



MASTER AGREEMENT

AFGE TSA COUNCIL 100 & TRANSPORTATION SECURITY ADMINISTRATION

2024



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2024 COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1: PREAMBLE

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

The Agency and the Union (the Parties) recognize that bargaining unit employees are essential to achieving the Agency's critical security mission and that a cooperative working relationship between labor and management plays a vital role in the success of the bargaining unit employees. The Parties recognize that the labor management relationship must be built on a solid foundation of trust and mutual respect, promote a quality work environment for all employees, and enable successful performance of TSA's mission.

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ARTICLE 2: RECOGNITION

A. PARTIES TO THE AGREEMENT:

1. The Parties to this Agreement are the Transportation Security Administration (TSA or Agency) and the American Federation of Government Employees AFL-CIO (AFGE or Union).
2. The Parties understand that the term Agency when used in the context of this Agreement will refer to the Transportation Security Administration.
3. The Parties understand that the term Union when used in the context of this Agreement will refer to AFGE.

B. UNIT OF RECOGNITION AND COVERAGE:

1. The unit of recognition covered by this Agreement is the bargaining unit defined as the full- and part-time non-supervisory personnel carrying out screening functions under 49 U.S.C § 44901, as that term is used in the Aviation and Transportation Security Act (ATSA), Pub. L. 107-71, § 111(d), and as stated in the June 29, 2011 Federal Labor Relations Authority *Certification of Representative*.
2. Where the term "employee" or "employees" is used, it is understood that it includes only bargaining unit employees unless it is: (a) a term from an Agency policy where such term is taken to mean "employees" (including but not limited to bargaining unit employees); or (b) otherwise expressly stated.

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ARTICLE 3: EMPLOYEE RIGHTS

- A. Bargaining unit employees have the right to discuss representational matters with a Union representative consistent with this collective bargaining agreement.
- B. The Parties understand that bargaining unit employees shall have and shall be protected in the right to form, join, and assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal.
- C. Bargaining unit employees have the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the Agency, to other officials of the Executive Branch, Congress, and/or other appropriate authority.

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ARTICLE 4: MANAGEMENT RIGHTS

- A. The Parties understand that TSA has the management rights provided for in the *Determination on Transportation Security Officers and Collective Bargaining* (which incorporates the provisions of Chapter 71 of Title 5 of the U.S. Code as set forth in the Determination).

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ARTICLE 5: UNION RIGHTS

- A. The Union is the exclusive representative of the employees in the bargaining unit.
- B. Formal Discussions: The Parties understand that the Union has the right to be given the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. In addition to this Article, TSA MD 1100.77-5, *Formal Discussions*, contains the policy and procedures concerning this Union right. In the event of a conflict, the provisions of this collective bargaining agreement shall govern.
- C. Weingarten Rights: *Weingarten* rights are set forth in Article 26: *Interviews in Connection with an Examination by an Agency Representative*.
- D. Requests for Information:
1. Upon request and to the extent not prohibited by law, the Agency will furnish to the Union, or its authorized representative, data:
 - a. which is normally maintained by the Agency in the regular course of business;
 - b. which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
 - c. which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors relating to collective bargaining.
 2. The Union agrees to document the requests for information and provide the particularized need why the information is necessary, relevant, and how it will be used.
 3. A submission of a request for information will not delay the filing or processing of a grievance.
 4. This information will be provided at no cost to the Union. If the Agency believes that it will need more than ten (10) workdays to provide the requested information, it should provide a good faith estimate of when that information will be provided. The Parties recognize that the amount of time that it takes to respond to a request for information can depend on the complexity of the request.
- E. New Hire Orientation:
1. TSA will allow up to three (3) union representatives to make a thirty (30) minute presentation immediately before the lunch break to new bargaining unit employees

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attending the New Hire Orientation. No recruiting or other internal union business may be conducted during the orientation.

2. For those union representatives who are TSA employees, they may be on official time consistent with Article 6: *Union Representatives and Official Time* when making the thirty (30) minute presentation. Duty time will not be authorized. For any travel associated with the thirty (30) minute presentation, official time may be authorized within the jurisdiction of that union representative's local. When official time for travel is approved for a union representative to make the presentation, TSA will not incur any cost associated with the travel.
3. TSA will provide the Union with reasonable notice, generally at least one (1) full pay period, of the date, location, and time of the orientation, as well as the approximate number of new hire bargaining unit employees attending the orientation.

F. TSA Training Academy:

1. The Agency will give the Council 100 President or designee reasonable notice, generally at least one (1) full pay period where possible, of the date(s), location, time, and the approximate number of bargaining unit employees who will be attending new hire training at a TSA training academy.
2. In a TSA-controlled area, TSA will allow (where feasible) the Union to install one (1) lockable bulletin board (approximately 24" x 36"), purchased by the Union, in a break room or equivalent space. The purpose of this bulletin board will be to provide bargaining unit employees with pertinent contact information and notices of employee rights. Such bulletin boards will be for the exclusive use of the Union.
3. The Parties understand that the Union rights addressed in this Article also apply to the representation of bargaining unit employees who are attending new hire training at a TSA training academy. For any travel associated with the representational activity, official time may be authorized. The Union should send representatives who are located within a reasonable commuting distance. When official time for travel is approved for a Union representative to perform representational activities, TSA will not incur any cost associated with the travel.

G. Access to TSA-Controlled Space for Union and Representational Activities:

1. The Parties understand that AFGE and TSA are permitted to bargain locally over access to TSA-controlled space for union representational activities consistent with Article 13: *Bargaining*.
2. Unless and until a local agreement is reached and in effect consistent with Article 13: *Bargaining*, the Parties will adhere to the following:

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- a. 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:
 - i. 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.
 - ii. Requirement to include date, time, and location of activity.
 - iii. Name, title, and contact information of TSA official designated by the FSD to receive requests.
 - iv. 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.
 - v. FSDs or their appointed designees should approve requests that are reasonable and do not disrupt or negatively impact operations.
 - vi. 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.
 - vii. 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.
 - viii. 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 their TSA-issued ID media and proceed through screening. Airport issued media will not be used for these purposes.
 - ix. 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 their assignment when they request 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.

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- x. 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.

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ARTICLE 6: UNION REPRESENTATIVES AND OFFICIAL TIME

A. GENERAL PROVISIONS:

1. Upon request and approval, as detailed below, a reasonable period of official time will be granted to bargaining unit employees elected or designated to serve as union representatives to perform representational duties consistent with the Determination on Transportation Security Officers and Collective Bargaining (Determination) (which incorporates the provisions of 5 U.S.C. Chapter 71 as set forth in the Determination) and the collective bargaining agreement.
2. The Parties understand union representatives will not suffer any loss of pay for use of official time in accordance with the Determination (which incorporates the provisions of 5 U.S.C. Chapter 71 as set forth in the Determination), other applicable government rules and regulations, and/or the collective bargaining agreement.
3. Union representatives on 100% official time will not perform any screening duties or any technical proficiency assessments and their TSO certification may lapse.
 - a. The Union may not designate a bargaining unit employee for official time until the bargaining unit employee has completed all initial certification requirements.
 - b. Because they will be performing union activities on a full-time basis and not be performing any TSA duties, these bargaining unit employees will be presumed to have attained the same performance level they earned in the most recent rating of record which was not presumed.
 - c. Union representatives on 100% official time for the entire rating period will not be eligible for awards for screening performance; however, they are eligible for other awards.
 - d. When a union representative on 100% official time completes their full-time official time service, they will be required to complete a return-to-duty training program and pass certification testing, as determined by the Agency. The amount of time and level of return-to-duty training and certification testing will be based on TSA Policy. Failure to successfully complete the return-to-duty training and certification requirements may result in removal from TSA.
4. When a representational activity is held at a particular time and/or official time is approved for a representative, the Agency will make the necessary shift adjustments for the participants to be on duty during the scheduled or requested date and time, subject to operational needs.
5. Upon request and approval in advance, a reasonable period of leave without pay (LWOP) will be granted to Council 100 and Local Officers for the purposes of carrying out Union-

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related duties. LWOP requests must be made in accordance with Article 17: *Attendance Management Process*.

B. AUTHORIZED USES OF OFFICIAL TIME:

1. Union representatives will be authorized for, and may be approved subject to operational needs and consistent with this Agreement, official time for representational duties consistent with the Determination on Transportation Security Officers and Collective Bargaining (Determination) (which incorporates the provisions of 5 U.S.C. Chapter 71 as set forth in the Determination), including all matters relating to the administration of the collective bargaining agreement, such as but not limited to:
 - a. Formal discussions, *Weingarten* rights, and New Hire Orientation as set forth in Article 5: *Union Rights*.
 - b. Investigating, preparing for, participating in, and representing employees in regard to:
 - i. discrimination complaints and appeals;
 - ii. informal employee or labor-management complaints;
 - iii. unfair labor practice charges (if applicable) or grievances alleging unfair labor practices and related hearings or any equivalent proceeding;
 - iv. grievances;
 - v. corrective, disciplinary, or adverse actions for which the bargaining unit employee has a right to representation;
 - vi. arbitration hearings;
 - vii. statutory appeals as authorized under Chapter 71 (if any);
 - viii. health and safety related matters as authorized by law, regulation, policy, and the collective bargaining agreement;
 - ix. attendance at CBA committee meetings as the designated Union representative(s);
 - x. labor-management meetings;
 - xi. serving as technical advisor, co-representative, or otherwise assisting during hearings;
 - xii. negotiations;

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- xiii. presenting the views of the Union to the Agency, officials of the Executive Branch, the Congress, and/or other appropriate authority;
 - xiv. maintaining records and reports required of the Union by the Determination (which incorporates by reference 5 U.S.C. § 7120(c)); and
 - xv. attending conventions, conferences, and meetings of professional organizations when it is mutually determined it will be of benefit to the bargaining unit employee and TSA.
- c. Meeting, communicating, or conferring with bargaining unit employees and representatives of the Union concerning representational functions.
 - d. Attending training if determined by both Parties to be mutually beneficial to both Parties.
 - e. Reviewing and responding to memoranda, letters, and requests from Agency Representatives consistent with their representational duties.
 - f. Reviewing and disseminating manuals, and notices, which affect bargaining unit employee personnel policies, practices, or working conditions.
- 2. The list of representational activities in Section B.1 is not exhaustive. Union representatives may request and be approved for official time for representational activities not listed in Section B.1.
 - 3. If a request for official time is denied, the reason will be provided in writing and may be grieved.

C. PROHIBITED USES OF OFFICIAL TIME: Union representatives shall not use official time for the following purposes:

- 1. Any activities that are in violation of any applicable law, rule, or regulation.
- 2. Internal union business (e.g., solicitation of membership, election of union officials, the collection of dues) in violation of Section 1 of the Determination (which incorporates by reference 5 U.S.C. Section 7131(b)).

D. 100% AND 50% OFFICIAL TIME:

- 1. In recognition of the nature and complexity of Agency operations consisting of rapidly evolving round-the-clock operations, TSA agrees that the Union will receive the below pre-authorized allocation of official time for Union use as follows:
 - a. The Union shall be granted a total of 193 official time positions, to be assigned by Council 100, subject to appropriations. Council 100 officers are included in this total.

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The Union may designate positions as 100% or 50%, and at least 25 of the 193 total positions will be designated as 50%.

2. Allocation of 100% official time positions subject to Section D.1.a:
 - a. At an airport with less than 300 bargaining unit employees (as set forth in the most recent report provided under Article 36: *Communications*, Section B.12), there can be a maximum of two (2) 100% official time union representatives. At an airport with 300 or more but less than 450 bargaining unit employees, a maximum of three (3) 100% official time union representatives; 450 or more but less than 600, a maximum of four (4) 100% official time union representatives; 600 or more but less than 750, a maximum of five (5) 100% official time union representatives; and continuing in the same pattern with one additional 100% representative for each additional 150 bargaining unit employees. Up to twelve (12) Council 100 Officer(s) will not count towards this formula.
 - i. Any airports which exceed this allocation as of October 25, 2023, may continue to maintain that number of 100% official time union representatives, and may not reassign or add additional 100% positions until their allocation is consistent with Section D.2.a.
 - ii. Airports will not lose a 100% official time position previously allocated unless the total number of bargaining unit employees remains below the applicable threshold for the last three reports under Article 36: *Communications*, Section B.12.
 - b. The allocation of 100% official time positions across airports cannot exceed the total number of official time positions in Section D.1.a.
3. The Union will provide the Agency with a roster of its Council 100 officers within thirty (30) calendar days of the effective date of this Agreement and annually thereafter.
4. The Union must provide written notice to TSA identifying the bargaining unit employees placed on official time under this section along with a statement listing these bargaining unit employees' duties and responsibilities on behalf of the Union.
5. Council 100 will provide written notice to the Director of TSA Labor Relations or designee whenever it adjusts a bargaining unit employee's block time allocation (e.g., changes an employee's block time from 100% to 50% or 50% to 100%) or adds/removes a bargaining unit employee to/from a block time position. TSA will implement changes within ninety (90) days after receiving notice.
6. Work schedule assignments, participation in shift and annual leave bid(s), and administrative matters for union representatives on 100% official time:
 - a. The local union president or designee will establish the work schedules for the union representatives in their jurisdiction and notify the designated management official in

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writing of those schedules in advance of the administrative workweek. Those work schedules must fall within Monday through Friday during the hours of 0600 and 1800.

- b. Union representatives serving on 100% official time will not participate in the shift and annual leave bid(s).
 - i. Union representatives on 100% official time who complete their full-time official time service may select any shift schedule that would have been available to them during the latest shift bid, consistent with their seniority, and will work that schedule. They will then participate in the next applicable shift bid.
 - ii. Union representatives who were on 100% official time and who complete their full-time official time service will be allowed to take all previously approved annual leave. Any subsequent annual leave requests must be made consistent with Article 20: *Annual Leave Bid Process*.
 - c. The Parties understand that union representatives on 100% official time who want to telework must follow TSA MD 1100.30-5, *Telework Program*, and associated Handbook.
 - d. Within thirty (30) days of the effective date of this Agreement, all union representatives on 100% official time must complete the required TSA electronic system training. Starting the first pay period after completion of the training, unless the TSA electronic system is not available or the local airport permits the submission of paper time and attendance records, representatives on 100% official time must submit and validate their time and attendance records in the TSA electronic system each pay period. For union representatives designated on 100% official time after the effective date of this Agreement, they must complete the required TSA electronic system training within thirty (30) days from the date they begin 100% official time service and, unless the TSA electronic system is not available or the local airport permits the submission of paper time and attendance records, validate their time and attendance records in the TSA electronic system starting the first pay period after completion of the training.
 - e. Unless the TSA electronic system is not available or the local airport permits leave requests to be submitted in accordance with Article 17: *Attendance Management Process*, all requests for leave will be submitted to the designated management official in the TSA electronic system.
 - f. Time and attendance records must be annotated appropriately to record a union representative's use of official time.
7. Work schedule assignments, participation in shift and annual leave bid(s), and administrative matters for union representatives on 50% official time:
- a. Union representatives on 50% official time will work with local management to schedule their official time duties and TSA duties.

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- b. Union representatives on 50% official time are required to participate in the shift and annual leave bid(s) consistent with Article 19: *Shift Bid Process* and Article 20: *Annual Leave Bid Process*.
- c. The Parties understand that union representatives on 50% official time who want to telework while on official time (i.e., not during the part of their schedule when they are performing screening functions) must follow TSA MD 1100.30-5, *Telework Program*, and associated Handbook.
- d. When they are performing screening functions, union representatives will be required to use the designated time clock station in accordance with Article 17: *Attendance Management Process*.
- e. For the part of their schedule when on official time, union representatives will submit a paper time and attendance record (provided by management) to the designated management official.
- f. All requests for leave will be submitted consistent with Article 17: *Attendance Management Process* and Article 20: *Annual Leave Bid Process*.
- g. Time and attendance records must be annotated appropriately to record a union representative's use of official time.

E. **AD HOC OFFICIAL TIME:**

- 1. Union representatives who are not on 100% and 50% official time can request and may be approved for official time on an *ad hoc* basis consistent with this Article. Union representatives who are on 50% official time can request and may be approved for official time on an *ad hoc* basis only for up to eighty (80) hours per calendar year for the purpose of attending union trainings.
- 2. The Parties understand that union representatives on *ad hoc* official time who want to telework while on official time must follow TSA MD 1100.30-5, *Telework Program*, and associated Handbook.

F. **OFFICIAL TIME BANK:**

- 1. A bank of 75,000 total official time hours will be allocated for *ad hoc* use per calendar year, consistent with the requirements of this Article, subject to appropriations.

NOTE: Union representatives on 100% official time are ineligible for *ad hoc* official time, and Union representatives who are on 50% official time can request and may be approved for official time on an *ad hoc* basis only for up to eighty (80) hours per calendar year for the purpose of attending union trainings.

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2. Any time spent by employees, including Union representatives, that is provided under separate authority to participate in certain statutory procedures (e.g., proceedings before the Equal Employment Opportunity Commission) will not be charged to the official time bank.
3. Official time approved for union representatives on an *ad hoc* basis to participate in bargaining for a new collective bargaining agreement and any related third-party proceedings will not be charged to the official time bank.

G. USE OF OFFICIAL TIME BANK:

1. Approval of official time from the bank is subject to the Agency's operational needs, and must be requested in accordance with the requirements in this subsection. If official time is denied for operational reasons, management will provide the reason in writing.
2. Upon request by the Council 100 President or designee, the Agency will provide the Union with a report indicating the total number of official time hours used in the past quarter from the bank of hours.
3. Official time used from the additional bank of hours for representational activities will be requested using the following procedures:
 - a. The request must be made using TSA Form 1160-6, *Union Representative Official Time*, or any other form if mutually agreed to by the Parties, which must be completed in its entirety.
 - i. Requests for official time must be submitted by the union representative to the designated management official. The Agency will provide the Local Union President with an up-to-date list of designated management officials within the Local's jurisdiction.
 - ii. Union representatives seeking official time should request only the amount of time believed necessary to address the matter. The minimum amount of official time that may be requested is a fifteen (15) minute increment.
 - iii. If a standing meeting on workplace issues is established and it is a formal discussion, a bargaining unit employee who is designated as the union representative to attend the standing meeting may receive official time on a recurring basis consistent with this Article.
 - iv. The request normally must be submitted in advance on TSA Form 1160-6, *Union Representative Official Time*, or any other form if mutually agreed to by the Parties. Requests can be made in advance orally in cases where such advance written notices would be impractical. Examples of instances where the advance submission of TSA Form 1160-6, or any other form if mutually agreed to by the Parties, would be impractical are: shootings, traumatic incidents, significant

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incidents, and events directed by the Agency (e.g., Agency-initiated meetings, phone calls, interviews) scheduled on short notice. In these circumstances, TSA Form 1160-6, or any other form if mutually agreed to by the Parties, will be submitted subsequently. Oral requests for official time must be approved prior to the union representative taking the official time.

- v. Time and attendance records must be annotated appropriately to record a union representative's use of official time.
 - vi. If the matter for which official time was requested and approved consumes less time than is authorized, the bargaining unit employee must report in a timely manner to the immediate supervisor for instructions, which may include returning to duty.
 - vii. Designated management officials are required to promptly review requests for official time and respond to the requesting bargaining unit employee as soon as possible.
 - viii. Upon exhaustion of the hours in the bank, no subsequent requests will be approved for bargaining unit employee union representatives not designated as 100% or 50% official time unless the representational matter is covered by the EEO regulation, 29 CFR 1614.
- b. Upon receipt of a complete TSA Form 1160-6, *Union Representative Official Time Request*, or any other form if mutually agreed to by the Parties, the designated Management official will promptly review the request and approve or deny it as soon as possible. The designated management official will retain one copy and return one copy to the requestor.
 - c. If the union representative is not provided an answer to the request prior to the time requested, the representative may not assume it is approved.
 - d. When appropriate, the Agency will work with the representative to schedule an alternate time and/or date for use of the requested official time. The alternate time and/or date will be noted on the TSA Form 1160-6, *Union Representative Official Time Request*, or any other form if mutually agreed to by the Parties.
 - e. If official time is denied, the designated management official will provide a written explanation for the denial as soon as possible. If the request is denied because of operational needs, management will work with the requestor to identify an alternate time.
 - f. If the request is approved, the Union representative will provide their supervisor with a written copy of TSA Form 1160-6, *Union Representative Official Time Request*, or any other form if mutually agreed to by the Parties, showing approval.

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H. TRAVEL FOR UNION REPRESENTATIVE:

1. Once official time is authorized for a specific function that requires travel outside a Union representative's work location, the representative will be permitted to leave the facility to discharge their functions after notifying their respective supervisor of their destination, expected return date/time, and the category of representational activity involved. When travel is approved for a union representative to conduct representational activities, TSA will not incur any cost associated with bargaining employee travel for the representational activity, unless specifically authorized.
2. Where travel to another location within the jurisdiction of a Local union is necessary for representational activities consistent with the provisions of the collective bargaining agreement, official time may be authorized for such travel.

I. **ALLEGATIONS OF MISUSE:** Each union representative is responsible for utilizing official time only for authorized purposes, consistent with the Determination and this Agreement. Alleged misuse of official time shall be brought on a timely basis to the attention of the Director of TSA Labor Relations or designee, who will then notify the Council President of the allegation.

J. UNION REPRESENTATIVE APPEARANCE WHILE ON OFFICIAL TIME:

1. Union representatives on official time are required to present a neat, clean appearance, to reflect the required level of professionalism while performing their representational duties in a TSA work area. Any management concerns about the appearance of a union representative will first be brought to the Local President (or, if the concern is about the Local President, to the Council 100 President).
2. Union representatives on official time are not required to wear a TSA uniform while performing their representational duties in a TSA work area but may if they so choose. If they choose to wear the TSA uniform, they must wear the TSA uniform in accordance with Article 16: *Uniforms, Uniform Allowances, and Appearance*.
3. Union representatives on 50% official time must wear the TSA uniform while performing screening duties in accordance with Article 16: *Uniforms, Uniform Allowances, and Appearance*.

K. TRANSFERS:

1. Union representatives on 50% official time and *ad hoc* official time can transfer consistent with Article 23: *Transfer Policy*.
2. Union representatives on 100% official time can transfer consistent with Article 23: *Transfer Policy*. If the union representative on 100% official time transfers into an airport that has already met its allocation as set forth in Section D.2, that union representative will no longer be on 100% official time and must successfully complete all required

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certifications at the gaining airport. If the union representative on 100% official time transfers into an airport that has not already met its allocation set forth in Section D.2, that union representative can continue to serve on 100% official time and will not be required to be certified at the gaining airport.

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ARTICLE 7: DUES WITHHOLDING

A. **PURPOSE:** This Article addresses the process for Union dues withheld through payroll deduction.

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 5/2022. 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 timely 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 change.

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ARTICLE 8: DISTRIBUTION OF COLLECTIVE BARGAINING AGREEMENT

- A. Electronic Distribution: TSA will post the current collective bargaining agreement on TSA's intranet. The posted collective bargaining agreement will have hyperlink ability to assist bargaining unit employees in navigating through the collective bargaining agreement.
- B. [Blank] The Parties did not reach agreement on this provision.

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ARTICLE 9: FACILITIES

A. PURPOSE:

1. Appropriate use of facilities within the control of TSA management and consistent with TSA's mission can produce more efficient and effective working relationships. The Parties also recognize that the appropriate use of TSA facilities by bargaining unit employees in connection with their work is beneficial to TSA's mission.
2. The Parties further recognize the importance of providing those facilities, within the control of TSA management, that are necessary and reasonable for the Union to carry out its activities as the exclusive representative of the bargaining unit. The Parties recognize that providing such facilities furthers their joint interest in promoting effective labor-management relations.

B. BARGAINING UNIT EMPLOYEES WHO ARE NURSING:

1. In addition to this Article, TSA MD 1100.63-7, *Nursing Mothers/Lactation Support Program*, contains the policy and procedures governing the TSA Nursing Mothers/Lactation Support Program. In the event of a conflict, the provisions of this Agreement shall govern.
2. A bargaining unit employee will be allowed reasonable break time to express breast milk for one (1) year after the child's birth. Typically, on an as needed basis, this could be every two (2) to three (3) hours or around two (2) to three (3) times during an eight (8) hour workday. Bargaining unit employees may (but cannot be required to) use their paid 15-minute rest break to express breast milk. Consistent with Article 17: *Attendance Management Process*, management may approve additional fifteen (15) minute paid rest breaks.
3. 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.
 - a. In locations under the control of TSA, designated for lactation only, TSA will ensure the room at a minimum includes: 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. If one of the items listed above for facilities for use by bargaining unit employees who are nursing is unavailable or supplies are running low, the bargaining unit employee will bring it to management's attention and allow a reasonable amount of time (generally within three (3) business days) to address the issue.
 - b. If the space is not under the control of TSA or not designated for lactation only, 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

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towels, disinfectant wipes/cleaner, and close proximity to a sink and running water. If there are concerns with the space and the space is not under control by TSA, the bargaining unit employee will bring the concern(s) to management's attention and TSA will coordinate (generally within three (3) business days) with worksite authorities to address the concern(s).

- c. Bargaining unit employees will be provided a sign to place on the door of dual function spaces consistent with TSA MD 1100.63-7, *Nursing Mothers/Lactation Support Program*.

C. ISSUANCE OF AIRPORT-ISSUED IDENTIFICATION (ID) MEDIA: The following procedures regarding the requesting of airport-issued ID media for union representatives apply to the extent permitted by the applicable Airport Security Program:

1. Individuals may request ID media to perform AFGE representational activities. The AFGE representative/POC will provide completed requests to the Federal Security Director (FSD) or designee. Once a completed request is received, the FSD or designee will submit the request to the airport authority/operator.
2. The FSD or designee will submit all completed requests for ID media to perform AFGE representational activities to the airport authority/operator.
3. All bargaining unit employees, including those who serve as union representatives, will be permitted to complete the airport identification media application and renewal process while on duty.
4. At each airport with a complete security program, AFGE may request escort privileges for bargaining unit employees designated by AFGE as local union officials. However, at CAT I, II, III, and IV airports, no more than five (5) AFGE-designated bargaining unit employees may maintain escort privileges at a time.
5. AFGE is responsible for all costs and documentation associated with obtaining airport-issued ID media for staff (i.e., non-BUE) representatives as well as any ID media for BUEs serving as union representatives at airports other than their official duty station.

D. USE OF AIRPORT-ISSUED IDENTIFICATION (ID) MEDIA: The Parties understand that once the requested airport-issued ID media has been issued:

1. Entry to the sterile area will be through a screening checkpoint after submission to TSA screening.
 - a. Bargaining unit employees in possession of TSA-issued ID media may, to the extent permitted by the applicable Airport Security Program, 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 a bargaining unit employee.

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2. ID media issued to AFGE representatives will be included in each local TSA unit's annual audit of ID media.
 3. 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.
- E. **FLOORING:** TSA will make reasonable efforts to coordinate with worksite authorities to ensure that flooring in TSA work areas is properly cleaned and maintained.
- F. **NEW FACILITIES:** When a determination is made to acquire new or additional facilities, or to modify an existing facility or work area, management will notify the AFGE Local President or designee in advance of a plan for an infrastructure project over \$1,000.00 which substantially affects the working conditions of bargaining unit employees. The AFGE Local President or designee will have an opportunity to review and provide input on that plan.
- G. **LIGHTING:**
1. The Parties understand that AFGE and TSA are permitted to bargain locally over lighting consistent with Article 13: *Bargaining*.
 2. Unless and until a local agreement is reached and in effect consistent with Article 13: *Bargaining*, the Parties will adhere to the following:
 - 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.

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H. LOCKERS:

1. The Parties understand that AFGE and TSA are permitted to bargain locally over lockers consistent with Article 13: *Bargaining*.
2. Unless and until a local agreement is reached and in effect consistent with Article 13: *Bargaining*, the Parties will adhere to the following:
 - a. Once per year, the FSD or designee will meet with the AFGE local president or designee to review the capacity of each local airport under the FSD or designee's area of responsibility to provide lockable lockers within the facility.

I. [Blank] The Parties did not reach agreement on this provision.

J. **COMPUTERS FOR 100% OFFICIAL TIME UNION REPRESENTATIVES:** Within one hundred twenty (120) days of the effective date of this Agreement, TSA will provide each bargaining unit employee on 100% official time with a computer with network access if available. TSA will make a reasonable effort to secure network access if it is not already available. The Parties understand that the TSA-issued computers are TSA property and must be safeguarded and used consistent with all applicable rules and regulations. Bargaining unit employees whose service on 100% official time ends must immediately return the TSA computer to management. Any additional equipment furnished by the Union and/or union representative(s) intended to be used on the TSA network and/or with a TSA computer must comply with all applicable rules and regulations.

K. EQUIPMENT AND ACCESS TO TSA-CONTROLLED SPACE FOR UNION REPRESENTATIONAL ACTIVITIES:

1. The Parties understand that AFGE and TSA are permitted to bargain locally over access to TSA-controlled space for union representational activities consistent with Article 13: *Bargaining*.
2. Unless and until a local agreement is reached and in effect consistent with Article 13: *Bargaining*, the Parties will adhere to the following:
 - a. Where Management provides dedicated work space as of the effective date of the Agreement, management will not remove the Union's access to the space unless necessary (e.g., loss of TSA control over space). If space is removed, alternative space, consistent with this Article, will be identified and provided within a reasonable period of time.
 - b. Space for Union Representatives on 100% Official Time:
 - i. At CAT X and I airports, TSA will provide each bargaining unit employee who is designated as a union representative on 100% official time with work space (which may be used by more than one individual provided that a union representative will

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not be required to use the same work station simultaneously with another individual). Where practicable, this space will allow for easy access to bargaining unit employees and will be located at the airport. If space is not available on-site, it will be provided at a TSA off-site location. The space will contain, at a minimum, a desk, chair, and file cabinet or other storage space. Additional equipment may be furnished for the work area at the Union's expense consistent with available space.

- ii. At CAT II, III, and IV airports, TSA will provide each bargaining unit employee who is designated as a union representative on 100% official time with work space (which may be used by more than one individual provided that a union representative will not be required to use the same work station simultaneously with another individual), if available. 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, if available. If 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. The space will contain, at a minimum, a desk, chair, and file cabinet or other storage space. Additional equipment may be furnished for the work area at the Union's expense consistent with available space.
- c. Work Space at CAT X Airports: Management will provide a work space for use by the Union (which may be shared among union representatives) 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. Management will provide a lockable file and/or storage cabinet for use by the Union.
 - ii. 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.
 - iii. When access to the work space is restricted, management will make reasonable efforts to provide the Union representative access to the work space.
 - iv. 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.
- 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.

