

AGREEMENT

Between the

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

And the

**Board of Trustees of the
Guam Memorial Hospital Authority**

For

GMHA Nurses' Unit

Contacts:

GFT
P.O. Box 2301
Hagatna, GU 96932
Phone: (671) 735-4390
Fax: (671) 734-8085

GMHA
Attn.: Hospital Administrator
850 Gov. Carlos G. Camacho St
Oka-Tamuning, GU 96913
Phone: (671) 647-2330
Fax: (671) 649-5508

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the GUAM FEDERATION OF TEACHERS, AFT Local 1581 (hereinafter referred to as the "Union") and the GUAM MEMORIAL HOSPITAL AUTHORITY BOARD OF TRUSTEES (herein after referred to as the "Board"), the Employer of the COLLECTIVE BARGAINING UNIT.

SECTION 1. RECOGNITION

The Employer recognizes the Union as the exclusive representative for all employees covered by this Agreement for the purpose of collective bargaining with respect to hours of work and other conditions of employment.

SECTION 2. COVERAGE

This Agreement shall cover all Registered Nurses (RNs), Licensed Practical Nurses (LPNs), and Certified Nurse Assistants (CNAs) who can legally practice on Guam and who are working as RNs/LPNs/CNAs, hereinafter referred to as employees (both full-time and part-time) unless specifically referred to by position title, and employed by the Employer at Guam Memorial Hospital facilities. Excluded from coverage by this Agreement shall be employees holding executive, administrative or supervisory positions.

SECTION 3. EMPLOYMENT STATUS DEFINED

- 3.1 Employment Status Defined. The term "employee" or "employees" as used in this Agreement shall include employees of the Employer as provided by Section 2 and consistent with the definitions below.
- 3.2 Regular Full-Time Employees. A regular full-time employee is one who is employed and the employment personnel action defines the employee as "full-time."
- 3.3 Regular Part-Time Employees. A regular part-time is one who is employed and the employment personnel action defines the employee as "part-time."
- 3.4 Temporary Employees. A temporary employee is one who is employed for a limited time, not to exceed a period of ninety (90) calendar days within a calendar year.
- 3.5 Limited Term Employee. An employee who fills a permanent position vacancy for a period usually not exceeding one year. Such appointment shall not be made when there are sufficient eligibles on the list for that position. Such employee must meet the qualification requirements for the position appointed to.
- 3.6 Per Diem Employees: An employee who provides supplemental coverage of open shifts in the clinical care work environment which would augment the pool of professionals

available for work at GMH as well as provide opportunity for health care professionals to remain active and current in their clinical skills. Per Diem Health Care professionals participating in the pool may work the maximum hours allowed by law.

The parties agree that this Agreement does not confer additional right to unclassified employees or limited term appointments.

SECTION 4. MEMBERSHIP

4.1 All employees covered by this Agreement may become and remain dues paying members of the unit by voluntarily allotting through payroll deduction such amounts deemed necessary for being a "dues paying member". Union benefits shall accrue to such dues-paying members.

4.2 Employee Notices

The employer will make its best effort to provide the union before the 10th of each month a staffing pattern of the classification covered under this agreement.

SECTION 5. MONTHLY DUES DEDUCTION:

5.1 Deduction of Dues

(A) 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.

(B) An employee, who, during the term of this Agreement, executes an authorization form for deduction of union dues out of the employee's salaries, shall continue to pay regular Bi-weekly dues to the union in conformance with Exhibit 1.

SECTION 6. NON-DISCRIMINATION.

There shall be no discrimination by the Employer or the Union against any employee on account of membership or non-membership in the Union, or activity on behalf of the Union provided that such activity does not disrupt the employee's regular duties and responsibilities. The Employer and the Union agree that there shall be no discrimination against any employee on account of age, sex, race, creed, color, national origin, physical handicaps (in accordance with Section 504 of the Rehabilitation Act of 1973 and The Americans With Disabilities Act of 1992), Vietnam

Collective Bargaining Agreement Between the GMHA and the Nurses' Unit of the GFT
Guam Federation of Teachers, AFT Local 1581 and the GMHA Board of Trustees

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Veteran status as defined in the Vietnam Era Veterans Readjustment Act of 1974 or political beliefs. The Employer agrees not to practice favoritism or partiality to employees in the administration or application of the terms of this Agreement.

