.
5. Management will consider for award recognition bargaining unit employee contributions such as language skills or employee flexibility in support of operational challenges such as same-sex gender pat-downs and other screening requirements consistent with this Article.

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6. When a bargaining unit employee is granted a time off award, management will timely inform the bargaining unit employee.

F. JOINT AWARDS COMMITTEES:

1. At the commencement of each fiscal year, the Federal Security Director or designee and the local AFGE Local President or designee will establish a Joint Awards Committee (JAC) at CAT X, I, and II (hub) airports. Such committees will be made up of an equal number of bargaining unit employees and local TSA management. The FSD or designee has the discretion to increase the percentage of bargaining unit employees participating on the JAC to greater than fifty percent (50%) of the total. However, at least one member of the JAC must be a management official. Representatives are generally expected to serve on the JAC for the fiscal year.
2. Bargaining unit employees will be selected to serve on the JAC in accordance with the following process:
 - a. All bargaining unit employees are eligible to apply to serve on the JAC.
 - b. Management will post a solicitation announcement electronically for a minimum of seven (7) calendar days and on official bulletin boards, where such exist, for a minimum of seven (7) calendar days.
 - c. The area of consideration will be either a specific airport or a hub and spoke(s), as determined by management.
 - d. Interested bargaining unit employees must apply in accordance with the requirements of the internal announcement prior to the closing date of the announcement.
 - e. The internal announcement must include the following information:
 - i. Opening and closing dates
 - ii. Area of consideration
 - iii. Description of duties and responsibilities of JAC membership
 - iv. Point of contact information.
 - f. Applications will be reviewed by the FSD or designee and the local AFGE President or designee within the local who will jointly select the bargaining unit members of the JAC.
3. JAC Procedures:
 - a. Bargaining unit employees serving on the JAC will do so on duty time.
 - b. The JAC will evaluate awards and recognition nominations, including on-the-spot, special achievement awards, and time off awards for bargaining unit employees. The JAC will submit recommendations for such awards to the designated management official for final approval. All JAC members are responsible for assuring that recommendations for awards and recognition are based on merit and consistent with criteria set forth in [TSA Management Directive 1100.45-1, Awards and Recognition](#).

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- c. The required quorum for any JAC meeting is at least three members: two bargaining unit employees and one from management.
 - d. To ensure the JAC is prepared to execute its responsibilities under this Article, each JAC will prepare a charter, signed by the JAC Co-Chairs, and will review these procedures when necessary.
4. JAC deliberations concerning awards nominations and recommendations will be considered confidential by both Parties and JAC members and as such, will not be publicized to the bargaining unit. This provision is not intended to prohibit either party or JAC members from presenting evidence or providing testimony regarding the conduct of a JAC member in a third-party proceeding (e.g., arbitration, EEO complaint, or any other aspect of TSA's unitary dispute resolution system) where such evidence or testimony is relevant or necessary to the adjudication of the case.
5. JAC members may not participate in or be present during the deliberation of an award recommendation for which they are nominated or for which there is a conflict of interest (e.g. nominations for relatives).
6. Management has the discretion to grant awards under this Article without conducting a formal nomination process. However, when management grants an award under this Article, the awardee(s) and AFGE local president will be notified of the management official granting the award and a brief description of the basis for the award.

G. AWARDS AND RECOGNITION NOMINATION PROCEDURES:

1. Bargaining unit employees may submit nominations to the JAC on TSA Form 1140 or any other format approved by the JAC Co-Chairs. Recommendations will be submitted by the JAC to the official with award approval authority on TSA Form 1140.
2. Nominations for awards and recognition under this process will be submitted in the following ways:
 - a. Groups/Teams: may be nominated by agreement of the group/team's members; sponsor or supervisor of the group/team; and/or nominated by a TSA employee who uses or benefits from the group's/team's services or products.
 - b. Bargaining unit employees may be nominated by a peer/co-worker, a manager, or supervisor.
3. To ensure bargaining unit employee-initiated nominations have been processed and forwarded to the JAC, bargaining unit employees may also provide a copy of submitted nominations to their AFGE Local President or designee. Nothing in this provision is intended to prevent JAC consideration of an award nomination for which the Union was not provided a copy.
4. Awards and recognition nominations should be solicited and processed throughout the year. At least once each fiscal quarter, the FSD or designee will formally solicit nominations for individual and/or group/team awards.
 - a. Bargaining unit employees will be provided a minimum of fourteen (14) calendar days from the date of the solicitation announcement to submit award nominations to the designated JAC or management Point of Contact (POC).

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- b. Within fourteen (14) calendar days from the closing date for nominations, the JAC may meet to evaluate the nominations. The JAC will use consensus decision making methods to recommend to management which nominees should receive awards and may also recommend award amounts if delegated the authority in the local charter. If the JAC is unable to reach consensus, a majority vote (i.e., more than fifty percent (50%)) of the JAC members present at the meeting will determine whether the JAC will forward a nomination as an award recommendation. In the event of a tie, the determination to forward a nomination will favor the nominee.
5. In accordance with applicable law, rule, and regulation, bargaining unit employees may not receive awards under this process for the performance of union representational functions. However, union representatives may be considered for awards related to their TSA job duties.
6. Within thirty (30) calendar days of receiving the JAC or management recommendations, the official with award approval authority will consider the recommendations and accept, modify, or reject them. If the recommendation is rejected, the JAC may request a short explanation for the rejection from the designated management official and submit a written request for reconsideration to the designated management official.

ARTICLE 3: ATTENDANCE MANGEMENT PROCESS

A. **PURPOSE:** This Article sets forth the attendance management process for bargaining unit employees. The Parties recognize:

1. Bargaining unit employees are expected to report to work on time and to be on duty at all times during their tour of duty except during meal breaks and when on approved leave; and
2. Leave is provided to allow bargaining unit employees an annual vacation period of extended absence for rest and recreation and to provide periods of time off for personal, emergency, and medical purposes; therefore,
3. A standard leave policy and system for accruing and using leave is utilized across all facilities in accordance with applicable laws; TSA policy to include [TSA Management Directive 1100.63-1, Absence and Leave](#) and [Handbook](#); and this Article. In the event of a conflict, the provisions of this Article shall govern.

a. The Handbook to TSA Management Directive 1100.63-1, Absence and Leave, is dated October 5, 2011. (Union 12/7/19)

a. The Handbook to TSA Management Directive 1100.63-1, Absence and Leave, is dated October 5, 2011. (TSA counter 12/7/19)

B. LEAVE PROCEDURES - GENERAL:

1. Bargaining unit employees will use [OPM Form 71, Request for Leave or Approved Absence](#), or TSA approved electronic version when requesting leave. Local offices are not authorized to modify [OPM 71](#) or to develop and use other forms to request leave.
 - a. The bargaining unit employee's leave request, ([OPM 71](#)) or TSA approved electronic version, will include the day(s), type of leave requested, and number of hours. If the request is for less than a full day, it will include the specific hours (from-to).
 - b. If a bargaining unit employee reports for duty for a portion of a day for which he or she had pre-approved leave, they will resubmit an [OPM 71](#) accurately reflecting the amount of leave the employee will actually take on that day for Time and Attendance purposes. This is an attendance management process to ensure an accurate accounting of the leave actually taken and does not constitute a new request for leave. Rather, it is an amendment of previously approved leave for that date.
2. Bargaining unit employees will not be denied accrued leave based solely on their leave balance. Leave will be denied only for appropriate reasons and not as a form of discipline.
3. Generally, bargaining unit employees should notify management at least sixty (60) minutes prior to the start of the bargaining unit employee's scheduled shift and must notify management no later than the start of the bargaining unit employee's scheduled shift to request unanticipated leave. If the bargaining unit employee is presented with circumstances that would reasonably preclude him/her from contacting management, notification must be made as soon as possible. Upon return to duty, the bargaining unit employee will submit a completed [OPM 71](#), or TSA approved electronic version, and documentation that might be required to substantiate the absence.

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4. The minimum charge for leave categories is 15-minute increments, except military leave is charged in one-hour increments.
5. Management will timely approve or deny leave requests (in writing or electronically) and provide a copy (in writing or electronically) of the leave request ([OPM 71](#)) to the bargaining unit employee. When denying a bargaining unit employee's leave request, management will indicate the reason for the denial on the leave request or as otherwise provided electronically. Management will file the approved or denied leave request (OPM 71) with the bargaining unit employee's time and attendance records. Such records will not include detailed medical documentation.
6. Management may meet with the bargaining unit employee at any time to review and/or discuss his/her attendance record. Bargaining unit employees may participate in this discussion. The bargaining unit employee will be given the opportunity to advise management of any reasons or extenuating circumstances concerning any attendance issues. Management and the bargaining unit employee are encouraged to discuss strategies for improving the bargaining unit employee's attendance during this discussion. The discussion may include possible change of hours or shifts which may address the attendance issues. When indicated, management will advise the bargaining unit employee of his/her rights under FMLA. Either party may issue internal guidance that does not conflict with this Article to their managers or union officials on this subsection. Such guidance will not trigger a bargaining obligation.

C. TYPES OF LEAVE

1. ANNUAL LEAVE

- a. The use of accrued annual leave is the right of the bargaining unit employee, subject to the right of management to approve the time at which leave may be taken.
- b. Bargaining unit employees will timely receive a copy of both approved and denied requests for annual leave.
- c. Bargaining unit employees may use annual leave in lieu of sick leave subject to the rules governing the use of sick leave.
- d. Leave requested in accordance with this Article will be approved absent a legitimate operational need.
- e. Advancing Annual Leave:
 - i. Full-time and part-time bargaining unit employees may be advanced no more than the amount of annual leave that would be accrued in the remainder of the leave year. However, advanced annual leave may not be granted to any bargaining unit employee if there is a likelihood that the bargaining unit employee will retire, be separated, or resign from TSA before the date the bargaining unit employee will have earned the leave. The advancement of annual leave is not an entitlement.
 - ii. Upon separation from TSA (e.g., retirement, resignation, or removal), bargaining unit employees must repay the balance of any remaining advanced annual leave. A bargaining unit employee may submit a written waiver request for the unpaid balance.

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- f. Restoration of Annual Leave:
 - i. Leave requested and approved on or before November 1 is eligible for restoration.
 - ii. If scheduled and approved annual leave is forfeited, it can be restored for bargaining unit employee use if it meets one of the criteria set below:
 - a) Exigencies of the public business: Annual leave that was scheduled and approved but cancelled as a result of an operational exigency is eligible for restoration. In order for management to cancel leave based on an operational exigency, he/she must show that there was no reasonable alternative to canceling the leave and that another bargaining unit employee could not perform the work. Management must also advise the affected bargaining unit employee in writing of the operational exigency that necessitates the cancellation of leave.
 - b) Sickness: Absent unusual circumstances, annual leave scheduled during the last quarter of the leave year that could not be used because of a bargaining unit employee's illness or injury would be approved for restoration.
 - c) Administrative Error: Annual leave forfeited because of administrative error (failure to change a leave accrual rate, incorrect service computation date, etc.) will be restored in cases where the error was made by a TSA representative.
- g. Requesting Restoration of Annual Leave: Bargaining unit employees who forfeit annual leave because of exigencies of the public business (*e.g.*, military duty, natural disasters, furlough), sickness, or administrative error may request to have the leave restored following the end of the affected leave year. Leave must be forfeited before a request for restoration can be submitted. Bargaining unit employees must complete TSA Form 1185 (Annual Leave Restoration Request) when requesting restoration of annual leave.
- h. Using Restored Annual Leave: Restored annual leave is maintained in a separate leave account and does not change the bargaining unit employee's annual leave ceiling (*e.g.*, 240 maximum). However, restored annual leave must be scheduled and used by the end of the leave year ending two (2) years after the leave year in which the leave was restored.
- i. Bargaining unit employees whose request for restored annual leave has been approved will have the leave timely restored following the end of the leave year.
- j. **On December 1, bargaining unit employees who have a remaining annual leave balance and have not requested restoration of annual leave, may relinquish up to five (5) days of annual leave and be compensated in accordance with TSA's policy. (Union 10/8/19)**
~~On December 1, bargaining unit employees who have a remaining annual leave balance and have not requested restoration of annual leave, may relinquish up to five (5) days of annual leave and be compensated in accordance with TSA's policy. (TSA counter 10/9/19: non-negotiable in 2016 CBA, and under Determination Section III.B.8.a)~~

2. SICK LEAVE

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

- a. Sick leave is a benefit that may be used by the bargaining unit employee for any of the following reasons:
 - i. Medical, dental, or optical examination or treatment;
 - ii. Incapacitation due to physical or mental illness, injury, pregnancy, or childbirth;
 - iii. To prevent exposure of a communicable disease to other employees and/or the general public;
 - iv. To participate in activities related to the adoption of a child; and
 - v. For medical-related family care and bereavement purposes.
- b. In the event of an unanticipated absence, bargaining unit employees will call the designated telephone number for call-outs at their airport. A bargaining unit employee who expects to be absent more than one (1) day will inform management or designee of the expected date of the return to duty. In the case of extended illness, for which the bargaining unit employee has provided medical documentation or management has confirmed the bargaining unit employee's incapacitation, daily reports will not be required. The bargaining unit employee will submit, on the first day back to duty, his/her leave request ([OPM Form 71, Request for Leave or Approved Absence](#), or TSA approved electronic version) when requesting leave for the length of the absence.
- c. If a bargaining unit employee has insufficient sick leave accrued, the bargaining unit employee can request Leave Without Pay (LWOP) or other available leave for an absence for which sick leave would otherwise be appropriate.
- d. Safeguarding medical documentation:
 - i. Medical documentation relating to a bargaining unit employee or a bargaining unit employee's family member must not be attached to the bargaining unit employee's time and attendance records, including [OPM Form 71, Request for Leave or Approved Absence](#), or TSA approved electronic version, and must not be included in the bargaining unit employee's Official Personnel Folder (OPF), eOPF, or locally maintained bargaining unit employee files, and will be maintained in a separate file.
 - ii. Medical documentation shall be protected and secured at all times and not left out for access/viewing by unauthorized individuals. Such documentation is confidential information, covered by the Privacy Act, and must be stored in a locked cabinet. Retention and access to such information shall be in accordance with TSA Management Directive (MD)/Handbook No. 1100.63-1, *Absence and Leave*.
 - iii. Access to the medical documentation will be restricted to management officials on a bona fide "need to know" basis.
 - iv. Individuals performing timekeeping functions do not have a need to know the medical reason a bargaining unit employee has requested sick leave, LWOP, other paid leave, or leave under FMLA. Information concerning a bargaining unit employee's or a bargaining unit employee's family member's health condition should not be kept with the payroll records or recorded in the payroll system.
- e. Approving Sick Leave Requests

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

- i. Leave approving officials shall not deny a bargaining unit employee's use of accrued sick leave for which administratively acceptable documentation has been provided unless there is sufficient knowledge of that bargaining unit employee's abuse of sick leave.
- ii. Administratively acceptable documentation for the approval of sick leave will take one the following three forms: self-certification, medical certification, or medical documentation.
 - a) **Self-Certification: Documentation of Sick Leave Absences of Three (3) Days or Less:** A bargaining unit employee's completed [OPM 71, Request for Leave or Approved Absence](#), or TSA approved electronic version will be used as self-certification for sick leave absences of three (3) days or less, unless the bargaining unit employee is on sick leave restriction or management has sufficient knowledge of bargaining unit employee misuse or abuse of leave.
 - b) **Medical Certification:**
 - i) **Documentation for Sick Leave Absences of More than Three (3) Days:** For sick leave absences of more than three (3) days, management may require a bargaining unit employee to submit a health care provider's certification that includes the duration of the bargaining unit employee's absence, clearly states that the bargaining unit employee was incapacitated for duty (unable to perform his or her duties due to the medical condition), and is signed and dated by the physician or authorized health care provider.
 - ii) On a case-by-case basis, management may consider and accept the bargaining unit employee's written statement explaining the absence and self-certification as acceptable documentation of sick leave absences of more than three (3) days.
 - iii) When a medical certification is required, it shall apply only to the current medical condition for which the bargaining unit employee is seeking leave.
 - iv) Without the bargaining unit employee's written authorization, management may not contact the bargaining unit employee's physician or healthcare provider to obtain medical information.
 - v) Management may contact the bargaining unit employee's physician or healthcare provider to determine the authenticity of the documentation provided by the bargaining unit employee.
 - c) **Medical Documentation:**
 - i) Bargaining unit employees on sick leave for thirty (30) calendar days or more are required to submit detailed medical documentation from the health care provider to substantiate the absence. The bargaining unit employee may be required to subsequently submit documentation every thirty (30) calendar days that identifies the bargaining unit employee's progress and expected return to work date.
 - ii) When detailed medical documentation is required, it shall apply only to the current medical condition for which the bargaining unit employee is seeking

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leave. The detailed medical documentation, at a minimum, should provide the following:

- (a) Date the medical condition began;
- (b) Clearly state that the bargaining unit employee is/was incapacitated for duty (unable to perform his or her duties due to the medical condition).
- (c) Provide information on how the condition affects the bargaining unit employee's ability to perform the duties of the position;
- (d) Identify the expected duration of the bargaining unit employee's absence; and
- (e) Have the date and signature (e.g., written, electronic, stamped) of the bargaining unit employee's personal physician or authorized health care provider.

f. Sick Leave Restriction

- i. The following may be indicators of a pattern of sick leave usage that may require a discussion between the bargaining unit employee and management when there is repeated and frequent sick leave use for:
 - a) Absences when annual leave is denied; or
 - b) Absences on the days before or after a holiday; or
 - c) Absences on the days before or after a bargaining unit employee's regular day off; or
 - d) Absences following overtime worked; or
 - e) Repeated absences on any one specific day; or
 - f) A pattern of using leave as soon as it is accrued.
- ii. In individual cases, if there is evidence that a bargaining unit employee's leave pattern may indicate that an abuse of sick leave exists, management will meet with the bargaining unit employee to review the bargaining unit employee's attendance record. The bargaining unit employee will have the opportunity to advise management of any reasons and any extenuating circumstances that should be considered with regard to his/her sick leave usage. Management and the bargaining unit employee are encouraged to discuss strategies for improving the bargaining unit employee's attendance during this discussion.
- iii. When absences are supported by medical certification or documentation as described in this Article, Management will consider that certification or documentation when evaluating a bargaining unit employee's pattern of sick leave use.
- iv. If the bargaining unit employee's leave pattern continues, management may place the bargaining unit employee on sick leave restriction. If sick leave restriction is imposed, the bargaining unit employee will be advised in writing that detailed medical documentation may be required for each subsequent absence for which sick leave is requested.

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- v. Management will review the attendance record of a bargaining unit employee on leave restriction at least once every four (4) months. If the bargaining unit employee's attendance issue(s) no longer exist(s), management will lift the leave restriction. Management will provide the bargaining unit employee with notice in writing of whether or not management has lifted the leave restriction. If the bargaining unit employee does not receive notice in writing that the sick leave restriction has been extended, the sick leave restriction will expire four (4) months after the effective date of the issuance.
- g. **Advanced Sick Leave**
 - i. Sick leave may be advanced to bargaining unit employees who have exhausted all of their available sick leave. The advancement of sick leave is not a bargaining unit employee entitlement.
 - ii. A full-time bargaining unit employee may be granted up to a maximum of 30 days (240 hours) of advance sick leave for a personal illness, medical appointments, adoption purposes, or to provide care for a family member. The total amount of sick leave that may be advanced to a part-time bargaining unit employee is prorated based on his/her tour of duty.
 - iii. A bargaining unit employee may repay advanced sick leave by one of the following:
 - a) A charge against annual leave, provided this action is not for the purpose of avoiding a forfeiture of annual leave at the end of the annual leave year;
 - b) Substituting donated leave, received under the Voluntary Leave Transfer Program, for the advance sick leave;
 - c) Accrual of sick leave; or
 - d) A monetary settlement upon separation from Federal service.
- h. **Substitution of Sick Leave for Annual Leave**
 - i. If a bargaining unit employee or family member becomes ill within a period of annual leave, the bargaining unit employee may be granted sick leave for the period of illness.
 - ii. When substituting sick leave for annual leave, a bargaining unit employee must request the substitution to sick leave as soon as possible, generally within one pay period, and must provide administratively acceptable documentation to substantiate the illness in accordance with C.2.e.ii(a-c).

3. FAMILY AND MEDICAL LEAVE ACT (FMLA):

- a. **General Information:** The Parties understand that TSA applies Title II of the Family and Medical Leave Act (FMLA) for bargaining unit employees.
- b. **Leave Entitlement**
 - i. Twelve (12) week entitlement during a 12-month period for basic FMLA leave is available for one or more of the following reasons:
 - a) The birth of a son or daughter of the bargaining unit employee and the care of that child;

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- b) The placement of a child with the bargaining unit employee for adoption or foster care;
 - c) The care of a spouse, son, daughter, or parent of the bargaining unit employee who has a serious health condition; or
 - d) A serious health condition of the bargaining unit employee that makes the bargaining unit employee unable to perform any one or more of the essential functions of the bargaining unit employee's position.
- ii. Twelve (12) week entitlement for a qualifying exigency arising out of the fact that the bargaining unit employee's spouse, son, daughter, or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.
 - iii. Twenty-six (26) week entitlement during a 12-month period for FMLA leave to care for a covered service member with a serious injury or illness, if the bargaining unit employee is the spouse, son, daughter, parent, or next of kin of a covered service member.
- c. Bargaining Unit Employee Eligibility
 - i. Under the provisions of Title II FMLA, bargaining unit employees are eligible for up to 12 or 26 administrative weeks of leave without pay (LWOP) in a 12-month period for certain family and medical needs.
 - ii. To be eligible for leave under Title II FMLA, a bargaining unit employee must earn sick and annual leave and must have worked for the TSA or the Federal government in a civilian capacity for at least 12 months. It is not necessary for the 12 months to be recent or consecutive, nor is there a requirement to work a specific number of hours to attain eligibility.
 - d. TSA Notification Requirements
 - i. TSA shall inform bargaining unit employees of their entitlement to LWOP under FMLA. At a minimum, organizations should post the FMLA fact sheet in areas accessible to bargaining unit employees. In addition, when bargaining unit employees contact a supervisor or other management official concerning entitlements to leave under FMLA, a memorandum or other written methods should be used to inform bargaining unit employees of their entitlement.
 - ii. Management or designee should also post the Department of Labor (DOL) publication, WHD Publication 1420, "*Employee Rights and Responsibilities Under the Family and Medical Leave Act.*" This publication is available on the DOL web site.
 - iii. When a bargaining unit employee is going to be absent for an extended period of time, management has an obligation to inform the bargaining unit employee of his/her eligibility for LWOP under FMLA.
 - iv. During new bargaining unit employee orientation, bargaining unit employees shall be advised of FMLA and related provisions.
 - e. Bargaining Unit Employee Responsibilities Under FMLA

