

**Preamble:**

The Department of Public Health and Social Services, Government of Guam, hereinafter called “DPHSS”, and the Guam Federation of Teachers, hereinafter called “GFT,” hereby enter into this Agreement pursuant to the Public Employee-Management Relations Act (PEMRA) (Title IV, Chapter 10, Guam Code Annotated) and the PEMRA Rules and Regulations.

The purpose of this Agreement is to promote the parties' joint goal of delivering effective, efficient and quality services relating to public welfare and public assistance programs under the purview of DPHSS on Guam, by continuous improvement of working conditions and a professional working relationship between the parties and the employees represented by GFT.

**Article I  
Recognition and Definitions:**

**A. Recognition:**

1. Pursuant to PEMRA, the Governor of Guam granted GFT exclusive recognition as the bargaining agent for DPHSS Eligibility Specialists in April 2002 (Appendix A). Accordingly, DPHSS recognizes GFT as the sole and exclusive bargaining representative for the following categories of employees, within DPHSS:

Eligibility Specialist I  
Eligibility Specialist II

Only classified, full-time, permanent employees of DPHSS who hold one of the above position titles shall be members of the bargaining unit and covered by this Agreement. (Employees who hold one of the above position titles who are unclassified, part-time, limited term, seasonal, temporary, or on probationary status are not members of the bargaining unit and are not covered by this Agreement.)

Any reclassification of any of these positions or newly created positions that are categorized under the same related job classification schedule of the Civil Service Commission shall also be recognized as part of this Agreement. The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of consultation and negotiations with government management officials concerning terms and conditions of their employment not otherwise fixed by law.

**B. Definitions:**

The terms and definitions listed in Appendix B are an integral part of this Agreement and shall be enforceable.

**Article II:  
Rights and Obligations of the Parties:**

**DPHSS and GFT recognize that this negotiated Agreement affects members of the bargaining unit and DPHSS administration. Both Parties have rights and obligations under this Agreement.**

**SECTION I: MUTUAL RIGHTS AND OBLIGATIONS**

- A. The Parties agree that they have a mutual obligation to each other to conduct labor-management relations in a manner that is fair and equitable. They agree to create and maintain a constructive, positive relationship.
- B. DPHSS agrees to recognize the officers, and duly designated representatives of GFT as representatives of the bargaining unit members. GFT agrees to provide, in writing, a complete list of the names of all officers, GFT representatives, and stewards to the Director of DPHSS.
- C. The Parties agree that no employee of DPHSS nor any employee or official of GFT shall intentionally violate any provision of this Agreement.
- D. The parties' Agreement is a living document. The fact that certain matters are reduced to writing does not alleviate the responsibility of either Party to meet with each other to discuss matters not covered by this agreement.
  - 1. Upon consideration and prior to the implementation of any new rules and regulations that affect bargaining unit employees or any changes to existing rules and regulations, the Director of DPHSS (or his/her designee) shall meet and consult with the GFT President (or his/her designee). The Director of DPHSS shall give serious consideration to GFT's views on the matters.
  - 2. All policy memoranda concerning hours or working conditions shall be distributed to the GFT President at the same time they are distributed to DPHSS administrators, supervisors, or employees.
- E. The Parties agree that prior to either Party filing an unfair labor practice charge, the Director, DPHSS and the GFT President shall communicate and attempt to resolve the matter informally.
- F. The Director, DPHSS (or designee) or the GFT President (or designee) shall request for conferences or consultations when deemed necessary to address matters pertaining to this Agreement. The Parties shall meet within three (3) working days when a request is received by either Party. The Parties may bring other person(s) to the conference or meeting for consultation.

G. The Parties agree that they have a mutual obligation to educate bargaining unit members of their rights and benefits as employees. Therefore, a meeting of the bargaining unit and GFT representatives shall be held annually (at least one (1) hour during duty hours). DPHSS management officials and supervisors may attend the meeting. The Director, DPHSS shall provide a room suitable for such meetings. An initial orientation meeting shall be held during duty hours within sixty (60) days of approval of this Agreement.

#### H. Printing and Distribution of the GFT/DPHSS Agreement

1. First Printing and Distribution: GFT shall print the Agreement, and subsequent modifications, within 30 days after approval of the Agreement. The Agreement shall be printed in the most economical and legible format. The DPHSS Director shall identify the number of copies needed for the DPHSS management and supervisors, plus the number of persons in the bargaining unit, and plus twenty-five (25) copies for GFT. The DPHSS shall pay 50% and GFT shall pay 50% of the printing cost. The DPHSS Director shall work closely with the DOA Director to make payment as soon as practical not to exceed one hundred twenty (120) days. The DPHSS Director shall distribute copies for DPHSS management and supervisors. GFT shall distribute copies to the bargaining unit members.
2. Subsequent Printing and Distribution: The DPHSS Director shall be responsible for the cost of subsequent printing and distribution for management and supervisors. GFT shall be responsible for subsequent printing and distribution for GFT and the bargaining unit members.

I. The parties agree to jointly support any Legislation or administrative action necessary to implement this agreement.

### **SECTION II: Rights and Obligations of the Union:**

- A. GFT agrees to represent equally and without prejudice all members of the bargaining unit for purposes of consultation and negotiations with DPHSS management and supervisors, concerning terms and conditions of their employment not otherwise fixed by paramount law and for the purpose of settlement of grievances and disputes.
- B. GFT shall have the right to present its views on matters of employee concern, either orally or in writing, and to discuss the formulation and implementation of personnel policies, practices, and other matters affecting general working conditions of employees in the unit.
- C. Upon request by employees, GFT shall be given the opportunity to represent employees at all steps of the grievance and/or disciplinary procedures.