SECTION 7. ACCESS TO EMPLOYERS PROPERTY:

- 7.1 The Employer shall allow duly authorized representatives of the duly recognized unit to visit the Employers' facilities, except patient-care areas unless accompanied by a representative of the Employer, at reasonable times to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances, provided that no interference with the work of any employee shall result there from and that the unit representatives shall advise the GMHA Administrator or designee of such visits and the nature of the visit at least eight (8) hours prior to entering the Employer's premises. If the duly recognized representative needs to interview any covered employee privately and such activity will not interfere with the Employer's operations, the Employer shall make available a suitable location for such interview to be conducted.
- 7.2 The unit may request the use of Employer meeting rooms for the purpose of conducting meetings dealing with Union matters. The Employer may grant such requests provided they are exercised reasonably and subject to the availability of meeting rooms.
- 7.3 The Employer will allow a duly authorized unit representative an opportunity to meet on the Employer's premises with newly hired employees covered by this agreement at the end of the first day of New Hire Orientation for thirty (30) minutes to present union information. Employee attendance is voluntary. Orientation shall be inclusive of the employee's eight (8) hour work shift. The Employer shall notify the Union of new hire orientation sessions.

SECTION 8. BULLETIN BOARDS.

- 8.1 The Employer shall permit the posting of official Union/Unit notices provided such items are signed and posted by a duly authorized official of the union.
- 8.2 Management shall designate a minimum space allocation of 24 x 24 inches in each ward for union purposes. The Union may install bulletin boards in these designated locations.

SECTION 9. MANAGEMENT OF FACILITIES.

The union recognizes that the Employer has the duty and the right to manage its facilities. This includes the right to hire, transfer, promote, demote, layoff, establish reasonable rules of conduct for employees and to discipline and discharge employees. The union also recognizes that there are rights and responsibilities belonging solely to the Employer such as, but not limited to, the authority to determine the nature of the services to be provided and the manner in which such services shall be implemented by the employees covered by this Agreement

SECTION 10. HOURS OF WORK

10.1 Definition. This Section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. This Section shall not be considered as any basis for the calculation of overtime.

10.2 Regular Hours of Work

- (A) The workweek shall begin at 12:01 a.m. (0001) on Sunday and end at 12:00 midnight (2400) the following Saturday. The workday shall begin at 12:01 a.m. (0001) and end at 12:00 midnight (2400). Any work shift that commences at 12:00 midnight (2400) or earlier shall be deemed to fall within that workday.
- (B) The regular workday shall not exceed eight (8) hours.
- (C) Should management wish to implement flexible schedules, such schedules shall be mutually agreed upon in writing by management and affected employees.
- (D) The regular workweek for RNs and LPNs shall consist of any combination of straight time, overtime and holiday time to a total of forty (40) hours. All nursing professionals essential to the delivery of patient care services are hereby exempt from those provisions of the Government of Guam compensation laws covering accumulated straight time hours required prior to compensation at overtime.
- (E) The regular workweek for CNAs will be in accordance with Fair Labor Standards Act (FLSA) and Guam laws.

10.3 Work Shift

- (A) The day shift will begin at or after 7:00 a.m. but before 3:30 p.m. The evening shift will begin at or after 3:00 p.m. but before 11:30 p.m. The night shift will begin at or after 11:00 p.m. but before 7:30 a.m.

10.4 Posting of Work Schedules

- (A) Posting. Work schedules on a unit basis will be posted one (1) week in advance; such schedules shall not preclude emergency changes in hours of work.

Supervisors shall make requests for shift preferences by members of each unit with preference given in order of Seniority. If all shifts are not covered by preferences, supervisors shall ask for volunteers to cover unscheduled shifts. In the event shifts are still not covered, supervisors shall schedule personnel on a rotating basis in reverse order of Seniority. If overtime is assigned, it shall be done so as evenly as

possible among all affected employees. Overtime scheduling shall be assigned in order of Seniority; however, more senior members may defer assignment to less senior members within the unit. Employees shall submit requested days off and leave requests two (2) weeks in advance.

- (B) Part time/Per Diem personnel shall only be scheduled to augment and fill uncovered shifts and other patient care needs.
- (C) Part time/Per Diem employees shall be utilized to cover staffing shortages in other patient care units (pullout). In the event no qualified part-time/per diem are available, management may utilize the full-time staff based on seniority.
- (D) Voluntary Sign Up Lists. Voluntary sign up lists for additional hours may be posted with each new work schedule posting.

