



AFGE-TSA — Contract —

Incorporating 2017 Settlement Agreement Provisions

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



ARTICLE 1: PERFORMANCE MANAGEMENT PROCESS

A. PURPOSE:

1. This Article establishes the performance management process that provides bargaining unit employees with opportunities for feedback to keep them advised of performance expectations, their current performance and, when necessary, assistance in improving that performance, as more fully described within this Article.
2. The performance management system is called the “Transportation Officer Performance System” (TOPS).
3. The annual proficiency review (commonly referred to as re-certification), is not a part of the pay-for-performance program and will not affect annual performance ratings and any associated payouts. (Union proposal 11.12.15)(Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)
~~The annual proficiency review (commonly referred to as re-certification), is not a part of the pay-for-performance program and will not affect annual performance ratings and any associated payouts. (10/3/16 TSA maintains 12/9/15 response; not negotiable)~~
4. The performance management system will emphasize:
 - a) Continuous communication;
 - b) Bargaining unit employee development;
 - c) Administrative simplicity;
 - d) A role of the first line supervisor is coaching, mentoring, and providing feedback consistent with this Article;
 - e) Bargaining unit employee input and co-worker input consistent with this Article;
 - f) Bargaining unit employee contributions and performance;
 - g) Encouragement of individual and group achievement of TSA’s mission;
5. Because the performance management process as set forth in this Article is intended to be innovative and evolutionary in nature, and because its effectiveness is critical to TSA achieving its mission, the Parties will continue to examine opportunities for improving the performance management process at TSA.

B. DEFINITIONS:

1. **Performance Appraisal Period:** The period of time established for reviewing employee performance; i.e., October 1 through September 30.

2. **Performance Plan:** A written plan that describes the performance expectations (individual performance goals, core competencies, and associated performance standards) that are to be met during the performance appraisal period. (Union Proposal 10.8.15) (Union proposal 11/18/15) (Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

~~**Performance Plan:** A written plan that describes the performance expectations (individual performance goals, core competencies, and associated performance standards) that are to be met during the performance appraisal period. (10/3/16 TSA maintains 12/9/15 response; not negotiable)~~

Performance Planning Meeting: A meeting at the beginning of the performance cycle between a rating official and an employee to discuss all elements of the employee's performance plan including individual performance goals and core competencies for the upcoming performance period. (Union Proposal 10.8.15) (Union proposal 11/18/15) (Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

~~**Performance Planning Meeting:** A meeting held at the beginning of the appraisal period between the rating official and bargaining unit employee to discuss all elements of the bargaining unit employee's performance plan. (10/3/16 TSA maintains 9/26/16 TSA Counter; see also Section E.1)~~

4. **Performance Rating Level:** A designation used to rate the employee's performance for each performance goal and core competency. (Union proposal 11/18/15) (Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

~~**Performance Rating Level:** A designation used to rate the employee's performance for each performance goal and core competency. (10/3/16 TSA maintains 12/9/15 response; not negotiable)~~

5. **Progress Review:** A formal, documented discussion between a Bargaining Unit Employee and his or her rating official about the Bargaining Unit Employee's actual performance as compared to his/her performance plan for the remainder of the performance appraisal period. (Union Proposal 10.8.15) (Union proposal 11/18/15) (Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

~~**Progress Review:** A formal, documented discussion between a bargaining unit employee and his/her rating official about the bargaining unit employee's actual performance as compared to the performance expectations set forth in the bargaining unit employee's performance plan and expectations for the remainder of the performance appraisal period that outlines measures to correct any performance deficiencies, improve performance that is otherwise acceptable, and recognize high-level performance. (10/3/16 TSA Counter;~~

linked to Section E.G)

- 6. Rating of Record:** A written performance appraisal prepared at the end of the performance appraisal period that covers a Bargaining Unit Employee's performance of assigned duties against his/her performance plan over the applicable performance appraisal period and includes the assignment of a summary rating. (Union Proposal 10.8.15) (Union proposal 11/18/15) (Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

~~**Rating of Record:** A written performance appraisal prepared at the end of the performance appraisal period that covers a Bargaining Unit Employee's performance of assigned duties against his/her performance plan over the applicable performance appraisal period and includes the assignment of a summary rating (10/3/16 TSA maintains 12/9/15 response; not negotiable)~~

- 7. Rating Official:** Designated supervisory official (an employee's first line supervisor) with authority to develop a specific employee's performance plan, observe and evaluate that employee's performance, and prepare the employee's rating of record. (Union Proposal 10.8.15) (Union proposal 11/18/15)(Union proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

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- 8. Reviewing Official:** Designated supervisory official with authority to resolve disputes between the Rating Officials and the Bargaining Unit Employees. Reviewing officials are not permitted to change the score unless the bargaining unit employee raises a dispute. (Union Proposal 10.8.15) (Union proposal 11/18/15) (Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

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- 9. Self-Assessment:** A bargaining unit employee's voluntary written review of his/her performance of assigned duties and responsibilities.

- 10. Summary Rating:** A summary of the bargaining unit employee's overall performance during the performance period/cycle. (Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

Summary Rating: A summary of the bargaining unit employee's overall performance during the performance period/cycle. (10/3/16 TSA maintains 12/9/15 response; not negotiable)

C. GENERAL PRINCIPLES:

1. At the beginning of each performance year, Management will establish and communicate performance standards and expectation specific, measurable, achievable, realistic, and time-bound (SMART). (Union proposal 10.8.15; same as current CBA language) (Union proposal 11/18/15) (Union Proposal 12/8/15; same as current CBA language) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

~~At the beginning of each performance year, Management will establish and communicate performance standards should be specific, measurable, achievable, realistic, and time-bound (SMART). (10/3/16 TSA maintains 12/9/15 Counter; not negotiable; please see TSA's Counter in Section E.1)~~

2. Management will provide bargaining unit employees with established benchmarks toward which the bargaining unit employee can aim his or her performance.

3. Performance measures in terms of quality, quantity, or timeliness, must provide a reasonable basis of assessing performance competencies and goals. (Union proposal 10.8.15; same as current CBA language) (Union Proposal 12/8/15; same as current CBA language) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

~~Performance measures in terms of quality, quantity, or timeliness, must provide a reasonable basis of assessing performance competencies and goals. (10/3/16 TSA maintains 10/27/15 TSA response; not negotiable)~~

4. All changes in working procedures will be published in writing and made available to bargaining unit employees before the new procedures are used to evaluate performance.
5. When evaluating performance, Management shall rely on the Rating Official's observations and/or documented behaviors. (Union proposal 10.8.15) (Union proposal 11/18/15)(Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16; same as the current CBA except "Agency" was replaced with "Management") (Union maintains 10/1/16)

~~When evaluating performance, Management shall rely on the Rating Official's observations and/or documented behaviors. (10/3/16 TSA maintains 12/9/15 Counter; please see TSA Counter in Section J.3)~~

6. When evaluating performance, management shall not hold bargaining unit employees accountable for factors which may affect their performance ratings that are beyond the control of the bargaining unit employee.
7. A bargaining unit employee is responsible for promptly notifying rating officials about factors that interfere with his/her ability to perform his/her duties at the level of performance required by his/her performance plan.
8. Bargaining Unit Employee competencies and goals will be relevant and have a nexus to the Bargaining Unit Employee's position and duties. (Union proposal 10.8.15; same as current CBA language) (Union proposal 11/18/15) (Union proposal 12/9/15 @ 10:33 pm; Union Proposal 12/8/15; same as current CBA language except "employees" to "Bargaining unit employees") (Union maintains proposal 9/14/16) (Union maintains 10/1/16)
~~Bargaining Unit Employee competencies and goals will be relevant and have a nexus to the Bargaining Unit Employee's position and duties. (10/3/16 TSA maintains 10/27/15 TSA deletion; not negotiable)~~
9. Approved leave will not negatively impact a bargaining unit employee's performance rating.
10. The Parties recognize that bargaining unit employee performance records must be safeguarded and handled appropriately in accordance with TSA Management Directive 3700.4, *Handling Sensitive Personally Identifiable Information*.
11. Management will establish and announce at the beginning of the performance period/cycle, the summary rating levels and pay-for-performance pay out levels which management will use at the end of the performance period/cycle. Management will not impose limitations such as caps curves or forced distribution when rating bargaining unit employees. Pay increase and/or performance award will be based solely on the employee's Final Rating of Record (i.e., Achieved Excellence, Exceeded Expectations, and Achieved Expectations). This methodology will be consistently applied nationwide.
 1. Employees with the same Final Rating of Record will receive the same pay increase and/or performance award amounts.
 2. Employees who earn a Final Rating of Record of Achieved Excellence or Exceeded Expectations will receive a pay increase and a performance award.
 3. Employees who earn a Final Rating of Record of Achieved Expectations will receive a performance award.
 4. The amounts of the pay increases and awards will be announced at the end of the rating period.

(Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union Proposal 9/14/16; the portion in red was adopted from TSA Deputy Administrator Gowadia's broadcast

message August 2016) (Union maintains 10/1/16)

Management will establish and announce at the beginning of the performance period/cycle, the summary rating levels and pay for performance pay out levels which management will use at the end of the performance period/cycle. Management will not impose limitations such as caps curves or forced distribution when rating bargaining unit employees. Pay increase and/or performance award will be based solely on the employee's Final Rating of Record (i.e., Achieved Excellence, Exceeded Expectations, and Achieved Expectations). This methodology will be consistently applied nationwide.

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8. The amounts of the pay increases and awards will be announced at the end of the rating period.

(Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union Proposal 9/14/16; the portion in red was adopted from TSA Deputy Administrator Gowadia's broadcast message August 2016) (10/3/16 TSA maintains 9/26/16 TSA does not agree; not negotiable; see Section E.1 for rating scale)

12. The summary rating levels and pay-for-performance pay out levels will not be amended, modified, distinguished or refined during the performance period/cycle. (Union proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

The summary rating levels and pay for performance pay out levels will not be amended, modified, distinguished or refined during the performance period/cycle.
(10/3/16 TSA maintains 12/9/15 deletion; not negotiable)

13. Employees will be given a copy of all performance related documentation, including all signed documentation, throughout the performance cycle. (Union Proposal 10.8.15) (Union proposal 11/18/15) (Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

Bargaining unit employees will receive copies of performance-related documentation as set forth in Section H and Section J.3 of this Article. (10/3/16 TSA Counter)

14. Collateral duties, special assignments, details, and acting positions will not be factored into bargaining unit employee's TOPS performance score, either to the employee's benefit or

detriment, unless the duties are security functions.(Union Proposal 10.8.15) (Union proposal 11/18/15)(Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

~~Collateral duties, special assignments, details, and acting positions will not be factored into bargaining unit employee's TOPS performance score, either to the employee's benefit or detriment, unless the duties are security functions.-(10/3/16 TSA maintains 10/27/15 response; see Section I.2.a.ii and Section J.3)~~

15. It is the Rating Officials responsibility to coach, mentor, and provide documented training to all Bargaining Unit Employees who express interest in obtaining a higher rating. (Union Proposal 10.8.15) (Union proposal 11/18/15)(Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

~~It is the Rating Officials responsibility to coach, mentor, and provide documented training to all Bargaining Unit Employees who express interest in obtaining a higher rating. (10/3/16 TSA response to see TSA's Counter in Section E.1 below)~~

16. Bargaining unit employees who are not on detail or otherwise assigned to an acting non-bargaining unit position are prohibited from serving as Rating Officials or assigning performance ratings to other bargaining unit employees.

D. RATING OFFICIALS:

1. Every bargaining unit employee is assigned one rating official for the purpose of completing the mid-term and annual performance reviews, on-going reviews, any development plan, and any associated meetings.
2. It is the Rating Official's responsibility to evaluate the performance of the bargaining unit employees to which they are assigned consistent with this Article. (10/3/16 TSA Counter)

E. PERFORMANCE PLANNING:

1. At the beginning of the appraisal period, the rating official and Bargaining Unit Employee will hold a performance planning meeting to ensure that the performance plan is understood on all elements of the employee's performance plan, to include goals, competencies, and expectations. The scale upon which final ratings are based will be provided at the performance planning session. (Union Proposal 10.8.15) (Union proposal 11/18/15)(Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

At the beginning of the appraisal period, the rating official and bargaining unit employee will hold a performance planning meeting. The rating official will explain the performance plan and the bargaining unit employee may ask questions about the performance plan. The scale upon which final ratings are based will be provided at the performance planning session. (10/3/16 TSA maintains 9/26/16 TSA Counter; see also TSA Counter to definition

of “performance planning meeting”)

2. The rating official must submit to the bargaining unit employee a written performance plan within 30 days of:
 - a) Completion of New Hire On-the-Job-Training (OJT);
 - b) The beginning of an appraisal period;
 - c) The beginning of a detail or temporary promotion that is expected to last more than ninety (90) days; or
 - d) A bargaining unit employee’s movement to a new position including promotion, reassignment, or demotion.
 3. Management will inform the bargaining unit employee when progress review(s) will occur during the performance appraisal period.
 4. Subsequent review of the bargaining unit employee’s performance plan should be held when there is a significant change in the bargaining unit employee’s work situation, such as:
 - a) Change in the rating official;
 - b) When detailed to a Special Assignment;
 - c) A change in assignments;
 - d) When a bargaining unit employee returns from an extended absence of 90 calendar days or more.
 5. When an employee remains in his/her current position under the same performance standards but experiences a change in rating official, a new performance plan is not required. A new rating official will be assigned within 30 days. The new rating official will review and discuss the performance plan with the employee to ensure that performance expectations are understood. (Union Proposal 10.8.15) (Union proposal 11/18/15) (Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)
- ~~When a bargaining unit employee remains in his/her current position under the same performance standards but experiences a change in rating official, a new performance plan is not required. The new rating official will review and discuss the performance plan with the bargaining unit employee. The bargaining unit employee will ask questions at this meeting to ensure that he/she understands the performance plan—(10/3/16 TSA maintains 9/26/16 TSA Counter; please see Section I.2.b)~~

6. Locally-developed competency areas and performance goals are not to be added to the core competencies or performance goals for purposes of employee performance review. (Union proposal 10.8.15) (Union proposal 11/18/15)(Union proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

~~Locally-developed competency areas and performance goals are not to be added to the core competencies or performance goals for purposes of employee performance review. (10/3/16 TSA maintains 10/27/15 TSA response; not negotiable)~~

7. At the end of the performance planning meeting in Section E.1, both the bargaining unit employee and rating official will sign and date the agreement in the designated block of the Employee Performance Plan and Appraisal Form or TSA-approved electronic version.

F. INFORMAL DISCUSSIONS:

1. Informal discussions are a standard part of supervision and should occur as needed throughout the performance period. Discussions may be initiated by the supervisor, rating official (if not the immediate supervisor), or bargaining unit employee. If a bargaining unit employee requests a discussion with his/her rating official to discuss his/her performance, it will be scheduled as soon as practicable. Discussions may be held one-on-one or with a supervisor and rating official.
2. Discussions should be a candid, forthright dialogue between the rating official and bargaining unit employee aimed at improving performance and developing the bargaining unit employee, as well as providing positive feedback where appropriate. Discussions will provide the bargaining unit employee the opportunity to seek further guidance and understanding of his/her work performance and participate in his/her performance improvement.

