

A G R E E M E N T

By and Between

**BOARD OF TRUSTEES
GUAM COMMUNITY COLLEGE**

And

**GUAM FEDERATION OF TEACHERS
(LOCAL 1581: AFT/AFL-CIO)**

For

SUPPORT STAFF



GUAM COMMUNITY COLLEGE

Kulehon Kumundât Guáhan
Accredited by the
Western Association of
Schools and Colleges

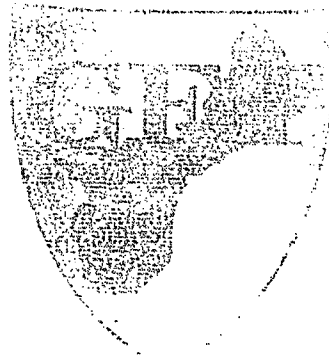


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PREAMBLE

The Board of Trustees, Guam Community College, 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 Public Employee-Management Relations Act, Title IV, Chapter 10, Guam Code Annotated, including the Department of Administration Public Employee-Management Relations Rules and Regulations (PEMRA Regulations).

The parties agree that neither the Board, nor any employee of the College, nor the Executive Council of the Union, nor any employee of the Union shall intentionally violate any provision of this Agreement.

**ARTICLE I
RECOGNITION AND DEFINITIONS**

Section 1. RECOGNITION

The Board recognizes the Union as the exclusive representative, subject to and in accordance with the Public Employee-Management Relations Act and the rules and regulations promulgated thereunder, for all those employees described in the Governor's letter of June 5, 1979 (APPENDIX A).

The parties recognize the clarifications to this description which have been issued subsequent to the Governor's letter and prior to January 12, 1980. The parties shall confer and agree on any new position which is created after January 12, 1980, as to whether or not the position belongs in the bargaining unit.

Section 2. DEFINITIONS

Bargaining Unit - A unit of support personnel defined in Article I, Section 1 above.

Board - Board of Trustees of the Guam Community College.

College - Guam Community College.

Days - Duty days of the employee unless specified otherwise.

Dean - The administrative head of a school.

Division - A unit within the Guam Community College which provides instructional or support services.

Duty Day - The amount of time per day that bargaining unit members shall be required to be on duty at their assigned worksite. The regular duty day shall not exceed a total of eight (8) hours.

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 or as declared by the Governor of Guam.

Employee/Support Person - A member of the bargaining unit as set forth in Article I, Section 1 of this Agreement. In the text of this Agreement, an

employee/support person may be more specifically referred to by functional title.

GCC - Acronym for Guam Community College.

GCCU - Acronym for Guam Community College Union of Guam Federation of Teachers.

Grievance - The employee's expressed feeling of dissatisfaction with aspects of his/her working conditions and working relationships which are outside his/her control, or which impose an illegal obligation or burden or deny some equitable or legal right or cause injustice, including an appeal from adverse disciplinary action not covered by paramount law or regulation, misapplication or violation of this Agreement, GCC Personnel Rules and Regulations or other Board policies. A grievance may be filed by an employee or group of employees of the bargaining unit.

Grievant - Employee initiating a grievance.

Head Steward - The steward designated by the Union as Head Steward for this bargaining unit.

Leave Year - The period from the beginning of the first complete pay period in the fiscal year to the beginning of the first complete pay period in the following fiscal year.

Lunch Period - A regularly scheduled duty-free break of no less than 30 minutes but no more than one (1) hour is guaranteed to the employee for a mid duty day meal. This is a bona fide meal time that is not part of the duty day. The duration of the lunch period shall be agreed upon by the employee and his/her supervisor.

Overtime - The hours in excess of eight (8) hours in any work day or forty (40) hours in a regular work week.

President - Chief executive of the Guam Community College who has ultimate authority over all administrative affairs of the College.

Steward - A member of the bargaining unit from the worksite chosen to represent that unit at that same worksite.

Supervisor - A full-time twelve month employee of the Guam Community College whose primary responsibilities may include: (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; and (4) initiate or recommend disciplinary actions as appropriate.

Support Staff Chairperson - An elected member of the bargaining unit from the worksite chosen to represent that unit of that same worksite. This GCC Union representative shall serve on the GCC Board of Trustees as the Ex-Officio Support Staff Advisory Member.

Support Staff Recorder - An elected member of the bargaining unit from the worksite chosen to represent that unit of that same worksite. The Recorder shall serve as the Interim Vice-Chairperson in the event that the Vice-Chairperson is unavailable.

Support Staff Vice-Chairperson - An elected member of the bargaining unit from the worksite chosen to represent that unit of that same worksite. The Vice-Chairperson shall serve as the Interim Chairperson in the event that the Chairperson is unavailable.

Union - Guam Federation of Teachers.

Union Representative - Any certified designee of the Union.

Worksite - Any location where members of the bargaining unit are assigned.

ARTICLE II RIGHTS AND OBLIGATIONS OF THE PARTIES

This is an Agreement between the Board of Trustees of the Guam Community College and the Guam Federation of Teachers, Local 1581 of the American Federation of Teachers, AFL-CIO. These Parties recognize that this negotiated Agreement affects two groups of GCC employees - members of the bargaining unit and College administration. All of these 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 which is fair and equitable. A primary goal of the Parties is the creation and maintenance of constructive, positive relationships.