10.5 Weekend Schedules

- (A) Definition of Weekend. All work performed between the hours of 12:00 midnight on any Friday and 12:00 midnight of the following Sunday night.

SECTION 11. MEAL PERIODS AND REST PERIODS.

11.1 Meal Period

- (A) An uninterrupted meal period without pay of at least one-half (1/2) hour but not to exceed one (1) hour in duration shall be afforded at a time to be designated by the Employer between the fourth and sixth hour after the start of the shift; however, where the meal period is spent predominantly for the employer's benefit and cannot be utilized in the employee's own interest, such time constitutes work time. An employee shall not be required to work more than six (6) hours after the start of the shift without being given an opportunity to eat. Smoke breaks are inclusive of the meal period.

11.2 Rest Periods

- (A) A period of fifteen (15) minutes during the first four (4) hours of work and a period of fifteen (15) minutes during the second four (4) hours of work shall be set aside as a rest period with pay *for* all employees subject to the requirements of complete patient care. Smoke breaks are considered inclusive of the fifteen (15) minute rest periods.

SECTION 12. COMPENSATION

12.1 Salaries.

The minimum rates of pay are set forth by the Civil Service Commission or as authorized by statutes.

12.2 Night Differential and Shift Differentials

Employees covered by this agreement shall be entitled to night differential pay, calculated at the rate of their regular wage plus ten percent (10%), for all periods worked between 6 p.m. and 6 a.m. provided that at least four consecutive hours have been worked.

12.3 Standby/ On Call Duty

- (A) All full- time Licensed Nurses covered by this agreement who are authorized or requested by their Head Nurse/Supervisor to be on standby or on-call duty status shall be compensated in accordance with the Fair Labor Standards Act. Compensation shall commence at the time the call was made with a minimum of two hours. Such payment shall be made on the pay period following the standby or on-call duty authorization.
- (B) In affected Units, all fulltime, classified licensed nurses shall be required to participate in "On-Call/Standby" scheduling. Schedules shall be made on an equitable, rotating basis. Employees may opt to swap scheduled "On-Call/ Standby" duty provided that the swapped schedules are adequate and appropriate. Swapped Schedules must be documented by the parties involved, in writing, and are subject to the approval of the Unit Supervisor on duty.

12.4 Call Back

- (A) When a regular full-time or part-time employee (not on standby or on-call status) is called to come into work on a scheduled day off or after completing a regular shift and having left the premises, that employee shall receive a minimum of two (2) hours' work and be paid for the two (2) hours or more of work done.
- (B) After a nurse has worked a complete shift in any given twenty-four (24) hour period, the next four (4) hours worked shall be at a rate of one and one-half (1 1/2) times the nurse's regular straight time hourly rate. Any work in excess of the additional four (4) hours in the same twenty-four (24) hour period shall be compensated at two (2) times or double time the nurses regular straight time hourly rate.(4GCA § 6229.7)

- (C) If an employee is called in prior to their regularly scheduled shift, then their shift shall be deemed to have begun at the time they actually begin work. Those hours worked in excess of the number of regular shift hours shall be paid at a rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay for the first four (4) additional hours after the regular number of shift hours, and at double time (2 times) for those hours in excess of the first four (4) additional hours, all within a twenty-four (24) hour period.

12.5 Hazardous Pay Differential

The parties agree to collaborate with the DOA/GOSHA to develop and implement a Hazardous Pay Policy for the employee classifications covered by this agreement within 120 work days from the effective date of this agreement. This Hazardous Pay Differential will be in accordance of all local mandates.

12.6 Overtime

- (A) RN and LPN overtime shall be paid to personnel in accordance with the provisions pursuant to 4 GCA § 6229.7.
- (B) Employees are encouraged to work overtime where necessary to ensure quality patient care. Such overtime shall be at the discretion and upon the approval of the Employer or designee. All overtime worked by an employee must be authorized in advance if possible.
 - (1) If the employer cannot assure the employee of paying overtime in accordance with 4 GCA, Sections 6221 and 6221.1, the overtime work assignment shall be at the discretion of the employee, subject to quality patient care.
- (C) An employee who rotates at the Employer's request from a night shift to a day shift shall have at least twenty-four hours rest between the shifts. Employees shall not be required to rotate shifts without at least a 24 hour rest period unless with the employee's written consent.

12.7 Detail Appointment

Detail appointments and/or assignments are pursuant to Section 4117 of 4 GCA and applicable Personnel Rules and Regulations.

