

Article 10: Parking Subsidies

Section E. UNION PARKING

1. At every Category X and I airport, TSA will provide one (1) unreserved parking space for union use as close as practicable to the airport. **(Union 10/29/19)**
2. In addition to any parking provided pursuant to Section FE.1, TSA will provide one (1) unreserved parking space for union use as close as practicable to the airport for any airport that is the official duty station of an AFGE Local President or Council 100 Officer. **(Union 10/29/19)(Union note 1/6/20: F changed to E due to reformatting)**

Article 11: Matters Solely within the Control of TSA Management: Facilities

C.23.e Bargaining unit employees in possession of a TSA-issued ID media may use their existing TSA-issued ID media when sterile area access is necessary to engage in union-related activities and perform representational duties (on or off duty) on behalf of bargaining unit employees. **(Union 11/13/19)**

C.24 Access to TSA-Controlled Space for Union and 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: **(Union 11/13/19)**

- 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. **(Union 11/13/19)**
- b. Requirement to include, date, time, and location of activity. **(Union 11/13/19)**
- c. Name, title, and contact information of TSA official designated by the FSD to receive requests. **(Union 11/13/19)**
- 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. **(Union 11/13/19)**
- e. FSDs or their appointed designees should approve requests that are reasonable and do not disrupt or negatively impact operations. **(Union 11/13/19)**
- 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. **(Union 11/13/19)**
- 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 bargaining unit employees during break and lunch periods. If a membership drive is held in a break room, all

Certain AFGE Proposals Included in AFGE's 1/6/2020 Grievance

- employees will be allowed access during these activities. Detailed arrangements will be coordinated at the local level according to the terms of this Article. **(Union 11/13/19)**
- h. Off-duty bargaining unit employees who are conducting union/representational activities will have access to break areas. If such area is located in the sterile area, the bargaining unit employee will present his/her TSA-issued ID media and proceed through screening. Airport issued media will not be used for these purposes. **(Union 11/13/19)**
 - i. If a bargaining unit employee wishes to discuss representational matters with a Union representative in TSA-controlled facilities, such bargaining unit employee shall have the right to contact and meet with the Union representative on duty time. Normally, the bargaining unit employee will be released from 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 a bargaining unit employee's release will extend by one (1) workday any time limits that may apply to the representational matter when the time limits are under TSA control. **(Union 11/13/19)**
 - j. 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. **(Union 11/13/19)**

C.34 Space and Equipment for AFGE Locals: **(Union 11/13/19)**

- a. TSA will provide each bargaining unit 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 bargaining unit employees and will be located at the airport. If space is not available on-site, it will be provided at a TSA off-site location. The space will contain, at a minimum, a desk, chair, and file cabinet or other storage space. **(Union 11/13/19)**
- b. TSA will provide each bargaining unit employee who TSA allows to serve on official time on a full-time basis for the Union with a computer with network access and a telephone with voice mail. Additional equipment may be furnished for the work area at the Union's expense consistent with available space. **(Union 11/13/19)**
- c. Within sixty (60) days of the effective date of this Agreement, management will provide a work space for use by the Union at each CAT X airport. If space is not available on-site, it will be provided at a TSA off-site location. The work space will contain, at a minimum, a desk, a chair, a lockable file cabinet or other lockable storage space, a TSA-issued desktop/laptop, and, if available, network access. **(Union 11/13/19)**
- d. **Work Space at CAT I Airports:** **(Union 11/13/19)**
 - i. The FSD or designee and the Union Local President or designee will meet to discuss work space and access to work space at CAT I airports. **(Union 11/13/19)**
 - ii. Management will provide a lockable file and/or storage cabinet for use by the Union. **(Union 11/13/19)**