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ARTICLE 10: PARKING

- A. **PURPOSE:** TSA has determined that providing full parking subsidies for TSA bargaining unit employees at their airport duty stations is necessary to attract and retain qualified security screening personnel and to avoid significant impairment of TSA's operating efficiency at the nation's airports. The Parties recognize the value of subsidizing bargaining unit employees parking costs based on the varied schedule requirements of the workforce.
- B. Management will provide full parking subsidies to bargaining unit employees who park in designated lot(s)/areas at their airport duty stations (i.e., the bargaining unit employee will have no out-of-pocket expense).
- C. TSA will provide full parking subsidies for bargaining unit employees as set forth in Section B of this Article beginning within two (2) full pay periods of the date that the bargaining unit employee submits their required paperwork for the subsidy.
- D. To be eligible for parking subsidies, a bargaining unit employee must comply with the requirements of the parking subsidy program. TSA will provide bargaining unit employees requesting parking subsidies with electronic access to the bargaining unit employee requirements of the parking subsidy program. Parking provider rules may vary by specific airport parking locations.
- E. **LOCAL BARGAINING OVER PARKING, INCLUDING UNION PARKING:**
1. The Parties understand that AFGE and TSA are permitted to bargain locally over parking facilities and shuttle service consistent with Article 13: *Bargaining*.
 2. Unless and until a local agreement is reached and in effect consistent with Article 13: *Bargaining*, the Parties will adhere to the following:
 - a. At every CAT X and CAT I airport, TSA will provide one parking space for union use as close as practicable to the airport. This allocation cannot be reduced as a result of local bargaining.
 - b. Direct payment by the Union representative and subsequent reimbursement by the Agency is an acceptable method for satisfying the requirement of this Section.
 - c. "As close as practicable" does not include valet parking and/or curbside parking.
 - d. If there is an issue or concern about the provision of the one parking space for union use, the AFGE Council 100 President or designee will promptly raise the issue or concern with the TSA Director of Labor Relations or designee. This does not waive the right to file a grievance.

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ARTICLE 11: CHILDCARE WORKING GROUP

- A. The purpose of this Article is to develop a Working Group for the Parties to explore potential options to make child care more affordable for bargaining unit employees whose children are, or will be, enrolled in licensed child care facilities.
- B. Within one hundred twenty (120) days of the effective date of this CBA, TSA and AFGE will establish a Working Group to explore potential options to make child care more affordable for bargaining unit employees whose children are, or will be, enrolled in licensed child care facilities:
 1. 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 for implementation. Subject matter experts may also attend.
 2. The Working Group may make joint recommendations on matters including but not limited to:
 - a. Childcare subsidy program options (to include potential eligibility requirements).
 - b. Potential participation in other federal child care programs/services.
 - c. Potential childcare resources for bargaining unit employees.
 3. The Working Group will meet virtually at least four (4) times in the first twelve (12) months following the establishment of the Working Group, and at least two (2) times during each subsequent twelve (12) month period. The Director of TSA Labor Relations or designee and the AFGE Council 100 President or designee may agree to additional meetings that will be held virtually.
 4. Joint recommendations will be forwarded to the appropriate Assistant Administrator(s) for consideration.
 - a. Within sixty (60) calendar days of receiving the joint recommendation, the appropriate Assistant Administrator(s) will reply to the Working Group indicating acceptance or denial of the joint recommendation or to request additional information regarding the joint recommendation.
 - b. If accepted, a joint recommendation will be implemented at the appropriate Assistant Administrator's direction.
 - c. 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 Working Group for further deliberations.

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5. Joint recommendations of the Working Group that are approved by the appropriate Assistant Administrator(s) will be implemented consistent with that approval and may not be subject to impact and implementation bargaining at the national level.

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ARTICLE 12: LABOR MANAGEMENT FORUM

A. **PURPOSE:** This Article addresses the National and Local Level Labor Management Forums to be used by the Parties to discuss the conditions of employment of the bargaining unit consistent with TSA's mission.

B. **GENERAL:**

1. The Parties recognize the importance of Labor Management Forums (LMFs) to review, discuss, consider, and make recommendations on matters relating to working conditions of employment of the bargaining unit and employee morale. These discussions will not be or otherwise assume the character of collective bargaining. Neither the Agency nor the Union is obligated to reach agreement on the issues addressed during the LMF meetings.
2. Generally, the Agency will allow bargaining unit employees and their Union representatives to engage in pre-decisional involvement on non-security related (as solely determined by the Agency) workforce matters related to bargaining unit employees at the national level. This is not intended to unreasonably delay the development of Agency policies or have the Union involved in day-to-day matters of the Agency, but rather is an effort to work collaboratively on issues of mutual concerns. Pre-decisional involvement does not waive TSA or the Union's rights.

C. **NATIONAL LMFs:**

1. Beginning in calendar year 2024, the National LMF will meet at TSA Headquarters, AFGE Headquarters, or at another no-cost facility as agreed to by the TSA Director of Labor Relations or designee and the AFGE Council 100 President or designee, three (3) times per calendar year for no more than two (2) working days each meeting. A virtual option will be available for those participants who cannot attend in person. The TSA Director of Labor Relations or designee and AFGE Council 100 President or designee also can mutually agree to hold any of these meetings virtually (rather than in person).
 - a. Additional meetings (beyond the three (3) meetings per calendar year) may be held virtually as mutually agreed upon by the TSA Director of Labor Relations or designee and the AFGE Council 100 President or designee.
2. At least fourteen (14) calendar days prior to the scheduled date of the National LMF meeting, the AFGE Council 100 President or designee will provide, in writing, matters proposed for discussion to the TSA Director of Labor Relations or designee.
 - a. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the Parties. Failure to provide appropriate topics within the prescribed timeframe and/or failure to provide topics that would fill two (2) working days may result in a modification to the length of the National LMF meeting.

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3. The Union will be entitled to have up to twelve (12) bargaining unit employees who are AFGE Council 100 Officers present on official time during the National LMF meeting.
 - a. For those up to twelve (12) AFGE Council 100 Officers attending the National LMF meeting in person, travel will normally take place the day before and day after the National LMF meeting. Where feasible, the Council 100 Officer may, at their discretion, travel on the day of the meeting. Those up to twelve (12) AFGE Council 100 Officers will be permitted to use a reasonable amount of official time for travel to and from the National LMF meeting (when appearing in person).
 - b. TSA will pay the travel and per diem expenses for those up to twelve (12) bargaining unit employees who are AFGE Council 100 Officers for the three (3) National LMF meetings if the meetings take place in person.
4. In addition to the up to twelve (12) AFGE Council 100 Officers addressed in Section C.3 above, the Union is entitled to have up to four (4) AFGE representatives who are not bargaining unit employees attend the National LMF meeting. The Union is responsible for the travel and per diem expenses (if any) for these up to four (4) AFGE representatives.

D. LOCAL LMFs:

1. Beginning in calendar year 2024, Local LMFs (i.e., LMFs held at the level of the Federal Security Director's area of responsibility) will be held between management and local Union leadership on at least a monthly basis. The meetings will generally last one (1) hour, unless the Parties mutually agree to shorten or extend the length of the meeting.
2. The number of bargaining unit employees and union representatives attending each Local LMF will be addressed locally.
3. Bargaining unit employees who are union representatives attending Local LMF meetings will be on official time consistent with Article 6: *Union Representatives and Official Time*.

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ARTICLE 13: BARGAINING

A. PURPOSE:

1. This Article addresses the procedures for local level bargaining, as well as impact and implementation bargaining at the national level.
2. The Parties understand that they can engage in local level bargaining as well as impact and implementation bargaining at the national level as set forth in the Determination on Transportation Security Officers and Collective Bargaining (Determination).
3. The Parties agree that the Articles contained in this Agreement constitute the entire Agreement. The Agreement may only be changed upon mutual written consent of the Parties.

B. **TIME LIMITS:** If any of the time periods set forth in this Article ends on a Federal holiday or Saturday, or Sunday, the time period will be extended to the following day that is not a Saturday, Sunday, or Federal holiday. All time limits provided in this Article may be extended by written agreement of the Parties.

C. LOCAL LEVEL BARGAINING:

1. The Parties understand that they are permitted to engage in bargaining at a local level no lower than a Federal Security Director's area of responsibility on the following issues as set forth in the Determination and this Agreement:
 - a. access to TSA-controlled space for union representational activities;
 - b. lighting;
 - c. parking facilities and shuttle service;
 - d. break space for bargaining unit employees' use; and
 - e. lockers.
2. Procedures for Local Level Bargaining:
 - a. No later than sixty (60) days after the effective date of Section C of this Article, TSA will provide in writing to the AFGE Council 100 President or designee a list of the Federal Security Directors, their emails, and their respective areas of responsibility.
 - b. *Local Level Bargaining Invocation:* No later than two years after the effective date of this Agreement, the Union will submit by email to the Federal Security Director or designee and Director of Labor Relations or designee the Union's intent to bargain on a local level (hereafter "bargaining invocation"). In the Union's bargaining invocation, the Union also will identify its designated representative(s) for local level bargaining.
 - c. *Introductory Meeting:* Following receipt of the bargaining invocation in Section C.2.b, the Parties will schedule an introductory meeting to discuss: (1) which topics the Union

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wishes to bargain locally consistent with the Determination and this Agreement; and (2) when the Parties will begin local level bargaining, which will generally occur within ninety (90) days of the introductory meeting.

d. *Local Level Bargaining:*

i. Ground Rules for Local Level Bargaining:

- a) The Chief Negotiator of each bargaining team will have full authority to speak for their principal and enter into a binding agreement.
- b) The Chief Negotiators will establish the schedule for negotiations.
- c) The Parties will work toward resolution in a timely manner and will avoid unnecessary delays. If a break in negotiations is necessary, the Parties will agree on a time and date to resume bargaining prior to any recess, whenever practicable.
- d) Each bargaining team will consist of up to four (4) bargaining team members, to include the Chief Negotiator, unless the Chief Negotiators agree in writing to add to or subtract from the number of members each bargaining team will have. Each Party may replace a member(s) of its team at any time, with advance written notification provided to the Chief Negotiator of the other Party. Each bargaining team may also have a note taker.
- e) Each Party will inform the other of the names of its bargaining team members at least seven (7) calendar days before the start of any negotiations. Each Party may replace a member(s) of its bargaining team at any time, provided that notification of such replacement shall normally be given at least two (2) calendar days prior to the first meeting that the replacement member will be attending.
- f) Generally, bargaining will take place virtually, unless the Chief Negotiators agree in writing to bargain in person. Where (1) bargaining over a particular topic is expected to be complex or last a significant period of time (e.g., more than one week), or (2) a majority of bargaining team members are already located in the same commuting area, the Parties agree that in-person bargaining may be more appropriate.
 - i) Sessions that include bargaining team members appearing in person generally will take place at a no-cost facility in close proximity to the hub of the FSD's area of responsibility unless the Parties agree otherwise in writing.
 - ii) A virtual option will always be available for bargaining team members who cannot appear in person for sessions that otherwise may be held in person.

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- g) The Union will be entitled to have up to four (4) bargaining unit negotiators present on official time during negotiations, including caucuses, on designated bargaining days, unless the Chief Negotiators agree in writing to more than four (4) bargaining unit negotiators consistent with Section C.2.d.i.d above.
 - i) Those up to four (4) bargaining unit negotiators (unless the Chief Negotiators have agreed in writing to more) will also be permitted to use a reasonable amount of official time for travel to and from bargaining sessions (when appearing in person), to the extent such bargaining unit employees would otherwise be in a paid duty status.
 - ii) TSA will adjust the work schedules as needed of the up to four (4) bargaining unit negotiators (unless the Chief Negotiators have agreed in writing to more) to place them in a duty status during regular negotiation hours and for time spent in travel to and from the scheduled bargaining sessions (when appearing in person).
 - h) The Parties will exchange written proposals. Proposals will be identified as either Union or Agency proposals and include the date exchanged. The Parties may also engage in Interest-Based Bargaining at any time, during which the Parties will continue to exchange written proposals.
 - i) Each Party will be responsible for maintaining its own records of the negotiations. There will be no audio or visual taping of sessions or verbatim transcripts of the sessions. Notes may be taken by members of the respective bargaining teams and/or their designated note taker.
3. Agreements reached in local level bargaining will not include any terms that conflict with this Agreement.
4. This Section will be in effect one hundred and twenty (120) days after the effective date of this Agreement. The purpose of this time frame is to give both Parties sufficient time to prepare for and train on local level bargaining procedures.

D. IMPACT AND IMPLEMENTATION BARGAINING AT THE NATIONAL LEVEL:

- 1. This Section addresses the process the Agency and the Union will use when, at the national level, engaging in bargaining that is commonly referred to as “impact and implementation bargaining”.
- 2. The Parties recognize the Agency’s critical work as an agile security agency. When any impact and implementation bargaining for security-related matters (as solely determined by the Agency) (e.g., certain changes to Standard Operating Procedures (SOPs); implementation of security equipment) and/or matters involving any action the Agency deems necessary to carry out the Agency’s mission during emergencies is required, the Parties will use post-implementation bargaining exclusively.

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3. Bargaining Procedures for Non-Security Related and Non-Emergency Related Matters:

a. *Notice of Change:*

- i. The Agency shall notify the Council President or designee, by email, of its proposed change or implementation of a change that may affect personnel policies, practices, and/or working conditions of bargaining unit employees at the national level (hereafter “Notice”).
- ii. The Notice will, at a minimum, contain: (1) a description of the proposed change; (2) the proposed implementation date; and (3) citation to the section(s) of current Agency policy impacted (if applicable).

b. *Request to Bargain:*

- i. Within fifteen (15) calendar days of the date of the Notice, the Union will submit its intent to bargain (hereafter “bargaining invocation”), by email, to the Director of Labor Relations or designee. In the Union’s bargaining invocation, the Union also will identify its designated representative and may request that the Agency provide a briefing.
- ii. If the Union’s bargaining invocation does not request a briefing, the Union will submit its written proposals within fifteen (15) calendar days of the bargaining invocation date. The Union will submit its written proposals to the Director of Labor Relations or designee.
- iii. If the Union’s bargaining invocation requests a briefing:
 - a) The briefing must take place within five (5) days of the date of the bargaining invocation unless otherwise agreed to in writing by the Parties.
 - b) The Union will submit its written proposals within fifteen (15) calendar days of the date of the briefing. The Union will submit its written proposals to the Director of Labor Relations or designee.

c. *Impact and Implementation Bargaining:*

- i. If the Parties have not otherwise reached agreement, the Parties will meet, consistent with Section D.3.c.iii below, to commence negotiations within ten (10) calendar days of the receipt of the Union’s written proposals.
- ii. Once commenced, negotiations will continue until either agreement is reached or impasse is declared.
- iii. Ground Rules for Impact and Implementation Bargaining:

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- a) The Chief Negotiator of each bargaining team will have full authority to speak for their principal and enter into a binding agreement.
- b) Subject to Section D.3.c.i, the Chief Negotiators will establish the starting date and time, as well as schedule for negotiations.
- c) The Parties will work toward resolution in a timely manner and will avoid unnecessary delays. If a break in negotiations is necessary, the Parties will agree on a time and date to resume bargaining prior to any recess, whenever practicable.
- d) Each bargaining team will consist of up to four (4) bargaining team members, to include the Chief Negotiator, unless the Chief Negotiators agree in writing to add to or subtract from the number of members each bargaining team will have. Each Party may replace a member(s) of its team at any time, with advance written notification provided to the Chief Negotiator of the other Party. Each bargaining team may also have a note taker.
- e) Each Party will inform the other of the names of its bargaining team members at least three (3) calendar days before the start of any negotiations.
- f) Generally, bargaining will take place virtually, unless the Chief Negotiators agree in writing to bargain in person. Where bargaining over a particular change is expected to be complex or last a significant period of time (e.g., more than one week), the Parties agree that in-person bargaining may be more appropriate.
 - i) Sessions that include bargaining team members appearing in person will alternate between TSA Headquarters (6595 Springfield Center Dr., Springfield, Virginia 22150) and AFGE Headquarters (80 F St. NW, Washington, DC 20001) or at another no-cost facility as agreed to by the Parties.
 - ii) A virtual option will always be available for bargaining team members who cannot appear in person for sessions that otherwise may be held in person.
- g) The Union will be entitled to have up to four (4) bargaining unit negotiators present on official time during negotiations, including caucuses, on designated bargaining days, unless the Chief Negotiators agree in writing to more than four (4) bargaining unit negotiators consistent with Section D.3.c.iii.d above.
 - i) Those up to four (4) bargaining unit negotiators (unless the Chief Negotiators have agreed in writing to more) will also be permitted to use a reasonable amount of official time for travel to and from bargaining sessions (when appearing in person), to the extent such bargaining unit employees would otherwise be in a paid duty status.

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- ii) TSA will adjust the work schedules as needed of the up to four (4) bargaining unit negotiators (unless the Chief Negotiators have agreed in writing to more) to place them in a duty status during regular negotiation hours and for time spent in travel to and from the scheduled bargaining sessions (when appearing in person).
 - h) The Agency will pay the travel and per diem costs (in accordance with Federal Travel Regulations and applicable law) of up to four (4) bargaining unit negotiators for in-person bargaining, unless the Chief Negotiators agree in writing that the Agency will pay the travel and per diem costs of more than four (4) bargaining unit negotiators.
 - i) Should the Parties reach impasse, the Agency will pay the travel and per diem expenses for up to four (4) bargaining unit negotiators to attend in-person mediation and impasse resolution proceedings unless the Chief Negotiators agree in writing that the Agency will pay the travel and per diem costs of more than four (4) bargaining unit negotiators.
 - j) The Parties will exchange written proposals. Proposals will be identified as either Union or Agency proposals and include the date exchanged. The Parties may also engage in Interest-Based Bargaining at any time, during which the Parties will continue to exchange written proposals.
 - k) Each Party will be responsible for maintaining its own records of the negotiations. There will be no audio or visual taping of sessions or verbatim transcripts of the sessions. Notes may be taken by members of the respective bargaining teams and/or their designated note taker.
4. Post Implementation Bargaining Procedures for Security-Related and Emergency-Related Matters:
- a. *Notice of Change:*
 - i. The Agency shall notify the Council President or designee, by email, of its implementation of a security-related and/or emergency-related matter that may affect personnel policies, practices, and/or working conditions of bargaining unit employees at the national level (hereafter “Notice”).
 - ii. The Notice will, at a minimum, contain: (1) the change and the implementation date; and (2) citation to the section(s) of current Agency policy impacted (if applicable).
 - b. *Request to Bargain:*

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- i. Within fifteen (15) calendar days of the date of the Notice, the Union will submit its intent to bargain (hereafter “bargaining invocation”), by email, to the Director of Labor Relations or designee. In the Union’s bargaining invocation, the Union also will identify its designated representative and may request that the Agency provide a briefing.
 - ii. If the Union’s bargaining invocation does not request a briefing, the Union will submit its written proposals within fifteen (15) calendar days of the bargaining invocation date. The Union will submit its written proposals to the Director of Labor Relations or designee.
 - iii. If the Union’s bargaining invocation requests a briefing:
 - a) The briefing must take place within five (5) days of the date of the bargaining invocation unless otherwise agreed to in writing by the Parties.
 - b) The Union will submit its written proposals within fifteen (15) calendar days of the date of the briefing. The Union will submit its written proposals to the Director of Labor Relations or designee.
- c. *Impact and Implementation Bargaining:*
- i. If the Parties have not otherwise reached agreement, the Parties will meet, consistent with Section D.4.c.iii below, to commence negotiations within ten (10) calendar days of the receipt of the Union’s written proposals.
 - ii. Once commenced, negotiations will continue until either agreement is reached or impasse is declared.
 - iii. Ground Rules for Post-Implementation Bargaining:
 - a) The Chief Negotiator of each bargaining team will have full authority to speak for their principal and enter into a binding agreement.
 - b) Subject to Section D.4.c.i, the Chief Negotiators will establish the starting date and time, as well as schedule for negotiations.
 - c) The Parties will work toward resolution in a timely manner and will avoid unnecessary delays. If a break in negotiations is necessary, the Parties will agree on a time and date to resume bargaining prior to any recess, whenever practicable.
 - d) Each bargaining team will consist of up to four (4) bargaining team members, to include the Chief Negotiator, unless the Chief Negotiators agree in writing to add to or subtract from the number of members each bargaining team will have. Each Party may replace a member(s) of its team at any time, with advance

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written notification provided to the Chief Negotiator of the other Party. Each bargaining team may also have a note taker.

- e) Each Party will inform the other of the names of its bargaining team members at least three (3) calendar days before the start of any negotiations.
- f) Generally, bargaining will take place virtually, unless the Chief Negotiators agree in writing to bargain in person. Where bargaining over a particular change is expected to be complex or last a significant period of time (e.g., more than one week), the Parties agree that in-person bargaining may be more appropriate.
 - i) Sessions that include bargaining team members appearing in person will alternate between TSA Headquarters (6595 Springfield Center Dr., Springfield, Virginia 22150) and AFGE Headquarters (80 F St. NW, Washington, DC 20001) or at another no-cost facility as agreed to by the Parties.
 - ii) A virtual option will always be available for bargaining team members who cannot appear in person for sessions that otherwise may be held in person.
- g) The Union will be entitled to have up to four (4) bargaining unit negotiators present on official time during negotiations, including caucuses, on designated bargaining days, unless the Chief Negotiators agree in writing to more than four (4) bargaining unit negotiators consistent with Section D.4.c.iii.d above.
 - i) Those up to four (4) bargaining unit negotiators (unless the Chief Negotiators have agreed in writing to more) will also be permitted to use a reasonable amount of official time for travel to and from bargaining sessions (when appearing in person), to the extent such bargaining unit employees would otherwise be in a paid duty status.
 - ii) TSA will adjust the work schedules as needed of the up to four (4) bargaining unit negotiators (unless the Chief Negotiators have agreed in writing to more) to place them in a duty status during regular negotiation hours and for time spent in travel to and from the scheduled bargaining sessions (when appearing in person).
- h) The Agency will pay the travel and per diem costs (in accordance with Federal Travel Regulations and applicable law) of up to four (4) bargaining unit negotiators for in-person bargaining, unless the Chief Negotiators agree in writing that the Agency will pay the travel and per diem costs of more than four (4) bargaining unit negotiators.
- i) Should the Parties reach impasse, the Agency will pay the travel and per diem expenses for up to four (4) bargaining unit negotiators to attend in-person mediation and impasse resolution proceedings unless the Chief Negotiators

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agree in writing that the Agency will pay the travel and per diem costs of more than four (4) bargaining unit negotiators.

- j) The Parties will exchange written proposals. Proposals will be identified as either Union or Agency proposals and include the date exchanged. The Parties may also engage in Interest-Based Bargaining at any time, during which the Parties will continue to exchange written proposals.
- k) Each Party will be responsible for maintaining its own records of the negotiations. There will be no audio or visual taping of sessions or verbatim transcripts of the sessions. Notes may be taken by members of the respective bargaining teams and/or their designated note taker.

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ARTICLE 14: PAYROLL SERVICES

A. TIMELY AND PROPER PAYROLL SERVICES:

1. TSA will make reasonable efforts to ensure that each bargaining unit employee receives their 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. Once per year, TSA will notify bargaining unit employees of the local payroll point(s) of contact for their airport.
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.

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ARTICLE 15: TELEWORK

A. **PURPOSE:** Although the duties of a bargaining unit employee generally must be performed in-person, the Parties recognize that there are certain tasks (e.g., certain special assignments, representational duties performed by union representatives) which may successfully be performed at an Alternative Worksite. Therefore, the purpose of this Article is to address telework for eligible bargaining unit employees.

B. **DEFINITIONS:**

1. Telework: For the purposes of this Article, telework is a flexible work arrangement under which an employee performs the duties and responsibilities of such employee's position, and/or other authorized activities, from an approved alternative worksite other than the location from which the employee would otherwise work.
2. Alternative Worksite: A location where management has approved an employee to perform official duties away from the employee's regular worksite. An alternate worksite is the approved telework location (e.g., employee's residence, another TSA worksite, etc.).
3. Official Worksite: The location where the work activities of an employee's position of record are based, as determined by the employing office. An employee's official worksite is the "duty station" documented on the employee's *Notification of Personnel Action*, Standard Form 50 (SF-50).

C. **GENERAL:**

1. In addition to this Article, the Parties understand that TSA MD 1100.30-5, *Telework Program*, and the associated Handbook provide TSA policy and procedures for TSA's Telework Program. In the event of a conflict, the provisions of this Article shall govern.
2. The Parties understand telework participation is at the discretion of management and subject to management approval. Telework participation is not an employee entitlement or right.
3. Bargaining unit employee participation in the telework program is voluntary.
4. Performance standards and performance management practices for employees participating in telework and those who do not participate in telework must be the same and consistent with TSA's performance management system.
5. Teleworkers may not provide dependent care (e.g. childcare, eldercare) during work hours while participating in a telework arrangement; teleworkers must make arrangements for dependent care. This provision will not be interpreted to mean that such dependents may not be present in the teleworker's Alternative Worksite during times of telework.

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6. Bargaining unit employees who telework continue to be bound by TSA standards of conduct and all applicable TSA policies while working at the Alternative Worksite and/or using Government-Furnished Equipment (GFE).
7. The Parties understand that representational duties of Union representatives are suitable for telework.

D. BARGAINING UNIT EMPLOYEE ELIGIBILITY:

1. To be eligible for telework, the bargaining unit employee must:
 - a. not be on a Performance Improvement Plan (PIP);
 - b. [Blank] The Parties did not reach agreement on this provision.
 - c. complete and sign all applicable telework forms;
 - d. complete all mandatory telework training; and
 - e. comply with all other applicable eligibility requirements specified in TSA policy.
2. The Agency may terminate the telework arrangement of any bargaining unit employee who does not continue to meet all eligibility requirements.

E. TELEWORK AGREEMENT:

1. The Agency will require a bargaining unit employee to complete and sign all applicable telework forms prior to beginning work at an Alternative Worksite.
2. The Parties understand TSA may inspect employees' alternative worksites during their normal working hours to ensure proper maintenance of GFE and conformance with safety standards as appropriate.
 - a. [Blank] The Parties did not reach agreement on this provision.

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ARTICLE 16: UNIFORMS, UNIFORM ALLOWANCES, AND APPEARANCE

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 bargaining unit employee appearance, the allocation of TSA approved uniform items – type and count – to be provided to bargaining unit employees, and uniform allowances for use to purchase additional uniform items. Uniform allowance is distributed to bargaining unit employees through bargaining unit employee accounts with TSA’s identified uniform vendor.

B. DEFINITIONS:

1. Ceremonial Uniform: Special uniform items that will be used for approved TSA Honor Guard. Ceremonial uniform items will be special ordered only for those bargaining unit employees selected to participate on established ceremonial teams.
2. Dress Uniform: The dress uniform is the long-sleeve uniform shirt with necktie and trousers (or skirt when worn in lieu of trousers as provided for in Section C) as provided by the authorized vendor.
3. Initial Uniform Allotment: The initial uniform items issued to bargaining unit employees.
4. Annual Uniform Allotment: The annual standard uniform items issued to bargaining unit employees.
5. 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.
6. 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 (Tactical)	1	1	1
Trousers/Cargo Pants*	5 (one must be trousers)	5 (one must be trousers)	5 (one must be trousers)
Nameplate	2	0	2

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Uniform Item	Passenger-Only	Baggage-Only	Dual Function
Necktie	1	1	1
Polo Shirt – Long/Short Sleeve	0	4	5 total (combination with shirts; one shirt must be long-sleeve and not polo)
Shirts – Long/Short Sleeve	5 (one shirt must be long-sleeve and not polo)	1 (long-sleeve)	5 total (combination with polos; one shirt must be long-sleeve and not polo)
Shoulder Boards	2 sets	1 set	2 sets
Socks	5 pairs	5 pairs	5 pairs
Team Jacket	1	1	1

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

2. Bargaining unit employees will wear their uniform shirt (i.e., polo or shirt as permitted) and pants (i.e., trousers or cargo pants) after receiving them.

D. ANNUAL REPLACEMENT ALLOTMENT (ARA):

1. On an annual basis, management will provide the bargaining unit employee two (2) shirts and two (2) pants as follows:
 - a. A passenger-only bargaining unit employee will receive two (2) uniform shirts (short or long sleeve as selected by the bargaining unit employee) and any combination of two (2) trousers/cargo pants and shorts/Cargo Shorts.
 - b. A baggage-only, STI, EMT, or Dual Function bargaining unit employee will receive two (2) uniform shirts (short or long sleeve, including short or long sleeve polo shirts, as selected by the bargaining unit employee) and two (2) of the following, as selected by the bargaining unit employee: trousers, cargo pants, or shorts/cargo shorts.
2. For purposes of the ARA, bargaining unit employees may substitute the standard issued shirts and trousers with the poly/wool shirts and trousers and will pay the difference in cost between the poly/wool and the standard issued items.
3. For purposes of the ARA, bargaining unit employees approved to wear 100% cotton shirts and/or trousers may substitute them for the standard issued shirts and trousers at no additional cost.

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E. JACKETS:

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

F. SHOES:

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

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

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

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Item	Checkpoint	Baggage/STI/EMT*
Polo Shirt (Short Sleeve)** Polo Shirt (Long Sleeve)**	See Section J	Bargaining Unit Employee Discretion
Winter/Summer Socks (Socks must be worn)	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Tie (Long clip-on tie)	Bargaining Unit Employee Discretion	Bargaining Unit Employee Discretion
Turtleneck	Bargaining Unit Employee Discretion (Only w/long-sleeve shirt)	Bargaining Employee Unit Discretion
Parka Coveralls	Not permitted	Bargaining Unit Employee Discretion*

*[Blank] The Parties did not agree on this provision.

**Shirts, black t-shirts, and polos must be tucked into the trousers, cargo pants, shorts, and cargo shorts.

***Officers may wear short-sleeve black t-shirts under their shirt or polo. The t-shirt must not distract from the total uniform appearance. Long-sleeve black t-shirts can only be worn under long-sleeve shirts and long-sleeve polos. No lettering or design can be visible through the shirt or polo.

H. OPTIONAL UNIFORM ITEMS:

1. In addition to the initial uniform allotment, TSA will provide the following uniform items to bargaining unit employees who meet the applicable criteria.
 - a. Uniforms for Pregnancy: 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 pregnancy uniforms consisting of five (5) shirts (either long-sleeve or short sleeve, at the bargaining unit employee's discretion), and five (5) trousers.
 - b. Honor Guard Uniform Items: Management will provide specific uniform items for the Honor Guard. Each hub may have an Honor Guard (which may include bargaining unit employees from the spoke airports within the hub and spoke network), which will be outfitted with the uniform items listed in Section H.1.b.ii below.
 - i. Management will issue Honor Guard Uniform items to a bargaining unit employee who serves as a member upon their entry to the Honor Guard. The member must return all Honor Guard Uniform items to management when they depart from the Honor Guard.
 - ii. Management will issue each Honor Guard member the following uniform items, which constitute the two (2) Honor Guard uniforms per Honor Guard member:

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- 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

iii. Management will issue each Honor Guard member the following accessory items:

- a) One (1) Honor Guard hat pin with DHS/TSA emblem
 - b) Two (2) silver ceremonial guard lapel pins
- c. Black Mourning Bands: TSA will provide a black band, not to exceed one-half inch in width, worn horizontally centered on the metal badges at the narrow-most point that may be worn for mourning declarations.
2. In addition to the uniform allotment, bargaining unit employees may purchase with their uniform allowance approved optional items from the uniform vendor catalog.
 3. Black t-shirts, thin summer socks, screw back nameplates, wind breaker jackets, cargo shorts, and sports sleeves will be available for purchase from the authorized vendor.
 4. Other Optional Uniform Items:
 - a. Tie Tacks/Tie Bars: Bargaining unit employees may purchase, at their expense, and wear tie tacks/tie bars. Tie tacks may be button or stud style tie tacks that do not exceed ½-inch diameter and must be plain gold or silver in color. Tie bars must not exceed ¾-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.