- B. The Board agrees to recognize the officers, and duly designated representatives of the Union as representing the bargaining unit members. The Union agrees to provide the President with a complete list, in writing, of the names of all officers, Union representatives, and stewards, along with a designation of the worksite each steward represents.
- C. 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 meet with the other to discuss matters not covered by this Agreement. Prior to the consideration of any new rules and regulations which affect employees in the unit or any changes to existing rules and regulations, Board representatives will meet and consult with Union representatives and shall give serious consideration to their views on the matter under discussion.
- D. The Parties agree that no employee of the Guam Community College nor any employee or officer of the Guam Federation of Teachers shall intentionally violate any provision of this Agreement.
- E. 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.
- F. The Board and the Union shall have printed, as soon as possible but not to exceed sixty (60) calendar days from date of ratification, the complete Agreement between the Board and the Union. The Agreement shall be printed in sufficient quantity so that each employee will receive a copy. The Union may order its own copies of the Agreement and the manual at the time of printing, provided the Union bears the per unit cost of such additional copies. A four-member joint Board/Union committee, consisting of two designees from the Board and two from the Union, shall determine the form, style, and index of the Agreement and select the printer. The Union will distribute the individual copies to each member of the bargaining unit.
- G. The GCC President (or designee) and the GFT President (or designee) shall schedule a conference at least once each month.
- H. 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 GCC President, to attend the conference/workshop, and shall not be unreasonably denied.

- I. The Parties agree that they have a mutual obligation to educate bargaining unit members of their rights and benefits as employees. To this end, a meeting of the bargaining unit shall be held annually with Union and Administrative representatives. The College shall provide the room. The initial orientation meeting shall be held during duty hours within thirty (30) days of ratification of this Agreement.

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 negotiation 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, 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. 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.
- D. GCCU Officers
 1. The Union shall have the right to name stewards in accordance with Union policies. The Board shall recognize one steward for each twenty-five (25) bargaining unit members at each worksite. Training of stewards is a responsibility of the Union.
 2. The Support Staff Chairperson/designee shall be granted up to four (4) hours with pay during any given week to examine expressed complaints of bargaining unit members pertaining to this Agreement. Request for such time shall normally be made to the division head twenty-four (24) hours in advance. Such requests shall not be unreasonably denied.
 3. The GCCU Chairperson shall have the opportunity to meet with the appropriate Dean or Administrator during duty hours to discuss

the problems relating to this Agreement as the need arises. The GCCU Chairperson may be accompanied by another member of the bargaining unit or a Union representative.

4. Stewards shall be permitted to schedule meetings outside of duty hours in their respective worksite with the approval of the worksite supervisor needed for the use of a room. Such approval shall not be unreasonably withheld. The supervisor shall designate the room to be used. Should special custodial services be required, the Union shall pay the actual cost of such services.
 5. Stewards shall have the same right as any other employees to insert notices in the College divisional bulletins.
 6. The GCCU Chairperson shall be involved in the development and review of the proposed budget as a member of GCC's Budget Committee.
- E. A Union representative(s) may visit worksites to examine complaints pertaining to this Agreement, GCC Personnel Rules and Regulations or other Board policies. Such visitations shall, whenever possible, be scheduled in advance and shall be conducted so as not to disrupt the normal operations of the College.
- F. The Union shall have the right to distribute literature in employees' mailbox at the worksites and the right to use the routine mail service for the distribution of official Union mail.
- G. The Union shall have the right to use fifty percent (50%) of one (1) bulletin board in each recognized employee lounge or gathering place and twenty-five (25%) of the bulletin board in the Personnel Office.
- H. The GCC President or his/her designee shall furnish 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. 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.

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:
 - a. To determine the overall mission of the College;
 - b. To adopt policies regarding personnel recruitment, appointments, promotions, dismissal, and other personnel matters;
 - c. To determine the services to be rendered, the operations to be performed, and the matters to be budgeted;
 - d. To establish job classifications; and
2. The Board shall exercise the foregoing rights and responsibilities in an open, fair, and consistent manner.

B. Rights and Obligations of Management

1. Management shall retain the right and responsibility, in accordance with applicable laws and regulations and in addition to other rights and responsibilities:
 - a. To maintain and improve efficient College operations and to direct its employees;
 - b. To hire, retain, promote, transfer, schedule, supervise, and assign employees to College positions;
 - c. To suspend, demote, discharge, or take other disciplinary action against employees for just cause; and
 - d. To 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. However, 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 College.
- D. The Management officials of the College 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. The Parties agree that employee performance is greatly affected by availability of proper tools, instruction in new work techniques, clear directions, and morale factors.
- C. Employees shall enjoy freedom to conduct themselves outside duty hours within the limits prescribed by Law.
- D. Employees shall not be compelled to attend social functions nor shall they be coerced to perform non-duty activities.
- E. The Parties agree that neither Management nor the Union shall interfere with the employees' free exercise for their right to join an employee organization or to refrain from joining and/or taking part in related activities. Union dues will be deducted only upon the voluntary written authorization of the employee.
- F. It is understood and agreed by the Parties that nothing in this Agreement precludes any employee regardless of whether or not that employee is a member of 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.

