

15-0137



# AGREEMENT



Between the

**Guam Federation of Teachers  
Local 1581 AFT/AFL-CIO**

and the

**Guam Education Board**

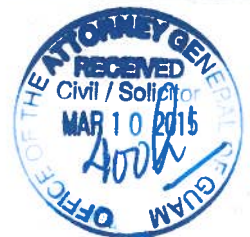
for

**Support Staff Employees**

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## **PREAMBLE**

The Guam Education Board, hereinafter referred to as the 'Board' and the Guam Federation of Teachers, Local 1581, hereinafter referred to as the 'Union,' hereby enter into this Agreement in conformity with the Organic Act of Guam, under 48USC1421(g) (b); 17 GCA and other applicable Guam laws; 4 GCA 10 (PEMRA) and its implementing regulations, 2 GAR Chapter 5; Guam Education Board's Policies and Rules and Regulations; and any federal statutes, rules and regulations as applicable.

The Parties agree that neither the Board, nor the employees of the Guam Department of Education, hereinafter referred to as the "Department," nor the Union shall intentionally violate any provision of this Agreement.

## **ARTICLE I RECOGNITION**

The Board and the Superintendent recognize the Union as the exclusive representative subject to and in accordance with the Public Employee Management Relations Act of Guam, 4 Guam Code Annotated, Chapter 10, and rules and regulations promulgated, for the following categories of full-time classified employees:

School Aides	Bus Drivers for Individuals with Disabilities
Head Start Aides	Cafeteria Employees
Community Development Program Aides	Custodial/Maintenance Employees

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 or its successor 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. The Union shall represent those persons who perform the duties and functions performed by personnel in the bargaining unit as spelled out above and shall be full-time classified positions.

## ARTICLE II DEFINITIONS

**The following definitions are for the sole purpose of this collective bargaining agreement.**

**Administrator:** Any line or staff member of the Department who falls within the organization between the Board and support staff employees who has supervisory responsibilities, exclusive of eligible bargaining unit members.

**Arbitration.** The process whereby a neutral third party is chosen by the Union and the Board to make an advisory award concerning a grievance.

**Bargaining Unit:** A unit of support personnel defined under Recognition of this Agreement.

**Board:** The Guam Education Board.

**Chairperson:** The head of the bargaining unit.

**Days:** Duty days of the employee unless specified otherwise.

**Department:** The Guam Department of Education.

**Division:** A unit within the Department.

**Emergency:** A condition of public calamity, resulting from fire, flood, earthquake, typhoon or like disaster, or through some unusual occurrence not reasonably subject to anticipation as declared by the Governor of Guam or the Board.

**Employee:** A member of the bargaining unit as set forth under Recognition of this Agreement.

**FLSA:** Fair Labor Standards Act

**Formal Meeting or Inquiry:** A meeting between employee and his/her supervisor or Administrator that may need to be documented. The employee is entitled to written notice and the right to representation at a formal meeting or inquiry.

**Grievance:** Employee complaints which relate to the working conditions or relationships to Department Policies, rules and regulations, laws, or this agreement and which cannot be resolved through informal discussions with the immediate supervisor. Grievances may be filed by an employee or group of employees of the bargaining unit.

**Grievant:** Employee initiating a grievance.

**Informal Meeting or Inquiry:** A meeting between employee and his/her supervisor or Administrator for routine matters. The employee need not be issued written notice nor require representation for an informal meeting or inquiry.

**Job Standard:** The duly adopted and approved class specification for a particular position. It contains a descriptive and explanatory illustration of duties, qualification requirements or other attributes about the position.

**Mediation:** The process whereby a neutral third party acts as an intermediary to assist the parties to the grievance in finding a mutually agreeable solution.

**Overtime:** Actual hours worked in excess of forty (40) hours in an administrative workweek.

**PEMRA:** The Public Employee-Management Relations Act, 4 GCA, Chapter 10.

**Seniority:** In this order: (1) The number of years of continuous service within the worksite; (2) The number of years within the Department, (3) Total years of Government of Guam service.

**Steward:** A member of the bargaining unit from a worksite elected or designated to represent that unit at that worksite.

**Superintendent:** Superintendent of Education.

**Supervisor:** A full-time employee of a division within the Department whose primary responsibilities may include but not limited to: (1) responsible for the adequate quality and quantity of work of regularly assigned employee(s) and the instruction of employees on proper procedures; (2) report on the performance of subordinate employees; (3) makes initial approval of at least short periods of leave; (4) initiate or recommend disciplinary actions, as appropriate, and; (5) the immediate supervisor of the employee.

**Union:** Guam Federation of Teachers, AFT Local 1581, AFL-CIO.

**Union Representative:** Any certified designee of the Union.

**Workday:** Normally, a regularly recurring eight (8) consecutive hours (exclusive of meal period), subject to federal and local laws, rules and this agreement.

**Worksite:** School or other location where members of the bargaining unit are assigned.

**Workweek:** A regularly recurring period of seven consecutive twenty-four hour intervals. A workweek need not coincide with a calendar week; it may begin any day of the week at any hour of the day. A workweek must remain the same unless any change is intended to be permanent.

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### **ARTICLE III RIGHTS AND OBLIGATIONS OF THE PARTIES**

This is an Agreement between the Board and the Union. These Parties recognize that this negotiated Agreement affects members of the bargaining unit and administration. Both Parties have rights and obligations under this Agreement.

#### **Section 1. 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. A primary goal of the Parties is the creation and maintenance of constructive, positive relationships.
- B. It is agreed by the Parties that this Agreement is a living document. The fact that certain matters are reduced to writing does not alleviate the responsibility of either Party to consult on matters not covered by this Agreement.
  - 1. Prior to the consideration of any new rules and regulations which affect employees in the units or any changes to existing rules and regulations, Board representatives shall meet and consult with Union representatives and shall consider their views on the matter under consideration.
  - 2. All new policy memorandums concerning hours or working conditions shall be distributed to the GFT President when they are disseminated to the Department's administrators.
- C. The Parties agree that no employee of the Department nor any employee or official of the Guam Federation of Teachers shall intentionally violate any provision of this Agreement.
- D. The Parties agree that prior to either Party filing an unfair labor practice charge, the Parties shall meet to attempt to resolve the matter informally.
- E. Board Union Contract (for support staff) Distribution –
  - 1. DOE and UNION shall post the Board Union Contract (for support staff) on their respective websites.
  - 2. DOE shall ensure that there are working computers available during duty hours in the faculty lounge for staff use. The computers shall be loaded with the Board Union Contract (for support staff), DOE Personnel Rules and Regulations, Board Policies, FLSA, PEMRA and worksite Standard Operating Procedures or procedural handbook guidelines in PDF format.
- G. If the Union offers educational opportunities (such as off-island/on-island conferences/workshops) to any member(s) of the bargaining unit, the selected member(s) may be granted administrative leave, upon approval of the Superintendent to attend the conference/workshop. Leave requests for off-island travel, or on-island workshops/conferences, shall be submitted pursuant to duly established leave procedures.
- H. The parties agree that they have a mutual obligation to inform bargaining unit members of their rights and benefits as employees.

#### **Section 2. RIGHTS AND OBLIGATIONS OF THE UNION**

- A. The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of consultation and negotiations with the Board or its representatives concerning

terms and conditions of their employment not otherwise fixed by paramount law and for the purpose of settlement of grievances and disputes.

- B. The Union shall have the right to present its views on matters of employee concern, and to consult and negotiate in the formulation and implementation of personnel policies, practices, and other matters affecting general working conditions of employees in the unit.
- C. The Union shall be given the opportunity to be represented and heard at discussions between management and employee(s) at all steps of the grievance procedure if requested by the employee.
- D. A copy of the current and updated Board Policy shall be made available to the Union. The cost for said copies shall be borne by the Union.

**E. Union Officers**

**1. Steward Responsibilities**

- a. The steward shall have the opportunity to meet with the appropriate Administrator during duty hours to consult on any problems relating to this Agreement as the need arises. The steward may be accompanied by a Union representative.
- b. Stewards shall be permitted to schedule and conduct meetings outside of duty hours at their respective worksite with the approval of the worksite supervisor. Such approval shall not be unreasonably withheld. The supervisor shall designate a place suitable for the meeting. Should special custodial services be required, the Union shall pay the actual cost of such services.
- c. The steward may be consulted in the development and review of the proposed budget. The Administrator shall periodically provide feedback on the status of the budget during meetings with the support staff.
- d. At regularly scheduled employee meetings with management officials, ten minutes, if requested, shall be allotted for the Union steward to discuss matters consistent with PEMR to its bargaining unit. The Union steward shall not solicit membership, collect dues or conduct internal organization business. Employee attendance is optional at the union portion of the meeting.