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- i. Bargaining unit employees must invoke their entitlement to leave under FMLA. A bargaining unit employee may not be placed on LWOP under FMLA without the verbal, written, or explicitly implied consent of the bargaining unit employee.
 - ii. Bargaining unit employees must give at least 30 calendar days' notice if the need for leave is foreseeable. If the bargaining unit employee fails to give 30 calendar days' notice with no reasonable excuse or explanation, management may delay the approval of family and medical leave under FMLA until 30 calendar days after the date notice was provided. If the need for leave is unforeseeable and the bargaining unit employee is unable to provide advance notice due to circumstances out of his/her control, the leave will not be delayed or denied.
 - iii. Bargaining unit employees must provide written medical documentation of the serious health condition that is the basis for the FMLA request.
 - iv. Bargaining unit employees may not invoke their entitlement to FMLA retroactively. However, if a bargaining unit employee or his/her personal representative are physically or mentally incapable of invoking the bargaining unit employee's entitlement to FMLA during the entire period in which the bargaining unit employee is absent from work for an FMLA-qualifying purpose, the bargaining unit employee may retroactively invoke his/her entitlement to FMLA within two workdays after returning to work.
 - v. Bargaining unit employees requesting FMLA leave are responsible for following established leave requesting procedures, including procedures for requesting unscheduled leave.
 - vi. Subject to the patient's medical needs as determined by the attending health care provider, bargaining unit employees must make a reasonable effort to schedule foreseeable planned medical treatment so as not to unduly disrupt the operations of the airport.
 - vii. While in a LWOP status under FMLA, bargaining unit employees may elect to maintain their Federal Employee Health Benefits (FEHB) coverage by making direct payments to TSA for their portion of the FEHB or incurring a debt that will be liquidated by automatic payroll deductions upon return to duty.
 - viii. Bargaining unit employees on LWOP over 30 calendar days should complete the appropriate documentation to ensure benefits are maintained.
 - ix. Bargaining unit employees are responsible for notifying management of their intent to substitute applicable paid leave for LWOP under FMLA. Bargaining unit employees may not retroactively substitute paid leave for LWOP used under FMLA. An exception may be made for bargaining unit employees awaiting donations via the Voluntary Leave Transfer Program (VLTP).
- f. Serious Health Condition: A serious health condition means an illness, injury, impairment, or physical or mental condition which requires either:
- i. Inpatient care in a hospital, hospice, or residential medical care facility, including the period of incapacity or subsequent treatment in connection with the inpatient care; or

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- ii. Continuing treatment by a health care provider that includes, but is not limited to, examinations to determine if there is a serious health condition and evaluations of such conditions if the examinations or evaluations determine that a serious health condition exists.
- iii. Continuing treatment by a health care provider may include one or more of the following:
 - a) A period of incapacity of more than three (3) consecutive calendar days including any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i) Treatment two (2) or more times by a health care provider, by a health care provider under direct supervision of the affected individual's health care provider, or by a provider of health care services under the orders of, or on referral by a health care provider; or
 - ii) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
 - b) Any period of incapacity due to pregnancy, or for prenatal care, even if the affected individual does not receive active treatment from a health care provider during the period of incapacity or the period of incapacity does not last more than three (3) consecutive calendar days.
 - c) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition that:
 - i) Requires periodic visits for treatment by a health care provider or by a health care provider under the direct supervision of the affected individual's health care provider.
 - ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii) May cause episodic rather than a continuing period of incapacity. The condition is covered even if the affected individual does not receive active treatment from a health care provider during the period of incapacity or the period of incapacity does not last more than three (3) consecutive days.
 - d) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The affected individual must be under the continuing supervision of, but need not be receiving active treatment by a healthcare provider.
 - e) Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

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- g. Safeguarding Medical Documentation:
 - i. Access to the medical documentation will be restricted to management officials on a bona fide "need to know" basis.
- h. Approving a Request for Leave Under FMLA
 - i. When a bargaining unit employee requests leave under FMLA, management must determine whether the bargaining unit employee is eligible. If the request is to care for a family member, the bargaining unit employee and the family member must be eligible.
 - ii. Management cannot require a bargaining unit employee to use all available appropriate paid leave before approving a request for LWOP under FMLA.
 - iii. When limited or no medical documentation is provided, management must provisionally approve the request for leave under FMLA and request medical documentation concerning the serious health condition that will allow management to make an informed decision on the request. The provisional approval and request for medical documentation should be written.
 - iv. A bargaining unit employee must provide the written medical certification as described in TSA MD/Handbook No. 1100.63-1, *Absence and Leave*, signed by the health care provider, no later than fifteen (15) calendar days after the date TSA requests such medical certification. If it is not practicable under the particular circumstance to provide the requested medical certification no later than fifteen (15) calendar days after the date requested despite the bargaining unit employee's diligent and good faith efforts, the bargaining unit employee must provide the medical certification within a reasonable period of time under the circumstances involved, but no later than thirty (30) calendar days after the date that TSA requests such medical certification. If the bargaining unit employee is unable to provide the medical certification, the FMLA request may be disapproved.
 - v. The appropriate management official shall provide bargaining unit employees with written notification of FMLA leave request approvals and denials. Any denial should include the reason for denying the request.

4. COMPENSATORY TIME

- a. TSA has three types of compensatory time off that may be earned and used by bargaining unit employees: compensatory time off in lieu of overtime pay; compensatory time off for travel; and compensatory time off for religious observances.
- b. Bargaining unit employees may use compensatory time for vacations, rest and relaxation, family needs, personal business, and for situations generally covered by sick leave.
- c. For religious observances, when deciding whether a bargaining unit employee's request for an adjusted work schedule should be approved, management should not make any judgment about the bargaining unit employee's religious beliefs or his or her affiliation with a religious organization.

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- d. Accrued compensatory time in lieu of overtime must be used within one year (26 pay periods) of the date earned/accrued. At the end of the 26 pay period time limit or when the bargaining unit employee separates from TSA, all unused compensatory time will be processed in accordance with TSA policy.

5. COURT LEAVE

- a. A bargaining unit employee will be authorized absence from duty without loss of pay or charge to leave for services as a juror or for service in a non-official capacity as a witness when summoned, and one of the parties is a Federal, State, or local government.
- b. Even though no compensation is received for serving as a juror or witness in a Federal court, bargaining unit employees may keep expense money received for mileage, parking, or required overnight stay. Money received for serving as a juror or witness in state or local courts is indicated on the pay voucher or check as either “fees for services rendered” or “expense money.” “Expense money” may be retained by the bargaining unit employee; “fees for services rendered” must be submitted to the appropriate financial office.

6. EXCUSED ABSENCE

- a. Management may grant an eligible bargaining unit employee an excused absence from duty without loss of pay and without charge to a bargaining unit employee’s personal leave accounts as set forth in TSA policy.
- b. Excused absence may be granted to attend TSA job interviews.
- c. Excused absence should also be authorized for the following:
 - i. Registration and Voting
 - ii. Military, Law Enforcement, and Officer Funerals
 - a) Bargaining unit employees who are veterans will be excused from duty without loss of pay or a charge to annual leave for the time necessary, not to exceed four (4) hours in any one day, to participate as active pallbearers or honor guards in funeral ceremonies for members of the Armed Forces whose remains are returned from abroad for final interment in the United States.
 - b) Bargaining unit employees may be granted excused absence to attend the funeral of a fellow active or retired TSA officer based on operational needs.
 - iii. Funeral Leave (Member of the Armed Forces)
 - iv. Professional Organizations Conferences and Conventions
 - a) TSA should grant bargaining unit employees excused absence to attend conventions, conferences, and meetings of professional organizations when it is determined it will be of benefit to the bargaining unit employee and TSA. **(Union counter 10/8/19)**

TSA may grant bargaining unit employees excused absence to attend conventions, conferences, and meetings of professional organizations when it

is determined it will be of benefit to the bargaining unit employee and TSA.
(TSA proposal 10/2/19; TSA maintains proposal 10/9/19)

- b) Although the bargaining unit employee is granted excused absence, TSA is not obligated to pay (or reimburse the bargaining unit employee) for any cost (e.g., conference fees, travel expenses) related to the conference or convention.
- v. Leave for Bone Marrow and Organ Donations
- vi. Blood Donations
- vii. Officially Sponsored Physical Fitness Programs, Fitness Centers, and Health Units
- viii. Disruptions to Operations
 - a) Federal Security Directors (FSDs) or designees are delegated authority to excuse bargaining unit employees from duty for a limited period of time when brief disruptions to the operations occur such as cancellation of flights due to adverse weather conditions or mechanical issues.
 - b) Excused absences may be granted for disruptions to operations resulting from emergencies.
- ix. Absences Due to Traffic Citations — A bargaining unit employee who has been issued a citation for a traffic violation while on Government business or Government property and who is found by authorities to be not guilty or the charges are dismissed will be given excused absence to cover the time for appearing in court. This time will include reasonable travel time to court. The bargaining unit employee must present documentation of the court's findings to management to be granted excused leave.

7. ADMINISTRATIVE LEAVE

- a. General Information:
 - i. Administrative leave is the placement of a bargaining unit employee in a paid non-duty status when the bargaining unit employee's continued presence in the workplace may pose a threat to the bargaining unit employee or others, result in loss of or damage to Government property, or otherwise jeopardize legitimate Government interests.
 - ii. Decisions to place a bargaining unit employee on administrative leave for any length of time pending the outcome of a proposed removal, proposed indefinite suspension, official investigation, or management inquiry must be supported by appropriate documentation.
 - iii. While on a period of administrative leave, the bargaining unit employee's work schedule should be adjusted to a conventional schedule occurring Monday through Friday, 8:00 am to 4:30 pm.
 - iv. During a period of administrative leave, the bargaining unit employee is responsible for requesting appropriate personal leave when absent due to personal reasons (e.g., annual leave when on vacation or attending to personal business and sick leave when ill or for medical appointments/treatments).

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- v. While on a period of administrative leave, bargaining unit employees retain the responsibility to schedule and use restored leave, projected "use or lose" leave, and compensatory time off to avoid forfeiture.

8. LEAVE WITHOUT PAY (LWOP)

a. General Information

- i. LWOP is a temporary approved absence from duty in a non-pay status that may be granted at the bargaining unit employee's request. LWOP is charged in fifteen (15) - minute increments. In general, a bargaining unit employee may not be placed on LWOP unless it is at the bargaining unit employee's request.
- ii. As with any form of leave, periods of LWOP are requested using [OPM Form 71, Request for Leave or Approved Absence](#), or TSA approved electronic version and must be recorded in the bargaining unit employee's time and attendance records.
- iii. Generally, up to six (6) months of LWOP in a calendar year is creditable service for determining leave accrual rates, service computation dates, and other benefits, i.e. Federal Employee Health Benefits coverage, Federal Employee Group Life Insurance coverage, and retirement.

b. Use of LWOP

- i. LWOP may be approved for personal reasons when a bargaining unit employee has limited or no available paid leave. Generally, LWOP will not be approved for bargaining unit employees with more than eighty (80) hours of annual leave available.
- ii. LWOP may be approved for educational purposes when the course of study or research supports the interest of TSA.
- iii. LWOP will be approved for bargaining unit employees awaiting approval of a disability retirement claim.
- iv. A bargaining unit employee receiving compensation from the Office of Workers' Compensation Programs (OWCP) will be approved for LWOP, including periods that exceed six (6) months. All LWOP incurred by a bargaining unit employee while receiving compensation from OWCP is creditable service.
- v. Bargaining unit employees who are absent for military service will be granted LWOP for all periods of absence for military service regardless of their available annual leave balance, including periods that exceed six (6) months. All active duty military service time is creditable service for leave accrual purposes, service computation, benefits, and other job entitlements. For periods of military service over thirty (30) days, bargaining unit employees should complete [TSA Form 1169, Employees Entering Extended Military Active Duty Checklist](#). Completion of this checklist allows bargaining unit employees to specify their intent regarding leave, health and life insurance, retirement, and the Thrift Savings Plan.
- vi. Disabled veteran bargaining unit employees must be granted paid leave or LWOP to participate in required medical treatment related to the disability under Executive

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Order 5396, dated July 17, 1930. The leave must be requested in advance and be supported by documentation from a medical authority that the treatment is required.

- vii. Eligible bargaining unit employees are entitled to up to a maximum of twelve (12) or twenty-six (26) administrative workweeks of LWOP in a twelve- (12) month period under the Family and Medical Leave Act (FMLA) for certain personal and family emergencies.
- viii. Designated management officials may grant a reasonable period of LWOP (generally not to exceed five (5) days) for career transition related activities for bargaining unit employees who have received an involuntary workforce reduction separation notice. The amount of LWOP granted will be determined on a case-by-case basis taking into account workload and need to accomplish the mission.

D. ABSENCE WITHOUT LEAVE (AWOL):

1. General Information

- a. A bargaining unit employee's time may be charged as absence without leave (AWOL) when a bargaining unit employee fails to report for duty without approval, has an unauthorized absence from the workplace during the workday, or does not give proper notification for an absence.
- b. Bargaining unit employees will be informed in writing or by email of any charge(s) of AWOL prior to the completion of payroll for the pay period within which the AWOL occurred.
- c. If a bargaining unit employee provides administratively acceptable documentation to substantiate an absence previously documented as AWOL, the charge to AWOL on the time and attendance report normally will be changed to the appropriate leave category.

2. Tardiness

- a. A bargaining unit employee is tardy for his/her assigned shift when the bargaining unit employee is not at the designated time clock station or other location designated by management at the start of his/her shift.
- b. If the conditions or frequency of the tardiness do not warrant approval of leave, the tardiness may be charged to absence without leave (AWOL) if the tardiness is fifteen (15) minutes or greater. Management may only charge AWOL in increments of fifteen (15) minutes. When determining whether to approve leave, not charge leave, or charge AWOL, management will consider the amount of time the bargaining unit employee is tardy, mitigating circumstances, the frequency or pattern of such occurrences, and/or the bargaining unit employee's explanation for his/her tardiness.
- c. Management may excuse occasional or unavoidable periods of tardiness, not in excess of thirty (30) minutes.
- d. Breakdowns and delays involving the shuttle bus or other transportation within or en route to the airport may be considered as a mitigating factor in the event such disruptions cause or contribute to a bargaining unit employee reporting late for duty.

E. VOLUNTARY LEAVE TRANSFER PROGRAM (VLTP)

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1. The VLTP allows bargaining unit employees to donate leave in one-hour increments to approved leave recipients who are absent or will be absent from duty for at least twenty-four (24) work hours without pay because of a medical emergency or natural disaster that results in a personal loss. Part-time bargaining unit employees must be absent from duty without pay for at least thirty (30) percent of the average number of hours in their biweekly tour of duty. General information about the program should be provided to bargaining unit employees during the new bargaining unit employee orientation and specific information will be timely provided when requested.
2. Donated leave, including annual leave, sick leave, and compensatory time, may be substituted retroactively for periods of leave without pay (LWOP) or used to liquidate indebtedness for advance annual leave or sick leave incurred as a result of the approved medical emergency. The bargaining unit employee must make a written request to substitute donated leave for periods of LWOP or to use donated leave to liquidate indebtedness for advance leave.
3. The HR specialist/liaison will submit written notification to the VLTP HR Services provider when donated leave is used for past periods of LWOP or to liquidate advance leave indebtedness.
4. The maximum amount of annual leave to be donated is no more than one-half of the annual leave earned during the current leave year. However, bargaining unit employees who have use or lose leave may donate up to 100% of use or lose leave.

F. BREAKS:

1. A minimum thirty (30) -minute unpaid meal breaks shall be scheduled for any bargaining unit employee who works a daily tour of duty of at least eight (8) hours. Bargaining unit employees may not skip a meal break in order to reduce the work schedule or to extend the workday to receive additional compensation. In addition, bargaining unit employees are not authorized to take meal breaks at the start or end of a shift.
2. A meal break may be granted at the bargaining unit employee's request if the bargaining unit employee is scheduled to work five (5) or more hours, but less than eight (8) hours.
3. A meal break is usually not provided if a bargaining unit employee is scheduled to work fewer than five (5) hours a day or if a bargaining unit employee works a split shift as the break between shifts can be used for such purposes. However, at the request of the bargaining unit employee, management has the discretion to grant a meal break.
4. The length of the meal break extends a bargaining unit employee's workday by an equivalent amount of time.
5. Extended meal breaks, but no more than one hundred and twenty (120) minutes, may be authorized only for bargaining unit employees working a flexible work schedule (FWS), and only when the extended workday (i.e., the total number of hours, scheduled tour, and meal break) can be accommodated effectively within organizational needs.
6. Bargaining unit employees will have one 15-minute paid rest break for every four (4) hours of scheduled duty. Management may approve additional fifteen (15) – minute paid rest breaks, and bargaining unit employees scheduled to work more than ten (10) hours should be given a third fifteen (15) minute break. The Federal Security Director or Deputy Federal

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Security Director has the discretion to reduce, postpone or in rare instances eliminate rest breaks.

7. For full-time bargaining unit employees, the meal break the bargaining unit employee receives as part of the schedule he/she bid for will not be extended by management without the bargaining unit employee's consent.
8. Rest breaks will not be given in the first hour or last hour of an employee's shift, and meal breaks will not be given during the first three (3) hours or last three (3) hours of the employee's shift. Notwithstanding the previous sentence, rest breaks and meal breaks may be given during the timeframes described if the Federal Security Director or Deputy Federal Security Director makes the determination, on a case-by-case basis, that doing otherwise would interfere with legitimate operational needs. **(Union 10/8/19)**

~~Rest breaks will not be given in the first hour or last hour of an employee's shift, and meal breaks will not be given during the first three (3) hours or last three (3) hours of the employee's shift. Notwithstanding the previous sentence, rest breaks and meal breaks may be given during the timeframes described if the Federal Security Director or Deputy Federal Security Director makes the determination, on a case-by-case basis, that doing otherwise would interfere with legitimate operational needs. (TSA counter 10/9/19; proposal is non-negotiable under Determination, Section III.B.8.d)~~

G. **HOLIDAYS:** The TSA benefits package includes ten (10) Federal holidays (New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday/President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day) each calendar year. Bargaining unit employees and management should refer to TSA MD/Handbook No. 1100.63-1, *Absence and Leave*, for information regarding holidays and holiday pay.

H. TIME CLOCK STATIONS:

1. The time clock is the designated clock station that the bargaining unit employee must use to clock in and out at the start and end of his/her shifts.
2. Management will install a sufficient number of time clocks located in close proximity to where bargaining unit employees must report for pre-shift briefing. A bargaining unit employee will be afforded sufficient time to arrive at the time clock coinciding with the end of his/her shift.
3. Management will inform bargaining unit employees which time clock station they must use to clock in and clock out ("designated time clock station").
4. Bargaining unit employees may clock in and/or clock out at time clock stations other than their designated time clock stations with prior authorization from management. In the event that the designated time clock station is inoperable or unavailable, and the bargaining unit employee is present at the designated time clock station or other designated station at the start of their shift, they will not be considered tardy.
5. Bargaining unit employees may not engage in any work before or after their scheduled shifts without prior management approval. Management may not allow bargaining unit employees to work before or after their scheduled shifts without granting approval for the

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additional work time. Bargaining unit employees must be paid for pre- or post-operational activities.

6. Except as set forth in Section H.1, bargaining unit employees will not be required to clock in and/or clock out for official time or lunch.

ARTICLE 4: SHIFT AND ANNUAL LEAVE BID PROCESS

A. **PURPOSE:** In the interest of providing opportunities for bargaining unit employees to bid shifts and schedule annual leave and to ensure efficient operational coverage to meet mission requirements, this Article contains the provisions of the shift and annual leave bid process.

B. **DEFINITIONS:**

1. Annual Leave Bid Line: A seven (7) calendar day period of time starting with Sunday and ending on the following Saturday.
2. Service Computation Date (SCD): The date, either actual or constructed by crediting service, used to determine annual leave, that is based on how long the bargaining unit employee has been in the Federal service. For a bargaining unit employee with no prior creditable civilian or military service, the SCD is the effective date of the bargaining unit employee's first Federal civilian appointment.
3. Shift Bid Line: Designation of the shift, as determined solely by management, which may include certification requirements, type of bargaining unit employee (full-time/part-time), location, start time, end time, regular days off (RDOs), and gender.
4. TSA Entry on Duty (TSA EOD): The date a bargaining unit employee began employment with TSA as reflected by the effective date on the bargaining unit employee's Notification of Personnel Action, Standard Form 50 (SF-50).
5. Day at a Time Leave Slot: A one (1) calendar day period of time that is selected during the annual leave bid.
6. First-Come-First-Served Leave Slot: A one (1) calendar day period of time that is selected after the annual leave bid concludes.

C. **RESPONSIBILITIES:**

1. Management is responsible for providing bargaining unit employees with information about the shift and annual leave bid process at their respective airports or TSA facilities. Management will provide information about the shift and annual leave bid process to bargaining unit employees during the new hire orientation and when transferring into their airports.
2. Management is responsible for developing, maintaining, and monitoring the shift and annual leave bid process.
 - a. At CAT X, CAT I, CAT II (Hub) and CAT III (Hub) airports, management will organize a scheduling committee made up of management representatives and bargaining unit employees jointly selected by the AFGE local president or designee and TSA management to review bid proposals in advance of posting the final version of the shift and annual leave bid. Management will consider the committee's recommendations.
 - b. At CAT II (non-hub), CAT III (non-hub) and CAT IV airports, management may organize a scheduling committee made up of management representatives and bargaining unit employees jointly selected by the AFGE local president or designee

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and TSA management to review bid proposals in advance of posting the final version of the shift and annual leave bid. Management will consider the committee's recommendations.

- c. At CAT X, CAT I, CAT II (Hub) and CAT III (Hub) airports, one (1) local AFGE representative at a time as designated by the AFGE local president or designee will be present and assist with the annual shift and annual leave bid.
3. Bargaining unit employees are responsible for knowing and adhering to the shift and annual leave bid process in place at their respective airports or TSA facilities. If a bargaining unit employee transfers to another airport or TSA facility, it is the bargaining unit employee's responsibility to become familiar with and adhere to the shift and annual leave bid process in place at the new airport or TSA facility.

D. SHIFT BID PROCESS:

1. At a minimum, management will conduct one (1) airport-wide shift bid for all bargaining unit employees on an annual basis.
2. At airports where management conducts only one (1) airport-wide shift bid in a year, management must follow the process in Section D.4 when filling vacant shift bid lines.
3. At airports where management conducts more than one (1) airport-wide shift bid in a year, management is not required to follow the process in Section D.4 when filling vacant shift bid lines.
4. When filling a vacant shift bid line outside of the airport-wide shift bid process, management will post that vacant shift bid line within fourteen (14) calendar days after determining to fill the vacant shift bid line. All bargaining unit employees will be given the opportunity to bid on that shift bid line. Selection of eligible bargaining unit employees will be made in accordance with Section D.15.g. The shift bid line vacated by the selected bargaining unit employee may also be filled in this manner. Any subsequent vacated shift bid lines will be filled at the discretion of management.
5. Management retains the discretion to conduct shift bids more frequently based on operational needs. When management determines that operational needs require an additional bid (e.g., due to a change in airline schedule), the additional bids may be restricted to specific terminals. Management will conduct an additional bid when there is an operational need to adjust the start and end times of awarded shift bid hours by sixty (60) minutes or more. For shift adjustments between thirty (30) and fifty-nine (59) minutes, bargaining unit employees will receive notice one pay period in advance.
6. Management at each airport will conduct a separate shift bid for each workgroup, e.g., Transportation Security Officers (TSOs), Lead Transportation Security Officers (LTSOs), Equipment Maintenance Technicians (EMTs), Expert Transportation Security Officers (ETSOs) and Security Training Instructors (STIs).
7. Trial period bargaining unit employees may be restricted from choosing a shift for ninety (90) days from their date of hire. Exceptions to this ninety (90) day restriction will be approved locally by the Federal Security Director (FSD) or designee.
8. Based on operational need, management may require bargaining unit employees to bid based on gender or training requirements.