G. PROGRESS REVIEWS:

1. The rating official shall monitor the bargaining unit employee's performance throughout the rating cycle and communicate with the bargaining unit employee about his/her performance. Progress reviews will outline measures to correct any performance deficiencies, improve performance that is otherwise acceptable, and recognize high-level performance. Progress reviews may take place at any time during the appraisal period and, with the exception of the mid-cycle review, no rating scores or levels of performance are assigned. A bargaining unit employee is encouraged to provide input regarding his/her key results and major accomplishments at each required progress review. (Union maintains 10/1/16; same as current CBA)

~~The rating official shall monitor the bargaining unit employee's performance throughout the rating cycle and communicate with the bargaining unit employee about his/her performance. Progress reviews will outline measures to correct any performance deficiencies, improve performance that is otherwise acceptable, and recognize high-level performance. Progress reviews may take place at any time during the appraisal period and,~~

with the exception of the mid-cycle review, no rating scores or levels of performance are assigned. A bargaining unit employee is encouraged to provide input regarding his/her key results and major accomplishments at each required progress review. (10/3/16 TSA Counter; same as current CBA; linked to Section B.5)

2. Required mid-cycle review: A progress review is required at approximately the mid-point of the rating cycle. During the mid-cycle review, the rating official and the bargaining unit employee will discuss the bargaining unit employee's performance to date, opportunities for development, and performance expectations for the remainder of the performance period. The bargaining unit employee will be provided with a numeric value reflecting the bargaining unit employee's performance to date in each element of the performance plan. Both the bargaining unit employee and the rating official will sign and date the mid-cycle review or TSA-approved electronic version.

3. Progress reviews may be appropriate whenever
when the rating official notices a downturn in performance where performance is at or below the Achieved Expectations level

Progress reviews will be performed in a timely manner.

4. Bargaining unit employees are encouraged to complete self-assessments of their performance of assigned duties and responsibilities as measured against their performance plan. Completion of a self-assessment is voluntary on the part of the bargaining unit employee, and supervisors will not require a bargaining unit employee to complete a self-assessment or provide information regarding his/her performance. When a bargaining unit employee provides a self-assessment, it will be addressed by the rating official when conducting the performance review with the bargaining unit employee.
5. Documentation of progress reviews: The rating official shall document progress reviews, including any additional progress reviews held when the rating is at or below Achieved Expectations or equivalent, reflecting that a discussion took place on the bargaining unit employee's performance summarizing the review. The rating official will provide a copy of the documentation or access to the TSA-approved electronic version to the bargaining unit employee within five (5) business days of the discussion.

H. COMMUNICATIONS:

1. Management will bring observed deficiencies in a bargaining unit employee's performance to the bargaining unit employee's attention in a timely manner.
2. Management will provide copies of written records of observed opportunities to improve performance and efficiencies in an employee's performance to the employee within 72 hours. The employee may submit written rebuttals or supporting documentation. (Union Proposal 10.8.15)(Union proposal 11/18/15)(Union proposal 12/8/15) (Union proposal

12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

At the bargaining unit employee's request, management will provide copies of written records regarding performance, or access to the TSA-approved electronic version to the bargaining unit employee within five (5) business days. The bargaining unit employee may submit written rebuttals or explanations. (10/3/16 TSA maintains 9/26/16 TSA Counter)

3. Management will provide a copy or access to the TSA-approved electronic version of passenger or stakeholder compliments, complaints, and comments to the bargaining unit employee in a timely manner and the bargaining unit employee may submit written rebuttals or explanations.

I. ACTIONS AFFECTING THE PERFORMANCE MANAGEMENT PROCESS:

1. Permanent Changes in Position (Transfer/Reassignment/Promotion/Reduction in Pay Band)
 - a) A new performance agreement will be provided to, and discussed with, a bargaining unit employee within thirty (30) calendar days after a transfer, reassignment, promotion, or reduction in pay band into a covered position which has different performance standards from the previously held position (whether or not the previous position was covered by TOPS). For example, a TSO promoted to a LTSO will be given new performance standards.
 - b) A bargaining unit employee who is under the new standards for at least ninety (90) days will be rated based on performance under the new standards. A bargaining unit employee who is under the new standards for less than ninety (90) days will be rated based on his/her standards and performance in his/her prior position.
 - c) Close-Out Evaluations for Permanent Changes of Position.
 - i. A bargaining unit employee will receive a close-out evaluation when the bargaining unit employee is transferred, reassigned, promoted, or reduced in pay band to a new position that has different performance standards and the bargaining unit employee has been under the previous standards for at least ninety (90) days before the change in position.
 - ii. A close-out evaluation consists of assigning an interim performance rating and completing all required forms and actions as if it were the final, end-of-year performance review.
 - iii. The close-out evaluation will be discussed with the bargaining unit employee and a copy will be provided to the bargaining unit employee. The close-out evaluation will be given to the new rating official for consideration in the end-of-year performance review.

2. Change of Rating Official (No Change in Bargaining Unit Employee's Performance Plan)

- a) When a rating official's supervision of a bargaining unit employee ends during a performance period, the losing rating official will issue an interim review, if such rating official is available, that will be factored into the gaining rating official's rating to ensure an accurate and complete review of the bargaining unit employee. Bargaining unit employees completing a detail or temporary promotion will also receive an interim review at the conclusion of the detail or temporary promotion.
 - i. If the temporary assignment is to a TOPS-covered position, the rating official of the temporary assignment will provide written performance feedback concerning the performance components and/or sub-components under which the bargaining unit employee is performing. This feedback will be given to the bargaining unit employee and rating official for consideration in assigning the end-of-year evaluation.
 - ii. If the temporary assignment is to a non-TOPS-covered position, the rating official for the temporary assignment must provide written performance feedback to the bargaining unit employee and rating official on the major duties the bargaining unit employee performed while on temporary assignment.

- b) When a bargaining unit employee remains in his/her current position under the same performance standards but experiences a change in rating official, a new rating official will be assigned within thirty (30) days. (Union maintains 10/1/16; current CBA)

When a bargaining unit employee remains in his/her current position under the same performance standards but experiences a change in rating official, a new rating official will be assigned within thirty (30) days. A new performance plan is not required. The new rating official will review and discuss the performance plan with the bargaining unit employee. The bargaining unit employee may ask questions at this meeting about the performance plan. (10/3/16 TSA maintains 9/26/16 TSA Counter)

- 3. Extended Absence but Performing Under a Performance Plan for at Least Ninety (90) Days
Bargaining Unit Employees with an extended absence during the appraisal period, who were covered under a performance plan for at least ninety (90) days, will be rated based on their performance during the period they were present at work.

4. Not Performing Under a Performance Plan for at Least Ninety (90) Days

- a) Bargaining unit employees who have not performed under a performance plan for at least ninety (90) days due to military duty, union representation, and/or a work-related injury will be presumed to have attained the same performance level they earned in the

most recent rating of record which was not presumed. Example: A bargaining unit employee works for the entire 2011 performance appraisal period and earns a rating of Achieved Excellence, but the following year (2012) he/she is absent the entire year due to military service. This bargaining unit employee will be presumed to have earned the same rating as the previous rating (the most recent rating of record that was not presumed). Therefore, he/she will be rated Achieved Excellence for the 2012 performance appraisal period.

b) Bargaining Unit employees who have not performed at least 90 days during the performance period and are not covered under Section I.4.a above, will not receive a presumed rating. Bargaining unit employees will receive a performance rating after performing 90 days under a performance plan.

J. END OF YEAR REVIEW AND RATING:

1. End-of-year reviews should generally be conducted within thirty (30) days following the end of the performance period.
2. A bargaining unit employee is encouraged to provide input on his or her performance prior to completion of his or her rating.
3. The rating official will consider his/her own observations, a bargaining unit employee's voluntary self-assessment, written input from others familiar with the bargaining unit employee's work, written bargaining unit employee input on key results or major accomplishments, progress reviews, and interim reviews regarding the bargaining unit employee's performance. Such information considered in the bargaining unit employee's performance review will be made available to the bargaining unit employee.
4. Both the rating official and the bargaining unit employee will sign and date the end-of-year review. A copy will be provided to the bargaining unit employee.

K. DOCUMENTATION:

1. Standard forms or TSA-approved electronic version will be used to document the bargaining unit employee's performance and ratings.
2. Rating forms or TSA-approved electronic version will have comment sections for both the rating official and the bargaining unit employee.
3. A rating official will provide constructive, individualized comments that assist a bargaining unit employee's understanding of his/her performance ratings, and recognize strengths and areas for improvement.
4. Bargaining unit employees may provide written documentation at any time to the rating official, to facilitate the rating official's mid-cycle review and final end-of-year review.

5. Bargaining unit employees may provide information or documentation to rebut, clarify, or comment on performance matters, and such information or documentation will be placed in their Employee Performance File (EPF) or TOPS file or TSA-approved electronic version, if applicable.
6. Upon request, a bargaining unit employee will be provided timely access to his/her EPF and TOPS file and/or TSA-approved electronic version maintained by management. The current official copies of the performance plan, discussion record and signature page on the appropriate TSA form, and any supporting or related documentation concerning performance shall be maintained in the local EPF or TOPS file or TSA-approved electronic version.

L. IMPROVING PERFORMANCE:

1. Improving the performance of bargaining unit employees is in the best interests of the individual bargaining unit employee and promotes the efficiency and effectiveness of TSA. (Union proposal 10.8.15) (Union proposal 11/18/15)(Union Proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

Improving the performance of bargaining unit employees is in the best interests of the individual bargaining unit employee and promotes the efficiency and effectiveness of TSA. (10/3/16 TSA maintains TSA 12/4/15 Counter; please see Section L.2)

2. The objective of the performance improvement process is to improve the bargaining unit employee's performance and be corrective in nature for bargaining unit employees to achieve expectations. (Union maintains 10/1/16; current CBA language)

The objective of the performance improvement process is to improve the bargaining unit employee's performance and be corrective in nature for bargaining unit employees to achieve expectations. Improving performance promotes the efficiency and effectiveness of TSA. (10/3/16 TSA maintains 9/26/16 TSA Counter)

3. This process is not intended to address misconduct.
4. Performance deficiencies should be addressed as soon as they become evident. Many deficiencies may be addressed through interactions between the bargaining unit employee and rating official.
5. A Performance Improvement Plan (PIP) is designed to assist bargaining unit employees in achieving expectations. A PIP may be issued at any time during the performance period and not only at the mid-cycle or end-of-year review.
6. Management will hold a meeting with the bargaining unit employee to issue and discuss the PIP. As part of the PIP discussion process, the bargaining unit employee will be afforded the opportunity to make verbal or written comments. The bargaining unit employee and

management official will sign and date the PIP, indicating that the bargaining unit employee has received a copy. Upon request, a bargaining unit employee may have a personal representative present during a meeting at which the PIP is issued, provided that securing such representative does not unreasonably delay the issuance of the PIP.

7. PIPs issued to bargaining unit employees will, at a minimum, contain the following elements:
 - a) Identification of the area(s) in which the bargaining unit employee's performance is in need of improvement;
 - b) An explanation and/or examples of the specific duties which are not being performed adequately;
 - c) Actions required for the bargaining unit employee to demonstrate satisfactory performance;
 - d) A statement that the bargaining unit employee will be given a minimum of sixty (60) calendar days to demonstrate improvement in performance;
 - e) A description of the type(s) of assistance TSA will make available (*e.g.*, formal and/or on-the-job training, increased supervision);
 - f) A warning of the possible consequences of unimproved performance.
8. For a bargaining unit employee on a PIP, the rating official will keep the bargaining unit employee informed of his/her progress by means of written or oral counseling. At the end of the PIP period, the bargaining unit employee's performance will be reviewed by the rating official. If the rating official determines that the bargaining unit employee satisfied the requirements of the PIP and improved performance to an acceptable level, the rating official may end the PIP at that time.
9. One rating official will issue and monitor the PIP. This rating official should have direct knowledge of the bargaining unit employee's deficiencies. However, in the case of rotating bargaining unit employees and/or rating officials, the rating official issuing the PIP may, subsequent to issuing the PIP, consult with, and be provided with input from, other rating officials who will directly supervise the bargaining unit employee's work during the PIP period.

M. REPORTING:

1. At the end of the performance year, TSA will provide to AFGE National Headquarters a report of the rating level distribution by airport within ten business days of the TOPS payout. The report will include the number of bargaining unit employees in each rating level, with each bargaining unit employee's randomly assigned numeric value, airport, rating level, position and grade as of the end of the performance year, relevant EEO data

(e.g. race, gender), and payout amount. (Union Proposal 10.8.15) (Union proposal 11/18/15) (Union proposal 12/8/15) (Union proposal 12/9/15 @ 10:33 pm) (Union maintains proposal 9/14/16) (Union maintains 10/1/16)

At the end of the performance year, TSA will provide to AFGE Council 100 a report of the rating level distribution by airport. The report also will include the number of bargaining unit employees in each rating level by airport. (10/3/16 TSA maintains TSA 12/4/15 Counter)

- . Management will provide AFGE Council 100 with a copy of any job aids, training and/or guidance provided by the TOPS program office to bargaining unit employees regarding TOPS.

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. No later than ninety (90) calendar days following the effective date of this Article, the Parties will publicize the process, to include procedures, appropriate forms, and time frames, associated with this Article to bargaining unit employees.
- C. **AWARD CATEGORIES:** Awards and recognition categories and criteria are detailed in TSA Management Directive 1100.45-1, *Awards and Recognition*, dated April 18, 2016, 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. As of the effective date of this Agreement, examples of awards in TSA policy are:

1. Gerardo Hernandez In the Line of Duty Service Award
2. John W. Magaw Leadership Values Award
3. Attendance Award
4. Career Service Recognition
5. Distinguished Career Service Award
6. Special Achievement Award
7. On-the-Spot Award
8. Honorary Award (including a local award)
9. Time-Off Award

(10/3/16 TSA Counter; award categories are not negotiable)

AWARD CATEGORIES: Awards and recognition categories and criteria are detailed in TSA Management Directive 1100.45-1, *Awards and Recognition* effective August 3, 2006. It is the policy of TSA to recognize and reward significant employee contributions and achievements in a fair and equitable manner consistent with the August 3, 2006 Management Directive. 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, the following awards are in effect: (Union Counter 9/16/15) (Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16)(Union maintains 9/28/16) (Union maintains 10/3/16)

1. ~~*Attendance Award:* A cash award designed to recognize employees for their sustained availability in the workplace.~~ (10/3/16 TSA maintains 9/29/16 TSA Counter; See TSA Counter in Article 2.C)

Attendance Award: A cash award designed to recognize employees for their sustained availability in the workplace. (Union Counter 9/16/15) (Union Proposal 12/1/15) (Union

Proposal 12/9/15) (Union Proposal 9/20/16) (Union proposal 9/28/16; Current CBA language) (Union maintains 10/3/16)

~~Service Appreciation Awards: The monetary allotment for this award (excluding TOPS performance awards, in Section F.8) will be pooled and divided amongst the bargaining unit employees corresponding to each employee's years of service as follows:~~

- ~~5 years of service~~
- ~~10 years of service~~
- ~~15 years of service~~
- ~~20 years of service~~
- ~~25 years of service~~
- ~~30 years of service~~

(10/3/16 TSA maintains 9/29/16 response TSA does not agree; see TSA Counter in Article 2.C)

~~Service Appreciation Awards: The monetary allotment for this award (excluding TOPS performance awards, in Section F.8) will be pooled and divided amongst the bargaining unit employees corresponding to each employee's years of service as follows:~~

- 5 years of service
- 10 years of service
- 15 years of service
- 20 years of service
- 25 years of service
- 30 years of service

