

A G R E E M E N T



By and Between

**UNIVERSITY OF GUAM
BOARD OF REGENTS**

And

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

APPROVED BY THE BOARD OF REGENTS

June 26, 1990

UNIVERSITY OF GUAM
BOARD OF REGENTS

RESOLUTION NO. 90-17

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

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

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

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

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

ADOPTED this 26th day of June, 1990.


J. U. TORRES, Chairman
Board of Regents

ATTESTED:


WILFRED P. LEON GUERRERO
Executive Secretary

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

PREAMBLE

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

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

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

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

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

- ARTICLE I -

RECOGNITION AND DEFINITIONS

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

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

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

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

B. Definitions

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

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

10. Lunch Period - A regularly scheduled duty-free break of no less than 30 minutes guaranteed to the employee for a mid duty day meal. This is not intended to limit the lunch period to 30 minutes. The duration of the lunch period shall be agreed upon by the employee and his/her supervisor.
11. President - President, University of Guam.
12. Steward - The representative of the union at a worksite.
13. Supervisor - An employee of the University having responsibility to direct other employees or to evaluate their performance, or to adjust their grievance if in connection with the foregoing exercise of authority independent judgment is required.
14. Union Representative - The President of the Union or a Union representative appointed to act in his/her stead, as certified in writing by the President of the Union to the President.
15. UOG - Acronym for University of Guam.
16. University - University of Guam.
17. Worksite - Any location where members of the bargaining unit function or are assigned.
18. Work Week - An employee's work week shall be five (5) consecutive days.

- ARTICLE II -

UNION RIGHTS

- A. Upon the written request, the Board shall provide the Union with information necessary for the Union to adequately represent its membership, provided the information is available and is not confidential.
- / B. The President and/or two (2) designees and the President of the Union and/or two (2) designees shall meet at least once a month to discuss matters of concern to either party. These meetings shall be held in accordance with Section 4416 of Public Law 9-240.
- C. The President of the Union or his designated representative and full-time Union employees shall visit the worksite to investigate employee complaints. Union officials shall meet with affected employees during non-duty time.
- D. Union shall have the right to distribute literature to employees in the bargaining unit and the right to use routine University mail service for the distribution of official Union mail.
- E. The Union shall have the right to use any bulletin board on which the University would normally post notices to employees.
- / F. The Union shall have the right to select stewards to represent the employees at the various worksites.
 - / 1. The worksite supervisor shall confer with stewards at least three (3) calendar days in advance, except in emergency situations, if there is to be a work schedule change for any employee.

2. The steward shall meet with the worksite supervisor (whenever necessary) to discuss items of concern. The steward shall submit to the worksite supervisor a written list of items of concern to be discussed. The supervisor shall provide a response, in writing, to the concerns discussed. The steward may be accompanied by a Union employee or officer.

3. A chief steward shall be designated by the Union. This person shall be granted, by mutual agreement, four (4) to eight (8) hours release time with pay during each month to examine complaints of bargaining unit members pertaining to this Agreement. A schedule of times shall be mutually agreed upon by the Chief Steward and his/her immediate supervisor.

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quoting box
G. The Union shall have the right to hold meetings with the employees during lunch and comfort breaks or before and after duty hours on University premises at reasonable hours.

H. The Board shall have reproduced, as soon as possible, but not to exceed thirty (30) calendar days from the date of ratification, the complete Agreement, including any appendix thereto, between the Board and the Union, in sufficient quantity to supply each employee with a copy, the cost for such reproduction to be shared equally. The Union shall have the right to order its own copies provided it bears the per unit cost of such additional copies.

I. An initial orientation meeting for the purpose of informing bargaining unit members of their rights and benefits stipulated in the Agreement, shall be held during duty hours within thirty (30) days of ratification of this Agreement by the Board.

Both parties (Union and UOG Administration representatives) shall be present at this meeting. UOG shall provide the room.

- ARTICLE III -

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the grievance procedure is to secure equitable solutions to grievances at the lowest possible administrative level and to provide recourse to orderly procedures for satisfactory adjustment of complaints.
2. It is the declared objective of both parties to encourage the prompt and informal resolution of employee complaints as they arise.

