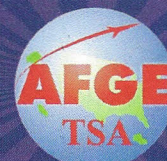


# Summary of AFGE-TSA Collective Bargaining Agreement



The American Federation of Government Employees (AFGE) and the Transportation Security Administration (TSA) on Aug. 2, 2012 reached an agreement on the first-ever labor contract for the nation's 45,000 TSA officers, culminating the union's 10-year effort to provide workplace protections and improve employee working conditions.

The following is a summary of the contract terms the AFGE negotiating team, made up of officers from all over the country, reached with TSA management negotiators at the bargaining table. If ratified, the agreement will provide important new workplace rights, improvements, protections and flexibilities. This contract is focused on the issues important to officers across the nation's airports and will provide for increased uniformity, transparency and fair treatment. This agreement will also strengthen officers' ability to carry out TSA's vital mission of protecting the American people by fostering a family-friendly workplace where the employees have greater job satisfaction and feel supported in performing their important security work.

Before the contract takes effect the employees will have an opportunity to vote on whether to ratify it. AFGE will provide more details of the terms and information about the contract in the weeks ahead. Details of the ratification process are still being finalized. Stay informed.

## 1 Performance Management Process

- PASS as we know it will end.
- Certification test scores will no longer count for performance ratings and pay increases.
- New TOPS program will evaluate officers on actual performance on the job.
- At beginning of each performance year, Management will communicate performance standards and expectations to employees.
- Changes in working procedures must be published in writing and made available to the employee before the new procedures are used to evaluate performance.
- When evaluating performance, the Agency shall rely on observations and/or documented behaviors.
- Employee cannot be held accountable for factors which are beyond the employee's control.
- Employee competencies will be relevant to the employee's position and duties.
- Approved leave will not negatively affect an employee's performance rating.
- Employees will be assigned one rating official.
- Scale that will be used for final ratings will be provided to the employee during the employee performance planning session with her/his rating official.
- A written performance plan must be submitted to the employee within 30 days of the following: completion of New Hire On-the-Job-Training (OJT); beginning of an appraisal period; beginning of a detail or temporary promotion that is expected to last more than 90 days; or employee's movement to a new position including promotion, reassignment, or demotion.
- An additional review of the employee's performance plan should be held when the following changes occur to the employee's work situation: change in the rating official; when detailed to a Special Assignment; a change in assignments; when an Employee returns from an extended absence of 90 calendar days or more.
- If the employee receives a new rating official during the performance year, the new rating official should review and discuss the performance plan with the employee.
- During the rating cycle, management may provide progress reviews to the employee, which will outline measures to correct any performance deficiencies.
- Progress reviews are required at the mid-point in the rating cycle

- During the mid-year review the employee will receive a numeric value for each competency.
- Management will bring observed deficiencies in an employee's performance to the employee's attention in a timely manner.
- Management will provide copies of written records of observed deficiencies in an employee's performance to the employee in a timely manner. The employee may submit written rebuttals or explanations.
- Passenger or stakeholder complaints will be provided to the Employee in a timely manner and the Employee may submit written rebuttals or explanations.
- When a rating official's supervision of an employee ends during a performance period, the losing rating official will issue an interim review that will be factored into the gaining rating official's rating to ensure an accurate and complete review of the employee.
- Employees completing a detail or temporary promotion will also receive an interim review at the conclusion of the detail or temporary promotion.
- Employees who have not performed under a performance plan for at least ninety (90) days due to military duty, union representation, and/or a work-related injury will be presumed to have attained the same performance level they earned in the most recent rating of record which was not presumed.
- An end-of-the-year review will occur at least 30 days after the performance period ends.
- Performance rating forms will have comment sections for both the rating official and the employees.
- A rating official should provide meaningful, individualized comments that assist an employee's understanding of his/her performance ratings and recognize strengths and areas for improvement.
- Employees may provide information or documentation to rebut, clarify, or comment on performance matters and such information or documentation that may be placed in their EPF or other performance file.
- Performance deficiencies should be addressed as soon as they become evident.