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- 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 ATLAS, Visible Intermodal Prevention and Response (VIPR), or similar activities outside the airport building and when transiting to and from these work areas.
- c. Pins: Bargaining unit employees may wear up to three (3) 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 or designee approval) may be worn. FSD or designee approved 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 or designee. In addition to the up to three (3) authorized pins, a mourning pin can be worn as approved by the FSD or designee (including FSD or designee approval of the pin and the duration the pin can be worn).
- d. Management will permit bargaining unit 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.
- e. Lanyards: All lanyards with personal messages, sports teams, organizations, clubs, etc., are not authorized; except that each officer will be allowed to wear one lanyard, designed and paid for by the Union, which will only display the official AFGE logo and/or the words "Council 100" or the number of the local TSA Union, as long as the lanyard does not detract from the professional appearance of an officer. Other than the Union lanyard described above, only plain navy blue or black lanyards or lanyards with TSA approved insignia which identifies an officer as a member of the TSA uniformed workforce are authorized.
- f. Items recommended by the Uniform Committee that are approved and implemented at the appropriate Assistant Administrator's direction.

I. UNIFORM ALLOWANCE:

1. When a bargaining unit employee is hired, TSA will provide the bargaining unit employee with the initial uniform allotment. In the bargaining unit employee's second year and thereafter on an annual basis the bargaining unit employee will be eligible to receive the uniform allowance.
2. Eligible bargaining unit employees will receive an annual monetary uniform allowance and allotment currently valued at \$966. This includes a \$600 uniform allowance and an annual allotment of two (2) pants and two (2) shirts. Increases in the cost of the allotment

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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. [Blank] The Parties did not agree on this provision.

J. 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 polo shirts between Memorial Day and Labor Day regardless of temperature.
3. Bargaining unit employees can wear cargo 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 (70) degrees;
 - c. As otherwise permitted by management in Section J.1.

K. UNIFORM COMMITTEE:

1. The Parties will have a Uniform Committee made up of at least one (1) management representative and up to seven (7) Union members, including the Union Co-Chair, to review and receive recommendations from the Union, at the national level, on matters concerning:
 - a. Design and quality of uniforms and uniform items
 - b. Additional uniform items and options
 - c. Uniform directives
 - d. Changes to the uniform
 - e. Quality assurance
 - f. Wear testing
 - g. Bargaining unit employee suggestions on uniforms
 - h. Bargaining unit employee suggestions on shoes
 - i. Review of vendor performance
 - j. Establishment of criteria for uniform vendors and specifications for uniform contracts
 - k. Other related issues

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2. The uniform committee will be briefed on vendor issues and concerns.
3. AFGE representatives who are bargaining unit employees serving on the Uniform Committee will do so on official time.
4. The Uniform Committee will hold two (2) meetings per year at TSA Headquarters or at a no cost facility as mutually agreed to by the Co-Chairs. These two (2) meetings will take place on Tuesdays and Wednesdays, unless modified in accordance with Section K.6. The Mondays and Thursdays, preceding and following the meeting dates will be reserved for travel to and from the meeting locations and pre- and post-meeting uniform committee work, if necessary. TSA will pay the travel and per diem expenses, if any, of up to seven (7) AFGE representatives who are bargaining unit employees for these two (2) meetings.
5. Any other Uniform Committee meetings will be held virtually at a time agreed upon by the Uniform Committee Co-Chairs. The length of these other meetings will also be agreed upon by the Uniform Committee Co-Chairs.
6. Matters proposed for discussion by either party will be forwarded to the other party at least seven (7) calendar days prior to the meeting date. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties. Failure to provide appropriate topics within the prescribed timeframe may result in a modification to the length of the meeting.
7. The uniform committee will be governed by procedures set forth below:
 - a. One (1) management representative and four (4) union representatives shall constitute a quorum at a meeting of the uniform committee.
 - b. The uniform committee will have two (2) co-chairs: one (1) AFGE co-chair and one (1) management co-chair.
 - c. The parties will make earnest efforts to jointly craft committee recommendations. Either uniform committee co-chair may request assistance from the Federal Mediation and Conciliation Service to facilitate reaching joint recommendations.
 - d. Joint recommendations will be forwarded to the appropriate Assistant Administrator(s) for implementation. Within sixty (60) calendar days of receiving the joint recommendation, the appropriate Assistant Administrator(s) will reply to the 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.

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- e. Joint recommendations of the Uniform Committee that are approved by the appropriate Assistant Administrator(s) will be implemented consistent with that approval and may not be subject to impact and implementation bargaining at the national level.
- f. 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 forty-five (45) calendar days of the implementation. The TSA Broadcast message will include the language “As a result of a joint recommendation of the Uniform Committee under the AFGE-TSA Collective Bargaining Agreement, TSA . . .”
- g. AFGE agrees to notify management, in writing, of the names of the union representatives who will serve on the uniform committee. AFGE reserves the right to change any of the union representatives at any time. AFGE will normally provide management with notice of a change in uniform committee membership within fourteen (14) calendar days before a uniform committee meeting.
- h. Management agrees to notify AFGE, in writing, of the names of the management representatives who will serve on the uniform committee. Management reserves the right to change any of the management representatives at any time. Management will normally provide AFGE with notice of a change in uniform committee membership within fourteen (14) calendar days before a uniform committee meeting.

L. PROPER USE OF UNIFORMS:

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

M. INCLEMENT WEATHER: Inclement weather gear will be provided to bargaining unit employees when required to work exposed to the elements (e.g., ATLAS and VIPRs). At

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locations where inclement weather gear is pooled, such gear will be professionally cleaned prior to each issuance.

N. TATTOOS:

1. Tattoos (including tattoos on the upper neck and behind the ear) are permitted and may be visible, except that:
 - a. Tattoos of any kind on the face and head (including partial tattoos that extend more than an inch beyond the upper neck or behind the ear) are prohibited and must be covered at all times and not visible to the general public when an officer is in uniform; and
 - b. Tattoos that are indecent, commonly associated with gangs, extremist, and/or supremacist organizations, or that advocate sexual, racial, ethnic, or religious discrimination, as well as tattoos that have a negative impact on TSA's ability to carry out its mission, are prohibited on all exposed parts of the body and must be covered at all times and not visible to the general public when an officer is in uniform.
2. If a bargaining unit employee cannot cover prohibited tattoos on their arms with a plain, single-colored royal blue or black acceptable band, or sports sleeve, the officer must wear a long-sleeved shirt.
3. If a bargaining unit employee cannot cover prohibited tattoos on their legs with a plain, single-colored royal blue or black acceptable band, or sports sleeve, the officer must wear trousers or cargo pants.
4. Consistent with this Article, other approved uniform items, such as turtlenecks and dickies, may be used to cover tattoos prohibited under Section N.1 of this Article.
5. All determinations on the impermissibility of a tattoo should be made at the lowest level. The bargaining unit employee's FSD or designee will make the final management determination on any questionable tattoo exposure.

O. **PERSONAL ACCESSORIES AND GROOMING:** All determinations of professional appearance or appropriate use of personal accessories and grooming will be made at the lowest level possible and based on the reasonable person standard. A reasonable person standard is an objective determination made by someone who exercises average care, skill, and judgment in conduct. For purposes of this Article, the FSD or designee will make the management determination when there is a disagreement concerning professional appearance or appropriate use of personal accessories and grooming.

1. Eyewear: Bargaining unit employees may wear prescription glasses with any frame and lens while on duty as long as the eyewear does not detract from the professional appearance of the officer (e.g., mirrored, opaque, iridescent or fluorescent colors are not permitted). Sunglasses or darkly tinted glasses must not be worn inside the building while on duty.

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2. Personal Electronic Devices: Officers are authorized to wear personal electronic devices (PED), including cell phones, smart watches, and fitness trackers that have messaging and phone alert capabilities, in identified screening areas. PEDs may be displayed visibly, for example, worn on the belt.

PEDs must not be used for personal purposes, except to check the time, while officers are performing screening functions or are within the screening area at any time. PEDs may only be used for personal purposes during an officer's rest or meal break in a designated area that is not co-located with the TSA screening area. PEDs must be silenced with alert features deactivated when worn by officers in TSA screening areas, including baggage pods/rooms. PEDs must also be silenced with alert features deactivated when worn by officers in areas adjacent to TSA screening areas if such features may be heard by the traveling public or may distract other bargaining unit employees in the screening area.

3. Hair and Hair Accessories: Hair and/or hairpieces, whether dyed or natural, must present a professional appearance. Only natural hair colors (e.g., blond, brown, black, natural red, gray) are permitted. While on duty, hair length can touch, but must not extend below the top of the shoulder. Hair accessories may be used to meet this requirement; however, such accessories must be concealed as much as possible and should not distract from the uniform. In addition, the use of one's own hair and/or hair pieces to meet this standard is permitted as long as the style maintains a professional look that does not distract from the uniform. If the FSD or designee determines that an officer's hair is not compliant with this section, the officer will be advised and given a reasonable opportunity to become compliant with this section. The amount of time will be determined by management based on the nature of the matter.
4. Jewelry must not detract from the professional appearance of a bargaining unit employee and/or interfere with or impede their ability to do their job. While on and off-duty (in uniform), bargaining unit employees can wear:
 - a. Only stud style earrings that do not exceed ½-inch in diameter and are made of plain gold or silver tone metal, pearl, or other gemstone, and officers may not wear more than two earrings per ear; earrings may only be worn in the lobe.
 - b. Non-protruding ear gauges/spacers not to exceed ½-inch that match the bargaining unit employee's skin tone.
 - c. Necklaces if not visible to the public.
 - d. One inconspicuous nose piercing if it is a stud that is non-protruding and matches the bargaining unit employee's skin tone.
 - e. One inconspicuous tongue piercing if it is a stud that is non-protruding and matches the bargaining unit employee's tongue.

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- f. Body piercings that are covered by clothing.
 - g. Rings or ring sets on fingers limited to no more than two per hand.
 - h. Medical identification bracelets/necklaces.
 - i. One wrist watch that does not slide up the arm and/or does not present a safety issue.
 - j. One U.S. military service member memorial bracelet that does not slide up the arm and/or does not present a safety issue.
5. While on duty as well as off-duty while in uniform, bargaining unit employees cannot wear:
- a. Any jewelry on or about the face, head, or mouth that is not addressed in Section O.4;
 - b. Beads, chains, bracelets, and similar jewelry that are not addressed in Section O.4.
6. Bargaining unit employees must be neatly shaven or maintain neatly trimmed and well-kept facial hair no more than approximately ½ inch in length.
7. Chewing Gum and Tobacco: Officers are prohibited from chewing gum or tobacco during the performance of their duties.
8. Fingernails must not extend further than ¼ inch beyond the tip of the finger. Fingernail colors must be judged by a reasonable person standard and present a neat, clean, and professional appearance.
9. Make-up and make-up colors must present a neat, clean, and professional appearance to be judged by a reasonable person standard.

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ARTICLE 17: 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. In addition to this Article, TSA MD 1100.63-1, *Absence and Leave*, and associated Handbook, contain the leave policy and system for accruing and using leave in accordance with applicable law. In the event of a conflict, the provisions of this Article shall govern.

B. LEAVE PROCEDURES - GENERAL:

1. Leave requests (also referred to in this Article as “requests for leave”) will be submitted to the designated management official using the TSA electronic system (if available). If the TSA electronic system is not available, then leave requests will be submitted using the TSA approved electronic version of OPM Form 71, *Request for Leave or Approved Absence*. In the event the electronic system and electronic version of OPM Form 71 are both unavailable, the paper copy of OPM Form 71 will be used. Local offices are not authorized to modify OPM Form 71.

NOTE: For the purposes of this subsection, the TSA electronic system is considered “not available” when: (1) the TSA electronic system is out-of-service or not operational due to circumstances outside of the bargaining unit employee’s control; (2) the TSA electronic system has not been deployed at that airport; or (3) the bargaining unit employee is off-duty and not on TSA-premises at the time the leave request is being submitted.

- a. The bargaining unit employee’s leave request will include the day(s), type of leave requested, and number of hours. If the request is for less than a full day, it will include the specific hours (from-to).
 - b. If a bargaining unit employee reports for duty for a portion of a day for which they had pre-approved leave, they will resubmit a leave request accurately reflecting the amount of leave the employee will actually take on that day for Time and Attendance purposes. This is an attendance management process to ensure an accurate accounting of the leave actually taken and does not constitute a new request for leave. Rather, it is an amendment of previously approved leave for that date.
2. Bargaining unit employees will not be denied accrued leave based solely on their leave balance. Leave will be denied only for appropriate reasons and not as a form of discipline.

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3. Generally, bargaining unit employees must notify management at least sixty (60) minutes prior to the start of the bargaining unit employee's scheduled shift to request unanticipated leave. If the bargaining unit employee's need for unanticipated leave is based on a last-minute change in circumstances (e.g., car failure on the way to work or waking up sick prior to their shift) or if the bargaining unit employee is presented with circumstances that would reasonably preclude them from contacting management, notification must be made as soon as possible. Upon return to duty, the bargaining unit employee will submit a completed leave request and documentation that might be required to substantiate the absence.
4. The minimum charge for leave categories is fifteen (15) minute increments, except military leave is charged in one (1) hour increments.
5. [Blank] The Parties did not reach agreement on this provision.
6. Management may meet with the bargaining unit employee at any time to review and/or discuss their 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 their rights under the Family and Medical Leave Act (FMLA).

C. TYPES OF LEAVE:

1. ANNUAL LEAVE:

- a. The use of accrued annual leave is the right of the bargaining unit employee, subject to the right of management to approve the time at which leave may be taken.
- b. Bargaining unit employees will timely receive a copy of both approved and denied requests for annual leave.
- c. Bargaining unit employees may use annual leave in lieu of sick leave subject to the rules governing the use of sick leave.
- d. Leave requested in accordance with this Article will be approved absent a legitimate operational need.
- e. Advancing Annual Leave:
 - i. Full-time and part-time bargaining unit employees may be advanced no more than the amount of annual leave that would be accrued in the remainder of the leave year. However, advanced annual leave may not be granted to any bargaining unit

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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.
- f. Restoration of Annual Leave:
- i. Leave requested and approved before the start of the third biweekly pay period prior to the end of the leave year 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 canceled as a result of an operational exigency is eligible for restoration. In order for management to cancel leave based on an operational exigency, they must show that there was no reasonable alternative to canceling the leave and that another bargaining unit employee could not perform the work. Management must also advise the affected bargaining unit employee in writing of the operational exigency that necessitates the cancellation of leave.
 - b) Sickness: Absent unusual circumstances, annual leave scheduled during the last quarter of the leave year that could not be used because of a bargaining unit employee's illness or injury would be approved for restoration.
 - c) Administrative Error: Annual leave forfeited because of administrative error (failure to change a leave accrual rate, incorrect service computation date, etc.) will be restored in cases where the error was made by a TSA representative.
- g. Requesting Restoration of Annual Leave: Bargaining unit employees who forfeit annual leave because of exigencies of the public business (e.g., military duty, natural disasters, furlough, pandemics), sickness, or administrative error may request to have the leave restored following the end of the affected leave year. Leave must be forfeited before a request for restoration can be submitted. Bargaining unit employees must complete TSA Form 1185, *Annual Leave Restoration Request* when requesting restoration of annual leave.
- h. Using Restored Annual Leave: Restored annual leave is maintained in a separate leave account and does not change the bargaining unit employee's annual leave ceiling (e.g., 240 maximum). However, restored annual leave must be scheduled and used by the end of the leave year ending two (2) years after the leave year in which the leave was restored.

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- i. Bargaining unit employees whose request for restored annual leave has been approved will have the leave timely restored following the end of the leave year.

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 (the inability to perform one's duties) 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.
 - i. 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.
 - ii. 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.
 - iii. The bargaining unit employee will submit, on the first day back to duty, their leave request for the length of the absence.
- c. [Blank] The Parties did not reach agreement on this provision.
- 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

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cabinet. Retention and access to such information shall be in accordance with TSA MD 1100.63-1, *Absence and Leave*, and associated Handbook.

- 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, leave without pay (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. Unless the bargaining unit employee is on sick leave restriction or management has specific knowledge of the bargaining unit employee's abuse of sick leave, administratively acceptable documentation for the approval of sick leave (or other personal leave in-lieu of sick leave) will take one of the following three forms: self-certification, medical certification, or medical documentation.
 - a) Self-Certification: Documentation of Sick Leave Absences of Three (3) Consecutive Work Days (e.g., not including regular days off (RDOs), shift trades off) or Less: A bargaining unit employee's completed leave request will be used as self-certification for sick leave absences of three (3) consecutive work days (e.g., not including RDOs, shift trades off) 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:
 - i) Documentation for Sick Leave Absences of More than Three (3) Consecutive Work Days (e.g., not including RDOs, shift trades off): For sick leave absences of more than three (3) days resulting from a bargaining unit employee's incapacitation, management may require a bargaining unit employee to submit a health care provider's certification that includes the duration of the bargaining unit employee's absence, clearly states that the bargaining unit employee was incapacitated for duty (unable to perform their duties due to the medical condition), and is signed and dated by the physician or authorized health care provider.

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- ii) On a case-by-case basis, management may consider and accept the bargaining unit employee's written statement explaining the absence and self-certification as acceptable documentation of sick leave absences of more than three (3) consecutive work days (e.g., not including RDOs, shift trades off).
 - iii) When a medical certification is required as a result of a bargaining unit employee's incapacitation, it shall apply only to the current medical condition for which the bargaining unit employee is seeking leave.
 - iv) Without the bargaining unit employee's written authorization, management may not contact the bargaining unit employee's physician or healthcare provider to obtain medical information.
 - v) Management may contact the bargaining unit employee's physician or healthcare provider to determine the authenticity of the documentation provided by the bargaining unit employee.
- c) Medical Documentation:
- i) Bargaining unit employees on sick leave for thirty (30) calendar days or more as a result of their incapacitation are required to submit detailed medical documentation from the health care provider to substantiate the absence. The bargaining unit employee may be required to subsequently submit documentation every thirty (30) calendar days that identifies the bargaining unit employee's progress and expected return to work date.
 - ii) When detailed medical documentation is required as a result of a bargaining unit employee's incapacitation, 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 (unable to perform their duties due to the medical condition).
 - (c) Provide information on how the condition affects the bargaining unit employee's ability to perform the duties of the position;
 - (d) Identify the expected duration of the bargaining unit employee's absence; and
 - (e) Have the date and signature (e.g., written, electronic, stamped) of the bargaining unit employee's personal physician or authorized health care provider.

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iii) When administratively acceptable documentation is required, it should be submitted no later than fifteen (15) calendar days after the date requested by management. If despite the bargaining unit employee's diligent, good faith efforts they are unable to provide the requested documentation, the documentation can be provided within a reasonable period of time. Generally, the documentation should be submitted no later than thirty (30) calendar days after the date requested.

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, over the previous six (6) months, there is repeated and frequent sick leave use for:
 - a) Absences when annual leave is denied; or
 - b) Absences on the days before or after a holiday; or
 - c) Absences on the days before or after a bargaining unit employee's RDO; or
 - d) Absences following overtime worked; or
 - e) Repeated absences on any one specific day.
- 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 their 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 supported by medical documentation as described in this Article may not be considered as indicators of sick leave abuse.
- iv. If the bargaining unit employee's leave pattern continues, management may place the bargaining unit employee on sick leave restriction. If sick leave restriction is imposed, the bargaining unit employee will be advised in writing that detailed medical documentation (as described in section C.2.e.ii.c)ii)) may be required for each subsequent absence for which sick leave is requested.
- v. Management will review the attendance record of a bargaining unit employee on leave restriction at least once every three (3) months. If the bargaining unit employee's attendance issue(s) no longer exist(s), management will lift the leave restriction. Management will provide the bargaining unit employee with notice in writing of whether or not management has lifted the leave restriction. If the bargaining unit employee does not receive notice in writing that the sick leave restriction has been extended, the sick leave restriction will expire three (3) months after the effective date of the issuance. If the bargaining unit employee's leave

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pattern within three (3) months of when the sick leave restriction is lifted indicates that an abuse of sick leave still exists, management may reinstitute the sick leave restriction without first meeting with the bargaining unit employee as would normally be required under Section C.2.f.ii.

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 thirty (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 their 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 (VLTP), for the advance sick leave;
 - c) Accrual of sick leave; or
 - d) A monetary settlement upon separation from Federal service.

h. Substitution of Sick Leave for Annual Leave:

- i. If a bargaining unit employee or family member becomes ill within a period of annual leave, the bargaining unit employee may be granted sick leave for the period of illness.
- ii. When substituting sick leave for annual leave, a bargaining unit employee must request the substitution to sick leave as soon as possible, generally within one pay period, and must provide administratively acceptable documentation to substantiate the illness in accordance with C.2.e.ii.(a-c).

3. **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.

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- 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 their affiliation with a religious organization.
- d. Accrued compensatory time in lieu of overtime must be used within one year (twenty-six (26) pay periods) of the date earned/accrued. At the end of the twenty-six (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.

4. 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.

NOTE: A bargaining unit employee summoned or assigned by TSA to testify in an official capacity on behalf of the United States Government or a local government is not entitled to receive court leave for service as a witness. The bargaining unit employee is performing duties as a result of their position, and is therefore in an official duty status.

- 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.

5. 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 for the following:
 - i. To attend TSA job interviews.
 - ii. Registration and Voting.
 - iii. Serving as a non-partisan poll worker or non-partisan observer.

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- iv. Bargaining unit employees may be granted excused absence to attend the funeral of a fellow active or retired TSA officer based on operational needs.
- v. 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. Although the employee may be 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 convention, conference, or meeting of a professional organization.
- vi. Leave for Bone Marrow and Organ Donations.
- vii. Blood Donations.
- viii. Officially Sponsored Physical Fitness Programs, Fitness Centers, and Health Units.
- ix. 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.
- c. Excused absence will be granted for the following:
 - i. 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.
 - ii. 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.

6. ADMINISTRATIVE LEAVE:

- a. General Information:

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- 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. [Blank] The Parties did not reach agreement on this provision.
- iii. 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.
- iv. 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.
- v. 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).
- vi. 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.

7. PARENTAL BEREAVEMENT LEAVE:

- a. The Parties understand:
 - i. An eligible bargaining unit employee is entitled to two workweeks (eighty (80) hours for a full-time employee and for part-time employees a prorated number of hours based on the tour of duty on the SF-50, *Notification of Personnel Action*) of paid leave available in a single twelve (12) month period because of the death or stillbirth of a bargaining unit employee's qualifying son or daughter.
 - ii. Parental Bereavement Leave is a stand-alone type of paid leave entitlement that is administered independently from any other type of leave, including sick leave.
- b. For additional information, including eligibility requirements and procedures, see TSA Human Capital Management Policy 630-9, *Parental Bereavement Leave*.
- c. During new bargaining unit employee orientation, bargaining unit employees shall be advised of Parental Bereavement Leave and related provisions.

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8. WEATHER AND SAFETY LEAVE:

- a. The Parties understand that TSA may approve Weather and Safety Leave for an employee or groups of employees. The Parties understand Weather and Safety Leave is a type of paid leave granted to employees without loss of pay or charge to an employee's personal leave accounts when weather or other safety-related conditions prevent employees from safely traveling to or safely performing work at an approved location due to an act of nature, terrorist attack, or other applicable conditions.
- b. During new bargaining unit employee orientation, bargaining unit employees shall be advised of Weather and Safety Leave and related provisions.

9. LEAVE WITHOUT PAY:

a. General Information:

- i. Leave without pay (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 in accordance with Section B.1 of this Article 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

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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 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:

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. [Blank] The Parties did not reach agreement on this provision.

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2. Tardiness:

- a. A bargaining unit employee is tardy for their assigned shift when the bargaining unit employee is not at the designated time clock station or other location designated by management at the start of their shift.
- b. If the conditions or frequency of the tardiness do not warrant approval of leave, the tardiness may be charged to 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 their tardiness.
- c. Management may excuse occasional or unavoidable periods of tardiness, not in excess of thirty (30) minutes.
- d. Breakdowns and delays involving the shuttle bus or other transportation within or en route to the airport may be considered as a mitigating factor in the event such disruptions cause or contribute to a bargaining unit employee reporting late for duty.

E. **VOLUNTARY LEAVE TRANSFER PROGRAM:**

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 LWOP or used to liquidate indebtedness for advance annual leave or sick leave incurred as a result of the approved medical emergency. The bargaining unit employee must make a written request to substitute donated leave for periods of LWOP or to use donated leave to liquidate indebtedness for advance leave.
3. The HR specialist/liaison will submit written notification to the VLTP HR Services provider when donated leave is used for past periods of LWOP or to liquidate advance leave indebtedness.
4. The maximum amount of annual leave to be donated is no more than one-half of the annual leave earned during the current leave year. However, bargaining unit employees who have use or lose leave may donate up to 100% of use or lose leave.

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5. VLTP Working Group: Within ninety (90) days of the effective date of this CBA, TSA and AFGE will establish a Working Group to advise on improvements to the VLTP as outlined below:
- a. 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. Subject matter experts, including technical experts, may also attend.
 - b. The Working Group will meet virtually for one (1) day, twice per year, with the dates agreed upon by TSA Director Labor Relations or designee and the AFGE Council 100 President or designee.
 - c. The Working Group may agree to additional meetings that will be held virtually.

Joint recommendations will be forwarded to the appropriate Assistant Administrator(s) for implementation. Within sixty (60) calendar days of receiving the joint recommendation, the appropriate Assistant Administrator(s) will reply to the Working Group indicating acceptance or denial of the joint recommendation or to request additional information regarding the joint recommendation. If accepted, the 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 Working Group for further deliberations.

- d. Joint recommendations of the Working Group that are approved by the appropriate Assistant Administrator(s) will be implemented consistent with that approval and may not be subject to impact and implementation bargaining at the national level.

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. The Parties understand it is the responsibility of management to schedule the bargaining unit employee's break, taking into consideration any request of the employee. If management shortens a bargaining unit employee's meal break, the employee will be afforded a new, full meal break prior to the end of their shift. 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 generally are not authorized to take meal breaks during the first two hours or last two hours of a shift unless requested by the bargaining unit employee.
2. A meal break may be granted at the bargaining unit employee's request if the bargaining unit employee is scheduled to work five (5) or more hours, but less than eight (8) hours.

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3. A meal break is usually not provided if a bargaining unit employee is scheduled to work fewer than five (5) hours a day or if a bargaining unit employee works a split shift as the break between shifts can be used for such purposes. However, at the request of the bargaining unit employee, management has the discretion to grant a meal break.
4. The length of the meal break extends a bargaining unit employee's workday by an equivalent amount of time.
5. Extended meal breaks, but no more than one hundred 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. [Blank] The Parties did not reach agreement on this provision.
7. For full-time bargaining unit employees, the meal break the bargaining unit employee receives as part of the schedule they bid for will not be extended by management without the bargaining unit employee's consent.
8. Rest breaks may not be given in the first or last hour of a bargaining unit employee's shift unless it is at the request of the bargaining unit employee.

G. **HOLIDAYS:** The Parties understand that the TSA benefits package includes eleven (11) Federal holidays (New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day) each calendar year.

Note: Because this CBA refers to holidays by the names designated in the law, President's Day is listed as Washington's Birthday and Indigenous Peoples' Day is listed as Columbus Day.

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 their 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 their shift.
3. Management generally will inform bargaining unit employees in writing 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

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employee is present at the designated time clock station or other designated station at the start of their shift, they will not be considered tardy.

5. Bargaining unit employees may not engage in any work before or after their scheduled shifts without prior management approval. Management may not allow bargaining unit employees to work before or after their scheduled shifts without granting approval for the 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.

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ARTICLE 18: LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT

- A. **PURPOSE:** The Parties recognize bargaining unit employees' rights under the Family and Medical Leave Act (FMLA) which provides eligible employees with leave for qualifying family and medical reasons.
- B. In addition to this Article, TSA MD 1100.63-1, *Absence and Leave*, and associated Handbook, as well as TSA MD 1100.63-9, *Paid Parental Leave*, contain the policy and procedures concerning FMLA and Paid Parental Leave (PPL). In the event of a conflict, the provisions of this Article shall govern.

C. FAMILY AND MEDICAL LEAVE ACT:

1. General Information: The Parties understand that TSA applies Title II of the FMLA for bargaining unit employees.
2. Leave Entitlement:
 - a. Twelve (12) week entitlement during a twelve (12) month period for basic FMLA leave is available for one or more of the following reasons:
 - i. The birth of a son or daughter of the bargaining unit employee and the care of that child;
 - ii. The placement of a child with the bargaining unit employee for adoption or foster care;
 - iii. The care of a spouse, son, daughter, or parent of the bargaining unit employee who has a serious health condition; or
 - iv. 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.
 - b. 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.
 - c. Twenty-six (26) week entitlement during a twelve (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.

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3. Bargaining Unit Employee Eligibility:

- a. Under the provisions of Title II FMLA, bargaining unit employees are eligible for up to twelve (12) or twenty-six (26) administrative weeks of Leave Without Pay (LWOP) in a twelve (12) month period for certain family and medical needs.
- b. 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 twelve (12) months. It is not necessary for the twelve (12) months to be recent or consecutive, nor is there a requirement to work a specific number of hours to attain eligibility.

4. TSA Notification Requirements:

- a. 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.
- b. Management or designee should also post the Department of Labor (DOL) publication, WHD Publication 1420, *"Your Employee Rights Under the Family and Medical Leave Act."* This publication is available on the DOL web site.
- c. 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 their eligibility for LWOP under FMLA.
- d. During new bargaining unit employee orientation, bargaining unit employees shall be advised of FMLA and related provisions.

5. Bargaining Unit Employee Responsibilities Under FMLA:

- a. 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.
- b. Bargaining unit employees must give at least thirty (30) calendar days' notice if the need for leave is foreseeable. If the bargaining unit employee fails to give thirty (30) calendar days' notice with no reasonable excuse or explanation, management may delay the approval of family and medical leave under FMLA until thirty (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 their control, the leave will not be delayed or denied.