- D. GFT shall be provided a copy of existing and current DPHSS policy memoranda or correspondences.
- E. GFT Stewards. GFT stewards are employees in the bargaining unit who are registered members of GFT. Stewards are nominated by employees from each work site and confirmed, in writing, by the GFT President. The stewards serve as GFT officials who may represent employees and the DPHSS Eligibility Specialists' Union under GFT. Stewards may address matters concerning working conditions, grievances, and other matters relating to this Agreement. The GFT Stewards shall have the following rights and responsibilities:
1. The opportunity to meet as the need arises, during duty hours, with appropriate Administrators to discuss any problems relating to this Agreement. The steward may be accompanied by another member of the bargaining unit or GFT representative.
  2. Be permitted to schedule and conduct meetings for union business, outside of duty hours, in their respective worksite. DPHSS shall permit stewards to use DPHSS conference rooms, meeting rooms, or other similar facilities for meetings during non-duty hours. Stewards shall request, in writing, noting time and date of meeting and meeting site, two (2) weeks prior. This is to appropriately schedule maintenance staff to secure building after the meeting.
  3. DPHSS administrators shall periodically provide feedback on the status of the Division of Public Welfare's budget during meetings with employees.
  4. At regularly scheduled employee meetings with management officials, ten minutes shall be allotted for the GFT steward to discuss matters consistent with PEMRA. The management official conducting the employee meeting shall notify the GFT steward at least three (3) duty days prior to the scheduled employee meeting. The GFT steward shall confirm his/her participation at the meeting, in writing, at least two (2) duty days prior to the meeting. If proper notice was given and the GFT steward does not confirm, the GFT steward shall forfeit the 10 minutes allotted for the GFT steward.
  5. If no steward is assigned to the worksite, the steward responsibilities stated in this section may be assumed by a GFT representative (designated in writing by the GFT President).
  6. Stewards shall have access to all records necessary to resolve a complaint, investigate a grievance, or to prepare for bargaining.
  7. Steward(s) shall be permitted to use a suggestion box at each worksite. The intent of the Suggestion Box is to provide additional and constructive means of communication. The suggestion box shall be placed at a location accessible to all employees and mutually acceptable to the

Steward(s) and the supervisor. The Steward(s) shall be responsible for the suggestion box and suggestions, comments, or information placed in the suggestion box. Identification of individuals who use the suggestion box is not required.

8. Worksite Visits.

- a. GFT officials shall be permitted at the employee's worksites to file grievances or to examine complaints relating to working conditions.
- b. In the event the Administrator/Supervisor finds that the continued presence of a GFT official impedes the efficiency of government operations, the Administrator/Supervisor may terminate the visit. The Administrator's/Supervisor's finding shall be promptly reduced to writing and forwarded to the DPHSS Director and the GFT President.
- c. If meetings with employees are necessary for union business, the meetings shall be scheduled during lunch period or other non-duty hours. Meetings to address grievances, disciplinary actions (i.e. counseling session, memorandum of concern, memorandum of reprimand) between GFT and DPHSS officials and employees shall be held during duty hours, unless an employee agrees to meet at a time outside his duty hours.

F. Mailboxes:

1. Existing employee mailboxes, as of the date of this Agreement, shall be maintained and used to distribute mail to employees. At worksites where mailboxes were not provided prior to this Agreement, the Administrator shall provide a place for the employees' mail. The place for the employees' mail shall be convenient, accessible, and appropriate for mail purposes. GFT shall have the right to distribute mail in the place designated for employees' mail and to use the Department's routine mail service.
2. Employees may arrange a meeting with the Administrator to discuss any concerns regarding unusual delay of urgent correspondences, documents, messages, or other incidents of possible mail mishandling.

G. Bulletin Board. The DPHSS Director shall ensure a Bulletin Board (at least 4 feet wide by 5 feet long) is available at each worksite. The Bulletin Board shall be placed in the employee's lounge or a location that is readily visible and accessible to all employees at the worksite. GFT shall have the right to use twenty-five percent (25%) of the bulletin board at each worksite.

H. Statistical Information. The DPHSS Director shall furnish the GFT President current personnel statistical information regarding members of the bargaining unit

within ten (10) working days of receiving a written request. The information can be current lists of personnel assignments, position titles, classifications, vacancies, positions filled by limited term personnel, and other reasonable requests.

- I. Union Leave. Upon request, the Unit Chair (or in his/ her absence Unit Vice-Chair or Unit Secretary) shall be allowed up to four (4) hours leave per week for Union related activities without loss of pay. The employee's annual leave, sick leave, retirement accrual, Seniority accrual, and service credit for salary increments shall not be affected by this provision.

### **SECTION III: Rights and Obligations of DPHSS Management:**

DPHSS Management retains the right and responsibility, in accordance with applicable laws and regulations to:

- A. Determine the overall mission of DPHSS;
- B. Determine the services to be rendered, the operations to be performed, and the matters to be budgeted;
- C. Maintain and improve efficient Department operations and to direct its employees;
- D. Hire, retain, promote, transfer, schedule, supervise, and assign employees to positions;
- E. Suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- F. Determine the methods, organization, and assignment of personnel for the conduct of operations, including necessary actions in emergency situations;
- G. Make rules and regulations relating to working conditions and shall give due regard to the obligations imposed by this Agreement. (Management, however, recognizes that employee input into this decision-making process is beneficial to the Department.); and,
- H. Implement modern and progressive work practices to facilitate improved employee performance and efficiency. (Management, however, recognizes its obligation to treat employees in a fair, unbiased, and consistent manner).
- I. DPHSS agrees that, with regard to a declared emergency and decisions made therein, the DPHSS shall consult with GFT with regard to the effects or potential effects of such emergency upon this Agreement.

**SECTION IV: RIGHTS AND OBLIGATIONS OF EMPLOYEES IN THE BARGAINING UNIT:**

- A. DPHSS management and GFT officials shall not interfere with the employees' free exercise of their right to join an employee organization or to refrain from joining and/or taking part in related activities. Union dues will be deducted upon the voluntary written authorization of employees. The cost of making such deduction shall be a charge against GFT, provided, however, such cost shall not exceed two-and-one-half percent (2 ½%) of the amount deducted.
- B. Employees shall be free of intimidation, harassment, reprisal, discrimination, or unfair treatment as they exercise their right to participate or refrain from participating in union activities.
- C. Employees shall carry out their duties with high and consistent standards of performance.
- D. The Department shall provide, based on availability of funds and resources, basic equipment, tools, and supplies to complete assigned tasks. Employees shall not be required to perform tasks without the basic tools, equipment, and supplies.
- E. Employees shall not be compelled to attend social functions nor shall they be coerced to perform non-duty activities.
- F. It is understood and agreed by the Parties that nothing in this Agreement precludes any employee, regardless of whether or not that employee is a member of GFT, from bringing matters of personal concern to the attention of appropriate officials under applicable laws, rules, regulations, or established agency policies; or from choosing his/her own representative in a grievance or disciplinary action. However, DPHSS management and supervisors shall not recognize any other employee organization in grievance procedures in regards to unit members.
- G. Employees shall be permitted to use the DPHSS conference rooms or other similar facilities for meetings during non-duty hours.