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9. Shift Bid Lines: In airports with more than one terminal, bargaining unit employees will have the opportunity to bid in seniority order for their home terminals. Where a variable start/end time is required, it will be noted on the bid line. If the RDOs are variable, the method of rotation will be noted on the bid line. **(Union 10/21/19)**

~~Shift Bid Lines: In airports with more than one terminal, bargaining unit employees will have the opportunity to bid in seniority order for their home terminals. Where a variable start/end time is required, it will be noted on the bid line. If the RDOs are variable, the method of rotation will be noted on the bid line. **(TSA counter 10/22/19; non-negotiable per III.B.8.c and III.B.8.d)**~~

10. Assignment to a particular location does not restrict management from moving a bargaining unit employee to another location based on operational needs. Bargaining unit employees may be moved to different terminals, checkpoints, baggage locations, or other work areas based on daily operational needs. In such circumstances, Management will request volunteers at the checkpoint from which BUEs will be moved. Employees who volunteer to be moved to another location different from the location to which they bid must be qualified for the positions to which they will be moved (by job classification, certifications, gender and any other relevant qualification). **(Union 10/21/19)**

~~Assignment to a particular location does not restrict management from moving a bargaining unit employee to another location based on operational needs. Bargaining unit employees may be moved to different terminals, checkpoints, baggage locations, or other work areas based on daily operational needs. In such circumstances, Management will request volunteers at the checkpoint from which BUEs will be moved. Employees who volunteer to be moved to another location different from the location to which they bid must be qualified for the positions to which they will be moved (by job classification, certifications, gender and any other relevant qualification). **(TSA counter 10/22/19; non-negotiable per III.B.8.c and III.B.8.d)**~~

11. An airport-wide shift bid will be applied to all work locations at an airport.
12. A shift bid notification for an airport-wide shift bid will be posted electronically and on official bulletin boards for a minimum of fourteen (14) calendar days in advance of an airport-wide shift bid. This notification will include the dates when an airport-wide shift bid will be conducted and the date of implementation.
13. Management will post airport-wide shift bid lines and the seniority list a minimum of fourteen (14) calendar days prior to the first day of an airport-wide shift bid. If management makes any changes to the airport-wide shift bid lines, the airport-wide shift bid lines will be re-posted for a minimum of seven (7) calendar days. Management at each airport will designate a location for posting and will make reasonable efforts to distribute the document electronically. Complete listings of bargaining unit employees and shift bids are Sensitive Security Information (SSI) and will be restricted appropriately.
14. During a shift bid, management will update and post all awarded and open bid lines on a daily basis, at the close of the bidding day, absent extenuating circumstances, and post the bid results at the end of the completed shift bid. Complete listings of bargaining unit employees and shift bids are Sensitive Security Information (SSI) and will be restricted appropriately.

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15. Bidding and Awarding Bids:

- a. Management will develop options for conducting an airport-wide shift bid such as walk-up appointments, electronic bids, phone in bids, electronic bid submissions, and proxy bidding. Management will notify and consult upon request with the designated union representative for their airport on the method(s) being used to conduct the bid prior to posting an airport-wide shift bid notification described in Section D.12.
- b. Where an airport does not provide an alternative to in-person bidding (e.g. an electronic process, telephonic selection, or proxy) and the bargaining unit employee's only option is to bid in person at a time outside his/her duty hours, the Parties understand the bargaining unit employee will receive compensation for call back work for returning to bid in person.
- c. Bargaining unit employees will use the AFGE and TSA established national protocol for conducting a shift bid by proxy by using TSA Form 1167 or electronic version.
- d. Bargaining unit employees who fail to bid will have their seniority protected by being assigned an available shift closest to the shift he/she held in the prior bid. In such cases, shifts will be assigned in the following order of priority: (1) AM or PM shift; (2) RDOs; (3) Screening Location; (4) Start time.
- e. On an annual basis, management will provide bargaining unit employees with the opportunity to express their interest in obtaining additional equipment certification within their basic certification.

- i. If the number of bargaining unit employees who express interest is ten (10) percent or less of the total number of bargaining unit employees at the airport, management will offer training to all of the bargaining unit employees who expressed interest. **(Union 12/7/19)**

~~If the number of bargaining unit employees who express interest is ten (10) percent or less of the total number of bargaining unit employees at the airport, management will offer training to all of the bargaining unit employees who expressed interest. (TSA counter 12/7/19; non-negotiable under Determination, Section III.B.7, training is not listed as a negotiable topic)~~

- ii. If the number of bargaining unit employees who express interest is greater than ten (10) percent of the total number of bargaining unit employees at the airport, management will offer training to the bargaining unit employees who expressed interest by seniority, up to a total of ten (10) percent of the total number of bargaining unit employees at the airport. **(Union 12/7/19)**

~~If the number of bargaining unit employees who express interest is greater than ten (10) percent of the total number of bargaining unit employees at the airport, management will offer training to the bargaining unit employees who expressed interest by seniority, up to a total of ten (10) percent of the total number of bargaining unit employees at the airport. (TSA counter 12/7/19; non-negotiable under Determination, Section III.B.7, training is not listed as a negotiable topic)~~

iii. Nothing in this Article prevents management from offering greater than ten (10) percent of the total number of bargaining unit employees at the airport this training. **(Union 12/7/19)**

~~Nothing in this Article prevents management from offering greater than ten (10) percent of the total number of bargaining unit employees at the airport this training. (TSA counter 12/7/19; non-negotiable under Determination, Section III.B.7, training is not listed as a negotiable topic)~~

f. Bargaining unit employees must select a shift bid line that meets their current certifications (including equipment). However, as determined by management, bargaining unit employees may be allowed (by seniority), or required, to select shift bid lines outside of their current certifications or current equipment training. To the extent it does not interfere with TSA's ability to have covered employees with the required certifications, skills, and training in the necessary locations at the necessary times, management is encouraged to exercise the flexibility to allow BUEs to select shift bid lines outside of their current certification (including equipment).

i. Moreover, at CAT X and CAT I airports, bargaining unit employees can select shift bid lines outside of their current certifications as follows: **(Union 12/7/19)**

~~Moreover, at CAT X and CAT I airports, bargaining unit employees can select shift bid lines outside of their current certifications as follows: (TSA counter 12/7/19; non-negotiable per III.b.8.c. and III.b.8.d)~~

a) During the airport-wide shift bid process, up to five (5) percent of an airport's bargaining unit employees annually may select shift bid lines outside of their current certifications. **(Union 12/7/19)**

~~During the airport wide shift bid process, up to five (5) percent of an airport's bargaining unit employees annually may select shift bid lines outside of their current certifications. (TSA counter 12/7/19; non-negotiable per III.b.8.c. and III.b.8.d)~~

b) This percentage in Section D.15.f.i.a is inclusive of bargaining unit employees selecting shift bid lines based on seniority, and bargaining unit employees who are displaced to certifications they do not currently hold. All other bargaining unit employees at CAT X and CAT I airports are required to select shift bid lines that meet their current certifications (including equipment) if available. **(Union 12/7/19)**

~~This percentage in Section D.15.f.i.a is inclusive of bargaining unit employees selecting shift bid lines based on seniority, and bargaining unit employees who are displaced to certifications they do not currently hold. All other bargaining unit employees at CAT X and CAT I airports are required to select shift bid lines that meet their current certifications (including equipment) if available. (TSA counter 12/7/19; non-negotiable per III.b.8.c. and III.b.8.d)~~

c) Nothing in this Article prevents management from annually offering greater than the five (5) percent of the total number of bargaining unit employees at the airport the opportunity to select shift bid lines outside of their current certifications. **(Union 12/7/19)**

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~~Nothing in this Article prevents management from annually offering greater than the five (5) percent of the total number of bargaining unit employees at the airport the opportunity to select shift bid lines outside of their current certifications. (TSA counter 12/7/19; non-negotiable per III.b.8.c. and III.b.8.d)~~

- g. Shift preferences will be awarded by Entry on Duty (EOD). If bargaining unit employees have identical EODs, the following tiebreakers will be used:
 - i. The bargaining unit employee's Service Computation Date (SCD) as reflected on his/her SF-50 will be used as the first tiebreaker.
 - ii. Any ties remaining after the application of the above process will be resolved by a randomizer, such as www.random.org.
16. Personal Needs: FSDs have the discretion to allow bargaining unit employees to work specific shifts based on documented personal needs. Regardless of the nature of the personal need, there is no entitlement to a specific shift. Management will notify the designated AFGE local President or designee when such exceptions are made, while protecting the bargaining unit employees' personal information.
17. Effective Date of Bid
- a. For Category X and I airports, the effective date of an airport-wide shift bid implementation will be no less than twenty-eight (28) calendar days from the date that the final shift bid results are posted.

For Category II, III and IV airports, the effective date of an airport-wide shift bid implementation will be no less than twenty-one (21) calendar days from the date that the final shift bid results are posted.
 - b. Upon request of the Union, the AFGE local president or designee and management's designated representative(s) will consult at the local level on the implementation date and holding additional airport-wide shift bids.
 - c. BARGAINING UNIT DATA: Upon completion of an airport-wide shift bid, management will provide to the AFGE Local Union President or designee a copy of the airport-wide shift bid results and the corresponding seniority list.

E. ANNUAL LEAVE BID PROCESS:

1. Management at each airport will conduct an annual leave bid once per year ("the annual leave bid"). The annual leave bid will be offered prior to the beginning of the leave year. At the conclusion of the annual leave bid, annual leave requests will be reviewed and approved on a first come basis.
2. TSA is responsible for the calculation of the one hundred (100) percent allocation of anticipated annual leave accrual at each airport. Should TSA revise its formula for the calculation, management at TSA Headquarters will provide a copy of the process to the President of AFGE Council 100. TSA management at the airport will provide a copy of the process to the AFGE Local President or designee.
3. Management will announce the dates the annual leave bid will be conducted at least thirty (30) days in advance. Management will post the annual leave bid (i.e., the annual leave bid

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lines and the day at a time leave slots) and the seniority list for bargaining unit employees to review a minimum of ten (10) calendar days prior to the first day of the annual leave bid. Management at each airport will designate a location for posting and make reasonable efforts to distribute the document electronically. Complete listings of bargaining unit employees are Sensitive Security Information (SSI) and will be restricted appropriately.

4. A minimum of ten (10) calendar days prior to the first day of the annual leave bid, management will provide to the AFGE Local President or his/her designee its calculation of the one hundred (100) percent allocation of anticipated annual leave accrual for all bargaining unit employees at each airport. Management will use the formula in Section E.2 for the calculation.
5. Bidding and Awarding Bids
 - a. Management will develop options for conducting the annual leave bid such as walk-up appointments, electronic bids, phone in bids, electronic bid submissions, and proxy bidding. Management will notify and consult upon request with the AFGE local president or designee for their airport on the method(s) being used to conduct the annual leave bid prior to announcing the dates of the annual leave bid as described in Section E.3.
 - b. Where an airport does not provide an alternative to in-person bidding (e.g. an electronic process, telephonic selection, or proxy) and the bargaining unit employee's only option is to bid in person at a time outside his/her normal duty hours, the Parties understand the bargaining unit employee will receive compensation for call back work for returning to bid in person.
 - c. Bargaining unit employees will use the AFGE and TSA established national protocol for conducting annual leave bid by proxy by using [TSA Form 1167-1](#) or electronic version.
6. Management will either: (1) conduct an annual leave bid for all workgroups; or (2) conduct a separate annual leave bid for each workgroup (e.g., Transportation Security Officers (TSOs), Lead Transportation Security Officers (LTSOs), Expert Transportation Security Officers (ETSOs), Equipment Maintenance Technicians (EMTs), and Security Training Instructors (STIs)).
7. During the annual leave bid:
 - a. Bargaining unit employees will be able to select annual leave bid lines and day at a time leave slots as set forth in this Article.
 - b. All days within the leave year will be available for bidding. If an airport bids a workgroup separately, all days within the leave year will be available for bidding within each workgroup. Whether management conducts an annual leave bid for all workgroups or conducts a separate annual leave bid for each workgroup, management will determine the number of slots available to bid.
 - c. One hundred (100) percent of the anticipated annual leave accrual will be available for bargaining unit employees to bid during the annual leave bid as set forth in Section E.7.d and E.7.e below. Nothing in this section prevents management from making more than one hundred (100) percent of the anticipated annual leave accrual available.

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- d. At CAT X, I, and II airports:
 - i. Eighty (80) percent of the anticipated annual leave accrual will be available in annual leave bid lines. Annual leave bid lines may be limited as set forth in Section E.6 and will be awarded by seniority (as defined in Section E.10).
 - ii. Twenty (20) percent of the anticipated annual leave accrual will be available in day at a time leave slots. Day at a time leave slots may be limited as set forth in Section E.6 and will be awarded by seniority (as defined in Section E.10).
 - e. At CAT III and IV airports: The annual leave bid will be conducted in two stages.
 - i. Stage 1: One hundred (100) percent of the anticipated annual leave accrual will be available in annual leave bid lines. Annual leave bid lines may be limited as set forth in Section E.6 and will be awarded by seniority (as defined in Section E.10).
 - ii. Stage 2: All annual leave bid lines remaining at the end of Stage 1 will be converted to day at a time leave slots. Day at a time annual leave slots may be limited as set forth in Section E.6 and will be awarded by seniority (as defined in Section E.10).
8. Based on their annual leave accrual rates as of the first day of pay period 1 of the leave year, bargaining unit employees may select annual leave bid lines as follows:
- a. Bargaining unit employees who accrue eight (8) hours of annual leave per pay period will be able to bid up to four (4) annual leave bid lines during the annual leave bid.
 - b. Bargaining unit employees who accrue six (6) hours of annual leave per pay period will be able to bid up to three (3) annual leave bid lines during the annual leave bid.
 - c. Bargaining unit employees who accrue four (4) hours or less of annual leave per pay period will be able to bid up to two (2) annual leave bid lines during the annual leave bid.
9. Based on their annual leave accrual rates as of the first day of pay period 1 of the leave year, bargaining unit employees may select day at a time leave slots as follows:
- a. Bargaining unit employees who accrue eight (8) hours of annual leave per pay period will be able to bid up to six (6) day at a time leave slots during the annual leave bid.
 - b. Bargaining unit employees who accrue six (6) hours of annual leave per pay period will be able to bid up to five (5) day at a time leave slots during the annual leave bid.
 - c. Bargaining unit employees who accrue four (4) hours or less of annual leave per pay period will be able to bid up to three (3) day at a time leave slots during the annual leave bid.
10. During the annual leave bid, annual leave bid lines and day at a time leave slots will be approved in order of Entry on Duty (EOD). If bargaining unit employees have identical EODs, the following tiebreakers will be used:
- a. The Service Computation Date (SCD) will be used as the first tiebreaker
 - b. Any ties remaining after the application of the above will be resolved by a randomizer, such as www.random.org.

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11. During the annual leave bid, management will update and post all awarded and open annual leave bid lines and day at a time leave slots on a daily basis, at the close of the bidding day, absent extenuating circumstances, and post the bid results at the end of the completed annual leave bid. Complete listings of bargaining unit employees and annual leave bid results are Sensitive Security Information (SSI) and will be restricted appropriately.
12. First-Come-First-Served Annual Leave: After the annual leave bid concludes, any annual leave bid lines and day at a time leave slots not selected will be made available on a first-come-first-served basis as set forth below:
 - a. For annual leave bid lines and the day at a time leave slots not selected during the annual leave bid, management will 1) convert the annual leave bid lines and day at a time leave slots to first-come-first-served leave slots, and 2) redistribute the first-come-first-served leave slots on the annual leave calendar based on operational needs. The first-come-first-served leave slots may be limited by workgroup, shift, and/or location (e.g., terminal, checkpoint, baggage location).
 - b. After management completes Section E.12.a, the FSD or designee and the AFGE Local President or designee will meet, review, and discuss the annual leave calendar. The AFGE Local President or designee will be provided a copy of the annual leave calendar. If management makes any subsequent changes to the annual leave calendar, the FSD or designee will provide a copy of the updated annual leave calendar to the AFGE Local President or designee fourteen (14) calendar days prior to implementation. Upon request of the AFGE Local President or designee, the FSD or designee will meet, review, and discuss the updated annual leave calendar.
 - c. If a bargaining unit employee cancels approved annual leave fourteen (14) or more calendar days in advance, management will post first-come-first served leave slots for the same days on the annual leave calendar, and is encouraged to do so within ten (10) calendar days.
13. Management will establish the date when bargaining unit employees may start submitting annual leave requests on a first-come-first-served basis. The date will be no sooner than fourteen (14) calendar days after the completion of the annual leave bid. Management will send an email notification to the bargaining unit employees of the start date and process for submitting first-come-first-served leave.
14. Upon taking approved leave, bargaining unit employees may use accrued annual leave or accrued compensatory time, or a combination thereof, to cover the absence.

It is the bargaining unit employee's responsibility to bid and schedule use-or-lose leave to avoid forfeiture.

15. Annual Leave Calendar:

- a. The annual leave calendar will coincide with the Federal Government Executive Branch leave calendar established by the Office of Personnel Management.
- b. At all airports, management will maintain electronic annual leave calendars (i.e., calendars that show only annual leave) and at a minimum, make them available on the local airport's iShare. The local airport's iShare is accessible to all bargaining unit employees at that airport.

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- c. The annual leave calendar will show annual leave bid lines (selected during the annual leave bid), day at a time leave slots (selected during the annual leave bid), and annual leave awarded on a first-come-first-served basis. The annual leave calendar will not include unscheduled annual leave.
 - d. The annual leave calendar will show all available and unavailable dates, the number of available annual leave slots, and the name of the bargaining unit employee(s) using annual leave on each calendar day.
 - e. Management will update the annual leave calendar at least once per pay period.
16. Cancellation of scheduled annual leave: Bargaining unit employees are encouraged to cancel scheduled annual leave no later than fourteen (14) calendar days prior to the start of the scheduled leave or as soon as possible.

ARTICLE 5: SHIFT TRADE POLICY

A. **PURPOSE:** To apply a standardized shift trade and schedule trade policy and system across all facilities to assure fairness and flexibility for the workforce to balance work-life interests and maintain efficiency in carrying out the TSA's mission.

B. DEFINITIONS:

1. Certification Requirements: Specific requirements associated with a position, as determined by management, that a bargaining unit employee must possess in order to be assigned to the position. Certification requirements may include basic certifications (e.g., baggage, passenger, dual) and equipment-specific certifications.
2. Schedule Trade: A type of trade that results in the voluntary, documented exchange of work schedules by two bargaining unit employees who share certification requirements and share full-time or part-time status.
3. Shift Trade: The voluntary, documented exchange of scheduled work hours between no more than three (3) bargaining unit employees for a minimum of one (1) hour. This may include trades for a partial shift or a full shift.
4. One-Way Shift Trade: A type of shift trade that results in the voluntary reduction of hours (shift trade-off) that is not balanced by additional work hours (shift trade-worked). The result of a one-way shift trade is the net reduction of scheduled work hours for one (1) bargaining unit employee. One (1) bargaining unit employee forgoes working his/her regularly scheduled hours and one (1) or two (2) other bargaining unit employees work those hours in addition to their regularly scheduled hours.
5. Shift Trade-Worked: Additional hours voluntarily worked for another bargaining unit employee beyond the bargaining unit employee's regularly scheduled hours as a result of a shift trade. Bargaining unit employees may trade full or partial shifts.
6. Shift Trade-Off: A bargaining unit employee's regularly scheduled hours that the employee voluntarily gives to another bargaining unit employee to be worked as a result of a shift trade.
7. Regularly Scheduled Hours: The hours a bargaining unit employee is scheduled to work as a result of the shift bid or equivalent assignment.

C. RESPONSIBILITIES:

1. Management is responsible for ensuring the review and approval or denial of all trade requests in accordance with this Article.
2. Bargaining unit employees are responsible for arranging their own trades with eligible bargaining unit employees.
3. Shift trade requests will be submitted on [TSA Form 1160-8, Shift Trade Request](#), or electronic version, to the designated management official. Schedule Trade requests will be

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submitted on [TSA Form 1160-7, Schedule Trade Request](#), or electronic version, to the designated management official. Electronic versions of [TSA Form 1160-8, Shift Trade Request](#), and [TSA Form 1160-7, Schedule Trade Request](#), will be available on iShare.

4. Bargaining unit employees who trade shifts are responsible to work the shift agreed upon as if it were part of their regular work schedules. Bargaining unit employees who trade schedules are responsible to work the schedules as agreed upon.
5. Management will provide a reasonable amount of dedicated space on unofficial bulletin boards and/or through electronic forums (e.g., iShare, email) for bargaining unit employees to solicit and coordinate trades with other bargaining unit employees.
6. Bargaining unit employees may post shifts and schedules available for trades on iShare and/or unofficial bulletin boards.

D. PROCESS:

1. Overtime:

- a. Bargaining unit employees will be paid straight time and associated pay differentials for hours worked resulting from a shift trade. However, a bargaining unit employee may receive overtime for hours worked in excess of the shift trade schedule with prior management approval and consistent with TSA policy.
- b. Overtime hours may not be traded.

2. Eligibility for Trades:

- a. Bargaining unit employees are eligible for trades consistent with this Article after they have been employed by TSA for at least ninety (90) days.
- b. Bargaining unit employees that have been the subject of an adverse action within the previous 12 months are not eligible for shift trades.
- c. Bargaining unit employees who are on suspension or administrative leave may not request trades—that fall within the duration of their suspension or administrative leave.
- d. Full-time bargaining unit employees and part-time bargaining unit employees may trade shifts, but not full schedules.
- e. Consistent with this Article, management will approve trades for eligible bargaining unit employees who share the same certification requirements. Other requirements, such as training or position of record (e.g., TSO, LTSO, ETSO, EMT and STI), will impact eligibility when there is a legitimate operational need for such consideration to the relevant shift to be worked.

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- f. Consistent with this Article, management will approve trades between bargaining unit employees of different genders unless there is a legitimate operational need for such gender consideration to the relevant shift to be worked.
- g. Management may approve an overlap involving back-to-back shifts.
- h. Bargaining unit employees on limited duty or light duty may only make one-way shift trades off and only with bargaining unit employees with no restrictions.
- i. Bargaining unit employees on special assignment may trade shifts provided each bargaining unit employee has the applicable qualifications for the special assignment.
- j. A bargaining unit employee on special assignment may request a one-way trade (shift trade-worked) that meets all of the requirements of this Article.
- k. When approved by the Federal Security Director (FSD) or designee, consistent with this Article, a bargaining unit employee may shift trade with any other eligible bargaining unit employee within the same hub and spoke configuration. Once a shift trade is approved, the bargaining unit employees are responsible for working the agreed upon shift as if it were a part of the bargaining unit employees' regular work schedule. If the shift trade is to another airport, travel to the alternate worksite is considered the bargaining unit employee's regular commute and the bargaining unit employee is responsible for any expenses (e.g., parking, mileage) related to the shift trade. If the shift trade is denied, the reason will be provided in writing to the bargaining unit employees.
- l. Management retains the discretion to deny a trade when it would create an ethical conflict.
- m. Management may at its discretion approve trades that do not meet the eligibility requirements listed in this subsection.
- n. Schedule trades will be submitted on [TSA Form 1160-7, Schedule Trade Request](#), or electronic version. These trades will only involve two (2) bargaining unit employees and remain in effect until cancelled by both employees or until the effective date of the next shift bid.

3. Trade Requirements:

- a. Hours worked or traded as a result of trades will not change a bargaining unit employee's status from part time to full time or full time to part time.
- b. Bargaining unit employees may not give or receive payment or anything of value directly or indirectly for trading.
- c. Bargaining unit employees may work up to, as a result of a trade, sixteen (16) hours in a twenty-four (24) hour period, excluding meal periods, and must allow seven

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(7) hours of rest between shifts following back to back shifts. Bargaining unit employees may only work sixteen (16) hour shifts in conjunction with their regular days off (RDO). Management may disapprove such trade for any bargaining unit employee where Management has a legitimate reason to believe that the bargaining unit employee's effectiveness, safety, or job performance would adversely be affected. **(Union counter 10/18/19; maintain 10/22/19)**

BUEs may not work, as a result of a shift trade, more than thirteen (13) hours in a twenty-four (24) hour period, excluding meal periods, and must allow eight (8) hours of rest between shifts. **(TSA proposal 10/10/19; maintain 10/21/19)**

- d. Bargaining unit employees are not permitted to reduce their scheduled work hours by more than a net twenty (20) percent of their regularly scheduled work hours each fiscal quarter (i.e., October through December, January through March, April through June, July through September) as the result of one-way shift trades.
- e. Bargaining unit employees may not trade an approved trade. Once management approves a shift trade request, modifications to the shift trade are not permitted. If affected employees want to change the approved shift trade, they must cancel the approved shift trade and submit a new shift trade request consistent with the requirements of this Article.