12.8 In-Service Training or Work Related Meeting

- (A) If the Employer directs the employee to participate in an in-service training program or any other meeting which is related to their employment, the employee shall receive the applicable rate of pay for the time spent in attendance at the in-service

program or required work related meeting. However, if the Employer does not direct the employee to attend, but the employee attends at the employees own volition and the Employer allows the employee to attend such in-service programs or work related meetings, the Employer shall not be required to pay for the time spent in attendance.

12.9 Deductions and Itemized Paycheck Stub

- (A) Payday will be those days designated by management. An itemized stub shall be given with the paycheck showing the following items of information. This section does not prohibit management from modifying this section:
- (1) Pay period ending date;
 - (2) The gross regular pay;
 - (3) Identification of annual leave, sick leave, overtime and other premium pay;
 - (4) Itemization of all deductions.
 - (5) Net compensation;
 - (6) Annual and sick leave balances;
 - (7) Year-to-date gross pay;
 - (8) Year-to-date gross taxes.
 - (9) Other agreed upon itemizations
- (B) The Employer shall provide for direct deposit of employee paychecks to any institution of the employee's choice provided that institution is approved by the GMHA to participate in such program.
- (C) Payroll-Errors. If an error is made by the Employer, the employee shall notify the payroll department and the department shall issue a special payment check pursuant to GMHA policy.

SECTION 13. SENIORITY DEFINED

13.1 Seniority for the purpose of scheduling annual leave leaves of absence, work scheduling, etc. shall be defined as:

- (A) Years in Service with GMHA
- (B) Years in Service with Government of Guam

(C) Hiring date

Probationary Period. A probationary period shall be established for all employees. The probationary period shall be six (6) months which period may be extended up to an additional six (6) months but not to exceed one (1) year. During the probationary period the principle of seniority shall not apply and such employees may be terminated without recourse to the grievance procedure. An employee who takes emergency leave during the probationary period in excess of thirty (30) consecutive days shall have their probationary period automatically extended for a period equivalent to the number of days beyond thirty (30) days.

SECTION 14. HOLIDAYS

14.1 Recognized Holidays. The parties agree that they will comply with the recognized list of paid holidays established by the Government of Guam or proclaimed by the Governor. The following holidays are recognized as paid holidays within the meaning of this Section and these holidays may be amended from time to time in accordance with 1 GCA §1000.

14.2 Full time employees covered by this agreement who are required to work on listed holidays shall be paid pursuant to 4GCA Section 6229.7..

14.3 Holiday Scheduling

(A) In scheduling holiday work, the Employer will, after due regard for operating requirements, consider the employee's preference. Employees will be asked to express their preference by November 1. If, during this period, there is a conflict in employee's preference, the employee seniority shall be used to determine the matter (see Section 10.4 a).

(B) The Employer may schedule so that the maximum number of regular full-time and regular part-time employees, consistent with nursing care requirements, are off on at least two (2) of the four (4) following days:

Christmas Eve Day (December 24)

Christmas Day (December 25)

New Year's Eve Day (December 31)

New Year's Day (January 1)

(C) Those employees having other religious beliefs may elect to substitute for Christmas Day a holiday that coincides with their religious beliefs.

14.4 Shifts on Holidays. When a shift starts on a day preceding a holiday and extends into the holiday or when a shift starts on a holiday and extends into the following day, those hours worked that are part of the day that encompass the holiday shall be compensated "Holiday Pay".

14.5 .

SECTION 15. ANNUAL LEAVE

15.1 Annual Leave Accrual

- (A) Annual leave will be granted to employees covered by this agreement who are occupying permanent positions in accordance 4GCA.
- (B) Registered Nurses who have accrued in excess of 580 hours of annual leave shall be granted a lump sum payment at their regular hourly wage for each hour of excess annual leave exceeding five hundred eighty hours (580) hours, provided that the set lump sum payment shall be made only if such a nurse cannot be granted such excess leave within 60 days of its accrual.. Excess leave requests must be submitted, in writing, by June 30th of any given year.

15.2 Payment of Annual Leave. Earned annual leave will be paid to regular employees when taking approved leave time.

15.3 Excess Annual Leave. Whenever possible, consistent with patient needs, the preferences expressed by a regular employee to take excess annual leave will be given consideration in order of Seniority.