**2. School Visits**

- a. Union officials shall be permitted at the employee's primary worksite to examine complaints and file grievances pertaining to this Agreement and other Board and Government policies provided they sign-in on the appropriate log indicating the purpose of the visit and request that the attending employee notify the administrator or designee of the visit.
- b. In the event the Administrator/Supervisor finds that the continued presence of a Union official impedes the efficiency of the school or government operations, the Administrator/Supervisor shall terminate the visit. The Administrator's/Supervisor's finding shall be promptly reduced to writing and forwarded to the Superintendent and the President of the Union.
- c. If meetings with employees are necessary for Union business, the meetings shall be scheduled during lunch period or other non-duty hours. Meetings between Union officials and school officials with the employee regarding grievances, corrective

disciplinary actions shall be held during duty hours, unless the employee agrees to meet at a time outside his/her duty hours.

- F. **Mailbox.** Existing 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. The Union shall have the right to have its mail delivered in the place designated for employees' mail. The Administrator shall be responsible for and have control of the delivery of all employee mail.
- G. **Bulletin Board.** The Union shall have the right to use fifty percent (50%) of one (1) bulletin board as designated by the Principal/Administrator in each recognized employee lounge or recognized gathering place and twenty-five (25%) of the bulletin board in the Personnel Office.
- H. **Statistical Information.** The Superintendent or his/her designee shall make available to the Union President or his/her designee current personnel statistical information regarding members of the bargaining unit within ten (10) working days of receiving a written request, consistent with applicable Board Policy or statutes. This information shall include current lists of personnel assignments, the various position titles, classifications, vacancies, positions filled by limited term personnel, and other reasonable requests as provided in accordance to the law. The Union shall pay the cost for producing said documents pursuant to Guam Law.

### Section 3. RIGHTS AND OBLIGATIONS OF THE BOARD AND MANAGEMENT

#### A. Rights and Obligations of the Board.

- 1. The Board retains the right and responsibility, in accordance with applicable law and regulation and among other rights and responsibilities to:
  - a. determine the overall mission of the Department;
  - b. adopt and formulate policies regarding personnel recruitment, appointment, promotions, dismissal, and other personnel matters;
  - c. approve the proposed budget for the department. However, this provision is not intended to preclude the Board from consulting with the Union in the formulation of annual budgets.
- 2. The Board shall exercise the foregoing rights and responsibilities in good faith, in accordance with all applicable laws and PEMRA.

#### B. Rights and Obligations of Management.

Management shall retain the right and responsibility, in accordance with applicable laws and regulations and in addition to other rights and responsibilities to:

- 1. maintain efficient governmental operations and direct employees;
- 2. hire, promote, transfer, and assign employees within the department.
- 3. suspend, demote, discharge, or take other disciplinary action against employees for just cause; and
- 4. determine the methods, organization, and assignment of personnel for the conduct of operations, including necessary actions in emergency situations.



- C. Management shall have the right and responsibility to make rules and regulations relating to working conditions and shall give due regard to the obligations imposed by this Agreement. This shall not preclude management from discretionary and policy-making action in decisions consistent with the Agreement concerning the budget; organization; number of employees; and the numbers, types and grades of positions or employees assigned to an organizational unit. Management recognizes that employee input into this decision-making process is beneficial to the Department.
- D. Management officials have the obligation of implementing modern and progressive work practices to facilitate improved employee performance and efficiency and the obligation of treating employees in a fair, unbiased and consistent fashion.

**Section 4. RIGHTS AND OBLIGATIONS OF MEMBERS OF THE BARGAINING UNIT EMPLOYEES**

- A. The Parties agree that the public interest requires that public employees carry out their duties with high and consistent standards of performance.
- B. Employees shall not be compelled to attend social functions nor shall they be coerced to perform non-duty activities.
- C. The Parties agree that neither Management nor the Union shall 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.
- D. Deduction of Dues
  - 1. The Employer will deduct union membership dues from the salaries of each covered employee who has made application for membership and who submits the standard signed authorization to the Employer. Deductions shall be made every pay period upon application. The Employer shall include a listing which includes name, employee identification number and amount of deduction for each employee for whom a deduction is made.
  - 2. Union Dues deductions shall not count in any limits of voluntary deductions.
- E. The Parties agree that nothing in this Agreement precludes any employee regardless of whether or not that employee is a member of the Union, 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 appellate action. However, Management shall not recognize any other employee organization in grievance procedures.

## **ARTICLE IV WORKING CONDITIONS**

### **Section I. DUTY YEAR AND PAY**

- A. Each employee shall be responsible to one immediate supervisor.
- B. Members of the bargaining unit are twelve-month employees unless otherwise specified.
- C. Members of the bargaining unit shall be paid per annum over a twelve-month period consisting of twenty-six (26) pay periods.

### **D. OVERTIME COMPENSATION**

- 1. Employees who work in excess of forty (40) hours of any workweek shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay for each hour or portion of the hour of overtime worked.
- 2. Any fraction of an hour of overtime worked shall be converted to the nearest 15 minutes.
- 3. No employee shall be required to work overtime unless the supervisor has received certification by the Superintendent that funds for overtime pay are available.
- 4. Payment for overtime work shall be made no later than the next pay period after the overtime work is performed. The employer shall note the overtime on the pay period timesheet in which the overtime was incurred.
- 5. 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 with the Department Payroll Office.
- 6. 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 worked. Compensatory Time Off for overtime work shall be in accordance with the Fair Labor Standards Act, as amended.
- 7. Employees may accrue a maximum of 240 hours of CTO.
- 8. Conversion of Compensatory Time Off to cash payments shall be in conformity with the Department's Personnel Rules and Regulations.
- 9. 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.
- 10. Employees may be scheduled for overtime work in an equitable manner.

## E. SALARY INCREMENT

1. The Department's failure to complete a performance evaluation by the date the salary increment is due will mean the employee shall be granted the normal incremental increase for "satisfactory" service.
2. Employees shall not be denied a salary increment except on the basis of an unsatisfactory evaluation.
3. Should the appropriate statute governing salary increments be amended, the new legislation shall prevail.

F. The Department shall correct payroll errors promptly.

G. Employees shall be entitled to night differential pay pursuant to Guam Law.

## H. PAYCHECKS

1. The Department shall make paychecks available to employees not under Direct Deposit at the end of their duty day on each payday.

## I. WORKDAY

1. **Timekeeping.** Employees shall time-in upon arrival or departure as appropriate when:
  - a. Reporting at the beginning of each duty day,
  - b. For each meal period
  - c. For any other times that requires the employee to leave their worksite.
2. **Meal and Rest Periods.** The worksite schedule shall include a meal and rest period, as indicated below:
  - a. Employees shall have a meal period of not less than 30 minutes or not more than 60 minutes, and not a part of the 8-hour workday. The meal period shall be a bona fide meal time. Meal times shall be scheduled at a reasonable time. Reasonable accommodation shall be given to employees with validated health reasons.
  - b. Employees shall have a 15-minute rest period to be taken at the time scheduled by the immediate supervisor, so as not to disrupt the normal operation of the Department. Rest periods shall not be scheduled within one hour of the beginning or ending of the duty day or meal periods. Rest periods shall be compensable.
  - c. Employees shall be completely relieved of all duties and are free to leave their worksite during their meal period.
  - d. Employees who are scheduled to work for more than ten (10) hours in a workday shall be entitled to a second, 15-minute break.

- e. Employees who are scheduled to work more than twelve (12) hours in a workday shall be entitled to a second meal period.
3. **Training.** Employees shall not be required to attend any training program outside established duty hours, but are encouraged to attend.

**Section 2. PROCEDURES FOR LAYOFF, DEMOTION, OR SALARY REDUCTION**

- A. The Superintendent shall give reasonable notice, and no later than five (5) working days, to the Union President of any initiative being considered regarding layoff, demotion, or salary reduction due to lack of work, or funds, or to promote efficiency, or in the interest of economy, pertaining to the members of the bargaining unit.
- B. Layoff, demotion, or salary reduction procedures shall conform to applicable laws, Board Policy, the Department's Personnel Rules and Regulations, and this Agreement.
- C. The Department shall exhaust all available alternatives in relocating or reassigning employees before a layoff is initiated.
- D. The department shall follow the procedures as prescribed in Appendix B of the Department's Personnel Rules and Regulations verbatim when implementing layoffs.