4. Documenting Trades:

- a. All bargaining unit employees requesting a trade must sign the appropriate form (i.e. [TSA Form 1160-8, Shift Trade Request](#), or [TSA Form 1160-7, Schedule Trade Request](#)) or electronic version.
- b. Affected supervisors will be notified of the employees' request(s) to trade. When denying a trade request, management will state the reason for the denial in writing or electronically and include the following statement in the written notice: "You may seek representation regarding this denial with your local Union representative."
- c. Timeframes for Management's Response to Trade Requests:
 - i. Bargaining unit employees are encouraged to make requests as far in advance as possible. Management will respond in writing to trade requests within three (3) business days of receiving the request.
 - ii. If the request is made and management does not have three (3) business days to respond, then the request will not arbitrarily be denied based solely on the timeliness of the submission.

5. Cancellation of Approved Shift Trades:

- a. Bargaining unit employees will cancel an approved trade by submitting [TSA Form 1160- 9, Shift Trade Cancellation](#), or the electronic version to the designated

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management official or POC no later than twenty-four (24) hours before the start time of the first affected shift and receiving acknowledgment of the submission of [TSA Form 1160-9, Shift Trade Cancellation](#), or the electronic version from the designated management official or POC. In circumstances in which affected bargaining unit employees cannot submit [TSA Form 1160-9, Shift Trade Cancellation](#), or the electronic version or have not received acknowledgment of receipt of the form from the designated management official or POC, the affected bargaining unit employees must verbally cancel the approved shift trades to the designated management official or POC no later than twenty-four (24) hours of the start time of the affected trade. [TSA Form 1160-9, Shift Trade Cancellation](#), or the electronic version must be submitted to document the cancellation as soon as practicable but no later than the end of each affected bargaining unit employee's next scheduled shift.

- b. Management reserves the right to cancel the trade of an employee who becomes ineligible under this Article. Management will not cancel trades less than seventy-two (72) hours in advance in order to afford the employee an opportunity for alternative coverage. Management will make reasonable efforts to accommodate affected eligible bargaining unit employees who cannot obtain alternative coverage.

6. Electronic Processing

- a. TSA is evaluating systems to electronically process shift trade requests, including using electronic equivalents of the Shift Trade Request and Shift Trade Cancellation forms, for bargaining unit employees. TSA is striving to have a system that will allow bargaining unit employees to electronically submit shift trade requests and will also allow management to electronically approve or deny those requests consistent with this Article.
- b. Bargaining unit employees will have the option to use paper forms as necessary.
- c. The Working Group created by TSA and AFGE to advise on the development and implementation of the electronic process for shift trade requests will continue as outlined below:
 - i. The Working Group will be made up of at least one (1) management representative and up to three (3) Union representatives to develop joint recommendations to be considered for implementation within the electronic system. Subject matter experts, including technical experts, will also attend.
 - ii. The Working Group will meet for one (1) meeting at TSA Headquarters or at a no-cost facility at the mutual agreement of the parties. This one (1) meeting will take place on Wednesday and Thursday of the agreed-upon week. The Tuesday and Friday of that agreed-upon week will be reserved for travel to and from the meeting location.
 - iii. The Working Group may agree to additional meetings, either at TSA Headquarters or by teleconference.

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ARTICLE 6: TRANSFER POLICY

A. **PURPOSE:** The Parties recognize the value of allowing bargaining unit employees the flexibility to voluntarily move to covered positions at other TSA airports to balance work life interests and/or career goals.

B. DEFINITIONS:

1. Entry on Duty (EOD): The date the bargaining unit employee began employment with TSA as reflected by the effective date on the bargaining unit employee's Notification of Personnel Action, Standard Form 50 (SF-50).
2. Job Swap Program: The voluntary transfer between two (2) eligible bargaining unit employees in the same position seeking to exchange duty stations.
3. National Transfer Program (NTP): A program that provides for the voluntary, non-competitive permanent change of duty station to a vacant position at a different airport for which the bargaining unit employee is eligible.
4. Seniority: For purposes of this Article, seniority is defined as the bargaining unit employee's Entry on Duty date (EOD). If bargaining unit employees have identical EODs, the following tiebreakers will be used:
 - a. The Service Computation Date (SCD) will be used as the first tiebreaker.
 - b. Any ties remaining after the application of the above process will be resolved by a randomizer, such as www.random.org.
5. Service Computation Date (SCD): The date, either actual or constructed by crediting service, used to determine annual leave that is based on how long the bargaining unit employee has been in the Federal service. For a bargaining unit employee with no prior creditable civilian or military service, the SCD is the effective date of the bargaining unit employee's first Federal civilian appointment.

C. BARGAINING UNIT EMPLOYEE OPTIONS FOR TRANSFERS:

1. Bargaining unit employees who want to transfer to covered positions at other TSA airports have two (2) potential program options - the NTP and the TSA Job Swap Program. Bargaining unit employees will be responsible for any expenses related to voluntary transfers and Job Swaps.

D. ELIGIBILITY:

1. To participate in the National Transfer Program, there must be a vacancy at the receiving airport. Bargaining unit employees will have the opportunity to be trained and must successfully complete all required training and certification requirements in the receiving airport. Bargaining unit employees may request transfer for positions they currently occupy, have previously held, or could otherwise qualify for as set forth in the chart below [The table refers to current position titles as of the effective date of this CBA.]

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

Position	May transfer to:
TSO	TSO
LTSO	LTSO or TSO positions
EMT	EMT or TSO positions (LTSO if previously held)
ESTI	ESTI, MSTI or TSO positions (LTSO if previously held)
MSTI	MSTI or TSO positions (LTSO if previously held)
ETSO*	May transfer to TSO (LTSO if previously held)

*ETSO is an incumbent only position.

2. The bargaining unit employee must have been employed with his/her current TSA airport for at least one (1) year.
3. A bargaining unit employee on a performance improvement plan is not eligible for a transfer, subject to the exception in Article 6.D.4.
4. A bargaining unit employee who is ineligible because s/he is on a performance improvement plan may be allowed to transfer at the discretion of management at the receiving airport.
5. A bargaining unit employee must not have received a suspension(s) of four to fourteen (4-14) days within the previous six (6) months or an adverse action(s) within the previous twelve (12) months.
6. The bargaining unit employee must not be under investigation pending a potential disciplinary or adverse action. If such bargaining unit employee would have been transferred but for the investigation and is subsequently cleared, the employee will be offered the next available transfer to the previously requested airport consistent with the eligibility requirements set forth in this section.
7. Previous disciplinary (only four [4] to fourteen [14] day suspensions) actions older than six (6) months and adverse action(s) older than twelve (12) months will not be considered when a bargaining unit employee applies for a transfer.
8. The bargaining unit employee must be in a full-duty status; if on limited or light duty, the bargaining unit employee must have documentation indicating a return to full duty within thirty (30) calendar days of the effective date of the transfer.
9. Nothing in Article 6.D will preclude management from approving the voluntary transfer of a bargaining unit employee to another TSA airport if management at both the losing and gaining airports agree to the transfer.

E. NATIONAL TRANSFER PROGRAM PROCESS:

1. The National Transfer Program applies to all categories of airports and to all employees in the bargaining unit.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

- a. For Transfers from CAT X Airports: Management at the losing CAT X airport may not deny or delay a transfer of an eligible bargaining unit employee.
 - b. For Transfers from CAT I, CAT II, CAT III, and CAT IV Airports: Management may not deny, but may delay, a transfer of an eligible bargaining unit employee. Management will limit delays to the time required to fill the transferring bargaining unit employee's vacancy.
 - c. If management denies or delays a bargaining unit employee's transfer, management will provide the bargaining unit employee with the reason for the denial or delay in writing. Management will include the following statement in the written notice: "You may seek representation regarding this delay/denial with your local Union representative."
 - d. A bargaining unit employee who applies for a transfer to an airport will be given priority over other bargaining unit employees on the transfer list for that airport where a vacancy exists and the bargaining unit employee is otherwise eligible for the transfer, if they provide a copy of the official transfer orders for their active duty military spouse or domestic partner to that location.
2. The National Transfer Program Online Automated System:
 - a. Bargaining unit employees, whether they have submitted a transfer request or not, will be able to view transfer opportunities and the transfer request lists for each airport in the National Transfer Program online automated system. The transfer request lists will contain the EODs of transfer applicants with the names redacted.
 - b. Management will update the positions which are available for transfer in the online automated system as the positions become available.
 - c. Bargaining unit employees must submit requests for voluntary transfers under the National Transfer Program using the established online automated system.
 - d. The online automated system will confirm a bargaining unit employee's request.
 - e. The online automated system will maintain the bargaining unit employee's request on the transfer list according to seniority as defined in Article 6.B.4 for nine (9) months.
 3. An employee may withdraw the request for a transfer up until such time the offer of transfer is made. Even if the request is withdrawn, the employee can resubmit a request to the same or different locations.
 4. If a bargaining unit employee accepts a transfer and then later withdraws his/her acceptance, the bargaining unit employee will be prohibited from submitting another request for transfer to any location for three (3) months.
 5. Management at the receiving airport must consider any voluntary transfer requests in accordance with this Article before considering other methods of recruiting for and selecting candidates. Management will approve transfer requests consistent with the requirements of this Article. If management denies an employee's transfer request, management will provide the employee with the reason for the denial in writing.

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6. All offers to transfer will be in writing. For transfers to CAT X and CAT I airports, the transfer offer will include certification requirements, start and end times, and regular days off (RDOs). For transfers to CAT II, III, and IV airports, the transfer offer will include certification requirements.
7. A bargaining unit employee must accept or decline a transfer offer, confirmed received, in writing to the receiving airport within five (5) business days of the date that the bargaining unit employee was notified of the offer. If management at the receiving airport has not received the bargaining unit employee's acceptance or declination in the timeframe above, management will withdraw the transfer offer. If management does not receive confirmation of the transfer offer from the bargaining unit employee within five (5) business days of management's first attempt to notify the bargaining unit employee, management will determine the bargaining unit employee's leave status. If a bargaining unit employee is in a leave status, management will wait five (5) business days after confirming the bargaining unit employee's receipt of the offer and non-response before withdrawing the transfer offer.
8. Process for Transferring into an Airport:
 - a. *Full-Time Bargaining Unit Employees Wanting to Transfer into Full-Time Positions:*
 - i. Full-time TSO vacancies will be filled by alternating between eligible full-time bargaining unit employees on the transfer list as described in Section D of this Article and those eligible part-time bargaining unit employees at the duty station who desire conversion from part-time to full-time consistent with Article 7: *Work Status Change from Part-Time to Full-Time and Vice Versa* (one inside/one outside).
 - ii. Eligible full-time bargaining unit employees will be placed on the transfer list in seniority order consistent with this Article.
 - b. *Part-Time Bargaining Unit Employees Wanting to Transfer into Part-Time Positions:* Eligible part-time bargaining unit employees may transfer in seniority order into existing part-time vacancies.
 - c. *Full-Time Bargaining Unit Employees Wanting to Transfer into Part-Time Positions:* Eligible full-time bargaining unit employees may transfer in seniority order into existing part-time vacancies.
 - d. *Part-Time Bargaining Unit Employees Wanting to Transfer Into Full-Time Positions:* Eligible part-time bargaining unit employees may transfer in seniority order into full-time vacancies when (1) there are no eligible full-time bargaining unit employees on the transfer list; and (2) there are no part-time bargaining unit employees at the gaining airport who wish to convert to full-time status consistent with Article 7: *Work Status Change from Part-Time to Full-Time and Vice Versa*.
9. Bargaining unit employees may contact Management's designated representative at the receiving airport to obtain information regarding that airport's local procedures and guidelines. The receiving airport will provide the transferring bargaining unit employee with a briefing and a copy of all local procedures and guidelines.

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10. If relocation is necessary in a voluntary transfer, bargaining unit employees, upon request, will be granted up to one (1) week of leave (which may include Leave Without Pay) absent an operational need. The employee may be granted up to an additional one (1) week of leave (which may include Leave Without Pay) prior to reporting to duty at the gaining airport to accomplish their relocation. The amount of leave granted under this provision may be limited by the distance of the move. If a request for leave under this Section is denied based on operational need or limited by the distance of the move, Management will provide the reason for the denial in writing to the bargaining unit employee.
11. A bargaining unit employee transferring to a CAT X airport will be allowed to take all previously approved annual leave as a result of the annual leave bid. All previously approved first-come-first-served leave for a bargaining unit employee transferring to a CAT X airport will be available on a case-by-case basis.

A bargaining unit employee transferring to a CAT I, II, III, or IV airport prior to July 1 should be allowed to take the number of days of leave previously approved as a result of the annual leave bid for the remainder of the year, but is not guaranteed the same dates previously approved.
12. Both the gaining and losing airports have discretion in determining the effective date of the transfer. If the bargaining unit employee accepts the position offered, he/she must execute the voluntary transfer and report within the time frame negotiated with the gaining airport, but no later than sixty (60) calendar days after accepting the offer.
13. A bargaining unit employee who transfers under the National Transfer Program must remain at his/her new duty location for at least six (6) months prior to seeking a transfer to another airport through the National Transfer Program.
14. TSA may facilitate placement in other TSA locations such as:
 - a. Placement of returning military members under [TSA Management Directive 1100.30-17, Uniformed Services Employment and Reemployment](#); and
 - b. Actions required by other policies, third-party decisions, or correction of administrative error.

F. TSA JOB SWAP PROGRAM PROCESS:

1. Management will approve Job Swap requests for bargaining unit employees of the same position (e.g. TSO, LTSO, EMT, STI), job status (full time/part time), gender, and certifications (excluding equipment) provided the eligibility requirements of this Article are met. Management may waive any requirement not essential to the particular Job Swap request. If management denies a Job Swap request, management will provide the bargaining unit employees with the reason for the denial in writing.
2. Management at each airport will designate a point of contact (POC) to certify and receive TSA Job Swap Program requests.
3. A bargaining unit employee requesting to participate in the TSA Job Swap Program is responsible for identifying a bargaining unit employee with whom to swap positions. Bargaining unit employees may use the TSA Job Swap website at <http://tsaweb/jobswap/> or any future replacement website address to contact appropriate bargaining unit employees to arrange/coordinate a potential exchange of positions/duty locations.

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4. Bargaining unit employees may not give or receive payment or anything of value directly or indirectly for swapping jobs.
5. Bargaining unit employees seeking a Job Swap must properly complete and submit [TSA Form 1181A, Voluntary Job Swap Request Form](#). Both bargaining unit employees must attach a copy of their most recent annual performance appraisal to [TSA Form 1181A](#) (if no appraisal is available, the bargaining unit employee's current airport must confirm satisfactory performance).
6. The POCs for the two airports involved in the TSA Job Swap request will decide consistent with this Article whether to approve the request within ten (10) business days of the date that both requests are received.
7. The POCs or designees will notify both bargaining unit employees involved in the TSA Job Swap request within five (5) business days of the date that both POCs have made and documented their decisions about the bargaining unit employees' TSA Job Swap requests.
8. If the POCs or designees have approved the bargaining unit employees' Job Swap request, the bargaining unit employees must accept or decline the offer in writing within ten (10) business days from the date the bargaining unit employees were notified of the approval.
9. Starting Dates of TSA Job Swap:
 - a. The affected airports will coordinate the respective departing and reporting dates with the affected bargaining unit employees involved in an approved Job Swap.
 - b. If relocation is necessary in a Job Swap, bargaining unit employees, upon request, will be granted up to one (1) week of leave (which may include Leave Without Pay) absent an operational need. The employee may be granted up to an additional one (1) week of leave (which may include Leave Without Pay) prior to reporting to duty at the gaining airport to accomplish their relocation. The amount of leave granted under this provision may be limited by the distance of the move. If a request for leave under this Section is denied based on operational need or limited by the distance of the move, Management will provide the reason for the denial in writing to the bargaining unit employee.
 - c. A bargaining unit employee transferring to a CAT X airport will be allowed to take all previously approved annual leave as a result of the annual leave bid. All previously approved first-come-first-served leave for a bargaining unit employee transferring to a CAT X airport will be available on a case-by-case basis.

A bargaining unit employee transferring to a CAT I, II, III, or IV airport prior to July 1 should be allowed to take the number of days of leave previously approved as a result of the annual leave bid for the remainder of the year, but is not guaranteed the same dates previously approved.

G. TEMPORARY TRANSFERS:

1. Management will consider bargaining unit employee initiated requests for temporary transfers in accordance with this Section.
2. Employees who wish to transfer to a different duty location on a temporary basis may apply for a temporary transfer. An employee seeking a temporary transfer must submit a request

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in writing to his/her FSD or designee, which includes the reasons for the temporary transfer request, the requested transfer location and the anticipated duration of the requested temporary transfer, and may include the employee's preferred shift and RDOs. Management may ask the employee to provide documentation to support his/her temporary transfer request. Failure to provide documentation will not preclude management from considering the request, particularly in situations for which documentation would not be clarifying or readily available.

3. After receiving a bargaining unit employee's written request for a temporary transfer, the FSD or designee will review the request. If the FSD or designee can support the request, the FSD or designee will contact management at the gaining airport for consideration of the bargaining unit employee's temporary transfer request. Both the losing and gaining airports must agree to the bargaining unit employee's temporary transfer request before it is approved. Generally within fourteen (14) calendar days of receiving the request, approval or reason for denial will be provided to the bargaining unit employee in writing.
4. Bargaining unit employees may request a temporary transfer of up to six (6) months. A bargaining unit employee may request one (1) extension of an approved temporary transfer in writing and must do so at least thirty (30) calendar days before the end date of his/her temporary transfer. For a bargaining unit employee's extension request to be granted, management at the losing and gaining airports must approve the extension request. Generally within fourteen (14) calendar days of receiving the extension request, approval or reason for denial will be provided to the bargaining unit employee in writing.
5. A bargaining unit employee whose temporary transfer request is approved is not entitled to and will not receive any per diem, mileage, or lodging expenses related to the temporary transfer.
6. A bargaining unit employee's official duty station, duty status, and position of record will not change due to the temporary transfer. The official duty station will continue to treat the bargaining unit employee as if s/he is working at the official duty station for shift bid and annual leave bid. Management will assure coordination of the administrative responsibilities (such as leave, pay, performance management, etc.) for the duration of the temporary transfer.
7. The gaining airport will consider the bargaining unit employee's identified shift and RDO preference, if any, when assigning the employee to an initial shift on an approved temporary transfer.

ARTICLE 7: PROCESS FOR WORK STATUS CHANGE FROM FULL-TIME TO PART-TIME AND VICE VERSA

A. **PURPOSE:** The Parties recognize the value of a process that allows bargaining unit employees the opportunity to change their work status from full-time to part-time and vice versa. This Article allows bargaining unit employees flexibility to balance work life obligations and career interests consistent with mission requirements. This Article addresses the process for work status changes from full-time to part-time and vice versa.

B. DEFINITIONS:

1. Entry on Duty Date (EOD): The date the bargaining unit employee began employment with TSA as reflected by the effective date on the bargaining unit employee's Notification of Personnel Action, Standard Form 50 (SF-50).
2. Full-Time (FT) Employment: Work schedules consisting of eighty (80) hours per pay period as defined by TSA policy.

a. TSA Management Directive, 1100.30-7, Part-Time Employment, is dated October 1, 2019. (Union 12/7/19)

~~TSA Management Directive, 1100.30-7, Part-Time Employment, is dated October 1, 2019. (TSA counter 12/7/19)~~

3. Part-Time (PT) Employment: Work schedules consisting of thirty two (32) hours or less per week (sixty four (64) hours of less per pay period) as defined by TSA Policy.

a. TSA Management Directive, 1100.30-7, Part-Time Employment, is dated October 1, 2019. (Union 12/7/19)

~~TSA Management Directive, 1100.30-7, Part-Time Employment, is dated October 1, 2019. (TSA counter 12/7/19)~~

4. Seniority: For the purposes of this Article, seniority is defined as the bargaining unit employee's Entry on Duty date (EOD). If bargaining unit employees have identical EODs, the following tiebreakers will be used:

a. The Service Computation Date (SCD) will be used as the first tiebreaker.

b. Any ties remaining after the application of the above process will be resolved by a randomizer, such as www.random.org.

5. Service Computation Date (SCD): The date, either actual or constructed by crediting service, used to determine annual leave that is based on how long the bargaining unit employee has been in the Federal service. For a bargaining unit employee with no prior creditable civilian or military service, the SCD is the effective date of the bargaining unit employee's first Federal civilian appointment.

C. RESPONSIBILITIES:

1. Management is responsible for communicating (e.g., electronically, on official bulletin boards, and in briefings) work status change opportunities as described in this Article. At

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Cat X and I airports, Management should make such communications over more than one medium.

2. Management at each airport will inform part-time bargaining unit employees of the process for converting from part-time to full-time when hired as part of the orientation process and twice per year electronically.
3. Bargaining unit employees are responsible for following the requirements of this Article and advising the designated management point of contact (POC) in writing of their interest in work status changes from full-time to part-time and vice versa. Management is responsible for timely confirming receipt of the bargaining unit employee's request.
4. Information on Impact of Work Status Change from Full-Time to Part-Time: Management will make a fact sheet informing bargaining unit employees of the general impact of the work status change from full-time to part-time available on TSA's iShare and will provide a copy to the bargaining unit employee upon request.
5. Information on Impact of Work Status Change from Part-Time to Full-Time: Management will make a fact sheet informing bargaining unit employees of the general impact of the work status change from part-time to full-time available on TSA's iShare and will provide a copy to the bargaining unit employee upon request.

D. WORK STATUS CHANGE FROM PART-TIME TO FULL-TIME

6. The employee must not have an unsatisfactory performance rating during his/her most recent performance period.
7. The bargaining unit employee must not be under investigation pending a potential adverse action. If such bargaining unit employee would have been converted but for the investigation and is subsequently cleared, the employee will be offered a full-time position when management determines a work status change opportunity exists.
8. The bargaining unit employee must not have received an adverse action within the previous six (6) months.
9. Bargaining unit employees are not eligible for a work status change while on suspension or administrative leave.
10. The bargaining unit employee must be in a full duty status; if on limited or light duty, the bargaining unit employee must have documentation indicating a return to full duty within thirty (30) days of the effective date of the change of status.
11. Voluntary conversions from part-time employment to full-time employment shall be filled by seniority.
12. When a full-time position becomes available, TSA management will adhere to the following procedure:
 - a. Management will maintain a list of part-time bargaining unit employees who have submitted a written request for work status change to full-time ("PT to FT List"). Bargaining unit employees may submit such written request to be added or removed from the list at any time.

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- b. Management will contact and select eligible part-time bargaining unit employees by seniority until such full-time positions are filled.
 - c. If Management makes an exception to selection by seniority based on a bona fide occupational qualification (e.g., gender), Management will notify, in writing, the bargaining unit employee(s) who was not selected with the reason for the non-selection. Management will include the following statement in the written notice: “You may seek representation regarding this denial with your local Union representative.”
 - d. The filling of positions in this manner shall alternate with the procedures set forth for bargaining unit employees seeking transfer (one-in/one-out) in accordance with Article 6.E.8.
13. To accomplish temporary work schedule changes, the Agency may solicit volunteers who wish to increase their part-time hours. Volunteers will be selected in order of seniority. The Parties understand that TSA Policy limits temporary work schedule changes to a maximum of thirteen (13) consecutive pay periods. Temporary work schedule changes will not be used to circumvent filling a full-time position.
- a. Management will provide the bargaining unit employee with the expected number of pay periods the temporary work schedule will last, as well as the initial assigned shift at the time of solicitation. A temporary schedule change agreement will include, but not be limited to, the number of hours per biweekly pay period, the maximum number of pay periods, and the effective beginning and expected end dates of the temporary work schedule change.
 - b. Any volunteer under this section may request approval to return to his or her previous work schedule and tour of duty any time before the end date of the temporary work schedule. The request may be approved or disapproved by Management based on the operational needs of the airport.

