

A G R E E M E N T



By and Between

**UNIVERSITY OF GUAM
BOARD OF REGENTS**

And

**GUAM FEDERATION OF TEACHERS
(LOCAL 1581)
MAINTENANCE AND CUSTODIAL EMPLOYEES
PLANT MAINTENANCE**

APPROVED BY THE BOARD OF REGENTS

June 26, 1990

UNIVERSITY OF GUAM
BOARD OF REGENTS

RESOLUTION NO. 90-17

AGREEMENT BY AND BETWEEN THE
UNIVERSITY OF GUAM BOARD OF REGENTS AND THE
MAINTENANCE AND CUSTODIAL EMPLOYEES, PLANT MAINTENANCE, AND THE
GUAM FEDERATION OF TEACHERS, LOCAL 1581

WHEREAS, the Board of Regents, the President of the University and the University of Guam Maintenance and Custodial Employees, Plant Maintenance, Guam Federation of Teachers, Local 1581, through their respective delegated representatives, negotiated a contract; and

WHEREAS, the Union has, through its President, advised the President of the University of Guam that the Employees of Plant Maintenance, have ratified said contract, a copy of which is attached hereto as part of this resolution; and

WHEREAS, the Academic and Personnel Committee and the President of the University have recommended that the Board accept said contract.


NOW, THEREFORE, BE IT RESOLVED, that the Board does hereby approve the negotiated agreement.

ADOPTED this 26th day of June, 1990.



J. U. TORRES, Chairman
Board of Regents

ATTESTED:



WILFRED P. LEON GUERRERO
Executive Secretary

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**BOARD OF REGENTS/GUAM FEDERATION OF TEACHERS
CUSTODIAL/MAINTENANCE CONTRACT**

PREAMBLE

Agreement made this 26th day of June, 1990, by and between the University of Guam Board of Regents, hereinafter called the "Board" and the Guam Federation of Teachers, hereinafter called the "Union."

WHEREAS, the Board and the Union agree that providing the highest quality contemporary education is their mutual aim and that the character of such education is dependent upon the cooperative efforts and understanding of both parties; and

WHEREAS, the Board and the Union agree that a clean, healthful environment is necessary for learning to occur; and

WHEREAS, the Board and the Union agree that the persons working as custodians and maintenance workers are vital to providing a proper environment;

THEREFORE; the parties now enter into a formal agreement to clarify the working conditions of the employees represented by the Union.

- ARTICLE I -

RECOGNITION AND DEFINITIONS

- A. The Board recognizes the Union as the exclusive representative subject to and in accordance with Title 4, GCA, Section 10101 et. seq. and Rules and Regulations promulgated thereunder for the following unit:

"All graded and ungraded custodial and maintenance employees in the classified service of the Plant Maintenance Division of the University of Guam excluding all supervisory, managerial, professional and personnel employees and guards."

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of consultation and negotiation with university management officials concerning terms and conditions of their employment which are not in conflict with or are not otherwise fixed by paramount law or regulations.

The Union shall represent those persons who hereafter perform the duties or functions performed by personnel in the bargaining unit as spelled out above.

B. Definitions

1. Agreement - This contractual document between the Board and the Union.
2. Bargaining Unit - A unit of support personnel defined in Article I, Section A.

3. Board - Board of Regents of the University of Guam.
4. Chief Steward - An elected member of the bargaining unit ~~from the worksite chosen to represent that unit of that same worksite.~~
5. Days - Duty days, Monday through Friday, unless otherwise specified.
6. Duty Day - The amount of time per day that bargaining unit members shall be regularly required to be present at their assigned worksite. The regular duty day shall not exceed a total of eight (8) hours inclusive of one fifteen-minute comfort break during the first four hours of duty and one fifteen-minute comfort break during the second four hours of duty.
7. Emergency - A condition of public calamity, resulting from fire, flood, typhoon or like disaster, or when unforeseen exigency arises which could not be reasonably anticipated.
8. Grievance - An employee's expression that there has been a misinterpretation, misunderstanding, or violation of the terms and conditions of this Agreement; or applicable policies of the employer; or of the Government of Guam. A grievance may be filed by an individual or a group within the bargaining unit.
9. Leave Year - The period from the beginning of the first complete pay period in the fiscal year, as defined by Guam Law, to the beginning of the first complete pay period in the following fiscal year.