### **Section 3. 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. Performance Evaluations shall be accomplished on a form approved by the Board, consistent with the performance evaluation system in effect. The performance evaluation forms shall be filed in the employee's personnel file.
- C. Employees shall have input in the development or modification of evaluation forms.
- D. For the purpose of granting increments, the absence of a current evaluation shall be construed as a "Satisfactory" performance rating.

### **Section 4. GENERAL PROVISIONS**

- A. All employees of the Department 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, (s)he shall be compensated for the use of his/her privately owned vehicle at the standard Government of Guam rate pursuant to established procedures for mileage reimbursement.

#### **D. REALLOCATION/RECLASSIFICATION OF POSITION**

- 1. 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/her position to determine if it is properly classified. The employee's request must be submitted in writing via the supervisor and Administrator and to the Superintendent. The written request shall include significant changes since the last review (if any) at a level beyond the employee's job standard.
- 2. 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 or the audit is restricted by law or an Executive Order from the Governor.
- 3. The Department shall make every effort to complete the audit within 120 days after the Superintendent approves the employee's request for the audit. The results of the audit shall be provided to the employee within a reasonable time after the audit is approved. After 120 days, the employee may request a status of the audit.

- E. 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, through established worksite procedures.
- F. Management shall inform each employee of job announcements and promotional opportunities by posting announcements on the worksite's main bulletin boards and/or the Department's website. Employees shall be informed at the beginning of the year orientation of the location for job announcements and promotional opportunities
- G. **Bomb Scares.** In the event an employee receives a bomb threat, and for safety reasons, the employee shall immediately inform his/her supervisor or the Department. The Department shall take immediate and appropriate action on this matter.
- H. Employees may arrange a "**Flex Time**" 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. Administrators may implement a flextime schedule to meet work requirements before or after regular business hours.
  - 3. The employee's workday may be arranged for either eight (8), ten (10) or twelve (12) hours per workday.
  - 4. Under flextime, work time that exceeds eight (8) hours in a workday shall not be overtime work.
  - 5. The total work hours for a workweek shall be not less than forty (40) hours. Hours worked beyond forty (40) hours in a workweek shall be overtime work.
  - 6. Employees and supervisors shall meet to discuss a flextime schedule. Any tentative agreement with the supervisor must be approved by the worksite Administrator.
  - 7. The flextime schedule shall be agreed upon in writing by the employee, supervisor and Administrator.

## **Section 5. TRAINING/STAFF DEVELOPMENT**

- A. Management retains the right and responsibility to maintain efficient government operations, to direct public employees, and to determine the methods and assignments of personnel for a program of on the job training needed for the employees to do their work efficiently.
- B. The Parties agree that training of employees in the bargaining unit is to improve their proficiency and to build qualifications for more responsible job assignments is important.
- C. Employees shall be encouraged to discuss their training interests with their immediate supervisors.
- D. Management shall publicize training opportunities to all employees.
- E. The Department and/or the Union shall implement training for employees relevant to assigned tasks as described in the employee's job description. The training shall be conducted

periodically consistent with the needs of the employee and the Department. The Department shall ensure employees receive appropriate training whenever new equipment is placed at the worksite, which is relevant to the employee's job description.

- F. **In-service Training for Employees.** The Superintendent shall continue the program of in-service training for all employees. This training shall be conducted prior to the beginning of the school year and periodically during the calendar year. One function of in-service training will be to assist and encourage qualified employees to become full-time classroom teachers or other professional career related to Departmental operations.
- G. Each new employee will be required to attend a one-day on-site orientation which will be conducted under the auspices of the worksite administrators.
- H. Employees planning to enroll in an accredited university or school of higher learning in courses that will benefit the Department may request such leave of absence as provided in Guam Law, Board Policies, and the Department's Personnel Rules and Regulations. Any employee wishing to take leave of absence must obtain the permission of the administrator, subject to the approval of the Superintendent, prior to the commencement of such leave. The following conditions shall apply in all cases:
  - 1. Leave of Absence with pay for educational purposes may be granted during summer vacation and may be granted after instructional hours during the school year, at the discretion of the administrator. A request for leave of absence with pay under this provision must include proof of enrollment as well as approval by the administration.
  - 2. At least a "C" average shall be attained in each course or the employee shall refund to the government the amount of wages paid during the leave of absence with pay. Annual leave may be substituted in this case up to the amount of the annual leave earned. Employee is to furnish the Department on a semester basis, a copy of report cards showing the grades received in the courses taken under this leave provision.
  - 3. Leave of Absence with Pay shall be granted only for those hours scheduled for the approved course(s) plus reasonable local travel time.
  - 4. Absences from class shall be subject to the leave policy.
  - 5. Leave of Absence with Pay for the entire workday may be granted to any employee who carries a full course load during the summer semester.
  - 6. Employees who utilize paid leave to advance their training must repay, through continued employment with the Department, one year for each one year of paid leave.

**Section 6. LEAVE OF ABSENCE /ADMINISTRATIVE LEAVE.** Policies and procedures for Leave of absence and excused absences/administrative leave shall conform to applicable laws, Board Policy, the Department's Personnel Rules and Regulations, and this Agreement.

- A. The Administrator shall inform employees in writing of the names of officials who are authorized to approve or disapprove leave requests at the worksite level.
- 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, but shall

be considered as on Leave-Without-Pay status (LWOP) or Absent Without Leave (AWOL). (See DOE PRR 907.700)

- C. **Annual Leave Plan.** An annual leave plan shall be developed in cooperation among employees, supervisors, and the Administrator, no later than the end of the first quarter of each fiscal year. Emergency circumstances may authorize the administrator to make changes to the leave plan.
1. Employees are encouraged to take annual leave during school breaks.
  2. In cases where all employees cannot be accommodated for annual leave requests for the same leave period, the Administrator or his/her designee, 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 this Agreement. (Note: An employee cannot use seniority for approval of more than one (1) leave period during a fiscal year.)
  3. Employees may amend, withdraw, or submit additional leave requests for the annual leave plan at any time. Amendments or additional leave requests shall be submitted in writing no later than five (5) workdays before the start of the leave. The Administrator, or his/her designee, shall approve or disapprove the leave no later than two (2) workdays before the start of the leave.
  4. The conditions set forth above shall not prohibit employees from requesting annual leave that is not part of the annual leave plan.
  5. Once annual leave is approved it shall not be revoked or changed without the member's written permission or declaration of internal crisis and activation of emergency recall by the Superintendent or an official declaration of emergency by the Governor of Guam.
- 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 or sixteen (16) hours of Bereavement Leave in any manner which best satisfies his/her needs.
  3. An employee who requests additional leave in conjunction with bereavement leave may be granted the additional **authorized** leave.
  4. The employee shall provide proof of death of a family member and the relationship of 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 Department's Personnel Rules and Regulations. The following is a sample list of the purpose and eligibility requirements for sick leave:
  - a. When the employee receives medical, dental or optical examination or treatment or any mental health examination, counseling or treatment.
  - b. 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 available. (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. If such notification was not given in accordance with this provision, the employee may be subject to disciplinary action.
3. The minimum charge for sick leave shall be:

<u>Minutes Used</u>	<u>Time Charged (Minutes)</u>
0 – 30	00
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 F-1, 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 Administrator 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 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 Department's Personnel Rules and Regulations (Appendix G), 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.

#### **H. Denial of Leave**

1. Any request for leave shall not be unreasonably denied. When denial is deemed necessary, the Administrator, or his/her designee, 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.

#### **Section 7. SAFETY**

- A. The Department recognizes its obligation to ensure the health and safety of all employees consistent with Guam Occupational Safety and Health Regulations (GOSHA). The Department 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, Board Policy, the Department's Personnel Rules and Regulations and applicable laws.
- B. Employees shall inform their immediate supervisor of any tasks or conditions which exist that may result in an unacceptable risk to their safety or health.
- C. An employee who is injured on the job shall report such injury to their supervisor immediately so that appropriate care and documentation can be done without delay.

#### **Section 8. RESTROOMS.**

There shall be adequate restrooms for all employees, which are not used by students. Employee restrooms shall have a properly functioning sink and shall be stocked with tissues, soap, and paper towels. Employee restrooms shall be kept clean. When feasible, restrooms shall be provided with mirrors. There shall be partitions around each toilet.