E. WORK STATUS CHANGE FROM FULL-TIME TO PART-TIME:

1. When requested by the bargaining unit employee, voluntary conversion from full-time employment to part-time employment shall be authorized when approved by management. This conversion does not require a posted available position.
2. Bargaining unit employees’ requests for permanent work status changes from full-time to part-time will be submitted in accordance with Section C.3. Management will process the requests on a case by case basis.
3. Temporary voluntary conversions with the bargaining unit employees returning to full-time status may be authorized by management in order to address unique personal needs of the bargaining unit employees.
 - a. A temporary schedule change agreement will include, but not be limited to, the number of hours per biweekly pay period, the maximum number of pay periods, and the effective beginning and expected end dates of the temporary work schedule change.
 - b. Any volunteer under this section may request approval to return to his or her previous work schedule and tour of duty any time before the end date of the

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temporary work schedule. The request may be approved or disapproved by Management based on the operational needs of the airport.

4. Prior to a bargaining unit employee accepting conversion to part-time status, management will advise the bargaining unit employee in writing regarding the general effects of converting to part-time employment as it relates to bargaining unit employee benefits. The Parties understand that in accordance with TSA Policy, a permanent part-time bargaining unit employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, completion of trial period, and leave category rate.

F. DOCUMENTATION OF WORK STATUS CHANGE:

1. The Parties understand that, in accordance with TSA Policy, management or management's designee will process and document work status changes through personnel actions reflected on the Notification of Personnel Action, Standard Form 50.
2. Management will notify the AFGE Local President or designee of bargaining unit employee(s) who converted from full-time to part-time or vice versa within a pay period after the conversion(s) occurred.
3. Upon execution of this Agreement, management will provide the AFGE Local President or designee with the list described in Section D(7)(a) of this Article, and will provide a new copy of the list, upon request, but no more than once per month.
4. **MEMBERS OF UNIFORMED SERVICES:** A bargaining unit employee in the uniformed services who submits a request for change of status under this Article, and is subsequently deployed when his or her name is up for status change, will be granted that change upon return from his or her deployment consistent with law.

ARTICLE 8: UNIFORMS AND UNIFORM ALLOWANCES

A. **PURPOSE:** The TSA bargaining unit employee uniform is a readily identifiable symbol of the security mission and contributes to the public trust, individual and group pride, and command presence. The Parties agree that there is a shared interest in supporting and encouraging bargaining unit employees to maintain a consistent professional presence. This Article addresses the allocation of TSA approved uniform items – type and count – to be provided to bargaining unit employees, and uniform allowances for use to purchase additional uniform items. Uniform allowance is distributed to bargaining unit employees through bargaining unit employee accounts with TSA’s identified uniform vendor.

B. DEFINITIONS:

1. Ceremonial Uniform: Special uniform items that will be used for approved TSA Honor Guard. Ceremonial uniform items will be special ordered only for those bargaining unit employees selected to participate on established ceremonial teams.
2. Dress Uniform: The dress uniform is the long-sleeve uniform shirt with necktie and trousers (or skirt when worn in lieu of trousers as provided for in Section C) as provided by the authorized vendor.
3. Uniform Allotment: The initial and annual standard uniform items issued to bargaining unit employees.
4. Uniform Allowance: An annual monetary amount made available to each bargaining unit employee to purchase standard and optional TSA uniform items and to replenish and maintain such uniform items.
5. Vendor: The designated contractor, holding the uniform contract, as specified by the TSA Administrator.

C. INITIAL UNIFORM ALLOTMENT UPON HIRE:

1. At the time of hire, bargaining unit employees are provided the following uniform items:

Uniform Item	Passenger Only	Baggage Only	Dual Function
Badge	1	1	1
Belt (Garrison Style)	1	1	1
Trousers/Cargo Pants*	4	4	4
Nameplate	2	0	2
Neckties	1	0	1

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Polo – Long/Short Sleeve	0	6	6 total (combination with shirts)
Shirts – Long/Short Sleeve	6	0	6 total (combination with polos)
Shoulder Boards	2 sets	0	2 sets
Socks	5 pairs	5 pairs	5 pairs
Sweater Vest	1	0	1
Team Jacket	1	1	1

*Skirts will be provided for female bargaining unit employees in lieu of trousers/cargo pants upon request.

D. ANNUAL REPLACEMENT ALLOTMENT (ARA):

1. On an annual basis, management will provide a bargaining unit employee following his/her hire date, three (3) shirts and three (3) pants as listed below:

Uniform Item	Passenger Only	Baggage/STI/EMT Dual Function
Polo Shirts	0	3*
Shirts	3	
Trousers	3#	3#
Cargo Pants		

*Baggage Only, Dual Function, STIs and EMTs may choose any combination of three (3) short or long sleeve shirts or polo shirts.

#Bargaining unit employees may choose any combination of three (3) trousers/cargo pants and substitute up to two (2) shorts/Cargo Shorts in place of up to two (2) of the three (3) allotted pants.

2. For purposes of the ARA, bargaining unit employees may substitute the poly/wool shirts and trousers for the standard issued shirts and trousers and will pay the difference in cost between the poly/wool and the standard issued items.
3. For purposes of the ARA, bargaining unit employees approved to wear 100% cotton shirts and/or trousers may substitute them for the standard issued shirts and trousers at no additional cost.

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E. JACKETS:

1. Unless otherwise permitted by TSA management, the only authorized jackets that may be worn at the checkpoint are the Ike jacket, the 3-in-1 jacket (to include the vest), the team jacket, and the windbreaker jacket. Bargaining unit employees may wear these jackets at the checkpoint at their discretion.

F. SHOES:

1. Bargaining unit employees may use their uniform allowance to purchase shoes from the TSA approved uniform vendor or use their own funds to purchase shoes from another source without reimbursement.
2. Shoes and boots, athletic shoes and safety shoes, must be all black in color, with inconspicuous logos, clean and in good repair, and must be similar in style to the shoes and boots, athletic shoes and safety shoes in Appendix A.

G. APPROVED UNIFORM ITEM COMBINATIONS: The chart below illustrates authorized combinations of uniform items that can be worn by bargaining unit employees. Consistent with this Article, bargaining unit employees must wear the uniform shirts, ties, sweater, jackets, coveralls, trousers, cargo pants, shorts/cargo shorts, and skirts provided by the authorized vendor.

Item	Check Point	Baggage/STI/EMT*
Long Sleeve Shirt Short Sleeve Shirt Black T-Shirt Sweater – Cardigan Sweater – Commando Sweater Vest Three-in-One Coat Ike Jacket Team Jacket Windbreaker Jacket Cargo Pants Trousers Skirt Dickie	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Shorts/Cargo Shorts	See Section J	See Section J

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Winter/Summer Socks (Socks must be worn)	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Ties (Females may wear either style)	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Turtleneck	Bargaining Unit Employee Discretion (Only w/long sleeve shirt)	Bargaining Unit Employee Discretion
Parka Three-Season Coat Polo Short Sleeve Shirt Polo Long Sleeve Shirt Coveralls	Not permitted	Bargaining Unit Employee Discretion**

* STIs and EMTs must follow checkpoint uniform guidelines while performing screening duties at the checkpoint.

** STIs may only wear the parka, three-season coat, or coveralls while performing baggage screening duties.

H. OPTIONAL UNIFORM ITEMS:

1. In addition to the initial uniform allotment, TSA will provide the following uniform items to bargaining unit employees who meet the applicable criteria.
 - a. Maternity Uniforms: Maternity uniforms will be provided for pregnant bargaining unit employees upon the bargaining unit employee's request and approval by the FSD or designee. Bargaining unit employees will receive maternity uniforms consisting of five (5) maternity shirts (either long sleeve or short sleeve, at the bargaining unit employee's discretion), and five (5) maternity trousers.
 - b. Honor Guard Uniform Items: Management will provide specific uniform items for the Honor Guard. Each hub may have an Honor Guard (which may include bargaining unit employees from the spoke airports within the hub and spoke network), which will be outfitted with the uniform items listed in Section H.1.b.ii below.
 - i. Management will issue Honor Guard Uniform items to a bargaining unit employee who serves as a member upon his/her entry to the Honor Guard. The member must return all Honor Guard Uniform items to management when he/she departs from the Honor Guard.
 - ii. Management will issue each Honor Guard member the following uniform items, which constitute the two (2) Honor Guard uniforms per Honor Guard member:
 - a) Two (2) blue long sleeve TSA uniform shirts containing the Honor Guard emblem (Honor Guard long sleeve shirts)
 - b) Two (2) pairs of navy TSA uniform trousers (or two (2) uniform skirts when worn in lieu of trousers as provided for in Section C)

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- c) One (1) white button loop cord
 - d) One (1) black button loop cord
 - e) One (1) pair of high gloss black dress shoes
 - f) One (1) pair of black Old Guard cheater bars
 - g) One (1) navy dress coat
 - h) One (1) navy dress coat
 - i) Two (2) white bib scarves
 - j) One (1) white bib scarf extender as needed
 - k) One (1) white pair parade dress gloves/sure grip flag bearer gloves
 - l) One (1) white pair parade glove wrist wraps/flag bearer wrist wraps
 - m) One (1) white/silver parade belt and buckle
 - n) One (1) pair black shirt stay
 - o) One (1) white/black Honor Guard cap and chin strap
 - p) One (1) navy blue Honor Guard suit bag
 - q) One (1) black Honor Guard dress cap protective carrier
 - r) One (1) clear Honor Guard cap rain cover
- iii. Management will issue each Honor Guard member the following accessory items:
- a) One (1) Honor Guard hat pin with DHS/TSA emblem
 - b) Two (2) silver ceremonial guard lapel pins
- c. Black Mourning Bands: TSA will provide a black band, not to exceed one-half inch in width, worn horizontally centered on the metal badges at the narrow-most point that may be worn for mourning declarations.
2. In addition to the uniform allotment, bargaining unit employees may purchase with their uniform allowance approved optional items from the uniform vendor catalog.
3. Black t-shirts, thin summer socks, screw back nameplates, wind breaker jackets, cargo shorts, and sports sleeves will be available for purchase from the authorized vendor.
4. Other Optional Uniform Items:
- a. Tie Tacks/Tie Bars: Bargaining unit employees may purchase, at their expense, and wear tie tacks/tie bars. Tie tacks may be button or stud style tie tacks that do not exceed 1/2 inch diameter and must be plain gold or silver in color. Tie bars must not exceed 3/8 inch in width and be plain gold or silver tone metal. Tie tacks/bars with logos or emblems must be of TSA/DHS or other Federal government organizations.
 - b. Baseball Cap: Bargaining unit employees may purchase with their uniform allowance and wear baseball caps. The baseball cap must be navy blue in color with a DHS or TSA patch affixed to the front of the cap. Bargaining unit employees must wear the baseball cap with the brim facing forward. Baseball caps may only be worn by

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bargaining unit employees performing baggage screening functions, in a baggage screening room outside the view of the public or curbside, and by bargaining unit employees performing ATLAS, Visible Intermodal Prevention and Response (VIPR), or similar activities outside the airport building and when transiting to and from these work areas.

- c. Pins: Bargaining unit employees may wear up to two (2) authorized pins (about three-quarters of an inch in diameter) on the uniform. DHS and TSA headquarters issued pins, service pins, and other officially-issued Federal government pins (subject to FSD approval) may be worn. FSD and other FSD approved, locally-issued pins may also be worn. One of the pins may be a replica of the American flag. The location of the pins will be as approved by the FSD.
- d. Management will permit employees who serve as Union officials to wear an AFGE pin to be designed and paid for by the Union and subject to advanced TSA review and approval.

5. Uniform Items Covering Obscene, Racially/ethnically Derogatory and/or Criminal Gang Tattoos: (Union 10/2/19; maintain 10/10/19)

- a. Tattoos are permitted and may be visible. Obscene, racially/ethnically derogatory and/or criminal gang tattoos may not be visible. (Union 10/2/19; maintain 10/10/19)

~~Tattoos are permitted and may be visible. Obscene, racially/ethnically derogatory and/or criminal gang tattoos may not be visible. (TSA counter 10/7/19; non-negotiable under Determination Section III.B.7.g, "only" uniforms and uniform allowances may be negotiated)~~

- b. When a bargaining unit employee wears a uniform short sleeve shirt, obscene, racially/ethnically derogatory and/or criminal gang tattoos on the arm must be covered by a plain, single-colored royal blue acceptable band or royal blue sports sleeve. If more than one band or sports sleeve is required to cover visible tattoos on the arms that are obscene, racially/ethnically derogatory and/or criminal gang tattoos, the bargaining unit employee must wear a long sleeved shirt. (Union 10/2/19; maintain 10/10/19)

~~When a bargaining unit employee wears a uniform short sleeve shirt, obscene, racially/ethnically derogatory and/or criminal gang tattoos on the arm must be covered by a plain, single-colored royal blue acceptable band or royal blue sports sleeve. If more than one band or sports sleeve is required to cover visible tattoos on the arms that are obscene, racially/ethnically derogatory and/or criminal gang tattoos, the bargaining unit employee must wear a long sleeved shirt. (TSA counter 10/7/19)~~

- c. When a bargaining unit employee wears uniform shorts, obscene, racially/ethnically derogatory and/or criminal gang tattoos on the legs must be covered by a plain, single-colored royal blue acceptable band or royal blue sports sleeve. If more than one band or sports sleeve is required to cover visible tattoos on the legs that are obscene, racially/ethnically derogatory and/or criminal gang tattoos, the bargaining unit employee must wear uniform trousers or cargo pants as applicable. (Union 10/2/19; maintain 10/10/19)

~~When a bargaining unit employee wears uniform shorts, obscene, racially/ethnically derogatory and/or criminal gang tattoos on the legs must be covered by a plain, single-~~

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~~colored royal blue acceptable band or royal blue sports sleeve. If more than one band or sports sleeve is required to cover visible tattoos on the legs that are obscene, racially/ethnically derogatory and/or criminal gang tattoos, the bargaining unit employee must wear uniform trousers or cargo pants as applicable. (TSA counter 10/7/19)~~

- d. Consistent with this Article, other approved uniform items, such as turtlenecks and dickies, may be used to cover obscene, racially/ethnically derogatory and/or criminal gang tattoos on the neck. If the obscene, racially/ethnically derogatory and/or criminal gang tattoo cannot be covered with an approved uniform item, other reasonable means of concealment (e.g., make up, Band-Aids, etc.) may be used by the bargaining unit employee. **(Union 10/2/19; maintain 10/10/19)**

~~Consistent with this Article, other approved uniform items, such as turtlenecks and dickies, may be used to cover obscene, racially/ethnically derogatory and/or criminal gang tattoos on the neck. If the obscene, racially/ethnically derogatory and/or criminal gang tattoo cannot be covered with an approved uniform item, other reasonable means of concealment (e.g., make up, Band-Aids, etc.) may be used by the bargaining unit employee. (TSA counter 10/7/19)~~

6. **Uniforms Incorporating Personal Accessories and Grooming: (Union 10/2/19; maintain 10/10/19)**

- a. Eyewear. Bargaining unit employees may wear their prescription glasses with any frame and lens while on duty. Glasses should not detract from the professional appearance of an officer. **(Union 10/2/19; maintain 10/10/19)**

~~Eyewear. Bargaining unit employees may wear their prescription glasses with any frame and lens while on duty. Glasses should not detract from the professional appearance of an officer. (TSA counter 10/7/19; non-negotiable under Determination Section III.B/7, not listed as a negotiable item)~~

- b. Watches and Activity Trackers. Wrist watches and activity trackers may be worn while on duty. Wrist watches should be of a style that minimizes sliding up the arm and are not of a size that could create a safety issue. Wrist watches and activity trackers must not detract from the professional appearance of an officer. Messaging and phone alert capabilities on wrist watches and activity trackers, if any, must be disabled while on duty. **(Union 10/2/19; maintain 10/10/19)**

~~Watches and Activity Trackers. Wrist watches and activity trackers may be worn while on duty. Wrist watches should be of a style that minimizes sliding up the arm and are not of a size that could create a safety issue. Wrist watches and activity trackers must not detract from the professional appearance of an officer. Messaging and phone alert capabilities on wrist watches and activity trackers, if any, must be disabled while on duty. (TSA counter 10/7/19; non-negotiable under Determination Section III.B/7, not listed as a negotiable item)~~

- c. Hair. Hair and/or hairpieces, whether dyed or natural, should appear professional. While on duty, hair length must not extend beyond two inches below the bottom of the back of the collar. Hair accessories may be used to meet this requirement; however, such accessories must be concealed as much as possible and should not distract from

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the uniform. In addition, the use of one's own hair to meet this standard is permitted as long as the style maintains a professional look that does not distract from the uniform. **(Union 10/2/19; maintain 10/10/19)**

~~Hair. Hair and/or hairpieces, whether dyed or natural, should appear professional. While on duty, hair length must not extend beyond two inches below the bottom of the back of the collar. Hair accessories may be used to meet this requirement; however, such accessories must be concealed as much as possible and should not distract from the uniform. In addition, the use of one's own hair to meet this standard is permitted as long as the style maintains a professional look that does not distract from the uniform. (TSA counter 10/7/19; non-negotiable under Determination Section III.B/7, not listed as a negotiable item)~~

- d. **Make-up.** Make-up and make-up colors should be professional in appearance. **(Union 10/2/19; maintain 10/10/19)**

~~Make up. Make up and make up colors should be professional in appearance. (TSA counter 10/7/19; non-negotiable under Determination Section III.B/7, not listed as a negotiable item)~~

- e. **Fingernails.** Fingernails must not extend farther than ¼ inch beyond the tip of the finger. Fingernail colors should be professional in appearance. **(Union 10/2/19; maintain 10/10/19)**

~~Fingernails. Fingernails must not extend farther than ¼ inch beyond the tip of the finger. Fingernail colors should be professional in appearance. (TSA counter 10/7/19; non-negotiable under Determination Section III.B/7, not listed as a negotiable item)~~

I. SHOE AND UNIFORM ALLOWANCE:

1. When a bargaining unit employee is hired, TSA will provide the bargaining unit employee with the initial uniform allotment. One (1) year after the bargaining unit employee's hire date, the bargaining unit employee will be eligible to receive the uniform allowance and the annual uniform allotment.
2. Eligible bargaining unit employees will receive an annual monetary uniform allowance and allotment currently valued at \$578.00. This amount includes a \$420.00 uniform allowance and an annual allotment of three (3) pants and three (3) shirts. Increases in the cost of the allotment will not be offset against the credited allowance. Receipt of appropriated funds will determine the timing of the distribution of the annual uniform allowance.
3. The uniform allowance will be posted to each bargaining unit employee's account on the TSA uniform vendor's website. The bargaining unit employee may spend the uniform allowance in increments or all at once at any time during the year. Bargaining unit employees may use their uniform allowance to purchase any uniform item from the list of authorized uniform items.
4. Except as otherwise permitted in this Article, bargaining unit employees will not be reimbursed for items they elect to purchase with their own funds.

J. GEOGRAPHIC AND ENVIRONMENTAL CONSIDERATIONS:

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1. Management may approve uniform combinations in addition to those listed in Section G and H based on job assignments, personal comfort, time of year, environmental and geographic considerations.
2. Bargaining unit employees can wear shorts as follows:
 - a. Between Memorial Day and Labor Day regardless of temperature;
 - b. When the outside temperature is forecasted to be a high of at least seventy-five (75) degrees; or
 - c. As otherwise permitted by management in Section J.1.

K. UNIFORM COMMITTEE:

1. The parties will establish a uniform committee made up of at least one (1) management representative and up to six (6) Union members, not including the Union Co-Chair, to review and receive recommendations from the Union, at the national level, on matters concerning:
 - a. Design and quality of uniforms and uniform items
 - b. Additional uniform items and options
 - c. Uniform directives
 - d. Changes to the uniform
 - e. Quality assurance
 - f. Wear testing
 - g. Bargaining unit employee suggestions on uniforms
 - h. Review of vendor performance
 - i. Establishment of criteria for uniform vendors and specifications for uniform contracts
 - j. Other related issues
2. The uniform committee will be briefed on vendor issues and concerns.
3. The uniform committee will meet once per year and AFGE representatives will participate on duty time. TSA will pay the travel and per diem expenses, if any, of AFGE's representatives.
4. The uniform committee will hold one meeting per year at TSA Headquarters or at a no cost facility as mutually agreed to by the Co-Chairs. This one (1) meeting will take place on Tuesday, Wednesday, and Thursday, unless modified in accordance with Section K.5. The Monday and Friday, preceding and following the meeting date will be reserved for travel to and from the meeting locations and pre- and post- meeting uniform committee work, if necessary. Any other uniform committee meetings may be held by teleconference or videoconference at a time agreed upon by the uniform committee Co-Chairs. The length of these other meetings will also be agreed upon by the uniform committee Co-Chairs.
5. Matters proposed for discussion by either party will be forwarded to the other party at least seven (7) calendar days prior to the meeting date. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties.

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Failure to provide appropriate topics within the prescribed timeframe may result in a modification to the length of the meeting.

6. The uniform committee will be governed by procedures set forth below:
 - a. One (1) management representative and four (4) union representatives shall constitute a quorum at a meeting of the uniform committee.
 - b. The uniform committee will have two (2) co-chairs: one (1) AFGE co-chair and one (1) management co-chair.
 - c. The parties will make earnest efforts to jointly craft committee recommendations. Either uniform committee co-chair may request assistance from FMCS to facilitate reaching joint recommendations.
 - d. Joint recommendations will be forwarded to the appropriate Assistant Administrator(s) for implementation. Within 60 calendar days of receiving the joint recommendation, the appropriate Assistant Administrator(s) will reply to the Uniform Committee indicating acceptance or denial of the joint recommendation or to request additional information regarding the joint recommendation. If accepted, a joint recommendation will be implemented at the appropriate Assistant Administrator's direction. If the joint recommendation is denied, management will specify in writing, at the time denial is communicated, why management will not implement the joint recommendation and will refer it to the Uniform Committee for further deliberations.
 - e. If management implements a joint recommendation of the uniform committee, management will communicate that management has adopted a uniform committee recommendation to the entire bargaining unit via a TSA Broadcast message within sixty (60) calendar days of the implementation. The TSA Broadcast message will include the language "As a result of a joint recommendation of the Uniform Committee under the AFGE-TSA Collective Bargaining Agreement, TSA . . ."
 - f. AFGE agrees to notify management, in writing, of the names of the union representatives who will serve on the uniform committee. AFGE reserves the right to change any of the union representatives at any time. AFGE will normally provide management with notice of a change in uniform committee membership within fourteen (14) calendar days before a uniform committee meeting.
 - g. Management agrees to notify AFGE, in writing, of the names of the management representatives who will serve on the uniform committee. Management reserves the right to change any of the management representatives at any time. Management will normally provide AFGE with notice of a change in uniform committee membership within fourteen (14) calendar days before a uniform committee meeting.

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L. PROPER USE OF UNIFORMS:

1. Bargaining unit employees may wear their TSA uniform during the normal work commute, on breaks, during meal periods, or during time periods between split shifts. Bargaining unit employees may also wear their uniform during brief stops that are part of the normal work commute. Examples of stops that may be part of the normal work commute include, but are not limited to, dropping off and picking up children from day care or school, briefly stopping to buy a cup of coffee or have a meal, or grocery shopping.
2. The public will view a bargaining unit employee in uniform as representing TSA, even if the bargaining unit employee is off duty. Therefore, bargaining unit employees may not wear the uniform in inappropriate establishments, or participate in activities that could compromise the credibility of TSA. Examples of activities not permitted while in uniform include, but are not limited to, gambling, consuming alcoholic beverages, or participating in public events (including volunteer activities) not explicitly approved or sponsored by TSA/DHS. If bargaining unit employees have questions about a specific activity, they should discuss it with their supervisors.
3. Bargaining unit employees may wear their uniforms at solemn occasions, such as funerals or memorials, with FSD approval.