- (A) By April 1st of each fiscal year, an employee who has excess annual leave shall submit their planned excess annual leave requests to their supervisor. The employer will make best efforts to grant their request.
- (B) The employer reserves the right to assign excess annual leave periods to any employee who has made no request to use excess annual leave.
- (C) Two or more employees in the same position title may exchange excess annual leave periods provided the final approval of the employee's supervisor is secured in writing and provided that no overtime or other premium pay results.
- (D) The minimum excess annual leave which may be taken at any one time shall be one (1) hour.

15.4 Holiday While on Excess Annual Leave, When a holiday, for which an employee is eligible for holiday pay, occurs while the employee is on excess annual leave, that holiday will be paid for as a holiday rather than being charged against excess

annual leave.

- 15.5 Sick Leave during Excess Annual Leave. Employees ill or injured during an excess annual leave may elect to substitute accrued sick leave (if any) for such illness or injury for excess annual leave and reschedule the balance of their excess annual leave according to Section 15.3 "Excess Annual Leave." The employee must submit certification of illness to their immediate supervisor for each day sick leave is required upon return to duty.
- 15.6 Serious Family Illness. If, under the provisions of FMLA, a regular employee is given time off to care for a seriously ill member of the family, the employee may use earned annual leave or other authorized leave for the period of the leave pursuant to DOA Personnel Rules and Regulations in effect as of November 20, 2006.

SECTION 16. PAID SICK LEAVE

- 16.1 Sick leave with pay (when accrued) shall be allowed whenever the employee is incapacitated for the performance of duties by sickness, injury, complications due to pregnancy, medical confinement; or would jeopardize the health of others by his/her presence at his/her duty assignment because of exposure to a contagious disease; or gives birth; or is caring for another's illness/ injury. Sick leave shall also be allowed when the employee receives medical, dental or optical examination or treatment or any mental health examination, counseling or treatment. Sick leave shall also be allowed during leaves of absence or vacations, provided, however, that any sick leave taken by an employee while on vacation must be supported by a physician's certificate of illness.
- 16.2 Accumulation of Sick Leave**
- Employees occupying permanent positions shall accrue sick leave at the rate of 4 hours for each biweekly pay period in which they are in pay status for the entire ten (10) days. Unused sick leave may be accumulated and carried over to succeeding leave years without limitation.
- 16.3 Pay During Sick Leave.** Sick leave shall commence with the first day of illness or injury. Sick leave shall be paid at the employee's regular straight time rate for those hours the employee would have worked but not to exceed eight (8) hours a day or forty (40) hours per workweek.
- 16.4 Employee Notice, Notification of absence on account of sickness shall be given by an Employee to their immediate Supervisor, and/or Supervisor on duty, as soon as possible on the first day of absence, in accordance with the Hospital Nursing Administrative policy four (4) hours in advance, or, if impracticable, as soon thereafter as circumstances permit. If such notification has not been given in

accordance with this section, the Employee may be subject to disciplinary action.

16.5 Certification of Illness or Injury. Pursuant to DOA Personnel Rules and Regulations in effect as of November 20, 2006. An employee who is absent in excess of three days due to illness, injury, quarantine, or to provide healthcare to another may be required to furnish a certification by a licensed physician.

16.6 Light Duty. The employer shall accommodate employees with light duty upon the certification of their physician. Certification must indicate the extent of light duty work and the duration of light duty status pursuant to ADA guidelines and the DOA Personnel Rules and Regulations in effect as of November 20, 2006.

SECTION 17 LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence without pay shall be in accordance with the DOA Personnel Rules and Regulations in effect as of November 20, 2006.

SECTION 18 FAMILY MEDICAL LEAVE ACT

The parties to this agreement recognize that the Family Medical Leave Act is applicable to employees covered by this agreement.

SECTION 19 LEAVES OF ABSENCE WITH PAY

19.1 Bereavement Leave. In the event of death in the immediate family of a regular employee, when proper evidence has been submitted to the supervisor, such an employee shall be granted two (2) days off with pay from the employee's work schedule pursuant to DOA Rules and Regulations in effect as of November 20, 2006. Upon request, employees may be granted a reasonable number of additional days off (either without pay or utilizing annual leave days) to be used in conjunction with the bereavement leave request.

