



AGREEMENT

between the

**Guam Federation of Teachers
Local 1581 AFT (AFL-CIO)**

and the

**Department of Public Health and Social Services
(DPHSS)**

for

Eligibility Specialists I and II

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PREAMBLE

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

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

ARTICLE I RECOGNITION AND DEFINITION

SECTION I: RECOGNITION

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

Eligibility Specialist I
Eligibility Specialist II

- B. Only classified, full-time, permanent employees of DPHSS who hold one of the above position titles may be members of the bargaining unit and covered by this Agreement. (Employees who hold one of the above position titles who are unclassified, part-time, limited term, seasonal, temporary, or on probationary status are not members of the bargaining unit and are not covered by this Agreement.)
- C. Any reclassification of any of these positions or newly created positions that are categorized under the same related job classification schedule of the Civil service Commission shall also be recognized as part of this Agreement. The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of consultation and negotiations with government management officials concerning terms and conditions of their employment not otherwise fixed by law.

SECTION II: DEFINITIONS

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

**ARTICLE II:
RIGHTS AND OBLIGATIONS OF THE PARTIES**

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

SECTION I: MUTUAL RIGHTS AND OBLIGATIONS

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

bargaining unit and GFT representatives shall be held annually (at least one (1) hour during duty hours). DPHSS management officials and supervisors may attend the meeting. The Director, DPHSS shall provide a room suitable for such meetings. An initial orientation meeting shall be held during duty hours within sixty (60) days of approval of this Agreement.

H. Printing and Distribution of the GFT/DPHSS Agreement

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

- I. The parties agree to jointly support any legislation or administrative action necessary to implement this Agreement.

SECTION II: RIGHTS AND OBLIGATIONS OF THE UNION

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