

United States

Coast Guard Academy

NEW LONDON, CONNECTICUT

AND

American Federation

Government Employees Local 3655

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Preamble

In accordance with the Civil Service Reform Act of 1978, Title VII, hereinafter referred to as the "Act," this Agreement is made by and between the United States Coast Guard Academy, New London, Connecticut, hereinafter referred to as the "Employer" and the American Federation of Government Employees, Local 3655, hereinafter referred to as the "Union." Collectively, they are referred to as the "Parties." Faculty members represented by the Union are hereinafter referred to as "Employees."

It is the intent and purpose of the Union and the Employer to promote and improve the effectiveness and efficiency of the Coast Guard Academy and the well-being of its civilian faculty within the meaning of the Act; to establish a basic understanding relative to personnel policies, practices, and matters affecting working conditions; and to provide means for effective communication and cooperation relative to those matters.

Now, therefore, the Parties hereto agree as follows:

ARTICLE 1

UNION RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the unit, as defined in Section 2 of this Article. Such recognition shall continue as long as the Union is the exclusive representative of the employees under the criteria set forth in the Act. The Union recognizes the responsibility of representing the interest of all unit employees without discrimination and without regard to membership in the Union.

Section 2. The unit to which this Agreement is applicable is that certified by the Assistant Secretary of Labor for Labor Management Relations on 1 October 1975 and includes all professional employees of the civilian faculty at the U.S. Coast Guard Academy, New London, Connecticut, excluding all other professional employees, non-professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, management officials and supervisors, as defined by the Act.

ARTICLE 2

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Each employee of the executive branch of the Federal Government has the right—freely and without penalty of reprisal—to form, join and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as expressly provided in this Agreement, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including the presentation of its view to the officials of the executive branch, the Congress or other appropriate authority. The Employer shall take the action required to assure that employees in the unit are apprised of their rights under this section, and that no interference, restraint, coercion or discrimination is practiced within this installation to encourage or discourage membership in a labor organization.

Section 2. The right to participate in the management of the Union or act as a representative of the Union is not authorized when such participation would result in a conflict or apparent conflict of interest, or would otherwise be incompatible with law or the official duties of the employee concerned.

Section 3. An employee shall have the right to independently bring and informally discuss matters of personal concern to the Union or to supervisory officials, or to both the Union and supervisory officials simultaneously.

Section 4. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for payment of dues.

ARTICLE 3

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. In the administration of all matters covered by this Agreement, the Parties and the Employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual (where applicable); by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency

policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. Subject to Section 3 of this article, nothing in this agreement shall affect the authority of any management official

1. to determine the mission, budget, organization, number of employees, and internal security practices of the Academy; and
2. in accordance with applicable laws
 - a. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - c. with respect to filling positions and promotion within positions, to make appointments using the published procedures for staffing civilian faculty positions and the Policy regarding Pay, Promotion and Tenure of the Civilian Members of the faculty;
 - d. to take whatever actions may be necessary to carry out the Academy mission during emergencies.

Section 3. Nothing in this section shall preclude management and the union from negotiating

1. at the election of management, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
2. procedures which management officials of the Academy will observe in exercising any authority under this section; or
3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union has the exclusive right through its appropriate representatives to meet and confer with the Employer regarding personnel policies, practices and matters affecting working conditions within the limits provided by laws and regulations, including policies set forth in the Federal Personnel Manual, as applicable, published agency policies and regulations which are issued at Department of Transportation or Coast Guard Headquarters level, a national or other controlling agreement at a higher level within the agency, this Agreement and the applicable Executive Orders. It is understood that the term "meet and confer" is synonymous with negotiate.

Section 2. The Union shall maintain with the Employer a current listing of all elected and appointed local Union officers (including the steward), including the scope of authority of each to act for the Union. The Union steward may receive and investigate, but shall not solicit complaints and grievances.