(Union Counter 9/16/15) (Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16)(Union proposal 9/20/16)(Union proposal 9/28/16) (Union maintains 10/3/16)

2. ~~*Career Service Recognition:* The periodic recognition of a employee for creditable years of Federal service or recognition of total years of service upon retirement.- (10/3/16 TSA maintains TSA Counter 9/30/15; see TSA Counter for Art.2.C)~~

~~*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 Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16) (Union maintains 10/3/16)~~

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.- (10/3/16 TSA maintains TSA Counter 9/30/15; see TSA Counter for Art.2.C)~~

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 Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16) (Union maintains 10/3/16)

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. (10/3/16 TSA maintains TSA Counter 9/30/15; see TSA Counter for Art.2.C)

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 Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16) (Union maintains 10/3/16)

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. (10/3/16 TSA maintains TSA Counter 9/30/15; see TSA Counter for Art.2.C)

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 Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16) (Union maintains 10/3/16)

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 Counter 9/16/15) (Union Counter 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16) (10/3/16 TSA maintains 9/29/16 TSA Counter; see TSA Counter for Art.2.C)

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7. *Performance Awards:* Performance awards are lump-sum, cash awards designed to recognize employees for their accomplishment of duties. Performance awards are granted on an individual basis on the employee's rating of record at the end of the performance cycle, and are payouts associated with performance ratings under the Transportation Officer

Performance System (TOPS), Article 1 of this Agreement. (10/3/16 TSA maintains 9/29/16 response that TSA does not agree; not negotiable)

Performance Awards: Performance awards are lump-sum, cash awards designed to recognize employees for their accomplishment of duties. Performance awards are granted on an individual basis on the employee's rating of record at the end of the performance cycle, and are payouts associated with performance ratings under the Transportation Officer Performance System (TOPS), Article 1 of this Agreement. (Union Counter 9/16/15) (Union counter 12/1/15) (Union Proposal 12/9/15) (Union proposal 9/28/16) (Union maintains 10/3/16)

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 Counter 9/16/15) (Union counter 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union proposal 9/28/16; Current CBA language) (10/3/16 TSA maintains 9/29/16 response that TSA does not agree; see TSA Counter for Art.2.C)

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 Counter 9/16/15) (Union counter 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union proposal 9/28/16; Current CBA language) (Union maintains 10/3/16)

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. When a Bargaining Unit employee is granted a time off award management will advise that employee to use the time off award leave prior to using annual/sick leave. (10/3/16 TSA maintains TSA Counter 12/4/15; see TSA Counter for Art.2.C; see also TSA Counter in Section E.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 counter 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union proposal 9/28/16)(Union proposal 10/3/16)

D. LOCAL AIRPORT AWARDS AND RECOGNITION: Nothing in this Article precludes Federal Security Directors (FSDs) 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). (10/3/16 TSA maintains 12/9/15 TSA Counter)

LOCAL AIRPORT AWARDS AND RECOGNITION: Federal Security Directors (FSDs) or their designees are encouraged to develop and use additional non-monetary awards (e.g. "Employee of the Month") and/or means of recognizing employees appropriate to their airports (e.g. certificates, plaques, etc.), subject to bargaining. (Union Counter 9/16/15) (Union

counter 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union proposal 9/28/16) (Union maintains 10/3/16)

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. TSA recognizes and rewards significant bargaining unit employee contributions and achievements consistent with TSA Management Directive 1100.45-1, *Awards and Recognition*, dated April 18, 2016, and any subsequent revisions. (10/3/16 TSA Counter)

It is the policy of TSA to recognize and reward significant employee contributions and achievements in a fair and equitable manner consistent with Management Directive Awards and Recognition 1100.45-1, dated August 3, 2006. (Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16)(Union maintains 9/28/16) (Union maintains 10/3/16)

4. Within sixty (60) days after the end of the fiscal year, TSA will provide the Union (i.e., 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 airport and the total expenditure of the awards budget per airport. Once per year, management will provide to the local union president or designee the total annual awards allocation for his/her hub/spoke airports and the total expenditure of the awards budget at his/her hub/spoke airports. (10/3/16 TSA maintains TSA Counter 12/4/15)

TSA will provide the Union (i.e. AFGE Council 100) with an electronic annual report and upon request to the national or local on the awards program for bargaining unit employees which contains the annual awards allocation for each airport and the total expenditure of the awards budget per airport, by award category and each bargaining unit's randomly assigned numeric value, work group, pay band, and relevant EEO data (e.g. race, gender, etc.). The annual report will be received no later than thirty (30) days after the end of the performance year. (Union Counter 9/16/15) (Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union proposal 9/28/16)(Union maintains 10/3/16)

5. 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*, dated April 18, 2016, and any subsequent revisions. (10/3/16 TSA Counter)

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*, dated August 3, 2006. (10/3/16 Union Counter)

6. 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.

7. TSA will continue to publish award criteria by making TSA Management Directive 1100.45-1, Awards and Recognition, dated April 18, 2016, and any subsequent revisions, available on TSA's iShare. (10/3/16 TSA Counter)

TSA will continue to publish award criteria by making TSA Management Directive 1100.45-1, Awards and Recognition, dated August 3, 2006, effective September 30, 2015 available on TSA's iShare. (10/3/16 Union Counter)

8. 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.

9. 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 performance 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 entire performance 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) With the exception of performance awards, the JAC will evaluate awards and recognition nominations for bargaining unit employees only and 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*, ~~dated April 18, 2016~~, and any subsequent revisions. (10/3/16 TSA Counter)

The JAC will evaluate awards and recognition, including performance awards (TOPS). All JAC members are responsible for awards and recognition based on merit and consistent with criteria set forth in TSA Management Directive 1100.45-1, *Awards and Recognition* effective August 3, 2006. (Union Counter 9/16/15)(Union proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16) (Union maintains 10/3/16)

- 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) will be notified of the management official granting the award and a brief description of the basis for the award. (10/3/16 TSA Counter maintaining TSA Proposal 8/26/15; same as current language)

~~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) will be notified of the management official granting the award and a brief description of the basis for the award. (Union Counter 9/16/15)(Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16)(Union maintains 10/3/16)~~

7. When granting a Special Achievement Award in accordance with this Article JAC will provide the award in the form of time off. (Union Counter 9/16/15)(Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16)(Union maintains 10/3/16) (10/3/16 TSA Counter maintaining 9/30/16 response that TSA does not agree; not negotiable)

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8. Performance Awards Process

~~The JAC will administer Performance Awards based upon the Performance Award Categories, and based upon the Agency's Performance Rating Levels. (Union Counter 9/16/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16)(Union maintains 10/3/16) (10/3/16 TSA maintains TSA Counter 9/30/15; not negotiable)~~

Performance Awards Process

~~The JAC will administer Performance Awards based upon the Performance Award Categories, and based upon the Agency's Performance Rating Levels. (Union Counter 9/16/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16)(Union maintains 10/3/16)~~

a. Award Categories

~~If the Agency establishes a performance award budget (for TOPS bonuses) for a fiscal year, the award funds will be distributed in the following Award Categories based upon the Agency Performance Rating Levels, in Performance Award Pools (PAPs) as provided in (b), below:~~

~~1. 50% for Role Model of Excellence Awards (RMEA)~~

~~i. RMEA will be awarded to bargaining unit employees with a TOPS Performance Rating Level of 4.50-5.0~~

~~2. 33.3% for Exceeds Expectations Awards (EEA)~~

ii. EEA will be awarded to bargaining unit employees with a TOPS Performance Rating Level of 3.50-4.49

3. 16.6% for Achieves Expectations Awards (AEA)

iii. AEA will be awarded to bargaining unit employees with a TOPS Performance Rating Level of 3.0-3.49

(10/3/16 TSA maintains TSA Counter 9/30/15; Union's proposal is not negotiable)

a. Award Categories

If the Agency establishes a performance award budget (for TOPS bonuses) for a fiscal year, the award funds will be distributed in the following Award Categories based upon the Agency Performance Rating Levels, in Performance Award Pools (PAPs) as provided in (b), below:

1. 50% for Role Model of Excellence Awards (RMEA)

i. RMEA will be awarded to bargaining unit employees with a TOPS Performance Rating Level of 4.50-5.0

2. 33.3% for Exceeds Expectations Awards (EEA)

ii. EEA will be awarded to bargaining unit employees with a TOPS Performance Rating Level of 3.50-4.49

3. 16.6% for Achieves Expectations Awards (AEA)

iii. AEA will be awarded to bargaining unit employees with a TOPS Performance Rating Level of 3.0-3.49

(Union Counter 9/16/15) (Union proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16)(Union maintains 10/3/16)

The total allotment will be divided into 1/6th shares (16.6% per share), and distributed in PAPs according to employee performance rating

Rating	PAP 1	PAP 2	PAP 3
RMEA	One Share (16.6%)	One Share (16.6%)	One Share (16.6%)
EEA	One Share (16.6%)	One Share (16.6%)	
AEA	One Share (16.6%)		

(10/3/16 TSA maintains TSA Counter 9/30/15; Union's proposal is not negotiable)

The total allotment will be divided into 1/6th shares (16.6% per share), and distributed in PAPs according to employee performance rating

Rating	PAP 1	PAP 2	PAP 3
RMEA	One Share (16.6%)	One Share (16.6%)	One Share (16.6%)
EEA	One Share (16.6%)	One Share (16.6%)	
AEA	One Share (16.6%)		

(Union Counter 9/16/15) (Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union maintains 9/28/16) (Union maintains 10/3/16)

The amount of award funding to be allocated to an airport for performance awards will be based on the number of bargaining unit TOPS rated employees in the performance year. (10/3/16 TSA maintains TSA Counter 9/30/15; Union’s proposal is not negotiable)

The amount of award funding to be allocated to an airport for performance awards will be based on the number of bargaining unit TOPS rated employees in the performance year. (Union Counter 9/16/15) (Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16) (Union maintains 10/3/16)

- a. The Agency will not establish arbitrary limitations such as caps, curves or forced distributions. Each bargaining unit employee in an Award Category will receive an equal share of the total award fund allotment. (10/3/16 TSA maintains TSA Counter 9/30/15; Union’s proposal is not negotiable)

The Agency will not establish arbitrary limitations such as caps, curves or forced distributions. Each bargaining unit employee in an Award Category will receive an equal share of the total award fund allotment. (Union Counter 9/16/15) (Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16) (Union maintains 10/3/16)

- b. The Agency will provide the national union (AFGE Council 100) with the Performance Rating Level Report within thirty (30) days of the conclusion of the performance year. The Report will include the number of bargaining unit employees in each Rating Level, with each bargaining unit employee’s randomly assigned numeric value, rating number, position and grade as of the end of the performance year, relevant EEO data (e.g. race, gender) and award amount (as a share of the total performance awards pool). (Union Counter 9/16/15) (Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union proposal 9/28/16) (Union maintains 10/3/16) (10/3/16 TSA maintains 9/29/16 response that TSA does not agree; not negotiable)

The Agency will provide the national union (AFGE Council 100) with the Performance Rating Level Report within thirty (30) days of the conclusion of the performance year. The Report will include the number of bargaining unit employees in each Rating Level, with each bargaining unit employee's randomly assigned numeric value, rating number, position and grade as of the end of the performance year, relevant EEO data (e.g. race, gender) and award amount (as a share of the total performance awards pool). (Union Counter 9/16/15) (Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union proposal 9/28/16) (Union maintains 10/3/16)

Performance Award Eligibility

Bargaining unit employees who receive the above specified Performance Rating Levels are eligible for performance awards, with the following exceptions:

- a. Bargaining unit employees who are separated from the Agency prior to the conclusion of the performance year; and
- b. Probationary employees serving less than ninety (90) calendar days.

(10/3/16 TSA maintains TSA Counter 9/30/15; Union's proposal is not negotiable)

Performance Award Eligibility

Bargaining unit employees who receive the above specified Performance Rating Levels are eligible for performance awards, with the following exceptions:

- a. Bargaining unit employees who are separated from the Agency prior to the conclusion of the performance year; and
- b. Probationary employees serving less than ninety (90) calendar days.

(Union Counter 9/16/15) (Union Proposal 12/1/15) (Union Proposal 12/9/15) (Union Proposal 9/20/16) (Union maintains 9/28/16) (Union maintains 10/3/16)

G. AWARDS AND RECOGNITION NOMINATION PROCEDURES:

1. Nominations will be submitted on the official TSA Award Recommendation and Approval Form (TSA 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

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).
 - 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 MANAGEMENT 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. The Parties agree to a standardized leave policy and system to accrue and use leave across all facilities in accordance with TSA Management Directive 1100.63-1, *Absence and Leave*, and Handbook dated October 5, 2011, and this Article. In the event of a conflict, the provisions of this Article shall govern.

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.

The bargaining unit employee's leave request, (OPM 71) or TSA approved electronic version, should 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).

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. Bargaining unit employees should notify management at least 60 minutes prior to the start of the bargaining unit employee's scheduled shift to request unanticipated leave. In the event the bargaining unit employee is presented with circumstances that would reasonably preclude him/her from contacting management, notification should 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.
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) In accordance with the provisions of Article 4, *Shift and Annual Leave Bid Process*, an 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.
- (e) Leave requested in accordance with this Article will be approved absent a legitimate operational need.
- (f) 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.

(g) 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 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.
- (h) Requesting Restoration of Annual Leave: Bargaining unit employees who forfeit annual leave because of exigencies of the public business, 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.
- (i) 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 hour 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.
- (j) 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.
- (k) 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 days of annual leave and be compensated in accordance with TSA's policy. (Union Proposal 8/17/16)(Union maintain 8/29/16) (Union maintains 9/13/16) (Union maintains 9/30/16) (Union maintains 10/3/16)

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 days of annual leave and be compensated in accordance with TSA's policy. (10/3/16 TSA maintains 8/18/16 TSA response that it does not agree; Union's proposal is not negotiable)

2. SICK LEAVE

- (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

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 specific knowledge of that bargaining unit employee's abuse of sick leave.

ii. Administratively acceptable documentation for the approval of sick leave is as follows:

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 specific knowledge of bargaining unit employee misuse or abuse of leave.

b) **Medical Certification:**

(1) **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, and is signed and dated by the physician or authorized health care provider.

(2) 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.

(3) When a medical certification is required, it shall apply only to the current medical condition for which the bargaining unit employee is seeking leave.

(4) 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.

(5) 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:

(1) 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.

(2) When detailed medical documentation is required, it shall apply only to the current medical condition for which the bargaining unit employee is seeking 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;
- 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 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: (10/3/16 TSA maintains 9/30/16 TSA Counter)

The following may be indicators of a pattern of sick leave usage when there is repeated and frequent sick leave use within a twelve-month calendar period (January through December) for: (Union Proposal 10/3/16)

- 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. Absences where a medical certification is provided will not be used as part of a pattern. (Union Proposal 10/27/15) (Union Counter 11/11/15) (Union Proposal 8/17/16) (Union maintains 8/29/16) (Union maintains 9/13/16)(Union maintains 9/30/16) (Union maintains 10/3/16)

When absences are supported by detailed healthcare provider documentation as described in this article, management will consider that documentation when evaluating a bargaining unit employee's pattern of sick leave use. (10/3/16 TSA maintains 12/9/15 TSA Counter)

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 a medical certification may be required for each subsequent absence for which sick leave is requested. (Union Proposal 8/17/16—Point of Clarification)(Union maintains 8/29/16) (Union maintains 9/13/16)(Union maintains 9/30/16) (Union maintains 10/3/16)

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 (as described in Section C.2.e.ii.c.2) may be required for each subsequent absence for which sick leave is requested. (10/3/16 TSA maintains 9/30/16 TSA Counter; TSA does not agree that the Union's proposal is a "Point of Clarification")

v. Management will review the attendance record of a bargaining unit employee on leave restriction at least once every five (5) months. If the bargaining unit employee's attendance issue(s) no longer exists, 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.