19.2 JUDICIAL DUTY

- (A) Any regular employee who serves on a jury shall receive compensation for such jury service which must be paid to the government of Guam, in accordance with Section 6505, Chapter 6, Title 4 GCA. An employee may elect to request for annual leave for the purpose of jury service, in which case the employee may keep the compensation earned for such jury duty.
- (B) Employees required to report for jury duty shall be placed on the day shift for the duration of the service (unless the employee is excused from service by the court).
- (C) **Witness Duty.** Any employee who is required to serve as a witness on behalf of the Employer in any judicial or arbitration proceeding shall have

such time considered time worked and compensated for under the provisions of this Agreement.

- (D) Time spent on jury or witness duty shall not count as hours worked for the purpose of computing overtime or premium pay.

19.3 LEAVE SHARING

The parties agree to adopt the "Leave Share Policy" pursuant to the DOA Personnel Rules and Regulations in effect as of November 20, 2006, for both annual and sick leave.

19.4 OFF ISLAND PATIENT ESCORT

Off-island patient escort(s) shall be in accordance with GMHA Policy # 6100-16 as amended and approved 10/04.

19.5 MILITARY LEAVE

The employer will grant military leave of absence to bargaining unit employees who must perform military service in accordance with the law.

19.6 OTHER PAID LEAVE

- (A) Other leave not referenced herein shall be in accordance with DOA Personnel Rules and Regulations in effect as of November 20, 2006.
- (B) Union Officer Leave. Unit Chairperson, Vice Chairperson, Secretary. Union Officers may be granted up to two (2) hours administrative leave per pay period to conduct union business (processing grievances, attend legislative hearings, etc.) any leave taken after the authorized two (2) hours shall be charged to the employee's annual leave but in no case shall the time be used for organizing efforts. Leave shall be requested at least twenty-four (24) hours in advance. Grievance meetings shall be scheduled taking into account operational requirements.

SECTION 20. EDUCATIONAL AND PROFESSIONAL IMPROVEMENTS

20.1 Eligibility:

Eligible employees after five (5) years of continuous employment: regular full-time, regular part-time and part time employees are entitled to five (5) days of paid professional development leave during each year of employment. The educational days shall be administered and granted on a calendar year basis.

20.2 PROCEDURE

- (A) Professional development leave must be requested in writing on the standard government leave form at least 30 days in advance. Each applicant shall be notified as to the approval or disapproval in writing.
- (B) The educational activity must either be in the requesting nurse's specialty or, at management's discretion, be of benefit to the employee in the employee's current position and the hospital.
- (C) The educational activity must be scheduled for at least four (4) hours in order to be approved for professional development leave.
- (D) The educational activity must be approved by the Department Head and the Hospital Administrator or designee.
- (E) Each day of professional development leave must be taken at one time (professional development leave cannot be taken in increments of hours). Paid Professional Development leave shall be subject to the approved course curriculum or actual hours of attendance.
- (F) Professional development leave will be considered the same as administrative leave.
- (G) Professional development leave will be granted for an approved educational activity as requested whenever possible, consistent with operating requirements.
- (H) Professional development leave is not accrued from year to year.
- (I) The employee is required to provide evidence in writing of attendance at educational activity as requested and approved.

SECTION 21. TUITION REIMBURSEMENT

Tuition reimbursement for coursework shall be in accordance with GMHA Policy #6140-3: Special Staff Development Programs as amended and approved 2/17/05.

SECTION 22. UNIFORM POLICY

Whenever the hospital requires its Nurses to wear designated uniforms, the hospital will provide such uniforms.

SECTION 23. FURLOUGHS AND LAYOFFS

The parties to this agreement will adopt the Civil Service Commissions Rules and Regulations regarding lay-offs, retention and recall consistent with Section 4207 of 4 GCA regarding Reduction in Force.

Section 24. ADVERSE ACTION PROCEDURES

The parties to this Agreement will adopt the Civil Service Commission's Adverse Action Procedures.

Section 25. PERSONNEL INFORMATION

- 25.1 An employee, upon request at reasonable intervals and by appointment, shall be permitted to examine at the Human Resources Office, his/her entire personnel file.
- 25.2 An employee shall be informed of any disciplinary notice placed in the employee's personnel file. The employee shall be given an opportunity to submit explanatory remarks for the record. In the event the employee refuses to sign/acknowledge the document, the Appointing Authority or designee shall notate the refusal to sign on the signature line of the employee being served the document.
- 25.3 Disciplinary notices shall be removed from the Employee's Personnel File after one (1) year with the exception of any Adverse Actions.