Section 3. The Employer agrees to recognize the officers and duly designated representatives of the Union, and shall not restrain, interfere, coerce or discriminate against them in the performance of their duties as set forth in this Agreement. Union officials shall at all times be subject to applicable regulations intended to promote good order at the Academy. The Employer will recognize one Union steward to represent the employees of the unit.

Section 4. Reasonable time during working hours without loss of leave or pay will be granted to the steward and Union officials who are otherwise in a duty status for consultation with managers and supervisors on appropriate matters directly related to the work situation and for presenting grievances. The steward and other Union officials are required to obtain the permission of their supervisor prior to leaving or interrupting their duty assignment. Permission shall normally be granted unless there are reasons which dictate that the individual cannot be excused at that time. Should such a situation develop, the supervisor will notify the representative when he or she may be excused. Upon completion of the consultation or representation function, the steward or Union representative will return to the job and report to his or her supervisor. The Supervisor will record and advise the steward or Union official of the amount of time consumed for such purposes. The Employer will maintain a record of all such time spent. This information will be available to the Union upon request. Consultation or the presenting of grievances will be scheduled so as not to conflict with other assigned duties of the parties involved.

Section 5. The Employer agrees that officers of the Union, National officers of the American Federation of Government Employees, and other duly designated representatives of the Union who are not employees of the Academy shall be admitted to the facility upon approval of a request to the Superintendent or his designated representative for the purpose of meeting with officials of the Employer and to represent employees of the unit during working hours. Such visits shall be governed by applicable

security regulations, and the Employer reserves the right to require that such visitors be escorted by a representative of the Employer during their stay at the Academy.

Section 6. The Union agrees to maintain a post office box or other appropriate postal address, and to maintain such address on file with the Employer's Labor-Management Representative.

ARTICLE 5

LABOR-MANAGEMENT COOPERATION

Section 1. The Employer agrees to furnish the Union, upon request but not more than once a year, a listing of employees included in the recognized unit. Such listings shall include the name, academic rank and department of each employee.

Section 2. The Union may request use of appropriate meeting space for the conduct of Union business outside duty hours of employees involved. Requests will be submitted in writing to the labor management representative at least three working days in advance each time space is desired. Space will normally be granted if the request is reasonable, in terms of purpose and need, and if space is available and its use will have no disruptive or distracting effect on official business. Granting of space will at all times be subject to applicable Academy safety and security regulations and provisions.

Section 3. A Labor-Management Committee will meet periodically to consult with regard to personnel policies, practices and matters affecting working conditions of the employees in the unit. The Union may also provide for consideration at such meetings matters of an academic interest to be seriously considered by the Employer; however, it is understood that the Employer is under no obligation to bargain on such matters when they are outside the realm of personnel policies, practices and matters affecting working conditions. The Committee will normally meet not less than once every two months, but may meet as frequently as mutually agreed to. An equal number of Union and Employer representatives will attend these meetings. Normally, two persons will represent each party. This number may be altered as mutually agreed to. The Parties shall furnish each other with a list of agenda items that each proposes to raise, not less than five working days prior to the day of the meeting, its being understood that other appropriate matters of concern that arise after the submission of agendas may also be raised at the meeting. However, it is agreed that individual grievances will not be taken up during Committee meetings. A meeting will not be held unless either party submits a list of appropriate agenda items. Summary minutes of the meeting shall be maintained by the Employer. These meetings will be scheduled so as not to conflict with other assigned duties of the Parties involved.

Section 4. The Employer will inform each new unit employee of the Union's exclusive recognition and provide him or her with a copy of the Agreement.

Section 5. The Employer will provide each new unit employee with a copy of the AFGE Health Benefit Brochure. The Employer will provide each unit employee, upon request, with a copy of the AFGE Health Benefit Brochure during open season.