(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. A bargaining unit employee must request the change to sick leave as soon as possible, generally within one pay period, and must provide administratively acceptable documentation to substantiate the illness.

3. FAMILY AND MEDICAL LEAVE ACT (FMLA):

- (a) General Information: TSA shall apply Title II of the Family and Medical Leave Act (FMLA) to 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;
 - 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

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

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:

(1) 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

(2) 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:

(1) 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;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(3) 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.

(g) 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*, dated October 5, 2011 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.
- (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 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.
- 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).

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.

vi. When employees are placed on a fitness for duty evaluation or examination, the employee will either be placed on administrative leave pending a decision from the Office of Chief Medical Officer (OCMO). (Union emailed 12/9/15) (Union maintains 8/17/16) (Union Proposal 8/29/16) (Union maintains 9/13/16)(Union maintains 9/30/16) (Union maintains 10/3/16)

~~When employees are placed on a fitness for duty evaluation or examination, the employee will either be placed on administrative leave pending a decision from the Office of Chief Medical Officer (OCMO) (10/3/16 TSA maintains 8/18/16 response TSA does not agree; Union's proposal is not negotiable)~~

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 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 designated location 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 the airport may be considered as a mitigating factor in the event such service disruptions cause or contribute to a bargaining unit employee reporting late for duty.

E. VOLUNTARY LEAVE TRANSFER PROGRAM (VLTP):

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.

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.

3. 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 break 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 more than five (5) hours, but less than eight (8) hours.
3. A meal break is usually not provided if a bargaining unit employee is scheduled to work five (5) or fewer 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 shall have one 15-minute paid rest break for every four (4) hours of scheduled duty. The Federal Security Director or Deputy Federal Security Director has the discretion to approve additional fifteen (15) - minute paid rest breaks. The Federal Security Director or Deputy Federal 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. The employees will be given five (5) minute wash up before their break and lunch period. (Union emailed 12/9/15) (Union proposal 8/17/16) (Union proposal 8/29/16) (Union proposal 9/13/16) (Union proposal 9/30/16) (Union maintains 10/3/16)

~~The employees will be given five (5) minute wash up before their break or lunch period. (Union emailed 12/9/15) (Union maintains proposal 8/17/16) (10/3/16 TSA maintains 8/18/16 response that TSA does not agree; Union's proposal is not negotiable)~~

9. **Absent extraordinary circumstances**, rest breaks will not be given in the first 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. (Union emailed 12/9/15) (Union proposal 8/17/16) (Union maintains proposal 8/29/16) (Union maintains 9/13/16)(Union proposal 9/30/16) (Union maintains 10/3/16)

~~Absent extraordinary circumstances, rest breaks will not be given in the first 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. (10/3/16 TSA maintains 8/18/16 response that TSA does not agree; Union's proposal is not negotiable)~~

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.

Holiday Pay: All full-time employees shall be paid eight (8) hours of holiday pay for each of the holiday listed in the paragraph above. All part-time employees shall be paid four (4) hours of holiday pay for each of the holidays listed in the paragraph above. In addition, all employees

who work on a holiday listed in the paragraph above shall be paid at time and a half for all hours worked.

a. For purposes of this section, hours worked on a holiday shall be defined as between midnight and midnight (0001 hour to 2359 hours) of the holiday in question.
(Union proposals 9/13/16) (Union maintains 9/30/16) (Union maintains 10/3/16)

~~a. Holiday Pay: All full-time employees shall be paid eight (8) hours of holiday pay for each of the holiday listed in the paragraph above. All part-time employees shall be paid four (4) hours of holiday pay for each of the holidays listed in the paragraph above. In addition, all employees who work on a holiday listed in the paragraph above shall be paid at time and a half for all hours worked.~~

~~b. For purposes of this section, hours worked on a holiday shall be defined as between midnight and midnight (0001 hour to 2359 hours) of the holiday in question.
(10/3/16 TSA does not agree; not negotiable)~~

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 countenance bargaining unit employees working before or after their scheduled shifts without granting approval for the 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 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 and CAT I airports, management will organize a scheduling committee made up of management representatives and bargaining unit employees jointly selected by TSA and AFGE 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 impacting bid lines.

- b. At CAT II, III, and IV airports, management may organize a scheduling committee made up of management representatives and bargaining unit employees jointly selected by TSA and AFGE 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 impacting bid lines.
 - c. At CAT X and CAT I airports, one (1) local AFGE representative at a time as designated by the AFGE local president will be present and assist with the annual shift 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 will be made in accordance with Section D.16.h. 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. (Union proposal 9/9/16) (Union proposal 9/29/16) (Union maintains 10/1/16) (Union maintains 10/3/16; Current CBA language)

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 (*i.e.*, to specific terminals, full-time/part-time status, workgroups). 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 more than thirty (30) minutes. (10/3/16 TSA maintains 9/30/16 TSA Counter)

6. Management at each airport will conduct a separate shift bid for each workgroup, *i.e.*, Transportation Security Officers (TSOs), Lead Transportation Security Officers (LTSOs), Behavior Detection Officers (BDOs), Lead Behavior Detection Officers (LBDOs), 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 shifts based on gender and documented medical restrictions.
9. At CAT X and CAT I airports, shift bid lines will include information regarding location (specific location *i.e.* terminal and checkpoint, terminal and baggage location, or playbook), required certifications (*i.e.* dual, passenger, baggage, BDO, STI), type of employee (full-time/part-time), start time, end time, gender, and RDOs. Where a variable start time is required, it will be noted on the bid line. (Union Proposal, 10/22/15) (Union Proposal, 11/12/15) (Union maintains 9/9/16) (Union maintains 9/29/16) (Union maintains 10/1/16) (Union maintains 10/3/16)

~~At CAT X and CAT I airports, shift bid lines will include information regarding location (specific location *i.e.* terminal and checkpoint, terminal and baggage location, or playbook), required certifications (*i.e.* dual, passenger, baggage, BDO, STI), type of employee (full-time/part-time), start time, end time, gender, and RDOs. Where a variable start time is required, it will be noted on the bid line. (10/3/16 TSA maintains 9/30/16 TSA Counter; please see TSA Counter in Section D.10)~~

10. At CAT II, III, and IV airports, shift bid lines will include information regarding location (home terminal for airports with more than one terminal), required certifications (dual, passenger, baggage), type of employee (full-time/part-time), start time, end time, gender, and RDOs. In airports with more than one terminal, employees will have the opportunity to bid in seniority order for their home terminals. Where a variable start 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 will determine whether it is operationally feasible to provide information concerning specific checkpoints and baggage locations where such information is not currently included, and will include such information where it determines that it is feasible to do so. (Union maintains 8/31/16) (Union maintains 9/9/16) (Union maintains 9/29/16) (Union Maintains 10/1/16) (Union maintains 10/3/16)

10. Shift Bid Lines:

- a. Shift bid lines will include information regarding location (home terminal for airports with more than one terminal), required certifications (dual, passenger, baggage, equipment), type of bargaining unit employee (full-time/part-time), start time, end time, gender, and RDOs. 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. (10/3/16 TSA maintains 9/7/16 TSA Counter)

~~Management's determination concerning the operational feasibility of providing for bidding by checkpoint and baggage location will not be subject to challenge as a grievance, a request for review, or any other dispute filed with the National Resolution Center, nor will it trigger any bargaining obligation. (Union proposal, 10/22/15) (Union maintains 8/31/16) (Union maintains 9/9/16) (Union maintains 9/29/16) (Union maintains 10/1/16) (Union maintains 10/3/16)~~

~~Management determines operational needs and has the discretion to bid by checkpoint and/or baggage location based on those operational needs. (Union proposal 8/31/16) (Union maintains 9/9/16) (Union maintains 9/29/16) (Union maintains 10/1/16) (Union maintains 10/3/16)~~

- b. Management determines operational needs and has the discretion to bid by checkpoint and/or baggage location based on those operational needs. (10/3/16 TSA maintains 12/9/15 TSA Counter)
- c. ~~Where locations are designated in the bid line, it is acceptable to include bid lines for positions that will "float" from one location to another (i.e., leave relief, Playbook, etc.). (Union proposal 8/31/16) (Union maintains 9/29/16) (Union maintains 10/1/16) (Union maintains 10/3/16)~~
- c. Where locations are designated in the bid line, it is acceptable to include bid lines for positions that will "float" from one location to another (e.g., leave relief, Playbook, etc.). (10/3/16 TSA maintains 9/14/16 TSA Counter)

- 11. Assignment to a particular location does not restrict TSA management from moving an employee to another location based on operational needs. Employees may be moved to different terminals, checkpoints, baggage locations, or other work areas based on daily operational needs. Management will request volunteers to be moved to a different location than the location the employee bid. If there are less volunteers than needed, Management will use reverse seniority to select the employees to move. (Union Proposal, 10/22/15) (Union Proposal, 11/12/15) (Union proposal 8/31/16) (Union maintains 9/9/16) (Union maintains 9/29/16) (Union maintains 10/1/16) (Union maintains 10/3/16)

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. Any such movement will not be the subject of a grievance, a request for review, or any other dispute filed with the National Resolution Center, nor will it trigger any bargaining obligation. (10/3/16

TSA maintains 12/9/15 TSA Counter)

12. An airport-wide shift bid will be applied to all work locations at an airport.
13. 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.
14. 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.
15. 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.
16. 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.13.
 - 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 bargaining unit employee will receive call back pay.
 - 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) Start time; (4) Screening Location.
 - e) On an annual basis, management will provide bargaining unit employees with the opportunity to express their interest in additional equipment certification training within

their basic certification as follows:

- 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.
 - 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 as defined in Section D.16.h of this Article, up to a total of ten (10) percent of the total number of bargaining unit employees at the airport.
 - 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.
- f) At CAT X and CAT I airports, bargaining unit employees can select shift bid lines outside of their current certifications as follows:
- i. 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.
 - ii. This percentage in Section D.16.f.i 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.
 - iii. Nothing in this Article prevents management from annually offering greater than 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.
- g) At CAT II, CAT III and CAT IV airports, all bargaining unit employees are required to select a shift bid line that meets their current certifications (including equipment).
- h) 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 primary tiebreaker.
 - ii. Any ties remaining after the application of the above process will be resolved by a randomizer, such as www.random.org.

17. 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 local union representative when such exceptions are made, while protecting the bargaining unit employees' personal information.

18. Effective Date of Bid:

- a) 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.
- b) Upon request of the Union, the AFGE-designated representative(s) and management's designated representative(s) will consult at the local level on the implementation date and holding additional airport-wide shift bids.

E. ANNUAL LEAVE BID PROCESS:

1. Management at each airport will conduct an annual leave bid once per year ("the annual leave bid").
2. Within ninety (90) calendar days from the effective date of this Agreement, OSO Staffing and Scheduling will develop a formula to ensure the proper calculation of the one hundred (100) percent allocation of anticipated annual leave accrual at each airport. Within one hundred twenty (120) calendar days from the effective date of this Agreement: (1) management at TSA Headquarters will provide a copy of the process to the President of AFGE Council 100; and (2) 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 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 designated union representative 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 bargaining unit employee will receive call back pay.
 - 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 (*i.e.*, Transportation Security Officers (TSOs), Lead Transportation Security Officers (LTSOs), Behavior Detection Officers (BDOs), Lead Behavior Detection Officers (LBDOs), 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. 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.
 - 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 primary tiebreaker.
 - b) Any ties remaining after the application of the above will be resolved by lottery, such as www.random.org.
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, view, 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) days prior to implementation. Upon request of the AFGE Local President or designee, the FSD or designee will meet, view, and discuss the updated annual leave calendar.
 - c. If a bargaining unit employee cancels approved annual leave two (2) or more weeks in advance, management will post first-come-first-serve leave slots for the same days on the annual leave calendar.
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) 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.
15. It is the bargaining unit employee's responsibility to bid and schedule use-or-lose leave to avoid forfeiture.
16. 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.
 - 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.

17. Cancellation of scheduled annual leave: Bargaining unit employees are encouraged to cancel scheduled annual leave no later than two (2) weeks 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 that a bargaining unit employee must possess in order to be assigned to the position. Certification requirements include basic certifications (*e.g.* baggage, passenger, dual, BDO) and equipment-specific certifications. Certification also includes position of record (*e.g.*, BDO, LBDO, TSO, LTSO, and STI).
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 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.
- (c) Hours worked in excess of 40 hours a week or 8 in a day will be paid at the overtime rate if such hours are not regularly scheduled or shift trade hours.

Example:

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat	Total
Full-Time Employee #1	RDO	0 RS -8 STO	8 hrs RS 4 hrs STW	8 hrs RS 4 hrs STW	8 hrs RS	8 hrs RS	RDO 8 hrs W	40 hrs ST 8 hrs OT
Full-Time Employee #2	RDO	8 hrs RS 4 STW	8 hrs RS 4 STW	8 hrs RS 4 STW	8 hrs RS 4 STW	8 hrs RS 4 STW	RDO	60 hrs ST 0 hrs OT
Full-Time Employee #3	RDO	0 RS -8 STO	8 hrs RS	8 hrs RS	8 hrs RS	8 hrs RS	RDO 8 hrs W	40 hrs ST
Part-time	RDO	4 hrs RS	4 hrs RS	4 hrs RS	4 hrs RS	4 hrs RS	RDO	34 hrs ST

Employee #4				4 hrs STW		6 hrs STW		2 hrs OT
				6 hrs W				

*STO= Shift Trade off *RS= Regular Shift *OT=Overtime
 *STW= Shift Trade worked * ST= Straight Time
 *W=Hours worked per management's request
 (Union Proposal 11/19/15)(Union Proposal 12/4/15)(Union maintains 8/9/16) (Union maintains 8/23/16)(Union proposal 10/3/16)

(c) Hours worked in excess of 40 hours a week or 8 in a day will be paid at the overtime rate if such hours are not regularly scheduled or shift trade hours.

Example:

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat	Total
Full Time Employee #1	RDO	0 RS 8 STO	8 hrs RS 4 hrs STW	8 hrs RS 4 hrs STW	8 hrs RS	8 hrs RS	RDO 8 hrs W	40 hrs ST 8 hrs OT
Full Time Employee #2	RDO	8 hrs RS 4 STW	8 hrs RS 4 STW	8 hrs RS 4 STW	8 hrs RS 4 STW	8 hrs RS 4 STW	RDO	60 hrs ST 0 hrs OT
Full Time Employee #3	RDO	0 RS 8 STO	8 hrs RS	8 hrs RS	8 hrs RS	8 hrs RS	RDO 8 hrs W	40 hrs ST
Part time Employee #4	RDO	4 hrs RS	4 hrs RS	4 hrs RS 4 hrs STW 6 hrs W	4 hrs RS	4 hrs RS 6 hrs STW	RDO	34 hrs ST 2 hrs OT

*STO= Shift Trade off *RS= Regular Shift *OT=Overtime
 *STW= Shift Trade worked * ST= Straight Time
 *W=Hours worked per management's request
 (Union Proposal 11/19/15)(Union Proposal 12/4/15)(Union maintains 8/9/16) (Union maintains 8/23/16)(Union proposal 10/3/16)

(10/3/16 TSA Counter maintaining 8/22/16 TSA does not agree; not negotiable)

2. Eligibility for Trades:

(a) Bargaining unit employees are eligible for trades after they have been employed by TSA for at least ninety (90) days, provided that the bargaining unit employee has completed

initial certification requirements.