- G. Upon request from the Union and the individuals involved, up to two (2) employees per year may have leave of absence with or without pay for up to ten (10) days each year, for Union-related activities, other than what is specified in Article II, Section 1, Letter H. For any such leave, the individual must notify the President at least two (2) weeks in advance for approval. Such approval shall not be unreasonably withheld.
- H. A member of this bargaining unit selected by the Union shall have the right to sit with the Board in all open sessions, shall be entitled to speak on all issues before the Board during such sessions, and shall receive a COMPLETE packet of agenda information. Such representative may have the right to sit in executive sessions. The Board shall recognize no such position for any other member of the bargaining unit.

ARTICLE III GENERAL PROVISIONS ON GRIEVANCE

Section 1. Definition

Grievance: The employee's expressed feeling of dissatisfaction with aspects of his/her working conditions and working relationships which are outside his/her control, or which impose an illegal obligation or burden or deny some equitable or legal right or cause injustice, including an appeal from adverse disciplinary action not covered by paramount law or regulation, misapplication or violation of this Agreement, GCC Personnel Rules and Regulations or other Board policies. A grievance may be filed by an employee or group of employees of the bargaining unit.

Section 2. Purpose

- A. The purpose of the grievance procedure is to secure equitable solutions to grievances at the lowest possible administrative level; to provide recourse through an orderly procedure for the satisfactory adjustment of complaints; and to provide the employee, as well as the institution, with all the proper legal safeguards and rights pertaining thereunto.

- B. It is the declared objective of all parties involved in an employee grievance to encourage the prompt and equitable resolution of employee complaints as they arise.

Section 3. Time Limits

- A. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed immediately to the next procedural level. Failure of the employee to observe time limits shall constitute withdrawal of the grievance.
- B. The time limits specified may be extended by mutual written agreement stipulating the new extension or re-extension dates.
- C. All time limits herein shall consist of duty days of the bargaining unit member. For grievance resolution purposes, the duty day shall be considered based on the bargaining unit member's work schedule.
- D. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.
- E. All papers filed in accordance with the grievance procedure shall be hand-carried during work hours to the designated recipient and receipted and dated with the date of delivery at the location, with the receipted copy going to the originator.
- F. Unless a written grievance is filed, the formal grievance procedure will not be activated.
- G. Time limits shall commence to run on the day following the act, event, or delivery.

Section 4. Notification of Grievance Filed

The appropriate administrator shall provide written notification to the President and the Union, within one (1) working day after a formal grievance has been filed by the member(s) of the bargaining unit. The Union shall be provided with copies of decisions rendered on all formal grievances.

Section 5. Establishing List of Neutrals

A list of agreed upon neutrals shall be developed by the President and the Union for the purpose of selecting a fifth member to the Board of Appeals. This list shall be established within 30 days after this Agreement has been ratified. Should the need for replacement occur before the year is up, changes in the list may be made whenever it becomes necessary because of personal reasons of the members or changes of selection by the President or the Union.

Section 6. Freedom from Reprisal

An employee (and his/her representative) shall be free to use the grievance procedure without restraint, interference, coercion, discrimination or reprisal.

Section 7. Meeting with Employee

- A. No employee shall ever be called into a meeting regarding his/her grievance by or with any administrator, or other department or government official, without first being informed that the employee has the right to have a Union representative present, and such meeting shall not take place until such representative, if requested, is present.
- B. Representation: Any employee retains the right to be accompanied, represented, and be advised by a representative of his/her choice. Conversely, the employee has the right to present a grievance without representation.

For the purpose of processing and adjusting a grievance, the divisional administrator shall recognize each employee's right to representation by the Union or a personal representative if the employee so desires. Employees of the Unit may present their own grievances to the Employer and have them adjusted, without the support of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement. In the event that two or more employees simultaneously file identical grievances, those grievances may be treated as a single grievance for the purpose of processing and adjusting the employee's grievance.

Section 8. Right Beyond the Grievance Procedure

Nothing in this grievance procedure shall be construed to preclude an employee from exercising his/her right to appeal any decision of the Board of

Appeals to the Board of Trustees or in a court of law. However, the parties agree that this grievance procedure is the proper avenue for the resolution of grievances.

Section 9. Relief Provided

Should the decision be favorable to the grievant at any step of the grievance procedure, relief shall be provided by the Guam Community College within five (5) duty days, thereafter.

Section 10. Grievance Procedure

INFORMAL PROCEDURE

Step One (Informal Meeting)

Within ten (10) duty days of the employee becoming aware of the action or condition which is the basis for the grievance, the employee and/or his/her representative shall meet with the immediate supervisor to discuss the matter informally and to attempt to resolve the complaint. Both the employee and the supervisor are expected to make a maximum of effort to achieve informal settlement of the grievance.

The employee shall verbally inform the supervisor that this is the first step of the grievance procedure.

At the employee's request, a Union representative may accompany the employee at the informal meeting.