ARTICLE 6

TRAINING

Section 1. The parties agree that the training and development of employees is a matter of significant importance. In support of this goal, management will, as funds permit, make available to all employees the training management deems necessary for the performance of the employee's presently assigned duties or proposed new assignment. The Union recognizes that professional employees, as professionals, have an inherent interest and obligation in maintaining their own knowledge and skill levels, and are also expected to pursue these goals themselves. Government Employees Training Act and professional development programs, as well as off duty education support, will be considered during the intersessional period, as well as during the academic year.

ARTICLE 7

HEALTH AND SAFETY

Section 1. The Employer and the Union recognize the tangible benefits that derive from safe and healthful working conditions.

Section 2. The Union shall, in accordance with Executive Order 12196, appoint representatives to the Academy Safety Board equal to twenty-five per cent of the membership.

Section 3. Safety and protective devices required by the Employer will be furnished without cost to the employee. Employees will be responsible for the proper use and safeguarding of such devices.

Section 4. The Employer agrees to provide emergency medical services as determined to be medically necessary by the staff of the Academy Hospital for injuries or illnesses that occur while engaged in employment duties. All services provided under this section will be limited to the in-house capabilities of the Academy Hospital, but when the necessary emergency services cannot be provided by the Academy Hospital staff, transportation to an appropriate facility will be provided.

Section 5. Employees may participate in the mass flu immunization programs which may be available at the Academy.

Section 6. The Employer agrees to provide a copy of Form CA-13, entitled "Work Injury Benefits for Federal Employees" to all employees.

Section 7. The Union and the Employer agree to encourage both employees and supervisors to become aware of counseling, training and referral programs available for conditions such as alcoholism and drug abuse. The Union and the Employer recognize the importance of these services and agree to promote active participation of appropriate personnel.

Section 8. The procedures established in the health and safety programs shall not preclude the right of any employee to use the grievance procedure established in this Agreement.

ARTICLE 8

DISCIPLINARY ACTION

Section 1. It is agreed that management reserves the right to take disciplinary action. Any employee subjected to disciplinary action shall be afforded all of their rights granted by applicable laws or regulations. A disciplinary action as referred to in this section is a letter of reprimand or a suspension of up to and including 14 days.

Section 2. The Employer agrees that, prior to formally disciplining an employee, he or she will discuss the matter with the employee, if the employee is reasonably available at the Academy. The employee may be represented by the Union if he or she so desires. The discussion shall take place within two working days of notification of the employee by the disciplining official.

Section 3. During working hours, and if otherwise in a duty status, the employee (and Union representative if the employee has so elected) shall be granted official time for attending the above discussion.

Section 4. If an employee elects to appeal a disciplinary action, the appeal may be submitted via the negotiated grievance procedure at any time within 15 calendar days of the effective date of the disciplinary action.

ARTICLE 9

REDUCTION-IN-FORCE

Section 1. The Employer agrees to notify the Union of any proposed reduction-in-force, furnishing the reasons therefore and advising of the impact of reduction, including numbers and types of employees affected. The Employer agrees further to provide the

Union an opportunity to meet and confer on the impact of the realignment of the work force.

Section 2. The competitive area will be the U.S. Coast Guard Academy.

Section 3. Competitive levels will consist of all positions which are interchangeable within an academic rank, i.e., Professor, Associate Professor, Assistant Professor, Instructor. Interchangeable positions are those which are sufficiently alike in academic discipline, qualification requirements, duties, responsibilities, pay schedules, and working conditions so that the incumbent of any one position may be assigned to any other position without changing the terms of his appointment or unduly interrupting the academic program. Each competitive level will be identified by rank and discipline.

Section 4. Each competitive level will be divided into the following groups as defined by FPM 351, Subchapter 5-4.