- (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) Management will approve trades for employees who share the same certification requirements. Certification will impact eligibility when there is a legitimate operational need for such consideration to the relevant shift to be worked. (Union Proposal 8/8/16) (Union maintains 8/23/16)(Union maintains 10/3/16)

Consistent with this Article, management will approve trades for bargaining unit employees who share the same certification requirements. Certification will impact eligibility when there is a legitimate operational need for such consideration to the relevant shift to be worked. (10/3/16 TSA maintains 8/22/16 TSA Counter)

- (f) Shift trades will only be denied when gender specific needs of the agency cannot be met. (Union Proposal 8/8/16) (Union maintains 8/23/16)(Union maintains 10/3/16)

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. (10/3/16 TSA maintains 8/22/16 TSA Counter)

- (g) TSOs may trade shifts with LTSOs when operational needs permit and consistent with this Article.
- (h) Management may approve an overlap involving back-to-back shifts.
- (i) 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.
- (j) Bargaining unit employees on special assignment may trade shifts provided each bargaining unit employee has the applicable qualifications for the special assignment.
- (k) 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.
- (l) When approved by the Federal Security Director (FSD) or designee, consistent with this Article, bargaining unit employees may shift trade with any other eligible bargaining unit employee at any hub or spoke airport: (1) within the same hub and spoke configuration;

and (2) within fifty (50) miles of his/her airport. If denied, the reason will be provided in writing to the bargaining unit employee.

- (m) Management retains the discretion to deny a trade when it would create an ethical conflict.
- (n) Management may at its discretion approve trades that do not meet the eligibility requirements listed in this subsection.
- (o) 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 parties 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 (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 be adversely affected. (Union Proposal 8/23/16) (Union Proposal 10/3/16)

Bargaining unit employees 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. (10/3/16 TSA Counter maintaining 12/9/15 Counter)

- (d) Bargaining unit employees are not permitted to reduce their scheduled work hours by more than 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 or seventy-two (72) hours of receiving the request.
 - ii. If the request is made and management does not have seventy-two (72) hours 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 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) TSA and AFGE will create a Working Group to advise on the development and implementation of the electronic process for shift trade requests.
 - i. The Working Group will be formed within 120 days of the effective date of the CBA.
 - ii. 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.
 - iii. The Working Group will meet for one (1) meeting at TSA Headquarters. This one (1) meeting will take place on Tuesday, Wednesday, and Thursday of the agreed-upon week. The Monday and Friday of that agreed-upon week will be reserved for travel to and from the meeting location.
 - iv. The Working Group may agree to additional meetings, either at TSA Headquarters or by teleconference.

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. 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: 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.

D. ELIGIBILITY: To be eligible to participate in the National Transfer Program and/or the Job Swap Program, a bargaining unit employee must meet the following requirements:

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 as set forth in the chart below:

	Transfer to:				
Transfer From:	TSO	LTSO	BDO	LBDO	STI
TSO	Yes	No	No	No	No

LTSO	Yes	Yes	Yes**	No	No
BDO	Yes**	Yes**	Yes*	No	No
LBDO	Yes**	Yes**	Yes	Yes	No
STI	Yes	Yes**	No	No	Yes*

*May transfer master to master, expert to expert, or expert to master.

**Transfer permitted if the bargaining unit employee previously held the position, the bargaining unit employee has been in his/her current position for at least one (1) year, and management at the losing and receiving airports agree to the transfer.

2. The bargaining unit employee must have been employed with his/her current TSA organization and location for at least one (1) year.
3. A bargaining unit employee on a performance improvement plan is not eligible for a transfer.
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. The bargaining unit employee must not have received an adverse action 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 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.

- 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 deny or delay a transfer of an eligible bargaining unit employee based on operational needs at the losing or receiving airport. 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."
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.E.16 for six (6) 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 six (6) 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.

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. *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.
 - c. *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 the 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.
10. If relocation is necessary in a voluntary transfer, bargaining unit employees may request leave to report to the receiving airport. Annual leave taken for this purpose must be

requested and approved prior to reporting to the new airport. Bargaining unit employees may be granted up to two (2) weeks of leave, which may include Leave Without Pay, prior to reporting to duty at the gaining airport to accomplish their move.

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.
12. Both the gaining and losing organizations 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 organization, 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 twelve (12) months prior to seeking a transfer to another airport through the National Transfer Program.
14. TSA may facilitate placement in other TSA locations as an exception to the provisions of this Article such as:
 - (a) Reassignment of bargaining unit employees as part of the National Deployment Force Program;
 - (b) Airport closure, restructuring, privatization, or similar situations;
 - (c) Placement of returning military members under TSA Management Directive 1100.30-17, *Uniformed Services Employment and Reemployment*; and
 - (d) Actions required by other policies, third-party decisions, or correction of administrative error.
15. Management will prepare a list of vacancies and potential vacancies at other TSA locations for bargaining unit employees affected by Section E.14(b). Bargaining unit employees affected by Section E.14(b) may request placement from this list in order of seniority as defined by this Article.
16. Seniority: 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.

F. TSA JOB SWAP PROGRAM PROCESS:

1. Management will approve Job Swap requests for bargaining unit employees of the same position (*i.e.* TSO, LTSO, BDO, LBDO, 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.
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 voluntary Job Swap, bargaining unit employees may request leave to report to the receiving airport. Annual leave taken for this purpose must be requested and approved prior to reporting to the new airport. Bargaining unit employees may be granted up to two (2) weeks of leave, which may include Leave Without Pay, prior to reporting to duty at the gaining airport to accomplish their move.

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 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. 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. Approval or reason for denial will be timely 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. Approval or reason for denial will be timely 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 may assign the bargaining unit employee on an approved temporary transfer to any shift and regular days off (RDOs).
8. Bargaining unit employees will be responsible for relocation expenses related to voluntary transfers and Job Swaps.

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. Full-Time (FT) Employment: Work schedules consisting of eighty (80) hours per pay period as defined in TSA Management Directive 1100.30-7, *Part-Time Employment*, dated July 25, 2011.
2. Part-Time (PT) Employment: Work schedules consisting of thirty two (32) hours or less per week (sixty four (64) hours or less per pay period) as defined in TSA Management Directive 1100.30-7, *Part-Time Employment*, dated July 25, 2011.
3. 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 contacting bargaining unit employees regarding work status change opportunities as described in this Article.
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 management of their interest in work status changes from full-time to part-time and vice versa.
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.

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

1. The employee must have a satisfactory performance rating during his/her most recent performance period.

2. The bargaining unit employee must not be under investigation pending a potential disciplinary or 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 immediately.
3. The bargaining unit employee must not have been the subject of a disciplinary action (excluding letters of reprimand or suspensions of three (3) days or less) within the previous six (6) months or an adverse action within the previous twelve (12) months.
4. Bargaining unit employees who are on suspension or administrative leave may not request a work status change during the period of suspension or administrative leave.
5. 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.
6. Voluntary conversions from part-time employment to full-time employment shall be filled as follows:
 - (a) TSA will establish and maintain a list of bargaining unit employees, by Entry on Duty (EOD) date, which is 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).
 - (b) The Service Computation Date (SCD) will be used as the primary tiebreaker.
 - (c) Any ties remaining after the application of the above process will be resolved by a randomizer, such as www.random.org.
7. When a full-time position becomes available, TSA management will adhere to the following procedure:
 - (a) Management may maintain a list of either all part-time bargaining unit employees or 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.
 - (b) Management will notify bargaining unit employees which list will be maintained as referenced in Section D.7.a.
 - (c) Management will contact and select eligible part-time bargaining unit employees in the order referenced in Section D.6 above, until such full-time positions are filled.
 - (d) Management may make exceptions to the order referenced in Section D.6 based on bona fide occupational qualifications (i.e., gender).

- (e) If management does not select a part-time bargaining unit employee in the order referenced in Section D.6 above and the part-time bargaining unit employee expressed an interest in converting, management will provide that part-time bargaining unit employee with written notice of the reason why he/she was not selected. Management will include the following statement in the written notice: “You may seek representation regarding this denial with your local Union representative.”
 - (f) 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, Transfer Policy.
8. 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 temporary work schedule change will last no longer than thirteen (13) consecutive pay periods in any twelve (12) month period, and the thirteen (13) pay period limit will not be circumvented to avoid filling a full-time position.
 9. Management may only require a part-time bargaining unit employee to temporarily increase their hours up to thirty-two (32) hours per week to meet operational needs for up to thirteen (13) consecutive pay periods. The temporary work schedule change will last no longer than thirteen (13) consecutive pay periods in any twelve (12) month period, and the thirteen (13) pay period limit will not be circumvented to avoid filling a full-time position.
- E. *WORK STATUS CHANGE FROM FULL-TIME TO PART-TIME:*** 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.
1. Bargaining unit employees will submit requests for permanent work status changes from full-time to part-time in writing to the designated management point of contact (POC). Management will process requests on a case-by-case basis.
 2. 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.
 3. 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. 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.
 4. LTSOs may convert from full-time to part-time consistent with this Article.

F. DOCUMENTATION OF WORK STATUS CHANGE:

1. 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 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. **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, Color Guard, Choir, and Band units. Ceremonial uniform items will be special ordered only for those bargaining unit employees selected to participate on established ceremonial teams.
2. Uniform Allotment: The initial and annual standard uniform items issued to bargaining unit employees.
3. 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.
4. 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
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

Uniform Item	Passenger Only	Baggage Only	Dual Function
Team Jacket	1	1	1

*Within one (1) year of the effective date of the CBA, belts issued through the initial uniform allotment will be a full grain garrison duty belt.

**Skirts will be provided for female bargaining unit employees in lieu of trousers/cargo pants upon request. Cargo Pants will replace trousers as the standard issued pants within one (1) year of the effective date of the CBA.

D. ANNUAL REPLACEMENT ALLOTMENT:

1. On an annual basis, management will provide the following items to a bargaining unit employee following his/her hire date:

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

*Bargaining unit employee may choose any combination of three (3) short or long sleeve cotton shirts, and any combination of three (3) trousers/cargo pants. Shorts/cargo shorts may be substituted for trousers/cargo pants as set forth at # below.

#Bargaining unit employees may substitute up to two (2) shorts/Cargo Shorts in place of up to two (2) of the three (3) allotted pants. Cargo Pants will replace trousers as the standard issued pants within one (1) year of the effective date of the CBA.

2. Within one (1) year of the effective date of the CBA, management will make enhancements to the Annual Replacement Allotment (ARA) process that will allow bargaining unit employees to substitute the poly/wool shirts for the standard issued trousers and shirts. Bargaining unit employees will pay the difference in cost between the poly/wool shirts and the standard issued shirts.

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.
2. TSA will offer each employee a onetime subsidy for the purchase of the TSA wind breaker jacket. Each employee who wishes to purchase the TSA wind breaker jacket will pay one hundred dollars (\$100); TSA will pay the remaining cost. The employee may use one

hundred dollars (\$100) from his/her uniform allowance or his/her personal funds at the employee's discretion. For any subsequent TSA wind breaker jacket that an employee purchases, the employee will be responsible for the full cost of the TSA wind breaker jacket. (Union Proposal 10/3/16)

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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 must be black and conform to the style guide listed in an Appendix to the CBA.
3. Shoes and boots, athletic shoes and safety shoes, that are all black in color, with inconspicuous logos, and which are clean and in good repair, must be similar in style to the shoes and boots in Appendix XX.

G. CARGO PANTS/TROUSERS:

1. Within two (2) years of the effective date of the CBA, management will issue a communication of the date upon which bargaining unit employees will no longer be approved to wear uniform trousers with stripes. Bargaining unit employees will be permitted to wear trousers with stripes as the dress uniform for ceremonial purposes only (e.g., 9/11 ceremony and funeral). The dress uniform may also be worn when requested by the bargaining unit employee and approved by management. Prior to that date, bargaining unit employees will be approved to wear uniform trousers with stripes.
2. Consistent with this Article, bargaining unit employees must wear the uniform trousers, cargo pants, and shorts/cargo shorts provided by the authorized vendor.

H. APPROVED UNIFORM ITEM COMBINATIONS: The chart below illustrates authorized combinations of uniform items that can be worn by bargaining unit employees.

Item	Check Point	Baggage/STI	BDO
Long Sleeve Shirt	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion

Short Sleeve Shirt	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Polo Long Sleeve Shirt	Not Permitted	Bargaining Unit Employee Discretion	Not Permitted at Checkpoint
Polo Short Sleeve Shirt	Not Permitted	Bargaining Unit Employee Discretion	Not Permitted at Checkpoint
Ties (Females may wear either style)	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Black T-Shirt	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Turtleneck	Bargaining Unit Employee Discretion* (*Only w/long sleeve shirt)	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Dickie	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Sweater – Cardigan	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Sweater – Commando	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Sweater Vest	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Parka	Not permitted	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Three-Season Coat	Not permitted	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Three-in-One Coat	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Ike Jacket	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Team Jacket	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Windbreaker Jacket	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Shorts/Cargo Shorts	See Section K	See Section K	See Section K
Cargo Pants	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Trousers	Not permitted*	Not permitted*	Not permitted*
Skirt	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Coveralls	Not permitted	Bargaining Unit	Not permitted

		Employee Discretion	
Winter/Summer Socks (Socks must be worn)	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Sports Bra	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion

*As set forth in Section G.2, trousers will no longer be permitted.

I. 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 I.1.b2 below.

1. 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.

2. 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)
 - 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. Two (2) white bib scarves
 - i. One (1) white bib scarf extender as needed
 - j. One (1) white pair parade dress gloves/sure grip flag bearer gloves
 - k. One (1) white pair parade glove wrist wraps/flag bearer wrist wraps
 - l. One (1) white/silver parade belt and buckle

- m. One (1) pair black shirt stay
 - n. One (1) white/black Honor Guard cap and chin strap
 - o. One (1) navy blue Honor Guard suit bag
 - p. One (1) black Honor Guard dress cap protective carrier
 - q. One (1) clear Honor Guard cap rain cover
3. 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) Choir and band uniforms: The Uniform Committee will collaborate on the development of the choir and band uniforms.
- (d) 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.
- (e) 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.
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. Within six (6) months from the effective date of the CBA, black t-shirts, sports bras, and thin summer socks will be available for purchase from the authorized vendor.
4. Within twelve (12) months from the effective date of the CBA, screw back nameplates, wind breaker jackets, cargo shorts, and sports sleeves will be available for purchase from the authorized vendor.
5. 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 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

Playbook, 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.

7. Uniform Items Covering Obscene, Racially/ethnically Derogatory and/or Criminal Gang Tattoos:

a. When a bargaining unit employee wears a uniform short sleeve shirt, obscene, racially/ethnically derogatory and/or criminal gang tattoos on the arms 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.

b. 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.

c. 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.

J. 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.

K. GEOGRAPHIC AND ENVIRONMENTAL CONSIDERATIONS

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 K.1.

L. 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 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 and uniform allowances
 - (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 at least twice a year and AFGE representatives will participate in an official time status. TSA will pay the travel and per diem expenses, if any, of

AFGE's representatives.

