



LABOR RELATIONS
INTERIM GUIDANCE RELATED TO IMPLEMENTING THE
2024 COLLECTIVE BARGAINING AGREEMENT
May 24, 2024

1. **PURPOSE:** This document is Interim Guidance for Transportation Security Administration (TSA) management and bargaining unit employees related to implementing the 2024 Collective Bargaining Agreement (2024 CBA), effective May 24, 2024, as amended. Several provisions of the CBA remain open pending resolution. This Interim Guidance is to be read and applied in conjunction with the 2024 CBA.
2. **SCOPE:** This Interim Guidance applies to TSA management and bargaining unit employees for the implementation of the 2024 CBA. To the extent that any other TSA policy provision is inconsistent with the 2024 CBA and/or this Interim Guidance, the 2024 CBA and this Interim Guidance must be followed.
3. **AUTHORITIES:**
 - A. December 30, 2022 Determination on Transportation Security Officers and Collective Bargaining as modified.
 - B. Aviation and Transportation Security Act (ATSA), P.L. 107-71 (Nov. 19, 2001).
4. **PROCEDURES:**
 - A. Provisions Related to Article 8: Distribution of Collective Bargaining Agreement:
 - (1) 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.
 - B. Provisions Related to Article 9: Facilities:
 - (1) TSA will provide bargaining unit employees with the opportunity to receive cost-free flu shots once per year, provided such services are available.
 - C. Provisions Related to Article 16: Uniforms, Uniform Allowances, and Appearance
 - (1) STIs and EMTs must follow checkpoint uniform guidelines while performing screening duties at the checkpoint.
 - D. Provisions Related to Article 17: Attendance Management Process
 - (1) Management will timely approve or deny leave requests (in writing or electronically) and provide a copy (in writing or electronically) of the leave request ([OPM 71](#)) to the bargaining unit employee. When denying a bargaining unit employee's leave request,
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management will indicate the reason for the denial on the leave request or as otherwise provided electronically. Management will file the approved or denied leave request (OPM 71) with the bargaining unit employee's time and attendance records. Such records will not include detailed medical documentation.

- (2) If a bargaining unit employee has insufficient sick leave accrued, the bargaining unit employee can request Leave Without Pay (LWOP) or other available leave for an absence for which sick leave would otherwise be appropriate.
- (3) If a bargaining unit employee provides administratively acceptable documentation to substantiate an absence previously documented as AWOL, the charge to AWOL on the time and attendance report normally will be changed to the appropriate leave category.
- (4) Bargaining unit employees will have one 15-minute paid rest break for every four (4) hours of scheduled duty. Management may approve additional fifteen (15) – minute paid rest breaks, and bargaining unit employees scheduled to work more than ten (10) hours should be given a third fifteen (15) minute break. The Federal Security Director or Deputy Federal Security Director has the discretion to reduce, postpone or in rare instances eliminate rest breaks.

- E. Provisions Related to Article 18: Leave Under the Family and Medical Leave Act: The following language replaces Sections C.3.b and C.5.d. to make the language consistent with applicable law.

To be eligible for leave under Title II FMLA, a bargaining unit employee must earn sick and annual leave and must have at least 12 months of honorable military service in the United States Army, Navy, Air Force, Space Force, or Marine Corps; or must have worked for the TSA or the Federal government in a civilian capacity for at least twelve (12) months. It is not necessary for the twelve (12) months to be recent or consecutive, nor is there a requirement to work a specific number of hours to attain eligibility. Article 18 Section C.3.b.

Bargaining unit employees may not invoke their entitlement to FMLA retroactively. However, if a bargaining unit employee and their personal representative are physically or mentally incapable of invoking the bargaining unit employee's entitlement to FMLA during the entire period in which the bargaining unit employee is absent from work for an FMLA-qualifying purpose, the bargaining unit employee may retroactively invoke their entitlement to FMLA within five workdays after returning to work. Article 18 Section C.5.d.