#### **Section 9. SUPPLIES & EQUIPMENT**

- A. Employees shall be supplied with adequate cleaning equipment, supplies, and proper tools that are needed for the performance of their assigned duties. Equipment, supplies, and tools for the Drivers for the disabled are identified in their section.
- B. Protective coveralls, gloves, shoes, and related safety equipment shall be issued to employee(s) when required for the safety of employee(s). These shall be provided and paid for by the Department. When the Department does issue the appropriate safety equipment its use is mandatory. Failure by an employee to use issued safety equipment may cause the employee to be subject to disciplinary actions.

#### **Section 10. 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, and training accomplished, promotions, etc.; and any disciplinary action taken. Supervisors shall adhere to the procedures stipulated in Board Policy, the Department's Personnel Rules and Regulations, and this Agreement, for maintaining employee personnel files.
- B. Management shall ensure that all employees' files are kept secured 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 Department's Personnel Services Division. These files

shall be available during duty hours for inspection by the employee or his/her authorized representative in the presence of the person in charge of the files.

1. The employee shall designate, in writing, his/her authorized representative. In such authorization, the employee shall specify whether his/her 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 Superintendent.
  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 may remove 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 personnel files are confidential.
- F. No anonymous material shall be placed in the file.
- G. The employee has the right to duplicate any material in his/her file, provided payment is made for the established cost of such duplication.
- H. The employee shall have the right to submit a response to derogatory material or statements within fifteen (15) calendar days after it is shown to the employee. 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. Should the employee disagree with or considers any documented material untrue, he/she may resort to the grievance procedure.
- J. Derogatory materials or statements, including counseling notes, memorandum of concern/warning, memorandum of reprimand, and other documents of a disciplinary nature shall be kept in the employee's personnel record for a period not to exceed one year.

## **Section 11. TRANSFERS**

- A. Notwithstanding any other provision of law or personnel rules and regulations, the Superintendent shall have the authority to assign, detail, or transfer employees to various physical locations within the Department. The Superintendent shall exercise such authority only in accordance with a policy adopted by the Board and shall not (1) cause a change in position title or job duties, or (2) contradict the provisions of any collective bargaining agreement in effect at the time of the transfer nor violate any employee's rights thereunder.

- B. In situations involving Involuntary Transfers, the Superintendent shall give due consideration to the Seniority of those being considered for such Involuntary Transfer(s), and in all such situations; all other aspects being equal, the least senior individual shall be the one transferred.
  - 1. Employees undergoing disciplinary investigations or procedures may be transferred, without consideration to seniority, on a temporary or permanent basis pending the outcome of the investigation.

## **Section 12. PROBATIONARY PERIOD**

New employees of the Department shall be required to serve a probationary period in accordance with Guam law and the Department's Personnel Rules and Regulations.

## **Section 13. ASSIGNMENT**

- A. Upon request, employees shall be provided a copy of the duly adopted and approved job standard for their respective position.
- B. Employees shall be assigned work consistent with their duly adopted and approved job standard.
- C. Employees may volunteer to perform work not consistent with the duly adopted and approved job standard when there is a worksite emergency.
- D. In the absence of a supervisor or when it is necessary to appoint an employee to perform supervisory duties, the appointment shall be for no less than a full workday. The Department's Personnel Rules and Regulations on "Detail Assignment" shall apply regarding compensation for detail assignments in excess of thirty (30) calendar days.

## **Section 14. 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 in accordance with Board Policy.

## **Section 15. DRINKING WATER**

- A. The Department shall provide a safe and adequate supply of drinking water at all employee worksites or facilities. Drinking water shall be within reasonable access to the employees.
- B. Employees may opt to bring their own drinking water to their assigned work areas.

## **Section 16. USE OF SCHOOL FACILITIES.**

Employees shall be permitted to use school facilities consistent with established Board Policy, when the facilities are not being used or scheduled to be used for instruction or other school related activities. The purpose of this provision is to allow employees, at the end of their duty day, to use school facilities for health and fitness activities.

- A. The use of school facilities is limited to onsite use at the employee's workplace, such as basketball courts, tennis courts, weight room, and track.
- B. Employees must submit a written request at least five (5) duty days before the contemplated use. The request shall be submitted to the Administrator responsible for the facility. If the request is approved, the approval shall include the employee's signature on applicable waiver forms relating to liability and injury.
- C. The use of school facilities shall be during regular business hours of the school or the facility. The Department shall not expend funds for the sole purpose of monitoring or accessing the school facility for the benefit of an employee(s).
- D. Employees shall not be required to pay a fee.
- E. Employees shall be liable for damages to school facilities that are used in accordance with this provision; and, employees may be assessed a charge for clean-up.

**Section 17. REFERENCES.**

Current and available references shall be made readily accessible or available to employees. Such references may include, but not limited to publications such as, FLSA, PEMRA, Board Policies, Department's Personnel Rules and Regulations, Board/Union Contract for Support Staff, Standard Operating Procedures or Procedural Handbook/Guidelines, and telephone directory.

- A. One copy set of references shall be maintained in the Administrator's office area.
- B. Upon request by an employee, the Administrator may allow the employee to use reasonable time during duty hours to review references regarding issues affecting the employee's working conditions. However, employees are also expected to use non-duty time to review such references.
- C. The Administrator shall establish procedures for employees to sign-out and sign-in references to use onsite. Employees shall exercise reasonable care when using such reference materials.

**Section 18. OTHER WORKING CONDITIONS—School Aides (See Appendix A)**

**Section 19. OTHER WORKING CONDITIONS—Drivers for Individuals with Disabilities (See Appendix B)**

**Section 20. OTHER WORKING CONDITIONS—Cafeteria Employees (See Appendix C)**

**Section 21. OTHER WORKING CONDITIONS—Custodial/Maintenance Employees (See Appendix D)**

## **ARTICLE V GRIEVANCE SCOPE AND PROCEDURE**

### **STATEMENT OF POLICY**

It shall be the policy of the Guam Department of Education to promote favorable relations between management and its employees by resolving complaints expeditiously; prevent similar complaints; assure fair and equitable treatment of all employees; and promote harmonious working relationships among all levels of employees.

The Superintendent shall develop procedures outlining the responsibilities and steps to be followed by employees in the presentation of an informal or formal grievance. All levels of management shall carefully and promptly respond to an employee's grievance and shall be guided by these procedures.

### **Section 1. DEFINITION**

A grievance is any question or complaint filed by a permanent employee alleging that there has been a misinterpretation, misapplication or violation of a personnel statute, rule, regulation, written policy laws, or any feelings of dissatisfaction which directly affects the employee in the performance of his official duties; or that the grievant has received prejudicial, unfair, arbitrary, capricious treatment in his working conditions or work relationships.

The time frames will serve as guide and may be extended or shortened based on concurrence of the parties involved.

### **Section 2. COVERAGE**

Grievances may include, but are not limited to, such actions as employee-supervisor relationships, duty assignments not related to job classification, shift and job location assignments, hours worked, working facilities and conditions, policies for granting leave, and other related matters. They may be on an individual or a group basis.

### **Section 3. EXCLUSIONS**

#### **A. General Exclusions**

The following actions are not covered by the grievance procedures:

1. Disqualification of an applicant;

2. Examination ratings;
3. Removal during original probationary period;
4. Appeals from classification determinations;
5. Appeals from adverse personnel actions; and
6. Appeals of performance evaluations.

**B. Equal Employment Opportunity Discrimination Complaint**

Notwithstanding any other provisions, when an aggrieved employee submits a written allegation of discrimination on grounds of race, color, religion, sex, national origin, marital status, age, disability or political affiliation in connection with a matter which is subject to the grievance procedures, as well as, the EEO Discrimination Complaint Procedures, that allegation shall be processed under the EEO Discrimination Complaint Procedures.

**Section 4. GENERAL PROVISIONS FOR USE OF GRIEVANCE PROCEDURES**

**A. Freedom from Reprisal or Interference**

1. Employees and their representatives shall be free to use the grievance system without restraint, interference, coercion, discrimination, or reprisal.
2. Employees, whether acting in an official capacity or on any other basis, must not interfere with, or attempt to interfere with, another employee's exercise of their rights under the grievance system. To be fully effective, the spirit as well as the letter of this non-interference requirement must be enforced. It is not enough for an official to abstain from overt threats or interference. Employees should refrain from making any statement or taking any action, which has the appearance or even the flavor of a threat, interference, or intimidation. Any violation of this section will be subject to Adverse Action under Section 11.303 of the Personnel Rules and Regulations shall be grounds for immediate termination of the offending supervisor or management official.

