

SETTLEMENT AGREEMENT

The Department of Homeland Security (DHS), Transportation Security Administration (TSA or Agency), through its Chief Negotiator and Alternate Chief Negotiator, and the American Federation of Government Employees (AFGE), through its Chief Negotiator and Council 100 President (Parties), hereby enter into the Settlement Agreement and Release (Agreement) in order to fully and finally settle some of the collective bargaining agreement (CBA) provisions TSA and AFGE did not agree on at the conclusion of collective bargaining on December 9, 2019 (Attachments A and B).

The Parties agree that the provisions in Attachment A of this Agreement shall be effective as of the date all of the Parties affix their signatures below or upon receipt of an electronic copy of the Agreement, in Portable Document Format (PDF), containing an executed signature page by each of the Parties, whichever comes first.

The Parties agree that the provisions in Attachment B of this Agreement shall be effective fourteen (14) calendar days after the date all Parties affix their signatures below or upon receipt of an electronic copy of the Agreement, in Portable Document Format (PDF), containing an executed signature page by each of the Parties, whichever comes first.

Each executed electronic copy shall constitute an original and all such copies shall constitute one and the same Settlement Agreement. Signatures on PDF versions of this Agreement shall constitute acceptable, binding signatures of this Agreement.

The Parties agree to the following terms and conditions of this Agreement:

- I. When this Agreement is fully executed, it will constitute a partial withdrawal by AFGE with prejudice on the allegation regarding the failure of the Parties to reach agreement in the terms of the collective bargaining agreement reflected in AFGE's grievance dated January 6, 2020 with respect to the terms contained in Attachments A and B; and
- II. The CBA provisions in Attachment A will be incorporated into the collective bargaining agreement ratified by the bargaining unit employees on December 10, 2020, as amended, and will be binding on the Parties as of the effective date of this Agreement; and
- III. The CBA provisions in Attachment B will be incorporated into the collective bargaining agreement ratified by the bargaining unit employees on December 10, 2020, as amended, and will be binding on the Parties effective fourteen (14) calendar days after the date this Agreement is signed by all Parties; and
- IV. Neither TSA nor AFGE admits to any violation of any laws, rules, regulations, TSA policies, or binding agreements regarding this matter or any wrongdoing, fault, or liability of any kind; an

- V. The terms contained in the Agreement, including the language in Attachments A and B are being provided solely pursuant to this Agreement and shall not be considered as precedent regarding any future negotiations between the Parties and do not alter the issues subject to or excluded from collective bargaining; and
- VI. The Agreement constitutes the final and complete agreement of the Parties. No other promises are binding unless they are in writing and signed by the Parties; and
- VII. The Parties agree that they have read this Agreement, have comprehended its terms, are authorized to enter into it, and have entered into it voluntarily and of their own free will.
- VIII. The Parties understand that if one or more of the provisions in this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.

Amelia Glymph

Amelia Glymph
Chief Negotiator
American Federation of Government Employees

10/26/21

Date

Hydrick Thomas

Hydrick Thomas
President
Council 100

10/26/21

Date

Lisa M. Baker-Amos

Lisa M. Baker-Amos
Chief Negotiator
Transportation Security Administration

10/26/21

Date

Alicia Elsetinow

Alicia Elsetinow
Alternate Chief Negotiator
Transportation Security Administration

10/26/21

Date

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ATTACHMENT A

ARTICLE 4: SHIFT AND ANNUAL LEAVE BID PROCESS

D.15.e

- i. Expressions of interest must be in writing and submitted to the designated local management official.
- ii. 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.
- iii. ~~Management is encouraged to use its authority to offer the additional opportunities in seniority order to the bargaining unit employee(s), identified in 4.D.15.e.ii, 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.~~

D.15.f

- i. ~~Moreover, at Cat X and Cat I airports bargaining unit employees can select shift bid lines outside of their current certifications as follows:~~
 - a. ~~During the airport wide shift bid process, up to five (5) percent of an airport's bargaining unit employees annually may select shift bid lines outside of their current certifications.~~
 - b. ~~This percentage in Section D.16.f.i.a is inclusive of bargaining unit employees selecting shift bid lines based on seniority, and bargaining unit employees who are displaced to certifications they do not currently hold. All other bargaining unit employees at CAT X and CAT I airports are required to select shift bid lines that meet their current certifications (including equipment) if available.~~
 - c. ~~Nothing in this Article prevents management from annually offering greater than the five (5) percent of the total number of bargaining unit employees at the airport the opportunity to select shift bid lines outside of their current certifications.~~

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ARTICLE 8: UNIFORMS AND UNIFORM ALLOWANCES

H.5 Tattoos:

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

H.6. Personal Accessories and Grooming: All determinations of professional appearance or appropriate use of personal accessories and grooming will be made at the lowest level possible and based on the reasonable person standard. A reasonable person standard is an objective determination made by someone who exercises average care, skill, and judgment in conduct. For purposes of this Article, the Federal Security Director (FSD) will make the management determination when there is a disagreement concerning professional appearance or appropriate use of personal accessories and grooming.

- a. Eyewear: Bargaining unit employees may wear prescription glasses with any frame and lens while on duty as long as the eyewear does not detract from the professional appearance of the

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officer (e.g., mirrored, opaque, iridescent or fluorescent colors are not permitted). Sunglasses or darkly tinted glasses must not be worn inside the building.

