

# THE TSO VOICE

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

## ***AFGE Achieves Important Wins in Historic Interest Arbitration at TSA***

**A** FGE achieved important wins in a historic interest arbitration case on March 17, 2014, when the panel of neutrals, or arbitrators, issued its decision regarding provisions of the contract that the parties were unable to agree upon during the negotiations. After six days of hearing in April, May and July of last year, which produced a transcript that was 1,506 pages and post-hearing briefs submitted by each party to the arbitrators that were at least 100 pages, with over 100 cases cited, the panel issued the following award and decision:

### **TSA MUST PROVIDE SPECIFIC INFORMATION DURING SHIFT BIDDING**

The panel agreed with AFGE's position that the opportunity to work at a particular checkpoint or baggage location is important to the bargaining unit employees for a variety of reasons and that "[m]anagement should be encouraged to allow such bidding in those airports where it is operationally feasible." Now, the contract places an affirmative duty on TSA to consider whether such bidding is operationally feasible. During the shift bidding process, TSA must provide information about specific terminal location in an airport that has more than one terminal, and TSA must include specific checkpoint and baggage locations where it is operationally feasible and such information is not currently included.

### **TSA MUST ESTABLISH WORK GROUP ON TSOS BIDDING TO CHANGE CERTIFICATIONS (BAGGAGE TO PAX OR VICE VERSA)**

TSA must create a working group of bargaining unit employees and management officials to make recommendations on the feasibility of allowing employees to bid to change certifications from passenger certified to baggage certified or vice versa or obtain both certifications. If TSA fails to adopt any recommendation of the working group, the agency must provide, in writing, the reason why the proposal was not adopted.

### **PARKING SUBSIDIES INCREASED AT AIRPORTS PARTICIPATING IN THE PARKING SUBSIDY PROGRAM**

TSA must increase the parking subsidy provided to employees by \$10 dollars at airports that participate in the parking subsidy program. The panel acknowledged that the cost of parking was a major issue in the dispute between AFGE and TSA, and that the cost at some airports is "sky high," which imposes a financial burden on TSOs. The panel also found credible that the cost of parking affects both morale and retention of TSOs, a point that the panel noted even the agency conceded. Yet, the panel did not agree to provide free parking for all TSOs because it ruled the cost was too great with the financial constraints the agency faces.

### **AFGE MAY REQUEST THE ADDITION OF MORE AIRPORTS TO THE PARKING SUBSIDY PROGRAM**

AFGE may petition TSA to increase the number of airports that participate in the parking subsidy program, so the parking subsidy is available to more employees. The panel decided that in balancing the union's interest for free parking and the agency's interest regarding cost, that an expansion of the parking subsidy program to more airports is "warranted." Now, the contract will allow the union to submit a petition to TSA to add airports where it can establish that the addition of the airport meets TSA's policy for inclusion in the parking subsidy program.

## TSA MUST ADJUST EMPLOYEES' SCHEDULES FOR REPRESENTATION PURPOSES

TSA must adjust the schedule and tour of duty of the union representative or the affected represented employee to attend meetings scheduled by management or neutral third party. The Pistole Determination provides for the union representative to attend formal meetings and represent employees. As the union argued and the panel agreed, other agencies, including the Federal Aviation Administration (FAA), agreed to adjust schedules, and TSA could do the same.

## AFGE MUST BE AN EQUAL PARTNER IN SELECTING EMPLOYEES FOR TSA COMMITTEES

TSA and AFGE will jointly select bargaining unit employees to serve as committee members of: the National Advisory Council, the Diversity Advisory Council, Employee Advisory Councils, Safety Action Committee, scheduling committee, and other committees, tasks forces, and groups of employees that deal with topics within the scope of bargaining.

## NEW BARGAINING IS POSSIBLE WHEN TSA MAKES A CHANGE THAT AFFECTS AN ISSUE COVERED BY THE CBA

The panel imposed a provision that TSA must allow for mid-term bargaining (bargaining during the term of a CBA) if TSA makes a change to a subject that is not excluded from bargaining and that change has a collateral impact on the collective bargaining agreement. This provides the union with the ability to further protect the terms of the CBA.

## AFGE'S ISSUES COULD BE RESOLVED BY ARBITRATION

All of AFGE's proposals were deemed able to be resolved in an arbitration hearing, except for two proposals: travel time/costs for union representatives and requirement to provide copies of settlement agreements to the union. TSA argued that any proposal the union raised in the facilitation/mediation step after initiation of TSA's dispute resolution system could not be brought to an arbitration hearing, but the panel rejected TSA's argument. The panel stated it will consider all proposals that are related to the issues discussed prior to initiation of the dispute resolution process.

## AFGE'S CONTRACT PROPOSALS WERE WITHIN THE SCOPE OF BARGAINING

AFGE's proposals were deemed negotiable, except for the collateral effect provision. TSA argued that there were issues that could not be negotiated, which included a large number of proposals brought before the panel:

- presence of a union representative during the shift bid and annual leave bid,
- adjustment of schedules for union representatives and represented employees, and
- joint selection of bargaining unit employees for committees, tasks forces, and groups of employees.

The panel agreed with AFGE and held that if TSA's position were adopted, "the scope of bargaining would become so constricted that it would undermine the purpose of allowing collective bargaining in the first place."

The panel also decided that the existence of the dispute resolution system was sufficient to address the union's concerns for a fair shift and annual leave bid process. In other words, if management doesn't conduct the bid properly, file a grievance.

Before the collective bargaining agreement all matters were under the complete control and discretion of TSA, but through solidarity and perseverance with the union, the working conditions of the bargaining unit have improved. Employees have a true voice at the workplace to advocate on their behalf. Although the arbitrators did not award AFGE every provision we wanted, the proposals imposed by the panel provide for significant new rights and benefits for you that did not exist before and impose new requirements and obligations on TSA. We now have a complete collective bargaining agreement for the first time.

This is the first contract between AFGE and TSA. It is not the only contract the parties will ever negotiate. In later collective bargaining negotiations, we will make it even better!

***Stay strong, stay united, and fight on!***