Group I – Tenured faculty members

Subgroup AD – Veteran (30% or more disabled)

A - Veteran (under 30% disabled)

Subgroup B - Non-Veteran

Group II – Non-Tenured faculty members

Subgroup AD - Veteran (30% or more disabled)

A - Veteran (under 30% disabled)

Subgroup B - Non-Veteran

Group III – Temporary and indefinite faculty members

Subgroup AD - Veteran (30% or more disabled)

A - Veteran (under 30% disabled)

Subgroup B - Non-Veteran

Section 5. In the event of a reduction-in-force, retention registers will be established for each competitive level and will list all employees in the level according to tenure group and subgroup. Within each subgroup, retention standings will be determined by the employee's service computation date. Faculty members will be affected in inverse order of the standing on the retention register.

Section 6. Employees will be given assignment rights similar to those which are granted to employees of the competitive service as set forth in FPM Chapter 351, Subchapter 7. If an employee affected by a reduction-in-force is demoted to a lower rank in lieu of separation he will be given the benefits of salary retention as set forth and under conditions of FPM 351, Subchapter 5.

Section 7. Sections 2 through 6, inclusive, of this Article will not apply to those bargaining unit members who are in the competitive services. Reduction-in-force procedures which apply to those unit members who are in the competitive services are those procedures specified in the Federal Personnel Manual.

ARTICLE 10

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and Union agree to cooperate in providing equal opportunity in employment to all persons, without regard to age, race, color, religion, sex, national origin, or physical handicap, and to promote the full realization of equal employment through a continuing affirmative action program.

Section 2. The Employer and Union agree to a continuing effort to prevent discrimination, as described above from occurring on board the Academy.

Section 3. The Employer agrees to appoint at least one employee from the unit as a Counselor in the Equal Employment Opportunity Program. Candidates selected shall meet the criteria established by the program and be trained in accordance with the provisions of applicable regulations. No person represented by AFGE Local 3655 and also holding appointment as an EEO Counselor will serve any person represented by Local 3655 in his/her capacity as EEO Counselor. In such instance the complainant will be referred by said Counselor to an EEO Counselor not a member of or represented by Local 3655.

Section 4. In recognition of the Union's role as exclusive representative, the Union shall have the right to be present at formal discussions between the Employer and Employees on personnel policies, practices and working conditions relating to Equal Employment Opportunity.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Scope. A grievance means any complaint:

- a. by an employee concerning matters relating to the employment of the employee;
- b. by the Union concerning matters relating to the employment of any employee in the bargaining unit; or

- c. by an employee, the Union, or the Employer concerning
 - (1) the effect or interpretation or claim of breach of a collective bargaining agreement;
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. However, excluded from the grievance procedure are any grievances concerning:
 - (1) any claimed violation related to prohibited political activities (Chapt 3 of 5 USC);
 - (2) retirement, life insurance, or health insurance;
 - (3) removals or suspensions, under title 5, USC, Section 7532;
 - (4) any examination, certification, or appointment, or
 - (5) the classification of any position which does not result in the reduction in grade or pay of an employee.

Section 2. The purpose of this Article is to provide the procedure for the timely consideration of grievances over the interpretation or application of this agreement, and it shall be the only such grievance procedure available to the Parties and to the employees covered by this Agreement for those matters. Any employee, group of employees, or the Parties may file a grievance under this procedure. Grievances shall receive fair and timely consideration, and shall be handled without prejudice or discrimination. The Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level.

Section 3. Any employee, or group of employees covered by this Agreement may represent a grievance involving the interpretation or application of this Agreement and have it adjusted by the Employer without the intervention of the exclusive representative. However, the Union shall have the right to have its representative present at the adjustment, and the adjustment must be consistent with the terms of the Agreement.

Section 4. Failure of a grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by the Employer, unless an extension of time limits has been agreed upon. Failure of the Employer to respond within the prescribed time limits shall permit the grievant to proceed to the next step, unless an extension of time limits has been agreed upon.

Section 5. Step 1. An aggrieved employee shall seek formal resolution of his or her grievance from his or her Section Chief (Department Head in those departments without Section Chiefs) within 15 calendar days of the date of the event giving rise to the

grievance, or within 15 calendar days after the date the employee learned or could reasonably be expected to have learned of the act or event in question.