**B. Employee's Status During Grievance Procedures**

An employee's status during each procedural level shall be status quo.

**C. Right to Seek Advice**

All levels of management will provide an opportunity for an employee to communicate with and seek advice from:

1. The GDOE Personnel Division;
2. The EEO Coordinator or Counselor; or

3. A supervisory or management official of higher rank than the employee's immediate supervisor.
4. Their union representative. Said meetings shall occur while the member is in active duty status.

**D. Representation**

1. Employees have the right to present a grievance without representation.
2. Employees have the right to present a grievance with representation.
  - a. Employees have the right to be accompanied, represented, and advised by a representative of their choice at any stage of the grievance proceedings.
  - b. Employees may change their representative, but to do so, they must notify their supervisor and the Superintendent of the change in writing.
  - c. A person chosen by the employee must be willing to represent the employee.
  - d. A union representative may be present at a grievance meeting subject to the consent of the employee involved.

**E. Official Time for Presentation of the Grievance**

1. An employee must be given a reasonable amount of official time to present the grievance if the employee is otherwise in an active duty status.
2. If an employee's representative is an employee of the Government of Guam and is otherwise in an active duty status, must be given a reasonable amount of official time to present the grievance.
3. An employee shall be awarded 2 hours per step (not to exceed a total of 6 hours) while on active duty status for the purpose of handling grievances.

**F. Termination of Grievance**

1. An employee who has filed a grievance may terminate the grievance at any time.
2. Failure on the part of the employee to proceed to a higher step of the grievance procedure within the time period specified will terminate the grievance.



**G. Management's Responsibility for Timely Action and Settlement At the Lowest Possible Level**

1. It shall be the responsibility of management to settle grievances fairly and promptly at, or near the organizational level where the employee brought the grievance to their attention.
2. Failure by management to render a decision to the employee within the allotted time at any step constitutes the awarding of the requested remedy of the grievance.

**Section 5. STEP 1 - INFORMAL GRIEVANCE PROCEDURES**

**A. Management Responsibility**

An employee's grievance may or may not be objectively justified. What is important is that the grievance is real to the employee. When the grievance is well founded, management officials have both a duty and a need to eliminate the cause. When the grievance is not well founded, it is equally important to reach an understanding based on the full facts. Therefore, the informal procedure should assure consideration of every employee's grievance with a degree of promptness, sympathy, understanding, fairness, competence, and authority which convinces the employee of fair treatment.

**B. Settlement at the Lowest Possible Level of Management**

The informal procedures should be as simple as possible consonant with bonafide consideration of grievances. It should encourage settlement of matters at the lowest possible administrative level in the shortest possible time and should not, therefore, require any written explanation from the employee. The employee may present the grievance under the informal procedures, either orally or in writing, and should not be prevented from submitting a written explanation if so desired.

**C. Supervisor's Responsibility**

1. Normal day-to-day discussions between employees and supervisors regarding working conditions and related employment matters are the most constructive and expeditious means of developing and enhancing favorable and effective work relationships.
2. Each employee has the right to present matters to the supervisor, and each supervisor has the obligation to act promptly and fairly upon them.

**D. Employee's Responsibility**

1. Each employee is expected to make a concerted effort to achieve informal settlement of the grievance. The employee should promptly bring the grievance to the attention of the appropriate supervisory level.
2. Tolling Period: In counting the number of days for each step, if the last day of the period falls on a weekend, the filing time or receipt time falls on the next working day.

**E. Using the Informal Grievance Procedure - Step 1**

1. Initiation by Employee

In keeping with the personal nature of matters covered by grievance procedures, *only* employees can initiate grievances, singly or jointly. They may not be initiated by employee organizations. Employee organizations may be permitted to present a grievance on behalf of an employee or a group of employees when requested to do so by the employee or employees.

2. Time Limit

a. An employee may present a grievance to the immediate supervisor concerning a continuing practice or condition at any time. Grievances concerning a particular act or occurrence must be presented within fifteen (15) calendar days of when the grievant knew or should have known of the action or occurrence.

b. The grievant's immediate supervisor shall render a decision within ten (10) calendar days of the presentation of the grievance.

3. Form of the Grievance

An employee may present a grievance under the informal procedure either orally or in writing.

4. Non-rejection Provision

A grievance may not be rejected in the informal procedure for any reason.

If the grievance is not timely or consists of a matter not covered under the grievance system, the employee should be so advised but must be allowed to submit the grievance under the formal procedures if grievant insists.

5. Mandatory Use of the Informal Procedure

An employee must complete the informal procedure before the Authority may accept a grievance concerning the same matter under the formal procedure.

## **Section 6. STEP 2 - FORMAL GRIEVANCE PROCEDURES - NEXT ADMINISTRATIVE LEVEL**

### **A. Presentation of the Grievance - Step 2**

1. An employee is entitled to present a grievance under the formal procedure if:
  - a. the informal procedure has been completed;
  - b. the grievance is not satisfactorily resolved at the informal level; and
  - c. the immediate supervisor failed to render a decision within ten (10) calendar days of the presentation of the grievance at the informal level.
2. The grievance presented in Step 2 must:
  - a. be in writing on a form prescribed in Appendix A;
  - b. contain sufficient detail to identify and clarify the basis for the grievance;
  - c. specify the remedy requested by the employee and the appropriate supervisor's response; and
  - d. be submitted to the appropriate division manager who is the next higher supervisor than the immediate supervisor within five (5) calendar days after receipt of the answer in Step 1.

### **B. Responsibility of Next Higher Supervisor**

1. The next higher supervisor must determine whether the grievance is timely, is covered by the grievance procedures, and has been processed through the informal procedure.
2. The next higher supervisor shall make a positive attempt to resolve the grievance and shall render a decision, in writing, to the employee within five (5) calendar days of receipt of the written grievance.

## Section 7. STEP 3 - FORMAL GRIEVANCE PROCEDURES - SUPERINTENDENT

### A. Presentation of the Grievance - Step 3

1. An employee is entitled to present a grievance under Step 3 if:
  - a. the grievant has completed Step 2 of the procedures; and
  - b. the grievance is not satisfactorily resolved at Step 2 level; or
  - c. has specified the personal relief sought by the employee; and
  - d. be submitted to the Superintendent within five (5) calendar days after receipt of the answer in Step 2.

### B. Grievance Committee

1. Assembly of the Committee

Within three (3) calendar days of receipt of the written grievance from the employee, the Superintendent shall convene a Grievance Committee to investigate the circumstances of the grievance and to make a recommendation as to its disposition.

2. Committee Membership

The Committee shall consist of four (4) members who are permanent GDOE employees: two (2) members from the recognized bargaining unit appointed by the Union and two (2) members who are permanent employees at the managerial level appointed by the Superintendent. Committee members shall be considered on duty status for all committee work performed.

3. Responsibility of the Committee

The Committee must determine whether the grievance is timely, is covered by the grievance procedures, and has been processed through the informal procedure.

4. Committee Inquiry

The Committee shall be expected to convene and initiate a grievance inquiry appropriate to the nature and scope of the issues involved in the grievance. The inquiry will typically include the securing of documentary evidence and personal interviews in an effort to fully understand the issues and obtain the maximum information available pertinent to the issues. Committee meetings shall not be postponed, delayed or canceled for failure of any member's attendance at scheduled meetings, but all meetings require a quorum of at least 2 members.

5. Grievance File

When the Committee begins a grievance inquiry, the Committee Chairperson (elected by the members of the Committee) shall establish an employee grievance file. This is an independent file, separate and distinct from the personnel folder. The grievance file must contain all documents pertaining to the grievance including:

- a. Statements of witnesses;
- b. Records or copies of records; and
- c. Reports of personal interviews.

6. Open Record

The grievance file is an open record. It is open for review by the employee and his representative and must not contain any document that is not available to the employee. Information to which the Committee is exposed which cannot be made available to the employee in the form it was received must be included in a file in a form, which the employee can review or it must not be used.

7. Committee Report

The Committee shall complete its investigation within fifteen (15) calendar days of the date the Committee was appointed and shall submit a written report of its findings and recommendations to the Superintendent within two (2) calendar days following completion of its investigation.