**ARTICLE III  
WORKING CONDITIONS**

**SECTION I: REGULAR WORKDAY/WORKWEEK**

- A. The employee's supervisor, with input from the employees, shall develop a Work Schedule in conformance with the Fair Labor Standards Act, and the following terms of this Agreement:
1. The Work Schedule shall identify each employee's regular workday and workweek.
  2. The regular workweek shall be no less than forty (40) hours total, unless restricted by Guam law or an Executive Order issued by the Governor of Guam.
  3. The regular workday shall be a fixed length of no less than eight (8) hours per day, unless waived by the employee who is permitted to perform a flex schedule.
  4. The regular work schedule hours shall have specific beginning time and ending time of duty.
  5. The Work Schedule hours shall generally be established for at least a three (3) month period. Each employee shall be given his/her Work Schedule at least five (5) workdays before the effective date of the Work Schedule.
  6. Meal and Rest Periods. The Work Schedule shall include a meal and rest period, as indicated below:
    - a. Employees shall have a meal period of not less than thirty (30) minutes but not more than sixty (60) minutes each workday. The meal period shall be a bona fide meal time or a period suitable for meals, such as traditional periods for breakfast, lunch, and dinner. The meal period shall be scheduled midday, normally between the end of the fourth hour and the end of the sixth hour of the 8-hour duty day. Reasonable accommodation shall be given to employees with validated health reasons.
    - b. Employees shall have a 15-minute rest period on the first half of the workday and another 15-minute rest period on the second half of the workday. The rest periods shall be compensable time and shall be taken at the time agreed upon by the immediate supervisor, so as not to disrupt normal operations.
    - c. Employees shall be completely relieved of all duties and free to leave their place of duty during meal and rest periods.
    - d. Times scheduled for meal and rest periods shall be rotated on an equitable basis.



- e. Employees who are scheduled to work more than twelve (12) hours in a workday shall be entitled to a second meal period.
  - f. Exceptions to the above provisions relating to meal and rest periods shall be based on mutual agreement between the employee and his/ her supervisor in writing.
- B. DPHSS supervisors shall develop schedules to meet operational requirements, based on the following order of options and subject to approval by the DPHSS Director:
- 1. A regularly recurring period of eight (8) consecutive hours, exclusive of meal period.
  - 2. A flextime (or “staggered”) schedule in conformance with Article III, Section C, below.
  - 3. A “split shift” that is divided into two parts by one (1) interval, off-duty period for no more than three (3) hours that includes the employee’s meal period
- C. Employees may request to perform a “Flex Time” Work Schedule based on the following conditions:
- 1. Flex- time refers only to scheduling arrangements that allow an employee to request for specific arrival and departure times for the regular workday. This flexibility is intended to allow the employee to commute outside the height of rush hour or attend to family obligations and other personal responsibilities or interests.
  - 2. Supervisors may implement a flextime schedule to meet work requirements before or after regular business hours.
  - 3. Under flextime, the employee’s workday may be arranged for either eight (8) or ten (10) hours per workday.
  - 4. Under flextime, work time that exceeds eight (8) hours in a workday shall not be considered overtime work.
  - 5. The total work hours for a workweek shall be not less than forty (40) hours, unless restricted by Guam law or an Executive Order issued by the Governor of Guam. Hours worked beyond forty (40) hours in a workweek shall be overtime work.
  - 6. Flex time schedules shall begin at the beginning of a pay period and end at the end of a pay period. The flextime schedule shall cover a minimum length of one (1) pay period. The maximum length for flextime schedules is one (1) calendar year.
  - 7. Employees and supervisors shall meet to discuss a flextime schedule. Any tentative agreement with the supervisor must be approved by the Division Administrator.
  - 8. The flextime schedule shall be in writing and approved by the employee, supervisor, and Division Administrator.

9. The employee may request to terminate a flextime schedule. The request must be submitted within five (5) workdays before the effective date of termination.
  10. Flex time schedules shall be implemented in a fair and equitable manner for all employees at the worksite.
- D. Supervisors shall implement sign-in and sign-out procedures and ensure each employee's hours of work are properly documented on a daily basis. Employees shall sign-in and sign-out from working hours.
- E. Employees shall not be required to attend any training program outside established duty hours, but are encouraged to attend.
- F. Employees shall not be required to attend any meeting scheduled outside their workday or working hours.

## **SECTION II: WORK or TASK ASSIGNMENTS**

- A. General. The primary purpose of Eligibility Specialists is to provide technical and complex social service work by determining the eligibility of Guam residents who apply for a variety of public assistance programs such as Food Stamps, Medicaid, Welfare, etc. Eligibility Specialists shall perform their tasks or work assignments, consistent with the job standards approved by the Civil Service Commission (CSC).
1. Eligibility Specialists I perform technical social service work, Pay Grade "H" (ranging from H-1, \$19,974 per annum, or \$9.60 per hour, through H-20, \$42,264 per annum, or \$20.32 per hour), pursuant to the June 1990 CSC job standards and the 1991 Government of Guam Pay Schedule.
  2. Eligibility Specialists II perform complex social service work, Pay Grade "I" (ranging from I-1, \$21,389 per annum, or \$10.28 per hour, through I-20, \$45,256 per annum, or \$21.76 per hour), pursuant to the June 1990 CSC job standards and the 1991 Government of Guam Pay Schedule.
  3. Supervisors shall insure duties and responsibilities (including work or task assignments) have an apparent difference for Eligibility Specialists I and Eligibility Specialists II.
  4. No later than 45 calendar days after approval of this Agreement, DPHSS Supervisors shall establish a position description for each employee. Supervisors shall solicit input from employees. The position description shall include the name of the employee, position title, assigned worksite location, specific tasks or work assignments that will be regularly performed by the employee, and other pertinent information that will assist the employee in understanding his/her duties and responsibilities
    - a. Each employee's position description shall conform to the employee's Job Standard as approved by the Civil Service Commission.
    - b. The position description shall be maintained and reviewed annually. Changes shall be recorded as needed or as soon as possible after the annual review.

- c. The position description shall be signed and dated by the employee and the supervisor. The position description shall be filed in the employee's worksite personnel file and a copy shall be provided to the employee.

B. Special Provisions

1. No later than ninety (90) calendar days after approval of this Agreement, the DPHSS Director and the GFT President shall form a task force or committee to evaluate and make recommendations for the optimal use of Eligibility Specialists. The DPHSS Director shall appoint up to five (5) members and the GFT President shall appoint up to five (5) members to the task force or committee. The task force or committee shall select their leader(s) and complete their work no later than six (6) months after their appointment.
2. The task force or committee shall evaluate the following areas:
  - a. Job Descriptions for Eligibility Specialists I and II;
  - b. Historical caseload and projected caseload;
  - c. Caseload standards;
  - d. Processes in the delivery of social work services;
  - e. Current staffing level and staffing improvements;
  - f. Benchmarks from other government jurisdictions; and,
  - g. Other areas determined appropriate by the task force or committee.
3. The task force or committee shall submit its recommendations to the DPHSS Director for approval. The DPHSS director shall make a decision on the recommendations and notify the GFT President within 30 calendar days after receipt of the recommendations.
4. Technological Changes
  - a. DPHSS and GFT recognize that changes in operations resulting from technological innovations may occur. When such changes occur, DPHSS shall give first consideration to the utilization of affected Employees in the changed operations. In the event the affected employees do not possess the prerequisite skills or knowledge to perform the required work in the new operation and such skills and knowledge can be acquired within a reasonable length of time, DPHSS shall provide the necessary training to employees during working hours and at the DPHSS' expense.