The Section Chief (or Department Head in those departments without Section Chiefs) shall arrange for a meeting at a mutually agreeable time to discuss the grievance, and the employee, and his or her Union representative, if desired by the employee, will be given a reasonable amount of official time to present the grievance if they are otherwise in a duty status. The Section Chief (or Department Head in those departments without Section Chiefs) will answer the grievance either orally or in writing within seven working days following completed submission of the grievance.

Step 2. If the employee is not satisfied with the answer received in Step 1, the grievance may be submitted to the Department Head (for employees not in the Academic Division, Department Head shall mean Branch Chief) within five working days from the receipt of the Section Chief's Answer. (Unresolved grievances submitted to Department Heads under Step 1, shall be escalated to Step 3 without recourse to Step 2.) The grievance shall be submitted in writing, and shall contain the name of the grievant, the Article and Section of the Agreement alleged to have been violated, the corrective action desired, the name of his or her Union representative, if desired by the employee, and whether he or she wishes to make an oral presentation. The grievance shall be submitted through the Section Chief. If requested, the Department Head shall, prior to making a decision, afford the employee and/or Union representative an opportunity to present the grievance orally. The decision shall be in writing and shall be delivered to the employee no later than 15 calendar days after the completed submission.

Step 3. If the employee is not satisfied with the decision at Step 2, he or she may, within five calendar days following receipt of the decision, submit the grievance in writing to his or her Division Chief for resolution. The employee shall submit, through the chain of command, all the information required in Step 2, plus a copy of the last decision given, if any, to the Division Chief.

The Division Chief, or his designated representative, shall conduct such investigation, as he or she deems necessary to develop additional facts in the case. He shall meet and discuss the grievance with the employee and his or her representative, if any, and any additional personnel he considers necessary within 15 calendar days after receipt of the grievance. The Division Chief shall render his or her decision in writing to the employee within 10 calendar days after the meeting, with a copy to the Union President.

Step 4. If the employee is not satisfied with the decision of the Division Chief, the employee may, within 5 calendar days following receipt of the decision of the day the answer was due, submit the matter to the Superintendent. If the Superintendent, or his designated representative, is unable to resolve the matter within 15 calendar days, the Union may request the matter be submitted to an impartial arbitrator.

Section 6. Within 7 calendar days after the request for arbitration is received, the Parties will request the Federal Mediation and Conciliation Service to submit a list of arbitrators. Within 5 calendar days after receipt of the list, the Parties shall meet to select an arbitrator from the list by mutual agreement or by alternatively striking names. In the event that either Party refuses to participate in the request for an arbitrator or in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 7. The grievance shall be heard by the arbitrator as promptly as practicable at a date mutually agreeable to the Parties. The arbitrator will confine the hearing to specific issues in dispute. The grievant and/or the Union representative, if an employee of the Academy, shall be given a reasonable amount of official time to present the grievance if otherwise in an active duty status. Academy employees who are called as witnesses shall be on official time if otherwise in a duty status. Each party shall bear the expenses of its own witnesses who are not employed by the Academy. The arbitrator shall submit his report to the Superintendent, to the Commandant, and to the Union Representative as soon as possible but in no event later than 30 days following the close of the record before him unless the Parties waive this requirement. The decision of the arbitrator shall be considered final except that either Party may appeal the decision of the arbitrator to the Federal Labor Relations Authority as provided for in the regulations of the Authority.

Section 8. In the event that either party should declare a grievance or portion of a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. If the grievance is presented to an arbitrator, all disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 9. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 10. In the case of any grievance involving the interpretation or application of the Agreement which the Union may have against the Employer, or which the Employer may have against the Union, such grievance shall be submitted in writing to the designated representative of the Superintendent or the Union, as the case may be, within 15 calendar days of the occurrence giving rise to the grievance, and shall contain the following:

- a. Statement setting forth the facts upon which the grievance is based.
- b. Reference to the Article and Section of the Agreement alleged to have been violated.
- c. The correction sought.