B. Time Limits

1. If a decision is not rendered by an administrator within the specified time limits, the grievant may proceed immediately to the next procedural level. Any written decision or written answer to an appeal made at any step which is not appealed to the succeeding step within the time limits provided shall be considered a final settlement of that grievance.
2. The time limit specified may be extended by mutual written agreement stipulating the new extension or re-extension date.

3. All limits herein shall consist of duty days of the bargaining unit member. For grievance resolution purposes, the duty day shall be considered to be from 0800 to 1700 hours.
4. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.
5. 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. Time limits shall commence to run on the day following delivery.

C Step One - Informal Procedure

1. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate supervisor. Employees, at their request, have the right to be accompanied by a representative of the Union.
2. The grievant shall first meet with the immediate supervisor to discuss the matter, with the objective of settling the matter informally. At the employee's request, a Union representative may accompany the employee at the informal meeting.
3. No employee shall ever be called in to a meeting regarding grievances, 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 the Union representative, if requested, is present.

4. If the employee and the supervisor agree that the grievance is not a matter that can be resolved by the supervisor, the supervisor shall notify the ^{MFH}~~Building~~ Superintendent. The ^{MFH}~~Building Superintendent~~ shall hold a conference with the grievant during the grievant's normal duty hours, at the grievant's worksite, within five (5) working days, except that conferences on personnel matters may be held elsewhere. If the conference is not held at the grievant's worksite when required, or if the ^{MFH}~~Building Superintendent~~ fails to hold the required conference, then the grievant may move directly to Step 2.

D. Step Two - Formal Procedure

Should the problem not be resolved informally, the grievant shall submit the grievance in writing, to the appropriate administrator who exercises discretion over the matter and to the Union representative, within ten (10) working days after the occurrence of the alleged violation, or after the grievant should have become aware of the alleged violation. The written grievance shall set forth the exact nature of the complaint, the specific term or provision of the Agreement or other Board policies alleged to be violated, and the specific remedy sought.

1. The written grievance may be discussed with the administrator or by the grievant, in the presence of a Union representative if the grievant so requests.
2. The administrator shall have five (5) working days after receipt of the written grievance in which to consider the matter and to render a written decision to the grievant.

A copy will be provided to the Union representative and to the Director, Operations and Support Services.

E. Step Three - Appeal to the Director, Operations and Support Services

1. If the grievant fails to receive a response within the time limits of Step 2, or if the grievance is not resolved at Step 2, the grievant may appeal ~~the decision at Step 2~~ to the Director, Operations and Support Services.
2. The appeal shall be in writing and shall set forth specifically the reasons for appeal, the specific remedy desired, and shall be accompanied by a copy of the Step 2 grievance as submitted, with the administrator's written response.
3. The Director, Operations and Support Services, shall hold a conference within five (5) working days, with the grievant, the Union representative, and the supervisor or other appropriate administrator, and will provide an opportunity for all parties to be heard.
4. The grievant and the Union representative shall be given at least two (2) working days notice of the conference.
5. The Director, Operations and Support Services shall communicate the decision, in writing, together with supporting reasons, to the grievant and to the Union representative within five (5) working days after the conference.

F. Step Four - Appeals Adjudication Committee

1. Within ten (10) working days after receiving the decision of the Director, Operations and Support Services, the grievant may submit the matter to an Appeals Adjudication Committee, via the Director, Operations and Support Services who shall convene the Committee.
2. The appeal shall be in writing and shall set forth specifically the reasons for the appeal, the specific remedy desired, and shall be accompanied by a copy of the Step 2 grievance as submitted, with the administrator's written response from each preceding Step.
3. The Appeals Adjudication Committee shall consist of one (1) member of the bargaining unit selected by the Union, one (1) member of the University community selected by the President, and a third member selected by mutual agreement of the first two members.
4. The Appeals Adjudication Committee shall meet within ten (10) working days of receipt of the appeal and conduct a hearing. A written report of the Committee findings and the decision shall be delivered to the grievant, the appropriate supervisor, the Director, Operations and Support Services, the President and the Union representative within ten (10) working days following the completion of the hearing.

G. Step Five - Appeal to the President

1. Within ten (10) working days after receiving the decision of the Appeals Adjudication Committee, either party may submit the matter to the President.