- b. If the job of any employee is eliminated because of the implementation of new technological innovations, the DPHSS, in the following order of priority, shall:
  - i. Place the employee in a position with skills, knowledge, responsibilities, and salary level comparable to his/ her original position, subject to agreement by the employee;
  - ii. Place the employee in a position with skills, knowledge, and responsibilities at a lower level compared to his/ her original position, provided that the employee's original salary level is retained and the employee agrees; or
  - iii. Follow the procedure under Article III, Section 10, **Procedures for Layoff, Demotion, or Salary Reduction.**

### **SECTION III: WORKSITE ASSIGNMENTS**

DPHSS and GFT recognize that employees (at the time this Agreement was negotiated) are assigned to three (3) DPHSS worksites: Central, Northern, and Southern. Worksite assignments shall conform to the following:

- A. The Division Administrator shall validate the required number of Eligibility Specialists I and II positions at each worksite every year in September and prior to implementing the Department's annual budget for the upcoming fiscal year. The number of required positions should be based on the number of villages serviced by the worksite, the cumulative total population of the villages, and the number of cases processed during the preceding 12-month period. On or before September 30 every other year (upon implementation of the Agreement), the Division Administrator shall publish the number of Eligibility Specialists I and II positions, the names of the employees assigned to each position, the employees' position titles, and the vacant positions for each worksite. A copy of the published information shall be provided to all employees.
- B. No later than October 15 (upon implementation of the Agreement) when worksite rotation is scheduled, employees shall submit a letter to the Bureau Administrator and state their preference. To maintain the integrity of security measures, E.S. I and II's may only request a worksite other than the worksite to which he/ she is currently assigned. Upon completion of the second cycle of worksite assignments, employees shall accept assignment to the worksite which he/she has not yet been assigned regardless of seniority. At the conclusion of the third assignment cycle, seniority rights (for assignment purposes) shall be in full effect. Employees shall be notified of their final assignments no later than October 31st. However, final assignments shall be implemented no earlier than the first workday in January to allow time for the employees to appeal their assignment selection and to make personal arrangements.
- C. The Bureau Administrator shall review all requests and make the worksite assignments based on seniority of the employees as indicated below:

1. The employee with the highest seniority shall mean the employee who has the longest period of continuous service as an Eligibility Specialist in DPHSS. In calculating the period of service, the employee's combined service as an Eligibility Specialist I and Eligibility Specialist II shall be calculated cumulatively in cases where the employee served in both positions.
2. An employee's length of seniority shall be reduced by the number of days equal to any break in service as an Eligibility Specialist I or II in DPHSS or in overall government of Guam service. A break in service shall mean a period in which the employee resigned from employment and is later reemployed. Any periods of leave without pay under the purview of the Federal Family Medical Leave Act, Sick Leave, Workers' Compensation or On-the-Job Injury, and Military Leave shall not reduce an employee's length of seniority.
3. In the event two or more employees with equal seniority indicate a preference for the same assignment, seniority within the Department shall be considered. If ties between employees continue, seniority within overall government of Guam service shall be considered. If ties again between employees continue, the Bureau Administrator shall make the decision based on a review of the affected employee's performance evaluations.
4. An employee who fails to submit a request for a worksite assignment by the established deadline shall forfeit his/ her seniority for the purposes of assignment preference for that particular assignment round.
5. The Bureau Administrator may exempt the application of seniority status to make reasonable accommodations to comply with the Federal American with Disabilities Act.

D. **TRANSFERS AND REASSIGNMENTS.** DPHSS and GFT recognize that employees sometimes may have to be transferred from one worksite to another due to operational or other requirements. Transfer and reassignment of employees, voluntary or involuntary, shall be construed as temporary in nature until the next assignment cycle outlined in Article III, Section 3, above. The Bureau Administrator shall approve all transfer and reassignment of employees and shall conform to the following:

1. **Voluntary Transfer and Reassignment.** Bureau Administrator shall request for volunteers from other worksites where a transfer or reassignment will not seriously impact operational requirements. If the number of employees who volunteer is greater than the number needed to transfer or be reassigned, selection shall be based on seniority as stated in Article III, Section 3, above.
2. **Involuntary Transfer.** If there are no volunteers for a transfer or reassignment, the Bureau Administrator shall make an involuntary transfer or reassignment from other worksites where a transfer or reassignment

will not seriously impact operational requirements. The employee who will be involuntarily transferred or reassigned shall be the employee with the least seniority according to Article III, Section 3, Item C, above.

3. An employee who voluntarily or involuntarily transfers or is voluntarily or involuntarily reassigned before the next worksite assignment cycle shall be considered as physically being in his/ her original assignment at the end of the current worksite assignment period. The process of validating the number of positions needed at each worksite and the worksite assignment procedures of Article III, Section 3, above for the next assignment cycle must clear up all voluntary and involuntary transfers and voluntary and involuntary reassignments made during the previous worksite assignment cycle.
4. The Bureau Administrator shall approve, in writing, all voluntary and involuntary transfers. A copy of the correspondence shall be provided to the employee at least five (5) duty days before the effective date of the action.

#### **SECTION IV: WORKLOAD**

- A. Any required re-work or data re-entry into the DPHSS computer that is not the fault of the employee (such as defective computer programming) shall be performed as overtime work. Where funds are not approved for the overtime work, CTO shall be used.
- B. When an employee is on a planned leave of absence for one (1) week or more and his/ her caseload requires handling, the caseload shall be managed equitably by the supervisor.
- C. Eligibility Specialists shall not be assigned receptionist duties.

#### **SECTION V: OVERTIME COMPENSATION**

- A. Employees who work in excess of forty (40) hours of any workweek shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for each hour or portion of the hour of overtime work.
- B. Any fraction of an hour of overtime work shall be converted to the nearest 15 minutes.
- C. No employee shall be required to work overtime unless the supervisor has received certification by the appropriate DPHSS certifying officer that funds for overtime pay are available.
- D. Overtime work shall be distributed equitably to all employees who opt to perform overtime work voluntarily. Overtime work shall be distributed equitably to all employees when overtime work cannot be performed with the number of

volunteers, or when there are too many volunteers for the required amount of overtime work.