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- c. Upon request by TSA, bargaining unit employees must provide written medical documentation of the serious health condition that is the basis for the FMLA request.
 - d. Bargaining unit employees may not invoke their entitlement to FMLA retroactively. However, if a bargaining unit employee or their 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 their entitlement to FMLA within two workdays after returning to work.
 - e. Bargaining unit employees requesting FMLA leave are responsible for following established leave requesting procedures, including procedures for requesting unscheduled leave.
 - f. 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.
 - g. While in an 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.
 - h. Bargaining unit employees on LWOP over thirty (30) calendar days should complete the appropriate documentation to ensure benefits are maintained.
 - i. 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).
6. Serious Health Condition: A serious health condition means an illness, injury, impairment, or physical or mental condition which requires either:
- a. 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
 - b. 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.
 - c. Continuing treatment by a health care provider may include one or more of the following:

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- i. 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:
 - a) 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
 - b) 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.
 - ii. 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.
 - iii. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition that:
 - a) 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.
 - b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c) 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.
 - iv. 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.
 - v. 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.
7. Safeguarding Medical Documentation: Access to the medical documentation will be restricted to management officials on a bona fide "need to know" basis.

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8. Approving a Request for Leave Under FMLA:

- a. 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.
- b. Management cannot require a bargaining unit employee to use all available appropriate paid leave before approving a request for LWOP under FMLA.
- c. 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.
- d. A bargaining unit employee must provide the written medical certification as described in TSA MD 1100.63-1, *Absence and Leave*, and associated Handbook, 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.
- e. Bargaining unit employees may submit medical documentation directly to their designated Human Resources representative.
- f. The appropriate management official shall provide bargaining unit employees with written notification of FMLA leave request approvals and denials. Any denial must include the reason for denying the request.

D. PAID PARENTAL LEAVE:

1. The Parties understand that an eligible bargaining unit employee with a qualifying birth or placement of a child with the bargaining unit employee for adoption or foster care is entitled to up to twelve (12) administrative workweeks of Paid Parental Leave (480 hours for a full-time employee and for part-time employees a prorated number of hours based on the tour of duty on the SF-50, *Notification of Personnel Action*).
2. Paid Parental Leave is substituted for unpaid FMLA leave and is used when a bargaining unit employee is acting in a parental role and engaged in activities directly

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related to the care of the newly born or placed son or daughter of the bargaining unit employee. Paid Parental Leave is not available for a surrogate or for an employee who has placed the child for adoption.

3. Managers and supervisors will not require employees to use annual leave, sick leave, or other forms of paid leave before requesting to substitute Paid Parental Leave for unpaid FMLA leave.
4. For additional information, including eligibility requirements and procedures, see TSA Management Directive 1100.63-9, *Paid Parental Leave*.

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ARTICLE 19: SHIFT BID PROCESS

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

B. **DEFINITIONS:**

1. 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.
2. Shift Bid Line: Designation of the shift, as determined solely by management, which may include certification requirements, type of bargaining unit employee (full-time/part-time), location, start time, end time, regular days off (RDOs), and gender.
3. Entry on Duty Date (EOD): For the purposes of this Article, the date a bargaining unit employee began employment with TSA (in a position within the bargaining unit) as reflected by the effective date on the bargaining unit employee's Notification of Personnel Action, Standard Form 50 (SF-50).

C. **RESPONSIBILITIES:**

1. Management is responsible for providing bargaining unit employees with information about the shift bid process at their respective airports or TSA facilities. Management will provide information about the shift 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 bid process.
 - a. At CAT X, CAT I, CAT II (Hub) and CAT III (Hub) airports, management will organize a scheduling committee made up of management representatives and bargaining unit employees jointly selected by the AFGE local president or designee and TSA management to review bid proposals in advance of posting the final version of the shift bid. This will be the same scheduling committee that is referenced in Article 20: *Annual Leave Bid Process*. Management will consider the committee's recommendations.
 - b. At CAT II (non-hub), CAT III (non-hub) and CAT IV airports, management may organize a scheduling committee made up of management representatives and bargaining unit employees jointly selected by the AFGE local president or designee and TSA management to review bid proposals in advance of posting the final version of the shift bid. If a scheduling committee is organized under this section, it will be the

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same scheduling committee referenced in Article 20: *Annual Leave Bid Process*. Management will consider the committee's recommendations.

- c. At CAT X, CAT I, CAT II (Hub) and CAT III (Hub) airports, one (1) local AFGE representative at a time as designated by the AFGE local president or designee will be present and assist with the shift bid.
3. Bargaining unit employees are responsible for knowing and adhering to the shift 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 bid process in place at the new airport or TSA facility.

D. SHIFT BID PROCESS:

1. At a minimum, management will conduct one (1) airport-wide shift bid for all bargaining unit employees on an annual basis.
2. At airports where management conducts only one (1) airport-wide shift bid in a year, management must follow the process in Section D.4 when filling vacant shift bid lines.
3. At airports where management conducts more than one (1) airport-wide shift bid in a year, management is not required to follow the process in Section D.4 when filling vacant shift bid lines.
4. When filling a vacant shift bid line outside of the airport-wide shift bid process, management will post that vacant shift bid line within fourteen (14) calendar days after determining to fill the vacant shift bid line. All bargaining unit employees will be given the opportunity to bid on that shift bid line. Selection of eligible bargaining unit employees will be made in accordance with Section D.15.g. The shift bid line vacated by the selected bargaining unit employee may also be filled in this manner. Any subsequent vacated shift bid lines will be filled at the discretion of management.
5. Management retains the discretion to conduct shift bids more frequently based on operational needs. When management determines that operational needs require an additional bid (e.g., due to a change in airline schedule), the additional bids may be restricted to specific work location(s) (e.g., checkpoint, specific baggage screening area).
 - a. At Category X and I airports, 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 sixty (60) minutes (e.g., a 1400 to 2230 shift is adjusted to 1230 to 2100). For shift adjustments between thirty (30) minutes and sixty (60) minutes, bargaining unit employees will receive notice one (1) pay period in advance.
 - b. At Category II, III, and IV airports, management will conduct an additional bid when there is an operational need to adjust the start and end times of the awarded shift bid

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hours by more than 120 minutes (e.g., a 1400 to 2230 shift is adjusted to 1100 to 1930). For shift adjustments between thirty (30) and 120 minutes, bargaining unit employees will receive notice one (1) pay period in advance.

- c. At all airports, prior to the effective date of an additional bid required under this section, management may seek volunteers for shift adjustments in seniority order and, if there are not enough volunteers, temporarily adjust shifts of bargaining unit employees using inverse seniority order.
6. Management at each airport will conduct a separate shift bid for each workgroup, (e.g., Transportation Security Officers (TSOs), Lead Transportation Security Officers (LTSOs), Equipment Maintenance Technicians (EMTs), Expert Transportation Security Officers (ETSOs) and Security Training Instructors (STIs)).
7. Trial period bargaining unit employees may be restricted from choosing a shift for one hundred eighty (180) days from their date of hire. Exceptions to this one hundred eighty (180) day restriction will be approved locally by the Federal Security Director (FSD) or designee. When management establishes new bid lines for new, fully certified officers, the lines will be offered airport-wide consistent with Section D.4 of this Article. Vacant lines remaining will then be made available to the new officers.
8. Assignment to an Advanced Threat Local Allocation Strategy (ATLAS) team, or any functionally similar team under a different name, may be accomplished through the shift bid process.
9. [Blank] The Parties did not reach agreement on this provision.
10. The Parties understand that 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.
11. An airport-wide shift bid will be applied to all work locations at an airport.
12. A shift bid notification for an airport-wide shift bid will be posted electronically and on official bulletin boards for a minimum of fourteen (14) calendar days in advance of an airport-wide shift bid. This notification will include the dates when an airport-wide shift bid will be conducted and the date of implementation.
13. Management will post airport-wide shift bid lines and the seniority list a minimum of fourteen (14) calendar days prior to the first day of an airport-wide shift bid. If management makes any changes to the airport-wide shift bid lines, the airport-wide shift bid lines will be re-posted for a minimum of seven (7) calendar days. Management at each airport will designate a location for posting and will make reasonable efforts to distribute the document electronically. Complete listings of bargaining unit employees and shift bids are Sensitive Security Information (SSI) and will be restricted appropriately.

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14. During a shift bid, management will update and post all awarded and open bid lines on a daily basis, at the close of the bidding day, in a way that will be accessible to all bargaining unit employees (including those on leave or otherwise away from the airport), 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 SSI and will be restricted appropriately.

15. Bidding and Awarding Bids:

- a. Management will develop options for conducting an airport-wide shift bid such as walk-up appointments, electronic bids, phone in bids, electronic bid submissions, and proxy bidding. Management will notify and consult upon request with the designated union representative for their airport on the method(s) being used to conduct the bid prior to posting an airport-wide shift bid notification described in Section D.12.
- b. Where an airport does not provide an alternative to in-person bidding (e.g. an electronic process, telephonic selection, or proxy) and the bargaining unit employee's only option is to bid in person at a time outside their duty hours, the Parties understand the bargaining unit employee will receive compensation for call back work for returning to bid in person.
- c. Bargaining unit employees will use the AFGE and TSA established national protocol for conducting a shift bid by proxy by using TSA Form 1167, *Shift Bid Proxy* or electronic version.
- d. Bargaining unit employees who fail to bid will have their seniority protected by being assigned an available shift closest to the shift he/she held in the prior bid. In such cases, shifts will be assigned in the following order of priority: (1) AM or PM shift; (2) RDOs; (3) Screening Location; (4) Start time.
- e. [Blank] The Parties did not reach agreement on this provision.
 - i. [Blank] The Parties did not reach agreement on this provision.
 - ii. [Blank] The Parties did not reach agreement on this provision.
 - iii. [Blank] The Parties did not reach agreement on this provision.
- f. [Blank] The Parties did not reach agreement on this provision.
- g. Shift preferences will be awarded by EOD. If bargaining unit employees have identical EODs, the following tiebreakers will be used:
 - i. The bargaining unit employee's SCD as reflected on their SF-50 will be used as the first tiebreaker.

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

16. Personal Needs Requests: FSDs or their designee have the discretion to allow bargaining unit employees to work specific shifts based on documented personal needs. Regardless of the nature of the personal need, there is no entitlement to a specific shift. Management will notify the designated AFGE local President or designee when such exceptions are made, while protecting the bargaining unit employees' personal information. Personal needs request approvals are generally intended to be temporary in nature.

17. Effective Date of Bid:

- a. For Category X and I airports, the effective date of an airport-wide shift bid implementation will be no less than twenty-eight (28) calendar days from the date that the final shift bid results are posted.

For Category II, III and IV airports, the effective date of an airport-wide shift bid implementation will be no less than twenty-one (21) calendar days from the date that the final shift bid results are posted.

- b. Upon request of the Union, the AFGE local president or designee and management's representative(s) will consult at the local level on the implementation date and holding additional airport-wide shift bids.
- c. Bargaining Unit Data: Upon completion of an airport-wide shift bid, management will provide to the AFGE Local Union President or designee a copy of the airport-wide shift bid results and the corresponding seniority list.

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ARTICLE 20: ANNUAL LEAVE BID PROCESS

A. **PURPOSE:** In the interest of providing opportunities for bargaining unit employees to schedule annual leave and to ensure efficient operational coverage to meet mission requirements, this Article contains the provisions of the 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. Entry on Duty Date (EOD): For the purposes of this Article, the date a bargaining unit employee began employment with TSA (in a position within the bargaining unit) as reflected by the effective date on the bargaining unit employee's *Notification of Personnel Action*, Standard Form 50 (SF-50).
4. Day at a Time Leave Slot: A one (1) calendar day period of time that is selected during the annual leave bid.
5. 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 annual leave bid process at their respective airports or TSA facilities. Management will provide information about the 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 annual leave bid process.
 - a. At CAT X, CAT I, CAT II (Hub) and CAT III (Hub) airports, management will organize a scheduling committee made up of management representatives and bargaining unit employees jointly selected by the AFGE local president or designee and TSA management to review bid proposals in advance of posting the final version of the annual leave bid. This will be the same scheduling committee that is referenced in Article 19: *Shift Bid Process*. Management will consider the committee's recommendations.

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- b. At CAT II (non-hub), CAT III (non-hub) and CAT IV airports, management may organize a scheduling committee made up of management representatives and bargaining unit employees jointly selected by the AFGE local president or designee and TSA management to review bid proposals in advance of posting the final version of the annual leave bid. If a scheduling committee is organized under this subsection, it will be the same scheduling committee that is referenced in Article 19: *Shift Bid Process*. Management will consider the committee's recommendations.
 - c. At CAT X, CAT I, CAT II (Hub) and CAT III (Hub) airports, one (1) local AFGE representative at a time as designated by the AFGE local president or designee will be present and assist with the annual leave bid.
3. Bargaining unit employees are responsible for knowing and adhering to the 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 annual leave bid process in place at the new airport or TSA facility.

D. ANNUAL LEAVE BID PROCESS:

1. Management at each airport will conduct an annual leave bid once per year ("the annual leave bid"). The annual leave bid will be offered prior to the beginning of the leave year. At the conclusion of the annual leave bid, annual leave requests will be reviewed and approved on a first come basis. Management may maintain a standby list of up to five (5) bargaining unit employee names for each leave date.
2. TSA is responsible for the calculation of the one hundred (100) percent allocation of anticipated annual leave accrual at each airport. Should TSA revise its formula for the calculation, management at TSA Headquarters will provide a copy of the process to the President of AFGE Council 100. TSA management at the airport will provide a copy of the process to the AFGE Local President or designee.
3. Management will announce the dates the annual leave bid will be conducted at least thirty (30) days in advance. Management will post the annual leave bid (i.e., the annual leave bid 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 their 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 D.2 for the calculation.

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5. Bidding and Awarding Bids:
 - a. Management will develop options for conducting the annual leave bid such as walk-up appointments, electronic bids, phone in bids, electronic bid submissions, and proxy bidding. Management will notify and consult upon request with the AFGE local president or designee for their airport on the method(s) being used to conduct the annual leave bid prior to announcing the dates of the annual leave bid as described in Section D.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 their normal duty hours, the Parties understand the bargaining unit employee will receive compensation for call back work for returning to bid in person.
 - c. Bargaining unit employees will use the AFGE and TSA established national protocol for conducting annual leave bid by proxy by using TSA Form 1167-1 or electronic version.
6. Management will either: (1) conduct an annual leave bid for all workgroups; or (2) conduct a separate annual leave bid for each workgroup (e.g., Transportation Security Officers (TSOs), Lead Transportation Security Officers (LTSOs), Expert Transportation Security Officers (ETSOs), Equipment Maintenance Technicians (EMTs), and Security Training Instructors (STIs)).
7. During the annual leave bid:
 - a. Bargaining unit employees will be able to select annual leave bid lines and day at a time leave slots as set forth in this Article.
 - b. [Blank] The Parties did not reach agreement on this provision.
 - 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 D.7.d and D.7.e below. Nothing in this section prevents management from making more than one hundred (100) percent of the anticipated annual leave accrual available.
 - d. At CAT X, CAT I, and CAT 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 D.6 and will be awarded by seniority (as defined in Section D.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 D.6 and will be awarded by seniority (as defined in Section D.10).

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- e. At CAT III and CAT 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 D.6 and will be awarded by seniority (as defined in Section D.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 D.6 and will be awarded by seniority (as defined in Section D.10).
8. Based on their annual leave accrual rates as of the first day of pay period one (1) of the leave year, bargaining unit employees may select annual leave bid lines as follows:
 - a. Bargaining unit employees who accrue eight (8) hours of annual leave per pay period will be able to bid up to four (4) annual leave bid lines during the annual leave bid.
 - b. Bargaining unit employees who accrue six (6) hours of annual leave per pay period will be able to bid up to three (3) annual leave bid lines during the annual leave bid.
 - c. Bargaining unit employees who accrue four (4) hours or less of annual leave per pay period will be able to bid up to two (2) annual leave bid lines during the annual leave bid.
9. Based on their annual leave accrual rates as of the first day of pay period 1 of the leave year, bargaining unit employees may select day at a time leave slots as follows:
 - a. Bargaining unit employees who accrue eight (8) hours of annual leave per pay period will be able to bid up to six (6) day at a time leave slots during the annual leave bid.
 - b. Bargaining unit employees who accrue six (6) hours of annual leave per pay period will be able to bid up to five (5) day at a time leave slots during the annual leave bid.
 - c. Bargaining unit employees who accrue four (4) hours or less of annual leave per pay period will be able to bid up to three (3) day at a time leave slots during the annual leave bid.
10. During the annual leave bid, annual leave bid lines and day at a time leave slots will be approved in order of Entry on Duty (EOD). If bargaining unit employees have identical EODs, the following tiebreakers will be used:
 - a. The Service Computation Date (SCD) will be used as the first tiebreaker.
 - b. Any ties remaining after the application of the above will be resolved by a randomizer, such as www.random.org.

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11. [Blank] The Parties did not reach agreement on this provision.
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. [Blank] The Parties did not reach agreement on this provision.
 - b. After management completes Section D.12.a, the FSD or designee and the AFGE Local President or designee will meet, review, and discuss the annual leave calendar. The AFGE Local President or designee will be provided a copy of the annual leave calendar. If management makes any subsequent changes to the annual leave calendar, the FSD or designee will provide a copy of the updated annual leave calendar to the AFGE Local President or designee fourteen (14) calendar days prior to implementation. Upon request of the AFGE Local President or designee, the FSD or designee will meet, review, and discuss the updated annual leave calendar.
 - c. [Blank] The Parties did not reach agreement on this provision.
13. [Blank] The Parties did not reach agreement on this provision.
14. [Blank] The Parties did not reach agreement on this provision.
15. Upon taking approved leave, bargaining unit employees may use accrued annual leave, accrued compensatory time, administrative leave (coded in the TSA electronic system as “other paid leave”), or a combination thereof, to cover the absence.

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

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 intranet. The local airport’s intranet 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.

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- 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. [Blank] The Parties did not reach agreement on this provision.
17. Cancellation of scheduled annual leave: Bargaining unit employees are encouraged to cancel scheduled annual leave no later than fourteen (14) calendar days prior to the start of the scheduled leave or as soon as possible.

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ARTICLE 21: SHIFT AND SCHEDULE TRADES

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

B. **DEFINITIONS:**

1. Certification Requirements: Specific requirements associated with a position, as determined by management, that a bargaining unit employee must possess in order to be assigned to the position. Certification requirements may include basic certifications (e.g., baggage, passenger, dual) and equipment-specific certifications.
2. Schedule Trade: A type of trade that results in the voluntary, documented exchange of work schedules by two bargaining unit employees who share certification requirements and share full-time or part-time status.
3. Shift Trade: The voluntary, documented exchange of scheduled work hours between no more than three (3) bargaining unit employees for a minimum of one (1) hour. This may include trades for a partial shift or a full shift.
4. One-Way Shift Trade: A type of shift trade that results in the voluntary reduction of hours (shift trade-off) that is not balanced by additional work hours (shift trade-worked). The result of a one-way shift trade is the net reduction of scheduled work hours for one (1) bargaining unit employee. One (1) bargaining unit employee forgoes working their 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.

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3. Submission of Trade Requests:

- a. Shift trade requests will be submitted to the designated management official using the TSA electronic system (if available). If the TSA electronic system is not available, the shift trade request will be submitted using the electronic version of TSA Form 1160-8, *Shift Trade Request*. In the event the electronic system and electronic version of TSA Form 1160-8 are both unavailable, the paper copy of TSA Form 1160-8 will be used. The electronic version of TSA Form 1160-8, *Shift Trade Request* will be available on TSA's intranet.

NOTE: For the purposes of this subsection, the TSA electronic system is considered "not available" when: (1) the TSA electronic system is out-of-service or not operational due to circumstances outside of the bargaining unit employee's(s') control; (2) the TSA electronic system has not been deployed at that airport; or (3) the bargaining unit employee is off-duty and not on TSA-premises at the time the shift trade request is being submitted.

- b. Schedule trade requests will be submitted to the designated management official using the electronic version of TSA Form 1160-7, *Schedule Trade Request*. In the event the electronic version of TSA Form 1160-7 is unavailable, the paper copy of TSA Form 1160-7 will be used. The electronic version of TSA Form 1160-7, *Schedule Trade Request* will be available on TSA's intranet.
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., TSA's intranet, 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 TSA's intranet and/or unofficial bulletin boards.

D. **PROCESS:**

1. Overtime: The Parties understand 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.
2. Eligibility for Trades:
 - a. Bargaining unit employees are eligible for trades consistent with this Article after they have been employed by TSA for at least ninety (90) days.

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- b. Bargaining unit employees who have been the subject of an adverse action within the previous twelve (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. A bargaining unit employee who fails to work their portion of an approved shift trade three (3) or more times in the previous one hundred eighty (180) days is not eligible to accept new shift trades for sixty (60) days from the date of the last failed to work shift trade.
- e. Full-time bargaining unit employees and part-time bargaining unit employees may trade shifts, but not full schedules.
- f. Consistent with this Article, management will approve trades for eligible bargaining unit employees who share the same certification requirements. Other requirements, such as training or position of record (*e.g.*, TSO, LTSO, ETSO, EMT and STI), will impact eligibility when there is a legitimate operational need for such consideration to the relevant shift to be worked.
- g. 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.
- 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, a bargaining unit employee may shift trade with any other eligible bargaining unit employee within the same hub and spoke configuration. Once a shift trade is approved, the bargaining unit employees are responsible for working the agreed upon shift as if it were a part of the bargaining unit employees' regular work schedule. If the shift trade is to another airport, travel to the alternate worksite is considered the bargaining unit employee's regular commute and the bargaining unit employee is responsible for any expenses (*e.g.*, parking, mileage) related to the shift trade. If the shift trade is denied, the reason will be provided in writing to the bargaining unit employees.

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- 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 only involve two (2) bargaining unit employees and remain in effect until cancelled by both employees, or until the effective date of the next shift bid.
- p. If a previously approved shift trade is affected by a change in a bargaining unit employee's schedule, the shift trade will be canceled. Bargaining unit employees affected by the cancellation can work their respective schedules, submit a new shift trade request, or request leave.

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 shift trade, (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.

NOTE: Management may disapprove such trade for any bargaining unit employee where Management believes that the bargaining unit employee's effectiveness, safety, or job performance would be adversely affected.

- d. Bargaining unit employees are not permitted to reduce their scheduled work hours by more than a net forty (40) 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.

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4. Documenting Trades:

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

5. Cancellation of Approved Shift Trades:

- a. Bargaining unit employees will cancel an approved shift trade by submitting TSA Form 1160-9, *Shift Trade Cancellation*, or the electronic version of TSA Form 1160-9, 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.
 - i. In circumstances in which affected bargaining unit employees cannot submit TSA Form 1160-9, *Shift Trade Cancellation*, or the electronic version of TSA Form 1160-9, 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 of TSA Form 1160-9, 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 shift trade of a bargaining unit employee who becomes ineligible under this Article. Management will not cancel shift 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.

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ARTICLE 22: PROCESS FOR WORK STATUS CHANGE FROM FULL-TIME TO PART-TIME AND VICE VERSA

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

B. DEFINITIONS:

1. Entry on Duty Date (EOD): For the purposes of this Article, the date the bargaining unit employee began employment with TSA (in a position within the bargaining unit) as reflected by the effective date on the bargaining unit employee's *Notification of Personnel Action*, Standard Form 50 (SF-50).
2. Full-Time (FT) Employment: Work schedules consisting of eighty (80) hours per pay period as defined by TSA policy.
3. 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 by TSA policy.
4. Seniority: For the purposes of this Article, seniority is defined as the bargaining unit employee's Entry on Duty date (EOD). If bargaining unit employees have identical EODs, the following tiebreakers will be used:
 - a. The Service Computation Date (SCD) will be used as the first tiebreaker.
 - b. Any ties remaining after the application of the above process will be resolved by a randomizer, such as www.random.org.
5. Service Computation Date (SCD): The date, either actual or constructed by crediting service, used to determine annual leave that is based on how long the bargaining unit employee has been in the Federal service. For a bargaining unit employee with no prior creditable civilian or military service, the SCD is the effective date of the bargaining unit employee's first Federal civilian appointment.

C. RESPONSIBILITIES:

1. Management is responsible for communicating (e.g., electronically, on official bulletin boards, and in briefings) work status change opportunities as described in this Article. Management should make such communications over more than one medium.
2. Management at each airport will inform part-time bargaining unit employees of the process for converting from part-time to full-time when hired as part of the orientation process and twice per year electronically.

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

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

1. The bargaining unit employee must not have an unsatisfactory performance rating during their most recent performance period.
2. [Blank] The Parties did not agree to this provision.
3. The bargaining unit employee must not have received an adverse action within the previous six (6) months.
4. Bargaining unit employees are not eligible for a work status change while on suspension or administrative leave.
5. The bargaining unit employee, including a bargaining unit employee on 50% official time, 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 by seniority.
7. When a full-time position becomes available, TSA management will adhere to the following procedure:
 - a. Management will maintain a list of part-time bargaining unit employees who have submitted a written request for work status change to full-time ("PT to FT List").
 - b. Bargaining unit employees may submit such written request to be added or removed from the list at any time.

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- c. Management will contact and select eligible part-time bargaining unit employees by seniority until such full-time positions are filled.
 - d. If Management makes an exception to selection by seniority based on a bona fide occupational qualification (e.g., gender), Management will notify, in writing, the bargaining unit employee(s) who was not selected with the reason for the non-selection. Management will include the following statement in the written notice: “You may seek representation regarding this denial with your local Union representative.”
 - e. 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 23: *Transfer Policy*, Section E.7.
8. To accomplish temporary work schedule changes, the Agency will solicit volunteers who wish to increase their part-time hours. Volunteers will be selected in order of seniority. If too few bargaining unit employees volunteer, management will select bargaining unit employees using inverse seniority order. The Parties understand that TSA Policy limits temporary work schedule changes to a maximum of thirteen (13) consecutive pay periods. Temporary work schedule changes will not be used to circumvent filling a full-time position.
- a. Management will provide the bargaining unit employee with the expected number of pay periods the temporary work schedule will last, as well as the initial assigned shift at the time of solicitation. A temporary schedule change agreement will include, but not be limited to, the number of hours per biweekly pay period, the maximum number of pay periods, and the effective beginning and expected end dates of the temporary work schedule change.
 - b. Any volunteer under this section may request approval to return to their previous work schedule and tour of duty any time before the end date of the temporary work schedule. Management will respond to the volunteer’s request within fourteen (14) days of the date of the request. The request may be approved or disapproved by management based on the operational needs of the airport. If approved, management will provide the end date of the temporary work schedule. If management approves the volunteer’s request to end the temporary work schedule early, management may select bargaining unit employee(s) using inverse seniority order to work the remainder of the temporary work schedule.

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

1. When requested by the bargaining unit employee, voluntary conversion from full-time employment to part-time employment shall be authorized when approved by management. This conversion does not require a posted available position.
2. Bargaining unit employees’ requests for permanent work status changes from full-time

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to part-time will be submitted in accordance with Section C.3 of this Article. Management will process the requests on a case-by-case basis.

3. Temporary voluntary conversions with the bargaining unit employees returning to full-time status may be authorized by management in order to address personal needs of the bargaining unit employees.
 - a. A temporary schedule change agreement will include, but not be limited to, the number of hours per biweekly pay period, the maximum number of pay periods, and the effective beginning and expected end dates of the temporary work schedule change.
 - b. Any volunteer under this section may request approval to return to their previous work schedule and tour of duty any time before the end date of the temporary work schedule. The request may be approved or disapproved by management based on the operational needs of the airport.
4. Prior to a bargaining unit employee accepting conversion to part-time status, management will advise the bargaining unit employee in writing regarding the general effects of converting to part-time employment as it relates to bargaining unit employee benefits. The Parties understand that in accordance with TSA Policy, a permanent part-time bargaining unit employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, completion of trial period, and leave category rate.

F. DOCUMENTATION OF WORK STATUS CHANGE:

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

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ARTICLE 23: 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 Date (EOD): For the purposes of this Article, the date the bargaining unit employee began employment with TSA (in a position within the bargaining unit) as reflected by the effective date on the bargaining unit employee's *Notification of Personnel Action*, Standard Form 50 (SF-50).
2. Job Swap Program: The voluntary transfer between two (2) eligible bargaining unit employees in the same position seeking to exchange duty stations.
3. National Transfer Program (NTP): A program that provides for the voluntary, non-competitive permanent change of duty station to a vacant position at a different airport for which the bargaining unit employee is eligible.
4. Seniority: For purposes of this Article, seniority is defined as the bargaining unit employee's Entry on Duty date (EOD). If bargaining unit employees have identical EODs, the following tiebreakers will be used:
 - a. The Service Computation Date (SCD) will be used as the first tiebreaker.
 - b. Any ties remaining after the application of the above process will be resolved by a randomizer, such as www.random.org.
5. Service Computation Date (SCD): The date, either actual or constructed by crediting service, used to determine annual leave that is based on how long the bargaining unit employee has been in the Federal service. For a bargaining unit employee with no prior creditable civilian or military service, the SCD is the effective date of the bargaining unit employee's first Federal civilian appointment.

C. **BARGAINING UNIT EMPLOYEE OPTIONS FOR TRANSFERS:** Bargaining unit employees who want to transfer to covered positions at other TSA airports have two (2) potential program options - the NTP and the TSA Job Swap Program. Bargaining unit employees will be responsible for any expenses related to voluntary transfers and Job Swaps.

D. **ELIGIBILITY:**

1. To participate in the NTP, 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 transfers for positions they currently occupy, have previously held,

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or could otherwise qualify for as set forth in the chart below [the table refers to current position titles as of the effective date of this CBA].

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

*ETSO is an incumbent only position.

Note: For bargaining unit employees on 100% official time who seek to transfer, please see Article 6: *Union Representatives and Official Time*.

2. The employee requesting to transfer must have been employed with TSA as a bargaining unit employee for at least one (1) year.
3. A bargaining unit employee on a Performance Improvement Plan (PIP) is not eligible for a transfer. However, a bargaining unit employee on a PIP may be allowed to transfer at the discretion of management at the receiving airport.
4. A bargaining unit employee must not have received a suspension(s) of four to fourteen (4-14) days within the previous six (6) months or an adverse action(s) within the previous twelve (12) months.
5. 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.
6. 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.
7. If a bargaining unit employee accepts a transfer and then later withdraws their acceptance, the bargaining unit employee will be prohibited from submitting another request for transfer to any location for three (3) months unless approved by management.
8. Nothing in Section D of this Article 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.