FORMAL PROCEDURE

A. Step Two (Filing with Immediate Supervisor)

After all attempts at resolving the problem through the informal grievance procedure have failed, the aggrieved employee, if he/she decides to pursue the grievance, shall prepare and file the grievance, in writing, within five (5) duty days to the immediate supervisor. An employee must complete the informal procedure before the

supervisor may accept from him/her a grievance concerning the same matter under the formal procedure. The written grievance shall include:

1. Statement of the grievance.
2. Statement of facts pertaining to the grievance.
3. Remedy sought; and
4. Date(s) informal adjustment was attempted.

The supervisor's decision shall be communicated in writing, and shall be delivered to the aggrieved employee within five (5) duty days of receipt of the written grievance. Should the decision not be satisfactory to the employee, the supervisor's response shall include a notice of the employee's right to appeal to the President at Step Three.

B. Step Three (Appeal to President)

If the aggrieved employee does not receive a response within the time limit set in Step Two or if the employee is not satisfied with the written response of the supervisor, the employee may appeal to the President within five (5) duty days of receipt of the written response. The appeal shall include:

1. A copy of the original grievance.
2. A copy of the decision rendered, if any, at Step Two.
3. A statement of the reasons for the appeal.

The President shall review the grievance and render a decision within five (5) duty days of receipt of the appeal. The decision shall be transmitted, in writing, to the aggrieved employee, the Union, and the supervisor. The President's decision shall include a statement of the aggrieved employee's right to appeal to the Board of Appeals.

C. Step Four (Referral to Board of Appeals)

If the aggrieved employee does not receive a written response within the time limit set in Step Three or if the employee is not satisfied with the written response of the President, the employee may appeal to the Board of Appeals within five (5) duty days of receipt of the President's written response.

Within five (5) duty days after receiving the employee's written appeal, the President shall initiate action to form a Board of Appeals. The Board of Appeals shall be composed of five (5) members selected in the following manner:

1. Two (2) member selected by the aggrieved employee from among his/her peers in the College.
2. Two (2) members selected by the President from the administrative/supervisory level from a different division or unit.
3. The fifth member shall be selected by the other four (4) members. This fifth member shall be selected from the list established by the GCC President and the Union (Refer to Section 5).

The President shall set the date and time for the initial meeting of the four (4) members of the Board of Appeals and shall notify the concerned parties, in writing, within three (3) duty days. This initial meeting is for the purpose of selecting the fifth member to the Board of Appeals.

After the Board of Appeals selects the fifth member, the Board of Appeals shall render a decision within five (5) duty days.

The Board of Appeals shall make every reasonable effort to obtain all pertinent facts and render a decision based on those facts.

The written decision of the Board of Appeals shall contain a statement of the problem, findings of facts, and a ruling based on all these factors. The decision shall be delivered to the GCC President and Union within two (2) duty days after the Board of Appeals has reached a decision. The decision shall include notice to the parties of the right to appeal an unfavorable decision to the Board of Trustees at Step Five.

If the decision of the Board of Appeals is accepted by both parties of the grievance, the decision shall be implemented immediately and the matter closed.

D. Step Five (Appeal to the Board of Trustees)

Either party may appeal the decision of the Board of Appeals to the Board of Trustees. Such appeal shall be submitted, in writing, to the Board of Trustees within five (5) duty days after receiving the decision of the Board of Appeals' decision. The appeal shall include:

1. A copy of the original grievance;
2. A copy of the decisions rendered at Steps Three and Four;
3. A statement of the reason(s) for the appeal.

The Board of Trustees shall acknowledge the receipt of the appeal at its next regularly scheduled meeting following the filing of the appeal, provided that said appeal is filed no less than five (5) duty days before the Board of Trustees' regularly scheduled meeting. The Board of Trustees shall conduct a hearing within fifteen (15) duty days of that Board meeting. The hearing shall be conducted in accordance with the Rules of Procedure and Evidence in Appeal Hearing (APPENDIX B) adopted by the Board of Trustees on October 15, 1986 or as may be amended thereafter. The Board of Trustees shall notify the parties of the grievance of the scheduled appeal hearing at least ten (10) days prior to the date set for the hearing. The notice shall also announce who will chair the appeal hearing.

If the aggrieved employee does not wish a formal hearing, the Board of Trustees shall review, on the date set for the hearing, the official representations and shall render a decision at that meeting.

The written decision of the Board of Trustees shall be delivered to both parties within five (5) duty days following the hearing. The decision shall include a statement of the problem, findings of facts, and a ruling based on all these factors. The decision shall include a notice to the grievant of his/her right afforded to him/her in Article III, Section 8.

**ARTICLE IV
DISCIPLINARY AND ADVERSE ACTION**

Section 1. Disciplinary Action

- A. The parties agree that every effort should be made to informally resolve problems relating to work performance of members of the bargaining unit.
- B. Where a reprimand/warning is deemed necessary, employees shall be given the opportunity to meet and discuss the matter with the appropriate supervisor.

An employee who has been requested to meet with his/her supervisor for disciplinary reasons (reprimand/warning) shall be given one (1) duty day's notice of the meeting, be informed in writing of the reason for the meeting and be advised that (s)he may have his/her representative in attendance.

An employee may discontinue any meeting with his/her supervisor in order to request representation if the meeting appears to be disciplinary in nature.

Appeals for such reprimands/warnings may be filed through the grievance procedures as stipulated in Article III.