- F. Provisions Related to Article 19: Shift Bid Process:

- (1) Based on operational need, management may require bargaining unit employees to bid based on gender or training requirements.
- (2) On an annual basis, management will provide bargaining unit employees with the opportunity to express their interest in obtaining additional equipment certification within their basic certification.

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- (3) Expressions of interest must be in writing and submitted to the designated local management official.
- (4) When certifying bargaining unit employees for additional equipment, if management determines there are additional opportunities available for training beyond those employees identified by management to receive training, management will extend those additional training opportunities to the bargaining unit employees, in seniority order, who appropriately expressed an interest and meet the minimum requirements for the training being offered. These opportunities will be offered to the extent it does not interfere with TSA's ability to have bargaining unit employees with the required certifications, skills, and training in the necessary locations at the necessary times.
- (5) Bargaining unit employees must select a shift bid line that meets their current certifications (including equipment). However, as determined by management, bargaining unit employees may be allowed (by seniority), or required, to select shift bid lines outside of their current certifications or current equipment training. To the extent it does not interfere with TSA's ability to have covered employees with the required certifications, skills, and training in the necessary locations at the necessary times, management is encouraged to exercise the flexibility to allow BUEs to select shift bid lines outside of their current certification (including equipment).

G. Provisions Related to Article 20: Annual Leave Bid Process:

- (1) All days within the leave year will be available for bidding. If an airport bids a workgroup separately, all days within the leave year will be available for bidding within each workgroup. Whether management conducts an annual leave bid for all workgroups or conducts a separate annual leave bid for each workgroup, management will determine the number of slots available to bid.
- (2) During the annual leave bid, management will update and post all awarded and open annual leave bid lines and day at a time leave slots on a daily basis, at the close of the bidding day, absent extenuating circumstances, and post the bid results at the end of the completed annual leave bid. Complete listings of bargaining unit employees and annual leave bid results are Sensitive Security Information (SSI) and will be restricted appropriately.
- (3) For annual leave bid lines and the day at a time leave slots not selected during the annual leave bid, management will 1) convert the annual leave bid lines and day at a time leave slots to first-come-first-served leave slots, and 2) redistribute the first-come-first-served leave slots on the annual leave calendar based on operational needs. The first-come-first-served leave slots may be limited by workgroup, shift, and/or location (e.g., terminal, checkpoint, baggage location).
- (4) If a bargaining unit employee cancels approved annual leave fourteen (14) or more calendar days in advance, management will post first-come-first served leave slots for the same days on the annual leave calendar, and is encouraged to do so within ten (10) calendar days.

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(5) Management will establish the date when bargaining unit employees may start submitting annual leave requests on a first-come-first-served basis. The date will be no sooner than fourteen (14) calendar days after the completion of the annual leave bid. Management will send an email notification to the bargaining unit employees of the start date and process for submitting first-come-first-served leave.

(6) Management will update the annual leave calendar at least once per pay period.

H. Provisions Related to Article 22: Process for Work Status Change from Full-Time to Part-Time and Vice Versa:

(1) The bargaining unit employee must not be under investigation pending a potential adverse action. If such bargaining unit employee would have been converted but for the investigation and is subsequently cleared, the employee will be offered a full-time position when management determines a work status change opportunity exists.

I. Provisions Related to Article 26: Interviews in Connection with an Examination by an Agency Representative:

(1) When an employee is interviewed by the Agency and the employee is the subject of an investigation or inquiry, the employee will be informed of the general nature and purpose of the matter (e.g., possible criminal or administrative misconduct) except when doing so would undermine the investigation/inquiry.

J. Provisions Related to Article 33: Health and Safety:

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

(2) When known or reported to management, TSA will make arrangements and precautions for bargaining unit employees who have had possible exposure on duty to communicable diseases reportable to the Centers for Disease Control and Prevention (CDC) consistent with guidance from the CDC.

K. Appendix B: TSA Investigations Forms

- (1) Miranda Warnings
- (2) Garrity Warnings
- (3) Kalkines Warning