- If the employee is placed on a Performance Improvement Plan (PIP), the employee may request that a personal representative be present during the meeting when the PIP is issued.
- TSA will provide AFGE with a report of the rating level distribution by airport at the end of the performance year.

## 2 Awards and Recognition Process

- The following awards will be offered: Attendance Award, Career Service Recognition, Distinguished Career Service Award, Honorary Award, John W. Magaw Leadership Values Award, On-the-Spot Awards, Performance Awards, Special Achievement Award (SAA), and Time-Off Award.
- Local Airports may also establish their own awards.
- TSA will provide the AFGE with an electronic annual report on the awards program, which includes the annual award allocation for each airport and the total expenditure of the awards budget per airport.
- TSA will consider for awards the contributions of employee's bilingual language skills and operational challenges such as same-sex gender pat-downs.
- Each FSD and AFGE Local President will jointly appoint bargaining unit employees to the airport awards committee.
- Group/Team and Individual Awards may be issued.
- Employees and Group/Teams may be nominated to receive an award by the peer/co-worker, manager, or supervisor.
- Employees will be given 14 days from the date of the solicitation announcement to submit nominations.
- The awards committee will make recommendations to the FSD or designee regarding who should receive an award.
- The awards committee will reach a decision by consensus. If the committee cannot reach consensus, then a majority vote will be taken.

## 3 Attendance Management

- Employees will not be denied use of accrued leave based solely on their leave balance.

- Leave will be denied only for appropriate reasons and not as a form of discipline.
- If management has a discussion with an employee regarding his/her attendance record, TSA management and the employee are encouraged to discuss strategies for improving the employee's attendance. The discussion may include possible change of hours, shifts, and employee's rights under the Family Medical Leave Act (FMLA).
- Annual leave will be approved absent a legitimate operational need.
- In the case of an extended illness, for which the employee has provided medical documentation or management has confirmed the employee's incapacitation, daily call-outs will not be required.
- A request for sick leave should not be denied for which administratively acceptable documentation has been provided unless there is specific knowledge of that employee's abuse of sick leave.
- For absences of three days or less, employees may self-certify the absence.
- For absences of more than three days, management may require employees to submit a medical certification. A medical certification only includes, 1) duration of the employee's absence, 2) clearly states the employee was incapacitated for duty, and 3) is signed and dated by the health care provider.
- Management may accept an employee's written statement explaining the absence and self-certification as acceptable documentation for sick leave absences of more than three days.
- For absences of 30 days or more, employees are required to submit detailed medical documentation. The detailed medical documentation will only apply to the current medical condition and will include 1) the date the medical condition began, 2) clearly state the employee was incapacitated for duty, 3) provide information on how the condition affects the employee's ability to perform the duties of the position, 4) identify the expected duration of the employee's absence, and 5) have the date and signature of the employee's health care provider.
- Management may only place an employee on sick leave restriction if a pattern of sick leave abuse.
- TSA will inform new hires of their right to FMLA and the Voluntary Leave Transfer Program (VLTP). TSA will post the FMLA fact sheet in areas accessible to employees.
- In certain situations, FMLA may be invoked retroactively.
- Employees may be granted excused absence to attend the funeral of a fellow active or retired TSA officer.
- Employees who receive a traffic violation while on government business or government property and who are found not guilty or the charges are dismissed will be given excused absence to cover the time for appearing in court.
- Supervisors may excuse tardiness up to 30 minutes.
- An employee will be tardy if he/she is not at the designated time clock station at the start of his/her shift.
- In the event the time clock station is inoperable or unavailable and the employee is present at the designated time clock station at the start of his/her shift, the employee will not be considered tardy.
- Breakdowns and delays involving the shuttle may be considered as a mitigating factor if the employee is late for duty.
- A meal break of at least 30 minutes is provided for every employee who works a minimum of eight hours, and may be granted to employees who work more than five hours, but less than eight hours.
- Employees shall have one 15-minute paid rest break for every four hours of scheduled duty.