Section 2. Adverse Action

Employees subject to adverse action shall be given notice in compliance with the GCC Personnel Rules and Regulations. All "Due Process" procedures of the GCC Personnel Rules and Regulations shall be observed. Adverse Action covers suspension, demotion or dismissal and are separate and apart from Part B of Section 1 of Article IV above.

**ARTICLE V
PROCEDURES FOR LAYOFF**

Layoffs affecting members of the bargaining unit are not anticipated. Should layoffs become necessary, Executive Orders 84-16 and 87-33 shall apply.

**ARTICLE VI
PERFORMANCE EVALUATION**

- A. The College will utilize a fair and equitable performance evaluation process for:
1. Probationary employees at the end of the probationary period of employment.
 2. Permanent employees one (1) month prior to the anniversary date of initial employment.

A Performance Evaluation Committee of college employees shall annually review and recommend any changes it determines necessary to the Performance Evaluation Form. The recommendation of the Committee shall be forwarded to the President for his/her consideration.

The committee shall be comprised of ten (10) members. The President shall appoint five (5) members and the Union shall appoint five (5) members to the Committee.

- C. The performance evaluation shall be used as the basis in granting of pay increments. Satisfactory rating shall be necessary for promotion or the granting of a pay increment.

**ARTICLE VII
WORKING CONDITIONS**

Section 1. Duty Year and Pay

- A. Each employee/support person shall be responsible to one immediate supervisor who is a full-time twelve month employee and who retains all rights and obligations provided in this Agreement and pertinent law or regulations.
- B. Members of the bargaining unit are twelve-month employees unless otherwise specified.
- C. Members of the bargaining unit shall be paid a per annum salary over a twelve-month period.
- D. All overtime payments shall be by either Compensatory Time Off (CTO) or payments equal to one and one-half times an employee's regular rate.

Compensatory Time Off for overtime work shall be made in accordance with the Fair Labor Standards Act, as amended.

No employee shall be required to work overtime unless the employee has received certification that funds for overtime pay is available. If the employee accepts CTO in lieu of overtime pay, the employee shall not be restricted to utilize their CTO in lieu of annual or sick leave.

Overtime/CTO assignments shall be distributed in an equitable manner.

- E. Employees shall not be denied a salary increment except on the basis of an unsatisfactory evaluation. If a salary increment is delayed beyond its effective date, payment shall be made no later than the second payday following the effective date and shall be retroactive to that effective date.
- F. Payroll errors made by the College shall be corrected by the College without undue delay. Payment shall be made within one (1) working day following determination of the error.

Members of the bargaining unit shall be entitled to night differential pay, calculated at the rate of their regular wage plus ten percent (10%), for periods worked between the hours of 6 P.M. and 6 A.M.

Night differential shall be paid on the pay day following the pay period in which said night differential was earned.

1. Every effort shall be made by the College to have paychecks available for distribution to employees at the earliest time possible before the end of their duty day on each payday.

Section 2. Duty Day

1. Employees shall be at their worksite at the commencement of the assigned time as established in the worksite schedule.

2. Employees shall sign in when reporting for duty at the beginning of each duty day.

3. Rest periods of short duration promote the efficiency of the employee and are paid working time and shall not exceed fifteen (15) minutes in each half of a duty day, provided that rest periods are taken so as not to disrupt the normal operation of the College. Whenever practical, employees are to receive a rest break of fifteen minutes at approximately the middle of every four hours of work not broken by a meal period. The time for employee rest breaks will be scheduled by each supervisor with appropriate regard for the work load.

4. Employees shall not normally be required to attend any training program outside of established duty hours.

5. Employees shall be notified three (3) duty days in advance of any worksite schedule change of a non-emergency nature. Scheduling of personnel within the classified service of GCC shall be made in a just and equitable manner.

Section 3. Probationary Period

Every new employee of the College appointed on a full-time regular status shall be required to serve a probationary period as specified in the GCC Personnel Rules and Regulations.

Section 4. Assignment

- A. Assignments of personnel within the classified service of the GCC shall be made in a just and equitable manner taking into consideration the employee's experience, training and qualifications and the efficiency of operations.**
- B. Upon request, employees shall be provided a copy of the approved Civil Service Commission job specification for their respective position assigned at GCC.**
- C. Employees shall be assigned work consistent with their approved Civil Service Commission job specification.**
- D. The College shall not modify the approved Civil Service Commission job specification of an employee without first consulting with the employee that will be affected.**
- E. Employees may perform work not consistent with the approved Civil Service Commission job specification when there is a worksite emergency. Such temporary assignments may be necessary to meet emergencies occasioned by abnormal workload, change in organization, unanticipated absences, pending description and formal classification of a new position, or to meet short-term training needs.**

Each division shall establish a fair and equitable system of rotating employees to meet the College's emergency needs. Employees of that particular division shall be part of the decision-making process for this purpose.
- F. A school aide or other employee with related instructional duties shall not normally be assigned in place of a substitute teacher. However, when the school aide or other employee is assigned to a class in the absence of a secondary teacher and this assignment is for half (1/2) day of that teacher's class schedule, that school aide or other employee shall be assigned the secondary teacher's class schedule.**
- G. An employee who is assigned to do the work of an absent supervisory employee in a higher pay range for one month or more will be designated as acting-in that position and be paid in accordance with the GCC Rules and Regulations.**