SECTION 26. COLLECTIVE BARGAINING UNIT REPRESENTATIVES

The unit may appoint or elect one (1) Unit Chairperson, One (1) Unit Vice Chairperson, and one (1) Unit Recorder. Additionally, other unit representatives, such as Union Stewards, may represent unit employees on grievances and other matters.

SECTION 27. GRIEVANCE PROCEDURE

The parties agree to adopt the Grievance Procedures as outlined in the DOA Rules and Regulations in effect as of November 20, 2006.

SECTION 28. NURSING PRACTICE

- 28.1 Management and Union recognizes the legal and ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse related to her or his individual practice.
- 28.2 Nursing Assessment. Only a registered nurse can assess, plan, and evaluate a patient's or

client's nursing care needs.

- 28.3 Delegation. No Registered Nurse will be required or directed to delegate nursing activities to other personnel in a manner inconsistent with Hospital policy, the Guam Nurse Practice Act, the Joint Commission on Accreditation of Healthcare Organizations, the American Nurses Association (ANA) Standards of Practice and (CMS) Centers for Medicare and Medicaid Services.
- 28.4 Supervision and Professional Responsibility. It is understood and agreed that supervisory personnel will not regularly be assigned to perform work assignments regularly and customarily performed by bargaining unit employees. Supervisors will, however, perform patient care to the extent necessary to maintain clinical expertise and competency necessary to fulfill their job responsibilities and to direct the provision of care on the unit.

SECTION 29. NURSING MANAGEMENT COMMITTEE

- 29.1 The Collective Bargaining Unit Chairperson shall participate and make recommendations in all aspects of the NMC meetings as an Ex-Officio Member, except on those occasions where specific employee disciplinary action is being considered. In such instance, the Ex-Officio Member shall be excused from the meeting site until the disciplinary action is concluded. The Ex-Officio Member can participate in subject matters, but not limited to: staffing needs, budget issues, patient care issues, etc.
- 29.2 The Ex-Officio Member shall be free from reprisal or retaliation.

SECTION 30. DOCUMENT CONTAINS ENTIRE AGREEMENT.

This document contains the entire Agreement of the parties and neither party has made any representations to the other which are not contained herein. Additionally, nothing in this agreement shall serve to limit or deny any employee covered by this agreement any benefit or compensation granted by law, rule, regulation or board policy.

SECTION 31. SAVINGS CLAUSE.

If any provision of this Agreement is found to be in conflict with the Public Employee-Management Relations Act (Chapter 10, 4 GCA), other laws of Guam or of the United States of America that provision shall be null and void and the remaining provisions of the Agreement shall remain in full force and effect.

SECTION 32. MODIFICATION OF AGREEMENT.

This Agreement shall not be amended, modified, changed, altered or waived except by written document executed by the parties hereto.

SECTION 33. DURATION OF AGREEMENT

- 33.1 This Agreement shall remain in full force and effect for a period of three (3) years from the date of its implementation. It shall be deemed renewed thereafter from year to year unless either party gives written notice to the other party of its desire to amend the same. Such written notice shall be given at least one hundred twenty (120) calendar days prior to the last day of its original term or the last day of any yearly extended term, as the case may be. Desired modifications, if any, shall be specified in writing.
- 33.2 Arbitration Clause. In the event the parties come to impasse on any item covered by this Section, shall be settled through arbitration. Arbitration shall be Tripartite. Each party shall select its arbitrator. The two selected arbitrators shall endeavor to select a neutral third arbitrator. The arbitrators will determine their "rules of arbitration" and thereby render their decision. The arbitrator's decision shall be binding on the parties, subject to Judicial Review if requested by either party. Each party shall be responsible for the fee of its own arbitrator. The fee/cost of the third arbitrator shall be shared equally by GFT and the GMHA.