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E. NATIONAL TRANSFER PROGRAM PROCESS:

1. The NTP applies to all categories of airports and to all employees in the bargaining unit.
 - a. For Transfers from Airports with 300 or More bargaining unit employees (as set forth in the most recent report provided under Article 36: *Communications*, Section B.12 from when the transfer is approved): Management at the losing airport may not deny or delay a transfer of an eligible bargaining unit employee.
 - b. For Transfers from Airports with Less than 300 bargaining unit employees (as set forth in the most recent report provided under Article 36: *Communications*, Section B.12 from when the transfer is approved): Management may not deny, but may delay, a transfer of an eligible bargaining unit employee. Management will limit delays to the time required to fill the transferring bargaining unit employee's vacancy, generally the delay will not last longer than ninety (90) days.
 - c. If management denies or delays a bargaining unit employee's transfer, management will provide the bargaining unit employee with the reason for the denial or delay in writing. Management will include the following statement in the written notice: "You may seek representation regarding this delay/denial with your local Union representative."
 - d. A bargaining unit employee who applies for a transfer to an airport will be given priority over other bargaining unit employees on the transfer list for that airport where a vacancy exists and the bargaining unit employee is otherwise eligible for the transfer, if they provide a copy of the official transfer orders for their active duty military spouse or domestic partner to that location.
2. Methods for Submitting a Transfer Request under the NTP:
 - 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 NTP 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 NTP using the TSA online automated system. A bargaining unit employee can submit TSA Form 1181B, *Voluntary Transfer Request*, instead of using the online automated system in the following circumstances: (1) the online automated system is unavailable; or (2) when Section D.8 and/or Section E.13 must be utilized for that bargaining unit employee to be eligible to transfer.

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- d. The online automated system will confirm a bargaining unit employee's request through the e-mail address provided by the bargaining unit employee.
 - e. The online automated system will maintain the bargaining unit employee's request on the transfer list according to seniority as defined in Section B.4 of this Article for nine (9) months.
 - f. TSA will maintain a page on TSA's intranet that includes a link to the NTP online automated system and a link to TSA Form 1181B.
3. A bargaining unit 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 bargaining unit employee can resubmit a request to the same or different locations.
 4. 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 a bargaining unit employee's transfer request, management will provide the bargaining unit employee with the reason for the denial in writing.
 5. All offers to transfer will be in writing. The transfer offer will include certification requirements, start and end times, and regular days off (RDOs).
 6. A bargaining unit employee must accept or decline a transfer offer, confirmed received, in writing to the receiving airport within ten (10) 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 ten (10) 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.
 7. 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 22: *Process for Work Status Change from Part-Time to Full-Time and Vice Versa* (one inside/one outside).

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- ii. Eligible full-time bargaining unit employees will be placed on the transfer list in seniority order consistent with this Article.
 - b. Part-Time Bargaining Unit Employees Wanting to Transfer into Part-Time Positions: Eligible part-time bargaining unit employees may transfer in seniority order into existing part-time vacancies.
 - c. Full-Time Bargaining Unit Employees Wanting to Transfer into Part-Time Positions: Eligible full-time bargaining unit employees may transfer in seniority order into existing part-time vacancies.
 - d. Part-Time Bargaining Unit Employees Wanting to Transfer into Full-Time Positions: Eligible part-time bargaining unit employees may transfer in seniority order into full-time vacancies when (1) there are no eligible full-time bargaining unit employees on the transfer list; and (2) there are no part-time bargaining unit employees at the gaining airport who wish to convert to full-time status consistent with Article 22: *Process for Work Status Change from Part-Time to Full-Time and Vice Versa*.
8. Management at each airport will designate a representative to serve as a point of contact (POC) for a bargaining unit employee transferring into that airport. Bargaining unit employees may contact management's designated representative at the receiving airport to obtain information regarding that airport's local procedures and guidelines. The receiving airport will provide the transferring bargaining unit employee with a briefing and a copy of all local procedures and guidelines.
 9. If relocation is necessary in a voluntary transfer, bargaining unit employees, upon request, will be granted up to two (2) weeks of appropriate leave (which may include Leave Without Pay (LWOP)) absent an operational need. If a request for leave under this Section is denied based on operational need, management will provide the reason for the denial in writing to the bargaining unit employee.
 10. A bargaining unit employee transferring to an airport with 300 or more bargaining unit employees (as set forth in the most recent report provided under Article 36: *Communications*, Section B.12 from when the transfer is approved) 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 that airport will be available on a case-by-case basis.
 11. A bargaining unit employee transferring prior to July 1 to an airport with less than 300 bargaining unit employees (as set forth in the most recent report provided under Article 36: *Communications*, Section B.12 from when the transfer is approved) will be allowed to take the number of days of leave previously approved as a result of the annual leave bid for the remainder of the year, but is not guaranteed the same dates previously approved.

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12. Both the gaining and losing airports have discretion in determining the effective date of the transfer. If the bargaining unit employee accepts the position offered, they must execute the voluntary transfer and report within the time frame negotiated with the gaining airport.
13. A bargaining unit employee who transfers under the NTP must remain at their new duty location for at least six (6) months prior to seeking a transfer to another airport through the NTP unless the gaining and losing airports agree to the transfer.
14. TSA may facilitate placement in other TSA locations such as:
 - a. Placement of returning military members under TSA MD 1100.30-17, *Uniformed Services Employment and Reemployment*; and
 - b. Actions required by other policies, third-party decisions, or correction of administrative error.

F. TSA JOB SWAP PROGRAM PROCESS:

1. Management will approve Job Swap requests for bargaining unit employees of the same position (e.g. TSO, LTSO, EMT, STI), job status (full time/part time), gender, and certifications (excluding equipment) provided the eligibility requirements of this Article are met. Management may waive any requirement not essential to the particular Job Swap request. If management denies a Job Swap request, management will provide the bargaining unit employees with the reason for the denial in writing.
2. Management at each airport will designate a 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. TSA will maintain a website on the TSA intranet that bargaining unit employees may use 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.

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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 decision about the bargaining unit employees' TSA Job Swap requests.
8. If the POCs or designees have approved the bargaining unit employees' Job Swap request, the bargaining unit employees must accept or decline the offer in writing within ten (10) business days from the date the bargaining unit employees were notified of the approval.
9. Starting Dates of TSA Job Swap:
 - a. The affected airports will coordinate the respective departing and reporting dates with the affected bargaining unit employees involved in an approved Job Swap.
 - b. If relocation is necessary in a Job Swap, bargaining unit employees, upon request, will be granted up to two (2) weeks of appropriate leave (which may include LWOP) absent an operational need. If a request for leave under this Section is denied based on operational need, management will provide the reason for the denial in writing to the bargaining unit employee.
 - c. A bargaining unit employee transferring to an airport with 300 or more bargaining unit employees (as set forth in the most recent report provided under Article 36: *Communications*, Section B.12 from when the transfer is approved) 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 that airport will be available on a case-by-case basis.
 - d. A bargaining unit employee transferring prior to July 1 to an airport with less than 300 bargaining unit employees (as set forth in the most recent report provided under Article 36: *Communications*, Section B.12 from when the transfer is approved) will be allowed to take the number of days of leave previously approved as a result of the annual leave bid for the remainder of the year, but is not guaranteed the same dates previously approved.

G. TEMPORARY TRANSFERS:

1. Management will consider bargaining unit employee initiated requests for temporary transfers in accordance with this Section.
2. Bargaining unit employees who wish to transfer to a different duty location on a temporary basis may apply for a temporary transfer. A bargaining unit employee seeking a temporary transfer must submit a request in writing to their Federal Security Director (FSD) or designee, which includes the reasons for the temporary transfer request, the requested transfer location and the anticipated duration of the requested temporary transfer, and may include the employee's preferred shift and RDOs. Management may ask the bargaining unit employee to provide documentation to support their temporary transfer request.

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Failure to provide documentation will not preclude management from considering the request, particularly in situations for which documentation would not be clarifying or readily available.

3. After receiving a bargaining unit employee's written request for a temporary transfer, the FSD or designee will review the request. If the FSD or designee can support the request, the FSD or designee will contact management at the gaining airport for consideration of the bargaining unit employee's temporary transfer request. Both the losing and gaining airports must agree to the bargaining unit employee's temporary transfer request before it is approved. Generally, within fourteen (14) calendar days of receiving the request, approval or reason for denial will be provided to the bargaining unit employee in writing.
 4. Bargaining unit employees may request a temporary transfer of up to six (6) months. A bargaining unit employee may request one (1) extension of an approved temporary transfer in writing and must do so at least thirty (30) calendar days before the end date of their temporary transfer. For a bargaining unit employee's extension request to be granted, management at the losing and gaining airports must approve the extension request. Generally, within fourteen (14) calendar days of receiving the extension request, approval or reason for denial will be provided to the bargaining unit employee in writing. Nothing in this section prohibits a bargaining unit employee, who is otherwise eligible under this Article, from transferring into the airport where they are on a temporary transfer by submitting a new request pursuant to Section E or F of this Article.
 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 they are working at the official duty station for purposes of participating in the shift bid and annual leave bid. Management will assure coordination of the administrative responsibilities (such as leave, pay, performance management, etc.) for the duration of the temporary transfer.
 7. The gaining airport will consider the bargaining unit employee's identified shift and RDO preference, if any, when assigning the employee to an initial shift on an approved temporary transfer.
- H. **IMPLEMENTATION:** The Parties recognize that the NTP online automated system may need to be updated to reflect the provisions agreed upon in this Article. Full implementation of this Article will occur upon successful completion of changes to the online automated system. TSA will provide AFGE with periodic updates on the attempts to complete the changes. This Article will be fully implemented approximately one hundred eighty (180) days from the effective date of this Agreement. Until such implementation occurs, the online automated system in effect at the time of the Agreement will be used.

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ARTICLE 24: AWARDS AND RECOGNITION PROCESS

- A. Recognition of bargaining unit employee accomplishments is an important element in effective workforce management. This Article contains the process for distributing awards and for recognizing achievements of bargaining unit employees and individual or team achievements that contribute to TSA's mission.
- B. Awards and recognition categories and criteria are detailed in TSA Management Directive (MD) 1100.45-1, *Awards and Recognition*, and any subsequent revisions. Management retains the right to add, rescind, or amend awards, award categories, and award criteria during the period of this Agreement. Awards are based on merit and distributed fairly. In the event of a conflict with regard to the awards and recognition process, the provisions of this Article shall govern. As of the effective date of this Agreement, examples of awards in TSA policy are:
1. Attendance Award: A cash award designed to recognize employees for their sustained availability in the workplace.
 2. Career Service Recognition: The periodic recognition of an employee for creditable years of Federal service or recognition of total years of service upon retirement.
 3. Distinguished Career Service Award: The Secretary of Homeland Security or the TSA Administrator may grant this award to retiring employees with more than twenty (20) years of Federal service who are deemed to have made significant contributions to the Federal service during their careers.
 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.
 5. John W. Magaw Leadership Values Award: This is an annual recognition by the TSA Administrator 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 TSA Administrator.
 6. On-the-Spot 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.
 7. Performance Awards: Performance awards are lump-sum, cash awards designated to recognize employees for their accomplishment of duties.
 8. Special Achievement Award: A one-time, lump sum cash award granted in recognition of an employee's significant contribution(s) related to official employment.

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

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

D. **GENERAL:**

1. Management retains the discretion to determine how much, if any, of its budget will be allocated for awards and recognition and when funds become available for distribution.
2. Awards that provide monetary recognition will be in the form of a lump-sum payment.
3. It is the policy of TSA to recognize and reward significant employee contributions and achievements in a fair manner consistent with TSA MD 1100.45-1, *Awards and Recognition*.
4. Within ninety (90) calendar days after the end of the fiscal year, TSA will provide AFGE Council 100 with an electronic annual report on the awards program for bargaining unit employees which contains the total annual awards allocation for each hub and the total expenditure of the awards budget per hub. For CAT X and CAT I airports only, the report will assign each bargaining unit employee who received an award a random numeric value and provide the position, grade, and award category for each anonymized bargaining unit employee. The annual report will be in an electronic format that allows the Union to filter by airport location for the Union to disseminate to AFGE Local Presidents as needed.
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 MD 1100.45-1, *Awards and Recognition*.
6. When management grants an award under this Article, the awardee(s) will be timely notified of the management official granting the award, the type of award, and a brief description of the basis of the award.
7. TSA will continue to publish award criteria by making TSA MD 1100.45-1, *Awards and Recognition*, and any subsequent revisions, available on TSA’s intranet.
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. Management will generally process awards in a timely and expeditious manner.

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10. When a bargaining unit employee is granted an award, management will timely inform the bargaining unit employee.

E. JOINT AWARDS COMMITTEES:

1. At the commencement of each fiscal year, the Federal Security Director or designee and the AFGE Local President or designee will establish a Joint Awards Committee (JAC) at CAT X and CAT I airports as well as at any hub airports regardless of category. Such committees will be made up of an equal number of bargaining unit employees and local TSA management. The FSD or designee has the discretion to increase the percentage of bargaining unit employees participating on the JAC to greater than fifty percent (50%) of the total. However, at least one member of the JAC must be a management official. Representatives are generally expected to serve on the JAC for the fiscal year.
2. The Union will unilaterally select the bargaining unit employees serving on the JAC.
3. JAC Procedures:
 - a. Union representatives on 100% official time who serve on the JAC will do so on official time. Union representatives on 50% official time will serve on official time or duty time, depending on whether the JAC is scheduled to take place during their official time or during the part of their schedule when they are performing screening functions. Bargaining unit employees (who are not union representatives) serving on the JAC will do so on duty time. All other bargaining unit employees who are Union Representatives serving on the JAC may be approved for official time consistent with Article 6: Union Representatives and Official Time.
 - b. The JAC will evaluate awards and recognition nominations, including on-the-spot, special achievement awards, and time off awards for bargaining unit employees. The JAC will submit recommendations for such awards to the designated management official for final approval. All JAC members are responsible for assuring that recommendations for awards and recognition are based on merit and consistent with criteria set forth in TSA MD 1100.45-1, Awards and Recognition.
 - c. The required quorum for any JAC meeting is at least three members: two (2) bargaining unit employees and one (1) from management.
 - d. To ensure the JAC is prepared to execute its responsibilities under this Article, each JAC will prepare a charter, which will first be reviewed by the AFGE Local President and Federal Security Director or designee and then be signed by the JAC Co-Chairs, and the JAC 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

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a JAC member in a third-party proceeding (e.g., arbitration, EEO complaint) where such evidence or testimony is relevant or necessary to the adjudication of the case.

5. JAC members may not participate in or be present during the deliberation of an award recommendation for which they are nominated or for which there is a conflict of interest (e.g. nominations for relatives).
6. Management has the discretion to grant awards under this Article without conducting a formal nomination process. However, when management grants an award under this Article, the awardee(s) and the JAC Co-Chairs will be notified of the management official granting the award, the type of award, the monetary value of the award (if any), and a brief description of the basis for the award.

F. AWARDS AND RECOGNITION NOMINATION PROCEDURES:

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

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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 modified or rejected, the JAC may request a short explanation for the modification or rejection from the designated management official and submit a written request for reconsideration to the designated management official.

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ARTICLE 25: SELECTION PROCESS FOR SPECIAL ASSIGNMENTS

- A. **PURPOSE:** This Article contains responsibilities, eligibility requirements, and the selection process regarding special assignments for bargaining unit employees. For purposes of this Article, any deployment of security personnel for security-related duties and functions (e.g., ATLAS, VIPR) is excluded and not considered a special assignment.
- B. **DEFINITIONS:**
1. Area of Consideration: For the purposes of special assignments, the area of consideration may be restricted to:
 - a. All bargaining unit employees at specific airport(s)
 - b. Hub and Spoke(s) only: All airports and duty stations under the supervision of a single FSD
 - c. Workgroup(s) (e.g., STI, TSO, LTSO, ETSO, EMT)
 - d. If the above areas of consideration do not generate a sufficient number of volunteers, the area of consideration may be expanded.
 2. Entry on Duty Date (EOD): For the purposes of this Article, the date the bargaining unit employee began employment with TSA (in a position within the bargaining unit) as reflected by the effective date on the bargaining unit employee's *Notification of Personnel Action*, Standard Form 50 (SF-50).
 3. Position of Record: The TSA position, as documented on the bargaining unit employee's most recent Notification of Personnel Action (SF-50 or equivalent) and the current job/position description (TSA Job Analysis Tool), to which the bargaining unit employee is officially assigned. The position of record is defined by pay band, occupational category, job series, appointment type, and any other condition(s) that determined coverage under the TSA classification/pay system.
 4. Qualification Requirements: Specific work experience, certifications (e.g. passenger certifications, baggage certification, equipment certification), and requirements (e.g. license), as utilized or developed by TSA Human Capital, necessary for the special assignment.
 5. Seniority: For purposes of this Article, seniority is defined as the bargaining unit employee's EOD. If bargaining unit employees have identical EODs, the following tiebreakers will be used:
 - a. The Service Computation Date (SCD) will be used as the first tiebreaker.
 - b. Any ties remaining after the application of the above process will be resolved by a randomizer, such as www.random.org.
 6. Service Computation Date (SCD): The date, either actual or constructed by crediting

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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.

7. Special Assignment: A voluntary, temporary assignment of a bargaining unit employee to duties other than those of their position of record that is:
 - a. More than twenty percent (20%) of the bargaining unit employee's scheduled work hours; and for more than thirty (30) calendar days in duration.
 - b. Service on advisory councils/committees are not considered special assignments. Additionally, any deployment of security personnel for security-related duties and functions (*e.g.*, ATLAS, VIPR) is excluded and not considered a special assignment.

C. RESPONSIBILITIES:

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

D. ELIGIBILITY:

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

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action, are not eligible for special assignments.

- E. **PROCESS:** When management determines special assignments are necessary for meeting the temporary needs of TSA's work and/or programs, or for training or bargaining unit employee development purposes, management will select for such special assignments either by seniority or competitive selection consistent with this Article. Special assignments are for specific periods of time as set forth below.
1. Notification of Special Assignment: Prior to making a special assignment under this Article management will inform the bargaining unit employees through a special assignment announcement:
 - a. For the special assignments selected by seniority (i.e., the special assignments listed in Section E.3): Management will inform the bargaining unit employees of the area of consideration, the nature of the intended special assignment, the license(s), if applicable, as well as the special assignment's expected duration and end date. Such information shall be announced both electronically (e.g., via email) and on official bulletin boards, normally at least ten (10) calendar days prior to the expected start date.
 - b. Special assignments made by competitive selection will use the internal announcement in Section E.4. The internal announcement will be posted both electronically (e.g., via email) and on official bulletin boards, normally at least ten (10) calendar days prior to the expected start date.
 2. Seniority Selection Process: Management may use the seniority selection process to select for any special assignment. Management must use the seniority selection process for the special assignments listed in Section E.3. When using seniority selection:
 - a. Management will solicit volunteers, who must meet the requirements of Section E.1.a, and selection will be made in seniority order.
 - b. If too few bargaining unit employees volunteer who meet the requirements of Section E.1.a, the selection process will be in inverse seniority order.
 3. In accordance with Section E.2, management will use seniority for the following special assignments:
 - a. uniform room duties;
 - b. duties to assist the procurement officer;
 - c. supply and logistics duties (e.g., voluntarily abandoned property);
 - d. van driver and/or vehicle maintenance duties;
 - e. supply team duties; and
 - f. any other special assignment that does not require a specific skill(s) or skillset.
 4. Internal Announcement for Competitive Selection: The internal announcement must include the following information:

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- a. Opening and closing dates and times;
 - b. Area of consideration;
 - c. Description of duties;
 - d. Qualification Requirements: Specific work experience, certifications (e.g., passenger certification, baggage certification, equipment certification), and requirements (e.g. license), as utilized or developed by TSA Human Capital, necessary for the special assignment;
 - e. How and where to apply;
 - f. Point of contact information;
 - g. Equal Employment Opportunity statement;
 - h. Anticipated length of the special assignment;
 - i. Anticipated performance system applicable to the bargaining unit employee 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 and meet the requirements of Sections E.4.b and E.4.d prior to making a selection; or
 - b. Posting a special assignment and selecting the most senior bargaining unit employee who applied and meets the requirements of Sections E.4.b and E.4.d without interviewing.
6. While conducting the competitive or seniority selection process, management may assign a bargaining unit employee to the duties of an anticipated special assignment for up to thirty (30) calendar days.
7. Special assignments cannot create an ethical conflict in the supervisory chain.
8. Special assignments may be extended for periods of up to one (1) year for a total maximum of two (2) years in the special assignment.
9. Upon completion of a special assignment, a bargaining unit employee may not be selected for any additional special assignments for at least twelve (12) months, unless no other bargaining unit employee applies who meets the requirements of Sections E.4.b and E.4.d of this Article.
10. The Parties understand that for purposes of this section, special assignments of a higher 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

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employees for less than thirty (30) calendar days solely to avoid a temporary promotion. The bargaining unit employee will receive all benefits associated with the temporary promotion beginning on the first day of the effective date of the temporary promotion.

11. Cessation of Special Assignments:

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

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ARTICLE 26: INTERVIEWS IN CONNECTION WITH AN EXAMINATION BY AN AGENCY REPRESENTATIVE

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 and examinations.

B. **GENERAL PRINCIPLES:**

1. Absent extenuating circumstances, interviews that are “administrative in nature” will be conducted at the employee’s worksite. Interviews that are criminal in nature will be held at a location determined by the Agency.
2. If the interview is audio- or video-tape recorded and is used as material relied upon for any disciplinary or adverse action, TSA will provide a copy of the recording to the affected employee and/or their designated representative. In cases where a copy cannot be provided, the employee will be provided an opportunity to review the material.
3. The Parties understand that the Agency may request employees to take polygraph tests. However, bargaining unit employees will not be required to submit to a polygraph test.
4. In some circumstances, a written statement may be used as a substitute for an oral interview in connection with an investigation. Generally, when the Agency requests or requires these types of written statements, the employee will be given a reasonable amount of time to provide a statement.
5. Agency representatives, Union representatives, and bargaining unit employees will act in accordance with TSA policy when conducting and/or participating in investigative and administrative interviews.
6. [Blank] The Parties did not reach agreement on this provision.
7. Except in limited circumstances described in this Article, bargaining unit employees must cooperate fully with all investigations and inquiries, including but not limited to inquiries initiated by and/or conducted by supervisors and management officials.

C. **NOTICE OF INTERVIEWS:**

1. [Blank] The Parties did not reach agreement on this provision.
2. [Blank] The Parties did not reach agreement on this provision.

D. **PRELIMINARY INVESTIGATIONS:**

1. The Parties understand that the Agency may investigate an incident or situation when determining whether to issue discipline and will do so in a timely manner.

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2. Disciplinary investigations will be conducted fairly, impartially, and in a timely manner. Relevant information obtained during the course of the investigation will be documented.
3. An employee who is a subject of an investigation may notify the fact-finder of any potential witnesses that the employee believes should be interviewed by the Agency. The fact-finder will determine if the potential witnesses are relevant to the investigation. If the witness is relevant, then they will be interviewed.

E. *WEINGARTEN RIGHTS*:

1. As the exclusive representative, the Union will be given the opportunity to be present at any examination of a bargaining unit employee by a TSA representative in connection with an investigation if the bargaining unit employee:
 - a. reasonably believes that the examination may result in disciplinary action against the bargaining unit employee; and
 - b. requests representation.
2. [Blank] The Parties did not reach agreement on this provision.
3. Normally, a bargaining unit employee who is a witness in an investigation/inquiry is not entitled to union representation. However, a bargaining unit employee who is requested or directed to give information as a witness will be entitled to representation upon request if they reasonably believe that the examination may result in discipline against the witness.
4. In addition to this Article, TSA MD 1100.63-4, *Union Representation During Examination*, contains the policy and procedures concerning this Union right. In the event of a conflict, the provisions of this Article shall govern.
5. A bargaining unit employee has the right only to a union representative (not a personal representative) at any interview in connection with an examination of that bargaining unit employee by a representative of the Agency if they reasonably believe that the examination may result in disciplinary action against them and they request representation.
6. If the bargaining unit employee exercises their option to have union representation present, the bargaining unit employee will have a reasonable period of time to secure union representation.
7. The arrangements made to accommodate union representation pursuant to Section E.6 may not cause an unreasonable delay of the Agency's examination. The reasonableness of the delay will be assessed based on the individual circumstances of each case in consideration of TSA's mission.

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8. Where a representative of the Agency denies a bargaining unit employee's request to be represented by the Union during an interview, the bargaining unit employee will be provided with the reason for the denial in writing.
9. The Agency will inform bargaining unit employees of their rights to union representation under this Article twice per year.

F. RIGHT OF UNION REPRESENTATIVE:

1. When the bargaining unit employee being interviewed is accompanied by a Union representative, the Union representative may:
 - a. Actively participate;
 - b. Assist and consult with the affected bargaining unit employee;
 - c. Speak or otherwise participate on the record in a formal proceeding;
 - d. Seek clarification of questions and suggest other avenues of inquiry;
 - e. Elicit favorable facts from the bargaining unit employee;
 - f. Engage in private conferences outside the presence of the Agency representative during an investigatory examination if necessary to afford the Union representative the ability to effectively represent the bargaining unit employee and does not interfere with the integrity of the investigation;
 - g. Have confidential communications with the bargaining unit employee that occur during the course of representation (unless confidentiality has been waived or the Agency establishes an overriding need for the information, consistent with applicable case law); and
 - h. Suggest other employees who have knowledge of relevant facts.
2. The Union representative may not:
 - a. Interfere with the integrity of the investigation and/or the Agency's ability to achieve the legitimate objectives of the investigation; and
 - b. Be verbally abusive or interfere with the interview by interrupting the bargaining unit employee's answers.
3. The Union may have access to information that will allow the Union to become familiar with the bargaining unit employee's circumstances and to effectively assist the bargaining unit employee and participate in the interview. The Union's right to obtain relevant

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information for the interview is balanced against the interests of the Agency in investigating and disciplining misconduct.

G. TSA INVESTIGATIONS OFFICE (INV) WARNINGS: INV will provide appropriate warnings to the bargaining unit employee who is the subject of an examination that could result in criminal prosecution.

1. *Miranda*: When a bargaining unit employee who is the subject of a criminal investigation is interviewed in the custody of the Agency, the bargaining unit employee shall be given a statement of their U.S. Constitutional rights in writing on Form INVD-M (see Appendix B) prior to commencement of questioning. The Form shall be signed and dated, as appropriate, and a copy will be given to the bargaining unit employee.
2. *Garrity*: In a voluntary interview involving possible criminal matters, a bargaining unit employee will be advised in writing of their rights and the consequences of refusing to answer the questions posed on the grounds that the answers may tend to incriminate them. The notice shall be on Form INVD-G (see Appendix B). The Form shall also be signed and dated, as appropriate, and a copy will be given to the bargaining unit employee.
3. *Kalkines*: In an interview involving possible criminal matters, when the possibility of criminal prosecution of the bargaining unit employee has been removed, usually by a declination to prosecute by the Department of Justice, the bargaining unit employee is required to answer questions. This notice shall be on Form INVD-K (see Appendix B) which shall be signed and dated, as appropriate, and a copy will be given to the bargaining unit employee.
4. The Parties understand that the forms referenced in this Section are TSA agency forms that TSA may update (e.g., based on statutory changes or legal ruling and/or agency reorganizations). The Parties further agree that the content of the forms is not subject to any substantive contract negotiation, but may, depending on the nature of the Agency initiated change(s), be subject to other applicable bargaining.

H. ADDITIONAL ADVISEMENTS: In any interview where the bargaining unit employee is not the subject of a criminal investigation, or when a bargaining unit employee has been advised of their rights, the Agency representative may inform the bargaining unit employee that:

1. The bargaining unit employee must answer any questions and/or disclose any information known to them concerning the matter being investigated;
2. The bargaining unit employee's failure or refusal to answer such questions may result in disciplinary or adverse actions;
3. A false answer to any such question may result in disciplinary/adverse action and/or criminal prosecution, as appropriate;

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4. The bargaining unit employee may discuss the matters raised in the interview with the Union, but not with other employees, except as provided by applicable law, regulation or directive; and
 5. When a bargaining unit employee refuses to answer a question in accordance with this section, the Agency representative may remind the bargaining unit employee of their obligation to answer.
- I. **CONCLUSION OF INVESTIGATION:** If the investigation results in an administrative action or no action taken, the Agency will notify, in writing, the employee that was the subject of the investigation.
- J. **BACKGROUND INVESTIGATIONS:** The following procedures are applicable to any bargaining unit employee undergoing a background investigation:
1. Employees will be permitted a reasonable amount of duty time to complete the forms required for their respective background investigation. It is understood that some employees may need more time than others to complete the forms.
 2. When provided under Section J.1, duty time will be scheduled based on operational needs.
 3. When, in the rare circumstance, an employee needs to leave the worksite to physically obtain information/documentation to complete the background investigation that can only be physically obtained during their scheduled duty hours, management may approve an employee to leave the work site during duty time.
 4. Employees may request copies of their last set of previously completed forms similar to those that are now required. The employee's Background Investigation package will identify where to forward this request.
 5. Employees will receive the information to enable them to access and use the system for electronic submission, when applicable.
 6. Generally, investigators should advise all third parties they interview of the purpose of the Background Interview prior to asking any questions.
 7. Once the background investigation is complete, the agency will take necessary steps to timely notify the employee.

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ARTICLE 27: DISCIPLINARY AND ADVERSE ACTIONS

A. PURPOSE:

1. The purpose of this Article is to establish a process for the administration of Disciplinary/Adverse Actions. Actions based on unacceptable performance will be taken in accordance with Article 30: *Performance-Management Process*.
2. In addition to this Article, the Parties understand that TSA MD 1100.75-3, *Addressing Unacceptable Performance and Conduct*, and associated Handbook, and related TSA policy, provide the policy and procedures regarding disciplinary and adverse actions.

B. DEFINITIONS: For purposes of this Article, the following definitions apply:

1. Adverse Action: A suspension of more than 14 days, including an indefinite suspension, an involuntary demotion for conduct, or a removal.
2. Deciding Official: A management official with the authority to impose Disciplinary Action or Adverse Action.
3. Disciplinary Action: Actions consisting of a Letter of Reprimand to a suspension of 14 days or less.
4. Proposing Official: A management official with the authority to recommend a Disciplinary Action or Adverse Action.
5. SMART Agreement: An agreement in which the terms are Specific, Mutually acceptable, Appropriate, Realistic, and Time-based. SMART agreements can be used as an alternative to discipline or to hold in abeyance a decision to take a disciplinary or adverse action.

C. GENERAL:

1. The objective of discipline is to promote the efficiency of the service.
2. The Parties agree to the concept of progressive discipline, which is discipline designed primarily to correct or improve employee behavior (rather than punish) and guide decisions regarding discipline. A common pattern of progressive discipline is reprimand, short term suspension, long term suspension and removal. Any of these steps may be bypassed when the nature of the misconduct or the aggravating circumstances make a lesser form of discipline inappropriate. The Parties recognize that non-disciplinary corrective actions (such as Letters of Guidance/Direction and Letters of Counseling) may be sufficient to correct or improve certain employee behavior.
3. Disciplinary and/or Adverse Actions may be taken for just cause and only for reasons that will promote the efficiency of the service. Disciplinary and/or Adverse Actions should be administered fairly.