4. The uniform committee will hold two (2) meetings per year at TSA Headquarters. These two (2) meetings per year will take place on Tuesdays, Wednesdays, and Thursdays of two (2) agreed-upon weeks. The Mondays and Fridays of those two (2) agreed-upon weeks will be reserved for travel to and from the meeting locations and pre- and post- meeting uniform committee work. Any other uniform committee meetings will be held by teleconference or videoconference at a time agreed upon by the uniform committee members. The length of these other meetings will also be agreed upon by the uniform committee members.
5. The uniform committee will be governed by procedures set forth below:
 - a. One (1) management representative and two (2) 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 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) 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) 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) days before a uniform committee meeting.

M. 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.

4. The Agency will provide, either:

- ~~i. A weekly (every seven calendar days) commercial linen and laundry service for bargaining unit employee uniforms; or~~
- i. Dry cleaning allowance for bargaining unit employee uniforms of \$3.85 a week. (Union proposal 8/18/16) (Union maintains 8/22/16) (Union proposal 10/3/16)

~~The Agency will provide, either:~~

- ~~ii. A weekly (every seven calendar days) commercial linen and laundry service for bargaining unit employee uniforms; or~~
- ii. Dry cleaning allowance for bargaining unit employee uniforms of \$3.85 a week. (10/3/16 TSA Counter)

- N. INCLEMENT WEATHER:** Inclement weather gear will be provided to bargaining unit employees when required to work exposed to the elements (BDOs, Playbook, 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., Playbook, 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:
 - All bargaining unit employees at specific airport(s)
 - Hub and Spoke(s) only: All airports and duty stations under the supervision of a single FSD
 - Workgroup(s) (e.g., STI, TSO, LTSO, BDO)
 - If the above areas of consideration do not generate a sufficient number of volunteers, the area of consideration may be expanded.
2. 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.
3. Qualification Requirements: Qualification standards will be developed, published, and validated by Office of Human Capital (OHC) for Special Assignments. Minimum, basic and bona fide occupational qualifications, selective and desirable factors, and specialized experience requirements do not apply to special assignment of duties or functions that are classified at the same or lower pay grade or pay band currently held by the employee or to assignments in which a TSA Job Analysis Tool (JAT) does not exist. When applicable positive qualification requirements (i.e. education or license) must be met before the start of the special assignment. (Union Proposal 8.30.16) (Union maintains 9/12/16) (Union proposal 9/27/16; Revised MD and Handbook 1100.30-29, *Qualification Requirements* issued on 9/16/16) (Union maintains 10/1/16)(Union maintains 10/3/16)

Qualification Requirements: Qualification standards will be developed, published, and validated by Office of Human Capital (OHC) for Special Assignments. Minimum, basic and bona fide occupational qualifications, selective and desirable factors, and specialized experience requirements do not apply to special assignment of duties or functions that are classified at the same or lower pay grade or pay band currently held by the employee or to assignments in which a TSA Job Analysis Tool (JAT) does not exist. When applicable positive qualification requirements (i.e. education or license) must be met before the start of the special assignment. (10/3/16 TSA maintains 9/29/16 response that TSA does not agree; please see TSA Counter in Section E.4)

4. Seniority: For purposes of this Article, seniority is defined as the bargaining unit employee's Entry on Duty date (EOD), which is 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). 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, 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.

6. Special Assignment: A voluntary detail to an assignment of temporary duties of more than thirty (30) days to duties other than those of the position of record for more than 10% of the bargaining unit employee's scheduled work hours. Anytime a bargaining unit employee is detailed to duties other than his/her position of record, he/she is on a special assignment.
 - (a) A bargaining unit employee will not be required to maintain all of their certifications for their position of record and will not be placed under the Transportation Officer Performance System (TOPS) when assigned to a special assignment of 100% of scheduled work hours.
(Union Proposal 8/30/16) (Union maintains 9/12/16) (Union maintains 9/27/16) (Union maintains 10/1/16)(Union maintains 10/3/16)
 - (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., Playbook, VIPR) is excluded and not considered a special assignment.

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) twenty-five percent (25%) or more of the bargaining unit employee's scheduled work hours; and
- (b) for more than thirty (30) days in duration.

(10/3/16 TSA maintains 9/23/16 TSA Counter; linked to TSA Counter in Section E.9)

7. 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.

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) days are documented with an eSF-52.
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 local Union president or designee at the time such announcement is posted.
5. Management will notify the local Union president or designee of the bargaining unit employee(s) selected for the special assignment.
6. Management will meet with the local Union 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 been the subject of an adverse action within the previous twelve (12) months or are currently under investigation pending a potential disciplinary or adverse action are not eligible for special assignments.

E. PROCESS: These provisions are the exclusive procedures management will follow when temporarily assigning/detailing bargaining unit employees to duties and functions (non-security related) that are not within his/her position of record. Such assignments are for a specific period of time not to exceed the time limits listed below. 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. (Union Proposal 8/24/16) (Union Proposal 9/12/16) (Union maintains 9/27/16) (Union maintains 10/1/16)) (Union maintains 10/3/16)

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. (10/3/16 TSA maintains 9/29/16 TSA Counter)

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) 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) 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. non-security related customer service duties (e.g., receptionist)
 - c. duties to assist the procurement officer
 - d. lost and found duties
 - e. supply and logistics duties (e.g., voluntarily abandoned property)
 - f. van driver and/or vehicle maintenance duties
 - g. 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 (i.e. education and license), if required; (Union proposal 8/30/16) (Union maintains 9/12/16) (Union maintains 9/27/16; See section B.1 *Area of Consideration* (Union proposal 10/1/16) (Union 10/3/16)

Specific work experience, certifications (e.g., passenger certification, baggage certification, equipment certification), and requirements (e.g. license), as utilized or developed by the TSA Office of Human Capital, necessary for the special assignment; 10/3/16 TSA maintains 9/29/16 TSA Counter)

- 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 during the special assignment; and
- j) 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 prior to making a selection; or
- b. Posting a special assignment and selecting the most senior bargaining unit employee who applied without interviewing.
- c. Posting a temporary promotion, developing a best qualified list, and interviewing all of the employees on the best qualified list prior to making a selection or selecting the most senior bargaining unit employee on the best qualified list.
(Union proposal 8/30/16) (Union maintains 9/12/16) (Union maintains 9/27/16)
(Union proposal 10/1/16) (Union maintains 10/3/16)

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 Section 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 Section E.4.b and E.4.d without interviewing.
(10/3/16 TSA Maintains 10/1/16 Counter)

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) 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 special assignment:**

a) At CAT X and I airports, a bargaining unit employee may not be selected for another special assignment for at least twelve (12) months. (Union proposal 10/1/16)

b) At CAT II, III, and IV airports, a bargaining unit employee may not be selected for another special assignment for at least twelve (12) months unless no other bargaining unit employees apply. (Union proposal 10/1/16) (Union maintains 10/3/16)

Upon completion of a special assignment:

a) At CAT X and I airports, a bargaining unit employee may not be selected for another special assignment for at least twelve (12) months.

b) At CAT II, III, and IV airports, a bargaining unit employee may not be selected for another special assignment for at least twelve (12) months unless no other qualified bargaining unit employees apply. (10/3/16 TSA maintains 9/29/16 TSA Counter; linked to Section B.6)

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) 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.

11. Cessation of Special Assignments

- a) Management may return a bargaining unit employee serving in a special assignment to his/her position of record at any time.
- b) The bargaining unit employee may also return to his/her position of record as soon as practicable upon written request.

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 three (3) 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.

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 facilitate labor-management relations, 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 Local Union 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. Water: 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 consistent with Sections II.A.1-3 of TSA Operations Directive 400-23-1A, *Purchase of Items for Screener Break Rooms and Screening Operations*, dated February 2, 2007.

3. 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.
4. 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.
5. 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.
 - (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.
6. 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 (July 2011) 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 designated local union representative in advance of a plan for any break room infrastructure project over \$1,000.00 and the designated local union representative will have an opportunity to review that plan.
7. 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.
 - a. A bargaining unit employee will be allowed reasonable break time to express breast milk for her nursing child 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 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.

8. Lockers: Once per year, the FSD or designee will meet with the local union representative to review the capacity of each local airport under the FSD or designee's area of responsibility to provide lockable lockers within the facility.
9. 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").
10. The Health, Safety, and Wellness Committee will have up to at least one (1) management representative from the Office of Security Operations and up to seven (7) Union members 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
11. One (1) management representative and two (2) union representatives shall constitute a quorum at a meeting of the Health, Safety, and Wellness Committee.
12. The Committee will have two (2) co-chairs, one (1) AFGE co-chair and one (1) management co-chair.
13. 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.
14. The Health, Safety, and Wellness Committee will submit any joint recommendations to the appropriate program office.
15. The Health, Safety, and Wellness Committee will hold four (4) meetings per year. Two (2) meetings per year will take place on Tuesdays, Wednesdays, and Thursdays of two (2) agreed-upon weeks at TSA Headquarters. The Mondays and Fridays of those two (2) agreed-upon-weeks will be reserved for travel to and from the meeting locations and pre- and post-meeting Health, Safety, and Wellness Committee work. The other two (2) Health, Safety,

and Wellness Committee meetings will be held by teleconference or videoconference at a time agreed upon by the Health, Safety, and Wellness Committee members. The length of these other two meetings will be agreed upon by the Health, Safety, and Wellness Committee members.

16. The Health, Safety, and Wellness Committee will meet at least twice a year and AFGE representatives will participate in an official time status. TSA will pay the travel and per diem expenses, if any, of AFGE's representatives.
17. The Committee will be briefed on health, safety, and wellness issues and concerns at each meeting.
18. At one (1) of the four (4) 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.
19. Joint recommendations will be forwarded to the appropriate Assistant Administrator(s) for implementation. Within 60 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.
20. 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) 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 ... "
21. 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) days before the Committee meeting.
22. 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) days before the Committee meeting.

23. The Health, Safety, and Wellness Committee members can request joint training on the subject(s) set forth as topics for discussion at the four (4) meetings. 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.
24. Issuance of Airport-Issued Identification (ID) Media and Use of TSA-Issued ID Media: The following procedures are applicable to the issuance and use of ID media for Union representatives to the extent permitted by the applicable Airport Security Program:
- (a) 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.
 - (b) At each airport with a complete security program, management will grant escort privileges:
 - i. For up to five (5) TSA bargaining unit employees designated by AFGE as local union officials at CAT I, II, III, and IV airports; and
 - ii. For at least five (5) TSA bargaining unit employees if designated by AFGE as local union officials at CAT X airports.
 - (c) For individuals in need of ID media to perform duties associated with AFGE union/representational activities, the AFGE representative/POC for an airport, as specified by AFGE's national headquarters, will submit requests for sterile area ID media to the airport authority/operator through the FSD or designee. The FSD or designee will approve the request and inform the airport authority/operator of the appropriate level of access permitted by the ID media for authorized union/representational purposes.
 - (d) Entry to the sterile area will be through a screening checkpoint after submission to TSA screening.
 - (e) ID media issued to AFGE representatives will be included in each local TSA unit's annual audit of ID media.
 - (f) 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.
 - (g) AFGE is responsible for all costs and documentation associated with obtaining airport-issued ID media for staff representatives.
 - (h) AFGE representatives may only engage in union activities with TSA bargaining unit employees who are not on duty, or are on break or on official time. If an AFGE

representative is not certain if a TSA bargaining unit employee is on duty, the AFGE representative will first ask the TSA bargaining unit employee if he or she is off duty or on break. If the TSA bargaining unit employee indicates that he or she is on duty, the AFGE representative will immediately end contact with the bargaining unit employee.

- (i) Bargaining unit employees will be permitted to complete the airport identification media application and renewal process while on duty.

25. 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:

- (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.
- (b) Requirement to include date, time, and location of activity.
- (c) Name, title, and contact information of TSA official designated by the FSD to receive requests.
- (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.
- (e) FSDs or their appointed designees should approve requests that are reasonable and do not disrupt or negatively impact operations.
- (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.
- (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 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.
- (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.
- (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.

- (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.

26. Emergency Preparedness Plans: TSA management at each airport will share TSA's emergency preparedness plan with the designated local union representative for that airport and provide a briefing annually to update the designated local union representative 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 annual training for emergency preparedness.

27. 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.

- (a) At every Category X airport, TSA will provide one parking space for union use as close as practicable to the airport.

(b) At each non-Category X airport that is the official duty station of an AFGE Local President or Council 100 Officer as of October 3, 2016, TSA will provide one (1) parking space for union use as close as practicable to the airport.

28. 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.”

29. 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;
- 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).

30. 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 Prevention (CDC) consistent with guidance from the CDC.

31. TSA will provide bargaining unit employees with the opportunity to receive cost-free flu shots once per year, provided such services are available.

32. 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.

33. TSA will make reasonable efforts to coordinate with worksite authorities to ensure that flooring in TSA work areas are properly cleaned and maintained.

34. 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 designated local union representative in advance of a plan for an infrastructure project over \$1,000.00 which substantially affects the working conditions of bargaining unit employees. The designated local union representative will have an opportunity to review and provide input on that plan.

35. Space and Equipment for AFGE Locals:

- (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, 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.
- (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.
- (d) Work Space at CAT I Airports:
 - 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.
 - ii. Management will provide a lockable file and/or storage cabinet for use by the Union.
 - 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.
 - iv. When access to the work space is restricted, management will make reasonable efforts to provide the Union representative access to the work space.
 - 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.
 - 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.
- (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.

36. 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.

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

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

B. Dues Withholding

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

C. Timely and Proper Payroll Services:

1. 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.
2. 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.

D. Workers' Compensation:

1. When a bargaining unit employee reports a possible job-related injury as a result of his/her performance of duties, management will:
 - a. Arrange for immediate medical care, if required, and transportation assistance, if necessary, for the bargaining unit employee.
 - b. 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
 - c. 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.
2. 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.
3. 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.

4. 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.
5. 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.
6. 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.

E. 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 joint labor management committee on health, safety, and wellness described in this Article, will periodically review and evaluate the PPE program and provide recommendations to management.

F. Bargaining unit employees will be able to wear protective respiratory masks (N95) as authorized by TSA Headquarters.

G. Bargaining Unit Data: Upon completion of an airport-wide shift bid, management will provide to the Local Union President or designee a copy of the airport-wide shift bid results and the corresponding seniority list.

H. Union Representative Data:

Within sixty (60) days of the effective date of the CBA, each AFGE local will provide to the

FSD or designee a list of the names, titles, and airport of local union representatives within the local. The AFGE local will provide the FSD or designee a written update of any changes to this list within fourteen (14) days of the date of the change.

- I. At airports where management notifies administrative personnel of bargaining unit employee separations or transfers by email, upon request to the FSD or designee, the local AFGE Union President or designee will be included in the distribution.

J. Training and Education:

1. The Parties recognize that it is in their mutual interest to have trained union representatives in the collective bargaining agreement and dispute resolution process in order to properly represent bargaining unit employees, to resolve disputes at the lowest level possible, and to foster a cooperative labor management relationship. Towards this end:
 - a. AFGE will be responsible for educating and training designated union representatives on the CBA and the dispute resolution process.
 - b. In furtherance of the above, AFGE will submit a training schedule (i.e. date, time, location, and participants) to the TSA Labor Management Relations Office.
2. The AFGE Council 100 President will designate members of the Union National Training Team who will conduct the training and communicate those names to the TSA Labor Management Relations Office. There will be two National Training Teams. Each training team will consist of two Council 100 officers. The Local President may attend each training for his/her respective local.
3. Union representatives designated as set forth in Section J.1.b and who are not on the Union National Training Team or a Local President will be permitted to attend the training once per year.
4. Training will take place Monday through Friday 0900 to 1730 or as otherwise scheduled.