If no settlement is reached between the Parties within 15 calendar days from the submission of the grievance, the matter may be submitted to arbitration in accordance with Sections 6, 7, 8, and 9 of this Article.

Section 11. All fees and expenses involved in the arbitration process such as the arbitrator's fee and expenses, cost of the court reporter and original transcript, and room facilities, will be divided equally by the Parties, except that if either party does not implement the arbitrator's award in a timely fashion as determined by appropriate authority, after all challenges or other administrative processing, including unfair labor practices if such are filed, have been resolved, that party shall pay the total cost of arbitration. If either Party desires a copy of the transcript of the proceedings, that Party will bear the expense of the copy or copies they obtain.

Section 12. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 13. The arbitrator shall not, in any manner or form whatsoever, directly or indirectly, add to, detract from, or in any way alter the provisions of this Agreement. The parties agree that questions of interpretation of government-wide, Department of Transportation, and Coast Guard regulations, instructions, orders, policy, etc., shall be submitted to the issuing authority for clarification and such clarification shall be binding upon the arbitrator.

ARTICLE 12

VOLUNTARY ALLOTMENT FOR PAYMENT OF DUES

Section 1. The Employer agrees to deduct dues from the pay of all employees who voluntarily authorize such allotments from their compensation and who are employed within the Unit in accordance with the provisions set forth herein.

Section 2. This Agreement is based on exclusive recognition granted to AFGE Local 3655 and covers all eligible employees in the Unit who: (1) are represented under this recognition; (2) are members in good standing in the labor organization; (3) voluntarily complete Standard Form 1187 (Request and Authorization for Voluntary Allotment or Compensation for Payment or Employee Organization Dues); and (4) who receive compensation sufficient to cover the total amount of the allotment.

Section 3. The Union shall assume responsibilities for:

- a. Informing and educating its members on the voluntary nature of the system for the allotment of labor organization dues, including the conditions under which the allotment may be revoked;
- b. Procuring and distributing to its members Standard Form 1187;

- c. Notifying the Academy Civilian Personnel Office, in writing, of:
 - (1) The names and titles of officials authorized to make the necessary certification of Standard Form 1187 in accordance with this agreement.
 - (2) The title and the address of the allottee to whom remittances should be sent, including to whom the check should be made payable.
 - (3) Any change in the amount of membership dues; and
 - (4) The name of any employee who has been expelled or ceases to be a member in good standing in the Union within ten days of the date of such final determination.
- d. Forwarding properly executed and certified Standard Form 1187 (in duplicate) to the Academy Civilian Personnel Office on a timely basis.
- e. Promptly forwarding an employee's revocation (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Academy Civilian Personnel Office when such revocation is submitted to the labor organization.

Section 4. The Employer shall be responsible for:

- a. Permitting and processing voluntary allotment of dues in accordance with this Agreement.
- b. Notifying the employee and the Union when an employee is not eligible for an allotment because he is not included in the Unit to which this Agreement is applicable. The Chief, Civilian Personnel Branch, U.S. Coast Guard Academy, will be responsible for this notification.
- c. Procuring and furnishing Standard Form 1188 to employees upon request. The Civilian Personnel Office will provide this service.

Section 5. It is understood that the servicing payroll office is responsible for:

- a. Withholding dues on a bi-weekly basis.
- b. Transmitting remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made and a copy of all revocation notices received in the payroll office.
- c. Providing the following information on the remittance listing:
 - (1) The name of each employee for whom deduction is being made, or who has authorized a deduction to be made, during the current pay period, plus

the name of each employee for whom authorizations were applicable in the previous pay period but for whom amounts are not being deducted in the current pay period.