Section 5. General Provisions

- A. In the event a worksite receives a bomb threat, each employee shall make a mental note of any package, object or other thing which appears to be out of the ordinary and will report the same to the administrator upon clearing the building.**
- B. All employees of the College shall address each other in accordance with common rules of courtesy. A supervisor shall not belittle an employee.**
- C. Employees shall not be pressured to contribute to any fundraising campaigns.**
- D. When an employee must drive on college business as part of his/her duties and a college-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.**
- E. When an employee's off-island travel is sponsored by the College, the employee shall be entitled to compensation, or reimbursement, for his/her travel costs, in accordance with government policies and at the government rates in effect at the time. The College will, whenever possible, provide advance per diem to the employee.**
- F. School aides shall be assigned to Special Education classrooms in keeping with Public Law 13-207. There will be an adequate number of interpreters for students in the hearing-impaired program.**
- G. Cash bank deposits will be made by appropriate bonded employees.**
- H. When an employee is regularly assigned work which is at a level beyond his/her job classification, the employee may request a desk or work-bench audit to determine if the employee is properly assigned.**
- I. All members of the bargaining unit will be provided with a copy of the GCC Personnel Rules and Regulations upon their approval by the Civil Service Commission. Any forms developed relative to staff development and performance evaluations shall be distributed to bargaining unit members.**

- J. GCC recognizes the importance and benefit of disseminating information to employees. Because employee performance may be directly affected by the manner which information is disseminated, supervisors shall be responsible for insuring that all information (written or verbal) directed to employees are promptly and appropriately received by employees. A mailbox shall be provided for the GCC Support Staff Union, and shall be placed at a mutually convenient location.

ARTICLE VIII COMMITTEES

Section 1. Staff Development

There is established a Staff Development Committee. The Committee shall review and recommend to the President for approval of employees staff development program applications. The membership of the Committee shall consist of at least three (3) members of the bargaining unit, selected by the Union, and at least three (3) members selected by the President.

Staff development is understood to encompass both "career development" and "upward mobility." These terms are understood to mean:

Career development: Employee mobility within a given career field, e.g., a clerical employee's position evolving into a different, higher level clerical position.

Upward mobility: Employee mobility through a merit promotion from one career field to another, e.g., a clerical employee retrained to qualify for a non-clerical position.

The Committee shall develop a process for anticipating staff development needs at the College.

Section 2. College Governance

A Committee shall be established to design and provide the framework for staff involvement in College Governance. A plan will be submitted to the President which will outline the efforts in staff orientation of Governance and an outline of proposed activities for participation. The Committee shall comprise of six (6) members, three (3) appointed by the President, and three (3) appointed by the Union.

Section 3. Performance Evaluation

Please refer to Article VI.

ARTICLE IX TRAINING AND STAFF DEVELOPMENT

Section 1. Training

- A. The Parties agree that training of employees in the Unit to improve their proficiency and to build qualifications for more responsible job assignments is important.
- B. Employees shall be encouraged to discuss their training interests with their immediate supervisors.
- C. The Employer shall publicize training opportunities to all employees.
- D. Employees who desire training having a financial impact on the College are encouraged to request such training. The assignment of employees to College-sponsored training shall be an administrative responsibility. Employees whose request for College-sponsored training, if denied, will be advised in writing of the reason(s) for denial by their supervisor.
- E. Management shall attempt to inform each employee of promotional opportunities. This will be done by posting the announcements on bulletin boards and by passing copies to employees at each office or worksite for initialling indicating the employee has seen the announcements.
- F. The College shall ensure that all employees are provided with proper training for safety precautions within the work area.
- G. The College 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 College. The College shall ensure employees receive appropriate training whenever new equipment are placed at the worksite.

Section 2. Staff Development

Please refer to Article VIII; Section 1.

ARTICLE X LEAVES

Leave policies, as stated in the GCC Personnel Rules and Regulations and/or the 4 GCA, Article I, Personnel Policy, shall apply to all members of the bargaining unit, including all other types of leaves stipulated in this Agreement.

Except in emergency cases, the employee shall be required to give at least two (2) duty days advance notice.

Section 1. Maternity/Paternity Leave

- A. Maternity leave shall be granted to a female employee occupying a permanent position who is absent from work as a result of childbirth. Such maternity leave shall not exceed twenty (20) days encompassing the date of childbirth. Any additional leave taken for such childbirth purpose may be charged against accumulated sick leave or may be unpaid leave, at the option of the employee. Total leave, whether maternity, sick or unpaid leave, shall not exceed six (6) months without approval of the employee's supervisor.
- B. Paternity leave shall be granted to a male employee occupying a permanent position upon the birth to his wife of a child or children. Such paternity leave shall not exceed five (5) days of paid leave and must encompass the date of childbirth. Any additional leave taken for such purpose may be charged against accumulated sick leave, or may be unpaid leave at the option of the employee. Total leave, whether paternity, sick or unpaid leave shall not exceed two (2) months without approval of the employee's supervisor.

Section 2. Personal Leave

Personal leave not to exceed two (2) days per leave year is authorized.