M. INCLEMENT WEATHER: Inclement weather gear will be provided to bargaining unit employees when required to work exposed to the elements (e.g., ATLAS and VIPRs). At locations where inclement weather gear is pooled, such gear will be professionally cleaned prior to each issuance.

ARTICLE 9: SELECTION PROCESS FOR SPECIAL ASSIGNMENTS

A. **PURPOSE:** This Article contains responsibilities, eligibility requirements, and the selection process regarding special assignments for bargaining unit employees. For purposes of this Article, any deployment of security personnel for security-related duties and functions (e.g., ATLAS, VIPR) is excluded and not considered a special assignment.

B. DEFINITIONS:

1. Area of Consideration: For the purposes of special assignments, the area of consideration may be restricted to:
 - a. All bargaining unit employees at specific airport(s)
 - b. Hub and Spoke(s) only: All airports and duty stations under the supervision of a single FSD
 - c. Workgroup(s) (e.g., STI, TSO, LTSO, ETSO, EMT)
 - d. If the above areas of consideration do not generate a sufficient number of volunteers, the area of consideration may be expanded.
2. Entry on Duty Date (EOD): The date the bargaining unit employee began employment with TSA as reflected by the effective date on the bargaining unit employee's Notification of Personnel Action, Standard Form 50 (SF-50).
3. Position of Record: The TSA position, as documented on the bargaining unit employee's most recent Notification of Personnel Action (Standard Form 50 or equivalent) and the current job/position description (TSA Job Analysis Tool), to which the bargaining unit employee is officially assigned. The position of record is defined by pay band, occupational category, job series, appointment type, and any other condition(s) that determined coverage under the TSA classification/pay system.
4. Qualification Requirements: Specific work experience, certifications (e.g. passenger certifications, baggage certification, equipment certification), and requirements (e.g. license), as utilized or developed by TSA Human Capital, necessary for the special assignment.
5. Seniority: For purposes of this Article, seniority is defined as the bargaining unit employee's Entry on Duty date (EOD). If bargaining unit employees have identical EODs, the following tiebreakers will be used:
 - a. The Service Computation Date (SCD) will be used as the first tiebreaker.
 - b. Any ties remaining after the application of the above process will be resolved by a randomizer, such as www.random.org.
6. Service Computation Date (SCD): The date, either actual or constructed by crediting service, used to determine annual leave, which is based on how long the bargaining unit employee has been in the Federal service. For a bargaining unit employee with no prior creditable civilian or military service, the SCD is the effective date of the bargaining unit employee's first Federal civilian appointment.

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7. Special Assignment: A voluntary, temporary assignment of a bargaining unit employee to duties other than those of his/her position of record that is:
 - a. More than twenty percent (20%) of the bargaining unit employee's scheduled work hours; and for more than thirty (30) calendar days in duration.
 - b. Service on advisory councils/committees are not considered special assignments. Additionally, any deployment of security personnel for security-related duties and functions (*e.g.*, ATLAS, VIPR) is excluded and not considered a special assignment.
 8. Temporary Promotions: A special assignment, which places a bargaining unit employee in a position at a higher pay or pay band than his/her position of record and provides the bargaining unit employee with the higher pay associated with the special assignment. At the end of a temporary promotion, the bargaining unit employee is returned to his/her position of record and former pay band and salary. **(Union 10/29/19)**
- ~~Temporary Promotions: A special assignment, which places a bargaining unit employee in a position at a higher pay or pay band than his/her position of record and provides the bargaining unit employee with the higher pay associated with the special assignment. At the end of a temporary promotion, the bargaining unit employee is returned to his/her position of record and former pay band and salary. **(TSA counter 10/31/19; Non-Negotiable III.B.8.a Promotions not negotiable)**~~

C. RESPONSIBILITIES:

1. Management is solely responsible for initiating special assignments, determining the circumstances under which special assignments will be used, the area of consideration, and the duration of these special assignments subject to the terms of this Article.
2. Management is responsible for ensuring that special assignments in excess of thirty (30) calendar days are documented in a letter that will be provided to the bargaining unit employee and placed in their local employee file.
3. Management is responsible for selecting bargaining unit employees for special assignments in accordance with this Article.
4. Management will provide a copy of the special assignment announcement to the AFGE local president or designee at the time such announcement is posted.
5. Management will notify the AFGE local president or designee of the bargaining unit employee(s) selected for the special assignment.
6. Management will meet with the AFGE local president or designee to provide a list of the anticipated special assignments for the hub and spoke network before the start of the first airport-wide shift bid of the calendar year.

D. ELIGIBILITY:

1. Bargaining unit employees are eligible for special assignments after they have been employed by TSA for at least twelve (12) months.
2. Bargaining unit employees that have received a suspension(s) of four (4) to fourteen (14) days within the previous six (6) months, an adverse action within the previous twelve (12) months, or are currently under investigation pending a potential disciplinary or adverse

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action, are not eligible for special assignments.

E. **PROCESS:** When management determines special assignments are necessary for meeting the temporary needs of TSA's work and/or programs, or for training or bargaining unit employee development purposes, management will select for such special assignments either by seniority or competitive selection consistent with this Article. Special assignments are for specific periods of time as set forth below.

1. Notification of Special Assignment: Prior to making a special assignment under this Article management will inform the bargaining unit employees through a special assignment announcement:
 - a. For the special assignments selected by seniority (i.e., the special assignments listed in Section E.3): Management will inform the bargaining unit employees of the area of consideration, the nature of the intended special assignment, the license(s), if applicable, as well as the special assignment's expected duration and end date. Such information shall be announced both electronically and on official bulletin boards, normally at least seven (7) calendar days prior to the expected start date.
 - b. Special assignments made by competitive selection will use the internal announcement in Section E.4. The internal announcement will be posted both electronically and on official bulletin boards, normally at least seven (7) calendar days prior to the expected start date.
2. Seniority Selection Process: Management may use the seniority selection process to select for any special assignment. Management must use the seniority selection process for the special assignments listed in Section E.3. When using seniority selection:
 - a. Management will solicit volunteers, who must meet the requirements of Section E.1.a, and selection will be made in seniority order.
 - b. If too few bargaining unit employees volunteer who meet the requirements of Section E.1.a, the selection process will be in inverse seniority order.
3. In accordance with Section E.2, management will use seniority for the following special assignments:
 - a. uniform room duties
 - b. duties to assist the procurement officer
 - c. supply and logistics duties (e.g., voluntarily abandoned property)
 - d. van driver and/or vehicle maintenance duties
 - e. supply team duties
4. Internal Announcement for Competitive Selection: The internal announcement must include the following information:
 - a. Opening and closing dates and times;
 - b. Area of consideration;
 - c. Description of duties;
 - d. Qualification Requirements: Specific work experience, certifications (e.g., passenger

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- certification, baggage certification, equipment certification), and requirements (e.g. license), as utilized or developed by TSA Human Capital, necessary for the special assignment;
- e. How and where to apply;
 - f. Point of contact information;
 - g. Equal Employment Opportunity statement;
 - h. Anticipated length of the special assignment;
 - i. Anticipated performance system applicable to the bargaining unit employee
 - j. during the special assignment; and
 - k. AFGE is the exclusive representative of bargaining unit employees.
5. Competitive Selection Process: When using the competitive selection process, management will fill a special assignment by one of the following methods:
 - a. Posting a special assignment and interviewing all of the bargaining unit employees who applied and meet the requirements of Sections E.4.b and E.4.d prior to making a selection; or
 - b. Posting a special assignment and selecting the most senior bargaining unit employee who applied and meets the requirements of Sections E.4.b and E.4.d without interviewing.
 6. While conducting the competitive or seniority selection process, management may assign a bargaining unit employee to the duties of an anticipated special assignment for up to thirty (30) calendar days.
 7. Special assignments cannot create an ethical conflict in the supervisory chain.
 8. Special assignments may be extended for periods of up to one (1) year for a total maximum of two (2) years in the special assignment.
 9. Upon completion of a special assignment, a bargaining unit employee may not be selected for any additional special assignments for at least twelve (12) months, unless no other bargaining unit employee applies who meets the requirements of Sections E.4.b and E.4.d of this Article.
 10. For purposes of this section, special assignments of a higher pay or pay band shall be accomplished through temporary promotion. Special assignments with duties of a higher pay band for a period in excess of thirty (30) consecutive calendar days must be made by temporary promotion. Management shall not rotate bargaining unit employees for less than thirty (30) calendar days solely to avoid a temporary promotion. The bargaining unit employee will receive all benefits associated with the temporary promotion beginning on the first day of the effective date of the temporary promotion. **(Union 10/29/19)**

~~For purposes of this section, special assignments of a higher pay or pay band shall be accomplished through temporary promotion. Special assignments with duties of a higher pay band for a period in excess of thirty (30) consecutive calendar days must be made by temporary promotion. Management shall not rotate bargaining unit employees for less than thirty (30) calendar days solely to avoid a temporary promotion. The bargaining unit~~

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~~employee will receive all benefits associated with the temporary promotion beginning on the first day of the effective date of the temporary promotion. (TSA 10/31/19; non-negotiable under Determination Section III.B.8.a).~~

11. Cessation of Special Assignments:

- a. Management may end a bargaining unit employee's special assignment at any time.
- b. A bargaining unit employee may submit a written request to end their participation in a special assignment. Management will approve the written request as soon as practicable.

ARTICLE 10: PARKING SUBSIDIES

- A. **PURPOSE:** TSA has determined that providing full parking subsidies for TSA bargaining unit employees at their airport duty stations is necessary to attract and retain qualified security screening personnel and to avoid significant impairment of TSA's operating efficiency at the nation's airports. The Parties recognize the value of subsidizing bargaining unit employees parking costs based on the varied schedule requirements of the workforce.
- B. Management will provide full parking subsidies to bargaining unit employees who park in designated lot(s)/areas at their airport duty stations (i.e., the bargaining unit employee will have no out-of-pocket expense).
- C. TSA will provide full parking subsidies for bargaining unit employees as set forth in Section B of this Article beginning within two (2) full pay periods of the date that the bargaining unit employee submits his/her required paperwork for the subsidy.
- D. To be eligible for parking subsidies, a bargaining unit employee must comply with the requirements of the parking subsidy program. TSA will provide bargaining unit employees requesting parking subsidies with electronic access to the bargaining unit employee requirements of the parking subsidy program. Parking provider rules may vary by specific airport parking locations.

E. UNION PARKING (Union 10/29/19)

- 1. At every Category X and I airport, TSA will provide one (1) unreserved parking space of union use as close as practicable to the airport. **(Union 10/29/19)**

~~At every Category X and I airport, TSA will provide one (1) unreserved parking space of union use as close as practicable to the airport. **(TSA Counter 10/29/19)**~~

- 2. In addition to any parking provided pursuant to Section E.1, TSA will provide one (1) unreserved parking space for union use as close as practicable to the airport for any airport that is the official duty station of an AFGE Local President or Council 100 Officer. **(Union 10/29/19)**

~~In addition to any parking provided pursuant to Section E.1, TSA will provide one (1) unreserved parking space for union use as close as practicable to the airport for any airport that is the official duty station of an AFGE Local President or Council 100 Officer. **(TSA Counter 10/29/19)**~~

ARTICLE 11: MATTERS SOLELY WITHIN THE CONTROL OF TSA MANAGEMENT: FACILITIES

A. PURPOSE:

1. The provisions agreed to below are matters solely under TSA's control and are enforceable by the Parties.
2. The Parties agree the matters listed in this Article are appropriate and beneficial to TSA and the bargaining unit employees. The Parties recognize that a safe and healthful work environment is valued by TSA, is necessary for the accomplishment of TSA's mission, and contributes to a high quality of work life for the bargaining unit employees.

Appropriate use of facilities within the control of TSA management will save time and energy and produce more efficient and effective working relationships. The Parties agree that appropriate use of TSA facilities by bargaining unit employees in connection with their work is appropriate and beneficial to TSA's mission.

- ### **B. RESPONSIBILITIES:**
- Bargaining unit employees should report known or suspected workplace hazards to management. Management is responsible for identifying workplace hazards, monitoring and reducing risks, and correcting unsafe conditions and practices in order to safeguard bargaining unit employees. Management is responsible for ensuring all bargaining unit employees receive training in safe and healthful practices, including instructions, work methods, and use of equipment.

C. GENERAL:

1. Temperature: TSA will make reasonable efforts to coordinate with worksite authorities to ensure that temperatures and humidity levels within TSA work areas do not impede the bargaining unit employees' performance of their duties. Where temperatures in TSA work areas consistently fail to meet the OSHA-recommended limits for the type of work being performed as provided in [TSA Management Directive 2400.1, Occupational Safety and Health Program](#), reasonable corrective measures will be taken to alleviate the problem, including but not limited to, working with the airport authority to alleviate the problem.
 - a. The FSD or designee will notify the AFGE Local President or designee of the efforts (e.g., contacting the airport authority) to resolve issues related to heating and air conditioning.
 - b. Bargaining unit employees may wear TSA-issued jackets as authorized in [Article 8, Uniforms and Uniform Allowances](#).
2. Lighting:
 - a. Unless superseded by future technology which renders such lighting unnecessary, TSA will provide fixed UV lights at airports where travel document checker ("TDC") workstations have been equipped with electrical power dedicated for the TDC workstations. Where electrical power is not readily available at the workstation, TSA will make reasonable efforts to obtain electrical power supply or install fixed, battery-operated UV lights.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

- b. TSA will provide supplemental task lighting at checkpoint and checked baggage physical inspection locations when TSA determines that general lighting is insufficient.
 - c. Glare: TSA will undertake reasonable efforts to minimize glare in bargaining unit employee work areas through:
 - i. placement of, for example, screens, shields, or other equipment to block glare; and/or
 - ii. work with the local airport authority and/or the appropriate third party to make alterations to facilities as needed.
3. Break Rooms: Where existing TSA-controlled space, funding, and infrastructure permit, TSA will equip break rooms under its control in accordance with TSA's Facility Program of Requirements with vending machines, refrigeration, microwave ovens and running water. Space plans and seating will be based on twenty (20) percent of the total on-duty staffing. Management will notify the AFGE local president or designee in advance of a plan for any break room infrastructure project over \$1,000.00 and the AFGE local president or designee will have an opportunity to review that plan.
4. Nursing Mother Facilities: TSA will provide facilities for nursing mothers consistent with TSA Management Directive 1100.63-1, *Absence and Leave/Handbook*, dated October 5, 2011. **(Union 11/13/19)**
- Nursing Mother Facilities: In accordance with TSA Policy, management will provide facilities for nursing mothers. **(TSA 11/7/19)**
- a. A bargaining unit employee will be allowed reasonable break time to express breast milk for one (1) year after the child's birth. These breaks will generally occur two (2) to three (3) times during an eight (8) hour shift.
 - b. Bargaining unit employees will be provided a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public which may be used to express breast milk. The room at a minimum will include: a door that locks from the inside, a standard electrical outlet (110V), a comfortable chair, a table or flat surface, trash can, paper towels, disinfectant wipes/cleaner, and close proximity to a sink and running water. **(Union 11/13/19)**
- Bargaining unit employees will be provided a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public which may be used to express breast milk. The room at a minimum should include: a door that locks from the inside, a standard electrical outlet (110V), a comfortable chair, a table or flat surface, trash can, paper towels, disinfectant wipes/cleaner, and close proximity to a sink and running water. **(TSA 11/7/19; maintain original CBA language)**
5. Lockers: Once per year, the FSD or designee will meet with the AFGE local president or designee to review the capacity of each local airport under the FSD or designee's area of responsibility to provide lockable lockers within the facility.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

6. The Parties will have a joint labor-management committee at the national level pertaining to health, safety, and wellness issues in the workplace (the “Health, Safety, and Wellness Committee”).
7. The Health, Safety, and Wellness Committee will have up to at least one (1) management representative from Security Operations and up to six (6) Union members, not including the Union Co-Chair, to review, discuss, and make recommendations on matters concerning, but not limited to:
 - a. Safety equipment (e.g., gloves, back braces, knee pads, safety glasses, lighting)
 - b. Radiation concerns (e.g., exposure, mitigation measures, equipment, dosimeters)
 - c. Health programs (e.g., gym memberships and discounts, walking clubs)
 - d. Wellness programs (e.g., smoking cessation courses, diabetes classes)
 - e. Workplace safety (e.g., cleanliness of the checkpoint, noise volume, air quality, flu exposure)
 - f. Training and education related to health, safety, and wellness issues (e.g. Family and Medical Leave Act (FMLA), workers’ compensation, Safety Information System)
 - g. Safety Action Teams
 - h. [Employee Assistance Program \(EAP\)](#)
 - i. [WorkLife 4 You Program](#), including child care services
8. One (1) management representative and four (4) union representatives shall constitute a quorum at a meeting of the Health, Safety, and Wellness Committee.
9. The Committee will have two (2) co-chairs: one (1) AFGE co-chair and one (1) management co-chair.
10. The Health, Safety, and Wellness Committee members will make earnest efforts to jointly craft recommendations. Either Co-Chair may request assistance from FMCS to facilitate reaching joint recommendations.
11. The Health, Safety, and Wellness Committee will submit any joint recommendations to the appropriate program office.
12. The Health, Safety, and Wellness Committee will hold two (2) meetings per year at TSA Headquarters or a no cost facility as mutually agreed upon by the Co-Chairs. Two (2) meetings per year will take place on Tuesdays, and Wednesdays, unless modified in accordance with Section C.14. The Mondays and Thursdays preceding and following the meeting will be reserved for travel to and from the meeting locations and pre- and post-meeting Health, Safety, and Wellness Committee work. Any other Health, Safety, and Wellness Committee meetings may be held by teleconference or videoconference at a time agreed upon by the Health, Safety, and Wellness Committee members. The length of these other meetings will also be agreed upon by the Health, Safety, and Wellness Committee Co-Chairs.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

13. The Health, Safety, and Wellness Committee will meet at least twice a year and AFGE representatives will participate on duty time. TSA will pay the travel and per diem expenses, if any, of AFGE's representatives.
14. Matters proposed for discussion by either party will be forwarded to the other party at least seven (7) calendar days prior to the meeting date. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties. Failure to provide appropriate topics within the prescribed timeframe may result in a modification to the length of the meeting.
15. The Committee will be briefed on health, safety, and wellness issues and concerns at each meeting.
16. At one (1) of the two (2) meetings per year, the Committee will receive a report from OSHE recapping the previous year's OSHA violations and workers' compensation data for bargaining unit employees.
17. Joint recommendations will be forwarded to the appropriate Assistant Administrator(s) for implementation. Within sixty (60) calendar days of receiving the joint recommendation, the appropriate Assistant Administrator(s) will reply to the Health, Safety, and Wellness Committee indicating acceptance or denial of the joint recommendation or to request additional information regarding the joint recommendation. If accepted, a joint recommendation will be implemented at the appropriate Assistant Administrator's direction. If the joint recommendation is denied, management will specify in writing, at the time denial is communicated, why management will not implement the joint recommendation and will refer it to the Health, Safety, and Wellness Committee for further deliberations.
18. If management implements a joint recommendation of the Health, Safety, and Wellness Committee, management will communicate that management has adopted a Health, Safety, and Wellness Committee recommendation to the entire bargaining unit via a TSA Broadcast Message within sixty (60) calendar days of the implementation. At a minimum, the message will state the following: "As a result of the recommendation of the Health, Safety, and Wellness Committee under the AFGE-TSA Bargaining Agreement ... "
19. AFGE agrees to notify management, in writing, of the names of the union representatives who will serve on the Health, Safety, and Wellness Committee. AFGE reserves the right to change any of the union representatives at any time. AFGE will normally provide management with notice of a change in Committee membership at least fourteen (14) calendar days before the Committee meeting.
20. Management agrees to notify AFGE, in writing, of the names of the management representatives who will serve on the Health, Safety, and Wellness Committee. Management reserves the right to change any of the management representatives at any time. Management will normally provide AFGE with notice of a change in Committee membership at least fourteen (14) calendar days before the Committee meeting.
21. The Health, Safety, and Wellness Committee members can request joint training on the subject(s) set forth as topics for discussion at the two (2) committee meeting(s). The training will be part of the meeting time. If determined appropriate by management, TSA may offer additional training to the Health, Safety, and Wellness Committee.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

22. Issuance of Airport Issued Identification (ID) Media-The following procedures regarding the requesting of airport-issued identification (ID) media for union representatives apply to the extent permitted by the applicable Airport Security Program:

- a. Individuals may request ID media to perform AFGE representational activities. The AFGE representative/POC will provide completed requests to the FSD or designee. Once a completed request is received, the FSD or designee will submit the request to the airport authority/operator.
- b. The FSD or designee will submit all completed requests for ID media to perform AFGE representational activities to the airport authority/operator.
- c. All bargaining unit employees, including those who serve as union representatives, will be permitted to complete the airport identification media application and renewal process while on duty.
- d. At each airport with a complete security program, AFGE may request escort privileges for bargaining unit employees designated by AFGE as local union officials. However, at CAT I, II, III, and IV airports, no more than five (5) AFGE-designated bargaining unit employees may maintain escort privileges at a time.

23. The parties understand that once the requested airport ID media has been issued:

- a. Entry to the sterile area will be through a screening checkpoint after submission to TSA screening.
- b. ID media issued to AFGE representatives will be included in each local TSA unit's annual audit of ID media.
- c. AFGE representatives who have received airport-issued ID media and who end their association with AFGE will follow the airport authority/operator rules for immediate return of the airport-issued ID media. AFGE national headquarters will provide regular updates to TSA of changes to representatives.
- d. AFGE is responsible for all costs and documentation associated with obtaining airport-issued ID media for staff representatives.