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

Ratified for the BOARD:

Ratified for UNION:

Daniel L. Webb 3/6/07
DANIEL L. WEBB **DATE**

Chairperson, Board of Trustees
Guam Memorial Hospital Authority
Resolution No. 07-24 11/21/06

[Signature] 2/21/07
MATT RECTOR **DATE**
President
GFT

Peter John D. Camacho 02/21/07
PETERJOHN D. CAMACHO, MPH **DATE**

Hospital Administrator/CEO
Guam Memorial Hospital Authority

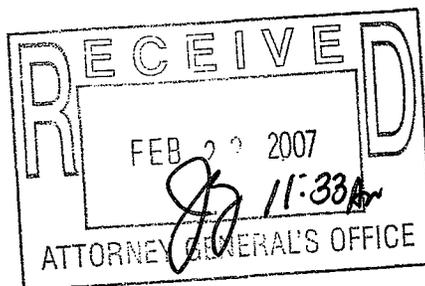
NEGOTIATING TEAMS

For the Board: Elizabeth M. Claros, Lillian Perez- Posados, Zennia Pecina, Rey Vega, Jacqueline Taitano (Board Recording Secretary), Geraldine Tainatongo, Brihida C. Aguigui, RN, Rosalia A. Ligon, R.N.

For the Union: Angelina Atendido, Margarit Atalig, Robert Koss, Sean McDermott

Approved as to form and legality:

[Signature] 3/26/07
ALICIA G. LIMTIACO **DATE**
Attorney General of Guam



Approved:

[Signature] 3 July 2007
MIKE W. CRUZ, MD **Effective Date:**
GOVERNOR OF GUAM ACTING



A Union of Professionals

Guam Federation of Teachers, AFT Local 1581, AFL - CIO
Fighting for GovGuam Workers and their Families Since 1965
P.O. Box 2301 Hagåtña, Guam 96932 Ph. 735-4390 Fax 734-8085

I hereby apply for membership in the Guam Federation of Teachers, recognizing it as the strongest spokesperson for all laborers concerns, and as an important force in securing better education for the children and a better life for the people of Guam.

I understand that my dues will include the many services and benefits of local, state, and national AFT bodies, as well as subscriptions of AFT's professional publications.

Commencing _____, 20____, I hereby authorize the Payroll Department to withhold from my salary a sum equal to the constitutional annual dues of the Guam Federation of Teachers. This authorization will remain in effect until further notice unless changed or terminated by me on two weeks written notice to the Guam Federation of Teachers. (Dues are not refundable). According to GFT's Constitution and By-laws Article V E, membership shall be for a minimum of one year from the date the application is accepted and approved. Any member who withdraws prior to the end of the one-year period will be obligated to pay full one year of dues.

Name of applicant (print): _____ SS# _____

Contract Hire? _____ Renewal Date: _____ Position title: _____

Worksite: _____ Work phone: _____

Home phone: _____ Email Address: _____

Mailing Address: _____

_____ Zip: _____

Signature: _____ Date of Birth: _____

Recruiter/Steward (print): _____ Date submitted to GFT: _____

Staff: _____

GFT Local 1581
P.O. Box 2301
Hagåtña, Guam 96932
Ph. 735-4390 Fax 734-8085

GFT IS YOUR PROFESSIONAL ORGANIZATION. MEMBERSHIP THE UNION GIVES YOU A VOICE IMPROVING OUR EDUCATION SYSTEM, OUR PROFESSIONS, OUR ISLAND.

PLUS ...

MEMBER RETAINS THIS PORTION

- Affordable, Quality, health insurance
- Collective bargaining agreements that will ensure dignity and respect at work
- Free GFT checking accounts w/ First Hawaiian Bank
- Discounted Home and Auto insurance with AM/Moylan's insurance
- Free Notary services
- Double Stamps at Shell Gas
- Cheap (approx. \$800) roundtrip charter flights to the states
- Free \$1,000,000 professional liability insurance
- Free \$25,000 death and dismemberment insurance
- Free Professional representation
- A Collective voice in the issues affect your and your family's lives **AND SO MUCH MORE.....**

G.F.T. UNION AUTHORIZATION CARD

We believe that only through collective bargaining can we have a voice in our work place, achieve fair treatment for all, establish job security and fair working conditions. Therefore, this will authorize the Guam Federation of Teachers, Local 1581, AFL-CIO, to represent me in collective bargaining with my employer.

PLEASE PRINT:

NAME _____

EMPLOYER NAME _____ DATE _____

ADDRESS _____

VILLAGE _____ STATE _____ ZIP _____ PHONE _____

SHIFT _____ DEPARTMENT _____

SIGNATURE _____

NOTE: This authorization to be signed and dated in employee's own handwriting. Your right to sign this card is protected by Federal Law

APPENDIX II- DEFINITIONS:

UNION: Guam Federation of Teachers (GFT)/ AFT Local 1581/ AFL-CIO

(NURSES) UNIT: The GMHA Nurses' Bargaining Unit which is represented by the GFT