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4. Disciplinary and adverse actions must be supported by a preponderance of the evidence and must be consistent with all applicable laws, rules, regulations, policies, and provisions of this Agreement.
5. [Blank] The Parties did not reach agreement on this provision.

D. PROCEDURE:

1. Distinguishing Between Unacceptable Performance and Unacceptable Conduct: Where the conduct concerns the performance of a bargaining unit employee's duties, the Parties understand that TSA will consider whether the unacceptable behavior is performance-based or conduct-based. Actions based on performance will be taken in accordance with Article 30: *Performance Management Process* and TSA policy.
2. Letters of Reprimand (LORs):
 - a. LORs may be issued without formal advance notice or proposal.
 - b. The employee will be informed in writing of the conduct for which the employee is being reprimanded.
 - c. The employee will be informed in writing of the applicable grievance procedures as outlined in Article 28: *Grievance Processes*.
 - d. Within fourteen (14) calendar days of receipt of the LOR, the employee will have the ability to prepare and submit a concise statement of disagreement with the LOR. The Agency will consider the statement and, if appropriate, modify or withdraw the LOR. Nothing in this section shall negate an employee's right to grieve any matter.
 - e. Removal of LORs:
 - i. The employee will be informed in writing that the LOR may be removed from the employee's personnel file (including their eOPF) prior to the expiration period.
 - ii. Management may remove an LOR from a bargaining unit employee's personnel files (including their eOPF) at any time. If an employee requests removal of an LOR after 6 months, management may approve the employee's request and remove the LOR from the employee's personnel files (including their eOPF) if management determines the employee has demonstrated that they have corrected or resolved the behavior referenced in the LOR.
 - iii. [Blank] The Parties did not reach agreement on this provision.
 - iv. Once an LOR is removed from an employee's personnel files (including their eOPF) pursuant to this Section, it may be cited as documentation that the employee

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was on notice regarding the performance or conduct referenced in the letter.

3. Proposed Disciplinary (Not Including LORs) or Adverse Actions:

- a. The notice of proposed disciplinary or adverse action should be issued as soon as practicable after completion of the fact-finding inquiry. The Agency will make a good faith effort to avoid unnecessary delay in proposing disciplinary and adverse actions. The Parties understand that criminal investigations outside the control of the Agency may be prolonged.
- b. The employee will be informed in writing of each charge and specification(s).
- c. The employee will be informed in writing of the proposed penalty.
- d. The employee will be informed in writing of any aggravating or mitigating factors that were considered in determining the proposed penalty.
- e. The bargaining unit employee will have a reasonable amount of time, but not less than seven (7) days, to present an oral and/or written reply to the proposal. This time limit may be extended for good cause shown.
- f. A bargaining unit employee may be represented by an individual of their choosing consistent with TSA MD 1100.63-3, *Employee Representation*, in preparing and presenting any reply. If the employee elects to have a representative, the employee must provide the name of their representative to the Deciding Official in writing, and must provide written notice of any subsequent change in representation.
- g. The bargaining unit employee and/or the employee's designated representative, if any, will be provided a listing and copy of the materials relied upon with the proposed letter. In cases where it is not possible to provide a copy, the employee and/or designated representative, if any, will be provided an opportunity to review the material relied upon.
- h. The bargaining unit employee will be advised of the name of the Deciding Official and the individual the employee may contact to make arrangements for a reply or to ask any questions.
- i. [Blank] The Parties did not reach agreement on this provision.
- j. The employee will be informed of any change in duty status, if applicable.
- k. The Parties understand that bargaining unit employees will be allowed a reasonable amount of time of up to eight (8) hours of duty time as approved by management, to review the material relied upon, and to prepare and present their reply. Time will be granted on a case-by-case basis. If the matter for which duty time was requested and approved consumes less time than was approved, the bargaining unit employee must

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immediately report back to duty. Management may approve additional time on a case-by-case basis.

4. Decisions on Proposed Disciplinary (Not Including LORs) or Adverse Actions:

- a. If additional material is relied upon, the bargaining unit employee and/or the employee's designated representative, if any, will be provided a listing and copy of the additional materials and an opportunity to reply prior to a decision being issued. In cases where it is not possible to provide a copy, the employee and/or designated representative, if any, will be provided an opportunity to review the additional material relied upon.
- b. Decisions will be in writing.
- c. The employee will be informed in writing of the decision on each charge, including the basis for the decision on each sustained charge.
- d. The employee will be informed in writing of any considerations given to any relevant replies or supporting documents provided by the employee or their representative.
- e. If at least one charge is sustained, the employee will be informed in writing of the penalty determination including any relevant mitigating and aggravating factors considered, as appropriate.
- f. The employee will be informed in writing that the action will be maintained in the employee's eOPF.
- g. If the decision is unfavorable to the employee, the employee will be informed of the applicable grievance procedures and/or appeal rights as outlined in Article 28: *Grievance Processes*.

E. **UNFOUNDED ALLEGATIONS:**

1. No record of an allegation of misconduct determined to be unfounded will be placed in an employee's personnel files.
2. Where it has been ultimately determined through administrative action or applicable third party adjudication that a disciplinary or adverse action was unjustified or unwarranted, the Agency will take the required action(s) to correct and/or remove the action from the employee's personnel files (including their eOPF).

F. **LAST CHANCE AGREEMENTS AND OTHER ALTERNATIVES TO DISCIPLINE:**

1. Alternatives to discipline may benefit both the bargaining unit employee and the Agency. The objectives of alternatives to discipline include:

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- a. Improving communications and interpersonal working relationships between supervisors and employees;
 - b. Correcting behavioral problems;
 - c. Reducing the costs and delays inherent in traditional disciplinary actions; and
 - d. Minimizing contentiousness between the Parties.
2. Alternatives to discipline include, but are not limited to Last Chance Agreements, SMART Agreements, and Letters of Counseling. Alternatives to discipline may be applied where disciplinary or adverse action would otherwise be appropriate.
 3. The Parties understand the decision to offer an alternative to discipline is within the Agency's discretion and may be offered to the bargaining unit employee or their representative, at any stage of the disciplinary process.
 4. Last Chance Agreements and SMART Agreements must be in writing and provided to the bargaining unit employee. The decision to accept a Last Chance Agreement or SMART Agreement is within the employee's discretion and may be rejected.
 5. For Last Chance Agreements, the duration of the agreement generally should not exceed one (1) year.

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ARTICLE 28: GRIEVANCE PROCESSES

A. PURPOSE:

1. The purpose of this Article is to provide a fair and simple method for the expeditious processing of grievances filed by bargaining unit employees, the Union, or the Agency.
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 efforts to resolve grievances informally.
3. Employees and their representatives will be free from restraint, interference, coercion, discrimination, or reprisal, consistent with the December 30, 2022 Determination on Transportation Security Officers and Collective Bargaining (Determination) (which incorporates the provisions of Chapter 71 of Title 5 of the U.S. Code as set forth in the Determination) and this Article, in seeking adjustments of grievances.
4. All individuals involved in grievance procedures are expected to conduct themselves in a respectful manner.

B. COVERAGE AND SCOPE:

1. Consistent with this Article, a grievance means any complaint:
 - a. by an employee(s) concerning any matter relating to the employment of the employee(s);
 - b. by the Union concerning any matter relating to the employment of any employee(s); or
 - c. by an employee(s), the Union, or the Agency concerning:
 - i. the effect or interpretation, or a claim of breach of a collective bargaining agreement, or any national level memoranda of agreement and/or national level memoranda of understanding between the Parties consistent with the Determination, as well as any local agreements agreed to by the Parties consistent with the Determination, or the Determination;
 - ii. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
2. Only the Union or the Agency may file a grievance alleging:
 - a. failure to agree on ground rules;
 - b. failure to agree on terms of the collective bargaining agreement (including related memoranda of agreement/understanding and local supplemental agreements);

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- c. failure to bargain in good faith.
3. The Union may file a grievance on its own behalf or on behalf of one or more of its bargaining unit employees.
4. Grievances on the following matters are excluded from the scope of this procedure:
 - a. any claimed violation relating to prohibited political activities;
 - b. retirement, life insurance, or health insurance;
 - c. any examination, certification, or appointment;
 - d. [Blank] The Parties did not reach agreement on this provision.
 - e. the classification of any position which does not result in the reduction in pay band or pay of an employee;
 - f. decisions made by other agencies or third parties, such as courts, the Office of Personnel Management (OPM), or the Department of Labor's Office of Workers' Compensation Programs (OWCP);
 - g. any matter in which the affected bargaining unit employee has elected to appeal through a statutory, regulatory or similar processes, e.g., the EEOC (by filing a formal complaint), MSPB (by filing an appeal to the MSPB pursuant to the Memorandum of Agreement Between Transportation Security Administration and U.S. Merit Systems Protection Board, effective September 26, 2021) or Office of Special Counsel (OSC) (by filing a complaint with OSC);
 - h. adjudication of the results of personnel security investigations and suitability/fitness determinations;
 - i. oral and written counseling(s);
 - j. the content of performance discussions including progress reviews (e.g., quarterly and/or mid-year) under a TSA performance management system. However, the employee may file a grievance, as appropriate, that management failed to conduct the reviews as required by TSA policy or the collective bargaining agreement;
 - k. [Blank] The Parties did not reach agreement on this provision.
 - l. the content of performance elements, goals or standards;
 - m. notices proposing a disciplinary or adverse action;

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- n. [Blank] The Parties did not reach agreement on this provision.
- o. [Blank] The Parties did not reach agreement on this provision.
- p. failure to receive a performance or incentive award; unless evidence exists that the Agency failed to comply with the relevant policies and procedures;
- q. [Blank] The Parties did not reach agreement on this provision.
- r. [Blank] The Parties did not reach agreement on this provision.
- s. [Blank] The Parties did not reach agreement on this provision.
- t. [Blank] The Parties did not reach agreement on this provision.
- u. non-adoption of a suggestion or recommendation;
- v. [Blank] The Parties did not reach agreement on this provision.
- w. separation or termination of employment during the trial period;
- x. [Blank] The Parties did not reach agreement on this provision.
- y. [Blank] The Parties did not reach agreement on this provision.

C. EXCLUSIVITY:

1. Grievances may be initiated by any bargaining unit employee; the Union; or by the Agency.
2. This is the exclusive procedure available to bargaining unit employees and the Union for the resolution of grievances within its scope. Any separate administrative grievance procedure that TSA may have for non-bargaining unit employees is not available to bargaining unit employees.

D. REPRESENTATION:

1. Upon filing a grievance, a bargaining unit employee may elect to be self-represented or represented by a Union representative. Anyone the Union has designated in writing is the representative of the Union. The designated Union representative may be disqualified for a conflict of interest.
2. Substantially Similar or Group Grievances: Group grievances on behalf of two or more bargaining unit employees may be filed only by the Union.
 - a. In the case of a substantially similar grievance involving a group of employees, one employee's grievance may be selected by the Union for processing as the "lead

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- grievance” provided all relevant facts and circumstances are substantially similar. In such cases, all decisions on the “lead grievance” will be binding on the other grievance(s). Substantially similar grievances are those arising from a common set of circumstances which adversely affect the grievance in the same manner where all of the witnesses would be testifying to the same or substantially similar facts. The term “substantially similar” means facts which are sufficiently alike so that a reasonable person would conclude that application of the same rules to the facts in each grievance would result in the same conclusions with regard to the outcome of those grievances. The Union may consolidate grievances.
- b. When processing such a consolidated grievance or a grievance involving a group of employees, no more than three (3) employees, excluding the designated Union representative(s), covered by the grievance will be permitted to attend any meeting concerning the grievance.
3. The Union has the right to be present during any proceeding under this Article.
 - a. If the Union is not the designated representative, the Union Local President will be provided with:
 - i. a copy of the grievance filed by a bargaining unit employee on their own behalf within seven (7) days of when the Agency receives the grievance;
 - ii. reasonable advance notice – normally not less than two (2) days, excluding weekends and Federal holidays – of any covered proceeding under this Article, including the date, time and location; and
 - iii. a copy of the written grievance decision on the same day it is provided to the grievant if provided by email. If the grievance decision is provided by method other than by email, it will be provided to the Union by email within five (5) days of the date it is provided to the grievant.
 4. Where the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution will be made through the designated Union representative.
 5. The Union and the Agency agree that grievances should be settled promptly to maintain agency efficiency and bargaining unit employee morale. The Agency and the Union will make efforts to settle grievances at the lowest level with the Agency representative who has the authority to resolve the issue, as determined by the Agency.
 6. If requested by the Union, a denial of a request for information that is related to a grievance will be joined to that grievance. If the denial occurred before or during Step I, the request to join the denial to the grievance must be made in writing before a Step II decision is issued so that there can be a decision on the denial consistent with this Article prior to any arbitration.

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E. GRIEVABILITY:

1. Grievability issues must be raised, if at all, in writing and no later than the response to the Step II grievance.
2. For Section K grievances, allegations regarding grievability must be raised, if at all, in writing and prior to arbitration being invoked.

NOTE: This requirement concerns grievability and does not prevent the Agency from asserting that a particular proposal is outside the duty to bargain, as appropriate.

F. ELECTION OF NEGOTIATED GRIEVANCE PROCEDURE OR APPEAL/OTHER REVIEW:

1. The following actions may be filed either under the negotiated grievance procedure or a statutory, regulatory, or similar process, but not both:
 - a. Adverse Actions
 - b. Discrimination (5 U.S.C. § 2302(b)(1))
2. [Blank] The Parties did not reach agreement on this provision.
3. A bargaining unit employee shall be deemed to have exercised their option under this section when they timely initiate an action under the applicable statutory, regulatory, or similar process (e.g., an EEO formal complaint or an MSPB appeal pursuant to the Memorandum of Agreement between Transportation Security Administration and U.S. Merit Systems Protection Board, effective September 26, 2021) or file a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first.

NOTE: With regard to EEO matters, discussions between a bargaining unit employee and an EEO counselor will not preclude the employee from selecting the negotiated grievance procedure if the grievance is otherwise timely. A bargaining unit employee will be deemed to have exercised their forum option when they file a formal EEO complaint or when they file a timely grievance in writing under the negotiated grievance procedure, whichever occurs first. For purposes of an EEO matter, the time limit for filing a grievance will be extended by fifteen (15) days, beginning with the bargaining unit employee's receipt of a notice of the Right to File a Formal Discrimination Complaint.

G. MEDIATION:

1. Mediation is available at any time during the grievance process. Either party to the grievance may request mediation by email to ResolutionCenter@tsa.dhs.gov with a copy to the other party. The non-requesting party may decline to engage in mediation. If the matter at issue in the grievance is resolved through mediation, the grievance file will be closed. Any discussions or other communications, oral or written, involving the mediation

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may not be used in any step of the grievance procedure or in any subsequent arbitration unless the Parties agree otherwise.

2. Unless and until the non-requesting party agrees to engage in mediation, the grievance process will continue. If the non-requesting party agrees to engage in mediation, a representative of the Agency will inform the Parties in writing that the grievance process will be paused until mediation has concluded.

H. TIME LIMITS:

1. In computing the relevant time period, the first calendar day after the effective date of the action (e.g., the occurrence giving rise to the grievance; the receipt of the grievance; the date of the grievance meeting) is the first day of the time period.
2. 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 will be the next regular business day (Monday through Friday).
3. The Step II Official can have one (1) fifteen (15) day extension to complete the Step II decision if the Step II Official determines that such an extension is necessary. If the Step II Official needs to use this fifteen (15) day extension, they will notify the grieving party of the extension prior to the expiration of the initial timeframe. The Parties do not intend that this ability to extend the time frame for the Step II decision would be used by a Step II official for every grievance. All other time limits in this Article may be extended by written mutual consent of the Parties to the grievance.

I. FILING A GRIEVANCE (APPLIES TO ALL GRIEVANCES FILED UNDER THIS ARTICLE):

1. Grievances must be filed within thirty (30) days of when the affected party first became aware, or reasonably should have become aware, of the issue being grieved. Grievances alleging a continuing violation(s) must have had at least one (1) instance of the alleged violation(s) being grieved that the affected party first became aware, or reasonably should have become aware, within thirty (30) days of filing the grievance.
2. Grievances will be submitted by email to ResolutionCenter@tsa.dhs.gov or by fax to 703-603-4057. The grievance will either be submitted: (1) using the TSA Form 1115-1, *Grievance-Mediation Request*, or (2) in writing containing at a minimum:
 - a. a description of the action or decision being grieved, including the date on which the grieving party became aware of the action or decision;
 - b. the provision(s) of TSA policy that was allegedly violated, if applicable, and how;

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- c. the provision(s) of the Determination and/or collective bargaining agreement (including this Article) and national level memoranda of agreement and/or national level memoranda of understanding between the Union and the Agency, as well as local agreements agreed to by the Parties consistent with the Determination that were allegedly violated, if applicable, and how;
 - d. copy of action being grieved (if adverse/discipline/corrective action);
 - e. whether a grievance meeting is requested for Step I (or Step II for National Level and/or Agency grievances); and
 - f. the requested relief.
3. The grievant should also include supporting documentation which is in their possession at the time the grievance is filed, but this does not waive the grievant's ability to further supplement the grievance.
 4. A representative of the Agency will promptly forward grievances to the Step I Official or Step II Official, as appropriate.

J. PROCEDURES FOR ALL GRIEVANCES EXCEPT THOSE GRIEVANCES ALLEGING IMPASSE AND BAD FAITH BARGAINING (SECTION K):

1. All grievances covered by this Section (Section J) begin at Step I except that National Level grievances and Agency grievances (whether Local Level or National Level) begin at Step II.
 - a. National Level grievances are those filed by AFGE Council 100 in their capacity as national Union representatives or by TSA Headquarters.
 - b. Grievances on local issues that are filed by AFGE Council 100 members in their capacity as local Union representatives are not National Level Grievances.
2. Step I Process:
 - a. Within fifteen (15) days after receipt of the grievance, the Step I Official will hold a grievance meeting if one was requested.
 - b. The Step I Official will issue a written decision within fifteen (15) days after the grievance meeting or, if no grievance meeting is held, the Step I Official will issue the written decision within thirty (30) days after receiving the grievance. The decision will either grant, partially grant, or deny the relief sought and contain the Step I Official's rationale. The written decision also will identify the Step II Official.
 - c. If the grievant or the grievant's union representative (if any) wish to pursue the grievance, they will submit the grievance to the Step II Official within fifteen (15) days

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of the date of the Step I decision was delivered (Section J.2.b). This notification will include a copy of the grievance, a copy of the Step I decision, and whether a Step II grievance meeting is requested (collectively Step II Grievance Submission).

- d. If the Step I Official does not hold the grievance meeting (if requested) or issue the written decision in the time required, the grievant or the grievant's union representative (if any) can email ResolutionCenter@tsa.dhs.gov within fifteen (15) days of the date the required time period expired to advance the grievance to Step II.
- e. If the grievant or the grievant's union representative (if any) does not submit the grievance to the Step II Official consistent with the timeframe in Section J.1.d, the grievance will terminate and be closed.

3. Step II Process:

- a. Within twenty (20) days after receipt of the Step II Grievance Submission, the Step II Official will hold a grievance meeting if one was requested.
- b. The Step II Official will issue a written decision within fifteen (15) days after the grievance meeting or, if no grievance meeting is held, the Step II Official will issue the written decision within thirty-five (35) days after receiving the Step II grievance. The decision will either grant, partially grant, or deny the relief sought and contain the Step II Official's rationale. The written decision also will inform the grieving party that the Union, at its sole discretion, may invoke the grievance for arbitration within thirty (30) days after receipt of the Step II decision in accordance with Article 29: *Arbitration Processes*.
- c. Notice that the grievance is being invoked for arbitration will be sent to arbinfo@tsa.dhs.gov with a copy to the other party consistent with Section D of Article 29: *Arbitration Processes*. No form is required.
- d. If the Step II Official does not hold the grievance meeting (if requested) or issue the written decision in the time required, the Union (or the Agency, if it was an Agency-filed grievance), at its sole discretion, can email arbinfo@tsa.dhs.gov within fifteen (15) days of the date the required time period expired to advance the grievance to arbitration consistent with Section D of Article 29: *Arbitration Processes*.

4. Grievance Meetings:

- a. Grievance meetings held under Step I and/or Step II of this process generally will be held in-person if the grievant and the applicable Step Official share the same duty station, unless the Parties agree to conduct the meeting virtually. Where the grievant and the applicable Step Official do not share the same duty station, meetings may be held in-person, virtually, or telephonically. In these cases, the final decision will be made by the applicable Step Official holding the meeting, assessing the circumstances in consideration of TSA's mission.

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- b. The grievant may have both a Union representative and a Union-designated note taker at any grievance meeting. The note taker will not actively participate in the meeting. The note taker will be on official time if the note taker is a bargaining unit employee. The applicable Step Official holding the grievance meeting may also have a note taker. Note takers cannot have been involved in the matter being grieved, cannot actively participate in the meeting, and cannot serve as a witness or representative. The applicable Step Official holding the grievance meeting may have counsel present at the meeting if the grieving party and/or their Union representative is notified in advance of the meeting.

5. [Blank] The Parties did not reach agreement on this provision.

K. PROCEDURES FOR ALLEGING IMPASSE AND BAD FAITH BARGAINING:

1. The procedures contained in this section (Section K) apply to grievances alleging:
 - a. failure to agree on ground rules;
 - b. failure to agree on terms of the collective bargaining agreement, or any national level memoranda of agreement and/or national level memoranda of understanding between the Parties consistent with the Determination, as well as any local agreements agreed to by the Parties consistent with the Determination; and
 - c. failure to bargain in good faith.
2. If the Parties are unable to reach agreement during negotiations, notwithstanding their efforts to do so by direct negotiations and/or the assistance of the Federal Mediation and Conciliation Service (FMCS), one or both parties may file a grievance consistent with Section I declaring impasse. Either party may file a grievance alleging a failure to bargain in good faith at any time during negotiations.
3. The non-grieving party will have thirty (30) days from the date of receipt of the grievance to submit a written response to the grievance. The written response will be provided to the grievant and ResolutionCenter@tsa.dhs.gov.
4. The Parties will engage in mediation utilizing the services of the FMCS to assist the Parties in an attempt to resolve the matters at issue. To be able to proceed to arbitration, the Parties will engage in mediation after the grievance is filed, even if the Parties previously engaged in mediation during the subject negotiations.
5. At any time during the mediation, if either party, after good faith efforts, determines that further mediation will not be productive and the mediator agrees in writing, the matters remaining unresolved may be forwarded to arbitration consistent with Article 29: *Arbitration Processes*.

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L. EFFECTIVE DATE(S):

1. As of the effective date of this Article, all pending grievances will proceed consistent with the terms of this Article. The Parties agree that no grievance pending as of the effective date of this Article will be dismissed based on the application of any new applicable time frames of this Article and will proceed from its relative place in the grievance process.
2. For National Level grievances, this Article will be effective thirty (30) days after the effective date of the CBA. For all other grievances, this Article will be effective one hundred and twenty (120) days after the effective date of the CBA. The purpose of this time frame is to give both Parties sufficient time to prepare and train for the new grievance processes. Because the Parties could not fulfill this purpose during a lapse in appropriations, the effective date will be extended by the number of days for which there is a lapse in appropriations.

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ARTICLE 29: ARBITRATION PROCESSES

A. PURPOSE:

1. The purpose of this Article is to provide the arbitration processes for grievances consistent with the December 30, 2022 Determination on Transportation Security Officers and Collective Bargaining (Determination) (which incorporates the provisions of Chapter 71 of Title 5 of the U.S. Code as set forth in the Determination).

B. ELIGIBILITY:

1. Only grievances that have (1) exhausted the grievance process consistent with Article 28: *Grievance Processes*; and (2) are invoked for arbitration consistent with this Article are eligible for arbitration.

C. TIME LIMITS:

1. In computing the relevant time period, the first calendar day after the effective date of the action is the first day of the time period.
2. 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 will be the next regular business day (Monday through Friday).
3. All time limits in this Article may be extended only by written mutual consent of the Parties to the grievance.

D. ARBITRATION – PRELIMINARY PROCEDURES:

1. A grievance, if unresolved, may be invoked for arbitration as provided for in this Article.
2. Only the Union or the Agency may invoke a grievance for arbitration.
3. Notice that a party is invoking a grievance for arbitration will be in writing and submitted by email to arbinfo@tsa.dhs.gov or fax to 703-603-4057 with a copy to the non-invoking party within thirty (30) days after receipt of the Step II written decision under Section J, *Procedures for All Grievances Except those Grievances Alleging Impasse and Bad Faith Bargaining*, of Article 28: *Grievance Processes* or within thirty (30) days after either party determines and the mediator agrees that further mediation will not be productive under Section K, *Procedures for Alleging Impasse and Bad Faith Bargaining*, of Article 28: *Grievance Processes*. If the filing is mistakenly emailed to ResolutionCenter@tsa.dhs.gov within thirty (30) days after receipt of the Step II written decision or the mediator’s agreement, as described above, it will be accepted.

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- a. Consistent with Section J.3.d of Article 28: *Grievance Processes*, if the Step II Official does not hold the grievance meeting (if requested) or issue the written decision in the time required, the Union (or the Agency, if it as an Agency-filed grievance), at its sole discretion, can email arbinfo@tsa.dhs.gov within fifteen (15) days of the date the required time period expired to advance the grievance to arbitration. If the filing is mistakenly emailed to ResolutionCenter@tsa.dhs.gov within fifteen (15) days of the date the required time period expired to advance the grievance to arbitration, it will be accepted.
4. The notice will state whether the party is seeking STANDARD or EXPEDITED arbitration consistent with Section H of this Article.
5. National Union-Agency Grievances: National Union-Agency grievances alleging impasse and/or bad faith bargaining that are invoked for arbitration consistent with this Article will be heard by a three-member panel of arbitrators consistent with this Article unless the Parties otherwise mutually agree in writing to have the case heard by a single arbitrator. All other grievances will be heard by a single arbitrator unless the Parties otherwise mutually agree in writing to have the case heard by a three-member panel of arbitrators.
6. Arbitration of national level issues will be held in person unless otherwise mutually agreed to in writing by the Parties. All other arbitration hearings will be heard, and participants will attend, by virtual platform (e.g., Teams) unless otherwise mutually agreed to in writing by the Parties. The notice will state whether an in-person hearing is requested. If the hearing will be in-person, the Parties agree that it will normally take place at or near the duty station of the grievant. Witnesses located greater than fifty (50) miles from an in-person hearing may attend by virtual platform.

NOTE: Each party's representative has the right to appear virtually from the same location as their witnesses.

7. Either party may withdraw its own request for arbitration of a grievance at any time.
8. The Parties can settle a grievance at any time before the arbitrator(s) issues a decision.
9. All individuals involved in arbitration processes are expected to conduct themselves in a respectful manner.

E. METHOD OF SELECTING AN ARBITRATOR AND SCHEDULING A HEARING:

1. The Union and the Agency will maintain a national roster of at least thirty (30) arbitrators, mutually agreed to by the Parties, who have backgrounds in security and collective bargaining. The Parties will strive to maintain at least forty-five (45) arbitrators on the roster. The roster will include at least ten (10) arbitrators who additionally have Equal Employment Opportunity (EEO) backgrounds. The cost of obtaining lists of arbitrators from Federal Mediation and Conciliation Service (FMCS) to maintain the roster will be shared equally by the Parties. The roster of arbitrators will be reviewed annually by the

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Parties. An arbitrator may be removed from the roster unilaterally by either party during the term of this Agreement by providing written notice to the other party and to arbinfo@tsa.dhs.gov. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide cases already assigned. Eliminated arbitrators will be replaced by mutually agreed-upon arbitrators, subject to the same requirements as the initial members of the roster. The Parties will meet virtually or in person during the first quarter of the fiscal year to review and, by mutual agreement, expand the roster as needed.

2. Within fifteen (15) days of the date of submission of the notice of arbitration, the Parties will meet virtually or telephonically to jointly select an arbitrator(s) from a list of randomly selected arbitrators from the roster. One (1) random arbitrator and five (5) sequentially-numbered alternates will be used to select a single arbitrator and a total list of ten (10) arbitrators will be used to select a three-member panel. A party may object to a selected arbitrator(s). If a party objects to the first arbitrator(s) on the list, the Parties will move through the list to see if they mutually agree on an arbitrator(s). This process will continue until there is mutual agreement. Only arbitrators with experience in EEO laws will hear and decide matters involving allegations of EEO discrimination.
3. Upon selection of the arbitrator, the Parties will jointly communicate with the arbitrator and one another to select an agreeable date and location (consistent with the grieving party's election under Section D.4 of this Article) for the hearing.
4. When a grievance concerns a complaint of sexual harassment, the Parties will select an arbitrator with EEO experience and the hearing will be a closed forum upon request of a party.
5. When a grievance involves security procedures, the hearing will be a closed forum upon request of a party.

F. WITNESSES AND PARTIES:

1. If an arbitration hearing requires temporary duty (TDY) travel, the Agency will be responsible for appropriate travel and per diem costs incurred by the grievant (if the grievant is a TSA bargaining unit employee), the grievant's Union representative (if that Union representative is a TSA bargaining unit employee), and witnesses who are TSA bargaining unit employees with relevant testimony. If there is a dispute about whether a witness has relevant testimony, it will be determined by the arbitrator(s) at the pre-hearing conference call. This provision does not apply to non-bargaining unit employee representatives or participants. Travel time for the Agency bargaining unit employee(s) participation will be compensated consistent with applicable regulations, TSA policy and this Article.
2. The grievant(s) will be entitled to a Union representative.

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3. The Agency will ensure relevant witnesses employed by the Agency and who are in active duty status are available for the hearing. If there is a dispute about whether a witness has relevant testimony, it will be determined by the arbitrator(s) at the pre-hearing conference call. On sufficient advance notice from the Union, the Agency will adjust the TSA witness’s schedule to place them in a duty status during the relevant portion of the arbitration hearing.