- e. Bargaining unit employees in possession of TSA-issued ID media may use their existing TSA-issued ID media when sterile area access is necessary to engage in union-related activities and perform representational duties (on or off duty) on behalf of bargaining unit employees. **(Union 11/13/19)**

~~Bargaining unit employees in possession of TSA-issued ID media may use their existing TSA-issued ID media when sterile area access is necessary to engage in union-related activities and perform representational duties (on or off duty) on behalf of bargaining unit employees. (TSA 10/24/19; non-negotiable under Determination Section III.B.7)~~

24. Access to TSA-Controlled Space for Union and Representational Activities: At each airport, the FSD or FSD's designee will establish a process for the submission, review, and approval/denial of requests for use of TSA-controlled space in accordance with the following: **(Union 11/13/19)**

~~Access to TSA Controlled Space for Union and Representational Activities: At each airport, the FSD or FSD's designee will establish a process for the submission, review, and approval/denial of requests for use of TSA-controlled space in accordance with the following: (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- a. ~~Process for submission of written requests (via email or other means) and for prompt response from TSA, including the justification in the event of denial of requested use. (Union 11/13/19)~~

~~Process for submission of written requests (via email or other means) and for prompt response from TSA, including the justification in the event of denial of requested use. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- b. ~~Requirement to include date, time, and location of activity. (Union 11/13/19)~~

~~Requirement to include date, time, and location of activity. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- c. ~~Name, title, and contact information of TSA official designated by the FSD to receive requests. (Union 11/13/19)~~

~~Name, title, and contact information of TSA official designated by the FSD to receive requests. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- d. ~~Such requests shall be made no later than forty-eight (48) hours in advance of the meeting's start time, absent exigent circumstances. Management may approve requests received less than forty-eight (48) hours in advance of the requested start time. (Union 11/13/19)~~

~~Such requests shall be made no later than forty-eight (48) hours in advance of the meeting's start time, absent exigent circumstances. Management may approve requests received less than forty-eight (48) hours in advance of the requested start time. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- e. ~~FSDs or their appointed designees should approve requests that are reasonable and do not disrupt or negatively impact operations. (Union 11/13/19)~~

~~FSDs or their appointed designees should approve requests that are reasonable and do not disrupt or negatively impact operations. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- f. ~~In the event meeting space is not available at the time requested, TSA will inform the union representative of times that the space is available for use. (Union 11/13/19)~~

~~In the event meeting space is not available at the time requested, TSA will inform the union representative of times that the space is available for use. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- g. ~~Management will allow the Union to use TSA-controlled space when it is available for membership drives at a location that will provide access to bargaining unit employees during break and lunch periods. If a membership drive is held in a break~~

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

room, all employees will be allowed access during these activities. Detailed arrangements will be coordinated at the local level according to the terms of this Article. **(Union 11/13/19)**

~~Management will allow the Union to use TSA-controlled space when it is available for membership drives at a location that will provide access to bargaining unit employees during break and lunch periods. If a membership drive is held in a break room, all employees will be allowed access during these activities. Detailed arrangements will be coordinated at the local level according to the terms of this Article. **(TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)**~~

- h. Off-duty bargaining unit employees who are conducting union/representational activities will have access to break areas. If such area is located in the sterile area, the bargaining unit employee will present his/her TSA-issued ID media and proceed through screening. Airport issued media will not be used for these purposes. **(Union 11/13/19)**

~~Off-duty bargaining unit employees who are conducting union/representational activities will have access to break areas. If such area is located in the sterile area, the bargaining unit employee will present his/her TSA-issued ID media and proceed through screening. Airport issued media will not be used for these purposes. **(TSA 10/24/19; non-negotiable under Determination Section III.B.7)**~~

- i. If a bargaining unit employee wishes to discuss representational matters with a Union representative in TSA-controlled facilities, such bargaining unit employee shall have the right to contact and meet with the Union representative on duty time. Normally, the bargaining unit employee will be released from his/her assignment when he/she requests to exercise this right, subject to operational requirements. The release should occur as soon as possible, but may be delayed for up to one (1) workday due to operational requirements. Such a delay in a bargaining unit employee's release will extend by one (1) workday any time limits that may apply to the representational matter when the time limits are under TSA control. **(Union 11/13/19)**

~~If a bargaining unit employee wishes to discuss representational matters with a Union representative, in TSA-controlled facilities, such bargaining unit the employee shall have the right to contact and meet with the Union representative on duty time. Normally, the bargaining unit employee will be released from his/her assignment when he/she requests to exercise this right, subject to operational requirements. The release should occur as soon as possible, but may be delayed for up to one (1) workday due to operational requirements. Such a delay in a bargaining unit employee's release will extend by one (1) workday any time limits that may apply to the representational matter when the time limits are under TSA control. **(TSA 10/24/19, move to Article 13, as modified)**~~

- j. If available, TSA will provide confidential meeting space during official hours of business, in areas under the control of TSA. If confidential space exists but is not available at the time requested, TSA will inform the union representative of time that the space is available for use. **(Union 11/13/19)**

~~If available, TSA will provide confidential meeting space during official hours of business, in areas under the control of TSA. If confidential space exists but is not available at the time requested, TSA will inform the union representative of time that the space is available for use. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

25. Emergency Preparedness Plans: TSA management at each airport will share TSA's emergency preparedness plan with the AFGE local president or designee for that airport and provide a briefing annually to update the AFGE local president or designee on any modifications or additions to the emergency preparedness plan.
 - a. Each checkpoint and baggage screening location will be stocked with an adequate first-aid kit stored in a location within ready access of bargaining unit employees.
 - b. Bargaining unit employees will be provided an annual walk-through for emergency preparedness.
26. Parking Facilities and Shuttle Service: The Parties agree that TSA will coordinate with worksite authorities on parking facilities for bargaining unit employees at each airport or work location. TSA will also coordinate with worksite authorities when there are concerns about shuttle bus/train services to/from parking lots. TSA will raise concerns about shuttle bus/train services to/from parking lots, sufficient lighting, security, and safety of the bargaining unit employee's person and property with appropriate authorities.
27. Radiation Monitoring and Abatement:
 - a. In accordance with the TSA Occupational Safety and Health Manual, Chapter 27, TSA will continue to routinely monitor radiation levels of all TSA-controlled equipment in use to ensure the safety of bargaining unit employees. The Parties agree that testing, service, and maintenance protocols must be maintained for all screening equipment, and the results shared with the Union, at least annually. TSA will respond promptly to reports or evidence of malfunctioning machines or increased radiation levels and undertake efforts to abate the problem.
 - b. TSA will conduct periodic, targeted dosimeter testing for sample groups of bargaining unit employees working at or near screening equipment. If such sampling finds radiation levels that exceed 21 CFR 1020.40 or ANSI/HPS 43.17-2009 requirements, TSA standards, or other applicable requirements, TSA will initiate an investigation and take appropriate steps to abate the problem. Additional concerns about matters pertaining to radiation monitoring and abatement will be referred to the joint committee on health and safety.
 - c. Bargaining unit employees wearing dosimeters at the direction of TSA will receive a copy of their individual dosimeter results with the following statement "You may choose to share these results with your local Union representative."
28. Management of Bargaining Unit Employee Work Areas: To the extent that an area is within the control of TSA management and consistent with policies and procedures outlined in the TSA Occupational Safety and Health Manual, Chapters 14 and 15, TSA will:
 - a. monitor indoor air quality to ensure safe, healthful air quality;

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- b. provide ergonomic equipment and facilities to bargaining unit employees as appropriate;
 - c. monitor noise levels and coordinate with worksite authorities to facilitate corrective actions to eliminate the hazard; and
 - d. address temperature extremes (e.g. cold and heat exposure).
29. When known or reported to management, TSA will make arrangements and precautions for bargaining unit employees who have had possible exposure on duty to communicable diseases reportable to the Centers for Disease Control and Preventions (CDC) consistent with guidance from the CDC.
30. TSA will provide bargaining unit employees with the opportunity to receive cost-free flu shots once per year, provided such services are available.
31. TSA will make reasonable efforts to coordinate with worksite authorities to mitigate bargaining unit employee exposure to insecticides and construction, renovation, maintenance, and cleaning chemicals in areas under TSA control.
32. TSA will make reasonable efforts to coordinate with worksite authorities to ensure that flooring in TSA work areas are properly cleaned and maintained.
33. New Facilities: When a determination is made to acquire new or additional facilities, or to modify an existing facility or work area, management will notify the AFGE local president or designee in advance of a plan for an infrastructure project over \$1,000.00 which substantially affects the working conditions of bargaining unit employees. The AFGE local president or designee will have an opportunity to review and provide input on that plan.
34. **Space and Equipment for AFGE Locals: (Union 11/13/19)**

~~Space and Equipment for AFGE Locals: (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- a. TSA will provide each bargaining unit employee who TSA allows to serve on official time on a full-time basis for the Union with work space. Where practicable, this space will allow for easy access to bargaining unit employees and will be located at the airport. If space is not available on-site, it will be provided at a TSA off-site location. The space will contain, at a minimum, a desk, chair, and file cabinet or other storage space. **(Union 11/13/19)**

~~TSA will provide each bargaining unit employee who TSA allows to serve on official time on a full-time basis for the Union with work space. Where practicable, this space will allow for easy access to bargaining unit employees and will be located at the airport. If space is not available on-site, it will be provided at a TSA off-site location. The space will contain, at a minimum, a desk, chair, and file cabinet or other storage space.~~

- b. TSA will provide each bargaining unit employee who TSA allows to serve on official time on a full-time basis for the Union with a computer with network access and a telephone with voice mail. Additional equipment may be furnished for the work area at the Union's expense consistent with available space. **(Union 11/13/19)**

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

~~TSA will provide each bargaining unit employee who TSA allows to serve on official time on a full time basis for the Union with a computer with network access and a telephone with voice mail. Additional equipment may be furnished for the work area at the Union's expense consistent with available space.~~

- c. Within sixty (60) days of the effective date of this Agreement, management will provide a work space for use by the Union at each CAT X airport. If space is not available on-site, it will be provided at a TSA off-site location. The work space will contain, at a minimum, a desk, a chair, a lockable file cabinet or other lockable storage space, a TSA-issued desktop/laptop, and, if available, network access. **(Union 11/13/19)**

~~Within sixty (60) days of the effective date of this Agreement, management will provide a work space for use by the Union at each CAT X airport. If space is not available on site, it will be provided at a TSA off site location. The work space will contain, at a minimum, a desk, a chair, a lockable file cabinet or other lockable storage space, a TSA issued desktop/laptop, and, if available, network access.~~

- d. **Work Space at CAT I Airports: (Union 11/13/19)**

~~Work Space at CAT I Airports: (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- i. The FSD or designee and the Union Local President or designee will meet to discuss work space and access to work space at CAT I airports. **(Union 11/13/19)**

~~The FSD or designee and the Union Local President or designee will meet to discuss work space and access to work space at CAT I airports. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- ii. Management will provide a lockable file and/or storage cabinet for use by the Union. **(Union 11/13/19)**

~~Management will provide a lockable file and/or storage cabinet for use by the Union. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- iii. Management will also provide a work space (on-site or off-site) to the Union Local when work space is available. If provided, work space will contain a desk, a chair, and, where available, a TSA issued desktop/laptop and network access. **(Union 11/13/19)**

~~Management will also provide a work space (on site or off site) to the Union Local when work space is available. If provided, work space will contain a desk, a chair, and, where available, a TSA issued desktop/laptop and network access. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- iv. When access to the work space is restricted, management will make reasonable efforts to provide the Union representative access to the work space. **(Union 11/13/19)**

~~When access to the work space is restricted, management will make reasonable efforts to provide the Union representative access to the work space. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- v. ~~If the work space is not available, the FSD or designee will notify the Union Local President in writing of the reason the work space is unavailable. (Union 11/13/19)~~

~~If the work space is not available, the FSD or designee will notify the Union Local President in writing of the reason the work space is unavailable. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- vi. ~~Where Management provides dedicated work space as of the effective date of the Agreement, management will not arbitrarily or unreasonably remove the Union's access to the space. (Union 11/13/19)~~

~~Where Management provides dedicated work space as of the effective date of the Agreement, management will not arbitrarily or unreasonably remove the Union's access to the space. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- e. ~~Upon request at CAT II, III and IV airports, management will provide a lockable file and/or storage cabinet for use by the union. (Union 11/13/19)~~

~~Upon request at CAT II, III and IV airports, management will provide a lockable file and/or storage cabinet for use by the union. (TSA 10/24/19; non-negotiable under Determination Section III.B.8.m)~~

- 35. ~~Management will adjust the schedule and tour of duty for union representative(s) as necessary to attend meetings scheduled by management, including internal investigative authorities, or a neutral third party external to TSA (e.g., EEOC, MSPB, and arbitrator). Such meetings may include grievance presentations, oral responses, formal discussions, and pre-decisional disciplinary meetings. This adjustment of tour of duty will not result in an increase/decrease in the bargaining unit employee's hours.~~

~~For such meetings scheduled by management, in those circumstances in which management determines that there are legitimate operational needs, management may adjust the tour of duty of the affected represented employee to coincide with the tour of duty of the union representative. (Union 11/13/19)~~

~~Management will adjust the schedule and tour of duty for union representative(s) as necessary to attend meetings scheduled by management, including internal investigative authorities, or a neutral third party external to TSA (e.g., EEOC, MSPB, and arbitrator). Such meetings may include grievance presentations, oral responses, formal discussions, and pre-decisional disciplinary meetings. This adjustment of tour of duty will not result in an increase/decrease in the bargaining unit employee's hours.~~

~~For such meetings scheduled by management, in those circumstances in which management determines that there are legitimate operational needs, management may adjust the tour of duty of the affected represented employee to coincide with the tour of duty of the union representative. (TSA 10/24/19)~~

**ARTICLE 12: MATTERS SOLELY WITHIN THE CONTROL OF TSA
MANAGEMENT: SERVICES FOR BARGAINING UNIT EMPLOYEE USE**

A. **PURPOSE:** The provisions agreed to below are matters solely under TSA's control and are enforceable by the Parties.

**B. DUES WITHHOLDING AND TIMELY AND PROPER PAYROLL SERVICES
(Union 12/6/19)**

~~**DUES WITHHOLDING AND TIMELY AND PROPER PAYROLL SERVICES (TSA
12/6/19; non-negotiable under Determination III.B.7)**~~

1. The Parties agree to the following regarding dues withholding: **(Union 12/6/19)**

~~The Parties agree to the following regarding dues withholding: **(TSA 12/6/19; non-negotiable under Determination III.B.7)**~~

a. A bargaining unit employee may have dues withheld through payroll deduction if the bargaining unit employee voluntarily completes TSA Form 1158-1, *Voluntary Deduction/Cancellation of AFGE Union Dues*, in accordance with the instructions in Sections I, II, III, and IV, of the TSA Form 1158-1, dated 9-2011. The date of the form may be revised as a result of a change described in Section B.8 below. **(Union 12/6/19)**

~~A bargaining unit employee may have dues withheld through payroll deduction if the bargaining unit employee voluntarily completes TSA Form 1158-1, *Voluntary Deduction/Cancellation of AFGE Union Dues*, in accordance with the instructions in Sections I, II, III, and IV, of the TSA Form 1158-1, dated 9-2011. The date of the form may be revised as a result of a change described in Section B.8 below. **(TSA 12/6/19; non-negotiable under Determination III.B.7)**~~

b. A bargaining unit employee may cancel payroll dues deductions by completing TSA Form 1158-1, *Voluntary Deduction/Cancellation of AFGE Union Dues*, in accordance with the instructions on the form. **(Union 12/6/19)**

~~A bargaining unit employee may cancel payroll dues deductions by completing TSA Form 1158-1, *Voluntary Deduction/Cancellation of AFGE Union Dues*, in accordance with the instructions on the form. **(TSA 12/6/19; non-negotiable under Determination III.B.7)**~~

c. For those bargaining unit employees who properly complete TSA Form 1158-1 requesting dues withholding, dues withholding will become effective the pay period following receipt of TSA Form 1158-1 by the office designated on Form 1158-1 and dues will be deducted each pay period. **(Union 12/6/19)**

~~For those bargaining unit employees who properly complete TSA Form 1158-1 requesting dues withholding, dues withholding will become effective the pay~~

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

period following receipt of TSA Form 1158-1 by the office designated on Form 1158-1 and dues will be deducted each pay period. (TSA 12/6/19; non-negotiable under Determination III.B.7)

- d. TSA will timely remit the dues deduction to AFGE in accordance with its arrangements with TSA. Each pay period at the national level, management will provide to AFGE national a dues report in excel format developed from information received from the National Finance Center (NFC), or successor entity, to include BUE name, airport code, and amount deducted. (Union 12/6/19)

~~TSA will timely remit the dues deduction to AFGE in accordance with its arrangements with TSA. Each pay period at the national level, management will provide to AFGE national a dues report in excel format developed from information received from the National Finance Center (NFC), or successor entity, to include BUE name, airport code, and amount deducted. (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- e. The Union will forward any completed TSA Form 1158-1 to the contact listed on TSA Form 1158-1 when such forms are submitted to the Union. (Union 12/6/19)

~~The Union will forward any completed TSA Form 1158-1 to the contact listed on TSA Form 1158-1 when such forms are submitted to the Union. (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- f. Bargaining unit employees who have elected to have dues withheld and who are reassigned or transfer from one airport to another will continue to have dues withheld. If there is a difference in the dues withholding amount at the gaining local, the change becomes effective the same pay period in which the transfer is processed. (Union 12/6/19)

~~Bargaining unit employees who have elected to have dues withheld and who are reassigned or transfer from one airport to another will continue to have dues withheld. If there is a difference in the dues withholding amount at the gaining local, the change becomes effective the same pay period in which the transfer is processed. (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- g. AFGE has the right to change the amount to be deducted when certified by AFGE at any time after the bargaining unit employee's membership begins. (Union 12/6/19)

~~AFGE has the right to change the amount to be deducted when certified by AFGE at any time after the bargaining unit employee's membership begins. (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- h. The TSA Payroll Office Processing Instructions contact listed on TSA Form 1158-1 may be changed at TSA's discretion. Management may only change the

contact information on the form, all other information will remain the same. TSA will notify the AFGE Council 100 President and the designated point of contact at the AFGE National Office at least ten (10) days in advance of the change. **(Union 12/6/19)**

~~The TSA Payroll Office Processing Instructions contact listed on TSA Form 1158-1 may be changed at TSA's discretion. Management may only change the contact information on the form, all other information will remain the same. TSA will notify the AFGE Council 100 President and the designated point of contact at the AFGE National Office at least ten (10) days in advance of the change. (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

2. The Parties agree to the following regarding timely and proper payroll services: **(Union 12/6/19)**

~~The Parties agree to the following regarding timely and proper payroll services: (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- a. TSA will make reasonable efforts to ensure that each bargaining unit employee receives his/her full compensation due (amount that was due based on payroll transmission) on the established payday at the electronic site designated by the employee. Bargaining unit employees are responsible for reviewing their electronic earnings and leave statements and notifying their local payroll point of contact of any discrepancies. **(Union 12/6/19)**

~~TSA will make reasonable efforts to ensure that each bargaining unit employee receives his/her full compensation due (amount that was due based on payroll transmission) on the established payday at the electronic site designated by the employee. Bargaining unit employees are responsible for reviewing their electronic earnings and leave statements and notifying their local payroll point of contact of any discrepancies. (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- b. When a bargaining unit employee does not receive proper base pay compensation on the established payday, TSA will, as soon as the payroll office is notified, authorize payment in accordance with established TSA practice and the bargaining unit employee will receive payment within three (3) to five (5) days. Pay discrepancies requiring investigation will be resolved expeditiously. **(Union 12/6/19)**

~~When a bargaining unit employee does not receive proper base pay compensation on the established payday, TSA will, as soon as the payroll office is notified, authorize payment in accordance with established TSA practice and the bargaining unit employee will receive payment within three (3) to five (5) days. Pay discrepancies requiring investigation will be resolved expeditiously. (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

C. WORKERS' COMPENSATION: (Union 12/6/19)

WORKERS' COMPENSATION:

1. The Parties agree to the following regarding workers' compensation: **(Union 12/6/19)**

~~The Parties agree to the following regarding workers' compensation: (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- a. When a bargaining unit employee reports a possible job-related injury as a result of his/her performance of duties, management will: **(Union 12/6/19)**

~~When a bargaining unit employee reports a possible job-related injury as a result of his/her performance of duties, management will: (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- i. Arrange for immediate medical care, if required, and transportation assistance, if necessary, for the bargaining unit employee. **(Union 12/6/19)**

~~Arrange for immediate medical care, if required, and transportation assistance, if necessary, for the bargaining unit employee. (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- ii. Complete Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, and notify the bargaining unit employee of his/her rights and benefits under the Federal Employees' Compensation Act; and **(Union 12/6/19)**

~~Complete Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, and notify the bargaining unit employee of his/her rights and benefits under the Federal Employees' Compensation Act; and (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- iii. Articulate the management and bargaining unit employee responsibilities for reporting and documenting the claim as detailed in TSA Management Directive 1100.00-6, Workers' Compensation Program, effective July 2, 2009 and associated Handbook unless otherwise superseded by law or regulation. **(Union 12/6/19)**

~~Articulate the management and bargaining unit employee responsibilities for reporting and documenting the claim as detailed in TSA Management Directive 1100.00-6, Workers' Compensation Program, effective July 2, 2009 and associated Handbook unless otherwise superseded by law or regulation. (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- b. A bargaining unit employee may use annual and sick leave in lieu of continuation of pay (COP) as described in TSA Management Directive 1100.00-6, *Workers'*

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

Compensation Program, effective July 2, 2009 unless otherwise superseded by law or regulation. Eligibility for COP is governed by the Federal Employees' Compensation Act and bargaining unit employees are generally eligible for up to forty-five (45) calendar days of pay, which is treated as salary and subject to the usual payroll deductions. **(Union 12/6/19)**

~~A bargaining unit employee may use annual and sick leave in lieu of continuation of pay (COP) as described in TSA Management Directive 1100.00-6, *Workers' Compensation Program*, effective July 2, 2009 unless otherwise superseded by law or regulation. Eligibility for COP is governed by the Federal Employees' Compensation Act and bargaining unit employees are generally eligible for up to forty-five (45) calendar days of pay, which is treated as salary and subject to the usual payroll deductions. **(TSA 12/6/19; non-negotiable under Determination III.B.7)**~~

- c. TSA shall offer limited duty assignments to bargaining unit employees who have approved DOL/OWCP claims consistent with TSA's legitimate operational needs. A bargaining unit employee who declines a limited duty position may be placed on LWOP while DOL/OWCP reviews the case and makes a decision on the bargaining unit employee's suitability for the limited duty assignment. **(Union 12/6/19)**

~~TSA shall offer limited duty assignments to bargaining unit employees who have approved DOL/OWCP claims consistent with TSA's legitimate operational needs. A bargaining unit employee who declines a limited duty position may be placed on LWOP while DOL/OWCP reviews the case and makes a decision on the bargaining unit employee's suitability for the limited duty assignment. **(TSA 12/6/19; non-negotiable under Determination III.B.7)**~~

- d. A bargaining unit employee may be offered a light duty position based on documented medical restrictions while the claim is being evaluated by DOL. Limited duty assignments will receive priority over light duty positions based on legitimate operational needs. **(Union 12/6/19)**

~~A bargaining unit employee may be offered a light duty position based on documented medical restrictions while the claim is being evaluated by DOL. Limited duty assignments will receive priority over light duty positions based on legitimate operational needs. **(TSA 12/6/19; non-negotiable under Determination III.B.7)**~~

- e. Information on forms, rights, and procedures related to workers' compensation will be maintained on iShare. TSA will provide to bargaining unit employees an annual reminder on access to these policies and procedures. **(Union 12/6/19)**

~~Information on forms, rights, and procedures related to workers' compensation will be maintained on iShare. TSA will provide to bargaining unit employees an~~

~~annual reminder on access to these policies and procedures. (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- f. In accordance with the TSA Workers' Compensation Program Handbook, effective July 2, 2009, unless otherwise superseded by law or regulation, bargaining unit employees will have the option to substitute COP for sick and/or annual leave used during the forty-five (45) day entitlement period. Requests for restoration of such sick/annual leave must be filed within one (1) year of the date the DOL/OWCP approves the claim. If forfeited annual leave exceeds the carryover provision, a separate request must be made to restore the forfeited leave in excess of the carryover amount. (Union 12/6/19)

~~In accordance with the TSA Workers' Compensation Program Handbook, effective July 2, 2009, unless otherwise superseded by law or regulation, bargaining unit employees will have the option to substitute COP for sick and/or annual leave used during the forty-five (45) day entitlement period. Requests for restoration of such sick/annual leave must be filed within one (1) year of the date the DOL/OWCP approves the claim. If forfeited annual leave exceeds the carryover provision, a separate request must be made to restore the forfeited leave in excess of the carryover amount. (TSA 12/6/19; non-negotiable under Determination III.B.7)~~

- D. **PERSONAL PROTECTIVE EQUIPMENT (PPE):** To assess and minimize the hazards that may be present in facilities under the control of TSA, TSA will:
1. At TSA's expense, make available approved PPE to bargaining unit employees as needed to perform their duties, consistent with Chapter 17, *Personal Protective Equipment*, of the TSA Occupational Safety and Health Manual. PPE may include, but is not limited to, hearing protection, respiratory protection, hand protection, eye and face protection, and head protection;
 2. Provide bargaining unit employees with training on the use, care, maintenance, and limitations of required and authorized voluntary-use PPE; and
 3. Ensure that PPE is safely stored, maintained, and removed from service when defects are noted.
 4. The Health, Safety, and Wellness Committee described in Article 11, will periodically review and evaluate the PPE program and provide recommendations to management.
 5. Bargaining unit employees will be able to wear protective respiratory masks (N95) as authorized by TSA Headquarters.
 6. Gloves: TSA will provide nitrile gloves to bargaining unit employees. TSA will provide alternate (e.g., non-allergenic) gloves to bargaining unit employees upon request consistent with Chapter 17, *Personal Protective Equipment*, of the TSA Occupational Safety and Health Manual.
- E. **MATS:** TSA will provide anti-fatigue mats at bargaining unit employee workstations where bargaining unit employees stand in one place for extended periods of time.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

- F. **WATER:** Consistent with TSA Policy, bargaining unit employees will have access to potable drinking water (*e.g.*, water coolers, water fountains, bottled water, water jugs), within two hundred (200) feet of the checkpoints or other work areas, at no cost to the bargaining unit employees.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

**ARTICLE 13: MATTERS SOLELY WITHIN THE CONTROL OF TSA
MANAGEMENT: COMMUNICATIONS**

A. The provisions agreed to below are matters solely under TSA's control and are enforceable by the Parties.

B. **COMMUNICATIONS:** The Parties agree that because of AFGE's status as the exclusive representative of bargaining unit employees, it is beneficial to foster communications between AFGE and bargaining unit employees. The following provisions are designed to foster communication consistent with TSA's mission.