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

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

c. Hair: Hair and/or hairpieces, whether dyed or natural, must present a professional appearance. Only natural hair colors—e.g., blond, brown, black, natural red, and gray—are permitted. While on duty, hair length can touch, but must not extend below the top of the shoulder. Hair accessories may be used to meet this requirement; however, such accessories must be concealed as much as possible and should not distract from the uniform. In addition, the use of one's own hair to meet this standard is permitted as long as the style maintains a professional look that does not distract from the uniform. If a supervisor or management official determines that an officer's hair is not compliant with this section, the officer will be advised and given a reasonable opportunity to become compliant with this section. The amount of time will be determined by management based on the nature of the matter.

d. Jewelry:

- i. Officers may wear only stud style earrings that do not exceed ½ inch in diameter and are made of plain gold or silver tone metal, pearl, or other gemstone, and officers may not wear more than two earrings per ear; earrings may only be worn in the lobe. Earrings must not detract from the professional appearance of an officer.
- ii. Necklaces may be worn if not visible to the public.
- iii. Other than earrings, no other jewelry, including tongue piercing, may be worn on or about the face, head, or mouth. Body piercing, except for earrings, may not be visible to the public.
- iv. Rings or ring sets on fingers must be limited to no more than two rings per hand.
- v. While on duty, beads, chains, bracelets, and similar jewelry are prohibited.
- vi. Medical identification bracelets/necklaces may be worn.
- vii. Wrist watches may be worn while on duty. Watches should be of a style that minimizes sliding up the arm and are not of a size that could create a safety issue. Watches must not detract from the professional appearance of an officer.

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e. Facial Hair: Officers must be neatly shaven or maintain neatly trimmed and well-kept facial hair; no more than approximately ½ inch in length.

f. Chewing Gum and Tobacco: Officers are prohibited from chewing gum or tobacco during the performance of their duties.

g. Lanyards: All lanyards with personal messages, sports teams, organizations, clubs, etc., are not authorized; except that each officer will be allowed to wear one lanyard, designed and paid for by the Union, which will only display the official AFGE logo and/or the words “Council 100” or the number of the local TSA Union, as long as the lanyard does not detract from the professional appearance of an officer. Other than the Union lanyard described above, only plain navy blue or black lanyards or lanyards with TSA approved insignia which identifies an officer as a member of the TSA uniformed workforce are authorized.

ARTICLE 9: SPECIAL ASSIGNMENTS

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

ARTICLE 10: PARKING SUBSIDIES

E. Union Parking: At every Category X and Category I airport, TSA will provide one parking space for union use as close as practicable to the airport.

~~E.2—At each non-Category X II, III, and IV airport that is the official duty station of an AFGE Local President or Council 100 Officer as of April 29, 2021, TSA will provide one (1) parking space for union use as close as practicable to the airport.~~

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ATTACHMENT B

ARTICLE 15: INTERVIEWS IN CONNECTION WITH AN EXAMINATION BY AN AGENCY REPRESENTATIVE

- A. PURPOSE: This Article outlines employee rights during an interview in connection with an examination by an Agency representative. For the purpose of this Article, examinations include any fact-finding process (e.g., administrative inquiries) conducted by a local supervisor, management official, or any TSA employee or agent authorized by TSA management and investigations conducted by the TSA Investigations Office (INV) of possible criminal, civil or administrative violations.
- B. 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.
- C. [Placeholder]
- D. Except in limited circumstances described below in Section F related to investigations, employees must cooperate fully with all investigations and inquiries, including but not limited to inquiries initiated by and or conducted by supervisors and management officials.
- E. Employee Weingarten Rights
 - 1. [Placeholder]
 - 2. [Placeholder]
 - 3. If the employee exercises their option to have union representation present, the employee will have a reasonable period of time to secure union representation.
 - 4. The arrangements made to accommodate union representation pursuant to Section E may not cause an unreasonable delay of the Agency's examination. The reasonableness of the delay will be assessed based on the individual circumstances of each case in consideration of TSA's mission.
 - 5. Where a representative of the Agency denies an employee the opportunity to be represented by the Union during an interview, the employee will be provided with the reason for the denial in writing.
 - 6. The Agency will inform employees of their rights to union representation twice per year.
- F. INV will provide appropriate warnings to the subject of an examination that could result in criminal prosecution.
 - 1. *Miranda*: When an employee who is the subject of a criminal investigation is interviewed in the custody of the Agency, the employee shall be given a statement of

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his/her U.S. Constitutional rights in writing on form INVD-M (see Appendix B) prior to commencement of questioning. The form shall be signed and dated, as appropriate, and a copy will be given to the employee.

2. *Garrity*: In a voluntary interview involving possible criminal matters, an employee will be advised in writing of their rights and the consequences of refusing to answer the questions posed on the grounds that the answers may tend to incriminate the employee. The notice shall be on form INVD-G (see Appendix B). The form shall also be signed and dated, as appropriate, and a copy will be given to the employee.

3. *Kalkines*: In an interview involving possible criminal matters, when the possibility of criminal prosecution of the employee has been removed, usually by a declination to prosecute by the Department of Justice, an employee is required to answer questions. This notice shall be on form INVD-K (see Appendix B) which shall be signed and dated, as appropriate, and a copy will be given to the employee.

4. The parties understand that the forms referenced in this Section are TSA agency forms that TSA may update (e.g., based on statutory changes or legal ruling and/or agency reorganizations). The parties further agree that the content of the forms is not subject to any substantive contract negotiation, but may, depending on the nature of the Agency initiated change(s), be subject to other applicable bargaining.

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

1. The employee must answer any questions and/or disclose any information known to them concerning the matter being investigated;
2. The employee's failure or refusal to answer such questions may result in disciplinary or adverse actions;
3. A false answer to any such question may result in disciplinary/adverse action and/or criminal prosecution, as appropriate;
4. The employee may discuss the matters raised in the interview with the Union, but not with other employees, except as provided by applicable law, regulation or directive; and
5. When an employee refuses to answer a question in accordance with this section, the Agency representative may remind the employee of their obligation to answer.

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