2. The appeal shall be in writing and shall set forth specifically the reasons for the appeal, the specific remedy desired, and shall be accompanied by a copy of the Step 2 grievance as submitted, with the administrator's written response from each preceding Step.
3. The President shall render his/her decision, in writing, not later than fifteen (15) working days upon receipt of the grievance. Copies of the President's decision shall be sent to the grievant, the appropriate supervisor, the Director, Operations and Support Services and the Union representative.
4. The decision of the President shall be final insofar as the University is concerned; however, this does not preclude the grievant from utilizing either the Civil Service procedures or judicial proceedings for further appeal.

- ARTICLE IV -

WORKING CONDITIONS

A. Affirmative Action

The University of Guam emphasizes that it is the University's policy to provide equal employment opportunity in all areas of its employment practices. It is the intent of the University that there will be no discrimination against any employee or applicant because of race, color, creed, religion, sex, age, national origin, political affiliation, marital status, handicapping condition, or disabled veteran and veteran of the Vietnam era status.

NO
PROBLEM

This policy extends to all promotion, demotion, or transfer, recruitment, recruitment advertising; layoffs or terminations, rates of pay, or other forms of compensation; selection for training and all other terms and conditions of employment.

B. Duty Hours

NO PROBLEM

Duty hours for each employee shall be eight (8) hours exclusive of a thirty (30) minute lunch, but inclusive of one (1) fifteen (15) minute comfort break during the first four (4) hours of duty and one (1) fifteen (15) minute comfort break during the second four (4) hours of duty.

C. Outside Employment

STATUS QND

Employees are free to pursue outside employment to the extent that such employment does not interfere with or hinder in any way the performance of their assigned duties and work. No University facilities, clerical assistance, equipment, supplies or materials shall be used by an employee in the course of their outside employment without the payment of normal and appropriate fees.

D. Joining Employee Organizations

STATUS QND

The use of any coercion or pressure by an administrative officer or other employee to influence any employee to join or refrain from joining a legitimate employee organization is prohibited.

E. Employee Meetings

- SQ 1. No employee meetings shall be scheduled outside of duty hours by the supervisor.
- SQ 2. At regularly scheduled employee meetings with University officials, up to fifteen (15) minutes shall be set aside for the Union steward/representative to present matters not inconsistent with Section 4415 of P. L. 9-240.
- SQ 3. During any employee meeting, an employee shall be free to express his/her personal view on any subject without reprisal.
- CHANGES 4. Any employee requested to meet with any administrative official of the University shall be given ^{24 hrs.}adequate notice of the meeting, be informed ^{in writing} of the purpose of the meeting, and be accompanied by a ^{steward or other union} representative, ~~of the Union~~, if requested. If, during such a meeting, an unaccompanied employee requests the presence of a ~~Union~~ representative, that meeting shall be recessed until such time as a ~~Union~~ representative is present.

F. Original Probationary Period and Status

- SQ 1. All persons originally appointed shall be required to serve a six (6) month probationary period before obtaining permanent status in the University. This probationary period may be extended up to, but not to exceed, a total time of twelve (12) months.
2. If an employee fails to render satisfactory service during the period of initial probation, he/she may be dismissed by the President at any time without right of appeal, except as

regards EEO-related charges filed by the probationary employee, and without any written statement of reasons or charges. Procedures for submission of EEO-related appeals shall be in accordance with prescribed guidelines adopted by the Civil Service Commission of the Territory of Guam.

3. Final performance reports concerning the employee shall be made by the appropriate administrator not later than ten (10) working days prior to the expiration of the probationary period, with a copy provided to the employee. Such reports shall contain a descriptive evaluation of the work period and shall specifically recommend the continuance of the employee in the service of the University, or his/her dismissal therefrom. In the instance of a recommendation for continuance under probation, a clear description of improvements needed shall be given the employees.
4. If an employee fails to satisfy a probationary period required as part of a promotion, the employee shall be served a notice of non-performance with intent to remove from the position promoted to.

The employee shall be appointed to a vacant position within the University for which he/she is qualified. If no such vacancy exists, the employee shall be entered on the re-employment list for the class of position held prior to his/her promotion.

5. An employee who has been examined, certified, and appointed, and who satisfactorily completes his/her initial probationary period, shall be considered as having attained permanent status in the classified service.