- E. Payment for overtime work shall be made no later than the next pay period after the overtime work is performed. The employee's timekeeper shall note the overtime hours on the pay period timesheet in which the overtime was incurred. Any overtime not paid to the employee within fifteen (15) working days after a request for payment is submitted shall earn interest at the rate of ten percent (10%) per annum from the date due until the date paid to the employee. Such interest shall be paid to the employee at the same time the overtime pay is issued.
- F. In the absence of any funds for overtime compensation, Compensatory Time Off (CTO) shall be granted in lieu of overtime pay by mutual agreement between the employee and his/her Administrator, before work is performed. A record of this Agreement must be kept by the employee's timekeeper and Payroll Officer.
- G. Compensatory Time Off (CTO) shall be at the rate of one and one-half (1 ½) hours for each hour of overtime work, or portion of overtime work.
- H. CTO shall be used within the same fiscal year in which it was accrued.
- I. On September 30 of each fiscal year, all employees covered by the Agreement shall be compensated at their regular hourly rate for all remaining and unused CTO.
- J. If the employee accepts CTO in lieu of overtime pay, the employee shall have the option to use any amount of CTO in lieu of annual or sick leave. An employee who requests to use Compensatory Time Off shall be permitted to use such time within a reasonable period after making the request. An employee on compensatory time off shall be deemed to be on official leave with pay status.
- K. Approved Compensatory Time Off (CTO) performed by employees shall be recorded on the employees' pay record and reflected on the employees' earnings statement for the pay period in which the CTO was earned.

**SECTION VI: SALARY INCREMENT**

- A. Employees shall be entitled to a salary increment increase according to the following schedule, unless otherwise restricted by Guam laws or an Executive Order from the Governor:
  - 1. Employees at Step 1 through 6 shall be entitled to a one step adjustment after 12 months of satisfactory performance.
  - 2. Employees at Step 7 through 9 shall be entitled to a one step adjustment after 18 months of satisfactory performance.

3. Employees at Step 10 through 19 shall be entitled to a one step adjustment after 24 months of satisfactory performance.
  4. Employees at Step 20 and beyond shall be entitled to an increase equivalent to three and one-half percent (3.5%), of their base salary after 24 months of satisfactory performance.
- B. Increments shall be paid within two (2) pay periods of the due date.
- C. When salary increments are not restricted by Guam laws or an Executive Order from the Governor, employees shall not be denied a salary increment except on the basis of an unsatisfactory evaluation.

### **SECTION VII: NIGHT DIFFERENTIAL**

Employees shall be entitled to night differential pay, calculated at the rate of their regular wage plus ten percent (10%), for periods worked between the hours of 6 P.M. and 6 A.M., provided at least four consecutive hours have been worked, unless otherwise restricted by Guam laws or an Executive Order from the Governor. Night differential shall be paid on the payday following the pay period ending in which night differential was earned.

### **SECTION VIII: HAZARDOUS/ ENVIRONMENTAL PAY**

The DPHSS Director shall initiate a request to evaluate the employees' eligibility for Hazardous/Environmental Pay pursuant to the procedures established by the government of Guam Civil Service Commission and no later than 120 calendar days after approval of this Agreement.

### **SECTION IX: PAYCHECKS**

- A. The Department shall distribute paychecks to employees before the end of their duty day on each payday.
- B. Payments to appropriate business or government entities shall be remitted within five (5) working days following a payday for all mandatory and voluntary payroll deductions.
- C. To the extent possible, within five (5) years after approval of this Agreement, the Department shall implement a system for direct deposit of employees' paychecks on payday to a bank account designated by the employees. The system shall include the distribution of earnings and leave statement each payday.



**SECTION X: PROCEDURES FOR LAYOFF, DEMOTION, or SALARY REDUCTION**

- A. The DPHSS Director shall, in writing, notify the GFT President, as soon as possible, but no later than one hundred twenty (120) calendar days before the effective date of any layoff, furlough, or outsourcing.
  - 1. Upon notification of an impending layoff, furlough, or outsourcing a committee shall be formed, composed of an equal number of management and union representatives to explore and exhaust all viable options before implementing furloughs, layoffs, or outsourcing.
    - a. The Committee shall elect one (1) non-voting chairperson from its members to act as a facilitator and to report the committee findings and recommendations to the Director.
    - b. The Committee shall explore all options to avoid furloughs, layoffs, or outsourcing.
  - 2. The chairperson shall report the Committee recommendations to the Director. If the Director does not concur with the Committee recommendations, he/she shall remand the recommendations back to the Committee for revision. If the Director agrees with the recommendations he/she shall implement the plan.
  - 3. The Department shall provide all necessary information requested by the Committee expeditiously in order for the Committee to make recommendations to the Director.

**SECTION XI: PERFORMANCE EVALUATION**

- A. The Department shall use a fair and equitable performance evaluation process. Employee performance evaluation procedures shall conform to the Department's Personnel Rules and Regulations and this Agreement.
- B. Employee performance evaluations for permanent employees are due thirty (30) days prior to the employee's salary increment due date as specified in Article III, Section 6, above. The performance evaluation shall be rendered whether or not Guam laws or an Executive Order by the Governor restricts the payment of salary increments.

**SECTION XII: REALLOCATION/ RECLASSIFICATION of POSITION**

- A. When an employee is regularly assigned work that appears to be at a level beyond his/her job classification, the employee may request an audit of his position to determine if it is properly classified. The employee's request must be submitted in writing via the supervisor to the DPHSS Director. The employee's written request shall include significant changes beyond the employee's job standard since the last review (if any). Such changes in duties and responsibilities must have been performed for at least six (6) consecutive months and are not temporary in nature.

- B. An employee's request for an audit of his/ her position shall not be denied unless the audit request does not satisfy the requirements stated in the preceding paragraph.
- C. Position audit requests shall be in accordance with DOA Rules and Regulations Chapter 5. The Department shall follow up with the DOA on the status of an audit request on a monthly basis and report on the status to the affected employee.