#### 4 Shift and Annual Leave Bid

- All airports must conduct one airport-wide shift bid at least annually.
- All employees will be able to bid on a shift at least once a year.
- Employees will be informed of the shift bid and annual leave bid process during new hire orientation.
- Management may organize a scheduling committee, whose bargaining unit employees will be jointly appointed by AFGE and TSA.
- When filing a vacant shift bid line, the first vacancy will be filled in seniority order if that airport only conducts one airport-wide shift bid. The second vacancy may be filled in seniority order.

- Notification for the annual shift bid will be posted electronically and on official bulletin boards for a minimum of 30 days.
- The shift bid lines and seniority list will be posted one pay period prior to the first day of the shift bid.
- The shift bid will be effective no less than two pay periods from the date the final bid results are posted.
- During the shift bid and annual leave bid, management will update and post all awarded bid lines on a daily basis, at the close of the bidding day, and at the end of the completed shift bid.
- Where an airport does not provide an alternative to in-person bidding for either the shift or annual leave bid and the employee's only option is to bid in person at a time outside his/her normal duty hours, the employee will receive call back pay.
- TSA and AFGE will establish a national protocol for conducting a shift bid by proxy.
- An employee who fails to bid will have his/her seniority protected by being assigned a shift closest to the shift he/she held prior to the bid. In such cases, shifts will be assigned in the following order of priority: 1) AM or PM shift, 2) RDOs, 3) Start time, 4) Screening location.
- TSA will provide up to at least 5% of the total number of bargaining unit employees who express an interest at an airport to receive additional equipment certification training annually.
- TSA will establish a pilot program at four airports, which will allow passenger current dual-function TSOs the ability to bid on baggage screening bid lines on a seniority basis and receive the necessary training for the position.
- The shift bid will be awarded by Seniority Date (SD). The SD is the TSA Entry on Duty (EOD) subject to situations that cause the employee's SD to be adjusted as set forth in TSA Management Directive 1100.61-4, Seniority and Scheduling, effective January 2, 2011. If employees have identical SDs, the ties will be broken in the following order: Entry on Duty (EOD), Service Computation Date (SC), and a random selection process.
- All employees will be able to bid for annual leave once a year.
- All days within the leave year will be available for bidding.
- Annual leave bids will be awarded based on seniority. Seniority for the annual leave will be based on Entry on Duty (EOD), which is the date the employee began employment with TSA. The Service Computation Date (SCD), which includes creditable civilian and military service, will be used for tiebreakers. Any remaining ties will be resolved by a random selection process.
- Eight percent (80%) of anticipated annual leave accrual will be available for the annual leave bid by seniority; twenty percent (20%) will be available for employees to request on a first-come, first-served basis.
- Management will create a standby list of at least five employees for individuals who wanted to bid on a specific date off.
- Employees may request up to three weeks of annual leave during the annual bid.
- Management will determine the number of slots available to bid.
- Management will announce the annual leave bid at least 30 days in advance of the bid. Management will post the annual leave bid and seniority list a minimum of 10 days prior to the first day of the bid.

## 5 Shift Trade Policy

- All employees will be able to shift trade and schedule trade under the contract with limited restrictions.
- A schedule trade is a voluntary exchange of work schedules by two employees who share certification requirements and share full-time or part-time status.
- A shift trade is an exchange of scheduled work hours between no more than three employees for a minimum of two hours.
- Starting upon ratification of the contract all employees will be able to trade shifts which allow for an equal exchange of hours between employees in a single pay period. Here is an example of how such a shift trade will work: a full-time employee who works an eight hour morning shift on Monday may trade those eight hours with a full-time employee who works an eight hour evening shift on Wednesday. The employee on the Wednesday evening shift will work the Monday morning shift

and the employee on the Monday morning shift will work the Wednesday evening shift.