G. Performance Report

1. The Board and the Union recognize that a fair and objective evaluation of an employee's performance is essential as a guide for the employee's self-improvement, and as a means of identifying methods by which Plant Maintenance Division may enhance the quality of its function. To this end, the President shall establish and maintain a performance evaluation system, including relevant and appropriate criteria and standards, which shall be applicable to the classified employees of the University.
2. The President shall establish a joint committee to review, develop, recommend changes in the employee evaluation forms applicable to the employees of Plant Maintenance Division. The joint committee shall consist of three (3) members appointed by the President and three (3) members appointed by the Union. The forms shall, to the extent possible, include relevant and appropriate criteria and standards and shall effectively differentiate between major categories of employment. The forms shall minimize rating bias by supervisory personnel.
3. Within three (3) months of the effective date of this Agreement, the Director, Operations and Support Services shall notify the Union when the first meeting of the Evaluation Form Committee is to be held. The Committee shall submit the final evaluation forms to the Director, Operations and Support Services, who shall submit them to the President for final approval. Until such new forms are implemented, the current evaluation forms shall continue to be used. Performance evaluations shall be recorded on the above forms provided by the Director, Operations and Support Services.

4. Performance ratings shall be prepared for:
 - a. Probationary employees during the fifth month of their probationary period and the last month of any extension; or
 - b. Permanent employees, which shall coincide with the anniversary of the employee's salary increment date; or
 - c. Permanent employees by each supervisor under whom the employee has worked for sixty (60) or more calendar days during any single rating period.
5. The performance evaluation shall be completed by the supervisor immediately responsible for the employee's work. The evaluator shall be the individual who oversees, reviews, and checks the daily work performance of the employee being evaluated, or who is the supervisor most closely acquainted with the ^{MEM} employee's daily work performance. The ~~Director, Operations and Support Services~~ shall have final approval of all performance evaluations conducted within UOG Plant Maintenance Division.
6. The performance reports shall be used as the only evidence in the granting of pay increments, and in rating the employee's suitability for promotion. A satisfactory evaluation shall be the basis for promotion or for the awarding of a pay increment. An unsatisfactory evaluation may be the basis for demotion, dismissal or transfer. All personnel actions of the President are made subject to the availability of funds. In the event an employee of Plant Maintenance Division disagrees with the administrator's evaluation of his/her work performance, the grievance procedure may be utilized.

H. Detail

- 32
1. A detail is the temporary assignment, to meet University needs, of an employee to another position or to a group of specific duties and responsibilities for a specified period, with the employee returning to his/her regular duties at the end of the detail. Technically, a position is not filled by a detail as the employee continues to be the incumbent of the position from which he/she is detailed and his/her salary during the detail does not change.
 2. Details shall be made only for meeting temporary needs or University problems such as:
 - a. Emergency details, to meet emergencies occasioned by abnormal workload, change in organization, or unanticipated absences; or
 - b. Pending description and formal classification of a new position; or
 - c. To meet short-term training needs.
 3. An employee shall not be detailed within the first ninety (90) calendar days after his/her initial appointment.
 4. To avoid conflict with the principles of job classification, details will be limited to one hundred twenty (120) calendar days or less in any calendar year. Detail appointment beyond one hundred twenty (120) calendar days may be approved by the Civil Service Commission.

5. An employee in an exempted position, or an individual employed under a contract, will not be detailed to a position in the classified service.
6. All details in excess of thirty (30) calendar days must be documented by the ~~Building Maintenance Superintendent~~, with a copy furnished to the President of the University and the Union. Dir. of
support
services
7. Employee's service on a detail in excess of thirty (30) calendar days in a position having a higher pay range than his/her regular position, shall receive a payment differential retroactive to the first day of detail to be added to his/her base rate of pay, measured by the pay range he/she then holds and the next higher step in such pay range, which shall not be less than the equivalent of a two-step pay increase in the pay range of the position permanently occupied, but in no case shall an employee receive less than the minimum rate established for the class of position to which he/she is detailed.
8. Nothing in this regulation is intended to infringe on the University's prerogative in day-to-day operational activities which may occasionally require that an employee be assigned, for brief periods, up to thirty (30) days work normally performed by another employee.