**SECTION XIII: TRAINING/ STAFF DEVELOPMENT**

- A. On an as-needed basis, the Division Administrator shall assess the employees' training needs that are relevant to their assigned duties and responsibilities and arrange for training to be conducted during duty hours. Where funding sources are needed but not readily available, the DPHSS Director, in collaboration with the Division Administrator, shall make every possible effort to identify available training from other government of Guam agencies or private organizations that do not require funding.
- B. The DPHSS Director shall ensure employees are notified of training opportunities. In addition, Bureau Administrators shall insure supervisors disseminate the information in a timely fashion

**SECTION XIV: LEAVE of ABSENCE and EXCUSED ABSENCES/  
ADMINISTRATIVE LEAVE**

Policies and procedures for Leave of absence and excused absences/administrative leave shall conform to applicable laws, DPHSS Policies, the Department's Personnel Rules and Regulations, and this Agreement. The following is a sample list of the various types of leave of absence and excused absence/administrative leave that are listed in the Department's Personnel Rules and Regulations:

- Annual Leave*
- Attendance at Official Meetings/Conferences*
- Bereavement Leave*
- Educational Leave with Pay*
- Family and Medical Leave Act*
- Jury Duty*
- Maternity Leave*
- Military Training Leave*
- On-the-Job Injury*
- Parental Involvement Initiative Leave*
- Paternity Leave*
- Sick Leave*

- A. The DPHSS Director, or his/ her designee, shall issue a memorandum to specify the names of officials or supervisors who are authorized to make final approval or disapproval of leave requests at the worksite level. This information shall be distributed to staff.

- B. Before and After Holidays: When an employee is absent from duty at the close of the working day immediately preceding a holiday and at the beginning of the working day immediately following a holiday and such absences are determined to have been on a leave-without-pay status, the employee shall not be considered eligible for compensation for the holiday under this provision, but shall be considered as on Leave-Without-Pay status (LWOP).
- C. Annual Leave Plan. Supervisors, who are authorized by the DPHSS Director to approve or disapprove leave requests, shall establish an annual leave plan for all employees at each worksite with input from employees. The Annual Leave Plan shall be developed no later than November 15 each year. One objective of the annual leave plan is for employees to plan for periods of rest, recreation, and other personal reasons. Another objective is to ensure employees avoid forfeiture of accrued and unused annual leave.
1. No later than November 1 each year, employees shall submit to their supervisor a written request for annual leave periods of 40 or more consecutive hours (or 5 consecutive annual leave days) that is anticipated to be taken during the leave year. The leave form prescribed by the Department shall be used for this purpose.
  2. Immediate supervisors shall consolidate, review, and approve or disapprove all annual leave requests for the Annual Leave Plan. Tentative approval shall be granted for those leave requests that require approval by higher authority.
  3. In cases where all employees cannot be accommodated for annual leave requests for the same leave period, the supervisor shall meet with the employees to find a solution acceptable to all affected employees. If a mutually agreeable solution cannot be reached, the Administrator shall approve the leave requests based on seniority as defined in Article III, Section 3, Item C, in this Agreement. (Note: An employee cannot use seniority for approval of more than one (1) leave period during a leave year).
  4. The completed Annual Leave Plan shall include the names of employees, dates of leave, number of leave hours (or leave days), leave address, and the date the plan is completed
  5. Employees may amend, withdraw, or submit additional leave requests for the annual leave plan at any time. Unless mitigating circumstances dictate otherwise, amendments or additional leave requests shall be submitted in writing no later than five (5) workdays before the start of the leave. The supervisor authorized by the DPHSS Director to approve or disapprove leave requests shall take action no later than two (2) workdays before the start of the leave.
  6. If an employee voluntarily reports for work on an approved and scheduled leave date, this action shall result in the employee's automatic withdrawal of the leave for that period of time that the employee performs work.

7. Employees may request for annual leave that is not a part of the annual leave plan. Such requests shall be for periods of one-half (1/2) hour to thirty-nine (39) consecutive hours. Except in emergency cases, the employee shall be required to give at least two (2) duty days advance notice.
8. The conditions set forth above shall not prohibit employees from requesting for annual leave for any length of time and for any period for emergency reasons or other mitigating circumstances. The supervisor, however, shall apply reasonable judgment on the employee's annual leave request. If the employee is dissatisfied with the supervisor's decision on the leave request, the employee may appeal through supervisory channels and to the DPHSS Director by submitting a written request for reconsideration. A copy of the "disapproved" leave form and a new leave form shall be attached to the letter. The leave request, along with any comments, shall be forwarded through the supervisory chain within two (2) workdays after receipt by the immediate supervisor.

D. Bereavement Leave

1. An employee shall be granted a maximum of two (2) days Bereavement Leave in full pay status upon the death of an immediate member of the family. "Immediate member of the family" means the employee's spouse, common-law, mother, father, grandparents, guardian, children, grandchildren, in-loco parentis, sister, brother, mother-in-law and father-in-law. Step, adoptive, and spouse of adoptive parents/children/grandchildren are also considered "immediate member of the family."
2. An employee may use the two (2) days of Bereavement Leave in any manner which best satisfies his/ her needs, provided that the total of two (2) days or sixteen (16) hours of leave are not spread over more than four (4) working days.
3. An employee who requests additional leave in conjunction with bereavement leave may be granted the additional leave. Approval of additional leave shall not be unreasonably denied.
4. When required by the supervisor, the employee shall provide proof of death of a family member and the relationship to the deceased employee. The employee shall have the option of providing an obituary, an American Red Cross message, a correspondence from a hospital or mortuary official, a copy of the death certificate, or a notarized statement from the employee.

E. Sick Leave

1. Sick leave shall be allowed for an employee based on the purpose and eligibility requirements listed in the DOA's Personnel Rules and Regulations.
  - a. When the employee receives medical, dental or optical examination or treatment, or any mental health examination, counseling or treatment; or,

- b. When the employee is incapacitated for the performance of duties by sickness, injury, complications due to pregnancy, medical confinement; or would jeopardize the health of others by his/her presence at his/her duty assignment because of exposure to a contagious disease; or,
  - c. When the employee gives birth or becomes a father pursuant to maternity or paternity statutes; or,
  - d. When the employee is compelled to be absent from duty to provide health care for a member of the employee's immediate family as a result of serious illness or injury and the employee has exhausted all annual leave and compensatory-time-off. (Serious illness or injury means an urgent condition that is certified by the attending physician as requiring hospitalization, institutionalization, or extended home care in which the person needs the constant administration of special medical care or support.)
2. Notification of absence on account of sickness shall be given as soon as possible on the first day of absence or, if impractical, as soon thereafter as circumstances permit.
  3. The minimum charge for sick leave shall be:

<u>Minutes Used</u>	<u>Time Charged (Minutes)</u>
0 - 14	00
15 - 30	30
31 - 60	60

F. Physician's Certification of Incapacitation

1. An employee who is absent in excess of three (3) or more consecutive days because of illness, injury, quarantine, or to provide health care for a member of the employee's immediate family, or for the full day immediately before or after a holiday, weekend, day off, or vacation may be required to furnish a certification as to the incapacitation by a licensed physician or furnish other administrative acceptable evidence.
2. An employee who is absent for three (3) consecutive days or less, for the reasons cited in paragraph E, above, shall not be required to provide a certification or other administrative acceptable evidence, except for specific cases where the employee's pattern of absence indicates possible misuse of leave. When there is a possible misuse of leave, the supervisor shall notify the employee in writing and specify the facts alluding to the possible misuse of leave. The written notice shall include specific instructions for the employee to provide a certification or other administrative acceptable evidence for future absences for less than three consecutive days. The written notice shall specify a reasonable period of time this requirement shall be imposed on the employee.