- K.** Not later than one (1) year following the effective date of this Agreement. TSA bargaining unit employees will have access at the same level as other DHS employees to any exercise facility (gym) that DHS or its components control, sponsor, or subsidize. (Union proposal 8/8/16) (Union maintains 10/1/16) (Union maintains 10/3/16)

~~Not later than one (1) year following the effective date of this Agreement. TSA bargaining unit employees will have access at the same level as other DHS employees to any exercise facility (gym) that DHS or its components control, sponsor, or subsidize. (10/3/16 TSA Counter maintaining TSA Counter 8/9/16; not negotiable; please see Article 11.C.10).~~

L. Not later than one (1) year following the effective date of this Agreement. TSA bargaining unit employee's will have access at the same level as other DHS employees to any child care subsidy that DHS or its components control, sponsor, or subsidize. (Union 8/8/16)(Union maintains 10/1/16) (Union maintains 10/3/16)

~~Not later than one (1) year following the effective date of this Agreement. TSA bargaining unit employee's will have access at the same level as other DHS employees to any child care subsidy that DHS or its components control, sponsor, or subsidize.~~
(10/3/16 TSA Counter maintaining TSA Counter 8/9/16; not negotiable; please see Article 11.C.10).

**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 will provide space (where feasible) for the Union to install up to two (2) lockable bulletin boards (approximately 24" x 36") 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) Subject to available TSA-controlled space, the Union may 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) The Union's use of TSA equipment and/or supplies for internal Union matters or business is prohibited, except as otherwise provided in this Agreement.

(e) Local union representatives, in the performance of their representational responsibilities, may engage in reasonable use of TSA's fax machines that does not interfere with TSA operations or mission.

(f) Bargaining unit employees may distribute union literature in TSA-controlled employee break rooms and other non-screening areas while off-duty and consistent with the requirements of Article 11, Section C.24 and Section C.25.

(g) 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.

- (h) Link to AFGE Website: TSA will provide a link to AFGE's website www.tsa.afge.org on TSA's iShare.
 - (i) TSA will allow up to two (2) union representatives to make a ten (10) minute presentation immediately before the lunch break to new bargaining unit employees attending the New Hire Orientation. TSA will provide the Union with reasonable notice of the date and place of the orientation.
3. Use of TSA Email: The TSA email system is for official TSA business. Bargaining unit employees may use the TSA email system for limited personal use, to include union-related matters, as long as this use does not interfere with official duties or cause degradation of network services. Bargaining unit employees may not send broadcast-type messages via TSA's email network regarding any unofficial matters, including union matters, except as provided below.
- (a) The Union agrees its access and use will comply with applicable government-wide and TSA policies and guidelines and this Agreement.
 - (b) Access and use is limited to those situations where available hardware and software permit.
 - (c) Except for Union meeting notices (text only, no graphics), electronic mail cannot be used for internal union business. The content of the messages must conform to the requirements of [FOR PARTIES TO INSERT SECTION] of this Article.
4. One (1) AFGE representative designated by AFGE may speak at least once every month at shift-change briefings for no more than five (5) minutes to update bargaining unit employees on Union matters. If the AFGE representative is not a TSA bargaining unit employee, he/she may not remain at the shift briefing after providing his/her update.
5. TSA will provide prior notice to AFGE-designated local Union officials for all formal discussions so that a Union official will have an opportunity to attend.
6. TSA will provide ten (10) days prior notice to AFGE-designated Union officials for all changes in non-security related TSA policies or procedures related to the working conditions of bargaining unit employees.
7. TSA will post a Notice of Rights to Personal Representation During Examination or Investigation on each official bulletin board and will, at least once each year, send a message to all bargaining unit employees, the sole subject of which will be information regarding the Rights to Personal Representation During Examination or Investigation. AFGE may use any of the communication avenues as described in this Article to communicate with bargaining

unit employees about Rights to Personal Representation During Examination or Investigation.

8. Union representatives may carry but not display personal electronic devices, to include cell phones, while on duty. Union representatives may not use their personal electronic devices while performing screening functions on duty.
9. 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 and any other committees, task forces, and groups of employees that deal only with topics within the scope of collective bargaining, that (a) may be established by TSA management, and (b) contain bargaining unit members; (TSA Counter 10/3/16)

Scheduling committees and 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 proposal 10/3/16)

- ii) The National Advisory Council (NAC)
- iii) The Diversity Advisory Council (DAC)
- iv) Employee Advisory Councils; and
- v) Safety Action Committees

b. TSA may determine the eligibility requirements for membership on the committees, task forces, and groups of employees listed in Section C.9.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 primarily with security matters and not with the topics of collective bargaining. (10/3/16 TSA maintains Counter)

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. (AFGE Counter 8/23/16) (Union proposal 10/3/16)

d. ~~The Union shall continue to unilaterally select bargaining unit employees to serve on the national level Joint Labor Management Committee. (Union proposal 10/3/16)~~ (10/3/16 TSA does not agree; "Joint Labor Management Committee" is the same as the "Health, Safety, and Wellness Committee" - see Article 11.C.9; see also language T/A-ed in Section C.10.a below)

The Union shall continue to unilaterally select bargaining unit employees to serve on the national-level Joint Labor Management Committee. (Union proposal 10/3/16)

10. 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 110, 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.
11. Within sixty (60) days after the effective date of this Agreement, and twice per year thereafter, 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.
12. 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.
13. 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.
14. 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 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.
15. Veterans Committee:

The Parties will establish a Veterans Committee made up of at least one (1) management representative and up to six (6) Union members 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 veterans 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
-
- a. One (1) management representative and two (2) union representatives shall constitute a quorum at a meeting of the Veterans Committee.
 - b. The Committee will have two (2) co-chairs, one (1) AFGE co-chair and one (1) management co-chair.
 - c. 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.
 - d. The Veterans Committee will hold two (2) meetings per year at TSA Headquarters. The meetings will take place on Tuesdays, Wednesdays, and Thursdays of two agreed-upon weeks. The Mondays and Fridays of those two (2) agreed upon-weeks will be reserved for travel to and from the meeting locations and pre- and post-meeting Veterans Committee work. Any other Veteran Committee meetings will be held by teleconference or videoconference at a time agreed upon by the Veterans Committee members. The length of these other meetings will also be agreed upon by the Veterans Committee members.
 - e. The Veterans Committee will meet at least twice a year and AFGE representatives will participate in an official time status. TSA will pay the travel and per diem expenses, if any, of AFGE's representatives.
 - f. The Veterans Committee will be briefed on veterans' issues and concerns at each meeting.
 - g. Joint recommendations will be forwarded to the appropriate Assistant Administrator(s) for implementation. Within 60 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.
 - h. 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) 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 ... "

- i. 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) days before a Veterans Committee meeting.
- j. 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) days before a Veterans Committee meeting.

**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. TSA will post on iShare and TSA intranet all directives, handbooks, etc. and will provide an iShare link to the electronic copy of the directives and handbooks to the AFGE Council 100 President.

ARTICLE 15 GRIEVANCE AND ARBITRATION

A. PURPOSE

1. The purpose of this Article is to provide a fair and simple method for the prompt and equitable processing of grievances filed by bargaining unit employee(s), the Union, or the Agency. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. The Parties recognize that many grievances arise from misunderstandings that can be settled promptly and satisfactorily on an informal basis. The Agency and the Union will make every effort to resolve grievances informally. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
3. Employees and their representatives will be free from restraint, interference, coercion, discrimination, or reprisal for using the grievance procedure. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

B. COVERAGE AND SCOPE

1. A grievance means any complaint: (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
 - a. by an employee(s) concerning any matter relating to the employment of the employee; (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
 - b. by the Union concerning any matter relating to the employment of any employee; or (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
 - c. by any employee(s), the Union or the Agency concerning: (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
 - i. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
 - ii. any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting employment. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. Grievances on the following matters are excluded from the scope of this procedure: (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
 - a. any claimed violation relating to prohibited political activities; and (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
 - b. retirement, life insurance, or health insurance. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

C. EXCLUSIVITY

1. Grievances may be initiated by employee(s) covered by this Agreement and/or their Union representative or by the Agency. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. This is the exclusive procedure available to bargaining unit employees, the Union, or the Agency for the resolution of grievances within its scope. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

D. REPRESENTATION

1. Upon filing of a grievance, an employee may elect to be self-represented or represented by a Union representative. Anyone whom the Union has designated in writing is the representative of the Union. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. Group grievances must be filed by the Union on behalf of two or more employees. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
3. The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within five (5) days of the filing date. The Agency will provide the Union reasonable advance notice, not less than forty-eight (48) hours excluding weekends and Federal holidays, of any grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be timely provided to the Union. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
4. Where the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution shall be made through the designated Union representative. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
5. The Union and the Agency agree that grievances should be settled in an orderly, prompt and equitable manner, so that the efficiency of the Agency may be maintained and morale of employees shall not be impaired. Every effort shall be made by the Agency and the Union to settle grievances at the first level of supervision. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
6. Any denial of requested information in contemplation or connection with a grievance will be automatically joined to the grievance as an issue for the arbitrator to resolve. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

E. GRIEVABILITY/ARBITRABILITY QUESTIONS

1. The arbitrator has the authority to make all grievability and/or arbitrability determinations, including ruling on the grievability/arbitrability of positions of the parties with respect to provisions of the collective bargaining agreement, TSA Determination, Policy, Operational Directive, Management Directive, Handbook, etc. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. If either Party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together, unless otherwise mutually agreed to by the Parties. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
3. Arbitrability/grievability issues must be raised, if at all, in writing before the matter is submitted to arbitration. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
4. By mutual agreement of the Parties, issues of arbitrability may be submitted to the arbitrator by brief. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
5. Any allegations of grievability/arbitrability will be heard as threshold issues in the hearing. There will be no separate hearing for grievability/arbitrability issues, except by mutual consent. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

F. TIME LIMITS

1. A grievance concerning a continuing practice or condition including EEO matters may be presented at any time. A grievance concerning a particular act or occurrence must be presented to the management official designated below within thirty (30) days of the action or date the employee became aware of it. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. Time limits specified for each step of this procedure will be computed from the day after the receipt of the grievance by the Agency and from the day after receipt of a response by the Union. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
3. As used in this Article “day(s)” refers to calendar days unless otherwise expressly provided herein. If the day an action must be completed under this Article falls on a Saturday, Sunday, or Federal holiday, the due date shall be the next regular business day (Monday through Friday). (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
4. Proof of service shall be a return post office receipt executed by the person served; a written acknowledgment from the person served when hand delivered, a copy of an electronic mail (email) delivery confirmation, or facsimile (fax) confirmation. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

5. All the time limits in this Article may be extended by mutual consent of the Union and Management. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

G. PROCEDURES FOR EMPLOYEE GRIEVANCES

1. Step 1 Process

- a. A grievance must be submitted in writing and presented to the Step 1 management official, normally the first-line supervisor or the lowest-level management official with the authority to resolve the grievance. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
- b. The written grievance should normally contain a description of the matter(s) being grieved, including the Article(s) of the Agreement, TSA Determination, Policy, Operational Directive, Management Directive, Handbook, etc. that is involved, and the requested relief, if known. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
- c. Within ten (10) days after receipt of the grievance, the Step 1 official must hold a meeting or, if one is not requested, issue a decision in writing. If no meeting is held, the Step 1 official will issue a decision in writing no later than twenty (20) days after the grievance was filed. If a meeting is held, the Step 1 official must issue a decision within ten (10) days after the meeting. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
- d. The decision will either grant, partially grant, or deny the relief sought and contain management's rationale. The Step 1 decision will include the name, title, work location, and work telephone number of the Step 2 official. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
- e. The grievance decision may be appealed to the Step 2 official within fifteen (15) days after receipt of the Step 1 decision. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

2. Step 2 Process

- a. If the Step 2 official is located in the same airport as the grievant, the grievant or representative shall have five (5) days to make an oral and/or written presentation. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
- b. If the Step 2 official is not located in the same airport as the grievant, the grievant or representative shall have ten (10) days to make an oral and/or written presentation. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
- c. Within ten (10) days after receipt of the grievance, the Step 2 official must hold a meeting or, if one is not requested, issue a decision in writing. If no meeting is

held, the Step 2 official will issue a decision in writing no later than twenty (20) days after the grievance was filed. If a meeting is held, the Step 2 official must issue a decision within ten (10) days after the meeting. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

- d. The decision will either grant, partially grant, or deny the relief sought and contain management's rationale. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
- e. If the grievance is not settled by this method, the grieving party may invoke arbitration within thirty (30) days after receipt of the final decision in accordance with Section M of this Article. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

H. PROCEDURES FOR UNION-MANAGEMENT GRIEVANCES

1. Either party may opt to submit grievances through their respective representatives at the national, intermediate, or local levels. Grievances at the national level will be submitted to the top management official (e.g. Administrator, Assistant Administrator, etc.) or designee, or the President of the Council or designee, as appropriate. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. Grievances at the intermediate level will be submitted to the Regional Director or designee, or the Council Vice President or designee, as appropriate. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
3. Grievances at the local level will be submitted to the Federal Security Director or designee, or the Local President or designee, as appropriate. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
4. When a grievance is filed, the parties will meet and/or discuss the matter within ten (10) days after receipt unless the grieving party waives the meeting/discussion. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
5. A written decision will be issued within ten (10) days of the meeting or of the date of waiver. If no meeting is held, the management official will issue a decision in writing no later than twenty (20) days after the grievance was filed. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
6. If the grievance is not settled by this method, the grieving party may invoke arbitration within thirty (30) days after receipt of the final decision in accordance with Section M of this Article. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

I. PROCEDURES FOR IMPASSE, BAD FAITH BARGAINING, COERCION, RESTRAINT, INTERFERENCE, AND VIOLATION OF THE DETERMINATION

1. Whenever the parties are unable to reach agreement during collective bargaining negotiations, notwithstanding their efforts to do so by direct negotiations and the assistance of the Federal Mediation Conciliation Service (FMCS), the negotiations will be considered to have reached an impasse. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. The procedures contained in this subsection shall apply to: (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
 - a. issues that arise in the collective bargaining process, including, but not limited to:
 - i. Failure to agree on ground rules;
 - ii. Failure to agree on terms of the collective bargaining agreement; and (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
 - b. allegations that:
 - i. A party has failed to bargain in good faith;
 - ii. Management or the union has interfered with, restrained, or coerced any employee for exercising his/her rights regarding union activity set forth in the Determination or rights established under a collective bargaining agreement, or TSA policy;
 - iii. Management or the union failed to act in a manner consistent with the Determination;
 - iv. The union coerced, disciplined, fined or attempted to coerce a unit employee as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance, productivity as an employee, or the discharge of the member's duties as an employee; (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
3. In matters covered by paragraph I.2.a, above, either party, or both parties jointly, may declare an impasse when:
 - a. the definition of impasse in I.1 of this Section is met; and,
 - b. notice of the impasse is provided, in writing, to the other party and to the mediator, if any. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
4. In matters covered by paragraph I.2.a, the parties will engage the services of a FMCS mediator, and within thirty (30) days following the impasse declaration by one or both parties, the mediator shall assist the parties in an attempt to resolve the impasse. If the parties have already engaged in mediation during the subject negotiations, the parties will be deemed to have complied with this Section. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