G. ARBITRABILITY AND ARBITRATOR(S) AUTHORITY (APPLIES TO BOTH STANDARD AND EXPEDITED ARBITRATION PROCEDURES):

1. Grievability issues must have been raised and decided consistent with Article 28: *Grievance Processes*. However, any arbitrability issue(s) that arises after the conclusion of the grievance process and before arbitration can be raised to the arbitrator(s) consistent with this Article. If the arbitrability issue(s) is/are raised later than the Parties pre-hearing submission, the other party may request that the arbitrator postpone the hearing. Any additional costs by the arbitrator for postponement related to the arbitrability issue(s) raised following the pre-hearing submission will be borne by the party raising the arbitrability issue(s).
2. In Standard Arbitration cases, the arbitrator(s) must decide any and all issue(s) of grievability/arbitrability first prior to conducting any hearing on any issue(s) on the merits. This includes issues of negotiability being decided first. If the arbitrator(s) decides that an issue(s) is grievable/arbitrable, then the arbitrator(s) and Parties can proceed to holding a hearing on the merits of that issue(s). The arbitrator(s) may postpone the hearing on the merits to allow for sufficient time to decide any issue(s) of grievability/arbitrability.
3. In Expedited Arbitration cases, 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. There will be no separate hearing for grievability/arbitrability issues except by mutual consent.
4. The arbitrator(s)’s jurisdiction and authority will be confined to the grievance at issue between the Parties consistent with this Article. The arbitrator(s) does not have the authority to disregard, circumvent, or otherwise proceed in any matter inconsistent with any provisions of this Article.

H. TYPE OF ARBITRATION (I.E., STANDARD OR EXPEDITED) THAT WILL APPLY TO A GRIEVANCE:

<p align="center">Standard Arbitration: Grievances that must go to Standard Arbitration</p>	<p align="center">Expedited Arbitration: Grievances that must go to Expedited Arbitration (or Med/Arb consistent with this Article)*</p>	<p align="center">Choice of Either Standard Arbitration or Expedited Arbitration (or Med/Arb consistent with this Article)</p>
<ul style="list-style-type: none"> • National Grievances • Group grievances 	<ul style="list-style-type: none"> • Grievances involving letters of reprimand 	<ul style="list-style-type: none"> • Any grievance not listed in the Standard

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Standard Arbitration: Grievances that must go to Standard Arbitration	Expedited Arbitration: Grievances that must go to Expedited Arbitration (or Med/Arb consistent with this Article)*	Choice of Either Standard Arbitration or Expedited Arbitration (or Med/Arb consistent with this Article)
<ul style="list-style-type: none"> • Grievances involving EEO claims • Grievances involving prohibited personnel practices as set forth in TSA policy • Grievances involving a suspension of more than fourteen (14) days, including an indefinite suspension • Grievances involving an involuntary demotion for performance or conduct • Grievances involving a removal. 	<ul style="list-style-type: none"> • Grievances involving suspensions of up to seven (7) days 	<p>Arbitration or Expedited Arbitration columns</p>

* If the grievance also involves a topic that falls under the Standard Arbitration column, the grievance must go to Standard Arbitration.

I. STANDARD ARBITRATION PROCEDURE AND AUTHORITY OF ARBITRATOR(S):

1. The Standard Arbitration procedure will apply to all arbitrations except Expedited Arbitrations.
2. Pre-Arbitration Conference Call:
 - a. At least fifteen (15) days prior to the hearing, each Party will submit its pre-arbitration submission to the arbitrator(s) with a copy sent to the other Party. The pre-arbitration submission will include a proposed issue statement(s) and anticipated list of witnesses and exhibits that the Party intends to introduce at hearing. If the Parties agree to jointly introduce any issue statement(s), witness(es), or exhibit(s), the prehearing submission will identify them as jointly submitted.
 - b. After the pre-arbitration submission, but no later than ten (10) days prior to the hearing, the arbitrator(s) will schedule a pre-arbitration conference call (which will normally be telephonic or by video conference). The Parties may mutually agree to forego the pre-arbitration conference call.
 - c. If the Parties fail to agree on a joint issue(s), the arbitrator(s) will determine the issue(s) to be heard. The only issues that may be heard and decided at the hearing are those

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issues that were raised in the grievance consistent with this Article.

3. Each party will inform the other at least fifteen (15) days prior to the start of the arbitration hearing if it desires a transcript of the hearing. Costs associated with transcripts are covered by Section L.2 of this Article.
4. There will be no communication with the arbitrator(s) unless both Parties are present for or included in (as applicable) the communication.
5. Arbitration hearings are administrative in nature and not court proceedings. The arbitrator(s) will be the judge of the relevancy and materiality of the evidence offered, including witness testimony, and conformity to the legal rules of evidence will not be necessary. The arbitrator(s) may refer to the Federal Rules of Evidence as guidance, being mindful that representatives for the Parties may not be attorneys and may not have a legal background. The arbitrator(s) should only allow evidence and testimony into the record that is relevant, material, and non-repetitious.

For grievances concerning alleged violations of policy, the arbitrator(s) will consider whether there was a violation or misapplication of an employment-related policy and will issue an award consistent with Agency policy. For grievances concerning disciplinary actions and grievances concerning adverse actions, the arbitrator(s) may hear only material factual disputes and/or determine whether the Agency disciplinary action decision is supported by a preponderance of the evidence; that there is nexus between the alleged misconduct and the efficiency of the service; and that the imposed penalty is reasonable. The arbitrator(s) will adhere to TSA policy in effect at the time of the conduct underlying the disciplinary or adverse action. In reviewing the reasonableness of the penalty, arbitrators will consider the relevant penalty factors, which include the consistency of the penalty with the Agency's *Guidelines for Conduct-Based Discipline for Common Offenses (Table of Offenses and Penalties)*. A penalty that is reasonable will not be disturbed.

6. The arbitrator(s) has the authority to determine procedural matters concerning the hearing, consistent with this Article.
7. The arbitrator(s) has the authority to administer oaths, take testimony, rule on motions and requests for appearance of witnesses and production of records, request witnesses to participate in the hearing, and issue awards and order relief concerning the issue(s) heard consistent with this Article.
8. The Parties will be entitled to call and cross-examine witnesses before the arbitrator(s).
9. Post-hearing briefs, if any, will be submitted within thirty (30) days after the close of the hearing unless otherwise provided by the arbitrator(s) or mutual agreement of the Parties. Either party may waive, at its sole discretion, the right to file its post-hearing brief.
10. The arbitrator(s) will issue a written award 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

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mutually agree to extend this time limit. The award will be considered effective immediately on the date it is signed by the arbitrator(s), unless a different date is ascribed by the arbitrator(s). The arbitrator's(s') award will be final and binding subject to the Parties' right to file for review or an appeal (if applicable). The award will not be final and binding until the time to file a review has passed or the review has been resolved. The appropriate party will take the actions required by the final decision of the arbitrator(s) after it becomes final and binding, except as may otherwise be provided by the arbitrator's(s') decision.

11. The arbitrator(s) may retain jurisdiction over a case when necessary to enforce the award, clarify the award, and/or award attorney fees consistent with this Article and TSA policy.

J. EXPEDITED ARBITRATION PROCEDURE AND AUTHORITY OF ARBITRATOR:

1. Pre-Arbitration Conference Call:

- a. At least fifteen (15) days prior to the hearing, each Party will submit its pre-arbitration submission to the arbitrator(s) with a copy sent to the other Party. The pre-arbitration submission will include a proposed issue statement(s) and anticipated list of witnesses and exhibits that the Party intends to introduce at hearing. If the Parties agree to jointly introduce any issue statement(s), witness(es), or exhibit(s), the prehearing submission will identify them as jointly submitted.
 - b. After the pre-arbitration submission, but no later than ten (10) days prior to the hearing, the arbitrator(s) will schedule a pre-arbitration conference call (which will normally be telephonic or by video conference). The Parties may mutually agree to forego the pre-arbitration conference call.
 - c. If the Parties fail to agree on a joint issue(s), the arbitrator(s) will determine the issue(s) to be heard. The only issues that may be heard and decided at the hearing are those issues that were raised in the grievance consistent with this Article.
2. There will be no transcripts in an Expedited Arbitration proceeding.
 3. There will be no communication with the arbitrator unless both Parties are present for or included in (as applicable) the communication.
 4. Arbitration hearings are administrative in nature and not court proceedings. The arbitrator will be the judge of the relevancy and materiality of the evidence offered, including witness testimony, and conformity to the legal rules of evidence will not be necessary. The arbitrator(s) may refer to the Federal Rules of Evidence as guidance, being mindful that representatives for the Parties may not be attorneys and may not have a legal background. The arbitrator should only allow evidence and testimony into the record that is relevant, material, and non-repetitious.

For grievances concerning alleged violations of policy, the arbitrator will consider whether

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there was a violation or misapplication of an employment-related policy and will issue an award consistent with Agency policy. For grievances concerning disciplinary actions and grievances concerning adverse actions, the arbitrator may hear only material factual disputes and/or determine whether the Agency disciplinary action decision is supported by a preponderance of the evidence; that there is nexus between the alleged misconduct and the efficiency of the service; and that the imposed penalty is reasonable. The arbitrator will adhere to TSA policy in effect at the time of the conduct underlying the disciplinary or adverse action. In reviewing the reasonableness of the penalty, the arbitrator will consider the relevant penalty factors, which include the consistency of the penalty with the Agency's *Guidelines for Conduct-Based Discipline for Common Offenses (Table of Offenses and Penalties)*. A penalty that is reasonable will not be disturbed.

5. The hearing will be no longer than three (3) hours (ninety (90) minutes per side), unless extended by mutual agreement of the Parties. The arbitrator has the authority to determine other procedural matters concerning the hearing consistent with this Article.
6. The arbitrator has the authority to administer oaths, take testimony, rule on motions and requests for appearance of witnesses and production of records, request witnesses to participate in the hearing, and issue awards and order relief concerning the issue(s) heard.
7. The Parties will be entitled to call and cross-examine witnesses before the arbitrator.
8. The Parties will have the opportunity to provide closing arguments at the end of the hearing. There will be no post-hearing written submissions unless the Parties mutually agree otherwise.
9. The arbitrator will issue a written award no later than seven (7) days after the conclusion of the hearing, unless the Parties mutually agree to extend this time limit. The award will be considered effective immediately on the date it is signed by the arbitrator, unless a different date is ascribed by the arbitrator. The arbitrator's award will be final and binding subject to the Parties' right to file an appeal (if applicable). The appropriate party will take the actions required by the final decision of the arbitrator after it becomes final and binding, except as may otherwise be provided by the arbitrator's decision or resolution of any applicable appeal process.
10. The arbitrator may retain jurisdiction over a case when necessary to enforce the award, clarify the award, and/or award attorney fees consistent with this Article and TSA policy.
11. A grievance will be terminated two (2) years after its invocation if no hearing has taken place and the grievance was not addressed in a mediation/arbitration (med/arb) settlement conference consistent with Section J.12.
12. In February and August of each year, TSA and the AFGE Council 100 President or designee may enter into a mediation/arbitration (med/arb) settlement conference(s) with the assistance of an appropriately-qualified mediator/arbitrator from the Parties' roster to resolve (e.g., decide, settle) up to fifty (50) expedited arbitration cases in each med/arb

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settlement conference. Those expedited arbitration cases must either: (1) have been pending for at least one (1) year from invocation; or (2) concern a letter of reprimand, a sick leave restriction, or AWOLs totaling eight (8) hours or less. The Parties will determine the schedule for the settlement conference(s). The mediator/arbitrator will determine the procedures for the settlement conference and have the authority to resolve cases.

13. In establishing the procedures for the settlement conference, the mediator/arbitrator will abide by the following: the record developed during the internal process and written evidence exchanged by the Parties in advance of the settlement conference will be provided to the mediator/arbitrator; the Parties can make any relevant argument; the mediator/arbitrator will not hear witnesses or receive witness statements; and, there will be no requirement for pre- or post-hearing briefs.

K. REVIEW OF NATIONAL UNION-AGENCY ARBITRATION AWARDS:

1. The arbitrator(s) award will be final, except that either party may, consistent with this section, seek review of National Union-Agency arbitration awards (whether issued by a single arbitrator or panel of arbitrators) by a panel of three (3) arbitrators.
2. Within thirty (30) calendar days after the award is issued, either party may file for review of the award in writing to arbinfo@tsa.dhs.gov with a simultaneous copy to the other party. The filing must include: (a) a statement of the grounds on which review is requested; (b) arguments in support of the stated grounds, including specific references to the record, citations of authorities, and any other relevant documentation (including of any documents referenced in the arguments); and (c) a copy of the award. If the filing is mistakenly emailed to ResolutionCenter@tsa.dhs.gov within thirty (30) calendar days after the award is issued and satisfies the requirements of this section, it will be accepted.
3. Either party may request mediation by emailing arbinfo@tsa.dhs.gov with a contemporaneous copy to the other party. The non-requesting party may decline to engage in mediation.
4. The non-filing party can file an opposition to the filing for review in writing to arbinfo@tsa.dhs.gov with a simultaneous copy to the other party within thirty (30) days of the date of the filing for review. The opposition should address any assertions made in the filing for review that the non-filing party disputes. This includes but is not limited to any assertions that any evidence, factual assertions, arguments (including affirmative defenses), requested remedies, or challenges to an awarded remedy were raised before the panel or arbitrator. The opposition should also include copies of any documents upon which the opposition relies.
5. The panel's review will be based on the written submission of the Parties. If the panel needs to clarify the record or otherwise needs additional information, the panel may direct a Party or the Parties to provide such information. There will be no communication with the panel unless both Parties are present for or included in (as applicable) the communication.

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- a. If a party provides further information pursuant to the panel's request, the panel will provide the other party an opportunity to respond.
6. Except as otherwise provided for in this section, the panel will determine all timeframes.
7. The panel will review the arbitration award to determine if the award is deficient because:
 - a. it is contrary to any applicable law, rule or regulation or for reasons of national security; or
 - b. on grounds such as bias on the part of the arbitrator, the arbitrator exceeded their authority, the award is based on a non-fact, the award fails to draw its essence from the parties' collective bargaining agreement; or
 - c. the award violates TSA policy and/or is inconsistent with the terms of the Determination, the collective bargaining agreement, this Article, and/or other national level memoranda of agreement and/or national level memoranda of understanding between the Parties consistent with the Determination, as well as any local agreements agreed to by the Parties consistent with the Determination.
8. A filing for review may not rely on any evidence, factual assertions, arguments (including affirmative defenses), requested remedies, or challenges to an awarded remedy that could have been, but were not, presented to the arbitrator or panel.
9. If the award is deficient, the panel may take such action and make such recommendations concerning the award as the panel considers necessary, consistent with applicable laws, rules, or regulations and this Article.

L. COSTS OF ARBITRATION:

1. Except as provided for by this Article, the Parties agree to share equally the cost of the arbitrator fees and expenses.
2. The cost of a reporter or transcript, if used, will 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 court reporting services, and will bear all costs incurred. Absent the use of a court reporter, the Parties agree that the hearing may not otherwise be recorded by the Parties.
3. If a party requests postponement, that party will bear the full cost of any rescheduling fees or postponement fees, unless otherwise mutually agreed to by the Parties or the postponement is covered by Section G.1 of this Article. If the Parties settle the matter, any resulting cancellation fees will be shared equally by the Parties, unless otherwise mutually agreed to by the Parties.

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4. Should either party refuse to participate in arbitration, the other party may present the case to the assigned arbitrator(s) who can issue a decision consistent with this Article. The Parties will equally share the cost of arbitrator fees and expenses.

M. ARBITRATOR AWARDS (INCLUDING ATTORNEY FEES CONSISTENT WITH THIS ARTICLE):

1. Arbitrator awards, including attorney fees, will be consistent with this Article, applicable law, and TSA policy. In the event of a conflict, the terms of this Article shall govern.
2. Reasonable attorney fees will be available consistent with TSA policy where: (1) the employee is the prevailing party; (2) the award of attorney fees is warranted in the interest of justice; (3) the amount of fees are reasonable; and (4) the fees are incurred by the employee. The grievant is the prevailing party if they prevailed on any significant issue that achieved some of the benefit sought in the grievance at the time of judgment. Attorney fees will be calculated by the number of reasonable hours expended on the prevailing issue(s) multiplied by an appropriate community prevailing market hourly rate. The amount of the fees awarded will be determined by the arbitrator upon the submission of the requested fees and supporting documentation and the TSA's response to the request for fees. The supporting documentation will include the requester's hourly rate and justification for the rate, number of hours worked and justification for the hours, and a description of the work performed, including a justification for the work performed. TSA will have the ability to respond to the request.

N. EFFECTIVE DATE:

1. For National Level arbitrations, this Article will be effective thirty (30) days after the effective date of the CBA. For all other arbitrations, this Article will be effective one hundred and twenty (120) days after the effective date of the CBA. The Memorandum of Agreement on Dispute Resolution Process for Adverse Actions, Disciplinary Actions, and Other Covered Disputes, dated July 12, 2012 is rescinded effective one hundred and twenty (120) days after the effective date of the CBA. Because the Parties could not fulfill this purpose during a lapse in appropriations, the effective date will be extended by the number of days for which there is a lapse in appropriations.

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ARTICLE 30: PERFORMANCE MANAGEMENT PROCESS

A. PURPOSE:

1. This Article establishes the performance management process for bargaining unit employees.
2. In addition to this Article, the Parties understand that TSA MD 1100.43-4, *Transportation Officer Performance System*, and the associated Handbook provide TSA policy and procedures for the TSA Transportation Officer Performance System. In the event of a conflict, the provisions of this Article shall govern.
3. The performance management system is called the “Transportation Officer Performance System” (TOPS).

B. DEFINITIONS:

1. Critical Element: A work assignment or responsibility of such importance that unacceptable performance in the element results in a determination that an employee’s overall performance would be at the “Does Not Meet Standards” (or equivalent) level.
2. Performance Appraisal Period: The period of time established for reviewing bargaining unit employee performance (generally October 1 to September 30). The Performance Appraisal Period may be extended for up to ninety (90) days when warranted as set forth in the Handbook to TSA MD 1100.43-4, *Transportation Officer Performance System*.
3. Performance Plan: A written plan that describes the performance expectations (e.g., performance goals, core competencies, and associated performance standards) that are to be met by the bargaining unit employee during the Performance Appraisal Period.
4. Performance Planning Meeting: A mandatory meeting generally conducted at the beginning of the Performance Appraisal Period between a Rating Official and a bargaining unit employee to discuss all elements of the bargaining unit employee’s Performance Plan.
5. Progress Review: A formal, documented discussion between a bargaining unit employee and their 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.
6. Rating of Record: The overall performance level rating (“Meets Standards” or “Does Not Meet Standards” (or equivalent)) which is prepared at the end of the Performance Appraisal Period by the Rating Official that evaluates an employee’s performance of assigned duties and responsibilities against established Performance Plan

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requirements over the applicable Performance Appraisal Period.

7. Rating Official: The designated supervisory official with authority to observe and evaluate a bargaining unit employee's performance and prepare the employee's Mid-Cycle Progress Reviews, Progress Reviews (when appropriate), and the Rating of Record.
8. Self-Assessment: A bargaining unit employee's voluntary written review of their performance of assigned duties and responsibilities, as applied to their established Performance Plan requirements.

C. GENERAL PRINCIPLES:

1. When evaluating performance, management will not hold bargaining unit employees accountable for factors which may affect their performance level or Rating of Record that are beyond the control of the bargaining unit employee.
2. A bargaining unit employee is responsible for promptly notifying Rating Officials about factors that interfere with their ability to perform their duties at the level of performance required by the Performance Plan.
3. Approved leave will not negatively impact a bargaining unit employee's performance level or Rating of Record.
4. At the beginning of the Performance Appraisal Period, management will establish and communicate performance standards and expectations that are related to the bargaining unit employee's position and duties. The Parties understand that performance standards should be specific, measurable, achievable, realistic, and time-bound.
5. Bargaining unit employee competencies and goals will be relevant and have a nexus to the bargaining unit employee's position and duties.
6. Upon request, a bargaining unit employee will be given a copy of performance related documentation, including signed documentation, for the current Performance Appraisal Period.

D. RATING OFFICIALS:

1. Each bargaining unit employee is assigned a Rating Official who will evaluate their performance.
2. A bargaining unit employee's Rating Official may change during the Performance Appraisal Period as a result of their work schedule, and/or other factors (e.g., promotion, transfer). A bargaining unit employee will be promptly notified of any changes to their Rating Official.

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3. Bargaining unit employees who are not officially assigned to an acting supervisory position, in accordance with TSA MD 1100.30-1, *Temporary Internal Assignments*, and associated Handbook, are prohibited from serving as Rating Officials and assigning performance levels or Ratings of Record to other bargaining unit employees in TOPS covered positions.

E. PERFORMANCE PLANNING:

1. The Performance Planning Meeting must be completed within 30 calendar days of:
 - a. The beginning of the Performance Appraisal Period;
 - b. The beginning of a temporary internal assignment (detail) or temporary promotion that is expected to last more than ninety (90) days;
 - c. A bargaining unit employee's change to a new position title including promotion, demotion, or reassignment; or
 - d. A bargaining unit employee's completion of the locally delivered TSO Phase 1 basic training, including associated on-the-job training (OJT) and examinations.
2. The Rating Official will ensure that the signed and dated Performance Plan is maintained in the bargaining unit employee's performance file.
3. 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. A change in the Rating Official;
 - b. When assigned to Special Assignment;
 - c. When a bargaining unit employee returns from an extended absence of ninety (90) calendar days or more.
4. When a bargaining unit employee remains in their current position under the same performance standards but experiences a change in Rating Official, a new Rating Official will be assigned within thirty (30) calendar 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.

F. INFORMAL DISCUSSIONS:

1. Informal discussions are a standard part of supervision and should occur as needed throughout the Performance Appraisal Period.

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2. Informal discussions may be initiated by the supervisor, Rating Official (if not the supervisor), or the bargaining unit employee.
3. Discussions will provide the bargaining unit employee with the opportunity to seek further guidance and understanding of their work performance and participate in their performance improvement.
4. Bargaining unit employees will take ownership and proactively engage with their Rating Officials in these discussions to anticipate, identify, and obtain support on work issues that will help them successfully perform their work.
5. The Rating Official will hold informal discussions, when needed as determined by the Rating Official, with bargaining unit employees to review and discuss performance.
6. If a bargaining unit employee requests a discussion with their Rating Official to discuss their performance, it will be conducted as soon as practicable. Discussions may be held one-on-one or with a supervisor and Rating Official. Discussions may be documented via supervisory notes of a Progress Review, depending on the format of the discussion.

G. PROGRESS REVIEWS:

1. The Rating Official will monitor the bargaining unit employee's performance throughout the Performance Appraisal Period and communicate with the bargaining unit employee about their performance. Progress Reviews will outline measures to recognize high-level performance, improve performance that is otherwise acceptable, and correct any performance deficiencies. Progress Reviews will be performed in a timely manner and may take place at any time during the Performance Appraisal Period.
2. Required Mid-Cycle Progress Review: A mandatory Mid-Cycle Progress Review is conducted at approximately the mid-point of the Performance Appraisal Period. During the Mid-Cycle Progress 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 Appraisal Period. The bargaining unit employee will be provided a performance level indicator reflecting the bargaining unit employee's performance to date based on the elements of their Performance Plan. Both the bargaining unit employee and the Rating Official will sign and date the applicable Mid-Cycle Progress Review documents or TSA-approved electronic version.
3. A Progress Review must be conducted when a bargaining unit employee's performance falls below the "Meets Standards" (or equivalent) level.
4. Progress Reviews also are required when there are ninety (90) or more days left in the current Performance Appraisal Period, and:

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- a. The bargaining unit employee has a permanent change in position (i.e. reassignment, promotion, or reduction in pay band) that has different performance standards from their original position, and the bargaining unit employee has been under the previous performance standards for a minimum of ninety (90) days before the effective date of the change in position; or
 - b. The Rating Official's evaluation of a bargaining unit employee ends prior to the end of the Performance Appraisal Period, and the bargaining unit employee has performed on a Performance Plan for a minimum of ninety (90) days. The losing Rating Official will issue a Progress Review that will be factored into the gaining Rating Official's evaluation of the bargaining unit employee to ensure an accurate and complete review of the bargaining unit employee at the end of the Performance Appraisal Period; or
 - c. The bargaining unit employee completes a detail or temporary promotion, different from the bargaining unit employee's original position of record, and the bargaining unit employee has been under a Performance Plan with performance standards specific to the detail or temporary promotion for at least ninety (90) days before returning to their original position.
5. Progress Reviews also may be conducted when the Rating Official notices a marked improvement in performance.
 6. Documentation of Progress Reviews: The Rating Official will document Progress Reviews, including any additional Progress Reviews held when the rating is at or below "Meets Standards" (or equivalent), reflecting that a discussion took place on the bargaining unit employee's performance summarizing the review. The Rating Official will provide the bargaining unit employee with a copy of or access to the documentation generally within five (5) business days of the discussion. The Rating Official will ensure that the signed and dated applicable Progress Review documents are maintained in the bargaining unit employee's performance file.

H. ACTIONS AFFECTING THE PERFORMANCE MANAGEMENT PROCESS:

1. Temporary Changes in Position (Temporary Internal Assignment):
 - a. A bargaining unit employee who is expected to be on a temporary internal assignment (i.e., detail) or temporary promotion for more than ninety (90) days that has different performance standards may be placed on an applicable Performance Plan by the supervisor of the detail or temporary promotion, if the supervisor is different from the bargaining unit employee's Rating Official.
 - b. If a bargaining unit employee is placed on a new Performance Plan for a temporary internal assignment or temporary promotion, the new plan will be provided to, and

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discussed with, a bargaining unit employee within thirty (30) calendar days after the start of the temporary internal assignment or temporary promotion.

2. Permanent Changes in Position (Reassignment/Promotion/Reduction in Pay Band):
 - a. A new Performance Plan will be provided to, and discussed with, a bargaining unit employee within thirty (30) calendar days after a 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 performance standards for at least ninety (90) days will be rated based on performance under the new performance standards. A bargaining unit employee who is under the new performance standards for less than ninety (90) days will be rated based on their performance standards and performance in their prior position.
3. Bargaining unit employees who are on extended absences but performed under a performance plan for at least ninety (90) days will be rated consistent with TSA MD 1100.43-4, *Transportation Officer Performance System*, and the associated Handbook.
4. Presumed Ratings:
 - a. Bargaining unit employees who have not performed under a Performance Plan for at least ninety (90) days due to absence associated with military duty, official time related to union representation, and/or a work-related injury (whether in a paid, unpaid, or combination leave status) will be presumed to have attained the same performance level they earned in the most recent Rating of Record which was not presumed.
 - i. Presumed ratings for official time service are addressed in Article 6: *Union Representatives and Official Time*, Section A.3.b.
 - b. Bargaining unit employees who have not performed at least 90 days during the Performance Appraisal Period and are not covered under Section H.4.a above, will not receive a presumed rating. Bargaining unit employees will receive a performance rating consistent with TSA MD 1100.43-4, *Transportation Officer Performance System*, and the associated Handbook.

I. ANNUAL APPRAISAL:

1. Each bargaining unit employee who has performed on a Performance Plan for a minimum of ninety (90) days during the Performance Appraisal Period will receive an Annual Appraisal, which consists of:

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- a. A performance level Rating for each performance goal and core competency established on their Performance Plan; and
 - b. A Rating of Record.
2. The Rating Official generally will conduct the Annual Appraisal meeting within thirty (30) calendar days of the end of the Performance Appraisal Period.
 3. Rating Officials may perform all of the steps in the Annual Appraisal process when there are fewer than ninety (90) days remaining in the Performance Appraisal Period, when warranted by special circumstances (e.g., the bargaining unit employee has a permanent change in position, transfers from one airport to another, or completes a detail or temporary promotion).
 4. Both the Rating Official and the bargaining unit employee will sign and date the Annual Appraisal. A copy will be provided to the bargaining unit employee.

J. SELF-ASSESSMENTS:

1. Bargaining unit employees are encouraged to complete Self-Assessments of their performance of assigned duties and responsibilities as measured against their Performance Plan at any time during the Performance Appraisal Period, including but not limited to for Progress Reviews and prior to the Annual Appraisal.
2. Completion of a Self-Assessment is voluntary on the part of the bargaining unit employee, and Rating Officials will not require a bargaining unit employee to complete a Self-Assessment or provide information regarding their performance.
3. Bargaining unit employees may complete their Self-Assessments on TSA Form 1106C, *Employee Self-Assessment (Performance Management)*, or in any other format the bargaining unit employee wishes.

K. DOCUMENTATION:

1. Performance appraisal forms, documents, and supporting documentation will be maintained in the bargaining unit employee's performance file.
2. Bargaining unit employees may provide information and/or documentation at any time to the Rating Official, to inform the Mid-Cycle Progress Review, annual appraisal, or other performance-based meeting.
3. Upon request, a bargaining unit employee will be provided timely access to their performance file.

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4. When a bargaining unit employee transfers from one TSA office or airport to another, the bargaining unit employee's performance file will be forwarded by the "losing" location to the "gaining" TSA office or airport.

L. IMPROVING PERFORMANCE:

1. The objective of the performance improvement process is to improve the bargaining unit employee's performance to achieve the performance level of "Meets Standards" (or equivalent).
2. This process does not address misconduct.
3. Performance deficiencies should be addressed as soon as they become evident. Many deficiencies may be addressed through informal interactions between the bargaining unit employee and Rating Official.
4. A Performance Improvement Plan (PIP) is designed to assist bargaining unit employees to achieve a "Meets Standards" (or equivalent) level of performance. A PIP may be issued at any time during the Performance Appraisal Period when the bargaining unit employee's performance falls below the level of "Meets Standards" (or equivalent).
5. 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 Rating Official will sign and date the PIP, indicating that the bargaining unit employee has received a copy.
6. 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); and

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- f. A warning of the possible consequences of unimproved performance.
7. For a bargaining unit employee on a PIP, the Rating Official will:
 - a. Keep the bargaining unit employee informed of their progress by means of written and oral counseling;
 - b. Review the bargaining unit employee's performance during the PIP and meet with the bargaining unit employee as set forth in the PIP;
 - c. Review the bargaining unit employee's performance at the end of the PIP period. The Rating Official will make the determination of whether or not the bargaining unit employee satisfied the requirements of the PIP and improved their performance to the performance level of "Meets Standards" (or equivalent).
8. The Parties understand that the Rating Official, at the end of the PIP period, will determine to close out the PIP as successful or unsuccessful or extend the PIP. The Rating Official will provide written notification to the bargaining unit employee of whether the PIP was closed out or extended at the end of the PIP period.

M. PERFORMANCE-BASED ACTIONS:

1. If the employee does not improve to the "Meets Standards" (or equivalent) level, the Parties understand that the Agency may extend the PIP, initiate a reassignment, demotion, or removal, as deemed appropriate by management.
2. If a demotion or removal is proposed as a performance-based action, the following apply:
 - a. The notice of proposed action should be issued as soon as practicable after the PIP has been closed out as unsuccessful.
 - b. [Blank] The Parties did not reach agreement on this provision.
 - c. The bargaining unit employee can present an oral and/or written reply to the proposal within seven (7) calendar days. This time limit may be extended for good cause shown.
 - d. A bargaining unit employee may be represented by an individual of their choosing consistent with TSA MD 1100.63-3, *Employee Representation*, in preparing and presenting any reply.
 - e. The bargaining unit employee will be provided a copy of the material relied upon with the proposal letter.