Certain AFGE Proposals Included in AFGE's 1/6/2020 Grievance

- iii. Management will also provide a work space (on-site or off-site) to the Union Local when work space is available. If provided, work space will contain a desk, a chair, and, where available, a TSA issued desktop/laptop and network access. **(Union 11/13/19)**
- iv. When access to the work space is restricted, management will make reasonable efforts to provide the Union representative access to the work space. **(Union 11/13/19)**
- v. If the work space is not available, the FSD or designee will notify the Union Local President in writing of the reason the work space is unavailable. **(Union 11/13/19)**
- vi. Where Management provides dedicated work space as of the effective date of the Agreement, management will not arbitrarily or unreasonably remove the Union's access to the space. **(Union 11/13/19)**
- e. Upon request at CAT II, III and IV airports, management will provide a lockable file and/or storage cabinet for use by the union. **(Union 11/13/19)**

C.35. Management will adjust the schedule and tour of duty for union representative(s) as necessary to attend meetings scheduled by management, including internal investigative authorities, or a neutral third party external to TSA (e.g., EEOC, MSPB, and arbitrator). Such meetings may include grievance presentations, oral responses, formal discussions, and pre-decisional disciplinary meetings. This adjustment of tour of duty will not result in an increase/decrease in the bargaining unit employee's hours.

For meetings scheduled by management, in those circumstances in which management determines that there are legitimate operational needs, management may adjust the tour of duty of the affected represented employee to coincide with the tour of duty of the union representative. **(Union 11/13/19)**

**Article 12: Matters Solely within the Control of TSA Management:
Services for Bargaining Unit Employee Use**

**B. DUES WITHHOLDING AND TIMELY AND PROPER PAYROLL SERVICES
(Union 12/6/19)**

- 1. The Parties agree to the following regarding dues withholding: **(Union 12/6/19)**
 - a. A bargaining unit employee may have dues withheld through payroll deduction if the bargaining unit employee voluntarily completes TSA Form 1158-1, *Voluntary Deduction/Cancellation of AFGE Union Dues*, in accordance with the instructions in Sections I, II, III, and IV, of the TSA Form 1158-1, dated 9-2011. The date of the form may be revised as a result of a change described in Section B.8 below. **(Union 12/6/19)**

Certain AFGE Proposals Included in AFGE's 1/6/2020 Grievance

- b. A bargaining unit employee may cancel payroll dues deductions by completing TSA Form 1158-1, *Voluntary Deduction/Cancellation of AFGE Union Dues*, in accordance with the instructions on the form. **(Union 12/6/19)**
- c. For those bargaining unit employees who properly complete TSA Form 1158-1 requesting dues withholding, dues withholding will become effective the pay period following receipt of TSA Form 1158-1 by the office designated on Form 1158-1 and dues will be deducted each pay period. **(Union 12/6/19)**
- d. TSA will timely remit the dues deduction to AFGE in accordance with its arrangements with TSA. Each pay period at the national level, management will provide to AFGE national a dues report in excel format developed from information received from the National Finance Center (NFC), or successor entity, to include BUE name, airport code, and amount deducted. **(Union 12/6/19)**
- e. The Union will forward any completed TSA Form 1158-1 to the contact listed on TSA Form 1158-1 when such forms are submitted to the Union. **(Union 12/6/19)**
- f. Bargaining unit employees who have elected to have dues withheld and who are reassigned or transfer from one airport to another will continue to have dues withheld. If there is a difference in the dues withholding amount at the gaining local, the change becomes effective the same pay period in which the transfer is processed. **(Union 12/6/19)**
- g. AFGE has the right to change the amount to be deducted when certified by AFGE at any time after the bargaining unit employee's membership begins. **(Union 12/6/19)**
- h. The TSA Payroll Office Processing Instructions contact listed on TSA Form 1158-1 may be changed at TSA's discretion. Management may only change the contact information on the form, all other information will remain the same. TSA will notify the AFGE Council 100 President and the designated point of contact at the AFGE National Office at least ten (10) days in advance of the change. **(Union 12/6/19)**

Article 13: Matters Solely within the Control of TSA Management: Communications

C.2.f TSA will create a folder within iShare for the AFGE Local Presidents or designee to post a reasonable number of announcements and relevant information. Upon written request to the FSD or designee, management will provide the AFGE Local President or designee with access to that folder at each airport in the jurisdiction of the AFGE Local. The written request must contain a list of the airports that are within the jurisdiction of the AFGE Local. **(Union 11/14/19)**