G. Leave to Provide Care for Others with Illness or Injury

Employees shall be allowed to use accrued annual leave, sick leave, compensatory time off, or FMLA to provide care for another with illness or injury. The following shall also apply:

1. When a child is prohibited by officials from attending school or a day care center where the child is enrolled, due to minor illness or injury.
2. The employee may use accrued annual leave, without restriction on the amount of annual leave used, for the purpose stated in this section during a leave year.
3. The employee has the option to use accrued sick leave or available compensatory time off to care for another with illness/ injury. The employee shall also have the option of using Family Medical Leave.
4. Notification of absence for the purpose stated in this section shall be given as soon as possible on the first day of absence or, if impractical, as soon thereafter as circumstances permit.
5. An employee who is absent, for the purpose stated in this section, for three or more consecutive days may be required to furnish a certification as to the child's illness or injury by a licensed physician or furnish other administrative acceptable evidence. The employee may also be required to furnish certification from school or day care officials regarding his/her child's restriction from attending school or receiving day care service. The provisions of paragraph F-2, above, apply for instances of misuse of leave.

H. Leave Sharing Program

1. The purpose of the Leave Sharing Program is to provide assistance to employees who need to take extended period of absence, but have exhausted their accrued leave, such as annual, sick, and/or compensatory time off.
2. The policies and procedures in the DOA's Personnel Rules and Regulations, relating to the Leave Sharing Program, apply to employees. The procedures require timely and proper submission of certain forms for the program.
3. The employee shall have the burden of locating leave donors. Supervisors shall assist employees in completing the required forms.

I. Denial of Leave

1. Any request for leave shall not be unreasonably denied. When denial is deemed necessary, the supervisor, with concurrence by the DPHSS Director, shall give the employee a written notice of denial (or disapproval) for any type of leave. The written notice shall state the reason(s) for denial.
2. Denial may be processed through the Grievance Procedure.

J. Accumulated Excess Annual Leave

Due to the critical nature of E.S. positions and an ever increasing workload, the Union and DPHSS recognize that members of the unit have acquired an inordinate amount of excess annual leave. In order to avoid forfeiture of this leave, the Department shall encourage employees to exhaust excess unused annual leave prior to September 30 of each fiscal year.

**SECTION XV: SAFETY**

- A. DPHSS recognizes its obligation to ensure the health and safety of all employees consistent with Guam Occupational Safety and Health Regulations (GOSHA). The DPHSS Director shall assure that employees will not be required to perform any task that would jeopardize their health and/or safety without first providing the necessary protective devices and required training consistent with GOSHA.
- B. Employees shall inform their immediate supervisor of any tasks or conditions that may result in an unacceptable risk to their safety or health. The supervisor/ administrator shall not take any adverse action against an employee who complains about an unacceptable risk. The supervisor/ administrator shall take all reasonable steps to ensure the identified conditions are corrected.
- C. An employee who is injured on the job shall report such injury to his/ her supervisor immediately so that appropriate care and documentation can be done without delay.
- D. When a DPHSS supervisor becomes aware of an injury to an employee, the supervisor shall coordinate with the Director's Office to submit or fax within ten (10) working days to the Government of Guam Department of Labor (DOL) the appropriate reporting document(s) for DOL to process worker's compensation for the affected employee.
- E. The DPHSS Director shall ensure procedures are established for employees to handle irate customers who pose a physical threat or exhibit verbal abuse to an employee.

**SECTION XVI: PERSONNEL FILES**

- A. Supervisors are responsible for maintaining good records on all subordinate employees which shall include their job performance; personnel information such as job description, achievements, training accomplished, promotions, etc.; and any disciplinary action taken. Supervisors shall adhere to the procedures stipulated in the DOA Personnel Rules and Regulations, and this Agreement, for maintaining employee personnel files.
- B. Management shall ensure that all employees' files are kept tightly secured and locked so as to assure the privacy of information maintained on every employee.

- C. During the term of this Agreement, only two (2) personnel files shall be kept for an employee; one by the supervisor and one by the DPHSS' servicing Central Personnel Office. These files shall be available during duty hours for inspection by the employee or his/her authorized representative.
1. When deemed necessary by the employee, he/ she may designate, in writing, an authorized representative. In such authorization, the employee shall specify whether his representative has limited or unlimited access to documents in the employee's file, without the presence of the employee. The authorized representative may inspect the employee's files and obtain copies of documents specified by the employee in writing, without the presence of the employee. However, during inspection of files by the designated representative, no document shall be removed from the employee's file without the presence of the employee, unless the removal of a document is by written instruction from the DPHSS Director.
  2. When an employee transfers permanently to another worksite, the personnel file maintained by the supervisor shall be sent to the supervisor at the new worksite. The releasing supervisor shall review the worksite file and has the option to remove only documents or materials of a disciplinary or derogatory nature (except derogatory information in a performance evaluation) before the file is sent to the supervisor at the new worksite.
- D. Employees have the right to submit material for inclusion in their personnel files that they consider relevant to their careers
- E. All files are confidential.
- F. No anonymous material shall be placed in the file.
- G. The employee, or a designated representative, has the right to duplicate any material in the employee file at no cost to the employee or the representative.
- H. The employee shall have the right to submit a response to derogatory material or statements. Such response shall be attached to and filed with the material or statement in the employee's official personnel file. This right to submit a response is a separate and distinct right apart from the right to process a grievance regarding any derogatory material or statements. The employee may submit a response and a grievance simultaneously.
- I. No derogatory material about an employee shall be placed in the personnel file unless the employee has had a discussion with his/her supervisor or originator. The employee shall be required to sign and date the material to acknowledge that he/ she has seen the material. Such signing does not mean the employee agrees with the contents. Any derogatory material filed in the personnel file that was not acknowledged by the employee shall be removed and destroyed.
- J. Should the employee disagree with or considers any documented material untrue, he/she may resort to the grievance procedure.
- K. Derogatory materials or statements, including counseling notes, memorandum of concern/warning, memorandum of reprimand, shall be kept in the employee's personnel record for a period not to exceed one year.