8. Superintendent's Written Decision

The Superintendent shall render a written decision to the employee within five (5) calendar days of receipt of the written report from the Committee.

**Section 8. STEP 4 – APPEAL TO THE CIVIL SERVICE COMMISSION**

**A. Presentation of the Grievance – Step 4**

1. An employee is entitled to present a grievance appeal under Step 4, if:
  - a. They have completed Step 3 of these procedures;
  - b. The grievance is not satisfactorily resolved at the Step 3 level; or
  - c. The Superintendent failed to render a decision within 25 calendar days of the submission of the grievance, in writing, at the Step 3 level;
  - d. There has been a violation of the Government Code or Personnel Rules and Regulations;
  - e. The procedural rights of the employee filing the complaint as outlined have been disregarded;

- f. The decision of the supervisor, appointing authority and the Agency Committee, or Grievance Review Board has been unjust, inequitable or not in accord with the facts; and
  - g. The appointing authority fails to act on the Grievance Review Board's decision.
2. The grievance presented in Step 4, must:
- a. Be in writing on a form prescribed by the Civil Service Commission;
  - b. Contain sufficient details to identify and clarify the basis of the grievance;
  - c. Include copies of the grievance forms submitted in Steps 2 and 3;
  - d. Specify the personal relief requested by the employee;
  - e. Be submitted to the Civil Service Commission within five (5) calendar days after receipt of the answer in Step 3, or after the answer was due.

**B. Civil Service Commission**

1. Commission Investigations

- a. The Civil Service Commission shall review the official grievance file and all relevant written representations.
- b. The Commission may, in its discretion, afford the parties and opportunity to appear personally and present oral arguments and representations.

**ARTICLE VI  
SOLE AGREEMENT**

- A. The provisions of this Agreement constitute the full, complete and sole agreement between the Union and the Board for the category of employees, which is stipulated under “Recognition.”
- 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. This Agreement shall supplement any policies, rules, regulations or procedures consistent therewith.

**ARTICLE VII  
SEVERABILITY AND SAVINGS**

- A. If any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law.
- B. In the event that any provision of the Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

## **ARTICLE VIII DEPARTMENTAL OPERATIONS**

- A. It is recognized that the need for continued and uninterrupted operations of the Department is of paramount importance and that there should be no interference with such operations.
- B. Both Parties recognize the duty and obligation to comply with the provisions of this Agreement.
- C. The Union agrees that neither the Union, or any person acting on behalf of the Union, shall cause, authorize, engage in, sanction nor shall any of its members or take part in, at the request of the Union, a strike against the Department, or the concerned failure to report for duty, or willful absence from his/her duties of employment. Nothing contained in this Agreement shall be construed to restrict or limit the Board or the Union in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article.
- D. The Board agrees that with regard to a declared emergency and decision made therein, the Board shall notify the Union of the effects upon this Agreement.

## **ARTICLE IX BUDGET**

- A. The parties agree that employees may have a role in the preparation of each worksite's budget. Supervisors/Administrators are encouraged to consult with stewards in the preparation of worksite budgets.
- B. The Superintendent and the President of the Union may consult on the provisions of the final budget request to the Board. In the event the Legislature fails to fully fund this Agreement, the Superintendent and the President of the Union will consult on the remedies for those specific provisions affected. Those portions not affected will remain in force.
- C. The Department shall provide the Union budgetary information upon request.



**ARTICLE X  
EFFECTIVE DATES OF AGREEMENT**

- A. This Agreement and each and every part hereof shall become effective upon signing by the parties, and shall remain in full force and effect until midnight, five (5) years from the date of its implementation.
- B. This Agreement may be reopened annually to negotiate no more than two (2) articles in their entirety selected by the Union and no more than two (2) articles in their entirety selected by the Board. Any articles mutually agreed to be reopened for negotiation shall also be included. Reopeners shall occur on the days and months noted in Article X, Section D below.
- C. This Agreement will only be renewed for a second term of five (5) years upon mutual agreement by both Parties. Such agreement must be signed by both parties prior to the expiration of this agreement. If renewal occurs, reopeners would occur on the days specified in Article X, Section D below, for the next four (4) school years.
- D. Reopeners shall proceed according to the following schedule:
  - January 15            Written notice of intent to reopen
  - January 30            Scheduling of negotiations

(Should any of these dates fall on a weekend or a government holiday, the next workday shall replace the above dates.)
- E. This Agreement may be amended by the mutual agreement of the parties who entered into it, which agreement must be in writing.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, hereby execute this Agreement on the date indicated below:

*For the Board:*



**Robert H. Malay**  
Chief Negotiator

2/26/15

Date

*For the Union:*



**Sanjay H. Sharma** Date  
Chief Negotiator

*Approved by the Board:*



**Peter Alexis Ada**  
Chairperson  
Guam Education Board

Date  
3/6/15

*Ratified for the Union:*



**Timothy Fedenko** Date  
President  
Guam Federation of Teachers

3/6/15

*Approved as to Form and Legality*



**Elizabeth Barrett-Anderson** Date  
Attorney General of Guam

15-0137 DOE



**Eddie B. Calvo** Date  
Honorable Governor of Guam

MAR 27 2015

## ACKNOWLEDGEMENTS

*For Management:*

ERIKA CRUZ  
BEGONA FLORES  
LYNDA HERNANDEZ-AVILLA  
MICHAEL MENO  
REBECCA G. PEREZ

*for the Union:*

TIMOTHY FEDENKO

## SCHOOL AIDES OTHER WORKING COINDITIONS

In accordance with paramount law, the Department reserves to itself the right to maintain efficient governmental operations and to direct its employees. Work or task assignments shall be in accordance with FLSA and other applicable laws.

A. **General.** The primary purpose of School Aides is to support the teaching-learning processes and school operations. Work or task assignments shall be consistent with the duly adopted and approved job standards.

### B. Work or Task Assignments

1. Employees assigned a position title of School Aide shall be assigned to perform work or task assignments associated with the teaching-learning processes during the duty day. Work or task assignments relating to the monitoring of student discipline and other related duties shall be consistent with the job standard.
2. With the exception of Head Start Aides, employees assigned a position title of School Aide may be used on a temporary basis as library aide, nurse's aide, or office clerks. The Department's Personnel Rules and Regulations shall apply regarding compensation for detail assignments in excess of 30 calendar days.
3. Input from the school aide affected or from teachers shall be considered in making assignments for School Aides.

### C. Miscellaneous

1. Aides who are substituting or are assigned in a classroom for a whole day to include development of lesson plan and actual teaching or delivery of lesson, shall be treated as a regular classroom teacher, and be given the same schedule as a regular classroom teacher. This provision also applies to Head Start Aides.
2. The Department's Personnel Rules and Regulations on "Detail Assignment" shall apply to Aides, including Head Start Aides, assigned to a classroom where a certified teacher is unavailable to cover a class for 30 days or more, provided they are developing lesson plans and actually teaching.
3. Aides shall be assigned to Special Education classroom(s) in conformance with Public Law 13-207. There will be an adequate number of interpreters for students in the hearing-impaired program.
4. The Administrator shall promote clear lines of supervision and communication.
5. Administrators shall make every effort to provide training for School Aides to improve their value at the worksite.
6. "**Bomb Scare**" threats pose a potential and serious risk to the safety of students and employees. School Aides shall assist the Administrator or other officials in securing school facilities during "bomb scares." School Aides also shall make reasonable inspections for

atypical items, relating to “bomb scares,” during the course of their duties in monitoring student discipline and securing facilities and are to immediately notify the Administrator of atypical items.