Section 3. Bereavement Leave

Bereavement leave for death of a member of the immediate family (spouse, mother, father, grandparents, guardian, children, sister, brother, mother-in-law and father-in-law; step and adoptive parents/children/grandchildren would also be considered "immediate family".) is not to exceed two (2) days per occurrence; an additional day shall be granted when death occurs off-island. An employee may request for three (3) additional days, chargeable to annual leave, sick leave, or a combination thereof. An employee may also request for personal leave all of which shall not be unreasonably denied. The employee shall be allowed bereavement leave in any manner which best satisfies his/her needs, provided said leave is taken within any ten (10) days encompassing the date of the funeral if on-island, and within fifteen (15) days if the funeral is off-island. This section does not preclude the employee from requesting advanced sick leave in the event that no other leave is available.

ARTICLE XI SAFETY

Section 1. Safety

The President of the Guam Community College shall take appropriate measures to eliminate or reduce hazardous working conditions. When it is not possible to eliminate or reduce hazardous working conditions, the Guam Community College shall request inspection assistance from the Division of Occupational Safety and Health of the Guam Department of Labor.

The President shall further take appropriate measures that will ensure every employee of the Guam Community College a safe workplace and healthful working condition free from recognized hazards that are causing or are likely to cause death or serious physical harm; preserve its human resources; and ensure every employee of the Guam Community College complies with all Guam Occupational Safety and Health (GOSH) standards, rules and regulations, including all application GOSH standards promulgated by the national consensus standards.

The Guam Community College shall adhere to the Civil Service Commission's Hazardous Environmental Pay Policy and Procedures dated July 1994 and any subsequent promulgated changes hereafter.

Section 2. Safety Conditions

- A. The College shall not require employees to work in any office or area unduly affected by leaks, flooding, noise, odor, insanitary or unhealthy conditions.
- B. Defective fans and/or air conditioners used in office(s)/work area shall be repaired or replaced immediately. If the repair is not completed within one (1) week, the office(s)/work area shall be provided with adequate ventilation. Fans shall be provided when needed.
- C. The College shall ensure that adequate, safe drinking water is available and accessible to all employees.
- D. Adequate emergency lighting shall be provided throughout the campus.

Section 3. Facilities

- A. There shall be adequate restroom for all employees, which are not used by students. Employee restroom shall have a properly functioning sink and shall be stocked with tissues, soap, and towels. Employee restroom shall be kept clean. When feasible, rest rooms shall be provided with mirrors. There shall be partitions around each toilet.
- B. Adequate size shelter/guardhouse shall be provided at each point of entry into the GCC campus that requires a manned post.
- C. Each Administrator will be assigned the responsibility for certain office space on the GCC campus. The assignment of office space is the responsibility of the respective administrator and shall ensure that adequate work space are provided to support staff.

Section 4. Supplies & Equipment

- A. Custodians shall be supplied with adequate cleaning equipment and supplies. Proper tools shall be provided for maintenance work.
- B. Clerical employees shall be provided with adequate desk supplies and properly functioning equipment. Each shall have a desk, chair, and other furniture/equipment as necessary to complete assigned duties. Adequate lighting and ventilation will be maintained.
- C. Protective coveralls, gloves, and related safety equipment shall be issued to employee(s) when required for the safety of the employee(s).
- D. Maintenance workers shall be provided with adequate tools needed for the performance of their assigned duties.

ARTICLE XII PERSONNEL FILES

Supervisors are responsible for maintaining good records on all subordinate employees which shall include their job performance; personnel information such as job description, achievements, training accomplished, promotions, etc.; and disciplinary action taken. Supervisors shall adhere to the procedures stipulated in the GCC Personnel Rules and Regulations for maintaining employee personnel files.

Management shall ensure that all employees' files are kept tightly secured and locked so as to assure the privacy of each and every employee.

ARTICLE XIII SOLE AGREEMENT

The provisions of this Agreement constitute the full, complete and sole agreement between the Union and the Board for support staff of Guam Community College.

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.

The provisions of this Agreement shall control where any direct conflict exists between this Agreement and Board or Union policy. Any other Board policy not covered by provisions of this Agreement shall continue in full force and effect. However, no future policies of the Board shall be implemented to the detriment of members of the bargaining unit during the life of this Agreement.

During the life of this Agreement, if any laws, rules and regulations, policies, or directives are enacted and are related to any provision(s) of this Agreement that are beneficial to the employee, such laws, rules and regulations, policies, or directives shall prevail.

This Agreement shall supplement any policies, rules, regulations or procedures consistent therewith.

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

ARTICLE XIV SEPARABILITY AND SAVINGS

If any provision of the 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.

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 XV
MAINTENANCE OF OPERATIONS**

It is recognized that the need for continued and uninterrupted operations of the College is of paramount importance and that there should be no interference with such operations.

Both parties recognize the duty and obligation to comply with the provisions of this Agreement.

The Union agrees that neither the Union, or any person acting in behalf of the Union, shall cause, authorize, engage in, sanction nor shall any of its members take part in, at the request of the Union, a strike against the College, or the concerted 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; and to take such action as it deems necessary to discipline and/or discharge any employee for violation of this Article.

The Board agrees that with regard to a declared emergency and decision made therein, the Board shall consult with the Union with regard to the effects upon this Agreement.