- (2) For each employee or group of employees, the following information will be given to the extent applicable:
 - (a) Identification of the employee;
 - (b) Amount withheld;
 - (c) New Allotments;
 - (d) No deduction because employee's compensation insufficient to permit a deduction; and
 - (e) No deduction because employee has been separated, transferred or reassigned outside the recognition area covered by the Agreement to withhold dues.
- (3) The gross amount deducted, the amount of prescribed costs retained and the net amount remitted.

Section 6. The Employer and Union jointly stipulate that:

- a. The amount of dues to be deducted, as allotments from compensation may not be changed more frequently than once each twelve months.
- b. The amount of the allotment for dues shall be the same for each deduction.
- c. It is understood that the payroll servicing office will correct and/or adjust administrative errors in the next remittance check to be issued to the Union. If the Union is not scheduled to receive a remittance check after discovery of the error, the Union agrees to promptly refund any overpayment of an erroneous remittance.

Section 7. The effective dates for actions under this Agreement are:

<u>Action</u>	<u>Effective Date</u>
a. Starting dues withholding	The beginning of the first pay period after the date of receipt of the properly executed and certified Standard Form 1187 in the payroll office.
b. Change in amounts of dues	Beginning of first pay period after receipt of certification in payroll office.

<u>Action</u>	<u>Effective Date</u>
c. Revocation by employee	Beginning of the first pay period following 1 March following receipt by payroll office of revocation notice, provided the dues allotment has been in effect for a minimum period of one year.
d. Termination due to loss of membership in good standing	Beginning of first pay period after date of receipt of notification in payroll office.
e. Termination due to loss of recognition on which allotment is based	Beginning of first pay period following loss of recognition
f. Termination due to separation or movement to unit of recognition not covered by this Agreement	<p>(a) If action is effective first day of pay period, termination of allotments will be at end of preceding pay period.</p> <p>(b) If action is effective on any day other than first day of pay period, termination of allotment will automatically be at end of pay period.</p>

ARTICLE 13

PERFORMANCE APPRAISAL

Section 1. Each employee may present written information, via the Chain of Command, to the Academic Council for consideration during deliberations for promotion, termination, per annum step increases, and reappointment for the succeeding year. Such information must be submitted not later than 1 February.

Section 2. Each employee shall be provided a copy of his or her position description at the time of faculty counseling in October. Each member of the teaching faculty shall be provided a copy of his or her counseling guide at the completion of faculty counseling in October.

Section 3. When requested, a teaching faculty member shall be given a completed performance evaluation form by his or her supervisor after the Superintendent's decision for the succeeding year is received.

ARTICLE 14

DURATION AND MODIFICATION

Section 1. The effective date of this Agreement shall be on the date of approval by the Commandant of the Coast Guard.

Section 2. This Agreement will remain in full force until 15 June 1983. Thereafter, the Agreement shall be automatically renewed each year on the termination date unless, not earlier than 105 calendar days and not later than 60 calendar days prior to that date, either party gives written notice to the other of its desire to reopen, amend, modify or terminate the Agreement.

Section 3. If either party indicates intention to amend the Agreement during the aforesaid periods, the Parties shall meet with a view toward concluding a new Agreement before the termination date. If a new Agreement is not reached by the termination date, the Agreement shall remain in full force and effect until the new Agreement is completed.

Section 4. In the event of automatic extension of the Agreement, Published Department of Transportation or Coast Guard policies and regulations current at the time of automatic renewal or extension shall then become controlling in the event of conflict or incompatibility with the provisions of the Agreement. This does not waive the right of the Union to confer on the implementation of such policies and regulations as are within the discretionary authority of the Employer. This does not waive the rights of the Union as set forth in Article 4, Section 1 of this Agreement.

Section 5. The Parties may reopen this Agreement by mutual consent to negotiate amendments at times other than provided for above to reflect additional provisions or changes to existing provisions that have proved unworkable. The party wishing to reopen negotiations must so state in writing, stating the section of the Agreement and the proposed changes.

Section 6. Any changes of modifications of the Agreement not required by law, outside authority or departmental or agency regulations will be made only through the process established in this Agreement.