## **DRIVERS OF VEHICLES FOR INDIVIDUALS WITH DISABILITIES Other Working Conditions**

- A. **General.** Drivers for individuals with disabilities (hereafter called “Drivers”) are assigned to the Transportation Section, Special Education Division, of the Guam Department of Education. Drivers provide transportation services so that appropriate special education or related services or both are provided for students with disabilities, in conformance with Guam laws and the federal Individuals with Disabilities Education Act, as amended. Transportation services include to and from home and school, Community-Based Instruction (CBI), Occupational Therapy/Physical Therapy (OT/PT), Leisure Education Services (LES), field trips, and other related services prescribed by law.
- B. **Definitions**
1. **Regular Run Assignment:** The transportation of students to and from school, and other locations required by the Department that occur within the scheduled duty day and generally every school day.
  2. **Additional Run Assignment:** The transportation of students to and from OT/PT, CBI, LES, field trips, and other locations required by the Department that occur a few times a week.
  3. **Special Assignment:** These duties may include, but not limited to, providing transportation for conferences, workshops, training, pick-up or delivery of government property or equipment, support of other government agencies or department functions/activities, or other assignments directed by the Department.
  4. **Transportation Assignment(s):** A list of Regular Run Assignments, Additional Run Assignments, and/or Special Assignments.
  5. **Bus Rider:** An employee of the Transportation Section, Special Education Division, or the Department who is assigned to accompany a driver and provide assistance to a student. The Bus Rider shall be able to provide assistance to the student with special needs, as specified in the student’s Individualized Education Plan (IEP).
  6. **Transportation Vehicle(s):** Vehicles owned or leased by the government of Guam, the Department, or the Transportation Section/Special Education Division that are assigned to Drivers for use in transportation operations. The vehicles may be mini-buses, vans, sedans, or other types appropriate for operations.
- C. **Regular Workday/Workweek**
1. In accordance with paramount law, the Department reserves the right to maintain efficient governmental operations and to direct its employees. Work or task assignments shall be in accordance with FLSA and other applicable laws. The Transportation Supervisor may solicit input from the Drivers to develop a Work Schedule for the Drivers, in conformance with the Fair Labor Standards Act, DOE Rules and Regulations and this Agreement:
  2. Drivers shall be allowed a minimum of 30 minutes and up to one (1) hour for a meal period, and not a part of the work schedule. Employees shall not work for a period of more than

five (5) hours without a meal period, unless the employee agrees to take his/her meal period at a different time.

- a. The meal period shall be a duty-free mealtime (when the employee is completely relieved from all duties, and allowed to leave the premises, work site, or Transportation Assignment/route).
  - b. Drivers shall not be required to take their meal period at a certain location associated with their transportation assignment(s). At their option, Drivers shall be allowed to take their designated rest and meal periods at any government establishment within the area after completion of a drop-off while operating an official vehicle.
3. Drivers shall be allowed a 15-minute rest (or break) period, with pay, in the first half and second half of the workday. Exceptions to this provision shall be upon mutual agreement between the Driver and his/her supervisor.
  4. Drivers who are required to stand by or wait in readiness for other duties or assignments, including changes of transportation assignments, are working and must be paid for the time spent waiting.
  5. Reasonable time shall be allowed for “non-transporting” or administrative time for Driver’s to clean their vehicles, attend meetings, pick-up supplies, and other “non-transporting” or administrative tasks, provided operational /transportation requirements are met.

#### **D. Transportation Assignments**

1. The information shall include the names of the students, pick-up and drop-off locations, dates and times (beginning and ending of classes/programs), and other related information necessary to provide the required transportation service.
2. Regular Run Assignments shall be consistent for each Driver and shall be provided to the Driver along with the Driver’s workday and workweek schedule.
  - a. Regular Run Assignments shall be based on the following factors: the needs of the student, the region where the services are needed, the school location, and the Driver’s familiarity of the region, and work performance. A Driver’s seniority may be considered.
  - b. Two weeks prior to the beginning of each school year, the Transportation Supervisor shall meet and consult with the drivers regarding Regular Run Assignments along with the corresponding workday/workweek schedule. The list shall include the names of the students, the students’ village name, and school
  - c. Within three (3) days after the list of Regular Run Assignments is posted, Drivers may submit a request for a specific Work Schedule and the corresponding Regular Run Assignments.
  - d. Based on the transportation Supervisor’s consideration of the driver’s requests from paragraph (c) and the criteria in 2(a) and 2(b) above, drivers shall be notified of new Regular Run Assignments, as soon as possible.
3. Additional Run Assignments shall be distributed equitably to all Drivers.
4. Drivers shall be given reasonable notice to volunteer for authorized overtime work.

5. Transportation assignments may be modified from time to time due to equipment breakdown, manpower shortage, or any unforeseen circumstances that are beyond the control of management. Drivers shall be given notice on modifications of transportation assignments as soon as possible.
6. When a Driver anticipates or encounters problems with a particular student(s) and needs assistance, the Driver shall notify the Transportation Supervisor. The Transportation Supervisor shall review the report and provide appropriate assistance. A written report may be prepared if determined necessary by the Driver or Supervisor.
7. When a student repeatedly poses a safety hazard to the Driver and other passengers, the Driver shall be permitted to deny the transportation of the student(s) in conformance with procedures established by the Transportation Office.
8. Transportation assignments shall be equitably made so that no driver has a significantly more difficult run than others. All Transportation Assignments shall be reviewed periodically, or upon request of the driver. The Transportation Supervisor shall conduct the review and make modifications, as needed.
9. Assignments Non- related to Transporting Students. In order for drivers to be better prepared for jobs that are not related to transporting students, a job order form shall be developed and used to describe in detail the type of work or assignment. Such details shall include the estimated amount of time, number of people to be transported, a brief explanation of the assignment, and other pertinent information. The form shall be used for assignments not related to routine transportation duties, especially when unusual conditions such as physical hardship/hazard are anticipated for the driver. The form shall be given to the driver at least one (1) duty day in advance, unless the Transportation Supervisor determines it is impractical.
10. Assignments for school breaks or school vacation days shall be posted and drivers notified as soon as possible.
11. The Transportation Supervisor shall designate Back-up drivers for drivers who are unable to cover their Transportation Assignments. Prior to and during their absence, Drivers shall not be required to identify backup drivers or coverage, for their Transportation Assignments.
12. When a Driver is unable to report for duty, due to sick leave or other reasons, the driver will immediately contact the Transportation Office and provide notice. The Transportation Supervisor shall provide coverage.
13. If for any reason transportation services cannot be provided for any student, the Transportation Supervisor shall ensure parents are notified.

**E. Transportation Vehicles, Equipment and Supplies**

1. Each driver shall be assigned a transportation vehicle determined by the Supervisor as appropriate for his/her designated Transportation Assignments. In the event that it becomes necessary to place a vehicle in a shop for maintenance or repair, the same vehicle shall be returned to the assigned driver upon completion of the repair work, unless the Transportation Supervisor determines that the assignment of the vehicle to another driver or to another Transportation Assignment Run is in the most effective and efficient use of the vehicle for operations. Such a decision shall be conveyed to the driver.



2. The vehicles assigned to drivers shall be safe to operate, properly licensed, and registered.
  3. The Administrator shall designate a back-up vehicle(s) for immediate use by the Transportation Division when other vehicles are inoperable
  4. A Driver shall not be required to operate any vehicle, which in his/her professional judgment has a defect that may jeopardize the safety of his/her passengers. The Driver shall immediately notify the Transportation Supervisor regarding the defective vehicle and complete the Driver's portion of the "Unsafe Vehicle Report". The Transportation Supervisor shall acknowledge that the vehicle is safe and ready to be put back into service.
  5. Drivers shall conduct a pre-inspection before operating a vehicle, generally at the beginning of the workday; and, a post-inspection of the vehicle by the end of the Driver's workday.
    - a. The pre-inspection and post-inspection shall be in accordance with a checklist that shall be provided by the Transportation Supervisor.
    - b. Should the pre-inspection or post-inspection show that the vehicle does not meet the required standards, the Driver shall declare the vehicle unsafe and immediately notify the Transportation Supervisor. The Transportation Supervisor shall ground the vehicle until corrective action is taken according to the procedures stated in item E-4, above.
    - c. Pre-inspection and post-inspection tasks are part of the Driver's workday.
  6. When a Driver is without a Transportation Vehicle or a safe operating vehicle upon the start or the end of his/her workday, the Driver shall notify the Transportation Office or the Transportation Supervisor immediately and wait for instructions. If the Driver needs transportation to pick-up another vehicle or to return to the Transportation Office, or return to the designated parking location, the Transportation Supervisor shall arrange the transportation. Waiting time under these circumstances is part of the Driver's workday.
  7. Each Driver shall be provided with one operating fire extinguisher, one first aid kit, one operating flashlight (for night driving or emergency), and roadside emergency devices. Drivers shall be accountable for their assigned equipment, exclusive of normal wear and tear. However, a driver shall not be required to replace any equipment at his/her personal expense, unless an investigation is conducted by the supervisor and the Driver is determined to be negligent. Drivers shall not expend any personal resources for supplies or equipment for any official vehicle.
- F. **Safety.** The Administrator shall coordinate proper training on safe driving, posting of visual aids for regular reminders, and other related safety information.