**ARTICLE XVI
DURATION**

This Agreement shall become effective upon approval of the Governor of Guam and shall continue in full force and effect up to and including May 1, 1998.

This agreement shall continue in effect year by year unless one of the parties notifies the other in writing no later than February 12, of its request to remodify or amend the Agreement. If either party gives such notice to the other, the parties shall meet the following March 12, to set up the rules for negotiations.

Signed and entered into this Fifth date of April, 1995.

FOR THE BOARD:




ANTHONY P. BENAVENTE
CHIEF NEGOTIATOR

FOR THE UNION:



JUNE B. PANGELINAN
CHIEF NEGOTIATOR

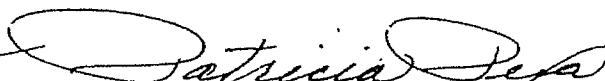
RATIFIED FOR THE BOARD:



RICHARD G. TENNESSEN, Ed.D.
Chairman of the Board

Date: April 19, 1995

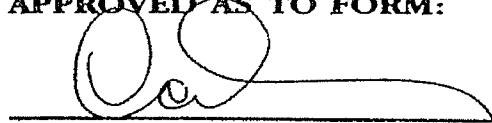
RATIFIED FOR THE UNION:



PATRICIA PEXA, President
Guam Federation of Teachers

Date: April 19, 1995

APPROVED AS TO FORM:



CALVIN E. HOLLOWAY, Sr.
Attorney General

Date: 4-28-95

APPROVED:



CARL T.C. GUTIERREZ
Acting Governor

Date: 5/3/95

ACKNOWLEDGEMENTS

The Parties wish to acknowledge the following people for their participation in and their contributions to the negotiation of this Agreement:

For Management:

Antonita O. Blas
George F. Pereda
George A. Santos

For the Union:

Marian G. Charfauros
Elizabeth J. Duenas
Vesi Puletu



TERRITORY OF GUAM
OFFICE OF THE GOVERNOR
AGANA, GUAM
U.S.A.

5 JUN 1979

Mr. Conrad Stinson
President, Guam Federation of
Teachers
AFT Local 1581, AFL-CIO
Post Office Box 2301
Agana, Guam 96910

Dear Mr. Stinson:

This is in response to your letter dated March 28, 1979 and amendment thereto dated June 5, 1979, petitioning for exclusive recognition of a unit of non-professional employees at the Guam Community College.

Pursuant to Article VII of the Rules and Regulations implementing the Public Employee-Management Relations Act (Public Law 9-240), the Director of Administration has determined that the majority of the employees in the proposed unit are members of the Guam Federation of Teachers (GFT) and recommends that GFT be granted exclusive recognition.

Accordingly, by the authority vested in me, I hereby grant the Guam Federation of Teachers (GFT), AFT Local 1581, AFL-CIO, exclusive recognition rights under Public Law 9-240 to represent:

" . . . all employees in the classified service of the Guam Community College excluding all supervisors, managers, professionals, personnel employees in other than clerical capacity, and guards."

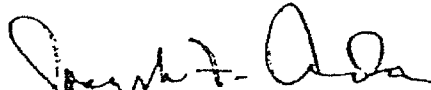
Notwithstanding the rights granted herein, management officials at the Guam Community College retain the right and responsibility, in accordance with applicable law and regulations, to:

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

APPENDIX A

The granting of exclusive recognition rights carry with it a very heavy responsibility in regard to representation of employees. The formal relationship established here between GFT and the Guam Community College must carry the intent of the law for GFT to provide employees proper representation, and for management officials to provide employees the opportunity for effective participation in the formulation and implementation of policies and procedures affecting conditions of employment.

Sincerely yours,



JOSEPH F. ADA
Acting Governor of Guam

Rules of Procedure and Evidence

In Appeal Hearings:

1. The Board shall set the place, date and time of the hearing.
2. The hearing shall be conducted so as to bring out all pertinent facts, including the production of records.
3. The appellant shall present his/her case before the Board.
4. After the conclusion of the appellant's case, respondent shall present its case.
5. Appellant shall have a right to present rebuttal evidence, and in the event the appellant does so, the respondent may present surrebuttal evidence.
6. Both parties shall have the right to make closing statements if said parties choose to do so.
7. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded. The rules of evidence shall not be strictly applied. The Board shall give effect to the rules of privilege recognized by law. Objections to evidentiary offers may be made and shall be noted in the record. Subject to these requirements, when a hearing will be expedited and the interests of the parties will not be prejudiced substantially, any part of the evidence may be received in written form.
8. Decisions on the admissibility of the evidence shall be made by the Chairman, except that when a member objects to a decision of the Chairman, the members shall decide the question.
9. Documentary evidence may be received in the form of copies or excerpts, if the original is not readily available. Upon request, parties shall be given an opportunity to compare the copy with the original.
10. A party may conduct cross-examination required for a full and true disclosure of the facts.
11. Notice may be taken of generally recognized technical or scientific facts within the College's specialized knowledge.
12. Testimony shall be under oath.
13. Witness shall be excluded from the hearing room until called to testify.

Approved October 15, 1986
Resolution 1-87

APPENDIX B

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