- A month after ratification of the contract employees may begin trade shifts that do not result in an employee converting from part-time employee to a full-time employee, working over forty (40) hours per week, or otherwise put an employee in an overtime status. Here's an example of how such a one-way shift trade will work: a full-time employee trades four hours of her eight hour morning shift with a part-time employee on the afternoon shift. The full-time employee does not work the entire eight hours of her shift and the part-time employee gains an additional four hours of work by working in place of the full-time person.
- In approximately eight months after ratification of the contract, all employees may engage in trades of an unequal exchange of hours and trades that result in employees working more than forty (40) hours per week or put an employee in an overtime status. If as a result of a shift trade, an employee works hours that place them in an overtime status, the employee will be paid straight time and associated pay differential hours.

## 6 Transfers

- Employees will be able to transfer to another airport, and selection for transfer will be based on their seniority with limited restrictions.
- Seniority is defined as the employee's Entry on Duty (EOD), which is the date the employee began employment with TSA. The Service Computation Date (SCD), which includes creditable civilian and military service, will be used for tiebreakers. Any remaining ties will be resolved by a random selection process.
- Management must consider any voluntary transfer requests in accordance with the contract before considering other methods of recruiting and selecting candidates.
- If there are full-time employees who wish to transfer into an airport positions will be filled by alternating between eligible full-time employees on the transfer list based on seniority and those eligible part-time employees at the airport who wish to convert to full-time status in accordance with Full-Time to Part-Time Article.

- Part-Time employees who want to transfer may transfer in seniority order into a full-time vacancies when there are no internal part-time employees who wish to convert to full-time status
- Employees may also job swap, which means two employees voluntarily transfer in the same position, swapping duty stations.
- Employees may request a temporary transfer.

## 7 Full-Time to Part-Time and Vice Versa

- Employees will be able to convert from part-time to full-time status based on their seniority with limited restrictions.
- Seniority is defined as the employee's Entry on Duty (EOD), which is the date the employee began employment with TSA. The Service Computation Date (SCD), which includes creditable civilian and military service, will be used for tiebreakers. Any remaining ties will be resolved by a random selection process.
- Airports will alternate between converting part-time employees to full-time employees at the airport and transferring in employees from another airport (one-in/one-out) in accordance with the Transfer Article.
- Full-time employees may request to voluntarily convert to part-time status permanently or temporarily.

## 8 Uniforms

- Increased uniform allowance from \$232.00 to \$446.00 a year, which includes a \$317.00 allowance, plus the automatic annual issuance of three shirts and three pants.
- Officers may wear uniform shorts when the temperature is 85 degrees or the humidity is 70%.
- The contract will expand the list of shoes available for purchase from the uniform vendor, and will include athletic shoe options.
- Shoes and boots, athletic shoes and safety shoes, that are all black in color, with inconspicuous logos may be worn.
- Officers may wear a new jacket, an "Ike Jacket", at the checkpoint.

- Officers will be able to purchase the Ike Jacket at a reduced cost.
- Officers who work in non-public screening areas may wear, cargo pants, coveralls, team jacket, three-season coat, and three-in-one coat.
- Officers who work in baggage areas that are co-located with the public may also wear cargo pants.
- Officers may conceal tattoos by wearing a plain, single-colored royal blue band or sports sleeve.
- Ties may be worn at an officer's discretion.
- The number of uniform items issued to new employees will be increased.
- AFGE union officials will be permitted to wear an approved AFGE pin on their uniform.
- A national joint labor-management uniform committee will be formed to make recommendations regarding additional uniform items and options, uniform directives, changes to the uniform, quality assurance, wear testing, uniforms and uniform allowances, review of vendor performance, and establishment of criteria for uniform vendors and specifications.
- Increased officer discretion as to uniform options.

## 9 Special Assignments

- Employees may be selected for special assignments, a voluntary detail of more than 30 days to duties other than those of the position of record or a temporary promotion, with limited restrictions.
- Employees will be selected either by seniority or competitive selection.
- Seniority is defined as the employee's Entry on Duty (EOD), which is the date the employee began employment with TSA. The Service Computation Date (SCD), which includes creditable civilian and military service, will be used for tiebreakers. Any remaining ties will be resolved by a random selection process).
- If a competitive selection process is used, TSA management will develop a best-qualified list and will either 1) interview all employees on the best-qualified list or select the most senior employee on the best-qualified list.
- Special assignments of a higher pay or pay band in excess of 30 consecutive calendar days must be

made by temporary promotion.

## 10 Parking

- Provision for safe and secure parking.
- Final amount of parking subsidy is subject to further mediation.

## 11 Facilities and Services

- Where temperatures consistently fail to meet OSHA recommended limits, TSA will take reasonable corrective measures to alleviate the problem.
- Employees will have access to potable drinking water within 200 feet of the checkpoints or other work areas.
- TSA will provide anti-fatigue mats at employee workstations.
- Nitrile gloves will be provided to employees. Alternate, non-allergenic gloves will be provided to employees upon request.
- UV lights at travel document checker workstations (TDC) will be fixed to the podium unless electrical power is not readily available. If electrical power is not readily available, TSA will make reasonable efforts to obtain a power supply or install fixed, battery-operated UV lights.
- TSA will provide supplemental task lighting for checkpoint and checked baggage if the general lighting is insufficient.
- TSA will take reasonable efforts to minimize glare, including placement of screens or shields to block glare and working with airport authority.
- TSA will equip break rooms under its control with vending machines, refrigeration, microwave ovens, and running water. Seating will be based on 20% of total on-duty staffing. TSA will allow the local union representative an advance opportunity to review in any plan for a break room infrastructure change over \$1,000.00.
- TSA will provide a location for nursing mothers to express milk. Employees will be given reasonable break time to express milk for one year. The breaks will generally occur two to three times during an 8 hour shift.
- TSA will conduct a survey regarding the current capacity for each airport to provide lockers. Once

the survey is completed the Parties will meet to negotiate over acquiring the lockers, where feasible.

- TSA will establish a joint labor-management committee to make recommendations pertaining to health, safety, and wellness issues.
- A first-aid kit will be stocked at each airport, and at each terminal within a multi-terminal airport, within easy access of the TSOs.
- TSA will provide annual training on emergency preparedness.
- Testing, service, and maintenance protocols must be maintained for all screening equipment, and the results will be shared with AFGE at least annually.
- TSA will respond promptly to abate a problem with malfunctioning machines or increased radiation levels.
- TSA will conduct periodic, targeted dosimeter testing for sample groups of Officers. If the sampling finds radiation levels exceeds the law, TSA will initiate an investigation and take steps to abate the problem.
- TSA will monitor indoor air quality to ensure safe, healthful air quality.
- TSA will provide ergonomic equipment and facilities to employees.
- TSA will monitor noise levels and coordinate with worksite authorities to eliminate the hazard.
- TSA will make reasonable efforts to coordinate with worksite authorities to mitigate employee exposure to insecticides and construction, renovation, maintenance, cleaning chemicals in TSA work areas.
- TSA will make reasonable efforts to coordinate with worksite authorities to ensure that flooring is properly cleaned.
- When an employee does not receive proper base pay compensation on payday, TSA will authorize payment within three to five days' notification of the payroll problem unless an investigation is required.

- When needed to perform the employees' duties, TSA will provide personal protected equipment (PPE), which includes hearing, respiratory, hand, eye, face, and head protection.
- TSA will also train employees on the use, care, and maintenance of PPE.
- AFGE will have access to TSA facilities for representation purposes.
- Union bulletin boards.

## 12 Duration

- If ratified, the duration of the contract will be three (3) years.

## 13 Note on New MSPB and Arbitration Rights

On July 12, 2012, AFGE and TSA reached a historic agreement on an independent dispute resolution process that will provide fairness and due process for TSA officers. While not part of the basic contract, this letter of agreement is just as important. Effective November 1:

- TSA employees will have the right to appeal adverse actions (i.e., removals, demotions, and suspensions of 15 days or more) to an independent third party: the Merit Systems Protection Board (MSPB).
- AFGE will have the right to have disciplinary actions (i.e., letters of reprimand, suspensions of 14 days or less) heard by a neutral, independent third party in expedited arbitration.
- Expedited arbitration before an outside neutral is also available if management violates employment-related policies. Contract violations are subject to final and binding review by an independent arbitrator under resolution process 2 (RP2).