### **Parking of Transportation Vehicles and Security**

1. The Transportation Supervisor, with the Administrator's approval, shall designate parking locations for each Driver's Transportation Vehicle. The designated parking location shall be the location where Drivers shall pick-up their vehicle at the beginning of their workday and return and secure their vehicle by the end of their workday. The Transportation Supervisor may consider input from Drivers regarding the designated parking location.
  2. Designated parking locations may include public schools or facilities under the purview of the Department or other government of Guam facilities (DPW satellite bus parking sites, fire stations, etc.). The Transportation Supervisor shall make the necessary arrangement for the use of facilities beyond the purview of the Special Education Division.
  3. Transportation Vehicles shall be parked in a safe, well-lighted place for overnight parking. Vehicles shall not be parked by the side of a roadway or public highway overnight.
  4. All vehicle doors and hatches shall be locked and secured when parked. One set of Vehicle keys, which are provided by the Department, shall be kept in the possession of the driver with a spare set kept with the supervisor at the Transportation Office. Only the Transportation Supervisor is authorized to duplicate or issue keys.
- G. **Transportation Office Supervision.** A supervisor shall always be immediately and readily available to respond to the needs of Drivers while on duty.
- H. **Overtime Compensation.** Overtime compensation and Compensatory Time Off (CTO) shall conform to the provisions of Article IV, Section 1-D, of this Agreement.
- I. **Mandatory Meetings.** Drivers shall not be required to attend any meeting scheduled outside the Driver's workday or working hours.
- J. **Standard Operating Procedures or Procedural Handbook/Guidelines.** The Transportation Office shall make every effort to establish and keep current Standard Operating Procedures or Procedural Handbook/Guidelines relating to operations.

## **CAFETERIA EMPLOYEES Other Working Conditions**

### **A. Working Hours**

1. In accordance with paramount law, the Department reserves to itself the right to maintain efficient government operations and to direct its employees. The Cafeteria Manager shall establish a workday schedule with specific beginning and end times of the workday, subject to approval by the Administrator. All workday schedules will be in accordance with and pursuant to FLSA, Guam Law, the Department's Rules and Regulations and this Agreement. Input from cafeteria employees shall be solicited and considered in developing the workday schedule.
2. **Overtime compensation and Compensatory Time Off (CTO)** shall conform to the provisions of Article IV, Section 1-D, of this Agreement.

### **B. Work or Task Assignments.**

1. Employees shall be assigned work consistent with their duly adopted and approved Job Standard.
2. Employees shall generally be required to perform their duties at their permanent or primary worksite location. In instances where employees are required to perform their duties at more than one (1) worksite location, on a regular basis, the employee shall be designated a "dual or multiple worksite employee."
  - a. Dual or multiple worksite employees shall be provided appropriate government-owned (or leased) vehicles to transport supplies, equipment, food items, or other items for operational needs from one worksite to another.
  - b. Once an employee begins his/her duty day at the primary worksite travel between the worksites is part of the duty day.
  - c. The school Administrator at the primary worksite shall promote clear lines of supervision and communication for dual or multiple worksite employees. The supervisor at the primary worksite shall maintain primary supervision. Concerns or complaints from alternate worksites, regarding the performance of dual or multiple worksite employees, shall be directed via the school Administrator at the alternate worksite to the Cafeteria Manager at the primary worksite.
3. The Cafeteria Manager or Supervisor shall distribute work or task assignments as evenly as possible for each category (or class) of cafeteria employees.
4. Cafeteria employees shall be responsible for housekeeping maintenance of specific areas where they perform their duties, such as the kitchen, serving, dining areas, etc., in the cafeteria. Other appropriate school employees shall perform housekeeping duties for common areas such as bathrooms, sidewalks, walkways, etc., that are used by other employees and students.
5. The school Administrator shall ensure the cafeteria is cleaned and ready for cafeteria operations right after the cafeteria is used as a classroom or other activities not related to cafeteria operations. In these instances, Cafeteria employees shall not be required to

perform the housekeeping duties. Instead, the school administrator shall ensure other appropriate school employees perform the housekeeping duties.

- C. **Out-sourcing, Contracting-out, or Privatizing Cafeteria Services.** In order to address employee concerns regarding possible adverse impact of out-sourcing, contracting-out, or privatizing cafeteria services, the Board shall:
1. Notify the Union President about any formal initiative to out-source, contract-out, or privatize cafeteria services.
  2. Keep cafeteria employees up-to-date with any plans regarding privatizing cafeteria services.
  3. Exhaust every possible alternative to prevent any layoff or reduction-in-force of cafeteria employees, in accordance with the Department's Personnel Rules and Regulations and this Agreement.
- D. **Safety/Health.** The Administrator shall coordinate with the Department's Safety Office and other government entities to provide training on safety and health matters for cafeteria employees. The training shall include safe cafeteria operations, posting of visual aides for regular reminders, and other related safety/health information.
- E. **Miscellaneous**
1. The Employee shall provide appropriate foot wear and hair nets. The Department shall provide aprons and gloves.
  2. Within six (6) months after approval of this Agreement, the Department shall establish a ratio for the number of meals planned to the number of cafeteria employees (per job standard) needed in school cafeterias. This ratio shall serve as a guide to develop staffing levels and not a mandate. The Department shall provide this information to the Union President when requested.
  3. The Department shall, using available resources, have cafeterias equipped with proper ventilation and/or air-conditioning.

## **CUSTODIAL MAINTENANCE EMPLOYEES**

### **Other Working Conditions**

1. **Workload.** Work or task assignments shall be in accordance with FLSA, Guam Laws, the Department's Personnel Rules and Regulations and this Agreement.
  - a. The supervisor, in consultation with the custodial maintenance employees, shall ensure that duties are assigned equitably.
  - b. To support the needs of the facilities, the supervisor may implement staggered, rotational duty hours, subject to the following:
    - i. The basic work week shall be 40 hours.
    - ii. The work week may begin on any day of the week.
    - iii. The work week may begin on any hour of the day.
  - c. Employees shall be permitted to select their work week schedule. In the event of a conflict, all employees shall select their work week schedule in a rotating alphabetical order by last name.
  - d. Employees working between 6:00 p.m. and 6:00 a.m. shall:
    - i. Be trained to properly respond when witnessing a crime.
    - ii. NOT be expected to apprehend perpetrators.
2. **Maintenance Employee's Assigned Work Areas, Procedure(s) for Task(s), and Equipment**
  - a. The assigned work for all maintenance employees will be at their designated regional Maintenance Shop. However, the assigned work area can be any worksite within the school system, as directed by the supervisor. Employees assigned to perform duties at schools may be required to report directly to the school sites without reporting to their designated regional Maintenance Shop.
  - b. Employees reporting to schools will sign in on the school's Employee's Log upon their arrival and sign out prior to leaving the school site.
  - c. Employees reporting to schools will have approved work orders outlining briefly the nature of the work to be done. The only exception will, be emergency calls where an employee is dispatched by radio from the field.
  - d. Other than cases of emergency, no employee shall be required to perform any tasks either by direction or voluntary, other than the task(s) outlined in his/her work order, without the approval of his/her supervisor at their designated regional Maintenance Shop.
  - e. **Trouble call:** A call received that a report must be made within a twenty-four (24) hour period. In case of maintenance repair, a craftsman from within the trade will be sent to make the repair. However, if additional help is needed, it may come from within other trades of the division.

- f. **Scheduled maintenance:** A schedule of maintenance assignments during school holidays (Easter, Christmas and Summer) shall be planned ahead of time, subject to change according to operational requirements. A Composite Crew may be utilized to accomplish the necessary repairs.
- g. **New construction:** In the case where complete new facilities are built, i.e., temporary buildings, etc., all work to be performed will be done by appropriate crafts personnel with the assistance of maintenance personnel as outlined in the employee's duly adopted and approved job standard.
- h. **Maintenance of equipment:** When employees are assigned power equipment, vehicles or machinery to perform their duties, they will perform first echelon maintenance, i.e., check water, oil, components and operation. The employee shall report to his/her supervisor when the equipment is not properly functioning. The supervisor shall request for a survey of the equipment immediately after being reported. Each employee shall be held accountable for equipment, exclusive of normal wear and tear, assigned to him/her. However, an employee shall not be required to replace any equipment at his/her personal expense unless negligence is proven on his/her part.

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