I. Retrenchment and Layoffs

When faced with the necessity of retrenchment or layoffs due to reorganization or a bonafide financial exigency, the University will follow the policies and procedures of the Civil Service Commission, including the appeals procedures, in force at that time.

STAFF RETRENCHMENT (GCC)

J. Job Protection Procedures

All levels of supervision and management share the responsibility for strict adherence to employee's job protection rights and consideration including:

1. Informal counseling at the first indication that an on-the-job or personal problem is affecting the employee job performance.
2. A reasonable opportunity for the employee to correct inadequate performance including providing specific on-the-job training to the employee to improve the level of his/her job performance or to correct unacceptable habits or practices.
3. The right to reply to any notice of a proposed adverse action by the University, and the careful consideration by the University of any reply.
4. The right to appeal to the Civil Service Commission as provided for in the Commission's rules and regulations relative to demotion, suspension, dismissal and appeal of adverse actions and discrimination.
5. The University agrees that discipline shall be utilized as a means of producing satisfactory job performance by providing constructive correction, and should not be used in a punitive manner, and will assure that supervisors and administrators adhere to that concept.

K. Disciplinary Action

1. The Parties agree that every effort should be made to informally resolve problems relating to work performance or disciplining of employees who are members of the bargaining unit. Where a reprimand is deemed necessary, employees shall be given the opportunity to discuss the matter with the appropriate supervisor.
2. An employee may request representation at any level of the employee discipline or performance review stages.
3. Any member of the bargaining unit who is to be terminated, demoted or suspended shall be given immediate notice of such action together with a specific statement of the charges upon which such action is based. Copies of the notice shall be filed with the Civil Service Commission and the Union not later than the working day following the effective date of the action. Thereinafter, all pertinent policies, procedures, rules and regulations of the Civil Service Commission shall be adhered to in resolution of the action taken.

L. Tuition Credit

Any bonafide, full-time member of the bargaining unit, and their dependents, if eligible, has the right to take University courses under the policies and regulations on employee tuition credit as defined in Board Policy adopted June 20, 1985 (appended).

- ARTICLE V -

WORK ASSIGNMENTS

A. Work Assignments

1. The University will continue to assign employees to jobs as defined within the "Illustrative Examples of Work" contained in the Civil Service position descriptions. The President shall ensure that, as needs change, the proper positions are established and announced. The University will post all notices of recruitment in prominent locations to afford employees of UOG Plant Maintenance Division maximum opportunity for advancement. The University and the Union recognize that vacancies should be filled with the most qualified applicants available.

RELOCATE
TO EMPLOYEE
RIGHTS

2. Both parties agree that training of those employees wishing to improve their proficiency and to build qualifications is important. Employees shall be encouraged to discuss their training interests with their immediate supervisors. The University shall publicize all available training to all employees.

3. The University shall bear the cost of providing employees with appropriate equipment (including earplugs, goggles, face masks, body shields and helmets), protective clothing (such as coveralls, gloves, safety shoes, rubber boots, etc.) and adequate supplies for assigned work, and properly functioning safety equipment shall be provided for the assignment given. Employees shall not be required to use their own supplies or vehicles on the job.

The University shall request of the Legislature sufficient funds to provide for a motor pool assigned to the Plant Maintenance Division consisting of at least nine (9) working vehicles.

4. The Board shall make every effort to procure from the Legislature funds and authorization for sufficient workforce positions so as to ensure a reasonable workload for each employee. To this end, the University shall evaluate its present workforce with formal involvement of the Union in the evaluation process. A report shall be completed within sixty (60) calendar days of the signing of this Agreement which shall note any needs in the skilled workforce or in assigned custodial areas. Special attention will be paid to the concerns reported on Dean's Circle. The report shall be the basis for timely and appropriate requests of the Legislature if needs are identified.

- ARTICLE VI -

PAY DIFFERENTIALS AND LEAVE

A. Night Differential Pay

All employees of the University shall be entitled to night differential pay, calculated at the rate of their regular wage plus ten percent (10%) for all periods worked between the hours of 6:00 p.m. and 6:00 a.m.