C. **GENERAL:**

1. Union Bulletin Boards: In TSA-controlled areas, TSA may allow (where feasible) the Union to install up to two (2) lockable bulletin boards (approximately 24" x 36"), purchased by the Union, in every break room or equivalent space, in each airport/terminal. Such bulletin boards will be for the exclusive use of the Union.

2. Distribution of Union Information and Materials:

a. Postings and other materials distributed by the Union may not make defamatory or demeaning references to specific TSA officials or employees or contain Sensitive Security Information (SSI), Personally Identifiable Information (PII), profanity, or discriminatory references.

b. TSA will not alter or censor the content of communications between the Union and bargaining unit employees that meet the requirements of Section C.2.a.

c. In TSA-controlled areas, TSA may allow the Union to install a rack of reasonable size for union publications in break rooms. The Parties will mutually agree on the size of the rack and its placement.

d. Consistent with TSA Policy, bargaining unit employees may engage in reasonable use of TSA's fax machines that does not interfere with TSA operations or mission.

e. Bargaining unit employees may distribute union literature in TSA-controlled employee break rooms and other non-screening areas while off-duty.

f. TSA will create a folder within iShare for the AFGE Local Presidents or designee to post a reasonable number of announcements and relevant information. Upon written request to the FSD or designee, management will provide the AFGE Local President or designee with access to that folder at each airport in the jurisdiction of the AFGE Local. The written request must contain a list of the airports that are within the jurisdiction of the AFGE Local. **(Union 11/14/19)**

~~TSA will create a folder within iShare for the AFGE Local Presidents or designee to post a reasonable number of announcements and relevant information. Upon written request to the FSD or designee, management will provide the AFGE Local President or designee with access to that folder at each airport in the jurisdiction of the AFGE Local. The written request must contain a list of the airports that are~~

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

11. TSA management may establish or continue to use existing committees, task forces, or other groups of bargaining unit employees to meet and communicate with management officials. Bargaining unit employees will be on duty for such meetings.
 - a. The Parties will jointly select the bargaining unit employees serving on the following:
 - i. Scheduling Committees
 - ii. The National Advisory Council (NAC)
 - iii. The Diversity and Inclusion Council (D & I Council)
 - iv. Employee Advisory Councils; and
 - v. Safety Action Team
 - vi. Any other committees, task forces, and groups of employees that deal with topics within the scope of collective bargaining, that (a) may be established by TSA management, and (b) contain bargaining unit members. **(Union 12/7/19)**
~~Any other committees, task forces, and groups of employees that deal with topics within the scope of collective bargaining, that (a) may be established by TSA management, and (b) contain bargaining unit members. (TSA 12/7/19)~~
 - b. TSA may determine the eligibility requirements for membership on the committees, task forces, and groups of employees listed in Section C.11.a. above.
 - c. The Parties will not jointly select the bargaining unit employees serving on any committees, task forces, and groups of employees whose purpose is to deal solely with security matters and not with the topics of collective bargaining. **(Union 11/13/19)**
~~The Parties will not jointly select the bargaining unit employees serving on any committees, task forces, and groups of employees whose purpose is to deal primarily with security matters and not with the topics of collective bargaining. (TSA 10/22/19)~~
12. The Union will unilaterally select bargaining unit employees to serve on committees as follows:
 - a. The Union will continue to unilaterally select the bargaining unit employees to serve on the national level Uniform Committee set forth in Article 8, the Health, Safety, and Wellness Committee set forth in Article 11, and the Veterans Committee set forth in Article 13.
 - b. The Union will unilaterally select bargaining unit employees to serve on committees as mutually agreed upon by TSA management and the Union.
13. Twice per year TSA will provide the Union with a list of all bargaining unit employees by airport location, title, full- or part-time status, and include their TSA email addresses, subject to appropriate SSI restrictions. AFGE will safeguard this information consistent with applicable SSI requirements.
14. TSA will include the name, title, and contact telephone number of the AFGE Local Union Representatives in the TSA telephone directory/contact list at each airport.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

15. Vacancy Announcements: All vacancy announcements for bargaining unit positions will include information that the position is in the bargaining unit for which AFGE is the exclusive representative.
16. If one or more bargaining unit employees attend a town hall meeting, at least one (1) bargaining unit employee who is a union representative and otherwise on-duty at that airport and designated by the AFGE Local President will be given the opportunity to attend the town hall meeting. Designated union representatives not on duty will also be permitted to attend.
17. Veterans Committee:
- a. The Parties will establish a Veterans Committee made up of at least one (1) management representative and up to six (6) Union members, not including the Union Co-Chair, to review and receive recommendations from the Union, at the national level, on matters including but not limited to:
 - i. Communications with the bargaining unit regarding the Uniformed Services Employment and Reemployment Rights Act (USERRA)
 - ii. Communications with the bargaining unit regarding veteran's benefits (e.g., military buyback program)
 - iii. Health and Welfare issues related to veterans (e.g., leave issues, reentry to civilian life following deployment)
 - iv. Veterans appreciation activities
 - v. Peer to peer counseling services
 - vi. Other related matters
 - b. One (1) management representative and four (4) union representatives shall constitute a quorum at a meeting of the Veterans Committee.
 - c. The Committee will have two (2) co-chairs: one (1) AFGE co-chair and one (1) management co-chair.
 - d. The Veterans Committee members will make earnest efforts to jointly craft recommendations. Either Co-Chair may request assistance from FMCS to facilitate reaching joint recommendations.
 - e. The Veterans Committee will hold two (2) meetings per year at TSA Headquarters or at a no cost facility as mutually agreed to by the Co-Chairs. The meetings will take place on Tuesdays and Wednesdays unless modified in accordance with Section C.17.f. The Mondays and Thursdays preceding and following the meeting dates will be reserved for travel to and from the meeting locations and pre- and post-meeting Veterans Committee work. Any other Veteran Committee meetings may be held by teleconference or videoconference at a time agreed upon by the Veterans Committee Co-Chairs. The length of these other meetings will also be agreed upon by the Veterans Committee Co-Chairs.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

- f. The Veterans Committee will meet at least twice a year and AFGE representatives will participate on duty time. TSA will pay the travel and per diem expenses, if any, of AFGE's representatives.
- g. Matters proposed for discussion by either party will be forwarded to the other party at least seven (7) calendar days prior to the meeting date. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties. Failure to provide appropriate topics within the prescribed timeframe may result in a modification to the length of the meeting.
- h. The Veterans Committee will be briefed on veterans' issues and concerns at each meeting.
- i. Joint recommendations will be forwarded to the appropriate Assistant Administrator(s) for implementation. Within sixty (60) calendar days of receiving the joint recommendation, the appropriate Assistant Administrator(s) will reply to the Veterans Committee indicating acceptance or denial of the joint recommendation or to request additional information regarding the joint recommendation. If accepted, a joint recommendation will be implemented at the appropriate Assistant Administrator's direction. If the joint recommendation is denied, management will specify in writing, at the time denial is communicated, why management will not implement the joint recommendation and will refer it to the Veterans Committee for further deliberations.
- j. If management implements a joint recommendation of the Veterans Committee, management will communicate that management has adopted a Veterans Committee recommendation to the entire bargaining unit via a TSA Broadcast Message within sixty (60) calendar days of the implementation. The message will state the following: "As a result of the recommendation of the Veterans Committee under the AFGE-TSA Collective Bargaining Agreement, TSA . . . "
- k. AFGE agrees to notify management, in writing, of the names of the union representatives who will serve on the Veterans Committee. AFGE reserves the right to change any of the union representatives at any time. AFGE will normally provide management with notice of a change in Veterans Committee membership within fourteen (14) calendar days before a Veterans Committee meeting.
- l. Management agrees to notify AFGE, in writing, of the names of the management representatives who will serve on the Veterans Committee. Management reserves the right to change any of the management representatives at any time. Management will normally provide AFGE with notice of a change in Veterans Committee membership within fourteen (14) calendar days before a Veterans Committee meeting.

18. UNION REPRESENTATIVE DATA: Within sixty (60) days of the effective date of the CBA, each AFGE local will provide to the FSD or designee and LMR a list of the names, titles, and airport of local union representatives within the local. The AFGE local will provide the FSD or designee and LMR a written update of any changes to this list within fourteen (14) days of the date of the change.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

**ARTICLE 14: MATTERS SOLELY WITHIN THE CONTROL OF TSA
MANAGEMENT: DISTRIBUTION OF COLLECTIVE BARGAINING AGREEMENT**

- A. The provisions agreed to below are matters solely under TSA's control and are enforceable by the parties.
- B. **Electronic Distribution:** TSA will post the collective bargaining agreement on TSA's iShare site. The posted collective bargaining agreement will have hyperlink ability to assist in navigating through the collective bargaining agreement. Each new hire bargaining unit employee will be provided with the hyperlink to the collective bargaining agreement.
- C. AFGE will be responsible for the printing costs associated with the ratification copies of the collective bargaining agreement. TSA will assist with the distribution of ratification copies and providing reasonable storage space.
- D. COLLECTIVE BARGAINING AGREEMENT JOINT BRIEFINGS:**
1. The Parties recognize it is in their mutual interest to provide bargaining unit employees and TSA management with information about the collective bargaining agreement. Therefore:
 - a. The parties agree to jointly develop and conduct briefings to educate bargaining unit employees and management on the collective bargaining agreement. Each briefing will not exceed two (2) days in duration.
 - i. Within 60 days of the effective date of the collective bargaining agreement, the TSA Labor Management Relations Director or designee and AFGE Council 100 President or designee will jointly prepare a briefing that will be presented to bargaining unit employees and management.
 - ii. Union representatives presenting the joint briefings with management will do so on duty time.
 - iii. Up to 460 bargaining unit employees, as designated by AFGE Council 100, will be approved to attend joint collective bargaining agreement briefings annually, subject to operational needs. Bargaining unit employees designated to attend the collective bargaining agreement briefing will be permitted to attend one briefing per year. Briefing attendance will be on duty time.
 - iv. AFGE will make every reasonable effort to designate bargaining unit employees who are locally available for participation. If travel by a bargaining unit employee is necessary to attend these briefings, travel will be on the employee's own time and TSA will not incur any cost associated with bargaining unit employee travel for the briefing.
 - v. The TSA Labor Management Relations Director or designee and the AFGE Council 100 President or designee will coordinate the scheduling of the joint briefings and the number of presenters who will conduct each briefing.
 - b. The AFGE Council 100 President or designee will designate up to twelve (12) Council 100 Officers and/or Local Presidents or designees to conduct joint collective bargaining agreement briefings and will communicate those names to the

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

TSA Labor Management Relations Office. The names of the Council 100 Officers and/or Local Presidents or designees who will be conducting each individual briefing will be communicated to the TSA Labor Management Relations Office no later than ten (10) business days prior to the scheduled briefing date.

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

APPENDIX A: SHOE STYLE GUIDE



#1



#2



#3



#4

The style examples in the Appendix are illustrative and provided solely to represent some, but not all, types of acceptable footwear to be purchased by Transportation Security Officers and work while in uniform. TSA does not endorse any particular brand.

APPENDIX A: SHOE STYLE GUIDE



#5 is acceptable if lettering on label is blacked-out.



#6 is acceptable if heel height is not higher than 2 inches.



#7



#8 is acceptable if writing is blacked-out or covered by trousers. Not authorized for wear with shorts.

The style examples in the Appendix are illustrative and provided solely to represent some, but not all, types of acceptable footwear to be purchased by Transportation Security Officers and work while in uniform. TSA does not endorse any particular brand.

APPENDIX A: SHOE STYLE GUIDE



#9



#10



#11 is acceptable if logo is blacked-out.



#12

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APPENDIX A: SHOE STYLE GUIDE



#13



#14



#15



#16

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APPENDIX A: SHOE STYLE GUIDE



#17



#18 is acceptable if writing is blacked-out.



#19



#20 is acceptable if writing is blacked-out

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APPENDIX A: SHOE STYLE GUIDE



#21 is acceptable if writing is blacked-out



#22 is acceptable if the heel height does not exceed 2". Not authorized for wear with shorts.



#23



#24

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APPENDIX A: SHOE STYLE GUIDE



#25



#26



#27



#28



#29



#30

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APPENDIX A: SHOE STYLE GUIDE



#31 is acceptable is writing is blacked out



#32



#33 is acceptable if heel height does not exceed 2”
Not authorized for wear with shorts.



#34

The style examples in the Appendix are illustrative and provided solely to represent some, but not all, types of acceptable footwear to be purchased by Transportation Security Officers and work while in uniform. TSA does not endorse any particular brand.

APPENDIX A: SHOE STYLE GUIDE



#35



#36



#37 is acceptable if heel height does not exceed 2". Not authorized for wear with shorts.



#38

The style examples in the Appendix are illustrative and provided solely to represent some, but not all, types of acceptable footwear to be purchased by Transportation Security Officers and work while in uniform. TSA does not endorse any particular brand.

APPENDIX A: SHOE STYLE GUIDE



#39



#40 is acceptable if heel height does not exceed 2”
Not authorized for wear with shorts.



#41



#42

The style examples in the Appendix are illustrative and provided solely to represent some, but not all, types of acceptable footwear to be purchased by Transportation Security Officers and work while in uniform. TSA does not endorse any particular brand.

APPENDIX B: INVESTIGATIONS

A. When an employee is interviewed by the Agency and the employee is the subject of an investigation, the employee will be informed of the general nature and purpose of the matter (i.e., criminal or administrative misconduct) being investigated, whether or not the interview is related to possible criminal misconduct by him/her and whether the interview is voluntary or involuntary. This notice shall be on a form (see Appendix B, *infra*) and shall be signed and dated by the investigator and the employee at the outset of the interview. The original will be part of the record and a copy will be given to the employee. **(Union 12/7/19)**

B. If there are video or audio surveillance recordings concerning the nature of the investigation, such recordings will be made available for review by the employee prior to the investigative/administrative interview and prior to providing a written statement. **(Union 12/7/19)**

C. **Employee Weingarten Rights:** When the Agency conducts an interview of an employee and the employee is a potential recipient of any form of discipline or adverse action, the Agency shall advise the employee of his/her right to union representation prior to the commencement of questioning. This notice shall be on a form (see Appendix B, *infra*) that the employee signs at the beginning of the interview and is witnessed by the investigator. **(Union 12/7/19)**

1. If the employee exercises his or her option to have union representation present, the employee will have a reasonable period of time to secure Union representation. **(Union 12/7/19)**
2. The arrangements made to accommodate Union representation in subsection (1) above may not cause an unnecessary delay prompting an obstruction of the Agency's investigation. **(Union 12/7/19)**
3. Where a representative of the Agency denies an employee the opportunity to be represented by the Union during an interview, the employee will be provided with the reason for the denial in writing. **(Union 12/7/19)**
4. The Agency will annually inform employees of their rights to Union representation. **(Union 12/7/19)**

D. **Third Party Witness Interviews:** Prior to beginning interviews with employees who are being interviewed as third-party witnesses, the Agency will provide employees with a form (see Appendix B, *infra*), which shall be signed and dated by the investigator and the employee at the outset of the interview. The original will be part of the record and a copy will be given to the employee. **(Union 12/7/19)**

APPENDIX B: INVESTIGATIONS

E. Miranda Rights: When an employee who is the subject of a criminal investigation is interviewed in the custody of the Agency, the employee shall be given a statement of his/her U.S. Constitutional rights in writing on a form (see Appendix B, *infra*) prior to commencement of questioning. The form shall be signed and dated by the investigator. The employee shall sign the statement of rights and indicate if (s)he is waiving these rights, and the form shall be witnessed by two individuals. The original will be part of the record and a copy will be given to the employee. **(Union 12/7/19)**

F. Garrity Rights: In a non-custodial interview involving possible criminal matters, an employee will be advised in writing of his/her rights and the consequences of refusing to answer the questions posed to him/her on the grounds that the answers may tend to incriminate him/her. The notice shall be on a form (see Appendix B, *infra*) that the employee signs and dates prior to the commencement of questioning. The form shall also be signed and dated by the investigator. The original will be part of the record and a copy will be given to the employee. **(Union 12/7/19)**

G. Kalkines Rights: In an interview involving possible criminal matters, where prosecution has been declined by the appropriate authority, an employee will be required to answer questions only after the Agency representative has provided the employee with a written declination of prosecution. Under 18 U.S.C. § 6003, no official of the Agency is authorized to grant criminal immunity, which is a matter totally within the control of the U.S. Attorney and the appropriate Division within the Department of Justice. Agency investigators may, however, inform employees that the U.S. Attorney has declined criminal prosecution in a matter under investigation. Prior to requiring an employee to answer under such circumstances, the Agency representative shall inform the employee that his/her statements concerning the allegations given during the interview cannot and will not be used against the employee in a subsequent criminal proceeding, except for possible perjury charges for any false answers given during the interview. This notice shall be on a form (see Appendix B, *infra*) which shall be signed and dated by the employee at the outset of the interview. The form shall also be signed and dated by the investigator. The original will be part of the record and a copy will be given to the employee. **(Union 12/7/19)**

In any interview where the employee is not the subject of a criminal investigation, or when an employee has been advised of his/her rights under this section, the Agency representative has the authority to inform the employee that: **(Union 12/7/19)**

1. The employee must disclose any information known to him or her concerning the matter being investigated; **(Union 12/7/19)**
2. The employee must answer any question posed regarding any matter which has a reasonable relationship to matters of official interest and may properly refuse to answer questions regarding matters in which the Agency has no official interest; **(Union 12/7/19)**

APPENDIX B: INVESTIGATIONS

3. The employee's failure or refusal to answer such questions may result in disciplinary or adverse actions; **(Union 12/7/19)**

4. A false answer to any such question may result in criminal prosecution; **(Union 12/7/19)**

5. The employee may discuss the matters raised in the interview with the Union, but not with other employees until the investigation is completed; and **(Union 12/7/19)**

6. When an employee refuses to answer a question in accordance with this section, the Agency representative shall inform the employee of his/her obligation to answer. **(Union 12/7/19)**

APPENDIX B: INVESTIGATIONS

GENERAL NOTICE (Union 12/7/19)

I am investigating the alleged _____ (theft, misuse, loss, etc.).

You, _____ [insert employee’s name] _____, are the subject of the investigation concerning this matter.

One of the following must be checked:

_____ The general nature of this matter is criminal.

_____ The general nature of this matter is administrative.

One of the following must be checked:

_____ The interview is related to possible criminal misconduct by you.

_____ This interview is not related to possible criminal misconduct by you.

One of the following must be checked:

_____ This interview is voluntary.

_____ This interview is involuntary.

Signature of Investigator

Date

RECEIPT BY EMPLOYEE

Signature of Employee

Date

(Union 12/7/19)

Note: Highlighted sections are not agreed to and have been submitted to arbitration. The highlighted sections are not subject to ratification.

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APPENDIX B: INVESTIGATIONS

WEINGARTEN RIGHTS (Union 12/7/19)

EMPLOYEE NOTIFICATION REGARDING UNION REPRESENTATION

[Redacted]

You have the right to be represented during this interview by a person designated by the exclusively recognized labor organization, the American Federation of Government Employees (AFGE), if:

(a) you reasonably believe that the results of this interview may result in disciplinary action against you; and

(b) you request representation

Signature of Investigator

Date

RECEIPT BY EMPLOYEE

I acknowledge receipt of the aforementioned notification of my right to representation.

Signature of Employee

Date

(Union 12/7/19)

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APPENDIX B: INVESTIGATIONS

THIRD PARTY WITNESS INTERVIEW NOTIFICATION (Union 12/7/19)

You are not currently the subject of this this investigation; however, you may be held responsible for any false statements you make. Therefore, if any time during the interview you reasonably believe that you may be subjected to discipline as a result of your statements, you may request representation by the exclusively recognized labor organization, the American Federation of Government Employees (AFGE).

Signature of Investigator

Date

RECEIPT BY EMPLOYEE

I acknowledge receipt of the aforementioned notification of my rights

Signature of Employee

Date

(Union 12/7/19)

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APPENDIX B: INVESTIGATIONS

MIRANDA RIGHTS (Union 12/7/19)

WAIVER OF RIGHT TO REMAIN SILENT AND OF RIGHT TO ADVICE OF COUNSEL

STATEMENT OF RIGHTS

Before we ask you any questions, it is my duty to advise you of your rights.

You have the right to remain silent.

Anything you say can be used against you in court or other proceedings.

You have the right to consult a lawyer before making any statement or answer any question, and may have him/her present with you during questioning.

You may have a lawyer appointed by the U.S. Magistrate or the court to represent you if you cannot afford or otherwise obtain one.

If you decide to answer questions now with or without a lawyer, you still have the right to stop the questioning at any time or to stop the questioning for the purpose of consulting a lawyer.

However, you may waive the right to advice of counsel and your right to remain silent, and you may answer questions or make a statement without consulting a lawyer if you so desire.

Signature of Investigator

Date

*

WAIVER

I have had the above statements of my rights read and explained to me and fully understand these rights. I waive them freely and voluntarily, without threat or intimidation and without any promise of reward or immunity. I was taken into custody at _____ (time) on _____ (date) and have signed this document at _____ (time), on _____ (date).

(name)

WITNESSES:

(name)

(Union 12/7/19) (name)

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APPENDIX B: INVESTIGATIONS

GARRITY RIGHTS (Union 12/7/19)

You have the right to remain silent if your answers may tend to incriminate you.

Anything you say may be used as evidence later in an administrative proceeding or any future criminal proceeding involving you.

If you refuse to answer the questions posed to you on the grounds that the answers may tend to incriminate you, you cannot be discharged solely for remaining silent. However, your silence can be considered in an administrative proceeding for its evidentiary value that is warranted by the facts surrounding your case.

Signature of Investigator

Date

RECEIPT BY EMPLOYEE

I have been given the above warning at the beginning of the interview held on _____ (date).

Signature of Employee

Date

(Union 12/7/19)

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APPENDIX B: INVESTIGATIONS

KALKINES RIGHTS (Union 12/7/19)

STATEMENT OF RIGHTS AND OBLIGATIONS

Before we ask you any questions, it is my obligation to inform you of the following:

The U.S. Attorney has declined criminal prosecution in the matter under investigation.

You are here to be asked questions pertaining to your employment with TSA and the duties that you perform for TSA. You have the option to remain silent, although you may be subject to removal from your employment by the Agency if you fail to answer material and relevant questions relating to the performance of your duties as an employee. You are further advised that the answer you may give to the questions propounded to you at this interview or any information or evidence which is gained by reason of your answers may not be used against you in a criminal proceeding except that you may be subject to a criminal prosecution for any false answer that you may give.

Signature of Investigator

Date

RECEIPT BY EMPLOYEE

I have been given the above Statement of Rights and Obligations at the beginning of the interview held on _____.

Signature of Employee

Date

(Union 12/7/19)

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AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO