

# AFGE



# AFGE-TSA

## — Contract —

*Pending Ratification*

Note: Highlighted sections are not agreed to and are being submitted to Resolution Process 1 for further mediation and if necessary, arbitration. The highlighted sections are not subject to this ratification vote.

8/1/12

*Ant E/Ban 8.1.12*

*Page 8/1/12*

## **Article 1: Performance Management Process**

### **A. PURPOSE**

1. This Article establishes the performance management process that provides employees with opportunities for feedback to keep them advised of performance expectations, their current performance and, when necessary, assistance in improving that performance, as more fully described within this Article. (TSA 5/25/12) (AFGE agreed 7/17/12).
2. **The performance management system is now called the "Transportation Officer Performance System" (TOPS). (Package 7/20/12)**
3. Effective with this Agreement, the annual proficiency review (commonly referred to as re-certification), will no longer be a part of the pay-for-performance program (formerly known as PASS) and will not affect annual performance ratings and any associated payouts. The annual proficiency review is not negotiable and will continue to exist independently in compliance with the Aviation and Transportation Security Act. (TSA 7/17/12; AFGE agreed 7/17/12)
4. The performance management system will emphasize: (AFGE 4/27/12; TSA agreed 7/18)
  - a) Continuous communication; (Parties agreed 7/18)
  - b) Officer development; (Parties agreed 7/18)
  - c) Administrative simplicity; (Parties agreed 7/18)
  - d) The evolution of the manager's role to coach; (AFGE 4/27/12; TSA agreed 7/18)
  - e) Officer input; (Parties agreed 7/18)
  - f) Overall Officer contributions and performance; and (Parties agreed)
  - g) Encouragement of individual and group achievement of the Agency's mission. (AFGE 7/17/12; Parties agreed 7/18)
5. Because the performance management process as set forth in this Article is intended to be innovative and evolutionary in nature, and because its effectiveness is critical to TSA achieving its mission, the Parties will continue to examine opportunities for improving the performance management process at TSA. (Parties agreed 7/18)

### **B. GENERAL PRINCIPLES**

1. At the beginning of each performance year, Management will establish and communicate performance standards and expectations for employees. Performance standards should be specific, measurable, achievable, realistic and time-bound (SMART). (TSA 7/17/12; AFGE

*8/1/12*  
*RB*

RATIFICATION COPY

8/1/12

agreed 7/18)


2. Management will provide employees with established benchmarks toward which the employee can aim his or her performance. (TSA 7/17/12; AFGE agreed 7/18/12)
3. Performance measures in terms of quality, quantity, or timeliness, must provide a reasonable basis of assessing performance competencies and goals. (TSA 7/18/12; AFGE agreed 7/18/12)
4. All changes in working procedures will be published in writing and made available to employees before the new procedures are used to evaluate performance. (TSA 7/17/12; AFGE agreed 7/18/12)
5. When evaluating performance, the Agency shall rely on observations and/or documented behaviors. (TSA 7/17/12; AFGE agreed 7/18/12)
6. When evaluating performance, the Agency shall not hold Officers accountable for factors which may affect their performance ratings that are beyond the control of the Officer. (Parties agreed 7/18/12)
7. Officers are responsible for promptly notifying rating officials about factors that interfere with his or her ability to perform his or her duties at the level of performance required by his or her performance elements. (Parties agreed 7/18/12)
8. Employee competencies and goals will be relevant and have a nexus to the employee's position and duties. (Parties agreed 7/18/12)
9. Approved leave will not negatively impact an employee's performance rating. (Parties agreed 7/18/12)
10. The Parties recognize that employee performance records must be safeguarded and handled appropriately in accordance with TSA Management Directive 3700.4, Handling Sensitive Personally Identifiable Information. (TSA 7/19/12; AFGE agreed 7/19/12)

### **C. RATING OFFICIALS**

Every Officer is assigned one rating official for the purpose of completing the mid-term and annual performance review, on-going reviews, any development plan, and any associated meetings. (Parties agreed 7/18/12)

### **D. PERFORMANCE PLANNING**

1. At the beginning of the appraisal period, the rating official and employee will hold a performance planning meeting to discuss all elements of the employee's performance plan, to include goals, competencies and expectations. The scale upon which final ratings are based will be provided at the performance planning session. (TSA 7/17/12; AFGE agreed 7/18)

 8/1/12  
RB


RATIFICATION COPY

8/1/12

2. The rating official must submit to the employee a written performance plan within 30 days of: (TSA 7/17/12; AFGE agreed 7/18)
  - a) Completion of New Hire OJT (TSA 7/17/12; AFGE agreed 7/18)
  - b) The beginning of an appraisal period; (TSA 7/17/12; AFGE agreed 7/18)
  - c) The beginning of a detail or temporary promotion that is expected to last more than 90 days; or (TSA 7/17/12; AFGE agreed 7/18)
  - d) An employee's movement to a new position including promotion, reassignment, or demotion. (TSA 7/17/12; AFGE agreed 7/18)
3. The rating official should inform the employee when progress review(s) will occur during the rating cycle. (TSA 7/17/12; AFGE agreed 7/18)
4. Subsequent review of the employee's performance plan should be held when there is a significant change in the employee's work situation such as: (Parties agreed 7/18/12)
  - a) Change in the rating official; (AFGE 4/27/12; TSA agreed 7/17/12)
  - b) When detailed to a Special Assignment; (AFGE 4/27/12; TSA agreed 7/18/12)
  - c) A change in assignments; (AFGE 4/27/12; TSA agreed 7/18)
  - d) When an Officer returns from an extended absence of 90 calendar days or more. (AFGE 4/27/12; TSA agreed 7/18)
5. When an employee remains in his/her current position under the same performance standards but experiences a change in rating official, a new performance plan is not required. The new rating official should review and discuss the performance plan with the employee to ensure that performance expectations are understood. (TSA 7/17/12; AFGE agreed 7/18)
6. Locally developed competency areas are not to be added to the core competencies for purposes of employee performance reviews. (Parties agreed 7/19/12)
7. When issuing the performance agreement, the rating official must meet with each employee to discuss the contents of their performance agreement. After the discussion, both the employee and rating official will sign and date the agreement in the designated block of the Performance Rating Summary Sheet. (TSA 5/25/12) (AFGE agreed 7/17/12)

#### **E. INFORMAL DISCUSSIONS**

1. Informal discussions are a standard part of supervision and should occur as needed throughout the performance period. Discussions may be initiated by the supervisor, rating official (if not the immediate supervisor) or employee. If an employee requests a discussion

 8/1/12  
RB

RATIFICATION COPY


8/1/12

with his/her rating official to discuss his/her performance, it will be scheduled as soon as practicable. Discussions may be held one-on-one or with a supervisor and rating official.

2. Discussions should be a candid, forthright dialogue between the rating official and Officer(s) aimed at improving performance and developing the employee as well as providing positive feedback where appropriate. Discussions will provide the employee the opportunity to seek further guidance and understanding of his/her work performance and participate in his/her performance improvement. (TSA 7/17/12; AFGE agreed 7/17/12)

## **F. PROGRESS REVIEWS**

1. The rating official shall monitor the employee's performance throughout the rating cycle and communicate with the employee about his/her performance. Progress reviews will outline measures to correct any performance deficiencies, improve performance that is otherwise acceptable, and recognize high-level performance. Progress reviews may take place at any time during the appraisal period, and with the exception of the mid-cycle review, no rating scores or levels performance are assigned. An employee is encouraged to provide input regarding his/her key results and major accomplishments at each required progress review. (TSA 7/17/12; AFGE agreed 7/18)
2. Required midyear review: A progress review is required at approximately the mid-point of the rating cycle. During the mid-year review, the rating official and the employee will discuss the employee's performance to date, opportunities for development and performance expectations for the remainder of the performance period. The employee will be provided with a numeric value reflecting the employee's performance to date in each competency and/or goal. Both the employee and the rating official will sign and date the Performance Rating Summary Sheet. (TSA 7/17/12; AFGE agreed 7/18)
3. Recommended progress reviews: Additional progress reviews may be appropriate whenever rating officials notice a significant change in performance. The most obvious situation is when the rating official notices a downturn in performance where performance is at or below the Achieved Expectations level. Progress reviews also are appropriate when the rating official notices a marked improvement in performance. This encourages excellence in performance by letting employees know when they are exceeding expectations. Progress reviews should be performed in a timely manner. (TSA 7/17/12; AFGE agreed 7/18)
4. Supervisors should encourage employees to complete self-assessments of their performance of assigned duties and responsibilities as measured against their performance plan. Completion of a self-assessment is voluntary on the part of the employee, and supervisors may not require an employee to complete a self-assessment or provide information regarding his/her performance. The employee's self-assessment should be addressed by the rating official when conducting the performance review with the employee. (TSA 7/17/12; AFGE agreed 7/18)
5. Documentation of progress reviews: The rating official shall document progress reviews, reflecting that a discussion took place on the employee's performance and summarizing the

 8/1/12  
RB

RATIFICATION COPY

8/1/12

review. (TSA 7/17/12; AFGE agreed 7/18)

## **G. COMMUNICATIONS**

1. Management will bring observed deficiencies in an employee's performance to the employee's attention in a timely manner. (Parties agreed 7/18/12)
2. 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. (Parties agreed 7/18/12)
3. Passenger or stakeholder complaints will be provided to the Officer in a timely manner and the Officer may submit written rebuttals or explanations. (Parties agreed 7/18/12)

## **H. ACTIONS AFFECTING THE PERFORMANCE MANAGEMENT PROCESS**

### **1. Permanent Changes in Position (Reassignment/Promotion/Reduction in Pay Band)**

- a) A new performance agreement will be provided to, and discussed with, an 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. (TSA 7/17/12; AFGE agreed 7/18)
- b) An employee, who is under the new standards for at least ninety (90) days, will be rated based on performance under the new standards. An employee who is under the new standards for less than ninety (90) days will be rated based on his/her standards and performance in his/her prior position. (TSA 7/17/12; AFGE agreed 7/17/12)
- c) Close-Out Evaluations for Permanent Changes of Position. (TSA 7/18/12; AFGE agreed 7/18/12)
  - (i) Employees will receive a close-out evaluation when the employee is reassigned, promoted, or reduced in pay band to a new position that has different performance standards and the employee has been under the previous standards for at least ninety (90) days before the change in position. (TSA 7/18/12; AFGE agreed 7/18/12)
  - (ii) A close-out evaluation consists of assigning an interim performance rating and completing all required forms and actions as if it were the final, end-of-year performance review. (TSA 7/18/12; AFGE agreed 7/18/12)
  - (iii) The close-out evaluation should be discussed with the employee and provided to the employee and new rating official for consideration in the end-of-year performance review. (TSA 7/18/12; AFGE agreed 7/18/12)

 8/1/12  
RB

RATIFICATION COPY

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

- a) When a rating official's supervision of an employee ends during a performance period, the losing rating official will issue an interim review, if such rating official is available, that will be factored into the gaining rating official's rating to ensure an accurate and complete review of the employee. Employees completing a detail or temporary promotion will also receive an interim review at the conclusion of the detail or temporary promotion. (TSA 7/17/12; AFGE agreed 7/17/12)
- (i) If the temporary assignment is to a covered position, the rating official of the temporary assignment will provide written performance feedback concerning the performance components and/or sub-components under which the employee is performing. This feedback will be given to the employee and rating official for consideration in assigning the end-of-year evaluation. (TSA 5/25/12; AFGE agreed 7/18)
  - (ii) If the temporary assignment is to a non-covered position, the rating official for the temporary assignment must provide written performance feedback to the employee and rating official on the major duties the employee performed while on temporary assignment. (TSA 5/25/12; AFGE agreed 7/18)

**3. Extended Absence But Performing Under a Performance Plan for at Least Ninety (90) Days**


Employees with an extended absence during the appraisal period, who were covered under a performance plan for at least 90 days, will be rated based on their performance during the period they were present at work. (TSA 7/18/12; AFGE agreed 7/18/12)

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

- a) 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. (TSA 7/18/12; AFGE agreed 7/18/12)

Example: An employee works for the entire 2011 performance appraisal period and earns a rating of Achieved Excellence, but the following year (2012) he/she is absent the entire year due to military service. This employee will be presumed to have earned the same rating as the previous rating (the most recent rating of record that was not presumed). Therefore, he/she will be rated Achieved Excellence for the 2012 performance appraisal period. (TSA 7/18/12; AFGE agreed 7/18/12)

- b) Employees who have not performed at least 90 days during the performance period and are not covered under Section H.4.a above, will not receive a presumed rating. Employees will receive a performance rating after performing 90 days under a performance plan. (TSA 7/18/12; AFGE agreed 7/18/12)

 8/1/12 RB

RATIFICATION COPY

8/1/12

## **I. END OF YEAR REVIEW AND RATING**


1. End-of-year reviews should generally be conducted within thirty (30) days following the end of the performance period. (TSA 5/25/12; AFGE agreed 7/17/12)
2. Employees are encouraged to provide input on his or her performance prior to completion of their rating. (TSA 7/18/12; AFGE agreed 7/18/12)
3. The rating official shall consider an employee's self assessment, written input from others familiar with the employee's work, written employee input on key results or major accomplishments, progress reviews, and interim reviews regarding the employee's performance. Such information considered in the employee's performance review will be made available to the employee upon request. (TSA 7/18/12; AFGE agreed 7/18/12)
4. Both the rating official and the employee will sign and date the end-of-year review. A copy will be provided to the employee upon request. (TSA 6/13/12; AFGE agreed 7/17/12)

## **J. DOCUMENTATION**

1. Standard forms will be used to document the Officers' performance and ratings. (AFGE 4/27/12; TSA agreed 7/17/12)
2. Rating forms will have comment sections for both the rating official and the employees. (TSA 6/13/12; AFGE agreed 7/17/12)
3. 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. (TSA 6/13/12; AFGE agreed 7/17/12)
4. Employees may provide written documentation at any time to the rating official, to facilitate the rating official's mid-year review and final end-of-year review of each competency. (TSA 5/25/12; AFGE agreed 7/17/12)
5. Officers may provide information or documentation to rebut, clarify or comment on performance matters and such information or documentation will be placed in their EPF or other performance file, if applicable. (AFGE 7/17/12; TSA agreed 7/17/12)
6. Upon request, an employee will be provided timely access to his/her Employee Performance File (EPF) and any other performance file maintained by management on him/her. The current official copies of the performance plan, discussion record and signature page on the appropriate TSA form and any supporting or related documentation concerning performance shall be maintained in the locally maintained EPF. (TSA 7/17/12; AFGE agreed 7/17/12)

## **K. IMPROVING PERFORMANCE**

1. Improving the deficient performance of employees is in the best interests of the individual employee and promotes the efficiency and effectiveness of TSA. (TSA 6/13/12; AFGE

 8/1/12 RB

RATIFICATION COPY

8/1/12

agreed 7/17/12)

2. The objective of the performance improvement process is to eliminate deficiencies in the employee's performance and be corrective in nature. (TSA 7/17/12; AFGE agreed 7/17/12)
3. This process is not intended to address misconduct. (Parties agreed 7/18/12)
4. Performance deficiencies should be addressed as soon as they become evident. Many deficiencies may be addressed through interactions between the employee and rating official. (TSA 6/13/12; AFGE agreed 7/17/12)
5. A Performance Improvement Plan (PIP) may be issued at any time during the performance period and not only at the mid-year or end-of-year review. (TSA 5/25/12; AFGE agreed 7/17/12)
6. Management will hold a meeting with the employee to issue and discuss the PIP. As part of the PIP discussion process, the employee will be afforded the opportunity to make verbal or written comments. The employee and management official will sign and date the PIP, indicating that the employee has received a copy. Upon request, an employee may have a personal representative present during a meeting at which the PIP is issued provided that securing such representative does not unreasonably delay the issuance of the PIP. (TSA 7/19/12; AFGE agreed 7/19/12)
7. PIPs issued to employees will, at a minimum, contain the following elements: (TSA 7/19/12; AFGE agreed 7/19/12)
  - a) Identification of the Area(s) in which the Officer's performance is deficient; (Parties agreed 7/18/12)
  - b) An explanation and/or examples of the specific duties which are not being performed adequately; (AFGE 4/27/12; TSA agreed 7/18/12)
  - c) Actions required for the employee to demonstrate satisfactory performance (TSA 7/18/12; AFGE agreed 7/18/12)
  - d) A statement that the Officer will be given a minimum of sixty (60) days to demonstrate improvement in performance; (AFGE 4/27/12; TSA agreed 7/19/12)
  - e) A description of the type(s) of assistance TSA will make available (e.g., formal and/or on-the-job training, increased supervision, etc.) (AFGE 4/27/12; TSA Agreed 7/18/12)
  - f) A warning of the possible consequences of unimproved performance. (TSA 7/18/12; AFGE agreed 7/18/12)

 8/1/12 RB

RATIFICATION COPY

8/1/12

8. The rating official will keep the Officer informed of his/her progress by means of counseling as appropriate. At the end of the PIP period, the Officer's performance will be reviewed by the rating official. If the rating official determines that the employee satisfied the requirements of the PIP and improved performance to an acceptable level, the rating official may end the PIP at that time. (Parties agreed 7/18/12)
9. One rating official will issue and monitor the PIP. This rating official should have direct knowledge of the Officer's deficiencies. However, in the case of rotating Officers and/or rating officials, the rating official issuing the PIP may, subsequent to issuing the PIP, consult with, and be provided with input from, other rating officials who will directly supervise the Officer's work during the PIP period. (AFGE 4/27/12; TSA agreed 7/18/12)

#### **L. REPORTING (AFGE 4/27/12)**

At the end of the performance year, TSA will provide to AFGE National Headquarters a report of the rating level distribution by airport. (TSA Counter 7/19/12 to replace J #1-4; AFGE agreed 7/19/12)

#### **M. GRIEVANCES**

Employees may grieve their final end-of-year performance rating. Employees may bring concerns regarding their mid-year reviews to the Reviewing Official (generally, the Rating Official's immediate supervisor) for consideration and resolution. (TSA 7/18/12; AFGE agreed 7/18/12)

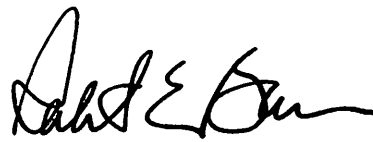
#### **N. IMPLEMENTATION**

This Article will be implemented at the beginning of performance cycle 2013 or thirty (30) days after ratification, whichever is later. (Parties agreed 7/18/12)

 8/1/12  
RB

RATIFICATION COPY



 8/1/12

## Article 2: Awards and Recognition Process

- A. **PURPOSE:** Recognition of employee accomplishments is an important element in effective workforce management. The awards and recognition process under this Article provides guidance for recognizing employee accomplishments, and individual or team achievements that contribute to TSA's mission. **(AGREED 7/26/12)**
- B. This Article contains the process for distributing awards and for recognizing achievements of employees. No later than ninety (90) calendar days following the commencement of the first performance year in which this Article applies, the Parties will publicize the process, to include procedures, appropriate forms, and time frames, associated with this Article to employees. **(AGREED 7/19/12)**
- C. **AWARD CATEGORIES:** Awards and recognition categories and criteria are detailed in TSA Management Directive 1100.45-1, Awards and Recognition, and any subsequent revisions. Management retains the right to add, rescind or amend awards, award categories and award criteria during the period of this Agreement. As of the effective date of this Agreement, the following awards are in effect: **(AGREED 7/26/12) 7/31 10:52**
1. *Awards:* Recognition of an Officer(s) contributions that are both significant and beyond the scope of achievement normally expected as part of the Officer's job. **(AGREED 6/12/12)**
  2. *Attendance Award:* A cash award designed to recognize employees for their sustained availability in the workplace. **(AGREED 6/12/12)**
  3. *Career Service Recognition:* The periodic recognition of an employee for creditable years of Federal service or recognition of total years of service upon retirement. **(AGREED 6/12/12)**
  4. *Distinguished Career Service Award:* The Secretary of Homeland Security or the Assistant Secretary may grant this award to retiring employees with more than 20 years of Federal service who are deemed to have made significant contributions to the Federal service during their careers. **(AGREED 6/12/12)**
  5. *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. **(AGREED 6/12/12)**
  6. *John W. Magaw Leadership Values Award:* This is an annual recognition by the Assistant Secretary of an individual who has significantly contributed to the advancement of the TSA mission while demonstrating outstanding leadership values. Selection will be made by the Assistant Secretary. **(AGREED 6/12/12)**
  7. *On-the-Spot (OTS) Awards:* Monetary awards of a net amount after required tax withholding of \$50 to \$250 which provide immediate recognition for worthy non-

recurring contributions. Designated management officials should recognize an employee(s) as quickly as possible after the worthy contribution when granting an on-the-spot award. **(AGREED 6/12/12)**

8. *Performance Awards*: A performance award is a lump-sum, cash award designed to recognize employees for their accomplishment of duties. **(AGREED 7/19/12)**
9. *Special Achievement Award (SAA)*: A one-time, lump sum cash award granted in recognition of an employee's significant one-time contribution related to official employment. **(AGREED 6/12/12)**
10. *Time-Off Award*: An excused absence from duty granted to an Officer(s) for use without charge to leave or loss of pay. Time-off awards recognize an Officer(s) work accomplishments. **(AGREED 6/28/12)**

**D. LOCAL AIRPORT AWARDS AND RECOGNITION:** Nothing in this Article precludes Federal Security Directors (FSDs) or their designees from developing and using additional awards (e.g. "Employee of the Month") and/or means of recognizing employees appropriate to their airports (e.g. certificates, plaques, etc). **(AGREED 7/26/12) 7/31 10:53**

**E. GENERAL:**

1. The TSA 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. **(AGREED 6/28/12)**
2. Awards that provide monetary recognition will be in the form of a lump sum payment. **(AGREED 6/28/12)**
3. Management is responsible for ensuring that awards and recognition are based on merit and documented in accordance with TSA criteria and policy. **(AGREED 7/20/12)**
4. TSA will provide the Union with an electronic annual report on the awards program for bargaining unit employees which contains the annual awards allocation for each airport and the total expenditure of the awards budget per airport. **(AGREED 7/31/2012)**
5. Awards and recognition may not be used as a substitute for overtime pay, promotion, or any other purpose not compatible with the criteria for awards and recognition described in this Article and in TSA Management Directive 1100.45-1, Awards and Recognition, and any subsequent revisions. **(AGREED 7/19/12)**
6. Documentation will be provided to all award and recognition recipients detailing the award and the exceptional contribution leading to the employee's recognition. **(AGREED 7/19/12)**

7. TSA will continue to publish award criteria by making TSA Management Directive 1100.45-1, Awards and Recognition, and any subsequent revisions available on TSA's I-Share. **(AGREED 7/26/12)**
8. Management will consider for award recognition 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. **AGREED 7/31 10 :57**

**F. JOINT AWARDS COMMITTEES:**

1. At the commencement of each performance year, the Federal Security Director (or designee) and the local AFGE president will establish a Joint Awards Committee (JAC) at CAT X, I, and II (hub) airports. Such committees will be made up of an equal number of employees and local TSA management. The FSD has the discretion to increase the percentage of employees participating on the JAC to greater than fifty percent (50%) of the total, however, at least one member of the JAC must be a management official. Representatives are generally expected to serve on the JAC for the entire performance year. **(AGREED 7/19/12)**
2. Employees will be selected to serve on the JAC in accordance with the following process: **(AGREED 7/19/12)**
  - a) All employees are eligible to apply to serve on the JAC. **(AGREED 7/19/12)**
  - b) Management will post a solicitation announcement electronically for a minimum of seven (7) calendar days and on official bulletin boards, where such exist, for a minimum of seven (7) calendar days. **(AGREED 7/19/12)**
  - c) The area of consideration will be either a specific airport or a hub and spoke(s), as determined by management. **(AGREED 7/19/12)**
  - d) Interested employees must apply in accordance with the requirements of the internal announcement prior to the closing date of the announcement. **(AGREED 7/19/12)**
  - e) The internal announcement must include the following information: **(AGREED 7/19/12)**
    - i. Opening and closing dates
    - ii. Area of consideration
    - iii. Description of duties and responsibilities of JAC membership
    - iv. Qualification requirements and disqualifying criteria
    - v. Point of contact information**(AGREED 7/19/12)**
  - f) Applications will be reviewed by the FSD or designee and the local AFGE president who will jointly select the bargaining unit members of the JAC. **(AGREED 7/31/12)**

3. **JAC Procedures:**

- a) Employees serving on the JAC will do so on duty time. **(AGREED 7/19/12)**
  - b) With the exception of performance awards, the JAC will evaluate awards and recognition nominations for employees only and submit recommendations for such awards to the designated management official for final approval. All JAC members are responsible for assuring that recommendations for awards and recognition are based on merit and consistent with criteria set forth in TSA Management Directive 1100.45-1, Awards and Recognition, effective August 3, 2006. **(AGREED 7/26/12)**
  - c) The required quorum for any JAC meeting is at least three members, two employees and one from management. **(AGREED 7/19/12)**
  - d) To ensure the JAC is prepared to execute its responsibilities under this Article, each JAC will prepare a charter and will review these procedures when necessary. **(AGREED 7/19/12)**
4. JAC deliberations concerning awards nominations and recommendations will be considered confidential by both Parties and JAC members and as such, will not be publicized to the bargaining unit. This provision is not intended to prohibit either party or JAC members from presenting evidence or providing testimony regarding the conduct of a JAC member in a third party proceeding (e.g., arbitration, EEO complaint or any other aspect of TSA's unitary dispute resolution system) where such evidence or testimony is relevant or necessary to the adjudication of the case. **(AGREED 7/19/12)**
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). **(AGREED 7/19/12)**
6. Management has the discretion to grant awards under this Article without conducting a formal nomination process. However, when management grants an award under this Article, the awardee(s) will be notified of the management official granting the award and a brief description of the basis for the award. **(AGREED 7/19/12)**

When granting a Special Achievement Award under Section C.9 of this Article, Officers may request and TSA managers will consider providing the award in the form of time off under Section C.10 of this Article, in an amount with a cost equivalent to but not more than the dollar value of the award. **(AGREED 7/19/12)**

**G. AWARDS AND RECOGNITION NOMINATION PROCEDURES:**

- 1. Nominations will be submitted on the official TSA Award Recommendation and Approval Form (TSA 1140). **(AGREED 7/19/12)**

2. Nominations for awards and recognition under this process will be submitted in the following ways: **(AGREED 7/19/12)**
  - 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 Officer who uses or benefits from the group's/team's services or products. **(AGREED 6/28/12)**
  - b) Employees may be nominated by a peer/co-worker; a manager or supervisor. **(AGREED 7/19/12)**
3. To ensure Officer initiated nominations have been processed and forwarded to the JAC, Officers may also provide a copy of submitted nominations to his/her 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. **(AGREED 6/28/12)**
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. **(AGREED 7/19/12)**
  - a) 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. **(AGREED 7/19/12)**
  - b) Within fourteen (14) calendar days from the closing date for nominations, the JAC may meet to evaluate the nominations. The JAC will use consensus decision making methods, to recommend to management which nominees should receive awards and, may also recommend award amounts if delegated the authority in the local charter. If the JAC is unable to reach consensus, a majority vote (i.e., more than fifty percent (50%)) of the JAC members present at the meeting will determine whether the JAC will forward a nomination as an award recommendation. **(AGREED 7/19/12)**
5. In accordance with applicable law, rule and regulation, Officers may not receive awards under this process for the performance of union representational functions. **(AGREED 6/12/12)**
6. Within thirty (30) calendar days of receiving the JAC or management recommendations, the official with award approval authority will consider the recommendations and accept, modify or reject them. If the recommendation is rejected, the JAC may request a short explanation for the rejection from the designated management official and submit a written request for reconsideration to the designated management official. **(AGREED 7/31 10:58)**

#### **H. GRIEVANCE RIGHTS:**

1. Employees and/or AFGE may not grieve the failure to receive an award and/or recognition without evidence that TSA policies and procedures or the provisions of this Article have not been appropriately applied. **(AGREED 8/1/12)**

2. Employees and/or AFGE may not grieve the selected type, monetary amount or value of an award and/or recognition. (**AGREED 8/1/12**)

*John Gage* 8/1/12 *Natasha Ben*

### Article 3: Attendance Management Process

- I. This Article sets forth the attendance management process for employees. The parties recognize:
1. 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 **AGREED 7/16/12**
  2. Leave is provided to allow 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 **AGREED 7/16/12**
  3. The parties agree to a standardized leave policy and system to accrue and use leave across all facilities in accordance with TSA Management Directive 1100.63-1, *Absence and Leave*, and Handbook dated October 5, 2011, and this Article. In the event of a conflict, the provisions of this article shall govern. **AGREED 7/20/12**

## II. LEAVE PROCEDURES

### A. General

1. Employees will use OPM Form 71, or electronic version, *Request for Leave or Approved*, (OPM 71) when requesting leave. Local offices are not authorized to modify OPM 71 or to develop and use other forms to request leave. **AGREED 7/18/12**  
  
The employee's leave request (OPM 71) should include the day(s), type of leave requested, and number of hours. If the request is for less than a full day, it will include the specific hours (from-to). **AGREED 7/18/12**
2. 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. **AGREED 6/25/12**
3. Employees should notify management 60 minutes prior to the start of the employee's scheduled shift to request unanticipated leave. In the event the employee is presented with circumstances that would reasonably preclude him/her from contacting management, notification should be made as soon as possible. **AGREED 7/16/12**. Upon return to duty, the employee will submit a completed OPM 71 and documentation that might be required to substantiate the absence. **AGREED 7/20/12**

4. The minimum charge for leave categories is 15-minute increments, except military leave is charged in one-hour increments. **AGREED 7/16/12**
5. Management will timely approve or deny leave requests and provide a copy of the leave request (OPM 71) to the employee. When denying an employee's leave request, management will indicate the reason for the denial on the employee's OPM 71. Management will file the approved or denied leave request (OPM 71) with the employee's time and attendance records. Such records will not include detailed medical documentation. **AGREED 7/20/12**
6. Management may meet with the employee at any time to review and/or discuss his/her attendance record. Employees may participate in this discussion. The employee will be given the opportunity to advise management of any reasons or extenuating circumstances concerning any attendance issues. Management and the employee are encouraged to discuss strategies for improving the 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 employee of their rights under FMLA. **AGREED 7/19/12**. Either party may issue internal guidance that does not conflict with this Article to their managers or union officials on this subsection. Such guidance will not trigger a bargaining obligation. **(AGREED 7/31/12 3:24pm)**

### III. TYPES OF LEAVE

#### B. ANNUAL LEAVE

1. The use of accrued annual leave is the right of the employee, subject to the right of the Employer to approve the time at which leave may be taken. **AGREED 6/25/12**
2. Employees will timely receive a copy of both approved and denied requests for annual leave. **AGREED 7/16/12**
3. Employees may use annual leave in lieu of sick leave subject to the rules governing the use of sick leave. **AGREED 7/20/12**
4. In accordance with the provisions of Article XX, Shift and Annual Leave Bid Process, an annual leave bid will be offered prior to the beginning of the leave year. At the conclusion of the annual leave bid, annual leave requests will be reviewed and approved on a first come basis. **AGREED 7/18/12**
5. Leave requested in accordance with this Article will be approved absent a legitimate operational need. **AGREED 7/20/12**
6. Advancing Annual Leave:

- i. Full-time and part-time 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 employee if there is a likelihood that the employee will retire, be separated, or resign from the Department before the date the employee will have earned the leave. The advancement of annual leave is not an entitlement. **AGREED 7/20/12**
- ii. Upon separation from TSA, (e.g., retirement, resignation, or removal) employees must repay the balance of any remaining advanced annual leave. An employee may submit a written waiver for the unpaid balance. **AGREED 7/19/12**

7. Restoration of Annual Leave

- i. Leave requested and approved on or before November 1 is eligible for restoration. **AGREED 7/18/12**
- ii. If scheduled and approved annual leave is forfeited, it can be restored for employee use if it meets one of the criteria set below:
  - 1. Exigencies of the public business-Annual leave that was scheduled and approved but cancelled as a result of an operational exigency is eligible for restoration. In order for a supervisor to cancel leave based on an operational exigency, he/she must show that there was no reasonable alternative to canceling the leave and that another employee could not perform the work. The supervisor must also advise the affected employee of operational exigency that necessitates the cancellation of leave . (**AGREED 7/20/12**)
  - 2. Sickness-Absent unusual circumstances, annual leave scheduled during the last quarter of the leave year that could not be used because of an employee's illness or injury would be approved for restoration. **AGREED 7/20/12**
  - 3. 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 an agency representative **AGREED 7/20/12**

8. Requesting Restoration of Annual Leave: Employees who forfeit annual leave because of exigencies of the public business, sickness, or administrative error may request to have the leave restored following the end of the affected leave year. Leave must be forfeited before a request for restoration can be submitted. Employees must complete TSA Form 1185 (Annual Leave Restoration Request) when requesting restoration of annual leave **AGREED 7/19/12**

9. Using Restored Annual Leave: Restored annual leave is maintained in a separate leave account and does not change the employee's annual leave ceiling (e.g., 240 hour maximum). However, restored annual leave must be scheduled and used by the end of the leave year ending two (2) years after the leave year in which the leave was restored **AGREED 7/19/12**

10. Employees whose request for restored annual leave has been approved will have the leave timely restored following the end of the leave year. **AGREED 7/19/12**

### **C. SICK LEAVE**

1. Sick leave is a benefit that may be used by the employee for any of the following reasons:
  - i. Medical, dental, or optical examination or treatment;
  - ii. Incapacitation due to physical or mental illness, injury, pregnancy, or childbirth;
  - iii. To prevent exposure of a communicable disease to other employees and/or the general public;
  - iv. To participate in activities related to the adoption of a child; and
  - v. For medical related family care and bereavement purposes. **AGREED 7/18/12**
2. In the event of unanticipated absence, employees will call the designated telephone number for call-outs at their airport. An employee who expects to be absent more than one day will inform the supervisor of the expected date of the return to duty. In the case of extended illness, for which the employee has provided medical documentation or management has confirmed the employee's incapacitation, daily reports will not be required. Upon return to duty, the employee will submit the OPM 71 for the length of the absence. **AGREED 7/19/12**
3. If an employee has insufficient sick leave accrued, the employee can request LWOP or other available leave for an absence for which sick leave would otherwise be appropriate. **AGREED 7/20/12**
4. Safeguarding medical documentation:

- i. Medical documentation relating to an employee or an employee's family member must not be attached to the employee's time and attendance records, including OPM Form 71 Request for Leave or Approved Absence, and must not be included in the employee's Official Personnel Folder (OPF), eOPF, or locally maintained employee files, and will be maintained in a separate file. **AGREED 7/19/12**
- ii. Medical documentation shall be protected and secured at all times and not left out for access/viewing by unauthorized individuals. Such documentation is confidential information, covered by the Privacy Act, and must be stored in a locked cabinet. Retention and access to such information shall be in accordance with TSA MD 1100.63-1/Handbook (Absence and Leave) **AGREED 7/19/12**
- iii. Access to the medical documentation will be restricted to management officials on a bona fide "need to know" basis. **AGREED 7/19/12**
- iv. Individuals performing timekeeping functions do not have a need to know the medical reason an employee has requested sick leave, LWOP, other paid leave, or leave under FMLA. Information concerning an employee's or an employee's family member's health condition should not be kept with the payroll records or recorded in the payroll system. **AGREED 7/18/12**

## 5. Approving Sick Leave Requests

- i. Leave approving officials shall not deny an employee's use of accrued sick leave for which administratively acceptable documentation has been provided unless there is specific knowledge of that employee's abuse of sick leave. **AGREED 7/18/12**
- ii. Administratively Acceptable Documentation for the approval of sick leave is as follows:
  - (1) Self-Certification:
    - a) Documentation of Sick Leave Absences of Three (3) Days or Less: An employee's completed OPM 71, *Request for Leave or Approved Absence*, will be used as self-certification for sick leave absences of three (3) days or less, unless the employee is on leave restriction or management has specific knowledge of employee misuse or abuse of leave. **AGREED 7/16/12**
  - (2) Medical Certification
    - a) Documentation for sick leave absences of more than three (3) days: For sick leave absences of more than three (3) days, management

may require an employee to submit a health care provider's certification that includes the duration of the employee's absence, clearly states that the employee was incapacitated for duty, and is signed and dated by the physician or authorized health care provider. **AGREED 7/18/12**

- b) On a case-by-case basis, management may consider and accept the employee's written statement explaining the absence and self-certification as acceptable documentation of sick leave absences of more than three (3) days. **AGREED 7/18/12**
- c) When a medical certification is required it shall apply only to the current medical condition for which the employee is seeking leave. **AGREED 6/15/12**
- d) Without the employee's written authorization, management may not contact the employee's physician or healthcare provider to obtain medical information. **AGREED 7/18/12**
- e) Management may contact the employee's physician or healthcare provider to determine the authenticity of the documentation provided by the employee. **AGREED 7/18/12**

(3) Medical Documentation

- a) Employees on sick leave for thirty (30) calendar days or more are required to submit detailed medical documentation from the health care provider to substantiate the absence. The employee may be required to subsequently submit documentation every thirty (30) calendar days that identifies the employee's progress and expected return to work date. **AGREED 7/18/12**
- b) When detailed medical documentation is required it shall apply only to the current medical condition for which the employee is seeking leave. The detailed medical documentation, at a minimum, should provide the following:
  - i. Date the medical condition began;
  - ii. Clearly state that the employee is/was incapacitated for duty;
  - iii. Provide information on how the condition affects the employee's ability to perform the duties of the position;
  - iv. Identify the expected duration of the employee's absence; and
  - v. Have the date and signature of the employee's personal physician or authorized health care provider.**AGREED 7/18/12**

## 6. Sick Leave Restriction

- i. The following may be indicators of a pattern of sick leave usage that may require a discussion between the employee and the supervisor when there is repeated and frequent sick leave use for:
  - a. Absences when annual leave is denied; or
  - b. Absences on the days before or after a holiday; or
  - c. Absences on the days before or after an employee's regular day off; or
  - d. Absences following overtime worked; or
  - e. Repeated absences on any one specific day; or
  - f. Continued pattern of maintaining zero or near zero leave balances, or
  - g. A pattern of using leave as soon as it is accrued. **AGREED 7/19/12**
- ii. In individual cases, if there is evidence that an employee's leave pattern may indicate that an abuse of sick leave exists, management will meet with the employee to review the employee's attendance record. The employee will have the opportunity to advise management of any reasons and any extenuating circumstances that should be considered with regard to his/her sick leave usage. Management and the employee are encouraged to discuss strategies for improving the employee's attendance during this discussion. **AGREED 7/19/12**
- iii. If the employee's leave pattern continues, management may place the employee on sick leave restriction. If sick leave restriction is imposed, the employee will be advised in writing that a medical certificate may be required for each subsequent absence for which sick leave is requested. **AGREED 7/19/12**
- iv. Management will review the attendance record of an employee on leave restriction at least once every five (5) months. If the employee's attendance issue(s) no longer exists, management will lift the leave restriction. Management will provide the employee with notice in writing of whether or not management has lifted the leave restriction. **AGREED 7/20/12**

## 7. Advanced Sick Leave

- i. Sick leave may be advanced to employees who have exhausted all of their available sick leave. The advancement of sick leave is not an employee entitlement. **AGREED 7/18/12**

- ii. A full-time employee may be granted up to a maximum of 30 days (240 hours) of advance sick leave for a personal illness, medical appointments, adoption purposes, or to provide care for a family member. The total amount of sick leave that may be advanced to a part-time employee is prorated based on his/her tour of duty. **AGREED 7/18/12**
- iii. An employee may repay advanced sick leave by one of the following:
  - (1) 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;
  - (2) Substituting donated leave, received under the Voluntary Leave Transfer Program, for the advance sick leave;
  - (3) Accrual of sick leave; or
  - (4) A monetary settlement upon separation from Federal Service.**AGREED 7/18/12**

8. Substitution of Sick Leave for Annual Leave

- i. If an employee or family member becomes ill within a period of annual leave, the employee may be granted sick leave for the period of illness. **AGREED 7/18/12**
- ii. An employee must request the change to sick leave as soon as possible, generally within one pay period, and must provide administratively acceptable documentation to substantiate the illness. **AGREED 7/18/12**

**D. FAMILY AND MEDICAL LEAVE ACT (FMLA):**

- 1. General Information: TSA shall apply Title II of the Family and Medical Leave Act (FMLA) to TSA bargaining unit employees. **AGREED 7/20/12**
- 2. Leave Entitlement
  - i. 12-week entitlement during a 12-month period for basic FMLA leave is available for one or more of the following reasons:
    - (1) The birth of a son or daughter of the employee and the care of that child;
    - (2) The placement of a child with the employee for adoption or foster care;

- (3) The care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or
- (4) A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of the employee's position. (AFGE 6/25/12) **AGREED 7/20/12**

- iii. 12-week entitlement for a qualifying exigency arising out of the fact that the 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. **AGREED 7/20/12**
- iv. 26-week entitlement during a 12-month period for FMLA leave to care for a covered service member with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of a covered service member. **AGREED 7/20/12**

### 3. Employee Eligibility

- i. Under the provisions of Title II FMLA, TSA employees are eligible for up to 12 or 26 administrative weeks of leave without pay (LWOP) in a 12-month period for certain family and medical needs. **AGREED 7/20/12**
- ii. To be eligible for leave under Title II FMLA, an employee must earn sick and annual leave and must have worked for the TSA or the Federal Government in a civilian capacity for at least 12 months. It is not necessary for the 12 months to be recent or consecutive, nor is there a requirement to work a specific number of hours to attain eligibility. (AFGE 6/25/12) **AGREED 7/20/12**

### 4. Agency Notification Requirements

- i. TSA shall inform employees of their entitlement to LWOP under FMLA. At a minimum, organizations should post the FMLA fact sheet in areas accessible to employees. In addition, when 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 employees of their entitlement. **AGREED 7/20/12**
- ii. Offices should also post the Department of Labor (DOL) publication, WHD Publication 1420, "Employee Rights and Responsibilities Under

the Family and Medical Leave Act." This publication is available on the DOL web site. **AGREED 7/20/12**

- iii. When an employee is going to be absent for an extended period of time, management has an obligation to inform the employee of his/her eligibility for LWOP under FMLA. **AGREED 7/20/12**
- iv. During new employee orientation, employees shall be advised of FMLA and related provisions. **AGREED 7/20/12**

## 5. Employee Responsibilities Under FMLA

- i. Employees must invoke their entitlement to leave under FMLA. An employee may not be placed on LWOP under FMLA without the verbal, written or explicitly implied consent of the employee. **AGREED 7/20/12**
- ii. Employees must give at least 30 calendar days' notice if the need for leave is foreseeable. If the employee fails to give 30 calendar days notice with no reasonable excuse or explanation, the supervisor may delay the approval of family and medical leave under FMLA until 30 calendar days after the date notice was provided. If the need for leave is unforeseeable and the employee is unable to provide advance notice due to circumstances out of his/her control, the leave will not be delayed or denied. **AGREED 7/20/12**
- iii. Employees must provide written medical documentation of the serious health condition that is the basis for the FMLA request. **AGREED 7/20/12**
- iv. Employees may not invoke their entitlement to FMLA retroactively. However, if an employee or his/her personal representative are physically or mentally incapable of invoking the employee's entitlement to FMLA during the entire period in which the employee is absent from work for an FMLA qualifying purpose, the employee may retroactively invoke his/her entitlement to FMLA within two workdays after returning to work. **AGREED 7/20/12**
- v. Employees requesting FMLA leave are responsible for following established leave requesting procedures, including procedures for requesting unscheduled leave. **AGREED 7/20/12**
- vi. Subject to the patient's medical needs as determined by the attending health care provider, employees must make a reasonable effort to schedule foreseeable planned medical treatment so as not to unduly disrupt the operations of the airport. **AGREED 7/20/12**

- vii. While in a LWOP status under FMLA, 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.  
**AGREED 7/20/12**
- viii. Employees on LWOP over 30 calendar days should complete the appropriate documentation to ensure benefits are maintained. **AGREED 7/20/12**
- ix. Employees are responsible for notifying management of their intent to substitute applicable paid leave for LWOP under FMLA. Employees may not retroactively substitute paid leave for LWOP used under FMLA. An exception may be made for employees awaiting donations via the VLTP.  
**AGREED 7/20/12**

## 6. Serious Health Condition

- i. A serious health condition means an illness, injury, impairment, or physical or mental condition which requires either:
  - (1) In patient 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
  - (2) 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.
  - (3) Continuing treatment by a health care provider may include one or more of the following:
    - a) A period of incapacity of more than three consecutive calendar days including any subsequent treatment or period of incapacity relating to the same condition, that also involves:
      - 1. Treatment two or more times by a health care provider, by a health care provider under direct supervision of the affected individual's health care provider, or by a provider of health care services under the orders of, or on referral by a health care provider; or
      - 2. Treatment by a health care provider on at least one occasion

which results in a regimen of continuing treatment under the supervision of the health care provider.

- b) Any period of incapacity due to pregnancy, or for prenatal care, even if the affected individual does not receive active treatment from a health care provider during the period of incapacity or the period of incapacity does not last more than three consecutive calendar days.
- c) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition that:
  - 1. Requires periodic visits for treatment by a health care provider or by a health care provider under the direct supervision of the affected individual's health care provider;
  - 2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - 3. May cause episodic rather than a continuing period of incapacity. The condition is covered even if the affected individual does not receive active treatment from a health care provider during the period of incapacity or the period of incapacity does not last more than three consecutive days.
- d) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The affected individual must be under the continuing supervision of, but need not be receiving active treatment by a health care provider.
- e) Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment. **AGREED 7/20/12**

## 7. Approving a Request for Leave Under FMLA

- i. When an employee requests leave under FMLA, management must determine whether the employee is eligible. If the request is to care for a family member, the employee and the family member must be eligible. **AGREED 7/20/12**
- ii. Management cannot require an employee to use all available appropriate paid leave before approving a request for LWOP under FMLA. **AGREED 7/20/12**

- iii. When limited or no medical documentation is provided, management must provisionally approve the request for leave under FMLA and request medical documentation concerning the serious health condition that will allow management to make an informed decision on the request. The provisional approval and request for medical documentation should be written. **AGREED 7/20/12**
- iv. An employee must provide the written medical certification as described in TSA MD 1100.63-1/Handbook (Absence and Leave), dated October 5, 2011, signed by the health care provider, no later than 15 calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstance to provide the requested medical certification no later than 15 calendar days after the date requested despite the employee's diligent and good faith efforts, the employee must provide the medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date that the agency requests such medical certification. If the employee is unable to provide the medical certification, the FMLA request may be disapproved. **AGREED 7/20/12**
- v. The appropriate management official shall provide employees with written notification of FMLA leave request approvals and denials. Any denial should include the reason for denying the request. **AGREED 7/20/12**

#### **E. COMPENSATORY TIME**

- 1. TSA has three types of compensatory time off that may be earned and used by TSA employees: compensatory time off in lieu of overtime pay; compensatory time off for travel; and compensatory time off for religious observances. **AGREED 7/20/12**
- 2. Employees may use compensatory time for vacations, rest and relaxation, family needs, personal business and for situations generally covered by sick leave. **AGREED 7/20/12**
- 3. For religious observances, when deciding whether an employee's request for an adjusted work schedule should be approved, management should not make any judgment about the employee's religious beliefs or his or her affiliation with a religious organization. **AGREED 7/20/12**
- 4. Accrued compensatory time in lieu of overtime must be used within on year (26 pay periods) of the date earned/accrued. At the end of the 26 pay period time limit of when the employee separates from TSA, all unused compensatory time off in lieu of

overtime pay hours will be paid out for non-exempt employees at the overtime rate at which the hours were earned. **AGREED 7/20/12**

#### **F. COURT LEAVE**

1. An 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. **AGREED 7/19/12**
2. Even though no compensation is received for serving as a juror or witness in a federal court, 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 employee; "fees for services rendered" must be submitted to the appropriate financial office. **AGREED 7/19/12**

#### **G. EXCUSED ABSENCE**

1. TSA may grant an eligible employee an excused absence from duty without loss of pay and without charge to an employee's personal leave accounts as set forth in TSA policy. **AGREED 7/20/12**
2. Excused absence may be granted to attend a TSA job interviews. **AGREED 7/20/12**
3. Excused absence should also be authorized for the following:
  - i. Registration and Voting
  - ii. Military, Law Enforcement, and Officer Funerals
    1. 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.
    2. Employees may be granted excused absence to attend the funeral of a fellow active or retired TSA officer based on operational needs.
  - iii. Funeral Leave (Member of the Armed Forces)
  - iv. Professional Organizations Conferences and Conventions

1. TSA may grant employees excused absence to attend conventions, conferences, and meetings of professional organizations when it is determined it will be of benefit to the employee and TSA.
  2. Although the employee is granted excused absence, TSA is not obligated to pay (or reimburse the employee) for any cost (e.g., conference fees, travel expenses, etc.) related to the conference or convention. **(AGREED 7/31/12)**
- v. Leave for Bone Marrow and Organ Donations
  - vi. Blood Donations
  - vii. Officially Sponsored Physical Fitness Programs. Fitness Centers, and Health Units
  - viii. Disruptions to Operations
    1. Federal Security Directors are delegated authority to excuse 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. FSDs may re-delegate this authority to grant excused absences no lower than the Assistant Federal Security Director (AFSD).
    2. Excused absences may be granted for disruptions to operations resulting from emergencies.
  - ix. Absences Due to Traffic Citations— An 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 employee must present documentation of the court's findings to the manager to be granted excused leave. **AGREED 7/20/12**

## H. ADMINISTRATIVE LEAVE:

1. General Information
  - i. Administrative leave is the placement of an employee in a paid non-duty status when the employee's continued presence in the workplace may pose a threat to the employee or others, result in loss of or damage to Government property, or otherwise jeopardize legitimate Government interests. **AGREED 7/20/12**
  - ii. Decisions to place an 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. **AGREED 7/20/12**

- iii. While on a period of administrative leave, the employee's work schedule should be adjusted to a conventional schedule occurring Monday through Friday, 8:00 am to 4:30 pm. **AGREED 7/20/12**
- iv. During a period of administrative leave, the employee is responsible for requesting appropriate personal leave when absent due to personal reasons (i.e., annual leave when on vacation or attending to personal business and sick leave when ill or for medical appointments/treatments). **AGREED 7/20/12**
- v. While on a period of administrative leave, employees retain the responsibility to schedule and use restored leave, projected "use or lose" leave, and compensatory time off to avoid forfeiture. **AGREED 7/20/12**

## **I. LEAVE WITHOUT PAY (LWOP):**

### **1. General Information**

- i. LWOP is a temporary approved absence from duty in a non-pay status that may be granted at the employee's request. LWOP is charged in 15 minute increments. In general, an employee may not be placed on LWOP unless it is at the employee's request. **AGREED 7/20/12**
- ii. As with any form of leave, periods of LWOP are requested using OPM Form 71, Request for Leave or Approved Absence and must be recorded in the employee's time and attendance records. **AGREED 7/20/12**
- 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. **AGREED 7/20/12**

### **2. Use of LWOP**

- i. LWOP may be approved for personal reasons when an employee has limited or no available paid leave. Generally, LWOP will not be approved for employees with more than 80 hours of annual leave available. **AGREED 7/20/12**
- ii. LWOP may be approved for educational purposes when the course of study or research supports the interest of TSA. **AGREED 7/20/12**
- iii. LWOP will be approved for employees awaiting approval of a disability retirement claim. **AGREED 7/20/12**

- iv. An employee receiving compensation from the Office of Workers' Compensation Programs (OWCP) will be approved for LWOP, including periods that exceed 6 months. All LWOP incurred by an employee while receiving compensation from OWCP is creditable service. **AGREED 7/20/12**
- v. 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 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 30 days, employees should complete TSA Form 1169. *Employees Entering Extended Military Active Duty Checklist*. Completion of this checklist allows employees to specify their intent regarding leave, health and life insurance, retirement, and the Thrift Savings Plan. **AGREED 7/20/12**
- vi. Disabled veterans 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. **AGREED 7/20/12**
- vii. Eligible employees are entitled to up to a maximum of 12 or 26 administrative workweeks of LWOP in a 12 month period under the Family and Medical Leave Act (FMLA) for certain personal and family emergencies. **AGREED 7/20/12**
- viii. Designated management officials may grant a reasonable period of LWOP (generally not to exceed five (5) days) for career transition related activities for 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. **AGREED 7/20/12**

## **J. ABSENCE WITHOUT LEAVE (AWOL):**

### **1. General Information**

- i. An employee's time may be charged as absence without leave (AWOL) when an 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. **AGREED 7/18/12**

- ii. Employees will be timely informed in writing of any charges of AWOL. **AGREED 7/20/12**
- iii. If an employee provides administratively acceptable documentation to substantiate an absence previously documented as AWOL, the charge to AWOL on the time and attendance report normally will be changed to the appropriate leave category. **AGREED 7/20/12**

2. **Tardiness:**

- a. An employee is tardy for his/her assigned shift when the employee is not at the designated time clock station or other designated location at the start of his/her shift. **AGREED 7/18/12**
- b. If the conditions or frequency of the tardiness do not warrant approval of leave, the tardiness may be charged to absence without leave (AWOL) if the tardiness is fifteen (15) minutes or greater. Management may only charge AWOL in increments of fifteen (15) minutes. When determining whether to approve leave, not charge leave, or charge AWOL, management will consider the amount of time the employee is tardy, mitigating circumstances, the frequency or pattern of such occurrences, and/or the employee's explanation for his/her tardiness. **AGREED 7/18/12**
- c. The supervisor may excuse occasional or unavoidable periods of tardiness, not in excess of 30 minutes. **AGREED 7/20/12**
- d. Breakdowns and delays involving the shuttle bus or other transportation within the airport may be considered as a mitigating factor in the event such service disruptions cause or contribute to an Officer reporting late for duty **AGREED 7/31/12 4:47**

**K. VOLUNTARY LEAVE TRANSFER PROGRAM (VLTP):**

- 1. The VLTP allows 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 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 employees during the new employee orientation and specific information will be timely provided when requested. **AGREED 7/20/12**
- 2. Donated leave, including annual leave, sick leave, and compensatory time, may be substituted retroactively for periods of leave without pay (LWOP) or used to liquidate indebtedness for advance annual leave or sick leave incurred as a result of the

approved medical emergency. The 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. **AGREED 7/31/12 1:19pm**

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. **AGREED 7/20/12**

3. The maximum amount of annual leave to be donated is no more than one-half of the annual leave earned during the current leave year. However, employees who have use or lose leave may donate up to 100% of use or lose leave. **AGREED 7/20/12**

#### **L. BREAKS**

1. A minimum 30-minute unpaid meal break shall be scheduled for any employee who works a daily tour of duty of at least eight (8) hours. 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, employees are not authorized to take meal breaks at the start or end of a shift. **AGREED 7/20/12**
2. A meal break may be granted at the employee's request if the employee is scheduled to work more than five (5) hours, but less than eight (8) hours. **AGREED 7/20/12**
3. A meal break is usually not provided if an employee is scheduled to work five (5) or fewer hours a day or if an employee works a split shift as the break between shifts can be used for such purposes. However, at the request of the employee management has the discretion to grant a meal break. **AGREED 7/20/12**
4. The length of the meal break extends an employee's workday by an equivalent amount of time. **AGREED 7/20/12**
5. Extended meal breaks, but no more than 120 minutes, may be authorized only for 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. **AGREED 7/20/12**
6. Employees shall have one 15-minute paid rest break for every four hours of scheduled duty. The Federal Security Director has the discretion to approve additional 15-minute paid rest breaks. In addition, the Federal Security Director has the discretion to minimize, postpone, or in rare instances eliminate rest breaks. **AGREED 7/20/12**

#### **M. HOLIDAYS**

The TSA benefits package includes ten Federal holidays (New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday/President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day) each calendar year. Employees and management should refer to TSA MD 1100.63-1/Handbook (Absence and Leave), for information regarding holidays and holiday pay. **AGREED 7/20/12**

## **II. TIME CLOCK STATIONS**

- A. The time clock is the designated clock station that the employee must use to clock in and out at the start and end of his/her shifts **AGREED 7/18/12**
- B. TSA will install a sufficient number of time clocks located in close proximity to where TSOs must report for pre-shift briefing. A TSO will be afforded sufficient time to arrive at the time clock coinciding with the end of his/her shift. **(AGREED 7/31/12 4:49pm)**
- C. Management will inform employees which time clock station they must use to clock in and clock out ("designated time clock station"). **AGREED 6/11/12**
- D. 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 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. **AGREED 7/16/12**
- E. Employees may not engage in any work before or after their scheduled shifts without prior management approval. Management may not countenance employees working before or after their scheduled shifts without granting approval for the additional work time. Employees must be paid for pre- or post-operational activities. **AGREED 7/18/12**

## **III. COLLATERAL EFFECT: See Appendix. (AFGE 8/1/12)**

#### ARTICLE 4: SHIFT AND ANNUAL LEAVE BID PROCESS

1. **PURPOSE:** In the interest of providing opportunities for employees to bid shifts and schedule annual leave and to ensure efficient operational coverage to meet mission requirements, this Article contains the provisions of the shift and annual leave bid process. (TSA Counter 5/21/12; AFGE agreed 6/6/12)
2. **DEFINITIONS:**
- A. Annual Leave Bid Line: A seven (7) calendar day period of time starting with Sunday and ending on the following Saturday. (Parties agreed 5/21/12)
- B. Seniority Date (SD): The SD is the TSA Entry on Duty (EOD) subject to the 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. (Parties agreed 6/6/12)
- C. 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 employee has been in the federal service. For an employee with no prior creditable civilian or military service, the SCD is the effective date of the employee's first federal civilian appointment. (Parties agreed 6/6/12)
- D. Shift Bid Line: Designation of the shift which may include certification requirements, type of employee (full-time/part-time), location, start time, end time and regular days off (RDOs), and gender. (Parties agreed 5/21/12)
- E. TSA Entry on Duty (TSA EOD): The date an employee began employment with TSA as reflected by the effective date on the employee's Notification of Personnel Action, Standard Form 50 (SF-50). (TSA Counter 5/21/12; AFGE agreed 6/6/12)
3. **RESPONSIBILITIES:**
- A. Management is responsible for providing employees with information about the shift and annual leave bid process at their respective airports or TSA facilities. Management will provide shift and annual leave bid process information to employees during the new hire orientation. Management will also provide shift and annual leave bid process information to employees transferring into their airports. AGREED 7/12/12
- B. Management is responsible for developing, maintaining, and monitoring the shift and annual leave bid process. Management may organize a scheduling committee made up of management and AFGE jointly-appointed employees to review bid proposals in advance of posting the final version of the shift and annual leave bid. Management will consider the committee's recommendations impacting bid lines. (AGREED 7/31/12 12:10pm)
- C. Employees are responsible for knowing and adhering to the shift and annual leave bid process in place at their respective airports or TSA facilities. If an employee transfers to another airport or TSA facility, it is the employee's responsibility to become familiar with and adhere to the shift and annual leave bid process in place at the new airport or TSA facility. (AFGE agreed 6/6/12; TSA agreed 6/7/12)

4. SHIFT BID PROCESS:

- 8/2/12  
RB
- A. At a minimum, management will conduct one (1) airport-wide shift bid for all employees on an annual basis ("the annual shift bid"). At airports where management conducts only one (1) airport-wide shift bid in a year, management must follow the process in Section 4(B) when filling vacant shift bid lines. 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 4(B) when filling vacant shift bid lines. (TSA Package 7/20/12; AFGE agreed 7/26/12)
- 12  
8/2/12  
RB
- B. When filling a vacant shift bid line outside of the annual bid process, all employees will be given the opportunity to bid on that shift bid line. Selection will be made in accordance with Section 4.K(iv). The shift bid line vacated by the selected employee may also be filled in this manner. Any subsequent vacated shift bid lines will be filled at the discretion of management. (TSA Package 7/20/12; AFGE agreed 8/2/12)
- 2  
8/2/12  
RB
- C. Management retains the discretion to conduct shift bids more frequently based on operational needs. When management determines that operational needs require an additional bid, (e.g. due to a change in airline schedule), the additional bids may be restricted to specific terminals. (AGREED 8/1/12 1:20pm)
- 6  
8/2/12  
RB
- D. Management at each airport will conduct a separate shift bid for each workgroup, i.e., Transportation Security Officers (TSOs), Lead Transportation Security Officers (LTSOs), Behavior Detection Officers (BDOs), and Security Training Instructors (STIs). (AFGE 5/18/12; TSA agreed 5/21/12)
- 8/2/12  
RB
- E. Trial period employees may be restricted from choosing a shift for ninety (90) days from their date of hire. Exceptions to this ninety (90) day restriction will be approved locally by the Federal Security Director (FSD) or designee. (Parties agreed 5/21/12).

- 8-2-12  
RB
- F. **Shift bid lines will include all pertinent information, such as location (i.e.. specific checkpoint, or baggage locations), required certifications (dual, passenger, baggage, equipment), type of employee (full-time/part-time), start time, end time, gender, and RDOs. Where a variable start time is required, it will be clearly noted on the bid line. If the RDOs are variable, the method of rotation will be clearly noted on the bid line. Assignment to a particular location does not restrict management from moving an employee to another location based on operational needs. Based on operational requirements, management may require employees to bid shifts based on gender, qualifications and documented medical restrictions. (AFGE 8/1/12; TSA does not agree 8/2/12 at 2:03 a.m.)**

8-2-12  
RB

*Shift bid lines will include all pertinent information, such as location (e.g., terminal, checkpoint, or baggage locations), required certifications (dual, passenger, baggage, equipment), type of employee (full-time/part-time), start time, end time, gender, and RDOs. Where a variable start time is required, it will be clearly noted on the bid line. If the RDOs are variable, the method of rotation will be clearly noted on the bid line. Assignment to a particular location does not restrict management from moving an employee to another location based on operational needs. Based on operational requirements, management may require employees to bid shifts based on gender, qualifications and documented medical restrictions. (TSA 8/1/12; AFGE does not agree 8/2/12)*

H.  
8/2

I.  
8/2

8/2  
18

not agreed

### 3 Bidding and Awarding Bids:

**An AFGE officer or designated representative will be present during the entire bid process to observe and assist officers who bid by telephone or proxy. (AFGE 8/1/12; TSA does not agree 8/2/12 at 2:04 a.m.)**

iv. AFGE and TSA will establish a national protocol for conducting a shift bid by proxy. (AFGE 8/1/12; TSA agreed 8/1/12)

vi. Employees are required to select a shift bid line that meets their current certifications (including equipment) and gender, if applicable. (TSA Package 7/20/12; (AGREED 8/1/12)

*On an annual basis, management will provide employees with the opportunity to express their interest in additional equipment certification training within their basic certification. (TSA 8/1/12)*

- i. If the number of employees who express interest is five (5) percent or less of the total number of bargaining unit employees at the airport, management will offer training to all of the employees who expressed interest. (AGREED 8/1/12)
- ii. If the number of employees who express interest is greater than five (5) percent of the total number of bargaining unit employees at the airport, management will offer training to the employees who expressed interest by seniority as defined in Section 4.K.iv of this Article, up to a total of five (5) percent of the total number of bargaining unit employees at the airport. (AGREED 8/1/12)

*Nothing in this Article prevents management from offering greater than five (5) percent of the total number of bargaining unit employees at the airport this training. (TSA 8/2/12 at 2:06 a.m.)*

~~Prior to the annual shift bid, management will fill anticipated openings in the planned checkpoint and/or baggage bidding rosters by offering the most senior, interested employees the opportunity to change certification. Such employees will exercise their seniority in the new certification during the annual shift bid process. Example: An airport has planned a bid for baggage zones that will require 80 full-time employees. There are currently only 76 employees qualified to work in baggage. Four (4) positions will be offered to the most senior, interested employees prior to the bid. Management will offer and fill the opportunities provided for in this section based on the number of bid lines at the time bid is posted. Employees must successfully pass all training and testing requirements for the new certification. (AGREED 8/1/12) (TSA withdrew 8/1/12)~~

Pilot Program for Shift and Annual Leave Bid Process (Passenger TSOs Bidding On Baggage TSO Schedules) (TSA 8/1/12; AFGE agreed 8/1/12)

The Parties agree to establish a pilot program that allows for TSOs certified for passenger screening the ability to bid on baggage screening bid lines. The Parties will mutually agree on the four (4) airports that will participate in this pilot program. This program will allow passenger TSOs and current dual function TSOs, the ability to bid on baggage screening bid lines on a seniority basis and to receive necessary training to accomplish related duties. (TSA 8/1/12; AFGE agreed 8/1/12)

Upon approval, the pilot airports will advise covered employees of the provisions and initiate the related bidding process for the next scheduled bid. In the event a shift bid has been initiated, the pilot will be implemented at the following scheduled shift bid. The process will be implemented as follows: (TSA 8/1/12; AFGE agreed 8/1/12)

- a. Passenger TSOs (not certified for baggage functions) and current Dual Function TSOs will be allowed to bid on dual function, baggage-assigned bid lines based on seniority. The number of bid lines will be based on the number of TSOs needed to fulfill all related baggage functions. Baggage only TSOs currently performing baggage functions will not be displaced or bumped by the outcome of this process. (TSA 8/1/12; AFGE agreed 8/1/12)

- b. Those Passenger TSOs that bid on baggage bid lines must take and successfully complete all necessary training prior to being assigned baggage duties. (TSA 8/1/12; AFGE agreed 8/1/12)
- c. If the Passenger TSO does not successfully complete all necessary baggage training, the individual will be placed in any available checkpoint shift. (TSA 8/1/12; AFGE agreed 8/1/12)

The pilot program will be in place for the duration of the affected shift bid. Before the next scheduled shift bid occurs, a determination will be made to continue, expand, or cease the pilot program. In the event a decision is made to continue, expand, or cease the pilot program, the parties will issue information to the workforce at the participating airports of the outcome. (TSA 8/1/12; AFGE agreed 8/1/12)

- vii. Shift preferences will be awarded by Seniority Date (SD). If employees have identical SDs, the following tiebreakers will be used: (AFGE 6/6/12) (TSA agreed 6/7/12)

- (1) The Entry on Duty (EOD) will be used as the primary tiebreaker. (AFGE 6/6/12) (TSA agreed 6/7/12)
- (2) If a second tiebreaker is required, the employee's Service Computation Date (SCD) as reflected on his/her SF-50 will be used. (AFGE 6/6/12) (TSA agreed 6/7/12)
- (3) Any ties remaining after the application of the above process will be resolved by a randomizer, such as [www.random.org](http://www.random.org). (AFGE 6/6/12) (TSA agreed 6/7/12)

- L. Personal Needs: FSDs have the discretion to allow employees to work specific shifts based on documented personal needs. Regardless of the nature of the personal need, there is no entitlement to a specific shift. Management will notify the designated local union representative when such exceptions are made, while protecting the employees' personal information. (TSA Package 7/20/12; AFGE agreed 7/26/12)

M. Effective Date of Bid:

- i. The effective date of the annual shift bid implementation will be no less than two (2) pay periods from the date that the final bid results are posted. (TSA Package 7/20/12; AFGE agreed 7/26/12)
- ii. Upon request of the Union, the AFGE-designated representative(s) and management's designated representative(s) will consult at the local level on the implementation date and holding additional airport-wide shift bids. AGREED 7/12/12

5. **ANNUAL LEAVE BID PROCESS:**

- A. Management at each airport will conduct an annual leave bid once per year ("the annual leave bid"). Management will maintain a standby list of at least five (5) employees' names if names are submitted for the leave date requested. (AGREED 7/31/12 12:47pm)
- B. In a leave year, employees may request up to three weeks of annual leave if the individual has accrued or will accrue annual leave to support the requested leave. Upon taking approved leave, employees may use accrued annual leave or accrued compensatory time, or a combination thereof, to cover the absence. All days within the leave year will be available for bidding. Management will determine the number of slots available to bid. (AGREED 7/31/12 4:02pm)


The annual leave calendar will coincide with the Federal Government Executive Branch leave calendar established by the Office of Personnel Management. AGREED 7/12/12

- C. 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 and the seniority list for 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 will make reasonable efforts to distribute the document electronically. Complete listings of employees are Sensitive Security Information (SSI) and will be restricted appropriately. AGREED 7/12/12
- D. Eighty (80) percent of the anticipated annual leave accrual will be available for the annual leave bid. (AFGE has same language in its 5/18/12 counter; Parties agreed 5/21/12)
- E. Annual leave requests will be approved in order of Entry on Duty (EOD). If employees have identical EODs, the following tiebreakers will be used: (AFGE 6/7/12) (TSA agreed 6/7/12)
1. The Service Computation Date (SCD) will be used as the primary tiebreaker. (AFGE 6/7/12) (TSA agreed 6/7/12)
  2. Any ties remaining after the application of the above will be resolved by lottery, such as [www.random.org](http://www.random.org). AGREED 7/12/12
- F. Twenty (20) percent of the anticipated annual leave accrual will be available for employees to request annual leave a day at a time on a first come first served basis. The anticipated annual accrued leave does not include annual leave accrued and not used in prior years. (AFGE 5/18/12; TSA agreed 5/21/12)

**G. Bidding and Awarding Bids**

1. For conducting an annual leave bid, management will develop options including but not limited to walk-up appointments, electronic bids, phone in bids, electronic bid submissions and proxy bidding. Management will notify and consult upon request with the designated union representative for their airport on the method(s) being used to conduct the annual leave bid prior announcing the dates the annual leave bid as described in Section 5C. (AGREED 8/1/12 1:34pm)
2. **An AFGE officer or designated representative will be present during the entire bid process to observe and assist officers who bid by telephone or proxy. (AFGE 8/1/12; TSA does not agree 8/2/12)**
3. Where an airport does not provide an alternative to in-person bidding, (e.g. and electronic process, telephonic selection, or proxy) 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. (AFGE 8/1/12 sent 8/1/12 12:08a.m. 8/2.; TSA agrees 8/1/12 sent 8/2 at 12:30 a.m.)
4. AFGE and TSA will establish a national protocol for conducting an annual bid by proxy. (AFGE 8/1/12; TSA agreed 8/2/12 at 2:09 a.m.)
- H. During the annual leave bid, Management will update and post all awarded and open annual bid lines on a daily basis, at the close of the bidding day, absent extenuating circumstances, and post the bid results at the end of the completed annual leave bid. Complete listings of employees and

annual leave bids are Sensitive Security Information (SSI) and will be restricted appropriately.  
AGREED 7/12/12

- 
- I. After the annual leave bid is completed, employees may submit annual leave requests on a first come first served basis for the current annual leave calendar. (TSA Counter 5/21/12; AFGE agreed 6/7/12)
- J. It is the employee's responsibility to bid and schedule use-or-lose leave to avoid forfeiture. (AFGE 6/7/12; TSA agreed 6/7/12)
- K. At all airports, management will maintain available leave calendars. The leave calendar will show all available and unavailable dates and make them accessible to all employees. Management will update the leave calendar at least once per pay period. AGREED 7/12/12

#### 8. CANCELLATION OF SCHEDULED ANNUAL LEAVE

Employees are encouraged to cancel scheduled annual leave no later than two weeks prior to the start of the scheduled leave or as soon as possible. AGREED 7/12/12



*Joe Gage 8/1/12 David E. Ben*

## ARTICLE 5: SHIFT TRADE POLICY

1. **PURPOSE:** To apply a standardized shift trade policy and system across all facilities to assure fairness and flexibility for the workforce to balance work-life interests and maintain efficiency in carrying out the TSA's mission. **(AGREED 7/26/12)**
2. **DEFINITIONS:**
  - A. Certification Requirements: Specific requirements associated with a position that an employee must possess in order to be assigned to the position. Certification requirements include basic certifications (e.g. baggage, passenger, dual, BDO) and equipment specific certifications. Certification also includes position of record (i.e. BDO, TSO, LTSO, STI). **(AGREED 7/26/12)**
  - B. Schedule Trade: The voluntary, documented exchange of work schedules by two employees who share certification requirements and share full-time or part-time status. **(AGREED 7/26/12)**
  - C. Shift Trade: The voluntary, documented exchange of scheduled work hours between no more than three (3) employees for a minimum of two (2) hours. This may include trades for a partial shift or a full shift. **AGREED 5/8/12**
  - D. One Way Shift Trade: 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 employee. One employee forgoes working his/her regularly scheduled hours and one or two other employees work those hours in addition to their regularly scheduled hours. **AGREED 5/15/12**
  - E. Shift Trade-Worked: Additional hours voluntarily worked for another employee beyond the employee's regularly scheduled hours as a result of a shift trade. Employees may trade full or partial shifts. **AGREED 5/8/12**
  - F. Shift Trade-Off: An employee's regularly scheduled hours that the employee voluntarily gives to another employee to be worked as a result of a shift trade. **AGREED 5/8/12**
  - G. Regularly Scheduled Hours: The hours an employee is scheduled to work as a result of the shift bid or equivalent assignment. **AGREED 5/8/12**
3. **RESPONSIBILITIES:**
  - A. Management is responsible for reviewing and approving or denying all shift trade requests in accordance with this Article. **AGREED 5/15/12**
  - B. Employees are responsible for arranging their own shift trades with eligible employees. **AGREED 5/15/12**
  - C. Shift Trade requests will be submitted on TSA Form XXXX (TBD) to the designated management official. **AGREED 5/15/12**
  - D. Employees who trade shifts are responsible to work the shift agreed upon as if it were part of their regular work schedules. **AGREED 7/12/12**

- E. Employer will provide a reasonable amount of dedicated space on unofficial bulletin boards and/or through electronic forums (i.e. iShare or email) for employees to solicit and coordinate shift trades with other employees. **AGREED 5/15/12**

#### 4. PROCESS:

##### A. Overtime:

- (1) Employees will be paid straight time and associated pay differentials for hours worked resulting from a shift trade. However, an employee may receive overtime for hours worked in excess of the shift trade schedule with prior management approval and consistent with TSA policy. **AGREED 5/15/12**
- (2) Overtime hours may not be traded. **AGREED 5/8/12**

##### B. Eligibility for Shift Trades:

- (1) Employees are eligible for shift trades after they have been employed by TSA for at least ninety (90) days, provided that the employee has completed initial certification requirements. **AGREED 5/8/12**
- (2) Employees that have been the subject of an adverse action within the previous twelve (12) months are not eligible for shift trades. **(AGREED 7/26/12) 7/31 10:43**
- (3) The employee must not be under investigation pending a potential disciplinary or adverse action. If such employee would have been eligible but for the investigation and is subsequently cleared, the employee will be offered the next available position.
- (4) Employees who are on suspension or administrative leave may not request shift trades that fall within the duration of their suspension or administrative leave. **AGREED 5/9/12**
- (4) Full-time employees and part-time employees may trade shifts, but not full schedules. **AGREED 5/15/12**
- (5) Management will generally approve shift trades for employees that share the same certification requirements. Certification will impact eligibility when there is a legitimate operational need for such consideration to the relevant shift to be worked. **AGREED 7/12/12**
- (6) Management may approve an overlap involving back to back shifts. **AGREED 6/8/12**
- (7) Employees on limited duty or light duty may make shift trades only for a one-way trade and only with employees with no restrictions. **AGREED 5/15/12**
- (8) Employees on special assignment may trade shifts provided each employee has the applicable qualifications for the special assignment. **AGREED 5/15/12**
- (9) An employee on special assignment may request a one-way trade (shift trade-worked) that meets all of the requirements of this article. **AGREED 5/15/12**

- (10) Management retains the discretion to deny a shift trade request when it would create an ethical conflict. **AGREED 5/15/12**
- (11) Management may at its discretion approve shift trades that do not meet the eligibility requirements listed in this subsection. **AGREED 5/15/12**
- (12) Schedule trades will be submitted on TSA Form XXXX (TBD). These trades will only involve two employees and remain in effect until cancelled by both parties or until the end of the shift bid. **AGREED 5/15/12**

C. Shift Trade Requirements:

- (1) Hours worked or traded as a result of shift trades will not change an employee's status from part time to full time or full time to part time. **AGREED 7/12/12**
- (2) Employees may not give or receive payment or anything of value directly or indirectly for trading shifts or schedules. **AGREED 5/15/12**
- (3) Employees may not work, as a result of a shift trade, more than thirteen (13) hours in a twenty-four (24) hour period excluding meal periods and must allow eight (8) hours of rest between shifts. **AGREED 6/8/12**
- (4) Employees are not permitted to reduce their scheduled work hours by more than twenty (20) percent of their regularly scheduled work hours each quarter as the result of one-way shift trades. **AGREED 5/15/12**
- (5) Employees may not trade an approved shift 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 and consistent with the requirements of this Article. **AGREED 5/15/12**

D. Documenting Shift Trades:

- (1) All employees participating in the requested shift trade must sign TSA Shift Trade Form XXXX (TBD). **AGREED 5/15/12**
- (2) Affected supervisors will be notified of the employees' request to trade shift(s) with a completed TSA Shift Trade Form XXXX (TBD) with the signatures of all affected employees. When denying a shift trade request, management will state the reason for the denial in writing. **AGREED 5/15/12**
- (3) *Timeframes for Employer's Response to Shift Trade Requests:*
  - 1. Employees are encouraged to make requests as far in advance as possible. The Employer will respond in writing to shift trade requests within three business days or 72 hours of receiving the request. **AGREED 6/8/12**

2. If the request is made and management does not have 72 hours to respond, then the request will not arbitrarily be denied based solely on the timeliness of the submission.  
**AGREED 6/8/12**

E. Cancellation of Approved Shift Trades:

- (1) Employees will cancel an approved shift trade by submitting TSA Form XXXX 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 XXXX from the designated management official or POC. In circumstances in which affected employees cannot submit TSA Form XXXX or have not received acknowledgement of receipt of the form from the designated management official or POC, the affected employees must verbally cancel the approved shift trades to the designated management official or POC no later than 24 hours of the start time of the affected shift. TSA Form XXXX must be submitted to document the cancelation as soon as practicable but no later than the end of each affected employees next scheduled shift. **AGREED 5/10/12**
- (2) Management reserves the right to cancel the traded shift of an employee who becomes ineligible under this Article. Management will not cancel trades less than 72 hours in advance in order to afford the employee an opportunity for alternative coverage. Management will make reasonable efforts to accommodate affected eligible employees who cannot obtain alternative coverage. **(AGREED 7/26/12) 7/31 10:44**

F. Implementation:

- i. The Parties recognize that the current time and attendance, and pay systems, including eTAS, WEBta, and NFC, do not allow for the implementation of all of the provisions of this Article.
- ii. Full implementation of this Article will occur upon successful completion of changes to the time and attendance and pay systems. TSA agrees to provide AFGE with periodic updates on the attempts to complete the changes. This Article will be implemented approximately 8 months from the effective date of this agreement. **(AGREED 7/31/12)**
- iii. Until such implementation occurs, TSA will apply in all airports. The current shift trade process which allows for an equal exchange of hours between employees in a single pay period and does not allow one way shift trades. In addition, beginning on the first day of the month following the effective date of this Agreement, the following provisions of this Article shall be implemented:
  - a. A shift trade that does not result in an employee working over forty (40) hours per week, or otherwise put an employee in an overtime status. **(AGREED 8/1/12 12:41pm)**
  - b. A shift trade that does not result in the conversion of a part-time employee into a full-time employee. **AGREED 7/31/12 10:50**

8/1/12

*JL Gage 8/1/12 Rust E Ban*

#### **Article 6: Transfer Policy**

- A. **PURPOSE:** The Parties recognize the value of allowing employees the flexibility to voluntarily move to covered positions at other TSA airports to balance work life interests and/or career goals. **(AGREED 5/22/12)**
- B. **DEFINITIONS:**
1. **Job Swap Program:** The voluntary transfer between two eligible employees in the same position seeking to exchange duty stations. **(AGREED 5/22/12)**
  2. **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 employee is eligible. **(AGREED 5/22/12)**
  3. **Seniority Date (SD):** Seniority Date is the TSA Entry on Duty (EOD) subject to the 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. **(AGREED 5/23/12)**
  4. **Service Computation Date (SCD):** The date, either actual or constructed by crediting service, used to determine annual leave, that is based on how long the employee has been in the federal service. For an employee with no prior creditable civilian or military service, the SCD is the effective date of the employee's first federal civilian appointment. **(AGREED 5/23/12)**
- C. **EMPLOYEE OPTIONS FOR TRANSFERS:** Employees who want to transfer to covered positions at other TSA airports have two (2) potential program options - the National Transfer Program (NTP) and TSA Job Swap Program. **(AGREED 5/22/12)**
- D. **ELIGIBILITY:** To be eligible to participate in the National Transfer Program and/or the Job Swap Program, an employee must meet the following requirements:
1. To participate in the National Transfer Program, there must be a vacancy at the receiving airport. Employees will have the opportunity to be trained and must successfully complete all required training and certification requirements in the receiving airport. Employees may request transfer for positions as set forth in the chart below: **(AGREED 6/8/12)**

RATIFICATION COPY

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

\*May transfer master to master, expert to expert, or expert to master (**AGREED 5/23/12**)

\*\*Transfer permitted if the employee previously held the position, the employee has been in his/her current position for at least one (1) year and management at the losing and receiving airports agree to the transfer. (**AGREED 6/8/12**)

- The employee must have been employed with his/her current TSA organization and location for at least one (1) year. (**AGREED 5/22/12**)
- The employee must not be on a performance improvement plan when applying for or accepting a transfer. (**AGREED 5/23/12**)
- The employee must not have been suspended in the previous six (6) months or had an adverse action within the previous twelve (12) months. (**AGREED 8/1/12**)
- The employee must not be under investigation pending a potential disciplinary or adverse action. If such employee would have been transferred but for the investigation and is subsequently cleared, the employee will be offered the next available position which he/she is eligible under this Article. (**AGREED 8/1/12**)
- Previous disciplinary action(s) will not prevent an employee from applying for a transfer. Employees may attach an explanatory statement of no more than one (1) page regarding their disciplinary record. (**AGREED 7/20/12**)
- The employee must be in a full duty status; if on limited or light duty, the employee must have documentation indicating a return to full duty within thirty (30) days of the effective date of the transfer. (**AGREED 5/22/12**)
- Nothing in this Section will preclude management from approving the voluntary transfer of an employee to another TSA position if management at both the losing and gaining airports agree to the transfer; and (**AGREED 5/23/12**)
- The employee must be in a full duty status; if on limited or light duty, the employee must have documentation indicating a return to full duty within thirty (30) days of the effective

date of the transfer. **(AGREED 5/22/12)**

#### **E. NATIONAL TRANSFER PROGRAM PROCESS**

1. The National Transfer Program applies to all categories of airports and to all employees in the bargaining unit. Management may deny or delay a transfer request from an eligible employee based on a legitimate operational need at the losing or receiving airport. If management denies or delays an employee's transfer request, management will provide the employee with the reason for the denial or delay in writing. Management will make reasonable efforts to keep delays to a minimum. **(AGREED 7/26/12) ok 7/31 12:05pm**
2. Employees must submit requests for voluntary transfers under the National Transfer Program using the established online automated system. The online system will confirm an employee's request, and the system will maintain the employee's request on the transfer list according to seniority date for one (1) year. **(AGREED 5/22/12)**
3. An employee may withdraw the request for a transfer up until such time the offer of transfer is accepted. Even if the request is withdrawn, the employee can resubmit a request to the same or different locations. **(AGREED 5/22/12)**
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 an employee's transfer request, management will provide the employee with the reason for the denial in writing. **(AGREED 5/22/12 5:20p.m.)**
5. An employee must accept or decline a transfer offer in writing to the receiving airport within ten (10) business days of the date that the employee was notified of the offer. If management at the receiving airport has not received the employee's acceptance or declination in the timeframe above, management will withdraw the transfer offer. **AGREED 7/12/12**
6. Process for Transferring into an Airport:
  - a. Full Time Employees Wanting to Transfer into Full Time Positions:
    - i. Full time TSO vacancies will be filled by alternating between eligible full time employees on the transfer list as described in Section D of this Article and those eligible part time employees at the duty station who desire conversion from part time to full time consistent with Article 7: Work Status Change from Part Time to Full Time and Vice Versa (one inside/one outside). **AGREED 7/12/12**
    - ii. Eligible full time employees will be placed on the transfer list in seniority order consistent with this Article. **AGREED 7/12/12**
  - b. Full Time Employees Wanting to Transfer into Part Time Positions:

- i. Eligible full time employees may transfer in seniority order into existing part-time vacancies. **AGREED 7/12/12**
- c. Part Time Employees Wanting to Transfer Into Full Time Positions:
  - i. Eligible part time employees may transfer in seniority order into full time vacancies when there are no internal part time employees who wish to convert to full time status consistent with Article \_\_: Work Status Change from Part Time to Full Time and Vice Versa. **AGREED 7/12/12**
- 7. Employees may contact the designated representative at the receiving airport to obtain information regarding that airport's local procedures and guidelines. The receiving airport will provide the transferring employee with a briefing and a copy of all local procedures and guidelines. **(AGREED 5/22/12)**
- 8. Transfers to the same position at a new location will not affect the employee's Seniority Date (SD). **(AGREED 5/22/12)**
- 9. If relocation is necessary in a voluntary transfer, employees may request leave to report to the receiving airport. Annual leave taken for this purpose must be requested and approved prior to reporting to the new airport. Employees may be granted up to two (2) weeks of leave, which may include Leave Without Pay, prior to reporting to duty at the gaining airport to accomplish their move. **(AGREED 5/22/12)**
- 10. Both the gaining and losing organizations have discretion in determining the effective date of the transfer. If the employee accepts the position offered, he/she must execute the voluntary transfer and report within the time frame negotiated with the gaining office, but no later than 60 days after accepting the offer. **(AGREED 8/1/12)**
- 11. An employee who transfers under the National Transfer Program must remain at his/her new duty location for at least twelve (12) months prior to seeking a transfer to another airport through the National Transfer Program. **(AGREED 5/22/12)**
- 12. TSA may facilitate placement in other TSA locations as an exception to the provisions of this Article such as:
  - (a) Reassignment of employees as part of the National Deployment Force Program;
  - (b) airport closure, restructuring, privatization, or similar situations;
  - (c) placement of returning military members under TSA Management Directive 1100.30-17, Uniformed Services Employment and Reemployment; and
  - (d) actions required by other policies, third party decisions or correction of administrative error. **AGREED 7/12/12**

Management will prepare a list of vacancies and potential vacancies at other TSA locations for employees affected by Section 12(b). Employees affected by Section 12(b)

may request placement from this list in order of seniority as defined by this Article.  
**AGREED 7/12/12**

13. Seniority: For purposes of this Article, seniority is defined as the employee's Entry on Duty date (EOD), which is the date the employee began employment with TSA as reflected by the effective date on the employee's Notification of Personnel Action, Standard Form 50 (SF-50). If employees have identical EODs, the following tiebreakers will be used:
- i. The Service Computation Date (SCD) will be used as the first tiebreaker.
  - ii. Any ties remaining after the application of the above process will be resolved by a randomizer, such as [www.random.org](http://www.random.org). **AGREED 7/12/12**

**F. TSA JOB SWAP PROGRAM PROCESS:**

1. Management will approve Job Swap requests for employees of the same position (i.e., TSO, LTSO, BDO, 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 employees with the reason for the denial in writing. **AGREED 7/12/12**
2. Management at each airport will designate a point of contact (POC) to certify and receive TSA Job Swap Program requests. **(AGREED 5/22/12)**
3. An employee requesting to participate in the TSA Job Swap Program is responsible for identifying an employee with whom to swap positions. Employees may use the TSA Job Swap website at <http://tsaweb/jobswap/> or any future replacement website address to contact appropriate employees to arrange/coordinate a potential exchange of positions/duty locations. **AGREED 5/22/12**
4. Employees may not give or receive payment or anything of value directly or indirectly for swapping jobs. **(AGREED 5/22/12)**
5. Employees seeking a Job Swap must properly complete and submit TSA Form 1181A, Voluntary Job Swap Request Form. Both employees must attach a copy of their most recent annual performance appraisal to TSA Form 1181A (if no appraisal is available, the employee's current airport must confirm satisfactory performance). **(AGREED 5/22/12)**
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. **(AGREED 5/21/12)**
7. The POCs or designees will notify both employees involved in the TSA Job Swap request within five (5) business days of the date that both POCs have made and documented their decisions about the employees' TSA Job Swap requests. **(AGREED 5/22/12)**

8. If the POCs or designees have approved the employees' Job Swap request, the employees must accept or decline the offer in writing within ten (10) business days from the date the employees were notified of the approval. **(AGREED 5/22/12)**

9. Starting Dates of TSA Job Swap:

- i. The affected airports will coordinate the respective departing and reporting dates with the affected employees involved in an approved Job Swap. **(AGREED 5/22/12)**
- ii. If relocation is necessary in a voluntary job swap, employees may request leave to report to the receiving airport. Annual leave taken for this purpose must be requested and approved prior to reporting to the new airport. Employees may be granted up to two (2) weeks of leave, which may include Leave Without Pay, prior to reporting to duty at the gaining airport to accomplish their move. **AGREED 5/22/12**

G. Temporary Transfers **(AGREED 5/21/12)**

1. The Employer will consider Officer-initiated requests for temporary transfers in accordance with this Section. **(AGREED 5/23/12)**

Employees who wish to transfer to a different duty location on a temporary basis may apply for a temporary transfer. An employee seeking a temporary transfer must submit a request in writing to his/her FSD or designee which includes the reasons for the temporary transfer request, the requested transfer location and the anticipated duration of the requested temporary transfer. Management may ask the employee to provide documentation to support his/her temporary transfer request. **(AGREED 5/23/12)**

2. After receiving an 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 employee's temporary transfer request. Both the losing and gaining airports must agree to the employee's temporary transfer request before it is approved. Approval or reason for denial will be timely provided to the employee in writing. **(AGREED 5/23/12)**
3. Employees may request a temporary transfer of up to six (6) months. An employee may request one (1) extension of an approved temporary transfer in writing and must do so at least thirty (30) days before the end date of his/her temporary transfer. For an employee's extension request to be granted, management at the losing and gaining airports must approve the extension request. Approval or reason for denial will be timely provided to the employee in writing. **(AGREED 5/23/12)**
4. An 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. **(AGREED 5/23/12)**

8/1/12

5. An 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 employee as if s/he is working at the official duty station for shift bid and annual leave bid. Management will assure coordination of the administrative responsibilities (such as leave, pay, performance management, etc.) for the duration of the temporary transfer.

**AGREED 7/12/12**

6. The gaining airport may assign the employee on an approved temporary transfer to any shift and regular days off (RDOs). **(AGREED 5/23/12)**
7. Employees will be responsible for relocation expenses related to voluntary transfers and job swaps. **(AGREED 6/8/12)**



8/1/12

*John Gage* 8/1/12 *David E. Bann*

**Article 7: Process for Work Status Change from Full-Time to Part-Time and Vice Versa**

- I. The Parties recognize the value of a process that allows employees the opportunity to change their work status from full time to part time and vice versa. This Article allows 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. **AGREED 5/10/12**

**II. Definitions:**

- A. Full-Time (FT) Employment: Work schedules consisting of eighty (80) hours per pay period as defined in TSA Management Directive 1100.30-7, *Part Time Employment*, dated July 25, 2011. **AGREED 5/16/12**
- B. Part-Time (PT) Employment: Work schedules consisting of thirty two (32) hours or less per week (sixty four (64) hours or less per pay period) as defined in TSA Management Directive 1100.30-7, *Part Time Employment*, dated July 25, 2011. **AGREED 5/16/12**
- C. 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 employee has been in the federal service. For an employee with no prior creditable civilian or military service, the SCD is the effective date of the employee's first federal civilian appointment. **AGREED 5/10/12**

**III. Responsibilities:**

- A. Management is responsible for contacting employees regarding work status change opportunities as described in this Article. **AGREED 5/9/12**
- B. Management will inform part-time employees of the process for converting from part-time to full-time when hired as part of the orientation process and biannually. **AGREED 5/16/12**
- C. Employees are responsible for following the requirements of this Article and advising management of their interest in work status changes from full time to part time and vice versa. **AGREED 5/16/12**
- D. *Information on Impact of Work Status Change from Full Time to Part Time*: Management will make a fact sheet informing employees of the general impact of the work status change from full time to part time available on TSA's I-Share and provided to the employee upon request. **AGREED 5/10/12**

**IV. Work Status Change From Part-Time to Full-Time:**

- A. To be eligible for a work status change from part-time to full-time, an employee must be in good standing. **AGREED 5/16/12**

1. The employee must have satisfactory performance rating during his/her most recent performance period; **AGREED 5/16/12**
  2. The employee must not be under investigation pending a potential disciplinary or adverse action. If such employee would have been converted but for the investigation and is subsequently cleared, the employee will be offered the next available position. **AGREED 6/8/12**
  3. The employee must not have been the subject of a disciplinary action (excluding letter of reprimands or suspensions of three (3) days or less) within the previous six (6) months or adverse action within the previous twelve (12) months. (**AGREED 8/1/12**)
  4. The employee must not be under investigation for activity which could lead to termination or criminal prosecution. **AGREED 6/8/12**
  5. Employees who are on suspension or administrative leave may not request a work status change during the period of suspension or administrative leave; **AGREED 6/8/12** and
  6. The employee must be in a full duty status; if on limited or light duty, the employee must have documentation indicating a return to full duty within thirty (30) days of the effective date of the change of status. **AGREED 6/8/12**
- B. Voluntary conversions from part-time employment to full-time employment shall be filled as follows:
1. TSA will establish and maintain a list of employees, by Entry on Duty (EOD) date, which is the date the employee began employment with TSA as reflected by the effective date on the employee's Notification of Personnel Action, Standard Form 50 (SF-50).
  2. The Service Computation Date (SCD) will be used as the primary tiebreaker.
  3. Any ties remaining after the application of the above process will be resolved by a randomizer, such as [www.random.org](http://www.random.org). **AGREED 7/12/12**
- C. When a full-time position becomes available, TSA management will adhere to the following procedure:
1. Management may maintain a list of either all part-time employees or part-time employees who have submitted a written request for work status change to full-time ("PT to FT List"). Employees may submit such written request to be added or removed from the list at any time. **AGREED 5/16/12**
  2. Management will notify employees which list will be maintained as referenced in Section IV(C)(1). **AGREED 5/16/12**

3. Management will contact and select eligible part-time employees in the order referenced in Section IV(B) above, until such full-time positions are filled. **AGREED 5/16/12**

4. Management may make exceptions to the order referenced in Section IV(B) based on bona fide occupational qualifications. **AGREED 5/16/12**
5. The filling of positions in this manner shall alternate with the procedures set forth for Officers seeking transfer (one-in/one-out). *See Transfer Article 6.* **AGREED 5/16/12**

D. To accomplish temporary work schedule changes, the Agency may solicit volunteers who wish to increase their part-time hours. Volunteers will be selected in order of seniority. The temporary work schedule change will last no longer than thirteen (13) consecutive pay periods in any 12-month period, and the 13 pay period limit will not be circumvented to avoid filling a full-time position. **AGREED 5/16/12 (AGREED 7/31/12 11:50am)**

E. Management may only require a part-time employee to temporarily increase their hours up to thirty-two (32) hours per week to meet operational needs for up to thirteen (13) consecutive pay periods. The temporary work schedule change will last no longer than thirteen (13) consecutive pay periods in any 12-month period, and the 13 pay period limit will not be circumvented to avoid filling a full-time position. **(AGREED 7/31/12 11:50am)**

**V. Work Status Change From Full-Time to Part-Time** – When requested by the 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. **AGREED 5/16/12**

- A. Employees will submit requests for permanent work status changes from full-time to part-time in writing to the designated management point of contact (POC). Management will process requests on a case-by-case basis, consistent with Article 6, Transfer Process. **AGREED 5/16/12**
- B. Temporary voluntary conversions with the Officer returning to full-time status may be authorized by management in order to address unique personal needs of the Officer. **AGREED 5/10/12**
- C. Prior to an Officer accepting conversion to part-time status, the Agency will advise the Officer in writing regarding the general effects of converting to part-time employment as it relates to Officer benefits. A permanent part-time Officer 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. **AGREED 5/16/12**

8/1/12

- VI. Documentation of Work Status Change: Management or management's designee will process and document work status changes through personnel actions reflected on the Notification of Personnel Action, Standard Form 50B. **AGREED 5/9/12**
- VII. Members of Uniformed Services: An employee in the uniformed services who submits a request for change of status under this Article, and is subsequently deployed when his or her name is up for status change, will be granted that change upon return from his or her deployment consistent with TSA Management Directive 1100.30-17, (dated September 8, 2009) *Uniformed Services Employment and Reemployment*. **AGREED 5/16/12**

8/1/12

*Joe Gage 8/1/12* *Ruth E. B...*

## Article 8: Uniforms and Uniform Allowance

**A. PURPOSE:** The TSA 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 employees to maintain a consistent professional presence. This Article addresses the allocation of TSA approved uniform items – type and count – to be provided to employees, and uniform allowances for use to purchase additional uniform items. Uniform allowance is distributed to employees through employee accounts with TSA's identified uniform vendor. (AGREED )

### B. DEFINITIONS:

1. Ceremonial Uniform: Special uniform items that will be used for approved TSA Honor Guard, Color Guard, Choir, and Band units. Ceremonial uniform items will be special ordered only for those employees selected to participate on established ceremonial teams. (TSA Counter 6/29/12; Agreed 6/29/12)
2. Uniform Allotment: The initial and annual standard uniform items issued to employees. (AGREED 7/19/12)
3. Uniform Allowance: An annual monetary amount made available to each employee to purchase standard and optional TSA uniform items and to replenish and maintain such uniform items. (TSA Counter 6/29/12; Agreed 6/29/12)
4. Vendor: The designated contractor, holding the uniform contract, as specified by the TSA Administrator. (TSA 5/16/12; Agreed 6/29/12)

**C. INITIAL UNIFORM ALLOTMENT UPON HIRE:** At the time of hire, employees are provided the following uniform items:

Uniform Item	Passenger Only	Baggage Only	Dual Qualification
Badge	1	1	1
Belt	1	1	1
Trousers**	4	0	4 total (combination with cargo pants)
Cargo Pants**	0	4	4 total (combination with trouser pants)
Nameplate	2	0	2
Neckties	1	0	1
Polo – Long/Short Sleeve	0	6	6 total (combination with shirts)
Shirts – Long/Short Sleeve	6	0	6 (combination with polos)
Shoulder Boards	2 sets	0	2 sets

8/1/12

Socks	3 pairs	3 pairs	3 pairs
Sweater Vest	1	0	1
Team Jacket	1	1	1

**\*\*Skirts will be provided for female employees in lieu of trousers upon approval of religious accommodation request. For those locations where the conditions described in Section J.2 are present for more than fifty (50) percent of the calendar year, employees may substitute up to two (2) shorts in place of up to two (2) of the four (4) allotted trousers or cargo pants.**

**(AGREED 8/1/12)**

**D. ANNUAL REPLACEMENT ALLOTMENT: On an annual basis, TSA will provide the following items to an employee following his/her hire date: (TSA 8/1/12)**

Uniform Item	Passenger Only	Baggage Only	Dual Qualification	BDOs	STIs
Polo Shirts *	0	3	3*	0	0
Shirts *	3	3	3*	3	3
Trousers**	3 <sup>#</sup>	0	3* <sup>#</sup>	3 <sup>#</sup>	3 <sup>#</sup>
Cargo Pants	0	3 <sup>#</sup>	3* <sup>#</sup>	0	0

**\*Employee choice of any combination of three (3) short or long sleeve, and any combination of three (3) trousers/cargo pants. (AGREED 8/1/12)**

**<sup>#</sup>For those locations where the conditions described in Section J.2 are present for more than fifty (50) percent of the calendar year, employees may substitute up to two (2) shorts in place of up to two (2) of the three (3) allotted trousers or cargo pants. (AGREED 8/1/12)**

**E. Ike Jackets:**

1. The only authorized jacket that may be worn at the checkpoint is the Ike jacket. Employees may wear Ike jackets at the checkpoint at their discretion. (TSA Package 7/20/12; AFGE Agreed 7/26/12)
2. TSA will offer each employee a onetime subsidy for the purchase of an Ike Jacket. Each employee who wishes to purchase an Ike Jacket will pay \$100.00; TSA will pay the remaining cost. The employee may use \$100.00 from his/her uniform allowance or his/her personal funds at the employee's discretion. For any subsequent Ike jacket that an employee purchases, the employee will be responsible for the full cost of the Ike jacket. (AGREED 8/1/12)

**F. SHOES:**

1. 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. (AGREED 7/19/12)
2. Shoes must be black and conform to the style guide listed in Appendix \_\_\_ of this Article. [the existing vendor-provided shoe, along with at least the six (6) additional styles, will be included in the Appendix.] (AGREED 7/20/12)
3. Shoes and boots, athletic shoes and safety shoes, that are all black in color, with inconspicuous logos, and which are clean and in good repair, must be similar in style to the shoes and boots in Appendix \_\_\_\_\_. (AGREED 7/19/12)

**G. APPROVED UNIFORM ITEM COMBINATIONS:** The chart below illustrates authorized combinations of uniform items that can be worn by employees. (TSA Package 7/20/12; AFGE agreed 7/26/12)

Approved Uniform Item Combinations - Public Contact (While on the Checkpoint or BDOs and STIs) (AGREED 7/31/12 11:27am)

Item	Long Sleeve Shirt	Short Sleeve Shirt
Ties (Females may wear either style)	Officer Discretion	Officer Discretion
Black T-Shirt	Officer Discretion	Officer Discretion
Turtleneck	Officer Discretion	Not permitted
Dickie	Officer Discretion	Officer Discretion
Sweater – Cardigan	Officer Discretion	Officer Discretion
Sweater – Commando	Officer Discretion	Officer Discretion
Parka	Not permitted	Not permitted
Three-Season Coat	Not permitted	Not permitted
Three-in-One Coat	Not permitted	Not permitted
IKE Jacket	Officer Discretion	Officer Discretion
Team Jacket	Not permitted	Not permitted
Shorts	See Section J	See Section J
Cargo Pants	Not permitted	Not permitted

8/1/12

Trousers	Required	Required
Note: Any of the above combinations may be worn in non-public contact areas		

(TSA Package 7/20/12; AFGE Agreed 7/26/12)

Approved Uniform Item Combinations– Non-Public Contact Areas (AGREED 7/19/12)

Item	Polo – Short Sleeve	Polo – Long Sleeve
Black T-Shirt	Officer Discretion	Officer Discretion
Turtleneck (long-sleeve)	Not permitted	Officer Discretion
Dickie	Officer Discretion	Officer Discretion
Sweater – Cardigan	Officer Discretion	Officer Discretion
Sweater – Commando	Officer Discretion	Officer Discretion
Parka	Officer Discretion	Officer Discretion
Three-Season Coat	Officer Discretion	Officer Discretion
Three-in-One Coat	Officer Discretion	Officer Discretion
IKE Jacket	Officer Discretion	Officer Discretion
Team Jacket	Officer Discretion	Officer Discretion
Shorts	Officer Discretion	Officer Discretion
Cargo Pants	Officer Discretion*	Officer Discretion*
Trousers	Officer Discretion	Officer Discretion
Coveralls (over any uniform)	Officer Discretion	Officer Discretion
*Cargo pants may be worn in those baggage areas that are co-located with public screening locations.		

(AGREED 7/19/12) (7/26/12 AFGE changed “OK-Optional” to “Officer Discretion”)

**H. OPTIONAL UNIFORM ITEMS:**

1. In addition to the initial uniform allotment, TSA will provide the following uniform items to employees who meet applicable criteria: (TSA 5/16/12; Agreed 6/29/12)

- a. Maternity Uniforms: Maternity uniforms will be provided for pregnant employees upon the employee's request and approval by the FSD or designee. Employees will receive maternity uniforms consisting of five (5) maternity shirts (either long sleeve or short sleeve, at the employee's discretion), and five (5) maternity trousers. (TSA 5/16/12; Agreed 6/29/12)
  - b. Ceremonial Uniform Items: TSA will provide specific uniform items for special ceremonial activities, such as honor guard, color guard, choir, and band units. TSA and AFGE will collaborate on this process. (TSA Counter 6/29/12; Agreed 6/29/12)
  - 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. (TSA Counter 6/29/12; Agreed 6/29/12)
2. In addition to the uniform allotment, employees may purchase with their uniform allowance approved optional items from the uniform vendor catalog. (TSA 5/16/12; Agreed 6/29/12)
3. **Other Optional Uniform Items:**
  - a. Tie Tacks/Tie Bars: 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 3/8 inch in width and be plain gold or silver tone metal. Tie tacks/ bars with logos or emblems must be of TSA/DHS or other Federal Government organizations. (AGREED 7/20/12 )
  - b. Baseball Cap: 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. Employees must wear the baseball cap with the brim facing forward. Baseball caps may only be worn by employees performing baggage screening functions, in a baggage screening room outside the view of the public or curbside, and by employees performing Playbook, VIPR, or similar activities outside the airport building and when transiting to and from these work areas. (AGREED 7/20/12)
  - c. Pins: Employees may wear up to two (2) authorized pins (about three-quarters of an inch in diameter) on the uniform. DHS and TSA headquarters issued pins, service pins, and other officially-issued federal government pins (subject to FSD approval) may be worn. FSD and other FSD approved, locally-issued pins may also be worn. One of the pins may be a replica of the American flag. The location of the pins will be as approved by the FSD. (AGREED 7/19/12)
  - d. Management will permit employees who serve as Union officials to wear an AFGE pin to be designed and paid for by the Union and subject to advanced TSA review and approval. (AGREED 7/19/12)
4. **Optional Uniform Accessories:**

8/1/12

- a. Tattoos must be covered at all times and not visible to the general public. When an officer is wearing a short sleeve shirt, tattoos may be covered by a plain, single-colored royal blue acceptable band or sports sleeve that does not detract from the uniform. (AGREED 7/20/12)

## **I. UNIFORM ALLOWANCE**

1. When an employee is hired, TSA will provide the employee with the initial uniform allotment. One (1) year after the employee's hire date, the employee will be eligible to receive the uniform allowance and the annual uniform allotment. (AFGE 7/10/12; Agreed 7/13/12)
2. **Eligible employees will receive an annual monetary uniform allowance and allotment currently valued at \$446.00. This amount includes \$317.00 uniform allowance and an annual allotment of three (3) pants and three (3) shirts. Increases in the cost of the allotment will not be offset against the credited allowance. Receipt of appropriated funds will determine the timing of the distribution of the annual uniform allowance. (AGREED 8/1/12)**
3. The uniform allowance will be posted to each employee's account on the TSA uniform vendor's website. The employee may spend the uniform allowance in increments or all at once at any time during the year. Employees may use their uniform allowance to purchase any uniform item from the list of authorized uniform items. (AGREED 7/19/12)
4. Except as otherwise permitted in this Article, employees will not be reimbursed for items they elect to purchase with their own funds. (AGREED 7/19/12)

## **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. (AFGE 7/26/12; TSA agreed 7/31/12)
2. In order to address the extreme heat and humidity in certain work environments (e.g., outside temperature of over 85 degrees and/or humidity greater than 70 percent), employees will be permitted to wear uniform shorts with the uniform short sleeve shirt authorized under the uniform program. When wearing shorts, leg tattoos must be covered. Nothing in this section is intended to alleviate an employee's responsibility to adhere to safety standards and requirements. (AFGE 7/26/12; TSA agreed 7/31/12 11:19am)

## **K. UNIFORM COMMITTEE**

8/1/12

1. The parties will establish a uniform committee made up of at least one (1) Agency representative and up to six (6) Union members to review and receive recommendations from the Union, at the national level, on matters concerning: (AGREED 7/19/12)
  - 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. Officer suggestions on uniforms and uniform allowances
  - h. Review of vendor performance
  - i. Establishment of criteria for uniform vendors and specifications for uniform contracts
  - j. Other related issues(AGREED 7/19/12)
2. Management will consider recommendations of the uniform committee for implementation. (Package 7/20/12; AFGE agreed 7/26/12)
3. The Committee will be briefed on vendor issues and concerns. (TSA Counter 6/29/12; Agreed 6/29/12)
4. The Committee will meet at least twice a year and AFGE representatives will participate in an official time status. TSA will pay the travel and per diem expenses, if any, of AFGE's representatives. (AFGE 6/26/12; Agreed 6/29/12)

**L. Proper Use of Uniforms:**

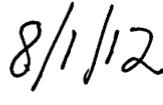
1. Employees may wear their TSA uniform during the normal work commute, on breaks, during meal periods, or during time periods between split shifts. Employees may also wear their uniform during brief stops that are part of the normal work commute. Examples of stops that may be part of the normal work 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. (AGREED 7/19/12)
2. The public will view an employee in uniform as representing TSA, even if the employee is off duty. Therefore, 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 employees have questions about a specific activity, they should discuss it with their supervisors. (AGREED 7/19/12)
3. Officers may wear their uniforms at solemn occasions, such as funerals or memorials, with FSD approval. (AFGE 6/26/12; Agreed 7/13/12)

8/1/12

**M. INCLEMENT WEATHER:** Inclement weather gear will be provided to employees when required to work exposed to the elements (BDOs, Playbook, and VIPRs). At locations where inclement weather gear is pooled, such gear will be professionally cleaned prior to each issuance. (AGREED 7/19/12)

**N. IMPLEMENTATION:** Implementation of the provisions of this Article listed below will take place as follows:

1. Shoes and Cargo Pants – Over the course of nine (9) months after ratification
2. Ike Jackets – Over the course of twelve (12) months after ratification
3. Annual Replacement Allotment – Over the course of three (3) months after ratification  
(AGREED 7/31/12 11:24am)


## ARTICLE 9: SELECTION PROCESS FOR SPECIAL ASSIGNMENTS

1. **PURPOSE:** This Article contains responsibilities, eligibility requirements and the selection process regarding special assignments for employees. For purposes of this Article, any deployment of security personnel for security-related duties and functions (e.g., Playbook, VIPR) is excluded and not considered a detail or special assignment. (AGREED 7/26/12)
2. **DEFINITIONS:**
  - A. Area of Consideration: For the purposes of special assignments, the area of consideration may be restricted to:
    - All employees at a specific airport
    - Hub and Spoke(s) only: All airports and duty stations under the supervision of a single FSD.
 (Agreed 6/26/12; Please note that TSA included "(s)" at the end of "Spoke")
  - B. Collateral Duty: A temporary assignment of duties, limited to no more than fifty percent (50%) of an employee's scheduled work hours. Interested employees who volunteer for collateral duties will maintain all their certifications for their positions of record. (AGREED 7/26/12)
  - C. Position of Record: The TSA position, as documented on the employee's most recent Notification of Personnel Action (Standard Form 50-B or equivalent) and the current job/position description (TSA Job Analysis Tool), to which the 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. The position of record is also the position to which the employee returns at the end of the detail. A position to which an employee is temporarily detailed is *not* considered the position of record for that employee. (TSA 4/27/12; AFGE agreed 6/26/12)
  - D. Qualification Requirements: Specific job related requirements (e.g., certifications (passenger or baggage or equipment) and qualifications (education, license, security clearance)) associated with a position that an applicant must possess in order to be assigned to the position. These requirements must be met before the start date of the detail. (Agreed 6/26/12)
  - E. Seniority: For purposes of this Article, seniority is defined as the employee's Entry on Duty date (EOD), which is the date the employee began employment with TSA as reflected by the effective date on the employee's Notification of Personnel Action, Standard Form 50 (SF-50). If 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](http://www.random.org). (Agreed 6/26/12)
  - F. 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 employee has been in the federal service. For an employee with no prior creditable civilian or military service, the SCD is the effective date of the employee's first federal civilian appointment. (AGREED 7/26/12)

- G. Special Assignment: A voluntary detail of more than 30 days to duties other than those of the position of record. Service on advisory councils/committees and collateral duties are not considered special assignments. Additionally, any deployment of security personnel for security-related duties and functions (e.g., Playbook, VIPR) is excluded and not considered a special assignment. Interested employees will be selected as explained below. (AGREED 8/1/12)
- H. Temporary Promotions: A special assignment, which places an employee in a position at a higher pay or pay band than his/her position of record and provides the employee with the higher pay associated with the special assignment. At the end of a temporary promotion, the employee is returned to his/her position of record and former pay band and salary. (AGREED 7/26/12)

### 3. RESPONSIBILITIES:

- A. Management is responsible for determining the circumstances under which special assignments will be used, the area of consideration and the duration of these special assignments. Management has sole discretion to decide whether or not a special assignment will be initiated under the terms of this Article. (TSA 4/27/12; AFGE agreed 6/26/12)
- B. Management is responsible for ensuring that special assignments are documented in accordance with TSA Management Directive No. 1100.30-1, *Temporary Internal Assignments*, dated March 7, 2007. (Agreed 6/26/12)
- C. Management is responsible for selecting employees for special assignments in accordance with this Article. (AGREED 7/26/12)

### 4. ELIGIBILITY:

- A. Employees are eligible for special assignments after they have been employed by TSA for at least ninety (90) days. (TSA 4/27/12; AFGE agreed 6/26/12)
- B. Employees that have been the subject of a suspension or an adverse action within the previous twelve (12) months or are currently under investigation pending a potential disciplinary or adverse action are not eligible for special assignments. (AGREED 8/1/12)

### 5. PROCESS:

When the Employer determines special assignments are necessary for meeting the temporary needs of the Agency's work and/or programs, or for training or employee development purposes, selection for such assignments will be made by one of the following options chosen by management. (Agreed 6/26/12)

#### Seniority:

- A. When using seniority selection, the Employer will solicit qualified volunteers and selection will be made in seniority order. If too few qualified employees volunteer within the area of consideration, the selection process will be in inverse seniority order. Prior to making a special assignment under this Article, the Employer will inform the employees of the nature of the intended assignment, as well as its expected duration and end date. Such information shall be announced both electronically and on official bulletin boards, normally at least seven days prior to the expected start date and for at least

one day if time is critical. (Agreed 6/26/12) (**AGREED 8/1/12**)

B. So that the Employer possesses the necessary flexibility to immediately meet emerging and unanticipated work requirements, the Employer may assign an employee to a special assignment for a period not to exceed 30 days without regard to the provisions of this Article. (Agreed 6/26/12)

C. Competitive Selection

(1) When not filling a special assignment by seniority as defined above, Management will competitively fill a special assignment by one of the following methods:

- a. Posting a special assignment, developing a best qualified list, and interviewing all of the employees on the best qualified list prior to making a selection;
- b. Posting a special assignment, developing a best qualified list and selecting the most senior employee on the best qualified list without interviewing. (Agreed 6/26/12)

(2) Management may non-competitively detail an eligible employee to the duties of an anticipated special assignment for up to thirty (30) days while conducting the competitive selection process. (Agreed 6/26/12)

(3) In filling a special assignment opportunity, an internal announcement will be posted for eligible employees electronically for a minimum of seven (7) calendar days and may be posted on official bulletin boards where such exist. (Agreed 6/26/12)

(4) The area of consideration will be either a specific airport or a hub and all spokes. (Agreed 6/26/12)

(5) Interested employees must apply in accordance with the requirements of the internal announcement prior to the closing date of the announcement. (Agreed 6/26/12)

(6) Any special assignment providing an employee with specialized experience required for promotion must be made through this competitive selection process. (AGREED 7/26/12)

(7) The internal announcement must include the following information:

- a. Opening and closing dates and times;
- b. Area of consideration;
- c. Description of duties;
- d. Job-related qualification requirements;
- e. Desired knowledge, skills, abilities and/or competencies;
- f. Evaluation criteria;
- g. How and where to apply;
- h. Point of contact information; and
- i. Equal Employment Opportunity statement;
- j. Anticipated length of the assignment; and
- k. Whether the employee is required to complete annual certification requirements. (Agreed 6/26/12)

(8) Special assignments cannot create an ethical conflict in the supervisory chain. (Agreed 6/26/12)

8/1/12

- (9) 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. (Agreed 6/26/12)
- (10) For purposes of this section, special assignments of a higher pay or pay band shall be accomplished through temporary promotion. Special assignments with duties of a higher pay band for a period in excess of 30 consecutive calendar days must be made by temporary promotion. Management shall not rotate employees for less than thirty (30) days solely to avoid a temporary promotion. The employee will receive all benefits associated with the temporary promotion beginning on the first day of the effective date of the temporary promotion. (**AGREED 8/1/12**)

D. Cessation of Special Assignments

1. Management may return an employee serving in a special assignment to his/her position of record at any time. (Agreed 6/26/12)
2. The employee may also return to his/her position of record as soon as practicable upon written request. (Agreed 6/26/12)

## Article 10: Parking Subsidies

### A. PURPOSE:

1. The Transportation Security Administration (TSA) shall maintain a parking subsidy program for employees on an airport by airport basis in accordance with Federal law, TSA policy TSA Parking Subsidy Program (TPSP)). Federal law and TSA policy require a determination for each participating airport that providing a subsidy promotes the efficiency and effectiveness of the TSA's mission at the airport or, that failing to provide a subsidy impacts the hiring and/or retention of the screener workforce. TSA parking subsidy provisions are set forth in TSA Operations Directive (OD) 400.23-2, *Parking Policy*, and any subsequent revisions. (TSA counter – 6/26/12)
2. ~~Management has determined that in order to facilitate the hiring and retention of bargaining unit employees and to assure fairness, equity, and efficiency in carrying out the Agency's mission, the TSA shall institute a parking subsidy program for all Officers in accordance with this Agreement. (AGREED to strike 8/1/12 8:30 pm)~~

**Management and AFGE have a shared interest in the availability of safe, convenient parking facilities for employees. (AGREED 8/1/12 8:30 pm)**

### B. RESPONSIBILITIES:

1. ~~TSA shall engage the appropriate entity (e.g. airport authority, city government, private company, etc.) to acquire secure, adequate parking that provides the closest and most convenient feasible parking locations for Officers. (AGREED to strike 8/1/12 8:30 pm)~~
2. Management will provide eligible employees with information related to the TPSP at their respective airports. (AFGE/TSA Agrees – 6/26/12)
3. ~~Employees who are eligible to participate in the TPSP must follow local airport requirements for enrollment and co-payment if applicable. Failure to comply with co-payment, other administrative requirements and/or this Article may be addressed as misconduct and/or suspension of the employee's parking subsidy. (AGREED to strike 8/1/12 8:30 pm)~~  
  
**Employees who are eligible to participate in the TPSP must follow local airport requirements for enrollment and co-payment if applicable. (TSA/AFGE agrees – 6/26/12)**
4. ~~At airports where there is a fee for Officer parking, is approved and in effect, management will coordinate the transfer of parking subsidies to the appropriate vendor or airport representative. (AGREED to strike 8/1/12 8:30 pm)~~

8/1/12

**Management will coordinate the transfer of parking subsidies to the appropriate vendor or airport representative. Subsidies will not be paid directly to employees. (AGREED 8/1/12 8:30 pm)**

5. ~~Employees may only use their TSA subsidized parking permit or access card in connection with official TSA business. (AGREED to strike 8/1/12 8:30 pm)~~

**Employees may only use their TSA subsidized parking permit or access card in connection with official TSA business and for AFGE representational activities. (AGREED 8/1/12 8:30 pm)**

#### **C. SUBSIDY:**

1. The TPSP only applies at airports where the parking subsidy is approved and in effect consistent with applicable Federal law and TSA policy. (TSA/AFGE agreed – 6/26/12)
2. The TPSP does not guarantee employees parking spaces in the designated employee parking lot. Availability of employee parking spaces in the designated employee parking lot is subject to individual airport conditions. TPSP monies will not be provided to employees for alternate parking arrangements. (TSA/AFGE agreed – 6/26/12)

3. At airports where the TPSP is approved and in effect, a subsidy will be provided such that each employee's out-of-pocket cost to park in the designated employee parking lot will not exceed \$ \_0.00\_\_ per month. (AFGE 6/26/12)

**At airports where the TPSP is approved and in effect, a subsidy will be provided such that each employee's out-of-pocket cost to park in the designated employee parking lot will not exceed \$ XX.00 per month. (TSA counter – 8/1/12)**

4. No employee may participate in both the Federal Transit Subsidy Program and receive a parking subsidy under this Article and in accordance with TSA policy. (TSA/AFGE Agreed – 6/26/12)

5. ~~The parking subsidy addressed in this Article is subject to the availability of funds. (AFGE Proposal: to delete. 6/26/12)~~

**The parking subsidy addressed in this Article is subject to the availability of funds. (TSA Counter – 6/26/12)**

6. ~~At work locations where TSA has reserved parking spaces in closer proximity to the worksite than the primary employee parking lot, TSA shall provide one designated parking space for the use of a union representative to facilitate representation of bargaining unit Officers. (AGREED to strike 8/1/12 8:30 pm)~~

#### **D. IMPLEMENTATION:**

1. TSA will undertake a review of all airports to determine if the parking subsidy is necessary and appropriate under Federal law and TSA policy. TSA will conduct subsequent reviews on a periodic basis. (TSA/AFGE Agreed – 6/26/12)

2. To provide TSA with sufficient time to implement necessary procurement, accounting and administrative processes, qualified airports not currently in the parking subsidy program will be added incrementally over a period not to exceed three (3) months from the effective date of this Agreement. (AFGE 6/26/12)

**Implementation, to include procurement, accounting and administrative processes, will be accomplished as soon as practicable, but no later than eighteen (18) months after ratification of this Article. In the event this Article, a section or sections of this Article is referred to a panel of neutrals, this Article, or section(s) of this Article referred will be implemented no eighteen (18) months following a decision by a panel of neutrals. TSA counter 6/6/26)**

3. As of the effective date of this Agreement, for airports participating in the parking subsidy program, the subsidy will remain in place subject to an ongoing determination that a given airport qualifies under Federal law, TSA policy ~~and there is a continued availability of funds~~. (AFGE 6/26/12)

**As of the effective date of this Agreement, for airports participating in the parking subsidy program, the subsidy will remain in place subject to an ongoing determination that a given airport qualifies under Federal law, TSA policy and there is a continued availability of funds. (TSA counter – 6/26/12)**

- ~~E. In the event Management takes an action that results in a collateral effect on this Article, the parties agree that the Union may reopen this Article for term negotiations. (AFGE move to Appendix on collateral impact).~~



## Article 11: Facilities and Services within the Control of TSA Management

### A. PURPOSE

1. The Parties agree that appropriate use of facilities and services within the control of TSA management by employees in connection with their work is appropriate and beneficial to TSA's mission. 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 employees. **(AGREED 7/31/12 4:24pm)**
2. Appropriate use of facilities and services within the control of TSA management for communication and the conduct of business between and among the Union, the bargaining unit Officers and the TSA will facilitate labor-management relations, save time and energy, and produce more efficient and effective working relationships. The Parties agree that appropriate use of TSA facilities and services by employees in connection with their work is appropriate and beneficial to TSA's mission. **AGREED 7/16/12**

### B. RESPONSIBILITIES

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 employees. Management is responsible for ensuring all employees receive training in safe and healthful practices. **AGREED 7/19/12.**

### C. FACILITIES FOR EMPLOYEE USE: TSA will provide the following facilities and services to employees:

1. Temperature: TSA will make reasonable efforts to coordinate with worksite authorities to ensure that temperatures and humidity levels within TSA work areas do not impede the Officers' 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, Occupational Safety and Health Program, Management Directive 2400.1, reasonable corrective measures will be taken to alleviate the problem including but not limited to working with the airport authority to alleviate the problem. **(AGREED 7/26/12).**
2. Water: Officers will have access to potable drinking water (e.g., water coolers, water fountains or bottled water) at no cost to the Officers, within 200 feet of the checkpoints or other work areas consistent with *TSA Operations Directive 400-23-1A, Purchase of Items for Screener Break Rooms and Screening Operations, dated February 2, 2007*. **(AGREED 7/16/12)**
3. Mats: TSA will provide anti-fatigue mats at employee workstations where employees stand in one place for extended periods of time. **(TSA 6/8/12; AFGE agreed 7/9/12)**

4. Gloves: TSA will provide nitrile gloves to employees. TSA will provide alternate (e.g., non-allergenic) gloves to employees upon request consistent with Chapter 17, Personal Protective Equipment, of the TSA OSH Manual. (AGREED 7/16/12)
5. Lighting:
  - a) Unless superseded by future technology which renders such lighting unnecessary, TSA will provide fixed UV lights at airports where travel document checker ("TDC") workstations have been equipped with electrical power dedicated for the TDC workstations. Where electrical power is not readily available at the workstation, TSA will make reasonable efforts to obtain electrical power supply or install fixed, battery-operated UV lights. (AGREED 7/16/12).
  - b) TSA will provide supplemental task lighting at checkpoint and checked baggage physical inspection locations when TSA determines that general lighting is insufficient. (TSA 6/8/12; AFGE agreed 7/9/12)
  - c) Glare: TSA will undertake reasonable efforts to minimize glare in employee work areas through:
    - i. placement of, for example, screens, shields or other equipment to block glare; and/or
    - ii. work with local airport authority and/or the appropriate third party to make alterations to facilities as needed. (AGREED 7/16/12)
6. Break Rooms: Where existing TSA-controlled space, funding and infrastructure permit, TSA will equip break rooms under its control in accordance with TSA's Facility Program of Requirements (July 2011), with vending machines, refrigeration, microwave ovens and running water. Space plans and seating will be based on 20% of the total on-duty staffing. Management will notify the designated local union representative in advance of a plan for any break room infrastructure project over \$1,000.00 and the designated local union representative will have an opportunity to review that plan. (AGREED 7/18/12).
7. Nursing Mother Facilities: TSA will provide facilities for nursing mothers consistent with TSA Management Directive 1100.61-3, Absence and Leave/Handbook, dated October 5, 2011. Employees will be allowed reasonable break time for an employee to express breast milk for her nursing child for one (1) year after the child's birth. These breaks will generally occur two (2) to three (3) times during an eight (8) hour shift. (AGREED 7/26/12)
8. Lockers: Within ninety (90) days following the effective date of this Agreement, TSA will survey its FSDs on the capacity of each local airport to provide lockable lockers within the facility. Such survey will be utilized to generate a report on the current status of locker facilities across all airports. Once this report has been generated, the Parties will meet to negotiate over acquiring the lockers, wherever feasible. (AGREED 7/31/12 6:10pm)
9. The Parties will establish a joint labor-management committee at the national level to review, discuss and make recommendations pertaining to health, safety, and wellness issues in the workplace. (AFGE 7/26/12)

10. Airport-Issued Identification (ID) Media: These procedures are applicable to the extent permitted by the respective Airport Security Program.

- a) Individuals in possession of airport-issued ID media, such as employees, may use their existing ID media when sterile area access is necessary to engage in union-related activities and perform representational duties on behalf of employees. (AGREED 7/16/12)
- b) In accordance with the security program at each airport, TSA management will grant escort privileges to a limited number of TSA employees designated by AFGE as local union officials. (AGREED 7/16/12)
- c) For individuals in need of ID media to perform duties associated with AFGE representational activities, the AFGE representative/POC for an airport, as specified by AFGE's national headquarters, will submit requests for sterile area ID media to the airport authority/operator through the FSD. The FSD will inform the airport authority/operator of the appropriate level of access permitted by the ID media for authorized representational purposes. (AGREED 7/16/12)
- d) Entry to the sterile area will be through a screening checkpoint after submission to TSA screening. (TSA Counter 6/29/12; AFGE agreed 7/9/12)
- e) ID media issued to AFGE representatives will be included in each local TSA unit's annual audit of ID media. (TSA Counter 6/29/12; AFGE agreed 7/9/12)
- f) AFGE representatives who have received airport-issued ID media and who end their association with AFGE will follow the airport authority/operator rules for immediate return of the airport-issued ID media. AFGE national headquarters will provide regular updates to TSA of changes to representatives. (TSA Counter 6/29/12; AFGE agreed 7/9/12)
- g) AFGE staff representatives are responsible for all costs and documentation associated with obtaining airport-issued ID media. (AGREED 7/16/12)
- h) AFGE representatives may only engage in union activities with TSA employees who are not on duty, or are on break or on official time. If an AFGE representative is not certain if a TSA employee is on duty, the AFGE representative will first ask the TSA employee if he or she is off duty or on break. If the TSA employee indicates that he or she is on duty, the AFGE representative will immediately end contact with the employee. (AGREED 7/16/12)
- i) Officers will be permitted to complete the airport identification media application and renewal process while on duty. (AGREED 7/18/12)

11. Access to TSA-Controlled Space for Representational Activities: At each airport, the FSD or FSD's designee will establish a process for the submission, review, and approval/denial of requests for use of TSA-controlled space in accordance with the following: (AGREED 7/16/12)

- a) Process for submission of written requests (via email or other means) and for prompt response from TSA, including the justification in the event of denial of requested use. (AGREED 7/9/12)
  - b) Requirement to include date, time, and location of activity. (AGREED 7/9/12)
  - c) Name, title, and contact information of TSA official designated by the FSD to receive requests. (AGREED 7/9/12)
  - d) Such requests shall be made no later than forty-eight (48) hours in advance of the meeting's start time, absent exigent circumstances. Management may approve requests received less than forty-eight (48) hours in advance of the requested start time. (AGREED 7/26/12)
  - e) FSDs or their appointed designees should approve requests that are reasonable and do not disrupt or negatively impact operations. (TSA Counter 6/29/12; AFGE agreed 7/9/12)
  - f) In the event meeting space is not available at the time requested, TSA will inform the union representative of times that the space is available for use. **AGREED 7/26/12**
  - g) Management will allow the Union to use TSA-controlled space when it is available for membership drives at a location that will provide access to unit Officers 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. (AGREED 7/31/12 4:35pm)
  - h) If an Officer wishes to discuss representational matters with a Union representative in TSA-controlled facilities, such Officer shall have the right to contact and meet with the Union representative on duty time. Normally, the Officer will be released from his/her assignment when he/she requests to exercise this right, subject to operational requirements. The release should occur as soon as possible, but may be delayed for up to one (1) workday due to operational requirements. Such a delay in an Officer'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. (AGREED 7/31/12 4:41pm)
  - i) 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. (AGREED 7/26/12)
12. Emergency Preparedness Plans: TSA management at each airport will share TSA's emergency preparedness plan with the designated local union representative for that airport and provide a briefing annually to update the designated local union representative on any modifications or additions to the emergency preparedness plan. (AGREED 7/17/12)
- a) TSA facilities at each airport, or at each terminal within a multi-terminal airport, will be stocked with an adequate first-aid kit stored in a location within ready access of TSOs within each terminal. (AGREED 7/17/12)
  - b) TSOs will be provided annual training for emergency preparedness. (AGREED 7/26/12)

### 13. Parking Facilities and Shuttle Service

The Parties agree that TSA will coordinate with worksite authorities on parking facilities for Officers at each airport or work location. TSA will also coordinate with worksite authorities when there are concerns about shuttle bus/train services to/from parking lots. (AGREED 7/31/12 4:47pm)

### 14. Radiation Monitoring and Abatement:

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 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. (AGREED 7/26/12)

TSA will conduct periodic, targeted dosimeter testing for sample groups of Officers working at or near screening equipment. If such sampling finds radiation levels that exceed 21 CFR 1020.40 or ANSI/HPS 43.17-2009 requirements, TSA standards, or other applicable requirements documents, TSA will initiate an investigation and take appropriate steps to abate the problem. Additional concerns about matters pertaining to radiation monitoring and abatement will be referred to the joint committee on health and safety. (AGREED 7/17/12)


### 15. Management of Employee Work Areas:

- a) To the extent that an area is within the control of TSA management and consistent with policies and procedures outlined in TSA Occupational Safety and Health Manual, Chapters 14 and 15, TSA will: (AGREED 7/26/12)
  - i. monitor indoor air quality to ensure safe, healthful air quality;
  - ii. provide ergonomic equipment and facilities to employees as appropriate; and
  - iii. monitor noise levels and coordinate with worksite authorities to facilitate corrective actions to eliminate the hazard.
- b) TSA will make reasonable efforts to coordinate with worksite authorities to mitigate employee exposure to insecticides and construction, renovation, maintenance, cleaning chemicals in areas under TSA control. (AGREED 7/26/12)
- c) TSA will make reasonable efforts to coordinate with worksite authorities to ensure that flooring covering in TSA work areas is properly cleaned and maintained. (AGREED 7/17/12)

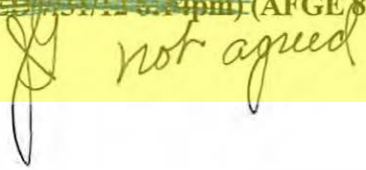
16. New Facilities: When a determination is made to acquire new or additional facilities, or to modify an existing facility or work area, management will notify the designated local union representative in advance of a plan for an infrastructure project over \$1,000.00 which substantially affects the working conditions of bargaining unit officers. The designated local union representative

will have an opportunity to review and provide input on that plan. AGREED 7/17/12

#### 17. Space and Equipment for AFGE Locals (AFGE 7/26/12)


- 
- a) TSA will provide each employee who TSA allows to serve on official time on a full-time basis for the Union with work space. Where practicable, this space will allow for easy access to 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. (AGREED 7/26/12)
  - b) Within 90 days following the effective date of the CBA, the parties will meet at the National level to discuss space and equipment issues for local union representatives. Unresolved issues may be referred to RP1. Management will also, as soon as practicable after the effective date of this Agreement make reasonable efforts to provide work space for use by each AFGE Local, either at the hub or a spoke within the jurisdiction of the Local. AGREED 8/2/12
  - c) TSA will provide each employee who TSA allows to serve on official time on a full-time basis for the Union with a computer with network access and telephone with voice mail. Additional equipment may be furnished for the work area at the Union's expense consistent with available space. (AGREED 7/26/12)

18. Union officials who are TSA employees may need their schedule and tour of duty adjusted to attend necessary representational meetings and formal discussions set by management. This adjustment of schedule or tour of duty will not result in an increase/decrease in the TSA Officer's hours. (AGREED 7/31/12 6:41pm) (AFGE 8/2/12 1:49am)




#### D. SERVICES FOR EMPLOYEE USE

##### 1. Timely and Proper Payroll Services

- 
- a. TSA will make reasonable efforts to ensure that each employee receives his/her full compensation due (amount that was due based on payroll transmission) on the established payday at the electronic site designated by the employee. Employees are responsible for reviewing their electronic earnings and leave statements and notifying their local payroll point of contact of any discrepancies. (AGREED 7/26/12)
  - b. When an 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 employee will receive payment within three (3) to five (5) days. Pay discrepancies requiring investigation will be resolved expeditiously. (AGREED 7/31/12 5:06pm)

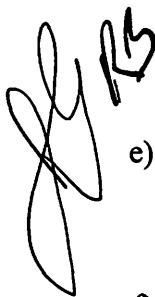
##### 2. Workers' Compensation:

- a) When an officer reports a possible job related injury as a result of his/her performance of duties, the employer will: (AGREED 7/18/12)

- 
- i. Arrange for immediate medical care if required and transportation assistance if necessary for the employee. **(AGREED 7/31/12 5:07pm)**
  - ii. Complete form CA-1 and notify the employee of his/her rights and benefits under the Federal Employee's Compensation Act; and **(AGREED 7/18/12)**
  - iii. Articulate the employer and employee responsibilities for reporting and documenting the claim as detailed in MD 1100.00-6 effective July 2, 2009 and associated Handbook. **(AGREED 7/18/12)**

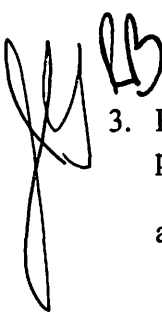
b) An officer may use annual and sick leave in lieu of continuation of pay (COP) as described in MD 1100.00-6 effective July 2, 2009. Eligibility for COP is governed by the Federal Employee's Compensation Act and employees are generally eligible for up to 45 calendar days of pay which is treated as salary and subject to the usual payroll deductions. **(AGREED 7/18/12)**

c) TSA shall offer limited duty assignments to employees who have approved DOL/OWCP claim consistent with TSA's legitimate operational needs. Employees who decline limited duty positions may be placed on LWOP while DOL/OWCP reviews the case and makes a decision on the individual's suitability for the limited duty assignment. **(AGREED 7/18/12)**



d) An 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. **(AGREED 7/18/12)**

e) Information on forms, rights and procedures related to workers' compensation will be maintained on iShare. TSA will provide to employees an annual reminder on access to these policies and procedures. **(AGREED 7/26/12)**



f) In accordance with the TSA Workers' Compensation Program Handbook, effective July 2, 2009, Officers will have the option to substitute COP for sick and/or annual leave used during the 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. **(AGREED 7/18/12)**

3. Personal Protective Equipment (PPE): To assess and minimize the hazards that may be present in facilities under the control of TSA, TSA will: **(AGREED 7/26/12)**

a) At TSA's expense, make available approved PPE to employees as needed to perform their duties, consistent with Chapter 17, Personal Protective Equipment, of the TSA OSH Manual. PPE may include, but is not limited to, hearing protection, respiratory protection, hand protection, eye and face protection and head protection; **(AGREED 7/31/12)**

b) Provide employees with training on the use, care, maintenance and limitations of required and authorized voluntary-use PPE; **(AGREED 7/26/12);**

- c) Ensure that PPE is safely stored, maintained and removed from service when defects are noted. (AGREED 7/17/12)
  - d) The joint labor management committee on health, safety, and **wellness** described in this Article, will periodically review and evaluate the PPE program and provide recommendations to management. (AGREED 8/1/12)
4. 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. (AGREED 7/26/12)

## E. COMMUNICATIONS

The Parties agree that because of AFGE's status as the exclusive representative of employees, it is beneficial to foster communications between AFGE and employees. The following provisions are designed to foster communication consistent with TSA's mission. (TSA Counter 6/29/12; AFGE agreed 7/9/12)

1. Union Bulletin Boards: In TSA-controlled areas, TSA will provide space (where feasible) for the Union to install one (1) lockable bulletin board (approximately 24" x 36" in every break room or equivalent space, in each airport/terminal. Such bulletin boards will be for the exclusive use of the Union. AGREED 7/17/12
2. Distribution of Union Information and Materials:
  - a) Postings and other materials distributed by the Union may not make defamatory or demeaning references to specific TSA officials or employees or contain Sensitive Security Information (SSI), Personally Identifiable Information (PII), profanity or discriminatory references. AGREED 7/17/12
  - b) TSA will not alter or censor the content of communications between the Union and employees that meet the requirements of Section E.2.a. (AGREED 7/31/12 5:09 pm)
  - c) Subject to available TSA-controlled space, the Union may install a rack of reasonable size for union publications in break rooms. The Parties will mutually agree on the size of the rack and its placement. (TSA Counter 6/29/12; AFGE agreed 7/9/12)
  - d) The Union's use of TSA equipment and/or supplies for internal Union matters or business is prohibited, except as otherwise provided in this Agreement. AGREED 7/17/12
  - e) Local union representatives, in the performance of their representational responsibilities, may engage in reasonable use of TSA's fax machines that does not interfere with TSA operations or mission. (AGREED 7/26/12)
  - f) Employees may distribute union literature in TSA controlled employee break rooms and other non-screening areas while off-duty and consistent with the requirements of Section C.10 and Section C.11 of this Article. (AGREED 7/26/12)

- g) TSA will create a folder within iShare for the AFGE Local Presidents to post a reasonable number of announcements and relevant information. **AGREED 7/17/12**
- h) Link to AFGE Website: TSA will provide a link to AFGE's website [www.tsa.afge.org](http://www.tsa.afge.org) on TSA's iShare. (TSA 6/8/12; AFGE agreed 7/9/12)
- i) TSA will allow up to two (2) union representatives to make a ten (10) minute presentation before the lunch break to new employees attending the New Hire Orientation. TSA will provide the Union with reasonable notice of the date and place of the orientation. **(AGREED 7/31/12 6:15pm)**

3. Use of TSA Email: The TSA email system is for official TSA business. Employees may use the TSA email system for limited personal use, to include union related matters, as long as this use does not interfere with official duties or cause degradation of network services. Employees may not send broadcast-type messages via TSA's email network regarding any unofficial matters, including union matters, except as provided below. **(AGREED 7/17/12)**

- a) The Union agrees its access and use will comply with applicable government-wide and TSA policies and guidelines and this Agreement. **(AGREED 7/17/12)**
- b) Access and use is limited to those situations where available hardware and software permit. **(AGREED 7/17/12)**
- c) Except for Union meeting notices (text only, no graphics), electronic mail cannot be used for internal union business. The content of the messages must conform to the requirements of Section E.2.a of this Article. **(AGREED 7/31/12 5:36pm)**

4. One (1) AFGE representative designed by AFGE may speak at least once every month at shift-change briefings for no more than five (5) minutes to update bargaining unit employees on Union matters. If the AFGE representative is not a TSA employee, he/she may not remain at the shift briefing after providing his/her update. **(AGREED 7/31/12 5:39pm)**

5. TSA will provide prior notice to AFGE-designated local Union officials for all formal meetings so that a Union official will have an opportunity to attend. **(AGREED 7/31/12 5:41pm)**

6. TSA will provide prior notice to AFGE-designated Union officials for all changes in non-security related TSA policies or procedures related to working conditions of bargaining unit employees. **(AGREED 7/31/12 5:48pm)**

7. TSA will post a Notice of Rights to Personal Representation During Examination or Investigation on each official bulletin board and will, at least once each year, send a message to all bargaining unit employees, the sole subject of which will be information regarding the Rights to Personal Representation During Examination or Investigation. AFGE may use any of the communication avenues as described in this Article to communicate with bargaining unit employees about Rights to Personal Representation During Examination or Investigation. **(AGREED 7/31/12 5:50pm)**

8. Union representatives may carry but not display personal electronic devices, to include cell phones, while on duty. Union representatives may not use their personal electronic devices while performing screening functions on duty. **(AGREED 7/26/12)**

9. TSA management may establish or continue to use existing committees, task forces or other groups of employees to meet and communicate with management officials. **The Parties will jointly select the members of the committees, task forces, or other groups of employees.** Employees will be on duty for such meetings. **(AFGE 7/26/12)**

10. Within sixty (60) days after the effective date of this Agreement, and bi-annually thereafter, TSA will provide the Union with a list of all bargaining unit employees by airport location, title, full- or part-time status, and include their TSA email addresses, subject to appropriate SSI restrictions. AFGE will safeguard this information consistent with applicable SSI requirements. **(AGREED 7/26/12)**

11. TSA will include the name, title and contact telephone number of the AFGE Local Union Officers in the TSA telephone directory/contact list at each airport. **AGREED 7/17/12**

#### **F. DISTRIBUTION OF COLLECTIVE BARGAINING AGREEMENT**

1. Electronic Distribution: TSA will post the collective bargaining agreement on TSA's iShare site. The posted collective bargaining agreement will have hyperlink ability to assist in navigating through the collective bargaining agreement. Each new hire employee will be provided with the hyperlink to the collective bargaining agreement. **(AGREED 7/19/12).**

2. AFGE will be responsible for the printing costs associated with the ratification copies of the collective bargaining agreement. TSA will assist with the distribution of ratification copies and providing reasonable storage space. **(AGREED 7/31/12 6:05)**

3. TSA will post on iShare and TSA intranet all directives, handbooks etc. and will provide an iShare link to the electronic copy of the directives and handbooks to the AFGE Council 100 President. **AGREED 7/17/12**

#### **G. IMPLEMENTATION**

Unless otherwise provided for in this Article, to the extent that this Article requires TSA to: procure new equipment and/or space; modify existing space and/or equipment; and/or make other acquisitions or alterations to TSA controlled space and/or equipment, TSA will implement those provisions within ninety (90) days of ratification. **(AGREED 7/26/12)**

**Appendix: Collateral Effect**

Where a term or condition of employment for covered employees is excluded from collective bargaining (see Sec. III(B)(3) of the Determination), TSA may change that term or condition irrespective of any collateral impact that change does or might have on a matter within the scope of collective bargaining. However, where such a change has a collateral impact on issues, sections or Articles of this Agreement the Union may reopen the affected issues, sections or Articles for term negotiations. Issues, sections or Articles not affected by Management's action will not be reopened. Reopening an affected issue, section or Article will not preclude the change from taking effect. Nothing in this provision will alter, restrict or expand the exclusion from collective bargaining the issues enumerated in paragraph III.B.3. of the Determination. NOT AGREED



# AFGE



## Issues Presented to Resolution Process

The contract issues referenced in the following letter ***are not subject to ratification***, but are provided to you for your information. Under Resolution Process 1, AFGE and TSA will attempt to resolve these remaining contract issues, first through informal discussions, followed by mediation with the assistance of the Federal Mediation and Conciliation Service (FMCS). If the parties are unable to reach agreement, any unresolved issues will be decided by arbitration before a panel of arbitrators. The results of the arbitration will then become part of the contract.



# AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

**J. David Cox, Sr.**  
National President

**Eugene Hudson Jr.**  
National Secretary-Treasurer

**Augusta Y. Thomas**  
National Vice President for  
Women and Fair Practices

7u/C-100/00310780

August 30, 2012

Robert Ball  
Federal Security Director  
111000 Metro Airport Center Drive, Suite 160  
Romulus, MI 48174  
robert.ball@tsa.dhs.gov

Re: Failure to agree on terms of the collective bargaining agreement and management interfering with and restraining employees for exercising their rights regarding union activity

Dear Mr. Ball:

The purpose of this letter is to initiate the informal efforts to resolve covered issues in accordance I.2. of Resolution Process 1 based on the following action by TSA during the negotiations of the Collective Bargaining Agreement (CBA) between AFGE and TSA:

- 1) failure to reach agreement on the terms of the collective bargaining agreement, and
- 2) management has interfered with, restrained, or coerced any employee for exercising their rights regarding union activity as set forth in this Determination or rights established under a binding collective bargaining agreement.

*See*, Section V.C.9 of the February 4, 2011 Decision Memorandum Determination on Transportation Security Officers and Collective Bargaining (Determination).

## **1. Failure to reach agreement on terms of the CBA**

The mutually-agreed extension of the negotiations of the collective bargaining agreement between AFGE and TSA concluded on August 2, 2012, and the parties were unable to agree on:

- a. Article 4 (Shift and Annual Leave Bid) – The sections not agreed to are:

Section 4.F. Shift bid lines will include all pertinent information, such as location (i.e.. specific checkpoint, or baggage locations), required certifications (dual, passenger, baggage, equipment), type of employee (full-time/part-time), start time, end time, gender, and

RDOs. Where a variable start time is required, it will be clearly noted on the bid line. If the RDOs are variable, the method of rotation will be clearly noted on the bid line. Assignment to a particular location does not restrict management from moving an employee to another location based on operational needs. Based on operational requirements, management may require employees to bid shifts based on gender, qualifications and documented medical restrictions.

Section 4.K.ii. An AFGE officer or designated representative will be present during the entire bid process to observe and assist officers who bid by telephone or proxy.

Section 4.K.vi. Prior to the annual shift bid, management will fill anticipated openings in the planned checkpoint and /or baggage bidding rosters by offering the most senior, interested employees the opportunity to change certification. Such employees will exercise their seniority in the new certification during the annual shift bid process. Example: An airport has planned a bid for baggage zones that will require 80 full-time employees. There are currently only 76 employees qualified to work in baggage. Four (4) positions will be offered to the most senior, interested employees prior to the bid. Management will offer and fill the opportunities provided for in this section based on the number of bid lines at the time bid is posted. Employees must successfully pass all training and testing requirements for the new certification.

Section 5.G.2. An AFGE officer or designated representative will be present during the entire bid process to observe and assist officers who bid by telephone or proxy.

b. Article 10 (Parking Subsidies) – AFGE’s last proposal (copy to be provided).

c. Article 11 (Facilities and Services) – The sections not agreed to are:

Section C.18. Union officials who are TSA employees may need their schedule and tour of duty adjusted to attend necessary representational meetings and formal discussions set by management. This adjustment of schedule or tour of duty will not result in an increase/decrease in the TSA Officer’s hours.

Section E.9. TSA management may establish or continue to use existing committees, task forces or other groups of employees to meet and communicate with management officials. The Parties will jointly select the members of the committees, task forces, or other groups of employees. Employees will be on duty for such meetings.

d. Collateral Effect Provision –

Where a term or condition of employment for covered employees is excluded from collective bargaining (see Sec. III(B)(3) of the Determination), TSA may change that term or condition irrespective of any collateral impact that change does or might have on a matter within the scope of collective bargaining. However, where such a change has a collateral impact on issues, sections or Articles of this Agreement the Union may reopen the affected issues, sections or Articles for term negotiations. Issues, sections or Articles not affected by Management's action will not be reopened. Reopening an affected issue, section or Article will not preclude the change from taking effect. Nothing in this provision will alter, restrict or expand the exclusion from collective bargaining the issues enumerated in paragraph III.B.3. of the Determination.

**2. Management has interfered with, restrained, or coerced employees for exercising their rights regarding union activity**

Throughout the collective bargaining negotiations, Management interfered with and restrained employees for exercising their rights regarding union activity by 1) refusing to agree to the labor-management committee language in Article 11, Section E.9 of the collective bargaining agreement, and 2) continuing to treat with bargaining unit employees not appointed by the union on various labor-management committees. Management's actions are in violation of AFGE's role as the exclusive representative of the employees and Section V.C.9 of the Determination.

AFGE reserves the right, prior to the hearing, to further define the issues and AFGE's position, and to amend or supplement this submission.

Sincerely,



David A. Borer  
General Counsel

cc: Francine Kerner, TSA Chief Counsel