B. Travel Pay - Mileage Reimbursement

Pursuant to GCA Title V, Chapter XXIII, Section 23015, the following provision for mileage reimbursement - travel between work locations shall apply:

Persons authorized to travel at government expense shall, in accordance with regulations and whenever such mode of transportation as authorized or approved is more advantageous to government, be paid in lieu of transportation not to exceed 60 ~~\$.30~~ per mile for the use of privately owned four-wheeled passenger motor vehicle or \$.10 per mile for the use of other types of privately owned vehicles, when engaged in official business within or outside their designated post of duty.

C. Environmental Differential Pay

Employees are authorized to receive environmental differential pay for exposure to an unusually severe hardship under circumstances which cause significant physical discomfort or distress (not practically eliminated by protective devices); or to exposure to an unusually severe ^{sub} working condition under circumstances involving exposure to fumes, dust, or noise which cause significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation or conditions which cause abnormal soil of body and clothing, etc., (and where the distress or discomfort is not practically eliminated). The specific allowable categories of environmental differentials are listed below. Some are payable whenever the criteria are met, others are payable only when protective facilities, devices, or clothing have not practically eliminated the hazard, physical hardship, or working condition of an unusually severe nature.

1. Hot Work

Working in confined spaces wherein the employee is subject to temperatures in excess of 110°F, and where such exposure is not practically eliminated by the mechanical equipment or protective devices being used.

Differential Rate: Four Percent (4%)

2. High Voltage Electrical Energy

Working on energized electrical lines rated at 4,160 volts or more, which are suspended from utility poles or towers, when adverse weather conditions such as steady rain, high wind, lightning or similar environmental factors make the work unusually hazardous.

Differential Rate: Fifty Percent (50%)

3. Work in Open Trenches

Work in an open trench, fifteen (15) feet or more in depth, until proper shoring has been installed.

Differential Rate: Twenty-Five Percent (25%)

4. Poisons (Toxic Chemicals - Low Degree Hazard)

Working with, or in close proximity to, poisons (toxic chemicals other than tear gas or similar irritating substances). In situations for which the nature of the work does not require the individual to be in as direct contact with, or exposure to, the more toxic agents as in the case with the work described under high hazard for this class of

hazardous agents and wherein protective devices and or safety measures have not practically eliminated the potential for personal injury.

Differential Rate: Four Percent (4%)

5. Dirty Work

Performing work which subjects the employee to soil body or clothing beyond that normally to be expected in performing the duties of the classification; and where the condition is not adequately alleviated by the mechanical equipment or protective devices being used, or which are readily available, or when such devices are not feasible for use due to health considerations (excessive temperature, asthmatic conditions, etc.), or when the use of mechanical equipment, or protective devices or protective clothing results in an unusual degree of discomfort.

Differential Rate: Four Percent (4%)

6. High Work

Working on any structure of at least fifty (50) feet above the base level, ground deck, floor, etc., under open conditions, if the structure is unstable or if scaffolding guards or other suitable protective facilities are not used, or if performed under adverse conditions such as darkness, lightning, steady rain or high wind velocity.

Differential Rate: Twenty-Five Percent (25%)

7. Work in Unsafe Structures

Work within or immediately adjacent to a building or structure which has been severely damaged by earthquake, fire, typhoon, flood or similar cause, when the structure has been declared unsafe by competent technical authority and when such work is considered necessary for the safety of personnel or recovery of valuable materials or equipment, and the work is authorized by competent authority.

Differential Rate: Twenty-Five Percent (25%)

D. Salary Increment and Overtime

1. The University shall, in the budget submitted to the Legislature, request sufficient funds to provide for salary increments, anticipated promotions, and estimated overtime needs.
2. A performance report of satisfactory or outstanding service provides the sole basis for the awarding of a salary increment.
3. A salary increment is the advancement of the employee to the next higher step in the pay range or wage grade to which his/her class is assigned, and is awarded subject to the availability of funds.
4. Increments shall be made effective immediately following the completion of one (1) year of satisfactory service in the employee's salary rate; or eighteen (18) months in the case of employees from steps 7-10 of the pay range schedule or 4 and 5 of the wage schedule; or three (3) years for employees beyond pay range step 10

or wage grade step 5. When a salary increment is delayed beyond its proper effective date, solely through administrative error or delay, the salary increment shall be made effective as of the date it was properly due.