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- f. The bargaining unit employee will be advised of the name of the Deciding Official and the individual the employee may contact to make arrangements for a reply or to ask any questions.
 - g. Action will not be taken until after any timely reply is received and considered; or, if no reply is received, after the reply period expires.
 - h. [Blank] The Parties did not reach agreement on this provision.
3. Decisions on proposed demotions or removals as performance-based actions:
- a. After considering the employee's response (if provided), the Agency will issue a written decision. The decision will comply with the requirements of TSA policy and this Agreement.
 - b. If the decision is unfavorable to the employee, the employee will be informed of the applicable grievance procedures and/or appeal rights as outlined in Article 28: *Grievance Processes*.

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ARTICLE 31: WORK-RELATED INJURIES AND ILLNESSES

- A. **PURPOSE:** This Article addresses work-related injuries and illnesses.
- B. When a bargaining unit employee reports a possible work-related injury as a result of their performance of duties, management will:
1. Arrange for immediate medical care, if required, and transportation assistance, if necessary, for the bargaining unit employee.
 2. Complete the applicable portions of Form CA-1, *Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation*.
- Note: When documenting a possible work-related illness (i.e. occupational disease) management will complete the applicable portions of Form CA-2, *Notice of Occupational Disease and Claim for Compensation*.
3. 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.
 4. Within seven (7) calendar days of a bargaining unit employee reporting a possible work-related injury, the bargaining unit employee will be provided a copy of the Federal Employees' Compensation Act (FECA) Rights and Responsibilities Acknowledgment Form, which advises employees on how to file a CA-1 Form and request Continuation of Pay (COP).
 5. Provide the bargaining unit employee with the opportunity to provide TSA with an alternate email address to receive communication from management while incapacitated for duty as a result of a work-related injury.
- C. A bargaining unit employee may (but is not required to) use annual and sick leave in lieu of COP as described in TSA MD 1100.00-6, *Workers' Compensation Program*, effective July 2, 2009 unless otherwise superseded by law or regulation. Eligibility for COP is governed by the FECA 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.
- D. TSA shall offer limited duty assignments to bargaining unit employees who have approved Department of Labor (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.

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- E. 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.
- F. Information on forms, rights, and procedures related to workers' compensation will be maintained on TSA's intranet. TSA will provide to bargaining unit employees an annual reminder on access to these policies and procedures.
- G. 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.

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ARTICLE 32: FITNESS FOR DUTY

- A. **PURPOSE:** This Article, along with TSA MD 1100.33-2, *Management-Initiated Fitness-for-Duty Evaluations*, establishes the procedures for fitness-for-duty evaluations of bargaining unit employees. In the event of a conflict, the provisions of this Article will govern.

NOTE: This Article does not address claims filed with the Department of Labor, Office of Workers Compensation Programs (OWCP), for alleged work-related injuries; see Article 31: *Work-Related Injuries and Illnesses* for further information.

- B. **FITNESS-FOR-DUTY EVALUATION:** TSA may require a bargaining unit employee to undergo a fitness-for-duty evaluation, subject to the concurrence of the appropriate medical office and in accordance with TSA policy (which requires that fitness-for-duty evaluations comply with all applicable laws, policies, and regulations).

C. **PROCESS:**

1. In directing bargaining unit employees to undergo a fitness-for-duty evaluation, management will comply with TSA policy.
2. The Parties understand that the fitness-for-duty evaluation process may include medical inquiries, requests for and review of medical documentation, consultation with the employee's health care provider, and/or medical examination, as appropriate.
3. Bargaining unit employees will be notified when they are required to undergo a fitness-for-duty evaluation. Bargaining unit employees will also be informed of the reason for the fitness-for-duty evaluation.
4. If TSA determines that an independent medical examination is necessary, the bargaining unit employee will be required to undergo a medical examination by a TSA-designated healthcare provider. The bargaining unit employee will be informed of the consequences of failure to provide the requested medical documentation within the required timeframe and/or failure to comply with a TSA-ordered medical examination (e.g., not showing for the scheduled medical examination).
5. If the employee is asked to schedule an independent medical examination, they will be allowed a reasonable amount of time to do so. The Parties understand that no adverse action will be taken solely as a result of appointment unavailability.
6. [Blank] The Parties did not reach agreement on this provision.
7. [Blank] The Parties did not reach agreement on this provision.

- D. **COSTS:** TSA will be responsible for the cost of any TSA-ordered independent medical examination. TSA-ordered independent medical examinations will occur during the employee's duty hours.

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E. [Blank] The Parties did not reach agreement on this provision.

F. **REPORTS:**

1. In January of each year, TSA will provide the Council 100 President or designee with a report showing the total number of fitness-for-duty evaluations from the prior fiscal year, sortable by Airport code. For each evaluation, the report will show the outcome of the evaluation (i.e., medically qualified, not medically qualified, or temporarily not medically qualified).
2. In January of each year, TSA will provide the Council 100 President or designee with a report showing the total number of bargaining unit employees from the prior fiscal year who were reassigned to another position, through the TSO Job Search Program, as a result of a finding that they were not medically qualified for their position. The report will be sortable by Airport code.

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ARTICLE 33: HEALTH AND SAFETY

- A. **PURPOSE:** 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.
- 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. The Union will encourage bargaining unit employees to observe all safety rules and use all safety equipment and safeguards provided.
- C. **HEALTH, SAFETY, AND WELLNESS COMMITTEE:**
1. 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" or "Committee").
 2. The Health, Safety, and Wellness Committee will have at least one (1) management representative from Security Operations and up to seven (7) Union members, including the Union Co-Chair, to review, discuss, and make recommendations on matters concerning, but not limited to:
 - a. Safety equipment (e.g., gloves, back braces, knee pads, safety glasses, lighting);
 - b. Radiation concerns (e.g., exposure, mitigation measures, equipment, dosimeters);
 - c. Health programs (e.g., gym memberships and discounts, walking clubs);
 - d. Wellness programs (e.g., smoking cessation courses, diabetes classes);
 - e. Workplace safety (e.g., cleanliness of the checkpoint, noise volume, air quality, flu exposure);
 - f. Training and education related to health, safety, and wellness issues (e.g. Family and Medical Leave Act (FMLA), workers' compensation, Safety Information System);
 - g. Safety Action Teams;
 - h. Employee Assistance Program (EAP);
 - i. Worklife4You Program, including child care services.

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3. One (1) management representative and four (4) union representatives shall constitute a quorum at a meeting of the Health, Safety, and Wellness Committee.
4. The Committee will have two (2) co-chairs: one (1) AFGE co-chair and one (1) management co-chair.
5. The Health, Safety, and Wellness Committee members will make earnest efforts to jointly craft recommendations. Either Co-Chair may request assistance from the Federal Mediation and Conciliation Service to facilitate reaching joint recommendations.
6. The Health, Safety, and Wellness Committee will submit any joint recommendations to the appropriate program office.
7. The Health, Safety, and Wellness Committee will hold two (2) meetings per year at TSA Headquarters or a no cost facility as mutually agreed upon by the Co-Chairs. These meetings will take place on Tuesdays and Wednesdays, unless modified in accordance with Section C.10. The Mondays and Thursdays preceding and following the meeting dates will be reserved for travel to and from the meeting locations and pre- and post-meeting Health, Safety, and Wellness Committee work. TSA will pay the travel and per diem expenses, if any, of up to seven (7) AFGE representatives who are bargaining unit employees for these two (2) meetings.
8. Any other Health, Safety, and Wellness Committee meetings will be held virtually at a time agreed upon by the Committee Co-Chairs. The length of these other meetings will also be agreed upon by the Committee Co-Chairs.
9. AFGE representatives who are bargaining unit employees serving on the Health, Safety, and Wellness Committee will do so on official time.
10. Matters proposed for discussion by either party will be forwarded to the other party at least seven (7) calendar days prior to the meeting date. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties. Failure to provide appropriate topics within the prescribed timeframe may result in a modification to the length of the meeting.
11. The Committee will be briefed on health, safety, and wellness issues and concerns at each meeting.
12. At one (1) of the two (2) meetings per year, the Committee will receive a report from OSHE recapping the previous year's OSHA violations and workers' compensation data for bargaining unit employees.
13. Joint recommendations will be forwarded to the appropriate Assistant Administrator(s) for implementation. Within sixty (60) calendar days of receiving the joint recommendation, the appropriate Assistant Administrator(s) will reply to the Health, Safety, and Wellness Committee indicating acceptance or denial of the joint recommendation or to request

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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.

14. Joint recommendations of the Health, Safety, and Wellness Committee that are approved by the appropriate Assistant Administrator(s) will be implemented consistent with that approval and may not be subject to impact and implementation bargaining at the national level.
 15. 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 forty-five (45) calendar days of the implementation. At a minimum, the message will state the following: "As a result of the recommendation of the Health, Safety, and Wellness Committee under the AFGE-TSA Bargaining Agreement...".
 16. AFGE agrees to notify management, in writing, of the names of the union representatives who will serve on the Health, Safety, and Wellness Committee. AFGE reserves the right to change any of the union representatives at any time. AFGE will normally provide management with notice of a change in Committee membership at least fourteen (14) calendar days before the Committee meeting.
 17. Management agrees to notify AFGE, in writing, of the names of the management representatives who will serve on the Health, Safety, and Wellness Committee. Management reserves the right to change any of the management representatives at any time. Management will normally provide AFGE with notice of a change in Committee membership at least fourteen (14) calendar days before the Committee meeting.
 18. The Health, Safety, and Wellness Committee members can request joint training on the subject(s) set forth as topics for discussion at the two (2) committee 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.
- D. EMERGENCY PREPAREDNESS PLANS:** TSA management at each airport will share TSA's emergency preparedness plan with the AFGE local president or designee for that airport and provide a briefing annually to update the AFGE local president or designee on any modifications or additions to the emergency preparedness plan.
1. 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.
 2. Bargaining unit employees will be provided an annual walk-through for emergency preparedness.

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- E. **PERSONAL PROTECTIVE EQUIPMENT (PPE):** To assess and minimize the hazards that may be present in facilities or locations where bargaining unit employees are assigned and/or deployed, and to the extent it is within TSA's control, 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 and maintained, and that PPE is removed from service when defects are noted. Upon request, TSA will provide the AFGE Local President or designee with a POC for questions regarding PPE.
 4. The Health, Safety, and Wellness Committee described in this Article will periodically review and evaluate the PPE program and provide recommendations to TSA management.
 5. The Parties understand that bargaining unit employees will be able to wear protective respiratory masks (e.g., N95) consistent with Chapter 17, *Personal Protective Equipment*, of the TSA Occupational Safety and Health Manual.
 6. Gloves: TSA will provide nitrile gloves to bargaining unit employees. TSA will provide alternate (e.g., non-allergenic) gloves to bargaining unit employees upon request consistent with Chapter 17, *Personal Protective Equipment*, of the TSA Occupational Safety and Health Manual.
- F. **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.
- G. **WATER:** Consistent with TSA Policy, bargaining unit employees will have access to potable drinking water (e.g., water coolers, water fountains, bottled water, water jugs), within two hundred (200) feet of the checkpoints or other work areas, at no cost to the bargaining unit employees.
- H. **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.

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1. The FSD or designee will notify the AFGE Local President or designee of the efforts (e.g., contacting the airport authority) to resolve issues related to heating and air conditioning.
2. Bargaining unit employees may wear TSA-issued jackets as authorized in Article 16: *Uniforms, Uniform Allowances, and Appearance.*

I. RADIATION MONITORING AND ABATEMENT:

1. 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.
2. [Blank] The Parties did not reach agreement on this provision.
3. 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.”
4. [Blank] The Parties did not reach agreement on this provision.

J. GENERAL:

1. 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).
2. [Blank] The Parties did not reach agreement on this provision.
3. TSA will make reasonable efforts to coordinate with worksite authorities to mitigate bargaining unit employee exposure to infestations (bed bugs, roaches, etc.), insecticides, construction, renovation, maintenance, and cleaning chemicals in areas under TSA control.

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ARTICLE 34: EQUAL EMPLOYMENT OPPORTUNITY

A. **PURPOSE:** This Article outlines the Parties' commitment to uphold equal employment opportunity (EEO) principles.

1. [Blank] The Parties did not reach agreement on this provision.

B. **GENERAL:**

1. The Parties jointly support an organizational environment that is free from discrimination, harassment, and retaliation.
2. The Parties understand that there shall be no discrimination against any bargaining unit employee on account of race, color, sex (including sexual orientation, gender identity, and pregnancy), religion, national origin, age, disability, genetic information, parental status, or prior EEO activity.
3. If bargaining unit employees believe they have been subjected to unlawful discrimination, harassment, or retaliation, they may contact the TSA EEO office (known as the TSA Civil Rights, Equity, Access and Inclusion Division as of the effective date of this Agreement) via telephone at 877-336-4872 or 800-877-8339 (TTY/ASCII) or via email at tsa.civilrights@tsa.dhs.gov.
 - a. If a bargaining unit employee believes that they have been discriminated against on the grounds set forth in this Article, they may file a grievance, an appeal to the Merit Systems Protection Board (MSPB) if the action is otherwise appealable to the MSPB, or an EEO complaint in accordance with Section F of Article 28: *Grievance Processes*.

C. **REASONABLE ACCOMMODATION REQUESTS FOR QUALIFIED BARGAINING UNIT EMPLOYEES WITH DISABILITIES:**

1. In addition to this Article, TSA Management Directive (MD) 1100.73-4, *Reasonable Accommodation Program*, and associated Handbook contain the policy and procedures governing the TSA Reasonable Accommodation Program. In the event of a conflict, the provisions of this Agreement shall govern.
2. The Parties understand that the Agency will provide reasonable accommodation to qualified bargaining unit employees with disabilities (i.e. with respect to a bargaining unit employee, a physical or mental impairment that substantially limits one or more of the major life activities; a record of such an impairment; or being regarded as having such an impairment) unless providing the reasonable accommodation would pose an undue hardship.
3. [Blank] The Parties did not reach agreement on this provision.

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4. The Parties recognize that individual accommodations will be determined by the Agency on a case-by-case basis using the interactive process, taking into consideration factors such as the employee's disability, the employee's suggestions for reasonable accommodations, existing limitations, the work environment, and whether the accommodation poses an undue hardship.
5. [Blank] The Parties did not reach agreement on this provision.
 - a. Reassignment will only be considered as a reasonable accommodation of last resort after all other possible accommodations have been explored and ruled out.
 - b. [Blank] The Parties did not reach agreement on this provision.
 - c. [Blank] The Parties did not reach agreement on this provision.

D. ACCOMMODATION REQUESTS BASED ON A BARGAINING UNIT EMPLOYEE'S SINCERELY HELD RELIGIOUS BELIEF OR PRACTICE:

1. The Parties understand that the Agency will provide reasonable accommodation for sincerely held religious beliefs or practices unless providing an accommodation would pose an undue hardship.
 2. Requests for accommodation based on sincerely held religious beliefs or practices must be made in writing, and should be made using the current TSA form for processing religious accommodations.
 3. [Blank] The Parties did not reach agreement on this provision.
 4. [Blank] The Parties did not reach agreement on this provision.
- E. **ANNUAL REPORT:** The Agency agrees to annually furnish the Union with EEO data that is posted on TSA.gov in accordance with The Notification and Federal Employee Antidiscrimination and Retaliation Act of 2002 (No FEAR Act).

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ARTICLE 35: PROTECTING AGAINST PROHIBITED PERSONNEL PRACTICES

A. **PURPOSE:** This Article outlines certain information regarding protecting against prohibited personnel practices. In addition to this Article, TSA MD 1100.23-1, *Merit System Principles and Prohibited Personnel Practices*, provides TSA policy, procedures, and responsibilities regarding prohibited personnel practices. In the event of a conflict, the provisions of this Collective Bargaining Agreement shall govern.

B. DEFINITIONS:

1. Prohibited Personnel Practice: The Parties understand that, for purposes of this Article, "prohibited personnel practice" means any action described in Section C.
2. Personnel Action: The Parties understand that, for purposes of this Article, "personnel action" means:
 - a. An appointment;
 - b. A promotion;
 - c. An adverse action (a suspension of more than 14 days, including an indefinite suspension, an involuntary demotion for performance/conduct, or a removal) or other disciplinary action;
 - d. A Letter of Counseling or Letter of Guidance and Direction;
 - e. A detail, transfer, or reassignment;
 - f. A reinstatement;
 - g. A restoration;
 - h. A reemployment;
 - i. A performance evaluation;
 - j. A decision concerning pay, benefits, or awards, or concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described within 5 U.S.C. § 2302(a)(2);
 - k. Any other significant change in duties or responsibilities, or working conditions;
 - l. A decision to order psychiatric testing or examination; and
 - m. The implementation or enforcement of any nondisclosure policy, form, or agreement.

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C. **PROHIBITED ACTIONS:** The Parties understand that any employee of the Agency who has authority to take, direct others to take, recommend, or approve any personnel action, is prohibited from:

1. Discriminating for or against any employee or applicant for employment on any protected basis, such as race, color, religion, sex, national origin, age, disability, protected genetic information, marital status, parental status or political affiliation;
2. Considering any reference or recommendation for employment that is not directly related to skills of the candidate and the job to be performed;
3. Coercing political activity or basing a personnel action on political activity or inactivity;
4. Obstructing any person's right to compete for employment;
5. Influencing any person to withdraw from competition for a position;
6. Giving an unauthorized employment advantage to improve or injure any person's employment prospects;
7. Hiring, promoting, or advocating for the employment or advancement of a relative;
8. Retaliating or threatening retaliation against a whistleblower;
9. Retaliating or threatening retaliation for engaging in a protected activity such as filing a complaint or appeal;
10. Discriminating on the basis of conduct that does not adversely affect job performance;
11. Taking, failing to take, or influencing a personnel action that violates any veteran's preference requirement;
12. Taking or failing to take a personnel action in violation of a law, rule or regulation that concerns the merit system principles;
13. Imposing a nondisclosure agreement or policy that does not allow whistleblowing; and
14. Accessing medical records of another employee or applicant to commit another Prohibited Personnel Practice.

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ARTICLE 36: COMMUNICATIONS

A. **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.

B. **GENERAL:**

1. Union Bulletin Boards: In TSA-controlled areas, TSA will allow (where feasible) the Union to install up to two (2) lockable bulletin boards (approximately 24" x 36"), purchased by the Union, in every break room or equivalent space, in each airport/terminal. Such bulletin boards will be for the exclusive use of the Union.
2. Distribution of Union Information and Materials:
 - a. Postings and other materials distributed by the Union may not: make defamatory or demeaning references to specific TSA officials or employees; contain Sensitive Security Information (SSI), Personally Identifiable Information (PII), profanity, or discriminatory references; and/or may not violate any law(s).
 - b. TSA will not alter or censor the content of communications between the Union and bargaining unit employees that meet the requirements of Section B.2.a.
 - c. In TSA-controlled areas, TSA will allow (where feasible) the Union to install a rack of reasonable size for union publications in break rooms. The Parties will mutually agree on the size of the rack and its placement.
 - d. Consistent with TSA policy, bargaining unit employees who are designated Union Representatives may engage in reasonable use for representational purposes (and not internal Union business) of TSA's fax machines, copiers, and scanners, provided that such use does not interfere with the Agency's need and/or use of the equipment for Agency work requirements. For more than *de minimis* tasks, the Union will supply its own paper.
 - e. Bargaining unit employees may distribute Union literature in TSA-controlled employee break rooms and other non-screening areas while off-duty (e.g., before work, after work, meal breaks). All costs incidental to the distribution of Union literature will be paid by the Union.
 - f. TSA will create a folder within TSA's intranet for each AFGE Local. AFGE Local Presidents or designees will be able to post a reasonable number of announcements and relevant information within their Local's folder, which will be accessible to each airport within the jurisdiction of the Local. 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

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contain a list of the airports that are within the jurisdiction of the AFGE Local.

3. 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 they are off duty or on break. If the TSA bargaining unit employee indicates that they are on duty, the AFGE representative will immediately end contact with the bargaining unit employee.
4. Use of TSA Email: The Parties understand the TSA email system is for official TSA business. Bargaining unit employees may use the TSA email system for limited personal use, to include communications with the union, 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 communications with the Union. The Parties should be mindful that email messages on the TSA email system are considered government records.
5. In addition to the Union's right to be notified and attend shift briefings that constitute formal discussions, up to two (2) AFGE representatives designated by AFGE may speak at least once every month at shift-change briefings for up to five (5) minutes to update bargaining unit employees on Union matters. If an AFGE representative is not a TSA bargaining unit employee, they may not remain at the shift briefing after providing their update.
6. TSA will provide reasonable advance notice, in writing, to the AFGE local president or designee for all formal discussions so that a Union official will have an opportunity to attend. Verbal notifications are acceptable for formal discussions that are scheduled on short notice, provided that a follow-up written notice is sent to the Union representative to whom the verbal notification was made.
7. TSA will post a Notice of Rights to Union Representation During Examination or Investigation on each official bulletin board and will, at least twice each year, send a message to all bargaining unit employees, the sole subject of which will be information regarding the Rights to Union 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 Union Representation During Examination or Investigation.
8. Union representatives may not use their personal electronic devices while performing screening functions and/or when present in a TSA screening area.
9. 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.
10. 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

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officials. Bargaining unit employees who are not designated Union representatives will be on duty for such meetings.

- a. In addition to the committees listed in Section B.11 below, the Union will unilaterally select the bargaining unit employees serving on the following committees (or their successors (if any)):
 - i. Scheduling Committees;
 - ii. The National Advisory Council (NAC);
 - iii. The Diversity, Equity, Inclusion and Accessibility Council (DEIA Council);
 - iv. Employee Advisory Councils;
 - v. Safety Action Team; and
 - vi. Any other committees, task forces, and groups of employees that do not primarily deal with security matters.
 - b. TSA will determine the number of bargaining unit employees, as well as the eligibility requirements for bargaining unit employees serving on committees, task forces, and groups of employees listed in Section B.10.a.i-vi above. This does not apply to the committees listed in Section B.11.a below.
 - i. Bargaining unit employees must meet the eligibility requirements set by TSA when selected and for the duration of their service on these committees, task forces, or groups of employees.
 - ii. If a bargaining unit employee selected by the Union subsequently leaves the bargaining unit, the Union will select a replacement who meets the eligibility requirements.
 - iii. If a bargaining unit employee no longer meets the eligibility requirements, the Union will select a replacement who does meet the eligibility requirements.
 - iv. In the event that a bargaining unit employee selected by the Union is not fulfilling their responsibilities (e.g., not following the committee's charter), the Union will select a replacement who meets the eligibility requirements.
 - c. TSA will unilaterally select the bargaining unit employees for committees, task forces, and groups of employees that primarily deal with security matters.
11. 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 16: *Uniform, Uniform Allowances, and Appearance*, the Health, Safety, and Wellness Committee set forth in

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Article 33: *Health and Safety*, and the Veterans Committee set forth in Article 36: *Communications*.

- b. The Union will unilaterally select bargaining unit employees to serve on committees as mutually agreed upon by TSA management and the Union.
12. List of Bargaining Unit Employees: In February and August of each year, TSA will provide the Union with a list of all bargaining unit employees by airport location, title, full- or part-time status, and include their TSA email addresses, subject to appropriate SSI restrictions. The list will be in a format that allows the Union to filter by airport location for the Union to disseminate to AFGE Local Presidents as needed. AFGE will safeguard this information consistent with applicable SSI requirements.
 13. TSA will include the name, title, personal or union e-mail address if provided by the Union Representative to the designated management representative, and contact telephone number of the AFGE Local Union Representatives in the TSA telephone directory/contact list at each airport.
 14. 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.
 15. Veterans Committee:
 - a. The Parties will establish a Veterans Committee made up of at least one (1) management representative and up to seven (7) Union members, including the Union Co-Chair, to review and receive recommendations from the Union, at the national level, on matters including but not limited to:
 - i. Communications with the bargaining unit regarding the Uniformed Services Employment and Reemployment Rights Act (USERRA).
 - ii. Communications with the bargaining unit regarding veteran's benefits (e.g., military buyback program).
 - iii. Health and Welfare issues related to veterans (e.g., leave issues, reentry to civilian life following deployment).
 - iv. Veterans appreciation activities.
 - v. Peer to peer counseling services.
 - vi. Other related matters.

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- b. One (1) management representative and four (4) union representatives shall constitute a quorum at a meeting of the Veterans Committee.
- c. The Committee will have two (2) co-chairs: one (1) AFGE co-chair and one (1) management co-chair.
- d. The Veterans Committee members will make earnest efforts to jointly craft recommendations. Either Co-Chair may request assistance from Federal Mediation and Conciliation Service to facilitate reaching joint recommendations.
- e. The Veterans Committee will meet at least twice a year and AFGE representatives will participate on official time.
- f. The Veterans Committee will hold two (2) meetings per year at TSA Headquarters or at a no cost facility as mutually agreed to by the Co-Chairs. The meetings will take place on Tuesdays and Wednesdays unless modified in accordance with Section B.15.h. The Mondays and Thursdays preceding and following the meeting dates will be reserved for travel to and from the meeting locations and pre- and post-meeting Veterans Committee work. TSA will pay the travel and per diem expenses, if any, of up to seven (7) AFGE's representatives who are bargaining unit employees for these two (2) meetings.
- g. Any other Veteran Committee meetings will be held by teleconference or videoconference unless the Veterans Committee Co-Chairs agree to hold the meetings in person at TSA Headquarters or at a no cost facility as mutually agreed upon by the Co-Chairs. The meetings will take place at a time agreed upon by the Veterans Committee Co-Chairs. The length of these other meetings will also be agreed upon by the Veterans Committee Co-Chairs. TSA will pay the travel and per diem expenses, if any, of AFGE's representatives who are bargaining unit employees.
- h. Matters proposed for discussion by either party will be forwarded to the other party at least seven (7) calendar days prior to the meeting date. Any matter not submitted by this timeframe will not be considered for discussion unless by mutual consent of the parties. Failure to provide appropriate topics within the prescribed timeframe may result in a modification to the length of the meeting.
- i. The Veterans Committee will be briefed on veterans' issues and concerns at each meeting.
- j. Joint recommendations will be forwarded to the appropriate Assistant Administrator(s) for implementation. Within sixty (60) calendar days of receiving the joint recommendation, the appropriate Assistant Administrator(s) will reply to the Veterans Committee indicating acceptance or denial of the joint recommendation or to request additional information regarding the joint recommendation. If accepted, a joint recommendation will be implemented at the appropriate Assistant Administrator's direction. If the joint recommendation is denied, management will specify in writing,

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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.

- k. If management implements a joint recommendation of the Veterans Committee, management will communicate that management has adopted a Veterans Committee recommendation to the entire bargaining unit via a TSA Broadcast Message within sixty (60) calendar days of the implementation. The message will state the following: "As a result of the recommendation of the Veterans Committee under the AFGE-TSA Collective Bargaining Agreement, TSA . . . "
 - l. AFGE agrees to notify management, in writing, of the names of the union representatives who will serve on the Veterans Committee. AFGE reserves the right to change any of the union representatives at any time. AFGE will normally provide management with notice of a change in Veterans Committee membership within fourteen (14) calendar days before a Veterans Committee meeting.
 - m. Management agrees to notify AFGE, in writing, of the names of the management representatives who will serve on the Veterans Committee. Management reserves the right to change any of the management representatives at any time. Management will normally provide AFGE with notice of a change in Veterans Committee membership within fourteen (14) calendar days before a Veterans Committee meeting.
16. **UNION REPRESENTATIVE DATA:** Within seven (7) days of the effective date of the CBA, each AFGE local will provide to the FSD or designee and TSA Labor Relations a list of the: names, titles, official time designation, email address, phone number, and airport of local Union Representatives within the local. The AFGE local will provide the FSD or designee and TSA Labor Relations a written update of any changes to this list at least five (5) days before the date of the change. This does not alter any requirements for changes to official time designations required by the Article 6: *Union Representatives and Official Time*.

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ARTICLE 37: DURATION OF AGREEMENT

A. **EFFECTIVE DATE:** This Agreement will be effective thirty (30) calendar days after the Agency's notification to the Union of Agency Head Approval or as otherwise set forth in the Parties' Ground Rules Agreement dated May 4, 2023.

B. **DURATION:**

1. This Agreement will remain in full force and effect until seven (7) years from its effective date and will be automatically renewable for additional one (1) year periods unless either party notifies the other party, in writing, at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration date, of its intention to reopen, amend, or modify this Agreement.
2. If negotiations for a new collective bargaining agreement are in progress but not completed upon the termination date of this Agreement, this Agreement will be automatically extended until a new agreement is in effect.

C. **REOPENER:**

1. Each party may reopen up to three (3) Articles of this Agreement.
2. To reopen an Article(s) under Section C.1, the party must notify the other party, in writing, during the middle of this Agreement (i.e., the 41st, 42nd, or 43rd month after the effective date).
3. The party's notice of intent to reopen this Agreement will identify all the Article(s) it wishes to reopen for negotiations.
4. The Parties will begin ground rules negotiations within ninety (90) days of the party's notice of intent to reopen the Agreement.

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APPENDIX A: SHOE STYLE GUIDE



#1



#2



#3



#4

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

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



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



#7



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



#9



#10

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

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#11 is acceptable if logo is blacked-out.



#12



#13



#14



#15



#16

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#17



#18 is acceptable if writing is blacked-out.



#19



#20 is acceptable if writing is blacked-out



#21 is acceptable if writing is blacked-out



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

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#23



#24



#25



#26



#27



#28

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#29



#30



#31 is acceptable if writing is blacked out



#32



#33 is acceptable if heel height does not exceed 2"

Not authorized for wear with shorts.



#34

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

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#35



#36



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



#38

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

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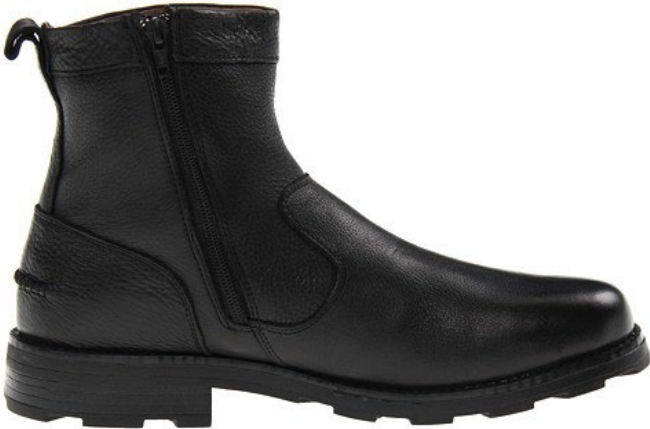
APPENDIX A: SHOE STYLE GUIDE



#39



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



#41



#42

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

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APPENDIX B: TSA INVESTIGATIONS FORMS.

[Blank] The Parties did not reach agreement on this provision.

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[Blank] The Parties did not reach agreement on this provision.

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[Blank] The Parties did not reach agreement on this provision.