5. In matters covered by paragraph I.2.b, when a grievance is filed, the parties will meet and/or discuss the matter within ten (10) days after receipt unless the grieving party waives the meeting/discussion. A written decision will be issued within ten (10) days of the meeting or of the date of waiver. If no meeting is held, a decision in writing will be issued no later than twenty (20) days after the grievance was filed. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

6. If the parties fail to, or are unable to, resolve an impasse or grievance under this section, either party or the parties jointly may invoke arbitration within thirty (30) days after receipt of the final decision in accordance with Section M of this Article. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

J. GRIEVANCE DECISIONS

All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the employee and the Union. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

K. FAILURE TO MEET REQUIREMENTS

1. In grievances, failure on the part of the Agency to meet any of the time requirements of this procedure will permit the grievance to advance to the next step. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

2. If the grievant, after receiving a grievance decision fails to timely pursue the grievance, the grievance shall be terminated. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

3. Failure to issue a decision will not in and of itself terminate a grievance. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

L. WITHDRAWAL

The Union, acting as the exclusive representative of all employees in the bargaining unit, may, at any step of this procedure, withdraw on a nondiscriminatory basis from the grievance. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

M. ARBITRATION-- PRELIMINARY PROCEDURES

1. A grievance processed under this agreement, if unresolved, may be referred to arbitration as provided for in this article. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

2. Only the Union or the Agency may refer a grievance to arbitration. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
3. A notice to invoke arbitration must be in writing and served on the opposite party within thirty (30) days after receipt of the written decision rendered in the final step of an action processed under this Article. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
4. Within fifteen (15) days prior to the date of the arbitration hearing, the Parties shall try to define the issue(s). If the parties fail to agree on a joint submission of the issue for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

N. METHOD OF SELECTING AN ARBITRATOR

1. The Union and the Agency will maintain a national roster of not fewer than ten (10) arbitrators, mutually agreed to by the parties, who have security and collective bargaining backgrounds. For each matter submitted to arbitration, unless the Parties mutually agree on an arbitrator, the representatives of the Union and the Agency will participate in the selection of an arbitrator from this roster by the alternate striking of names. The toss of a coin will determine which Party will strike first. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. If for any reason either party refuses to participate in the selection of an arbitrator, the non-refusing party will be empowered to make a direct designation of an arbitrator to hear the case. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
3. The roster of arbitrators will be reviewed annually by the Parties. Each Party has the right to eliminate one arbitrator from the panel list annually. The Parties will meet on the first work day of November to determine if either Party wishes to eliminate an arbitrator from the panel. The eliminated arbitrator will be replaced by a mutually agreed upon arbitrator subject to the same requirements as the initial members of the roster. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
4. Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the hearing. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
5. When a grievance concerns a complaint of sexual harassment, Equal Employment Opportunity, the hearing shall be a closed forum upon request of the Union. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
6. When a grievance involves security procedures, the hearing shall be a closed forum upon the request of the Agency. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

O. REFUSAL TO PARTICIPATE

Should either party refuse to participate in arbitration, the other party may present the case to the assigned arbitrator, who shall have authority to render a final and binding decision. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

P. WITNESSES AND PARTIES

1. The grievant(s), the grievant's representative, and technical advisor, if any, and all employees identified as witnesses, who are in an active duty status, shall be excused from duty and granted duty time and travel and per diem expenses to the extent necessary to participate in all phases in the arbitration proceeding, either as a Party or to testify as a witness, without loss of pay. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. The grievant shall be entitled to a Union representative. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
3. The Agency shall ensure that all witnesses who are employed by the Agency are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

Q. BRIEFS

Post-hearing briefs, if any, will be submitted within thirty (30) days after the close of the hearing unless otherwise provided by the arbitrator or mutual agreement of the Parties. Either Party may waive, at its sole discretion, the right to file its post-hearing brief. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

R. AUTHORITY OF ARBITRATOR

1. The arbitrator has the authority to administer oaths, take testimony, issue subpoenas, rule on motions and requests for appearance of witnesses and production of records. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. The arbitrator has the authority to determine all procedural matters concerning the hearing, including the length of sessions, conduct of persons in attendance, recesses, continuances, and adjournments. Arbitration hearings are administrative in nature and not court proceedings. The arbitrator shall be the judge of the relevancy and materiality of the evidence offered and conformity to the legal rules of evidence shall not be necessary. The Federal Rules of Civil Procedure or Rules of Evidence are not applicable. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

3. The arbitrator's decisions shall be final and binding subject to the Parties' right, if applicable, to initiate court action. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
4. The arbitrator may retain jurisdiction over a case when necessary to enforce the award, clarify the award, or award attorney's fees. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

S. EX PARTE COMMUNICATION WITH ARBITRATOR

There will be no communication with the arbitrator unless both Parties are participating in the communication. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

T. ARBITRATOR'S AWARD

The arbitrator shall render a final and binding written decision no later than thirty (30) days after the conclusion of the hearing or the closing date of the filing of any post-hearing briefs unless the Parties mutually agree to extend this time limit. The decision shall be considered effective immediately on the date it is signed by the arbitrator, unless a different date is ascribed by the arbitrator. The appropriate Party will immediately take the actions required by the final decision within ten (10) days after it becomes final and binding, except as may otherwise be provided by the arbitrator's decision. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

U. COSTS OF ARBITRATION

1. The Parties agree to share equally the cost of regular fees, including travel expenses of the arbitrator selected to hear the case. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
2. Each Party will inform the other no later than fourteen (14) days prior to the start of the arbitration whether it desires a transcript of the hearing. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared, but must bear all costs incurred in its preparation. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
3. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

V. ATTORNEY FEES AND EXPENSES

1. Reasonable attorney's fees and expenses will be provided to the Union consistent with the Back Pay Act, 5 U.S.C. 5596. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

2. The arbitrator's award on the issue of attorney fees will be issued within thirty (30) days of the arbitrator's receipt of the Agency's response to the Union's request for attorney's fees. The arbitrator will provide a detailed explanation of why fees were or were not granted, as well as the hours and rates allowed. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)
3. All charges of the arbitrator incurred in connection with the award of attorney fees will be shared equally by the parties. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

W. CONFIDENTIALLY

A description of any matter in dispute and the basis upon which it is resolved in any confidential settlement agreement may be available for TSA's and AFGE's internal use or business. (Union Proposal 10.8.15) (Union maintains proposal 9.1.16)

ARTICLE 16: INVESTIGATIONS

A. PURPOSE:

This Article contains the procedures to be followed when bargaining unit employees are the subjects of or involved with investigative and administrative interviews. These procedures will be followed by the Agency, Union, and employees participating in these interviews/examinations. (Union proposal 9/6/16)

B. GENERAL PRINCIPLES:

1. An employee being interviewed by a representative of the Agency (e.g., Department of Homeland Security Office of Inspector General, Transportation Security Administration Office of Inspections, Investigations) in connection with either a criminal or non-criminal matter has certain entitlements/rights regardless of who is conducting the interview. (Union proposal 9/6/16)
2. When the Agency knows in advance that it is going to conduct an interview of an employee(s), the AFGC Local President will receive reasonable advance notice when interviews are being conducted by the Agency and whether the interview will be audio- and/or video-tape recorded. The Union will also be informed of the location, date, and general subject matter of the interview. (Union proposal 9/6/16)
3. Absent extenuating circumstances, interviews will be conducted at the employee's worksite. The Agency will provide time and reimburse the employee and his or her union representative to travel to and from the location of the interview. (Union proposal 9/6/16)
4. If the interview is audio- or video-tape recorded, TSA will provide a summary or transcript of any interview made to the affected employee and/or his/her designated representative prior. The employee and representative will be given a reasonable period of time, based on the length of the summary or transcript, to identify and submit corrections they feel are appropriate. The summary or transcript, including all submitted corrections, will become the official record of the investigation.
5. Employees will not be required to submit to a polygraph test. The Agency may request employees take polygraph tests; however, employees are not required to take the test. (Union proposal 9/6/16)
6. In some circumstances, a written statement may be used as a substitute for an oral interview in connection with an investigation. When the Agency requests a written statement, the employee will be given twenty-four (24) hours to provide a statement, except for the resolution of a security incident that is time sensitive and requires immediate action. The Agency must adhere to the provisions of this article, including

the right of the employee to consult with a Union representative prior to completing the written statement. (Union proposal 9/6/16)

7. Prior to interviewing anyone other than the subject of the investigation, the Agency will be mindful of its obligations to obtain all reasonable and necessary information from the employee, rather than others, in accordance with the Privacy Act. (Union proposal 9/6/16)
8. The Parties endorse the concept of timely disposition of investigations and disciplinary/adverse actions. Unless the investigation is conducted by an entity external to TSA, the investigation will be included in thirty (30) days. (Union proposal 9/6/16)
9. Employees and Union representatives acknowledge their responsibilities under Sections C and D below when participating in investigative and administrative interviews. (Union proposal 9/6/16)
10. Agency representatives will act in a professional manner when conducting investigative and administrative interviews. (Union proposal 9/6/16)

C. NOTICE:

1. 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 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 [XX]), shall be signed and dated by the investigating agent 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 proposal 9/6/16)
2. In the event 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 proposal 9/6/16)
3. **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 [XX]) that the employee signs at the beginning of the interview and is witnessed by the investigating agent. (Union proposal 9/6/16)
 - a) 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.

- b) The arrangements made to accommodate Union representation in subsection (a) above may not cause an unnecessary delay prompting an obstruction of the Agency's investigation. (Union proposal 9/6/16)
 - c) 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 proposal 9/6/16)
 - d) Interviews that continue beyond the employee's regular duty hours shall constitute hours of work and be compensated by the Agency. (Union proposal 9/6/16)
 - e) The Agency will annually inform employees of their rights to Union representation. (Union proposal 9/6/16)
4. **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 [XX]), which shall be signed and dated by the investigating agent 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 proposal 9/6/16)
5. **Miranda Rights:** When an employee who is the subject of a criminal investigation is interviewed in custody by the Agency, the employee shall be given a statement of his/her U.S. Constitutional rights in writing on a form (see Appendix [XX]) prior to commencement of questioning. The form shall be signed and dated by the investigating agent. 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 proposal 9/6/16)
6. **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 [XX]) that the employee signs and dates prior to the commencement of questioning. The form shall also be signed and dated by the investigating agent. The original will be part of the record and a copy will be given to the employee. (Union proposal 9/6/16)
7. **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 [XX]) 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 investigating agent. The original will be part of the record and a copy will be given to the employee. (Union proposal 9/6/16)

- a) 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 Section 6 above, the Agency representative has the authority to inform the employee that: (Union proposal 9/6/16)
- b) The employee must disclose any information known to him concerning the matter being investigated; (Union proposal 9/6/16)
- c) The employee must answer any questions 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 proposal 9/6/16)
- d) The employee's failure or refusal to answer such questions may result in disciplinary or adverse action; (Union proposal 9/6/16)
- e) A false answer to any such question may result in criminal prosecution. (Union proposal 9/6/16)
- f) 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 proposal 9/6/16)
- g) 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 proposal 9/6/16)

D. RIGHT OF UNION REPRESENTATIVE:

1. When the person being interviewed is accompanied by a representative furnished by the Union, in both criminal and non-criminal cases, the role of the representative includes, but is not limited to the following rights: (Union proposal 9/6/16)
 - a) To clarify the questions; (Union proposal 9/6/16)

- b) To clarify the answers; (Union proposal 9/6/16)
- c) To assist the employee in providing favorable or extenuating facts; (Union proposal 9/6/16)
- d) To suggest other employees who have knowledge of relevant facts; and (Union proposal 9/6/16)
- e) To advise the employee. (Union proposal 9/6/16)

2. A union representative may not disrupt an investigation by transforming the interview into an adversarial contest. (Union proposal 9/6/16)

3. In the event the employee chooses anyone other than a Union representative, AFGE will be invited to the investigation merely to observe. (Union proposal 9/6/16)

E. CONCLUSION OF INVESTIGATION:

1. If the investigation results in a proposed criminal action, proposed administrative action, or no action, the Agency will notify the affected employee of that fact in writing. (Union proposal 9/6/16)

2. Any administrative action (i.e., disciplinary or adverse action) issued will be fair, impartial, and timely (i.e., in order to not create an unreasonable delay that materially prejudices the employee). (Union proposal 9/6/16)

F. PERIODIC BACKGROUND INVESTIGATIONS:

1. The following procedures are applicable to any AFGE bargaining unit employee undergoing a Periodic Background Investigation: (Union proposal 9/6/16)

2. Employees will be permitted to utilize administrative time to complete the forms required for their respective periodic background investigation. It is understood that some employees may need more time than others to complete the forms. (Union proposal 9/6/16)

3. Administrative time may not necessarily be taken consecutively. It may need to be scheduled an hour or two at a time, based on workload and staffing requirements. (Union proposal 9/6/16)

4. Employees will be permitted to leave the work site during the administrative time if reasonably necessary to complete the forms. Due to potential privacy conflicts, employees need not provide specific reason(s) for requesting time away. A general explanation or a reference to one of the following examples will be sufficient.

Examples of situations for which employees shall be permitted to leave the work site are: to visit a financial institution, to visit a storage facility to inventory property, or to find a private location to complete the forms. However, if a private work location is afforded the employee, (s)he is encouraged to complete the forms at the work location. (Union proposal 9/6/16)

5. Employees may request copies of their last set of previously completed forms similar to those that are now required. The employee's periodic background investigation package will identify where to forward this request. Employees shall have thirty (30) days from the date they receive the requested information to complete the documents. Employees may request one thirty (30) day extension (Union proposal 9/6/16)
6. Employees will receive sufficient training to enable them to access and use the government's electronic filing system. (Union proposal 9/6/16)
7. Investigators will advise all third parties they interview of the purpose of the periodic background interview prior to asking any questions. (Union proposal 9/6/16)
8. Absent extenuating circumstances, periodic background interviews will be conducted at the employee's worksite during duty hours. (Union proposal 9/6/16)
9. Copies of the certification of investigation will be inserted into the employee's Official Personnel Folder (OPF) and the Agency will take necessary steps to notify the employee of the completion of the periodic background simultaneous to the entry in the OPF. (Union proposal 9/6/16)

APPENDIX XX

GENERAL NOTICE

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:

_____ This 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 Investigating Agent Date

RECEIPT BY EMPLOYEE

Signature of Employee Date (Union proposal 9/6/16)

APPENDIX XX

Miranda Rights

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 answering any question, and you 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 Investigating Agent Date

WAIVER

I have had the above statements of my rights read and explained to me and fully understanding 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) (name) (Union proposal 9/6/16)

APPENDIX A

In the event Management makes a change in a term or condition of employment that: (1) is not excluded from collective bargaining under Section III.B.3 of the Determination, and (2) that results in a collateral effect on an issue or section of an Article, the Parties agree that the Union may reopen the affected issue or section(s) of such Article for term negotiations. Issue(s) or section(s) not affected by Management's action or change in a term or condition of employment will not be reopened. Reopening an affected issue for term negotiations will not preclude the change from taking effect. This provision shall not be read to expand the authority to make changes affecting terms of the collective bargaining agreement beyond the authority set out in the Determination.

AFGE-TSA

— Contract —

*Incorporating 2017
Settlement Agreement Provisions*