5. The number of days in excess of twenty (20) work days (160 hours) an employee was on leave without pay during the increment evaluation period will be added to the employee's anniversary date for eligibility for the pay increase.
6. Overtime work may be authorized by the President in cases of emergency or when the best interests of the University service indicate that overtime employment is required. Compensation for overtime work shall be at the rate of one hundred fifty percent (150%) of the employee's regular hourly rate of pay. Overtime shall be paid for any hours worked in excess of eight (8) hours in any twenty-four (24) hour period, or forty (40) hours in any seven (7) calendar day period. No person shall be required to work overtime unless the President has certified that funds for overtime pay are available in accordance with P. L. 17-25, Section 13, Subsection 4, GCA, 4105.
7. Employees who are required, because of emergency or other reasons, to work on holidays (or an equivalent day) shall be paid at a rate equivalent to double their regular hourly rate of pay, exclusive of any additional pay.
8. In the absence of any funds for overtime compensation, compensatory time-off shall be granted at time and one-half. Compensatory time-off shall be granted

within four (4) pay periods from the date in which it is earned, and compensatory time not used within a four (4) pay period interval shall be converted to overtime pay the following pay period. All classified employees covered by these rules shall be eligible for overtime pay.

E. Leave

The leave provisions of the University Personnel Rules and Regulations - Classified Service Employees shall be utilized for the life of this Agreement. This includes:

1. Annual
 2. Sick
 3. Maternity/Paternity
 4. Jury/Witness
 5. Bereavement
 6. Military Training
 7. Administrative
 8. Educational
 9. Incapacitation - Job Related
- OR AS MANDATED BY LAW

No leave shall be unreasonably denied; if any employee feels that he/she has been unreasonably denied a requested leave, he/she may utilize the grievance procedure.

- ARTICLE VII -

SAVINGS CLAUSE

- A. In the event any portion of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction, all other items, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of the Agreement shall continue to be binding upon the parties thereto.
- B. The Board and the Union agree that there is a body of written policies, of practices and interpretations of those policies which govern administrative decisions concerning working conditions which may not be covered by this Agreement. Such policies and practices, except as changed by procedures agreed to in Subsection D below, shall be continued for the term of this Agreement. In the event of a conflict of any such policies or practices with the terms of this Agreement, the Agreement shall prevail.
- C. As used in Subsection B above, the term "practice" refers to those practices of the Office of the President, the Office of Director, Operations and Support Services and the Building Maintenance Superintendent specified in written policies of the University Administration or of the Board. Written copies of any policy changes occurring after this Agreement is signed shall be made available to the Union within ten (10) working days of their adoption.
- D. Both parties agree that the Board has undiminished power and authority to establish, change or eliminate policies. The parties also agree that the power and responsibility of the Union, as the

exclusive bargaining agent of the custodial and maintenance employees, to advise upon proposed policy and recommend policy also remains undiminished. In pursuance of these powers and responsibilities, the parties agree that prior to consideration of any proposal to establish, change or eliminate policies which govern working conditions or employment benefits affecting members of the bargaining unit, Board representatives will meet and consult with Union representatives and shall give serious consideration to their views on the matter under discussions. No future policies of the Board shall be effected for members of the bargaining unit which conflict with specific provisions of this Agreement.

- E. Both parties, for the lifetime of this Agreement, agree that they shall not be obligated to bargain collectively with respect to any subject matter referred to or not referred to or governed by this Agreement, unless the Board and the Union agree to alter, amend, supplement, enlarge, or modify any of its provisions.

- ARTICLE VIII -

DURATION

This Agreement shall go into effect at midnight on June 26, 1990 and shall remain in full force and effect up to and including April 30, 1992, and shall automatically renew itself from year to year thereafter unless, no sooner than December 01 and not later than December 31 of each year from 1990 and after, either party shall serve written notice on the other of its desire to modify or amend this Agreement. Upon receipt of such notice, negotiations shall commence within ten (10) working days to determine the modalities. Upon establishing modalities, negotiations shall

commence within ten (10) working days on such matters as specifically set forth in such written notice.