## **SECTION XVII: GENERAL PROVISIONS**

- A. All employees including DPHSS supervisors shall address each other in accordance with common rules of courtesy and with professional respect.
- B. Employees shall not be pressured to contribute to any fundraising campaigns.
- C. When an employee must drive for Department business as part of his/her duties and a Department-owned vehicle is not available, the employee shall be compensated for the use of his privately owned vehicle at the standard Government of Guam rate pursuant to established procedures for mileage reimbursement.
- D. The Department recognizes the importance and benefits of disseminating information to employees. Because employee performance may be directly affected by the manner which information is disseminated, supervisors shall be responsible for ensuring that all information (written or verbal) directed to employees is promptly disseminated to employees.
- E. Management shall inform each employee of job announcements and promotional opportunities by posting announcements on the worksite's bulletin boards. The Department shall allow employees reasonable time, without charge to leave, to complete any mandatory requirement such as periodic medical examination, tuberculin test, health certification, special license, and other employment or job-related requirements.
- F. Supervisors shall notify employees at least thirty (30) calendar days prior to the date an employment or job-related requirement is due.
- G. Dress and Grooming. Employees shall dress and groom in a manner that promotes a professional public image and enables them to best carry out assigned tasks, especially in consideration of health, hygiene and safety factors, and the conditions of the worksite facility.
- H. Drinking Water.
  - 1. DPHSS shall provide safe and adequate drinking water at all employee worksites or facilities. Drinking water shall be within reasonable access to the employees.
  - 2. DPHSS shall arrange for drinking water to be tested and to make sure that the water is safe to drink. The test shall be conducted at least once every one (1) year, or more frequently, as circumstances dictate.

**ARTICLE IV**  
**DISCIPLINARY and ADVERSE ACTION**

**SECTION I: GENERAL**

Disciplinary and adverse action procedures shall be consistent with applicable laws, DOA's Personnel Rules and Regulations, and this Agreement. Disciplinary actions shall be primarily used as a means to provide constructive correction.

**SECTION II: DISCIPLINARY ACTION.**

- A. DPHSS and GFT agree that every effort shall be made to informally resolve inadequate performance or to correct unacceptable habits or practices of members of the bargaining unit.
- B. Where a written reprimand/warning is deemed necessary, it shall be issued by the Bureau Administrator or the Section Supervisor. Prior to issuance of the written reprimand/warning, the Administrator shall arrange a meeting with the employee. The employee shall have the right to submit a written response to the reprimand/warning. The employee's response shall be filed and maintained with the written reprimand/warning, consistent with the DOA'S Personnel Rules and Regulations. This right to respond is a separate and distinct right apart from the right to file a grievance in accordance with the negotiated grievance procedures. The employee may exercise his/ her right to respond concurrently with a grievance on the disciplinary action.
- C. An employee who has been requested to meet with his/ her supervisor or Administrator for disciplinary reasons shall be given two (2) duty day's notice of the meeting, be informed in writing of the reason for the meeting and be advised that he/ she may have his/ her representative in attendance. This provision also applies to meetings for interrogation (or fact-finding) relating to conduct or performance of the employee.
- D. An employee may discontinue any meeting with a supervisor (including Administrator and DPHSS Director) in order to request representation if the meeting appears to be disciplinary in nature or may lead to disciplinary action.
- E. No supervisor (including Administrator and DPHSS Director) shall verbally reprimand an employee in the presence of other person(s), unless the other person(s) are present at the request of the employee.

**SECTION III:ADVERSE ACTION**

Employees shall be mindful that proposed adverse action is a process that could lead to suspension, demotion or dismissal (or termination of employment) from DPHSS. All parties involved in the process must strictly adhere to established procedures, including the employees' job protection rights. A key part of the process is the Notice of Proposed Adverse Action that may be issued by the Director. The DPHSS Director is the only authority that may issue the Final Notice of Adverse Action. Upon receipt of the Final Notice of Adverse Action, the employee has twenty (20) calendar days to appeal the decision to the

government of Guam Civil Service Commission. Employees are encouraged to seek assistance from GFT on matters relating to Adverse Action.

**ARTICLE V**  
**GRIEVANCE SCOPE and PROCEDURE**

**SECTION I: GRIEVANCES**

The parties agree to adopt the Grievance Procedures as outlined in the Department of Administration Personnel Rules and Regulations in effect as of August 10, 2005.

**ARTICLE VI**  
**SOLE AGREEMENT**

- A. The provisions of this Agreement constitute the full, complete and sole agreement between GFT and DPHSS for the category of employees, which is stipulated under “Recognition” in Article I, Section A.
- B. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the Parties in a written and signed amendment to this Agreement.
- C. The provisions of this Agreement shall control where any direct conflict exists between this Agreement, the DOA’s Personnel Rules & Regulations, and the DPHSS (or divisions thereof) policies and directives. Any other DPHSS (or divisions thereof) policies and directives, DOA Personnel Rules & Regulations, not covered by provisions of this Agreement shall continue in full force and effect. During the life of this Agreement, however, no future DPHSS (or divisions thereof) policies and directives, DOA Personnel Rules & Regulations shall be implemented to the detriment of members of the bargaining unit and contrary to the terms and conditions of this Agreement.
- D. During the life of this Agreement, if any laws, rules and regulations, policies and/ or directives are enacted and are related to any provision(s) of this Agreement that are beneficial to the employee, such laws, rules and regulations, policies and/ or directives shall prevail.
- E. This Agreement shall supplement any DPHSS policies, rules, regulations or procedures consistent therewith.

**ARTICLE VII  
SEPARABILITY AND SAVINGS**

In the event any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Guam or of the United States, said provision(s) shall be null and void, but all other provisions of this Agreement shall continue in effect. In such event within ten (10) working days after the voiding of the provision(s), the parties shall meet and negotiate a substitute provision(s).

**ARTICLE VIII  
DURATION**

- A. This agreement shall remain in full force and effect for two years from the date the contract is endorsed. It shall be deemed renewed thereafter from year to year unless either party gives written notice of its desire to amend the same. Such written notice shall be given at least one hundred twenty (120) calendar days prior to the last day of any yearly extended term as the case may be. Desired modifications, if any, shall be specified in the written notice.
- B. Arbitration Clause:

In the event the parties come to an impasse on any item covered by this section, it shall be settled through arbitration. Arbitration shall be Tripartite. Each party shall select its arbitrator. The two selected arbitrators shall select a neutral third arbitrator. The arbitrators will determine their "Rules of Arbitration" and thereby render their decision. The arbitrators' decision shall be binding on the parties, subject to Judicial Review if requested by either party. Each party shall be responsible for the fee of its own arbitrator. The fee/ cost of the third arbitrator shall be shared equally by GFT and DPHSS.