- APPENDIX -

UNIVERSITY OF GUAM
BOARD OF REGENTS

Tuition Credit Policy of the Board of Regents
(Adopted June 20, 1985 and Amended by
Resolution No. 85-22, Passed on December 19, 1985)

FACULTY AND ADMINISTRATORS

1. Any bonafide, full-time member of the UOG faculty or administration shall be allowed to enroll in UOG catalog listed courses (graduate or undergraduate) on the semester course list, paying tuition for the first semester of enrollment only. For each credit hour completed successfully ("C," "Pass" or better) the faculty member/administrator shall be given tuition credit which will apply toward courses enrolled in during subsequent semesters.
2. Any member of the full-time faculty or administration of UOG shall be permitted to attend such courses, as long as the taking of the course does not coincide with scheduled instructional time or other regular duties.
3. Attendance of such classes shall require concurrence of the faculty member's Department Chair and Dean or Director; Administrators must have approval of their immediate supervisor.

STAFF

1. Any bonafide, full-time member of the UOG support staff shall be allowed to enroll for UOG catalog listed courses (graduate or

undergraduate) on the semester course list paying tuition for the first semester of enrollment only. For each credit hour completed successfully ("C," "Pass" or better) the staff member will be given tuition credit which will apply toward courses enrolled in during subsequent semesters.

2. Any member of the permanent staff of UOG shall be permitted to attend one such, per academic semester within the framework of the regular working day without loss of pay. However, absence of a staff member from the work place for the purpose of class attendance shall require the concurrence of the staff member's supervisor. Arrangement shall be worked out between the staff member and the supervisor to make up for the lost working time because of this policy.

DEPENDENTS

1. Dependents of any bona fide, full-time member of the UOG faculty, administration, or any other unclassified employee shall be allowed to enroll for UOG catalog listed courses on the semester course list, paying tuition for the first semester of enrollment only. For each credit hour completed successfully ("C," "Pass" or better) the dependent shall be given tuition credit which will be applied to courses enrolled in during subsequent semesters. This tuition credit will be allowed for no more than 124 undergraduate credits nor more than 36 graduate credits. The term "dependents" shall include the spouse or any member of the immediate family of the faculty, administration, or any other unclassified employee of the University, to be interpreted to include any high school graduate or equivalent who is listed as a dependent upon that member's income tax return.
2. Dependents who are recipients of any scholarships or grants are not entitled to any sort of cash rebate.

SENIOR CITIZENS

Guam resident, fifty-five (55) years or older are entitled to attend the University of Guam without payment of tuition and fees.

FEE PROVISIONS

1. Faculty and administration will pay registration and any lab fees required.
2. Staff and dependents will pay all fees.
3. No person enrolled under the Tuition Credit Policy will receive any cash rebate for any tuition paid for courses.

SUMMER SURCHARGE

All persons covered by this policy will pay summer surcharges when applicable.

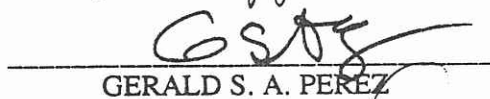
SIGNATURE SHEET

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS AND
SEALS BY THEIR RESPECTIVE OFFICERS DULY AUTHORIZED TO DO SO,
THIS 26TH DAY OF JUNE, 1990.

FOR THE UNIVERSITY OF GUAM


JESUS U. TORRES, Chairman

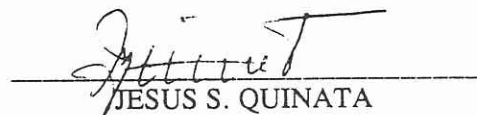

PATTY JO HOFF


GERALD S. A. PEREZ


JESSE T. SAN NICOLAS


ELOY Q. BENAVENTE


JESUS S. LEON GUERRERO

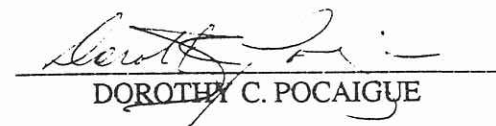

JESUS S. QUINATA


PETER F. PEREZ, Legal Counsel


WILFRED P. LEON GUERRERO
President

FOR THE GUAM FEDERATION OF TEACHERS - LOCAL 1581


JOANNE F. BONINE, President


DOROTHY C. POCAIGUE


FRANK SABLAN, Steward
Plant Maintenance, UOG

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